



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA Regular City Council Meeting

CITY COUNCIL
Monday, April 10, 2023

CITY OF ROLLING HILLS
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. 1335

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.

6.A. FOR BLUE FOLDER DOCUMENTS APPROVED AT THE CITY COUNCIL MEETING

RECOMMENDATION: Approved

[CL_AGN_230410_CC_BlueFolderItem_8G.pdf](#)

[CL_AGN_230410_CC_BlueFolderItem_12A.pdf](#)

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 APRIL 10, 2023

RECOMMENDATION: Approve.

[CL_AGN_230410_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: MARCH 27, 2023

RECOMMENDATION: Approve as presented.

[CL_MIN_230327_CC_F.pdf](#)

8.D. PAYMENT OF BILLS.

RECOMMENDATION: Approve as presented.

[CL_AGN_230410_CC_PaymentOfBills_E.pdf](#)

8.E. RECEIVE AND FILE AN UPDATE ON THE EMERGENCY WATER MAIN LINE REPAIRS FROM MARCH 16 TO 24, 2023

RECOMMENDATION: Receive and file.

8.F. ADOPT RESOLUTION NO. 1334 AUTHORIZING A BUDGET MODIFICATION FOR PORTIONS OF RECENTLY APPROVED BENNETT LANDSCAPE PROPOSALS TO REPAIR AND CORRECT IRRIGATION ISSUES, PROVIDE LANDSCAPE DESIGN, AND LANDSCAPE REMOVALS

RECOMMENDATION: Approve as presented.

[ResolutionNo1334_BennettLandscape_BudgetAmendment.pdf](#)

[CL_AGN_230410_Bennett_Invoices.pdf](#)

8.G. RECEIVE AND FILE CITY HALL REQUEST FOR PROPOSAL TO REPLACE THE THREE RAIL FENCE ALONG THE CITY HALL CAMPUS PORTUGUESE BEND ROAD BRIDLE TRAIL

RECOMMENDATION: Receive and file.

[PW_CHC_230410_2023-03_EquestrianFenceReplacement_RFP_F.pdf](#)

[CL_AGN_230410_Item8G_BennettLandscape_email.pdf](#)

[PW_CHC_230410_2023-03_EquestrianFenceReplacement_RFP_AmendedPages.pdf](#)

8.H. RECEIVE AND FILE AN UPDATE ON WIRELESS COMMUNICATION FACILITIES APPLICATIONS AND ACTIVITIES

RECOMMENDATION: Receive and file.

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

- 12.A. [RECEIVE AND FILE A REPORT FROM THE APRIL 6, 2023 SOLID WASTE AND RECYCLING COMMITTEE \(VERBAL\)](#)

RECOMMENDATION: Receive and file. Provide direction to staff.

[CL_AGN_230410_CC_12A_SWC_Recs.pdf](#)

- 12.B. [APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BOLTON ENGINEERS TO REVISE THE TENNIS ADA IMPROVEMENT PLANS AND FILE CONSTRUCTION PERMITS WITH LOS ANGELES COUNTY BUILDING AND SAFETY DEPARTMENT FOR THE ADA IMPROVEMENTS AT THE TENNIS COURTS.](#)

RECOMMENDATION: Consider and approve Bolton's Change Order request.

[Civil CO#2-Tennis Court ADA Access.pdf](#)

[C-GRADING PLAN_Tennis Court_concept revised limits of grading_AP Comments.pdf](#)

13. NEW BUSINESS

- 13.A. [RECEIVE AND FILE INFORMATION UPDATE ON KNOW YOUR ZONE CAMPAIGN, PVPREADY WEBSITE, AND ZONEHAVEN PLATFORM LAUNCH](#)

RECOMMENDATION: Receive and file.

[PS_ZON_230410_KnowYourZoneCampaign_sample.pdf](#)

- 13.B. [RECEIVE AND FILE A REPORT ON THE MARCH 23, 2023 TRAFFIC COMMISSION MEETING](#)

RECOMMENDATION: Receive and file.

[Nov 2022 - Feb 2023 RH Traffic.pdf](#)

14. MATTERS FROM THE CITY COUNCIL

15. MATTERS FROM STAFF

- 15.A. [RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE FIRST QUARTER OF 2023 \(JANUARY 1 THROUGH MARCH 31\)](#)

RECOMMENDATION: Receive and file.

[CE_QRP_2023_Q1_Opened_Cases.pdf](#)

[CE_QRP_2023_Q1_Closed_Cases.pdf](#)

[CE_QRP_2023_Q1_Cumulative_Open_Cases.pdf](#)

- 15.B. [RECEIVE AND FILE UPDATE ON CITY MANAGER'S DISCUSSION WITH THE OTHER PALOS VERDES PENINSULA CITY MANAGERS REGARDING SUPPORT FOR PENINSULA WIDE EMERGENCY NOTIFICATION SIREN STUDY AND PURSUIT OF GRANTS \(VERBAL\)](#)

RECOMMENDATION: Receive and file.

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, April 24, 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.: 6.A
Mtg. Date: 04/10/2023

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: FOR BLUE FOLDER DOCUMENTS APPROVED AT THE CITY COUNCIL MEETING

DATE: April 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approved.

ATTACHMENTS:

[CL_AGN_230410_CC_BlueFolderItem_8G.pdf](#)

[CL_AGN_230410_CC_BlueFolderItem_12A.pdf](#)

BLUE FOLDER ITEM (SUPPLEMENTAL)

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CITY COUNCIL MEETING APRIL 10, 2023

**8.G RECEIVE AND FILE CITY HALL REQUEST FOR PROPOSAL TO REPLACE THE
THREE RAIL FENCE ALONG THE CITY HALL CAMPUS PORTUGUESE BEND
ROAD BRIDLE TRAIL**

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

[CL AGN 230410 Item8G BennettLandscape_email.pdf](#)

[PW CHC 230410 2023-03 EquestrianFenceReplacement_RFP_AmendedPages.pdf](#)

BLUE FOLDER ITEM (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.

CITY COUNCIL MEETING APRIL 10, 2023

12.A RECEIVE AND FILE A REPORT FROM THE APRIL 6, 2023 SOLID WASTE AND RECYCLING COMMITTEE (VERBAL)

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

[CL_AGN_230410_CC_12A_SWC_Recs.pdf](#)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 04/10/2023

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 APRIL 10, 2023

DATE: April 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:

[CL_AGN_230410_CC_AffidavitofPosting.pdf](#)



Administrative Report

8.A., File # 1738

Meeting Date: 04/10/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF APRIL 10, 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	April 10, 2023	7:00pm Open Session
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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: April 7, 2023



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 04/10/2023

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: April 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 04/10/2023

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: MARCH 27, 2023

DATE: April 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[CL_MIN_230327_CC_F.pdf](#)



1. CALL TO ORDER

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

2. ROLL CALL

Councilmembers Present:

Black, Dieringer, Pieper, Mayor Pro Tem Mirsch,

Councilmembers Absent:

Mayor Wilson

Staff Present:

Elaine Jeng, City Manager

Christian Horvath, City Clerk / Executive Assistant to the City Manager

John Signo, Planning & Community Services Director

Pat Donegan, City Attorney

Robert Samario, Finance Director

3. PLEDGE OF ALLEGIANCE – Councilmember Black

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Mayor Pro Tem Mirsch requested to move Items 13A and 13D up after Consent. Without objection so moved.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL) – NONE

7. PUBLIC COMMENT ON NON-AGENDA ITEMS – NONE

8. CONSENT CALENDAR

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

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

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

8.D. PAYMENT OF BILLS

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

8.F. PULLED BY COUNCILMEMBER DIERINGER

8.G. RECEIVE AND FILE THE ANNUAL PROGRESS REPORT FOR THE HOUSING ELEMENT

8.H. APPROVE AREA G'S EVERBRIDGE CONTRACT RENEWAL FOR USE WITH THE ALERT SOUTH BAY NOTIFICATION SYSTEM

8.I. ADOPT BY RESOLUTION NO. 1332 AUTHORIZING A BUDGET MODIFICATION OF \$3,125 FOR EC CONSTRUCTION VIDEO INSPECTION OF THE MIDDLEIDGE LANE NORTH/SOUTH DRAINAGE SYSTEM

Motion by Councilmember Black, seconded by Councilmember Pieper to approve Consent Calendar with the exception of 8F. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

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

Motion by Councilmember Dieringer, seconded by Councilmember Black to approve with an amendment to the minutes under Item 8I by adding the following “and that Councilmember Dieringer can present the information on the Genasys system” after the word “Committee.” Motion carried unanimously with the following vote:

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

Mayor Pro Tem Mirsch moved to Item 13A

13. NEW BUSINESS

13.A. FINANCE COMMITTEE RECOMMENDATIONS REGARDING FEES AND THE FISCAL YEAR 2023/24 BUDGET FROM THE MEETING OF MARCH 9, 2023

Presentation by Finance Director Robert Samario

Public Comment: Alfred Visco

Motion by Councilmember Black, seconded by Councilmember Pieper to accept staff recommendation to adjustments, reductions and structural fixes as presented on page 11 of the report. Motion carried unanimously with the following vote:

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

Motion by Councilmember Dieringer to table changes to the City Council expenses line item and look at other staff costs. Motion failed for lack of a second.

