



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

AGENDA REGULAR MEETING

CITY COUNCIL
MONDAY, MAY 13, 2019

CITY OF ROLLING HILLS
7:00 P.M.

Next Resolution No. 1237

Next Ordinance No. 362

1. CALL TO ORDER

2. ROLL CALL

PLEDGE OF ALLEGIANCE

3. OPEN AGENDA - PUBLIC COMMENT WELCOME

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

4. CONSENT CALENDAR

Matters which may be acted upon by the City Council in a single motion. Any Councilmember may request removal of any item from the Consent Calendar causing it to be considered under Council Actions.

A. Payment of Bills.

RECOMMENDATION: Approve as presented.

B. Republic Services Recycling Tonnage Report for March 2019.

RECOMMENDATION: Receive and file.

C. ORDINANCE NO. 361 – AN ORDINANCE OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 13.18 (WATER EFFICIENT LANDSCAPE) OF TITLE 13 (WATER AND SEWERS) OF THE ROLLING HILLS MUNICIPAL CODE.

RECOMMENDATION: Second reading, waive full reading and adopt Ordinance.

D. Committee Assignment.

RECOMMENDATION: Approve as presented.

5. COMMISSION ITEMS

A. RESOLUTION NO. 2019-07. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A VARIANCE TO ALLOW CONSTRUCTION OF A BASEMENT LIGHT WELL IN THE FRONT YARD SET BACK AND A MAJOR MODIFICATION TO CHANGE THE

PREScribed ORDER OF CONSTRUCTION AND A TWO YEAR EXTENSION RELATING TO PREVIOUSLY GRANTED SITE PLAN REVIEW AND VARIANCE ENTITLEMENTS AT 5 EL CONCHO LANE IN ZONING CASE NO. 916, (LOT 10-GF) ROLLING HILLS, CA (DE MIRANDA).

6. PUBLIC HEARINGS

- A. A HEARING TO CONSIDER WHETHER NONCOMPLIANCE WITH CITY COUNCIL RESOLUTION NO. 1196 AND THE COVENANT RECORDED AGAINST TITLE PURSUANT THERETO CONSTITUTES A PUBLIC NUISANCE WITH REGARD TO FAILURE TO ABATE A VIEW IMPAIRMENT AT 15 PORTUGUESE BEND ROAD (COVENANT RECORDED AS DOCUMENT NUMBER 20170547814 AND DATED 05/17/2017) (OWNERS: WILLIAM AND JUDITH HASSOLDT).

7. OLD BUSINESS

- A. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR THE SANITARY SEWER IMPROVEMENT FEASIBILITY STUDY PHASE 2 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AN AMOUNT NOT-TO-EXCEED \$32,420.
- B. CONSIDERATION AND APPROVAL OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE CITY HALL PARKING LOT AND PORTUGUESE BEND ROAD BETWEEN PALO VERDES DRIVE NORTH TO ENTRY GATES; CONSIDERATION AND APPROVAL OF RESOLUTION 1237, ASSIGNMENT TO THE CITY OF ROLLING HILLS ESTATES ITS AVAILABLE PROPOSITION C TRANSPORTATION FUNDS; AND CONSIDERATION AND APPROVAL OF RESOLUTION 1238 APPROVING ALLOCATION OF MEASURE M AND MEASURE R FUNDS TOWARDS RESURFACING OF PAVEMENT IN AND AROUND THE CITY OF ROLLING HILLS CITY HALL CAMPUS AREA AND THE SEGMENT OF PORTUGUESE BEND ROAD FROM THE MAIN GATE TO PALOS VERDES DRIVE NORTH.
- C. CONSIDERATION OF OPTIONS FOR SOLID WASTE SERVICES BEGINNING JULY 1, 2020.
- D. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH ROLLING HILLS COMMUNITY ASSOCIATION TO COST SHARE DESIGN FEES ASSOCIATED WITH ASSESSMENT DISTRICT PROJECTS

8. NEW BUSINESS

NONE.

9. MATTERS FROM THE CITY COUNCIL AND MEETING ATTENDANCE REPORTS

NONE.

10. MATTERS FROM STAFF

A. CODE ENFORCEMENT –QUARTERLY REPORT

11. CLOSED SESSION

NONE.

12. ADJOURNMENT

Next meeting: Wednesday, May 29, 2019 at 7:00 p.m. in the Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California.

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.

All Planning Commission items have been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines unless otherwise stated.



City of Rolling Hills

Agenda Item No.: 4A

Mtg. Date: 05/13/2019

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD

ROLLING HILLS, CALIF. 90274

(310) 377-1521

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4/30/2019 CHECK RUN C

CHECK NO.	CHECK DATE	PAYEE	DESCRIPTION	AMOUNT
25854	04/30/2019	CITY OF RANCHO PALOS VERES	MONTHLY ALRP	66.50
25855	04/30/2019	COUNTY OF LOS ANGELES	MARCH 2019 ANIMAL SERVICES	19.61
25856	04/30/2019	DAILY BREEZE	CLASSIFIED ADVERTISING - MARCH 2019	134.82
25857	04/30/2019	DELIA ARANDA	REIMBURSED MILEAGE	7.83
25858	04/30/2019	ELAINE JENG	REIMBURSED MILEAGE	299.28
25859	04/30/2019	EXECUTIVE-SUITE SERVICES, INC.	APRIL JANITORIAL SERVICES	392.00
25860	04/30/2019	JULIA STEWART	MILEAGE NOV 2018 TO JAN 2019	4.39
25861	04/30/2019	SOUTHERN CALIFORNIA EDISON	MAR/APRIL ELECTRICITY	1,458.47
25862	04/30/2019	UNION BANK	OFFICE SUPPLIES	96.22
				<u>\$ 2,479.12</u>
				2,479.12

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 \$2,479.12 or the payment of above items.

Elaine Jeng, P.E., City Manager
Previously Disbursed

05/01/19



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City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
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5/13/2019 CHECK RUN A

CHECK NO.	CHECK DATE	PAYEE	DESCRIPTION	AMOUNT
25863	5/13/2019	BEST BEST & KRIEGER LLP	MARCH 2019 SERVICES - CITY OF ROLLING HILLS	5,883.21
25864	5/13/2019	BEST BEST & KRIEGER LLP	MARCH 2019 SERVICES - LAND USE	3,610.00
25865	5/13/2019	BEST BEST & KRIEGER LLP	MARCH 2019 SERVICES - VIEW	1,064.00
25866	5/13/2019	BOLTON ENGINEERING CORPORATION	TENNIS COURT GRADING/ADA PLANS	8,000.00
25867	5/13/2019	CALIFORNIA WATER SERVICE CO.	UTILITIES - WATER	252.42
25868	5/13/2019	COX COMMUNICATIONS	APRIL TO MAY CHARGES - INTERNET AND PHONE	476.85
25869	5/13/2019	DAILY BREEZE	APRIL 2019 CLASSIFIED ADVERTISING	674.10
25870	5/13/2019	DIVERGEIT	APRIL 2019 BRONZE. ETHERNET SWITCH AND LICENSE	3,039.90
25871	5/13/2019	MCGOWAN CONSULTING	MARCH 2019 MS4 PERMIT CONSULTING	3,508.37
25872	5/13/2019	MNS ENGINEERS, INC.	CAL-OES REQUEST	3,987.50
25873	5/13/2019	MSW CONSULTANTS	WASTE DIVERSION COMPLIANCE	631.25
25874	5/13/2019	PITNEY BOWES	POSTAGE	1,060.99
25875	5/13/2019	REVIZE, LLC	WEB DESIGN	4,940.00
25876	5/13/2019	ROGERS, ANDERSON, MALODY & SCOTT	ACCOUNTING SERVICES MARCH 2019	7,275.00
25877	5/13/2019	SOUTHERN CALIFORNIA ELECTRICAL	PRELIM RULE 20 FOR CAL OES	13,000.00
25878	5/13/2019	TERMINIX	APRIL 2019 PEST CONTROL	52.00
25879	5/13/2019	USCM	DEFERRED COMP 4-26-19	1,200.00
25880	5/13/2019	VANTAGEPOINT TRANSFER AGENTS -	DEFERRED COMP 4-26-19	733.80
25881	5/13/2019	WILDEN INC	JAN, FEB AND MARCH 2019 SERVICES	415.00
25882	5/13/2019	WOMEN'S COMMUNITY CLUB OF RH	REIMBURSEMENT FOR TABLES	400.00
25883	5/13/2019	XEROX	APRIL 2019 FEE	46.00
25884	5/13/2019	MSW CONSULTANTS	WASTE DIVERSION COMPLIANCE	2,932.50
EFT	5/1/2019	CALPERS	HEALTH INSURANCE MAY 2019	9,154.95
EFT	5/1/2019	CALPERS	RETIREMENT APRIL 2019	2,839.75
* PR LINK	4/26/2019	PR LINK - PAYROLL PROCESSING	PROCESSING FEE	64.80
* PR LINK	4/26/2019	PR LINK - PAYROLL 8 & PR TAXES	PAY PERIOD - APRIL 10, 2019 THROUGH APRIL 23, 2019	15,674.18
				<u>\$ 90,916.57</u>
				75,177.59

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 \$90,916.57 for the payment of above items.

Elaine Jeng, P.E., City Manager

* Previously Disbursed

CITY OF ROLLING HILLS RESIDENTIAL ALLIED WASTE RECYCLE NOW REPORT

Report Date:

2019

MONTH	RECYCLED (tons)	GREEN WASTE (tons)	C&D Recycled	C&D Disposed	Disposal Tonnage	Diversion %	MONTHLY TOTALS (tons)
2019							
January	23.07	114.12	13.57	7.30	137.12	51.07%	295.18
February	5.97	98.95	33.37	7.09	131.19	50.00%	276.57
March	67.62	92.91	23.36	10.01	91.16	64.51%	285.06
April	-	-	-	-	-	0.00%	0.00
May	-	-	-	-	-	0.00%	0.00
June	-	-	-	-	-	0.00%	0.00
July	-	-	-	-	-	0.00%	0.00
August	-	-	-	-	-	0.00%	0.00
September	-	-	-	-	-	0.00%	0.00
October	-	-	-	-	-	0.00%	0.00
November	-	-	-	-	-	0.00%	0.00
December	-	-	-	-	-	0.00%	0.00
Year to Date Totals:	96.66	305.98	70.29	24.41	359.47	55.20%	856.81
Average Monthly Totals:							
2019	32.22	101.99	23.43	8.14	119.82	55%	285.60



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ROLLING HILLS, CA 90274
(310) 377-1521
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Agenda Item No.: 4C
Mtg. Date: 05/13/19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

THROUGH: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: ORDINANCE NO. 361 - AN ORDINANCE OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 13.18 (WATER EFFICIENT LANDSCAPE) OF TITLE 13 (WATER AND SEWERS) OF THE ROLLING HILLS MUNICIPAL CODE.

DATE: MAY 13, 2019

ATTACHMENTS:

- 1. April 22, 2019 Staff Report**
- 2. Ordinance No. 361**

BACKGROUND

This proposed ordinance was introduced for first reading at the March 25, 2019 City Council Meeting, at which time substantive changes were made. The Ordinance was re-introduced for first reading at the April 22, 2019 City Council meeting. After consideration and discussion by the City Council, the proposed ordinance was approved for a second reading and adoption.

RECOMMENDATION

It is recommended that the City Council waive the full reading and adopt the Ordinance No. 361 - an ordinance of the City of Rolling Hills amending Chapter 13.18 (Water Efficiency Landscape) of Title 13 (Water and Sewers) of the Rolling Hills Municipal Code.

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INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
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Agenda Item No.: 7D
Mtg. Date: 04/22/19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR
JANE ABZUG, ASSISTANT CITY ATTORNEY

THROUGH: ELAINE JENG, CITY MANAGER

SUBJECT: CONSIDERATION OF AN ORDINANCE NO. 361. AN ORDINANCE OF THE CITY OF ROLLING HILLS, CALIFORNIA AMENDING CHAPTER 13.18 (WATER EFFICIENT LANDSCAPE) OF TITLE 13, WATER AND SEWERS OF THE ROLLING HILLS MUNICIPAL CODE, AND WAIVE THE FULL READING AND INTRODUCE ON FIRST READING ORDINANCE NO. 361.

DATE: APRIL 22, 2019

ATTACHMENT:
DRAFT ORDINANCE NO. 361

BACKGROUND

In 1992, the State of California enacted the Water Conservation in Landscaping Act, (AB 325) requiring the adoption of a water efficient landscape ordinances by cities and counties throughout the state. In 1993, the City of Rolling Hills adopted such ordinance as part of the Zoning Code. This ordinance was very basic with few provisions.

In 2004 the State of California enacted Assembly Bill 2717 establishing a stakeholder based Landscape Taskforce charged with formulating recommendations to improve irrigation efficiency in new and existing landscaping. In 2006 the Governor signed Assembly Bill 1881 requiring cities and counties to implement the Taskforce's recommendation, and in 2010 the taskforce developed a Model Water Efficient Landscape Ordinance (MWELo), which was codified in the California Code of Regulations Title, 23, Waters. The purpose of the State's MWELo is to protect the State's

water supply, encourage water conservation, and to provide cities with the appropriate authority to ensure efficient water use for public and private landscape projects. A city may adopt the State's MWELo as is or it may adopt its own Water Efficiency Landscape Ordinance (WELo) that is at least as effective as the State's MWELo. (Cal. Gov. Code § 65595(c).) If a city takes no action or if a city's WELo is out of compliance, then the city must follow the State's MWELo. (Gov. Code § 65585(d).) In 2010 the City of Rolling Hills adopted its own WELo based on the State's 2010 MWELo. (RHMC Chapter 13.18).

In 2015, the California Legislature adopted new regulations and updated its MWELo. (*See* Cal. Code. Regs., tit. 23, § 490 et seq.) The City of Rolling Hills did not amend its 2010 ordinance and is currently operating under the 2010 MWELo. In October 2018, a resident of Rolling Hills who is a landscape architect brought to the City's attention that the City is not in compliance with the state law in regards to the 2015 MWELo. The City must amend RHMC Chapter 13.18 by making it at least as effective as the State's MWELo or repeal RHMC Chapter 13.18 and apply the 2015 MWELo within the City.

The 2015 MWELo is more stringent than the 2010 MWELo. The 2010 MWELo applied to public agency projects, private development projects, and developer-installed single-family residence projects that are for new construction and rehabilitated landscapes, requiring administrative or discretionary review for a landscape area of 2,500 square feet or more, and to homeowner-initiated single-family residential projects that are for new construction and rehabilitated landscapes, requiring administrative or discretionary review for a landscape area of 5,000 square feet or more.

By comparison, the 2015 MWELo applies to all new construction projects requiring administrative or discretionary review for a landscape area of 500 square feet or more, and rehabilitated landscape projects requiring administrative or discretionary review for a landscape area of 2,500 square feet or more. (23 CCR Section 490.1.)

Property owners are still to comply by submitting detailed plans, worksheets on water usage, irrigation plans and schedule, soils reports and other documentation. Property owners are also required to maintain the water efficient landscaping. Local agencies are now required to report to the State Water Resources Board annually on the number of projects, project types, completed projects, and actions to verify compliance. (23 CCR Section 495.)

On March 25, 2019, staff presented a draft of amended RHMC Chapter 13.18 that incorporated the requirements of the 2015 MWELo. Given the unique characteristics of the City, the proposed ordinance applies to public agency development projects subject to discretionary review for a landscape area of 1,000 square feet or more; to single family residential development projects subject to discretionary review for a landscape area of 500 square feet or more; and to single family residential development projects subject to administrative review for a landscape area of 2,500 square feet or more.

CHANGES MADE AT THE MARCH 25, 2019 MEETING

A resident landscape architect attended the City Council meeting on March 25, 2019, and she recommended several changes to the ordinance. In addition, following the public hearing, the City Council made several changes. Being that the changes are substantive in nature, the ordinance is being introduced for first reading again.

The following changes were made and were incorporated into the ordinance that is being considered at tonight's meeting:

- Section 13.18.035 (Landscape Documentation Package) was amended to reflect that the City would collect the following: 1) a deposit of \$1,500 to cover processing of an application, subject to an additional deposit or refund, as needed to cover the actual costs incurred to process the application; and 2) a deposit of \$5,000 to be refunded upon staff's verification of an applicant's Certificate of Completion.
- Section 13.18.043 (Irrigation Plan and Schedule) was amended by adding the following requirements:
 - Applicant will identify water supply;
 - Applicant will use a recirculating water system for water features;
 - Applicant will provide a water schedule for each area served by one valve or by a set of valves that operate simultaneously;
- Section 13.18.070 (the title of this section was changed to read "Verification of Applicant's Certificate of Completion"), and the section was amended to provide an applicant with a onetime 120-day extension to complete installation of the landscaping and submit the Certificate of Completion, following a final inspection of the project; and another paragraph was added (paragraph "B") to explain that upon City verification of the Certificate of Completion, the City Manager will refund the \$5,000 deposit back to the applicant. If the City Manager determines that the installation does not substantially conform to the approved plans, the City Manager will withhold the deposit until the applicant fully complies with the requirements.
- Section 13.18.080 (Nuisance) was deleted. Instead of including a section relating to administrative fines, City staff proposes that enforcement be conducted through the collection of a \$5,000 deposit to be refunded upon the City Manager's verification of the Certificate of Completion. (See Section 13.18.070.)

FISCAL IMPACT

City staff does not have expertise in this area. Consultant services are needed for this purpose, at a cost of approximately \$26,000-\$30,000 annually (at \$120/hour). In order to offset this impact on the City's budget, staff recommends charging the applicant a deposit of \$1,500 to pay for the fee of consultant services to process the applications. Any unused balance will be refunded to the applicant. If additional funds are needed

for the review, an additional deposit will be collected from the applicant to cover the actual costs of processing the application. A refundable deposit of \$5,000 is recommended to be collected at the same time as the application review fee deposit. The \$5,000 deposit is to incentivize an applicant to install landscaping features in compliance with the approved plans and to submit a timely Certificate of Completion to the City. The amount of the deposit will be returned once the City verifies the applicant's Certificate of Completion.

RECOMMENDATION

1) Waive full reading and introduce on first reading Ordinance No. 361 an ordinance of the City of Rolling Hills, California, amending chapter 13.18 Water Efficiency Landscape (MWELo) of Title 13, Water and Sewers of the Rolling Hills Municipal Code; and 2) Approve Ordinance No. 361 and bring it back at the next City Council meeting for second reading.

ORDINANCE NO. 361

AN ORDINANCE OF THE CITY OF ROLLING HILLS AMENDING CHAPTER 13.18 (WATER EFFICIENT LANDSCAPE) OF TITLE 13 (WATER AND SEWERS) OF THE ROLLING HILLS MUNICIPAL CODE

The City Council of the City of Rolling Hills, California, does hereby ordain as follows:

Section 1: Findings

A. The waters of the State of California are of limited supply and are subject to increasing demands;

B. It is the policy of the State of California and the City of Rolling Hills to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;

C. The State's Model Water Efficiency Landscape Ordinance (MWELO) is codified in the Department of Water Resources Code of Regulations. (Cal. Code. Regs. Tit. 23, § 490 et seq.) The purpose of the State's MWELO is to protect the State's water supply, encourage water conservation, and to provide cities with the appropriate authority to ensure efficient water use for public and private landscape projects;

D. Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) directed Department of Water Resources to update the State's MWELO. On July 15, 2015, the California Water Commission approved the updated MWELO (the 2015 MWELO);

E. A city may adopt the State's MWELO as is or may adopt its own Water Efficiency Landscape Ordinance that is at least as effective as the State's. (Cal. Gov. Code, § 65595(c));

F. The City of Rolling Hills is a unique, well-established residential community where development consists exclusively of single-family residential homes on large lots and the existing non-residential development in the community consists of City administration, homeowners' association, fire, school, and school maintenance facilities;

G. The water efficient landscaping standards adopted herein serve to advance the foregoing goals, advance the goal of conserving water and further public health, safety and welfare;

H. The City's water efficient landscape ordinance is at least as effective in conserving water as the California Department of Water Resource's updated Model Water Efficient Landscape Ordinance due to the following:

1. The ordinance is applicable to all development subject to discretionary review by the City as well as landscape for residential projects subject to administrative review.
2. Under the ordinance, landscaping shall be designed and irrigated so as not to exceed 39.7% of the local evapotranspiration rate (ET_o) established by the State for the City of Long Beach and surrounding areas of Los Angeles County.
3. Under the ordinance, landscaping shall incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);
4. Under the ordinance, landscape areas for residential type projects must include water wise plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of plant area excluding edibles and areas using recycled water. Landscape areas for institutional type projects must include water wise plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of plant area excluding edibles and areas using recycled water.
5. Under the ordinance, a minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.
6. Under the ordinance, landscape areas for residential type projects shall be designed with less than 25% turf. Turf shall not be placed on sloped areas that exceed a slope of 1-foot vertical elevation change for every 4 feet of horizontal length. Landscape areas for institutional type projects shall be designed with no turf.
7. Under the ordinance, automatic irrigation systems with pressure regulators and manual shut-off valves are required and shall be designed to avoid overspray and runoff with optimum distribution uniformity and setbacks from hardscape, and shall employ a weather-based irrigation controller with a rain shut off sensor and check valves at the end of each line to hold water in the system, preventing unwanted drainage from sprinkler heads.
8. Under the ordinance, all irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014 and document distribution uniformity.
9. Under the ordinance, landscape areas of 1,000 sq. ft. or more for institutional type projects must have a private submeter to measure landscape water use.

10. Exceptions to the ordinance standards are allowed only upon a finding that alternative design will promote equivalent or greater water conservation.
11. Under the ordinance, installation and compliance verifications are required for the landscape plan, irrigation plan and schedule, grading plan, and any necessary soil management report.
12. Under the ordinance, the maximum annual applied water allowance calculation matches the California Department of Water Resource's formula in its Model Water Efficient Landscape Ordinance.
13. Under the ordinance, the identification of water wise plants matches that used by the California Department of Water Resource's in its Model Water Efficient Landscape Ordinance.

Section 2: CEQA. The City Council determines that this ordinance is categorically exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") in accordance with CEQA Guidelines §§ 15305 as a minor alteration in land use limitations which do not result in any changes in land use or density; and 15308 as an action taken by a regulatory agency as authorized by California law to assure maintenance or protection of the environment.

Section 3: Title 13, Chapter 13.18 of the Rolling Hills Municipal Code, commencing with Section 13.18.010 is hereby amended to read as follows:

Chapter 13.18

WATER EFFICIENT LANDSCAPE

Sections:

- 13.18.010 Purpose.
- 13.18.020 Applicability.
- 13.18.030 Definitions.
- 13.18.035 Landscape Documentation Package.
- 13.18.040 Landscape Plan Design Standards.
- 13.18.043 Irrigation Plan and Schedule
- 13.18.046 Grading Plan
- 13.18.049 (Reserved.)
- 13.18.050 Exceptions.
- 13.18.060 Submittal Requirements.
- 13.18.070 Verification of Applicant's Certificate of Completion.

13.18.010 Purpose.

It is the policy of the City of Rolling Hills to promote water conservation. The landscape water conservation standards detailed in this Chapter are intended to promote water conservation while allowing the maximum possible flexibility in designing healthy, attractive, and cost-effective water efficient landscapes.

13.18.020 Applicability.

This Chapter applies to:

- A. All public agency development projects which are subject to discretionary review by the City and propose an aggregate landscape area of 1,000square feet or more; and
- B. Any single family residential development projects with an aggregate landscape area equal to or greater than 500 square feet requiring discretionary review by the City; and
- C. Any single family residential development projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring administrative review by the City.

13.18.030 Definitions

"Administrative Review" means review of a development project requiring review and approval of the City Manager or designee of an application for a building permit or zone clearance permit.

"Application rate" means the rate of irrigation (inches/hour or gallons per minute) at which water is applied by an irrigation system.

“Automatic irrigation system” means an irrigation system that can be controlled without manual manipulation and which operates on a preset program.

“Discretionary review” means review of a development project by the Planning Commission and/or City Council that requires that the Planning Commission or City Council ascertain compliance with this Chapter, and that also requires the exercise of judgment, deliberation or decision by the Planning Commission and/or City Council.

“Evapotranspiration” or “ET” means the approximate summation of water losses through evaporation from soil and transpiration from the plants during a specified period of time.

“ET_o” or “reference evapotranspiration” means the approximation of water loss expressed in inches per year from a field of 4-to-7-inch-tall cool season grass that is not water stressed.

“ET Adjustment Factor” or “ETAF” means a factor used to set an efficiency goal, that when applied to ET_o adjusts for plant factor and irrigation efficiency, two of the major influences upon the amount of water that needs to be applied to a landscape.

“Graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

“Hydrozone” means a portion of the planting area having plants grouped according to water need.

“Irrigation system” means a complete connection of system components, including the water distribution network and the necessary irrigation equipment and downstream from the backflow prevention device.

“Landscape Area” means all areas where landscaping is proposed as part of a development proposal.

“Landscape Architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

“Landscape Contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape Documentation Package” means documents required as part of development projects identified in Section 13.18.020, including the landscape design plan, irrigation design plan, grading design plan, irrigation schedule, and soil management report.

“Landscape Plan” means design plans with a planting plan and irrigation plan, and plans with supporting detail sheets to include notes and/or specifications.

“Development” means any construction requiring a building permit or zone clearance permit, a new building on a vacant site, an addition to an existing building on a site, a new building on a developed site, or a change in land use type that requires a discretionary permit from the City.

“Plant Factor” means a factor that when multiplied by the ET_o, estimates the amount of water used by a given plant species.

“Planting area” means the parcel area less building pad(s), driveway(s), patio(s), deck(s), walkway(s) and parking area(s). Planting area includes water bodies (i.e., fountains, ponds, lakes) and natural areas.

“Special Landscape Area (SLA)” means park and recreational areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ET adjustment factor not to exceed 1.0.

“Turf” means a groundcover surface of mowed grass with an irrigation water need of greater than 30% of the ETo.

“Water Budget Calculation” means the Maximum Annual Applied Water Allowance, which shall be calculated using the following formula, per Section 492.4 of the State of California Model Water Efficient Landscape Ordinance, which may be amended from time to time:

$$\text{Residential: MAWA} = (\text{ETo}) (0.62) [0.55 \times \text{LA} + 0.45 \times \text{SLA}]$$

$$\text{Institutional: MAWA} = (\text{ETo}) (0.62) [0.45 \times \text{LA} + 0.55 \times \text{SLA}]$$

MAWA	=	Maximum Applied Water Allowance (maximum gallons per year available for the project).
Eto	=	Reference Evapotranspiration (39.7 inches per year for the City of Rolling Hills).
0.55 (residential) 0.45 (institutional)	=	ETAF (as designated by the state of California).
LA	=	Landscape Area (square feet, including SLA)
0.62	=	Conversion Factor (inches to gallons)
SLA	=	Special Landscape Area (square feet)
0.45 (residential) 0.55 (institutional)	=	The additional ET Adjustment Factor for the Special Landscape Area

“Water Wise Plants” means those plants that are evaluated as needing “moderate” (40-60% of ETo), “low” (10-30% of ETo) and “very low” (< 10% of ETo) amounts of water as defined and listed by Water Use Classifications of Landscape Species (WUCOLS) available from the State of California Department of Water Resources. Other sources of water wise plant classifications may be used if approved by the City Manager.

“Weather Based Irrigation Controller” means an irrigation controller that automatically adjusts the irrigation schedule based on changes in the weather.

13.18.035 Landscape Documentation Package.

An applicant proposing landscaping, which is subject to the requirements of this Chapter, shall submit the documents required by the Landscape Documentation Package in accordance with the requirements of this Chapter and a deposit of \$1,500 to cover City staff application processing fees at a rate of \$120 per hour. Should processing the application exceed the initial deposit, the City may request additional deposits as necessary to reimburse the City its actual costs incurred in processing the application. Should the deposit exceed the total cost of Ordinance No. 361

processing, the applicant will be refunded the difference. Applicant shall additionally submit a performance security deposit of \$5,000 to be refunded upon verification by the City Manager, or his or her designee, of applicant's Certificate of Completion.

13.18.040 Landscape Plan Design Standards.

An applicant proposing landscaping, which is subject to the requirements of this Chapter, shall comply with each of the following in the design, installation, and maintenance of the landscaped area, unless an exception is granted pursuant to Section 13.18.050.

A. Landscape Plan Content:

1. Applicants shall submit a Landscape Plan depicting the landscaped area and all existing landscaping to remain on the lot. Landscaping shall be designed to be irrigated at no more than the reference evapotranspiration (ET_o) and shall not exceed the MAWA. The City reserves the right to modify plans in quantity and quality of the landscape to meet the requirements of this Chapter.

2. Applicants shall provide all relevant information on the landscape plan including botanical names for plants and turf species; container sizes; percentage calculations of allowable areas of turf; low, medium or high water use plants and water-wise plants; water budget calculations; applicable graywater discharge piping, system components, and areas of distribution; any necessary soil management report; and specific requests for any exceptions to the requirements of this Chapter in accordance with Section 13.18.050. Areas of existing landscaping to remain unaltered shall be indicated on the landscape plan.

B. Use of Compost, Water Wise Plants, and Turf:

1. The landscape area of a single family residential or institutional use project shall incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test).

2. The landscape area of a single family residential use project shall be designed with water wise plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water. The landscape area of a institutional use project shall be designed with water wise plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

3. The landscape area of a single family residential use project shall be designed with no more than 25% of the landscape area in turf . The landscape area of an institutional use project shall be designed with no turf.

4. Turf shall not be used on a slope that exceeds 1 foot vertical elevation change for every 4 feet of horizontal length.

5. Additional turf areas may be approved by the City for areas designed and used for outdoor sporting and recreational activities. Approved turf areas may be watered at 1.0 of the referenced evapotranspiration (ET_o).

C. **Mulch:** The landscape area, except those portions of the landscape area planted in turf, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated, shall be covered with mulch material to a minimum thickness of at least 3 inches throughout. In areas with groundcover planted from flats, mulch shall be installed to an average thickness of 1-½ inches. Additional mulch material shall be added from time to time as necessary in order to maintain the required depth of mulch.

D. **Graywater Systems:**

All graywater systems shall conform to the City's Plumbing Code adopted in Chapter 15.08 of the RHMC.

E. **Soil Management Report:**

1. Applicant shall submit soil samples to a laboratory for analysis of soil texture, infiltration rate, pH, total soluble salts, sodium, percent organic matter and for recommendations in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants and at a sampling rate equivalent to approximately 15% of the development.

2. A soil management report shall be submitted as follows:

i. If grading requiring Site Plan Review pursuant to RHMC Section 17.46.020(A)(1) is not planned, the soil analysis report shall be submitted to the City as part of the Landscape Plan; or

ii. If grading requiring Site Plan Review pursuant to RHMC Section 17.46.020(A)(1) is planned, the soil analysis report shall be submitted to the City as part of the certificate of compliance with documentation verifying implementation of soil report recommendations.

13.18.043 Irrigation Plan and Schedule.

A. **Irrigation Plan:** All irrigation systems proposed as part of a development shall identify water supply and incorporate the following requirements in their design, installation and maintenance:

1. Irrigation systems shall be designed and installed to avoid overspray and runoff. Valves shall be separated for individual hydrozones based on plant water needs and sun or shade requirements.
2. An automatic irrigation system is required and shall include a weather-based irrigation controller, including a rain shut-off sensor.
3. Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.
4. Irrigation controllers shall be of a type that do not lose programming data in the event the primary power source is interrupted.
5. Areas less than ten feet wide shall be irrigated with appropriately selected equipment that provides the proper amount of water coverage without causing runoff or overspray onto adjacent surfaces.
6. All sprinklers shall have matched precipitation rates within each valve and circuit. All irrigation systems shall be designed to include optimum distribution uniformity, head to head spacing, and setbacks from walkways and pavement.
7. All irrigation systems shall provide check valves at the low end of irrigation lines to prevent unwanted draining of irrigation lines.
8. Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.
9. Flow sensors that detect and report high flow conditions shall be installed for landscaped areas greater than 5,000 square feet
10. All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
11. Recirculating water shall be used for water features as defined in RHMC Section 17.12.230.
12. For institutional projects with landscape areas of 1,000 sq. ft. or more, a private submeter to measure landscape water use shall be installed.

B. Irrigation Schedule.

1. Irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health.

2. Irrigation schedules shall meet the following criteria:

i. Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

ii. Parameters used to set the automatic controller shall be developed and submitted for each of the following:

- a. The plant establishment period;
- b. The established landscape; and
- c. Temporarily irrigated areas.

iii. Each irrigation schedule shall consider all of the following that apply:

- a. Irrigation interval (days between irrigation);
- b. Irrigation run times (hours or minutes per irrigation event to avoid runoff);
- c. Number of cycle starts required for each irrigation event to avoid runoff;
- d. Amount of applied water scheduled to be applied on a monthly basis for each area served by one valve or by a set of valves that operate simultaneously;
- e. Application rate setting;
- f. Root depth setting;
- g. Plant type setting;
- h. Soil type;
- i. Slope factor setting;
- j. Shade factor setting; and
- k. Irrigation uniformity or efficiency setting.

iv. Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

3. For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to MAWA.

13.18.046 Grading Plan.

A. A grading plan shall be submitted as part of the Landscape Plan and must include the finished configurations and elevations of the landscape area including:

1. height of graded slopes;
2. drainage patterns;
3. pad elevations;
4. finish grade; and
5. stormwater retention improvements, if applicable.

B. Project applicants are encouraged to prepare a grading plan that does the following:

1. grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
2. avoid disruption of natural drainage patterns and undisturbed soil; and
3. avoid soil compaction in landscape areas.

C. The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

13.18.049 (Reserved).

13.18.050**Exceptions.**

Exceptions to these landscape water conservation standards may be granted by the City Manager upon a finding, based on substantial evidence, that the exceptions will promote equivalent or greater water conservation than is provided for in these standards. Requests for exceptions shall be in writing and shall be submitted to the City Manager at the time the application is submitted to the City for review. Requests for exceptions must be accompanied by documentary evidence supporting the finding of equivalent or greater water conservation.

13.18.060**Submittal Requirements.**

A. The landscape design plan shall bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design landscape. The irrigation plan and schedule shall bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design an irrigation system. The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficiency use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

B. The Landscape Documentation Package consisting of the landscape plan, irrigation plan and schedule, grading plan, and any necessary soil management report shall include a "Statement of Compliance" in a form approved by the City Manager certifying that the design complies with the mandatory elements of this Chapter. The Statement of Compliance shall be signed by the person who prepared the landscape plan, irrigation plan and schedule, and grading plan and shall be submitted to the City prior to or concurrent with submitting final development plans to the Building and Safety Department.

C. The Planning Commission or City Council may require, on a case-by-case basis, that the landscaping plan, irrigation plan and schedule, grading plan, any necessary soil management report, and Statement of Compliance be submitted concurrently with the development application or prior to rendering a decision for the development.

13.18.070**Verification of Applicant's Certificate of Completion.**

A. The person who prepared the landscape plan irrigation plan and schedule, grading plan, and any necessary soil management report shall inspect the installation and shall certify in writing to the City Manager that the installation substantially conforms to the approved plans through an Certificate of Completion. The Certificate of Completion shall be submitted prior to final inspection from the Building and Safety Department. The applicant is eligible for a one-time extension in submitting the Certificate of Completion up to 120 days, based on findings of good cause as reasonably determined by the City Manager or his or her designee.

B. Verification of the Certificate of Completion and compliance with this Chapter, as applicable, shall be made by the City Manager. Upon such verification, the City Manager shall cause the deposit, as required pursuant to RHMC Section 13.18.035, to be refunded to the applicant. Should the City Manager determine that the installation does not substantially

conform to the approved plans or that the applicant is not in compliance with this Chapter, the City Manager shall withhold the deposit until applicant fully complies with this Chapter.

Section 4: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections subsections, subdivisions, sentences, clauses, phrases, or portion thereof be declared invalid or unconstitutional.

Section 5: Notice. The City Clerk shall certify as to the adoption of this ordinance and post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36993.

Section 6: Effective date. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of May, 2019.

LEAH MIRSCH, MAYOR

Attest:

CITY CLERK

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

I certify that the foregoing Ordinance No. 361 entitled:

**AN ORDINANCE OF THE CITY OF ROLLING HILLS
AMENDING CHAPTER 13.18 (WATER EFFICIENT
LANDSCAPE) OF TITLE 13 (WATER AND SEWERS) OF
THE ROLLING HILLS MUNICIPAL CODE.**

was approved and adopted at a regular meeting of the City Council on May 13, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

and in compliance with the laws of California was posted at the following:

Administrative Offices

City Clerk

CITY OF ROLLING HILLS CITY COUNCIL COMMITTEE ASSIGNMENTS

2019/2020

1. OFFICIAL COMMITTEES/BOARDS

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

2. CITY COUNCIL COMMITTEES (STANDING)

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

3. AD HOC SUBCOMMITTEES (FYI ONLY)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. FIRE CODE AD HOC SUBCOMMITTEE	X			X	
b. FIRE FUEL REDUCTION AD HOC SUBCOMMITTEE			X		X
c. STORMWATER MANAGEMENT AD HOC SUBCOMMITTEE	X			X	
d. DEAD VEGETATION-ENFORCEMENT AD HOC SUBCOMMITTEE	X		X		

D = Delegate **A = Alternate** **X = Representative**

Public: CITY CLERK_EXECUTIVE ASSISTANT:CITY COUNCIL:COMMITTEES; Committee Assignments:19-20 Committee Assignments_Draft.xlsx

Draft: March 29, 2019



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No. 5A
Mtg. Date: 05/13/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

THROUGH: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: RESOLUTION NO. 2019-07. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A VARIANCE TO ALLOW CONSTRUCTION OF A BASEMENT LIGHT WELL IN THE FRONT YARD SET BACK AND A MAJOR MODIFICATION TO CHANGE THE PRESCRIBED ORDER OF CONSTRUCTION AND A TWO YEAR EXTENSION RELATING TO PREVIOUSLY GRANTED SITE PLAN REVIEW AND VARIANCE ENTITLEMENTS AT 5 EL CONCHO IN ZONING CASE NO. 916, (LOT 10-GF) ROLLING HILLS, CA (DE MIRANDA).

DATE: MAY 13, 2019

ATTACHMENT:
LETTER FROM APPLICANT'S ENGINEERS

PREVIOUS ACTION AND RECOMMENDATION

The Planning Commission held public hearings in this case in the field on March 19, 2019 and at the evening meeting on the same day, and directed staff to prepare a Resolution of approval. At the April 16, 2019 meeting, Commissioners adopted Resolution No. 2019-06, (Commissioner Kirkpatrick excused). However, Commissioner Kirkpatrick attended the field trip in March and had no objections to the request.

It is recommended that the City Council receive and file Resolution No. 2019-07.

REQUEST:

A letter from the applicant's Civil Engineer is attached explaining and justifying the request. The applicant seeks modification to a previously approved project as follows:

1. Modify the prescribed order of completion of the project to allow excavation of dirt from the basement prior to completion of the remediation of the failed slope; and allow the applicant to obtain a foundation only permit for the basement walls and foundation from the Building Department.
2. A variance for addition of a 25 sq.ft. light well in the front yard setback.
3. Two-year time extension to complete phase one and commence phase two.

BACKGROUND:

In January 2017, the applicant, Mr. Sean De Miranda, as a result of a code enforcement action, filed an application requesting a site plan review and variances to retain certain as-graded and as-built conditions, including (1) the construction of a patio with an outdoor kitchen and supporting 5' retaining wall; (2) excavation of a small area underneath the house (planned to be enlarged for the construction of a basement); (3) graded switchback pathways; (4) several railroad tie walls exceeding 3' in height along the pathways; and (5) a retaining wall in the side setback. The wall was constructed to alleviate the damage caused by a ruptured drainpipe located along the property line and in the setback behind the wall on the subject site. The applicant has also submitted additional requests, including (1) the construction of a 1,322 square foot basement (a portion of which would be in the front yard setback under the existing residence; (2) a new concrete retaining wall located below a failed slope (a portion of which would be located in the side setback); (3) walls that average out to more than 2.5' in height; and (4) to exceed the maximum permitted disturbance of the lot with grading of 3,014 c.y. of dirt. Due to the ruptured drain and heavy rains the year prior, the slope below the switchback paths failed and needs to be remediated. The request was approved by Resolution No. 2017-08, with conditions.

In April 2018, the applicant applied for and was granted a modification to enlarge the basement to 1,448 square feet, a portion of which would be in the front setback and for greater quantities of grading (3,638 c.y.). Resolution No. 2018-05 was adopted, modifying the previous Resolution.

The approval granted in 2017 by Resolution 2017-08 stipulates that the project must be completed in phases, placing emphasis on the repair or replacement of the ruptured pipe and slope repair.

Phase One construction consists of the repair/replacement of the ruptured drainpipe and repair of the failed slope, retention of the as built wall along the property line where the ruptured pipe was located and construction of the secondary wall below, if

needed for the slope repairs, in setback. The approval of phase one expires two years from the approval, (May 2019). The condition further stipulates that phase one improvements are to be satisfactorily completed before the applicant may proceed with the construction and completion of Phase Two, which consists of: (1) legalizing the as built retaining wall in the side yard setback, (unless necessary for phase one); (2) grading to retain the graded paths, with retaining walls or railroad ties thereon which are not to exceed 3' in height; (3) the construction of a 1,322 sq. ft. basement, (which was amended to 1,448 sq.ft. in 2018) partially located in the front setback; (4) the demolition of the barbecue area and removal of the barbecue; and (5) the reconstruction of the slope behind the existing barbecue to a maximum slope of 2:1.

Further, Resolution No. 2017-08 provides a timeline for completion of the improvements. Phase one is to be completed in two years and phase two is to be completed within two years of completion of phase one. If the Phase Two improvements are not commenced within two years following completion of Phase One, they shall be disallowed and the non-permitted elements are required to be demolished and the land restored to its original condition”.

CURRENT STATUS:

The applicant replaced the ruptured drainpipe and legalized the retaining wall, in the setback, by obtaining a building permit. He retained an architect who and is currently processing plans for the basement through the Building Department. One of the plan check corrections for the basement is that the previously proposed light well is not acceptable, as it would be too close to the septic tank. A Civil Engineering firm was retained, rather than a Structural Engineering firm, which was previously engaged. Soils reports were prepared for the failed slopes and grading areas and a soils engineer retained. The slope repair plan is in review with the County Grading/Drainage Engineer, as well as the County Soils/Geology Division. The applicant paid for all of the necessary permits and plan check fees to the County and obtained and paid for extensions thereof. RHCA signed off on all the project elements.

CONCLUSION

The Planning Commission found that the project is progressing and the applicant showed good faith efforts and that the requested changes are not substantial and are due largely to field conditions and the Building Department requirement. The Planning Commission also found that the changes will not be detrimental to the neighbors or the site itself.

Resolution No. 2019-07 combines the current and the two prior requests and incorporates all of the recitals, findings and conditions of the two prior resolutions, Resolution No. 2017-08 adopted by the Planning Commission on May 16, 2017 and Resolution No. 2018-05 adopted by the Planning Commission on July 17, 2018, which modified the previous approval. The Current Resolution rescinds the two prior

Resolutions as all findings are restated in the new resolution and all conditions are also restated or revised.

Throughout this process no one from the public provided input on this project.

CRITERIA FOR VARIANCES

17.38.050 Required findings. In granting a variance, the Commission (and Council on appeal) must make the following findings:

- A. That there are exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other properties in the same vicinity and zone;
- B. That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question;
- C. That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity;
- D. That in granting the variance, the spirit and intent of this title will be observed;
- E. That the variance does not grant special privilege to the applicant;
- F. That the variance is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities; and
- G. That the variance request is consistent with the general plan of the City of Rolling Hills.

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A VARIANCE TO ALLOW CONSTRUCTION OF A BASEMENT LIGHT WELL IN THE FRONT YARD SET BACK AND A MAJOR MODIFICATION TO CHANGE THE PRESCRIBED ORDER OF CONSTRUCTION AND A TWO YEAR EXTENSION RELATING TO PREVIOUSLY GRANTED SITE PLAN REVIEW AND VARIANCE ENTITLEMENTS AT 5 EL CONCHO LANE IN ZONING CASE NO. 916, (LOT 10-GF) ROLLING HILLS, CA (DE MIRANDA).

THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals.

A. In order to legalize certain municipal code violations on his property, in January 2017, an application was duly filed by Mr. Sean De Miranda ("Applicant" or "Property Owner") with respect to real property located at 5 El Concho Road, Rolling Hills (Lot 10-GF) requesting variances to retain impermissible as-graded and as-built conditions, including (1) the construction of a patio with an outdoor kitchen and supporting 5' retaining wall (which was failing); (2) excavation of a small area underneath the house (planned to be enlarged for the construction of a basement); (3) graded switchback pathways; (4) several railroad tie walls exceeding 3' in height along the pathways; and (5) a retaining wall in the side setback, which had been constructed to alleviate the damage caused by a ruptured drain pipe located along the property line of the subject site.

The Applicant submitted additional requests, including (1) the construction of a 1,322 square foot basement (a portion of which would be in the front yard setback under the existing residence), with related improvements of a light well and stairs; (2) a new concrete retaining wall (a portion of which would be located in the side setback); (3) walls that average out to more than 2.5' in height; and (4) to exceed the maximum permitted disturbance of the lot.

The as graded and as built elements and the new proposed elements of the development require Planning Commission review and approvals pursuant to the Site Plan Review and Variance requirements, Chapters 17.46 and 17.38 of the Rolling Hills Zoning Ordinance. The Applicant designated a set aside area for a future stable and corral at the end of one of the switchbacks, which, if constructed, would require the approval of a Conditional Use Permit.

B. On February 21, 2017, the Planning Commission held a duly noticed public hearing and public field trip, reviewed and considered the staff report, reviewed and considered written reports, public testimony, and other information on the record, including evidence presented by Mr. Shane Lamb (the Applicant's agent). The Planning Commission expressed concern regarding the ruptured drainpipe and the damage that occurred during recent rains. At the conclusion of the February 21, 2017 meeting, the Planning Commission directed the Applicant to immediately address the drainpipe issue in order to protect the property from additional damage in the event of additional rain. Further, the Planning Commission requested that the Applicant's engineer be present at the next meeting to present a plan of action to address the drainage issue, ascertain that the railroad tie walls along the paths, which the Applicant proposes to reduce to 3' in height (in areas where they exceed 3'), would be adequate to support the slopes between the paths, address the basement and show what other improvements (i.e. additional walls or slope restoration) would be necessary in order to make the repairs, both to the slope and the drainpipe.

C. On March 21, 2017, the Planning Commission held a duly noticed public hearing and reviewed and considered the staff report. Despite the Planning Commission's request of the previous meeting, neither the Applicant, the Applicant's contractor, nor the Applicant's engineer was present at the March 21st meeting. At the conclusion of a brief discussion of this item, the Planning Commission once again requested the presence of these individuals and continued the discussion of the project to its April 18, 2017 meeting.

D. On April 18, 2017, the Planning Commission held a duly noticed public hearing, reviewed and considered the staff report, reviewed and considered written reports, public testimony, and other information on the record, including evidence presented by Mr. Lamb, the Applicant's contractor, and the City's Drainage and Grading Engineer. At the conclusion of the April 18, 2017 meeting, the Planning Commission directed staff to prepare a resolution of approval, subject to the condition that the Applicant first repair the broken drain pipe along the south side of the property, (and maintain the as built retaining wall in the setback, if it was found by the City's Grading and drainage engineer that the wall was necessary in support of the repaired drain pipe), as well as remediate the failed slope below the side yard and construct a retaining wall, if necessary, to support the repaired slope. The resolution of approval was to be conditioned on the satisfactory completion of these two items before the Applicant could proceed with the construction and completion of the following: (1) the as built retaining wall in the side yard setback, unless necessary for the repair of the drainpipe; (2) grading to retain the graded paths; (3) the construction of a 1,322 sq. ft. basement, partially located in the front setback; (4) the demolition of the barbecue area and removal of the barbecue; and (5) the reconstruction of the slope behind the existing barbecue to a maximum slope of 2:1.

The Applicant was further directed to work with the appropriate Building and Safety personnel to identify the best method of repairing the storm drain pipe and the failed slope that would bring the rear slope as close to 2:1 grade as possible, and present the plan to the Planning Department. In addition, all of the as graded and as built features on the property were to be reviewed and approved by the appropriate Building and Safety staff, plans submitted to the Planning Department and permits obtained, following the repair of the drain pipe and slope remediation.

E. At its regular meeting on May 16, 2017, the Planning Commission of Rolling Hills approved Resolution No. 2017-08, a resolution approving a Variance for a 1,322 square foot basement a portion of which would be in the front setback under the existing residence and a Site Plan Review for grading, including excavation for the basement. Resolution 2017-08 approved the project subject to conditions, including Condition A that required the repairs of the drainpipe and the slope obligations to take place in Phase One, which was to be completed within two years from the effective date of Resolution 2017-08, and the construction of the basement and other items to take place in Phase Two, which was to commence upon completion of Phase One and to expire two years following completion of Phase One.

F. On May 23, 2019, an application was duly filed by Joseph Spierer Architects on behalf of the Property Owner requesting a modification to the size of the previously approved basement from 1,322 square feet to 1,448 square feet, a portion of which would be in the front setback, and to increase the grading quantities due to the greater excavation of the basement from 3,014 cubic yards to 3,638 cubic yards. A minor change to the interior of the residence was also proposed without adding any square footage.

G. Pursuant to Section 17.38.065 of the RHMC staff deemed the modification to be a Major Modification (the "First Major Modification") and set the matter before the Planning Commission.

H. On June 19, 2018, the Planning Commission conducted a duly noticed public hearing and accepted and considered all public testimony on the First Major Modification. At the conclusion of the June 19, 2018 meeting, the Planning Commission directed staff to prepare a resolution of approval to allow the proposed First Major Modification which would allow the Applicant to increase the size of the previously approved basement to 1,448 square feet within the front setback area underneath the footprint of the house and increase grading quantities to a total of 3,638 cubic yards of dirt.

I. On July 17, 2018, the Planning Commission adopted Resolution No. 2018-05, affirming all the previous findings described in Resolution 2017-08 in Zoning Case No. 916 and all previous conditions of approval and amending Condition E to reference the amended site plan on file in the City Planning Department, Condition I to reference the increased cubic yards of grading, and Condition J to reference the increased square footage of the basement.

J. In January 2019, an application was duly filed by Joseph Spierer Architects on behalf of the property owner requesting a Major Modification to the prescribed order of completion of the development (the "Second Major Modification"), a Variance to construct a light well that would encroach into the front setback, and a two year time extension to complete Phase One and commence Phase Two identified in Resolution 2017-08.

K. On March 19, 2019 the Planning Commission conducted duly noticed public hearings and accepted and considered all public testimony on the Second Major Modification, Variance, and time extension.

L. The Planning Commission desires to allow the Second Major Modification, which would allow the Applicant to amend a portion of the order in which the project would be constructed, the Variance, which would allow the Applicant to construct a light well in the front setback, and the time extension to allow a two year extension to complete Phase One and commence Phase Two.

Section 2. The findings for Site Plan Review entitlements from Resolution No. 2017-08 and Resolution No. 2018-05 are restated below.

Section 17.46.030 requires the submission of a development plan for site plan review and approval before any development requiring a grading permit or the construction of any building or structure. With respect to the Site Plan for the as built retaining wall in the side yard setback; the grading to retain the graded paths; the construction of the basement; the demolition of the barbecue area and removal of the barbecue; and the reconstruction of the slope behind the existing barbecue, the Planning Commission makes the following findings of fact:

A. The proposed development is compatible with the General Plan, the Zoning Ordinance and surrounding uses because the as built/as graded and the proposed development comply with the General Plan requirement of low profile, low-density residential development with sufficient open space between surrounding structures. The size of the as built elements and proposed development will not exceed the maximum permitted development standards on the lot, except for the disturbance of the lot. The proposed project is screened from the road and adjacent neighbors to reduce the visual impact of the development. The proposed remediation of the side slope is necessary to prevent further sloughing of the slope and damage to the property. The proposed retaining wall and grading along the south side yard is necessary to repair a ruptured storm drain pipe to assure health and safety of the property and its residents. The illegal barbecue area will be remediated and brought to the original condition, therefore restoring the natural terrain of that portion of the lot.

B. The topography and the configuration of the lot has been considered, and it was determined that the "as graded" condition will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures because the development is harmonious in scale and mass with the site, the natural terrain and surrounding residences because the walls will not exceed 3' in height of exposed area above grade, are located along paths leading to the lower portion of the lot at a lower elevation of the lot, and will integrate into the natural terrain and follow the natural contours of the site and the wall along the path will retain a slope to prevent erosion and sloughing of the dirt above it. The area will be screened and landscaped with trees and shrubs, are of sufficient distance from nearby residences so that they will not impact the view or privacy of surrounding neighbors, and will permit the owners to enjoy their property without deleterious infringement on the rights of surrounding property owners.

C. The development plan substantially preserves the natural and undeveloped state of the lot by minimizing building coverage because the development will not cause the lot to look overdeveloped. Significant portions of the lot will be left undeveloped. The project is located in the rear of the existing residence and will be further screened from neighbors by introducing landscaping between the terraced paths and remediated slopes. The as built and proposed elements are minor and will not affect the scale of the existing development on the lot.

D. It shall be required that the development plan introduce drought-tolerant landscaping, which is compatible with and enhances the rural character of the community, and the landscaping will provide a buffer or transition area between private and public areas.

E. The development is sensitive and not detrimental to the convenience and safety of circulation for pedestrians and vehicles because it does not affect or change the existing access to the property.

F. The project is exempt from the requirements of the California Environmental Quality Act.

Section 3. The findings for the Variance entitlements from Resolution No. 2017-08 and Resolution No. 2018-05 are restated below.

The Applicant seeks a variance from the 40% maximum disturbed area standard set forth in Section 17.16.070, as well from front and side yard setbacks for the basement and retaining wall as set forth in Section 17.12.250 of the Rolling Hills Municipal Code. Sections 17.38.010 through 17.38.050 of the Code permit approval of a variance from the standards and requirements of the Zoning Ordinance when, due to exceptional or extraordinary circumstances applicable to the property and not applicable to other similar properties in the same zone, strict application of the Code would deny the property owner substantial property rights enjoyed by other properties in the same vicinity and zone. With respect to this request for variances for 48.8% disturbance of the net lot area, to encroach with the basement into the front setback and with retaining wall into the side setback, the Planning Commission finds as follows:

A. There are exceptional and extraordinary circumstances and conditions applicable to the property or to the intended use that do not apply generally to other properties in the same zone because the topographic nature of the subject property is such that the slopes behind and on the side of the residence and the graded paths must be re-graded to repair a failed slope and to reconstruct a ruptured drain pipe. As a condition of this Resolution, the grading will comply with all applicable development standards of the Building Code. Per the Zoning Ordinance, such grading of slopes is considered disturbance and when added to the existing disturbance the total disturbance would be 48.8%. Additionally, due to the configuration of the property and location of the existing residence in the front setback, the proposed basement would be located under the existing residence in the front setback and will not be visible from the outside of the residence. These factors and nature of the lot make it infeasible to comply strictly with Sections 17.16.060 and 17.12.250.