Motion by Councilmember Black, seconded by Councilmember Pieper directing staff to reduce City Council expenses line item as recommended by the Finance/Budget/Audit Committee. Motion carried with the following vote:

AYES: Black, Pieper, Mayor Pro Tem Mirsch
NOES: Dieringer

ABSENT: Mayor Wilson

Motion by Councilmember Pieper, seconded by Councilmember Black to adopt Resolution No. 1333 adding a \$750 fee for publication/noticing fees applicable to private development projects and eliminating false alarm fees. Motion carried unanimously with the following vote:

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

Motion by Councilmember Dieringer, seconded by Councilmember Black to give required notice for potential elimination of all of subsidy needed so as to provide the worst possible scenario to the residents as in accordance with the requirements of the law. Motion carried unanimously with the following vote:

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

Motion by Councilmember Mirsch, seconded by Councilmember Black to receive and file the report from staff on the recommendations of the Finance Committee. Motion carried unanimously with the following vote:

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

Mayor Pro Tem Mirsch moved to Item 13D

13.D. DEVELOPMENT OF POLICIES FOR REFUSE SERVICE BILLINGS

Presentation by Finance Director Robert Samario

Motion by Councilmember Pieper, seconded by Councilmember Black to send this item to the Solid Waste and Recycling Committee for further discussion and recommendations. Motion carried unanimously with the following vote:

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

Mayor Pro Tem Mirsch moved to Item 13B. Without objection, so ordered.

13.B. DISCUSS AND APPROVE PROPOSED IMPROVEMENTS TO THE ROLLING HILLS COMMUNITY ASSOCIATION BUILDING INCLUDING A REMODEL AND ADDITION

Presentation by Planning & Community Services Director John Signo

Public Comment: Kristen Raig

Motion by Councilmember Black, seconded by Councilmember Pieper to approve as presented. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Pieper, Mayor Pro Tem Mirsch
NOES: None

ABSENT: Mayor Wilson

10. COMMISSION ITEMS – NONE

10.A. ZONING CASE NO. 23-003: REQUEST FOR APPROVAL OF A SITE PLAN REVIEW FOR NON-EXEMPT GRADING AND CONDITIONAL USE PERMIT FOR A PROPOSED 960-SQUARE-FOOT STABLE WITH 480-SQUARE-FOOT COVERED PORCH TO EXCEED THE ALLOWABLE 200-SQUARE-FOOT MAXIMUM LOCATED AT 74 PORTUGUESE BEND ROAD, (LOT 37-FT) (WILSON), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Presentation by Planning & Community Services Director John Signo

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

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

11. PUBLIC HEARINGS – NONE

Mayor Pro Tem Mirsch moved to Item 12B. Without objection, so ordered.

12. OLD BUSINESS

12.B. CONSIDERATION 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

Presentation by City Manager Elaine Jeng

Public Comment: Alfred Visco, Arlene Honbo

Motion by Councilmember Dieringer to table this item to get further information from other Peninsula Cities as to their interest and the information about grants. Motion failed for lack of a second.

Motion by Councilmember Black, seconded by Councilmember Pieper to approve as presented. Motion carried with the following vote:

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

12.A. DISCUSSION AND CONSIDERATION OF THE 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

Presentation by City Manager Elaine Jeng

Public Comment: Alfred Visco

Motion by Councilmember Dieringer, seconded by Councilmember Pieper to explore the solar option. Motion carried with the following vote:

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

13. NEW BUSINESS

13.C. RECEIVE AND FILE A REPORT ON THE MARCH 9, 2023 THE PENINSULA PUBLIC SAFETY (PPSC) AND THE PENINSULA REGIONAL CONTRACT LAW COMMITTEE MEETINGS AND PROVIDE DIRECTION TO STAFF ON COUNCILMEMBER DIERINGER'S MOTION TO THE PPSC COMMITTEE

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

Public Comment: Judith Haenel, Alfred Visco

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch directing staff to discuss with other Peninsula City Managers about the kind of support they can give regarding the PPSC motion by Councilmember Dieringer and report back to the City Council. Motion carried unanimously with the following vote:

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

14. MATTERS FROM THE CITY COUNCIL

Councilmember Pieper requested that the City Manager work with the City Finance Contractor and other entities on how to find cost savings specific to the budget.

Councilmember Dieringer reported out regarding the South Bay Cities Council of Governments (SBCCOG) and a conversation with Chair Cruikshank specific to recent council action on the dues structure and potential of discontinuing SBCCOG membership.

15. MATTERS FROM STAFF

15.A. RECEIVE AND FILE UPDATE ON FEMA HAZARD MITIGATION GRANT PROGRAM AND NEW ROUND OF FUNDING (VERBAL REPORT)

Presentation by City Manager Elaine Jeng

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

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

15.B. RECEIVE AND FILE PROJECT STATUS REPORTS FOR THE CITY HALL HVAC REPAIR PROJECT, MIDDLEIDGE STORM DRAIN REPAIR AND DIESEL STANDBY GENERATOR REMOVAL

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

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

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

16. RECESS TO CLOSED SESSION – 10:02 P.M.

16.A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

17. RECONVENE TO OPEN SESSION – 10:24 P.M.

18. ADJOURNMENT: 10:24 P.M.

The meeting was adjourned at 10:24 p.m on March 27, 2023. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, April 10, 2023 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: <https://www.rolling-hills.org/government/agenda/index.php>

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

Respectfully submitted,

Christian Horvath, City Clerk

Approved,

Patrick Wilson, Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 04/10/2023

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: April 10, 2023

BACKGROUND:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:


[CL_AGN_230410_CC_PaymentOfBills_E.pdf](#)

CITY OF ROLLING HILLS
AP23-024, ACH23 041-042-043
 Check Run 04/06/2023

Check No.	Check Date	Payee	Description	Amount
028078	4/6/2023	4Leaf, Inc.	Services February 2023	4,180.00
028079	4/6/2023	Alan Palermo Consulting	Professional Services October 2-29, 2022	1,650.00
028079	4/6/2023	Alan Palermo Consulting	Professional Services Jan 1-28, 2023	4,785.00
028079	4/6/2023	Alan Palermo Consulting	Professional Services February 26, 2023 to April 1, 2023	4,702.50
CHECK TOTAL			\$ 11,137.50	
028080	4/6/2023	Bennett Landscape	Landscape Maint Services January 2023	693.00
028080	4/6/2023	Bennett Landscape	Tennis Court and City Hall Campus Feb 2023	1,139.67
028080	4/6/2023	Bennett Landscape	Tennis Court and City Hall Campus	1,139.67
028080	4/6/2023	Bennett Landscape	Tennis Court and City Hall Campus	1,139.67
CHECK TOTAL			\$ 4,112.01	
028081	4/6/2023	Best Best & Krieger LLP	Professional Services Month of Feb 2023	5,214.10
028082	4/6/2023	Corken, Nedra	CityofRHMiReimb 230328	14.04
028083	4/6/2023	Cox Communications	Monthly Services Mar 26-Apr 25 2023	158.82
028084	4/6/2023	Southern California News Group	City Notices for 3-10-2023	538.84
028085	4/6/2023	E. C. CONSTRUCTION	Storm Drain Repairs 3 Middleridge Ln	3,522.00
028086	4/6/2023	Elaine Jeng	Mileage Reimbursement	68.44
028087	4/6/2023	Executive Suite Services Inc.	Monthly Janitorial Services for Dec 2022	1,360.00
028087	4/6/2023	Executive Suite Services Inc.	Monthly Janitorial Services for Jan 2023	1,360.00
028087	4/6/2023	Executive Suite Services Inc.	Monthly Janitorial Services for Feb 2023	1,360.00
CHECK TOTAL			\$ 4,080.00	
028088	4/6/2023	Forum Info-Tech, Inc./Levelcloud	Monthly Billing for March 23	4,996.12
028088	4/6/2023	Forum Info-Tech, Inc./Levelcloud	Monthly Billing for April 2023	5,252.66
CHECK TOTAL			\$ 10,248.78	
028089	4/6/2023	GMU Geotechnical, Inc	22-248-00 City Hall Addition	8,484.50
028090	4/6/2023	County of Los Angeles	Housing Costs Feb 2023	211.20
028091	4/6/2023	Los Angeles County Clerk	NOV 8, 2022 General Gubernatorial General Election	5,669.18
028092	4/6/2023	County of Los Angeles	Middleridge Drainage Evaluation	1,265.47
028093	4/6/2023	LSL CPAs	For Charges Through 03-16-2023	3,160.00
028094	4/6/2023	League of California Cities	2023 Local Streets and Roads Needs Assessment	200.00
028095	4/6/2023	MV CHENG AND ASSOCIATES	Consulting Feb 2023	11,002.50
028096	4/6/2023	NV5, INC.	Professional Services Through Feb 28, 2023	1,640.00
028097	4/6/2023	Orkin	Monthly Service for March 2023	158.00
028098	4/6/2023	Providence Health & Services	Employee Medical Clearance	35.00
028099	4/6/2023	Palos Verdes Security Sys, Inc.	CCTV Lease 4/1/23-4/30/23 & Quarterly Billing for Fire Alarm	360.00
028100	4/6/2023	Revize LLC	Payment plan	4,940.00
028101	4/6/2023	Robert Half	Temp service week ending 3/10/2023 for Planning	1,448.00
028101	4/6/2023	Robert Half	Temp Employment Services Week of 03/24/2023	1,448.00
CHECK TOTAL			\$ 2,896.00	

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

\$ 160,360.28 for the payment of above items.