B. The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zone, but which is denied to the property in question because the method of construction, previous failure of the drain pipe and the slope and the location of the residence in the front setback has an impact on the disturbed area, and encroachment into the setback with the basement.

C. The granting of the Variance would not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and zone in which the property is located. The proposed development proposes to improve slope stability, repair a ruptured drain pipe and correct the existing water flow pattern, which will be beneficial to the property owner as well as the neighboring properties.

D. The purpose of the Zoning Ordinance is to regulate development in an orderly fashion and in a manner consistent with the goals and policies of the General Plan. Approval of the variance will not impede any goals of the Zoning Ordinance or the General Plan. Rather, the variance will allow the property owner to enjoy the same rights and privileges afforded to other property owners in the vicinity. The overage requested is mostly due to the topography and nature of the lot and is required in order to repair a dangerous condition, and therefore does not undermine the spirit or intent of the Zoning Ordinance.

E. The variance does not grant special privilege to the Applicant, as the grading is necessary to comply with the city's requirements and grading standards of the Building Code.

F. The variance is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities because there is no hazardous waste facilities at issue in this case.

Section 4. The Planning Commission finds that the Second Major Modification to change the prescribed order of completion of the project does not affect the findings for Site Plan Review (above) because allowing grading and excavation of the basement in Phase One rather than Phase Two does not change the project; it merely changes the timing for the project and obviates the need to import dirt. The project still complies with and is consistent with the goals and policies of the general plan and all requirements of the zoning ordinance. By allowing the Applicant to grade and excavate dirt from the basement to use to restore the failed slope, the Applicant will avoid seeking another variance to import dirt to the property. (See RHMC Section 17.16.230.) The project still substantially preserves the natural and undeveloped state of the lot because the previously approved amount of grading and excavation for the basement is underneath an already developed piece of the lot and is still taking place despite the Second Major Modification. It is only occurring earlier in the project. The project is still harmonious in scale and mass with the site despite the change in the timing of the grading of the basement because no new construction is being approved. The project is more harmonious with the site by virtue of the fact that it is utilizing dirt from grading on site to restore a failed slope on site rather than importing dirt from off site. The project still preserves and integrates into the site design existing topographic features of the site by utilizing dirt from grading and excavation of the basement on the site to restore failed slope elsewhere on the site. The grading on the property still has been design to follow natural contours of the site and to minimize the amount of grading to create the building area by using the dirt excavated from the basement underneath an already developed piece of the lot to restore failed slope elsewhere on the property. The grading required by the Second Major Modification will still not modify existing drainage channels or redirect drainage flow because the same grading and excavation that was previously approved will take place underneath an already developed piece of the lot. The grading will only take place in Phase One rather than Phase Two. The project still preserves surrounding native vegetation and mature trees despite the change in when the grading and excavation of the basement will take place; the grading and excavation will take place underneath an already developed piece of the lot. The project is still sensitive and not detrimental to the convenient and safe movement of pedestrians and vehicles despite the change in when the grading and excavation of the basement will take place; the grading and excavation will take place underneath an already developed piece of the lot. The project still confirms to the requirements of CEQA despite the change in when the grading and excavation of the basement will take place.

Section 5. The Planning Commission finds that the Second Major Modification to change the prescribed order of completion of the project does not affect the findings for Variance (above) because the grading and excavation of the dirt from the basement will still take place in the same dimensions of the front yard setback underneath a previously developed piece of the lot. The only change to the project is the timing itself; instead of the excavation taking place in Phase Two of the project when construction of the basement will occur, it will take place in Phase One of the project when restoration of the failed pipe and slope will take place. There are still exceptional or extraordinary circumstances and conditions to the property that do not apply generally to other properties in the same vicinity which are not affected by the change in timing of the excavation and grading of the basement in Phase One rather than Phase Two. The variances are still necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied to the property in question despite the change in timing of the

excavation and grading of the basement in Phase One rather than Phase Two. The variances would still not be materially detrimental to the public welfare of injurious to the properties or improvements in such vicinity despite the change in the timing of the excavation and grading of the basement in Phase One rather than Phase Two. By allowing the Applicant to use the dirt from grading and excavation of the basement in Phase One rather than Phase Two, the property itself and other nearby properties will be benefitted by the fact that dirt will not need to be imported to the property to restore the failing slope. It will also allow the Applicant to restore the slope more efficiently and quickly. The spirit and intent of the Zoning Ordinance will still be observed since by allowing the Applicant to grade and excavate dirt from the basement to use to restore the failed slope, the Applicant will avoid seeking another variance to import dirt to the property. (See RHMC Section 17.16.230.) The variances will still not grant a special privilege to the applicant because the same grading underneath an already developed piece of the lot will still take place just at a different time in the project. The variances are still consistent with the portions of the Los Angeles County Hazardous Waste Management Plan because the change in the timing of the grading and excavation of the basement will not affect where the grading and excavation will take place, which is underneath an already developed piece of the lot. The variances are still consistent with the General Plan of the City because the change in the timing of the grading and excavation of the basement will not affect where the grading and excavation will take place, which is underneath an already developed piece of the lot.

Section 6. The Planning Commission finds that Applicant submitted a timely request for an extension of the Site Plan Review and Variance entitlements subject to Resolution No. 2017-08. The Planning Commission finds that allowing expiration of the Site Plan Review entitlements subject to Resolution 2017-08 would constitute an undue hardship on the Property Owner and that granting a two year extension of the Site Plan Review entitlements subject to Resolution 2017-08 would not be materially detrimental to the health, safety, and general welfare of the public. Granting the two year extension will allow the Applicant to complete the scope of the work to bring the property into compliance without requiring the Applicant to reapply for entitlements causing additional delay and risk to the failed slope on the property. Granting the two year extension will provide Applicant with the time to excavate the basement for dirt to be used to repair the failed slope and obviate the need to haul in dirt to the property. Hauling such dirt could destabilize the slopes on the property. Therefore, the Planning Commission grants a two-year extension to complete Phase One and commence Phase Two referenced in Resolution No. 2017-08 for the Site Plan Review and Variance entitlements. Such extension is specifically set forth in Condition A of this Resolution..

Section 7. The Applicant seeks a variance to construct a light well for the basement in the front yard setback. Sections 17.38.010 through 17.38.050 of the Rolling Hills Municipal Code permit approval of Variances granting relief from the standards and requirements of the Zoning Ordinance when exceptional or extraordinary circumstances applicable to the property prevent the owner from making use of a parcel of property to the same extent enjoyed by similar properties in the same vicinity or zone. A variance from the requirements of Section 17.16.150 of RHMC is required due to the location of the light well in the front yard setback. With respect to the aforementioned request for a variance, the Planning Commission finds as follows:

A. There are exceptional circumstances and conditions on the subject property. Due to the configuration of the property and location of the existing residence in the front setback, with the basement under the footprint of the residence, the proposed light well would be located next to the basement in the front setback and will not be visible from the outside of the residence. The light well is a requirement of the Building Code and due to the location of the proposed septic system and the existing deck, the only location for the light well is in the southerly side of the residence which is in the setback.

B. The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property owners in the same vicinity and zone but which is denied to the property in question by strict application of the code because a light well is required by the Building Code and due to the location of a septic tank and other structures on the lot and the fact that over 50% of the residence and the basement underneath it is located in the front setback, there is no other place to locate the required light well.

C. The granting of the variances would not be materially detrimental to the public welfare or injurious to the properties or improvements in such vicinity because a light well is required by the Building Code and due to the location of a septic tanks and other structures on the lot there is no other place to locate a light well. The light well will not be visible from any other property and it is underground without walls or railings around it.

D. In granting the variance, the spirit and intent of the Zoning Ordinance will be observed. The purpose of the Zoning Ordinance is to regulate development in an orderly fashion and in a manner consistent with the goals and policies of the General Plan. Approval of the variance will not impede any goals of the Zoning Ordinance or the General Plan. Rather, the variance will allow the property owner to enjoy the same rights and privileges afforded to other property owners in the vicinity. The requested variance for the light well is due to the building code requirements and therefore does not undermine the spirit or intent of the Zoning Ordinance.

E. The variance does not grant special privilege to the Applicant, as the light well is necessary to comply with the Building Code requirement and there is no other feasible location to construct the light well.

F. The variance is consistent with the portions of the County of Los Angeles Hazardous Waste Management Plan relating to siting and siting criteria for hazardous waste facilities because there is no hazardous waste facilities at issue in this case.

G. The variance is consistent with the general plan of the City of Rolling Hills. Although the variance will allow a small light well of 25 square feet to be located in the front yard setback, it is underground and will allow the Property Owner to make a safe use of the basement. Accordingly, the project is still in line with the General Plan's requirement of low profile, low-density residential development with sufficient open space between surrounding structures.

Section 8. The Planning Commission finds that the project qualifies as a Class 4 Exemption (State of CA Guidelines, Section 15304 - Minor Land Alteration) and is therefore categorically exempt from environmental review under the California Environmental Quality Act. The Planning Commission also finds that the project qualifies for the "common sense" exemption (State of CA Guidelines, Section 15061(b)(3)) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Planning Commission also finds that the project qualifies as a Class 1 Exemption (State of CA Guidelines, Section 15301 - Existing Facilities) and is therefore categorically exempt from environmental review under CEQA because the project relates to restoration or rehabilitation of a deteriorated structure on the property and an addition to an existing structure that does not result in an increase of more than 50% of the floor area of the structures before the addition or 2,500 square feet.

Section 9. Based upon the foregoing findings and the evidence in the record, the Planning Commission hereby grants approval of the Major Modification to previously approved Site Plan Review and Variance entitlements, the Variance to construct a light well in the front yard setback, and the two year time extension with the following conditions restated and revised below in accordance with this Resolution and subject to minor cleanup revisions reflecting current City policy:

A. The approval of this application shall be implemented in two phases. Phase One shall consist of the repair of the ruptured drainpipe, excavation of dirt from the basement and shoring up the basement foundation, repair of the failed slope and the construction of up to two (2) retaining walls no more than 5' high. Said retaining walls shall be constructed in a manner and location pursuant to a determination by the City's grading and drainage engineer that said retaining walls are necessary for the repairs of the drainpipe and the slope. The dirt from the basement is to be used for the repair of the failed slope. A building permit for basement framing and other basement improvements shall not be granted with Phase One. Phase one approval shall expire within four years from June 16, 2017 or on June 16, 2021. No additional extension may be granted. This resolution of approval is conditioned on the satisfactory completion of the items identified in Phase One before the Applicant may proceed

with the construction and completion of Phase Two, which consists of the following: (1) the as built retaining wall in the side yard setback, (unless necessary for phase one); (2) grading to retain the graded paths, with retaining walls or railroad ties thereon which do not exceed 3' in height; (3) the completion of a 1,448 sq. ft. basement, partially located in the front setback, including the light well; (4) the demolition of the barbecue area and removal of the barbecue; and (5) the reconstruction of the slope behind the existing barbecue to a maximum slope of 2:1. The approval for Phase Two shall expire two years following the completion of Phase One. If the Phase Two improvements are not commenced within two years following completion of Phase One, they shall be disallowed and the non-permitted elements are required to be demolished and the land restored to its original condition.

B. If any condition of this resolution is violated, the entitlement granted by this resolution shall be suspended and the privileges granted hereunder shall lapse and upon receipt of written notice from the City, all construction work being performed on the subject property shall immediately cease, other than work determined by the City Manager or his/her designee required to cure the violation. The suspension and stop work order will be lifted once the Applicant cures the violation to the satisfaction of the City Manager or his/her designee. In the event that the Applicant disputes the City Manager or his/her designee's determination that a violation exists or disputes how the violation must be cured, the Applicant may request a hearing before the City Council. The hearing shall be scheduled at the next regular meeting of the City Council for which the agenda has not yet been posted; the Applicant shall be provided written notice of the hearing. The stop work order shall remain in effect during the pendency of the hearing. The City Council shall make a determination as to whether a violation of this Resolution has occurred. If the Council determines that a violation has not occurred or has been cured by the time of the hearing, the Council will lift the suspension and the stop work order. If the Council determines that a violation has occurred and has not yet been cured, the Council shall provide the Applicant with a deadline to cure the violation; no construction work shall be performed on the property until and unless the violation is cured by the deadline, other than work designated by the Council to accomplish the cure. If the violation is not cured by the deadline, the Council may either extend the deadline at the Applicant's request or schedule a hearing for the revocation of the entitlements granted by this Resolution pursuant to Chapter 17.58 of the Rolling Hills Municipal Code (RHMC).

C. All requirements of the Building Code and the Zoning Ordinance including outdoor lighting requirements, roofing material requirements, stable and corral area set aside requirements and all other requirements of the zone in which the subject property is located must be complied with, unless otherwise set forth in this approval.

D. The Applicant is required to work with the City's Building and Safety and Public Works officials to identify the best method of repairing the storm drain pipe and the failed slope that would bring the rear slope as close to 2:1 grade as possible, and present the plan to the Planning Department. In addition, all of the as graded and as built features on the property must be reviewed and approved by the appropriate Building and Safety staff, plans submitted to the Planning Department and permits obtained, following the repair of the drain pipe and slope remediation.

E. The project shall be developed and maintained in substantial conformance with the site plan on file in the City Planning Department dated February 16, 2017, as amended by a site plan dated May 24, 2018, and as further amended by a site plan dated March 12, 2019 on file in the City Planning Department, or as may be further amended and approved by the Los Angeles County Building Department and the City's Planning Director in order to preserve all the conditions of approval.

F. This project shall be reviewed and approved by the RHCA. Any deviations to this project that the RHCA may require, or changes requested by the Applicant or which result from field conditions, which would trigger additional grading, require additional walls or affect any of the herein approved development shall be submitted for reviewed to the Planning Department. The Planning staff shall determine if the modifications are minor or major, and if major, the project shall be reviewed by the Planning Commission pursuant to Section 17.38.065 and 17.46.070.

G. Prior to submittal of final plans to the Building Department for issuance of grading and construction permits, the plans for the project shall be submitted to staff for verification that the final plans are in compliance with this Resolution. The conditions of approval specified herein shall be printed on the plans submitted to the Building and Safety Department for plan check review and on all subsequent plans, including job site plans. Building and grading permits shall be obtained from the Building and Safety Department, first for phase one and once phase one is completed then for phase two of the development.

H. Structural lot coverage shall not exceed 5,381 square feet or 13.6% in conformance with structural lot coverage limitations and includes a 450 sq.ft. future stable. Total lot coverage of structures and paved areas shall not exceed 12,809 square feet or 32.3% in conformance with lot coverage limitations.

I. The disturbed area of the lot shall be 48.8%, or as it may be amended due to requirements of the soils and geology division of the Building Department for slope and drainage repair. The grading for the as graded paths, including the terracing and the basement excavation shall not exceed 1,819 cubic yards cut, 1,819 cubic yards fill. However, the grading quantities may be amended due to the required drainpipe and slope repairs.

J. The basement shall not exceed 1,448 square feet, and the light well shall not exceed 25 square feet.

K. Residential building pad coverage on the 4,901 square foot residential building pad (not in setback) shall not exceed 94%.

L. The property on which the project is located shall contain a set aside area to provide an area meeting all standards for a stable, corral with access thereto.

M. The property owner and/or his/her contractor/applicant shall be responsible for compliance with the no-smoking provisions in the Municipal Code. The contractor shall not use tools that could produce a spark, including for clearing and grubbing, during red flag warning conditions. Weather conditions can be found at:

http://www.wr.noaa.gov/lox/main.php?suite=safety&page=hazard_definitions#FIRE

It is the sole responsibility of the property owner and/or his/her contractor to monitor the red flag warning conditions.

N. Pursuant to Section 17.46.020 of the Rolling Hills Municipal Code the Planning Commission shall review any future development or construction on the property. Construction of a stable, if requested, shall be subject to the Municipal Code requirements at the time of the request.

O. All graded areas, including the terraced areas between the paths shall be landscaped. Landscaping shall be designed using well established plants, which shall not grow into views from neighboring properties. If trees and shrubs are planted, they shall not at any time exceed the ridge height of the residence. A landscaping plan shall be submitted to the Planning Department prior to obtaining a grading permit for the slope repair. The landscaping shall include water efficient plants and irrigation that incorporates a low gallonage irrigation system, utilizes automatic controllers, incorporates an irrigation design using "hydrozones," considers slope factors and climate conditions in design, and utilizes means to reduce water waste resulting from runoff and overspray. The property shall be maintained free of dead trees and vegetation.

P. Drainage dissipater or pipe (as may be required by the Building and Safety Dept.) shall be constructed outside of any easements, unless approved by the RHCA. The drainage system shall be approved by the Los Angeles County Department of Building and Safety. If an above ground swale and/or dissipater is required, it shall be designed in such a manner as not to cross over any equestrian trails or discharge water onto a trail, shall be stained in an earth tone color, and shall be screened from any trail, road and neighbors' view to the maximum extent practicable, without impairing the function of the drainage system.

Q. During construction, dust control measures shall be used to stabilize the soil from wind erosion and reduce dust and objectionable odors generated by construction activities in accordance with South Coast Air Quality Management District, Los Angeles County and local ordinances and engineering practices. During construction, conformance with local ordinances and engineering practices so that people or property is not exposed to landslides, mudflows, erosion, or land subsidence shall be required.

R. During construction, all parking shall take place on the project site and, if necessary, any overflow parking shall take place within the unimproved roadway easements, and shall not obstruct neighboring driveways. During construction, to the maximum extent feasible, employees of the contractor shall car-pool into the City.

S. During construction, the property owners shall be required to schedule and regulate construction and related traffic noise throughout the day between the hours of 7 AM and 6 PM, Monday through Saturday only, when construction and mechanical equipment noise is permitted, so as not to interfere with the quiet residential environment of the City of Rolling Hills.

T. The property owner shall be required to conform to the Regional Water Quality Control Board and County Health Department requirements for the installation and maintenance of storm water drainage facilities.

U. A construction fence may be allowed or may be required by the City or the Building Department staff for the duration of the construction of the project. City staff shall approve the location and height of the fence. The construction fence shall not be placed more than 15 calendar days prior to commencement of the construction and shall be removed within 15 calendar days of substantial completion of the project as determined by City staff or at any given time at the discretion of City staff.

V. Placement of one construction and one office trailer may be permitted for the duration of on-site construction activities during an active building permit; each shall be no larger than 8' x 40' in size, and must be authorized by City staff with such authorization being revoked at any point deemed reasonable by City staff. Such trailers, to maximum extent practicable shall be located in a manner not visible from the street. Unless otherwise approved by staff, with proof of a good cause, such trailers shall not be located in any setback or front yard, may be placed on the site no more than 15 calendar days prior to commencement of construction and must be removed within 15 calendar days of expiration of a building permit, revocation, or finalization of the project.

W. If the electrical panel is to be upgraded, electrical lines lengthen or the panel relocated, all utility lines shall be placed underground.

X. 65% of the demolition and construction materials must be recycled/diverted. Prior to granting a final inspection, verification shall be submitted to staff verifying recycling.

Y. Prior to finaling of the project an "as graded" and an "as constructed" plans and certifications shall be provided to the Planning Department and the Building Department to ascertain that the completed project is in compliance with the approved plans and this resolution. In addition, any modifications made to the project during construction, shall be depicted on the "as built/as graded" plan.

Z. The Applicant shall execute an Affidavit of Acceptance of all conditions of the Site Plan Review approval, or the approval shall not be effective.

AA. All conditions, when applicable, must be complied with prior to the issuance of a grading or building permit from the Building and Safety Department.


Section 10. The Planning Commission hereby rescinds Planning Commission Resolution Nos. 2017-08 and 2018-05, as all findings are restated herein and conditions are restated and revised herein.

PASSED, APPROVED, AND ADOPTED this 16th day of April 2019.



Brad Chelf
Chairman

ATTEST:



City Clerk

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

I certify that the foregoing Resolution No. 2019-07 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS GRANTING A VARIANCE TO ALLOW CONSTRUCTION OF A BASEMENT LIGHT WELL IN THE FRONT YARD SET BACK AND A MAJOR MODIFICATION TO CHANGE THE PRESCRIBED ORDER OF CONSTRUCTION AND A TWO YEAR EXTENSION RELATING TO PREVIOUSLY GRANTED SITE PLAN REVIEW AND VARIANCE ENTITLEMENTS AT 5 EL CONCHO LANE IN ZONING CASE NO. 916, (LOT 10-GF) ROLLING HILLS, CA (DE MIRANDA).

was approved and adopted at a regular meeting of the Planning Commission on April 16, 2019 by the following roll call vote:

AYES: CARDENAS, COOLEY, SEABURN AND CHAIR CHELF.

NOES: NONE.

ABSENT: KIRKPATRICK.

ABSTAIN: NONE.

and in compliance with the laws of California was posted at the following:

Administrative Offices.


CITY CLERK

Any action challenging the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in section 17.54.070 of the Rolling Hills Municipal Code and Code of Civil Procedure Section 1094.6.

Bolton Engineering Corporation

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

RECEIVED

JAN 15 2019

City of Rolling Hills
By _____

January 14, 2019

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

Subject: 5 El Concho Lane Grading / Basement Modification and Status Update

Yolanta,

This memo is in regards to the on-going project at 5 El Concho Lane in Rolling Hills for Shawn DeMiranda. The original Resolution of Approval was for three separate projects on the site; (1) replacement and repair of failed storm drain on the property which conveys all of the storm-water from El Concho Lane down into the canyon and legalize previously constructed retaining wall, (2) repair slope failure from storm-water runoff and legalize un-permitted pathway walls, and (3) construct basement under portion of residence.

At this time the status of the above items are as follows:

(1) The storm drain has been replaced and the retaining walls legalized and approved through the County and performed as expected through the 2017 – 2018 rainy season. There is nothing more to be done for this Phase of the project.

(2) The slope repair and wall legalization has been the hardest of the three items to satisfy as the County would not accept the wall type which was processed through Planning Commission originally. Once Bolton Engineering took over on the project, we went back to the drawing board and worked with the County and Soils Engineer to find a set of walls which would be acceptable to all parties. The Soils Engineer prepared an additional report detailing slope repair recommendations, retaining wall design recommendations, and the required recommendations for the basement design. The Slope Repair Grading Plan is currently in review with the County Grading / Drainage Plan Check Engineer, as well as with the County Soils / Geology Division. We have paid plan check extension fees in order to extend our plan check through June 2019. We have processed the plans through the RHCA and they have signed off on all of the items. One major item of concern, from the original Planning Commission meeting, was the bbq. The current Grading Plan shows a complete removal of said bbq and it is instead replaced with a 5' max height wall which averages out to 2.5' in height.

(3) An Architect, Joseph Spierer and Associates, was retained for the project as there had not been an architect previously involved. A minor modification to the basement was processed through Planning Commission in 2018 and they are currently in Plan Check with the County for the basement. We are also requesting an additional minor modification through this application for construction of a light-well in the setback, which is more detailed in the last paragraph.

We have been working through the terms of the Resolution of Approval and in speaking with Yolanta it was determined best to bring the project back before the Planning Commission in order to clarify a few points and process another minor modification. Per the Resolution of Approval for the project the slope repair of the slough off area is to be completed and the legalization of the as-built rail-road tie walls with the County obtained, prior to pulling any permits for the basement construction / legalization. While going through the preparation of the Grading Plan we have found that there will not be enough dirt on-site to repair the slope as the erosion of this area has taken all of the useable soil off the property. As the Resolution is currently worded, we will need to import soil in order to restore the slope, as the Soils Engineer is requiring us to remove the top 3' of soil, due to it not being acceptable material. We are also going to be required to over-excavate to bedrock and re-compact the slope in order to stabilize the hillside to hold the soil and walls which is proposed to bring the grade back to pre-construction conditions.

Bolton Engineering Corporation

In order to limit the amount of import and export on-site we are requesting that we be allowed to dig out (export) the basement at the same time as the slope repair / wall legalization in order to utilize the basement dirt for the slope repair. This will limit the amount of trucks going up and down El Concho Lane to truck off the basement material as well as eliminating the need to bring material on-site. The proposed cut / fill for the slope / pathways is 100 c.y. cut and 200 c.y. fill with 975 c.y. over-excavation and 1,290 c.y. re-compaction. The proposed cut for the basement is proposed to be 800 c.y. If allowed to utilize the basement soil for fill material the amount of export off site would be reduced to 385 c.y. If not allowed to utilize the basement material we would need to import 415 c.y. of soil for the slope repair. This required import value (of 415 c.y.) would be below the allowable 500 c.y. which the City Staff would be able to approve over the counter, with an approved Grading Plan on file.

Another reason we are requesting the allowance of the excavation of the basement at the time of the slope repair is to protect the MSE walls which are to be constructed as part of the slope repair. These MSE walls are designed with GeoGrid extending back into the slope and they are not designed to withstand loads of heavy machinery. If we are able to excavate out the basement prior to building these walls we would be able to limit the amount of heavy equipment going over the geogrid material as well as the location of the proposed septic system. The septic system is currently proposed to be located between the residence and the upper retaining wall which is where the heavy equipment will be going over for the basement excavation. The septic would not be installed until the walls were constructed so if we can excavate the basement at the same time as the slope repair we minimize the potential impact to the septic system as well.

Due to the concern regarding the project and ensuring that the walls and slope repair are completed and legalized, we would request that the Resolution of Approval be modified to condition the project so that no building permits, other than a foundation only permit for the basement walls, would be approved or released prior to the Rough Grade approval. This is common practice for all projects in the City of Rolling Hills, being that contractors are allowed to pour basement walls and excavate as needed as part of the Rough Grading because that soil is typically required for the project and also it keeps all of the grading activities combined instead of broken up. The client would not be able to pull any framing or MEP permits until this Rough Grade was approved by the County Building and Safety inspector.

At the same time we are processing the request for the basement dirt excavation timeline modification, we would also like to request a two year extension to the Resolution of Approval expiration date. We have made progress on the project but will not meet the deadline currently specified to begin construction. We have shown a vested interest in working to comply with the deadline, by having plans submitted to the County for Plan Check and paying the required plan check fees with the County. Due to the complex nature of this project and the change in Consultants has delayed the project beyond what may have originally been expected. A third item which we are requesting a modification on through this application is for the addition of a light-well in the side yard setback. While going through the Building Department plan check the proposed egress, already depicted on the plans, was deemed not to code and a light-well is required. Due to the location of the proposed septic system to the west and the existing deck / building to the north and east, the only other location is on the southerly side of the residence which is in the setback. The revised architectural plans reflect the new light-well and we will flag it on the ground for the field-trip. I plan to be at the March Planning Commission Field Trip and Evening meeting to discuss any questions that the Planning Commission may have regarding the project status and our requests.

Feel free to contact me directly with any questions / concerns regarding the project.

Regards,

Bolton Engineering Corp.

—
Tavisha Ales (RCE 83446)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 6A
Mtg. Date: 05/13/19

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: YOLANTA SCHWARTZ, PLANNING DIRECTOR

THRU: ELAINE JENG, P.E. CITY MANAGER

SUBJECT: A HEARING TO CONSIDER WHETHER NONCOMPLIANCE WITH CITY COUNCIL RESOLUTION NO. 1196 AND THE COVENANT RECORDED AGAINST TITLE PURSUANT THERETO CONSTITUTES A PUBLIC NUISANCE WITH REGARD TO FAILURE TO ABATE A VIEW IMPAIRMENT AT 15 PORTUGUESE BEND ROAD (COVENANT RECORDED AS DOCUMENT NUMBER 20170547814 AND DATED 05/17/2017) (OWNERS: WILLIAM AND JUDITH HASSOLDT)

DATE NOTICE OF PUBLIC HEARING PUBLISHED: APRIL 11, 2019

ATTACHMENTS:

1. Staff Report from April 22, 2019

BACKGROUND

This matter was introduced to the City Council at the April 22, 2019 City Council meeting. The staff report from the April 22, 2019 meeting is included with this report to provide background information.

After the posting of the April 22, 2019 City Council meeting agenda, staff received a signed tree trimming agreement from the property owner at 15 Portuguese Bend Road engaging the services of a tree trimming company to perform the tree maintenance work per Resolution No. 1196. The property owner also indicated that the work would commence in 3 to 4 weeks from April 5, 2019, when the agreement was signed. The engagement of services and the work schedule demonstrated efforts by the property owner at 15 Portuguese Bend Road to comply with Resolution No. 1196. The City Council continued the hearing to the May 13, 2019 City Council meeting.

NOTIFICATION

This report was sent to the property owners of 15 and 18 Portuguese Bend Road.

RECOMMENDATION

Staff recommends that the City Council open the public hearing, consider all testimony and make a determination if there is a failure to abate view impairment at 15 Portuguese Bend Road; and provide direction to staff.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD

ROLLING HILLS, CA 90274

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Agenda Item No: 6A

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DATE PUBLISHED: APRIL 11, 2019

ATTACHMENTS:

- 1. Resolution 1196**
- 2. Notice of Violation**
- 3. Proposals from Tree Trimming companies**
- 4. RHMC Chapter 8.24**

BACKGROUND AND DISCUSSION

Approximately five years ago, on April 24, 2014, Dr. and Mrs. Nuccion of 18 Portuguese Bend Road filed a view impairment complaint with the City alleging that the trees located on 15 Portuguese Bend Road (Hassoldts' Property) interfered with their view. On October 7, 2015, the Committee on Trees and Views ("CTV") held a duly noticed public hearing and adopted Resolution No. 2015-03-CTV; this resolution confirmed the alleged view impairment and specified restorative actions on nine trees located on the Hassoldts' Property. This matter was appealed to the City Council; following a duly noticed public hearing, the City Council adopted Resolution No. 1196 on November 28, 2016. Resolution No. 1196 upheld the CTV's original action (including the specified restorative actions) and became final immediately upon adoption.

In May 2017, the Nuccions expressed to the City Council that three trees (a Eucalyptus, Pepper and Olive Tree) had not been trimmed pursuant to the requirements outlined in Resolution No.

1196. Staff determined that the Pepper Tree was not included within Resolution No. 1196 and was therefore not subject to remediation. On July 17, 2017, Mr. Gregory Applegate, with Arborgate Consulting, Inc., conducted an inspection as to the Eucalyptus and Olive Trees and determined that the Eucalyptus Tree had been cut to the proper height, but that the Olive Tree needed to be cut back as specified by the requirements outlined in Resolution No. 1196. Later that summer, the Hassoldts complied with Resolution No. 1196.

Resolution No. 1196 requires maintenance activity on certain trees, including trimming, lacing, and reducing the crown of the trees, every two years beginning in 2017 by March 1. On February 28, 2019, in anticipation of the March 1, 2019 maintenance deadline, the City received an email from Dr. Nuccion stating that the trees subject to Resolution No. 1196 on the Hassoldt's Property had not been trimmed.

On March 5, 2019, staff visited the Nuccions' property and took photographs from the Designated Viewing Area as described in Section 4(C) of Resolution No. 1196. In comparing the photographs (May 10, 2017 against March 5, 2019), it was determined that certain actions outlined in Resolution No. 1196 were not performed by March 1, and staff ordered certain maintenance actions as outlined in Resolution No. 1196 by March 28, 2019.

On March 29, 2019, City staff again visited the Nuccions' property to identify whether the Hassoldts complied with Resolution No. 1196 in response to the City's letter. City staff took photographs from the Designated Viewing Area and determined that the ordered maintenance actions were not performed.

On March 29, 2019, a certified letter was mailed to Mr. and Mrs. Hassoldt informing them that pursuant to Rolling Hills Municipal Code ("RHMC") Chapter 8.24, the City Manager had determined that their noncompliance with Resolution No. 1196 resulted in a nuisance on their property, and that a hearing on this matter would be held before the City Council on April 22, 2019, if the nuisance was not abated within fifteen days from the date of the notice, or by April 15, 2019, or good-faith efforts towards abatement had not been made to the satisfaction of the City Manager by April 15, 2019. (*See Notice of Violation Letter, attached*).

On April 12, 2019, Mr. Hassoldt faxed two proposals to staff from two tree service companies for the maintenance work and indicated that he selected Travers Tree Service Inc., but that they were unable to start the trimming for 3 to 4 weeks. The Travers Tree Service, Inc. proposal was accepted and signed by Mr. Hassoldt. (*See Travers Tree Service Inc. proposal, attached.*)

Based on Mr. Hassoldt's demonstrated effort, City staff recommends that the City Council open the public hearing, consider all testimony, and continue it to the City Council's regular meeting on Wednesday, May 28, 2019. This continuance will provide the Hassoldts with a sufficient amount of time to allow Travers Tree Service, Inc. to bring their property into compliance with Resolution No. 1196.

NOTIFICATION

Copies of this report have been sent to the property owners of 15 and 18 Portuguese Bend Road.

RECOMMENDATION

Open the public hearing, consider all testimony, and continue the item to the City Council's regular meeting on Wednesday, May 28, 2019.

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RESOLUTION NO. 1196

A RESOLUTION OF THE ROLLING HILLS CITY COUNCIL DENYING THE APPEALS OF DR. AND MRS. STEPHEN NUCCION AND MR. AND MRS. WILLIAM HASSOLDT AND UPHOLDING THE DECISION OF THE COMMITTEE ON TREES AND VIEWS BY DECLARING THAT SPECIFIC TREES LOCATED ON THE PROPERTY AT 15 PORTUGUESE BEND ROAD HAVE CAUSED SIGNIFICANT IMPAIRMENT TO THE VIEW FROM THE PROPERTY LOCATED AT 18 PORTUGUESE BEND ROAD AND SETTING FORTH RESTORATIVE ACTION TO ABATE THE IMPAIRMENT.

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The City's View Preservation Ordinance was enacted in June 1988. The ordinance established preservation of views to be of primary value to the community and created a process by which a property owner could seek to restore a view obstructed by landscaping.

In March 2013, the Rolling Hills electorate passed an initiative entitled Measure B amending the 1988 View Preservation Ordinance. The principal effect of Measure B was to shift the application of the Ordinance from protecting views that are *capable* of being enjoyed from a property to views that were *actually* enjoyed from a property when the property owner first acquired the property. In particular, the initiative amended the View Preservation Ordinance as follows:

- Protecting only those views which existed when the current property owner acquired ownership of the property;
- Limiting the protection of the ordinance to views obstructed by "maturing" vegetation (thereby excluding views obstructed by trees that were "mature" at the time of the property acquisition); and
- Restoring views from "view corridors," and "views through trees."

Section 2. On April 24, 2014, Dr. and Mrs. Stephen Nuccion, the owners of the property located at 18 Portuguese Bend Road ("Nuccions"), filed a View Impairment Complaint ("Complaint") regarding the trees located at 15 Portuguese Bend Road, a property owned by Mr. and Mrs. William Hassoldt ("Hassoldts"). The Complaint alleged that at the time the Nuccions purchased their property in April of 2009 they enjoyed a panoramic view of the Santa Monica Mountains, Mount Baldy and the City lights to the north of Rolling Hills, and that since 2012 the Hassoldts had failed to maintain the trees located upon their property such that the view from 18 Portuguese Bend Road was significantly impaired. Pursuant to the Complaint, the Nuccions requested that their view be restored to the condition that it was in during April of 2009.

Pursuant to Rolling Hills Municipal Code 17.26.040(B), the Complaint was referred to a mediator and both parties engaged in mediation; the mediation was unsuccessful. The Nuccions thereafter applied to the City's Committee on Trees and Views ("CTV") in order to resolve the Complaint. By the end of December 2014, City staff had informed the Nuccions that their application was incomplete and requested additional information; this information was not provided to the City until February 4, 2015.

After several postponements, duly noticed public hearings (per Rolling Hills Municipal Code Sections 17.26.040(C) and 17.26.050(A)-(B)) were conducted before the CTV on March 17, 2015, April 21, 2015, May 14, 2015, July 7, 2015, July 21, 2015 and September 22, 2015. Additionally, the CTV attended a duly noticed field trip to both the 15 and 18 Portuguese Bend Road properties on April 21, 2015. At each of the aforementioned meetings, evidence was received from all persons interested in the matter and from members of City staff. The CTV reviewed, analyzed and studied the evidence submitted.

At its July 7, 2015 meeting, the CTV determined that it did not have sufficient evidence to determine whether the trees located at 15 Portuguese Bend Road that are the subject of this Complaint ("Obstructing Trees") were mature in April of 2009 and directed the City to retain a certified arborist to provide an opinion as to the maturity of the Obstructing Trees. The City conducted a request for proposals and selected David de la Torre as the independent arborist. Mr. De La Torre concluded that of the 11 trees at issue, only two (trees #4A and #7) were not mature in 2009 and would therefore be eligible for remediation under Measure B. Notwithstanding the report of Mr. De La Torre, the historical photographs in *ROLLING HILLS The Early Years*, by A.E. Hanson (1978), in addition to other

substantial evidence in the record, indicated that of the 11 Obstructing Trees, only trees #9 and #9A were mature when the Nuccions acquired their property in 2009, thereby rendering the remaining nine (9) Obstructing Trees eligible for remediation under Measure B. Ultimately, the CTV found that: (1) a view (as defined in the Municipal Code) existed from 18 Portuguese Bend Road when the Nuccions acquired the property in 2009; (2) the view from the Nuccions' property is significantly impaired because 11 trees located at 15 Portuguese Bend Road impair the view of the City lights from the Designated Viewing Areas; and (3) restorative action on the nine (9) Obstructing Trees is necessary to abate the view impairment by creating view corridors and views through the trees. To this effect, the CTV adopted Resolution No. 2015-03-CTV on October 7, 2015.

On October 27, 2015, the Hassoldts filed an appeal of the CTV's decision to the City Council contesting the CTV's determination that the nine (9) Obstructing Trees were not mature in 2009. Specifically, in their appeal the Hassoldts asserted that: (1) the Nuccions have not established by clear and convincing evidence, or at all, the existence of a protected view over 15 Portuguese Bend Road; (2) there was no view from 18 Portuguese Bend Road prior to April 2009; and (3) each of the trees subject to the Nuccions' complaint are exempt because they were mature on April 22, 2009. Also on October 27, 2015, the Nuccions filed an appeal of the CTV's decision to the City Council contesting the CTV's determination that trees #9 and #9A were mature in 2009 and ineligible for remediation under Measure B; a determination that the Nuccions claim arose out of the CTV's unsupported and unsubstantiated decision to reject one arborist's report over another. Both appeals were timely filed pursuant to Rolling Hills Municipal Code section 17.26.050(G) and the provisions of Chapter 17.54.

At the November 23, 2015 City Council meeting, City staff provided an overview of the case and the evidence for the Council's consideration. Thereafter, the Council heard public testimony and concluded the meeting by scheduling a field trip to both properties which, after several postponements, was held on March 21, 2016. At the field trip, the City Council determined that the Nuccions had a view (as defined by Rolling Hills Municipal Code section 17.12.220), which could be observed from the living room at the north side of the residence and a patio/pool deck area immediately adjacent thereto along the northern side of the residence.

At the April 25, 2016 City Council meeting, the Council was provided with aerial photographs of both properties, a list of the Obstructing Trees, tree measurements and calculations extrapolating the age of the Obstructing Trees and their heights in 2010 (provided by Mr. Howard Weinberg, attorney for the Nuccions), a photometric analysis to determine the height of the trees in 2010 (prepared by Ms. Anastasia Kostiuk, a 3D Engineer, on behalf of the Nuccions), and a declaration provided by Mr. Brandon Gill (an arborist hired on behalf of the Nuccions). The Council also heard testimony from Mr. Ruben Green, a Registered Consulting Arborist (hired by the Hassoldts); Mrs. Diana Nuccion; Mr. Howard Weinberg; and Mr. Hal Light with regard to the maturity of the Obstructing Trees. At the conclusion of the public hearing, and after considerable deliberation, the City Council concluded on the basis of the evidence that the Nuccions had a view when they acquired their property; that only two of the Obstructing Trees were mature in 2009. The City Council then directed staff to return with a resolution declaring that the view from 18 Portuguese Bend Road is significantly impaired by the nine identified immature trees located on 15 Portuguese Bend Road, and setting forth restorative action to abate the impairment.

In the course of implementing that direction, the City Attorney and staff determined that it would be beneficial to introduce an intermediate step in the process in order to assure that the findings placed into the resolution were consistent with the Council's direction and with the requirements of the applicable provisions of the Municipal Code. Consequently, in anticipation of the June 13, 2016 City Council meeting, staff prepared a report outlining all of the evidence presented to date relating to the extent of the view which existed from the Nuccions' property in April of 2009 and presented three options for the City Council to consider: (1) review the evidence supporting the existence of a view in 2009 and reaffirm its direction from April 25, 2016 and direct staff to return with a resolution upholding the CTV's October 7, 2015 decision; (2) re-open the public hearing after public notice and schedule another hearing; or (3) provide alternative direction to staff. During the course of the June 13, 2016 meeting, the Nuccions proffered additional evidence which had not been submitted during the hearing. This supplementary eleventh-hour evidence demonstrated to the Council that additional evidence existed which the parties had not previously presented to the Council for its consideration; therefore, in an effort to ensure that the entire universe of evidence was adequately being considered, the Council moved to reopen the public hearing for the limited purpose of considering the issue of whether a view existed at the time the Nuccions' acquired their property. The Council further instructed the Nuccions to submit digital copies (including the metadata) of all photographs that had been submitted in support of the view impairment complaint, and instructed both parties to submit any and all additional evidence for the Council's consideration.

Section 3. On October 24, 2016, the City Council held a duly noticed public hearing (Rolling Hills Municipal Code Sections 17.26.040(C) and 17.26.050(A)-(B)) to conclusively determine the extent of the Nuccions' view as it existed in April of 2009. Evidence was presented by all interested persons, including the Complainants; the October 15, 2015 declaration of Mr. Martin Jimenez; email exchanges between the Hassoldts and the Nuccions; the photographs received by the City on April 25, 2016; the arborist reports of Mr. Dane Shota, Mr. William McKinley, and Mr. David De la Torre; the photometric analysis prepared by Ms. Anastasia Kostiuk; the metadata of the photos submitted along with a summary of said photos, provided by Mr. Weinberg; correspondence submitted by Mr. Weinberg including the declarations of Stephen Nuccion, Diana Nuccion, Margaret Schmit, Suzanne Sussman, Keith Kelley, Karina Santana, Yasmine Ryan, Sean Cardenas, James C. Roberts III, and Lianne Koeberle; and correspondence submitted by Mr. Light, including the declaration of Mr. Ruben M. Green. The Council also heard testimony from Mr. Green, Mrs. Hassoldt, Mrs. Nuccion, Mr. Light, Mr. Weinberg and Dr. Nuccion. This evidence was fully considered by the City Council, whose findings are expressed in further detail below.

Section 4. The City Council finds as follows:

A. Pursuant to Rolling Hills Municipal Code section 17.26.090(3) the burden of proof to show that any view is impaired shall be upon the party claiming such impairment, and the standard shall be by "clear and convincing evidence." Evidence shall be weighted in the following order of priority: (1) photographs; (2) expert testimony; and lastly (3) other evidence, which may include testamentary evidence and any documentation (other than photographs).

B. Pursuant to Rolling Hills Municipal Code Section 17.26.050 D(3), a view as defined in Section 17.12.220 of the Municipal Code existed from 18 Portuguese Bend Road when the Nuccions acquired the property in 2009. The Council finds, pursuant to the March 21, 2016 field trip to the property located at 18 Portuguese Bend Road, that the viewing area from the Nuccions' property includes a living room at the north side of the residence and a patio/pool deck area immediately adjacent thereto along the northern side of the residence, from the standing perspective of an average height person ("Designated Viewing Areas").

C. The Nuccions provided numerous photographs of their view from the Designated Viewing Areas; four photographs bore handwritten dates claiming that the photographs were taken in either 2010 or 2011. The Council notes that the photographic evidence in this case is further complicated by the fact that the Nuccions had the opportunity to, and in fact did, arrange for the trimming of the trees on 15 Portuguese Bend Road prior to the date that the Hassoldts purchased their property in 2012. Pursuant to a recent request for the production of metadata, the earliest photograph submitted for the Council's consideration was taken during dusk on July 14, 2010; this image is dark and does not adequately/clearly depict the Offending Trees. For these reasons, none of the photographs submitted, including the July 14, 2010 photograph, conclusively establish the view as it existed in from the Nuccions' property in 2009.

D. In the absence of clear and convincing testamentary evidence provided by the experts and conclusive photographic evidence, the Council relied heavily upon the declarations of the parties and their witnesses to establish the scope of the view from 18 Portuguese Bend Road. The Council commented on the integrity of the declarants provided by the Nuccions, and found their declarations persuasive. Specifically, the Council found the declaration of Mr. Roberts (whose father sold 15 Portuguese Bend Road to the Hassoldts, and who was personally involved with the care of 15 Portuguese Bend Road from 2005-2011) to be particularly persuasive. Additionally, the Council concluded that the MLS listing from February 2008 established clear and convincing evidence that a view existed from 18 Portuguese Bend Road at or about the time the Nuccions purchased their property. The listing included a description of the view as follows: "Panoramic City Lights and partial ocean views... Pool and spa overlooking views." The Council finds persuasive the testimony provided that the Nuccions relied upon this statement in viewing the home and would not have purchased the home if it did not in fact have the views described in the 2008 MLS listing.

E. The only evidence presented by the Hassoldts to rebut the evidence provided by the Nuccions is a report by arborist Ruben Green, who concludes on the basis of historic aerial photographs of some of the Obstructing Trees dated 2008 that a view could not have existed from the Nuccion property in 2009. However, while the aerial photographs show the height and spread of the trees from above, they do not show how the trees affected the view from the Designated Viewing Area on the Nuccion property. Mr. Green argues from the aerial photographs that the Nuccions "could not" have had a view; however, the Council finds this testimony to be speculative because the photographs do not take into account the height differential and viewing angle from the Nuccion residence. Furthermore,

the Hassoldts did not provide any contrary declarations. The Council finds that the overwhelming testamentary evidence of persons who visited the property in 2009 outweighs the speculative conclusions derived from aerial photographs.

F. Pursuant to Rolling Hills Municipal Code Section 17.12.220 "View Impairment," Section 17.26.050(D)(3) and Section 17.26.090 (3), the Council finds that the Nuccions have shown by clear and convincing evidence that the view from the Nuccions' property is significantly impaired because 11 trees located at 15 Portuguese Bend Road significantly impair the view of the Santa Monica Mountains, Mount Baldy and the City lights from the Designated Viewing Areas. The Nuccions provided an aerial photograph of the Obstructing Trees located at 15 Portuguese Bend Road. The Obstructing Trees have been identified as Tree Number One through Tree Number 9A, looking in a northerly direction from the perspective of 18 Portuguese Bend Road. The aforementioned photograph is attached as Exhibit A to this Resolution.

G. Further, the Council finds that, while the photographic evidence submitted by the parties was not persuasive with regard to the maturity of the trees, the testamentary evidence provided, coupled with the time and diligence devoted to this issue by the CTV indicates that only two of the Obstructing Trees (#9 and #9A) were mature when the Nuccions acquired their property in 2009 and are therefore ineligible for remediation under Measure B. Therefore, because the remaining nine trees were not mature when the Nuccions acquired their property, the Council hereby orders restorative action set forth below.

H. Lastly, the Council determined that nine (9) of the Obstructing Trees were not mature and therefore subject to remediation under sections 17.26.010 and 17.26.090(2) of the Rolling Hills Municipal Code. On the issue of maturity, the Council considered the following evidence:

(1) The June 16, 2015 Consulting Arborist Report prepared by Mr. Dane Shota (retained by the Hassoldts). Mr. Shota observed the Obstructing Trees from the Hassoldts' property; he determined that any conclusions derived from the height of the trees would be inaccurate because the trees have been pruned/manipulated. Mr. Shota provided a list of 20 trees located on the Hassoldt property that he determined were mature; no explanation was provided for this determination. Lastly, Mr. Shota's report contained a statement that "[a] lot of the trees that are mature were planted in 1937;" it is unclear from Mr. Shota's report to whom this unsubstantiated statement is attributed. The CTV determined that the conclusions reached by Mr. Shota were inaccurate because there were virtually no trees in the City of Rolling Hills in 1937. The balancing of this evidence, and the determinations made by the CVT with regard to it, are confirmed by the City Council.

(2) The June 17, 2015 Certified Arborist Report prepared by Mr. William McKinley (retained by the Nuccions). Mr. McKinley concluded that all eleven of the Obstructing Trees were "actively growing" and therefore could not have been mature in 2009. Mr. McKinley based his conclusions on visual observations made of the Obstructing Trees from the Nuccions' pool deck area, and what he determined to be "cut lines" and evidence of trimming/regrowth. Based on historical photographic evidence (which depicted virtually no trees planted in the City in 1937 – other than a few olive trees), the CTV agreed with Mr. McKinley that nine of the Obstructing Trees could not have been mature; however, the CTV disagreed with Mr. McKinley's conclusion that the two olive trees planted on the Hassoldt property were maturing (as they had arguably been planted in the City around 1937). The balancing of this evidence, and the determinations made by the CVT with regard to it, are confirmed by the City Council.

(3) The September 2, 2015 Certified Arborist Report prepared by Mr. David De La Torre (retained by the City). Mr. De La Torre observed the Obstructing Trees from the Hassoldt property. Using a mathematical equation to determine the age of the trees, Mr. De La Torre explained how he determined their maturity. Mr. De La Torre determined that the average age of the Obstructing Trees was 62 years old (the oldest tree was 141, while the youngest was 15.) Based upon this information, Mr. De La Torre concluded that of the eleven Obstructing Trees, nine (9) were mature and only two (2) were maturing. Based on historical photographic evidence, the CTV disagreed with Mr. De La Torre that nine (9) of the Obstructing Trees were mature; virtually no trees had been planted in the City in 1937 (other than a few olive trees), therefore the nine (9) trees indicated by Mr. De La Torre could not have been mature in 2009. The CTV concluded that except for the two olive trees located on the Hassoldt property, the remaining nine trees were maturing and therefore subject to remediation. The balancing of this evidence, and the determinations made by the CVT with regard to it, are confirmed by the City Council.

(4) The August 28, 2015 Certified Arborist Report prepared by Mr. Kevin Eckert (retained by the Nuccions). Mr. Eckert concluded that all eleven of the Obstructing Trees were maturing; his conclusions were derived from the "2010/2011" photographs that had been submitted by the Nuccions and a "video stream" of the view from the Nuccions' pool deck area. Based on historical photographic evidence (which depicted virtually no trees planted in the City in 1937 – other than a few olive trees), the CTV agreed with Mr. Eckert that nine of the Obstructing Trees could not have been mature; however, the CTV disagreed with Mr. Eckert's conclusion that the two olive trees planted on the

Hassoldt property were maturing (as they had arguably been planted in the City around 1937). Furthermore, the Council had subsequently learned from the metadata presented as evidence in October, that the photographs relied upon by Mr. Eckert had actually been taken between 2011-2012; therefore the Council confirmed that the accuracy of the conclusions reached by Mr. Eckert were questionable.

(5) The April 16, 2016 and May 12, 2016 reports prepared by Ms. Anastasia Kostiuk (3D Engineer retained by the Nuccioni). Ms. Kostiuk was asked to review photographs provided to her by the Nuccioni, which she was told were taken in 2010; as well as aerial photographs of the Hassoldt property taken between 2008-2012. Ms. Kostiuk took these photographs and created 3D renderings of them, from these renderings she mathematically determined the height of each tree based on the length of the shadows they cast. The Council determined that the evidence provided by Ms. Kostiuk was inconclusive as it was later revealed that the dates of the photographs provided by the Nuccioni were not taken in 2010, but rather in 2011-2012. Furthermore, the data provided by Ms. Kostiuk revealed conflicting and fluctuating evidence related to the height of the trees over time.

(6) The February 2, 2016 and October 13, 2016 declarations of Mr. Ruben Green (certified arborist retained by the Hassoldts). Mr. Green conducted a site inspection at the Hassoldt property to supervise trimming that was being conducted. Mr. Green does not consider Ms. Kostiuk's method to be a reliable way to determine the maturity of the trees. Mr. Green provided his own aerial photographs from 2008 and 2011 to call into question the accuracy of the data Ms. Kostiuk relied upon; specifically, Mr. Green calls attention to the varying height of the utility pole and the evidence of topping in Ms. Kostiuk's photographs. However, the Council determined that in either declaration Mr. Green does not provide an opinion as to whether or not the trees were mature. Ultimately, the Council finds that the weight of the evidence supports a finding that nine (9) of the Obstructing Trees were not mature in 2009 and that restorative action on the nine (9) Obstructing Trees is necessary to abate the view impairment by creating view corridors and views through the trees.

I. Pursuant to Rolling Hills Municipal Code Section 17.26.050(E), the Council finds the restorative action set forth below in this Resolution is necessary to abate the view impairment by creating view corridors and views through trees, that the restorative action will not adversely affect the environment, and that the action will not unreasonably detract from the enjoyment or privacy of the property at 15 Portuguese Bend Road. While the record indicates that the Hassoldts trimmed unspecified trees in January or February of 2016, the Council nonetheless finds that the restorative action set forth in Section 5 of this Resolution remains appropriate.

J. The City reviewed the proposed restorative action's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, *et seq.*, the "CEQA Guidelines") and determined the proposed project to be exempt from environmental review pursuant to Section 15304 (Minor Alterations of Land) and Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines. The project is exempt because no trees will be removed. Instead, the Obstructing Trees will be cleaned out, shaped and trimmed and a substantial amount of the foliage will remain. No evidence was introduced to suggest that the restorative action will cause an adverse environmental impact. Thus, it can be said with certainty that there will be no environmental impact from the proposed actions.

Section 5. The Council orders the following restorative action pursuant to Rolling Hills Municipal Code Section 17.26.050(E):

A. Pursuant to Rolling Hills Municipal Code Section 17.26.060(A), within thirty (30) calendar days of adoption of this Resolution, the Nuccioni are hereby required to obtain and present to the Owners of 15 Portuguese Bend Road, a minimum of three (3) bids from licensed qualified contractors for the performance of the Initial Restorative Action set forth in this Resolution as well as a cash deposit in the amount of the lowest bid. The contractors must provide insurance which protects and indemnifies the City and the Nuccioni from damages attributable to negligence or wrongful performance of the work. Any such insurance shall be subject to the approval of the City.

B. Pursuant to Section 17.26.060(B), the Owners of 15 Portuguese Bend Road may select any licensed and qualified contractor to perform the Initial Restorative Action (defined below) (as long as the insurance requirement of the above paragraph is satisfied), but shall pay for any cost above the amount of the cash deposit. The work for the Initial Restorative Action shall be completed no later than February 14, 2017 or pursuant to an alternative schedule (but no later than March 1, 2017) if the selected contractor determines that the health of the trees would be compromised if the work is performed by February 14, 2017.

C. Subsequent maintenance of the subject vegetation shall be performed at the cost and expense of the owners of 15 Portuguese Bend Road. All vegetation subject to the restorative action described in this Resolution and any future planting, including replacement trees, shall be maintained so

that the view shown in the photograph to be taken by City staff or designee following the Initial Restorative Action, as detailed below, is preserved. The trees shall be maintained so as to not allow for future view impairments from the Designated Viewing Areas of 18 Portuguese Bend Road. Tree maintenance shall be done in the winter months (December – March) and shall be completed by March 1 of each year in which the work is to be done, as specified in paragraph F of this section of this Resolution.