Elaine Jeng, P.E., City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 04/10/2023

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: RECEIVE AND FILE AN UPDATE ON THE EMERGENCY WATER MAIN LINE REPAIRS FROM MARCH 16 TO 24, 2023

DATE: April 10, 2023

BACKGROUND:

On Thursday morning, March 16, 2023, the RHCA Gate Supervisor informed staff of a water leak in the northwest quadrant of the City Hall parking lot. CalWater had already been on site and turned the water main off. Staff called approved vendor Stephens Plumbing, met with the gate supervisor, and coordinated use of RHCA gatehouse or building facilities for employees. Stephens Plumbing arrived in early afternoon, turned the water on, observed where the water eventually percolated up from, and provided recommendations/estimates to staff. Dig Alert was notified. They began by manually digging in the soil at the water main box, as leak detection services was not immediately available. At 5:40 p.m. they advised the City Manager that leak detection would be on site Friday, March 17, by 11 a.m.

On Friday, March 17th, Stephens turned the water on to temporarily relieve city staff and allow leak detection to pinpoint the surface area above the leak. They determined the leak was underneath asphalt in the same quadrant approximately 8 feet away from the water main box. Stephens marked off the area and cut into the asphalt. As removal would require an excavator, they completed the cuts and planned to return Monday morning with heavy equipment. They turned off the main for the weekend.

On Monday, March 20th, Stephens excavated approximately 6' x 10' of asphalt and soil ultimately to a depth of 9'-10'. In the process, they uncovered a conduit line as well as damaged the RHCA water main lateral, which then began to leak. They turned off the RHCA water main, notified the RHCA, and removed the water. Once fully excavated, it was apparent that the RHCA and City lateral copper lines ran in parallel in this area and were approximately 6"-10" apart. The RHCA pipe is 1.5" in diameter and the City lateral is 2" in diameter. Stephens repaired the RHCA line (at no cost to the city), found the pinhole leak in the City lateral and repaired that section as well. LA County Department of Public Works Inspector Chris Oberle visited the site and approved the work. Stephens proceeded to backfill and attempted to

compress/compact the soils. This proved difficult due to the soil's water concentration. They planned to procure gravel for continued backfilling on Tuesday to ensure there is no future settling after the asphalt is restored.

Between Tuesday, March 21st, and Friday, March 24th, Stephens removed further wet soil and backfilled with gravel. They removed excess wet soil and covered the area due to continued rain conditions. The asphalt subcontractor performed the restoration of pavement on March 24th.

DISCUSSION:

None.

FISCAL IMPACT:

The complete cost to repair the water main totaled \$23,569.65. Staff was able to use budget dollars in the General Fund in accounts where cost savings are expected for transfer into the Repairs and Maintenance account 01-75-930 in order to cover the unanticipated expense. The Finance Director identified salary savings from 01-01-702 due to the current Senior Management Analyst vacancy and savings from the Stormwater Management account 01-05-881.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.F
Mtg. Date: 04/10/2023

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 RESOLUTION NO. 1334 AUTHORIZING A BUDGET MODIFICATION FOR PORTIONS OF RECENTLY APPROVED BENNETT LANDSCAPE PROPOSALS TO REPAIR AND CORRECT IRRIGATION ISSUES, PROVIDE LANDSCAPE DESIGN, AND LANDSCAPE REMOVALS

DATE: April 10, 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-built plans 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.

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.

At the February 13, 2023 City Council meeting, the Council approved the additional estimates submitted by Bennett Landscape that were outside the scope of the monthly maintenance fees.

DISCUSSION:

Bennett Landscape has submitted invoices (attached) totaling \$8,324.

FISCAL IMPACT:

Due to the recent emergency involving unanticipated repairs to the water main, a budget amendment is required to cover these additional landscape expenses and repairs. As such, Council action is needed to amend the budget to increase budgeted appropriations by \$8,324 which will be funded from available General Fund Reserves. The use of General Fund Reserves is consistent with City policy.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:

[ResolutionNo1334_BennettLandscape_BudgetAmendment.pdf](#)
[CL_AGN_230410_Bennett_Invoices.pdf](#)

RESOLUTION NO. 1334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET AMENDMENT TO INCREASE APPROPRIATIONS BY \$8,324 IN THE GENERAL FUND FROM AVAILABLE RESERVES FOR CERTAIN LANDSCAPE SERVICES OF BENNETT LANDSCAPE

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. At the November 14, 2022 City Council meeting, the City Council unanimously voted to selected Bennett Landscape to provide various routine maintenance and landscaping services related to the City Hall Campus.

C. Based on site walks and conversations with City staff, Bennett Landscape has proposed the following additional services that were outside of the routine maintenance and landscaping service: (i) landscape design; (ii) landscape improvements; (iii) irrigation deficiencies and spot repairs; (iv) gopher mitigation. Bennet Landscape estimated that these services would cost \$10,335.

D. At the February 3, 2023 City Council meeting, the Council approved the additional work and estimates submitted by Bennett Landscape.

E. Bennett Landscape has submitted invoices for the services totaling \$8,324.

Section 2. The sum of eight thousand, three hundred and twenty-four dollars (\$8,324.00) is hereby appropriated to the General Fund from General Fund Reserves to fund the additional landscape services performed by Bennett Landscape.

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

PASSED, APPROVED, AND ADOPTED this 10th day of April, 2023.

PAT WILSON
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK



BENNETT LANDSCAPE
25889 BELLE PORTE AVENUE
HARBOR CITY, CA 90710
TELEPHONE: 310-534-3543

Invoice

DATE	INVOICE
3/29/2023	237588

BILL TO
CITY OF ROLLING HILLS ATTN: ACCOUNTS PAYABLE #2 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274

SHIP TO
#2 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274

P.O. NO.	TERMS	DUE DATE
	UPON RECEIPT	3/29/2023

DESCRIPTION	QTY	RATE	AMOUNT
CAMPUS AREA CITY HALL AND RHCA - LANDSCAPE DESIGN SERVICES		2,875.00	2,875.00
<p>INVOICE PAYMENT</p> <p>ACCT# <u>01-75-932</u></p> <p>AMOUNT \$ <u>2,875.00</u></p> <p>alt REF: <u>Bennett Landscape - Design Services</u></p> <p>SIGNED _____</p>			

Ask us about these services: Landscape Design, Installation and Maintenance, Planting, Irrigation, Masonry, Carpentry, Lighting and Tree Trimming.
Check out our website today to learn more about what we can do for your property! bennett-landscape.com

Total	\$2,875.00
Payments/Credits	\$0.00
Balance Due	\$2,875.00



BENNETT LANDSCAPE
25889 BELLE PORTE AVENUE
HARBOR CITY, CA 90710
TELEPHONE: 310-534-3543

Invoice

DATE	INVOICE
3/8/2023	237495

BILL TO
CITY OF ROLLING HILLS ATTN: ACCOUNTS PAYABLE #2 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274

SHIP TO

P.O. NO.	TERMS	DUE DATE
	UPON RECEIPT	3/8/2023

DESCRIPTION	QTY	RATE	AMOUNT
PLANTINGS THROUGHOUT CITY HALL CAMPUS			
UPPER PORTUGUESE BEND ROAD	0	1,836.00	0.00
LOWER PORTUGUESE BEND ROAD			
PARKING SPACE AREA			
CAMPUS AREA			
CITY HALL NORTHSIDE			
REMOVALS - CITY HALL NORTH SIDE		150.00	150.00
IRRIGATION 2 - PRESSURE REGULATORS		4,800.00	4,800.00
<p>INVOICE PAYMENT</p> <p>ACCT# <u>01-75-932</u></p> <p>AMOUNT \$ <u>4950.00</u></p> <p>REF: <u>Bennett Landscape - Plantings / Irrigation Repairs</u></p> <p>SIGNED _____</p>			

Ask us about these services: Landscape Design, Installation and Maintenance, Planting, Irrigation, Masonry, Carpentry, Lighting and Tree Trimming.
Check out our website today to learn more about what we can do for your property! bennett-landscape.com

Total	\$4,950.00
Payments/Credits	\$0.00
Balance Due	\$4,950.00



BENNETT LANDSCAPE
25889 BELLE PORTE AVENUE
HARBOR CITY, CA 90710
TELEPHONE: 310-534-3543

Invoice

DATE	INVOICE
3/2/2023	237462

BILL TO
CITY OF ROLLING HILLS ATTN: ACCOUNTS PAYABLE #2 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274

SHIP TO

P.O. NO.	TERMS	DUE DATE
	UPON RECEIPT	3/2/2023

DESCRIPTION	QTY	RATE	AMOUNT
IRRIGATION REPAIR - LEAKING MAINLINE REPAIR LEAKING MAINLINE DUE TO NOT HAVING OPERATIONAL PRESSURE REGULATOR. THIS COULD HAPPEN AGAIN. LABOR AND MATERIALS		499.00	499.00
<p>INVOICE PAYMENT ACCT# <u>01-75-932</u> AMOUNT \$ <u>499.00</u> REF: <u>Bennett Landscape - Irrigation repair</u> SIGNED _____</p>			

Ask us about these services: Landscape Design, Installation and Maintenance, Planting, Irrigation, Masonry, Carpentry, Lighting and Tree Trimming.
Check out our website today to learn more about what we can do for your property! bennett-landscape.com

Total	\$499.00
Payments/Credits	\$0.00
Balance Due	\$499.00



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.G
Mtg. Date: 04/10/2023

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: RECEIVE AND FILE CITY HALL REQUEST FOR PROPOSAL TO REPLACE THE THREE RAIL FENCE ALONG THE CITY HALL CAMPUS PORTUGUESE BEND ROAD BRIDLE TRAIL

DATE: April 10, 2023

BACKGROUND:

At the August 22, 2022 City Council Meeting, representatives from the Women's Club Beautification Committee spoke during public comment regarding the roses and fencing along Portuguese Bend Road at the City Hall Campus. Mayor Black requested that an agenda item be brought forth at the next meeting.