D. An informational covenant shall be recorded against the title of 15 Portuguese Bend Road and shall run with the land, thereby giving notice of this Resolution to all future owners.

E. Initial Restorative Action shall be limited to the 9 Obstructing Trees as identified in the table below.

F. The Initial Restorative Action shall consist of the following:

TYPE OF TREE AND TREE #	LOCATION	ACTION	MAINTENANCE
1	Eucalyptus	NO ACTION	NO ACTION
2	Eucalyptus- along Roadway easement-front	Lace, shape & crown reduce to no higher than the current height of Palm Trees	Every two years
3	Washington Fan Palm- along N/E side of property	Remove the dead fronds	Every two years
3-A	Washington Fan Palm- along N/E side of property	Remove the dead fronds	Every two years
4	Eucalyptus & various volunteers- S/W corner of lot	Lower the canopy and trim to old cuts for city view	Every two years
4-A	Olive & various volunteers- S/W corner of lot	Lower the canopy and trim to old cuts for city view	Every two years
5	Eucalyptus- by garage	Reduce crown to a height of 46 feet above ground	Every two years
6	California Pepper- along front	Shape & reduce canopy to old cuts	Every two years
6-A	California Pepper- along front	Shape & reduce canopy to old cuts	Every two years
7	Olive Tree- along front; S/E corner	Shape, reduce crown and trim to old cuts for city view	Every two years
8	Acacia	NO ACTION	NO ACTION
9	Olive Tree- lawn area	NO ACTION	NO ACTION
9-A	Olive Tree- lawn area	NO ACTION	NO ACTION
TOTAL 9 Trees Subject to Initial Restorative Action			

The locations of the above listed trees are shown on the aerial photograph attached hereto as Exhibit A.

G. The actions described above shall be accomplished per ISA industry standards and best arborist practices, and the following definitions shall apply:

Crown Reduction: Height reduction to specified height by removing selective branches, deadwood, stems and foliage to reduce the height and spread of a tree.

Lace: Thin out thick areas of the canopy to expose the structure of dominant branches, clean out the crown, shaping and balancing the tree.

Section 6. Upon conclusion of the Initial Restorative Action, the Nuccioni shall contact the City and the Hassoldts to schedule a site visit to 18 Portuguese Bend Road, during which City staff shall take photograph(s) from the Designated Viewing Areas to be attached as Exhibit B to this Resolution for the purpose of establishing the level of restorative action for future maintenance. The Hassoldts may attend this site visit as observers only.

Section 7. There shall be no restorative action required for the remainder of the trees on the property at 15 Portuguese Bend Road not listed in the Initial Restorative Action in this Resolution. However, trees on the property not included in this Resolution shall be maintained at current configuration and any new growth that extends into the view established by this Resolution shall be removed at the same time as the maintenance is conducted for the Obstructing Trees, at the sole expense of the Owners of 15 Portuguese Bend Road.

Section 8. The parties by mutual agreement, if they so desire, may modify the implementation action in this Resolution, as set forth in Rolling Hills Municipal Code Section 17.26.060(D). Any such mutual agreement shall be recorded.

Section 9. In the event that any party requests inspection of implementation of Resolution 1196 on grounds that the restorative action or maintenance is not compliant with this Resolution, the City may be required to incur substantial costs in investigating the complaint. Therefore, the City shall be entitled to recover its costs from a non-compliant party, for activities including, but not limited to, hiring independent consultants.

PASSED, APPROVED AND ADOPTED by Members of the City Council this 28th day of November 2016.


Bea Dieringer
Mayor

ATTEST:



Heidi Luce
City Clerk

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

The foregoing City Council Resolution No. 1196 entitled:

A RESOLUTION OF THE ROLLING HILLS CITY COUNCIL
DENYING THE APPEALS OF DR. AND MRS. STEPHEN NUCCION
AND MR. AND MRS. WILLIAM HASSOLDT, AND UPHOLDING
THE DECISION OF THE COMMITTEE ON TREES AND VIEWS BY
DECLARING THAT SPECIFIC TREES LOCATED ON THE
PROPERTY AT 15 PORTUGUESE BEND ROAD HAVE CAUSED
SIGNIFICANT VIEW IMPAIRMENT TO THE VIEW FROM THE
PROPERTY LOCATED AT 18 PORTUGUESE BEND ROAD AND
SETTING FORTH RESTORATIVE ACTION TO ABATE THE
IMPAIRMENT.

was approved and adopted at a meeting of the City Council on November 28, 2016 by the following roll
call vote:

AYES: Councilmembers Black, Mirsch, Pieper and Wilson.

NOES: Mayor Dieringer.

ABSENT: None.

ABSTAIN: None.



Heidi Luce
City Clerk

This decision is final and conclusive. Any action challenging this administrative order must be filed
with a court of law within the time limits set forth in section 1094.6 of the California Code of Civil
Procedure.

EXHIBIT A

Back

44A

9A

3A

6

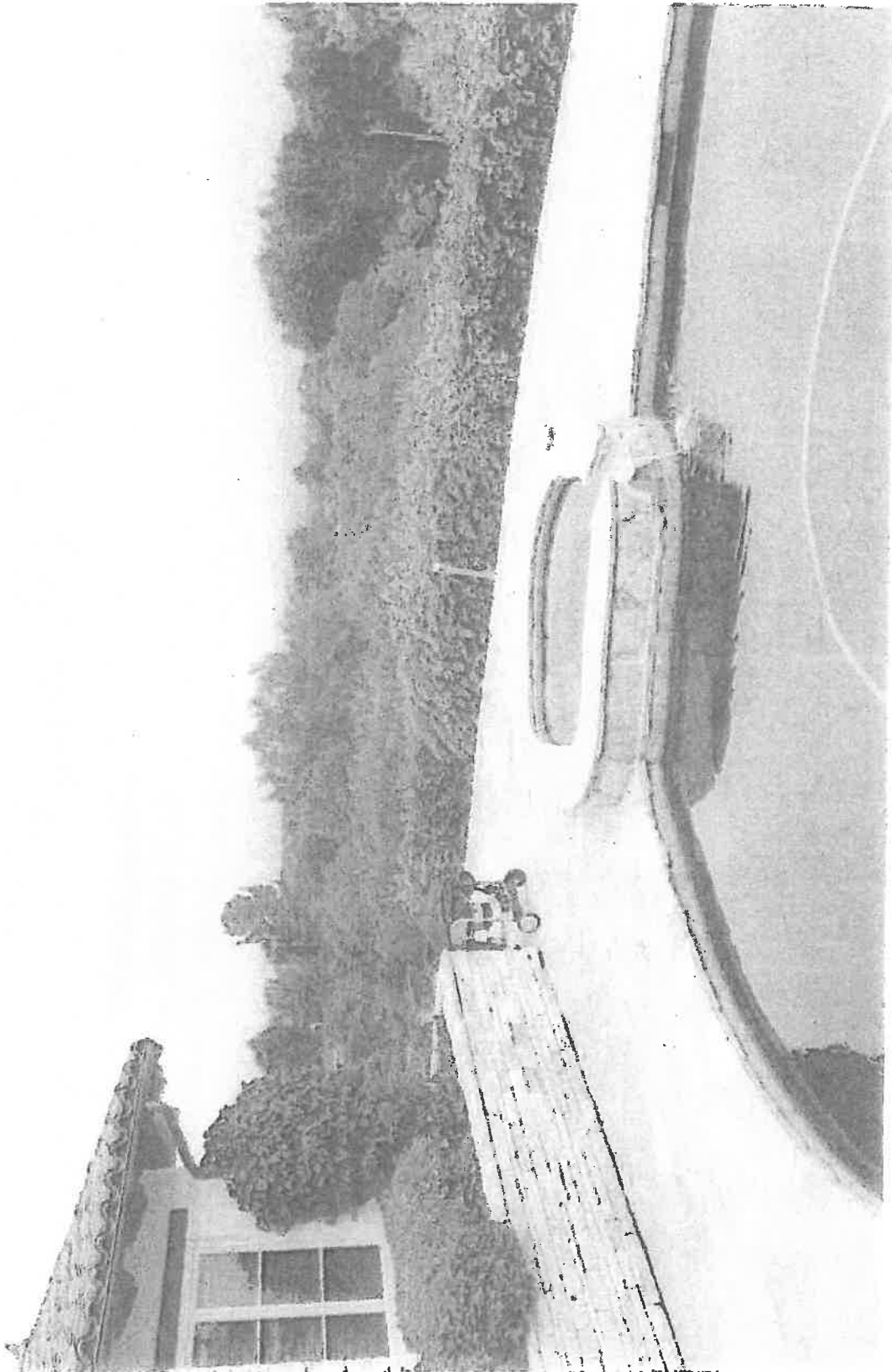
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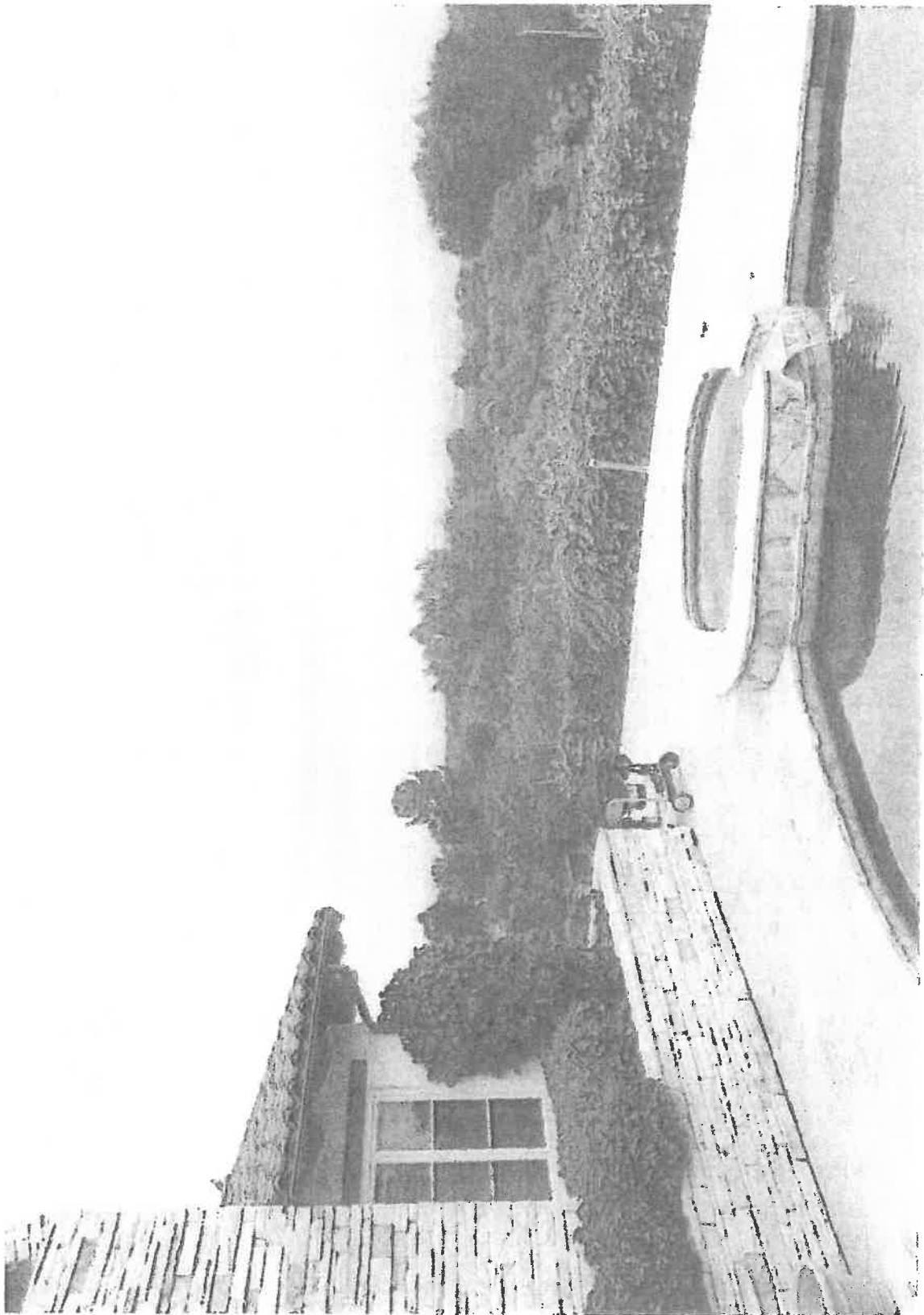
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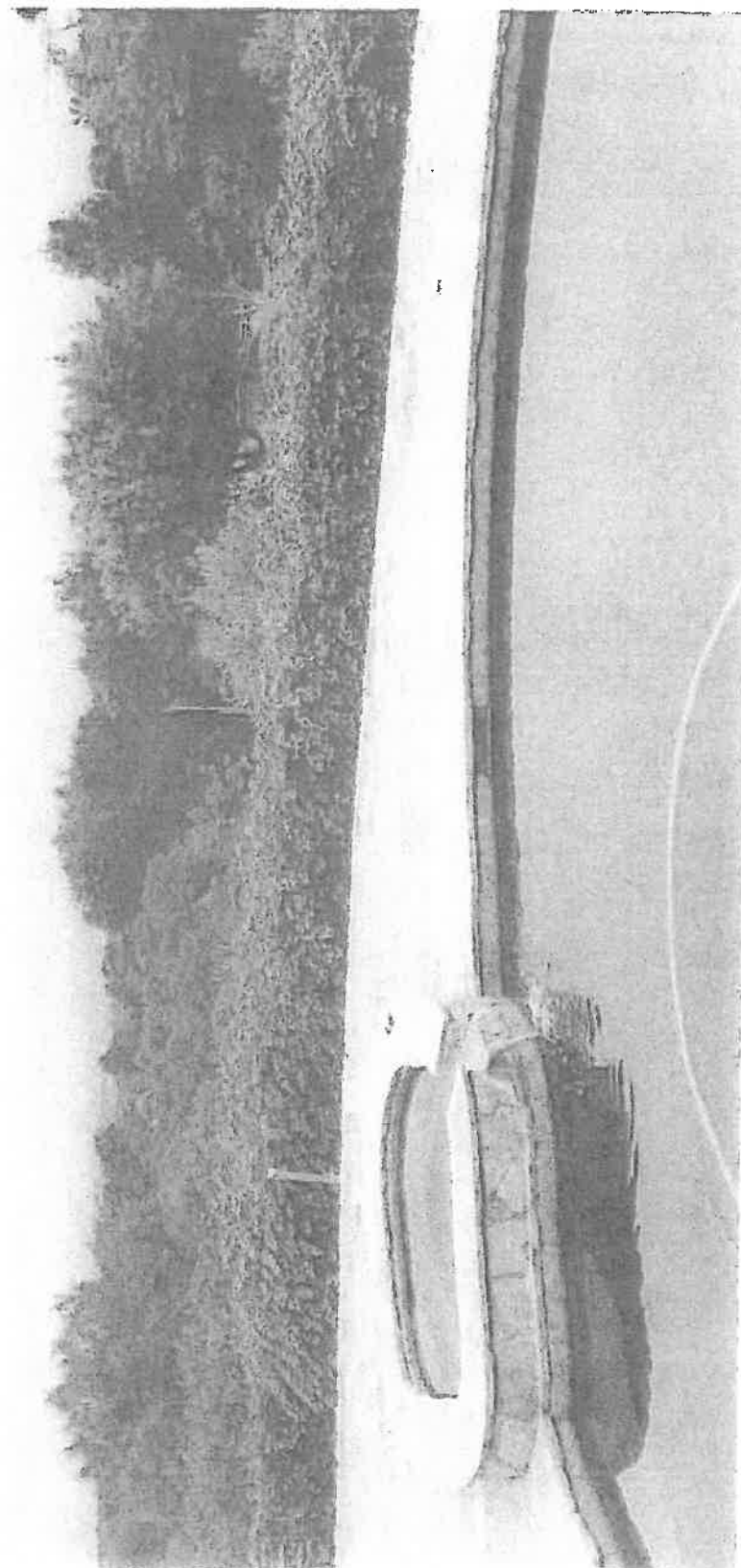
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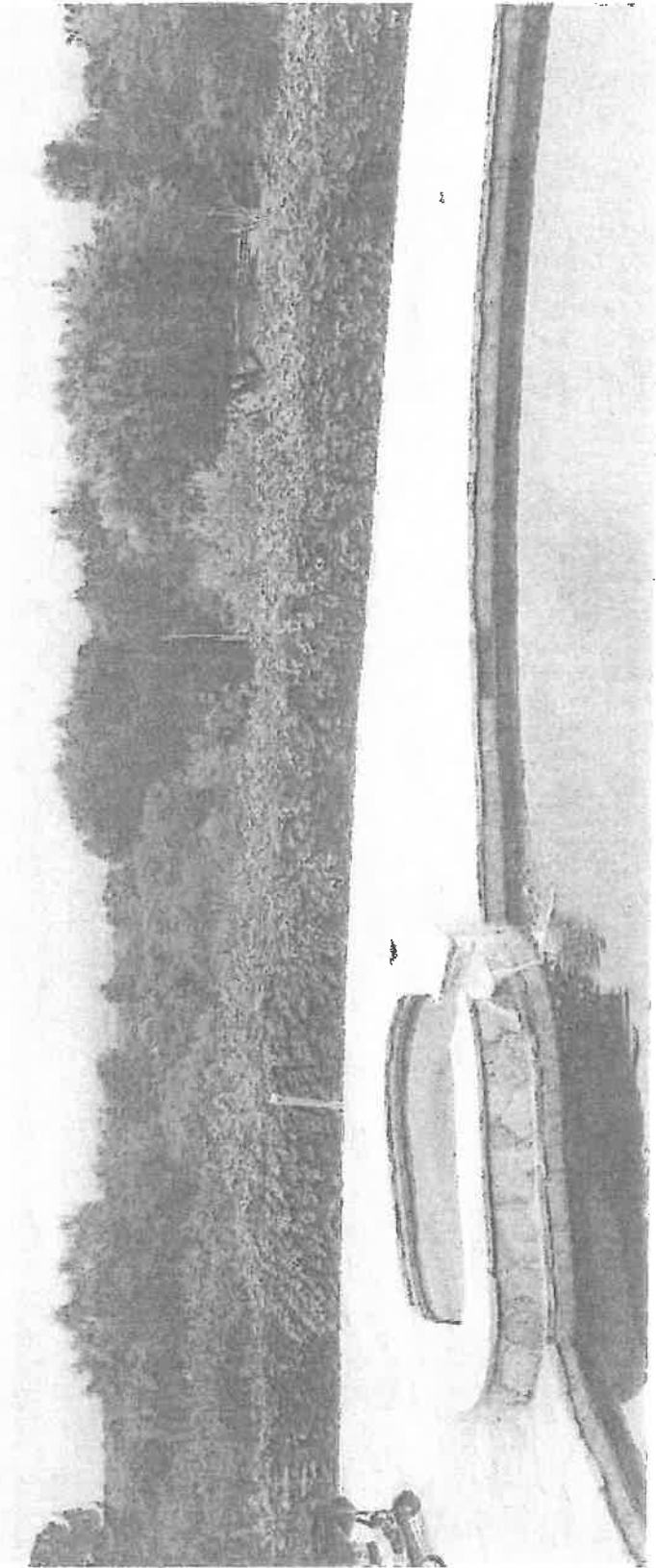
EXHIBIT B

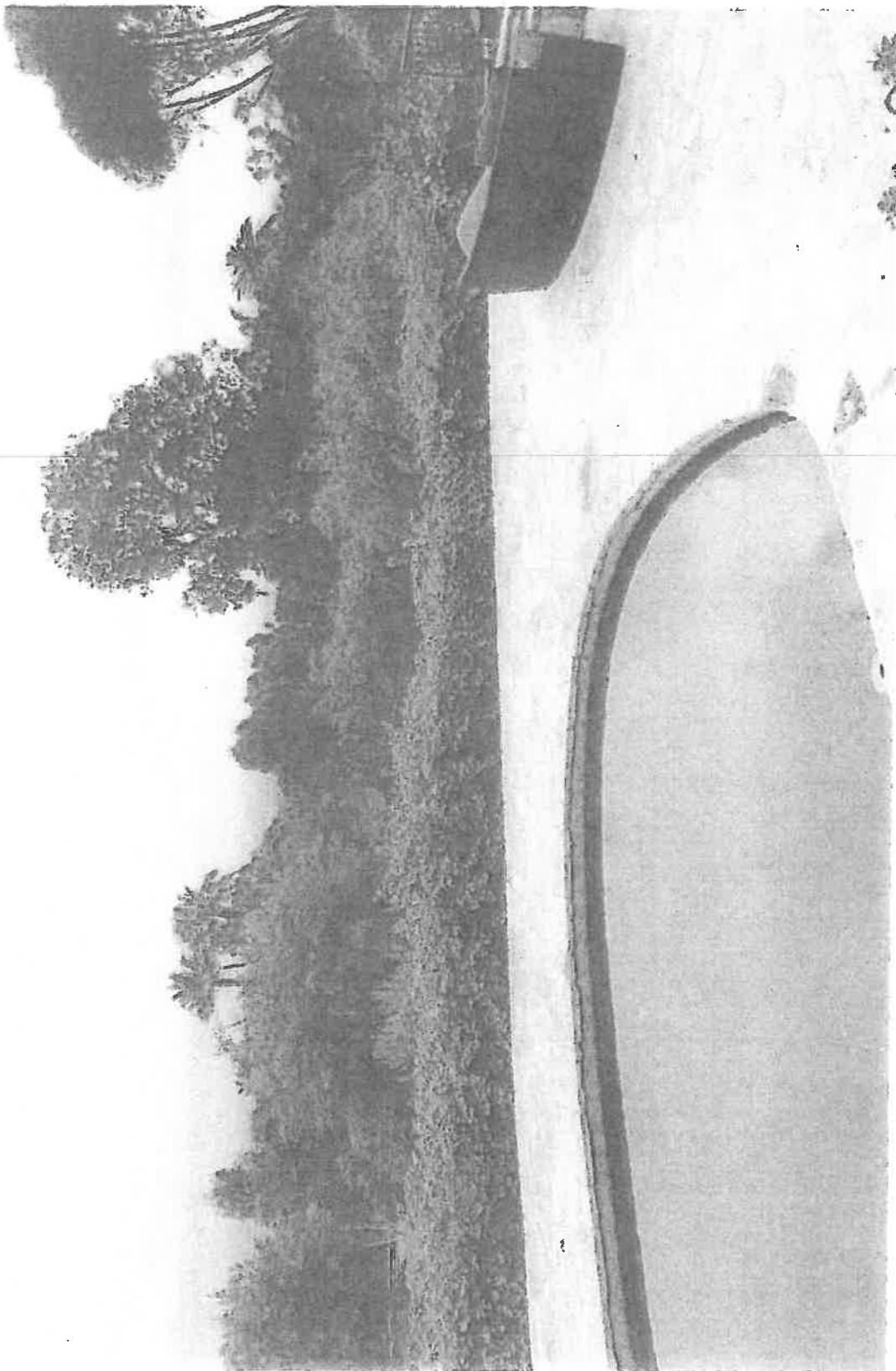


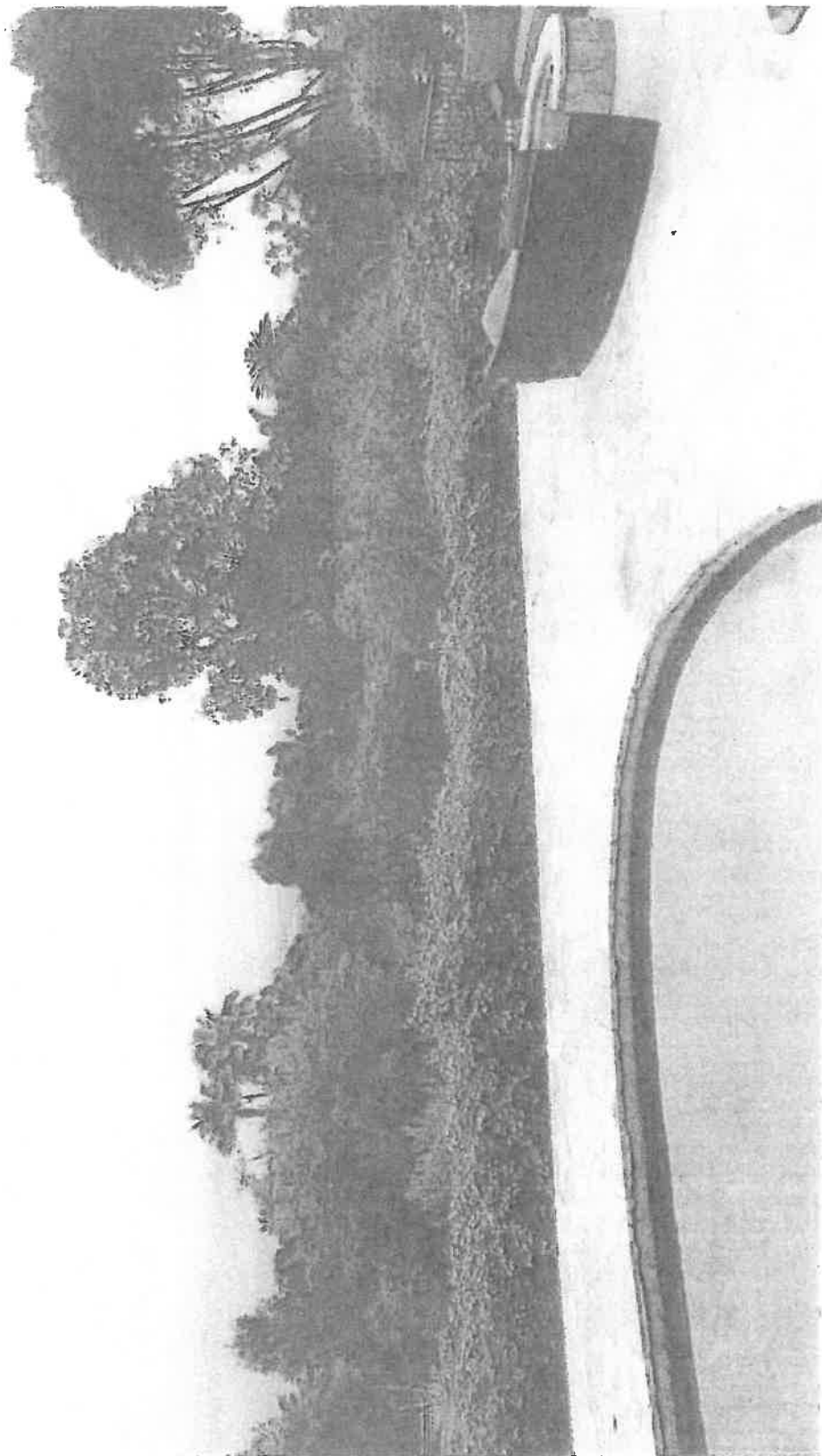


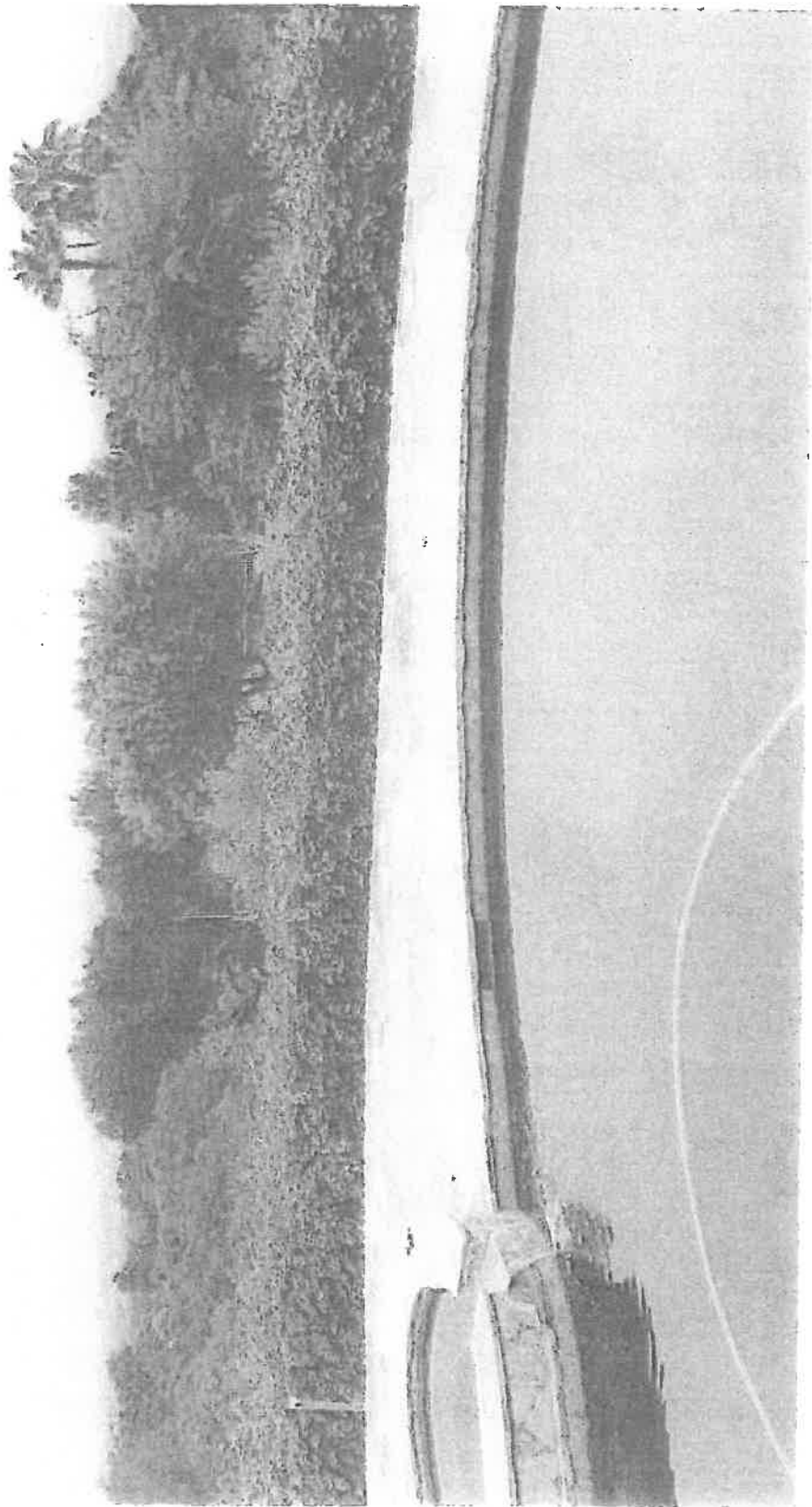


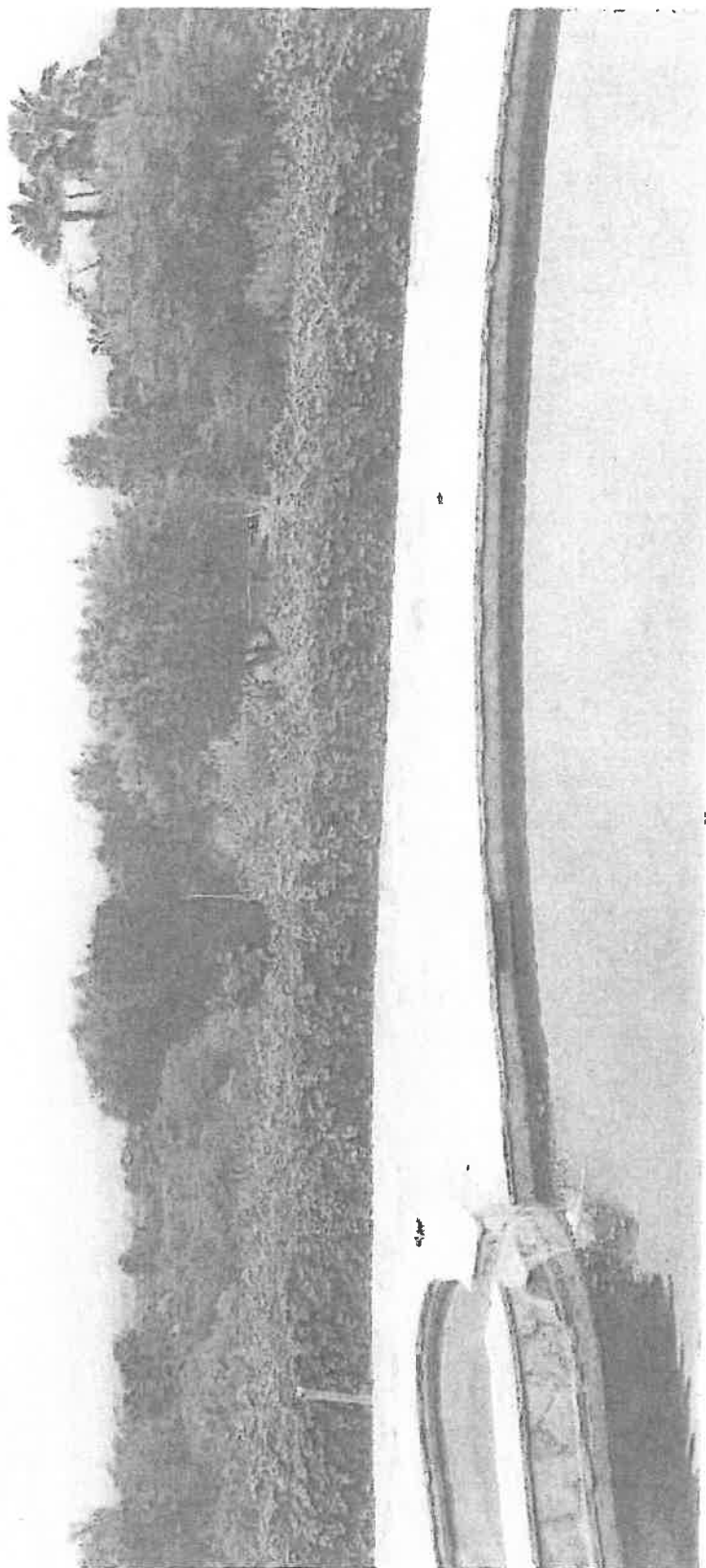


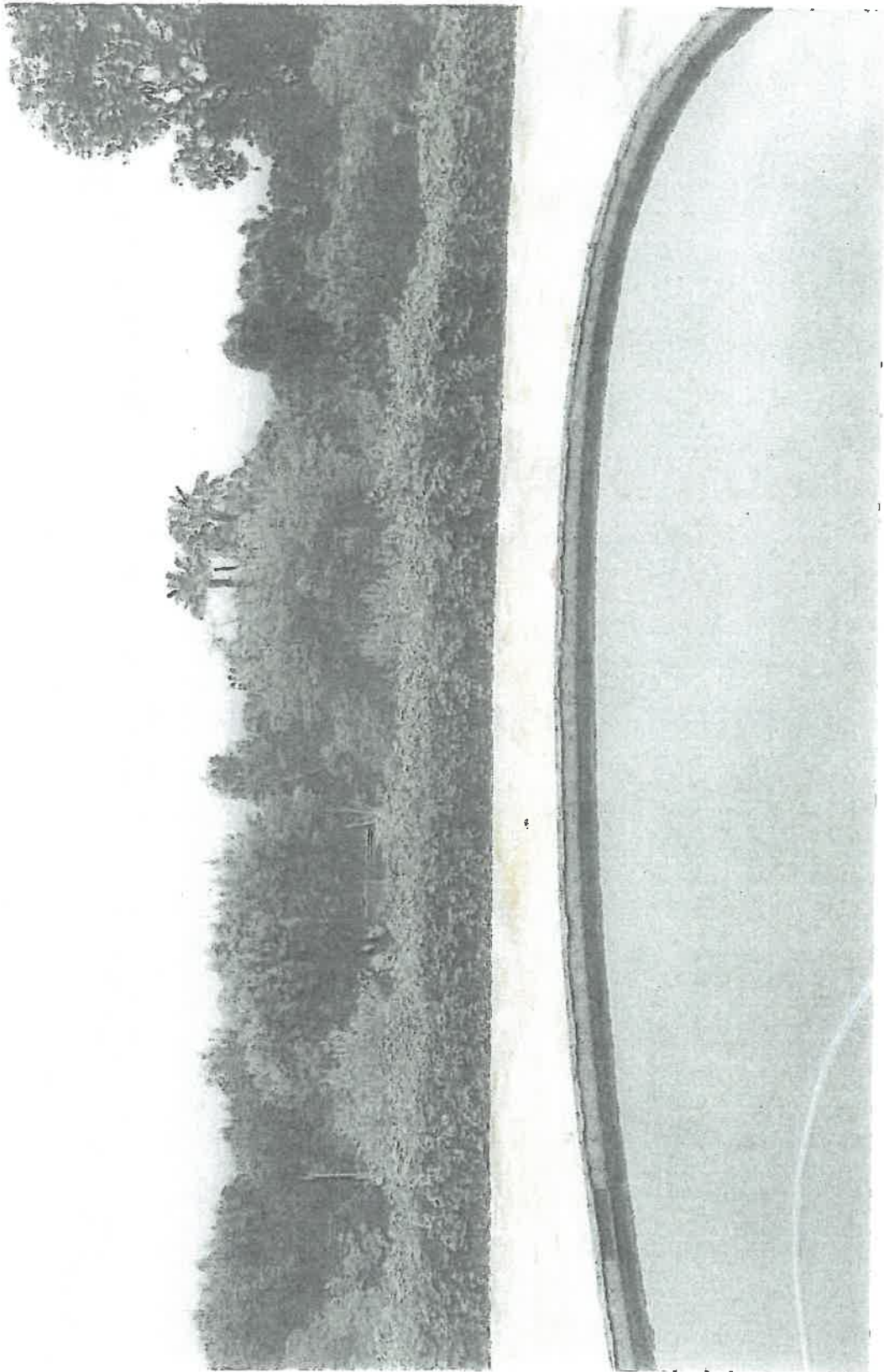


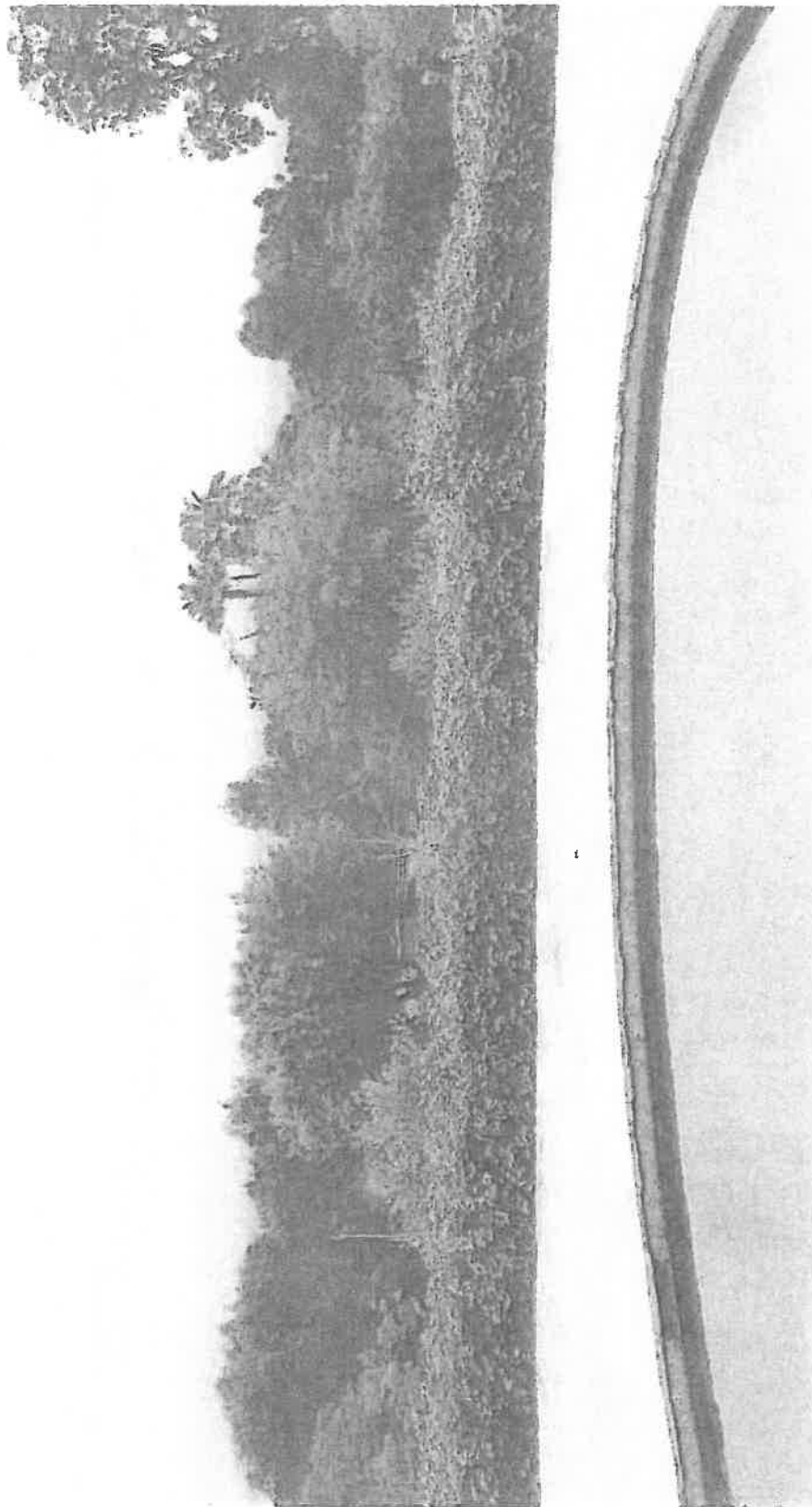














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City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

VIA CERTIFIED MAIL

March 29, 2019

Mr. and Mrs. William Hassoldt
10 Pine Tree Lane
Rolling Hills, California 90274

Subject: 15 Portuguese Bend Road - Non-compliance with Resolution No. 1196 and
Notice to Abate Nuisance

Dear Mr. and Mrs. Hassoldt:

I am writing to follow up on my March 13, 2019 letter regarding your non-compliance with Resolution No. 1196 and to provide you with notice to abate the nuisance on your property, located at 15 Portuguese Bend Road, Rolling Hills, California 90274, by April 15, 2019.

As previously advised in my March 13, 2019 letter, Resolution No. 1196 requires you to take certain maintenance actions on identified trees on your property every two years beginning in 2017 by March 1. (Enclosed with this letter is a copy of my March 13, 2019 letter.) On Tuesday, March 5, 2019, City staff visited your neighbor's property located at 18 Portuguese Bend Road and took photographs from the Designated Viewing Area as described in Section 4(C) of Resolution No. 1196. In comparing the photographs (May 10, 2017 against March 5, 2019), it was determined that the actions outlined in Resolution No. 1196 were not performed by March 1. In my March 13, 2019 letter, the City advised you of your noncompliance with Resolution No. 1196 and ordered specific maintenance actions by March 28, 2019.

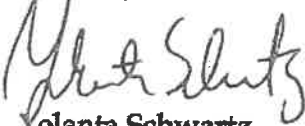
On March 29, 2019, City staff again visited 18 Portuguese Bend Road and took photographs from the Designated Viewing Area. (Enclosed with this letter are photographs from March 29, 2019.) City staff determined that the ordered maintenance actions were not performed. Pursuant to Rolling Hills Municipal Code Chapter 8.24, the City Manager has determined that your noncompliance with Resolution No. 1196, by your failure to take the ordered maintenance actions in the City's March 13, 2019 letter, has resulted in a nuisance on your property.

This letter serves to notify you of your responsibility to abate the nuisance within fifteen days from the date of this notice, or by April 15, 2019. If the nuisance is not abated or good-faith efforts towards abatement have not been made to the satisfaction of the City

Manager by April 15, 2019, a hearing will be held before the City Council to hear any protest by you or any other interested person. The hearing before the City Council to declare a nuisance and order abatement will be held on April 22, 2019 at 7:00 p.m. in City Council Chambers located at 2 Portuguese Bend Road, Rolling Hills, California 90274.

Please take the ordered maintenance actions in the City's March 13, 2019 letter by April 15, 2019. If you have any questions, please do not hesitate to call me at 310-377-1521.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Yolanta Schwartz', written over a light blue horizontal line.

Yolanta Schwartz
Planning Director

cc: Elaine Jeng P.E., City Manager

Attachments:

Letter dated March 13, 2019, with attachments

March 29, 2019 photographs from Designated Viewing Area



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

COPY

March 13, 2019

Mr. and Mrs. William Hassoldt
10 Pine Tree Lane
Rolling Hills, CA 90274

Subject: 15 Portuguese Bend Road, Rolling Hills, California 90274
Non-compliance with Resolution No. 1196

Dear Mr. and Mrs. Hassoldt:

On February 28, 2019, the City of Rolling Hills received a complaint from Dr. and Mrs. Nuccion (18 Portuguese Bend Road) alleging that you have not complied with the actions identified in Resolution No. 1196 pertaining to the trees on your property. (Enclosed with this letter is a copy of the covenant recorded against your property with Resolution No. 1196.) Resolution No. 1196 requires maintenance of all of the trees on your property, including those identified for Initial Restorative Action, every two years beginning in 2017 by March 1. (See Resolution No. 1196, Sections 7 and 5(C).) It also requires you to bear the cost of such maintenance. (See Resolution No. 1196, Section 5(C).)

On Tuesday, March 5, 2019, City staff visited Dr. and Mrs. Nuccion's property at 18 Portuguese Bend Road and took photographs from the Designated Viewing Areas as described in Section 4(C) of Resolution No. 1196. To the extent possible, the photographs were taken from angles mimicking the angles of the photographs included as a part of Resolution No. 1196, Exhibit B.


In comparing the photographs (May 10, 2017 against March 5, 2019), the following observations were made:

- Tree #2 (Eucalyptus-along Roadway easement-front): it does not appear to have been laced, shaped or its crown reduced to the height of the nearby palm trees as they existed in 2017 on your property.
- Tree #4 (Eucalyptus & various volunteers-S/W corner of lot) and Tree 4A (Olive & various volunteers-S/W corner of lot): it does not appear that the canopies were lowered or trimmed based on appearance of city view.
- Tree #5 (Eucalyptus- by garage): it appears that its crown has not been reduced to 46 feet above ground, which was the 2017 height as set forth in Resolution No. 1196.

- Tree #6 (California Pepper-along front), Tree 6A (California Pepper-along front), and Tree 7 (Olive Tree-along front; S/E corner): please provide recent evidence of a work order requesting that the trees be shaped and their canopy reduced to the old cuts for city view for purposes of compliance with the 2019 maintenance obligation.
- Tree #3 (Washington Fan Palm-along N/E side of property) and Tree 3-A (Washington Fan Palm-along N/E side of property): the trees appear not to have any dead fronds. Therefore, no further action is required.

At a minimum, the maintenance actions outlined in Resolution No. 1196 were not performed as it relates to Tree #2 (Eucalyptus-along Roadway easement-front), Tree #4 (Eucalyptus & various volunteers-S/W corner of lot), Tree 4A (Olive & various volunteers-S/W corner of lot), and Tree #5 (Eucalyptus- by garage). Please trim the abovementioned trees in accordance with Resolution No. 1196 by March 28, 2019.

Sincerely,


Yolanta Schwartz
Planning Director

cc: Elaine Jeng P.E., City Manager

Enclosures:

Covenant with Resolution No. 1196

Addendum to Covenant

Pictures taken on March 5, 2019

Pictures taken on May 10, 2017

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ROLLING HILLS
PLANNING DEPARTMENT
2 PORTUGUESE BEND RD.
ROLLING HILLS, CA 90274

(310) 377-1521
(310) 377-7285 FAX



THIS FORM MUST BE PROPERLY ACKNOWLEDGED BEFORE RECORDATION.

← RECORDER'S USE ONLY

**INFORMATIONAL COVENANT MEMORIALIZING ORDER OF THE CITY OF ROLLING HILLS
CREATING A VIEW MAINTENANCE**

This Informational Covenant shall provide notice of a final decision of the City of Rolling Hills pertaining to restoration and preservation of a view impaired by vegetation located at 16 Portuguese Bend Road, City of Rolling Hills, County of Los Angeles, CA 90274 (Lot 78-RH) ("Property"), set forth in Resolution No. 1196, adopted by the City Council on November 28, 2016.

Resolution No. 1196, attached as Exhibit 1 hereto, reflects a final decision of the City pursuant to Chapter 17.26 of the Rolling Hills Municipal Code. The obligations set forth therein, including maintenance of the view reflected in the photograph(s) attached as Exhibit(s) to Resolution No. 1196, shall run with the land and shall apply to and be binding upon the heirs, successors and assigns of the owner(s) of the Property and shall burden the Property for the benefit of the City, the public, and surrounding landowners. This covenant shall continue in effect unless released by the City Council of the City of Rolling Hills.

The owner(s) of the Property, WILLIAM AND JUDITH HASSOLDT shall expressly make the terms of Resolution No. 1196 a part of any deed or other instrument conveying any interest in the Property. Failure to comply with Resolution No. 1196 shall constitute a misdemeanor and a public nuisance, and may be subject to criminal or civil enforcement pursuant to Section 17.26.070 of the Rolling Hills Municipal Code. No consent, waiver, approval or authorization is required from any person or entity in connection with the execution and delivery of this covenant or the obligations set forth in Resolution No. 1196.

The City shall cause this covenant to be recorded against the title to the Property in the Official Records of the County of Los Angeles.

Attachments:

Exhibit 1 Resolution No. 1196

By: Raymond Cruz, City Manager

Home typed or printed

32/75

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 5/11/17 before me, ANTHONY DAY (name), a
Notary Public (or insert title of officer), personally appeared

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

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

WITNESS my hand and official seal.

Signature: [Signature]
Name of Notary or Officer: ANTHONY DAY
Date Commission Expires (if applicable): APR. 24, 2021
Commission No. (if applicable): 62177347



A RESOLUTION OF THE ROLLING HILLS CITY COUNCIL DENYING THE APPEALS OF DR. AND MRS. STEPHEN NUCCION AND MR. AND MRS. WILLIAM HASSOLDT AND UPHOLDING THE DECISION OF THE COMMITTEE ON TREES AND VIEWS BY DECLARING THAT SPECIFIC TREES LOCATED ON THE PROPERTY AT 15 PORTUGUESE BEND ROAD HAVE CAUSED SIGNIFICANT IMPAIRMENT TO THE VIEW FROM THE PROPERTY LOCATED AT 18 PORTUGUESE BEND ROAD AND SETTING FORTH RESTORATIVE ACTION TO ABATE THE IMPAIRMENT.

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The City's View Preservation Ordinance was enacted in June 1988. The ordinance established preservation of views as to of primary value to the community and created a process by which a property owner could seek to ensure a view obstructed by landscaping.

In March 2018, the Rolling Hills City Council passed an initiative entitled Measure B amending the 1988 View Preservation Ordinance. The principal effect of Measure B was to shift the application of the Ordinance from protecting views that are capable of being enjoyed from a property to views that were actually enjoyed from a property when the property owner first acquired the property. In particular, the initiative amended the View Preservation Ordinance as follows:

- 1. Protecting only those views which existed when the current property owner acquired ownership of the property;
- 2. Limiting the protection of the ordinance to views obstructed by "maturing" vegetation (hereby excluding views obstructed by trees that were "mature" at the time of the property acquisition); and
- 3. Restoring views from "view corridors," and "view through trees."

Section 2. On April 24, 2014, Dr. and Mrs. Stephen Nuccion, the owners of the property located at 18 Portuguese Bend Road ("Nuccions"), filed a View Department Complaint ("Complaint") regarding the trees located at 15 Portuguese Bend Road, a property owned by Mr. and Mrs. William Hassoldt ("Hassoldts"). The Complaint alleged that at the time the Nuccions purchased their property in April of 2009 they enjoyed a panoramic view of the Santa Monica Mountains, Mount Baldy and the City lights to the north of Rolling Hills, and that since 2012 the Hassoldts had failed to maintain the trees located upon their property such that the view from 18 Portuguese Bend Road was significantly impaired. Pursuant to the Complaint, the Nuccions requested that their view be restored to the condition that it was in during April of 2009.

Pursuant to Rolling Hills Municipal Code 17.26.040(B), the Complaint was referred to a mediator and both parties engaged in mediation; the mediation was unsuccessful. The Nuccions thereafter applied to the City's Committee on Trees and Views ("CTV") in order to resolve the Complaint. By the end of December 2014, City staff had informed the Nuccions that their application was incomplete and requested additional information; this information was not provided to the City until February 4, 2015.

After several phone calls, duly noticed public hearings (per Rolling Hills Municipal Code Sections 17.26.040(C) and 17.26.050(A)-(B)) were conducted before the CTV on March 17, 2015, April 21, 2015, May 14, 2015, July 7, 2015, July 21, 2015 and September 22, 2015. Additionally, the CTV attended a duly noticed field trip to both the 15 and 18 Portuguese Bend Road properties on April 21, 2015. At each of the aforementioned meetings, evidence was received from all parties interested in the matter and from members of City staff. The CTV reviewed, analyzed and studied the evidence submitted.

At its July 7, 2015 meeting, the CTV determined that it did not have sufficient evidence to determine whether the trees located at 15 Portuguese Bend Road that are the subject of this Complaint ("Obstructing Trees") were mature in April of 2009 and directed the City to retain a certified arborist to provide an opinion as to the maturity of the Obstructing Trees. The City conducted a request for proposals and selected David de la Torre as the independent arborist. Mr. De La Torre concluded that of the 11 trees at issue, only two (trees #4A and #7) were not mature in 2009 and would therefore be eligible for restoration under Measure B. Notwithstanding the report of Mr. De La Torre, the historical photographs in ROLLING HILLS The Early Years, by A.E. Hanson (1978), in addition to other

substantial evidence in the record, indicated that of the 11 Obstructing Trees, only trees #9 and #9A were mature when the Nuclions acquired their property in 2009, thereby rendering the remaining nine (9) Obstructing Trees eligible for remediation under Measure B. Ultimately, the CTV found that: (1) a view (as defined in the Municipal Code) existed from 18 Portuguese Bend Road when the Nuclions acquired the property in 2009; (2) the view from the Nuclions' property is significantly impaired because 11 trees located at 15 Portuguese Bend Road impair the view of the City lights from the Designated Viewing Areas; and (3) restorative action on the nine (9) Obstructing Trees is necessary to abate the view impairment by creating view corridors and views through the trees. To this effect, the CTV adopted Resolution No. 2015-09-CTV on October 7, 2015.

On October 27, 2015, the Haseolids filed an appeal of the CTV's decision to the City Council contending the CTV's determination that the nine (9) Obstructing Trees were not mature in 2009. Specifically, in their appeal the Haseolids asserted that: (1) the Nuclions have not established by clear and convincing evidence, or at all, the existence of a protected view over 15 Portuguese Bend Road; (2) there was no view from 18 Portuguese Bend Road prior to April 2009; and (3) each of the trees subject to the Nuclions' complaint are "tall" because they were mature on April 22, 2009. Also on October 27, 2015, the Nuclions filed an appeal of the CTV's decision to the City Council contending the CTV's determination that trees #9 and #9A were mature in 2009 and ineligible for remediation under Measure B; a determination that the Nuclions claim arose out of the CTV's unsupported and unsubstantiated decision to reject one expert's report over another. Both appeals were timely filed pursuant to Rolling Hills Municipal Code section 17.26.050(3) and the provisions of Chapter 17.24.

At the November 23, 2015 City Council meeting, City staff provided an overview of the case and the evidence for the Council's consideration. Thereafter, the Council heard public testimony and concluded the meeting by scheduling a field trip to both properties which, after several postponements, was held on March 21, 2016. At the field trip, the City Council determined that the Nuclions had a view (as defined by Rolling Hills Municipal Code section 17.12.220), which could be observed from the living room in the north side of the residence and a rooftop deck area immediately adjacent thereto along the northern side of the residence.

At the April 23, 2016 City Council meeting, the Council was provided with aerial photographs of both properties, a list of the Obstructing Trees, tree measurements and calculations indicating the age of the Obstructing Trees and their height in 2010 (provided by Mr. Howard Weinberg, attorney for the Nuclions), a photometric analysis to determine the height of the trees in 2010 (prepared by Ms. Anastasia Kostink, a 3D Engineer, on behalf of the Nuclions), and a declaration provided by Mr. Brandon Gill (an arborist hired on behalf of the Nuclions). The Council also heard testimony from Mr. Ryan Green, a Registered Consulting Arborist (hired by the Haseolids); Mrs. Diana Nuclion; Mr. Howard Weinberg; and Mr. Hal Light with regard to the maturity of the Obstructing Trees. At the conclusion of the public hearing, and after considerable deliberation, the City Council concluded on the basis of the evidence that the Nuclions had a view which they acquired their property; that only two of the Obstructing Trees were mature in 2009. The City Council then directed staff to return with a resolution declaring that the view from 18 Portuguese Bend Road is significantly impaired by the nine identified immature trees located on 15 Portuguese Bend Road, and setting forth restorative action to abate the impairment.

In the course of implementing that direction, the City Attorney and staff determined that it would be beneficial to introduce an intermediate step in the process in order to assure that the findings placed into the resolution were consistent with the Council's direction and with the requirements of the applicable provisions of the Municipal Code. Consequently, in anticipation of the June 13, 2016 City Council meeting, staff prepared a report outlining all of the evidence presented to date relating to the extent of the view which existed from the Nuclions' property in April of 2009 and presenting three options for the City Council to consider: (1) review the evidence supporting the existence of a view in 2009 and reaffirm its direction from April 23, 2016 and direct staff to return with a resolution upholding the CTV's October 7, 2015 decision; (2) re-open the public hearing after public notice and schedule another hearing; or (3) provide alternative direction to staff. During the course of the June 13, 2016 meeting, the Nuclions produced additional evidence which had not been submitted during the hearing. This supplementary eleven-hour evidence demonstrated to the Council that additional evidence existed which the parties had not previously presented to the Council for its consideration; therefore, in an effort to assure that the entire universe of evidence was properly being considered, the Council moved to reopen the public hearing for the limited purpose of considering the issue of whether a view existed at the time the Nuclions acquired their property. The Council further instructed the Nuclions to submit digital copies (including the metadata) of all photographs that had been submitted in support of the view impairment complaint, and instructed both parties to submit any and all additional evidence for the Council's consideration.

Section 3. On October 24, 2016, the City Council held a duly noticed public hearing (Rolling Hills Municipal Code Sections 17.26.040(C) and 17.26.050(A)-(B)) to conclusively determine the extent of the Nuccios' view as it existed in April of 2009. Evidence was presented by all interested persons, including the Hasseldts; the October 15, 2015 declaration of Mr. Martin Janssen; email exchanges between the Hasseldts and the Nuccios; the photographs received by the City on April 25, 2016; the expert reports of Mr. Dunc Shute, Mr. William McKinley, and Mr. David De la Torre; the photographic analysis prepared by Mr. Anastasia Kostuk; the metadata of the photos submitted along with a summary of said photos, provided by Mr. Weidberg; correspondence submitted by Mr. Weidberg including the declarations of Stephen Nuccio, Diana Nuccio, Margareta Schmitt, Suzanne Jamison, Keith Kelley, Marina Santana, Yasmine Ryan, Sean Cardenas, James C. Roberts III, and Liana Kostiric; and correspondence submitted by Mr. Light, including the declaration of Mr. Robert M. Green. The Council also heard testimony from Mr. Green, Mrs. Hasseldt, Mrs. Nuccio, Mr. Light, Mr. Weidberg and Dr. Nuccio. This evidence was fully considered by the City Council, whose findings are expressed in further detail below.

Section 4. The City Council finds as follows:

A. Pursuant to Rolling Hills Municipal Code section 17.26.090(B) the burden of proof to show that any view is impacted shall be upon the party claiming such impairment, and the standard shall be by "clear and convincing evidence." Evidence shall be weighted in the following order of priority: (1) photographs; (2) expert testimony; and lastly (3) other evidence, which may include testimony outside and any documentation (other than photographs).

B. Pursuant to Rolling Hills Municipal Code Section 17.26.050 D(3), a view as defined in Section 17.12.220 of the Municipal Code existed from 18 Portuguese Bend Road while the Nuccios occupied the property in 2009. The Council finds, pursuant to the March 21, 2016 finding, that the property located at 18 Portuguese Bend Road, that the viewing area from the Nuccios' property includes a living room at the north side of the residence and a patio/pool deck area immediately adjacent thereto along the northern side of the residence, from the standing perspective of an average height person ("Designated Viewing Area").

C. The Nuccios provided numerous photographs of their view from the Designated Viewing Area; four photographs bore handwritten dates claiming that the photographs were taken in either 2010 or 2011. The Council notes that the photographic evidence in this case is further complicated by the fact that the Nuccios had the opportunity to, and in fact did, arrange for the trimming of the trees on 15 Portuguese Bend Road prior to the date that the Hasseldts purchased their property in 2012. Pursuant to a recent request for the production of materials, the earliest photograph submitted for the Council's consideration was taken during dusk on July 14, 2010; this image is dark and does not adequately/clearly depict the Offending Trees. For these reasons, none of the photographs submitted, including the July 14, 2010 photograph, conclusively establish the view as it existed in from the Nuccios' property in 2009.

D. In the absence of clear and convincing testimony evidence provided by the experts and conclusive photographic evidence, the Council relied heavily upon the declarations of the parties and their witnesses to establish the scope of the view from 18 Portuguese Bend Road. The Council commented on the integrity of the statements provided by the Nuccios, and found their declarations persuasive. Specifically, the Council found the declaration of Mr. Roberts (whose father sold 15 Portuguese Bend Road to the Hasseldts, and who was personally involved with the care of 15 Portuguese Bend Road from 2005-2011) to be particularly persuasive. Additionally, the Council concluded that the MLS listing from February 2008 established clear and convincing evidence that a view existed from 18 Portuguese Bend Road at or about the time the Nuccios purchased their property. The listing included a description of the view as follows: "Panoramic City Lights and partial ocean views... Pool and spa overlooking views." The Council finds persuasive the testimony provided that the Nuccios relied upon this statement in viewing the home and would not have purchased the home if it did not in fact have the views described in the 2008 MLS listing.

E. The only evidence presented by the Hasseldts to rebut the evidence provided by the Nuccios is a report by arborist Robert Green, who concludes on the basis of historic aerial photographs of some of the Offending Trees dated 2008 that a view could not have existed from the Nuccios' property in 2009. However, while the aerial photographs show the height and spread of the trees from above, they do not show how the trees affected the view from the Designated Viewing Area on the Nuccio property. Mr. Green argues from the aerial photographs that the Nuccios "could not" have had a view; however, the Council finds this testimony to be speculative because the photographs do not take into account the height differential and viewing angle from the Nuccio residence. Furthermore,

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the Hasegolds did not provide any contrary designations. The Council finds that the overwhelming testimony evidence of persons who visited the property in 2009 outweighs the speculative conclusions derived from aerial photographs.

F. Pursuant to Rolling Hills Municipal Code Section 17.12.220 "View Impairment," Section 17.26.050(D)(3) and Section 17.26.050 (3), the Council finds that the Naccione have shown by clear and convincing evidence that the view from the Naccione's property is significantly impaired because 11 trees located at 15 Portuguese Bend Road significantly impair the view of the Santa Monica Mountains, Mount Baldy and the City lights from the Designated Viewing Area. The Naccione provided an aerial photograph of the Obstructing Trees located at 15 Portuguese Bend Road. The Obstructing Trees have been identified as Tree Number One through Tree Number 9A, looking in a westerly direction from the perspective of 18 Portuguese Bend Road. The aforementioned photograph is attached as Exhibit A to this Resolution.

G. Further, the Council finds that, while the photographic evidence submitted by the parties was not persuasive with regard to the maturity of the trees, the testimony evidence provided, coupled with the time and diligence devoted to this issue by the CTV indicates that only two of the Obstructing Trees (#9 and #9A) were mature when the Naccione acquired their property in 2009 and are therefore ineligible for removal under Measure B. Therefore, because the remaining nine trees were not mature when the Naccione acquired their property, the Council hereby orders restrictive action set forth below.

H. Lastly, the Council determined that nine (9) of the Obstructing Trees were not mature and therefore subject to removal under sections 17.26.010 and 17.26.050(2) of the Rolling Hills Municipal Code. On the issue of maturity, the Council considered the following evidence:

(1) The June 16, 2015 Certified Arborist Report prepared by Mr. Bruce Shott (retained by the Hasegolds). Mr. Shott observed the Obstructing Trees from the Hasegolds' property; he determined that any conclusions drawn from the height of the trees could be inaccurate because the trees have been pruned/manipulated. Mr. Shott provided a list of 20 trees located on the Hasegolds property that he determined were mature; no explanation was provided for this determination. Lastly, Mr. Shott's report contained a statement that "[a] lot of the trees that are mature were planted in 1937." It is unclear from Mr. Shott's report to whom this unqualified statement is attributed. The CTV determined that the conclusions reached by Mr. Shott were inaccurate because there were virtually no trees in the City of Rolling Hills in 1937. The balancing of this evidence, and the determinations made by the CTV with regard to it, are confirmed by the City Council.

(2) The June 17, 2015 Certified Arborist Report prepared by Mr. William McKinley (retained by the Naccione). Mr. McKinley concluded that all eleven of the Obstructing Trees were "actively growing" and therefore could not have been mature in 2009. Mr. McKinley based his conclusions on visual observations made of the Obstructing Trees from the Naccione's pool deck area, and what he determined to be "out flow" and evidence of timbering/growth. Based on historical photographic evidence (which depicted virtually no trees planted in the City in 1937 - other than a few olive trees), the CTV agreed with Mr. McKinley that nine of the Obstructing Trees could not have been mature; however, the CTV disagreed with Mr. McKinley's conclusion that the two olive trees planted on the Hasegolds property were maturing (as they had arguably been planted in the City around 1937). The balancing of this evidence, and the determinations made by the CTV with regard to it, are confirmed by the City Council.

(3) The September 2, 2015 Certified Arborist Report prepared by Mr. David De La Torre (retained by the City). Mr. De La Torre observed the Obstructing Trees from the Hasegolds property. Using a mathematical equation to determine the age of the trees, Mr. De La Torre explained how he determined their maturity. Mr. De La Torre determined that the average age of the Obstructing Trees was 42 years old (the oldest tree was 141, while the youngest was 15). Based upon this information, Mr. De La Torre concluded that of the eleven Obstructing Trees, nine (9) were mature and only two (2) were maturing. Based on historical photographic evidence, the CTV disagreed with Mr. De La Torre that nine (9) of the Obstructing Trees were mature; virtually no trees had been planted in the City in 1937 (other than a few olive trees), therefore the nine (9) trees indicated by Mr. De La Torre could not have been mature in 2009. The CTV concluded that except for the two olive trees located on the Hasegolds property, the remaining nine trees were maturing and therefore subject to removal. The balancing of this evidence, and the determinations made by the CTV with regard to it, are confirmed by the City Council.

(4) The August 28, 2015 Certified Arborist Report prepared by Mr. Kevin Rebert (retained by the Naccione). Mr. Rebert concluded that all eleven of the Obstructing Trees were maturing; his conclusions were derived from the "2010/2011" photographs that had been submitted by the Naccione and a "video stream" of the view from the Naccione's pool deck area. Based on historical photographic evidence (which depicted virtually no trees planted in the City in 1937 - other than a few olive trees), the CTV agreed with Mr. Rebert that nine of the Obstructing Trees could not have been mature; however, the CTV disagreed with Mr. Rebert's conclusion that the two olive trees planted on the

Maple property were mature (so they had roughly been planted in the City around 1937). Furthermore, the Council had subsequently learned from the materials presented as evidence in October, that the photographs relied upon by Mr. Robert had actually been taken between 2011-2012; therefore, the Council confirmed that the accuracy of the conclusions reached by Mr. Robert were questionable.

(5) The April 16, 2016 and May 12, 2016 reports prepared by Mr. Alexander Kostuk (JD Registrar meeting by the Nucleus). Mr. Kostuk was asked to review photographs provided to him by the Nucleus, which she was told were taken in 2010; as well as aerial photographs of the Maple property taken between 2008-2012. Mr. Kostuk took these photographs and created 3D renderings of them. From these renderings she mathematically determined the height of each tree based on the length of the shadows they cast. The Council determined that the evidence provided by Mr. Kostuk was inconclusive as it was later revealed that the dates of the photographs provided by the Nucleus were not taken in 2010, but rather in 2011-2012. Furthermore, the data provided by Mr. Kostuk revealed conflicting and conflicting evidence related to the height of the trees over time.

(6) The February 2, 2016 and October 13, 2016 declarations of Mr. Robert Green (certified arborist retained by the Nucleus). Mr. Green conducted a site inspection at the Maple property to determine whether that was being conducted. Mr. Green does not consider Mr. Kostuk's report to be a reliable way to determine the maturity of the trees. Mr. Green provided his own aerial photographs from 2008 and 2011 to call into question the accuracy of the data Mr. Kostuk relied upon; specifically, Mr. Green calls attention to the varying heights of the utility poles and the evidence of topping in Mr. Kostuk's photographs. However, the Council determined that in either declaration Mr. Green does not provide an opinion as to whether or not the trees were mature. Ultimately, the Council finds that the weight of the evidence suggests a finding that the (7) of the Obstructing Trees were not mature in 2009 and that corrective action on the area (9) Obstructing Trees is necessary to clear the view impairment by creating view corridors and views through the trees.

3. **Findings to Rolling Hills Municipal Code Section 17.26.050(B).** The Council finds the corrective action set forth below in this Resolution is necessary to clear the view impairment by creating view corridors and views through trees, that the corrective action will not adversely affect the environment, and that the action will not unreasonably detract from the enjoyment or privacy of the property at 15 Portuguese Bend Road. While the record indicates that the Nucleus informed unspecified trees in January or February of 2016, the Council nonetheless finds that the corrective action set forth in Section 5 of this Resolution remains appropriate.

1. The City reviewed the proposed corrective action's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., "CEQA") and the regulations promulgated thereunder (14 California Code of Regulations §§ 15000, et seq., the "CEQA Guidelines") and determined the proposed project to be exempt from environmental review pursuant to Section 15304(b)(1) (Minor Alterations of Land) and Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines. The project is exempt because no trees will be removed. Instead, the Obstructing Trees will be cleared out, topped and trimmed and a substantial amount of the foliage will remain. No evidence was introduced to suggest that the corrective action will cause an adverse environmental impact. Thus, it can be said with certainty that there will be no environmental impact from the proposed action.

Section 5. The Council orders the following corrective action pursuant to Rolling Hills Municipal Code Section 17.26.050(B):

A. Pursuant to Rolling Hills Municipal Code Section 17.26.050(A), within thirty (30) calendar days of adoption of this Resolution, the Nucleus is hereby requested to obtain and present to the Owners of 15 Portuguese Bend Road, a minimum of three (3) bids from licensed qualified contractors for the performance of the Initial Corrective Action set forth in this Resolution as well as a cash deposit in the amount of the lowest bid. The contractors must provide insurance which protects and indemnifies the City and the Nucleus from damages attributable to negligence or wrongful performance of the work. Any such insurance shall be subject to the approval of the City.

B. Pursuant to Section 17.26.050(B), the Owners of 15 Portuguese Bend Road may select any licensed and qualified contractor to perform the Initial Corrective Action (defined below) (as long as the insurance requirement of the above paragraph is satisfied), but shall pay for any cost above the amount of the cash deposit. The work for the Initial Corrective Action shall be completed no later than February 14, 2017 or pursuant to an alternative schedule (but no later than March 1, 2017) if the selected contractor determines that the health of the trees would be compromised if the work is performed by February 14, 2017.

C. Subsequent maintenance of the subject vegetation shall be performed at the cost and expense of the owners of 15 Portuguese Bend Road. All vegetation subject to the corrective action described in this Resolution and any future planting, including replacement trees, shall be maintained as

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that the view shown in the photograph to be taken by City staff or designee following the Initial Restorative Action, as detailed below, is preserved. The trees shall be maintained so as to not allow for future view impediments from the Designated Viewing Areas of 18 Portuguese Bend Road. Tree maintenance shall be done in the winter months (December - March) and shall be completed by March 1 of each year in which the work is to be done, as specified in paragraph F of this section of this Resolution.

D. An informational covenant shall be recorded against the title of 15 Portuguese Bend Road and shall run with the land, thereby giving notice of this Resolution to all future owners.

E. Initial Restorative Action shall be limited to the 9 Obstructing Trees as identified in the table below.

F. The Initial Restorative Action shall consist of the following:

TYPE OF TREE AND TREE #	LOCATION	ACTION	MAINTENANCE
1	Eucalyptus	NO ACTION	NO ACTION
2	Eucalyptus - along driveway easement - front	Trim, shape & offset canopy to no higher than the current height of Palm Trees	Every two years
3	Washington Fan Palm - along N/E side of property	Remove the dead fronds	Every two years
3-A	Washington Fan Palm - along N/E side of property	Remove the dead fronds	Every two years
4	Eucalyptus & various volunteers - S/W corner of lot	Lower the canopy and trim to old cuts for city view	Every two years
4-A	Olive & various volunteers - S/W corner of lot	Lower the canopy and trim to old cuts for city view	Every two years
5	Eucalyptus - by garage	Reduce crown to a height of 46 feet above ground	Every two years
6	California Pepper - along front	Shape & reduce canopy to old cuts	Every two years
6-A	California Pepper - along front	Shape & reduce canopy to old cuts	Every two years
7	Olive Tree - along front S/E corner	Shape, reduce crown and trim to old cuts for city view	Every two years
8	Acacia	NO ACTION	NO ACTION
9	Olive Tree - lawn area	NO ACTION	NO ACTION
9-A	Olive Tree - lawn area	NO ACTION	NO ACTION
TOTAL 9 Trees Subject to Initial Restorative Action			

The locations of the above listed trees are shown on the aerial photograph attached hereto as Exhibit A.

G. The actions described above shall be accomplished per ISA industry standards and best arborist practices, and the following definitions shall apply:

Crown Reduction: Height reduction to specified height by removing selective branches, deadwood, stems and foliage to reduce the height and spread of a tree.

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Item 1196: Take out thick areas of the canopy to expose the structure of dominant branches, clean out the crown, shaping and balancing the tree.

Section 6: Upon completion of the Initial Restorative Action, the Nicolson shall contact the City and the Highlands to schedule a site visit to 18 Portuguese Bend Road, during which City staff shall take photograph(s) from the Designated Viewing Areas to be attached as Exhibit B to this Resolution for the purpose of establishing the level of restorative action for future maintenance. The Highlands may attend this site visit as observers only.

Section 7: There shall be no restorative action required for the remainder of the trees on the property at 18 Portuguese Bend Road not listed in the Initial Restorative Action in this Resolution. However, trees on the property not included in this Resolution shall be maintained at current configuration and any new growth that extends into the view established by this Resolution shall be removed at the same time as the maintenance is conducted for the Obstructing Trees, at the sole expense of the Owners of 18 Portuguese Bend Road.


Section 8: The parties by mutual agreement, if they so desire, may modify the implementation action in this Resolution, as set forth in Rolling Hills Municipal Code Section 17.25.060(D). Any such mutual agreement shall be recorded.

Section 9: In the event that any party requests inspection of implementation of Resolution 1196 and provides that the restorative action or maintenance is not compliant with this Resolution, the City may be required to incur substantial costs in investigating the complaint. Therefore, the City shall be entitled to recover its costs from a non-compliant party, for activities including, but not limited to, hiring independent consultants.

PASSED, APPROVED AND ADOPTED by Members of the City Council this 28th day of November 2016.


Bob Dieringer
Mayor

ATTEST:


Heidi Duce
City Clerk

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

The foregoing City Council Resolution No. 1196 entitled:

A RESOLUTION OF THE ROLLING HILLS CITY COUNCIL DENYING THE APPEALS OF DEL. AND MRS. STEPHEN NUGGION AND MR. AND MRS. WILLIAM HASSOLDT, AND UPHOLDING THE DECISION OF THE COMMITTEE ON TREES AND VIEWS BY DECLARING THAT SPECIFIC TREES LOCATED ON THE PROPERTY AT 15 PORTUGUESE BEND ROAD HAVE CAUSED SIGNIFICANT VIEW IMPAIRMENT TO THE VIEW FROM THE PROPERTY LOCATED AT 18 PORTUGUESE BEND ROAD AND SETTING FORTH RESTORATIVE ACTION TO ABATE THE IMPAIRMENT.

was approved and adopted at a meeting of the City Council on November 22, 2016 by the following roll call vote:

AYES: Councilmembers Black, Mirach, Finger and Wilson.

NOES: Mayor Dieringer.

ABSENT: None.

ABSTAIN: None.


Heidi Lee
City Clerk

This decision is final and conclusive. Any action challenging this administrative order must be filed with a court of law within the time limits set forth in section 1094.6 of the California Code of Civil Procedure.



EXHIBIT A

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Photo taken on May 10, 2017

EXHIBIT B



Resolution No. 1196

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Photo taken on May 10, 2017

EXHIBIT B



Resolution No. 1196

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Photo taken on May 10, 2017

EXHIBIT B

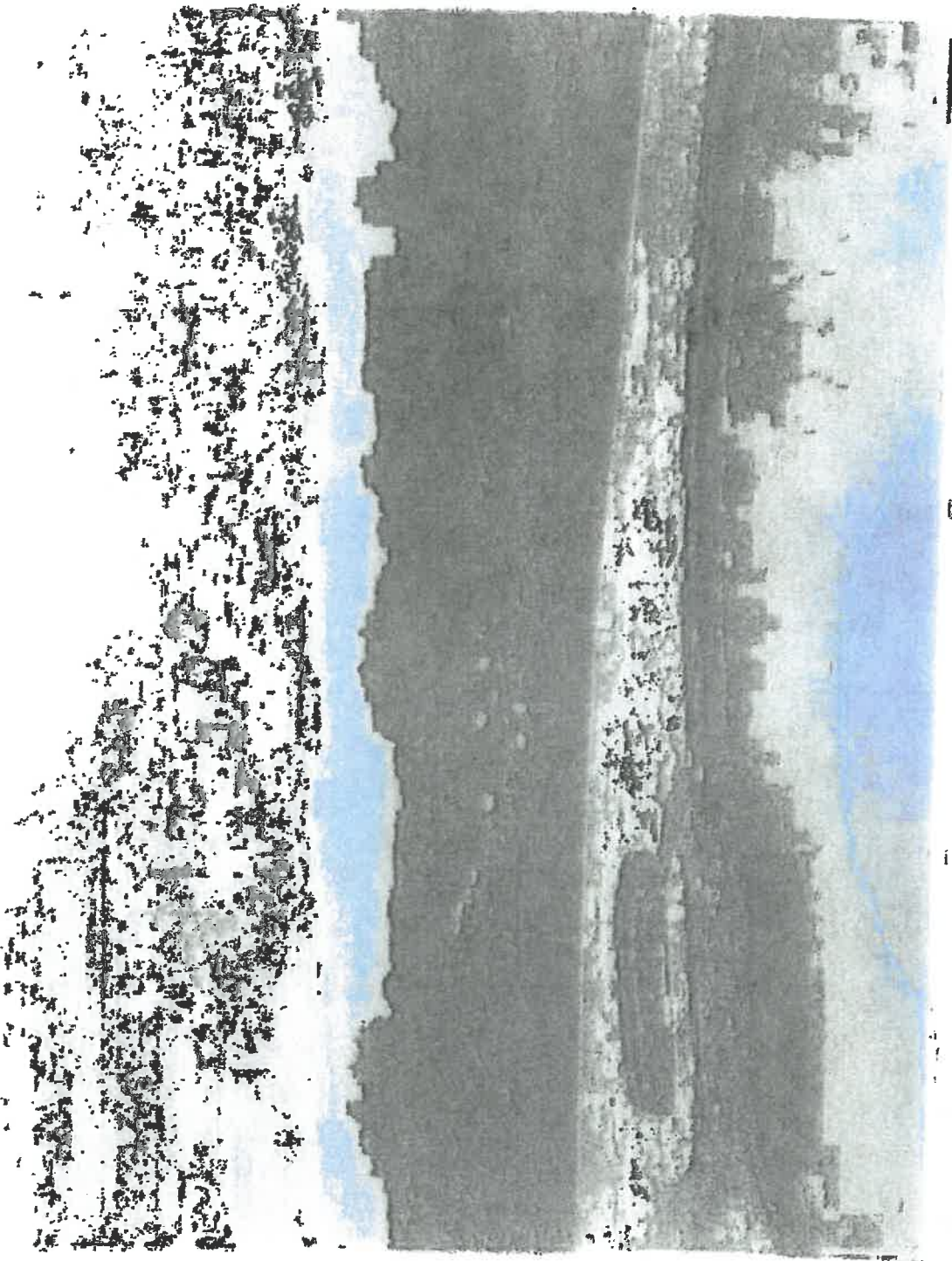


Resolution No. 1196

-12-

Photo taken on May 10, 2017

EXHIBIT B

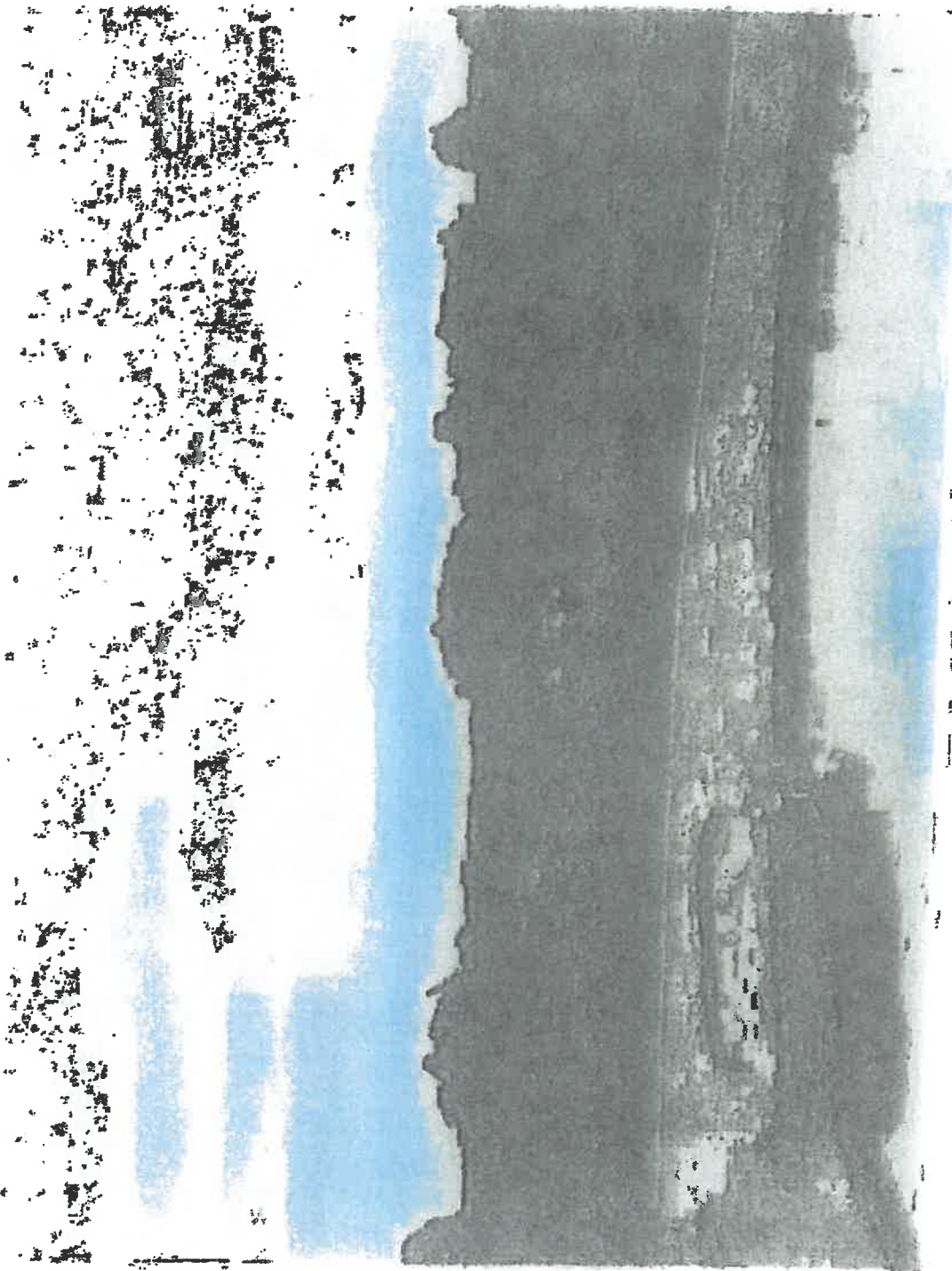


Resolution No. 1196

-13-

Photo taken on May 10, 2017

EXHIBIT B

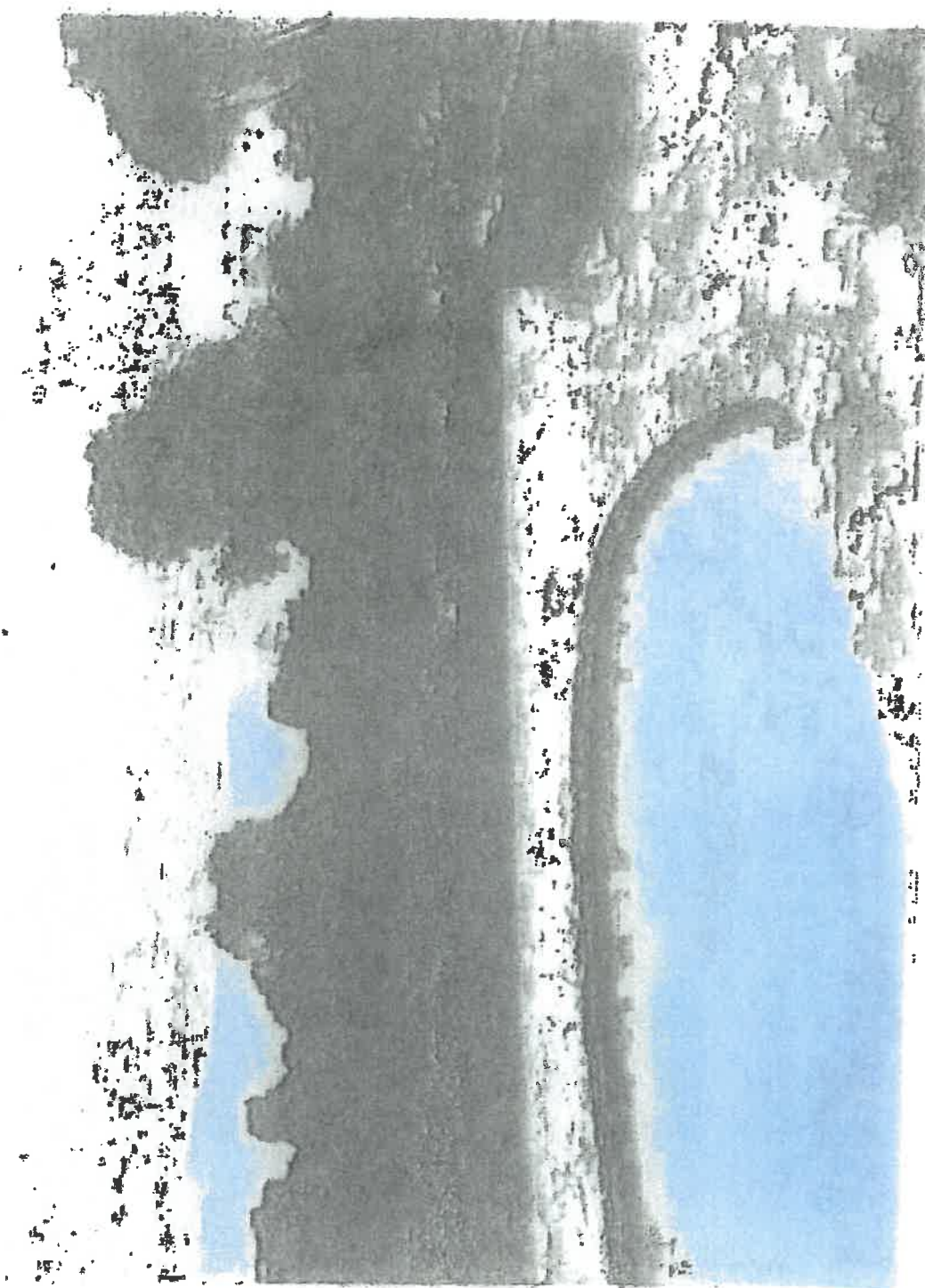


Resolution No. 1195

-14-

Photo taken on May 10, 2017

EXHIBIT B

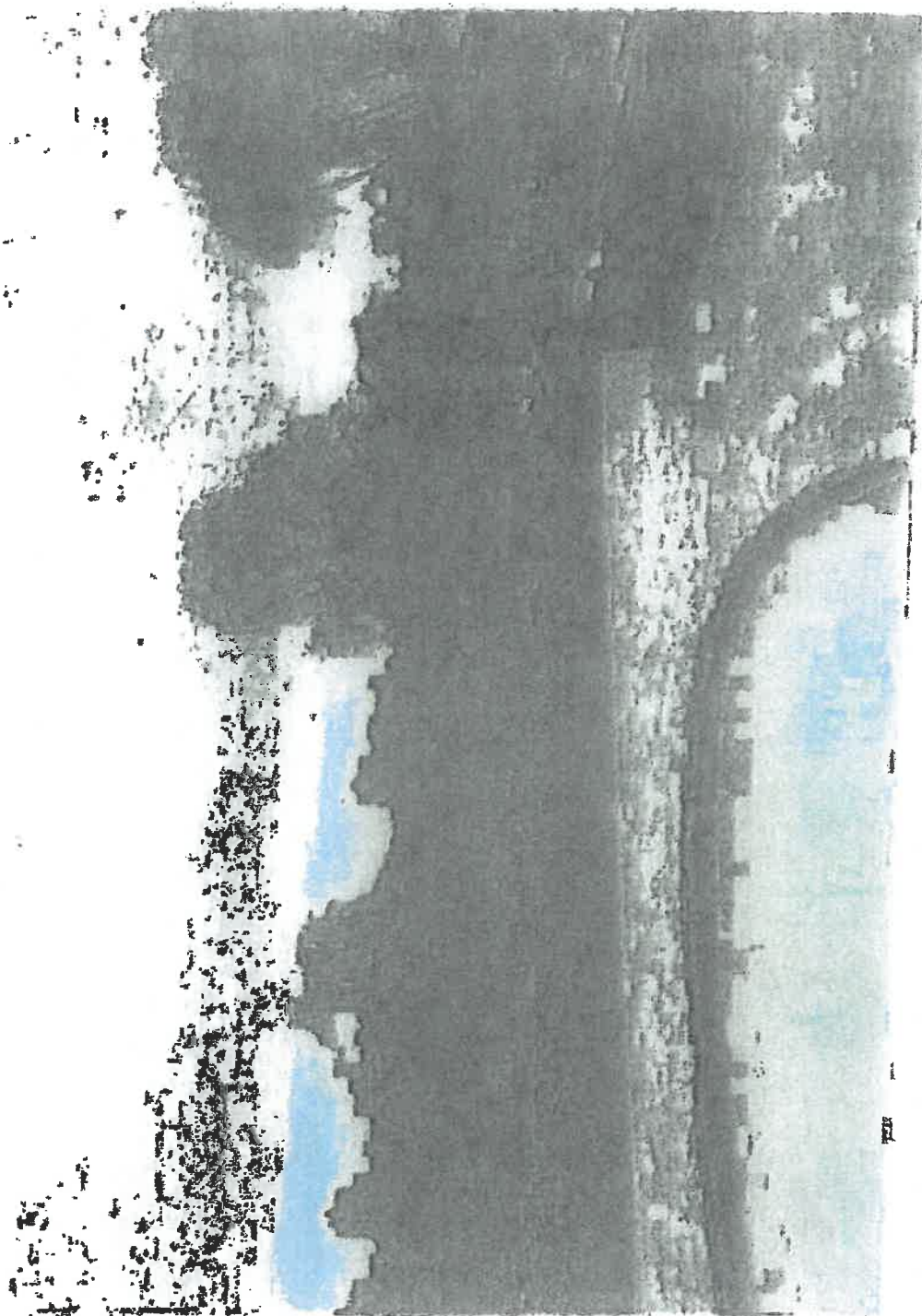


Resolution No. 1196

-15-

Photo taken on May 10, 2017

EXHIBIT B

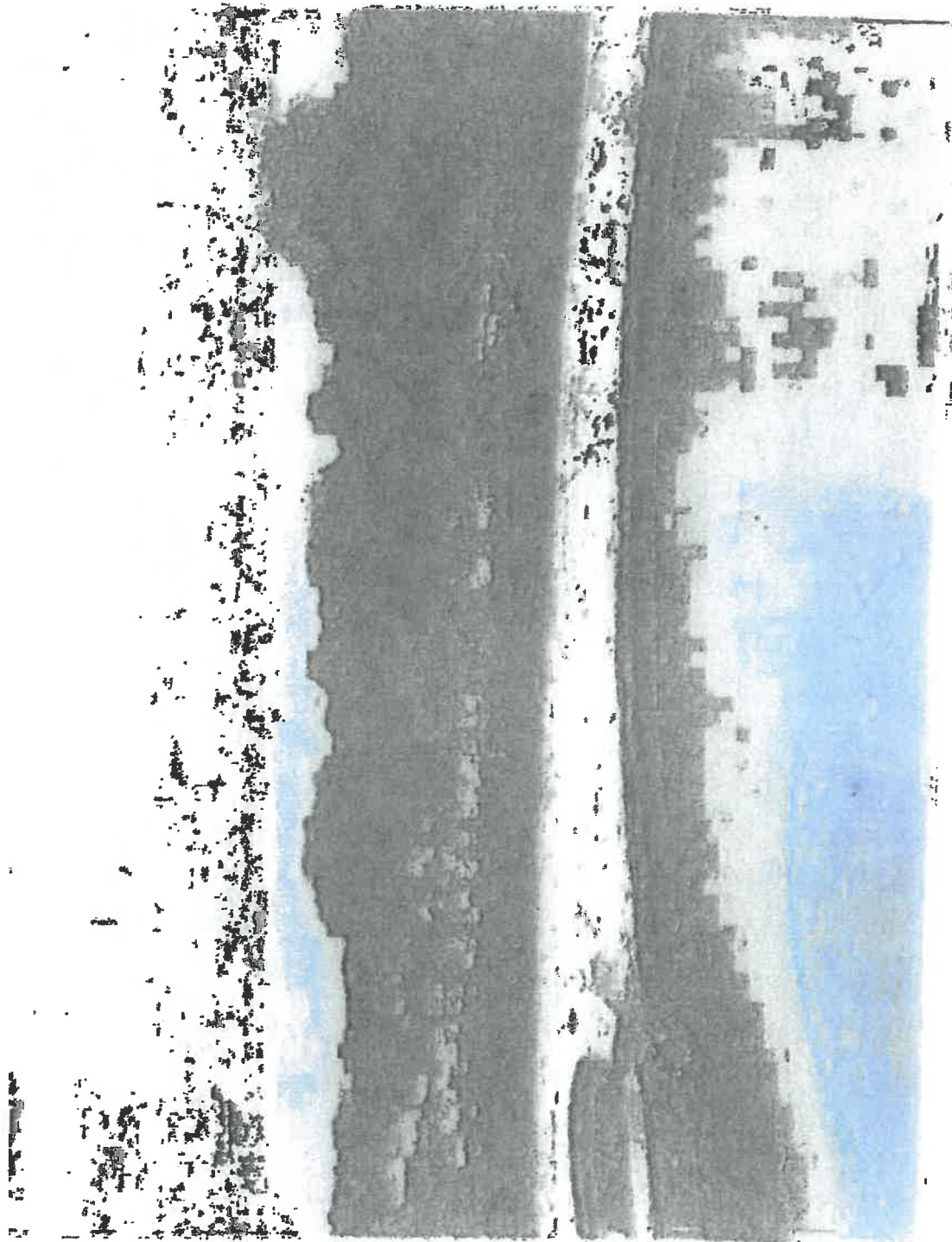


Resolution No. 1198

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Photo taken on May 10, 2017

EXHIBIT B

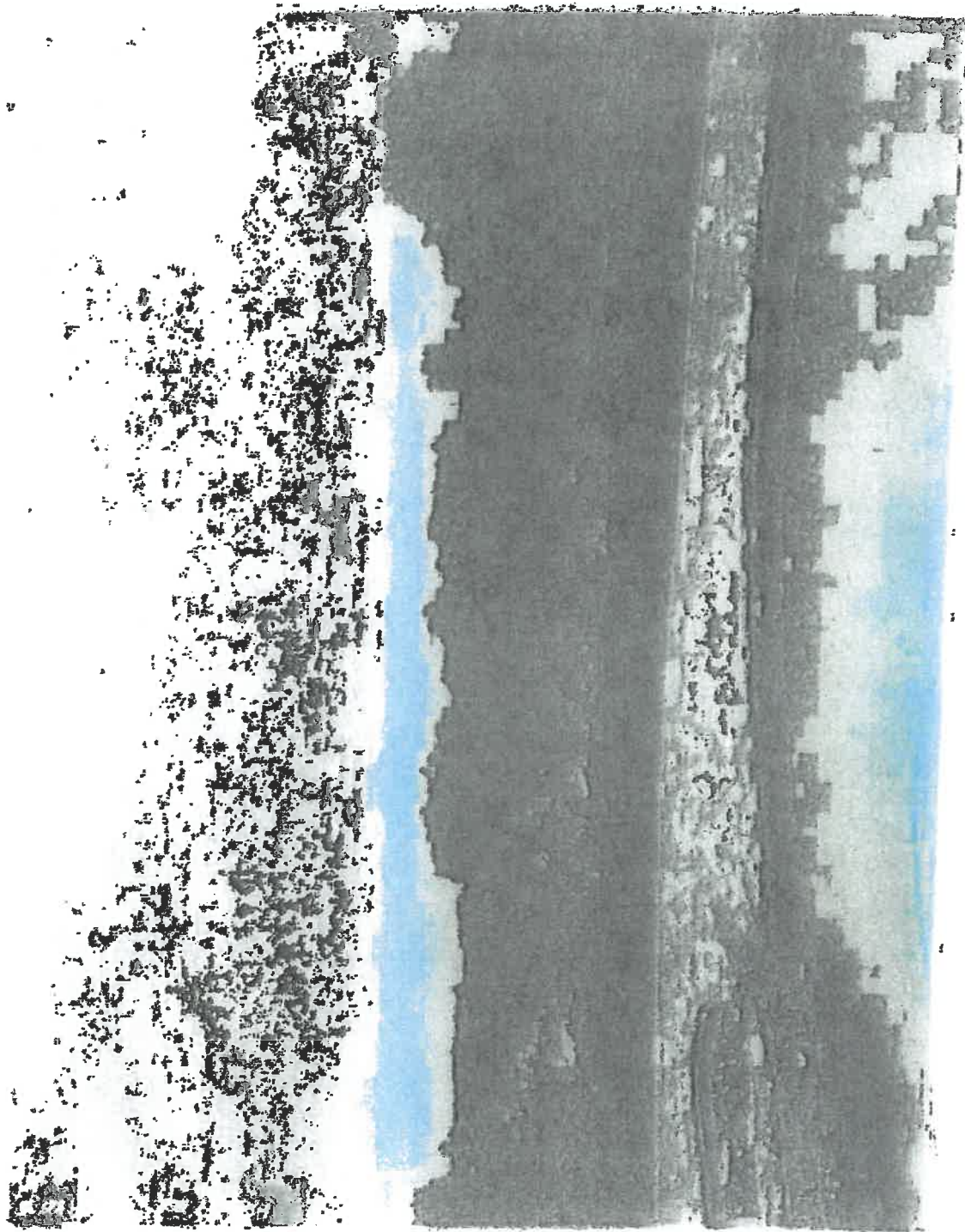


Resolution No. 1196

-17-

Photo taken on May 10, 2017

EXHIBIT B



Resolution No. 1196

-18-

Photo taken on May 10, 2017

EXHIBIT B

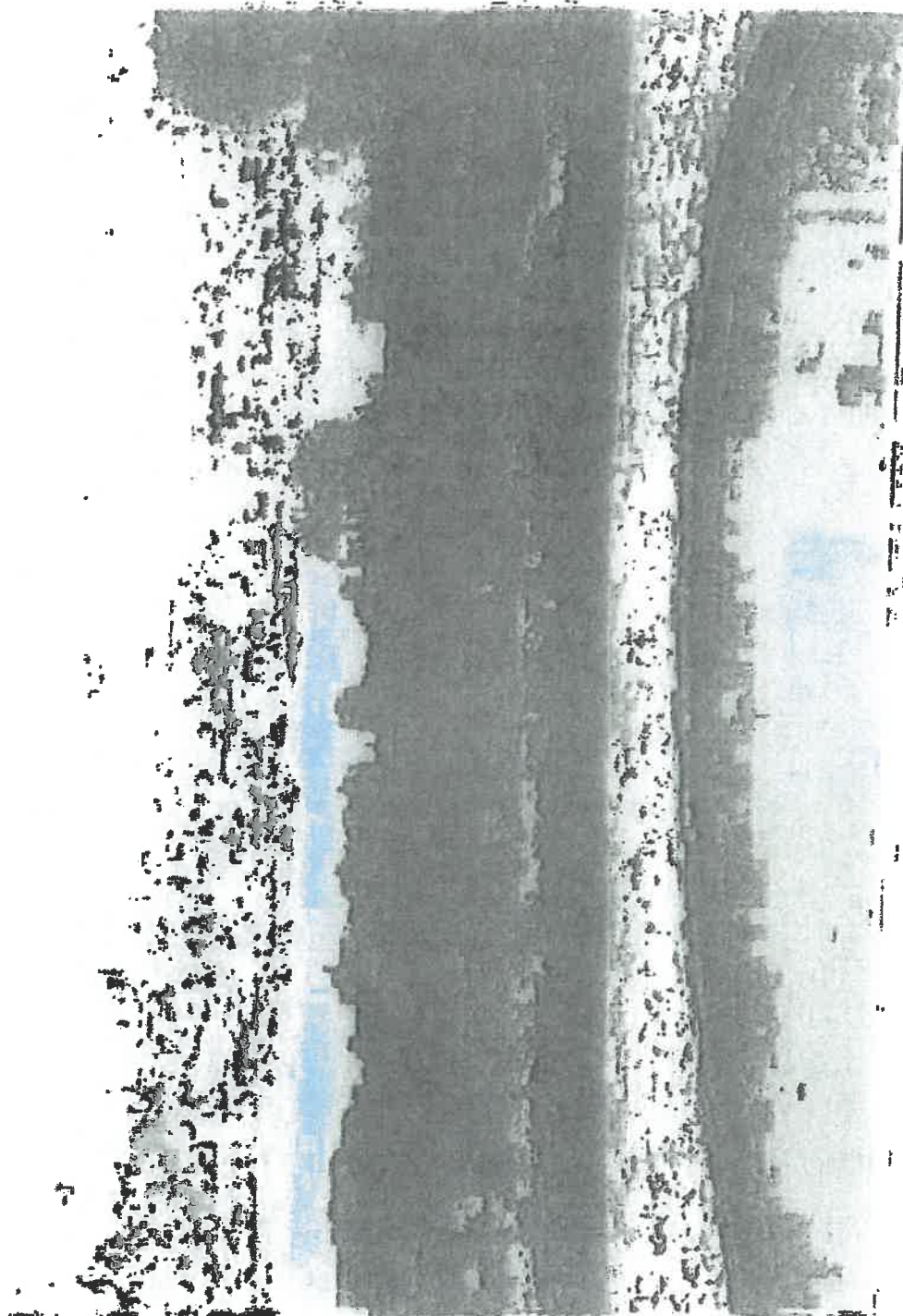


Resolution No. 1496

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Photo taken on May 10, 2017

EXHIBIT B



Resolution No. 1196

-20-

Photo taken on May 10, 2017

EXHIBIT B



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Pages:
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California

10/26/17 AT 02:18PM

FEE:	0.00
TAXES:	0.00
OTHER:	0.00
<hr/> PAID:	0.00



LEADSHEET



201710260020023

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SEQ:
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DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF ROLLING HILLS
PLANNING DEPARTMENT
2 PORTUGUESE BEND RD.
ROLLING HILLS, CA 90274

(310) 377-1521
(310) 377-7288 FAX



THIS FORM MUST BE PROPERLY ACKNOWLEDGED BEFORE RECORDATION. **RECORDER'S USE ONLY**

**FIRST ADDENDUM TO INFORMATIONAL COVENANT NO. 2017054781 MEMORIALIZING ORDER OF
THE CITY OF ROLLING HILLS ABATING A VIEW IMPAIRMENT**

Corrective trimming on an olive tree located on 15 Portuguese Bend Road, City of Rolling Hills, County of Los Angeles, CA 90274 (Lot 78-RH) ("Property") has necessitated an addendum to Informational Covenant No. 20170547814 recorded on May 17, 2017 ("Original Covenant"). The photographs attached as Exhibit C hereto shall reflect the height of the olive tree (identified as tree number 7 in Section 5 of Resolution No. 1196) as intended by Resolution No. 1196 ("First Addendum").

This First Addendum is meant to modify the Original Covenant, but not replace the Original Covenant. Unless modified by this First Addendum, all provisions of the Original Covenant shall remain in full force and effect. The City shall cause this First Addendum to be recorded against the title to the Property in the Official Records of the County of Los Angeles.