At the September 12, 2022 City Council meeting, the Council directed staff to have discussions with the Rolling Hills Community Association (RHCA) regarding the timing of the fence removal, create a request for proposal (RFP) for vinyl fencing replacement, and bring back the RFP at the next meeting for Council approval.

The three-rail fence was removed the week of September 12 by RHCA per previous staff requests. City staff was also in the process of a Landscaping Maintenance RFP and awaiting responses. Staff believed it would be prudent to finalize the Landscaping RFP process and interviews since concerns were expressed over the plantings and irrigation in the same area which inadvertently led to the rotting of the wood fencing.

At the October 24, 2022 City Council meeting, staff made a recommendation for a new Landscaping Maintenance partner, who discussed in detail during an interview the following concerns that should be considered:

- Outdated irrigation system with incorrect nozzles/spray heads for the pathway adjacent vegetation that contributed to the fence deterioration.
- Improper rose bush maintenance over the years has led to a scenario where they had grown too tall, outlived their useful life span and required replacement and subsequent proper maintenance.
- Staff had observed the use of the pathway in the previous month and anecdotally seen

no issues with equestrian or pedestrian passage which was a stated concern for replacing the fencing.

Staff recommended taking more time to evaluate the need for a fence replacement and instead explore the more pressing need for the campus existing irrigation system upgrades and subsequent update of the plant palette along Portuguese Bend Road. Once staff had a new landscape provider, it would work collaboratively with them and bring back recommendations to the Council. The City Council voted to receive and file with City Council comments made that evening to be taken into consideration by staff. Council comments included consideration of ongoing costs of roses, what could be planted aside from roses, the idea of considering landscaping after a new fence was installed, and the need to make decisions that would avoid future unfunded expenses.

At the November 14, 2022 City Council meeting, Bennett Landscaping was selected as the service provider for the City Hall Campus. The service agreement was fully executed in January 2023.

At the February 13, 2023 City Council meeting, members of the Women's Club Beautification Committee spoke during Public Comment on Non-Agenda Items and expressed their continued interest in replacing the three-rail fence and use of white climbing roses as part of the forthcoming new landscape design. Mayor Wilson requested that this item be agendaized for the next meeting.

The City Council also approved Item 8.H which included a proposal from Bennett Landscaping to provide Landscape Design Services with Ric Dykzeul functioning as the consultant and a focus on drought tolerant landscape plants. Staff will be working with Bennett Landscaping and Mr. Dykzeul specific to a new Campus Landscape Design, but at this time does not have further input.

At the February 27, 2023 City Council meeting, the City Council directed staff to get bids for the replacement of the three-rail fence between the City Hall parking lot entrance and Palos Verdes Drive North.

DISCUSSION:

To address the replacement of the three-rail fence in a timely manner, staff wrote the RFP to have a shorter turnaround. The selected proposer would be required to procure and install the equestrian fencing to replace the fencing removed; to include the name of the manufacturer they will be procuring the materials from and include approximate dimensions of the fencing they are proposing; to provide all materials and labor required to install the new equestrian fence and may be required to submit manufacturer's cut sheets and/or shop drawings as part of the project.

All proposals are due no later than 2 p.m. on Tuesday, May 2, 2023. The City reserves the right to extend the deadline. The City will respond to request for clarification in written RFP addendum(s) as needed. All inquiries shall be directed to Project Manager Alan Palermo by 5 p.m. on April 25, 2023.

FISCAL IMPACT:

The failing conditions and removal/replacement of the three-rail fence was unanticipated and therefore not budgeted in Fiscal Year 22/23. Staff will present the proposals received and the

fees associated with replacement at a subsequent meeting. This project will require allocation from the General Fund Reserve.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[PW_CHC_230410_2023-03_EquestrianFenceReplacement_RFP_F.pdf](#)

[CL_AGN_230410_Item8G_BennettLandscape_email.pdf](#)

[PW_CHC_230410_2023-03_EquestrianFenceReplacement_RFP_AmendedPages.pdf](#)

FY2022-2023

2023-03 EQUESTRIAN FENCE REPLACEMENT
PROJECT



REQUEST FOR PROPOSAL

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Phone: (310) 377-1521
Fax: (310) 377-7288
E-mail: cityclerk@cityofrh.net (for inquiries only)

BACKGROUND

The City of Rolling Hills ("City") is an equestrian friendly city with numerous equestrian paths throughout the community. Equestrian paths adjacent to roads have fencing separating the equestrian paths. The equestrian path along Portuguese Bend Road in front of the City Hall facility had deteriorated and was removed to accommodate landscape maintenance. The City is seeking qualified firms to procure and install new equestrian fencing on both sides of the equestrian path to replace the fencing that was removed.

REQUIREMENTS:

The City is requiring the new fencing match in style the existing fencing (3 rail) and that the new fencing is white vinyl in lieu of wood fencing previously used and existing in some places. Refer to Attachment A for a street view of the existing fencing along Portuguese Bend Road (before it was removed.).

The approximate length of the equestrian path requiring new fencing is 180 feet, refer to Attachment B for approximate location of fencing that would be required. The Contractor/Vendor would be required to confirm length. Refer to Attachment C for pictures of the path as it currently exists.

The selected firm would be required to procure and install the equestrian fencing to replace the fencing removed. Each firm submitting a proposal will be required to include the name of the manufacturer they will be procuring the materials from and include approximate dimensions of the fencing they are proposing. The selected firm will be required to provide all materials and labor required to install the new equestrian fence and may be required to submit manufacturers cut sheets and/or shop drawings as part of the project.

Notice to Contractors Inviting Proposals

April 11, 2023

NOTICE IS HEREBY GIVEN that proposals for performing the following described work will be received by the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until **2:00 P.M. on May 2, 2023**. Proposals are to be submitted electronically via email to cityclerk@cityofrh.net and alanmpal@gmail.com.

Equestrian Fence Replacement, Project, Job No. 2023-03

The project work shall include the following tasks:

The work to be done consists of furnishing all materials, equipment, tools labor, and incidentals as required by the plans, specifications, and contract documents. The general items of work include removal of an existing diesel emergency generator, removal of waterproofing on the emergency generator building, removal of soil around the emergency generator building, electrical services required for removal of the emergency generator and verification of condition of existing electrical conduits for future use.

Bidders shall have an active **Class “B”** (General Building Contractor) or Class **“C13”** (Fencing Contractor) license from the Contractor’s State License Board, a minimum of 5 years of applicable experience and 5 recently completed similar public works projects, at the time of submitting bid.

The project contract shall be completed, and facility shall be made ready for service within 30 working days after the Notice to Proceed is issued.

In accordance with Labor Code Section 1770 et seq., this Project is a “public work,” and thus, the Contractor and any Subcontractors must pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Five percent of the payments due to the successful Contractor shall be withheld by City as retention for performance security, but the Contractor may substitute securities for said retention pursuant to Section 7.04 of the General Conditions.

Proposals (bids) to perform the work shall be made on the forms provided by the City and shall be submitted complete. In order to qualify to bid this project, bidders must obtain and properly execute a hardcopy of the contract documents, refer to Exhibit A for the standard City Construction Agreement.

Each bidder wishing to submit a bid proposal shall print a hard copy of the City's bid proposal documents for submittal from the sent or downloaded electronic set. The City's bid proposal documents include the following forms:

- Proposal (Exhibit B)
- Proposer's Qualifications & References (Exhibit C)
- Designation of Subcontractors (Exhibit D)

The successful proposer will be required to submit and provide the required insurances as noted in the Construction Agreement.

Interested parties are encouraged to visit the site at their convenience to verify site conditions prior to submitting their proposal. The site of the project is in public areas and does not require any notification or permission from the City.

Contact project manager, Alan Palermo, at alanmpal@gmail.com for questions regarding this project. All questions due by April 25, 2023, at 5:00 PM.

CITY OF ROLLING HILLS, CALIFORNIA

Alan Palermo, Consultant Project Manager, City of Rolling Hills

Exhibit A - Agreement

CONTRACT AGREEMENT

This Construction Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between [INSERT CONTRACTOR NAME] (hereinafter referred to as "CONTRACTOR") and the City of Rolling Hills, California, a municipal corporation (hereinafter referred to as "CITY").

RECITALS

- A. Pursuant to the Notice Inviting Sealed Bids for [INSERT NAME OF PROJECT] (Project"), bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On [INSERT DATE], City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the [INSERT NUMBER], [INSERT PROJECT NAME] in the City of Rolling Hills.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

- 1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, [INSERT PROJECT DESCRIPTION] in the City of Rolling Hills. The work shall be performed in accordance with the Plans and Specifications dated [INSERT DATE], (the "Specifications") on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal and in accordance with the instructions of the City.
- 2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project shall consist of all the documents and exhibits in the Request for Bid and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the

aforesaid documents and this written agreement, the provisions of this Agreement shall govern. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal [INSERT VALUE] as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within [INSERT VALUE] working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.
5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum of be \$250/day for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.
6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.
7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 ("Prevailing Wage Laws"), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any

prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

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

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

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control

Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any

public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States

CONTRACTOR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CONTRACTOR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

CONTRACTOR shall submit the Illness and Injury Prevention Program and a Project site specific safety program to CITY prior to beginning Work at the Project site. CONTRACTOR shall maintain a confined space program that meets or exceeds the CITY Standards. CONTRACTOR shall adhere to CITY's lock out tag out program

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

14. CONTRACTOR'S LIABILITY: The City of Rolling Hills and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 1 year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
 - a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
 - i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.

- iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 - v. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vi. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vii. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects

the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.
- d. Builder's Risk (Course of Construction) Insurance.
 - i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.
 - ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.
- e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:
 - i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the claims reporting requirements must be submitted to the CITY for review.
 - v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

- f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.
 - g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
 - h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
 - i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
 - j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
18. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
20. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved

in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within five (5) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
23. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
24. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each

party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.

26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF ROLLING HILLS
2 Portuguese Bend Rd.
Rolling Hills, CA 90274

Attention: _____ Project Manager

CONTRACTOR:

Attention: _____

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

Claims: For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract

Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation: The CONTRACTOR shall submit all claims in the following format:

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

List of documents relating to claim:

- Specifications
- Drawings
- Clarifications (Requests for Information)
- Schedules
- Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

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

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

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

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

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

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall

mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

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

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

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

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

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

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the

Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

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

28. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
29. TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of

breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.

30. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
31. NO THIRD PARTY BENEFICIARY: This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
32. TIME IS OF ESSENCE: Time is of the essence for each and every provision of the Contract Documents.
33. FORCE MAJEURE: If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled to a time extension, as provided in the contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects

thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

34. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE: Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
35. ACCEPTANCE OF FACSIMILE SIGNATURES: The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
36. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California
CONTRACTOR'S License No. _____

CONTRACTOR

Date By: _____
TITLE

CITY OF ROLLING HILLS, CALIFORNIA

Date By: PATRICK WILSON, MAYOR

ATTEST:

Date By: CHRISTIAN HORVATH, CITY CLERK

CONTRACTOR'S Business Phone _____

Emergency Phone at which CONTRACTOR can be reached at any time: () _____

APPROVED AS TO FORM:

PATRICK DONEGAN, CITY ATTORNEY

Date

**AGREEMENT OF INDEMNIFICATION
AND HOLD HARMLESS AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Equestrian Fence Replacement Project, Job No. 2023-03

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (list all names): _____

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rolling Hills and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent

active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name _____

Name _____

By: _____

By: _____

Exhibit B - PROPOSAL

Name of Proposer: _____ The undersigned, having examined the proposed Contract Documents titled:

Equestrian Fence Replacement Project, Job No. 2023-03

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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Procure and Install new 3 Rail White Vinyl Equestrian Fence	1	LS	\$	\$

BASE BID:

_____ (\$ _____)
Base Bid Total Sum in Words Base Bid Total Sum in Figures

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

Name of Bidder

Address

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

Exhibit C - Proposers Qualifications and References

Name of Proposer _____

THE PROPOSER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The proposer has been engaged in the contracting business, under the present business name, for _____ years.
2. Experience in work of a nature similar to that covered in the Proposal extends over a period of _____ years.
3. The proposer, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):

4. Contractor's License Number, State of California _____ Class _____

5. Contractor's License Expiration Date _____

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

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

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A					
C					
D					

E					
E					

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

	NAME	TITLE	ADDRESS	TELEPHONE
A				
B				
C				
D				
E				

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

Bank _____ Branch _____

Bank _____ Branch _____

Bank _____ Branch _____

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

Surety Company _____ Phone _____

Surety Company _____ Phone _____

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

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION

(Attach additional sheets as necessary)

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

Signature of Proposer _____

Name/Title: _____

Exhibit D - DESIGNATION OF SUBCONTRACTORS

NAME OF PROPOSER

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

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

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

Name of Subcontractor	City	Portion	Estimated \$ Amount
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			

Name:			
License No.			
License Class			
DIR Registration No.			

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

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

The Contractor shall not:

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

- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

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

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

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

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

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

ATTACHMENT A - STREET VIEW



Fencing that was removed and needs to be replaced. Both sides of equestrian path

ATTACHMENT B - PLAN VIEW

Fencing removed and
needs to be replaced



ATTACHMENT C - EXISTING CONDITION
(PHOTOS TAKEN APRIL 3, 2023)



Corner of Portuguese Bend
Road and Palos Verde Dr. N -
Looking South



Corner of Portuguese Bend
Road and Palos Verde Dr. N -
Looking West down path from
City Hall to Portuguese Bend
Road



Portuguese Bend Road -
Looking South down equestrian
path



Equestrian path looking south -
between City Hall parking lot and
Portuguese Bend Road



North start point - Begin
equestrian fencing, at Asphalt
Path/Drive Approach to City Hall
off Portuguese Bend Road

From: [Accounting](#)
To: [John Signo](#); [REDACTED]; [Christian Horvath](#)
Subject: Bennett Landscape - rfp
Date: Monday, April 10, 2023 7:32:04 AM

Good Morning

In the spirit of professionalism, I am bringing these concerns to you. As I have mentioned before, we have installed wooden fence and would like the opportunity to quote this entry fence.

I have read thru the RFP 2023-03 Equestrian Fence Replacement Project and have some questions:

- Project work includes the following tasks – please delete the sentence starting “The general items of work include removal of an existing diesel emergency generator, removal of waterproofing on the emergency generator building, removal of soil around the emergency generator building, electric services required for removal of the emergency generator and verification of condition of existing electrical conduits for future use.” This is the previous job.
- It is the City’s prerogative to choose a class license to bid responses. Please open this up to C-27 and get more responses. C-27 is a broad category for these skilled trades as masonry, fencing, sprinklers, drainage etc.
- Scope does not recommend removing old concrete footings so it won’t interfere with installation.
- Installation detail – would you like a sample?
Recommend that the existing header board be removed and replaced with metal header board in the inside of the posts.
- Bottom of page 1... duplicate paragraphs
- Heading of plant and equipment list ...#11, what does “plant” refer to?

If you have any questions, please call me.

Thank you!

Sean

BACKGROUND

The City of Rolling Hills ("City") is an equestrian friendly city with numerous equestrian paths throughout the community. Equestrian paths adjacent to roads have fencing separating the equestrian paths. The equestrian path along Portuguese Bend Road in front of the City Hall facility had deteriorated and was removed to accommodate landscape maintenance. The City is seeking qualified firms to procure and install new equestrian fencing on both sides of the equestrian path to replace the fencing that was removed.

REQUIREMENTS:

The City is requiring the new fencing match in style the existing fencing (3 rail) and that the new fencing is white vinyl in lieu of wood fencing previously used and existing in some places. Refer to Attachment A for a street view of the existing fencing along Portuguese Bend Road (before it was removed.).

The approximate length of the equestrian path requiring new fencing is 180 feet, refer to Attachment B for approximate location of fencing that would be required. The Contractor/Vendor would be required to confirm length. Refer to Attachment C for pictures of the path as it currently exists.

The selected firm would be required to remove the existing footings (fence was previously removed, footings are still in place), procure and install the equestrian fencing to replace the fencing removed. Each firm submitting a proposal will be required to include the name of the manufacturer they will be procuring the materials from and include approximate dimensions of the fencing they are proposing. The selected firm will be required to:

- Provide an installation detail for the proposed fencing.
- Remove the existing header board and replace with a metal header board in the inside of the posts.
- Provide all materials and labor required to install the new equestrian fence and may be required to submit manufacturers cut sheets and/or shop drawings as part of the project.

Notice to Contractors Inviting Proposals

April 11, 2023

NOTICE IS HEREBY GIVEN that proposals for performing the following described work will be received by the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until **2:00 P.M. on May 2, 2023**. Proposals are to be submitted electronically via email to cityclerk@cityofrh.net and alanmpal@gmail.com.

Equestrian Fence Replacement, Project, Job No. 2023-03

The project work shall include the following tasks:

The work to be done consists of furnishing all materials, equipment, tools labor, and incidentals as required by the RFP and contract documents. The general items of work include removal of existing fence footings and installing new equestrian 3 rail White Vinyl fencing for the equestrian path adjacent to Portuguese Bend Road.

Bidders shall have an active **Class "B"** (General Building Contractor), **Class "C13"** (Fencing Contractor), or **Class "C27"** (Landscaping Contractor) license from the Contractor's State License Board, a minimum of 5 years of applicable experience and 5 recently completed similar public works projects, at the time of submitting bid.

The project contract shall be completed, and facility shall be made ready for service within 30 working days after the Notice to Proceed is issued.

In accordance with Labor Code Section 1770 et seq., this Project is a "public work," and thus, the Contractor and any Subcontractors must pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

Five percent of the payments due to the successful Contractor shall be withheld by City as retention for performance security, but the Contractor may substitute securities for said retention pursuant to Section 7.04 of the General Conditions.

Proposals (bids) to perform the work shall be made on the forms provided by the City and shall be submitted complete. In order to qualify to bid this project, bidders must obtain and properly

Exhibit C - Proposers Qualifications and References

Name of Proposer _____

THE PROPOSER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The proposer has been engaged in the contracting business, under the present business name, for _____ years.
2. Experience in work of a nature similar to that covered in the Proposal extends over a period of _____ years.
3. The proposer, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):

4. Contractor's License Number, State of California _____ Class _____

5. Contractor's License Expiration Date _____

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

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

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A					
B					
C					

D					
E					

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

	NAME	TITLE	ADDRESS	TELEPHONE
A				
B				
C				
D				
E				

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

Bank _____ Branch _____

Bank _____ Branch _____

Bank _____ Branch _____

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

Surety Company _____ Phone _____

Surety Company _____ Phone _____

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

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION

(Attach additional sheets as necessary)

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

Signature of Proposer _____

Name/Title: _____



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.H
Mtg. Date: 04/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE AN UPDATE ON WIRELESS COMMUNICATION FACILITIES APPLICATIONS AND ACTIVITIES

DATE: April 10, 2023

BACKGROUND:

Existing wireless facilities in the City are in need of upgrades so residents have adequate cellphone coverage during an emergency. This became apparent a few weeks when a resident needed medical attention during a storm but had difficulties contacting emergency responders due to poor cellphone coverage.

DISCUSSION:

In March 2023, the City approved 14 wireless applications to upgrade and maintain existing facilities operated by T-Mobile. New wireless applications are expected to be submitted soon and an updated Wireless Ordinance would help protect the City and assist with expediting modifications to existing facilities as required by federal law.

The current Ordinance, which was last updated in 2004, does not address new legislation for "eligible facilities" nor addresses the "shot clock" requirement which is meant to expedite modifications to existing facilities.

Staff has met with the City Attorney's office to discuss updating the Wireless Ordinance. In the upcoming weeks, staff and the City Attorney's Office will be working on updates to the Ordinance, preparing forms and checklists, and drafting standard conditions applicable to wireless facilities.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.A
Mtg. Date: 04/10/2023

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: RECEIVE AND FILE A REPORT FROM THE APRIL 6, 2023 SOLID WASTE AND RECYCLING COMMITTEE (VERBAL)

DATE: April 10, 2023

BACKGROUND:

At the March 27, 2023 meeting the City Council received a presentation from Finance Director Robert Samario on the development of policies for refuse service billings. After some discussion, the Council voted to send to the Solid Waste and Recycling Committee for further evaluation and recommendations.

DISCUSSION:

The Committee met on April 6, 2023 after the City Council agenda was finalized and will present their recommendations to the Council for discussion and potential action.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file. Provide direction to staff.

ATTACHMENTS:

[CL_AGN_230410_CC_12A_SWC_Recs.pdf](#)

SOLID WASTE AND RECYCLING COMMITTEE
RECOMMENDATION ON DEVELOPMENT OF POLICIES OR AN ORDINANCE FOR
APPLICABLE TO REFUSE SERVICE BILLINGS

1. Use a policy approach vs a mandatory ordinance.
2. Adopt a policy that:
 - a. Establishes that all developed parcels, including those with any structures, be billed for refuse services.
 - b. Exempts undeveloped parcels (vacant lots) from being billed unless they opt in.
3. After adopting the policy, send a letter to the owners of the vacant, undeveloped, lots to advise them of:
 - a. The exemption from the annual assessment for refuse services
 - b. Their restriction from any and all services provided by Republic, including the communal services provided by Republic.
 - c. Their responsibilities for properly managing and disposing of their refuse in accordance with the requirements set forth by State law.
 - d. The ability to opt into the services provided by the City through Republic and thereby agreeing to being assessed at the same rate.
4. Coordinate with Republic Services as to which undeveloped properties should not be receiving services.
5. Any disputes or complaints from residents about these policies will be addressed on a case by case basis.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.B
Mtg. Date: 04/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ALAN PALERMO, PROJECT MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BOLTON ENGINEERS TO REVISE THE TENNIS ADA IMPROVEMENT PLANS AND FILE CONSTRUCTION PERMITS WITH LOS ANGELES COUNTY BUILDING AND SAFETY DEPARTMENT FOR THE ADA IMPROVEMENTS AT THE TENNIS COURTS.

DATE: April 10, 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 Los Angeles County Building and Safety (LACBS). Bolton Engineering was in the process of responding to corrections when the process was put on hold. At the May 10, 2021 City Council meeting, staff presented Amendment 1 to Bolton Engineering's Professional Service Agreement to have Bolton Engineering bring the project to completion and conduct on site inspections 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. This action was approved at that meeting.

DISCUSSION:

The Americans with Disabilities Act (ADA) improvement plans for the tennis court area were submitted to LACBS for a grading permit on December 15, 2022. LACBS provided plan check comments on the submittal on March 3, 2023. Upon review of the comments a meeting was arranged and held between the Rolling Hills Community Association (RHCA) and Bolton Engineering to coordinate the multiple projects planned for the tennis court facility. Subsequently, it was determined the Tennis Court ADA improvement project would proceed with improvements needed for ADA purposes only, and also accounting for planned future improvements. The plans would need to be revised to eliminate design elements that would

be included with the future projects (new cabana, retaining walls, etc.) that currently show on the improvement plans submitted to LACBS. This direction was conveyed to Bolton Engineering and they submitted a change order request to revise the plans as directed. Bolton Engineering submitted a change order in the amount of \$4,000 to revise the plans as requested and continue with the review and permit process with LACBS. Bolton Engineering's change order request is attached along with a full plan of the proposed changes.

FISCAL IMPACT:

The proposed change order for \$4,000 will be covered under the capital improvement budget for the tennis courts improvement.

RECOMMENDATION:

Consider and approve second amendment to the Professional Service Agreement with Bolton Engineering to revise previously prepared plans and continue with permitting through Los Angeles County Building and Safety.

ATTACHMENTS:

[Civil CO#2-Tennis Court ADA Access.pdf](#)

[C-GRADING PLAN_Tennis Court_concept revised limits of grading_AP Comments.pdf](#)

Bolton Engineering Corporation

25834 Narbonne Ave. Suite 210
Lomita, CA 90717
tel (310) 325-5580 fax (310) 325-5581

March 24, 2023

City of Rolling Hills
Attention: Alan Palermo

**Subject: CO#2
Civil Engineering Services for
Tennis Court ADA Access**

Dear Mr. Palermo;

Per our call this week, we have been given direction to prepare updates to the previously prepared civil engineering drawings, for the Tennis Court ADA Access project. Given this, we propose the following Change Order #2 to the previously approved scope of services for Civil Engineering:

I. Scope of Work

- A. Revise grading plans to eliminate proposed cabana, adjacent hardscape and north retaining wall, and revise to graded pad and slope. Revise associated drainage to accommodate. Revise alignment of walls adjacent to tennis court to accommodate future tennis court expansion. Per attached exhibit from City staff.

Proposed Fee: \$4,000.00

We proposed to conduct this work in accordance with our previously executed beginning work authorization. To authorize work under the outlined terms, please sign and initial one copy of this document and return to our offices. Thank you for the opportunity to provide services on this project.

Regards,

BOLTON ENGINEERING CORP.

Dan Bolton, PE

Accepted By:

Signature

Date

Title

Include Demo Plan calling out the existing facilities that will be removed .

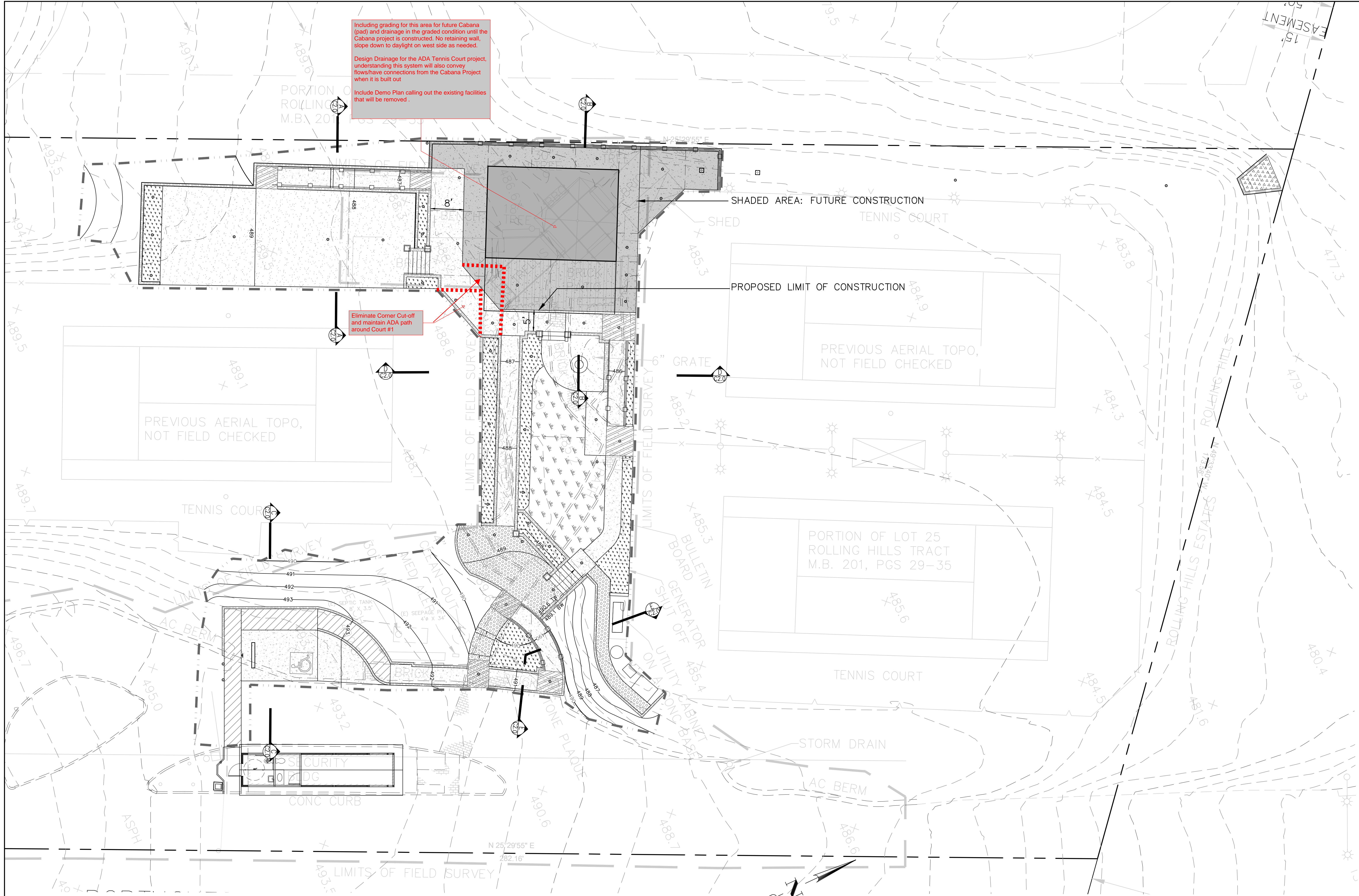
—PROPOSED LIMIT OF CON

Eliminate Corner Cut-off
and maintain ADA path
around Court #1

N 25°29'55" E

- SHED

PREV
NOT



Including grading for this area for future Cabana (pad) and drainage in the graded condition until the Cabana project is constructed. No retaining wall, slope down to daylight on west side as needed.