Attachment:

Exhibit C - Photograph(s) of the olive tree subject to maintenance by informational covenant no. 20170547814 and Exhibit A thereto

CITY OF ROLLING HILLS,
A California Municipal Corporation

By: Raymond R. Cruz
Signature of City Manager

Raymond R. Cruz
Name typed or printed

The following acknowledgment must be completed by a notary public or other official pursuant to California Civil Code Sections 1181 and 1189.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1160

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

State of California)
County of LOS ANGELES)

On 10/26/17 before me, ANTONIETTA DAY, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared RAYMOND R. CEVZ
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT C



EXHIBIT C



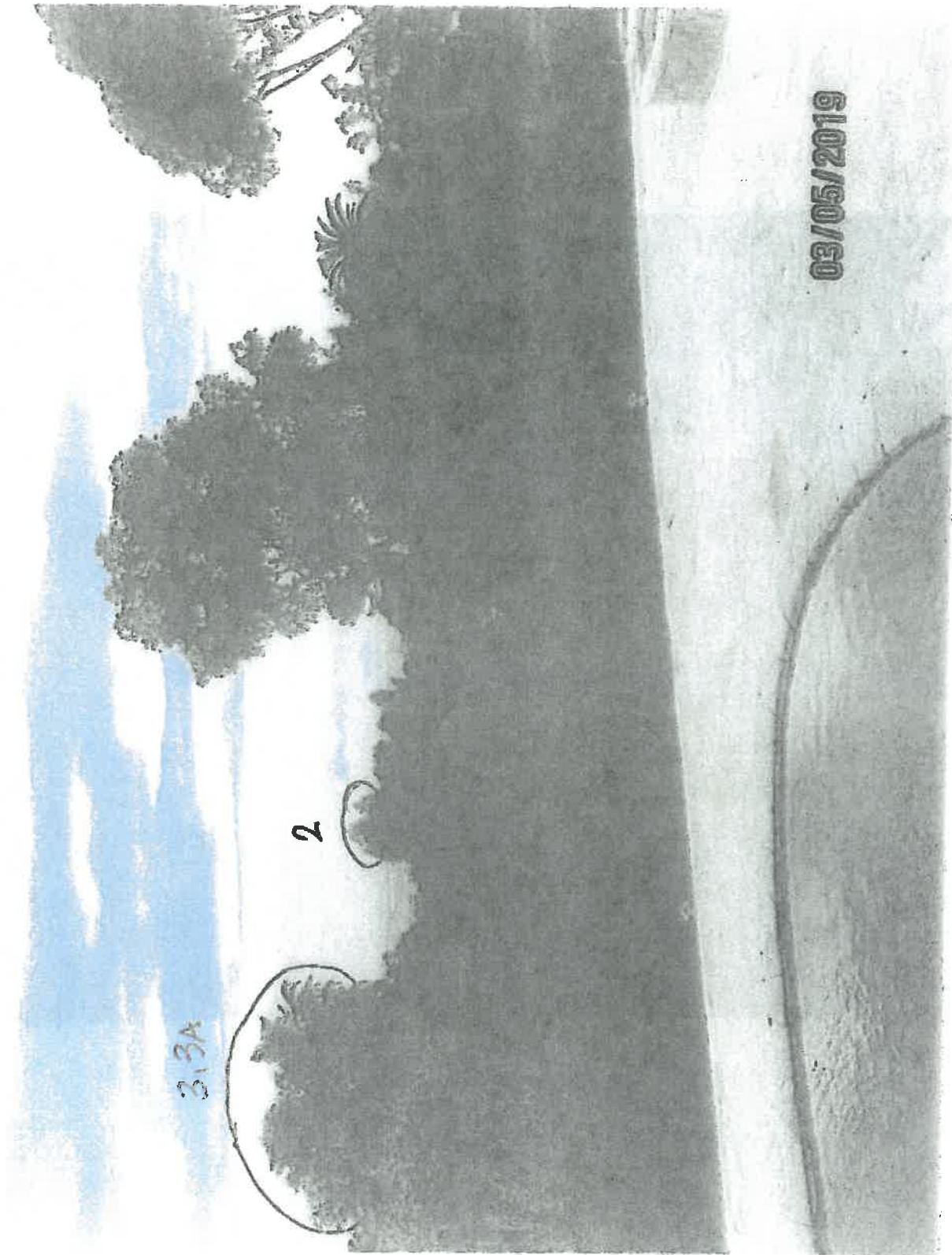
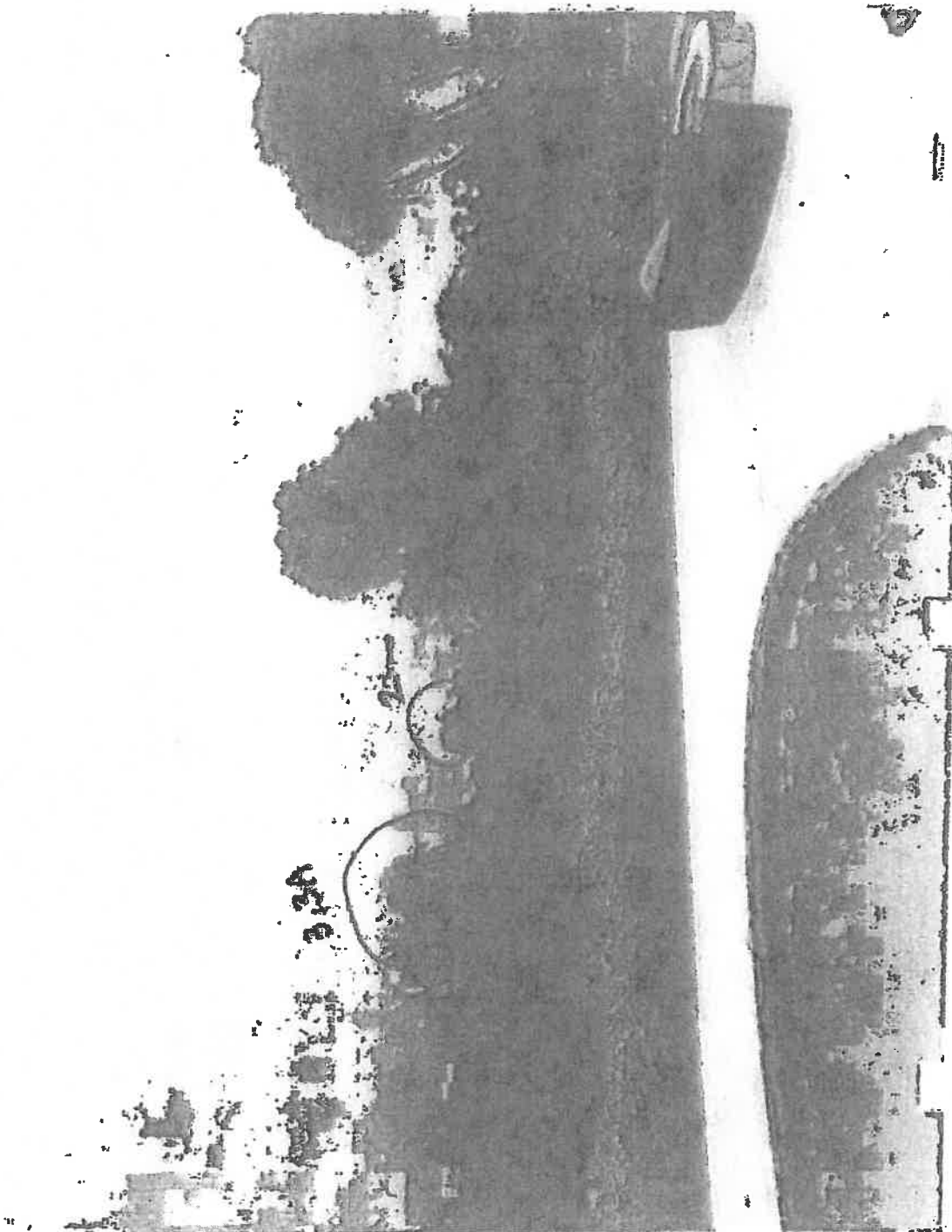


Photo taken on May 10, 2017

EXHIBIT B

①



Resolution No. 1196

-16-

61/75

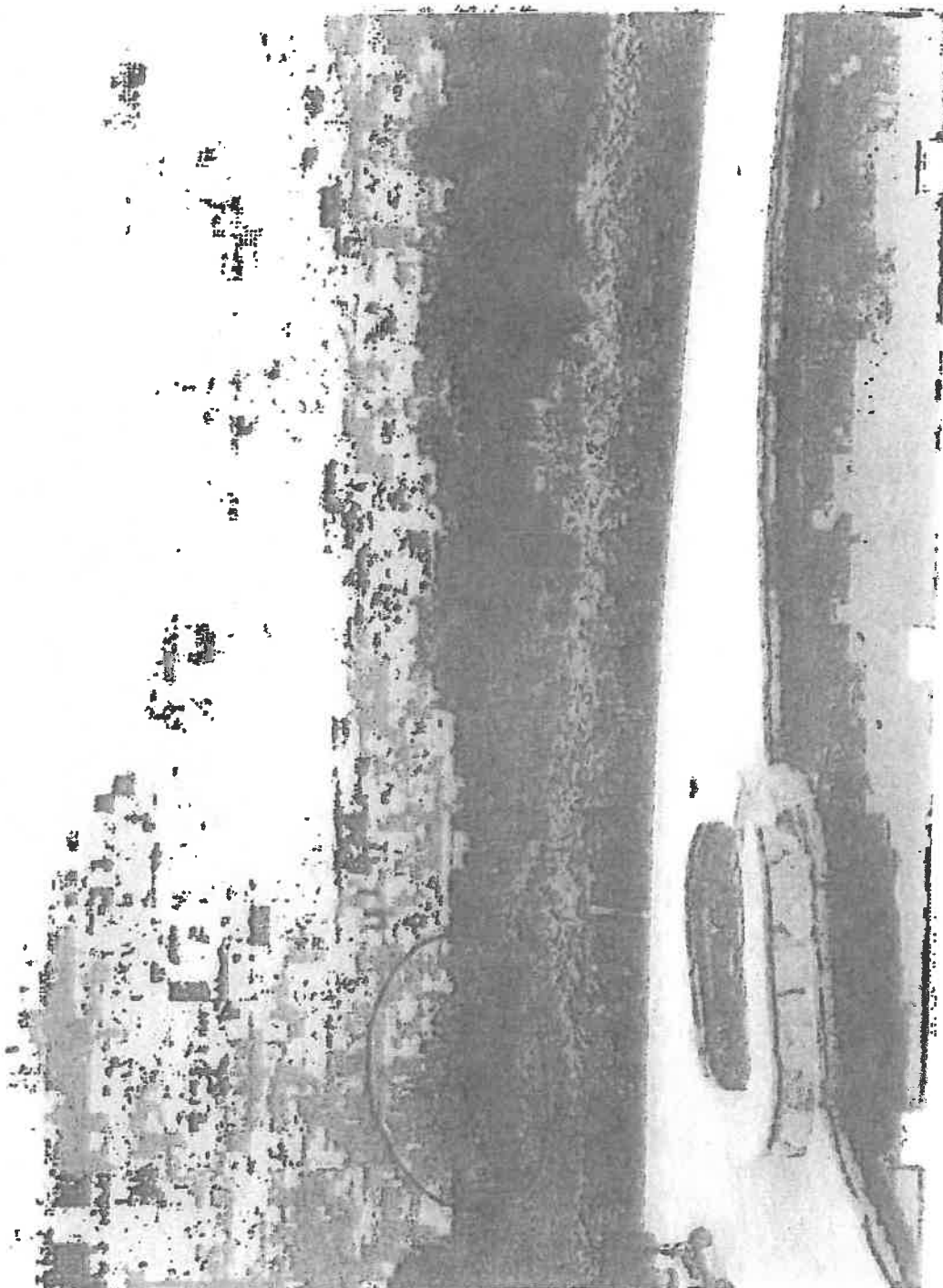
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Photo taken on May 10, 2017

EXHIBIT B

(2)



Resolution No. 1196

-14-

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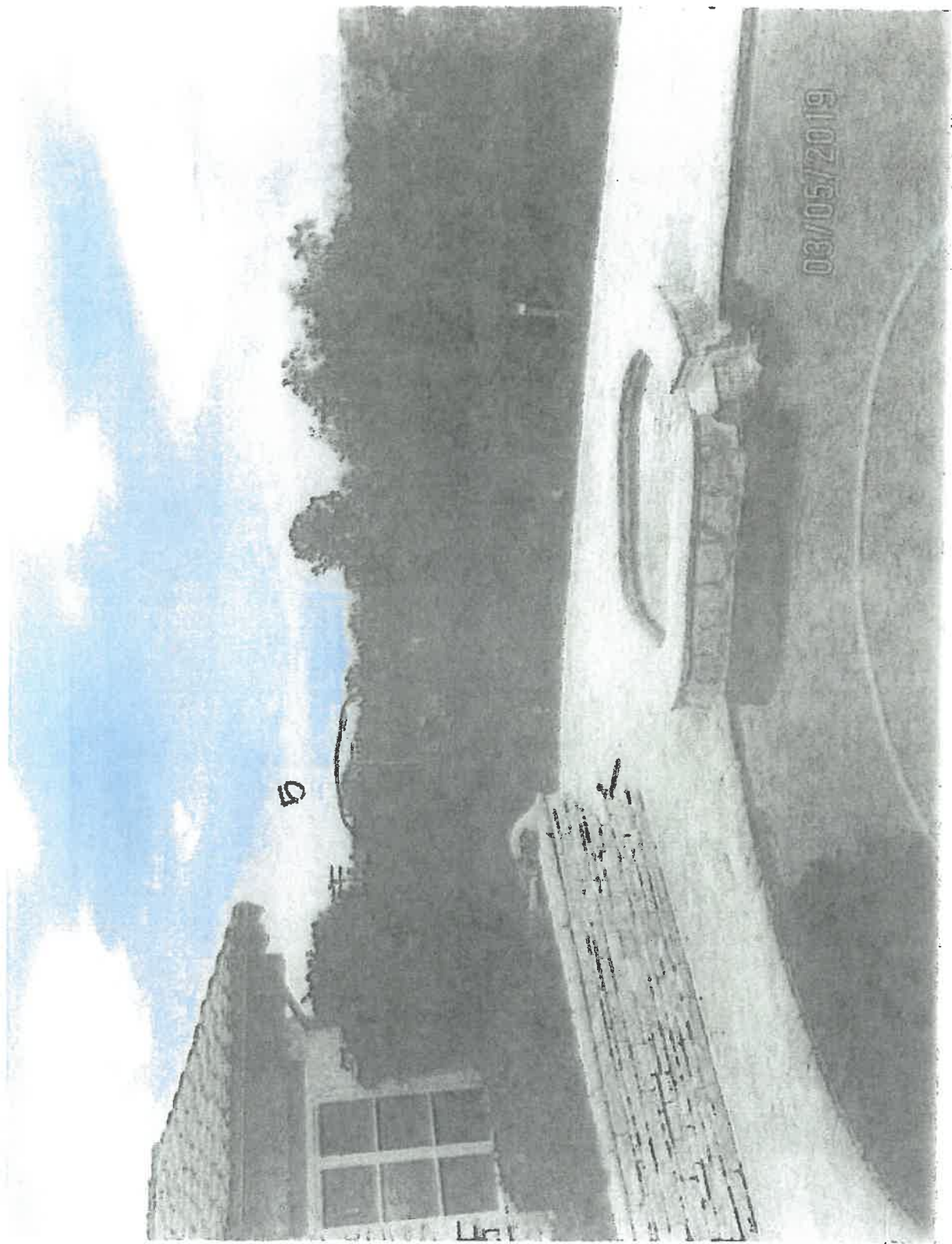
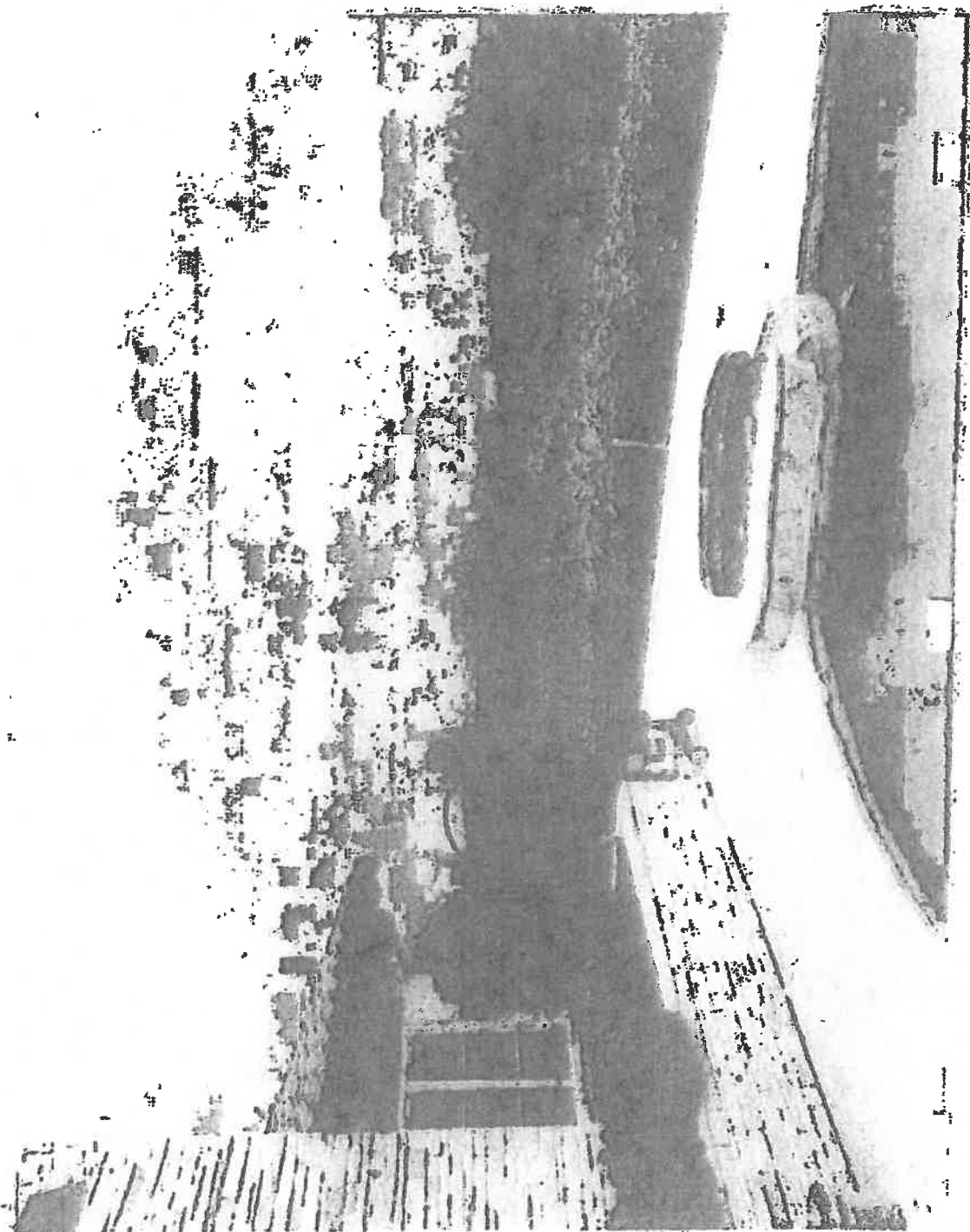


Photo taken on May 10, 2017

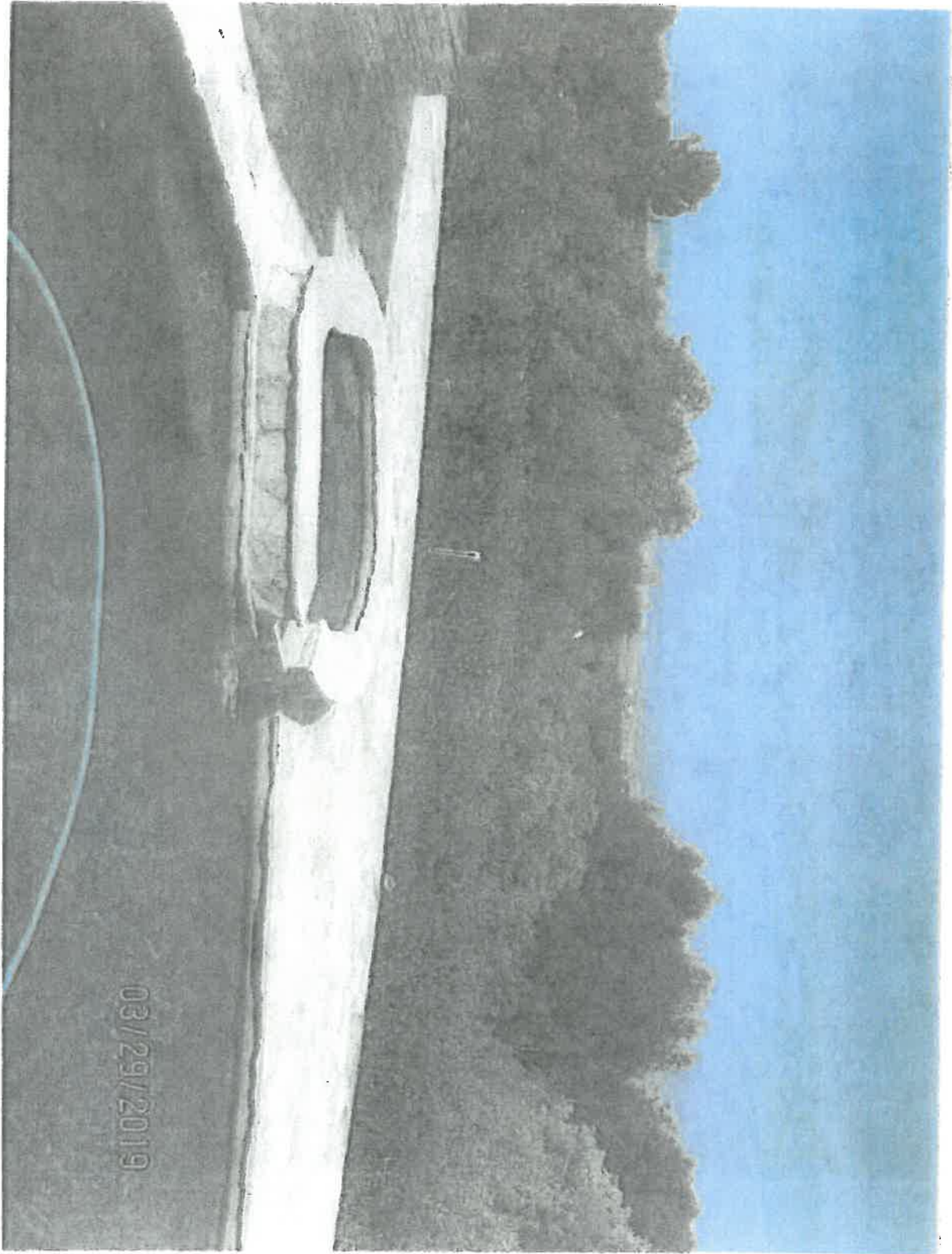
EXHIBIT B

3



Resolution No. 1196

-12-







Travers Tree Service Inc.
 Fully Insured State Contractor License # 438273
 TTS@TraversTree.com
 904 Silver Spur Road #434
 Rolling Hills Estates, CA 90274
 PH: (310) 530-3920 Fax (310) 534-3020

RECEIVED

APR 12 2019

City of Rolling Hills
 By _____

3/1/2019

PROPOSAL

Hassoldt
 10 Pine Tree Lane
 Rolling Hills Estates, CA 90274
 Cust #: Hass10221
 Phone: 310 377 4114
 Email: hassoldt@earthlink.net

Tuesday, April 2, 2019

Job Name: Hassoldt 20190402

Worksite: 15 Portuguese Bend Rd
 Palos Verdes Estates, CA 90274

Proposal By: Don Lorenzen

Thank you, for the opportunity to provide you with this proposal

Travers Tree Services: Proposes the following tree trimming/ removal services at the above reference job location. All Tree trimming will conform to standards established by the International Society of Arboriculture.

Need Firewood?

Travers Tree Service sells top quality aged and seasoned firewood to keep you warm throughout the winter!
Please contact our office for more information
Proposals valid 60 days

Item #	Plant	Description	Qty	Cost
1	Fan Palm	Front North East Side of Property - (Tree #3 & 3-A) Trim and clean out (No Skinning)	2	\$215.00
2	Eucalyptus	Front Along Roadway Easement (Tree #2)	1	\$485.00
3	California Pepper	Front (Tree #6 & 6-A) - Crown Reduce and shape	2	\$670.00
4	Olive Tree	Front (Tree #7) - Lace - Crown reduce and shape	1	\$135.00
5	Eucalyptus	North side of property North Side - Garage (Tree #5) Top by approx. 8 feet - Remove 2 lateral limbs - shape tree	1	\$490.00
6		Back Various - South West Side (Tree #4 & 4-A) • Eucalyptus tree - Top as necessary & shape • Olive tree - Top to old cut marks & shape	2	\$695.00

Notes:

Subtotal: \$2,590.00
Tax: \$0.00
Total: \$2,590.00

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 TTS@TraversTree.com
 904 Silver Spur Road #434
 Rolling Hills Estates, CA 90274
 PH: (310) 530-3920 Fax (310) 534-3020

TERMS AND CONDITIONS:

Please read this proposal carefully, all services are described explicitly, and this is exactly what Travers Tree Service intends to perform. Upon receipt of your signed contract we will put your job in our schedule queue. Scheduling is dependent upon the type of work to be completed, the supervision and equipment necessary and the location of the job.

We will notify you when your job is scheduled.

NOTE: We remove any and all debris generated from our work on your property. However; WE WILL NOT BE RESPONSIBLE FOR EXISTING ACCUMULATED DEBRIS on your property in yard areas and ESPECIALLY ON ROOFS. We will do our best to protect your property. However, we are not responsible for damage to "Malibu" lights or lights affixed to trees, the property owner is responsible for moving these prior to our arrival. In addition, we are not responsible for damage due to hidden conditions especially underground installations including but not limited to electrical lines, plumbing lines, sprinkler heads, water lines etc. In the event this account becomes delinquent purchaser agrees to pay In Preparation For Work To Be Performed On Your Property Please Use The Following Tips To Prevent Damage To Your Property:

A few days before arrival:

1. Notify neighbors that you are having your property worked on especially if we will be trimming their plants overhanging your property.
2. Move "Malibu" lights and other garden lights out of the work area.
3. Remove furniture, fountains, garden art, bird feeders items hanging in trees, and other breakable items from the work area.

On the day work is to be performed:

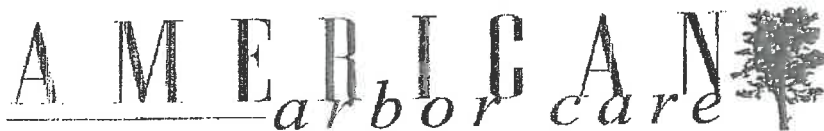
1. Move cars out of driveway and from under trees.
2. If possible/ necessary, block off street parking in front of property with trash cans, chairs, etc.

ACCEPTED: the prices, specifications, and conditions in this proposal are satisfactory and are hereby accepted. I authorize Travers Tree Service to perform the work as specified in this proposal.
 PAYMENT IS DUE TO FOREMAN UPON COMPLETION OF WORK, OTHERWISE, YOU WILL BE CHARGED A LATE FEE OF \$10.00 PER DAY THEREAFTER.

Amount: 2590⁰⁰ Please Print-Proposal Name: William Hassold
William Hassold 4/5/19
 Customer Signature Date

"NOTICE TO OWNER" (Section 7018, 7019- Contractors license law)

Under the mechanics' Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve property and is not paid for his labor, services or material, has a right to enforce his claim against our property. This means that, after a court hearing, your property could be sold by court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remained unpaid. Under the law you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount no less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, service, equipment or materials for the work described in said contract.



2049 Pacific Coast Hwy.
Suite 214
Lomita, CA
90717

Proposal

Date	Proposal #
3/21/2019	7680

Customer	Jobsite
Judith & William Hassoldt 10 Pine Tree Ln. RH, CA 90274 (310) 377-4114 hm	15 Portuguese Bend Rd. RH, CA 90274

Description	Qty	Rate	Total
Tree #3 & #3A (2) Washingtonia Fan Palms - trim, remove dead fronds & (1) row of low hanging green		325.00	325.00
Tree #2 (1) Eucalyptus at driveway entry - shape, crown reduce to height of palm, shape along front fence line & remove deadwood		1,200.00	1,200.00
Tree #6 & #6A (2) California Peppers - shape & crown reduce to 1st upper cut marks		900.00	900.00
Tree #7 (1) Olive tree on front fence line near California Pepper - shape only		300.00	300.00
Tree #4 & #4A Olive & Eucalyptus trees - crown reduce to old cuts		400.00	400.00
Total			

RECEIVED

APR 12 2019

City of Rolling Hills

By _____

Phone (310) 257-8666 Fax (310) 257-8666

stephanie13aac@gmail.com

www.americanarborcare.net

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Chapter 8.24 ABATEMENT OF NUISANCES

Sections:

8.24.010 Nuisance defined.

8.24.020 Duty of owner or possessor of property.

8.24.030 Notice to abate nuisance.

8.24.040 Notice to abate nuisance—Contents.

8.24.050 Hearing and decision.

8.24.060 Abatement by City—Notice of charge.

8.24.070 Lien.

8.24.080 Charges to be billed on tax bill.

8.24.090 Court action.

8.24.100 Summary abatement.

8.24.010 Nuisance defined.

For the purposes of this chapter, a "nuisance" shall be defined as anything which is injurious to health or safety, or is indecent or offensive to the senses, or an obstruction to the free use of property or injurious to the stability of real property so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any street, and affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

Notwithstanding any provisions of this chapter, the City Council may define by ordinance any particular condition constituting a nuisance.

(Ord. 190 § 1(part), 1981).

8.24.020 Duty of owner or possessor of property.

Every person who owns or is in possession of any property, place or area within the boundaries of the City shall, at his or her own expense, maintain the property, place or area free from any nuisance.

(Ord. 190 § 1(part), 1981).

8.24.030 Notice to abate nuisance.

Whenever the City Manager determines that a nuisance exists upon any property, place or area within the boundaries of the City, the City Manager may notify in writing the owner or person in possession of the property, place or area to abate the nuisance within fifteen days from the date of the notice. The notice shall be given by registered or certified mail addressed to the owner or person in possession of the property, place or area at his last known address.

(Ord. 190 § 1(part), 1981).

(Ord. No. 328, § 1, 5-14-2012)

8.24.040 Notice to abate nuisance—Contents.

The notice shall state that if the nuisance is not abated or good-faith efforts towards abatement not been made to the satisfaction of the City Manager within fifteen days from the date thereof, a hearing shall be held before the City Council to hear any protest of the owner, possessor or other interested person. The notice shall specify the time, date and place of the hearing, which shall be set for the regular meeting of the Council next following the expiration of the fifteen-day period.

(Ord. 190 § 1(part), 1981).

8.24.050 Hearing and decision.

If the nuisance is not abated or good faith efforts towards abatement have not been made within the time set forth in Section 8.24.030, the City Council shall conduct a hearing at the time and place fixed in the notice at which evidence may be submitted by interested persons. Upon consideration of the evidence, the Council may declare the condition to constitute a public nuisance and order the abatement thereof. The decision of the City Council shall be final. The City Clerk shall notify all owners and possessors of the subject property, place or area of the decision of the Council.

(Ord. 190 § 1(part), 1981).

8.24.060 Abatement by City—Notice of charge.

Upon failure, neglect or refusal by a person notified pursuant to Section 8.24.050 to abate a nuisance within thirty days after the date of notice, the City Council is authorized to cause the abatement of the nuisance and pay for the abatement. The City Council shall notify, in writing, the owner or possessor of the property, place or area upon which a nuisance has been abated by the City of the cost of abatement. Such notice shall be given in the same manner as required by Section 8.24.030.

(Ord. 190 § 1(part), 1981).

8.24.070 Lien.

If the total cost of the abatement of the nuisance by the City is not paid to the City in full within ten days after the date of the notice of the cost of the abatement, the City Clerk shall record, in the office of the County Recorder, a statement of the total balance due to the City, a legal description of the property, place or area involved, and the name of the owner or possessor concerned. From the date of such recording, the balance due will constitute a lien on the property. The lien will continue in full force and effect until the entire amount due, together with interest at the maximum legal rate accruing from the date of the completion of the abatement, is paid in full.

(Ord. 190 § 1(part), 1981).

8.24.080 Charges to be billed on tax bill.

The City may also, in accordance with the provisions of the laws of the State, cause the amount due to the City by reason of its abating a nuisance together with interest at the maximum legal rate, accruing from the date of the completion of the abatement, to be charged to the owners of the property, place or area on the next regular tax bill. All laws of the State applicable to the levy, collection and enforcement of City taxes and County taxes are hereby made applicable to the collection of these charges.

(Ord. 190 § 1(part), 1981).

8.24.090 Court action.

The City may bring appropriate actions, in a court of competent jurisdiction, to collect any amounts due by reason of the abatement of a nuisance by the City and to foreclose any existing liens for such amounts. Notwithstanding the provisions of this chapter, the City may bring the appropriate civil and criminal actions in a court of competent jurisdiction for abatement of any nuisance existing within the City pursuant to any other provision of law. In addition to costs recoverable pursuant to Section 8.24.060, attorney's fees, expert fees, and court costs shall be awarded to the prevailing party in any action taken by the City to abate a nuisance if, and only if, the City seeks the award of attorney's fees and court costs at the initiation of such legal action or proceeding. The attorney's fees recoverable pursuant to this section shall be limited to the reasonable attorney's fees incurred by the City in the legal action or proceeding, regardless of the actual cost of any party's attorney's fees.

(Ord. 190 § 1(part), 1981).

(Ord. No. 328, § 2, 5-14-2012)

8.24.100 Summary abatement.

Notwithstanding any provisions of this chapter, the City Council may cause a nuisance to be summarily abated if the City Council determines that the nuisance creates an emergency condition involving an immediate threat to the physical safety of the population. Prior to abating the nuisance, the City Manager shall attempt to notify the owner or possessor of the property, place, or area involved of the nuisance and request him to immediately abate the nuisance. If, in the sole discretion of the City Council, the owner or possessor of the property, place or area containing the nuisance which creates an emergency condition fails to take immediate and meaningful steps to abate the nuisance, the City may abate the nuisance and charge the cost of abating such nuisance to the owner or possessor of the property, place or area involved. The City shall notify in writing the owner or possessor of the property, place or area upon which a nuisance has been abated by the City, of the cost of said abatement. Such notification shall be given in the same manner as required by Section 8.24.030. The provisions of Sections 8.24.070, 8.24.080 and 8.24.090 shall be applicable.

(Ord. 190 § 1 (part), 1981).

Chapter 8.28 ABATEMENT OF NUISANCES IN ACTIVE LANDSLIDE AREAS

Sections:

8.28.010 Nuisances in active landslide areas.

8.28.020 Abatement.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 7A
Mtg. Date: 05/13/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR THE SANITARY SEWER IMPROVEMENT FEASIBILITY STUDY PHASE 2 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AN AMOUNT NOT-TO-EXCEED \$32,420

DATE: MAY 13, 2019

ATTACHMENT:

Professional Services Agreement with Willdan Engineering

BACKGROUND

At the October 8, 2019 City Council meeting, City Council received a presentation from Willdan Engineering on Phase I of the Sanitary Sewer Improvement Feasibility Study. At the same meeting, the City Council directed staff to engage Willdan Engineering to perform the next steps (Phase II) in preparing a preliminary engineering design for the potential sewer main line along Portuguese Bend Road to Rolling Hills Road. Based on discussion with Willdan Engineering on the scope of work for Phase II, the City Council capped the fee for the work at \$32,000.

DISCUSSION

On October 25, 2019, Willdan Engineering provided a proposal for Phase II work. In working with City staff, the proposal was refined so that the deliverables of Phase II segues into engineering design seamlessly, if the City Council should elect to continue with the next phase of the project. The scope of services went through several rounds of refinement between October and December 31, 2018. In early January 2019 staff was

advised that the engineer working on the project decided to retire during the holiday and is no longer with Willdan Engineering. In early March 2019, a new engineer was assigned to the project and in working with the new engineer, the proposal for Phase II scope of work was further improved to make provisions for surveying of Portuguese Bend Road, dipping of manholes to gather invert elevations, and flow monitoring. The proposal also includes a project schedule and milestones for mutual check-ins to ensure timely completion of the study. The study is expected to complete in 20 weeks from the receipt of an executed contract. Should the City Council approve the agreement with Willdan Engineering, the work will commence on May 13, 2019 and conclude on September 30, 2019.

FISCAL IMPACT

In October 2018, the City Council capped Phase II work at \$32,000. This was based on an estimation of remaining budget from Phase I and an estimated cost for Phase II. Subsequent to the October 2018 City Council meeting, Willdan Engineering initially estimated Phase II to cost \$38,279. Staff worked with Willdan Engineering to eliminate report presentations, minimize site-visits and replace with conference calls or web meetings and shorten the number of iterations for report reviews by the City. The final cost proposal is \$32,420, \$420 over the cap set by the City Council. There is sufficient funding in the Utilities fund in FY18-19 budget to pay for the additional \$420.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with Willdan Engineering for the Sanitary Sewer Feasibility Study Phase II and authorize the City Manager to execute the agreement for an amount not-to-exceed \$32,420.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2019 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Willdan Engineering a subsidiary of Willdan Group, Inc., a California corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. In 2018, the CITY retained the CONSULTANT to prepare a Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase I) for the City of Rolling Hills. Phase I included concept level research and an engineering feasibility evaluation regarding the potential of connecting the Project Area (City Hall, HOA building, the tennis court site, and upstream properties) to existing downstream sanitary sewer systems. CONSULTANT completed Phase I and reported its findings to the City Council on October 8, 2018..

B. The CITY now desires to retain the CONSULTANT to prepare a Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase II) for the City of Rolling Hills. Phase II of the Project will take the overall project from concept level (Phase I) to the preliminary engineering level design as described in Exhibit A attached hereto and incorporated herein by reference.

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

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

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

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the specifications or the scope of work attached as Exhibit A. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit A an amount not to exceed \$49,955.00. This fee includes all expenses, consisting of all incidental

blueprinting, photography, travel, attendance at meetings, and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated. This amount will be offset by the current balance of \$17,535.00 remaining in CONSULTANT's account from the Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase I). Accordingly, the CITY will make payments totaling \$32,420.00 to CONSULTANT for completion of the work identified in Exhibit A since CONSULTANT already has \$17,535.00 from the CITY in its account.

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

4. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274 before the end of each month on a monthly basis. CITY shall remit payment for all work performed to City's reasonable satisfaction within thirty (30) days of receiving this invoice.

5. SUBCONTRACTING

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

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this Agreement within twenty-four (24) hours upon receipt of a notice to proceed from the CITY.

7. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's Los Angeles, California office, located at 13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3443, during the Agreement period and thereafter for five years from the date of final payment.

8. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the Agreement shall become the property of the CITY. CITY's reuse of such materials for a purpose other than the project which is the subject of this Agreement shall be at CITY's sole risk.

9. TERM OF CONTRACT

This Agreement shall be valid until the completion of the study.

10. TERMINATION

This Agreement may be terminated by either party at any time for material breach. The CITY may also terminate unilaterally this Agreement without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed to the reasonable satisfaction of City pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement.

11. ASSIGNABILITY

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

12. AMENDMENT

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

13. NON-SOLICITATION CLAUSE

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

14. INDEMNITY

A. Liability. CONSULTANT shall indemnify and hold harmless CITY and its officers, agents, and employees from, and, if requested, shall defend it against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONSULTANT or loss of or damage to property, arising directly or indirectly from CONSULTANT'S performance of this Agreement, including, but not limited to, CONSULTANT'S use of facilities or equipment provided by CITY or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on CITY, except to the extent that such indemnity is

void or otherwise unenforceable under applicable law in effect or validly retroactive to the date of this Agreement.

B. Fees and Costs. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, CONSULTANTS and experts and related costs and CITY'S costs of investigating any claims against the CITY. In addition to CONSULTANT'S obligation to indemnify CITY, CONSULTANT specifically acknowledges and agrees that it has an immediate and independent obligation to defend CITY from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to CONSULTANT by CITY and continues at all times thereafter.

C. Applicability. For purposes of this paragraph, CITY means the CITY's City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.

D. Survival. The obligations established by this paragraph will survive termination of this Agreement.

15. INSURANCE

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

i. Automobile Liability Insurance with minimum coverage of \$300,000 for property damage, \$300,000 for injury to one person/single occurrence, and \$300,000 for injury to more than one person/single occurrence. If CONSULTANT or CONSULTANT's employees will use personal automobiles in any way on this project, CONSULTANT shall obtain evidence of personal automobile liability coverage for each such person.

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

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. In addition, if CONSULTANT obtains CITY's written consent to employ a subconsultant,

CONSULTANT shall also require any and every subconsultant to similarly maintain Worker's Compensation Insurance in accordance with the laws of the State of California for all of the subconsultant's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for CITY.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$25,000 per occurrence.

C. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-: VII. Each general liability and automobile liability insurance policy shall be endorsed with the language of Sections (i) – (vi) below. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.

(i) Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

(ii) Primary Insurance Clause. This policy shall be considered primary insurance as respect to the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

(iii) Separation of Insured Clause. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(iv) Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

(v) Waiver of Right to Subrogation Clause. CONSULTANT, and its insurer through endorsement, waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the

applicability of any insurance proceeds, and agrees to have all subconsultants, and subconsultants' insurers through endorsement, to do likewise.

(vi) Notice of Change in Insurance. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

D. Notice to CITY. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. CONSULTANT also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONSULTANT agrees to have all subconsultants to do likewise.

E. Claims-made policies. Should any of the required insurance be provided under a claims-made form, CONSULTANT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Defense costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

G. Acknowledgment of the Minimum Amount of Coverage. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the CITY.

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an

additional insured under the policy, CITY may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

I. **Certificates of Insurance.** The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONSULTANT shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

J. **Failure to Procure Insurance.** Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of this Agreement under which the CITY may terminate this Agreement.

16. NOTICE All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.

Attention: City Manager, Elaine Jeng, PE

CONSULTANT:
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, California 91746-3443

Attention: Director of Engineering, Vanessa Munoz, PE, TE, PTOE

17. ENFORCEMENT OF AGREEMENT

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

18. CONFLICTS OF INTEREST

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

19. INDEPENDENT CONSULTANT

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent CONSULTANT. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

20. ENTIRE AGREEMENT OF THE PARTIES

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

21. GOVERNING LAW

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

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

CITY OF ROLLING HILLS

WILLDAN ENGINEERING

CITY MANAGER:

DIRECTOR OF ENGINEERING

ELAINE JENG

VANESSA MUNOZ

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT B

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation
with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

- ☐ sole proprietor
- ☐ partnership
- ☐ nonprofit organization
- ☐ closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

CONSULTANT Signature

Printed Name of CONSULTANT

Date



April 10, 2019

Via e-mail: ejeng@cityofrh.net

Ms. Elaine Jeng, PE, City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

Subject: Sewer Service Feasibility Study – Phase II - Preliminary Engineering Report

Dear Ms. Jeng:

The City of Rolling Hills selected Willdan Engineering in 2018 to prepare a “Sewer Feasibility Study Including City Hall and Tennis Court Site” (Phase I). The study conducted concept level research and engineering feasibility evaluation regarding the potential of connecting the Project Area (City Hall, POA building, and the tennis court site, and upstream properties) to existing downstream sanitary sewer systems. The report was presented to the City Council on October 8, 2018. The subject proposal is based upon discussion and direction received during the October 8th City Council meeting and subsequent e-mail conversations between the City and Willdan.

As documented in the Phase I study, connecting the Project Area to the downstream sanitary sewer systems will involve preparation and submittal of documents to the following agencies:

City of Rolling Hills Estates
City of Torrance
Los Angeles County Department of Public Works (LACDPW)
County Sanitation Districts of Los Angeles County (CSD)

Phase II of the project will take the overall project from concept level (Phase I) to the preliminary engineering level. Willdan has prepared this proposal (Phase II) to provide the necessary professional engineering services to accomplish the following major tasks:

- ✓ Analyze parcels in the City upstream of the City Hall location that can feasibly drain to the proposed sanitary sewer extension.
- ✓ Estimate the amount of wastewater to be generated by the project area.
- ✓ Analyze the capacity of the existing downstream sewer system with the estimated wastewater from the project area.
- ✓ If capacity is not available, the downstream sewer system will be required to be reconstructed with larger or additional pipes. Proposed pipe sizes will be calculated.
- ✓ Prepare a Sewer Area Study for submission to the affected agencies.
- ✓ Prepare preliminary engineering plans for the extension of the sanitary sewer to the City Hall, POA Building and tennis court site.

To accomplish these services, Willdan proposes the following Scope of Work.

SCOPE OF WORK

1. Project Management

The success of any project is dependent upon communication between the client and project manager. This communication ensures that the project performs within the agreed upon scope of work, schedule, and budget. Willdan will provide the City with a weekly Project Status Memorandum which will be delivered via e-mail.

- ➡ Products Developed: Weekly Project Status Memorandum
- ➡ Deliverable to Client: Weekly Project Status Memorandum

2. Research and Obtain Available As-Built Information

Willdan will conduct research online and at the City of Rolling Hills Estates, City of Torrance, CSD and LACDPW to obtain available sanitary sewer as-built information in the project area. A site visit will also be performed and facilities pertinent to the project will be photographed for project documentation. We will also obtain current data on the types and amounts of applicable fees and permits required to accomplish the related sewer improvements.

- ➡ Products Developed: Library of As-Built Information Obtained
Photographic Files
- ➡ Deliverable to Client: None

3. Evaluate As-Built Information Obtained

Willdan will evaluate the as-built information obtained to identify the information for completeness from the proposed connection point to the downstream trunk sewer. If as-built information is found to be incomplete, then additional information will be necessary by field survey subconsultant.

- ➡ Products Developed: As-Built Completeness
Determine Need for Field Survey
- ➡ Deliverable to Client: None

4. Field Survey (If Necessary)

If as-built information of the downstream sanitary sewer information is incomplete, a survey subconsultant will be utilized to obtain manhole rim and invert elevations. This information is necessary for the engineering analysis of the capacities of the downstream sewers.

- ➡ Products Developed: Horizontal and vertical data of manhole rims and inverts for manholes (max. 17) where as-built information is insufficient.
Horizontal and vertical data at intersections along the project route.
- ➡ Deliverable to Client: None



5. Prepare GIS Base Mapping

Utilizing available GIS information for parcels, right of way, topography, and sanitary sewers, Willdan will create a GIS base sheet for use as a reference source and mapping of pertinent project data.

- Products Developed: GIS base sheet to be utilized as overall project reference.
- Deliverable to Client: GIS Base Sheet, 24" x 36"

6. Prepare Sanitary Sewer Model

Utilizing the as-built information obtained (and field survey information if necessary), Willdan will prepare a computer model of the existing downstream sanitary sewer from the connection point to the trunk sewer. The model will estimate the expected wastewater entering the system at the manholes along Rolling Hills Road. This will require analysis of the parcels presently conveying to the existing sewer system as well as those from the Project Area. The upstream properties will be shown on a GIS exhibit. The GIS exhibit will show tributary upstream area boundaries and a count of residential units. The peak flows of the existing sanitary sewer segments will then be calculated and compared to the theoretical capacities of the system. If the analysis indicates that downstream pipe segment capacities are exceeded, this will require increasing the size of the downstream sewer or constructing additional pipes. The analysis will calculate the pipe size increase recommended. The analysis will identify manhole identification numbers, sewer pipe segments between successive manholes (size, slope, material, peak flow, theoretical capacity, and area draining to each manhole). If the analysis indicates that downstream sewers may be over capacity, then flow monitoring may be performed to obtain actual flows in the sewer system.

- Products Developed: Computerized model of the existing sanitary sewer system.
GIS exhibit
- Deliverable to Client: GIS exhibit, 24" x 36" on bond paper (Five [5] copies).

7. Sewer Flow Monitoring (If Necessary)

If the sanitary sewer modeling indicates that sewer segments may be over capacity, Willdan will retain a subconsultant firm to obtain sewer flow monitoring data in the existing sewer pipeline in Rolling Hills Road. Monitoring may be required within the City of Rolling Hills Estates and the City of Torrance. Permits from both cities for the flow monitoring work will be obtained.

- Products Developed: Subconsultants report of flow monitoring data.
- Deliverable to Client: None.

8. Sewer Area Study

Utilizing the preceding information, Willdan will prepare a Sewer Area Study. The Sewer Area Study will be submitted to affected agencies and is required by CSD and LACDPW to obtain approvals for the desired Will Serve and Maintenance acceptance letters for future upstream connections. The Sewer Area Study will be a technical report containing descriptive text of the project location, description, analysis, evaluation, findings, and recommendations. The study will include all supporting technical data including as-built plans, GIS based Sewer Area Study map,



technical calculations, flow monitoring data (if needed), and zoning information. The study will be bound in a 3-ring binder and will be sealed by a California Registered Civil Engineer.

- ➡ Products Developed: Sewer Area Study
- ➡ Deliverable to Client: Sewer Area Study (Five [5] copies).

9. Preliminary Engineering Plans

Utilizing the information obtained, and available GIS elevation information, Willdan will prepare preliminary engineering plans. The plans will include a Title Sheet, and two (2) plan/profile sheets (scale 1" = 40') for the proposed extension of the sanitary sewer from the existing manhole south of Lariat Lane to the City Hall/POA Building/tennis court area. The plans will provide general location of the sanitary sewer. As utility research and notification is beyond the scope of this project, the horizontal and vertical location of the sanitary sewer will be based on the information obtained. Preliminary cost estimates will also be developed. If it is determined that the existing downstream sewer pipes must be enlarged, no engineering plans will be prepared for that work; it will be shown on the GIS mapping exhibit.

- ➡ Products Developed: Preliminary Plans at a of Scale 1" = 40'.
Preliminary Cost Estimate
- ➡ Deliverable to Client: Five (5) sets of Preliminary Plans on 24" x 36" bond paper.
Five (5) sets of Preliminary Cost Estimates

10. Submission of Documents to Agencies

Upon completion of the Sewer Area Study, the study will be submitted to the affected agencies. The submittal to the CSD will also include the completed Will Serve Letter Request Form.

- ➡ Products Developed: Completed Will Serve Letter Request Form.
- ➡ Deliverable to Client: Copy of Completed Will Serve Letter Request Form.

11. Revise Sewer Area Study

Although not anticipated, it is possible that the affected agencies may have comments after reviewing the Sewer Area Study. If comments are received, Willdan will revise the Sewer Area Study as required and resubmit the revised documents.

- ➡ Products Developed: Revised Sewer Area Study.
- ➡ Deliverable to Client: Revised Sewer Area Study (Five [5] copies).

FEE

We propose to provide the above engineering services for a fixed fee of **\$49,955**. This amount is to be offset by the current balance of **\$17,535** remaining in the sewer feasibility study authorization for the City Hall complex and tennis court sewer evaluation. This results in the need for an additional authorization of **\$32,420**.

SCHEDULE



We estimate the Sewer Service – Preliminary Engineering Study will be completed within twenty (20) weeks from receipt of the signed proposal and written Notice-to-Proceed. The proposed Schedule is as follows:

Task		Weeks	Weeks from NTP
1.	Project Management	Ongoing	Ongoing
2.	Research As-Builts	2	2
3.	Evaluate As-Builts	1	3
4.	Field Survey (if needed)	3	6
5.	GIS Base Mapping	1	6
6.	Prepare Sewer Models	2	8
7.	Sewer Flow Monitoring (if necessary)	3	11
8.	Sewer Area Study	3	14
9.	Preliminary Engineering Plans	1	15
10.	Submission of Documents	1	16
	10a. Agency Review Time (Estimate)	3	19
11.	Revise Sewer Area Study	1	20

Please indicate the City's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by e-mail.

Thank you for the opportunity to be of service to the City of Rolling Hills. We recognize the importance of this preliminary engineering assessment to the City and are committed to accomplishing it timely and successfully. Should you have any questions regarding this proposal, please contact Mr. Chris Stone, PE at (702) 289-4247 or Ms. Vanessa Muñoz PE, TE, PTOE at (562) 368-4848.

Respectfully submitted,

WILLDAN ENGINEERING



Vanessa Muñoz, PE, TE, PTOE
Director of Engineering

Approval and Authorization to Proceed By:

CITY OF ROLLING HILLS

Signature

Date

910005/WW.00.60/P19-082_16986



CITY OF ROLLING HILLS SANITARY SEWER Ext - Phase II - PRELIMINARY ENGINEERING													
PROJECT HOURS AND FEE													
PROJECT ACTIVITY DESCRIPTIONS & TEAM	PIC / QC Manager \$212	Survey & Mapping Princ. PM \$199	Project Manager II \$171	Senior Designer II \$160	Sr. Survey Analyst \$158	GIS Analyst II \$158	Assistant Engineer I \$116	Admin. Asst II \$91	Total Hours #	ODC \$	Survey sub-consultant \$	Flow Monitoring Sub-consultant \$	Total Fee \$
	TASK DESCRIPTION												
1. Project Management	Munoz	Knell	Stone 8	Krieger	Barrientos	Miller	Escobar		8				\$1,368
2. Research and Obtain Available As-Built Information													
1. Research at City of Rolling Hills Estates							4		4	\$ 90			\$554
2. Research at City of Torrance							4		4				\$464
3. Research at Sanitation District of LA County							4		4				\$464
4. Research at LA County DPW							4		4				\$464
5. Site Visit and Photo Documentation							4		4				\$464
3. Evaluate As-Built Information Obtained													
2			2	4			2		8				\$1,214
4. Field Survey (if necessary)		2		1	8	1			12	\$ 500	\$ 6,440		\$8,420
Encroachment permits										\$2,500			\$500
Supplemental Traffic Control													\$2,500
5. Prepare GIS Base Mapping			1	2		8			11				\$1,755
6. Prepare Sanitary Sewer Model	1		1	8		8	24		42				\$5,711
7. Sewer Flow Monitoring (if necessary)				2					2	\$ 500		\$ 7,500	\$7,820
Encroachment permits													\$500
8. Prepare Sewer Area Study	1		2	16		16	24	4	63	\$ 100			\$8,890
9. Prepare Preliminary Engineering Plans													
Title Sheet							4		4				\$464
2 Plan and Profile Sheets (scale 1" = 40')	1		2	8			16		27				\$3,690
10. Submit Documents to Agencies	2		1	4			4	1	12	\$ 50			\$1,840
11. Revise Sewer Area Study	1		1	8			8	2	20	\$ 100			\$2,873
Totals	6	2	18	53	8	33	102	7	229	\$3,840	\$6,440	\$7,500	\$49,955



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 7B
Mtg. Date: 05/13/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION AND APPROVAL OF ENGINEERING PLANS AND SPECIFICATIONS FOR THE CITY HALL PARKING LOT AND PORTUGUESE BEND ROAD BETWEEN PALOS VERDES DRIVE NORTH TO ENTRY GATES;

CONSIDERATION AND APPROVAL OF RESOLUTION 1237 ASSIGNMENT TO THE CITY OF ROLLING HILLS ESTATES ITS AVAILABLE PROPOSITION C TRANSPORTATION FUNDS; AND

CONSIDERATION AND APPROVAL OF RESOLUTION 1238 APPROVING ALLOCATION OF MEASURE M AND MEASURE R FUNDS TOWARDS RESURFACING OF PAVEMENT IN AND AROUND THE CITY OF ROLLING HILLS CITY HALL CAMPUS AREA AND THE SEGMENT OF PORTUGUESE BEND ROAD FROM THE MAIN GATE TO PALOS VERDES DRIVE NORTH

DATE: MAY 13, 2019

ATTACHMENT:

- 1. Project Engineering Plans and Specifications**
- 2. Resolution 1237, assigning Proposition C funds to Rolling Hills Estates**
- 3. Resolution 1238, allocation of Measure M and Measure R funds towards City Hall Campus Parking Lot Rehabilitation Project**

BACKGROUND

At the January 28, 2019 City Council meeting, the City Council approved the gifting of \$65,000 of Proposition C funds to the City of Rolling Hills Estates for resurfacing Palos

Verdes Drive North from Portuguese Bend Road/Rolling Hills Road to the Rolling Hills Estates' easterly boundary (PVDN Resurfacing Project). The City Council also appropriated \$65,000 of Measure M and \$50,000 of Measure R funds for the design and construction of the City Hall campus parking lot (including the segment of Portuguese Bend Road between Palos Verdes Drive North and the main gate) resurfacing project (City Hall campus parking lot project).

The two projects, PVDN Resurfacing Project and the City Hall campus parking lot project are combined into one project and the City of Rolling Hills Estates is the lead agency for the overall project. Project expenses including design services are tracked separately for each agency. The City of Rolling Hills Estates (RHE) selected Willdan Engineering to provide engineering design, construction management/inspection for the PVDN Resurfacing Project. The project plans and specifications, including Rolling Hills' City hall campus parking lot is complete and was approved by RHE City Council on April 23, 2019 for advertisement of construction bids. Bid opening is scheduled for May 20, 2019.

In conjunction with staff's input and Willdan Engineering's recommendations, the City Hall campus parking lot project is comprised of cold milling 1.75" of Portuguese Bend Road, between Palos Verdes Drive North and the entrance gate and overlaying with 1.75" of rubberized asphalt. Per the City's draft American with Disability Act (ADA) Transition Plan, the walking path from the southeast corner of Palos Verdes Drive North and Portuguese Bend Road, through the hose trail to the City Hall parking lot will be improved to the extent possible to comply with ADA parameters.

The project also includes the repair of a street light (in front of the Rolling Hills Community Association office) that was damaged by cars using the parking space in front of the street light. Additionally, the accessible parking space closest to the walking path from the southeast corner of Palos Verdes Drive North and Portuguese Bend Road will be improved per the City's draft ADA transition plan. Also the asphalt wrapping around the backside of the Rolling Hills Community Association maintenance yard will be completely removed and reconstructed. There are also a number of asphalt spot repairs receiving the same treatment. Finally, the entire parking lot will be slurry sealed to provide a new coat of asphalt without changing its current drainage patterns.

FISCAL IMPACT

In January 2018, the high level estimate for construction of the City Hall campus parking lot was approximately \$125,000. The City Council allocated a total of \$115,000 for the project including design cost. Engineering design was \$22,800, leaving the construction phase a budget of \$92,200. Bid opening is scheduled for May 20, 2019. Depending on the outcome of the bid, the approved budget may need to be

supplemented with additional available Measure R funds. Staff will request City Council's approval of the construction contract anticipated in late June 2019.

RECOMMENDATION

Staff recommends that the City Council approve the project plans and specifications for the Rolling Hills' portion of the work and authorize staff to advertise the City Hall campus parking lot project for construction bids.

Staff recommends the City Council approve Resolution 1237 as a follow up action to the January 28, 2019 approval of gifting of \$65,000 Proposition C funds to the City of Rolling Hills Estates for the PVDN Resurfacing Project.

Staff recommends the City Council approve Resolution 1238 as a follow up action to the January 28, 2019 allocation of \$65,000 Measure M and \$50,000 Measure R funds to the City Hall campus parking lot project.

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**CITY OF ROLLING HILLS ESTATES
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS
FOR**

**RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-20**



**Bid Opening
Date
(May 20, 2019)**

Prepared By:



13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CALIFORNIA 91746-3443
(562) 908-6200

CITY OF ROLLING HILLS ESTATES
ROLLING HILLS ESTATES, CALIFORNIA

CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS
FOR

RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-20

Prepared By:

Willdan Engineering
13191 Crossroads Parkway North
Suite 405
Industry, California 91746-3443
(562) 908-6200

Under the Supervision of

Rafael O. Casillas

Rafael O. Casillas, PE

68234

April 16, 2019

Date



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NOTICE INVITING SEALED BIDS

FOR

RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-20

IN THE CITY OF ROLLING HILLS ESTATES

The City of Rolling Hills Estates ("City") invites sealed bids for the above-referenced project and will received sealed bids in the Office of the City Clerk, City Hall, 4045 Palos Verdes Drive North, Rolling Hills Estates, California 90274 until 10:00 a.m. on the 20th day of May, 2019, at which time they will be publicly opened.

BID DOCUMENTS AVAILABLE AT: Copies of the plans, specifications and contract documents are available from the City of Rolling Hills Estates, 4045 Palos Verdes Drive North, Rolling Hills Estates, California 90274, upon payment of a fifty (\$50) nonrefundable fee, if picked up, or payment of a sixty-five (\$65) nonrefundable fee, if mailed. The project documents may also be obtained by email at no cost by Heidi Luce, City Clerk at heidil@rollinghillsestatesca.gov.

Plans and special conditions are based on the use of the Standard Specifications for Public Works Construction, 2018 edition, written and promulgated by Public Works Standards, Inc. and all supplements thereto.

Submittal of Bids. All bids must be submitted on the forms furnished by the City. Bids must conform with, and be responsive to, the bid documents, copies of which may be obtained from the City as set forth above. Only bids submitted to the City prior to the date and time set forth above for the public opening and reading of the bids will be considered. Bids must be submitted to the location as set forth above.

Bid Bond: Bids, accompanied by a cash deposit or a certified check or a bid bond payable to the City of Rolling Hills Estates in the amount of ten percent (10%) of the total amount of the bid

Questions and Clarification: Questions and clarifications on this project, must be submitted in writing and faxed to: Greg Grammer, Assistant City Manager at 310-377-4468 or emailed to gregg@rollinghillsestatesca.gov. The last day to submit question is Thursday, May 9, 2019 by 5:00 PM.

Required Contractor's License(s): Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City requires that the contractor possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar

the award of the contract to any bidder not possessing such license at the time of the award. Failure of the bidder to obtain proper and adequate licensing for an award of a contract will constitute a failure to execute the contract and result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5.)

Required Contractor and Subcontractor DIR Registration: The City will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) or if federal funds are involved in the project, then City may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

Form of Bid: Each bid must be submitted on the Bid Proposal and bid forms furnished by the City of Rolling Hills Estates, and each bid must include all the items shown on these forms. Substitute forms may be used if specified in this Notice. All bids must be submitted in conformance with this Notice and with the instructions contained in Standard Specifications for Public Works Construction, which by this reference is made a part of the Notice Inviting Bids.

Prevailing Wage Laws: The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

Payroll Records and Prevailing Wage Monitoring: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must 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 actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available by the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City on a weekly basis. In the case of federally-funded public works project and in accordance with 29 C. F. R. § 5.5(a)(3), the contractor will be required to submit weekly payroll reports and compliance statements for this project.

Substitution of Securities: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the

request and expense of the successful bidder. Such equivalent securities must be deposited with City or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

Award of Contract. The contract for the work, if awarded, will be to the responsible bidder submitting the lowest responsive bid. If the bid requires bidders to propose prices for alternate bid items, the City's selection of alternate bid items, if any, for determination of the lowest priced bid and for inclusion in the scope of the contract to be awarded, will be in accordance with the Instructions for Bidders.

Reservation of Rights: The City reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City. The City further reserves the right to take all bids under advisement for a period of 60 days.

Dated this 24th day of April, 2019

CITY OF ROLLING HILLS ESTATES

By: 
City Clerk

INSTRUCTIONS TO BIDDERS

PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10 percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "SEALED BID FOR

RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-20

IN THE CITY OF ROLLING HILLS ESTATES - DO NOT OPEN WITH REGULAR MAIL." Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY'S designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. The successful bidder shall be licensed in accordance with the provisions of the Business and Professions Code and shall possess a State Contractor License Class A at the time this contract is awarded.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Approval of equipment and materials offered as equivalents to those specified must be obtained in writing from the AGENCY prior to the opening of bids. Requests for consideration of equivalents must be submitted in writing allowing sufficient time for complete consideration of all specifications, samples, references, tests, and other details to the full satisfaction of the AGENCY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification, or type of workman required as set forth by the Director of Industrial Relations of the State of California.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 45 days, all as may be required to provide for the best interests of the AGENCY. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated. All bids will be compared with the Engineer's Estimate.

PROPOSAL
FOR
RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-20
IN THE CITY OF ROLLING HILLS ESTATES

TO THE CITY OF ROLLING HILLS ESTATES, as AGENCY

In accordance with AGENCY'S Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the Plans, Specifications and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump-sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID SCHEDULE

RESURFACING PROJECT ON PALOS VERDES DRIVE NORTH FY 2019-20

IN THE CITY OF ROLLING HILLS ESTATES

BID SCHEDULE A

Bid Schedule A consists of the resurfacing of Palos Verdes Drive North from Rolling Hills Road to Strawberry lane and Palos Verdes Drive North westbound side only from Strawberry Lane to Dapplegray Lane in the city of Rolling Hills Estates as shown in the signed plans attached to this bid package. **The resurfacing work shall be completed between the night-time hours of 8.00 p.m. and 5.00 a.m. between June 10th and August 23th, 2019**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	SF	207,751	\$	\$
2	Sawcut and remove existing asphalt pavement and base section per construction plans	SF	3,841	\$	\$
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	TON	2,272	\$	\$
4	Conventional asphalt concrete pavement PG 64-10	TON	145	\$	\$
5	Construction C.A.B section per construction plans	TON	96	\$	\$
6	Remove and construct curb to match existing per SSPWC DTL 120-2	LF	40	\$	\$
7	Remove and construct curb ramp per SSPWC Standard Plan 111-4, case and type per construction plan	EA	1	\$	\$
8	Remove existing AC section and construct 8-inch thick cross gutter section to nearest joint per SPPWC 122-2	SF	90	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
9	Adjust M.H. to grade	EA	2	\$	\$
10	Install signing and striping on Palos Verdes Drive North between Rolling Hills Road to Dapplegray Lane complete per plan	LS	1	\$	\$
11	Install loop detectors complete per plans	EA	23	\$	\$
12	Replace survey monuments	LS	1	\$	\$
13	Traffic control and plan	LS	1	\$	\$
14	Special project site maintenance.	NTE	1	\$5,000	\$
TOTAL BID SCHEDULE IN FIGURES					\$
TOTAL BID SCHEDULE IN WORDS					

BID SCHEDULE

RESURFACING PROJECT ON PALOS VERDES DRIVE NORTH FY 2019-20

IN THE CITY OF ROLLING HILLS ESTATES

BID SCHEDULE A ADDITIVE ALTERNATIVE ITEMS

Bid Schedule A Additive Alternative Items consists of the resurfacing of Palos Verdes Drive North from east city limits to Palos Verdes Drive East in the City of Rolling Hills Estates as shown in the signed plans attached to this bid package. **The resurfacing work shall be completed between the night-time hours of 8.00 p.m. and 5.00 a.m. between June 10th and August 23th, 2019**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	SF	172,883	\$	\$
2	Sawcut and remove existing asphalt pavement and base section per construction plans	SF	3,160	\$	\$
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	TON	1,890	\$	\$
4	Conventional asphalt concrete pavement PG 64-10	TON	79	\$	\$
5	Construction C.A.B section per construction plans	TON	115	\$	\$
6	Remove and construct curb to match existing per SSPWC DTL 120-2, A2-6	LF	70	\$	\$
7	Adjust valve cans to grade	EA	11	\$	\$
8	Install signing and striping on Palos Verdes Drive North between East City Limit to Palos Verdes Drive East complete per plan	LS	1	\$	\$
9	Install loop detectors complete per plans	EA	10	\$	\$
10	Replace survey monuments	LS	1	\$	\$
11	Traffic control and plan	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
12	Special project site maintenance	NTE	1	\$5,000	\$
TOTAL BID SCHEDULE IN FIGURES					\$
TOTAL BID SCHEDULE IN WORDS _____					

BID SCHEDULE

RESURFACING PROJECT ON PALOS VERDES DRIVE NORTH FY 2019-20

IN THE CITY OF ROLLING HILLS ESTATES

BID SCHEDULE B

Bid Schedule B consists of the resurfacing of Rolling Hills City Hall Parking Lot and Portuguese Bend Road between Palos Verdes Drive North to Entrance gates in the City of Rolling Hills as shown in the signed plans attached to this bid package. **The resurfacing work shall be completed between the night-time hours of 8.00 p.m. and 5.00 a.m. between June 10th and August 23th, 2019. With advance approval from the City, weekend work may be accommodated.**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Cold mill existing asphalt concrete pavement, 1-3/4" uniform depth	SF	9,794	\$	\$
2	Sawcut and remove existing asphalt pavement and base section per construction plans	SF	5,626	\$	\$
3	Construct 1-3/4" thick Asphalt Rubber Hot Mix overlay (ARHM GG-C)	TON	108	\$	\$
4	Conventional asphalt concrete pavement PG 64-10	TON	205	\$	\$
5	Construction C.A.B section per construction plans	TON	226	\$	\$
6	Remove and construct curb and gutter per SSPWC DTL 120-2, Type A2-6	LF	265	\$	\$
7	Construct concrete ADA compliant sidewalk with a maximum 2% cross slope and maximum 8.33% run. Hand rails as needed	SF	407	\$	\$
8	Install ADA compliant truncated domes per SPPWC 111-5	EA	3	\$	\$
9	ADA path of travel ramps construction survey and shop drawings	LS	1	\$	\$
10	Remove and replace parking lot light standards in-kind	EA	2	\$	\$
11	Install signing and striping on Portuguese Bend Road between Palos Verdes Drive North to Entrance Gates complete per plan	LS	1	\$	\$

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
12	Install signing and striping for Rolling Hills City Hall Parking Lot complete per plan	LS	1	\$	\$
13	Install loop detectors complete per plan	EA	8	\$	\$
14	Weed spray, clean out cracks and crack seal	LS	1	\$	\$
15	Slurry Seal Type II with 2% latex	ELT	25	\$	\$
16	Traffic control and plan	LS	1	\$	\$
17	Special project site maintenance.	NTE	1	\$ 5,000	\$
BID SCHEDULE B IN FIGURES					\$
BID SCHEDULE B IN WORDS _____					

TOTAL BID (SCHEDULE A + B) IN FIGURES	\$
TOTAL BID (SCHEDULE A + B) IN WORDS _____	

Notes:

1. The AGENCY will award the Contract based on the bid of the lowest responsible bidder. The lowest bid shall be the lowest total of the bid prices on the Bid Schedule A + Bid Schedule B per PCC section 20103.8(b). The AGENCY shall have the right to accept or reject the lowest bidder's alternates or additives in any order or combination at the time of contract award, unless otherwise specifically provided in these Specifications.
2. All amounts and totals given in the Bid Schedule will be subject to verification by the Contractor. In case of variation between the unit cost and amount shown by bidder, the unit cost will be considered to be their bid.
3. The bid prices shall reflect the conditions required by all sections of the project specifications, shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of 60 days after the date of bid opening.
4. Acknowledge receipt of all Addenda. The cover sheet of each addendum issued is signed by the Contractor and attached herewith.

5. The undersigned, under penalty of perjury, acknowledges that they are authorized by the bidding Contractor to submit a bid for said Contractor.
6. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of 1 percent of the total amount bid or \$10,000, whichever is greater, as follows:

[illegible]

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

2. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. _____
Name and Address of Owner

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

NONCOLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury:

Signature

Date

Printed Name

Title

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

Department of Industrial Relations Registration No. _____

Registration Date _____ Expiration Date _____

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:

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

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representatives made hereto are true and correct.

Contractor's Signature

Printed Name

Note: All signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CITY OF ROLLING HILLS ESTATES
PROPOSAL GUARANTEE

BID BOND

FOR

RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH

FY 2019-20

KNOW ALL MEN BY THESE PRESENTS that _____ as BIDDER, and

_____ a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Rolling Hills Estates, as AGENCY, in the penal sum of _____ [IN WORDS] dollars (\$ _____), which is 10 percent of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the space provided.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

CITY OF ROLLING HILLS ESTATES
CONTRACT AGREEMENT

FOR

RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-20

This Contract Agreement ("Contract") for the above-stated project ("Project") is effective as of _____, 2019, and is between the CITY OF ROLLING HILLS ESTATES, as AGENCY, and _____, as CONTRACTOR.

AGENCY and CONTRACTOR agree as follows:

ARTICLE I

The "Contract Documents" for the Project consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this Contract and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of these Contract Documents are made a part of this Contract as though fully set forth herein.

ARTICLE II

In consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the Project, and to fulfill all other obligations as set forth in the Contract Documents.

ARTICLE III

CONTRACTOR agrees to accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Such compensation covers 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 in the manner and time specified in the 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.

ARTICLE IV

AGENCY agrees to employ CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions of the Contract Documents, and further agrees to pay CONTRACTOR at the time, in the manner, and upon the conditions set forth in the Contract Documents.

ARTICLE V

CONTRACTOR acknowledges that any work under this Contract that qualifies as a "public work" within the meaning of California Labor Code section 1720 requires that CONTRACTOR and its subcontractors comply with the provisions of California Labor Code sections 1774 and following. In particular, CONTRACTOR acknowledges and agrees to the following: (1) CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code sections 1774 and 1775 regarding payment of prevailing wages and the penalties for the failure to pay applicable prevailing wage rates; (2) CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties. CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; (3) CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code section 1810 regarding the legal day's work; and (4) CONTRACTOR has reviewed and agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the applicable maximum hours per day and per week provisions.

CONTRACTOR agrees that it will award any contracts and subcontracts for work under this Contract that qualifies as a "public work" under the Labor Code only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code section 1725.5. CONTRACTOR must obtain proof of such registration from all such subcontractors.

CONTRACTOR further acknowledges that CONTRACTOR is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). Information concerning this compliance monitoring obligation may be found at the website located at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

ARTICLE VI

CONTRACTOR agrees to (1) immediately defend and (2) indemnify AGENCY from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, or its officers, employees, agents, or subcontractors committed in performing any work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to CONTRACTOR's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees,

court costs, and costs of alternative dispute resolution. CONTRACTOR's duty to defend is a separate and distinct obligation from CONTRACTOR's duty to indemnify. CONTRACTOR is obligated to defend AGENCY in all legal, equitable, administrative, or special proceedings, with counsel approved by AGENCY, immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of any AGENCY indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any AGENCY indemnified party, then CONTRACTOR may submit a claim to AGENCY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the AGENCY indemnified party. CONTRACTOR agrees that its defense and indemnification obligation under this article, includes the reasonable costs of attorneys' fees incurred by the AGENCY City Attorney's office to monitor and consult with CONTRACTOR regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. AGENCY will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum. For the purposes of this article, "AGENCY" includes AGENCY's officers, officials, employees and agents including Willdan Engineering.

ARTICLE VII

The liability insurance coverage amounts must be:

<u>Insurance Coverage Requirements</u>	<u>Limit</u>
<u>Requirements</u>	
Comprehensive General Liability	\$2,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$2,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of **\$3,000,000** will be considered equivalent to the required minimum limits. The issuer must be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage must be placed with carriers admitted to write insurance in California, or carriers with a rating of, or equivalent to, A:VIII by A.M. Best & Co. Any deviation from this requirement will require specific approval, in writing, from AGENCY.

The insurance must name the City of Rolling Hills Estates, its officers, employees and agents as additional insured by endorsement of the CONTRACTOR'S policy. A copy of

the endorsement, showing policy limits, must be provided to AGENCY on or before signing this Contract.

CONTRACTOR further acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions.

ARTICLE VIII

CONTRACTOR warrants that the signatures, titles and seals set forth hereinafter in execution of this Contract are correct and that the persons executing this Contract are fully authorized to execute this Contract and bind CONTRACTOR to the terms and conditions of this Contract.

ARTICLE IX

Records and Audits. CONTRACTOR must maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by AGENCY to assure proper accounting for all Project funds, both federal and non-federal shares. These records will be made available for audit purposes to AGENCY or any authorized representative upon request and must be retained for **five (5) years** after the completion of the work on the Project, unless permission to destroy them is granted by the AGENCY.

ARTICLE X

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract to be executed in duplicate as of the date set forth above

CONTRACTOR: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____ Class _____

CITY Business License No. ____

Federal Tax Identification No. _____

Note: Signature of Contractor must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
Mayor of the City of Rolling Hills Estates

Attested

City Clerk of the City of Rolling Hills Estates

Date _____

Approved _____ as _____ to _____ form
_____, City Attorney of the City of Rolling
Hills Estates

Date _____

CITY OF ROLLING HILLS ESTATES
FAITHFUL PERFORMANCE BOND

FOR

RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-20

KNOW ALL MEN BY THESE PRESENTS that _____ as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the
City of Rolling Hills Estates, as AGENCY, in the penal sum of _____
Dollars (\$_____), which is 100 percent of the total contract amount for the above-stated project, for the payment of
which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or SURETY,
and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being
hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public,
and evidence of the authority of any person signing as attorney-in-fact must be attached.

CITY OF ROLLING HILLS ESTATES
MATERIAL AND LABOR BOND

FOR
RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-20

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Rolling Hills Estates, as AGENCY, in the penal sum of _____ Dollars (\$_____), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
) ss
COUNTY OF)

being first duly sworn, deposes and says that he is

(sole owner, a partner, president, etc.)

of _____,

the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection there with to any corporation, partnership, company, association, organization, bid depository or to any member or agency thereof, or to any other individual, except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed _____

Title

(MUST BE SWORN TO BEFORE A NOTARY PUBLIC AND NOTARIAL JURAT ATTACHED.)

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Rolling Hills Estates prior to performing any work on this contract:

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

Contractor

By _____

Title

Date

GENERAL SPECIFICATIONS

SCOPE OF WORK

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 and reconstruction of curb and gutter, sidewalk, driveway approach, curb ramps, AC pavement, asphalt rubber hot mix (ARHM) overlay, cold milling of existing pavement, Slurry Seal Type II with 2% latex, crack seal, parking lot striping and signing including ADA requirements, ADA parking lot stalls, ADA parking lot ramp access, signing, striping, loop replacement and all other items not mentioned but indicated in the plans and specifications.

LOCATION OF WORK

The general locations and limits of the work are as follows:

In the City of Rolling Hills Estate:

Bid Schedule A consists of the resurfacing of Palos Verdes Drive North from Rolling Hills Road to Strawberry lane and Palos Verdes Drive North westbound side only from Strawberry Lane to Dapplegray Lane as shown in the signed plans attached to this bid package.

Bid Schedule A Additive Alternative Items consists of the resurfacing of Palos Verdes Drive North westbound only east city limits to Palos Verdes Drive East as shown in the signed plans attached to this bid package.

The resurfacing work shall be completed between the night-time hours of 8.00 p.m. and 5.00 a.m. between June 10th and August 23th, 2019

In the City of Rolling Hills:

Bid Schedule B consists of the resurfacing of Rolling Hills City Hall Parking Lot and Portuguese Bend Road between Palos Verdes Drive North to Entrance gates as shown in the signed plans attached to this bid package.

The resurfacing work shall be completed between the night-time hours of 8.00 p.m. and 5.00 a.m. between June 10th and August 23th, 2019. With advance approval from the City, weekend work can be accommodated.

TIME FOR COMPLETION

The Contractor shall complete all work in every detail within thirty-five (35) working days after the date in the Notice to Proceed with the Work, exclusive of maintenance periods.

NOTIFICATION

The Contractor shall notify WILLDAN ENGINEERING and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

WILLDAN ENGINEERING

Attention: Ms. Vanessa Muñoz (562) 368-4848
Mr. Rafael O. Casillas (562) 364-8480

CITY OF ROLLING HILLS ESTATES

(310) 377-1577, ext. 107

Attention: Mr. Greg Grammer

AIRTOUCH CELLULAR

(562) 802-9443

Attention: Airtouch Rep

(818) 923-9298

AT&T – CALIFORNIA

(510) 645-2929

Attention: Damage Prevention Hotline

AT&T – TCG (LOCAL)

(213) 787-9996

Attention: Ms. Maria Guzman

CALIFORNIA WATER SERVICE

(310) 257-1400

Attention: Mr. Dan Trejo

CINGULAR

(818) 923-9298

Attention: Mr. John Crosse (Cable Engineering)

CHARTER COMMUNICATIONS

(714) 591-4870

Attention: Mr. Bill Jankowski

Attention: Allan Ecchevarri

(805) 458-4349

MOBILITY – CABLE ENGINEERING

(818) 489-1034

Attention: Mr. Rob Scarcy

COUNTY SANITATION DISTRICT OF L.A. COUNTY

(310) 638-1161, ext. 6803

Attention: Mr. Mike Sullivan

Attention: Grace Robinson Chan

(562) 908-4288, ext. 1602

COX COMMUNICATION Attention: RNOG	(800) 290-6623
LOS ANGELES COUNTY DEP. OF PUBLIC WORKS (SOUTH) Attention: Mr. Gilbert Nelson Attention: Daryl Chenoweth	(323) 233-0245 (626) 458-3109
MCI (Verizon Business)	(800) 624-9675
METROPOLITAN WATER DISTRICT Attention: Kieman Callanan	(213) 217-7474
CROWN CASTLE, INC. Attention: Lead Dispatcher	(888) 632-0931
FRONTIER – IRWINDALE Attention: Lead Dispatcher	(800) 837-4966
SOUTHERN CALIFORNIA EDISON Attention: SC Edison Personnel Mr Matt Rodela (Transmission)	(800) 611-1911 (310) 386-5591
THE GAS COMPANY Attention: Lead Dispatcher	(800) 427-8894
ATC/VERIZON WIRELESS (VZW) – CINGULAR AT&T MOBILITY Attention: Mr. Sean Henderson	(714) 751-5261
T-MOBILE USA Attention: Mr. Walter Callejas	(818) 840-0808
TERRADEX Attention: Mr. Peter Biffar	(650) 227-3252
UNDERGROUND SERVICE ALERT	(800) 422-4133

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the County Sheriff's Department or the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications of the AGENCY are contained in the 2018 Edition of the Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, California 92081, telephone (760) 734-1113.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract, except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaborations, amendments, specifying of options, or additions are called out.

SPECIAL PROVISIONS

PART 1

GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

AGENCY:	City of Rolling Hills Estates
Board:	The City Council of the City of Rolling Hills Estates
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The Director of Public Works of the City of Rolling Hills Estates or his authorized representative
Federal:	United States of America
Contractor:	<p>The word Contractor is supplemented by adding thereto the following:</p> <p>The term Contractor means the Contractor as defined herein or his authorized representative.</p>

1-3 ABBREVIATIONS

1-3.2 Common Usage. The list of abbreviations in the "Greenbook" 2018 Edition is added to the specifications.

1-6.2 SUBCONTRACTOR LISTING

Add the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude superintendence. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract

Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the Contract Unit or Lump-Sum Price. When a portion of an item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump-Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Prior to award of the contract, the otherwise qualifying low bidder shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime 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 1 percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

1-7 AWARD AND EXECUTION OF CONTRACT

1-7.2 Contract Bonds

Add the following:

Within 10-working days after the date of the AGENCY'S notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

Contract Agreement

Faithful Performance Bond

Material and Labor Bond

Public Liability and Property Damage Insurance Certificate

Worker's Compensation Insurance Certificate

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

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

The Faithful Performance Bond shall remain in force for a period of one (1) year after the date of recordation of the Notice of Completion and until the end of all warranty periods set forth in the Contract Documents. The Material and Labor Bond shall remain in force until 45 days after the date of recordation of the Notice of Completion.

The Contractor shall provide the following supplemental information for each bond as required herein:

- a. Surety company or agency name providing bond.
- b. Name of the agent.
- c. The business address of the surety company and/or agency and agent.
- d. The business telephone number of the surety company and/or agency and agent.

SECTION 2 – SCOPE OF THE WORK

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

Add the following paragraph to Section 2-5.1 General:

A noise level limit of 86 dbA at a distance of 50 feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

2-7 CHANGES INITIATED BY THE AGENCY

Add the following paragraph to Section 2-7.1 General:

The AGENCY reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

2-10 DISPUTED WORK

Section 2, Scope of the Work, is amended by adding thereto the following new Subsection 2-10.1 Claims and Disputes During Performance:

2-10.1 Claims and Disputes During Performance.

The following procedures and requirements shall apply and be fully complied with for any claim or dispute to be considered for payment as extra work:

Procedure:

- A. The Contractor and the AGENCY shall make good-faith attempts to resolve any and all claims and disputes that may from time to time arise during the performance of the Work of this Contract. If the Contractor considers any Work required of them to be outside the requirements of the Contract, or if they consider any instruction, meaning, requirement, ruling or decision of the AGENCY or its representative to be unauthorized, they shall, within seven (7) calendar days after such demand is made, or instruction is given, file a written protest (dispute) with the AGENCY stating clearly and in detail their objection and reason therefore. The Contractor shall promptly comply with the Work required of them even though a written protest has been filed. If a written protest is not issued within seven (7) calendar days, the Contractor shall waive their right to further claim on the specific issue.
- B. The AGENCY will review the Contractor's written protest and provide a decision, if the Contractor still considers the Work required of them to be outside of the requirements of the Contract, they shall so notify the AGENCY, in writing, within seven (7) calendar days after receiving the decision that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, the Contractor shall submit their claim and all arguments, justification, cost or estimate, schedule analysis, and detailed documentation supporting their position. Failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving their right to the subject claim.
- C. Upon receipt of the Contractor's formal claim including all arguments, justification, cost or estimates, schedule analysis, and documentation supporting their position as previously stipulated, the AGENCY or its representative will review the issue and within thirty (30) calendar days from receipt of the Contractor's claim render a final determination.

Certification:

- A. The Contractor shall submit with the claim their and Subcontractors' certifications under penalty of perjury that:
 - 1. The claim is made in good faith.
 - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief.
 - 3. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the AGENCY is liable.
 - 4. If the Contractor is an individual, the certification shall be executed by that individual.
 - 5. If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
 - 6. If a false claim is submitted, it will be considered fraud and the Contractor may be subject to criminal prosecution.
- B. In regard to any claim or portion of a claim for subcontractor work, the Contractor shall fully review said claim and certify said claim, under penalty of perjury, to have been made in good faith.
- C. Failure to furnish certification as required hereinbefore will result in the Contractor waiving their right to the subject claim.

Claim Format

- A. The Contractor shall submit the claim justification in the following format:
 - 1. Summary of claim merit and quantum plus clause under which the claim is made.
 - 2. List of documents relating to claim:
 - a. Specifications.
 - b. Drawings.

- c. Clarifications/Requests for information.
 - d. Schedules.
 - e. Other.
- 3. Chronology of events and correspondence.
 - 4. Analysis of claim merit.
 - 5. Analysis of claim cost.

2-11 NOTICE OF SURETIES

Section 2, Scope of the Work, is amended by adding thereto the following new Subsection 2-11.1 General:

2-11.1 General. The Contractor shall notify his sureties and the carriers of the insurance furnished and maintained by him of any changes affecting the general scope of the work or change in the contract price, or time, or a combination thereof, and the amount of the applicable bonds and the coverage of the insurance shall be adjusted accordingly. The Contractor shall furnish proof of such adjustments to the owner.

SECTION 3 – CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS

Subsection 3-7.1 is amended by adding thereto the following paragraphs to Subsection 3-7.1 General:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Section 3-7 is amended by adding thereto the following new Subsections 3-7.3.1 Examination of Contract Documents and 3-7-3.2 Record Drawings:

3-7.3.1 Examination of Contract Documents. The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. The submission of a bid

shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

3-7.3.2 Record Drawings. All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be eligible.

Record drawing shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

3-8 SUBMITTALS

Subsection 3-8.1 General is amended by adding thereto the following paragraphs:

Submittals are required for all materials as noted within these specifications and as noted on the plans.

The Contractor shall examine the Plans and Specifications to verify requirements for submittals of manufacturers data, catalog cuts, shop drawings, test data, samples, etc.

Within 35 days after the Award of Contract, the Contractor shall submit to the Engineer five (5) copies of a complete list of all products that are proposed for installation. The list shall be tabulated by specification section and shall reference critical dates for material deliveries to the site; which dates shall also be shown on the construction schedule.

All submittals shall be made in ample time to allow for review and approval prior to the date needed. Fifteen working days shall be considered an absolute minimum; requests for substitution, incomplete or improper submittals will require a greater length of time. No time extensions will be granted for the Contractor's failure to allow sufficient time for review.

3-10 SURVEYING

Section 3-10 is amended by adding thereto the following new Subsection 3-10.2 Survey Service.

3-10.2 Survey Service. For this improvement work, the Contractor shall furnish all labor, equipment, and (Private Engineer) services, and be responsible for all surveying, staking, and layout necessary for the improvements. In the event of a substantial discrepancy between information shown on the Plans and actual field conditions, the Contractor shall cease any affected work and notify the City Engineer. The City Engineer will provide direction and authority to proceed. Surveying by Private Engineers on the Work shall conform to the quality and practice required by the City Engineer. Consequently, any reference to the Engineer providing such services in Subsection 3-10 shall be disregarded.

Survey monuments shall be furnished, installed and in compliance to Section 309 Monuments.

Payment for surveying service shall be paid at the lump sum price bid for construction survey and staking, including conformance surveying, and no additional payment thereof. Payment for replacement of monuments and centerline ties shall be paid as specified in the bid proposal and no additional payment thereof.

Subsection 3-10.3, Line and Grade is amended by adding thereto the following:

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

Construction survey for the ADA path of travel shall be performed and shop drawing submitted to the City prior to start of construction. Payment for survey services shall be paid within the lump sum price bid for construction of the ADA path of travel improvements.

3-12 WORK SITE MAINTENANCE

Subsection 3-12.1 General is amended by adding thereto the following paragraphs:

The Contractor shall provide and operate a self-loading motor sweeper with spray nozzles every day for the purpose of keeping the entire project site clean as acceptable to the City Engineer.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and as directed by the Engineer.

Payment for the cleanup and dust control shall be included in the price paid for other items of work. No additional payment will be made for project site maintenance.

Subsection 3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP) is amended by adding thereto the following paragraph:

Storm Water Pollution Prevention Measures, All storm water pollution measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, the QSP shall direct the revisions to the SWPPP, if that authority is rated within the SWPPP Table 1.1, or shall notify the QSD of the Change that requires to SWPPP to be amended. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

SECTION 4 - CONTROL OF MATERIALS

Section 4 CONTROL OF MATERIALS is amended by adding thereto the following paragraphs to Subsections 4-1 General, 4-4 Testing, 4-5 Certificate of Compliance and 4-6 Trade Names:

4-1 General. The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within 1 year after the date of recordation of the Notice of Completion. Within this 1-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within 30 days after the date of the Engineer's written notice.

4-4 Test of Materials. Except as elsewhere specified, the AGENCY will bear the cost of testing material and/or workmanship which exceed the

requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-5 Certification. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that such a certificate be furnished. In addition, when so authorized in these specifications or in the special provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

4-6 Trade Names or Equals. Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

Subsection 5-1 LAWS AND REGULATIONS is amended by adding thereto the following paragraphs:

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all cost incurred by the permit and license requirements.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this

section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

5-3 LABOR

Subsection 5-3.1 General is amended by adding thereto the following paragraphs:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-4. INSURANCE

The first paragraph of Section 5-4.1 General is amended to read as follows:

The Contractor shall provide and maintain insurance naming the Agency and all of its officers, consultants and agents, including Willdan Engineering, are named insured or are named as an additionally insured with the Contractor regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the Agency and all of its officers, consultants and agents, including Willdan Engineering. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. Except as otherwise specified in 6-5, the Contractor shall save, keep and hold harmless the Agency, its officers, employees, consultants and agents, including Willdan Engineering, from all damages, costs or expenses in law or equity that may at any time arise to a person or property by reason of or in the course of performing the Work, or which may be caused by a negligent act or omission by the Contractor, the Contractor's employees, or

a Subcontractor. The Agency will not be liable for any accident, loss, or damage to the Work prior to completion, except as otherwise specified in 6-5.

The first paragraphs of Section 5-4.2 General Liability Insurance is amended to read as follows:

The policy shall insure the Agency, and all of its officers, employees, consultants and agents, including Willdan Engineering while acting within the scope of their duties on the Work, against all claims arising out of or in connection with the Work, except as otherwise specified in 6-5. This policy shall provide coverage for on-going and completed operations. The certificate of insurance submitted to the Agency shall state that the Contractor's insurance is primary and that any other insurance held by the Agency is non-contributory.

5-7 SAFETY

5-7.1 Work Site Safety

Subsection 5-7.1.1 General is amended by adding thereto the following paragraphs:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be

furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

Subsection 6-1.1 Construction Schedule is amended by adding thereto the following paragraphs:

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10-working days after the date of the AGENCY'S execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed With the Work, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit progress reports to the Engineer by the 10th day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

Subsection 6-2 PROSECUTION OF THE WORK is amended by adding thereto the following paragraphs:

The Contractor shall comply with the following:

- (1) The Contractor must place concrete within 5 working days after the removal of existing concrete. Asphalt Concrete pavement replacement at driveways shall be installed within 3 calendar days of pouring concrete.
- (2) AC pavement replacement shall be installed the same day as removals are performed.

- (3) The Contractor shall clean up all rubble/debris piles daily.
- (4) Cold milling shall not be performed more than 3 calendar days ahead of paving.
- (5) Permanent striping shall be performed within 72 hours of paving of the finished surface.
- (6) Manhole frames and covers to be raised shall be raised and patched with ARHM within 3 calendar days of final day of ARHM overlay paving.

FAILURE OF THE CONTRACTOR TO COMPLY WITH THE AFOREMENTIONED WORK SCHEDULING REQUIREMENTS, (1)-(6), DUE TO CONDITIONS UNDER HIS CONTROL WILL RESULT IN DAMAGES BEING SUSTAINED BY THE AGENCY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH DAY THE CONTRACTOR FAILS TO CONFORM TO THESE REQUIREMENTS, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD MONIES DUE TO HIM THE SUM OF ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250.00), AS LIQUIDATED DAMAGES FOR EACH CALENDAR DAY.

Subsection 6-3 TIME OF COMPLETION is amended by adding thereto the following paragraphs:

6-3.1 General. The time for completion shall be as noted in the General Specifications.

6-3.1.1 Working Day. The Contractor's activities shall be confined to the; City of Rolling Hills Estates, **the resurfacing work shall be completed between the night-time hours of 8.00 p.m. and 5.00 a.m. between June 10th and August 23th, 2019, Monday through Friday. The City of Rolling Hills, the resurfacing work shall be completed between the night-time hours of 8.00 p.m. and 5.00 a.m. Monday through Friday between June 10th and August 23th, 2019, excluding holidays. Weekend work can be accommodated with advance approval from the City.** Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-4 DELAYS AND EXTENSIONS OF TIME

Subsection 6-4.4 Written Notice and Report the first sentence is hereby deleted and amended as follows:

6-4.4 Written Notice and Report. If the Contractor desires payment for a delay as specified in Subsection 6-4 of the Standard Specifications, it shall notify the Engineer in writing within 3 days of beginning of the delay. If the Contractor desires an extension of time as specified in Subsection 6-4.2 of the Standards Specifications, it shall notify the Engineer in writing within 3 days of beginning of the delay. Such notice shall specify the nature of the delay, cause, and the conditions which set the beginning time for the delay.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be one thousand two hundred dollars (\$1,200) per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment. The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval by the 10th day of the following month.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment report.

Payments are commonly authorized and made within 30 days following the 10th day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

A full 5-percent retention will be deducted from all progress payments. The final retention will be authorized for final payment 35 days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retained amount, or receive the retained amount itself so long as the securities equivalent to the retained amounts are substituted with escrow holder approved by the AGENCY.

At the request and expense of the Contractor, retained amounts or securities equivalent to the retained amounts may be deposited with the State Treasurer or a State or Federally chartered bank approved by the Agency as the escrow agent, who shall return such monies or securities to the Contractor upon satisfactory completion of the contract.

Securities eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, and standby letters of credit.

Any escrow agreement entered into and shall be substantially similar to the form "Escrow Agreement for Security Deposits" in lieu of retention as contained in Section 4590 of Chapter 13 of Division 5 Title 1 of the Government Code.

The following Subsection is hereby added to Section 9 of the Standard Specifications:

7-3.2.1 Final Pay Quantities. When the estimated quantities for a specific portion of the work are designed in the bid schedule by the letter (F) as final payment quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made unless the dimensions of said portions of the work shown on the Plans are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specified portion of the work shall be considered as approximate only, and no guarantee is made that the quantities which can be determined by computations is made based on the details and dimensions shown on the Plans will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

The following Subsection is hereby added to Section 9 of the Standard Specifications

7-3.2.2 Alternative Dispute Resolution. After submittal of the proposed final estimate to the Contractor, a meeting shall be held promptly between Contractor and Agency, attended by the individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of claims arising under or related to performance of the contract.

If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the claims, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"). If they have been unable to agree upon such appointment within 40 days from the initial meeting, the parties shall seek assistance in finding a mutually acceptable neutral. **If the parties are unable to agree on a neutral, either party may request that the presiding judge of the Superior Court which would have jurisdiction of the matter if a suit were filed, to appoint the neutral.** The fees of the neutral shall be shared equally by the parties.

In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and, if the parties are unable to agree on such matters within 20 days after the initial consultation with neutral, the procedure, time, and place for the ADR to be held will be decided by the neutral. Unless circumstances require otherwise, the ADR shall be held not later than 60 days after selection of the neutral.

The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration, or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

Subsection 7-3.3 Delivered Materials is hereby deleted and amended as follows

7-3.3 Delivered Materials. Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-4 PAYMENT FOR EXTRA WORK

Subsection 7-4.1 General is hereby deleted and replaced with the following:

7-4.1 General. When the cost for Extra Work cannot be agreed upon, payment for Extra Work by cost plus a differential for labor, materials and equipment shall be considered payment under force account basis. The labor, materials and equipment provided shall be subject to the approval of the Engineer and compensation will be determined as provided herein.

7-4.2 Basis of Establishing Costs.

Subsection 7-4.2.1 is hereby deleted and replaced with the following:

7-4.2.1 Labor. The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor or other forces will be the sum of the following:

7-4.2.1.1 Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation and similar purposes.

7-4.2.1.2 Labor Surcharge. To the actual wages, as defined in Section 7-4.2.1.1, will be added a labor surcharge set forth in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 7-4.2.1.1 and subsistence and travel allowance as specified in Section 7-4.2.1.3.

7-4.2.1.3 Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workmen.

Subsection 7-4.2.3 is hereby deleted and replaced with the following:

7-4.2.3 Tool and Equipment Rental.

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation Publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. When the tools and equipment are not in use, the Contractor may elect to

keep tools and equipment that are intermittently used on site at no expense to the Agency.

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

Operators of rented equipment will be paid for as provided in Section 7-4.2.1, "Labor."

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed when equipment is inoperative due to breakdowns.

7-4.2.3.1 Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own powers, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, less than 30 minutes of operation shall be considered to be 2 hour of operation.
2. When daily rates are listed, less than 4 hours of operation shall be considered to be 2 day of operation.

7-4.2.3.2 Equipment not on the Work. For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, or determined as provided in Section 7-4.2.3 and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

1. The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.
2. The Agency will pay the costs of loading and unloading such equipment.
3. The cost of transporting equipment in low-bed trailers shall not exceed the hourly rates charged by established haulers.
4. The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
5. The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Engineer directs the

Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<u>Hours Equipment is in Operation</u>	<u>Hours to be paid</u>
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.50
7.5	7.75
8.0	8.00

Over 8 Hours in Operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be 2 hour of operation.

When daily rates are listed, payment for 2 day will be made if the equipment is not used. If the equipment is used, payment will be made for 1 day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than 1 day.

6. Should the Contractor desire the return of the equipment to a location other than its original location, the Agency will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.
7. Payment for transporting, loading and unloading equipment, as provided above, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force-account basis.

When extra work, other than work specifically designated as extra work in the Plans and Specifications, is to be paid for on a force-account basis and the Engineer determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

1. The Engineer shall specifically approve the necessity for the use of particular equipment on such work.
2. The Contractor shall establish, to the satisfaction of the Engineer, that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.
3. The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.
4. The Engineer shall approve the equipment source and the equipment rental rate to be paid

by the Agency before the Contractor begins work involving the use of said equipment.

7-4.2.3.3 Owner-Operated Equipment. When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 7-4.2.3, "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project or, in the absence of such other workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 7-4.2.1, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for the equipment rental and labor as provided in Section 7-4.3.1 "Work by Contractor."

7-4.3 Markup.

The text of Subsection 7-4.3 is hereby deleted and replaced with the following:

- (a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profits, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 7-4.2.1.1 and 7-4.2.1.2, "Materials," and 7-4.2.1.3, "Equipment Rental."

Labor	20
Materials	15
Equipment Rental	15
Other Items and Expenditures	15

To the sum of the costs and mark-ups provided for in this subsection, 1 percent shall be added as compensation for bonding.

- (b) Work by Subcontractor. When all or any part of the extra work is performed by a subcontractor, the mark-up established in Subsection 7-4.3(a) shall be applied to the subcontractor=s actual cost of such work, to which a mark-up of 10 percent on the first \$2,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

SPECIAL PROVISIONS
PART 2
CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIAL

200-2 UNTREATED BASE MATERIALS

200-2.1 General.

Untreated base material shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements.

The minimum R-value requirement will not be waived.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements.

201-1.1.1 General.

The same brand type, source of cement, and aggregate shall be used for all Portland cement concrete per the approved submittal.

Fly ash shall not be used.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT

203-3.4.5 Polymer Modified Emulsion.

Subsection 203-3.4.5 Polymer Modified Emulsion is hereby amended by adding hereto the following paragraphs:

Asphalt emulsions shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. Polymer modified asphalt emulsions shall also contain a polymer.

The asphalt emulsion shall be homogeneous. Within 30 days after delivery and provided separation has not been caused by freezing, the asphalt emulsion shall be homogeneous after thorough mixing. The polymer used in the manufacture of polymer modified asphaltic emulsion shall be, at the option of the Contractor, either neoprene, ethylene vinyl acetate, or a blend of butadiene and styrene.

The emulsion supplier shall certify that the asphalt residue contains at least 2.5 percent polymer (dry weight) and that the polymer has either been added as a solid polymer to the base asphalt, or has been added in the form of a latex at the time of emulsion manufacture.

Polymer modified emulsified asphalt shall be kept in a suspended state by an agitating mixer operated every 3 days.

Test Reports and Certification. A certification of compliance shall be provided at least 48 hours prior to delivery of emulsion to the project. The testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer. Tests performed shall provide values corresponding to all parameters set forth in the table of requirements for the materials specified. Test reports and certifications will be furnished in accordance with SSPWC section 203-1.3

203-5 SLURRY SEAL

Subsection 203-5 SLURRY SEAL is amended by adding thereto the following paragraphs:

203-5.1 General.

Slurry seal shall be emulsion-aggregate slurry (EAS) Type II with 2% latex per SSPWC Section 203-5 as specified on the construction plans.

203-5.4 Emulsion-Aggregate Slurry (EAS).

203-5.4.2 Materials.

Materials shall conform to Subsection 203-5 of the Standard Specifications, except as modified herein.

Emulsion-aggregate slurry shall be quick set polymer modified, PMCQS-1h.

The amount and type of accelerator or retardant used shall be approved by the Engineer, and shall provide for curing sufficiently to support traffic within 2 hours.

Prior to the time of delivery of each shipment of asphalt emulsion, the Contractor shall deliver to the AGENCY certified copies of the test report for that emulsion. The test report shall indicate the name of the vendor, type and grade of asphalt emulsion, date and point of proposed delivery, quantity, purchase order number, and results of the specified tests. The test report shall be signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the standard specifications and is compatible with the proposed aggregate. Testing shall be accomplished by an accredited materials testing laboratory approved by the Engineer.

Prior to a change of emulsion, Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

Contractor shall schedule and coordinate the delivery of aggregate to the stockpile(s) such that: (1) deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day, (2) delivery site and project name are explicitly stated on each delivery ticket, (3) successive deliveries on the same calendar day show the cumulative total for that day, (4) copies of all delivery tickets are delivered to the Engineer before the end of the working day, whereas any delivery tickets not so delivered may be rejected by the Engineer. Any deviation from this process must have the prior approval of the Engineer.

203-5.6.2 Materials.

The ingredients of the slurry shall conform to the following:

Tire rubber modified emulsified asphalt shall be cationic quick-set type CQS-1h TR and contain 2% latex by weight of the emulsified asphalt.

The quick-set type shall be cationic unless otherwise specified and shall conform to the requirements of CQS-1h of 203-1.3, Test Reports and Certification, to the following specifications when tested according to appropriate ASTM Methods Table 203-3.4.3.

The additives for quick and slow-setting emulsion and the asphalt modifier shall be a type approved by the Engineer. The Amount of additive and asphalt modifier to be included in the quickset slurry

shall be the amount necessary to ensure that the applied slurry can support vehicular traffic within 60 minutes after the last application.

Water shall be potable and compatible with the other ingredients of the slurry.

The Contractor shall provide an aggregate stockpile 24 hours prior to starting the work.

Aggregate shall be rock dust or other mineral aggregates approved by the Engineer and shall conform to the requirements of Section 200. The aggregate without any additive shall conform to table 203-5.3.1 the following requirements:

TABLE 203-5.3.1		
TESTS	ASTM Test Method	Requirements
Percentage Wear 500 Revolutions ¹	C 131	40% Maximum
Sand Equivalent	C 2419	55% Minimum
Soundness (5 Cycles) ¹	C 88	15% Maximum

ASTM C 131 to be run on plus four graded material before final crushing.

203-5.3.2 Grading and 203-5.4.2.2 Emulsified Asphalt. The grading of the combined aggregate and the percentage of emulsified asphalt shall conform to the requirements indicated in Table 203-5.3.2 and Table 203-5.4.2.2

TABLE 203-5.3.2 and 203-5.4.2.2

Class	Percentage Passing Sieves					
	Type I		Type II		Type III	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max.
3/8 in (9.5 mm)	100	---	100	---	100	---
No. 4 (4.74 mm)	100	---	90	100	70	90
No. 8 (2.36 mm)	90	100	65	90	45	70
No. 16 (1.18 mm)	65	90	45	70	28	50
No. 30 (600 μ m)	40	60	30	50	19	34
No. 50 (300 μ m)	25	42	18	36	12	25
No. 100 (150 μ m)	15	30	10	24	7	18
No. 200 (75 μ m)	10	20	5	15	5	15
Emulsified Asphalt %, by weight of dry aggregate	17	20	14	18	11	15
Residual Asphalt % of Dry Aggregate Weight	10 min		7.5 min		6.5 min	

Emulsified asphalt % of dry aggregate weight must meet residual asphalt requirement.
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Slurry Seal shall conform to SSPWC Section 203-5.2 Mix Design

203-6 ASPHALT CONCRETE

203-6.1 General.

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade C2-PG 64-10.

203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

Subsection 203-11 ASPHALT RUBBER HOT MIX is amended by adding thereto the following paragraphs:

203-11.1 General.

203-11.2 Materials.

Contractor shall maintain a minimum quality control plans as follows:

Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.

Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

A copy of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM).

The first paragraph of Subsection 203-11.2.3.1 General is hereby deleted and replaced with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated

entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3.1(B) is hereby deleted.

The sixth (last) paragraph of Subsection 203-11.2.3.1 is hereby deleted.

203-11.2.4 Aggregate.

The text of Subsection 203-11.2.4 is hereby deleted and replaced with the following:

The aggregate for ARHM shall conform to the "quality requirements" for asphalt concrete Type A as specified in Caltrans Standard Specifications.

All aggregate used for ARHM shall be crushed aggregate.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

203-11.3 Composition and Grading.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3, including the $\frac{3}{4}$ " sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the $\frac{1}{2}$ " sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

203-11.4 Mixing Asphalt and CRM.

Subsection 203-11.4 Mixing Asphalt and CRM is amended by adding thereto the following paragraphs:

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

Temperature of stored asphalt cement material at time of loading
Time at which the reaction tank is fully loaded
Tons of asphalt rubber added to the tank for the batch
Total asphalt rubber in the tank after loading
The beginning time of reaction (Fully loaded and above 375° F)
Binder temperature at time of sampling

Temperature of tested material
Viscosity reading
Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item C) of 203-11.5:

Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt rubber is in any stage of production. Seven days before production of asphalt rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after

use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt rubber shall be terminated if this procedure is not followed and will not be restarted until Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

SECTION 211 - MATERIAL TESTS

211-4 HAND HELD VISCOMETER TEST.

211-4.2 Calibration

The second and third sentences are hereby deleted and replaced with the following:

In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder (after heating), discontinue stirring the binder and immediately insert the spindle back into the center of the binder. While holding the viscometer level, turn the spindle on and watch the needle on the viscometer dial and record the maximum value obtained on the dial.

SPECIAL PROVISIONS

PART 3

CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Unclassified. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps, unless separately designated.

300-2.1.1 Requirements.

Subsection 300-2.1.1 Requirements is hereby added to Section 300 of the Standard Specifications as follows:

Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either

parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

“Concrete Pavement. Concrete pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 3 inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat straight lines for the purpose of removing the damaged pavement areas.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby amended as follows:

Payment for unclassified excavation performed as part of the work for “remove and construct” bid items, including removal of extra AC thickness shall be paid for as part of the work for that item, and no additional compensation will be allowed.

SECTION 301 - SUBGRADE PREPARATION, TREATED MATERIALS AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction.

The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material, the top 6 inches (150 mm) of subgrade material shall be compacted to a relative compaction of 95 percent. When base or subbase material, curb, gutter alley pavement, driveways, or sidewalk are to be placed on the subgrade material, the top 6 inches (150 mm) of such subgrade material shall be compacted to a relative compaction of 90 percent.

After compaction and trimming, the subgrade shall be firm, hard, and unyielding.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING

Subsections 302-4.3 Continuous Flow Mixers, 302-4.6.2 (EAS) and 302-4.7.2 (REAS) Mixing are amended thereto by adding the following sections:

302-4.3.1 General.

The slurry mixer shall be a multiblade or spiral continuous-flow in good working condition capable of accurately delivering a predetermined proportion of aggregate, water, emulsion, additive and asphalt modifier to the mixer and of discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quantity of water in liters (gallons) used in each load of slurry and a separate metering device or equivalent which meets the approval of the Engineer to measure the quantity of emulsified asphalt used in each load of slurry.

The mixing shall be performed by a continuous-flow mixer. All aggregate particles will be uniformly saturated and coated with asphalt.

The spreader box shall be equipped with flexible material in contact with the pavement and shall be maintained so as to prevent loss of slurry. It shall be adjustable to ensure a uniform controlled spread and be equipped with a mechanical or hydraulic type horizontal shifting device.

Subsections 302-4.6.4 Aggregate Application Rate and 302-4.7.6 Application Rate are amended thereto by adding the following sections:

302-4.6.4.1 General.

The work shall consist of mixing asphaltic emulsion, aggregate, additive, and water and spreading the mixture on the pavement where shown on the Plans. Type I, Type II and Type III slurry shall be applied at the application rate shown in SSPWC (Greenbook 2018) Table 302-4.6.4.1

In addition, an Extra Long Ton of slurry is made up of 907 kg (2000 pounds) of dry aggregate plus emulsified asphalt,

accelerator or retardant, and water. Quantities and application rate shall be approved by the Engineer. When the Engineer determined that the application rate does not conform to the requirements, the Contractor shall take immediate corrective action as specified in SSPWC Section 302-4.6.4.2, Corrective Action (Greenbook 2018). When the rate is less than the minimum amount required, the Contractor shall reapply additional slurry seal to the nonconforming area to meet the requirements. When the rates exceed the maximum specified Table 302-4.6.4.1, the material shall be removed and replaced, or be left in place at no additional cost to the Agency, as determined by the engineer.

302-4.7.6 Application Rate.

The aggregate application rate of REAS mixed on the Work site in a continuous-flow mixer shall conform to the requirements shown in Table 302-4.7.6.1 SSPWC (Greenbook 2018) and central mixing plant shall conform to the requirements shown in Table 302-4.7.6.2 SSPWC (Greenbook 2018). When the Engineer determined that the application rate does not conform to the requirements, the Contractor shall take immediate corrective action as specified in SSPWC Section 302-4.7.6.3, Corrective Action (Greenbook 2018). When the rate is less than the minimum amount required, the Contractor shall reapply additional REAS to the nonconforming area to meet the requirements. When the rates exceed the maximum specified Table 302-4.7.6.1 (Work Site) or 302-4.7.6.2 (Central Mixing), the material shall be removed and replaced, or be left in place at no additional cost to the Agency, as determined by the engineer.

302-4.8 Spreading and Application.

Subsection 302-4.8 Spreading and Application is hereby amended thereto by adding the following paragraphs:

The sites for stockpiling and batching materials shall be clean and free from objectionable materials. Arrangements for these sites shall be the responsibility of the Contractor.

Hand squeegees and other hand equipment shall be provided to remove spillage and spread slurry in areas inaccessible to the spreader box.

The Contractor shall have two fully operational mixers for use at the project site at all times. These mixers shall be available for inspection by the Agency at least 48 hours prior to commencing work.

Slurry shall not be applied when the atmospheric temperature is less than 50°F (10°C) and falling, per SSPWC Section 302-4.6.3 (Greenbook 2018). The maximum speed of the slurry machine shall not exceed 80 meters per minute (270 feet per minute).

The application of slurry shall not commence until after 7:00 a.m. and the slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The streets to be sealed shall be closed from the time the application begins until the Engineer determines the mixture has achieved sufficient set to be opened to traffic.

Prior to applying slurry, the surface to be sealed shall be cleaned by the Contractor unless otherwise specified. Immediately ahead of the mixer, the pavement shall be prewetted by a pressure water distribution system equipped with a fog-type spray bar which will completely fog the surface of the pavement. The need for application and the rate of application will be determined by the Engineer.

Evidence of solidification of the asphalt, balling or lumping of the aggregates, or the presence of uncoated aggregate will be cause for rejection of the slurry.

Slurry shall be applied in such a manner that no ridges shall remain.

The Contractor shall prevent slurry from being deposited on other than asphalt concrete surfaces and shall remove slurry from surfaces not designated to be sealed at no cost to the Agency. The method of slurry removal shall be approved by the Engineer.

At the direction of the Engineer, the Contractor shall repair and reseal all areas of the streets which have not been sealed properly or completely, at no cost to the Agency.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the Engineer.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General.

Subsection 302-5.1 General is hereby amended thereto by adding the following paragraphs:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

302-5.1.1 Preparation Crack Treatment.

Subsection 302-5.1.1 Preparation Crack Treatment is hereby amended thereto by adding the following:

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area, a pavement block, exceeding 4 feet in minimum dimension. Such pavement area is defined by the cracks forming its perimeter. If asphalt concrete pavement is being constructed directly upon an existing asphalt concrete pavement: 1) Contractor shall spray all weeds in cracks with an approved herbicide, such as brand Roundup, a minimum of 1 week prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be cleaned, tacked and filled with temporary 3/8" (cutback) asphalt concrete compacted level with the top of the existing pavement; 3) all cracks and holes with weeds shall be routed clear to a depth of one-inch; 4) All cracks and joints 1/4 inch or greater in width shall be blown clear with high pressure air; and 5) all singular cracks and joints shall be filled with Crafcro Polyflex Type III or equal. Crack and joint filling shall utilize a banding type applicator (Crack banding machine or equivalent) or a "shoe" attachment on a wand, capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch. Thickness shall not exceed 5/32-inch, but if so, crackfiller shall be reheated and replaned to the specified thickness by a method approved by the Engineer.

To ensure awareness of the specification by crackfill crew, the foreman on the crackfill work shall fill out the following certificate, have the certificate at the site of the work, and present the certificate to the inspector on request.

CRACKFILL CREW - CERTIFICATE OF PROCEDURES

No work shall begin without this certificate on site, signed by the foreman.

As the on-site supervisor of the crackfill crew, I hereby certify that I am aware of and will provide for proper labor and equipment for the work as specified: "capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch thick."

I also certify that I have verified that the crackfill material is the same material shown on the Certification of Compliance, or is the precise product identified in the specifications: Crafc0 Polyflex Type III

Print Name:

Signed

Date

All crack preparation shall be performed after cold milling, and cracks in cold milled areas.

Engineer shall be notified in writing 24 to 48 hours prior to performing crack filling.

Contractor shall seal the largest singular cracks in the quantity specified below for each street segment listed herein respectively, within 15 percent above or below that amount. Quantities more than 15 percent above the amounts shown will not be paid without written authorization from the Engineer. Actual lineal footage sealed will be paid at the bid item price, subject to these provisions.

STREET	LIMITS	TOT. CRK LG
	TOTAL	

302-5.4 Tack Coat.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 50° F in the shade. Whenever pavement surface temperatures exceed 120, a small test section shall be applied approximately 30 feet in length to gauge setup time for the tack to not stick to truck tires. The setup time shall be recorded. Paving, material delivery

and tack coat placement must be coordinated and scheduled to provide that tack is setup before placing trucks on the tacked area. Pavement surface temperatures shall be monitored and additional test sections shall be performed to revise the paving operation as conditions change. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

On all vertical joins of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be backed is below 60° F in the shade.

Tack coat shall not be applied until preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the overlay as permitted by the Engineer. Tack coat shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the tack coat. Residue of tack coat material shall be removed from curb faces by sandblasting to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of paving asphalt are traced onto existing adjacent pavements, the contractor shall clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense.

302-5.5 Distribution and Spreading.

Contractor shall provide 20-foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

The asphalt concrete as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump trucks are not allowed.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 181 tonne (200 tons) per hour, regardless of thickness.

302-5.7 Joints.

Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.8 Manholes (and Other Structures).

Reference Section 403-3 MANHOLE ADJUSTMENT AND RECONSTRUCTION of the SSPWC 2018 Edition.

302-5.9 Measurement and Payment.

Costs of all work under 302-5.1.1, Preparation shall be included in the tonnage bid price for overlay pavement material, except as otherwise specified or where a bid item is provided for such payment.

Compensation to provide all of the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the bid item price for AC or ARHM material.

302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Subsection 302-9.1 General is hereby amended thereto by adding the following paragraphs:

Contractor's attention is directed to SSPWC 2018, Subsection 403 MANHOLE ADJUSTMENT AND RECONSTRUCTION for requirements for patching manholes and miscellaneous, frames and covers in ARHM pavements.

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter onto areas that are accepted as completed for cold milling

302-9.3 Distribution and Spreading.

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 290 degrees Fahrenheit (143 degrees Celsius).

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joins without casting material. Screed controls shall be the predominant means of controlling material at joins. In areas where paving machines can not be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

302-9.4 Rolling.

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 290 degrees F (143 degrees C), due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

302-9.4.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.4.1.

The field density of compacted ARHM shall be determined by:

- 1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.5.1, in the field designed to measure the density of pavement of the thickness being constructed; or
- 2) Core with density determined as follows:
 - a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.
 - b) Clean and dry the sample as described in ASTM 1188.
 - c) Perform California DOT Test 308 Method A step a.
 - d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:

 $G = \text{Mass in grams of level sealed paraffin-treated specimen in air.}$
 - e) Perform 308A b., 308A c., and 308A d on the sample from D) above.
 - f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

$$= \frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 290 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria are not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.5.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if Contractor disagrees with City's test results.

TABLE 302-9.5.1A REDUCED COMPENSATION FACTORS			
Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075

94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.4.2 Compaction Payment Reductions.

Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.5.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.5.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.7 Rock Dust Blotter.

Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

Subsection 303-5.1 is hereby amended thereto by adding the following paragraphs:.

303-5.1.1 General.

Concrete areas behind sidewalks, driveways and right-of-way shall be considered as walks. The Contractor shall protect all new concrete installations from damage by others (subcontractors or the general public such as, blemishes, water stains, stress cracks, graffiti markings, etc.). The removal and replacement of damaged concrete work shall be performed and no additional cost to the Agency (City).

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal, unless otherwise noted. Color shall be dark gray or City select.

Payment of detectable warning surface shall be included in the unit price bid for removal and construction of new curb ramps per SPPWC Standard Plan No. 111-5.

Payment for modification of existing curb ramp shall include the removal and replacement of existing PCC ramp approach including chevron area, and installation of detectable warning surface per SPPWC Standard Plan No. 111-5 and no additional payment thereof.

SECTION 313 – PORTABLE CHANGEABLE MESSAGE SIGN

The following section is hereby added to the Standard Specifications:

1. Portable changeable message sign shall be solar powered with auxiliary gasoline power.
2. Each portable changeable message sign unit shall consist of a controller unit, a power supply and a structural support system, all mounted on a trailer. The unit shall be assembled to form a complete self-contained portable changeable message sign which can be delivered to the site of the work and placed in immediate operation. The complete message sign unit shall be capable of operating in an ambient air temperature range of -4°F to 158°F and shall not be affected by unauthorized mobile radio transmissions. The trailer shall be equipped so that it can be leveled and plumbed.
3. The message displayed on the sign shall be visible from a distance of 1,500 feet and shall be legible from a distance of 750 feet, at noon on a cloudless day, by persons with vision of or corrected to 20/20. The sign panel shall be 3-line matrix and shall display not less than 7 characters per line. Sign messages to be displayed shall be as approved by the Engineer.
4. The sign face shall be flat black and shall be protected from glare of the sun by a method which does not interfere with the clarity of the sign message. The sign shall be raised and lowered by means of a power driven lifting mechanism.
5. The matrix sign shall be capable of complete alphanumeric selection.
6. Lamp matrix type signs shall be equipped with an automatic dimming operational mode that automatically compensates for the influence of a temporary light source or other abnormal lighting conditions. The sign shall have manual dimming operation modes of 3 or more different lamp intensities.
7. Matrix signs not utilizing lamps shall be either internally or externally illuminated at night.
8. The controller shall be an all solid-state unit containing all the necessary circuitry for the storage of at least 5 preprogrammed messages. The controller shall be installed in a location allowing the operator to perform all functions from one position. A keyboard entry system shall be provided to allow an operator to

generate an infinite number of additional messages over the preprogrammed stored messages. The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller.

9. The controller shall contain a nonvolatile memory to hold the keyboard created messages in memory during periods when the power is not activated. The controller shall provide for a variable message display rate which allows the operator to match the information display to the speed of the approaching traffic. The flashing off time shall be operator adjustable within the control cabinet.
10. Full operation height shall be with the bottom of the sign at least 7 feet above the ground and the top no more than 14.5 feet above the ground.
11. Changeable message sign shall be placed at project limits at least 30 days prior to commencement of street work or as directed by the Engineer.
12. After initial placement, portable changeable message signs shall be moved from location to location as directed by the Engineer.

Payment for portable changeable message sign shall be included in other items of bid and no additional payment will be allowed thereof.

SPECIAL PROVISIONS

PART 4

EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL

Subsection 400-1 GENERAL paragraph three (3) is hereby deleted and amended thereto by the following paragraph:

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall conform to 701-2. Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

400-2 PERMANENT SURVEY MARKERS

Subsection 400-2 PERMANENT SURVEY MARKERS paragraph two (2) is hereby deleted and amended thereto by the following paragraph(s):

The Contractor shall submit to the Engineer a minimum of seven (7) days prior to the start of Work a list of controlling survey monuments which may be disturbed. The Contractor shall bear the expense of replacing any survey monuments that may be disturbed without permission. Payment of preservation and replacement of survey monuments shall be made per Subsections 3-10.2 Survey Service, 309-4 Payment and 400-3 Payment. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil engineer authorized to practice land surveying within the state. The Contractor will hire a licensed Engineer to:

- a) Set survey points outside the affected work area that reference and locate each controlling survey monument that may be disturbed,
- b) File a Corner Record or Record Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments, and

- c) File a Corner Record or Record Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

400-3 PAYMENT

Subsection 400-3 PAYMENT first paragraph is hereby deleted and amended thereto by the following paragraph:

No separate or additional payment will be made for 1) protection of existing improvements, and 2) restoration of existing improvements. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the bid. Permanent survey markers will be restored at the Contractor own expense.

SECTION 402 – UTILITIES

402-1 LOCATION

Subsection 402-1.1 General paragraph one (1), only, is hereby deleted and amended thereto by the following paragraph:

402-1.1 General. Known utilities and their respective owners are shown on the Plans or specified in the Special Provisions. Where underground utilities are shown on the Plans, the Contractor shall assume every property parcel will be served by a connection for each type of utility. The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all utilities and substructures as set forth in the General Specifications.

402-4 RELOCATION

Subsection 402-4 RELOCATION the second sentence of the fourth paragraph is hereby deleted and amended thereto by the following sentence:

When not otherwise required by the Plans and Specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction.

402-5 DELAY DUE TO UTILITY CONFLICTS

Subsection 402-5 DELAY DUE TO UTILITY CONFLICTS the second paragraph is hereby deleted and amended thereto by the following two (2) paragraphs:

The Contractor will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted and completed in accordance with Subsection 402-1. The Contractor shall ascertain further detailed information to coordinate his work to this effect.

All notification of utility companies shall be by the Engineer based on Contractor's request as submitted to the Engineer at least 24 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect, except for the utility company not responding at their agreed time.

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Subsections 403-1 is hereby amended by adding thereto to Section 403 of the Standard Specifications as follows:

403-1.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

403-1.2 Adjustment of Los Angeles County Sanitation District Manhole Frame and Cover Sets to Grade.

Los Angeles County Sanitation District manhole frames and covers shall be set to finish grade as follows:

1. Contractor shall notify the District's Superintendent of Maintenance, (310) 638-1161 or (310) 774-7272, 48 hours

prior to commencement of any work in the area of the manhole.

2. If grade over manhole is to be lowered:

- a. Contractor shall furnish and deliver a temporary steel cover plate of thickness and size approved by the District for said manhole.
- b. Contractor shall excavate around the manholes to a depth and distance outside of the manhole as required by the District for said manhole.
- c. District shall remove the existing manhole frame and cover, and any interfering portion of the manhole shaft, and shall place the steel cover plate over the manhole.
- d. Contractor shall store and protect frame and cover for later installation by the District and shall fill and/or pave over the steel plate to final grade.
- e. Contractor shall remove paving and/or fill as necessary to permit the District to raise manhole to final grade. (Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)

(Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)

- f. District personnel shall raise manhole and set frame and cover to grade.
- g. Contractor shall place and compact the backfill and pavement as necessary to complete the work.

3. If grade over manhole is to be raised:

- a. Contractor shall fill and/or pave directly over frame and cover to final grade.

- b. Steps (e) through (g) of 2 above shall be followed, except that if grade is to be raised more than 2 feet, the Contractor shall excavate around the manhole shaft under step (2) to a depth and diameter as necessary, for the District to remove and reconstruct manhole shaft with required taper and as specified by the District.

403-1.3 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Subsection 403-3 is amended by adding thereto the following paragraph:

Pavement patch material around all frame and covers shall conform to the finish pavement layer specifications; PG 64-10 Class C/D and/or ARHM GG-C/D.

403-5 PAYMENT

Subsection 403-5 is amended by adding thereto the following paragraph:

Adjustment of water valve and gas valve slip can type frame and covers to grade shall be the responsibility of the Contractor. Utility companies will be responsible for checking and ensuring that such frame and covers do slip properly, such that the Contractor can slip them to grade at time of paving. The exact number of such frames and covers may vary from the number shown on the plan, but it is the responsibility of the Contractor to survey the project. Contractor shall notify the Engineer at the earliest possible time after discovery if a frame and cover does not slip.

Payment for slipping valves to grade shall be included in the other item of work, and no additional payment will be made.

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

Subsection 404-2.2 Milling to a Specified Elevation is amended thereto by adding the following paragraph:

b) The straight edge grade along the edge of the cold plane area shall not deviate more than ¼-inch (6mm) below nor 1/8-inch (3mm) above the grade specified in the Plans or Specifications.

404-7 WORK SITE MAINTENANCE

Section 404-7 is amended thereto by adding the following paragraphs:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on the streets approved as completed for cold milling.

SPECIAL PROVISIONS
PART 6
TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL

Subsection 600-1 GENERAL is hereby amended thereto by adding the following paragraphs:

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

At least 7-working days prior to commencing work, the Contractor shall submit his final construction schedule to the Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

All work shall be scheduled so that all areas are open to traffic between 4p.m. and 8a.m. the following day.

Traffic shall be directed through the project with warning signs, cones and flagpersons in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work.

Subsection 601-3.4.1 Operation and Maintenance is hereby amended thereto by adding the following paragraph:

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by Agency forces shall be back charged to the Contractor based on the actual costs, plus Agency overhead and withheld from the final payment.

Subsection 601-3.5.1 General paragraph three (3) is hereby deleted and amended thereto by the following paragraph:

Temporary "No Parking" and "No Stopping" signs shall be installed at least forty-eight (48) hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provision. The temporary "No Parking" and "No Stopping" signs shall be placed no more than 250 feet apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Standard Plans, and Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for all signing and striping work, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be

sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump-sum price bid for all signing and striping work, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be paint three (3) coats, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings within the project limits as noted on the plans.

84-2.02C Paint. Traffic striping shall be paint including crosswalks, arrows and other pavement legends. Paint shall be ready-mixed rapid dry type.

Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.03C Application of Stripes and Markings.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in three (3) coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

The third coat of paint shall be applied no less than 24 hours from application of the second coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump-sum price bid for all signing and striping work, and no additional compensation will be allowed.

SPECIAL PROVISIONS

ELECTRICAL WORK AND SYSTEMS

All equipment, materials, and components for traffic signal loop replacement and electrical work shall conform to the 2018 Caltrans Revised Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 86 – GENERAL

86-1.01 General.

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City

may do the work and the Contractor and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

All striping, pavement markings, and signing shall be in place prior to vehicle detector installation.

87-1.03F Conductors and Cable Installations.

87-1.03F(2) Cables.

87-1.03F(2)(c) Copper Cables.

87-1.02F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3) Conductors..

87-1.03F(3)(c) Copper Conductors.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

87-1.03V Detectors.

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

PAYMENT

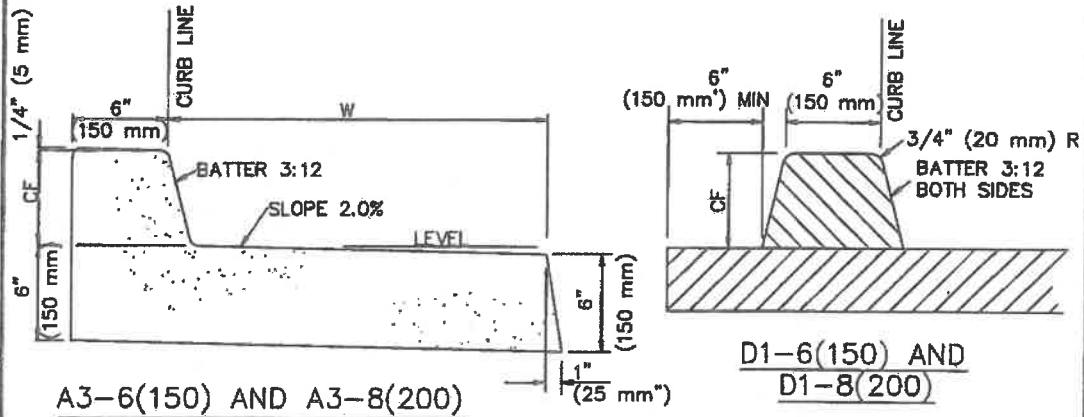
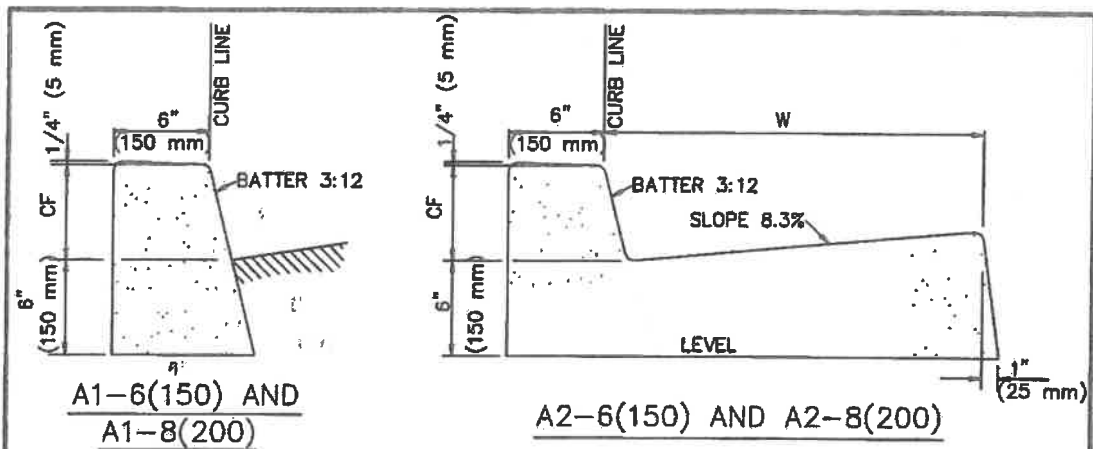
Payment for traffic signal loop detectors shall be included in the price bid for each inductive loop as shown on the Plans, and no additional compensation will be allowed.

APPENDIX

STANDARD PLANS

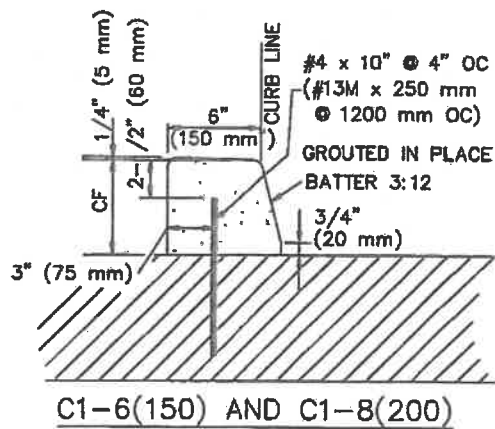


PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.



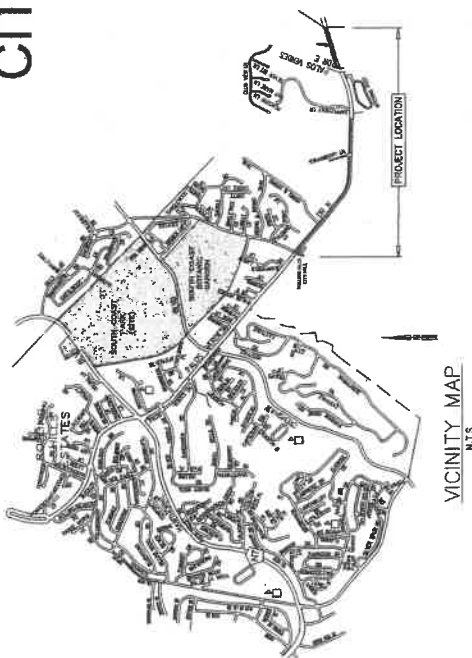
NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION		
<small> PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1988, 2009 </small>	CURB AND GUTTER - BARRIER	STANDARD PLAN 120-2
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION		SHEET 1 OF 1

FOR
RESURFACING PROJECT ON
PALOS VERDES DRIVE NORTH
FY 2019-2020



SHEET INDEX	SHEET NO.	DESCRIPTION
		TITLE SHEET
SHEET NO. 1		TYPICAL SECTIONS AND DETAILS
SHEET NO. 2		STREET RESURFACING ON ROLLING HILLS DRIVE NORTH BETWEEN ROLLING HILLS ROAD TO SUMMITWAY LANE STA 16+00 TO 25+00
SHEET NO. 3		STREET RESURFACING ON ROLLING HILLS DRIVE NORTH BETWEEN ROLLING HILLS ROAD TO SUMMITWAY LANE STA 25+00 TO 42+00
SHEET NO. 4		STREET RESURFACING ON ROLLING HILLS DRIVE NORTH BETWEEN ROLLING HILLS ROAD TO SUMMITWAY LANE STA 42+00 TO 45+00
SHEET NO. 5		STREET RESURFACING ON ROLLING HILLS DRIVE NORTH BETWEEN PALMS VERTICES DRIVE EAST TO CITY LIMITS STA
SHEET NO. 6		STREET RESURFACING ON ROLLING HILLS DRIVE NORTH BETWEEN PALMS VERTICES DRIVE EAST TO CITY LIMITS STA
SHEET NO. 7		STREET RESURFACING ON ROLLING HILLS DRIVE NORTH BETWEEN PALMS VERTICES DRIVE EAST TO CITY LIMITS STA
SHEET NO. 8		RESURFACING PLAN ON PORTUGUESE BEARD ROAD UP TO PORTUGUESE BEARD ROAD
SHEET NO. 9		RESURFACING PLAN ON ROLLING HILLS CITY HALL PARKING LOT 2 PORTUGUESE BEARD ROAD
		STRIPPING PLAN
SHEET NO. 10		SIGNING, STRIPPING AND LOOP REPLACEMENT PLAN PALMS VERTICES DRIVE NORTH - FROM ROLLING HILLS ROAD TO PORTUGUESE BEARD ROAD
SHEET NO. 11		SIGNING, STRIPPING AND LOOP REPLACEMENT PLAN PORTUGUESE BEARD ROAD - FROM ROLLING HILLS ROAD TO 25+00
SHEET NO. 12		SIGNING, STRIPPING AND LOOP REPLACEMENT PLAN ROLLING HILLS DRIVE NORTH - FROM 16+00 TO 42+00
SHEET NO. 13		SIGNING, STRIPPING AND LOOP REPLACEMENT PLAN PALMS VERTICES DRIVE NORTH - FROM STA 42+00 TO CITY LIMITS
SHEET NO. 14		SIGNING, STRIPPING AND LOOP REPLACEMENT PLAN PALMS VERTICES DRIVE NORTH - FROM PALMS VERTICES DRIVE EAST TO STA 49+00
SHEET NO. 15		SIGNING AND STRIPPING PLAN PALMS VERTICES DRIVE NORTH - FROM STA 49+00 TO CITY LIMIT

[illegible]

CLASSES PREPARED BY: **WILLDAN** | **winning your future**
 Engineering | **PROFESSIONAL**
 10011 Rockwood Parkway North
 Suite 100 • Dallas, TX 75243
 214-343-3449
 UNDER THE SUPERVISION OF:
Ray C. Gagliardi
 4-20-2010

BENCH MARK: NONE

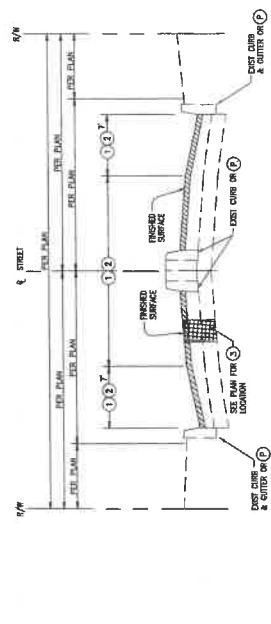
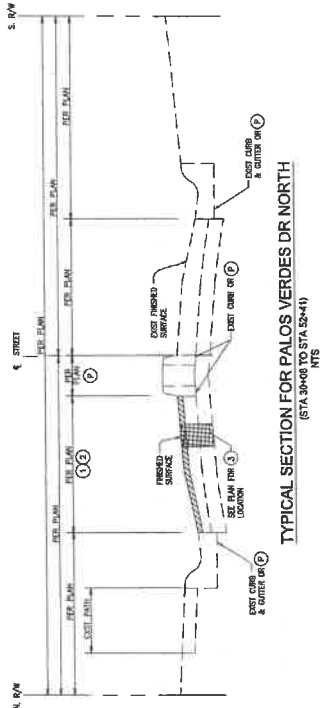
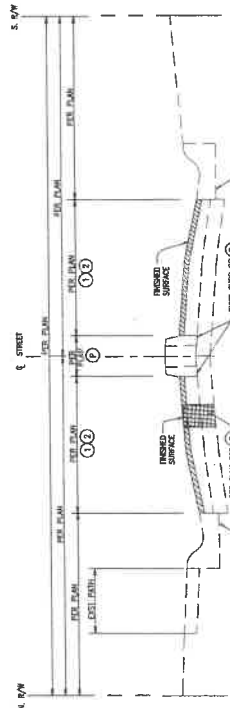
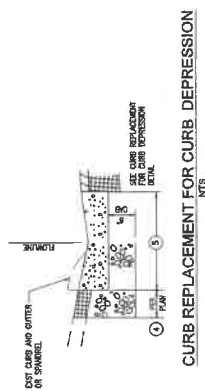
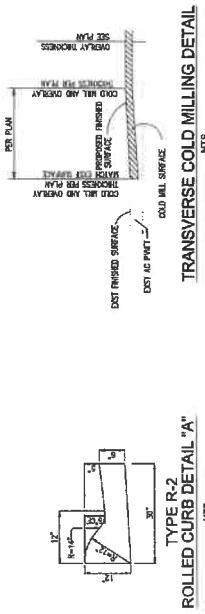
RAYMUND D. GAGLIARDI, REG. NO. 00324 Date:



CONSTRUCTION NOTES

1. COLD MILL EXISTING ASPHALT CONCRETE PREPARED PER TABLE ON SHEET 2.
2. CONSTRUCT ASPHALT RUMBLE MAT (ARM) OVERLAY PER TABLE ON SHEET 2.
3. REMOVE ALL A/C AND SUBGRADE BEFORE COLD MILLING AND OVERLAY.
4. 4-INCH THICK A/C MUST BE PLACED OVER 8-INCH COMPACTED FILL.
5. 8-INCH THICK A/C MUST BE PLACED OVER 4-INCH THICK A/C PREPARED OVER 8-INCH COMPACTED FILL.
6. REMOVE AND CONSTRUCT CURB AND GUTTER PER SPEC STD PLAN 100-2, TYPE 60-4, ON TO MATCH EXISTING.
7. REMOVE AND CONSTRUCT CURB PER SPEC STD PLAN 100-2 TO MATCH EXISTING.
8. REMOVE AND CONSTRUCT CURB RAMP PER SPEC STD PLAN 111-3, USE A, TYPE 1.
9. SLURRY SEAL, TYPE 1 WITH 2% LUMP.
10. ADJUST TO GRADE WITHIN 1/2" TYPICAL AND COVER.
11. REMOVE EXISTING ASPHALT AND SUBGRADE AND CONSTRUCT 8-INCH THICK A/C OVER 8-INCH COMPACTED FILL.
12. PROTECT IN PLACE.

STREET NAME	OVERLAY AND COLD MILL TABLE				PERMANENT RUMBLE SECTION	
	WIDENING	WIDENING	WIDENING	WIDENING	WIDENING	WIDENING
PALOS VERDES DRIVE NORTH	1.25	1.25	1.25	1.25	1.25	1.25
PALOS VERDES DRIVE SOUTH	1.25	1.25	1.25	1.25	1.25	1.25
PALOS VERDES DRIVE EAST	1.25	1.25	1.25	1.25	1.25	1.25
PALOS VERDES DRIVE WEST	1.25	1.25	1.25	1.25	1.25	1.25
PORTUGUESE BEND ROAD	1.25	1.25	1.25	1.25	1.25	1.25
ROLLING HILLS CITY HALL	1.25	1.25	1.25	1.25	1.25	1.25



REVISIONS		CITY OF ROLLING HILLS ESTATES	
NO.	DESCRIPTION	APP.	DATE

TYPICAL SECTIONS AND DETAILS
RESURFACING PROJECT
ON
PALOS VERDES DRIVE NORTH
FY 2019-2020

DESIGNED BY: JRP
CHECKED BY: JRP

PLANNING NO. 00
SHT. 2 OF 15 SHTS.

WILDMAN ENGINEERING
4420 N. 40TH ST.
SUITE 100
DENVER, CO 80221
TEL: 303.751.1111
WWW.WILDMANENGINEERING.COM

BENCH MARK: NONE

[illegible][illegible]

PLANS PREPARED BY:

WILLDAN
Engineering

13711 GASTRODOME AVENUE NORTH
SUITE 200
DALLAS, TEXAS 75244
(214) 396-4200 FAX (214) 396-4201

UNDER THE SUPERVISION OF
Rafael O. Casillas

4-22-2018

RAFAEL O. CASILLAS, RCE No. 060234, Dots



PLAN NO.

DRAWN BY: DD
DESIGNED BY: DD/

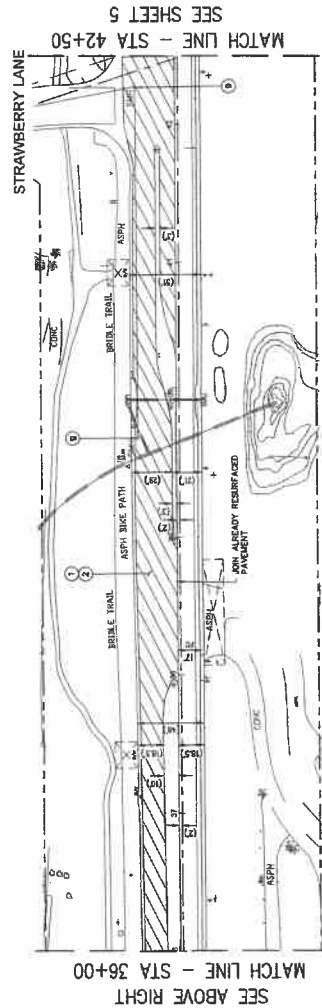
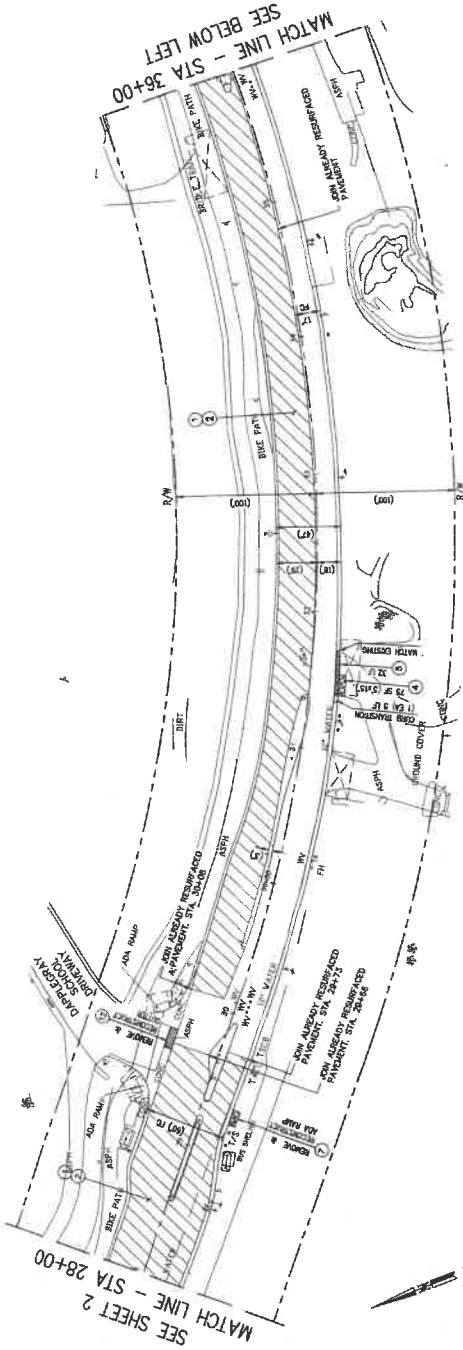
CONSTRUCTION NOTES

1. FILL ALL EXISTING/ADJACENT CONCRETE IMPEDING THE VALLEY ON SHEET 2.
2. CONSTRUCT ASPHALT PAVEMENT FOR VALLEY ON SHEET 2.
3. REMOVE 1.5' ASH AND STRIPPER BEDS, CURB WALLS AND OVERLAY AND CONSTRUCT 4-INCH THICK AC OVER 8-INCH COMPACTED A/E.
4. REMOVE EXISTING 4" PAVEMENT AND CONSTRUCT 4-INCH THICK AC PAVEMENT OVER 8-INCH COMPACTED A/E.
5. REMOVE AND CONSTRUCT CURB AND GUTTER FOR PER DETAIL ON SHEET 2.
6. REMOVE AND CONSTRUCT CURB AND GUTTER FOR PER DETAIL ON SHEET 2.
7. REMOVE AND CONSTRUCT CURB AND GUTTER FOR PER DETAIL ON SHEET 2.
8. REMOVE AND CONSTRUCT CURB AND GUTTER FOR PER DETAIL ON SHEET 2.
9. REMOVE AND CONSTRUCT CURB AND GUTTER FOR PER DETAIL ON SHEET 2.
10. REMOVE AND CONSTRUCT CURB AND GUTTER FOR PER DETAIL ON SHEET 2.
11. REMOVE EXISTING 4" ASH AND STRIPPER BEDS AND CONSTRUCT 8-INCH THICK AC OVER 8-INCH COMPACTED A/E.
12. REMOVE EXISTING 4" STRIPPER BEDS AND CONSTRUCT 8-INCH THICK OVERLAP SECTION TO NEAREST JOINT FOR SPIN 120-2.
13. CONSTRUCT CONCRETE AND COMPACTED A/E WITH A MINIMUM 2% CROSS SLOPE FOR VALLEY AND VALLEY AS NOTED.
14. REMOVE EXISTING 4" ASH AND STRIPPER BEDS AND CONSTRUCT 8-INCH THICK AC OVER 8-INCH COMPACTED A/E FOR SPIN 111-5.
15. PROTECT IN PLACE.

LEGEND



PALOS VERDES DRIVE NORTH



PALOS VERDES DRIVE NORTH



REVISIONS		APP.	DATE
NO.	DESCRIPTION		

CITY OF ROLLING HILLS ESTATES	
STREET RESURFACING	
ON	
PALOS VERDES DRIVE NORTH	
(ROLLING HILLS ROAD TO STRAWBERRY LANE)	
DESIGNED BY: DOJ	PLAN NO.
CHECKED BY: R/A	SHT. 4 OF 15 SHTS.



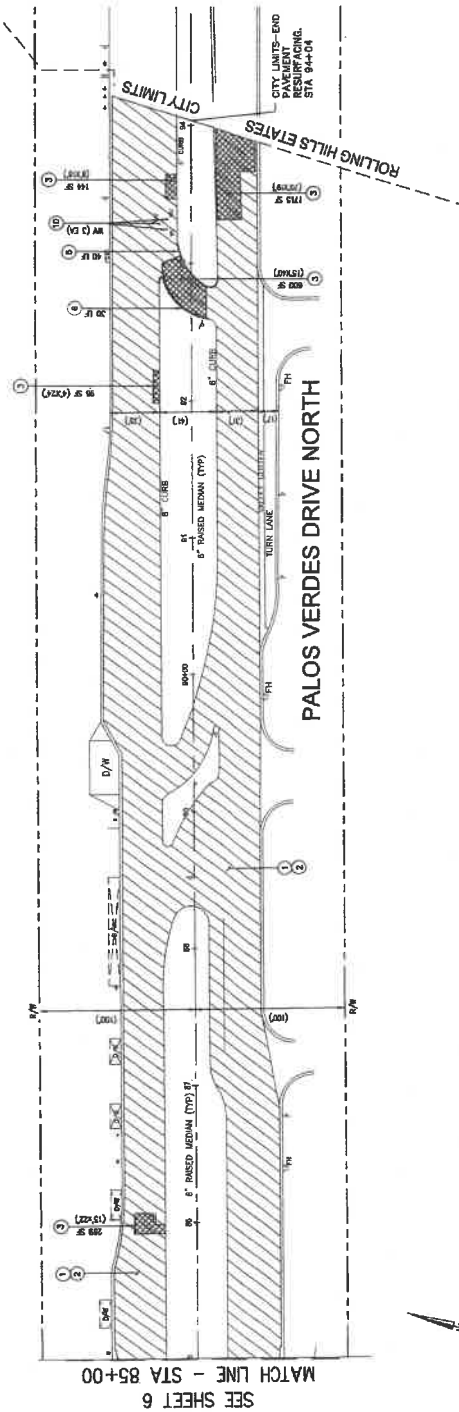
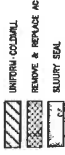
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NONE

7-25-73	RAFAEL Q. CASILLAS	RCE No. 68234	Date
---------	--------------------	---------------	------

CONSTRUCTION NOTES

- [illegible]

LEGEND



SCALE: 1"=40"

[illegible]

BENCH MARK:

NONE



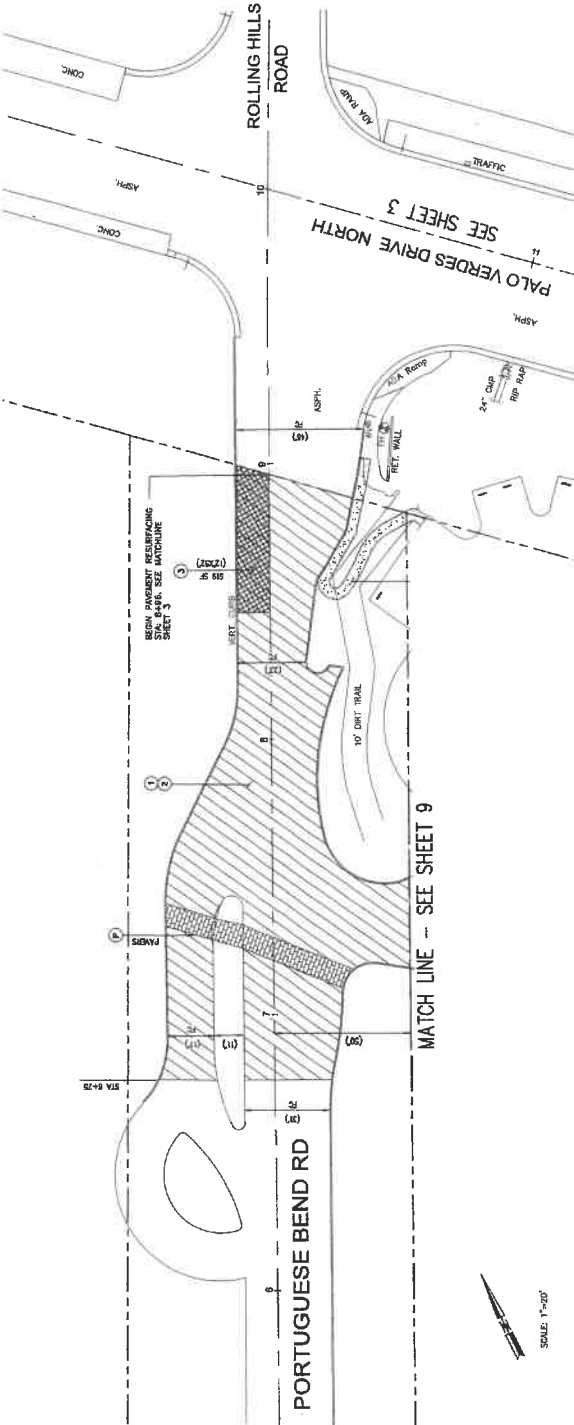
DRAWN BY: DD
DESIGNED BY: DD/
SHT. 7 OF 15 SHTS.

CONSTRUCTION NOTES

1. COLD HALL EXISTING ASPHALT CONCRETE PAVEMENT PER TABLE IN SHEET 2.
2. CONSTRUCT ASPHALT PAVEMENT FOR 14" (4-1/2") OVERLAY PER TABLE IN SHEET 1.
3. REMOVE 4" AS, ALL AND SUBGRADE BETWEEN COLD MILLING AND OVERLAY AND CONSTRUCT 4-1/2" THICK 1.5" OVER 4-1/2" COMPACTED AS.
4. REMOVE EXISTING 4" PAVEMENT AND CONSTRUCT 4-1/2" THICK AC PAVEMENT OVER COMPACTED WALE.
5. REMOVE AND CONSTRUCT CURB AND GUTTER PER SPCC STD PLAN 120-2, TYPE 42-4, OR 18 MATCH EXISTING.
6. REMOVE AND CONSTRUCT CURB PER SPCC STD PLAN 120-2 TO MATCH EXISTING.
7. REMOVE AND CONSTRUCT CURB SHAP PER SPCC STD PLAN 111.3, CASE A, TYPE 1.
8. SLURRY SEAL, TYPE 1 WITH 2% LIME.
9. ADJUST TO GRADE WATER VALVE FRAME AND COVER.
10. REMOVE EXISTING AC, ALL AND SUBGRADE AND CONSTRUCT 4-1/2" THICK AC OVER 4-1/2" COMPACTED AS.
11. PROTECT IN PLACE.

LEGEND

- UNIFORM COLDHALL
- REMOVE & REPLACE AC
- SURFACE SEAL



SCALE 1"=20'

REVISIONS		APP.	DATE
NO.	DESCRIPTION		

CITY OF ROLLING HILLS ESTATES	
STREET RESURFACING	
ON	
PALOS VERDES DRIVE NORTH	
PORTUGUESE BEND ROAD	
(PALO VERDES DRIVE NORTH TO CITY HALL ENTRANCE GATES)	
DRAWN BY: DO	PLAN NO.
DESIGNED BY: DO	
CHECKED BY: RS/A	
	SHT. 6 OF 16 SHTS.

WILDMAN
INCORPORATED
12111 WILDMAN DRIVE
SUITE 100
DALLAS, TEXAS 75244
(214) 416-1000
FAX (214) 416-1001
www.wildmaninc.com
R. J. WILDMAN, P.E.
432-5819
RAFAEL G. GARCIA, INC. No. 18024 DMT



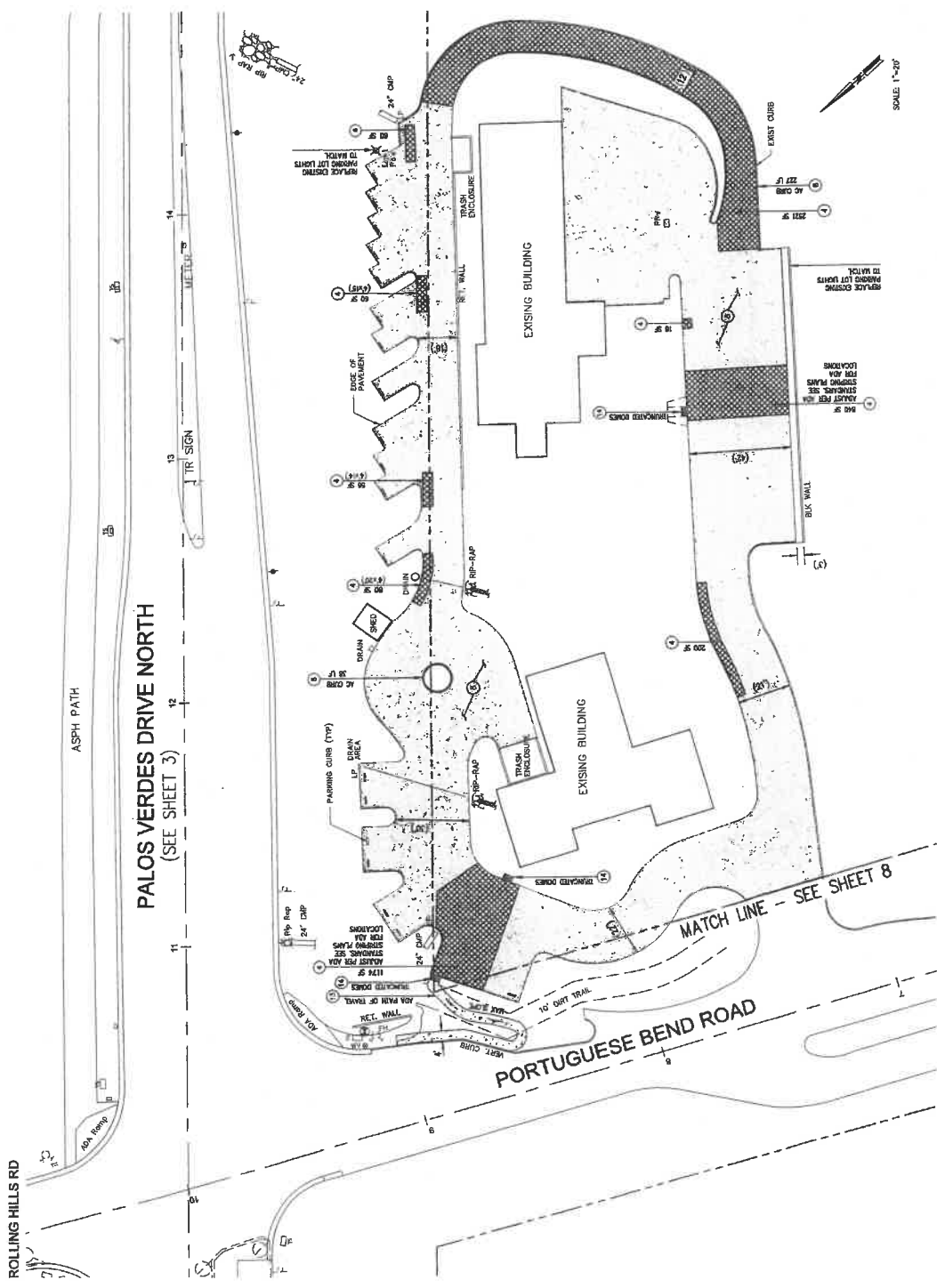
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CONSTRUCTION NOTES

- 1. OLD MILL DRAINAGE APPOINT CONCRETE PAVEMENT FOR TRAIL ON SHEET 2.
- 2. CONSTRUCT ASPHALT DRIVEWAY FOR TRAIL ON SHEET 2.
- 3. REMOVE 4" ASH AND RECONSTRUCT WITH 4" ASPHALT AND CONSTRUCT 4" THICK TRAIL TO OVER 8" ASH CONCRETE TO MATCH.
- 4. REMOVE EXISTING AC PAVEMENT AND CONSTRUCT 4" THICK AC PAVEMENT OVER OR TO MATCH EXISTING.
- 5. REMOVE AND CONSTRUCT CURB AND CUTTER FOR PER DETAIL ON SHEET 2.
- 6. REMOVE AND CONSTRUCT CURB FOR SPACING 30" PLAN 111A, CASE A, TYPE 1.
- 7. REMOVE AND CONSTRUCT CURB FOR SPACING 30" PLAN 111A, CASE A, TYPE 1.
- 8. REMOVE AND CONSTRUCT CURB FOR SPACING 30" PLAN 111A, CASE A, TYPE 1.
- 9. REMOVE AND CONSTRUCT CURB FOR SPACING 30" PLAN 111A, CASE A, TYPE 1.
- 10. REMOVE AND CONSTRUCT CURB FOR SPACING 30" PLAN 111A, CASE A, TYPE 1.
- 11. REMOVE AND CONSTRUCT CURB FOR SPACING 30" PLAN 111A, CASE A, TYPE 1.
- 12. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.
- 13. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.
- 14. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.
- 15. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.
- 16. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.
- 17. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.
- 18. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.
- 19. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.
- 20. REMOVE EXISTING AC, AS AND RECONSTRUCT AND CONSTRUCT 4" THICK AC.

LEGEND

- UNIFORM COUNTELL
- REMOVE & REPLACE AC
- ASPHALT SEAL
- CONCRETE



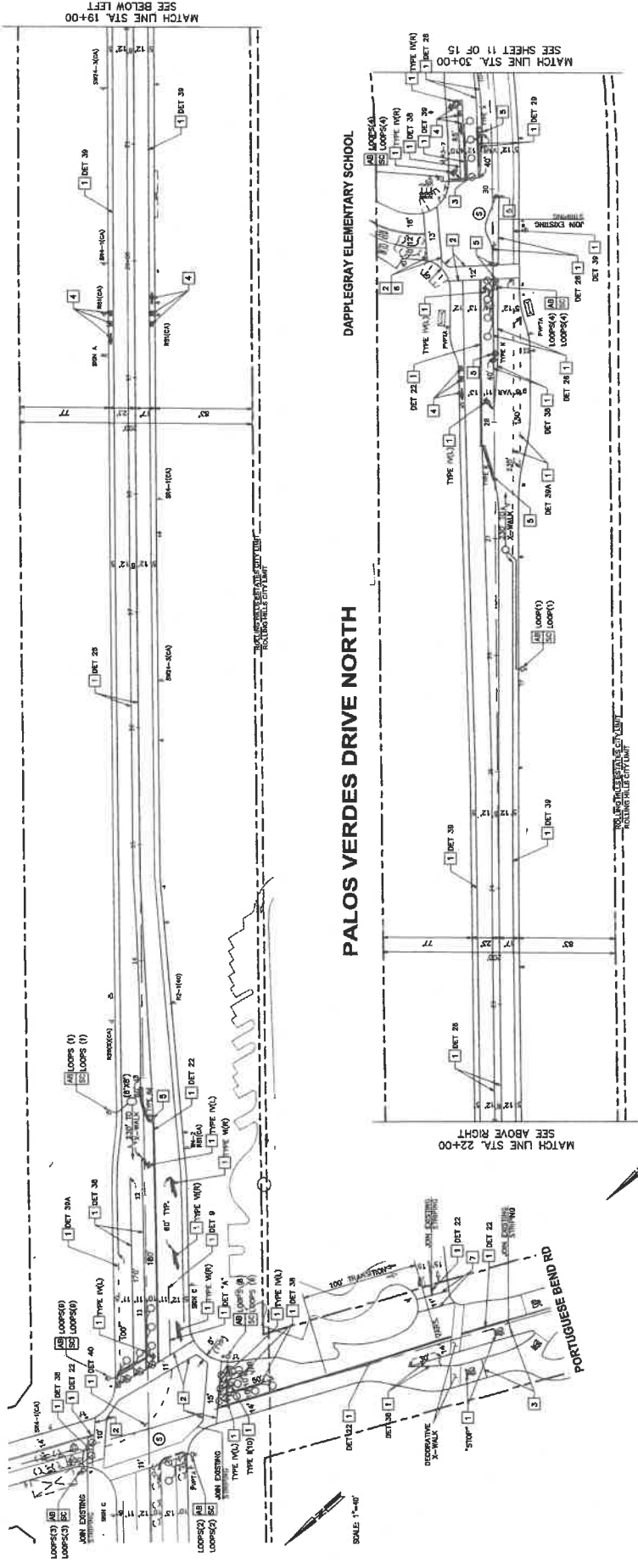
REVISIONS		CITY OF ROLLING HILLS ESTATES	
NO.	DESCRIPTION	APP.	DATE

WILLDAN
INCORPORATED
ENGINEERING
ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
P.L.L.C.
10000 WILLOW CREEK DRIVE
SUITE 100
DALLAS, TEXAS 75243
(214) 343-1111
FAX (214) 343-1112
WWW.WILLDAN.COM
REGISTERED PROFESSIONAL ENGINEER
NO. 0000000000
EXPIRATION DATE 12/31/2011
REGISTERED PROFESSIONAL ARCHITECT
NO. 0000000000
EXPIRATION DATE 12/31/2011
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
NO. 0000000000
EXPIRATION DATE 12/31/2011
REGISTERED PROFESSIONAL INTERIOR DESIGNER
NO. 0000000000
EXPIRATION DATE 12/31/2011
REGISTERED PROFESSIONAL PLANNING
NO. 0000000000
EXPIRATION DATE 12/31/2011
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
NO. 0000000000
EXPIRATION DATE 12/31/2011
REGISTERED PROFESSIONAL INTERIOR DESIGNER
NO. 0000000000
EXPIRATION DATE 12/31/2011
REGISTERED PROFESSIONAL PLANNING
NO. 0000000000
EXPIRATION DATE 12/31/2011

STREET RESURFACING ON PALOS VERDES DRIVE NORTH (ROLLING HILLS CITY HALL PARKING LOT)	DR. NO.	DR. NO.
DESIGNED BY: DR.	DR. NO.	DR. NO.
CHECKED BY: RC/A	DR. NO.	DR. NO.

PALOS VERDES DRIVE NORTH

ROLLING HILLS RD



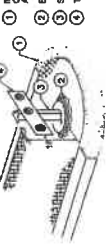
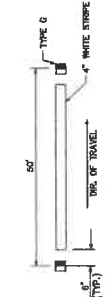
PALOS VERDES DRIVE NORTH

DAPPLEGRAY ELEMENTARY SCHOOL

SCALE: 1"=40'

- SIGNING AND STRIPING GENERAL NOTES:**
1. STRIPING AND STRIPING, LOOP REPLACEMENT, AND THE INSTALLATION THEREOF SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAYS, LATEST EDITION, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION.
 2. ALL STRIPING DETAILS SHALL BE PER CALIFORNIA MUTCD, LATEST EDITION.
 3. ALL STRIPING SHALL BE PAINT, THREE COATS, UNLESS OTHERWISE NOTED.
 4. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
 5. REFLECTIVE DETECTOR LAMPS SHALL BE 6" DIAMETER TYPE "T" AND CENTERED IN TRAVEL LANE WITH 12 SPACES BETWEEN LAMPS IN THE DIRECTION OF TRAVEL. DETECTOR LAMPS SHALL BE PLACED AT THE END OF THE TRAVEL LANE AND 12' INTO CROSSWALK OR LANE LINE.
- CONSTRUCTION NOTES (THIS SHEET ONLY):**
1. PAINT STRIPING DETAIL OR PAYMENT MARKING AS SHOWN.
 2. DETECTOR LAMPS SHALL BE 6" DIAMETER TYPE "T" IN WHITE (OR BLUE TO MATCH) UNLESS OTHERWISE INDICATED.
 3. PAINT "12" IN WHITE LANE LINE.
 4. PAINT "STOP", "YIELD", AND WHITE ARROW PAYMENT MARKING.
 5. REPAINT DETAIL BASE PER DETAIL "B".
 6. REPAINT DETAIL STRIPING BY DETAIL STRIPING INCLUDING WHITE PAYMENT MARKING.
 7. PAINT 12" WHITE CROSSWALK, CROSSWALK SHALL BE 12' IN WHITE (OR BLUE TO MATCH) UNLESS OTHERWISE INDICATED.

- LEGEND**
- REFLECTIVE YELLOW CURB
 - MODIFIED TYPE E BICYCLE LOOP DETECTOR
 - MODIFIED TYPE E BICYCLE LANE LOOP DETECTOR
 - SHARED INTERSECTION



- NOTES**
1. DETAIL WITH REFLECTIVITY RANT TO MATCH EXISTING COLOR ON CURB FACE, EXTENDING PART ON TOP OF CURB AND CURB FACE TO BACK OF END OF FLARE.
 2. EPOXY
 3. SERIES 400 REFLECTIVITY
 4. TYPE X MARKER



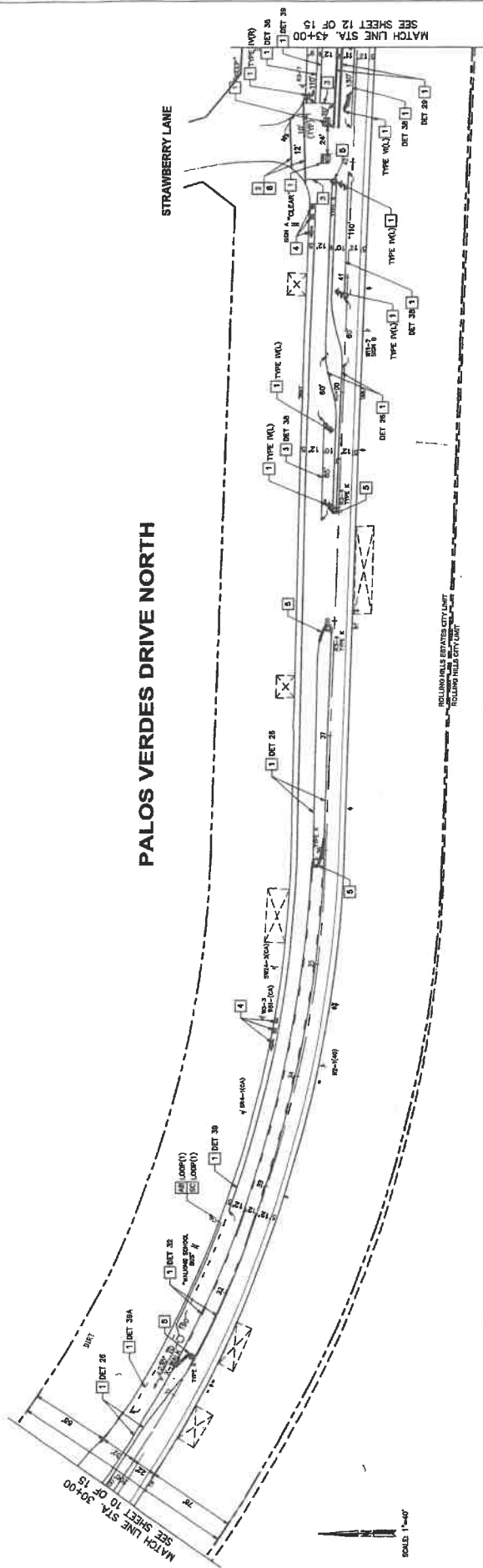
NO.	DESCRIPTION	APP.	DATE

CITY OF ROLLING HILLS ESTATES

SIGNING, STRIPING AND LOOP REPLACEMENT PLAN

PALOS VERDES DRIVE NORTH
FROM ROLLING HILLS ROAD TO STA. 30+00
PORTUGUESE BEND ROAD
FROM PALOS VERDES DRIVE NORTH TO ENTRANCE GATES

DRAWN BY: MT
DESIGNED BY: MT
CHECKED BY: MT
SHT. 10 OF 15 SHITS.
PLAN NO.



NOTES:

- ① INSTALL HIGH REFLECTIVITY PART TO MATCH EXISTING CURB
- ② CLASP PINE TO BE ON END OF TYPED
- ③ EPORIT
- ④ SERIES 400 REPO POST(18")
- ⑤ TYPE K MARKER.

 NO TRUCKS
 NO BICYCLES
 NO MOTORCYCLES

CONSTRUCTION NOTES (THIS SHEET ONLY):	
1	PART STOPPING DETAIL OR PAVEMENT MARKING AS SHOWN
2	PART 12" WHITE CROSSHATCH CROSSHATCH SHALL BE 12" IN WIDTH (MEAS TO INSIDE) UNLESS OTHERWISE INDICATED.
3	PART 12" WHITE LANE LINE.
4	PART "TMC", "LANE" AND BICE LANE SHOW PAVEMENT LANE
5	REPAINT MEDIAN ROSE PER DETAIL "B"
6	REPAINT CURBSIDE STOPPING BY NET HANDCRAFTING INCLUDE PAVEMENT MARKING

REVISIONS		CITY OF ROLLING HILLS ESTATES					
NO.	DESCRIPTION	APP.	DATE				
SIGNING, STRIPING AND LOOP REPLACEMENT PLAN PALOS VERDES DRIVE NORTH FROM STA. 39+00 TO STA. 43+00							
				DRAWN BY	WT	SHT. 11 OF 15 SHTS.	PLAN NO.
				CHECKED BY	KGT AL.		

BENCH MARK:

PLANS PREPARED BY: **WILLDAN** Engineering
18181 CROSSCREEK MEMORIAL AVENUE
SUITE 400, IRVING, TX 75439-3047
(972) 505-8282

DATE: 4/24/79
REV. NO. 0.0087
BY: [Signature]
DATE: [Blank]



PLAN NO.

DRAWN BY	MT
DESIGNED BY	MT
CHECKED BY	KC/J.

DAPPLEGRAY LN



SCALE: 1"=40'

[illegible]

REPAINT EXISTING YELLOW CURB



- ① INSTALL HIGH REFLECTIVITY PAINT TO MATCH EXISTING COLOR ON CURB FACE. EXTEND PAINT ON TOP OF CURB AND CURB FACE TO BG, EC, OR END OF FLARE.
- ② EPOXY
- ③ SERIES 400 REPO POST.(10")
- ④ TYPE K MARKER.

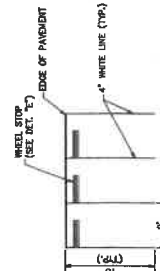
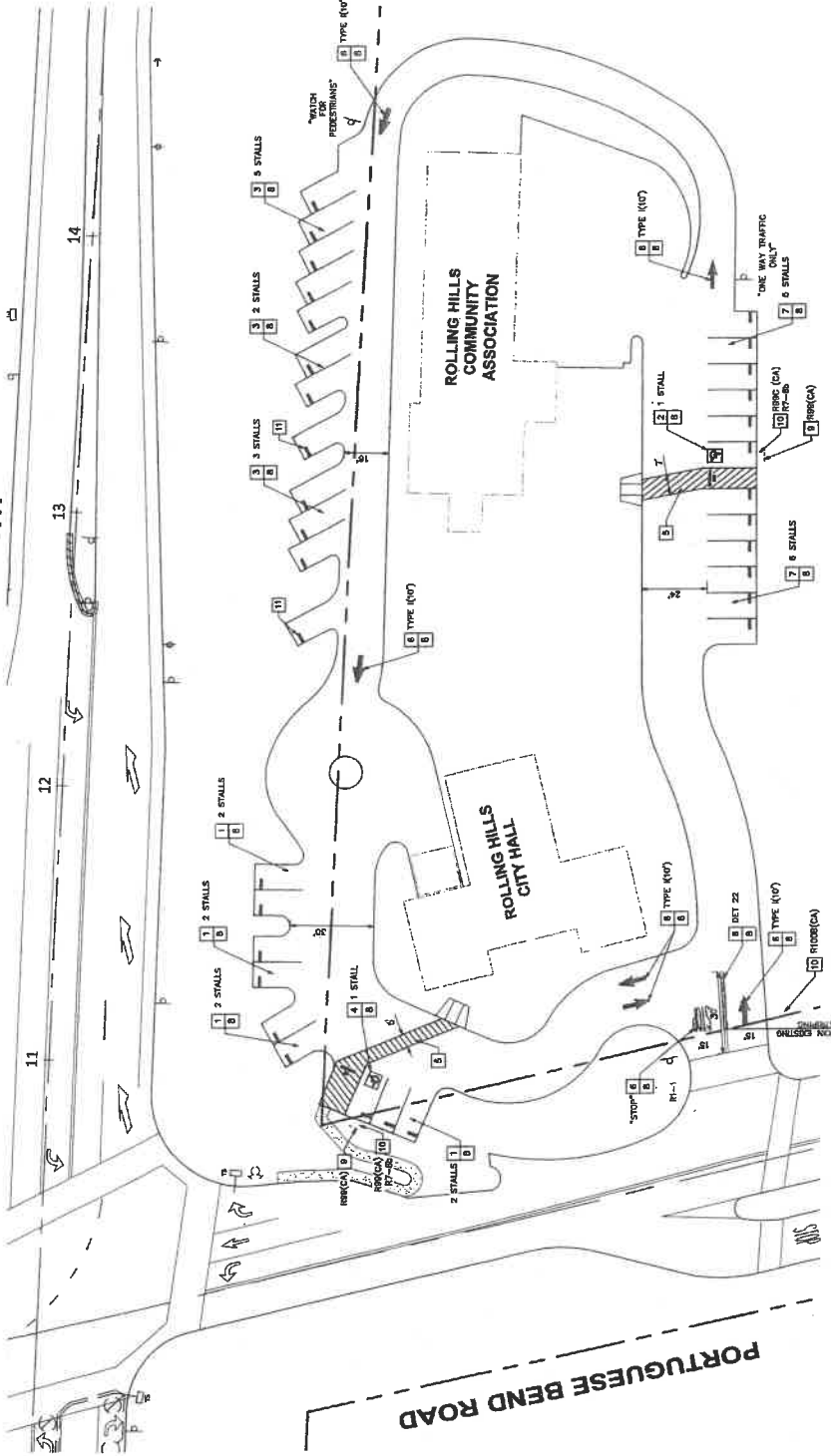
CITY OF ROLLING HILLS ESTATES

ONE

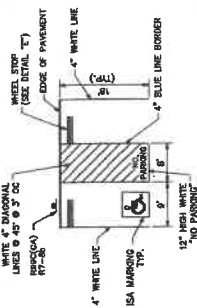
DRAWN BY: MT	PLAN NO.
DESIGNED BY: MT	SHT. 12 OF 15 SHTS.



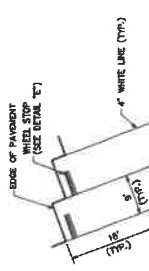
PALOS VERDES DRIVE NORTH



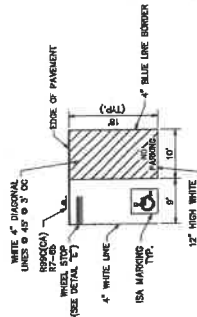
**PARKING STALL DETAIL
DETAIL "A"**
NTS



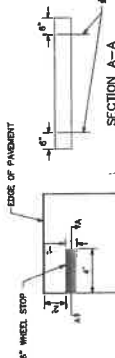
**ACCESSIBLE PARKING STALL DETAIL
DETAIL "B"**
NTS



**DIAGONAL PARKING STALL DETAIL
DETAIL "C"**
NTS



**ACCESSIBLE PARKING STALL DETAIL
DETAIL "D"**
NTS



**WHEEL STOP DETAIL
DETAIL "E"**
NTS

SIGNING AND STRIPING CONSTRUCTION NOTES (THIS SHEET ONLY)

1. PAINT PARKING STALLS PER DETAIL "A".
2. PAINT ACCESSIBLE PARKING STALLS PER DETAIL "B".
3. PAINT DIAGONAL PARKING STALLS PER DETAIL "C".
4. PAINT ACCESSIBLE PARKING STALLS PER DETAIL "D".
5. PAINT 4" WHITE DIAGONAL LINES AT 45° TO G.C. WITH 4" BLUE LINE BORDER.
6. PAINT STRIPING DETAIL OR PARALLEL MARKING AS SHOWN.
7. PAINT 10" X 6" PARKING STALLS PER DETAIL "A".
8. REMOVE CONFLICTING STRIPING.
9. REMOVE SIGN AS SHOWN.
10. INSTALL SIGN AND POST AS SHOWN.
11. INSTALL WHEEL STOP PER DETAIL "E".

SIGNING AND STRIPING GENERAL NOTES

1. ALL SIGNING AND STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MUTUAL ON STREET TRAFFIC CONTROL DEVICES (CALIFORNIA MUTUAL), LATEST EDITION.
2. ALL STRIPING DETAILS SHALL BE PER CALIFORNIA MUTUAL ON STREET TRAFFIC CONTROL DEVICES (CALIFORNIA MUTUAL), LATEST EDITION.
3. ALL STRIPING DETAILS AND PARALLEL MARKING SHALL BE PAINT, THREE COATS, UNLESS OTHERWISE NOTED.
4. RETAIL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIVE (5) FEET.
5. ALL SIGNING AND STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MUTUAL ON STREET TRAFFIC CONTROL DEVICES (CALIFORNIA MUTUAL), LATEST EDITION.
6. ALL SIGNING AND STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MUTUAL ON STREET TRAFFIC CONTROL DEVICES (CALIFORNIA MUTUAL), LATEST EDITION.

WILLDAN
Engineering
1774 S. Main Street
Brea, CA 92625
Tel: 949.440.1111
Fax: 949.440.1112
www.willdan.com



NAME PROVIDED BY: **WILLDAN**
DATE: 1/15/24
SHEET NO. 127/138
SHEET TITLE: SIGNING AND STRIPING PLAN
SHEET OF: 15 SHEETS

NO.	DESCRIPTION	APP.	DATE

CITY OF ROLLING HILLS ESTATES
SIGNING AND STRIPING PLAN
ROLLING HILLS CITY HALL PARKING LOT
SCALE: 1"=20'
SHEET NO. 127/138
SHEET OF 15 SHEETS

RESOLUTION NO. 1237

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS, CALIFORNIA ASSIGNING TO THE CITY
OF ROLLING HILLS ESTATES ITS AVAILABLE
PROPOSITION C TRANSPORTATION FUNDS

WHEREAS, the City of Rolling Hills has a fund balance of approximately \$65,000 in Proposition C Local Return Funds for transportation projects; and

WHEREAS, the City of Rolling Hills does not have projects that are eligible for funding with Proposition C Local Return Funds; and

WHEREAS, the City of Rolling Hills Estates has identified projects that qualify for funding with Proposition C Local Return Funds; and

WHEREAS, the City of Rolling Hills has a general interest in supporting eligible projects for transportation, to maintain traffic flow and to improve bicycle and pedestrian facilities on the Palos Verdes Peninsula; and

WHEREAS, the City of Rolling Hills has the specific interest in improving and resurfacing Palos Verdes Drive North from Rolling Hills Road/Portuguese Bend Road to Rolling Hills Estates' eastern limit (PVDN Resurfacing Project) since Palos Verdes Drive North is a major arterial serving the residents of the City of Rolling Hills.

WHEREAS, at this time the City wishes to allocate Proposition C Local Return Funds to another public agency to be utilized for an eligible use;

NOW, THEREFORE, the City Council of the City of Rolling Hills, California, does hereby resolve as follows:

Section 1. The City of Rolling Hills hereby assigns to the City of Rolling Hills Estates \$65,000 in Proposition C Local Return Funds for PVDN Resurfacing Project.

Section 2. The City Council approves an Agreement for the assignment of said funds. Said Agreement is hereto attached as Exhibit "A", and is made a part hereof by reference.

Section 3. The City of Rolling Hills will submit its documentation for the Los Angeles Metropolitan Transportation Authority to allocate these funds to the City of Rolling Hills Estates for the appropriate eligible programs in the City.

Section 4. The City Clerk shall certify to the adoption of this Resolution and shall forward certified copies to the Los Angeles County Metropolitan Transportation Authority and the City of Rolling Hills Estates.

Section 5. The City Manager is hereby directed and authorized to execute any necessary documents, including, but not limited to agreements, amendments, forms, and applications to follow through with this transfer of funds.

Section 6. The City Clerk, or duly appointed deputy, is directed to attest thereto.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY
OF ROLLING HILLS ON THIS 13TH DAY OF MAY, 2019.

Leah Mirsch
Mayor

ATTEST:

City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §§

CITY OF ROLLING HILLS)

The foregoing Resolution No. 1237 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS, CALIFORNIA ASSIGNING TO THE CITY
OF ROLLING HILLS ESTATES ITS AVAILABLE
PROPOSITION C TRANSPORTATION FUNDS

was approved and adopted at a regular meeting of the City Council on April 22, 2019 by the
following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk

PROPOSITION C FUNDS ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into this ____ day of _____, 2019 by and between the City of Rolling Hills and the City of Rolling Hills Estates, with respect to the following facts:

A. The City of Rolling Hills Estates maintains the roadways and plans to resurface Palos Verdes Drive North from Rolling Hills Road/Portuguese Bend Road to Rolling Hills Estates' eastern limit, including installation of a segment of new water line along Palos Verdes Drive North (PVDN Resurfacing Project).

B. The City of Rolling Hills has an accumulation of uncommitted Proposition C Local Return funds which could be made available to the City of Rolling Hills Estates to assist in providing the services described in Paragraph A of this Agreement. The City of Rolling Hills is willing to assign uncommitted Proposition C Local Return funds to the City of Rolling Hills Estates for the purpose identified in Paragraph A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Gifting.

The City of Rolling Hills agrees to assign \$65,000 of its uncommitted Proposition C Local Return funds to the City of Rolling Hills Estates in Fiscal Year 2018/2019.

2. Consideration.

The City of Rolling Hills shall assign the agreed upon Proposition C Local Return funds to the City of Rolling Hills Estates in one payment no later than _____.

3. Term.

This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

4. Termination.

Termination of this Agreement may be made by either party before the date of approval of the project description covering the funds in question by the Metropolitan Transportation Authority, so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.

5. Notices.

Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

- a. Elaine Jeng, City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
- b. Greg Grammer, Assistant City Manager
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills, California 90274

6. Assurances.

- a. The City of Rolling Hills Estates shall use the assigned Proposition C Local Return funds only for the purpose of providing the project discussed in Paragraph A of this Agreement and within the time limits specified in Metropolitan Transportation Authority's Proposition C Local Return Guidelines.
- b. Concurrently with the Execution of this Agreement, the City of Rolling Hills Estates shall provide the Metropolitan Transportation Authority with the Standard Assurances and Understandings Regarding Receipt of Use of Proposition C Funds specified in the Guidelines regarding the use of the assigned Proposition C Local Return Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers, duly authorized, on the day and year written above.

CITY OF ROLLING HILLS ESTATES

CITY OF ROLLING HILLS

By: _____
City Manager

By: _____
City Manager

ATTEST

ATTEST:

By: _____
City Clerk

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
City Attorney

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RESOLUTION NO. 1238

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA APPROVING ALLOCATION OF MEASURE M AND MEASURE R FUNDS TOWARDS RESURFACING OF PAVEMENT IN AND AROUND THE CITY OF ROLLING HILLS CITY HALL CAMPUS AREA AND THE SEGMENT OF PORTUGUESE BEND ROAD FROM THE MAIN GATE TO PALOS VERDES DRIVE NORTH

WHEREAS, the City of Rolling Hills Estates has identified a project to improve and resurface Palos Verdes Drive North from Rolling Hills Road/Portuguese Bend Road to Rolling Hills Estates' eastern limit (PVDN Resurfacing Project).

WHEREAS, the City of Rolling Hills staff identified paved areas in and around the City of Rolling Hills City Hall campus in need of rehabilitation and asked the City of Rolling Hills Estates to include the City Hall campus area and the segment of Portuguese Bend Road from the main gate to Palos Verdes Drive North ("additional work") in the PVDN Resurfacing Project.

WHEREAS, the City of Rolling Hills Estates staff expressed willingness to include the additional work in the PVDN Resurfacing Project.

WHEREAS, the City of Rolling Hills Estates selected Willdan Engineering to provide a proposal for professional engineering services for design, construction, management, and inspection and to prepare a high-level construction cost estimate for the PVDN Resurfacing Project, including the additional work.

WHEREAS, Willdan Engineering estimated that for the additional work, it would cost \$22,800 for the design costs and \$125,000 for the construction costs.

WHEREAS, the cost of asphalt for the additional work is less when part of the larger, PVDN Resurfacing Project than when the City of Rolling Hills contracts for the work on its own.

WHEREAS, the City of Rolling Hills Estates would be the lead agency for the overall project.

WHEREAS, the City of Rolling Hills would pay project expenses for the additional work in the PVDN Resurfacing Project to the City of Rolling Hills Estates.

WHEREAS, the City of Rolling Hills' current balance of Measure M Funds is \$65,000 and its current balance of Measure R funds is \$50,000.

WHEREAS, on January 28, 2019, the City Council voted to allocate \$65,000 of Measure M funds and \$50,000 of Measure R funds to pay for the additional work in the PVDN Resurfacing Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, AS FOLLOWS:

Section 1. The City Council approves the allocation of \$65,000 of Measure M funds and \$50,000 of Measure R funds to pay for the additional work in the PVDN Resurfacing Project.

Section 2. The Mayor or her representative is hereby authorized to affix her signature to this Resolution, indicating its approval.

Section 3. The City Manager is hereby directed and authorized to execute any necessary documents, including, but not limited to agreements, amendments, forms, applications, etc., to follow through with the design and construction of the additional work in the PVDN Resurfacing Project, subject to the approval as to form of the City Attorney.

Section 4. The City Clerk, or duly appointed deputy, is directed to attest thereto.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ON THIS 13TH DAY OF MAY, 2019.

Leah Mirsch
Mayor

ATTEST:

City Clerk

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

The foregoing Resolution No. 1238 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROLLING HILLS, CALIFORNIA APPROVING ALLOCATION OF
MEASURE M AND MEASURE R FUNDS TOWARDS
RESURFACING OF PAVEMENT IN AND AROUND THE CITY OF
ROLLING HILLS CITY HALL CAMPUS AREA AND THE SEGMENT
OF PORTUGUESE BEND ROAD FROM THE MAIN GATE TO
PALOS VERDES DRIVE NORTH

was approved and adopted at a regular meeting of the City Council on April 22, 2019 by the following
roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 7C
Mtg. Date: 05/13/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ELAINE JENG, P.E., CITY MANAGER

**SUBJECT: CONSIDERATION OF OPTIONS FOR SOLID WASTE SERVICES
BEGINNING JULY 1, 2020**

DATE: MAY 13, 2019

BACKGROUND

Allied Waste Industries (Allied) and the City entered in to an agreement in June 1995 for Allied to provide waste collection, transportation and disposal services. The agreement was amended three times: March 2000, May 2005 and May 2009. In January 2009, City Council increased solid waste collection fees to \$1,031.67 per parcel per year and commencing in 2009, authorized annual increases up to the amount of the Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area not to exceed 4.5%. For Fiscal Year 2018-19 the City collected \$1,100.00 per parcel from residents for solid waste collection services and the City subsidized the remaining portion by paying Allied \$1,159.32 per parcel. There are 685 parcels in the City and based on the current rates, the City is subsidizing approximately \$40,635.

In April 2010, the City entered into a new 5-year contract with Allied Services. In 2013, Allied was acquired by Consolidated Disposal Service, LLC, doing business as Republic Services. In 2015, the City Council extended the agreement with Republic Services to June 30, 2020.

CPI increase for service rate commencing July 1, 2019 is 3.5% or approximately \$1,200 per parcel per year. If the City continues to subsidize the rate increase, the City would be absorbing approximately \$68,500 for Fiscal Year 2019-2020.

In anticipation of the expiring agreement, staff has been discussing with Republic Services the recent changes to international policies restricting foreign imports of recyclable materials, coupled with the need to reduce contamination levels in recycling streams and a declining global market value for some recyclables. Locally, in September 2016, Governor Brown signed into law SB1383 establishing methane emissions reduction targets to reduce emissions of short lived climate pollutants. Methane emissions resulting from the decomposition of organic waste in landfills are a significant source of greenhouse gas emissions. To meet the established metrics of SB1383, household organic waste will need to be sorted and collected differently to ensure organic wastes are recycled and diverted from landfills.

Discussions with Republic Services revealed that the provider anticipates a 30% service rate increase starting July 1, 2020. Assuming the City Council approves a five-year contract extension, rates subsequent to the initial 30% increase would be increased by the Sewer, Trash, Water Index. Historically, the Sewer, Trash, Water Index has been 2-3% above the Consumer Price Index for Los Angeles-Riverside-Orange County. Part of the anticipated increase is due to the changes in the recycling market, commodity pricing and the new mandates. Part of the anticipated increase is due to insufficient past rate increases in Rolling Hills to keep up with the cost of doing business. Republic Services also proposed to amortize the increase over a longer contract period. In this scenario, the service rate would increase by 5-6% and remain flat for the duration of the eight to ten year contract.

DISCUSSION

At the March 11, 2019 City Council meeting, staff was directed to contact solid waste providers serving adjacent cities to inquire interest in servicing Rolling Hills. Staff reached out to Athens Services and Waste Management Services. Athens Services is currently servicing Redondo Beach and Palos Verdes Estates. Waste Management Services is currently servicing Manhattan Beach and Rolling Hills Estates. Both companies express interest in serving the City of Rolling Hills.

Two members of the City Council were absent from the April 22, 2019 City Council meeting. Staff was directed to continue the item to the next City Council meeting to allow the full council to discuss the matter before deciding on the next steps.

If the City Council would like to continue to be served by Republic Services, staff can negotiate with Republic Services on the rate increase scenarios aforementioned.

Alternatively, staff can prepare a Request for Proposal and competitively solicit service proposals for services beginning July 1, 2020. Typically, this process would need to commence at least 18 months from the contract expiration date. With a little over one year remaining before the contract expires, if this approach is selected, the existing contract with Republic Services would need to be extended for six months, if the selected provider is not Republic Services.

FISCAL IMPACT

If the City Council directs staff to negotiate with Republic Services on future rates, staff would solicit the services of a solid waste professional to assist staff with reviewing/evaluating cost proposals. The consultant fee is estimated to be \$25,000 to \$30,000.

If the City Council directs staff to prepare a Request for Proposal to solicit competitive proposals for service, staff would solicit the services of a solid waste professional to assist staff with the drafting of the Request for Proposal and to assist staff with the evaluation of received proposals. The consultant fee is estimated to be \$50,000 to \$65,000.

RECOMMENDATION

Staff recommends that the City Council discuss options presented in this report and provide direction to staff.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No: 7D
Mtg. Date: 05/13/2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: ELAINE JENG, P.E., CITY MANAGER
SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH ROLLING HILLS COMMUNITY ASSOCIATION TO COST SHARE DESIGN FEES ASSOCIATED WITH ASSESSMENT DISTRICT PROJECTS.

DATE: MAY 13, 2019

ATTACHMENT:

Memorandum of Understanding (MOU) with RHCA

BACKGROUND

To date, the City Council has unofficially cost shared the design fees for the utility companies to prepare construction drawings to underground overhead and above ground infrastructure. The design fee is a necessary expenditure to determine the precise construction cost. Often this design fee is an obstacle for residents to commit to the formation of assessment districts. This upfront cost does not guarantee that all participants will remain committed through the process and often the final obligation of the assessment district is unknown long after the upfront cost is paid. For these reasons, the City Council has contributed one third of the total design fee and the Rolling Hills Community Association (RHCA) has contributed one third of the total design fee to alleviate the burden on residents but also to provide an incentive for residents to follow through with the projects.

DISCUSSION

At the March 11, 2019 City Council meeting, the City Council approved staff's recommendation to execute a memorandum of understanding (MOU) with RHCA to continue the practice of contributing one third of the total design cost for the utility companies to prepare construction drawings to underground overhead and above ground infrastructure for each assessment district project.

At the April 22, 2019 City Council meeting, staff requested to continue the item to the next City Council meeting as the RHCA Board at the April 18, 2019 meeting discussed additional changes to the proposed MOU, specifically relating to the amount of contribution and the cap of \$50,000 per project.

At the May 2, 2019 RHCA Board meeting, the RHCA Board accepted and signed the MOU without changes. The executed MOU is included as a part of this report.

FISCAL IMPACT

Funds collected from residents, and RHCA would be deposited in an account held by the City dedicated to the specific assessment district project solely to pay for design fees.

RECOMMENDATION

Staff recommends that the City Council approve the proposed MOU with RHCA.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into upon the date of full and complete execution of the MOU by and between the City of Rolling Hills, a California municipal corporation ("City"), and the Rolling Hills Community Association of Rancho Palos Verdes, a California corporation ("RHCA"), hereinafter together occasionally referred to as "the parties."

RECITALS

A. The City and RHCA find that the undergrounding of utilities enhances the aesthetic of the City of Rolling Hills but more importantly is essential to preventing destructive fires.

B. The City and RHCA recognize that to proceed with an undergrounding project, a property owner must first incur the cost of a utility company preparing a preliminary design to underground the above ground infrastructure. Such cost is a necessary expenditure to determine the ultimate cost of construction but often is also an obstacle for residents to commit to the formation of an assessment district; the upfront cost does not guarantee that all participants will remain committed to the undergrounding and the final cost of the assessment district is unknown until long after the upfront cost is paid.

C. In an effort to alleviate the financial burden on residents and to incentivize residents to follow through with undergrounding assessment districts, the City and RHCA have unofficially shared the cost of the preliminary design with property owners with each paying one-third of the total cost.

D. The purpose of this MOU is to formalize the unofficial contribution policy to reflect each party's commitment to contributing 1/3 of the cost of the preliminary design.

E. At the March 25, 2019 City Council meeting, the City Council adopted a resolution memorializing a formal policy of the City to fund one-third of the total preliminary design cost for each assessment district subject to a \$50,000 limit per assessment district.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Obligation of City. City agrees to fund one-third of the total preliminary design cost for each assessment district subject to a \$50,000 limit per assessment district. Such obligation shall become due upon all of the following conditions:
 - a. City's receipt of letters of interest from sixty percent (60%) of the properties located within the proposed assessment district; and

b. City's receipt of all of the cost proposals from the utility companies for the preliminary design of the undergrounding in the proposed assessment district; and

c. City's receipt of one-third of the total preliminary design cost from the property owners in the proposed assessment district.

2. Obligation of RHCA. RHCA agrees to fund one-third of the total preliminary design cost for each assessment district subject to a \$50,000 limit per assessment district. Such obligation shall become due upon all of the following conditions:

a. City's receipt of letters of interest from sixty percent (60%) of the properties located within the proposed assessment district; and

b. City's receipt of all of the cost proposals from the utility companies for the preliminary design of the undergrounding in the proposed assessment district; and

c. City's receipt of one-third of the total preliminary design cost from the property owners in the proposed assessment district.

3. Term and Termination.

This MOU shall commence upon the date of full and complete execution of the MOU and remain in effect until terminated by either party, with or without cause, by providing thirty (30) days' written notice to the other at the address referenced in Section 7. "Notices."

4. Binding Effect

This MOU is binding on the parties in accordance with its terms. The parties signing below represent and warrant that they have the legal authority to bind the party for whom they are signing.

5. Indemnity

Each party agrees to indemnify, defend, and hold harmless the other parties, their officers, agents and employees, from any and all liabilities, claims, or losses of any nature, including reasonable attorneys' fees and costs of suit, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent or wrongful acts or omissions arising from its respective activities pursuant to this MOU.

6. Governing Law

This MOU shall be governed by the laws of the State of California. Any action, suit, or proceeding related to or arising under this MOU shall be filed in the Los Angeles County Superior Court.

7. Notices.

All notices permitted or required under this MOU shall be in writing, and shall be deemed made when delivered to the applicable party at the following addresses either by first class mail postage prepaid, facsimile or personal delivery:

City:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
Facsimile: 310-377-7288
Attention: City Manager

RHCA:
Rolling Hills Community Association
1 Portuguese Bend Road
Rolling Hills, California 90274
Facsimile:
Attention: Manager

8. Entire Agreement

This MOU represents the entire integrated agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, regarding the matters described herein. This MOU may be amended only by a written instrument signed by the parties.

9. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

10. Severability

Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the

remaining provisions of this Agreement, which shall continue in full force and effect to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date and year first written above.


Dated: _____, 2019

CITY OF ROLLING HILLS

By: _____

Dated: 5/9, 2019

ROLLING HILLS COMMUNITY
ASSOCIATION

By:  _____

David McHenry
Rolling Hills President



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Agenda Item No.: 10A
Mtg. Date: 05-13-2019

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: DELIA ARANDA, PART-TIME CODE ENFORCEMENT OFFICER
YOLANTA SCHWARTZ, PLANNING DIRECTOR
JULIA STEWART, SENIOR PLANNER

THROUGH: ELAINE JENG, P.E., CITY MANAGER

SUBJECT: RECEIVE AND FILE QUARTERLY REPORT ON ENFORCEMENT OF THE
FIRE FUEL ABATEMENT ORDINANCE
JANUARY 2019 - MARCH 2019

DATE: MAY 13, 2019

ATTACHMENT:
Code Enforcement Activities Log (with emphasis on Fire Fuel Cases)

BACKGROUND

There are 14 enforcement cases related to dead vegetation for the past quarter of January through March 2019.

The following summarizes enforcement activities relating to fire fuel abatement for the past quarter:

- A Code Enforcement Officer was hired on February 28, 2019.
- 14 properties had on-going fire fuel enforcement activities
- 1 property identified previously by an arborist inspection remains outstanding in mitigating removal of the dead vegetation.
- 1 outstanding fire fuel enforcement case was resolved

Case Status

A comprehensive list (log) of recent code enforcement activities is attached to this report. The log labeled all fire fuel cases under the Vegetation category, highlighted in blue. The log is inclusive of all enforcement cases since tracking and monitoring began more than a year ago.

In general, there are three status categories on the enforcement list: Resolved, Monitoring, and Outstanding.

- ***Resolved*** means a case for the property was created but the violation was addressed and no further action is needed. All resolved cases have a date of resolution which represents when sufficient information was provided to clear the violation or the violation was remediated.
- ***Monitoring*** are cases where the property owner is aware of the violation and is in the process of taking steps to resolve it but the case has not been fully resolved or the plan of resolution has not yet received full approval. This is frequently when a discretionary action is required or the property owner has opened a current zoning application but it has not yet been processed, or if it has been processed but is still under construction. If the resolution takes time it can also be when an action is scheduled to take place but has not yet happened. Often, the property owner will contact staff to let staff know the violation is being addressed, however, abatement may take additional time.
- ***Outstanding*** are cases where the property owner was notified but no action is currently being taken.

DISCUSSION

The next quarterly report will be for the period April 2019 to June 2019.

RECOMMENDATION

Staff recommends that the City Council receive and file the quarterly update report regarding the proactive enforcement of Rolling Hills Municipal Code Chapter 8.30 (Fire Fuel Ordinance).

**Code Enforcement Activities Log
(Emphasis Fire Fuel)**

Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Status	Date Reso	Detailed Notes
5/3/19	14/15	Portuguese Bend Rd	Tree	Vegetation	Monitoring		Cutting trees. 05-03-19 Property inspected per complaint the property owner at 16 Portuguese Bend Rd, it appears the property owner is cutting down trees to a certain
5/3/19	20	Cinchring Road	Dead Tree	Vegetation	Monitoring		Remove the dead tree, tree trimming on the other side of the chain link fence. Per notes property owner will address within 2 weeks as of 10/29/19. Re-inspection on 05/19/19.
2/26/19	26	Chuckwagon Rd	Dead tree	Vegetation	Monitoring		Called owner; Owner to determine if the tree is on his property- to be followed up on by City staff
2/26/19	15	Upper Blackwater Canyon Road	Dead Trees	Vegetation	Outstanding		To be investigated by City staff.
2/12/19	1	Sagebrush	Dead tree	Vegetation	Monitoring		Called owner; Owner will check w/gardner if the tree is dead or just dormant 2/12/19
2/12/19	34	Portuguese Bend Rd	Tree branches down on property; tree branches in power lines	Vegetation	Monitoring		Determined that it's Crown Castle. Crown Castle technician to investigate (2/12/19) 2/21/19 email that RHCA & Crown Castle investigating. RHCA also will investigate if in easement.
2/8/19	19	Southfield Drive	Dead Trees	Vegetation	Resolved	4/18/19	Arborist inspected. As of 4/19/19 property owner addressed the violation and no further action needed.
2/8/19	11	Upper Blackwater Canyon Road	Dead trees	Vegetation	Outstanding		Arborist inspected; Property owner notified of need to remove tree. City staff working with applicant's agent.
2/4/19	20	Portuguese Bend Road	Dead Tree	Vegetation	Resolved	5/8/19	Dead tree identified by arborist was removed
2/4/19	32	Portuguese Bend Road	Dead Tree	Vegetation	Resolved	5/6/19	Trees removed.
2/4/19	21	Portuguese Bend Road	Dead Tree	Vegetation	Resolved	3/15/19	Arborist inspected. As of 03/15/19 the violation has been addressed.
7/31/18	16	Buggy Whip Drive	Dead tree in the front yard	Vegetation	Monitoring		8/1/18 letter sent; 8/6/18 Call from owner saying work will be done but is currently out of town and will be returning end of September. Extension requested. Work needs re-inspection.
7/31/18	85	Saddleback Road	Dead vegetation along roadway next to utility pole	Vegetation	Monitoring		8/1/2018 Letter sent; 8/6/18 Letter returned - wrong address. 8/7/18 Re-mailed to new address. Note: RHCA sent similar letter to 81 Saddleback on 8/9/18. 8/30/18 Site visit to confirm some work done. 9/6/18 Follow-up letter sent. Needs re-inspection.
6/20/18	77	Portuguese Bend Road	Dead vegetation along trail	Vegetation	Monitoring		6/14/18 Site inspection with property owner. 6/21/18 Letter sent to owner regarding dead flammable material mixed with mulch. 7/17/18 Called owner to remind him. Re-inspection needed.
6/18/18	3	Appaloosa Lane	Dead vegetation	Vegetation	Monitoring		6/15/18 Site visit to confirm dead vegetation. 6/18/18 Voice message left for owner on record and letter sent. 6/28/18 Call from owner of record asking about extent of removal. Told him any dead vegetation must be removed. 7/10/18 Call from owner of record: difficult to find landscaper, but is working on it. Re-inspection needed.
4/17/17	38	Portuguese Bend Road	Letter to remove dead trees	Vegetation	Monitoring		Trees removed; stump remaining to be removed. Must be removed prior to any final signoff on current development on the property.
5/3/19	2	Possum	feeding animals	Animal	Monitoring		Staff will investigate
1/29/18	1	Packsaddle Road West	Bee Hives on Vacant Property	Animals	Resolved	5/14/18	Owner of bees made aware that hives were on another resident's separate property. Bees properly removed.
11/8/16	3	Apaloosa Lane	Limit frequency of watering and subsequent water runoff	Drainage	Resolved	n/a	Property manager notified to turn down limit on watering mechanism. Property owner turned down watering device.
12/30/16	56	Eastfield Drive	Water in street	Drainage	Resolved	12/30/16	Water in the street coming from the property; was from sprinklers. Owner was notified.
4/13/17	4	Buggy Whip Drive	Report of pool water, possibly not dechlorinated, running down street	Drainage	Resolved	4/13/17	Complaint was investigated; Water coming from drainage pipe adjacent to 4 Buggy Whip; No evidence of chlorine still in water; Water dried before reaching bottom of street, no run off into adjacent canyons
5/24/18	0	Chestnut Lane	Broken sprinkler causing water to run down street	Drainage	Monitoring		Water is running down driveway onto street. Owner's gardener looked into it and determined it is not a sprinkler leak. County inspector visited site and CalWater was contacted for assistance. Owner said will correct. A new complaint was taken on May 1, 2019 so City staff will be following up.
5/24/18	3	Hummingbird Lane	Broken sprinkler causing runoff	Drainage	Resolved	8/1/18	5/24/18 Water collection/saturation observed upon site visit. Spoke to owner and informed her of problem. Appeared dry on subsequent site visits. But final determination of source of water not yet made.
3/11/16	1	Middleridge Lane North	Pathway graded out	Grading	Resolved	7/16/18	All illegal conditions on the property have been physically remediated. All code enforcement concerns have been addressed.

**Code Enforcement Activities Log
(Emphasis Fire Fuel)**

Rcvd Date	No.	Street	Inquiry/Complaint/Issue	Category	Status	Date Reso	Detailed Notes
7/13/16		38 Portuguese Bend Road	Dumping of dirt and rocks and loose concrete into canyon	Grading	Monitoring		Development proposal approved by Planning Commission and ratified by City Council. Grading permits have been obtained and work is underway.
8/19/16	26	Cinchring Road	Dirt dumped near canyon	Grading	Resolved	09/30/16	Movement of dirt part of permitted development project
10/17/16	10	Middlebridge Lane North	Illegal grading	Grading	Resolved	Aug. 2016	City staff inspected property and found no violation (no unapproved grading had occurred)
11/15/16	11	Saddleback Road	Grading without a permit	Grading	Resolved	n/a	Vegetation only was being removed
9/18/17	4	Chuckwagon Road	Illegal grading	Grading	Resolved	9/25/17	No illegal activity on property
Jan-18	77	Saddleback Road	Illegal grading	Grading	Resolved	2/1/18	City staff made a site inspection and determined that only vegetation removal had taken place. A follow up letter sent in Feb. 2018 confirmed this finding and requested that the dirt be compacted to prevent runoff.
4/5/18	54	Portuguese Bend Road	Grading without a permit	Grading	Resolved	4/5/18	Stacked pavers located on neighbor's property. Dirt to be removed and used for neighbor's garden. No grading taking place.
6/20/18	2950	Palos Verdes Dr N	Building buckling and slope failing	Health & Safety	Monitoring		6/20/18 Upon site visit, foundation is failing and retaining walls downslope are leaning. City approved remediation in 2017 but work has not commenced. Since owner is moving forward with permits, this issue will be monitored for compliance.
1/25/16	5	El Concho Lane	Excavation under house, wall, and grading without a permit and broken pipe	Illegal Construction	Monitoring		The property owner has received approval for a phased development proposal from Planning Commission and City Council. Building permit issued and completed for retaining wall and drainage pipe repair. Remaining phases are pending.
3/1/16	38	Portuguese Bend Rd	Stairs, walls, and water feature being built without permits	Illegal Construction	Monitoring		Permits have been obtained and construction is currently underway. Condition to be resolved prior to any newly approved additions.
7/18/16	3	Outrider Road	Construction/demolition on house	Illegal Construction	Resolved	7/18/16	Permits have been pulled.
7/19/16	1	Buckboard Lane	Basement construction and exterior wall demolition	Illegal Construction	Resolved	7/22/16	Willdan inspector confirmed they are not building a basement and are renovating per plans.
7/26/16	18	Portuguese Bend Road	Building a wall near to pool and parking their car on	Illegal Construction	Resolved	03/01/17	Property owner secured permits for wall to house pool equipment. Owner notified about parking requirements and has complied.
8/2/16	21	Buggy Whip Drive	Railroad ties for walls along a graded pathway AND trellis in front setback	Illegal Construction	Resolved	4/4/18	Trellis and RR ties removed. Hillside restored.
8/23/16	35	Saddleback Road	Terracing a slope to create vegetable beds with "keystone" walls	Illegal Construction	Resolved	04/27/17	Keystone walls removed. Area restored.
10/13/16	7	Acacia Road	house remodeled - items mainly in road easement: POD storage, lumber, dumpster; car parking overnight on easement	Illegal Construction	Resolved	3/29/18	Construction work completed and storage removed from roadway easement.
10/13/16	9	Williamsburg Lane	Composting structures with no permits	Illegal Construction	Resolved	11/9/16	Permits secured by owner
11/8/16	19	Middlebridge Lane North	Illegal wood deck built	Illegal Construction	Resolved	08/22/17	The original condition has been restored.
2/2/17	37	Chuckwagon Road	Illegal pathways and drainage	Illegal Construction	Resolved	2/28/17	Applicant submitted plans on 02/28/2017 for Planning Commission and ultimately received approval.
4/20/17	2	Roadrunner	Check for Building Permit bounced	Illegal Construction	Resolved	4/26/17	Property owner was contacted and new payment was submitted to LA County Building Dept.
4/26/17	27	Buggy Whip Drive	Check for Building Permit bounced	Illegal Construction	Resolved	5/1/17	Applicant submitted new payment on 04/28/17

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5/11/17	49	Eastfield Drive	Construction in front and side yards and construction of a tennis court	Illegal Construction	Resolved	5/11/17	Pathway permitted by RHCA constructed to roadway easement. No tennis court constructed.
8/1/17	8	Bowie Road	Concrete work and possibly caissons being constructed illegally; Illegal construction, possibly involving pool	Illegal Construction	Monitoring		Pool renovation and spa addition. Received City and RHCA approval. Bldg Permit pending.
8/11/17	1	Chuckwagon Road	Work being done on property without permits for plumbing, electrical, or mechanical	Illegal Construction	Resolved	Sept. 2018	RHCA issued approvals for major interior remodel and re-roofing in September 2016 and applicant came to City for roofing permit as well
8/14/17	14	Bowie Road	Re-roof without permit	Illegal Construction	Resolved	10/12/17	Re-roofing permit signed off.
9/18/17	5	Lower Blackwater Canyon Road	BBQ/Outdoor Kitchen	Illegal Construction	Resolved	10/2/14	Owner came into City Hall for a signature to secure a permit after being notified of violation
9/27/17	4	Ringbit Road West	Spa construction	Illegal Construction	Resolved	11/27/17	Applicant secured City approval
12/4/17	15	Portuguese Bend Road	Trellis construction	Illegal Construction	Monitoring		Inquiry if trellis had proper permits; no permits obtained; stop work order issued by County inspector; submitted plans; permits obtained; Undergrounding utility lines are still outstanding.
4/2/18	17	Portuguese Bend Road	Retaining Wall	Illegal Construction	Resolved	8/9/18	Emailed County to request inspection. County indicated: 1) no permits; 2) it's a retaining wall; and 3) G-med gets involved. Applicant altered walls with planters to acceptable heights. County is still reviewing if grading permit is required.
4/4/18	5	Williamsburg Lane	Hardscape and pool demo.	Illegal Construction	Resolved	4/5/18	Owner mentioned work is like-for-like for cosmetic tiles and coping only. Follow-up call: owner indicated work will be reduced. No further action needed.
9/13/18	1	Ringbit Road West	Interior improvements to stable w/o permits	Illegal Construction	Outstanding		9/13/18 Site visit to confirm work was being done. Bldg. Inspector issued stop work notice. Owners stopped all work.
		Saddleback Road	Grading for second driveway	Illegal Construction	Monitoring		Issued a stop work order for the second driveway area. Inspected site. Waiting on applicant to provide revised plans showing intended work in the area (and showing no grading will be done).
2/21/19	26	Cinchring Road	Illegal Water Line (not to code)	Illegal Construction	Resolved		Building department investigated because complaint was received directly; City staff coordinating with B&S. 2/21/19 B&S issued notice; Bldg. Dept. approved water line.
2/8/19	2854	Palos Verdes Dr N	Driveway changes	Illegal Construction	Resolved	3/8/19	Driveway was determined to be located in the City of Rolling Hills Estates
2/26/19	49	Eastfield Drive	Illegal conversion of stable to Rec. rm.	Illegal Construction	Monitoring		Owners submitted an application for a CUP; CUP being processed. To Planning Commission in May 2019.
5/3/19	2	Crest Road East	Illegal Construction	Illegal Construction	Outstanding		This is a new item so City staff will be following up to determine if a violation exists.
2/3/16	5	El Concho Lane	Light on garage and no trash enclosure; Security	Light	Resolved	8/31/16	All Issues have been addressed.
10/12/16	70	Portuguese Bend Road	Lighting along driveway on every night.	Light	Resolved	10/12/16	Lighting along the driveway is compliant with the code
12/22/16	15	Bowie Road	Lights on all night and do not seem to be typical "holiday lights"	Light	Resolved	Feb. 2017	Lighting was for holiday and was not operating in February. No additional complaints received.
1/11/17	25	Georgeff Road	Light post near driveway	Light	Resolved	2/27/17	Light post was removed
2/13/18	30	Portuguese Bend Road	Bright pilaster lights	Light	Resolved		The owner said that the disabled daughter who walks there needs the lights and alternative pathway lights will not work. Apparently, whenever they trim the trees the lights become more visible. No additional complaints received. Some indefinite monitoring is planned. Accommodation of ADA resident requested by owner.
4/11/18	9	Open Brand Road	Light on all night	Light	Resolved	4/12/18	Contacted property owner who agreed to revisit security lights and make sure deck light is not on all night.
8/20/18	77	Saddleback Road	Light glaring onto neighbors property	Light	Resolved	8/20/18	8/20/18 Spoke to property owner who mentioned it was a 1-time event and lights were accidentally left on.
2/8/19	5	Johns Canyon	Illegal lighting	Light	Monitoring		Night site visit and spoke to owners; owners said will fix it; Called owner 2x

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2/8/19	12	Crest Road East	Excessive lights on barn and pathway	Light	Resolved		Left voice message with property owner; site visit done in evening; observed many lights but wattage unknown. 2/8 drive by in evening 5PM-drwy lights not on. 5/6 Drive by in evening 8PM-drwy lights not on.
2/4/19	74	Portuguese Bend Road	Illegal lighting	Light	Monitoring		RHCA will follow up because lighting on pilasters is new and they need to review it; RHCA will ensure compliance when review is finished. Spoke to Mr. Wilson and he said he will take care of the lights.
2/4/19	3	Chuckwagon Rd	Excessive lights; lights on gazebo, drwy and house	Light	Monitoring	2/4 partly resolved	To be checked after Febr 1, possibly Holiday lights. As of 2/4/ gzebo lights were turned off
7/19/16	19	Southfield Drive	Illegally burning wood	Nuisance	Resolved	7/20/16	Property owner confirmed that no wood would be burned in the firepit.
9/16/16	3	Running Brand Road	"Drilling sound" reported	Nuisance	Resolved	n/a	Source of noise identified and addressed. No additional noise complaints have been received.
9/20/16	2	Eucalyptus Lane	Horse manure waste container in easement	Nuisance	Resolved	04/19/17	9/20/16 Complaint received. 10/5/16 Letter sent to property owner. 4/19/17 Container removed from easement
12/27/16	15	Upper Blackwater Canyon Road	dirt across road, pile of dirt, hillside failure	Nuisance	Resolved	1/9/17	Property owner complied with terms of Notice of Violation issued by LA County
7/31/18	80	Saddleback Road	Storage of a boat, materials, and story poles	Nuisance	Resolved	7/31/18	7/31/18 Upon site visit, there is no boat or story poles, but there are pipes and other materials. Spoke to owner's representative (Dave P.) and sent email. 8/1/18 Dave P. indicated general maintenance will be done to clean up site.
8/8/18	0	Poppy Trail	Storage of a boat, materials, and story poles	Nuisance	Monitoring		8/8/2018 Observed the storage of a boat, story poles and materials. 8/9/18 Yolanta mentioned she spoke to owner about the story poles. Emailed owner to indicate boat, container, storage, and other materials must also be removed. 8/10/18 Owner indicated story poles will be removed by the end of the month and the boat will be removed over the weekend. Emailed back to indicate container must be removed as well. Owner emailed that container is allowed to remain per City. 9/12/18 Site visit to verify story poles have been removed (although staking appears to remain). Container is still on property.
8/22/18	2	Southfield Drive	Workers smoking	Nuisance	Resolved	8/22/18	Left message with contractor who called back saying it will not happen again. Contacted complainant to provide update.
2/8/19	4	Buckboard Lane	Noise indicating possible illegal construction	Nuisance	Resolved	2/8/19	Noise was determined to be regular tree trimming and removal of vegetation
7/22/16	1	Middleridge Lane South	Hooking water hose up to fire hydrant for construction	Nuisance - Construction	Resolved	7/22/16	LA County inspector informed City that owner was approved to use hydrant for construction as long as they have a meter and confirmed meter is on fire hydrant.
12/29/16	27	Crest Road West	Construction restrooms visible from the street; parking complaints	Nuisance - Construction	Resolved	1/4/17	Restrooms were moved and cars were parked in a manner that was agreeable to the City and RHCA
12/30/16	7	Crest Road East	bathrooms visible, dirt piles	Nuisance - Construction	Resolved	Jan. 2017	Portable toilet was moved from the street; dirt piles were covered.
1/5/17	15	Portuguese Bend Road	Porta potty visible from street	Nuisance - Construction	Resolved	1/17/17	Portable toilet was moved, screened, and subsequently removed from property.
5/22/17	15	Caballeros Road	Complaint that site under construction for 2 years with no work going on	Nuisance - Construction	Resolved	5/23/17	Staff contacted contractor and Bldg Dept inspector. All permits are current and work is proceeding.
2/8/19	4	Buckboard Lane	Screening of sports court	Screening	Outstanding		12/04/2018 Code enforcement letter issued to property owners; 12/19/2018 Property owners and gardener met with City staff to discuss what needed to be planted; Vegetation has been planted by the property owners but has been determined by City staff to be insufficient; City staff to issue new letter regarding insufficient planting.
2/8/19	3	Packsaddle Road West	Screening of sports court and trellis	Screening	Resolved		Vegetation was planted that will grow tall enough for adequate screening; Planting was confirmed
	4	Poppy Trail	Illegal Horse Trail Outdoor Storage	Storage	Resolved	2/1/19	Horse trailer observed to be removed
4/8/16	2	Crest Road East	RV's location of and recreational vehicles stored outdoor exceeds allowed number	Vehicle	Resolved	11/28/17	The RV is properly located and the number of recreational vehicles stored outdoors is within limits of the code
5/18/16	6	Maverick Lane	Parking pad in easement	Vehicle	Resolved	11/30/17	RHCA has granted permission for parking pads in easements if it remains unpaved
7/1/16	15	Portuguese Bend Road	Trailer in front yard	Vehicle	Resolved	7/26/16	RV was moved proper distance behind setback.
8/22/16	9	Middleridge Lane North	RV parking overnight on street	Vehicle	Resolved	09/12/16	RV stored properly on private property
7/19/17	3	Buckboard Lane	Complaint about a golf cart parked/being stored between 1 and 3 Buckboard	Vehicle	Resolved	7/24/17	Golf cart moved properly onto private property.
8/28/17	23	Crest Road East	Illegal parking of construction vehicles	Vehicle	Resolved	8/30/17	Vehicles removed

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4/17/18	7	Chuckwagon Road	Trailer storage in front yard	Vehicle	Monitoring		4/17/18 Multiple attempts to leave owners a courtesy call but none of the numbers work; mailed letter to owners. 5/21/18 Upon inspection, trailers remain so 2nd letter sent. 6/11/18 Owner came in to show pictures of trailers outside of 50'. Trailer being stored in easement. City staff currently communicating with RHCA regarding their code enforcement process.
4/17/18	19	Bowie Road	Trailer on street	Vehicle	Resolved	5/8/18	Trailer removed upon field visit.
7/18/18	63	Crest Road East	Construction vehicle parked on street w/o flagman	Vehicle	Resolved	7/18/18	Spoke to driver who was just trying to find the entrance to the job site, and to pool contractor in charge of project. Told him of requirements to not park vehicles on the street blocking a lane unless there is a flagman
5/3/19		Morgan LN/ Johns Canayon	Water in street	water	Monitoring		Water collection on Morgan Lane and Johns Canyon looks like its coming from proeprty . Maybe from chestnut. 05-03-19 I inspected the property and it appears the water is coming from 0 Chestnut. See 0 Chestnut for more details.
2/21/19	58	Saddleback Road	Wire down		Resolved		Notified Cox and Frontier Has been resolved no wire handing down as of 04/29/19