Design Drainage for the ADA Tennis Court project, understanding this system will also convey flows/have connections from the Cabana Project when it is built out

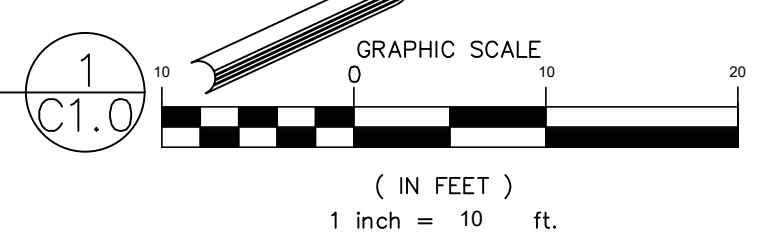
Include Demo Plan calling out the existing facilities that will be removed.

Eliminate Corner Cut-off and maintain ADA path around Court #1

TENNIS COURT OVERALL SITE PLAN
SCALE: 1" = 10'

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS
BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE PLOTTED FROM CITY RECORDS. NO ADDITIONAL UTILITY OR SUBSTRUCTURE RESEARCH HAS BEEN PERFORMED. THE CONTRACTOR SHALL DETERMINE THE EXISTENCE AND THE TRUE HORIZONTAL AND VERTICAL LOCATION AND SIZE OF ANY UNDERGROUND UTILITIES OR STRUCTURES AND SHALL BE RESPONSIBLE FOR PROTECTION, ADJUSTMENT, OR DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES SHOWN OR NOT SHOWN HEREON. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR NOTIFYING U.S.A./DIG ALERT AT 1-800-227-2600 FOR UNDERGROUND UTILITY MARKING AT LEAST 48 HOURS PRIOR TO COMMENCING ANY CONSTRUCTION. CONSTRUCTION SHALL NOT COMMENCE PRIOR TO SAID UNDERGROUND UTILITY MARKING.



Revisions	By
Bolton Engineering Corp. Civil Engineering and Surveying 25534 Narbonne Avenue Suite 210 Lomita, Ca. 90717 Ph: 310-325-5580 Fax: 310-325-5581	
BEC	
CLIENT: CITY OF ROLLING HILLS & ROLLING HILLS COMMUNITY ASSOCIATION 2 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274	
TITLE: OVERALL SITE PLAN TENNIS COURT AREA IMPROVEMENTS 2 PORTUGUESE BEND ROAD ROLLING HILLS, CA 90274	
Date: Oct 20, 2022 Scale: AS SHOWN Drawn: TMA Checked: TMA Job No: 8080_P1	
Sheet G1.0 Of 10 Sheets	



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 04/10/2023

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: RECEIVE AND FILE INFORMATION UPDATE ON KNOW YOUR ZONE CAMPAIGN, PVPREADY WEBSITE, AND ZONEHAVEN PLATFORM LAUNCH

DATE: April 10, 2023

BACKGROUND:

The County of Los Angeles Office of Emergency Management (OEM) is collaborating with local jurisdictions located in Very High Fire Severity Zones for the development of evacuation zones and processes supported by the evacuation platform (currently known as the Zonehaven Evacuation Project). The system is a cloud-based evacuation management platform that leverages critical data and assists local public safety personnel (i.e., Los Angeles County Fire and Sheriff Departments and Palos Verdes Estates Police Department) by providing actionable insight to emergency responders and the public in the event of a disaster. The system also serves as a tool for evacuation pre-planning and assists during real world incidents. The project's overarching goal is to develop a centralized online interactive map that divides a local city into evacuation zones based on geography, threat direction, jurisdictional boundaries, population density, and other regional and/or city specific factors.

OEM is offering this resource to the Palos Verdes Peninsula cities at no cost for up to three years. City staff has been working closely with OEM over the past year to form the evacuation zones within the system in coordination with Los Angeles County Fire and Sheriff Departments and Palos Verdes Estates Police Department, with reports shared periodically with the Peninsula Public Safety Committee (PPSC.) Once ready to launch, the system will be public facing for the community to become acquainted with their respective zone and possible evacuation routes.

At the January 23, 2023 City Council meeting, the Council approved a Memorandum of Understanding between the Palos Verdes Peninsula Cities for a 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, to develop a "Know Your Zone" campaign including the development of a website to share information with Peninsula residents.

DISCUSSION:

Staff members from the four Peninsula cities have been meeting regularly since last year in preparation for the launch of the Zonehaven platform. In order to ensure the Peninsula-wide community understands what their evacuation zones are in the event of an emergency, staff has been working to develop a multi-pronged educational and informative marketing "Know Your Zone" campaign to build awareness.

The goal is to have a soft launch of the website (PVPready.gov) in mid-April and then follow with a promotional and educational campaign directed at Peninsula residents to coincide with Wildfire Awareness Month in May. The working team is collaborating on messaging, creating a toolkit of branding elements and an outreach strategy for ensuring we reach as many residents repeatedly over a defined period, likely three to five months. Attached are some examples of the what the homepage of the website will look like.

The following are considered stakeholders for this project and staff intends to solicit their partnerships in the distribution of materials and promotion of information:

- Palos Verdes Chamber of Commerce
- Parent-child groups, PTA's
- Palos Verdes Peninsula Unified School District,
- City advisory bodies (Regional Law & Peninsula Safety Committees), City Council, Library District
- Daily Breeze/PV News, Palos Verdes Magazine, Peninsula Magazine, PV Patch, PV Pulse, Easy Reader, City News Service, KCAL-9, KNX
- Neighborhood Watch, Neighborhood Homeowner Associations
- Palos Verdes Seniors, Peninsula Village, PVE-CARES
- Rotary, Kiwanis, youth volunteer organizations, Scouts, 4-H
- Palos Verdes Transit, Metro
- Equestrians, Faith-based organizations

The campaign, at this time, is intended to be spread out over the coming months with a high concentration of messaging up-front and then a tapering as time goes on. Some examples of messaging the city staff members are discussing within this timeframe include:

Week 1 (week April 24): *Coming Soon- what is it?*

Eblast Message | Social Media

Week 2 (week May 1): *Launch – Why?*

Press Release | Eblast Message | Social Media

Week 3 (week May 8): *What's your Zone?*

Eblast Message | Social Media | RPVtv plug

Week 4 (week May 15): *Why it's important*

Week 5 (week May 11): *Memorize your Zone*

Week 6 (week May 29): *How to use your Zone*

Month 2 (June) - 2 messages

- *Have you found your Zone?*
- *Scenario to use your Zone*

Month 3 (July): *Partnerships utilizing Zones*

Month 4 (August): *Know Your Zone - Importance*

Month 5 (September): *Scenario to use your Zone*

- School Networking

Month 6 (October): *Emergency Readiness Importance*

- PVP Emergency Expo

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file.

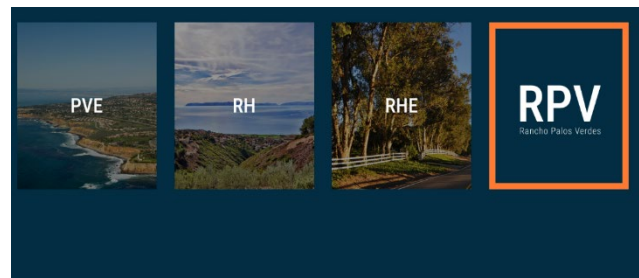
ATTACHMENTS:

[PS_ZON_230410_KnowYourZoneCampaign_sample.pdf](#)

Know Your Zone Logo



Know Your Zone Website (Design/Build In Progress)



Contact

This webpage is a collaboration of the cities of Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills and Rolling Hills Estates. For questions or more information, please view the contact tab at the top of the page or [click here](#). 555-777-2313





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 04/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE A REPORT ON THE MARCH 23, 2023 TRAFFIC COMMISSION MEETING

DATE: April 10, 2023

BACKGROUND:

The Traffic Commission met on Thursday, March 23, 2023, to discuss the following items:

- Report from the Sheriff's Department for traffic statistics from November 2022 to February 2023
- Driveway and Apron Widening at 4 Poppy Trail (Zoning Case No. 22-51): Commission approved the driveway widening on a 3-0 vote.

Commissioners Margeta and Virtue were absent from the meeting.

DISCUSSION:

Report from the Sheriff's Department

The staff report provided traffic statistics provided by the Sheriff's Department for the period between November 2022 and February 2023. It also indicated the Sheriff's Department had provided 12 hours each month of supplemental traffic enforcement for the last quarter of 2022.

A presentation was made by Deputy Darlene Lopez of the Los Angeles County Sheriff's Department on traffic statistics for the City of Rolling Hills. Deputy Lopez reported that Deputy Ochoa, the motorcycle deputy who regularly patrols Rolling Hills and issues speeding citations using Light Detection and Ranging (LIDAR), was involved in an accident and has been out for several months. His return is indefinite. The Department does not have a replacement who can enforce speeding violations using LIDAR at this time. As such, all of the citations issued during the given period were stop sign violations. The Traffic Commission emphasized that speeding in the community is a more severe violation than stop sign violations due to pedestrians and horses on the roads. They were particularly concerned about speeding violations along Crest Road and Portuguese Bend Road. Deputy Lopez indicated supplemental traffic enforcement is on a voluntary basis and officers are paid overtime. However, since there is a shortage of patrol deputies and many are overworked, there have

not been many volunteers. This concerned the Traffic Commission.

Following the meeting, Deputy Lopez relayed the Traffic Commission's concerns about a lack of deputies and speeding violations to Sergeant Tina McCoy. Staff followed up with Sergeant McCoy and she indicated they are looking to hire deputies who are LIDAR trained. She is aware of the Traffic Commission's concerns about speeding and since the Traffic Commission meeting, the Sheriff's Department has been able to issue speeding tickets based on other techniques. One such technique is pacing in which a deputy follows a vehicle and bases its speed on the speed of the patrol vehicle. There is an officer who patrols Rolling Hills who is currently going through LIDAR training.

Driveway and Apron Widening at 4 Poppy Trail (Zoning Case No. 22-51)

The Traffic Commission approved the driveway and apron widening for 4 Poppy Trail on a 3-0 vote. The widening is necessary for a proposed new single-family residence which is currently being reviewed by the Planning Commission. The City's Traffic Engineer was able to provide her review and recommendation for approval before the Commission voted. The driveway will be widened from 10 feet to 20 feet and the apron will be widened from 13 feet to approximately 23 feet to connect to an existing "bulge" on Poppy Trail.

FISCAL IMPACT:

The Sheriff's Department has a supplemental overtime fund that covers the City of Rolling Hills. Officers act on the supplemental overtime fund on a voluntary basis. Traffic enforcement is paid under the City's General Fund.

The City's Traffic Engineer, Vanessa Munoz of Willdan Engineering, is paid from the Traffic Safety Fund of the General Fund.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[Nov 2022 - Feb 2023 RH Traffic.pdf](#)

November 2022 ROLLING HILLS TRAFFIC ENFO

23RE010609

[illegible]

December 2022 Rolling Hills Traffic Enforcement Inventory List 23RE010752

DATE	LOCATION	VIOLATION	SPEED	RESIDENT CITES	NON-RESIDENT CITES	DEPUTY
12/12/2022	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
12/19/2022	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Caballeros Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte

January 2023 ROLLING HILLS TRAFFIC ENFOR

23RE010886

DATE	LOCATION	VIOLATION	SPEED	RESIDENT CITES	NON-RESIDENT CITES	DEPUTY
1/23/2023	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
1/28/2023	Eastfield/Open Brand Road	Stop Sign		0	1	Clotworthy
	Eastfield/Open Brand Road	Stop Sign		0	1	Clotworthy
	Eastfield/Open Brand Road	Stop Sign		0	1	Clotworthy
Inventory List						4/6/2023

February Rolling Hills Traffic Enforcement

23RE0101014

DATE	LOCATION	VIOLATION	SPEED	RESIDENT CITES	NON-RESIDENT CITES	DEPUTY
2/19/2023	Eastfield Dr/Outrider Rd	Stop Sign		0	1	Clotworthy
	Eastfield Dr/Outrider Rd	Stop Sign		1	0	Clotworthy
	Eastfield Dr/Outrider Rd	Stop Sign		1	0	Clotworthy
	Eastfield Dr/Outrider Rd	Stop Sign		1	0	Clotworthy
2/20/2023	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Southfield Dr	Stop Sign		0	1	Duarte
	Crest Road/Caballeros Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Caballeros Rd	Stop Sign		1	0	Duarte
2/27/2023	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		0	1	Duarte



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.A
Mtg. Date: 04/10/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE FIRE FUEL ABATEMENT AND CODE ENFORCEMENT QUARTERLY REPORT FOR THE FIRST QUARTER OF 2023 (JANUARY 1 THROUGH MARCH 31)

DATE: April 10, 2023

BACKGROUND:

The Code Enforcement division provides quarterly updates on fuel abatement cases which consist of active and closed cases. The attachments show active and closed cases consisting of dead vegetation and other code violations for the first quarter of 2023. Also included is a list of cumulative open cases.

DISCUSSION:

During the first quarter of 2023, there were a total of 11 cases closed, including 4 dealing with vegetation or dead trees; 4 cases were opened, including 1 involving dead vegetation. In total, code enforcement is working on 11 open cases, of which 5 deal with vegetation or dead trees.

The City's previous code enforcement contract ended on December 31, 2022. The City then obtained 4LEAF, Inc., who began providing code enforcement services starting January 31, 2023. Due to the transition, there have been few cases opened during the first quarter. The winter weather has also made it challenging to distinguish dead vegetation from dormant ones and Code Enforcement has been very careful not to cite owners who are not in violation. There have been drainage issues over the past few months caused by faulty irrigation lines or excessive stormwater, but code cases have not been opened if the owner deals with the issue immediately or if there is no actual violation. The Code Enforcement Division is continuing to use iWorQ to generate quarterly updates and track code enforcement and fire fuel abatement cases. Those reports are attached.

FISCAL IMPACT:

Code enforcement services is provided contractually and payment is made from the General Fund.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:

[CE_QRP_2023_Q1_Opened_Cases.pdf](#)

[CE_QRP_2023_Q1_Closed_Cases.pdf](#)

[CE_QRP_2023_Q1_Cumulative_Open_Cases.pdf](#)



1st Qtr. 2023 Opened Cases

1/1/2023 - 03/31/2023

Case Date	Address of Violation	Description	Main Status
3/15/2023	6 Bowie Road	Broken water/drainage line	Open
2/21/2023	2 Crest Rd W	Dead vegetation, visible from Portuguese Bend Rd	Open
2/14/2023	28 Portuguese Bend Rd	Broken Fence/Dead Vegetation	Open
1/5/2023	5 Crest Road East	Illegal construction	Open

Total Records: 4

4/3/2023



1/1/2023 - 3/31/2023

Case Date	Address of Violation	Description	Main Status	Case Closed
5/17/2022	5 Sagebrush Ln	Unpermitted Construction	Closed	1/10/2023
6/3/2021	1 Hackamore Road	Illegal construction, unpermitted. Boat stored in prohibited location.	Closed	1/27/2023
6/24/2020	61 Eastfield Drive	Grading and Drainage	Closed	2/9/2023
11/23/2021	2 Acacia Lane	Unpermitted replacement of roof on guest house, unpermitted demolition of pool deck, and no C&D permit.	Closed	2/10/2023
10/4/2022	15 Upper Blackwater Canyon Rd	Dead Trees & Discarded Tree Trimmings	Closed	2/14/2023
2/9/2023	18 Crest Road East	Broken irrigation line or malfunctioning timer/sprinklers; water draining onto trail and Crest Road East	Closed	2/21/2023
8/16/2022	1 Sagebrush Lane	Dead Trees	Closed	3/7/2023
7/7/2022	7 Crest Rd. West	Unpermitted construction to the interior of resident	Closed	3/14/2023
11/1/2022	2950 Palos Verdes Drive	Dry Noxious Growths and Trash	Closed	3/17/2023
10/12/2022	64 Portuguese Bend Road	Large event with lights and music	Closed	3/17/2023
8/16/2022	24 Portuguese Bend Road	Dead Trees	Closed	3/28/2023

Total Records: 11

4/4/2023



Cumulative Open Cases

Cumulative Open Cases

Case Date	Address of Violation	Description	Main Status
3/15/2023	6 Bowie Road	Broken water/drainage line	Open
2/21/2023	2 Crest Rd W	Dead vegetation, visible from Portuguese Bend Rd	Open
2/14/2023	28 Portuguese Bend Rd	Broken Fence/Dead Vegetation	Open
1/5/2023	5 Crest Road East	Illegal construction	Open
12/13/2022	21 Portuguese Bend Rd	Broken Fence	Open
11/8/2022	69 Portuguese Bend Rd	Unpermitted structure (chicken coop) built w/o approval and permits	Open
11/3/2022	20 Chuckwagon Road	New Retaining Wall without Permits, Dead Pine Tree.	Open
9/22/2022	29 Middleridge Ln S	Extensive grading and importing of soil. Dead shrubs/trees/vegetation on the property (visible from the road).	Open
6/9/2022	4 Spur Ln	Dead/Dry vegetation	Open
4/21/2021	2 Buggy Whip Drive	broken fence and trash	Open
3/11/2020	2950 Palos Verdes Drive	Expired Permit	Open

Total Records: 11

4/3/2023



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 15.B

Mtg. Date: 04/10/2023

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: RECEIVE AND FILE UPDATE ON CITY MANAGER'S DISCUSSION WITH THE OTHER PALOS VERDES PENINSULA CITY MANAGERS REGARDING SUPPORT FOR PENINSULA WIDE EMERGENCY NOTIFICATION SIREN STUDY AND PURSUIT OF GRANTS (VERBAL)

DATE: April 10, 2023

BACKGROUND:

None

DISCUSSION:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file.

ATTACHMENTS:



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A

Mtg. Date: 04/10/2023

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: April 10, 2023

BACKGROUND:

None

DISCUSSION:

None

FISCAL IMPACT:

None

RECOMMENDATION:

None.

ATTACHMENTS: