



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

City Council

Monday, August 11, 2025, 7:00 PM

Regular Meeting
City of Rolling Hills

The meeting agenda is available on the City's website. The City Council meeting will be live-streamed on the City's website. View both the [agenda and the live-streamed video](#).

Members of the public may submit written comments by emailing the City Clerk's office at CityClerk@cityofrh.net. Your comments will become part of the official meeting record if received before 3pm on the meeting day. You must provide your full name, but please do not provide any other personal information that you do not want to be published.

View [recordings to City Council meetings](#) online.

AGENDA

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Proclamations/Announcements

4.A. Receive and file a presentation from the City of Rolling Hills Summer Interns on their respective projects

RECOMMENDATION: Receive and file.

4.B. Receive and file a verbal update from the Los Angeles County Fire Department regarding the annual Defensible Space Inspections as conducted in June 2025

RECOMMENDATION: Receive and file.

5. Approve Order of the Agenda

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

6. Blue Folder Items (Supplemental)

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

7. Public Comment on Non-Agenda Items

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

8. Consent Calendar

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

8.A. Approve Affidavit of Posting for the City Council Regular Meeting of August 11, 2025

RECOMMENDATION: Approve.

8.B. Approve Motion to Read by Title Only and Waive Further Reading of All Ordinances and Resolutions Listed on the Agenda

RECOMMENDATION: Approve.

8.C. Approve the following Minutes of July 28, 2025: City Council Regular Meeting

RECOMMENDATION: Approve as presented.

8.D. Payment of Bills

RECOMMENDATION: Approve as presented.

8.E. Adopt Resolution No. 1396 authorizing a Fiscal Year 2025-2026 Budget Modification to increase Appropriations by \$158,679 in Fund 40-935 from a transfer of General Fund Reserves for providing Construction Services on the Tennis Court ADA Improvement Project

RECOMMENDATION: Approve as presented.

8.F. Approve Sixth Amendment to a Professional Services Agreement with Alan Palermo for Project Management Services during Fiscal Year 2025-26 for an additional not-to-exceed amount of \$22,770 and authorize the City Manager to execute the amendment

RECOMMENDATION: Approve as presented.

9. Excluded Consent Calendar Items

10. Commission Items

11. Public Hearings

12. Discussion Items

12.A. Consideration and discussion regarding potential Rolling Hills Municipal Code changes related to National Weather Service Red Flag Warning Days as recommended by the Traffic Commission and City Staff

RECOMMENDATION: Receive and file. Provide direction to staff.

12.B. Review and discuss the three additional proposed Emergency Outdoor Siren locations identified by HQE Systems, resident feedback gathered to date, and provide direction on which sites should proceed to the RHCA for licensing consideration

RECOMMENDATION: Staff request direction regarding the following:

- Whether further exploration for additional siren locations is warranted.
- Which locations, if any, should be submitted to the RHCA Board for consideration and licensing of necessary easements.
- Whether staff should return at a future meeting with finalized documentation for the approved sites and next steps for implementation.
- Direction on potential funding solutions for the addition of three new siren poles.

12.C. Consideration and approval of Adopting Resolution No. 1397 awarding a Construction Contract to Doty Bros., Equipment Company for providing Construction Services on the Rule 20B portion of the Eastfield Drive Electric Utility Undergrounding Mitigation Project in an amount not to exceed \$3,287,796.85 funded by FEMA Hazard Mitigation Program #DR-4382-177-7R, authorize the Mayor to execute the Agreement, and finding the project categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15302(d)

RECOMMENDATION: Approve as presented.

13. Matters From the City Council

13.A. Consideration and approval of questions to be used for Traffic Commission appointment interviews during the August 25, 2025 City Council Special Meeting

RECOMMENDATION: Receive and file. Provide direction to staff regarding which questions will be used to interview candidates at the August 25, 2025 Special meeting.

14. Matters From Staff

14.A. Receive and file information regarding Electric Bicycle (E-Bike) regulations, prohibition and safety measures

RECOMMENDATION: Receive and file. Provide direction to staff.

14.B. Receive and file Code Enforcement Quarterly Report for the second quarter of 2025 (April 1 to June 30)

RECOMMENDATION: Receive and file.

14.C. Consideration of authorizing the Mayor to Sign a Letter of Support for Assemblymember Muratsuchi's AB 986, which seeks to expand the definition of disasters under the California Emergency Services Act to include landslides and conditions intensified by climate change, and send to the California State Senate Appropriations Committee

RECOMMENDATION: Approve as presented or provide direction to staff.

15. Recess to Closed Session

15.A. Conference with legal counsel - existing litigation Government Code Section 54956.9(d)(1) the City finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the city in the litigation. (3 cases) a. Name of case: Connie Andersen, et al. V. California Water Company, et al. (Seaview

**case) Case No.: 24STCV20953 b. Name of case: City of Rolling Hills v. SCE CPUC
docket no. C.24-10-008 c. Name of case: City of Rolling Hills v. SoCalGas CPUC
docket no. C.24-10-009**

15.B. Conference with legal counsel - initiation of litigation a closed session will be held, pursuant to Government Code Section 54956.9(c) and (d)(4) regarding the decision of whether to initiate litigation (1 case)

16. Reconvene to Open Session

17. Adjournment

Next regular meeting: Monday, August 25, 2025 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

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

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

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



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 4.A.

Meeting Date: 8/11/2025

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Receive and file a presentation from the City of Rolling Hills Summer Interns on their respective projects

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

None



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 4.B.

Meeting Date: 8/11/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Receive and file a verbal update from the Los Angeles County Fire Department regarding the annual Defensible Space Inspections as conducted in June 2025

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

1. CL_AGN_250811_CC_LACoFD_BrushInspection



Rolling Hills 2025

Emergency & Disaster Preparedness Safety Tips

DEFENSIBLE SPACE





2025 Defensible Space Inspections Dashboard Los Angeles County Fire, Operations

Filter by First Inspection Date

None

Filter by Division

None



Filter by Battalion

None



None

14

Filter by Fire Station

None



Filter by Property Status

None

Total Number of Inspections

23,894

Total Number of Parcels Inspected

23,867

Percentage Inspected

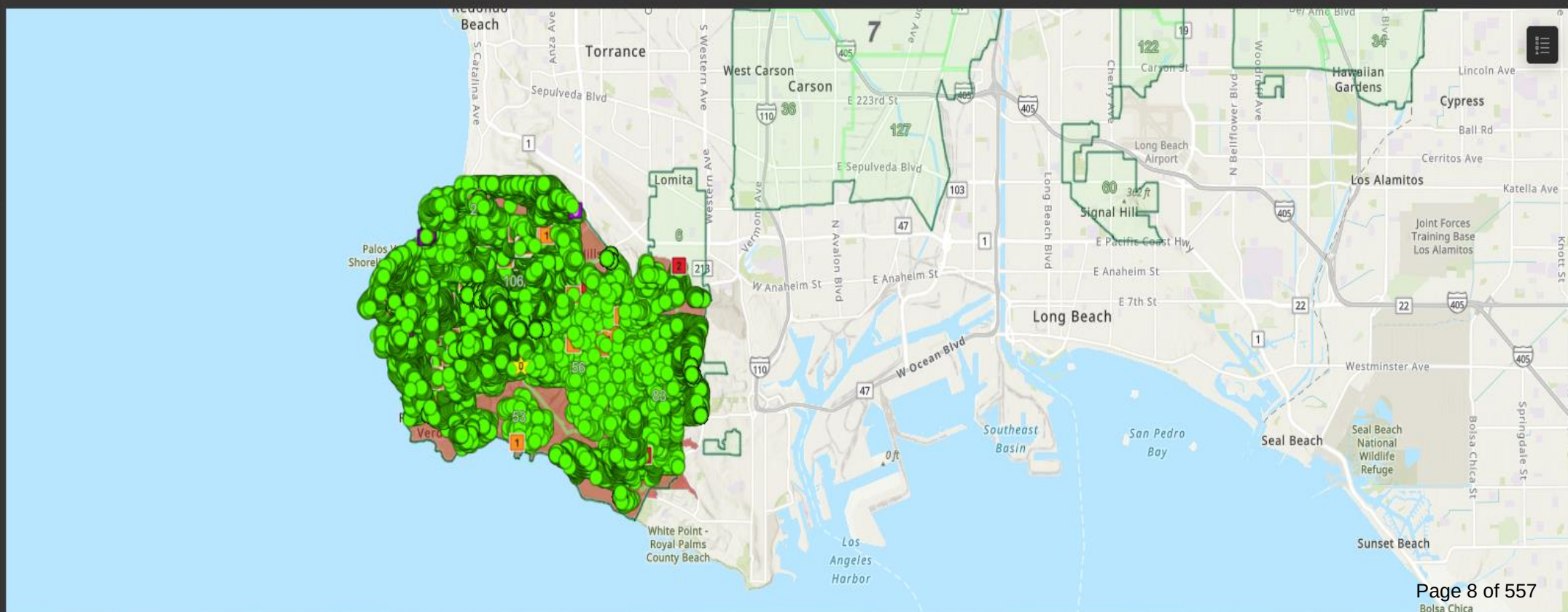
100%

Number of Parcels in Compliance

23,693

Percentage of Inspections in Compliance

99%



Filter by Division

None



Filter by Battalion

None



☒ None

☐ 14

Filter by Fire Station

56



☐ None

☐ 2

☐ 6

☐ 53

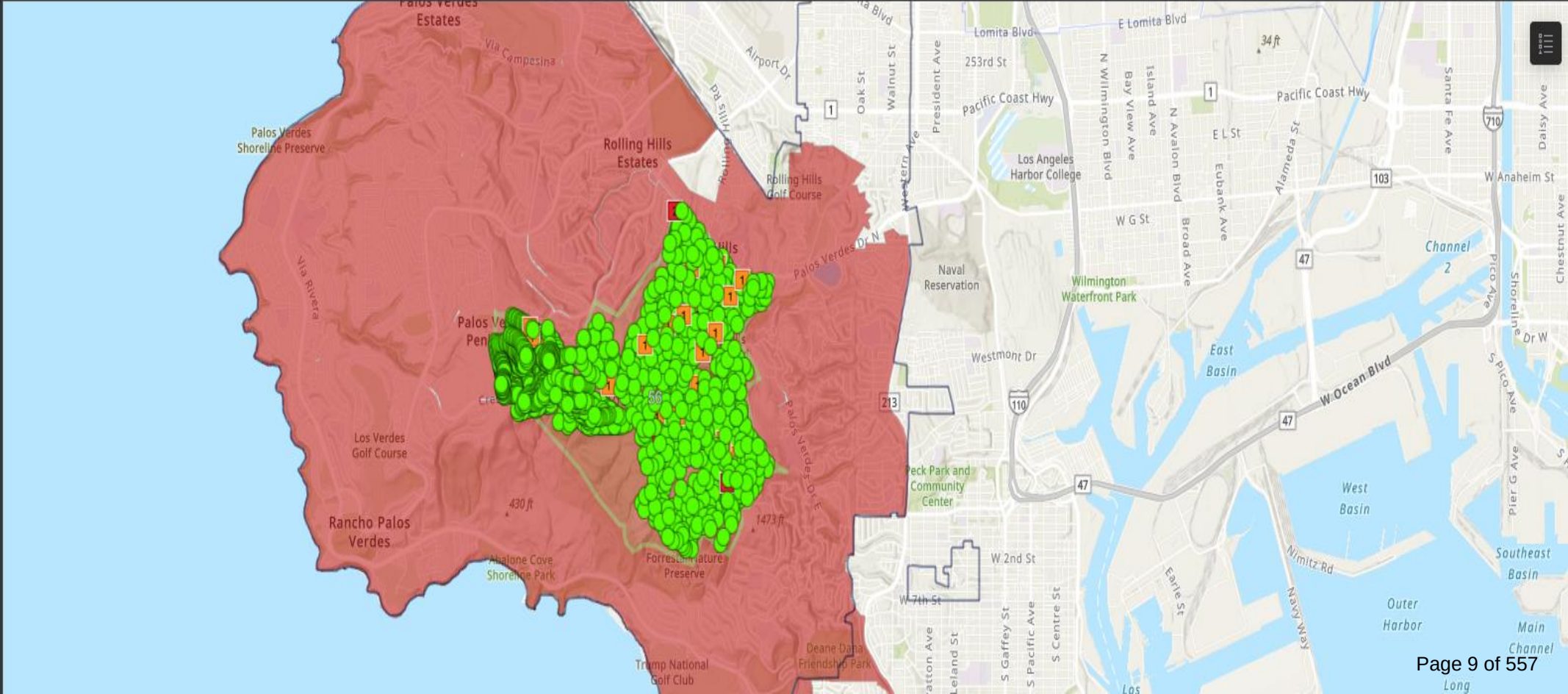
☒ 56

☐ 83

Filter by Property Status

None

Total Number of Inspections	Total Number of Parcels Inspected	Percentage Inspected	Number of Parcels in Compliance	Percentage of Inspections in Compliance
1,417	1,417	100%	1,379	97%





Filter by Division

None



Filter by Battalion



None

14

Filter by Fire Station

56



Search...

None

2

6

53

56

83

Reset

Filter by Property Status

1st Non Compliant

Total Number of Inspections

35

Total Number of Parcels Inspected

35

Percentage Inspected

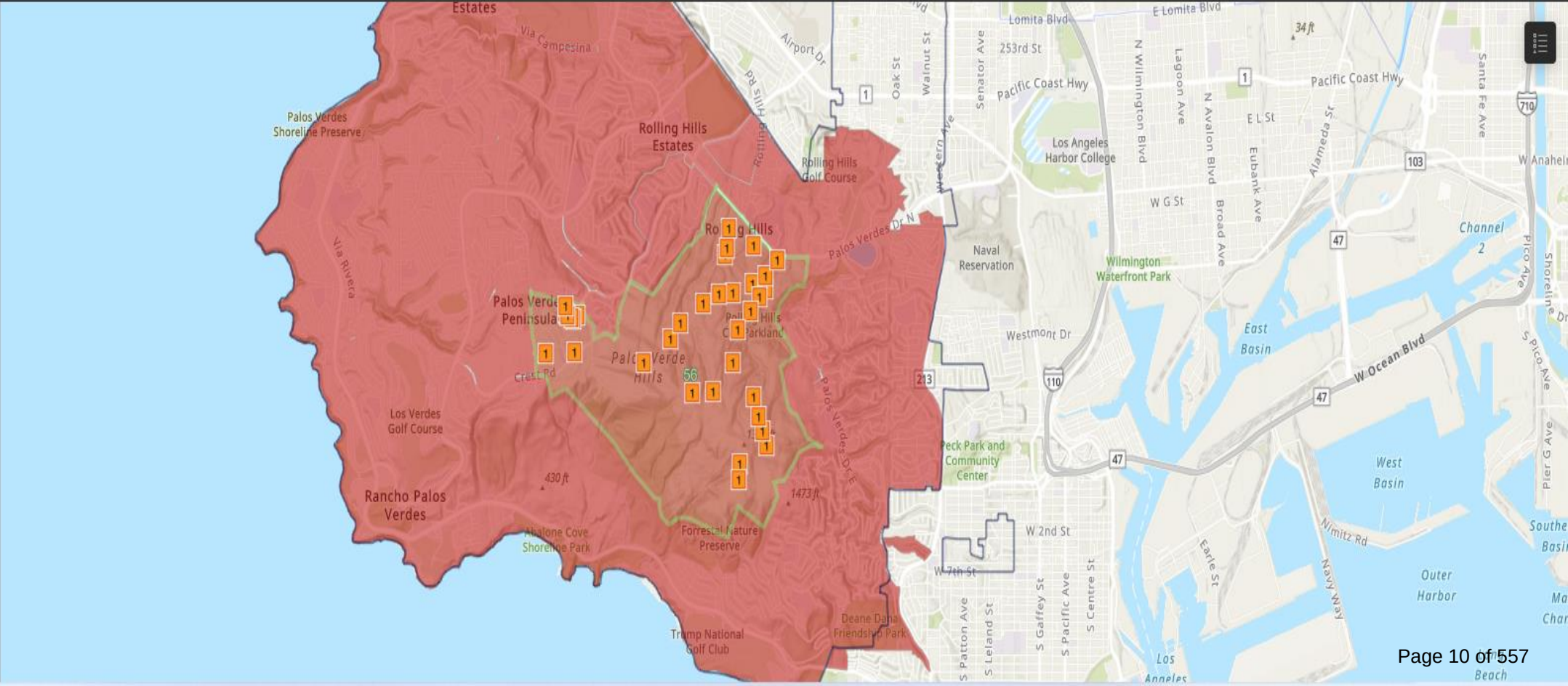
2%

Number of Parcels in Compliance

0

Percentage of Inspections in Compliance

0%





Filter by Division

None



Filter by Battalion



None

14

Filter by Fire Station

56



Search...

None

2

6

56

83

106

Reset

Filter by Property Status

2nd Non Compliant

Total Number of Inspections

3

Total Number of Parcels Inspected

3

Percentage Inspected

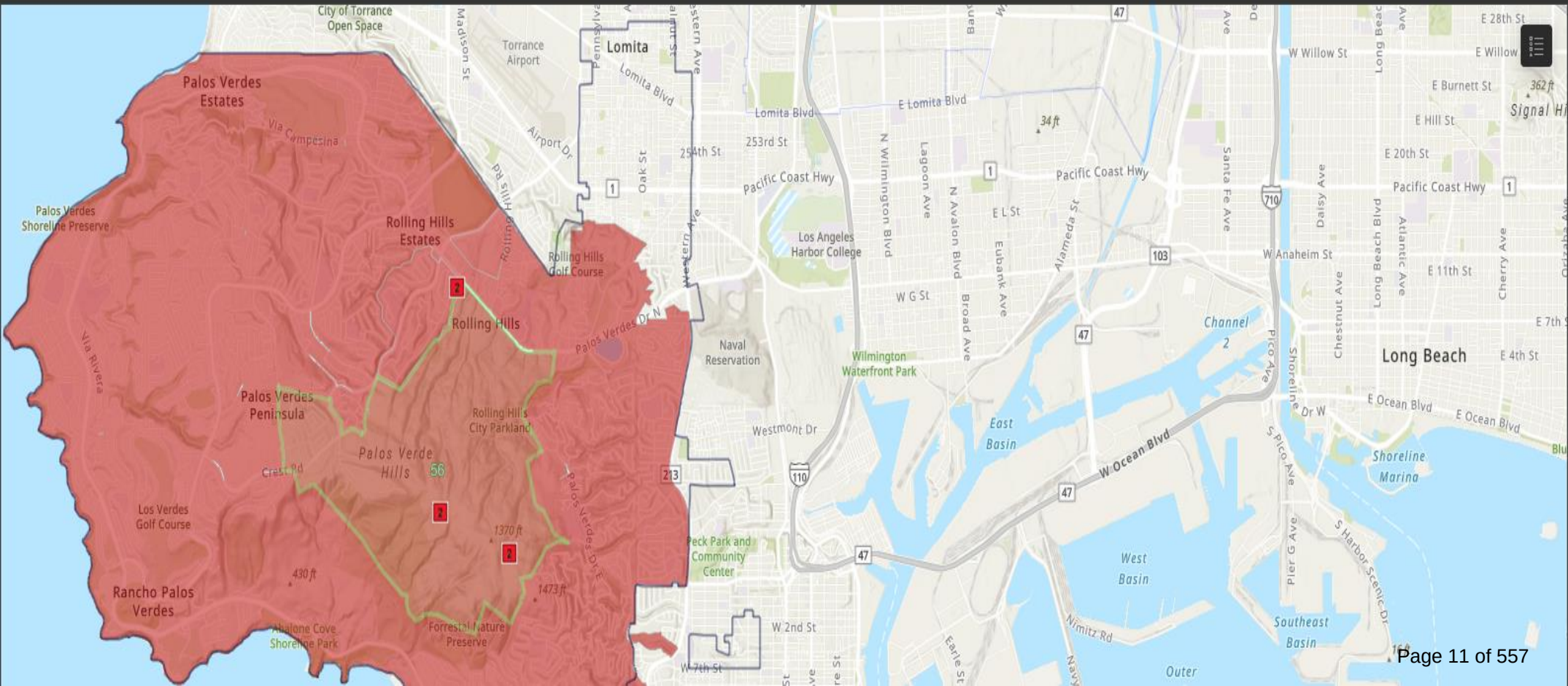
0%

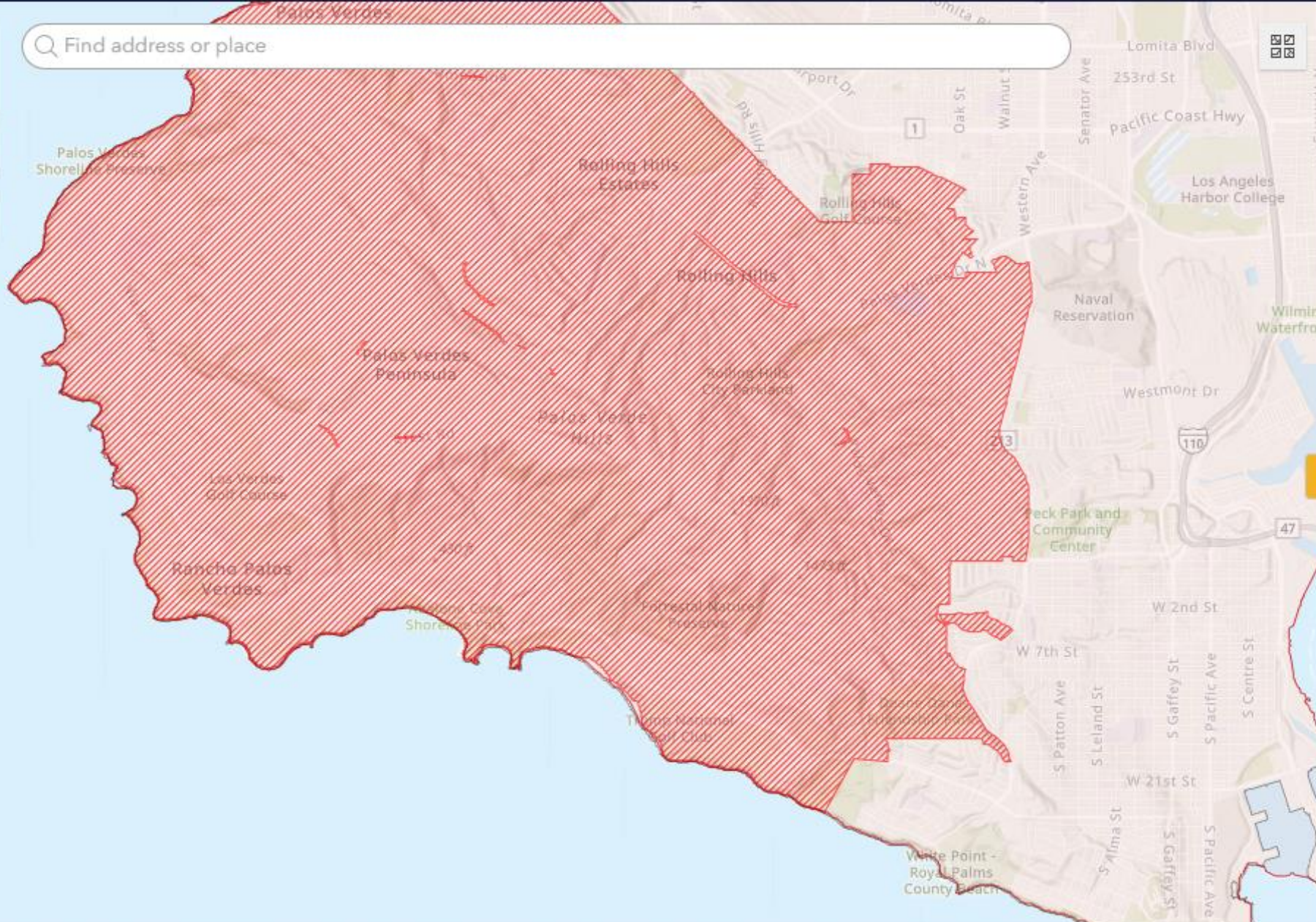
Number of Parcels in Compliance

0

Percentage of Inspections in Compliance

0%





2025 Fire Hazard Severity Zones in Local Responsibility Area, as Recommended by the State Fire Marshal

Fire Hazard Severity Zone

- Very High
- High
- Moderate

2007-2011 Fire Hazard Severity Zones in Local Responsibility Area, as Recommended by the State Fire Marshal

- Very High

FHSZ Rollout Phases

Rollout Phase

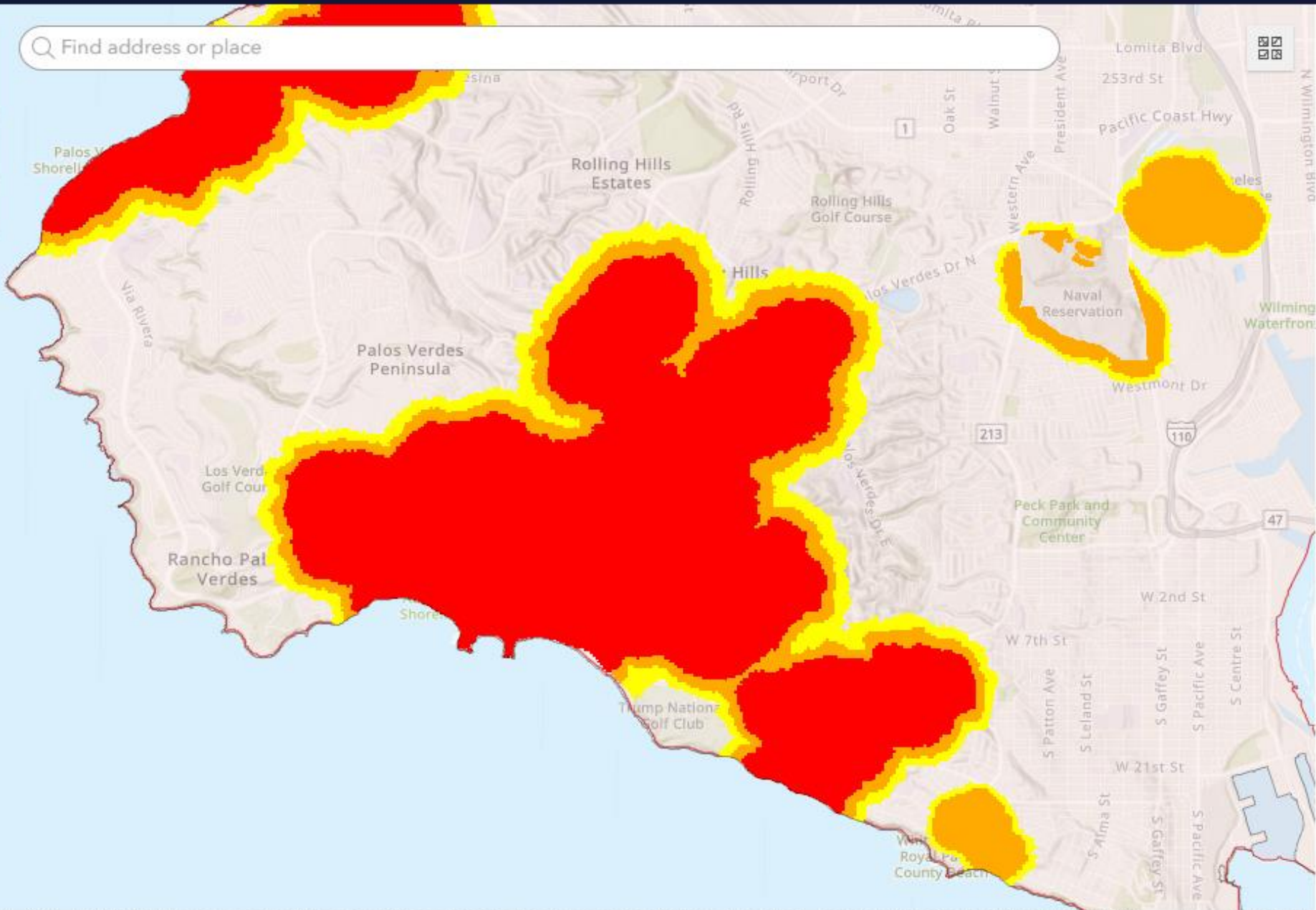
- Phase 1
- Phase 2
- Phase 3
- Phase 4

Swipe to compare





Find address or place



2025 Fire Hazard Severity Zones in Local Responsibility Area, as Recommended by the State Fire Marshal

Fire Hazard Severity Zone

- Very High
- High
- Moderate

2007-2011 Fire Hazard Severity Zones in Local Responsibility Area, as Recommended by the State Fire Marshal

- Very High

FHSZ Rollout Phases

Rollout Phase

- Phase 1
- Phase 2
- Phase 3
- Phase 4

Swipe to compare



Changes in inspection numbers from 2025 to 2026

Palos Verdes Estates	5,127	1,031	405	396	1,832
Rancho Palos Verdes	14,156	1,868	1,107	1,073	4,048
Rolling Hills	703	214	67	50	331
Rolling Hills Estates	3,178	50	110	276	436



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.A.

Meeting Date: 8/11/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approve Affidavit of Posting for the City Council Regular Meeting of August 11, 2025

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve.

Attachments:

1. CL_AGN_250811_CC_AffidavitofPosting



Administrative Report

8.A., File # 2025-77

Meeting Date: 8/11/2025

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR MEETING OF AUGUST 11, 2025

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

Legislative Body	City Council
Posting Type	Regular Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php

Meeting Date & Time	AUGUST 11, 2025	7:00pm Open Session
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As City Clerk of the City of Rolling Hills, I declare under penalty of perjury, the document noted above was posted at the date displayed below.

Christian Horvath, City Clerk

Date: August 8, 2025



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.C.

Meeting Date: 8/11/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Approve the following Minutes of July 28, 2025: City Council Regular Meeting

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve as presented.

Attachments:

1. CL_MIN_250728_CC_F



1. Call To Order

The City Council of the City of Rolling Hills met in person on the above date at 7:01 p.m. Mayor Pieper presiding.

2. Roll Call

Councilmembers Present:

Mirsch, Wilson, Black, Dieringer, Mayor Pieper

Councilmembers Absent:

None

Staff Present:

Karina Bañales, City Manager

Christian Horvath, Assistant to the City Manager / City Clerk

Samantha Crew, Management Analyst

Robert Samario, Finance Operations Lead Consultant

Nicolas Papajohn, City Attorney

3. Pledge Of Allegiance – Councilmember Black

4. Presentations / Proclamations / Announcements – None

Mayor Pieper inadvertently skipped Item 5.

6. Blue Folder Items (Supplemental) – None

7. Public Comment on Non-Agenda Items

Public Comment: Gene Honbo, Arlene Honbo, Charlie Raine, Marita Geraghty, Maureen Nunn,
Judith Haenel

Mayor Pieper moved back to Item 5.

5. Approve Order of the Agenda

Based on public comment on non-agenda items, Mayor Pieper recommended moving Item 14A after Item 11A and then returning back to the normal agenda. Without objection, so ordered.

8. Consent Calendar

8.A. Approve Affidavit of Posting For The City Council Regular Meeting Of July 28, 2025

8.B. Approve Motion to Read by Title Only and Waive Further Reading of All Ordinances and Resolutions Listed on the Agenda

8.C. Approve the following Minutes of June 23, 2025: City Council Regular Meeting

8.D. Payment of Bills

8.E. Pulled by Councilmember Mirsch

8.F. Pulled by Mayor Pro Tem Dieringer

8.G. Designate voting delegate and alternate voting delegate to the League of California Cities Annual Conference from October 8-10 to be held in Long Beach, CA

Motion by Councilmember Black, seconded by Councilmember Wilson to approve the Consent Calendar except Items 8E and 8F. Motion carried unanimously with the following vote:

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

9. Excluded Consent Calendar Items

8.E. Republic Services Recycling Tonnage and Complaint Reports for May and June 2025

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

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

8.F. For Second Reading and Adoption: Adopt by Title Only Ordinance No. 386 amending Chapter 17.16 of the Municipal Code regarding the height limits of single-family residential homes, stables and barns; and finding the action to be statutorily exempt from CEQA under section 21080.17 of the Public Resources Code

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

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

10. Commission Items – None

11. Public Hearings

11.A. A Public Hearing to Consider and Adopt Resolution No. 1395 Authorizing Placement of Solid Waste Service Charges Owed to Republic Services Pursuant to its Solid Waste Franchise with the City of Rolling Hills on the Fiscal Year 2025-26 Los Angeles County Auditor-Controller's Office Annual Tax Roll

Presentation by Finance Operations Lead Consultant Samario

Public Comment: Marita Geraghty

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

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

NOES: None
ABSENT: None

Mayor Pieper moved to Item 14A.

14. Matters From Staff

14.A. Receive and File a Public Safety and Emergency Preparedness Update

Presentation by Management Analyst Crew

Public Comment: Mark Ursic, Marita Geraghty, Arlene Honbo

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

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

12. Discussion Items

12.A. Consider and approve Republic Services field operation expansion of Mother Truck staging site locations

Presentation by Assistant to the City Manager / City Clerk Horvath

Motion by Mayor Pro Tem Dieringer, seconded by Councilmember Black to approve the updated citywide Mother Truck locations as presented with a revision to the listed Buggywhip location by not specifying the Crest Road West intersection. Motion carried unanimously with the following vote:

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

12.B. Consideration of awarding a construction contract to Fidelity Builders, Inc. for providing construction services on the Tennis Court ADA Improvement Project in an amount not-to-exceed \$783,506.25, Authorize the City Manager to execute the agreement, and finding the project categorically exempt from the California Environmental Quality Act

Presentation by Assistant to the City Manager / City Clerk Horvath

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

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

12.C. Authorize the City Manager to Sign a Letter of Support for the Palos Verdes Peninsula Mass Care and Evacuation Plan Grant Application

Presentation by Management Analyst Crew

Motion by Councilmember Mirsch seconded by Councilmember Wilson to approve as presented. Motion carried unanimously with the following vote:

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

13. Matters From the City Council – None

14. Matters From Staff

14.B. Receive and file a Verbal Update on the status of the Traffic Commission Vacancy and Appointment

Presentation by Assistant to the City Manager / City Clerk Horvath

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

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

15. Recess To Closed Session – 8:31 p.m.

- 15.A. Conference with Legal Counsel - Existing Litigation Government Code Section 54956.9(D)(1) the City finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation. (3 Cases)**
A. Name of Case: Connie Andersen, et al. v. California Water Company, et al. (Seaview Case) Case No.: 24STCV20953
B. Name of Case: City Of Rolling Hills v. SCE CPUC Docket No. C.24-10-008
C. Name of Case: City Of Rolling Hills v. SoCalGas CPUC Docket No. C.24-10-009

- 15.B. Conference With Legal Counsel - Initiation of Litigation a Closed Session will be held, pursuant to Government Code Section 54956.9(C) and (D)(4) regarding the decision of whether to initiate litigation (1 Case)**
Recommendation: None

16. Reconvene To Open Session – 9:22 p.m.

17. Adjournment: 9:22 p.m.

The meeting was adjourned at 9:22 p.m. on July 28, 2025. The next regular meeting of the City Council is scheduled to be held on Monday, August 11, 2025 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: <https://www.rolling-hills.org/government/agenda/index.php>

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

Respectfully submitted,

Christian Horvath, City Clerk

Approved,

Jeff Pieper, Mayor



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.D.

Meeting Date: 8/11/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Payment of Bills

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

Approve as presented.

Attachments:

1. CL_AGN_250811_CC_PaymentOfBills_E

Check No.	Check Date	Payee	Description	Amount
029008	8/6/2025	California JPIA	Pollution Liability Ins - FY25-26	500.00
029009	8/6/2025	Cell Business Equipment	Copier Usage from 04-05-25 to 07-04-25	2,185.06
029010	8/6/2025	Civicplus	Municode Serv & Online Hosting FY25-26	1,817.23
029011	8/6/2025	Don Slaught	P#988 C&D Refund 27 Middleridge Lane S	1,000.00
029012	8/6/2025	GWMA	Harbor Toxic Downstream FY25-26	15,019.00
029013	8/6/2025	Lee Su	P#990 C&D Refund 2 Open Brand Road	1,000.00
029014	8/6/2025	McGowan Consulting	Municipal Stormwater Consulting Serv for June 2025	3,038.63
029014	8/6/2025	McGowan Consulting	Municipal Stormwater Consulting Serv for May 2025	2,385.30
CHECK TOTAL			\$ 5,423.93	
029015	8/6/2025	Orkin	July 2025 Monthly Pest Control	187.00
029016	8/6/2025	PVS, Inc.	Security Alarm for July 2025/Qtrly Fire Alarm July-Sept	360.00
029017	8/6/2025	Race Communications	Race Communications Fiber for August 2025	1,020.00
029018	8/6/2025	Willdan Inc.	Senior Planner Contract-June 2025	22,260.00
ACH-910	7/31/2025	Abila	July 2025 Accounting Software	377.63
ACH-911	8/1/2025	Bennett Landscape	Landscape Maint Service for August 2025	1,020.00
ACH-912	7/22/2025	CalPERS	CalPERS Retirement Payroll Ending 07-22-25	3,258.07
ACH-913	7/30/2025	CalPERS	CalPERS Unfunded Accrued Liability-Classic FY25-26	7,608.92
ACH-914	7/30/2025	CalPERS	CalPERS Unfunded Accrued Liability-PEPRA FY25-26	137.25
ACH-915	8/1/2025	Delta Dental	Dental Coverage for August 2025	873.47
ACH-916	8/1/2025	Forum Info-Tech. Inc./Levelcloud	August 2025 Cloud Hosting	5,736.22
ACH-917	8/1/2025	Nextiva	Business Phone Service for August 2025	289.08
ACH-918	7/31/2025	Pacific Premier Bank / FNBO	Pacific Premier July 2025 Credit Crd Stmt Acct#0306	960.00
ACH-919	7/31/2025	Pacific Premier Bank / FNBO	Pacific Premier July 2025 Credit Card Stmt Acct#1746	910.29
ACH-920	7/30/2025	Pitney Bowes	Postage for July 2025	502.25
ACH-921	6/30/2025	Point and Pay	June 2025 Online Bill Pay	25.00
ACH-922	7/25/2025	Robert Half	Temp Admin Clerk PE 07-25-25	581.23
ACH-923	8/1/2025	Robert Half	Temp Admin Clerk PE 08-01-25	512.85

ACH-924	8/1/2025	Standard Insurance Company	August 2025 Life Insurance Policy #161783 Div 0001	205.79
ACH-925	7/22/2025	Vantagepoint Transfer Agents -	Deferred Comp Contributions PR Ending 07-22-25	1,101.41
ACH-926	8/1/2025	Vision Service Plan - (CA)	Vision Coverage for August 2025	132.19
PR LINK	7/22/2025	PR LINK - Payroll & PR Taxes PR15	Payroll Processing Fee PR#15_07/09/25 - 07/22/25	85.30
PR LINK	7/22/2025	PR LINK - Payroll & PR Taxes PR15	Pay Period PR#15_07/09/25 - 07/22/25	18,308.39
REPORT TOTAL				93,397.56

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

\$ 93,397.56 for the payment of above items.

Karina Banales, City Manager



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.E.

Meeting Date: 8/11/2025

To: City Council

From: Christian Horvath, Assistant to the City Manager / City Clerk

Thru: Karina Bañales, City Manager

Subject: Adopt Resolution No. 1396 authorizing a Fiscal Year 2025-2026 Budget Modification to increase Appropriations by \$158,679 in Fund 40-935 from a transfer of General Fund Reserves for providing Construction Services on the Tennis Court ADA Improvement Project

Background:

At the June 12, 2023 City Council Meeting, city staff reported on a coordination meeting with the Rolling Hills Community Association (RHCA) held in May 2023. At this meeting, it was communicated that the City's Tennis Courts ADA Improvement Project (TC-ADA) would incorporate the grading and retaining wall to support the RHCA's Cabana improvement/amenities project. This addition to the City's improvement plans was determined based on concerns over the sequence of construction and to facilitate workflow between contractors commissioned by the city and the RHCA. City staff, RHCA, and Bolton Engineering held two subsequent coordination meetings on June 6, 2023, and June 14, 2023, to discuss outstanding items and update all parties.

On June 26, 2023 the City Council directed staff to advertise the TC-ADA for bids and approved the allocation for landscape, irrigation, and lighting plans. The City Council would be provided the opportunity to review the results of the construction bids and ultimately decide whether to award a contract at a later date.

On July 10, 2023, the City Council approved Resolution No. 1344, authorizing a budget amendment to transfer \$307,000 from reserves to the Capital Projects Fund for this project.

On July 24, 2023, the City Council was asked to approve RHCA's conceptual design so they could submit plans to Los Angeles County Building & Safety (LACBS) to begin the permitting process. The Council voted to approve it as presented, noting that it would discuss the proposed firepit when the item comes back in the future.

In November 2023, the RHCA shared plans for the expansion of Tennis Court #1, a proposal for the scope of work, and cost estimates. Staff and the RHCA continued with planning/staging discussions to lead responsibility for the various project components.

In December 2023, as part of the ongoing discussions, the RHCA provided staff with plans, two bids from 2022, and a staff memo that described the tennis club's request and scope of work for the rebuilding and expansion of Court #1. The RHCA agreed to send an overview of their construction program with timelines and key milestones.

In January 2024, staff received approved grading plans from LACBS. RHCA enlisted the services of the Bergman Group to help with construction management, and LACBS began its second round of review on RHCA's cabana

On April 22, 2024, the City Council unanimously approved assigning the RHCA to lead responsibility for the combined TC- ADA and Cabana projects. The city then took the lead in constructing the subsequent Tennis Court #1 Expansion Project.

At the June 24, 2024, City Council meeting, staff presented that due to financial constraints caused by significant infrastructure repairs requiring immediate attention, the RHCA had reconsidered their approach and requested reverting to the initial concept with the City leading the ADA component of the Tennis Court improvements. To assist with the fiscal impact, the RHCA board had agreed, per lease agreement obligations, to contribute 50% of the associated cost for the TC- ADA. The RHCA board allocated \$400,000 and would review and consider additional funding if required. Based on this information, the City Council authorized reallocating funds from the capital account designated for the Tennis Court 1 expansion project back to the TC-ADA.

On August 26, 2024, the City Council approved a contract with the Bergeman Group for Construction Management Services.

On November 6, 2024, staff released a public notice of bid for the Tennis Court Improvement Project, Job No. 2024-01, with a closing date of December 3, 2024. While interested parties attended the mandatory job walk, upon closing, no interested bidders submitted.

On January 14, 2025, staff re-released a public notice of bid for Tennis Court Improvement Project, Job No. 2025-01 Request for Bid. On February 18, 2025, the City received three (3) sealed bids at the 2 pm Bid Closing that totaled from \$700,360 to \$2,648,138.83.

On April 14, 2025, staff presented the three bids for the City Council's consideration and potential awarding to the lowest responsible bidder. The City Council, in the public interest, rejected all bids and requested staff re-issue the bid again in the hopes that more contractors would participate and lower the bid amount. Staff revised the bid and accompanying breakdown form with the intention of simplifying the process for interested bidders.

On April 30, 2025, staff re-released a public notice of bid for Tennis Court Improvement Project, Job No. 2025-03 Request for Bid. On May 27, 2025, the City received one (1) sealed bid at the 2 pm Bid Closing.

Discussion:

On June 28, 2025, the City Council awarded a construction contract to Fidelity Builders, Inc. for providing construction services on the Tennis Court ADA Improvement Project in an amount not-to-exceed \$783,506.25 and found the project categorically exempt from the California Environmental Quality Act.

The attached resolution authorizes a Fiscal Year 2025-2026 Budget Modification to increase Appropriations by \$158,679 in Fund 40-935 from a transfer of General Fund Reserves for providing

Construction Services on the Tennis Court ADA Improvement Project.

Staff recommends the City Council Adopt the Resolution as presented.

Fiscal Impact:

The City Council currently has a balance of approximately \$279,301 appropriated in the Capital Improvement Fund for this project.

In 2024, the City Council approved \$103,950 for construction management services, which included a 10% contingency. To date, the City has spent \$11,496.50 on pre-construction consultation. The attached resolution authorizes a Fiscal Year 2025-2026 Budget Modification to increase Appropriations by \$158,679 in Fund 40-935 from a transfer of General Fund Reserves.

The total not-to-exceed fee for Fidelity Builder, Inc. is \$783,506.25 and includes a 10% contingency.

As noted in the report's background section, to assist with the fiscal impact and in accordance with the existing lease agreement obligations with the RHCA, their board has agreed to cost-share 50% of the associated project expenses. The RHCA has currently allocated \$400,000 towards the ADA component and would review /consider additional funding if required. The RHCA has also agreed to cost-share 50% of the ongoing associated Construction Management costs. A 50% cost-share is \$398,432 (\$437,980 with contingencies).

Recommendation:

Approve as presented.

Attachments:

1. ResolutionNo1396_TC-ADA_CIP_BudgetAmendment_F

RESOLUTION NO. 1396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA AUTHORIZING A FISCAL YEAR 2025-2026 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY \$158,679 IN FUND 40-935 FROM A TRANSFER OF GENERAL FUND RESERVES FOR PROVIDING CONSTRUCTION SERVICES ON THE TENNIS COURT ADA IMPROVEMENT PROJECT

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

Section 1. Recitals.

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

B. On July 10, 2023 the City Council approved Resolution No. 1344, authorizing a budget amendment to transfer \$307,000 from General Fund Reserves into the Capital Projects Fund 40-935 for the Tennis Court ADA Improvement Project.

C. On July 28, 2025 the City Council presented bids the City received regarding Construction Services for the Tennis Court ADA Improvement Project, accepted the bid and approved a contract.

C. The lowest bidder meeting the Bid requirements was Fidelity Builders Inc. with a base bid of \$713,861.25. The total amount, including a 10% contingency, is \$783,506.25.

E. The City desires to appropriate an additional One hundred fifty-eight thousand, six hundred and seventy-nine dollars (\$158,679) in Fund 40-935 from a transfer of General Fund Reserves for the Tennis Court ADA Improvement Project.

Section 2. The sum of One hundred fifty-eight thousand, six hundred and seventy-nine dollars (\$158,679) is hereby appropriated in the Fund 40-935 from a transfer of General Fund Reserves for the Tennis Court ADA Improvement Project.

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

PASSED, APPROVED, AND ADOPTED this 11th day of August, 2025

JEFF PIEPER
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

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

The foregoing Resolution No. 1396 entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROLLING HILLS, CALIFORNIA
AUTHORIZING A FISCAL YEAR 2025-2026
BUDGET MODIFICATION TO INCREASE
APPROPRIATIONS BY \$158,679 IN FUND 40-935
FROM A TRANSFER OF GENERAL FUND
RESERVES FOR PROVIDING CONSTRUCTION
SERVICES ON THE TENNIS COURT ADA
IMPROVEMENT PROJECT**

was approved and adopted at a regular meeting of the City Council on the 11th
day of August 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHRISTIAN HORVATH
CITY CLERK



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 8.F.

Meeting Date: 8/11/2025

To: City Council

From: Christian Horvath, Assistant to the City Manager / City Clerk

Thru: Karina Bañales, City Manager

Subject: Approve Sixth Amendment to a Professional Services Agreement with Alan Palermo for Project Management Services during Fiscal Year 2025-26 for an additional not-to-exceed amount of \$22,770 and authorize the City Manager to execute the amendment

Background:

In July 2019, the City Council engaged the services of Alan Palermo Consulting (APC) to manage the City's capital improvement projects for Fiscal Year 2019-2020 for four projects: construction of Tennis Courts ADA improvements, City Hall ADA improvements, Sewer Feasibility study phase II, and 2019/2020 annual signage and striping project. (Attachment B)

The 2019/2020 annual signage and striping project was completed in April 2020. The Sewer Feasibility study phase II was completed in May 2020. APC assisted in preparing a design Request for Proposal for the 8" sewer main along Rolling Hills and the City Council engaged NV5 for the engineering design of the 8" line on August 24, 2020.

In September 2020, the City Council amended APC's contract for the first time (Attachment C) to include additional budget towards managing additional projects including the City Hall ADA improvements design, the 8" sewer main design along Rolling Hills Road, the Block Captain Program communications project, Proposition 68 Per Capita Program allocation, the Crest Road East Utility Undergrounding grant project and a small budget for coordinating with the Rolling Hills Community Association on tennis courts ADA improvements.

In June 2022, the City and APC amended the agreement for a second time (Attachment D) to extend the term for the scope of work and its completion.

In September 2022, the City and APC amended the agreement for a third time (Attachment E) to clarify the scope of work, extend the term and restate costs.

In July 2023, the City and APC amended the agreement for a fourth time (Attachment F) to clarify the scope of work, extend the term and restate costs.

In August 2024, the City and APC amended the agreement for a fifth time (Attachment G) to clarify the scope of work, extend the term and restate costs.

Discussion:

In recent years, staff have taken a larger role in the project management of capital projects as a strategy to curb expenses. Staff continue to utilize APC for their expertise and guidance as needed. The attached Sixth Amendment (Attachment A) clarifies the scope of work and restates estimated potential costs.

To meet project management needs for Fiscal Year 2025-2026, APC was asked to provide a proposal for services for the following projects:

1. Closeout for the Design of City Hall ADA Improvements.
2. Limited Project Management Assistance for the Tennis Court ADA Construction.
3. Project Management Assistance for the USDA grant preparation, bidding, and construction of an 8-inch sewer main along Portuguese Bend Road (if the Council chooses to move forward).
4. Limited staff support for the construction of the Eastfield Utility Undergrounding Grant Project.
5. Project Management Assistance on Bid Preparation / Construction of Emergency Backup Power Project.
6. Miscellaneous Professional Services to support other City Projects as needed.

Fiscal Impact:

The FY 25-26 Adopted Budget includes \$10,000 specifically for Project Management services as needed in 01-01-890. Capital funds are also utilized for specific project costs as deemed necessary.

Recommendation:

Approve as presented.

Attachments:

1. Attachment A - CA_AGR_240811_Alan Palermo_Amendment06_F_PE
2. Attachment B - CA_AGR_190718_Alan Palermo_F_E
3. Attachment C - CA_AGR_200928_Alan Palermo_Amendment01_F_E
4. Attachment D - CA_AGR_211109_Alan Palermo_Amendment02_F_E
5. Attachment E - CA_AGR_220912_PSA_Alan Palermo_Amendment03_F_E
6. Attachment F - CA_AGR_230710_Alan Palermo_Amendment04_F_E
7. Attachment G - CA_AGR_230710_Alan Palermo_Amendment05_F_E

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Sixth Amendment") is made and entered into this 11th day of August 2025 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment");

C. On June 30, 2022, the City and Consultant amended the Agreement for the second time to extend the term for Consultant to complete the scope of work (the "Second Amendment").

D. On September 12, 2022, the City and Consultant amended the Agreement for the third time to clarify the scope of work, extend the term for Consultant to complete the scope of work, and state the costs for the work provided (the "Third Amendment").

E. On July 10, 2023, the City and Consultant amended the Agreement for the fourth time to clarify the scope of work, extend the term for Consultant to complete the scope of work, and state the costs for the work provided (the "Fourth Amendment").

F. On August 26, 2024, the City and Consultant amended the Agreement for the fifth time to clarify the scope of work, extend the term for Consultant to complete the scope of work, and state the costs for the work provided (the "Fifth Amendment").

G. The Parties now desire to amend the Agreement to clarify the scope of work, extend the term for Consultant to complete the scope of work, and state the costs for the work provided (the "Sixth Amendment").

H. Consultant is well qualified by reason of education, training, and experience; and

I. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. Section 2 (SCOPE OF WORK) of the Agreement is amended to read as follows:

"2. SCOPE OF WORK

Consultant shall perform all work necessary to complete in a manner satisfactory to City the services set forth in the scope of work attached as Exhibit A to this Sixth Amendment."

2. Section 3 (COST) of the Agreement is amended to read as follows:

"3. COST

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

A. Compensation. An additional twenty-two thousand, seven hundred seventy dollars (\$22,770) is added to the permitted compensation under this Sixth Amendment. This fee includes all expenses, travel, attendance at meetings and miscellaneous costs, estimated to be accrued."

3. Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

"9. TERM OF CONTRACT

This Agreement shall be valid until June 30, 2026 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement."

2. All terms and conditions of the Agreement not amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, Fifth Amendment, or this Sixth Amendment remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Sixth Amendment on the date and year first above written, and it is effective as of June 30, 2025.

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING

¶



CITY MANAGER

ALAN PALERMO

DATE: _____

DATE: 8/5/25

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

EXHIBIT A

Alan Palermo Consulting

August 4, 2025

2025-RH005_R1

Ms. Karina Banales | City Manager
Mr. Christian Horvath | Assistant to the CM / City Clerk
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: **Professional Services – Project Management Services/Consulting Agreement for CIP and Special Projects**

Dear Ms. Banales / Mr. Horvath:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects for the period 7/6/25 through 6/30/26 :

1) **Project Management for the Design of City Hall ADA Improvements:**

- a) Continued coordination for approval of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture) and "shelving/mothballing" the project for future bidding/construction. Package relevant files and provide to City for archiving.

2) **Project Management for the Tennis Court ADA Improvements:**

- a) Project Management during Construction of the Tennis Court ADA Improvement project in the 2025-2026 fiscal year.
- b) Provide coordination and City's Construction Management firm (The Bergman Group), City Staff, and Rolling Hills Community Association.
- c) Assist with project closeout upon completion of construction.

3) **Project Management for the Bidding and Construction of the 8-inch sewer main along Portuguese Bend Road (Phase I):**

- a) Coordinate/support City Staff to secure the federal funding earmarked for this sewer improvement project.
- b) Coordinate with Rolling Hills Estates to finalize permit fees for the approved sewer improvement plans.
- c) Upon completion of Sewer Improvement Plan Construction Documents, Finalize Bid Documents to solicit construction bids for the Sewer Improvements, manage bid process and preparation of Construction Contract with selected contractor.

1431 12th Street, Apt B, Manhattan Beach, California 90266 / (310) 717-3244

Alan Palermo Consulting

- d) Prepare RFP and evaluate proposals for Construction Management/Inspection of Improvements
- e) Project Management during Construction Phase in the 2025-2026 fiscal year. **TBD.**
- 4) **Support City Staff for the Eastfield Utility Undergrounding Project:**
 - a) Provide support to City staff for construction of Eastfield Utility undergrounding project.
- 5) **Emergency Generator Replacement**
 - a) Upon completion of Construction Documents, Finalize Bid Documents to solicit construction bids for the Project, manage bid process and preparation of Construction Contract with selected contractor.
 - b) Assist City as requested with Project Management during Construction Phase in the 2025-2026 fiscal year.
- 6) **Miscellaneous Professional Services to support City Projects:**
 - a) Provide Professional Services when requested by the City to:
 - i) Prepare RFP's / Bid Document assistance for other City projects when requested
 - ii) Manage/provide assistance for additional City projects upon request of the City

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty-five (\$165) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

Item No.	<u>Project Description</u>	<u>Time Period</u>	<u>Total Hours (Estimate)</u>	<u>Total Fee</u>
1	Project Management for the Design of City Hall ADA Improvements Project	7/6/2025 - 6/30/2026	2	\$ 330
2	Project Management for the Tennis Court ADA Improvements	7/6/2025 - 6/30/2026	12	\$ 1,980
3	Project Management for the Bidding and Construction of the 8-inch sewer main along Portuguese Bend Road (Phase I)	7/6/2025 - 6/30/2026		\$ -
	a) and b)		12	\$ 1,980
	c) and d)		24	\$ 3,960
4	Support City Staff for the Eastfield Utility Undergrounding Project	7/6/2025 - 6/30/2026	4	\$ 660
5	Emergency Generator Replacement	7/6/2025 - 6/30/2026	24	\$ 3,960
6	Professional Services / Assistance	7/6/2025 - 6/30/2026	60	\$ 9,900
	Total Hours		138	
	Total Fee	\$ -		\$ 22,770

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

Alan Palermo Consulting

SCHEDULE OF BILLING RATES

Effective January 1, 2022

Principal/Owner

\$165.00/Hour

Note 1: Hourly rate includes **Consultants** mileage to perform services on behalf of the **Client**.

Note 2: Reimbursable Expenses: **Client** shall pay the cost of any applicable reimbursable expenses, plus 15%, incurred on Client's behalf. If requested, Alan Palermo Consulting will provide a computer printout, which details these costs.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July 2019 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

1. RECITALS:

A. The CITY desires to retain CONSULTANT to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program; and

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

C. 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 Exhibit A, which is attached to this Agreement and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit B, which is attached to this Agreement and incorporated herein by reference.

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B an amount not to exceed \$53,120.00. This fee includes all expenses, travel and mileage, and attendance at meetings. CITY shall pay the cost of any applicable reimbursable expenses. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment executed 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 455 30th Street, Hermosa Beach, California 90254, 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 August 1, 2020 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

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. CITY shall indemnify and save harmless CONSULTANT, its officers, employees, and agents from all claims, damages, suits, costs, or actions of every name, kind, or description arising from performance of this Agreement that resulted from the fault or negligence of the CITY, its officers, employees, or agents in connection with this Agreement.

B. CONSULTANT shall indemnify and save harmless CITY, its officers, employees, and agents from all claims, damages, suits, costs, or actions of every name, kind, or description arising from performance of this Agreement that resulted from the fault or negligence of the CONSULTANT, its officers, employees, or agents in connection with this Agreement.

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

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

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$5,000 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 to 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 subcontractors and subcontractors' 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 CONSULTANT (as the named insured) should CONSULTANT 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. CONSULTANT understands and

agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT's behalf upon the CONSULTANT'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 CONSULTANT 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:
Alan Palermo Consulting
455 30th Street
Hermosa Beach, California 90254
Attention: Alan Palermo

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 contractor. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

20. ENTIRE AGREEMENT OF THE PARTIES

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

21. GOVERNING LAW

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

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

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING



ELAINE JENG, City Manager

ALAN PALERMO

DATE: 7/18/19

DATE: 7/18/19

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

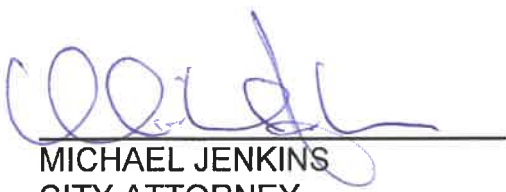

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A

Scope of Services

- 1. Project/Construction Management of the Bid and Construction of Tennis Court Improvements (ADA and Aesthetic):** Coordinate with City and Rolling Hills Community Association (RHCA) to identify the aesthetic improvements to the area outside the tennis courts that will be included with the tennis court design plan improvements in the notice inviting bid to procure a contractor for the proposed improvements. Once the scope of the construction work is confirmed, coordinate with the City and oversee the construction bid advertising for the proposed improvements. Upon selection of the contractor, provide construction management services through completion and acceptance of the tennis court improvements by the City and the RHCA.
- 2. Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:** Upon approval of the City's ADA transition plan (expected July 2019), prepare a phasing plan with estimated costs to implement the recommended ADA improvements over a three-year period. Upon the City's acceptance of this three-year phasing plan, prepare a Request for Proposal (RFP) for the design of the first phase of the City Hall ADA improvements with the objective that the design costs shall remain within the allocated budget of \$30,000. After the RFP is released, assist in the evaluation of proposals received and management of the selected design firm to facilitate the construction documents for approval.
- 3. Project Management for Sewer Feasibility Study Phase II:** Receive and review the contract and scope of work for Willdan Engineering to become familiar with the contractual requirements and schedule for the Sewer Feasibility Study Phase II. Provide project management services in overseeing and providing direction to Willdan Engineering and coordinating with City staff to obtain the required information necessary for completion of the 30% design for this Sewer Feasibility

Study. Establish and manage milestones for the process to ensure the project remains on schedule and within the allocated budget.

4. Project Management for the Annual signage and Striping: FY 2019/2020:

Obtain all available information from previous field observations, reports from residents, and RHCA's roadway rehab plan and conduct follow up field observations based on the information obtained and reviewed. Upon review of all information and follow up field observations, provide recommendations to the City for roadways that need rehabilitation. Once direction is received from the City on the roadways that will receive rehabilitation, prepare the construction bid documents (assumption, using front end specifications provided by the City) and coordinate with the City and oversee the construction bid advertising for the proposed roadway rehabilitation. Upon selection of the contractor, provide construction management services through completion and acceptance of the roadway rehabilitation improvements by the City.

EXHIBIT B Deliverables

Project	Tennis Court Improvements	City Hall ADA Improvements	Sewer Feasibility Study Proj. Mg'mt	Annual Signage/Striping FY 2019/2010	Total Hours	Total Fee
Task						
Task 1: Point of Contact with City/Proj. Mg'mt	12	20	32	12	76	\$ 12,160
Task 2: RFP Preparation		16			16	\$ 2,560
Task 3: Construction Bid Document Preparation / Const. Mg'mt	48			48	96	\$ 15,360
Task 4: Coordination with all stakeholders/Interested parties	16	12	16	16	60	\$ 9,600
Task 5: Project Documentation	8	8	8	8	32	\$ 5,120
Task 6: Monthly Status Meetings/Conf. Calls w/ City	13	13	13	13	52	\$ 8,320
Total Hours	97	69	69	97	332	
Total Fee	\$ 15,520	\$ 11,040	\$ 11,040	\$ 15,520		\$ 53,120
SCHEDULE OF BILLING RATES Effective July 1, 2019 Principal/Owner \$160.00/Hour						

TENNIS COURTS IMPROVEMENTS

Milestone	Completion Date	Responsible Party
Plans, Specs and Cost Estimate	October 31, 2019	Association/City
Council Approval of PSE and authorize advertisement of construction bid	November 11, 2019	Alan Palermo Consulting (APC)
Open bids	January 6, 2020	APC
Award of bids	January 27, 2020	APC
Begin construction	March 2, 2020	APC oversight
Complete construction	June 30, 2020	APC oversight
Project acceptance	July 27, 2020	APC

TENNIS COURT LIGHTING UPGRADE

Milestone	Completion Date	Responsible Party
Lighting study/bids clarification	July 22 – August 2, 2019	APC
Vendor selection	August 26, 2019	APC

Noticing to tennis clubs, neighbors	September 2 – October 31, 2019	APC
Close tennis courts/begin installation	November 4, 2019	APC oversight
Complete installation	December 2, 2019	APC oversight
“After” lighting study	December 2 – December 12, 2019	APC oversight
Comparison before/after lighting study, report out to Council	January 13, 2020	APC
Project acceptance	January 13, 2020	APC

CITY HALL AMERICAN WITH DISABILITY ACT (ADA) IMPROVEMENTS

Milestone	Completion Date	Responsible Party
Review ADA transition plan relating to City Hall improvements	July 22 – August 30, 2019	APC
Release Request for Proposal for architect/designer	September 23, 2019	APC
Consultant selection, City Council to approve PSA	November 9, 2019	APC
Begin design	December 2, 2019	APC oversight
Complete design	June 1, 2020	APC oversight
City Council approve PS&E and advertise for construction	June 22, 2020	APC

PHASE II OF THE PORTUGUESE BEND ROAD SEWER MAIN FEASIBILITY STUDY

Milestone	Completion Date	Responsible Party
Notice to Proceed to Willdan	July 22, 2019	APC
Willdan complete study	December 16, 2019	APC oversight
Present study results to City Council, discuss next steps	January 13, 2019	Willdan/APC

ANNUAL ROADWAY SIGNING AND STRIPING

Milestone	Completion Date	Responsible Party
Review and gather scope of work	July 22 – September 2, 2019	APC
Complete bid package	October 31, 2019	APC
Traffic Commission	December 5, 2019	APC
City Council to approve scope of work and advertise for construction	January 13, 2020	APC

bids		
Open bids	February 19, 2020	APC
Award of bids	March 9, 2020	APC
Begin Construction	April 6, 2020	APC oversight
Complete Construction	June 1, 2020	APC oversight
Project Acceptance	June 22, 2020	APC

EXHIBIT C

Certificate of Exemption from Workers' Compensation Insurance

TO: City of Rolling Hills

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

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

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

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

CONSULTANT Signature

Printed Name of CONSULTANT

Date

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 14th day of September 2020 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. City and Consultant now desire to amend the Agreement to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment");

C. Consultant is well qualified by reason of education, training, and experience; and

D. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. CITY and CONSULTANT agree to replace Exhibit A that was attached to the Agreement with Exhibit A that is attached to this First Amendment and incorporated herein by reference.

2. CITY and CONSULTANT agree to replace Exhibit B that was attached to the Agreement with Exhibit B that is attached to this First Amendment and incorporated herein by reference.

3. Paragraph 3 (COST) of the Agreement is amended to read as follows:

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B an amount not to exceed \$74,240.00. This fee includes all expenses, travel and mileage, and attendance at meetings. CITY shall pay the cost of any applicable reimbursable expenses. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment executed by the CITY and CONSULTANT.

4. Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

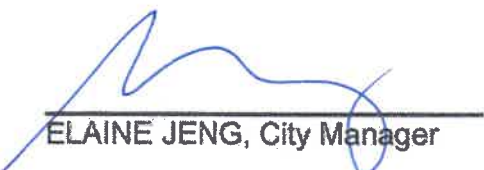
This Agreement shall be valid until September 1, 2021 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

5. All terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date and year first above written, and it is effective as of July 31, 2020.

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING

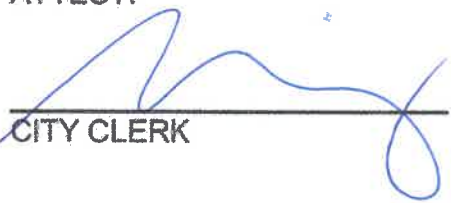

ELAINE JENG, City Manager


ALAN PALERMO

DATE: 9/22/2020

DATE: 9/10/2020

ATTEST:


CITY CLERK

APPROVED AS TO FORM:



MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
Scope of Services

Alan Palermo Consulting

August 20, 2020

2020-RH002_V2

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

Re: **Professional Services – Project Management Services/Consulting Agreement for:**
1. Special Active Land Development Projects
2. Special Assignments/Projects

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects:

- 1) **Project Management for Tennis Court Improvements (ADA and Aesthetics):**
 - a) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities.
 - b) Review plans on behalf of City
- 2) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:** continue work from FY2019-2020:
 - a) Oversee and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture)
 - b) Upon completion of ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements
 - c) Upon City's award of construction for the ADA Improvements, provide oversight and coordination for commencement of construction activities
- 3) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road:**
 - a) Evaluate RFP responses for engineering design services
 - b) Oversee design consultant, serve as the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the

2412 Prospect Ave, Hermosa Beach, California 90254 / (310) 717-3244

Alan Palermo Consulting

community and provide assistance with internal functions relevant to the project including drafting of staff reports.

- c) Upon completion of Sewer Improvement Plan Construction Documents, prepare Bid Documents to solicit construction bids for the Sewer Improvements

4) **Project Management for Block Captain Program Communications Project:**

- a) Work with the Lead Block Captains to evaluate the best and the most appropriate communication device for Block Captains to communicate during emergencies. Identify device type, research implementation measures, and assist the city in procuring devices for the Block Captain program.

~~5. Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68)~~

5) **Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68):**

- a) The City of Rolling Hills allocated \$177,952 from the Per Capita Program through the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) to implement an improvement project at the City Hall campus with allocated funds: The City is seeking to secure these funds and to use the funds to improve the City Hall campus, including the tennis courts. The City Hall campus functions as open space for the community. The Project Manager would develop project concepts with City staff, work with OGALS to secure funds, and approvals for the project concept and solicit professional services to meet the needs of the project. The Project Manager will also fulfill reporting requirements with OGALS

6) **Project Management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program:**

- a) The project will underground 2,640 linear feet of power line generally along Crest Road East. Based on the grant award letter, the City will receive \$1,145,457 of Federal funds and the non-Federal share of \$381,819 will be provided by the City using Rule 20A credit. The Project Manager will serve as the liaison with the utility companies to complete the design and construction of the project. The Project Manager will also provide support with the granting agencies to complete and submit reports as required by the grant. The Project Manager will also solicit professional services to meet the needs of the project.

EXHIBIT B
Deliverables

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty (\$160) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

	<u>Project Description</u>	<u>Time Period</u>	<u>Total Hours</u>	<u>Total Fee</u>
1	Project Management for Tennis Court Improvements (ADA and Aesthetics)	8/1/2020 - 7/31/2021	60	\$ 9,600
2	Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan	8/1/2020 - 7/31/2021	40	\$ 6,400
2A	Prepare Bid Documents, Bid Phase, Construction Oversight	8/1/2020 - 7/31/2021	60	\$ 9,600
3	Project Management for the Design of the 8 inch sewer main along Portuguese Bend Road/Rolling Hills Road	8/1/2020 - 7/31/2021	60	\$ 9,600
3A	Prepare Bid Documents, Bid Phase	8/1/2020 - 7/31/2021	32	\$ 5,120
4	Project Management for Block Captain Program Communications Project	8/1/2020 - 7/31/2021	40	\$ 6,400
5	Project Management for Securing Per Capital Program funded through the Parks and Water Bond Act of 2018 (Proposition 68)	8/1/2020 - 7/31/2021	72	\$ 11,520
6	Project Management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program	8/1/2020 - 7/31/2021	100	\$ 16,000
	Total Hours		464	
	Total Fee	\$ -		\$ 74,240

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 1st day of November 2021 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment") (the "First Amendment");

C. City and Consultant now desire to amend the Agreement for the second time to extend the term of the agreement to June 30, 2022 (the "Second Amendment").

D. Consultant is well qualified by reason of education, training, and experience; and

E. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

This Agreement shall be valid until June 30, 2022 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

2. All terms and conditions of the Agreement not amended by the First Amendment and this Second Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date and year first above written, and it is effective as of August 31, 2021.

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING



ELAINE JENG, City Manager



ALAN PALERMO

DATE: 11/09/2021

DATE: 11/6/21

ATTEST:



CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

Alan Palermo Consulting

August 30, 2021

2021-RH003

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

Re: **Professional Services – Project Management Services/Consulting Agreement for CIP and Special Projects**

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects for the period 8/30/21 through 8/31/22:

1) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road:**

- a) Continued oversight of design consultant to finalize improvement plans, serve as the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the community as needed/requested, and provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of Sewer Improvement Plan Construction Documents, Finalize Bid Documents to solicit construction bids for the Sewer Improvements, manage bid process and preparation of Construction Contract with selected contractor.
- c) Prepare RFP and evaluate proposals for Construction Management/Inspection of Improvements
- d) Project Management during Construction Phase (Not: Construction tentatively scheduled to begin no earlier than June 2022. Services may need to extend into 2022-2023 consulting contract)

2) **Project Management for Middleridge Road / Williamsburg Lane Sewer:**

- a) Continued oversight of consultant to finalize Feasibility Study of sewer conveyance options for Middleridge Road and Williamsburg Lane. Provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Project Management for next phase in project (Preliminary Design Options, Design RFP, Other?)

Alan Palermo Consulting

3) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:**

- a) Continued oversight and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements. manage bid process and preparation of Construction Contract with selected contractor. (Note: Construction not expected to begin until 2022-2023 Fiscal Year)

4) **Project Management for City Hall Emergency Power Project:**

- a) Continued oversight design consultant, serve as the city's representative with RHCA and coordinate completion of Construction Documents for the City Hall Emergency Power Project with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of Emergency Power Improvement Plan Construction Documents, prepare Bid Documents to solicit construction bids for the Building/Power Improvements

5) **Project Management for Emergency Communications Project:**

- a) Work with the City and HQE Systems to evaluate the best and the most appropriate emergency communication systems for City use during emergencies.
- b) Provide Project Management and support for next phase in project after City decision on system(s) to implement.

6) **Project Management for implementing the Eastfield Utility Undergrounding Project:**

- a) Eastfield Utility Undergrounding Project - grant application (City expects to be awarded the grant in the next 3 months, ~ November 2021))
- b) Submit required CalOES/FEMA reports, correspondence, and forms.
- c) Initiate project with SCE and hand off project to internal staff.

7) **Grant Writing Support / Assistance:**

- a) Provide supporting information / technical guidance in support of the City's efforts to submit applications for grant funding for Capital Improvement Projects.
- b) Coordinate with City's Grant Writer in providing information for Project grant application.

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty (\$160) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

	<u>Project Description</u>	<u>Time Period</u>	<u>Total Hours</u>	<u>Total Fee</u>
1	Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road	8/30/2021 - 8/31/2022	90	\$ 14,400
2	Project Management for Middleridge Road / Williamsburg Lane Sewer:	8/30/2021 - 8/31/2022	40	\$ 6,400
3	Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan	8/30/2021 - 8/31/2022	80	\$ 12,800
4	Project Management for City Hall Emergency Power Project:	8/30/2021 - 8/31/2022	60	\$ 9,600
5	Project Management for Emergency Communications Project	8/30/2021 - 8/31/2022	40	\$ 6,400
6	Project Management for implementing the Eastfield Utility Undergrounding Project	8/30/2021 - 8/31/2022	40	\$ 6,400
7	Grant Writing Support / Assistance	8/30/2021 - 8/31/2022	16	\$ 2,560
	Total Hours		366	
	Total Fee	\$ -		\$ 58,560

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

Alan Palermo Consulting

SCHEDULE OF BILLING RATES

Effective January 1, 2021

Principal/Owner

\$160.00/Hour

Note 1: Hourly rate includes **Consultants** mileage to perform services on behalf of the **Client**.

Note 2: Reimbursable Expenses: **Client** shall pay the cost of any applicable reimbursable expenses, plus 15%, incurred on Client's behalf. If requested, Alan Palermo Consulting will provide a computer printout, which details these costs.

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 12th day of September 2022 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment") (the "First Amendment");

C. On November 1, 2021, the City and Consultant amended the Agreement for the second time to extend the term for Consultant to complete the scope of work (the "Second Amendment").

D. The Parties now desire to amend the Agreement to clarify the scope of work, extend the term and state the costs for the work provided by the Consultant ("Third Amendment").

E. Consultant is well qualified by reason of education, training, and experience; and

F. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

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

"2. SCOPE OF WORK. Consultant shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A to this Third Amendment.

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

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

A. Compensation. An additional forty-four thousand, five hundred and fifty dollars (\$44,550.00) is added to the permitted compensation under this Third Amendment. This fee includes all expenses, travel, attendance at meetings and miscellaneous costs, estimated to be accrued.

- 3 Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

This Agreement shall be valid until June 30, 2023 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

2. All terms and conditions of the Agreement not amended by the First Amendment, the Second Amendment, and this Third Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the date and year first above written, and it is effective as of October 1, 2022.

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING


ELAINE JENG, City Manager


ALAN PALERMO

DATE: 9/14/2022

DATE: 9/13/22

ATTEST:



CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:


on behalf of

MICHAEL JENKINS
CITY ATTORNEY

Alan Palermo Consulting

August 30, 2022

2022-RH003_R1

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

Re: **Professional Services – Project Management Services/Consulting Agreement for CIP and Special Projects**

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects for the period 10/1/22 through 6/30/23:

1) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:**

- a) Continued oversight and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements. manage bid process and preparation of Construction Contract with selected contractor. (Note: Construction not expected to begin until 2023-2024 Fiscal Year)

2) **Project Management for Emergency Communications Project:**

- a) Coordinate with the City and HQE Systems to evaluate the best and the most appropriate emergency communication systems for City use during emergencies.
- b) Provide Project Management and support for implementation of selected emergency notification system selected and budgeted by City for installation in 2022-2023 fiscal year.

3) **Project Management for the Tennis Court ADA Improvements:**

- a) Prepare RFP and evaluate proposals for design services as needed.
- b) Oversee design consultant, serve as the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the

Alan Palermo Consulting

community and provide assistance with internal functions relevant to the project including drafting of staff reports.

- c) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities as needed.
- d) Review plans on behalf of City

4) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road:**

- a) Continued oversight of design consultant to finalize improvement plans for Phase 1 (Rolling Hills to Rolling Hills Estate), serve as the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the community as needed/requested, and provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of Sewer Improvement Plan Construction Documents, Finalize Bid Documents to solicit construction bids for the Sewer Improvements, manage bid process and preparation of Construction Contract with selected contractor.
- c) Prepare RFP and evaluate proposals for Construction Management/Inspection of Improvements
- d) Project Management during Construction Phase (Not: Construction tentatively scheduled to begin no earlier than June 2023. Services may need to extend into 2022-2023 consulting contract)

5) **Professional Services to support City Projects:**

- a) Provide Professional Services when requested by the City to:
 - i) Prepare supporting information / technical guidance in support of the City's efforts to submit applications for grant funding for Capital Improvement Projects. Coordinate with City's Grant Writer in providing information for Project grant application.
 - ii) Prepare RFP's / Bid Document assistance for other City projects when requested
 - iii) Manage/provide assistance for additional City projects upon request of the City

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty-five (\$165) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

	<u>Project Description</u>	<u>Time Period</u>	<u>Total Hours</u>	<u>Total Fee</u>
1	Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan	10/1/2022 - 6/30/2023	72	\$ 11,880
2	Project Management for Emergency Communications Project	10/1/2022 - 6/30/2023	54	\$ 8,910
3	Project Management for the Tennis Court ADA Improvements	10/1/2022 - 6/30/2023	54	\$ 8,910
4	Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road	10/1/2022 - 6/30/2023	54	\$ 8,910
5	Professional Services / Assistance	10/1/2022 - 6/30/2023	36	\$ 5,940
	Total Hours		270	
	Total Fee	\$ -		\$ 44,550

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

Alan Palermo Consulting

SCHEDULE OF BILLING RATES

Effective January 1, 2022

Principal/Owner

\$165.00/Hour

Note 1: Hourly rate includes **Consultants** mileage to perform services on behalf of the **Client**.

Note 2: **Reimbursable Expenses:** **Client** shall pay the cost of any applicable reimbursable expenses, plus 15%, incurred on Client's behalf. If requested, Alan Palermo Consulting will provide a computer printout, which details these costs.

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Fourth Amendment") is made and entered into this 10th day of July 2023 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment") (the "First Amendment");

C. On June 30, 2022, the City and Consultant amended the Agreement for the second time to extend the term for Consultant to complete the scope of work (the "Second Amendment").

D. On September 12, 2022, the City and Consultant amended the Agreement for the third time to clarify the scope of work, extend the term for Consultant to complete the scope of work, and state the costs for the work provided (the "Third Amendment")

E. The Parties now desire to amend the Agreement to clarify the scope of work, extend the term, and state the costs for the work provided by the Consultant ("Fourth Amendment").

F. Consultant is well qualified by reason of education, training, and experience; and

G. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

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

"2. SCOPE OF WORK. Consultant shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A to this Fourth Amendment. To the extent Exhibit A conflicts with this Agreement or any amendment, this Agreement or amendment shall control."

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

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

A. Compensation. An additional fifty-six thousand, one hundred dollars (\$56,100.00) is added to the permitted compensation under this Fourth Amendment. This fee includes all expenses, travel, attendance at meetings and miscellaneous costs, estimated to be accrued.

3 Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

This Agreement shall be valid until June 30, 2024 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

2. All terms and conditions of the Agreement not amended by the First Amendment, the Second Amendment, the Third Amendment, or this Fourth Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment on the date and year first above written, and it is effective as of July 10, 2022.

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING


Interim City Manager

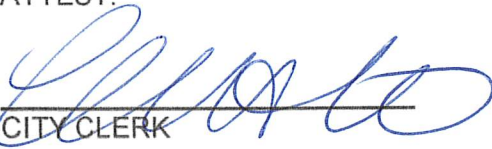

ALAN PALERMO

CITY COUNCIL APPROVAL
7/10/23

DATE: 7/10/23

DATE: 7/10/23

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


PATRICK DONEGAN
CITY ATTORNEY

EXHIBIT A

Alan Palermo Consulting

June 20, 2023

2023-RH004

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

Re: **Professional Services – Project Management Services/Consulting Agreement for CIP and Special Projects**

Dear Mr. Jeng:

Thank you for the opportunity to be of continued service to the City of Rolling Hills. Pursuant to our discussion and information provided by the City, Professional and Project Management services will be provided as directed by the City of Rolling Hills for the following projects for the period 8/1/23 through 6/30/24:

1) **Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan:**

- a) Continued oversight and coordinate completion of Construction Documents for the City Hall ADA Improvements with the City's selected Consultant (Pacific Architecture). Provide assistance with internal functions relevant to the project including drafting of staff reports.
- b) Upon completion of City Hall ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the ADA Improvements. manage bid process and preparation of Construction Contract with selected contractor. (Note: Construction not expected to begin until 202?-202? Fiscal Year)
- c) Prepare Request for Proposal (RFP) to solicit Construction Management firm to oversee the construction phase for the project.
- d) Project Management during Construction in the 2023-2024 fiscal year.

2) **Project Management / or Support City Staff For Outdoor Siren Project:**

- a) Provide support to City staff for the implementation and review of the outdoor siren project

3) **Project Management for the Tennis Court ADA Improvements:**

- a) Continued oversight and completion of Construction Documents for the Tennis Court ADA Improvements

Alan Palermo Consulting

- b) Provide assistance with internal functions relevant to the project including drafting of staff reports.
 - c) Serve as the liaison and extension of City Staff to the Rolling Hills Community Association to achieve a set of coordinated design plans including phasing plan for construction activities as needed.
 - d) Upon completion of Tennis Court ADA Improvement Construction Documents, prepare Bid Documents to solicit construction bids for the Tennis Court ADA Improvements. Manage bid process and preparation of Construction Contract with selected contractor.
 - e) Prepare Request for Proposal (RFP) to solicit Construction Management firm to oversee the construction phase for the project.
 - f) Project Management during Construction in the 2023-2024 fiscal year.
- 4) **Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road:**
- a) Continued oversight of design consultant to finalize improvement plans for Phase I (Rolling Hills to Rolling Hills Estate) and Phase II (City of Torrance), serve as the city's representative with outside agencies relevant to the project, review design plans, conduct outreach meetings with the community as needed/requested, and provide assistance with internal functions relevant to the project including drafting of staff reports.
 - b) Upon completion of Sewer Improvement Plan Construction Documents, Finalize Bid Documents to solicit construction bids for the Sewer Improvements, manage bid process and preparation of Construction Contract with selected contractor.
 - c) Prepare RFP and evaluate proposals for Construction Management/Inspection of Improvements
 - d) Project Management during Construction Phase in the 2023-2024 fiscal year.
- 5) **Support City Staff for the Crest Road East / Eastfield Utility Undergrounding Projects and Vegetation Management Project :**
- a) Provide support to City staff for the undergrounding projects and vegetation management projects
- 6) **Miscellaneous Professional Services to support City Projects:**
- a) Provide Professional Services when requested by the City to:
 - i) Prepare RFP's / Bid Document assistance for other City projects when requested
 - ii) Manage/provide assistance for additional City projects upon request of the City

Alan Palermo Consulting

Services will be provided at the specified hourly rate of One hundred sixty-five (\$165) dollars per hour. Services are estimated at the schedule listed below for the time periods listed.

Item No.	<u>Project Description</u>	<u>Time Period</u>	<u>Total Hours</u>	<u>Total Fee</u>
1	Project Management for the Design of City Hall ADA Improvements per the City's Transition Plan	8/1/2023 - 6/30/2024	80	\$ 13,200
2	Project Management for Outdoor Siren Project	8/1/2023 - 6/30/2024	40	\$ 6,600
3	Project Management for the Tennis Court ADA Improvements	8/1/2023 - 6/30/2024	80	\$ 13,200
4	Project Management for the Design of the 8-inch sewer main along Portuguese Bend Road/Rolling Hills Road	8/1/2023 - 6/30/2024	60	\$ 9,900
5	Support City Staff for the Crest Road East / Eastfield Utility Undergrounding Projects and Vegetation Management Project	8/1/2023 - 6/30/2024	40	\$ 6,600
6	Professional Services / Assistance	8/1/2023 - 6/30/2024	40	\$ 6,600
	Total Hours		340	
	Total Fee	\$ -		\$ 56,100

In that regard, please find enclosed our **Standard Provisions of Agreement** for your review. Should you have any questions, please do not hesitate to call me at (310) 717-3244.

Sincerely,

Alan Palermo Consulting

Alan M. Palermo

Alan Palermo, P.E.
Principal/Owner

Alan Palermo Consulting

SCHEDULE OF BILLING RATES

Effective January 1, 2022

Principal/Owner

\$165.00/Hour

Note 1: Hourly rate includes **Consultants** mileage to perform services on behalf of the **Client**.

Note 2: **Reimbursable Expenses:** **Client** shall pay the cost of any applicable reimbursable expenses, plus 15%, incurred on Client's behalf. If requested, Alan Palermo Consulting will provide a computer printout, which details these costs.

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Fifth Amendment") is made and entered into this 26th day of August 2024 by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and Alan Palermo Consulting (hereinafter the "CONSULTANT").

RECITALS

A. On July 18, 2019, the City entered into a Professional Services Agreement with Consultant ("Agreement") for project management services to assist with the following projects: 1) project/construction management of the bid and construction of tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements at the City Hall building; 3) project management for phase II of the sewer feasibility study; and 4) project management for the FY 2019/2020 annual signage and striping program;

B. On September 14, 2020, City and Consultant amended the Agreement for the first time to expand the scope of work, extend the term, and increase the cost so that Consultant may provide services on the following projects: 1) project management for tennis court improvements (American with Disabilities Act ("ADA") and aesthetic improvements); 2) project management for the design of ADA improvements per the City's transition plan; 3) project management for design of 8" sewer main along Portuguese Bend Road/Rolling Hills Road; 4) project management for Block Captain Program communications project; 5) project management for securing per capital program funded through the Parks and Water Bond Act of 2018 (Proposition 68); and 6) project management for implementing the Fire Prevention through Power Line Undergrounding Project 0526 funded by FEMA's Hazard Mitigation Grant Program ("First Amendment") (the "First Amendment");

C. On June 30, 2022, the City and Consultant amended the Agreement for the second time to extend the term for Consultant to complete the scope of work (the "Second Amendment").

D. On September 12, 2022, the City and Consultant amended the Agreement for the third time to clarify the scope of work, extend the term for Consultant to complete the scope of work, and state the costs for the work provided (the "Third Amendment").

E. On July 10, 2023, the City and Consultant amended the Agreement for the third time to clarify the scope of work, extend the term for Consultant to complete the scope of work, and state the costs for the work provided (the "Fourth Amendment").

F. The Parties now desire to amend the Agreement to extend the term of the Agreement ("Fifth Amendment").

G. Consultant is well qualified by reason of education, training, and experience; and

G. Consultant is willing to render such services on the terms and conditions as hereinafter defined.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Consultant agree as follows:

1. Paragraph 9 (TERM OF CONTRACT) of the Agreement is amended to read as follows:

9. TERM OF CONTRACT

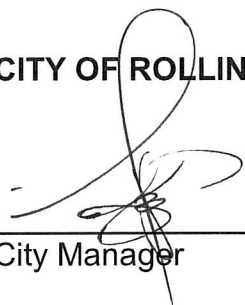
This Agreement shall be valid until June 30, 2025 unless extended by the parties in writing by written amendment to this Agreement or terminated earlier by the parties pursuant to Section 10 of this Agreement.

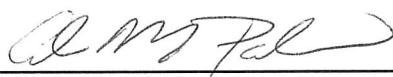
2. All terms and conditions of the Agreement not amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, or this Fifth Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment on the date and year first above written, and it is effective as of August 26, 2024.

CITY OF ROLLING HILLS

ALAN PALERMO CONSULTING



City Manager

ALAN PALERMO

DATE: 8/26/24

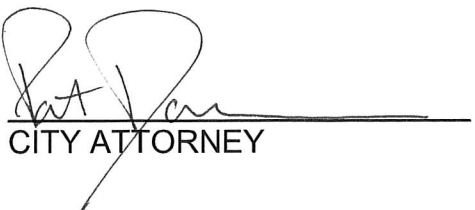
DATE: 8/26/24

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.A.

Meeting Date: 8/11/2025

To: City Council

From: Christian Horvath, Assistant to the City Manager / City Clerk, Samantha Crew, Management Analyst

Thru: Karina Bañales, City Manager

Subject: Consideration and discussion regarding potential Rolling Hills Municipal Code changes related to National Weather Service Red Flag Warning Days as recommended by the Traffic Commission and City Staff

Background:

The City of Rolling Hills is identified as a Very High Fire Hazard Severity Zone (VHFHSZ), which significantly elevates the risk of wildfire ignition and spread, particularly during periods of strong winds and low humidity, identified by the National Weather Service as Red Flag Warnings (Attachment G).

The wildfire threat in Rolling Hills continues to escalate due to a combination of climatic and environmental factors. Extended periods of drought and higher temperatures, driven by climate change, have intensified fire weather conditions across Southern California. In Rolling Hills, the risk is further amplified by the City's dense vegetation, hilly terrain, and limited ingress/egress points, which can hamper firefighting efforts and evacuation. These conditions, combined with the continued use of spark-producing equipment and outdoor work during high-risk weather, increase the likelihood of accidental ignitions that can rapidly evolve into catastrophic wildfires. Implementing common-sense restrictions during Red Flag Warnings is a proactive step to reduce that risk and protect lives, property, and the natural environment.

In response to this growing risk, staff are exploring potential municipal code provisions that would prohibit high-risk outdoor work activities during Red Flag conditions. These activities include the use of gas-powered landscaping and construction equipment, open-flame or spark-producing tools, and outdoor smoking. The goal of a potential ordinance is to:

- Reduce the likelihood of human-caused ignition during periods of extreme fire danger;
- Foster a community-wide culture of wildfire prevention and awareness; and
- Align with best practices already adopted in peer jurisdictions such as Hidden Hills, the City of Los Angeles, Paradise, and Portola Valley.

In recent months, and unrelated to staff's research outlined above, the Traffic Commission requested

an agenda item on parking in easements with a public safety nexus.

At the May 22, 2025, Traffic Commission meeting, the Commission discussed vehicles parked within roadside easements and the potential public safety impacts on major evacuation routes, as well as ingress/egress access on smaller roads. The Commission requested that the item be continued for further discussion based on public comment provided by LA County Battalion Chief Butorovich, specific to ingress/egress, public safety, and his knowledge of a City of Los Angeles Ordinance focused on parking restrictions within canyons during Red Flag Events. The Administrative Report from May can be found as Attachment B.

Staff collected further information for the Commission to consider and discuss at their July 24, 2025, meeting. The Traffic Commission unanimously voted to have the City Council consider an ordinance excluding street parking on Red Flag Days. Staff will present information below outlining both potential Red Flag Ordinance recommendations.

This evening, Staff are seeking City Council consideration and direction on two items related to Red Flag Warning Days:

1. A potential prohibition on high-risk outdoor work, and
2. A potential prohibition on street easement parking during Red Flag Days. Staff request guidance on whether to proceed with drafting ordinance language based on the proposed framework and examples, and to return at a future meeting with a formal ordinance for review and possible introduction.

Discussion:

This report is divided into two sections for City Council consideration and discussion related to Red Flag Warning Days:

1. Potential Prohibition of High-Risk Outdoor Work
2. Potential Restriction on Street Parking During Red Flag Days

1. Potential Prohibition of High-Risk Outdoor Work

The following summarizes staff's preliminary recommendations for a potential ordinance. Final ordinance language would be refined and brought back to the Council if directed.

Applicability

- Applies to all private and public properties within the City of Rolling Hills during any period in which a Red Flag Warning has been issued for the area by the National Weather Service.

Definitions

- Red Flag Warning: A fire-weather alert issued by the National Weather Service due to a combination of strong winds, low humidity, and dry fuels, creating heightened wildfire danger.
- Gas-Powered Equipment: Any tool or device powered by an internal combustion engine (e.g., lawn mowers, chainsaws, leaf blowers, cement mixers, etc.).

Prohibited Activities During Red Flag Warnings

- Use of gas-powered landscaping, construction, or outdoor work equipment.
- Brush or vegetation clearing, regardless of property size or Fire Code compliance.
- Any open flame or spark-producing activity, including welding, torching, burning, barbecues, outdoor fire pits or fireplaces.
- Outdoor smoking of tobacco, cannabis, or any other inhalable product.
- Use of spark-producing power tools unless expressly authorized by the Fire Chief or City Manager.

Permitted Activities

- Use of electric or battery-powered equipment in good condition and operated safely per manufacturer instructions.
- Generators used for emergency home power or medical needs.
- Gasoline-powered water pumps for fire prevention.
- Emergency operations or government-mandated activities deemed necessary by the Fire Chief or City Manager.

Enforcement

Violations may be subject to administrative citations and fines, as authorized under Chapter 1.08 of the Rolling Hills Municipal Code.

Notification & Outreach

- The City, in coordination with the Rolling Hills Community Association (RHCA), will notify residents and contractors when a Red Flag Warning is in effect.
- Information on restrictions will also be distributed to individuals entering the gates, including landscaping and service contractors.

To support this initiative, staff reviewed similar ordinances adopted by neighboring and comparable jurisdictions (Attachment A):

- Hidden Hills: Prohibits gas-powered equipment, outdoor flames, and spark-producing activities during Red Flag Warnings, with exceptions for emergency generators and water pumps.
- City of Los Angeles: Restricts metal blade use for brush clearance and bans brush work on Red Flag days, with specific fire safety equipment and penalties up to \$1,000 or imprisonment.
- Town of Paradise: Declares use of spark-producing equipment during Red Flag conditions a public nuisance and fire hazard, with enforceable penalties and abatement authority.
- Portola Valley: Prohibits gas-powered tools on Red Flag or Spare the Air days, with limited emergency exceptions and an escalating fine schedule.

In fire-prone communities like Rolling Hills, prevention must serve as the first and most critical line of defense. While emergency response resources are vital, no firefighting effort can match the effectiveness of preventing ignition in the first place, particularly during Red Flag conditions when fires spread rapidly and unpredictably. With limited ingress and egress routes and dense vegetation, Rolling Hills faces unique vulnerabilities that demand proactive measures. By enacting targeted restrictions during high-risk periods, the City can significantly reduce the likelihood of human-caused ignitions. Fire prevention is not just a policy choice; it is a life-safety imperative. As the risks of wildfire

continue to grow, the City has an opportunity and a responsibility to lean into a prevention-focused approach that prioritizes public safety, protects property, and safeguards the natural environment for future generations.

Staff are seeking direction from the City Council on whether to proceed with drafting ordinance language based on the proposed framework and examples, and return at a future meeting with a formal draft ordinance for review and possible introduction.

2. Potential Prohibition Excluding Street Parking on Red Flag Days

At the May 22, 2025, Traffic Commission meeting, LA County Battalion Chief Butorovich provided input specific to ingress/egress, public safety, and the City of Los Angeles Ordinance (Attachment C) specific to parking restrictions within their canyons or other Very High Fire Hazard Severity Zones (VHFHSZ) during Red Flag Events. Staff have also included a map of those areas (Attachment D).

The City of Los Angeles implemented their Red Flag Parking Restrictions program in January 2006. When a Red Flag Day is declared by the Los Angeles Fire Department (LAFD), parking is strictly prohibited in posted areas within the VHFHSZ. Zones include narrow roads, sharp curves, hairpin turns, and key intersections or areas where parked vehicles can block access for emergency responders and trap residents during an evacuation.

More than 1700 signs were installed to clearly mark the restricted areas. Illegally parked vehicles are towed to ensure roadways remain clear for emergency access during Red Flag Events.

LAFD has a specific web page regarding Red Flag Parking restrictions (Attachment E), as does the Laurel Canyon Association (Attachment F). Both pages are meant to provide information for residents in any designated areas.

The Traffic Commission unanimously voted to have the City Council consider and discuss an ordinance excluding street parking on Red Flag Days.

Fiscal Impact:

Unknown at this time.

Recommendation:

Receive and file. Provide direction to staff.

Attachments:

1. Attachment A - CL_AGN_250811_CC_RedFlagOrdinance_Comparison
2. Attachment B - CL_AGN_250522_TC_Item11B_AR_F
3. Attachment C - CL_AGN_250724_TC_CoLA_RedFlag_ParkingOrd
4. Attachment D - CL_AGN_250724_TC_LA_RedFlagOrd_Map-GIS
5. Attachment E - CL_AGN_250724_TC_LAFD_RedFlag_Website
6. Attachment F - CL_AGN_250724_TC_LaurelCanyonAssoc_RedFlag_WebPage
7. Attachment G - CL_AGN_250528_CC_Item13A_RH_FHSZ_Map

Red Flag Warning Activity Restrictions: Municipal Code Comparisons and Best Practices for Wildfire Risk Reduction

The following municipal code excerpts provide examples of how other jurisdictions have addressed this public safety concern. These ordinances establish clear prohibitions, operational protocols, and enforcement mechanisms intended to reduce ignition sources during high-risk weather events. Below is a summary of relevant provisions from several cities.

Hidden Hills Municipal Code - Section 4-3-6: Activities Prohibited During Red Flag Warnings

Key Provisions:

- **Outdoor Ignition Sources Prohibited:** No use of grills, fire pits, fireplaces, or any outdoor flame-producing activity.
- **Power Equipment Ban:** Gasoline or propane-powered maintenance tools are prohibited, except for emergency generators or water pumps.
- **Outdoor Smoking Ban:** Smoking of any kind is not allowed outdoors.
- **Permit Authority:** City-issued permits for events may be canceled due to safety risks.
- **CEQA Exemption:** The ordinance is considered environmentally neutral and exempt from CEQA review.

Code Reference:

Section 4-3-6 of the Hidden Hills Municipal Code establishes a clear and comprehensive list of banned activities and city authority during Red Flag Warnings to protect life and property from wildfire risk.

SECTION 2. Title 4, Chapter 3 of the Hidden Hills Municipal Code is hereby amended by adding thereto a new Section 4-3-6 to read as follows:

4-3-6: - ACTIVITIES PROHIBITED DURING RED FLAG WARNINGS

A. The following activities are prohibited during any time a red flag warning issued by the National Weather Service for any area that encompasses all or any portion of the City:

- 1. The use of portable outdoor barbecue grills.*
- 2. The use of any outdoor fire pits, fireplaces, or any outdoor fire of any kind for any purpose.*
- 3. Any outdoor activity that could cause a spark or flame.*
- 4. The use of gasoline or propane powered equipment for home or property maintenance or repair (e.g. mowers, weed eaters, chainsaws, welders, and portable generators).*

Notwithstanding, generators used for providing emergency power to aa home or for medical use and gasoline powered pumps for providing water are permitted.

5. Outdoor smoking of tobacco, cannabis or any other inhalable product.

B. During a red flag warning, City-issued permits or other authorizations for activities to be located on City property or upon City streets may be reviewed, cancelled, and assigned to a later date if the City determines its staff or general public may be exposed to unnecessary danger.

SECTION 3. If any section, subsection, subdivision, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4. This Ordinance shall become effective thirty (30) days after its adoption by the City Council.

SECTION 5. The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15307, 15308, and 15358 (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Moreover, the City Council finds that this Ordinance is also exempt under CEQA pursuant to Guidelines Section 15061(b)(3) (there exists no possibility that the activity will have a significant adverse effect on the environment). This ordinance only limits allowable activities during red flag warnings to prevent fires, protect the environment and natural resources and to maintain the status quo of the environment. There is no change to the physical environment that is permitted by the ordinance.

SECTION 6. The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall 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 36933. PASSED, APPROVED, AND ADOPTED this 10th day of March 2025.

Los Angeles Municipal Code - Ordinance No. 185789

Key Provisions:

- **Metal Blade Restrictions:** Only non-sparking metal cutting blades are permitted for brush clearance in Very High Fire Hazard Severity Zones (VHFHSZ).
- **Operational Safety Measures:** On Red Flag Days, brush clearance is prohibited and strict fire safety protocols must be followed during permitted work.
- **Required Equipment:** Fire extinguishers, pressurized hoses, and communication tools must be on site.
- **Enforcement & Penalties:** Violations can result in fines up to \$1,000, misdemeanor charges, or civil cost recovery if a fire results.

Code Reference:

This ordinance emphasizes high-risk fire area protocols and sets strict rules and penalties to prevent equipment-related fires during hazardous weather conditions.

ORDINANCE NO. 185789

An ordinance adding Sections 57.305.5.2, 57.305.5.2.1, 57.322.1.1.10 and 57.322.1.1.10.1, and amending Section 57.322.1.1 to Article 7, Chapter V of the Los Angeles Municipal Code to prohibit the use of certain metal cutting blades for brush clearance activities in the Very High Fire Hazard Severity Zone (VHFHSZ), establishing specific requirements for engaging in brush clearance activities in the VHFHSZ, and establishing penalties for violations of such sections. The City finds and declares the following:

WHEREAS, substantial public safety concerns are posed by the use of metal cutting blades to clear grass or brush located in the City of Los Angeles;

WHEREAS, several fires have ignited through the use of such blades; and

WHEREAS, regulation of use of metal cutting blades, and the establishment of appropriate safety measures is necessary to mitigate the occurrence of such fires.

NOW, THEREFORE,

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section 1. A new Section 57.305.5.2 is added to Article 7, Chapter V of the Los Angeles Municipal Code to read as follows:

SEC. 57.305.5.2. RESTRICTION ON USE OF CERTAIN METAL CUTTING BLADES.

Use of metal cutting blades for grass or brush clearance shall be limited to those which are non-ferrous/non-sparking.

The provisions of this section shall apply when grass or brush clearance operations are being conducted in accordance with Section 57.322.1 in areas within the Very High Fire Hazard Severity Zone (VHFHSZ), as defined in Figure 57.4908.1.1.

Sec. 2. A new Section 57.305.5.2.1 is added to Article 7, Chapter V of the Los Angeles Municipal Code to read as follows:

SEC. 57.305.5.2.1. PENALTY.

A first violation of this section shall be an infraction punishable by a fine not to exceed \$250. A second and all subsequent violations of this section shall be subject to the provisions of Section 11.00 of the Los Angeles Municipal Code, including prosecution as an infraction or prosecution as a misdemeanor punishable by a fine not to exceed \$1,000, by imprisonment in the County Jail for a period not to exceed six months, or by both such fine and imprisonment, in addition to the aforementioned penalties, any violator convicted under this section, which resulted in a fire, may be liable for any civil cost recovery associated with the fire, as permitted by law.

Sec. 3. Section 57.322.1.1 of Article 7, Chapter V of the Los Angeles Municipal Code is amended to read as follows:

SEC. 57.322.1.1. SPECIFIC REQUIREMENTS.

Each person who has any ownership or possessory interest in, or control of, a parcel of land shall comply with the requirements set forth in Sections 57.322.1.1.1 through 57.322.1.1.10.1.

Sec. 4. A new Section 57.322.1.1.10 is added to Article 7, Chapter V of the Los Angeles Municipal Code to read as follows:

SEC. 57.322.1.1.10. ADDITIONAL BRUSH CLEARANCE REQUIREMENTS.

All Individuals performing grass or brush clearance activities in the VHFHSZ shall adhere to the following specific requirements:

1. Grass or brush clearance operations shall not be conducted on red flag days. Individuals engaged in grass or brush clearance operations shall not engage in any other activities during their actual clearance of grass or brush.

2. Individuals engaged in grass or brush clearance operations shall use an appropriate extinguishing agent immediately to extinguish a fire.

3. All fires, regardless of size, shall be reported immediately via the 9 1-1 system to the Fire Department.

4. A Class 2-A two (2) gallon water fire extinguisher, pressurized garden hose with attached nozzle (fully open), or comparable pressurized Class 2-A extinguishing device, shall be within 10 feet of any grass or brush clearance operation.

5. *Where a gasoline container is present at the site of the grass or brush clearance operation, a minimum 4A 60 BC dry chemical fire extinguisher shall be within 10 feet of the brush clearance operation.*

6. *2 A cell phone capable of dialing 9-1-1 shall be charged and readily accessible to the grass or brush clearance operation.*

7. *A safety strap shall be used at all times for any tool or appliance with hot exhaust. Hot exhaust shall not come in contact with any brush, grass, flash fuels, or other flammable material.*

8. *Sec. 5. A new Section 57.322.1.1.10.1 Is added to Article 7, Chapter V of the Los Angeles Municipal Code to read as follows:*

SEC. 57.322.1.1.10.1. PENALTY.

A first violation of this section shall be an infraction punishable by a fine not to exceed \$250. A second and all subsequent violations of this section shall be subject to the provisions of Section 11.00 of the Los Angeles Municipal Code, including prosecution as an infraction or prosecution as a misdemeanor punishable by a fine not to exceed \$1,000, by imprisonment in the County Jail for a period not to exceed six months, or by both such fine and imprisonment. In addition to the aforementioned penalties, any violator convicted under this section, which resulted in a fire, may be liable for any civil cost recovery associated with the fire, as permitted by law.

Sec. 6. URGENCY CLAUSE. Based on the findings set forth above, and that use of metal cutting blades to clear grass and brush is likely to continue to occur within the Very High Fire Hazard Severity Zone without the necessary safeguards, the City Council adopts this ordinance as an urgency ordinance that is required for the preservation of the public peace, health and safety. This ordinance shall become effective upon publication.

Sec. 7. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Paradise Municipal Code - Chapter 8.04: Public Nuisance Abatement

Key Provisions:

- **Definition of Fire Hazards:** Includes dry vegetation, accumulation of combustibles, and activities that generate sparks.
- **Equipment Restrictions:** No spark-producing tools (e.g., welding, grinding) on Red Flag Days unless a 30-ft buffer zone is cleared and fire suppression tools are present.
- **Wind/Humidity Trigger:** Work must stop when winds exceed 8 mph and humidity is below 25%, or if a Red Flag Warning is issued.
- **Enforcement Tools:** Violations may result in liability under State Fire, Health & Safety, and Penal Codes, including cost recovery for fire response.

Code Reference:

The Town of Paradise includes Red Flag Day restrictions within its broader nuisance abatement framework to address both fire prevention and public welfare.

Chapter 8.04 - PUBLIC NUISANCE ABATEMENT

8.04.005 - Purpose and findings.

A. The purpose of this chapter is to educate the public and to promote the health, safety and general welfare of the public by requiring a level of maintenance of private property which will protect the livability, appearance and social and economic stability of the town and which also will protect the public from health and safety hazards and the impairment of property values which results from the neglect and deterioration of property. It is not the purpose of this chapter to regulate cultural or religious expression.

B. Public nuisances cause the following:

- 1. A reduction in property values;*
- 2. An obstruction to or interference with the comfortable enjoyment of adjacent and/or surrounding properties;*
- 3. Adverse impacts on the aesthetic quality of property, giving the appearance of blighted conditions and a deteriorated environment; and*
- 4. Conditions which are injurious to the public health, safety and general welfare, including, but not limited to, a harborage for rodents and insects, a dangerous attraction for children and the potential for fire and health hazards.*

(Ord. No. 555, § 1, 3-10-2015)

8.04.010 - Declaration of what constitutes an unlawful public nuisance.

Each of the following conditions or acts is declared by the town council to be an unlawful public nuisance, and the violation of which shall be an infraction:

A. Fire Hazards. A fire hazard shall be determined by the town fire chief, fire marshal, or their designated representative(s). "Fire hazard" means any condition, arrangement, or act that will increase, or may cause an increase of, the hazard or menace of fire to a greater degree than customarily recognized as standard by persons in the public service of preventing, suppressing, or extinguishing a fire. Fire hazard includes but is not limited to:

1. The accumulation of dry or dead shrubs, trees, other vegetation, combustible waste, refuse, or material determined to add to the potential severity of a fire or violates defensible space standards.

2. During any time of the year, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

a. First, clearing away all flammable material, including snags, from the area around such operation for a distance of thirty (30) feet or other approved method to reduce fire spread into the wildlands. If a thirty (30) foot clearing cannot be achieved, the fire code official may authorize an alternate method before work starts.

b. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and a water source, garden hose or equivalent, ready for use in the immediate area during the operation or a minimum of one backpack pump water type/fire extinguisher fully equipped.

c. Stop work when winds are eight (8) miles per hour or greater during periods when relative humidity is less than twenty-five (25) percent, or a red flag condition has been declared.

d. Keep a cell phone nearby and call 911 immediately in case of fire.

3. During a red flag warning, electric or gas-powered metal-bladed landscaping and gardening equipment shall not be operated.

4. Any act, activity, process, operation, or omission which increases or may increase the threat of fire or endangers public safety.

5. Any condition which may hinder, delay, or obstruct the prevention or suppression of a fire.

6. In addition to all other remedies outlined in this code or otherwise provided by law, the following shall be available to the town and may be enforced against the contractor or other person performing work in violation of this chapter as well as the owner of the real property where the violation occurred:

a. California Code, Public Resources Code - PRC § 4435.

b. California Code, Health and Safety Code - HSC § 13007.

c. California Code, Penal Code - PEN § 451, § 452 ARSON.

d. Actual cost of fire department response - Negligent/reckless caused fire.

(remainder of ordinance not shown)

Portola Valley Municipal Code - Chapter 8.34: Red Flag/Spare the Air Days Restrictions

Key Provisions:

- **Gas-Powered Equipment Ban:** Prohibits use of gas-powered landscaping, construction, and gardening equipment on Red Flag and Spare the Air Days.
- **Electric Equipment Caution:** Allowed only if it can be safely operated without sparking near dry vegetation.
- **Emergency Exceptions:** Town Manager may authorize equipment use during emergencies.
- **Enforcement & Penalties:** Includes warnings, escalating fines up to \$500, and potential civil enforcement. Violations constitute public nuisances and may result in property liens or court action.

Code Reference:

Portola Valley's ordinance tightly integrates fire prevention with air quality efforts and provides a layered enforcement strategy, including administrative penalties and legal remedies.

CHAPTER 8.34 - RED FLAG WARNING/SPARE THE AIR DAYS RESTRICTIONS

Sections:

8.34.010 - Purpose and definitions.

The National Weather Service issues red flag warnings when weather events may result in extreme fire behavior. Spare the Air days are issued by the Bay Area Air Quality Management District when air quality is forecast to be unhealthy and reducing air pollution is a high priority. These events require additional protections be implemented to

ensure that the town does not inadvertently contribute to air pollution or wildfire danger. This section details restrictions on the use of various mechanical equipment for gardening, landscaping and construction during Red Flag/Spare the Air days.

(Ord. 2021-437 § 1, 2021)

8.34.020 - Red flag warnings.

In the event of a red flag warning, gas-powered landscaping, construction and gardening equipment shall not be operated. Electric-powered landscaping, construction and gardening equipment may only be used if it can safely be used without causing a fire or a spark, such as when hitting a stone or used near dry vegetation.

(Ord. 2021-437 § 1, 2021)

8.34.025 - Spare the Air days.

In the event of a Spare the Air day, gas-powered landscaping, construction and gardening equipment shall not be operated. Electric-powered landscaping, construction and gardening equipment may be used.

(Ord. 2021-437 § 1, 2021)

8.34.030 - Exceptions.

Notwithstanding Sections 8.34.020 to 8.34.025 above, in the case of an emergency, the town manager may authorize the use of gas-powered landscaping, construction and gardening equipment. Any authorized use shall be in writing for a specified duration.

(Ord. 2021-437 § 1, 2021)

8.34.040 - Enforcement.

In addition to all other remedies set forth in this code or otherwise provided by law, the following remedies shall be available to the town for violation of this chapter:

1) Any person violating this chapter shall be subject to a civil fine or penalty in the amount set forth below or as established by the town council by resolution, whichever amount is higher:

First violation: Written warning

Second violation: Two hundred dollars.

Third and subsequent violations: Five hundred dollars.

(2) The violation of this chapter shall be an infraction and not a misdemeanor.

(3) The violation of this chapter shall be and is hereby declared a public nuisance and shall, at the discretion of the town, create a cause of action for injunctive relief.

(4) The code enforcement officer, public works director, planning director or designees are authorized to issue stop work orders, notices of violation, administrative penalties and citations under this chapter and/or pursuant to the administrative guidelines adopted by the public works director.

(5) Any citation or penalty received under this chapter may be appealed to the town manager or designee whose determination shall be final. Such appeal must be filed within fifteen days of receipt of the citation or penalty.

(6) Whenever the amount of any administrative fine or penalty or administrative cost incurred by the town in connection with a violation of this chapter has not been satisfied in full within ninety days and/or has not been successfully challenged by a timely writ of mandate, this obligation may constitute a lien or, in the alternative, a special assessment against the real property on which the violation occurred.

(7) The town attorney may bring a civil action against the violator to abate, enjoin, or otherwise compel the cessation of violation of any provision in this chapter. In a civil action brought pursuant to this chapter in which the city prevails, the court may award to the city all costs of investigation and preparation for trial, the costs of trial, reasonable expenses, including overhead and administrative costs incurred in prosecuting the action, and reasonable attorney fees.

(8) The remedies provided in this section may be enforced against the contractor or other person performing work in violation of this chapter as well as the owner of the real property where the violation occurred.

(9) All remedies provided in this section shall be cumulative and are not exclusive.

Conclusion

Each of these municipal ordinances reflects a growing recognition of the dangers posed by outdoor activities during Red Flag Warnings. By restricting the use of combustible equipment, spark-producing tools, and other potential ignition sources, cities are actively working to reduce the likelihood of catastrophic wildfires. These policies provide useful models for jurisdictions considering similar regulations to enhance community safety, environmental protection, and emergency preparedness during periods of elevated fire risk.



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.B
Mtg. Date: 05/22/2025

TO: HONORABLE CHAIR AND MEMBERS OF THE TRAFFIC COMMISSION

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

THRU: KARINA BAÑALES, CITY MANAGER

SUBJECT: CONSIDERATION AND DISCUSSION REGARDING VEHICLES PARKED WITHIN ROADSIDE EASEMENTS AND POTENTIAL PUBLIC SAFETY IMPACTS ON MAJOR EVACUATION ROUTES AS WELL AS INGRESS/EGRESS ACCESS ON SMALLER ROADS

DATE: May 22, 2025

BACKGROUND:

In recent years, the topic of vehicular parking within roadside easements has been brought up by Commissioners under agenda item discussions or Matters from the Traffic Commission. At the March 27, 2025 Traffic Commission meeting, during the verbal report by the Los Angeles Sheriff's Department (LASD), conversation ensued regarding parking within easements specific to potential issues or concerns on major evacuation routes (Portuguese Bend Road, Eastfield Drive and Crest Road) and questions as to whether the LASD issues citations for parked vehicles, per the Rolling Hills Municipal Code (RHMC), between 2am and 4am.

As a result of the discussion between the LASD Deputy and Commissioners (Attachment A), LASD conducted proactive parking enforcement and issued parking citations along a variety of streets within Rolling Hills on April 9, 2025 between 2am and 4am. Staff was subsequently informed by residents expressing discontent with the ticketing and existing policy.

DISCUSSION:

Considering the expressed concerns specific to public safety, staff is bringing this item formally for discussion and/or direction as to whether the Traffic Commission would like to recommend potential changes to the existing Municipal Code (Attachment B) regarding:

- Parking within easements along major evacuation routes
- Parking within easements along narrow roads
- All-night parking

Los Angeles County Fire and Sheriff Department representatives will be in attendance at the meeting to answer any potential questions.

FISCAL IMPACT:

None.

RECOMMENDATION:

Receive and file. Provide direction to staff or continue the item to July when Vice Chair Bobit returns.

ATTACHMENTS:

[Attachment A - CL_AGN_250327_Item9A_DiscussionSummary.pdf](#)

[RHMC_10.52_StoppingStanding&Parking.pdf](#)

Summary of March 27, 2025 Traffic Commission discussion during the Presentation of Traffic Stats by Los Angeles Sheriff's Department

- **Around the 7:40 mark** – Vice Chair Bobit asked about whether parking citations were ever issued as he sees parking for extended periods of time along major routes and expressed concern about possible issues in the event of a potential evacuation.
- **Around the 8:34 mark** – Deputy Lopez-Beltran noted that she could let the early morning shift know to give out citations during the 2am-4am window and maybe that would help out.
- **Around the 8:58 mark** – Vice Chair Bobit reiterated his intent was “on the major routes... doesn’t mean going on every little street” that it might be helpful.
- **Around the 9:10 mark** – Chair Wilson noted that he believed Deputies only responded if it was complaint driven, but he could be wrong. He assumed there was no reason a ticket could not be administered.
- **Around the 9:30 mark** – Deputy Lopez-Beltran noted that in the past the LASD had received emails specific to overnight parking. But they had not received anything recently. She further stated that deputies could patrol.
- **Around the 9:59 mark** – Vice Chair Bobit noted that it wouldn’t be high-priority, but if they were coming through to keep an eye out.
- **Around the 10:25 mark** – Staff notes that previous conversations had been had by the commission related to overnight parking and that the Commission could have a broader discussion around parking at a future meeting with a safety nexus built in.

Chapter 10.52 STOPPING, STANDING AND PARKING¹

Sections:

10.52.010 Applicability of regulations.

The provisions of this title prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control.

(Ord. 261 § 1(part), 1996).

10.52.020 Stop sign erection.

Whenever any ordinance or resolution of the City designates and describes any road or portion thereof as a through road, or any intersection at which vehicles are required to stop at one or more entrances thereto, the City Manager shall erect and maintain stop signs. A stop sign shall be erected on each and every road intersecting such through road or portion thereof so designated and at those entrances to other intersections where a stop is required. Every such sign shall conform with, and shall be placed as provided in, the California Vehicle Code.

(Ord. 261 § 1(part), 1996).

10.52.030 Through roads and intersections.

Those roads and parts of roads established by resolution of the Council are through roads for the purposes of this title. The provisions of this title shall also apply at one or more entrances to the intersections as such are established by resolution of the Council.

(Ord. 261 § 1(part), 1996).

10.52.040 Emerging from driveway.

The driver of a vehicle emerging from a driveway shall stop such vehicle immediately prior to driving into the bermed area extending across such driveway.

(Ord. 261 § 1(part), 1996).

10.52.050 Stops required at stop signs.

- A. The driver of any vehicle approaching a stop sign at the entrance to, or within, an intersection, or railroad grade crossing shall stop at a limit line, if marked, otherwise before entering the crosswalk on the near side of the intersection.

¹ Prior history: Ords. 116 and 138.

If there is no limit line or crosswalk, the drive shall stop at the entrance to the intersecting roadway or railroad grade crossing.

- B. The City Manager may, with the review of the Traffic Commission and the approval of the City Council, provide for the placement of a stop sign at any location on a road where the stop sign would enhance traffic safety.

(Ord. 261 § 1(part), 1996).

10.52.060 Stop for school bus.

- A. The driver of any vehicle, upon meeting or overtaking, from either direction, any school bus equipped with signs as required in this code, that is stopped for the purpose of loading or unloading any schoolchildren and displays a flashing red light signal and stop signal arm if equipped with a stop signal arm, visible from front or rear, shall bring the vehicle to a stop immediately before passing the school bus and shall not proceed past the school bus until the flashing red light signal and stop signal arm, if equipped with a stop signal arm, cease operation.
- B. The driver of a vehicle upon a road with separate roadways need not stop upon meeting or passing a school bus which is upon the other roadway. The driver of a vehicle need not stop upon meeting or passing a school bus when the school bus is stopped at an intersection where traffic is controlled by a traffic officer or official traffic control signal, or when the school bus is stopped at a place where traffic is controlled by a traffic officer or official traffic control signal.
- C. 1. If a vehicle was observed overtaking a school bus in violation of subsection A of this section, and the driver of the school bus witnessed the violation, the driver may, within twenty-four hours, report the violation and furnish the vehicle license plate number and description and the time and place of the violation to the Sheriff's Department. The Sheriff's Department shall issue a letter of warning prepared in accordance with subdivision (2) of this subsection with respect to the alleged violation to the registered owner of the vehicle. The issuance of a warning letter under this subdivision shall not be entered on the driving record of the person to whom it is issued, but does not preclude the imposition of any other applicable penalty.
2. The Attorney General shall prepare and furnish to every law enforcement agency in the state a form letter for purposes of subdivision (1) of this subsection, and the Sheriff's Department may issue those letters in the exact form prepared by the Attorney General. The Attorney General may charge a fee to any law enforcement agency that requests a copy of the form letter to recover the costs of preparing and providing that copy.
- D. This section also applies to a roadway upon private property.

(Ord. 261 § 1(part), 1996).

10.52.070 Temporary parking signs.

Whenever the City Manager shall determine that unusual traffic congestion is likely to result from the holding of public or private assemblages, gatherings or functions, or for other reasons, the City Manager shall have the power and authority to order temporary signs to be erected or posted indicating that the operation, parking or standing of vehicles is prohibited on such roads as the City Manager shall direct, during the time such temporary signs are in place. Such signs shall remain in place only during the existence of such assemblages, gatherings or functions, and the City Manager shall cause such signs to be removed promptly thereafter. When signs authorized by the provisions of this section are in place giving notice thereof, no person shall operate, park or stand any vehicle contrary to the directions and provisions of such signs.

(Ord. 261 § 1(part), 1996).

10.52.080 Parking adjacent to schools.

The City Manager is authorized to erect signs indicating no parking upon that side of any road adjacent to any school property when such parking would, in his opinion, interfere with traffic or create a hazardous situation. When official signs are erected prohibiting parking upon that side of a road adjacent to any school property, no person shall park a vehicle in any such designated place.

(Ord. 261 § 1(part), 1996).

10.52.090 Parking on narrow roads.

The City Manager is authorized to place signs or markings indicating no parking upon any road when the width of the roadway does not exceed twenty feet or upon one side of a road as indicated by such markings when the width of the roadway does not exceed thirty feet. When official signs or markings prohibiting parking are erected upon narrow roads as authorized herein, no person shall park a vehicle upon any such road in violation of any such sign or marking.

(Ord. 261 § 1(part), 1996).

10.52.100 Parking in intersection prohibited.

No person shall park, stop or leave standing any vehicle, whether attended or unattended, within an intersection, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.110 Parking in crosswalk prohibited.

No person shall stop, park or leave standing any vehicle; whether attended or unattended, within a crosswalk, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.120 Parking near fire station prohibited.

No person shall stop, park or leave standing any vehicle whether attended or unattended within fifteen feet of the driveway entrance to any fire station, except when necessary to avoid conflict with other traffic or in compliance to the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.130 Hazardous parking prohibited.

No person shall stop, park or leave standing any vehicle, whether attended or unattended, which, when so stopped or parked, constitutes a hazard to other traffic, except when necessary to avoid conflict with other traffic or in compliance to the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.140 Parking on equestrian path prohibited.

No person shall stop, park or leave standing any vehicle; whether attended or unattended, upon any bridle trail or equestrian path so as to cause equestrians to use the road instead of such trail or path.

(Ord. 261 § 1(part), 1996).

10.52.150 Parking near fire hydrant prohibited.

No person shall stop, park or leave standing any vehicle within fifteen feet of a fire hydrant except as follows:

- A. If the vehicle is attended by a licensed driver who is seated in the front seat and who can immediately move such vehicle in case of necessity;
- B. If the City Council adopts an ordinance or resolution reducing that distance. If the distance is less than ten feet total length when measured along the curb or edge of the road, the distance shall be indicated by signs or markings;
- C. If the vehicle is owned or operated by a fire department and is clearly marked as a fire department vehicle.

(Ord. 261 § 1(part), 1996).

10.52.160 Setting brakes and stopping motor required when parking.

- A. No person driving, or in control of, or in charge of, a motor vehicle shall permit it to stand on any road unattended without first effectively setting the brakes thereon and stopping the motor thereof.
- B. No person in control of, or in charge of, any vehicle, other than a motor vehicle, shall permit it to stand on any road without first effectively setting the brakes thereon, or blocking the wheels thereof, to effectively prevent the movement of the vehicle.

(Ord. 261 § 1(part), 1996).

10.52.170 Leaving person locked in vehicle prohibited.

No person shall leave standing a locked vehicle in which there is any person who cannot readily escape therefrom.

(Ord. 261 § 1(part), 1996).

10.52.180 Opening doors of vehicle.

No person shall open the door of a vehicle on the side available to moving traffic unless it is reasonably safe to do so and can be done without interfering with the movement of such traffic, nor shall any person leave a door open upon the side of a vehicle available to moving traffic for a period of time longer than necessary to load or unload passengers.

(Ord. 261 § 1(part), 1996).

10.52.190 Parking near posted areas prohibited.

No person shall stop, park or leave standing any vehicle, whether attended or unattended, upon any road or in an area adjacent to and within fifteen feet of the road which is posted with official signs prohibiting such parking, stopping or standing, except on the property of the owner or driver of the vehicle.

(Ord. 261 § 1(part), 1996).

10.52.200 Blocking wheels required when.

No person driving, or in control of or in charge of a motor vehicle shall permit it to stand on any road unattended when upon any grade exceeding three percent without blocking the wheels of the vehicle by turning them against the curb or by other means.

(Ord. 261 § 1(part), 1996).

10.52.210 All-night parking prohibited.

No person shall stop, stand or park a vehicle on any road for a period of time longer than one hour **between the hours of two a.m. and four a.m.** of any day, except authorized emergency vehicles and the vehicle of any regularly licensed physician when engaged in making professional calls.

(Ord. 261 § 1(part), 1996).

10.52.220 Blocking driveway prohibited.

No person shall stop, park or leave standing any vehicle, whether attended or unattended, in front of a public or private driveway, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.230 Parking near excavation prohibited when.

No person shall stop, park or leave standing any vehicle, whether attended or unattended, alongside or opposite any street or road excavation or obstruction when such stopping, standing or parking would obstruct traffic, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Deputy Sheriff or official traffic control device.

(Ord. 261 § 1(part), 1996).

10.52.240 Parking near traffic control devices prohibited.

No person shall stop, park, or leave standing any vehicle, whether attended or unattended, within twenty feet of a stop sign, official electric flashing device or any other official traffic control device or sign.

(Ord. 261 § 1(part), 1996).

10.52.250 Parking over seventy-two hours prohibited.

No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any road for more than a consecutive period of seventy-two hours.

(Ord. 261 § 1(part), 1996).

10.52.260 Parking for sale prohibited.

No person shall park any vehicle on any road for the principal purpose of advertising or displaying it for sale. This section includes areas adjacent to and within fifteen feet of the roadway, except on the property of the owner of the vehicle.

(Ord. 261 § 1(part), 1996).

10.52.270 Repairing vehicles on roads prohibited when.

No person shall construct or cause to be constructed, repair or cause to be repaired, grease or cause to be greased, dismantle or cause to be dismantled any vehicle or any part thereof upon any road in the City. Temporary emergency repairs may be made upon a road.

(Ord. 261 § 1(part), 1996).

10.52.280 Washing vehicles on road for charge prohibited.

No person shall wash or cause to be washed, polish or cause to be polished, any vehicle or any part thereof upon any road in this City, when a charge is made for such service.

(Ord. 261 § 1(part), 1996).

10.52.290 Vehicle removal—Traffic obstructions or hazards.

A Deputy Sheriff may remove a vehicle from a road when any vehicle is left standing upon a road in such a position as to obstruct the normal movement of traffic or in such condition as to create a hazard to other traffic upon the road.

(Ord. 261 § 1(part), 1996).

10.52.300 Vehicle removal—Blocking entrances.

A Deputy Sheriff may remove a vehicle from a road when it is left standing blocking any driveway, entrance to a private road or bridle trail.

(Ord. 261 § 1(part), 1996).

10.52.310 Vehicle removal—Blocking fire hydrant.

A Deputy Sheriff may remove a vehicle from a road or adjacent area when such vehicle is left standing so as to prevent access by fire fighting equipment to a fire hydrant.

(Ord. 261 § 1(part), 1996).

10.52.320 Vehicle removal—Incapacitated driver.

A Deputy Sheriff may remove a vehicle from a road when the person or persons in charge of such vehicle are by reason of physical injuries or illness incapacitated to such an extent as to be unable to provide for its custody or removal.

(Ord. 261 § 1(part), 1996).

10.52.330 Vehicle removal—Arrested driver.

Any peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, or Deputy Sheriff; or any regularly employed and salaried employee, who is engaged in directing traffic or enforcing parking laws and regulations of the City may remove a vehicle located within the City: (1) when the officer or Deputy Sheriff arrests any person driving or in control of a vehicle for an alleged offense and the officer or Deputy Sheriff is, by this title or other law, required or permitted to take, and does take, the person into custody; or (2) when an officer or Deputy Sheriff serves a notice of an order of suspension or revocation.

(Ord. 261 § 1(part), 1996).

10.52.340 Vehicle removal—Hit-and-run investigations.

- A. When any peace officer, as that term is defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, or Deputy Sheriff, has reasonable cause to believe that a motor vehicle on a road or on private property open to the general public onto which the public is explicitly or implicitly invited, located within the City, has been involved in a hit-and-run accident, and the operator of the vehicle has failed to stop and comply with the provisions of Chapter 10.20 of this title, the officer may remove the vehicle from the road or from public or private property for the purpose of inspection.
- B. Unless sooner released, the vehicle shall be released upon the expiration of forty-eight hours after such removal from the road or private property upon demand of the owner. When determining the forty-eight-hour period, weekends, and holidays shall not be included.
- C. Notwithstanding subsection B of this section, when a motor vehicle to be inspected pursuant to subsection A of this section is a commercial vehicle, any cargo within the vehicle may be removed or transferred to another vehicle.

This section shall not be construed to authorize the removal of any vehicle from an enclosed structure on private property which is not open to the general public.

(Ord. 261 § 1(part), 1996).

10.52.350 Vehicle removal—Over seventy-two hours.

A Deputy Sheriff may remove a vehicle from a road when such vehicle is left parked or standing for seventy-two hours in violation of this title.

(Ord. 261 § 1(part), 1996).

10.52.360 Curb markings.

The City Manager is authorized to place the following berm (also known as "curb") markings and/or signs to indicate parking or standing regulations. Such markings shall have the following meanings:

- A. Red means no stopping, standing or parking at any time except as permitted by this title, and excepting that a school bus may stop in a red zone marked or signed as a bus loading zone.
- B. White means stopping for loading or unloading of passengers, or for depositing mail in an adjacent mailbox.
- C. Green means no standing or parking for a period of time longer than twenty minutes at any time between the hours of eight a.m. and five p.m. of any day, excepting Sundays and holidays.
- D. Blue means parking is limited exclusively to the vehicles of disabled persons and disabled veterans.

(Ord. 261 § 1(part), 1996).

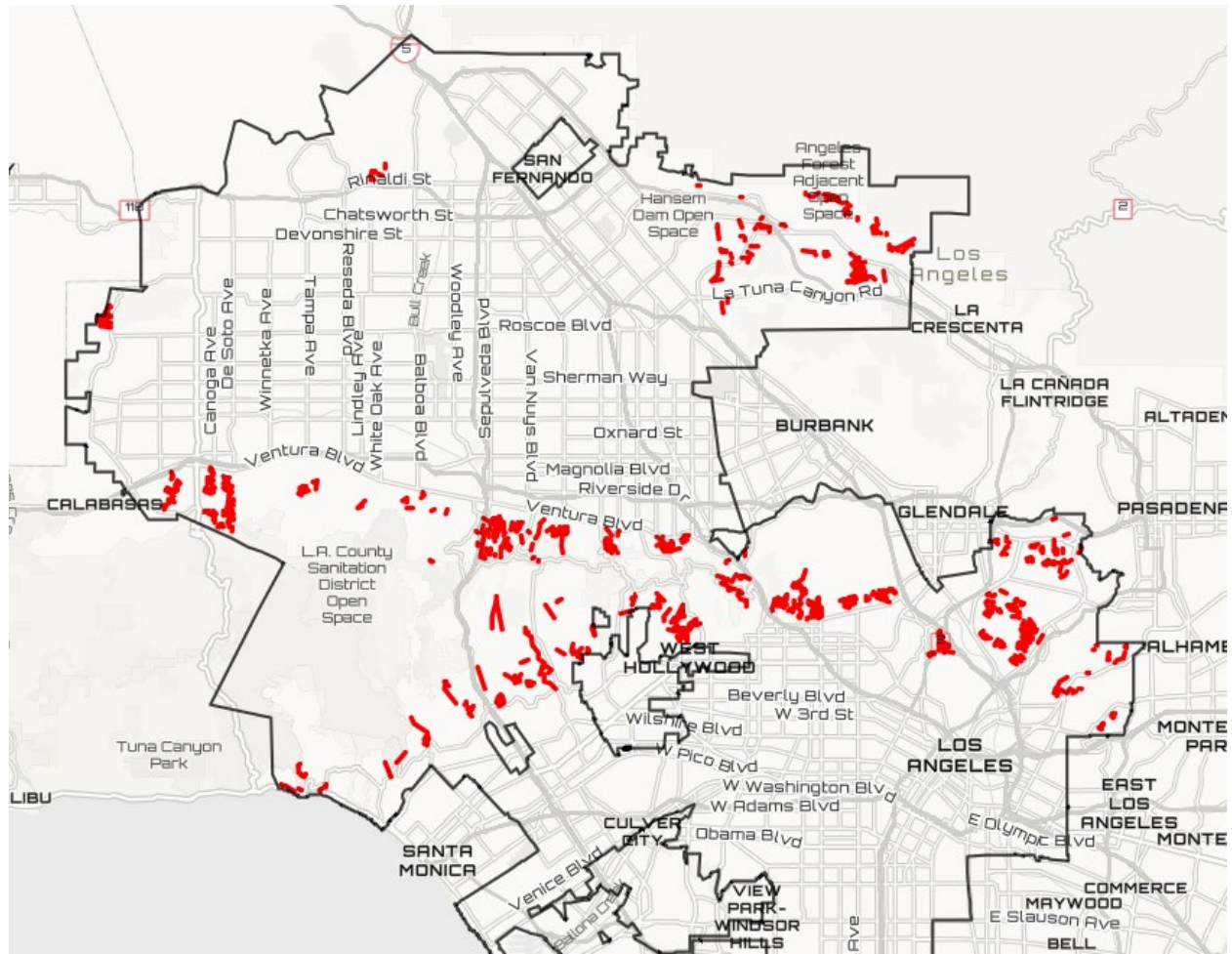
SEC. 80.72. PARKING PROHIBITED OR LIMITED ON CERTAIN STREETS ON RED FLAG ALERT DAYS.
(Added by Ord. No. 177,215, Eff. 2/8/06.)

(a) Whenever, with reference to any street or portion of a street in the City of Los Angeles' Very High Fire Hazard Severity Zone, the Fire Department determines that parking on one or both sides of the street would create a hazard to life or property by interfering with emergency vehicle access and resident evacuation during a major brush fire, the Department of Transportation is hereby authorized to install and maintain at that place signs giving notice that no person shall park a vehicle during a Red Flag Alert in the City of Los Angeles. The Department of Transportation is further authorized to include notice, on any sign that prohibits the parking of vehicles on Red Flag days, that vehicles parked in violation of the sign may be removed.

(b) It shall be unlawful, when authorized signs are in place giving notice, to park any vehicle on any of the streets or portions of streets in the City's Very High Fire Hazard Severity Zone in violation of the signs.

(c) Signs prohibiting parking installed pursuant to this section are only enforceable on Red Flag Alert days in the City of Los Angeles as declared by the Mayor or the Mayor's designee.

(d) The provisions of Section 88.01.1 of this chapter are not applicable to signs erected pursuant to this section.





THE LOS ANGELES FIRE DEPARTMENT

RED FLAG PARKING RESTRICTIONS

Sign up for notifications



RED FLAG STATUS

Red Flag restrictions are NOT in effect

NOTE: In July 2025, the Red Flag website moved to this platform. Those already subscribed who do not want to change their contact details do not need to take any action. Those wishing to update their information will need to create a new account via the link [HERE](#) or at the top of the page.

How To Video:

LAFD: Red Flag Parking Restrictions Has a New Home



To protect lives and property during wildfire conditions, the City of Los Angeles implemented the Red Flag Parking Restrictions Program, active since January 1, 2006.

When a Red Flag Day is declared by the Los Angeles City Fire Department, parking is strictly prohibited in posted areas within the Very High Fire Hazard Severity Zones.

These zones include narrow roads, sharp curves, hairpin turns, and key intersections, areas where parked vehicles can block access for emergency responders and trap residents during evacuation.

More than 1,700 signs were installed by the Department of Transportation to clearly mark these restricted areas. Illegally parked vehicles will be towed to ensure roadways remain clear for emergency access.

[View the Red Flag restricted parking areas map.](#)

WHAT IS A RED FLAG DAY?

The City of Los Angeles declares a Red Flag Day when the weather conditions are such that the potential for a fast-moving brush fire is extremely high. The conditions are defined as wind speeds 25 mph or more and humidity 15% or less.

HOW OFTEN WILL THERE BE RED FLAG DAYS?

Over the past years, the maximum number of Red Flag days has been 12. The average of Red Flag days per year is 4 to 7.

HOW WERE THE AREAS IDENTIFIED?

Fire Department Station Commanders were asked to survey their districts and identify the areas that would create a problem for citizens while evacuating and for fire companies entering the area during a fast moving brush fire. Station Commanders were directed to identify narrow roads, tight curves, and critical intersections that

would create choke points. The areas identified were reviewed by the Fire and Transportation Departments to make sure the criteria for posting was accurate. Once identified, the Department of Transportation took the role of posting signs.

WHY IS THERE ENFORCEMENT ONLY DURING RED FLAG DAYS?

The potential for a choke point being created is a daily concern in the identified areas, but during a situation of mass exodus during a brush fire event a choke point can trap, hinder, or delay lifesaving efforts from first responders.

HOW WILL I KNOW IF THERE IS A RED FLAG DECLARATION?

- Residents can choose to receive push-notifications (text, phone, email) via the LAFD Red Flag Notification System
 - Residents can visit www.lafd.org to check the current status of the flag located in www.lafd.org/redflag
 - Every local news outlet has agreed to broadcast during traffic, and weather segments that the City of Los Angeles is in a Red Flag situation
 - Every fire station will fly a red flag during the declaration.
-

WHY DO WE HEAR ON THE RADIO OR TELEVISION THAT THERE IS A RED FLAG CONDITION YET THE CITY OF LOS ANGELES IS NOT ENFORCING THE PARKING RESTRICTIONS?

Radio and Television weather reports are broadcast to a wider community than the City of Los Angeles, and the information they share on “Red Flag Warnings” for instance, may not apply to the areas served by Your LAFD. Visit www.lafd.org or contact your local LAFD fire station to determine if the Red Flag Parking Restrictions have been enacted.

HOW DOES THE RED FLAG ALERT SYSTEM WORK?

When fire weather conditions in the City of Los Angeles dictate that special parking restrictions be enacted, Fire Department staff will activate the Red Flag Alert System. The System will send a notification to all subscribers of the system via text, phone, or email depending on the selections made during registration.

IS MY CONTACT INFORMATION STORED IN THE RED FLAG ALERT SYSTEM'S DATABASE?

The Red Flag Alert System is an Opt-In System and as such does not store any information other than that which was provided by the registrant.

WHAT PRECAUTIONS ARE TAKEN TO PROTECT PERSONAL CONTACT INFORMATION STORED IN THE SYSTEM? STILL ACCURATE?

Red Flag Alert System data is not shared, distributed, traded, leased, or loaned to any private or public party. Access to the information stored is only accessible to a limited number of members in the City of Los Angeles Fire Department.

HOW DOES THE RED FLAG ALERT SYSTEM RESPOND TO BUSY SIGNALS OR NO-ANSWER SITUATIONS?

When the System encounters a busy signal, the system will attempt to deliver the message to the secondary point of contact provided by the registrant; if one is provided.

WILL THE RED FLAG ALERT SYSTEM BE USED FOR EMERGENCIES?

The System is an Opt-In system; hence, it is considered incomplete for a resident outreach campaign. As an advisory system, the System only provides important versus critical information. During an established emergency the City, County, and other government entities will coordinate to disseminate information through all available communication channels.

IF I HAVE PROVIDED MORE THAN ONE PHONE NUMBER, WHAT NUMBER WILL BE CALLED? STILL ACCURATE?

The System will call your primary number, if there is no answer the system will call your secondary number if one is provided. The System is programmed to leave a message if it encounters a recording device. Furthermore, the System will only make one attempt per device.

WILL THE RED FLAG ALERT SYSTEM CALL NUMBERS OUTSIDE THE CITY'S AREA CODES?

Yes. The area code does not impact whether or not a call is made. In addition, the program is aware that, from time to time, guests, visitors, and other entities can have an extended visit to the City and as such we owe the same courtesy to all registrants.

WILL THE RED FLAG ALERT SYSTEM WORK IF I SCREEN MY COMMUNICATION?

The System works with call screening devices but it is best practice to add the communication information to your screening device. Failure to add the Red Flag Alert System information may result in a failed delivery. In relation to E-mail's spam filters, the System cannot circumvent such technology. To receive an prompt and accurate message the System's E-mail address must be allowed to pass.

IF I AM LISTENING TO A MESSAGE LIVE, IS THERE A WAY TO REPEAT IT?

The System is interactive. The registrant is given options on how to process the call. At a given time during the call, the registrant is given an option to repeat the message or terminate the call.

How do I change or delete the information I registered? The registrant may use the log in feature in the System to change or delete contact information.



Red Flag Days

In an attempt to increase public safety, the Los Angeles Fire Department and Department of Transportation created a program to remove illegally parked vehicles in posted locations within the Very High Fire Hazard Severity Zones. These are essentially the narrow streets in our canyon where it may be difficult to move a high amount of traffic through. You will signs all over the neighborhood that look like this:

How Do I know when it's a Red Flag Day?

To determine if an LAFD red flag is in place, you can check lafd.org/redflag for the current status. While the duration of each red flag lasts 24 hours, it may be renewed once that period is over, so it's a good idea to recheck the website [or LAFD's Twitter](#).



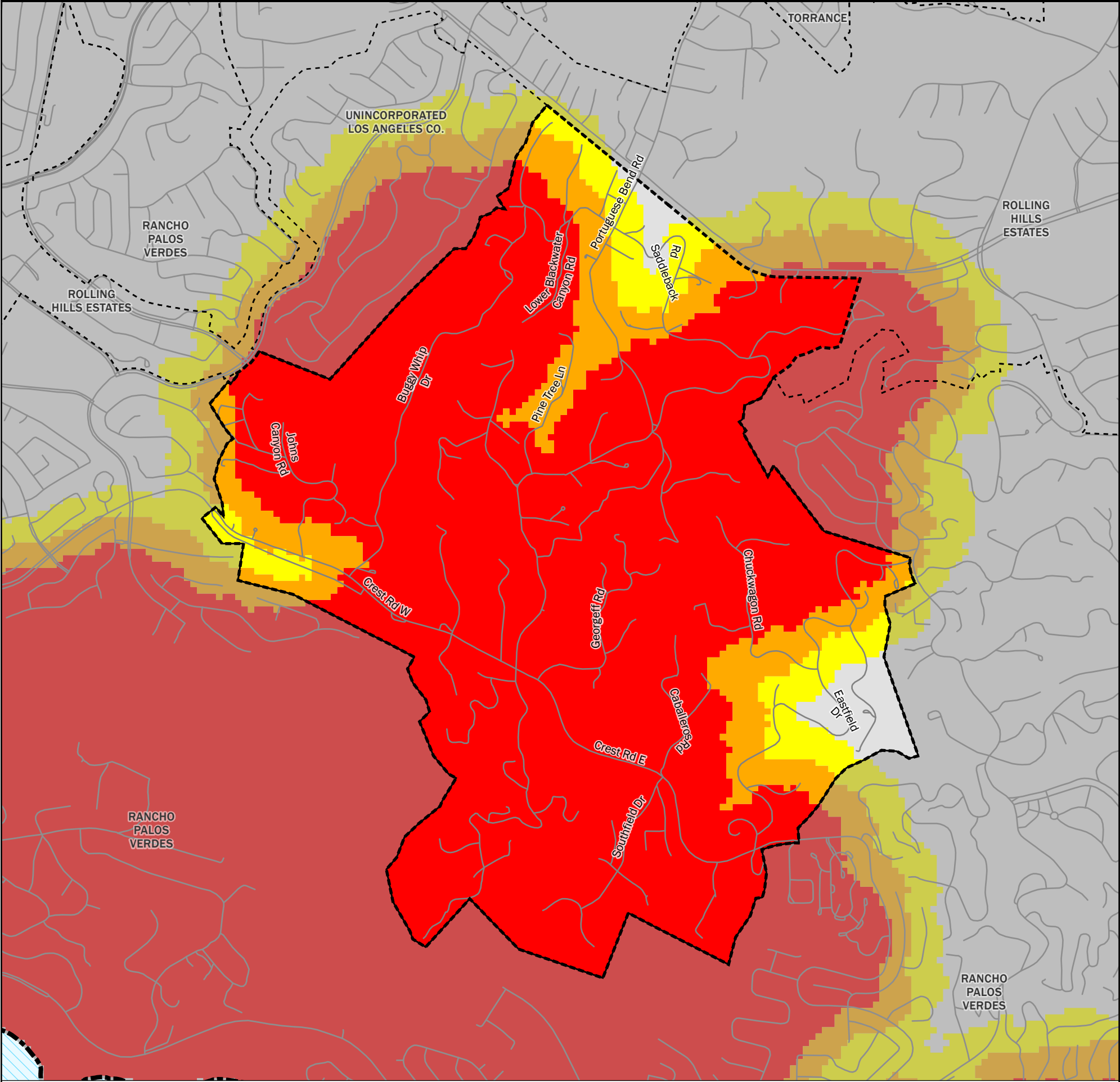
JOIN LCA CONTACT US





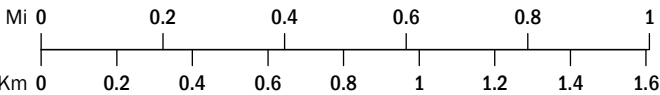
Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
March 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:20,000 at 11" x 17"

Incorporated City
Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.B.

Meeting Date: 8/11/2025

To: City Council

From: Samantha Crew, Management Analyst

Thru: Karina Bañales, City Manager

Subject: Review and discuss the three additional proposed Emergency Outdoor Siren locations identified by HQE Systems, resident feedback gathered to date, and provide direction on which sites should proceed to the RHCA for licensing consideration

Background:

During Fiscal Years 2019-2020 and 2020-2021, the City Council allocated funding to explore emergency communication platforms in the event of a complete power failure in the community. Initial efforts involved the purchase of two-way radios, which were ultimately determined to be ineffective. In response, a Request for Proposal (RFP) was issued to identify alternative communication systems.

In March 2021, the City received a proposal from HQE Systems, Inc. (HQE). Following staff recommendation and further Council-directed research, a Professional Services Agreement (PSA) with HQE was approved on August 23, 2021, to conduct a feasibility study for a Mass Notification System. The study, presented on January 10, 2022, outlined two initial solutions using siren systems with varying installation methods and associated costs.

Subsequent Council meetings explored maintenance costs, site-specific options, and revised system configurations. On January 23, 2023, the Council selected four potential outdoor emergency siren pole locations and, on June 12, 2023, approved installation of a system at three of those locations. On June 26, 2023, the Council approved a PSA with HQE for system installation with a target goal of 70dB outdoor sound coverage for all residents.

Over the course of 2023 and 2024, staff worked with HQE, the Rolling Hills Community Association (RHCA), and permitting agencies to finalize plans, conduct testing, and make adjustments to optimize performance. A siren system test on March 4, 2025, revealed remaining gaps in coverage, prompting the Council to direct staff to work with HQE and the RHCA to evaluate new pole locations that would close the coverage gap.

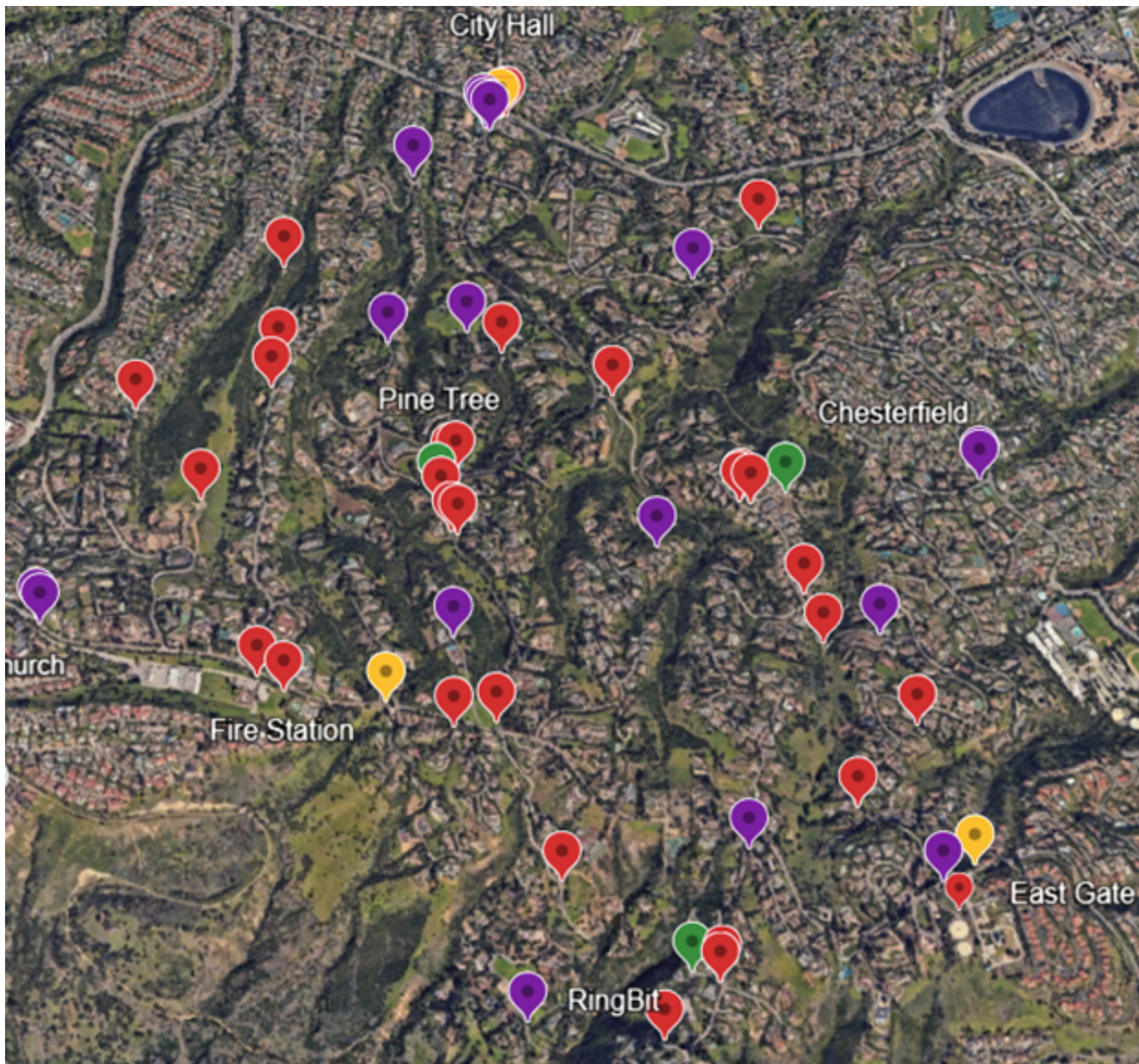
Supplemental sound testing was conducted by HQE in April, 2025. Using tripod-mounted speakers, the vendor evaluated additional sites based on modeling, resident survey feedback, and terrain. HQE identified six potential new locations and has submitted these options for Council consideration. Of

these, three locations are proposed as the ultimate goal to close the existing sound coverage gaps across the three identified areas. HQE has exhausted its search to identify viable locations, and the proposed sites in this report represent the most feasible and effective options based on its comprehensive evaluation.

The site map included in this report illustrates the full history of siren site exploration, spanning from the original feasibility study in 2020 through the present day (2025). Multiple potential locations were identified and evaluated through a collaborative effort involving HQE, City staff, the RHCA, and residents. Each site was assessed for feasibility based on key factors such as terrain, existing infrastructure constraints, sound coverage potential, and view preservation.

This thorough search has been further shaped by significant resident feedback and, in some cases, pushback, prompting additional site evaluations to ensure a balanced approach between public safety goals and community preferences. Several locations situated on Cal Water-owned property were ultimately ruled out, as Cal Water declined to grant access, rendering those sites infeasible.

As shown on the map (next page), HQE has completed a comprehensive evaluation of viable locations and has identified the most effective options currently available. It is also important to recognize that each site visit entails a commitment of resources from HQE, including travel and staff time. These cumulative efforts by the City and HQE reflect a shared commitment to establishing a reliable and thoughtfully planned emergency outdoor mass notification system. Overall, 50+ locations were identified or proposed for siren locations by HQE, City Staff, and Residents



Purple 📍 - Original proposed locations for the feasibility study. 12 siren and 9 siren proposals.

Yellow 📍 - Current sirens installed at location.

Green 📍 - Current proposed locations for expansion.

Red 📍 - Locations deemed not viable, insufficient coverage, rejected, and concerns raised by residents.

HQE has offered to cover 100% of labor, Other Direct Costs (ODCs), and cellular communications expenses. However, the City is being asked to fund equipment and materials at cost (Attachment A). This represents a shift from prior expectations and still requires Council consideration.

The City has made significant progress toward establishing a reliable emergency outdoor mass notification system to enhance public safety during emergencies. With HQE's comprehensive evaluation now complete and viable sites identified, staff seek Council direction on whether to proceed with the proposed expansion locations and funding solutions. Finalizing the system configuration will ensure consistent and equitable siren coverage across the community.

Discussion:

Community Outreach and Site Evaluation:

To help inform the City Council's decision-making process, outreach was conducted to gather meaningful resident input on the proposed siren expansion locations. Outreach included phone calls, emails, and neighborhood meetings where feasible. Due to limited access to complete contact information, staff used all available methods to reach as many affected residents as possible. The feedback collected is intended to assist in evaluating which sites are most viable and appropriate.

Resident Feedback by Area and Location:

Area 1, Location 1 - Ringbit Cul-de-Sac

Staff contacted seven residents:

- Three expressed support for the proposed location.
- Two voiced objections, citing concerns over visual impact and property values. One suggested an alternative site behind nearby mailboxes.
- Two did not express a definitive opinion.

A neighborhood meeting was held with staff, Councilmember Mirsch, and RHCA Manager Kristen Raig. Following the meeting, HQE assessed the viability of the suggested alternative location, pending utility clearance via DigAlert. Conversations continued with nearby Southfield homeowners. One expressed support for the project, but concerned over the pole being placed solely on their easement. Another voiced strong support for improved emergency alert capabilities.

Area 1, Location 2 - Ringbit & Southfield (Behind the Mailboxes)

Staff contacted two residents:

- One expressed concern about the proximity to their home, seismic safety, and the fairness of bearing installation impacts. However, they were still open to a solution.
- One expressed strong support, emphasizing the importance of timely emergency alerts and staff engagement. This resident is directly above the site, as the pole would be added below their property and potentially impact their view.

Area 2, Location 1 - Chesterfield Cul-de-Sac

Staff contacted seven residents:

- Two expressed support.
- One voiced strong opposition due to existing utility poles and a lack of beautification.
- Four did not raise objections during initial contact.

A neighborhood meeting was held with staff and RHCA. Two attendees voiced concerns primarily related to aesthetics. In general, residents acknowledged the need for the system but expressed a preference for the pole to be located out of direct view from their homes. Overall, the meeting was productive and allowed for a constructive exchange of information.

In response to resident inquiries from Chesterfield, staff asked HQE to evaluate the viability of a siren

location near the dip in the road between Upper Willow Springs Trail and Lower Willow Springs Trail on Chuckwagon. Although this site is somewhat out of the way and could minimize visual impact, HQE advised that the location would not effectively propagate sound due to the bowl effect created by the surrounding terrain. As a result, it would not adequately address the existing coverage gaps.

Area 2, Location 2 - Chuckwagon (Near Bowie)

Staff contacted five residents:

- Two opposed the proposed location, with one expressing strong frustration.
- One was open to the concept, citing public safety benefits.
- Two did not respond.

Area 3, Location 1 - Upper Blackwater and Portuguese Bend Road (RHCA Triangle)

Staff contacted three residents:

- One expressed strong support and appreciation for the City's efforts.
- One supported the project but voiced concerns due to a medical condition that could be triggered by the siren.
- One resident expressed strong opposition to the proposed location, stating that the RHCA triangle has been the source of previous grievances and that placing a siren pole there would exacerbate existing concerns and negatively impact property values. The resident also mentioned that the City may receive correspondence from their legal counsel regarding this matter. The resident also informed staff that the City should expect to receive correspondence from their legal counsel regarding the matter.

Area 3, Location 2 - Portuguese Bend Road and Wagon Lane

Staff contacted three residents:

- One expressed full support and even offered their own property, though the site was deemed unsuitable by HQE.
- One resident strongly objected to the proposed location, indicated the potential for litigation, and submitted a Public Records Act request to better understand the history of the siren project. The requested records were provided.
- One did not respond.

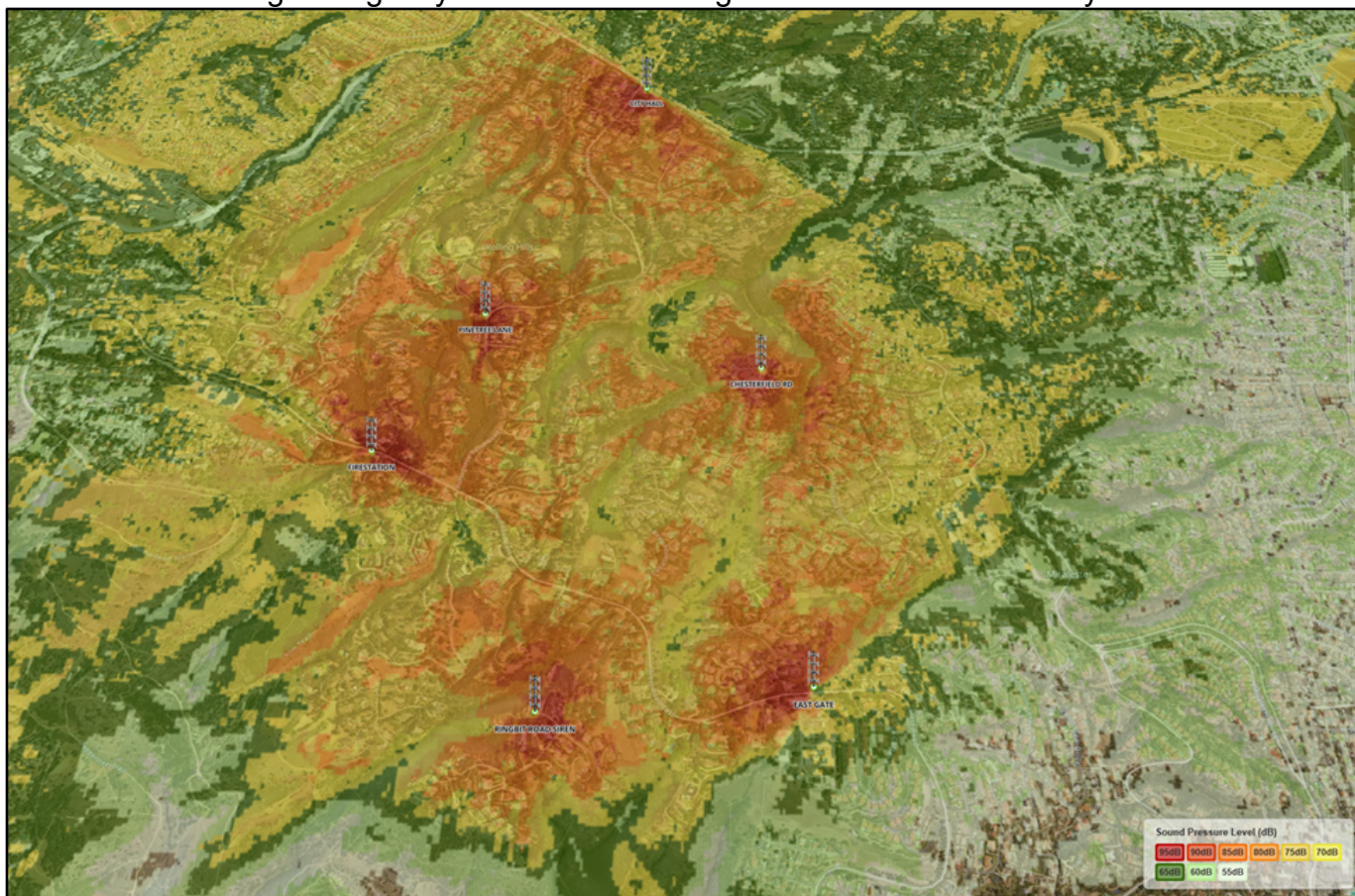
During recent conversations with residents, staff received several thoughtful questions regarding the emergency siren system. One common concern was the potential impact of electromagnetic fields (EMF) emitted by the sirens. HQE clarified that EMF discharge from the system is extremely minimal. The equipment that emits EMF is housed in a control box located near the lower portion of the pole, and it only becomes active when the siren is sounding. Sirens are activated during occasional system testing and in rare, dire emergencies when evacuation or shelter-in-place becomes necessary. According to HQE, the EMF levels generated are lower than those produced by a standard residential television.

Another question raised was whether reducing the height of a siren pole affects its sound coverage. The answer is yes. This was demonstrated at the Fire Station site, where the original design called for a taller pole to maximize sound propagation. That height would have allowed the siren to effectively cover a broader area. However, in response to view preservation concerns, the pole was installed at a lower elevation, which has since contributed to the sound coverage gap in that part of

the City.

Residents also asked whether the poles could tip over during an earthquake. While it is impossible to predict the specific effects of a major seismic event, HQE has assured the City that their sirens are engineered with stability in mind. Each pole is installed with approximately 10 feet of its structure below ground to enhance anchoring and structural integrity in the event of ground movement.

Some residents have expressed a preference for a more uniform appearance by co-locating siren poles next to existing utility infrastructure. This approach is inconsistent with industry best practices and may compromise the system's effectiveness. Achieving optimal outdoor sound coverage requires careful consideration of terrain, elevation, and spacing, not just aesthetics. According to HQE, proceeding with siren placement solely based on uniformity would not accomplish the desired result of maximizing emergency notification coverage for the entire community.



SAFE Network:

HQE has committed to proceeding with the installation of the SAFE Network as part of its continued partnership with the City of Rolling Hills. The SAFE Network (Secure Alerting for Emergencies) is a technology-based communication platform designed to supplement traditional outdoor siren systems by delivering emergency alerts directly to indoor locations through dedicated receiver units known as SAFE Units. These devices are especially valuable in areas where terrain, distance, or infrastructure limitations reduce the effectiveness of siren sound propagation.

The SAFE Network creates a mesh of communication relays using the existing siren poles to transmit signals wirelessly to each individual SAFE Unit. Once installed, these units can audibly and visibly alert residents to emergencies such as wildfires, earthquakes, or evacuation orders, even if the siren is not clearly heard outside or at all indoors.

In recognition of the City's unique topography and the resulting challenges in achieving 100% outdoor sound coverage at the 70 dB threshold, HQE has offered to install the SAFE Network free of charge (Attachment B). While the network installation is covered, individual SAFE Units must be purchased by residents.

Next Steps:

- If the City Council determines the proposed siren locations are acceptable, staff will present the selected sites to the RHCA Board.
- Staff will request licensing agreements from the RHCA for use of the necessary easements.
- Following RHCA approval, the next phase will involve County permitting, which may take several months to complete.

While the pace may appear incremental, this process, final site selection, easement licensing, and permitting, is essential to ensure compliance with all regulatory and technical requirements prior to installation.

Conclusion:

The City's emergency outdoor mass notification system is a critical component of its emergency preparedness strategy, designed to ensure timely public alerts in life-threatening situations. As the City works to close existing sound coverage gaps, the identification of viable new siren locations is a key step in fulfilling this vital public safety goal. With community feedback carefully considered and technical evaluations complete, staff now look to the City Council for guidance on how to proceed.

Fiscal Impact:

To achieve the goal of closing existing sound coverage gaps, three additional siren poles have been recommended by HQE. The associated fiscal impacts include costs for pole materials, installation, cellular data and related infrastructure.

Labor	\$36,051.67
Other Direct Costs	\$28,785.28
Cellular Data	\$2,794.00
Equipment	\$63,969.23
Total	\$131,600.18

Recommendation:

Staff request direction regarding the following:

- Whether further exploration for additional siren locations is warranted.
- Which locations, if any, should be submitted to the RHCA Board for consideration and licensing of necessary easements.
- Whether staff should return at a future meeting with finalized documentation for the approved sites and next steps for implementation.
- Direction on potential funding solutions for the addition of three new siren poles.

Attachments:

1. Attachment A - PS_SIR_250512_HQE_Estimate_System Expansion

2. Attachment B - PS_SIR_250324_HQE_SAFE_GRANT

City of Rolling Hills System Expansion

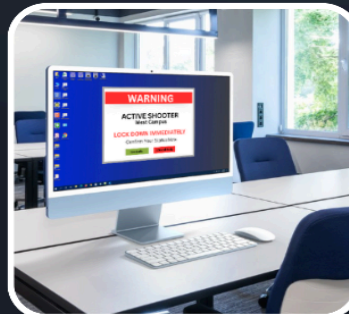
April 25, 2025

Prepared For

City of Rolling Hills
ATTN: [Client POC Name]
POC Title: [Position Title]
POC Phone: [Phone Number]
POC Email: [Email Address]
[Street Address]
[City, State Zip]

Prepared By

HQE Systems, Inc.
POC Title: Qais Alkurdi
POC Phone: (800) 967-3036
POC Email: Contracts@HQESystems.com



Summary

HQE Systems, Inc., a Service-Disabled Veteran-Owned Small Business (SDVOSB), is pleased to present the following cost estimate for the proposed system expansion at the City of Rolling Hills. This proposal is in response to the City's request for the addition of four (3) outdoor warning sirens. This offer is valid for 90 days. To proceed, please submit any resulting purchase order or contract to: contracts@hqesystems.com

Proposed Cost

#	Description	QTY
1	LS 30 Omnidirectional Clear Voice & Tone Sirens To Include: • SiRcom LS30 Clear Voice and Tone Sirens on 30' Poles • Amplifier • Siren Control System • Communications • Solar with Battery Backup	3

Confidentiality Notice:

This document contains proprietary pricing information. **Do not share or distribute.** Pricing reflects HQE's internal at-cost rates and is provided exclusively for consideration by the City of Rolling Hills.

SENSITIVE - PROPRIETARY DATA - HQE's AT COST PRICING
DO NOT RELEASE - SANITIZE BEFORE SHARING

#	Budget Summary	At Cost Pricing
1	Total Labor (Covered by HQE)	\$36,051.67
2	Other Direct Costs (Covered By HQE)	\$28,785.28
3	LTE/SIM Service - 3 Additional Locations - 2 Year PKG (Covered By HQE)	\$2,794.00
4	Equipment and Materials At Cost Pricing (To Be Covered By The City of RH)	\$63,969.23
HQE's Actual Cost To Perform This Work		\$131,600.18

To continue providing valuable support to the City, **HQE Systems is offering to cover 100% of the costs** for all **Labor, Other Direct Costs (ODCs), and the Cellular Communications Data Package** associated with the project — a total contribution valued at **\$67,630.95**.

HQE respectfully requests that the City cover only the cost of the **equipment and materials**, provided at **cost** with no markup. The total for these equipment and material costs is **\$63,969.23**.

Value Added Offer - Additional Services and Products

At HQE Systems, we are deeply committed to supporting the safety, preparedness, and resilience of the City of Rolling Hills. As a gesture of our dedication to public service and community partnership, we are proud to offer, at no cost to the City, a comprehensive package of critical services and technologies. This includes a Bumper-to-Bumper No Hassle Full Maintenance Service Plan valued at \$29,274.22 for one year, 25 Portable Alert Units ("SAFE Units") valued at \$4,875.00, access to our cutting-edge Alert and Warning Software Package (supporting up to 100,000 alerts across SMS, voice calls, emails, social media posts, foreign language support, and visitor management) valued at \$5,000, and expert Emergency Management Operations Plans Development Support valued at \$15,000. We make this contribution in good faith, with no expectation of future obligation, because we believe in delivering real value and standing behind our word. It is our honor to assist the City of Rolling Hills in enhancing its emergency preparedness and public safety capabilities.

#	Description	QTY	Value
1	- Bumper-To-Bumper No Hassle Full Maintenance Service Plan The plan includes: - Full system diagnostics and proactive maintenance - On-site and remote technical support - Unlimited parts and labor for repairs - Firmware and software updates - Priority response times for service requests - Equipment replacement if necessary - Annual system health checks and performance audits	1 Year	\$29,274.22
2	Portable Alert Units ("SAFE Units")	25	\$4,875.00 Pre-Tax and S&H
3	- Use of the Alert and Warning Software Package - SMS/Voice Calls - Emails - Social Posts - Foreign Language Support - Visitor Management 1 Year Coverage Period	100,000 Alerts	\$5,000
4	Emergency Management Operations Plans Development Support	1	\$15,000

End of Estimate

"Our goal at HQE is to continue to serve our veterans through our 'Hire Veterans Policy HQE-2015-2025'. We appreciate our current and past customers who have helped us meet our goals of hiring veterans throughout the years. Your support in HQE is directly impacting the support of our incredible veterans. Thank you for your consideration and support of Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Service Disabled Veteran Owned Small Business (SDVOSB)!."

Thank You from the team of HQE Systems Inc.

Qais Alkurdi

CEO, Disabled Veteran / Retired



2024 Community SAFE Grant (CSG) Award

Presented by HQE Systems, Inc.

“Thank You For Supporting The Veteran Community!”

Dear Members of the City Council and Leadership of Rolling Hills,

On behalf of HQE Systems, Inc., we are honored to present the City of Rolling Hills with the **2024 Community SAFE Grant (CSG)**. This grant represents our commitment as a veteran-owned organization to strengthening local life-saving capabilities for communities that exemplify unwavering support for U.S. veterans. The residents, Block Captains, City management, and leadership of Rolling Hills have been steadfast allies to HQE Systems, a California Disabled Veteran Business Enterprise (DVBE). Your collective efforts to build a safer, stronger community inspire us, and we are excited to partner with you in advancing public safety.

The **Community SAFE Grant** is an initiative created by the veterans of HQE Systems. Each year, we select one community to receive cutting-edge technology aimed at enhancing life-saving capabilities and resilience. For 2024, we are privileged to award this grant to Rolling Hills, a city that has stood out for its remarkable dedication to its residents and veterans alike.

What the CSG Includes:

1. SAFE Network System

The cornerstone of the CSG package is the installation of the **SAFE Network** System, a revolutionary public safety communications network designed to operate independently of cellular or AC power. This system ensures uninterrupted communication between the City’s leadership, emergency management team, and residents, even during catastrophic events when traditional communication methods fail.

The SAFE Network operates through a decentralized, self-sustaining framework that uses advanced radio frequency technology to maintain reliable communication. It is specifically designed to provide seamless connectivity during disasters, empowering emergency responders and city leaders to make critical decisions and keep residents informed when it matters most.

- **HQE’s Equipment Cost:** \$9,278.52
- **HQE’s Total Cost (including labor and other direct costs):** \$21,374.35
- **Open Market Value:** Over \$30,000+

The SAFE Network provides unmatched reliability and resilience, delivering \$30,000+ in public safety communication technology to Rolling Hills—at no cost to the City.

2. Indoor SAFE Units for Homes

As part of the CSG, HQE is offering **at-cost pricing** for up to **700 Indoor SAFE Units**, allowing residents to benefit from this advanced safety technology at significantly reduced costs.



SAFE Units are compact, easy-to-install devices designed to provide emergency alerts and critical information directly to residents' homes. These units serve as a vital link in the communication chain, ensuring that even during widespread outages or disasters, households remain informed and connected to city leadership and emergency services.

- **MSRP Per Unit:** \$142.95 (excluding shipping, handling, and tax)
- **At-Cost Price Per Unit:** \$92.84 (excluding shipping, handling, and tax)
- **Potential Savings for the Community:** \$35,077 (if all 700 units are purchased)

These units empower families with vital communication tools during emergencies, ensuring no household is left unprotected.

Total Grant Value

The Community SAFE Grant delivers a total value of over **\$65,000** in public safety enhancements:

- **\$30,000 SAFE Network System at no cost.**
- \$35,077 in discounts for Indoor SAFE Units for residents.

Why HQE Selected Rolling Hills

HQE Systems' mission is deeply rooted in supporting communities that support veterans. Rolling Hills' leadership and residents have continually demonstrated an exceptional commitment to HQE Systems and our veteran workforce. Your city's values align with our vision to create safer, more resilient communities. By awarding the Community SAFE Grant to Rolling Hills, we are not only expressing our gratitude but also investing in the safety and well-being of a community that inspires us.

Our Commitment to Your Community

As a veteran-owned company, HQE Systems believes in going beyond business to make a meaningful impact. The Community SAFE Grant is a testament to this belief. We are excited to see how this partnership will enhance public safety in Rolling Hills and set a precedent for community resilience.

Thank you for the opportunity to serve your community. We look forward to working together to implement these life-saving technologies.

Very Respectfully,

Qais Alkurdi
CEO, HQE Systems, Inc.
Disabled - Retired Veteran





City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 12.C.

Meeting Date: 8/11/2025

To: City Council

From: Christian Horvath, Assistant to the City Manager / City Clerk

Thru: Karina Bañales, City Manager

Subject: Consideration and approval of Adopting Resolution No. 1397 awarding a Construction Contract to Doty Bros., Equipment Company for providing Construction Services on the Rule 20B portion of the Eastfield Drive Electric Utility Undergrounding Mitigation Project in an amount not to exceed \$3,287,796.85 funded by FEMA Hazard Mitigation Program #DR-4382-177-7R, authorize the Mayor to execute the Agreement, and finding the project categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15302(d)

Background:

In order to preserve the rural character of Rolling Hills and eliminate risks of wildfires, the City Council encourages and supports utility undergrounding throughout the community. In line with this vision, the City applied for Hazard Mitigation Grant funds through the California Governor's Office of Emergency Services (CalOES)/FEMA Hazard Mitigation Program.

On January 26, 2022, the City was awarded \$1,971,882 in Federal funds to underground utility infrastructure on Eastfield Drive between Outrider Road and Hackamore Road. The grant required a Local Match of 25%, or \$657,294, for a total project amount of \$2,629,176. The Local Match can be fulfilled using the City's Rule 20A work credits.

The California Public Utility Commission requires the local agencies to adopt a resolution creating an underground district in the area where both the existing and new facilities are and will be located. The formation of the Underground Utility District (UUD) provides SCE with the authorization needed to develop the design plans to remove existing overhead facilities and install replacement underground facilities. On November 14, 2022, the City Council adopted Resolution No. 1316 to create Underground Utility District No. 2 (UUD-02) (Eastfield Drive).

The length of UUD-02 is divided into two segments: Rule 20A and Rule 20B. Southern California Edison (SCE) handles the design and joint trench bidding and assists in coordinating with the other utility companies for Rule 20A projects. Rule 20B projects are also designed by SCE; however, joint trench bidding is handled by the City. In preparation for the UUD, SCE conducted numerous site visits to confirm the scope and limits of work and to prepare a Rough Order of Magnitude (ROM), an estimate of the project. On January 4, 2023, SCE submitted the ROM for the Rule 20A segment,

which is based on the estimated trench footage of 1,250 feet and includes all mainline trenching as well as crossings, streetlights, and service laterals with the cost estimate of \$1,000,000, expressed in 2024 dollars.

On January 23, 2023, Resolution No. 1322 was adopted, allowing SCE to begin designing the undergrounding system to replace the existing overhead facilities within the designated UUD. In addition, SCE coordinates with other utility service providers that have facilities on the existing overhead system to ensure their respective undergrounding designs coincide with SCE's efforts.

The Eastfield Drive Underground Utility project requires construction to be completed by October 9, 2025. The current disaster award period of performance (POP) date expires January 9, 2026.

Staff has conducted monthly meetings with all utilities to ensure coordination and communication during the design, permitting, engineering, and pre-construction phases. The original 3-year timeline as set by FEMA was unrealistic to accomplish a project of this scope, considering much of that time had been utilized during the grant sub-application approval process. Furthermore, the utilities had multiple delays during their design phases. Both delays required the City to file for three 1-year extensions in 2022, 2023, and 2024. The 2024 extension request was only granted for an additional 6 months due to the overall POP date. Staff and CalOES have requested that the overall POP date be extended, but thus far, FEMA has not granted approval.

Discussion:

The City is responsible for completing the Rule 20B segment, including lateral connections to residential electrical panels (four of which require electrical panel relocations) and telecommunication hardware per SCE's local planning design and the telecommunication utilities designs. To ensure that the City stayed closely in sync with SCE's timing and work specific to the Rule 20A portion, a Request for Proposals (RFP) for the Rule 20B Engineering Services was released on October 30, 2024. The City Council approved Ampirical Services Inc. (Ampirical) to perform engineering services on December 10, 2024.

Between December 2024 and April 2025, staff and Ampirical worked to develop final plans and specs in order to prepare a bid package for construction services.

On April 7, 2025, staff released a public notice of bid (Attachment E) for City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB. Project, Job No. 2025-02 Request for Bid (Attachments F-H). The original Bid Closing date was scheduled for May 6, 2025. Due to the project's complicated nature, there were follow-up questions as outlined in two addendums (Attachments I-J), and the closing date was extended 10 days to accommodate potential bidders. On May 16, 2025, the City received five (5) sealed bids at the 2 p.m. Bid Closing as follows:

Bidder	Address	Base Bid Amount
Doty Bros. Equipment Company	11232 E. Firestone Blvd., Norwalk, CA 90650	\$2,955,323
Herman Weissker Inc.	1645 Brown Ave., Riverside, CA 92509	\$3,281,488
Northwest Excavating, Inc.	18201 Napa St., Northridge, CA 91325	\$3,956,436
Outsource Utility Contractor,	17115 Alburtis Ave., Artesia, CA	\$4,550,207

LLC	90701	
Teichert Energy & Utilities Group	3536 Concours St., Ste. 120, Ontario, CA 91764	\$4,775,667

Staff validated the bid received (Attachment A) and determined that Doty Bros., Equipment Company was the lowest responsive and responsible bidder. Staff's recommendation is to award the construction contract (Attachment C-D) to Doty Bros., Equipment Company for \$2,992,264.54 (including 2.5% Performance & Payment Bond Costs) and allocate an additional \$295,532.30 as a 10% contingency for a total of \$3,287,796.85.

The original grant award amount of \$2,629,176 cannot cover the above construction award in addition to all design and engineering expenses incurred to date. Upon the opening of the bids, staff contacted CalOES and subsequently submitted a budget modification request package with an updated Benefit Cost Analysis (BCA) to CalOES on June 6, 2025, for their evaluation. The total grant award would be increased to \$6,526,624 if approved by FEMA. The increased cost would also have an impact on the City's required 25% cost-share match. As stated above, the City is utilizing Rule 20A credits to meet the match obligation. To help the City get closer to the 25% threshold, staff secured support, again, from Supervisor Janice Hahn and an LA County Fourth District donation of \$500,000 Rule 20A credits. Staff are awaiting a date when this will go before the Board of Supervisors for approval.

Although staff submitted the request in June, CalOES had contracting issues with the Benefit Cost Analysis (BCA) evaluation team, resulting in a month of delays. Upon their contact renewal, staff and MNS Engineers were directed to revise the BCA. As of the writing of this report, those revisions are almost complete and will be resubmitted for forwarding to FEMA.

As a result of the need for both a budget modification and a potential POP extension, staff have requested expedited reviews due to extraordinary circumstances and the fact that this project is "shovel-ready." Staff are also reaching out to U.S. Senators Padilla and Schiff, as well as Representative Lieu, for their assistance if possible. In the current political climate, coupled with layoffs and funding freezes within FEMA, there are no guarantees that either of the above requests can or will be expedited, let alone approved.

With all of this in mind, staff have been fully transparent from the bid opening with Doty Bros. The City Attorney has added language to the contract, noting that it is contingent on approval of the budget modification request and having enough time to execute. The City Attorney has also included Resolution No. 1397 stipulating the same (Attachment B).

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15302(d) which exempt "conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition prior to the undergrounding." Also, none of the exceptions in CEQA Guidelines Section 15300.2 apply. Upon the Council's direction, Staff will file a Notice of Exemption pursuant to these findings.

Fiscal Impact:

Under Rule 20B, the City is required to cover the costs for any contracted work and then be reimbursed from the grant funds. The federal grant pays for 75% of the fee (\$4,894,968) and the City pays 25% of the fee (\$1,631,656) using Rule 20A tariff credits (\$1,500,000) and general fund

reserves.

In the event that FEMA approves the budget modification request, the City may have an estimated financial obligation of up to approximately \$131,000 on top of the existing or donated 20A credits to meet the match obligation, assuming the total award amount is expended. That amount assumes potential cost overruns. If no contingencies are required, the general fund reserve obligation will more likely be in the \$50,000 range.

Upon notification of the budget modification approval, staff will return to Council with a proposed bridge funding strategy and potential resolution to amend the budget based on the costs and flow of funds described herein.

Recommendation:

Approve as presented.

Attachments:

1. Attachment A - CL_BID_250516_2025-02_20B_EastfieldDr_UU_DotyBros
2. Attachment B - ResolutionNo1397_EastfieldDr_20BConstAgr_FEMAGrantFunding_F
3. Attachment C - CA_AGR_250811_DotyBros_ConstContract_Project_2025-02_F
4. Attachment D - CA_AGR_250811_DotyBros_ConstAddendum_FedReqs_F
5. Attachment E - CL_PBN_250407_NOB_2025-02_Construction_Eastfield_UU_Affidavit
6. Attachment F - CL_BID_250407_2025-02_20B_Eastfield_UU_Project_F
7. Attachment G - CL_BID_250407_2025-02_20B_TechSpecs
8. Attachment H - GR_OES_250407_UU_20B_DesignPlans
9. Attachment I - CL_BID_250430_2025-02_20B_Eastfield_UU_Project_Addendum01_ResponseToQs
10. Attachment J - CL_BID_250509_2025-02_20B_42Eastfield-rev_UU_Project_Addendum02_ResponseToQs



Doty Bros. Equipment Company

We are pleased to submit our Bid Proposal to



City of Rolling Hills

for

2QQ Rule 20B Install UG Statler 16KV SUB

RFP Due Date: May 16, 2025 @ 2:00PM

*Doty Bros. Equipment Company
Pipeline Professionals Since 1935*

MISSION STATEMENT

Our Company's mission is to achieve consistent growth by striving for excellence and innovation in service, workmanship, and customer support. We believe that rewarding excellence and innovation and effectively demonstrating those traits to our customers and vendors sustains growth and secures the Company's solid foundation.

DETAILED BID BREAKDOWN FORM



Issued for Bid - 04/07/2025

Owner: City of Rolling Hills
Project Type: Rolling Hills Rule 20B, Project No. 2025-02
Contractor Doty Bros. Equipment Co.

ITEM NUMBER	ITEM DESCRIPTION	INDICATE "SELF-PERFORMED" OR NAME SUBCONTRACTOR	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
GENERAL CONDITIONS						
1	<u>Mobilization / Demobilization</u> : All preparation required to construct the scope of work. Including, but not limited to: Traffic Control, Debris Removal, Daily Cleaning & Final Cleaning, Safety, Hoisting, Materials Handling, etc.	Self Perform	1	Lump sum	N/A	\$75,751.00
2	<u>Construction Administration</u> : All administrative work required to construct the scope of work. Including, but not limited to: Construction Permitting, QA/QC, Meetings, Project Management, Substantial Completion, and Final Completion Meetings, Submittals, RFIs, etc.	Self Perform	1	Lump sum	N/A	\$63,780.00
TOTAL: GENERAL CONDITIONS						\$139,531.00

DEMOLITION / CONSTRUCTION			*Quantities provided are estimated and for bidding purposes only			
ITEM NUMBER	ITEM DESCRIPTION	INDICATE "SELF-PERFORMED" OR NAME SUBCONTRACTOR	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL COST
1	<u>Demolition / Removals</u> : Demolish and remove all existing utilities and structures (within the limits of work shown on construction plans and exhibits provided) necessary to construct the electric / communication infrastructure and improvements as shown on all plans and specifications associated with this project. Including, but not limited to: Clearing & Grubbing, AC Pavement, Sawcut, Trench & Excavation, Retaining Wall Partial Demo / Temporary Shoring	Self	1	Lump sum	N/A	\$1,679,500.00
2	<u>Construction / Improvements</u> : Construct and install all new utilities and structures (within the limits of work shown on construction plans and exhibits provided) necessary to construct the electric / communication infrastructure and improvements as shown on all plans and specifications associated with this project. Including, but not limited to: Handholes, Vaults, Pull Boxes, Node Peds, Conduits, New Base & Asphalt / Concrete Finish at Utility Trenches & Retaining Wall (matching adjacent finishes), Compacted Fill at Utility Trenches (including formwork as needed), Restoration of damage to adjacent property, Implementing Best Management Practices (BMP's) to comply with project environmental requirements	Self	1	Lump sum	N/A	\$884,457.00
3	<u>Panel Conversions</u> : Relocate residential panels within the limits of work shown and in identified locations on City of Rolling Hills 20B plans (Amprical-Sheet 6). Per SCE requirements and perform all work necessary as shown on all plans and specifications associated with this project. Including, but not limited to: Trenching, Wiring, Testing, Energization, Permitting, and Landscape/Hardscape repairs needed to relocate existing panels to new locations.	Self & HWP for the electrical work	5	Lump sum	N/A	\$251,835.00
TOTAL: DEMO / CONSTRUCTION						\$2,815,792.00

PROJECT TOTALS

TOTAL PROJECT CONSTRUCTION COSTS	\$2,955,323.00
Performance & Payment Bond Percentage (%)	1.25%
Performance & Payment Bond Cost (\$\$)	\$36,941.54
Contingency 10%	\$295,532.30
TOTAL PROJECT CONSTRUCTION COSTS W/ PERFORMANCE & PAYMENT BONDS WITH CONTINGENCY	\$3,287,796.85
TOTAL WORKING DAYS TO COMPLETE PROJECT	60.00

PROPOSAL

Date: May 16, 2025

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

TO THE CITY OF ROLLING HILLS, ROLLING HILLS, CALIFORNIA

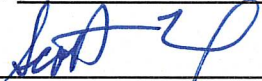
Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself on award by the City of Rolling Hills under this proposal to execute in accordance with such award a contract, of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

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

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

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

Firm Doty Bros. Equipment Co.

By 

(Signature)

Name/Title Scott Humphrey, Vice President of Operations

Address 11232 E. Firestone Blvd. Norwalk, CA

Zip 90650

Phone 562-864-6566

E-mail: cityclerk@cityofrh.net

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

Corporation

Luis A. Armona, CEO

Phil Dennis, President

Henry Barber, Sr. Vice President

Scott Humphrey, Vice President of Operations

Corporation organized under the laws of the State of: California

BIDDERS PROPOSAL

Name of Bidder: Doty Bros. Equipment Co. The undersigned, having examined the proposed Contract Documents titled:

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

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

PROJECT BID SCHEDULE - SEE AND COMPLETE SEPARATE EXCEL FILE

BASE BID:

Two Million Nine Hundred Fifty Five Thousand
Three Hundred Twenty Three Dollars Zero Cents. (\$ \$ 2,955,323.00)
Base Bid Total Sum in Words Base Bid Total Sum in Figures

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

<u>Doty Bros. Equipment Co.</u>	<u>Bid Bond - 10% of Bid Amount</u>
Name of Bidder	Amount of Certified Check/Bidder's Bond
<u>11232 E. Firestone Blvd. Norwalk, CA 90650</u>	<u>Fidelity and Deposit of Maryland</u>
Address	Name of Bonding Company

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

Bid Items:

GENERAL CONDITIONS

1. **Mobilization / Demobilization:** All preparation required to construct the scope of work. Including, but not limited to: **Traffic Control, Debris Removal, Daily Cleaning & Final Cleaning, Safety, Hoisting, Materials Handling, etc.**
2. **Construction Administration:** All administrative work required to construct the scope of work. Including, but not limited to: **Construction Permitting, QA/QC, Meetings, Project Management, Substantial Completion, and Final Completion Meetings, Submittals, RFIs, etc.**

DEMOLITION / CONSTRUCTION

1. **Demolition / Removals:** Demolish and remove all existing utilities and structures (within the limits of work shown on construction plans and exhibits provided) necessary to construct the electric / communication infrastructure and improvements as shown on all plans and specifications associated with this project. Including, but not limited to: **Clearing & Grubbing, AC Pavement, Sawcut, Trench & Excavation, Retaining Wall Partial Demo / Temporary Shoring, etc.**
2. **Construction / Improvements:** Construct and install all new utilities and structures (within the limits of work shown on construction plans and exhibits provided) necessary to construct the electric / communication infrastructure and improvements as shown on all plans and specifications associated with this project. Including, but not limited to: **Handholes, Vaults, Pull Boxes, Node Peds, Conduits, New Base & Asphalt / Concrete Finish at Utility Trenches & Retaining Wall (matching adjacent finishes), Compacted Fill at Utility Trenches (including formwork as needed), Restoration of damage to adjacent property, implementing Best Management Practices (BMP's) to comply with project environmental requirements.**
3. **Panel Conversions:** Relocate residential panels within the limits of work shown and in identified locations on City of Rolling Hills 20B plans (Ampirical--Sheet 6), Per SCE requirements and perform all work necessary as shown on all plans and specifications associated with this project. Including, but not limited to: **Trenching, Wiring, Testing, Energization, Permitting, and Landscape/Hardscape repairs needed to relocate existing panels to new locations.**

BID BOND

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

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

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

WHEREAS Doty Bros. Equipment Company

11232 Firestone Blvd., Norwalk, CA 90650
(Name and address of bidder)

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

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

NOW, THEREFORE, we, the undersigned Principal, and Fidelity and Deposit Company of

Maryland 1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Ten Percent of the Total Amount Bid Dollars (\$ 10% of Bid), being not less than ten percent (10%) of the total bid price, including alternate, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

Dated: April 30, 2025

"Principal"

Company Name:

Doty Bros. Equipment Company

"Surety"

Company Name

Fidelity and Deposit Company of Maryland

By: 

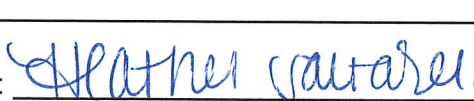
Name: Scott Humphrey

Its: Vice President of Operations

By: _____

Name: _____

Its: _____

By: 

Name: Heather Saltarelli

Its: Attorney-in-Fact

By: _____

Name: _____

Its: _____

(Seal)

(Seal)

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

CIVIL CODE § 1189

State of California)
County of Orange)
On APR 30 2025 before me, Kim Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Heather Saltarelli
Name(s) of Signer(s)

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

Signature _____
Signature of Notary Public



OPTIONAL

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los Angeles

On May 16, 2025

Date

before me, Lisa Johnson, Notary Public

Here Insert Name and Title of the Officer

personally appeared Scott Humphrey, Vice President of Operations

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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

Lisa Johnson

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond - City of Rolling Hills

Document Date: April 30, 2025

Number of Pages: 2

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: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jessica ALVARADO, Leigh MCDONOUGH, Mark RICHARDSON, Kevin CATHCART, Terah LANE, Heather SALTARELLI, Mike PARIZINO, Rachelle RHEAULT, Kim LUU, Harrison YOSHIOKA of Irvine, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of January, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of APR 30 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bidders Qualifications and References

Name of Bidder Doty Bros. Equipment Co.

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for 90 years.
2. Experience in work of a nature similar to that covered in the Proposal extends over a period of 30+ years.
3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him/her, except as follows (Name any and all exceptions and reasons therefore):

No.

4. Contractor's License Number, State of California 273024 Class "A"
5. Contractor's License Expiration Date December 31, 2025
6. Department of Industrial Relations (DIR) Registration Number # 1000000977
7. The following contracts have been satisfactorily completed in the last three years for the persons, firm, or authority indicated; and to whom reference is made. (Name five contracts and include the total contract amount as well as the original bid amount for each contract.)

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A	2023	LADWP Overhead Conversion	\$ 1,532,912.20	\$ 1,464,675.00	1525 Industrial St. Los Angeles, CA Camden Development
C	2022	12kv Rule 20	\$ 2,766,647.93	\$ 2,482,984.44	La Verne, Ca SCE
D	2023	Onsite/Offsite Dry Utilites	\$ 808,519.54	\$ 612,583.00	Anaheim, CA National Core
E	2022	Replae Medium High Voltage Manhole 19	\$ 241,394.00	\$ 234,496.00	4901 E Carson St. Long Beach, CA A.J. Kirkwood

E	2023	Install Transformer Pad Switch Pad, Trenching, Sidewalk Restoration	\$ 761,950.79	\$ 752,083.75	456 West 9th. St LA, CA National Core
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8. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A	Jeff LaRosa	PM	27261 Las Rambles # 300 Mission Viejo, CA 92691	714-299-4556 jlarose@camdenliving.com
B	Arnel Ganzon	Procurement Agent	8631 Rush St. Rosemead, CA 91770	arnel.ganzon@ sce.com
C	Scott Bricker	Construction Manager	9421 Haven Ave. Rancho Cucamonga, CA 91730	909-204-3443 sbricker@nationalcore.com
D	John Perez	PM	2752 Walnut Ave. Tustin, CA 92780	714-505-1977 john.perez@ajk-a.com
E	Stephanie Morris	PM	9421 Haven Ave. Rancho Cucamonga, CA 91730	909-204-3443 sbricker@nationalcore.com

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

Bank Comerica Bank Branch 611 Anton Blvd. Suite 100.
Costa Mesa, CA 92626

Bank _____ Branch _____

Bank _____ Branch _____

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

Surety Company Fidelity and Deposit of Maryland Phone (213) 270-0600

Surety Company _____ Phone _____

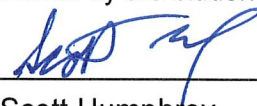
11. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
See Attached List of Company Owned Equipment.			

(Attach additional sheets as necessary)

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

Signature of Bidder



Scott Humphrey,
Name/Title: Vice President of Operations

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER Doty Bros. Equipment Co.

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

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

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

Name of Subcontractor	City	Portion	Estimated \$ Amount
Name: HW Power License No. # 103211 License Class A, C10, B DIR Registration No. # 10000057060	Norwalk, CA	Electrical Conversions	\$ 110,200.00
Name: Mora's Equipment & Construction, Inc. License No. # 910902 License Class A DIR Registration No. # 1000033604	Pico Rivera, CA	Saw Cutting	\$ 63,020.00
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			

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

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

The Contractor shall not:

- A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:
 - 1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
 - 2. When the listed subcontractor becomes bankrupt or insolvent, or
 - 3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
 - 4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
 - 5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
 - 6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
 - 7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half

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

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

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

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

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

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

Contractor's Affidavit of Non-collusion

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

Scott Humphrey being first duly sworn, deposes and says:

1. That he/she is the Vice President of Operations (Title of office if a corporation: "sole owner," "Partner," or other proper title) of Doty Bros. Equipment Co., hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02**
2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.
4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Rolling Hills, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Rolling Hills or of any other bidder, or anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;
7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Rolling Hills, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

Dated this 16th. day of May 2025

Doty Bros. Equipment Co. Contractor

 Signature

Scott Humphrey,
Vice President of Operations Name/Title

SUBSCRIBED AND SWORN TO BEFORE ME

ON See Attached Jurat

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

Place Notary Seal Above

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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



Subscribed and sworn to (or affirmed) before me on

this 16th day of May, 20 25, by
Date Month Year

(1) Scott Humphrey, V.P. of Operations

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit - City of Rolling Hills

Document Date: May 16, 2025 Number of Pages: 2

Signer(s) Other Than Named Above: _____

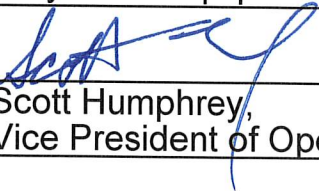
Pre-Bid Site Inspection Certification

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

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

BIDDER:

Company Name: Doty Bros. Equipment Co.

Signature: 

Name/Title: Scott Humphrey,
Vice President of Operations

Date: May 16, 2025

BIDDER'S INSPECTORS:

Name: Murray Mead

Title: Estimator

Date of Inspection: April 16, 2025

Name: _____

Title: _____

Date of Inspection: _____

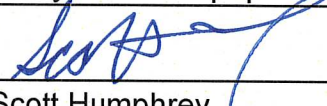
Workers' Compensation Certificate

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

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

BIDDER:

Company Name: Doty Bros. Equipment Co.

Signature: 

Name/Title: Scott Humphrey,
Vice President of Operations

Date: May 16, 2025

DOTY BROS.

Construction Company

May 16, 2025

Doty Insurance Clarification

Notwithstanding the Instruction to Bidders, 21. Execution of Contract, this proposal is contingent upon Doty Bros. insurance certificates and endorsements being submitted, approved and accepted by the City on Standard ISO forms that have been previously approved by the California Department of Insurance. The City's failure to approve the provided insurance and endorsements are not cause for forfeiture of the bid bond.

DOTY BROS.

Construction Company

May 15, 2025

Work Schedule

Eastfield R-20B, Rolling Hills

With a start work date of 7-7-25, we would schedule a pre-construction meeting 7-1-25 to go over scheduling and any concerns with all entities and verify USA has identified the existing utilities. Would also place the 3x6 construction information signs approved by the City and RHCA two weeks in advance.

7-7-25 thru 7-11-25

4-man crew would begin to set up the yard staging area, install SWPPP's and placing BMP's. Begin receiving materials. Working hours are 7:00am -4pm. Two men would begin to layout for the vaults and saw cutting with a single lane closure.

Crew would begin to pothole the running line at multiple locations to verify a clean window. Once the running line has been potholed, start saw cutting the trench and turnouts after each vault installation.

7-14-25 thru 7-25-25

2-4-man crews using 2 flaggers will begin digging and setting the 6-7x18x8 SCE vaults. First vault set will be V4201 at 21 Eastfield. The days of the vault sets will need the full working hours available of 7am-6pm. Typical working hours will be 8am -4:30pm for the single lane closures.

7-28-25 thru 9-5-25

Once the vaults are installed. The 2-4-man crew with 2-flaggers will start trenching from Outrider Rd. going west to install conduit and turnout conduits as shown on each utilities design until they reach the end of project at approx. 61+70. Once the mainline conduit is installed to approx. 25 Eastfield Road, we would bring in 2 additional 4 man crews to complete the crossings on the north side of Eastfield Rd, set hand holes, pull boxes and stub out conduits at property line. Installing the vents and raising the casting to grade, continuing to the end of the project.

8-11-25 bring in a 4 man paving crew with 2 flaggers to complete the tee cut of the asphalt and pave flush. Paving crew will be scheduled as needed to keep the paving up behind the trenching crews.

8-4-25 thru 9-5-25

We would add a 3 man crew to focus on the 5 house services starting at 27 Eastfield Road.

9-2-25 thru 9-12-25

Mobilize our electrical sub to complete their portion of the house conversions.

9-8-25 to 9-18-25

2-4 man crews with two flaggers will then continue from 61+70 and flip the traffic lane closure to tie in the crossing and pole risers on the east side of Eastfield Rd. working back towards Outrider Rd.

DOTY BROS.

Construction Company

9-19-25 thru 9-26

Crews will start mandrelling cleaning the structures and having inspections for the work to be signed off, and complete the as-built drawings.

9-29-25 thru 10-3-25

Final clean up, complete any punch list items. Focus will be on cleaning the yard staging area, also walking the project and house services for any needed repairs and pull off the project.

DOTY BROS.

Construction Company

MASTER EQUIPMENT LIST AND RATES SOUTHERN CALIFORNIA COST PLUS RATES EFFECTIVE JULY 1, 2024 TO JUNE 30, 2025

<u>BACK HOES</u>	<u>ID #</u>	<u>ROAD EQUIPMENT</u>	<u>ID #</u>
AUGER	#1189	CABLE DOLLY - ONE REEL (Trailer Mounted)	
Accessory - COMPACTION WHEEL EXCAVATOR	#1181	CABLE DOLLY - THREE REEL (Trailer Mounted)	
Accessory - COMPACT WHEEL F/CASE-JD	#1179	FLASHING ARROWBOARD - (4 HR. MIN.)	
Accessory - HYDRAULIC BREAKER / CASE & JD	#1183	GRADER - CAT 140	#R7791
Accessory - VIBRATORY PLATE	#1535	GRINDER / COLD PLANER (BITELLI) - (4 HR. MIN.)	#1187
Accessory - BACK HOE FORKS (4 HR MIN.)	#4749901	ROLLER - (RIDE ON)	
CC-135A ROCK WHEEL	#1313	ROLLER (WALK BEHIND) - 1 TON VIBRATOR	
CASE 580 /JD 310		ROLLER TRAILER	
CASE 590		STREET SWEEPER (4 HR. MIN.)	#3319
CAT 300 - TRACK MOUNTED	#4055	TILT TRAILER	#6366
CAT 345 - TRACK MOUNTED	#4072	TRENCHER TRAILER	#6481
HITACHI ZX20 EXCAVATOR - WHEELED	#4188	UTILITY TRAILER	#6452
JD 350 / CAT 329 EXCAVATOR		ZIPPER PAVEMENT GRINDER (PER DAY RATE)	#1800
CAT 416	#4147	ASPHALT PAVER - LEE BOY 1000D	#1196
JD 710		CEMENT SAW - WALK BEHIND	#1938
TRENCHER - VERMEER T758 - RIDE ON	#4218	WATER WAGON (PER DAY RATE)	
<u>COMPACTION EQUIPMENT</u>		<u>TRUCKS</u>	
ARROW (HYDRO HAMMER) / STOMPER		2-3 TON LUBE TRUCK	#3450
SHEEPS FOOT - Tow Behind (Vibrating)	#1169	5 Yard (Flat bed or Bobtail) Dump / 2-3 Ton Utility Truck	
WACKER TAMPER	#1860	CEMENT TRUCK w/ mixer and compressor	#3338
PADFOOT COMPACTOR 66"	#1501	DUMP TRUCK 10 WHEELER	
<u>COMPRESSORS W/90 LB. BREAKER, CLAY SPADE & TAMPER</u>		EQUIPMENT TRAILER - 20,000 LB	
COMPRESSOR 125 - 185 CFM		EQUIPMENT TRAILER - 40,000 LB	
COMPRESSOR - AIR, PORTABLE (PER DAY RATE)	#1808	FLAT BED with LIFT	#3693
<u>CRANES</u>		FLAT BED with MIXER / DUMP	#3392
BOOM TRUCK - 14 -17 TON		LOWBED TRAILER w/ tractor & move permit fees	#3456
BOOM TRUCK 23 - 25 TON	#3308	LOWSIDE END DUMP TRAILER W/ TRACTOR	#3418
<u>DOZERS / SIDEBOOMS</u>		PICKUP TRUCKS - MISC. TOOLS NOT INCLUDED	
DOZER JD 450	#5078	PICK-UP - RENTAL NUMBER	R7700
SIDEBOOM CAT D-6		UTILITY PICKUP	
SIDEBOOM CAT D-7	#5063	SERVICE TRUCK-10 (Incl. Gen & Tools)	
SIDEBOOM CAT 561	#5045	SERVICE TRUCK - MISC TOOLS NOT INCLUDED	
SIDEBOOM CAT 572	#5067	SERVICE VAN - MISC TOOLS NOT INCLUDED	
SIDEBOOM JD 450		STAKEBED	
<u>FORKLIFTS</u>		TEST PUMP TRUCK	#3401
FORKLIFT - HYSTER 20,000 LB	#1203	TEST TRAILER (Hyprostatic) (#6549 & 6674)	
FORKLIFT - LION 6,000 LB	#1204	UTILITY VEHICLE (NON-HWY)	
TELESCOPIC REACH LIFT - 6K		VACUUM TRUCK - SOFT DIG	#3908
TELESCOPIC REACH LIFT - 8K		WATER TRUCK - (1,500 - 2,000 GALS.)	
TELESCOPIC REACH LIFT - 10K		WATER TRUCK - (3,500 GALS.)	#3464
TELESCOPIC REACH LIFT - 12K		WINCH TRUCK	#3395
<u>LOADERS</u>		<u>MISCELLANEOUS</u>	
MINI SKID STEER - DITCH WITCH	#1275	BOARING MACHINE HYDRAULIC	#1521
LOADER - BOBCAT W/ BUCKET	#1184B	BORE MACHINE TRAILER	#6447
LOADER - BOBCAT W/ SWEEPER	#1184S	TAP MACHINE (Water lines 3" to 12") (Per inch / per day)	#828
LOADER - BOBCAT W/ GRINDER	#1184G	TAP MACHINE (Water lines up to 2") (Per inch / Per day)	#820
RUBBER TIRE LOADER - 544 JD	#5086	<u>WELDERS</u>	
RUBBER TIRE LOADER - 644 JD	#5511	200 AMF - TRUCK MOUNTED	
RUBBER TIRE LOADER - 930 CAT	#5089	200 AMF, SKID MOUNTED or TRAILER	
RUBBER TIRE LOADER - 950 CAT	#5087	WELDER - RIG RENTAL NUMBER	R7704
RUBBER TIRE LOADER - 950E/F CAT	#5099	WELDER - PORTABLE (PER DAY RATE)	
RUBBER TIRE LOADER - 966 CAT	#5070	CUTTING TORCH (ACETYLENE)	#926
SKIPLOADER - CASE 580 / MF 40E / F 445		FABRICATION SHOP & EQUIPMENT	#101

NOTE: In the event that our equipment is unavailable, Doty will use outside equipment from a third party. Third party rental will be contracted and marked up 10%. Fuel consumption will be tracked and marked up 10%.

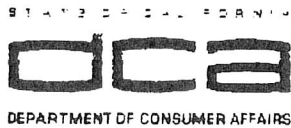
DOTY BROS.

Construction Company

MASTER EQUIPMENT LIST AND RATES SOUTHERN CALIFORNIA COST PLUS RATES EFFECTIVE JULY 1, 2024 TO JUNE 30, 2025

MISCELLANEOUS	ID #	MISCELLANEOUS	ID #
ADDITIONAL (1) TORQUE HEAD FOR HYDRAULIC TORQUE WRENCH	#3091	PIPE CUTTER - RIDGID SOIL	#885
AIR HOSE 3/4" X 50'	#870	PIPE CUTTER / SECURE CLAMP 16"-36"	#839
AIR SAW	#857	PIPE CUTTER / SECURE CLAMP 8"-14"	#851
AIR TAMPER	#859	PIPE LOCATOR	#843
ASPHALT SPREADER BAR	#1193	PIPE LOCATOR - METROTECH	#1935
BARRICADES	#880	PIPE PUSHER / GRUNDORAM - HERCULE	#1939
BEVELING BAND 14"-20"	#833	PIPE / PLYWOOD TONGS	#1936
BEVELING BAND 24"-42"	#834	PIPE ROLLERS / CONE STANDS	#899
BEVELING BAND 4"-12"	#832	PIPE STANDS V HEAD	#900
BEVELING MACHINE 14"-20"	#830	PIPE SKIDS (4" X 6" X 4' LUMBER)	#898
BEVELING MACHINE 24"-42"	#831	PIPE WRAPPING MACHINE-HAND HELD-ACCUWRAP II 2"-6" WIDTH	#1930
BEVELING MACHINE 3"-12"	#829	PLASMA CUTTER - PORTABLE	#888
BORING MACHINE - CASE HYDRA	#1092	PLYWOOD 1/3 REPLACEMENT COST	#897
BORE MOTOR	#854	PORTABLE BAND SAW	#860
BORING MACHINE 1-1/2" & 1 3/4" (Accu-punch)	#1178	POWER CRAB UNIT	
BORING MACHINE 4" - 8" (Accu-punch)	#1520	POWER THREADER	#853
BORING MACHINE 3-1/2" (Accu-punch)	#1177	PRESSURE WASHER TRAILER MOUNT.	#6941
BRISTLE BLASTER - ELECTRIC	#4279911	PUMP - SKID MOUNT BENTONITE	#1166
BUFFER & GRINDER	#836	PUMP - SUBMERSIBLE	#861
BUILDER LEVEL - AC-2X NIKON	#845	RIGID ROLL GROOVER	(#873 & #856)
CEMENT MIXER		RIVET BUSTER / RIPPING GUN	#869
CHAIN LINK FENCE PANELS	#846	ROCK DRILL (Plus Steel)	#865
CHAIN SAW 16" (INCLUDES BLADES)	#850	ROCK SEPARATOR - GRIZZLY	#1811
CHIPPING GUN (Plus Steel)	#868	ROTARY HAMMER (Plus Steel)	#852
CLAY SPADE (Plus Steel)	#866	SANDBLASTER - UNIT (with accessories)	#1175
CLEANING BALL	#890	SAWZALL	#874
COM-A-LONG / CHAIN	#886	SCISSOR LIFT - TEREX	#1285
CONCRETE FINISHER	#1823	SHADE/COATING CANOPY	
CONCRETE VIBRATOR	#891	SHORING LUMBER 3" X 12" X 14' (1/3 REPLACEMENT COST)	#895
CONSTRUCTION SIGNS	#882	SHORING LUMBER 8" X 8" X 8' (1/3 REPLACEMENT COST)	#896
CROSSING PLATES UP TO 8'X12'X1"	#878	SKILL SAW (INCLUDES BLADES)	#835
CROSSING PLATES UP TO 8'X12'X1.5"	#878B	TAP MACHINE - T.D. WILLIAMSON (UP TO 3")	#827
CUT OFF / CHOP SAW (INCLUDES BLADES)	#810	TAR POT	#862
DEAD WEIGHT TESTER		TEST PLUG	#892
DELINEATORS	#879	TEST PUMP 200 LB.-400 LB. SPRAGUE	#1815
DRILL MOTOR 1/2"	#811	TEST PUMP High Pressure	#1940
DRILL MOTOR 3/4"	#812	TEST PUMP Portable 200lb	(#816 & #817)
DRY ROD OVEN - PORTABLE - 1000 WATT	#809	TESTING TABLE	#1834
DRY ROD OVEN - PORTABLE - 150 WATT	#813	TORQUE WRENCH - HAND - 3/4" DRIVE 0-600 ft lbs	#3092
DUCT ROD	#855	TRAFFIC CONES	#881
EMULSION POT SPRAYER		TRAILER - JOBSITE STORAGE (MOBILE)	#6194
FLOODLIGHT TRIALER (LIGHT TOWER / MERCURY VAPOR LIGHTS)		TRANSIT - THEOLITE	#845C
FLOW LINER	#841	TRENCH BOX - 6' X 10'	#1910
FUSION MACHINE 1-4" Macelroy	#3096	TRENCH BOX - 4' X 10'	#1909
FUSION MACHINE 4-12" Macelroy	#3095	TRENCH JACK (SCREW)	#877
GENERATOR (3.5 - 5 KW)	#1807	TRENCH JACK (HYDRAULIC)	#876
GENERATOR (75 KW)	#6280	TRENCH SHORING HYDRAULIC PUMP	
HEAT TRACER	#814	TRENCHER - VERMEER - WALK BEHIND	#1160
HEATER	#815	TRI-VISE	#884
HOLIDAY DETECTOR	#838	VIBRATOR PLATE	
HYDRAULIC FLANGE SPREADER		WALKIE TALKIES (SET OF 2)	#893
HYDRAULIC STAR CUTTER	#889	WATER HOSE 1 1/2" X 50'	#871
		WATER HOSE 2 1/2" X 50'	#872
HYDROSTATIC TESTING ANONOMETER		WATER PUMP 2" Portable	#1831
HYDRAULIC TORQUE WRENCH	#3090	WATER PUMP 3" Portable	#1832
HYDROSTATIC TESTING UNIT HTU-500	#6067	WEEDEATER	#116
HYDROSTATIC PRESSURE RECORDER		WELDING SHIELDS (6' X 10' FRAME)	#901
HYDROSTATIC POWER WASH PUMP		WELDING HELMET PAPR	
HYDROSTATIC TEMPERATURE RECORDER		WELDING TENTS	
HYDROSTATIC TESTING CERTIFICATION FEE		WET / DRY VACUUM	#4589901
HYDROTEST EQUIPMENT & TOOLS	#887	WHALEERS HYDRAULIC / END SHORES	#1894
IMPACT GUN 1"	#819	WINCH 10 TON (GRUNDO)	#6042
IMPACT GUN 1/2"	#821		
IMPACT GUN 3/4"	#822		
IMPACT WRENCH 1"	#864		
LADDER	#875		
LASER LEVEL	#845B		
LEAF BLOWER	#824		
LIGHT STAND	#849		
MANHOLE BLOWER WITH HOSE 8"	#840		
MANHOLE BLOWER WITH HOSE 12"			
MESSAGE BOARD CMS			
PAVEMENT BREAKER / JACKHAMMER	#867		
PIPE BENDER 5" GREENLEE	#1885		
PIPE BENDER 2" GREENLEE	#1886		
PIPE BENDER MACHINE 6-20" (Plus shoes/freight per day)	#1082		
PIPE BENDER SHOES / 1082 BENDER WEEKLY	#1190		
PIPE / COATING INSPECTION TOOLS			

NOTE: In the event that our equipment is unavailable, Doty will use outside equipment from a third party.
Third party rental will be contracted and marked up 10%. Fuel consumption will be tracked and marked up 10%.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **273024**

Entity **CORP**

Business Name **DOTY BROS EQUIPMENT CO DBA
DOTY BROS CONSTRUCTION CO**

Classification(s) **A C10 C12 C16 C42**

Expiration Date **12/31/2025**

www.csib.ca.gov



**Certified Action
of the Board of Directors of**

**Doty Bros. Equipment Co.
a California Corporation**

I, Mario A. Tapanes, certify as follows:

1. I am the duly elected Secretary of Doty Bros. Equipment Co., a California corporation ("Company") and as such I am authorized to provide this certification.
2. The following is a true and correct copy of an action adopted by the Board of Directors of the Company on December 31, 2023:

RESOLVED:

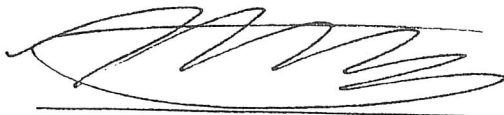
Effective January 1, 2024:

The following persons are authorized to execute any and all documents necessary for bidding or contracting work on behalf of the Company:

<u>Name</u>	<u>Title</u>
Luis A. Armona	Chief Executive Officer
Phil Dennis	President / Chief Operating Officer
Henry Barber	Senior Vice President
Scott Humphrey	Vice President of Operations
Frederic Furry	Chief Financial Officer / Treasurer
Mario A. Tapanes	Secretary
Sandy Dennis	Assistant Secretary

All prior resolutions of the Company designating authorized signatories for bidding or contracting work on its behalf are rescinded and revoked effective as of January 1, 2024 and superseded by the foregoing resolution.

Dated: December 31, 2023



Mario A. Tapanes
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Specialty Industry, LLC 1250 Route 28, Suite 201 Branchburg, NJ 08876 www.baldwin.com	CONTACT NAME: Gabriel Stellar PHONE (A/C, No, Ext): 908-566-1010 FAX (A/C, No): 908-566-1020 E-MAIL: certs@constructionriskpartners.com ADDRESS: INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Starr Indemnity & Liability Company</td><td>NAIC # 38318</td></tr><tr><td>INSURER B: Lloyds of London - Convex Insurance UK Limited</td><td>AA1120191</td></tr><tr><td>INSURER C: AGCS Marine Insurance Company</td><td>22837</td></tr><tr><td>INSURER D: Allied World National Assurance Company</td><td>10690</td></tr><tr><td>INSURER E: Lloyds of London - MAP 2791</td><td>AA1128791</td></tr><tr><td>INSURER F: Lloyds of London - Inigo</td><td>AA1127301</td></tr></table>	INSURER A: Starr Indemnity & Liability Company	NAIC # 38318	INSURER B: Lloyds of London - Convex Insurance UK Limited	AA1120191	INSURER C: AGCS Marine Insurance Company	22837	INSURER D: Allied World National Assurance Company	10690	INSURER E: Lloyds of London - MAP 2791	AA1128791	INSURER F: Lloyds of London - Inigo	AA1127301
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INSURER F: Lloyds of London - Inigo	AA1127301												

COVERAGES

CERTIFICATE NUMBER: 84354463

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			1000025467251	3/15/2025	3/15/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			1000198716251	3/15/2025	3/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B E F	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			B1881S250976 XS General Liability XS Employers Liability	3/15/2025	3/15/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000001270	3/15/2025	3/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Scheduled/Unscheduled Equipment			MXI93069905	3/1/2025	3/1/2026	\$6,753,531 / Deductible: \$5,000 All Risk
C	Leased/Rented Equipmen			MXI93069905	3/1/2025	3/1/2026	Limit: \$1,000,000.
D	Contractors Pollution Liability			3011-0183	3/1/2025	3/15/2026	Per Occurrence/Agg: \$10M/\$10M
D	Contractors Professional Liability			3011-0183	3/1/2025	3/15/2026	Each Act/Aggregate: \$10M/\$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage Only.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance
Doty Bros Equipment Co. dba: Doty Bros
Construction Co.
11232 E. Firestone Blvd.
Norwalk CA 90650

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter Forenza

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Construction Risk Partners		NAMED INSURED Doty Bros Equipment Co. dba: Doty Bros. Construction Co. 11232 E. Firestone Blvd. Norwalk CA 90650
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Evidence of Insurance

ADDRESS:

OTHER POLICY SCHEDULE:

INSURER: Steadfast Insurance Company NAIC No. 26387
 TYPE OF INSURANCE: XS Auto Liability (2xP)
 POLICY No. SXS 9507488-03
 EFFECTIVE DATE: 3/15/2025
 EXPIRATION DATE: 3/15/2026
 LIMIT: Occurrence/Aggregate \$3,000,000

INSURER: Upland Specialty Insurance Company NAIC No. 16988
 TYPE OF INSURANCE: XS Auto Liability (1x2xP)
 POLICY No. USXTL0898725
 EFFECTIVE DATE: 3/15/2025
 EXPIRATION DATE: 3/15/2026
 LIMIT: Occurrence/Aggregate \$1,000,000

INSURER: Texas Insurance Company NAIC No. 16543
 TYPE OF INSURANCE: XS Auto Liability (2x3xP)
 POLICY No. JT124XAUT-02288-03
 EFFECTIVE DATE: 3/15/2025
 EXPIRATION DATE: 3/15/2026
 LIMIT: Occurrence/Aggregate \$2,000,000

THIS CERTIFIES THAT

Doty Bros. Equipment Company

dba Doty Bros. Construction Co.



* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

* NAICS Code(s): 237110; 237120; 237130

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/20/2024

Issued Date

SC04009

Certificate Number

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the printed name.

Ying McGuire

NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Virginia Gomez", is positioned above the printed name.

Virginia Gomez, President

05/01/2025

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify](#), [Develop](#), [Connect](#), [Advocate](#).

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

SUPPLIER CLEARINGHOUSE

CERTIFICATE OF ELIGIBILITY



CERTIFICATION EXPIRATION DATE: April 3, 2026

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Doty Bros. Equipment Company DBA Doty Bros. Construction Co.
Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 2IS00020

DETERMINATION DATE: April 3, 2023

FY2024-2025

City of Rolling Hills
2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02



SUPPLEMENTAL RESPONSES TO QUESTIONS

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

1. **Job Walk Questions – see attachment from Ampirical**
2. **Will the city of Rolling Hills pay for all permits fees needed to start and complete project? If not, can you list permits needed to obtain for this project?**

The City will not be responsible for permits and /or fees. The City can request that LA County Building and Safety waive any necessary permit fees for the residences requiring new main electrical panels as outlined in the bid. Contractor should build in anticipated permit costs to bid and be able to remove said costs if waived. The RHCA will require an excavation permit with an approximate cost of \$250.
3. **Is it possible to extend the bid closing date from May 6, 2025, to May 16th.**

The City extended the bid closing to Tuesday, May 13 at 2pm and notified all job walk attendees prior to the release of responses to questions
4. **Will any of the utility companies be providing conduit and structures? If so, who? can you provide contact information?**

The utility companies will, upon completion, pull their own wires through the installed joint trench/stub outs/conduit. All materials for the joint trench/conduit, pull boxes, handholds etc. are within the purview of this bid. The City can provide direct contacts to each utility upon selection and hosts a monthly meeting for coordination.
5. **Will there be an alternative installation method for 42 Eastfield Dr, due to excavation under the 7' the retaining wall and 3'-4' deep footing**

see Option 1 (pg. 5) on attached answers from Ampirical.
6. **Will a construction staging yard be provided to the awarded contractor?**

As Rolling Hills is a private community, there is no city property or staging yard within the community. The RHCA could allow some long-term staging on Crest Road East between Eastfield Drive and the Crest Road East gate along their roadside easement (approximately 1 mile from project site). Daily/immediate staging can utilize roadside easements along Eastfield Drive within the project footprint during a work day. Otherwise, contractor may want to negotiate with property owners at or near project footprint to see if any would be amenable to allow. The Palos Verdes Peninsula Unified School District has a school site, Miraleste Intermediate School (approximately .8 mile from project site) and Rancho Del Mar just outside the Crest Road West gate entrance (approximately 3.4 miles from project site). Contractor may want to connect with them on potential availability.
7. **Is there an engineer's estimate for the project?**

There is no engineer's estimate prepared for this project.
8. **Tentative project start date?**

Bids received will be presented to City Council at the May 28th meeting to obtain approval to proceed. Due to the approaching grant deadline, intent is for selected contractor to start work as early as possible in June.

9. Documents states trenches greater than 200' in length will require a slurry seal for the width of the lane? If so this will include the length of the project? include striping as well?

At this time, The RHCA only requires that the disturbed area (trench/vault/berm) be repaved / replaced.

10. Contractor or SCE to provide wire from the hand hole to the new meter locations?

All wiring in mainlines and to residences will be performed by SCE and the telecommunication companies.

Job Walk Notes

2QQ RULE 20B INSTALL UG STATLER 16KV SUB, Project No. 2025-02

PREPARED FOR:

Christian Horvath | City of Rolling Hills



Date:

April 30, 2025

SUMMARY

A job walk was conducted on 4/16/25 for the City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB, Project No. 2025-02. The job walk was attended by Robert Guzman and Kristi Drake from Ampirical. The following are job walk notes and follow-up questions gathered by the Ampirical team.

Job Walk Notes**1. Panel Relocations**

- a. **Bidder's Question:** For the four panel relocations greater than 6' that will require the existing panel to be used as a sub panel, are the bidders responsible for wiring the sub panel to the new panel?
- b. **Yes – Contractor would be required to connect the existing electrical panel to a newly installed electrical panel including all wiring. SCE will connect to the NEW electrical panel under the requirement that the new panel is live.**

2. 27 Eastfield Dr

- a. **Bidders' Question:** Bidders request clarity to drawings about relocation of new panel. Where will the new panel be located on the new wall?
- b. **See the picture below. The green box represents the new panel location.**



3. 29 Eastfield Dr:

- a. **Bidders Question:** What vegetation is to be replaced at 29 Eastfield Dr.?
- b. **Removal and replacement (like for like) of plants/shrubbery/Flatwork impacted by the panel relocation needs to be discussed and agreed to with the owner prior to construction.**



4. 38 Eastfield Dr

- a. **Bidders Question:** Where along the driveway at 38 Eastfield Dr. will the trenching be constructed?
- b. **Contractor can trench anywhere along the driveway, but should choose an alignment that minimizes impacts to the homeowner and allows for continuous ingress and egress for the customer. Contractor to patch the trench alignment to match existing driveway material. City Staff will also reach out to the property owner to confirm acceptability.**



5. 42 Eastfield Dr

- a. **Bidders Question:** : Having to dig below the retaining wall at 42 Eastfield Dr, the concrete driveway and rebuilding the retaining wall will drive up costs. Are there any alternatives for that can be provided so bidders can provide similar bids for the proposed scope in their bids?
- b. **During the job walk – RHCA staff spoke with the property owner who was amenable to Option 1 below. City staff will confirm acceptability.**
 - i. **Option 1 (recommended): Proposed design of running conduit and service over the top of retaining wall with pull can/box. Proceed with trenching through the concrete driveway to feed the new panel. Aluminum or Vinyl conduit and pull can should be painted to match the color of the retaining wall. See photo below.**
 - ii. **Option 2: Proceed with original design demo/replace portion of retaining wall and driveway as proposed in the original drawings.**



6. Traffic Control Plans

- a. **Bidders Question:** Traffic Control Plans are not included in bid documents. Is this part of the scope?
- b. **Yes, this should be included as part of the scope to be bid on. Traffic control and traffic control plans should be the responsibility of the contractor and approved by the RHCA. RHCA does not necessarily need site specific traffic control plans, but CAMUTCD standards should be applied. Flagmen are required if any portion of the lane is blocked.**

7. Environmental

- a. **Bidders Question:** Are there any environmental impacts bidders need to be cognizant of? For example, what actions need to be taken if a California Gnatcatcher is near/on the jobsite? Does a Native American Monitor need to be onsite?
- b. **If the project environmental monitor determines a California Gnatcatcher is present, all workers must undergo training to work in their presence. Additionally, for all soil disturbance, a Native American Monitor must be present when digging. The City has separately contracted with an environmental firm and with the Native American tribe.**

8. Environmental

- a. **Bidders Question:** What are the construction hours?
- b. **The construction site is accessible for all work between the hours of 7 AM to 6 PM, Monday thru Saturday. The site is not accessible and is closed on major holidays, (July 4th).**

9. Street Curbs

- a. **Bidders Question:** Will the contractor have to replace all hand rolled curbs like for like?
- b. **Yes, the contractor will need to match, like for like, any existing hand rolled curbs that the contractor damages or constructs through.**

42 Eastfield Dr. – Scope Revision To Be Included in Base Bid

2QQ RULE 20B INSTALL UG STATLER 16KV SUB, Project No. 2025-02

PREPARED FOR:

Christian Horvath | City of Rolling Hills



Date:

May 9, 2025

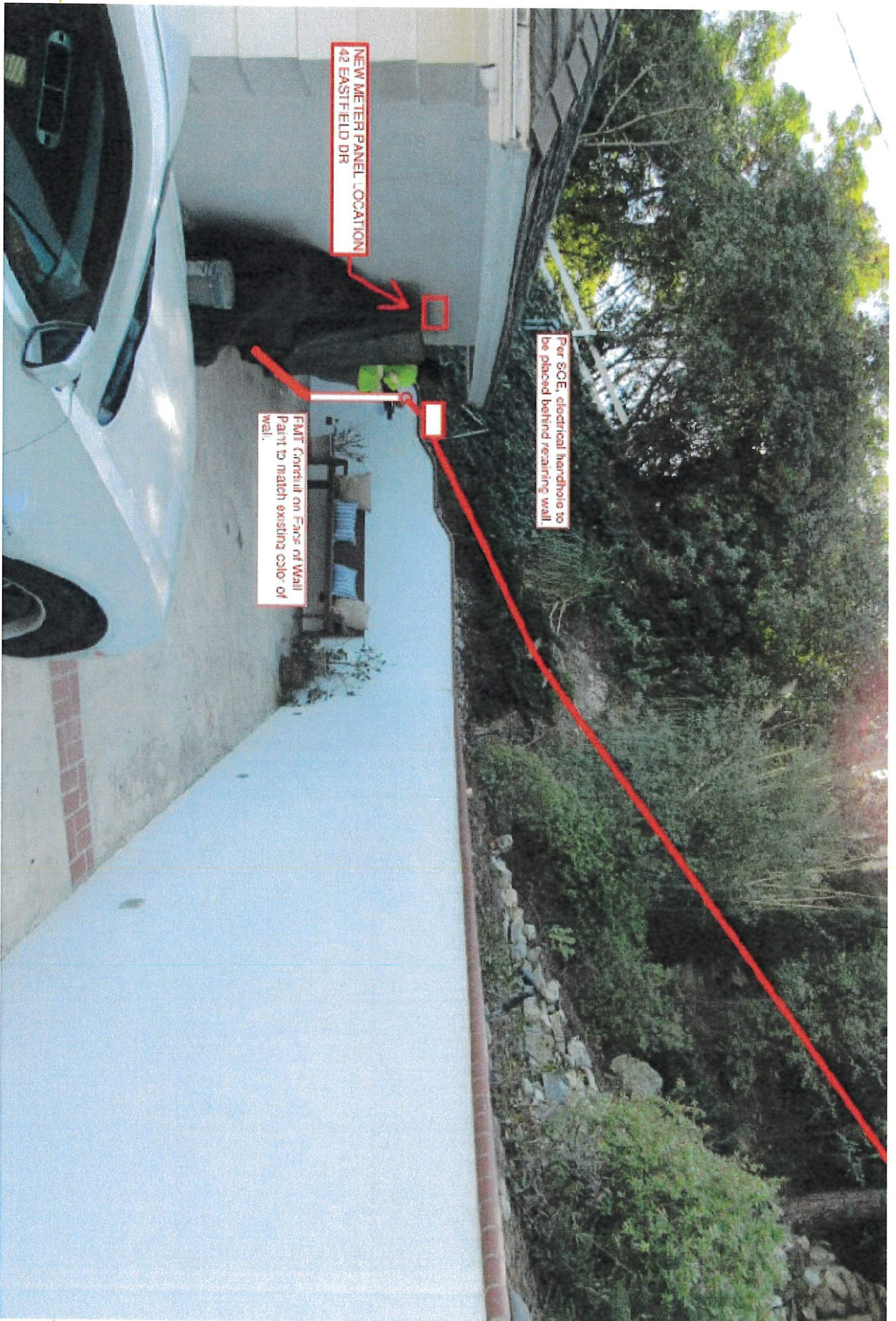
SUMMARY

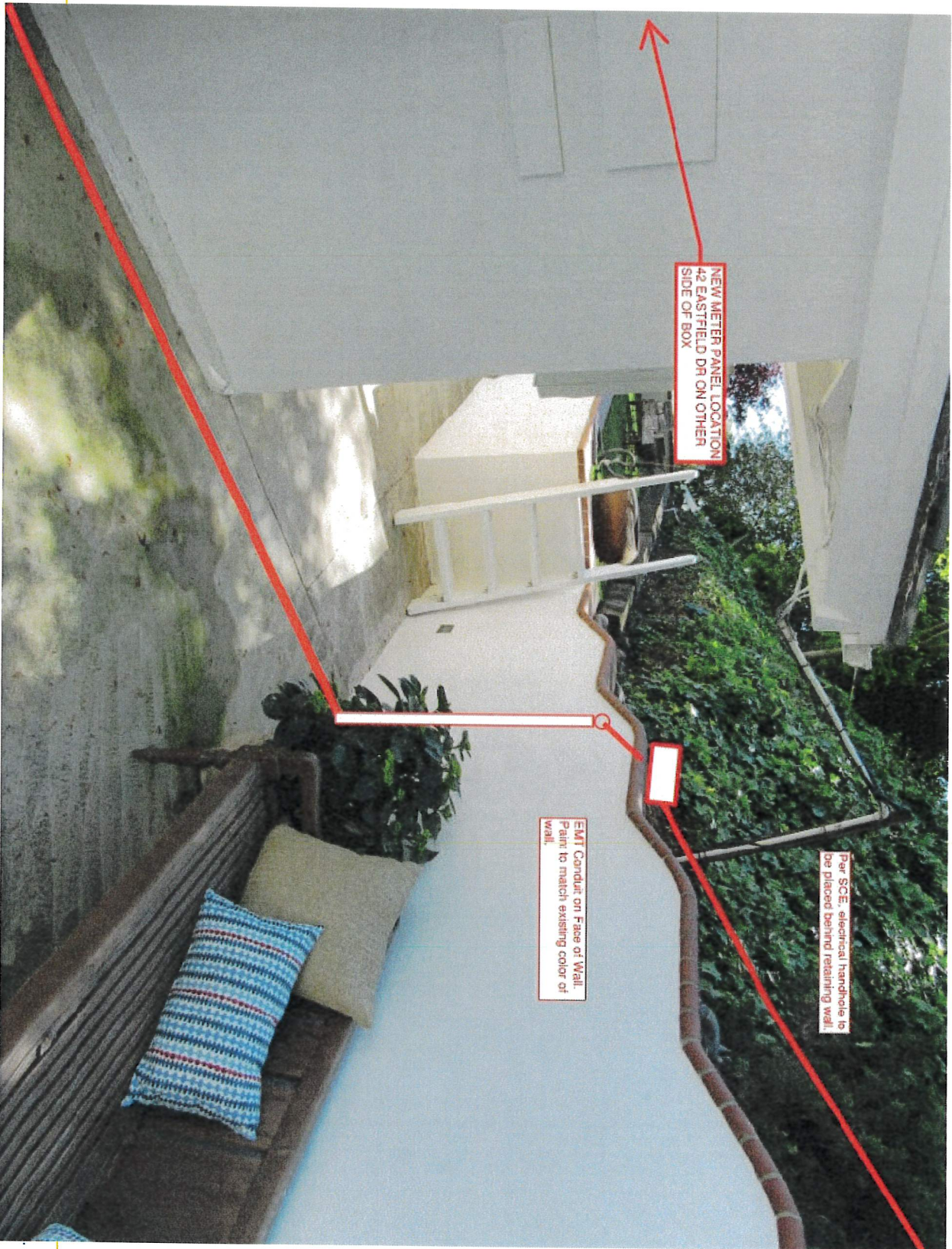
A construction revision was completed for the secondary service scope of work needed at 42 Eastfield Drive. Bidders to proceed with providing the cost associated with this new scope and include it in their overall bid based on the described scope of work.

42 Eastfield Dr.

1. 42 Eastfield Dr

- a. **Bidders Question:** : Having to dig below the retaining wall at 42 Eastfield Dr, the concrete driveway and rebuilding the retaining wall will drive up costs. Are there any alternatives for that can be provided so bidders can provide similar bids for the proposed scope in their bids?
- b. **Response by Ampirical based on Homeowner's additional comments on 5/9/25:**
 - i. ***Option 1 Revision-Property Owner: Contractor to trench down the dirt hillside to the customers retaining wall. Contractor to place at the top and behind the retaining wall a subsurface handhole to serve as the interconnection electrical splice. Contractor to then core drill through the retaining wall at about 30" below grade from the top of the retaining wall. From there, Contractor can transition down the face of the retaining wall with EMT conduits and continue the trenching in the customer's driveway to the new meter panel location. Contractor to paint the EMT and PVC conduits to match the color of the retaining wall. Contractor to trench electrical and telecommunication services as shown on the project drawings. See the photo below.***
 - Contractor to offset the handhole behind the retaining wall and avoid disturbing the retaining wall.
 - Contractor to seal around the core drill to avoid future seepage from water and soil.
 - Contractor to avoid cutting the rebar in the retaining wall if possible.
 - Contractor to avoid low voltage lighting, irrigation system, and pump to waterfall/pond
 - Contractor to cut into driveway/patio at or near existing concrete sawcut delineation by edge of garage
 - ii. ***Option 2: Proceed with original design demo/replace portion of retaining wall and driveway as proposed in the original drawings.***





RESOLUTION NO. 1397

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA AWARDING A CONTRACT FOR THE 2QQ RULE 20B INSTALL UG STATLER 16KV SUB. PROJECT NO. 2025-02 TO DOTY BROS. EQUIPMENT COMPANY AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO CEQA GUIDELINES SECTION 15302(D)

WHEREAS, the City of Rolling Hills ("City") is a municipal corporation duly organized under the constitution and laws of the State of California; and

WHEREAS, after a competitive bidding process complying with applicable law, the City received the bids on file with the City and incorporated herein by reference (each, a "Bid", and collectively, the "Bids") for the 2QQ RULE 20B INSTALL UG STATLER 16KV SUB. Project No. 2025-02 ("Project"); and

WHEREAS, on the basis thereof, City staff determined Doty Bros. Equipment Company ("Contractor") is the lowest responsible responsive bidder, although an award pursuant to such bid would require approval of a budget modification by CalOES and/or FEMA ("Staff Finding 1"); and

WHEREAS, the Project consists of the undergrounding of electrical and communication existing line located on/adjacent to Eastfield Drive with a construction location at 45 Eastfield Drive; and

WHEREAS, City staff has determined that the Project is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15302(d) which exempt "conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition prior to the undergrounding;" and

WHEREAS, "[a] public entity's award of a contract, and all of the acts leading up to the award, are legislative in character. [T]he letting of contracts by a governmental entity necessarily requires an exercise of discretion guided by consideration of the public welfare[]". (*Mike Moore's 24-Hour Towing v. City of San Diego* (1996) 45 Cal.App.4th 1294, 1303); and

WHEREAS, City staff has determined that if the City were to reject all bids and rebid after approval of a budget modification by CalOES and/or FEMA, there is a substantial risk that the pricing of the bids comes in higher, creating additional public expense and the risk of a further cycle of requests for approval of a budget modification by CalOES and/or FEMA ("Staff Finding 2").

**THE CITY COUNCIL OF THE CITY OF ROLLING HILLS DOES HEREBY
RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. CEQA Findings. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the proposed Project is categorically exempt from CEQA pursuant to CEQA Guidelines section 15302(d) which exempt “conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition prior to the undergrounding.” Also, none of the exceptions in CEQA Guidelines Section 15300.2 apply. The Council further directs Staff to file a Notice of Exemption pursuant to these Findings.

Section 3. Council Findings. The City Council adopts the Staff Finding 1 and Staff Finding 2 as its own (“Council Findings”).

Section 4. Award. The City Council hereby awards the contract to Doty Bros. Equipment Company consistent with its Bid, provided that such contract shall be subject to the condition precedent of approval of a satisfactory budget modification by CalOES and/or FEMA.

Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 6. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 7. Effective Date. This Resolution shall become effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 11th day of August, 2025

JEFF PIEPER
MAYOR

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

Resolution No. 1397

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

The foregoing Resolution No. 1397 entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROLLING HILLS, CALIFORNIA AWARDED A
CONTRACT FOR THE 2QQ RULE 20B INSTALL UG
STATLER 16KV SUB. PROJECT NO. 2025-02 TO DOTY
BROS. EQUIPMENT COMPANY AND FINDING THE
PROJECT EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT PURSUANT TO
CEQA GUIDELINES SECTION 15302(D)**

was approved and adopted at a regular meeting of the City Council on the 11th day of
August 2025, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHRISTIAN HORVATH
CITY CLERK

CONTRACT AGREEMENT

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

R E C I T A L S

- A. Pursuant to the Notice Inviting Sealed Bids for **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB. Project No. 2025-02** (Project"), bids were received, publicly opened, and declared on the date specified in the notice; and
- B. On August 11, 2025, City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and
- C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB. Project No. 2025-02** in the City of Rolling Hills.

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

- 1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, for the project in the City of Rolling Hills. The work shall be performed in accordance with the Plans and Specifications dated April 7, 2025, (the "Specifications") on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal and in accordance with the instructions of the City.
- 2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project shall consist of all the documents and exhibits in the Request for Bid and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement shall govern. Collectively, these contract documents constitute the complete agreement

between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal of two million, nine hundred and ninety-two thousand, two hundred and sixty-four dollars and fifty-four cents (\$2,992,264.54) as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder inclusive of Performance and Payment Bond Costs. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 60 working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.
5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum of be \$500.00/day for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.
6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.
7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS. Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 ("Prevailing Wage Laws"), CONTRACTOR must pay its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers,

employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.

11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States

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

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

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
14. CONTRACTOR'S LIABILITY: The City of Rolling Hills and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or

other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

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

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

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

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

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

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

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

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 1 year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

- a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
- i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
 - iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 - v. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vi. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vii. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.
- d. Builder's Risk (Course of Construction) Insurance.
 - i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.
 - ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.
- e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:
 - i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

- iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- iv. A copy of the claims reporting requirements must be submitted to the CITY for review.
- v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
- f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.
- g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
- j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

18. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
20. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession.
- Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within five (5) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
23. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will

be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

24. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.
26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

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

Attention: Christian Horvath, Project Manager

CONTRACTOR:

Doty Bros. Equipment Company
11232 E. Firestone Blvd.
Norwalk, CA 90650

Attention: Scott Humphrey

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

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

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

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

List of documents relating to claim:

Specifications
Drawings
Clarifications (Requests for Information)
Schedules
Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

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

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

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

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

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

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

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 days of receipt of CITY's response or within 15 days of CITY's failure to

respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 days for settlement of the dispute.

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

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

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

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

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

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

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

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

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

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

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

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

28. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
29. TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.
30. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
31. NO THIRD-PARTY BENEFICIARY: This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
32. TIME IS OF ESSENCE: Time is of the essence for each and every provision of the Contract Documents.
33. FORCE MAJEURE: If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled

to a time extension, as provided in the contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

34. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE: Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
35. ACCEPTANCE OF FACSIMILE SIGNATURES: The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
36. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.
37. FUNDING CONTINGENCY. Contractor's rights and City's obligations under this Agreement are contingent upon, and subject to the condition precedent of, (1) the approval of the City's budget modification request providing funding for this Agreement by the Federal Emergency Management Agency and/or the California Office of Emergency Services, as applicable, on or before June 30, 2026, and (2) the City giving notice of such occurrence to Contractor on or before June 30, 2026. In the event of an anticipated or actual failure of any such contingency or condition,

then the City may terminate this Agreement upon ten (10) days' written notice to the Contractor without liability for costs or damages or triggering a default under this Agreement.

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

State of California
CONTRACTOR'S License No. CA 273024

CONTRACTOR
Doty Bros. Equipment Company
11232 E. Firestone Blvd., Norwalk, CA 906506

By: _____
TITLE Date

CITY OF ROLLING HILLS, CALIFORNIA

By: _____
JEFF PIEPER, MAYOR Date

ATTEST:

By: _____
CHRISTIAN HORVATH, CITY CLERK Date

CONTRACTOR'S Business Phone 562-864-6566

Emergency Phone at which CONTRACTOR can be reached at any time:

APPROVED AS TO FORM:

By: _____
NICOLAS PAPAJOHN, CITY ATTORNEY Date

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

In general, the work located on/adjacent to Eastfield Drive with proposed construction location at 45 Eastfield Drive, comprises without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary for the construction of the undergrounding of electrical and communication existing lines in compliance with Southern California Edison plans and specifications as prepared for the City of Rolling Hills per "2QQ RULE 20B INSTALL UG STATLER 16KV SUB. Project No. 2025-02, AND COX COMMUNICATION, CROWN CASTLE, AND FRONTIER COMMUNICATIONS AND IN COMPLIANCE WITH THE CalOES/FEMA GRANT HMGP DR-4382-177-7R", exception therefrom any cabling installation, electrical connections except as noted for residences that require panel relocations or installation of subpanels, and removal of power poles.

Contract/Agreement/License/Permit No. or description: 2QQ RULE 20B INSTALL UG STATLER 16KV SUB. Project No. 2025-02

Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rolling Hills and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees'

sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

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

"Indemnitor"

Name _____

By: _____

Name _____

By: _____

ADDENDUM TO CONSTRUCTION AGREEMENT BETWEEN THE CITY OF ROLLING HILLS AND DOTY BROS EQUIPMENT COMPANY

FEDERAL CONTRACT PROVISIONS

Because FEMA financial assistance will be used to fund all or a portion of the Construction Agreement, during the performance of this Contract Agreement, Doty Bros. Equipment Company (the "Contractor") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Addendum. In this Addendum, the term "Agency" shall mean the City of Rolling Hills.

1. The Contractor shall comply with 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference

2. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

(i) Termination for Convenience. The Agency may, by written notice to Contractor, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Contractor of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Contractor for work fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work including anticipated profit. Contractor shall provide documentation deemed adequate by the Agency to show the work actually completed by Contractor prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

(ii) Termination for Cause. If Contractor fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Contractor specifying the default ("Notice of Default"). If Contractor does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause, or may, in its sole discretion, make a demand on Contractor's performance bond surety. If Contractor fails to cure a default as set forth above, the Agency may, by written notice to Contractor, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Contractor shall be compensated for that portion of the work which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have

the right to take whatever steps it deems necessary to complete the project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.

(iii) Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered and shall be entitled to withhold compensation for defective work or other damages caused by Contractor's performance of the work.

(iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Contractor shall promptly discontinue the work unless the Notice directs to the contrary. Contractor shall deliver to the Agency and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. Contractor acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed work, and shall not be entitled to damages or compensation for termination of work. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Contractor shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act:

(i) If this contract is in excess of \$2,000 and if required by Federal program legislation, Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

(ii) The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

(iii) If applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(iv) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(v) Additionally, contractors are required to pay wages not less than once a week.

(d) Appendix II to Part 200 (D) – Copeland "Antti-Kickback" Act:

(i) Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3) as may be applicable, which are incorporated by reference into this contract. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(ii) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(iii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iv) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in

paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) Withholding for unpaid wages and liquidated damages. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by Agency. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Contractor also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further agrees to notify the Agency in writing immediately if Contractor or its subcontractors are not in compliance during the term of this contract.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Contractor shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Contractors that apply or bid for an award exceeding

\$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(I) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. This is not a requirement for a set-aside or a quota for certain classes of business but rather is a requirement to take the affirmative steps outline below to ensure maximum participation by such target firms.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by Agency.

4. ACCESS TO RECORDS & RECORD RETENTION

(a) Access to Records. The following access to records requirements apply to this contract:

(i) The Contractor agrees to provide the State, Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(iii) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(iv) In compliance with the Disaster Recovery Act of 2018, the Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. MISCELLANEOUS PROVISIONS

(a) The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(b) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(c) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Contractor, any subcontractors or any other party pertaining to any matter resulting from the contract.

(d) Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

IN WITNESS WHEREOF, the parties have executed this Addendum to comply with federal funding requirements and with all formalities required by law on the respective dates set forth opposite their signatures.

State of California
CONTRACTOR'S License No. CA 273024

CONTRACTOR
Doty Bros. Equipment Company
11232 E. Firestone Blvd., Norwalk, CA 906506

BY: _____
Title Date

CITY OF ROLLING HILLS, CALIFORNIA

BY: _____
Karina Banales, City Manager Date

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

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

Account Number: 5007827
Ad Order Number: 0011728624
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Notice to Contractors Inviting Bids – City of Rolling Hills, CA NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until 2:00 P.M. on May 6, 2025 . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City . EASTFIELD DRIVE FIRE PREVENTION POWER LINE UNDERGROUNDING Project, Job No. 2025-02 FUNDED BY FEMA HAZARD MITIGATION PROGRAM #DR4382-PJ0177 Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders obtain plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net or downloading from the City website at: https://www.rolling-hills.org/business/construction_bids/index.php. To be included on the Plan Holder's List for this project, a prospective bidder must provide the firm's name, address, telephone number, fax number, a contact person, and a valid email address to the City Clerk at cityclerk@cityofrh.net. It is not required to be on the Plan Holder's list, however any addenda will be sent via email only to those who are on the Plan Holder's List. Receipt of any Addendum must be acknowledged by the bidder on the form and included in its submitted Proposal. The Eastfield Drive Fire Prevention Power Line Undergrounding project is subject to the federal procurement standards under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Bid Package can be found on the City website at https://www.rolling-hills.org/business/construction_bids/index.php on or after April 7, 2025. A mandatory

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

0011728624

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

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

**STATE OF CALIFORNIA
County of Los Angeles**

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

04/07/2025, 04/14/2025

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

Dated at Hermosa Beach, California

On this 14th day of April, 2025.



Signature

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

Notice to Contractors Inviting Bids – City of Rolling Hills, CA

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Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders obtain plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net or downloading from the City website at: https://www.rolling-hills.org/business/construction_bids/Index.php. To be included on the Plan Holder's List for this project, a prospective bidder must provide the firm's name, address, telephone number, fax number, a contact person, and a valid email address to the City Clerk at cityclerk@cityofrh.net. It is not required to be on the Plan Holder's List, however any addenda will be sent via email only to those who are on the Plan Holder's List. Receipt of any Addendum must be acknowledged by the bidder on the form and included in its submitted Proposal.

The Eastfield Drive Fire Prevention Power Line Undergrounding project is subject to the federal procurement standards under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Bid Package can be found on the City website at https://www.rolling-hills.org/business/construction_bids/Index.php on or after April 7, 2025.

A mandatory pre-bid job walk will be held at the job site starting at 21 Eastfield Drive to 45 Eastfield Drive including an extension into Chuckwagon Road, Rolling Hills, at 2:00 p.m., on Wednesday, April 16, 2025. To allow the City to coordinate this job walk, please register for the job walk with Christian Horvath via phone or email by 10:00 a.m. on Monday, April 14, 2025. Please include your name, phone number, firm name and the number of people attending with you.

Contact project manager, Christian Horvath, at 310-377-1521 or chorvath@cityofrh.net for questions regarding this project.

CITY OF ROLLING HILLS, CALIFORNIA

Daily Breeze

Published: 4/7, 4/14/25

FY2024-2025

City of Rolling Hills
2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02



REQUEST FOR BID

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

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City of Rolling Hills

Notice to Contractors Inviting Bids

April 2025

NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until **2:00 P.M. on Tuesday, May 6, 2025**. Thereafter said bids will be publicly opened and read in the City Clerk's office of said City.

City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB. Project No. 2025-02

The project work shall include the following tasks:

In general, the work located on/adjacent to Eastfield Drive with proposed construction location at 45 Eastfield Drive, comprises without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary for the construction of the undergrounding of electrical and communication existing lines in compliance with Southern California Edison plans and specifications as prepared for the City of Rolling Hills per **“2QQ-RULE 20B INSTALL UG STATELER 16KV WALTERIA SUB., Project No. 2025-02”, AND COX COMMUNICATION, CROWN CASTLE, AND FRONTIER COMMUNICATIONS AND IN COMPLIANCE WITH THE CalOES/FEMA GRANT HMGP DR-4382-177-7R**; exception therefrom any cabling installation, electrical connections except as noted for residences that require panel relocations or installation of subpanels, and removal of power poles.

The work includes the surveying of trench alignment locations; the saw-cutting and demolition of existing AC pavement and base on/adjacent to Eastfield Drive for trench locations per SCE plan and telecommunication company plans (Cox Communication, Crown Castle, Frontier Communications), including export of removed AC pavement; joint trench and structures excavation to specified depths; installation of SCE and Telecommunication Company approved conduit; Installation of SCE and Telecommunication Company approved vault and boxes (connections by SCE/Telecommunication Companies); Backfill of trenches, including one-sack slurry mix where specified; replacement of AC pavement and base section; repair of any damaged adjacent improvements existing at the time; and other works per plans and specifications. Work also includes utilizing Best Management Practices (BMP's) as outlined in **Section C** of the **CalOES/FEMA GRANT HMGP DR-4382-177-7R** for compliance with General Avoidance and Minimization Measures (AMM's) as identified in Section C.2 of the **CalOES/FEMA GRANT HMGP DR-4382-177-7R**.

The **City of Rolling Hills** will:

1. Perform a California Coastal Gnatcatcher (CAGN) Preconstruction Survey within 48 hours of the start of construction and will notify contractor of findings from survey.
2. Perform and conduct an initial Environmental Awareness Training and Cultural Sensitivity Training for Construction Personnel (GEN AMM-15) and will prepare a video/powerpoint presentation for use with additional/new construction personnel.

3. Be responsible for all monitoring required (Native American / CAGN, TBD)

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

The project contract shall be completed and facility shall be made ready for service within 56 working days after the Notice to Proceed is issued. Contractor to provide a preliminary schedule with their proposal reflecting the construction duration. Schedule to reflect crew allocation and work durations.

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

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

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

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

If the Project includes the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, the bid shall contain, as part of the lump sum bid package, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety laws, rules, regulations and orders.

If the Bidder is awarded the contract, the contract shall be terminated and the bid bond forfeited if the Bidder fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net. All companies requesting project documents will be added to the Project Plan Holder List.

To be included on the Plan Holder's List for this project, a prospective bidder must provide the firm's name, address, telephone number, fax number, a contact person, and a valid email address to the City Clerk at cityclerk@cityofrh.net. It is not required to be on the Plan Holder's list; however any addenda will be sent via email only to those who are on the Plan Holder's List. Addenda will also be posted on the City website at https://www.rolling-hills.org/business/construction_bids/index.php. Receipt of any Addendum must be acknowledged by the bidder on the form and included in its submitted Proposal.

Proposals (bids) to perform the work shall be made on the forms provided by the Project Manager / Consulting Engineer and shall be submitted complete, including bid bond and list of subcontractors, in accordance with the Instructions to Bidders and other requirements of the bid document. In order to qualify to bid this project, bidders must obtain and properly execute a hardcopy of the contract documents. Each bidder wishing to submit a bid proposal shall print a hard copy of the City's bid proposal documents for submittal from the sent or downloaded electronic set. The City's bid proposal documents include the following forms: Proposal, Bidder's Proposal, Bid Bond, Bidder's Qualifications & References, Designation of Subcontractors, Contractor's Affidavit of Non- collusion, Pre-bid Site Inspection Certification, Workers' Compensation Certificate, and Receipt Acknowledgment of all addenda if any.

A mandatory pre-bid job walk will be held at the job site, starting at 21 Eastfield Drive to 45 Eastfield Drive including an extension into Chuckwagon Road, Rolling Hills, at 2:00 p.m., on Wednesday, April 16, 2025. To allow the City to coordinate this job walk, please register for the job walk with Christian Horvath via phone or email by 10:00 a.m. on Monday, April 14, 2025. Please include your name, phone number, firm name and the number of people attending with you.

Contact project manager, Christian Horvath, at 310-377-1521 or chorvath@cityofrh.net for questions regarding this project.

CITY OF ROLLING HILLS, CALIFORNIA

Christian Horvath, City Clerk of the City of Rolling Hills

Instructions to Bidders:

1. Registration of Contractors and Subcontractors

Before submitting bids, contractors shall be licensed in accordance with the provisions of all applicable Business and Professions Code of the State of California, including, but not limited to Chapter 9, Division III and submit the number and classification of said licenses.

All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the Department of Industrial Relations (DIR).

2. Questions Prior to Opening Bid

Questions regarding documents, discrepancies, omissions, or intent of specifications or drawings, shall be communicated to the Project Manager / Consulting Engineer, in writing by 5:00 p.m. on Thursday, April 24, 2025, to provide time for issuing and forwarding an addendum should the City consider an addendum necessary. Answers to questions and any addendums will be issued by 5:00 p.m. on Wednesday, April 30, 2025. The City will not be responsible for oral interpretation of the specifications and drawings. Submit all questions to **Christian Horvath**, at chorvath@cityofrh.net.

3. Obtaining Drawings and Documents

Interested companies may request plans, specifications, and bid documents (project documents) by emailing the City Clerk at: cityclerk@cityofrh.net. All companies requesting project documents will be added to the Project Plan Holder List. In order to qualify to bid this project, bidders must obtain and properly execute a hardcopy of the contract documents.

To be included on the Plan Holder's List for this project, a prospective bidder must provide the firm's name, address, telephone number, fax number, a contact person, and a valid email address to the City Clerk at cityclerk@cityofrh.net. It is not required to be on the Plan Holder's List. However, any pertinent information or any addenda will be sent via email only to those who are on the Plan Holder's List. This information will also be posted on the City website at: https://www.rolling-hills.org/business/construction_bids/index.php. Receipt of any Addendum must be acknowledged by the bidder on the form provided with the Addendum and must be included with the submitted Proposal.

4. Proposal Forms - Submittal

The proposal shall be made on the forms provided herein with the blank spaces properly filled in. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a bid to be considered responsive. Special attention should be given to completing:

1. Bidder's Qualifications and References;
2. Designation of Subcontractors; and
3. Bidder's Bond

Include all proposal forms. Enclose the proposal in a sealed envelope; type or print on the envelope "Proposal for" followed by the title and specification number and the date and time of bid opening as they appear on the cover of this Specification book, and the bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.

Mailed proposals shall be addressed as follows:

City Clerk
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Proposals that are hand delivered or delivered by courier or package delivery service shall be presented to:

City Clerk
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Proposals received after bid opening time as stated in this Specification book or at any place other than the office of the City Clerk will not be considered. Prior to the stated bid opening time, a bidder may withdraw his/her proposal without prejudice to themselves by submitting a written request for its withdrawal to the City Clerk. The City's Project Manager will confirm receipt of the request to withdraw proposal via email.

5. Proposal Form

The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the proposal shall be typewritten or legibly printed on the proposal. The bidder shall sign the proposal

with their usual signature. An individual submitting a proposal or a partner signing for a partnership shall sign in the presence of a Notary Public and the notarial acknowledgment shall be attached to the proposal. A partner shall sign for a partnership and the names and addresses of all partners shall be given. An officer shall sign for a corporation, the corporate name shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney is attached.

6. Proposal Form - Prices

The bidder shall include in their bid price(s) any and all expense or costs that may be necessary to complete the project in accordance with the requirements of the contract. The bidder shall state for each item on the proposal form, in clearly legible figures, the unit price and item total or lump sum, as the case may be, for which they propose to supply labor, materials, and equipment and to perform the work required by this Specification. Alteration of a price by erasure or interlineations must be explained or noted in the proposal over the signature of the bidder. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price bid. In the event of a discrepancy between the unit price bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In the event of a discrepancy between the unit price extension and the total amount bid or summaries of totals, the unit price extension total shall prevail.

7. Bidder's Bond

Each bidder shall submit with his/her proposal a bidder's bond for not less than 10% of the total amount of the bid, using the form entitled "Bidder's Bond" contained in this Specification, and properly executed and acknowledged by the bidder and by a corporate surety authorized to transact such business in the State of California. Such bond shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bond is executed outside the State of California, all copies of the bond must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney. The surety or sureties on the bond must be satisfactory to the City. The City will reject a surety bond obtained from any company not holding Certificate of Authority from the U.S. Secretary of the Treasury under the Act of Congress approved July 30, 1947, (6 U.S.C., Secs. 6-13) as acceptable sureties on federal bonds. Any alteration of said form of bidder's bond, or imperfection in the

execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the proposal under which the bidder's bond is submitted.

8. Declaration of Non-collusion

Each bidder shall execute and submit with the proposal the Declaration of Non-collusion. The bidder signing the Declaration of Non-collusion shall meet all requirements for signing the proposal form.

9. Bidder's Qualifications and References

The bidder must complete and submit with the proposal all information required, on both sides of the form, entitled "Bidder's Qualifications and References" and sign the form. If no information is to be filled in a blank space, then write "none".

10. Designation of Subcontractors

The bidder must complete and submit with the proposal the form entitled "Designation of Subcontractors" for all subcontracts in excess of one-half of one percent of the total bid. Subcontractors' names, license numbers and class, DIR registration numbers, and city of business shall be complete and legible. Clearly state that portion of the work to be done by each subcontractor listed, by trade and by estimated dollar amount. If this form is completed by hand in the proposal package, the Contractor shall also submit a typed listing of subcontractors, listing subcontractors' name, complete address, phone number, license, trade and estimated dollar amount within 24 hours of the bid opening.

11. Examination of Drawings, Specifications, and Site of Work

The bidder shall examine carefully the site of the work contemplated and the proposal, drawings, and specifications therefore. The submission of a bid will be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the proposal, drawings, specifications, and other contract documents. The bidder is required to ascertain the locations of the existing utility services, and other underground facilities, and to provide for carrying out his/her operations so as to cause the minimum possible inconvenience to the occupants of property along any streets affected. All work and costs involved in the safeguarding of the property of others shall be at the expense of the bidder to whom the contract may be awarded.

The bidder hereby certifies that they have examined the local conditions, has read each and every clause of the Specifications, and that they have included all costs necessary to complete the specified work in his/her bid prices, and the bidder agrees that if they are

awarded the contract, they will make no claim against the City based upon ignorance of local conditions or misunderstanding of any of the provisions of the contract. Should the conditions turn out otherwise than anticipated by him/her, the bidder agrees to assume all risks incident thereto.

12. Interpretation of Specifications

Should a bidder find discrepancies in, or omissions from, the specifications or plans, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the Project Manager / Consulting Engineer, requesting an interpretation or clarification. The person submitting such request will be responsible for its prompt delivery. Should the Project Manager / Consulting Engineer find that the point in question is not clearly and fully set forth; the Project Manager / Consulting Engineer may issue a written addendum which will be sent to all bidders of record. The Project Manager / Consulting Engineer will not be responsible for any other explanation or interpretation of the plans or specifications, or for any oral instructions. If the bidder does not so notify the Project Manager / Consulting Engineer, the bidder shall be conclusively deemed to have read, understood and agreed with all of the information and materials contained in the bid documents.

13. Experience

Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing such material and equipment and constructing such work as they propose to furnish or construct and that they are fully prepared with necessary capital, equipment, and material to begin work promptly and to conduct it as required by this Specification.

14. Prices and Payments

Approximate quantities listed in the Notice to Contractors and quantities listed for unit price items on the bidding form, are rough estimates given for comparing bids, and no claim shall be made against the City for excess or deficiency therein, actual or relative. Payment at the prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, equipment, and all other expenditures incident to a satisfactory compliance with the contract, unless otherwise specifically provided.

15. Substitutions

To obtain approval during bid period to use unspecified products, bidders shall submit written requests at least ten (10) working days before the bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the

product for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, an addendum will be issued covering it.

16. Modifying Bid

Any bidder may modify his/her bid by written communication, provided such communication is received by the City Clerk's Office prior to the bid opening time. The written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened.

17. Bid Opening

All proposals will be opened and declared publicly at the time and place stated in the Notice to Contractors. Bidders, their representatives, and other interested parties are invited to be present. After the bid opening, proposals may be inspected at the Rolling Hills City Hall, until 3:00 p.m. on the working day following the bid opening.

18. Mistakes in the Bid

A bidder shall be relieved of a bid due to mistakes only if the bidder can establish to the satisfaction of the City that all of the following circumstances exist:

- A. A mistake was made.
- B. The bidder gave the public entity written notice of the mistake within five working days, excluding Saturdays, Sundays, and City or state holidays, after the opening of the bids , specifying in the notice in detail how the mistake occurred.
- C. The mistake made the bid materially different than the bidder intended it to be.
- D. The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans and specifications.

19. Award

The City reserves the right to reject any or all proposals and to waive technical defects, as the interest of the City may require. Award of contract or rejection of bid proposals will be made by the City within 90 calendar days following the bid opening.

20. Basis of Award

Contract will be awarded to the lowest responsible bidder meeting all requirements set forth in these specifications. The City will award the contract based on the lowest base

bid, or the lowest base bid plus the first alternate, or the lowest base bid plus an orderly combination of the alternates, in the order said alternates were advertised.

21. Execution of Contract

Within ten (10) working days after being notified by City that he/she has been awarded the contract, Contractor shall deliver to the Project Manager / Consulting Engineer the following documents:

- A. Two (2) copies of the Agreement in the form included herein, properly executed by Contractor and, if the Contractor is a corporation, evidence of its corporate existence and that the persons signing the Agreement are authorized to do so.
- B. Properly executed copies of the following:
 - (a) Faithful Performance Bond
 - (b) Labor and Material Bond, and
 - (c) Maintenance Bond in accordance with the requirements set forth in Article 11 of the General Conditions and attached thereto.
- C. Properly executed copies on the following City forms:
 - (a) The General Liability Endorsement and Waiver of Subrogation,
 - (b) The Automotive Liability Endorsement and Waiver of Subrogation, and
 - (c) Workers' Compensation Waiver of Subrogation.
- D. Certificate of Insurance with 30-day notice in accordance with the requirements set forth in Article 11 of the General Conditions and attached thereto.

In any event that the tenth working day falls on Saturday, Sunday or a legal holiday for the State of California, the aforesaid documents shall be delivered by the following working day. After receipt of said documents within said time period or any extension thereof granted by the Project Manager / Consulting Engineer, the City shall execute the Agreement and return one of said two copies to Contractor for their files.

22. General Prevailing Wage Rates

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

post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site.

23. Failure to Execute Contract

If the bidder to whom the award is made fails to enter into the contract as herein provided and furnish the said bonds and insurance, this shall be just cause for the annulment of the award and the forfeiture of the Bidder's Bond, and an award may, in the discretion of the Project Manager / Consulting Engineer, be made to the bidder whose proposal is the next most acceptable to the City in the opinion of the City Council, and such bidder shall fulfill every term, covenant and condition herein as if he/she were the party to whom the first award was made.

24. Bid Protest Procedures

Any bid protest must be in writing and received by the City Clerk before 5:00 p.m. no later than five working days following bid opening (the "Bid Protest Deadline") and must comply with the City's Standard Bid Protest Procedures, which are posted on the City's website at

https://www.rolling-hills.org/business/construction_bids/index.php

PROPOSAL

Date: _____, 20____

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

TO THE CITY OF ROLLING HILLS, ROLLING HILLS, CALIFORNIA

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

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

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

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

Firm _____

By _____

(Signature)

Name/Title _____

Address _____

Zip _____

Phone _____

E-mail: cityclerk@cityofrh.net

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

Corporation organized under the laws of the State of: _____

BIDDERS PROPOSAL

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

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

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

PROJECT BID SCHEDULE - SEE AND COMPLETE SEPARATE EXCEL FILE

BASE BID:

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

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

Name of Bidder Amount of Certified Check/Bidder's Bond

Address Name of Bonding Company

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

Bid Items:

GENERAL CONDITIONS

1. **Mobilization / Demobilization:** All preparation required to construct the scope of work. Including, but not limited to: **Traffic Control, Debris Removal, Daily Cleaning & Final Cleaning, Safety, Hoisting, Materials Handling, etc.**
2. **Construction Administration:** All administrative work required to construct the scope of work. Including, but not limited to: **Construction Permitting, QA/QC, Meetings, Project Management, Substantial Completion, and Final Completion Meetings, Submittals, RFIs, etc.**

DEMOLITION / CONSTRUCTION

1. **Demolition / Removals:** Demolish and remove all existing utilities and structures (within the limits of work shown on construction plans and exhibits provided) necessary to construct the electric / communication infrastructure and improvements as shown on all plans and specifications associated with this project. Including, but not limited to: **Clearing & Grubbing, AC Pavement, Sawcut, Trench & Excavation, Retaining Wall Partial Demo / Temporary Shoring, etc.**
2. **Construction / Improvements:** Construct and install all new utilities and structures (within the limits of work shown on construction plans and exhibits provided) necessary to construct the electric / communication infrastructure and improvements as shown on all plans and specifications associated with this project. Including, but not limited to: **Handholes, Vaults, Pull Boxes, Node Peds, Conduits, New Base & Asphalt / Concrete Finish at Utility Trenches & Retaining Wall (matching adjacent finishes), Compacted Fill at Utility Trenches (including formwork as needed), Restoration of damage to adjacent property, implementing Best Management Practices (BMP's) to comply with project environmental requirements.**
3. **Panel Conversions:** Relocate residential panels within the limits of work shown and in identified locations on City of Rolling Hills 20B plans (Ampirical--Sheet 6), Per SCE requirements and perform all work necessary as shown on all plans and specifications associated with this project. Including, but not limited to: **Trenching, Wiring, Testing, Energization, Permitting, and Landscape/Hardscape repairs needed to relocate existing panels to new locations.**

BID BOND

Bond No. : _____ **KNOW ALL PERSONS BY THESE PRESENTS** that:

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

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

WHEREAS _____

(Name and address of bidder)

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

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

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

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____), being not less than ten percent (10%) of the total bid price, including alternate, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

Dated: _____

"Principal"
Company Name:

"Surety"
Company Name

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bidders Qualifications and References

Name of Bidder _____

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

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

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

5. Contractor's License Expiration Date _____

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

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

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

E					
---	--	--	--	--	--

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

	NAME	TITLE	ADDRESS	TELEPHONE
A				
B				
C				
D				
E				

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

Bank _____ Branch _____

Bank _____ Branch _____

Bank _____ Branch _____

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

Surety Company _____ Phone _____

Surety Company _____ Phone _____

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

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION

(Attach additional sheets as necessary)

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

Signature of Bidder _____

Name/Title: _____

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER _____

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

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

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

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

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

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

The Contractor shall not:

- A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:
 - 1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
 - 2. When the listed subcontractor becomes bankrupt or insolvent, or
 - 3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
 - 4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
 - 5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
 - 6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
 - 7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half

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

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

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

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

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

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

[illegible]

being first duly sworn, deposes and says:

1. That he/she is the _____ (Title of office if a corporation: "sole owner," "Partner," or other proper title) of _____, hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02**
2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.
4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Rolling Hills, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Rolling Hills or of any other bidder, or anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;
7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Rolling Hills, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

Dated this _____ day of _____ 20____

_____ Contractor

_____ Signature

_____ Name/Title

SUBSCRIBED AND SWORN TO BEFORE ME

ON _____

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

Place Notary Seal Above

Pre-Bid Site Inspection Certification

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

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

BIDDER:

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____

BIDDER'S INSPECTORS:

Name: _____

Title: _____

Date of Inspection: _____

Name: _____

Title: _____

Date of Inspection: _____

Workers' Compensation Certificate

**City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**

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

BIDDER:

Company Name: _____

Signature: _____

Name/Title: _____

Date: _____

Reference Standards

The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the City. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO:	American Associated of State Highway and Transportation Officials, Standard Specifications.
ACI:	American Concrete Institute, Standards
AISC:	American Institute of Steel Construction, Specification for the Design, Fabrications, and Erection of Structural Steel for Buildings, and the AISC Code of Standard Practice.
AMCA:	Air Moving and Conditioning association, Standards
ANSI:	American National Standards Institute
APA:	American Plywood Association
API:	American Petroleum Institute
APWA:	American Public Works Association, Specifications for Public Works Construction
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials
AWPA:	American Wood-Preservers' Association, Standards
AWS:	American Welding Society
AWWA:	American Water Works Association
CISPI:	Standards Cast Iron Soil Pipe Institute, Standards
CMAA:	Crane Manufacturers' Association of America
CRSI:	Concrete Reinforcing Steel Institute, Standards
CSS:	CalTrans Standard Specifications, State of California, Department of Transportation.
DOSH:	Division of Occupational Safety and Health, State of California, Department of Industrial Relations
ICEA:	Insulated Cable Engineers Association
IEEE:	Institute of Electrical and Electronic Engineers
IESNA:	Illuminating Engineering Society of North America
MSS:	Manufacturers Standardization Society
NAAMM:	National Association of Architectural Metal Manufacturers
NACE:	National Association of Corrosion Engineers, Standards
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers' Association, Standards

RIS:	Redwood Inspection Service, Standard
SDI:	Specifications Steel Door Institute
SMACNA:	Sheet Metal and Air Conditioning Contractors National Association
SSPC:	Steel Structures Painting Council, Specifications
CBC:	California Building Code of the California Building Standards Commission
UL:	Underwriters Laboratories
WCLIB:	West Coast Lumber Inspection Bureau, Standard Grading and Dressing Rules

General Conditions

Article 1 - Preliminary Provisions

1.01 - City's Representative.

The Project Manager / Consulting Engineer (sometimes herein called "Engineer") shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the contract documents.

1.02 - Contractor's Representative.

The Contractor shall at all times be represented on the work in person or by a foreman or duly designated agent. Instructions and information given by the Engineer to the Contractor's foreman or agent on the work shall be considered as having been given to the Contractor.

1.03- Permits and Licenses.

- A. The Contractor and all subcontractors shall purchase or hold current and valid City of Rolling Hills Businesses Licenses during the entire period of the contract. The Contractor shall obtain all permits required by other agencies of the State and County as well as the City of Rolling Hills. All permits and licenses shall be obtained by and at the expense of the Contractor and/or subcontractors. The Contractor shall enforce the permit requirements. Permit fees to the City of Rolling Hills shall be waived.
- B. Where requirements of the permits differ from those of the drawings and specifications, the more stringent requirements shall apply.
- C. The Contractor shall be responsible for payment of all assessments, fees, or charges levied or imposed by any governmental or quasi-governmental authority, or public or private utility, in connection with the work during the entire period of the contract.

1.04 - Waiver.

Waiver by City of any breach of any term, covenant, or condition contained in the contract documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

1.05 - Data Furnished by the Contractor.

The Contractor shall furnish the Engineer reasonable facilities for obtaining such information as he/she may desire respecting the character of the materials and the progress and manner of the work, including all information necessary to determine its

costs, such as the number of men employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.06 - Contract Drawings.

- A. The drawings which form a part of this specification are bound in a separate volume.
- B. The City will accept no responsibility for errors resulting from misinterpretation or scaling of the drawings.

1.07 - Specifications and Drawings.

- A. The Contractor shall keep on the job site a copy of all specifications, drawings, and change orders pertaining to the work and shall at all times give the Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. City specifications shall govern over referenced standards. If neither is applicable, manufacturer's specifications and instructions shall apply. The Engineer will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance, unless otherwise provided in the proposal, contract, or special requirements.
- B. The Specifications for this project are the entire agreement between the Contractor and City, which consist of the aforesaid drawings, the Notice to Contractors, the Instructions to Bidders, the Proposal, Bidding Form, Bid Bond, the Bidder's Qualifications and References, the Designation of Subcontractors, the Affidavit of Non- collusion, the Pre-bid Site Inspection Certification, the Worker's Compensation Certificate, the Reference Standards, the General Conditions, the Exhibits and the Special Conditions. If no Special Conditions are attached hereto, the Specifications are further deemed to incorporate by reference the latest edition of the Standard Specifications for Public Works Construction as an essential part of the contract documents. Copies of the "Green Book" are available for review at the Project Manager / Consulting Engineer's office or for purchase at the following address: Building News, Inc., 10801 National Blvd., Suite 100, Los Angeles, CA 90064.
- C. In the event of a conflict between the Agreement and the General Conditions, the former shall prevail.
- D. All documents forming the complete contract are intended to integrate so that any condition or work called for in any one and not mentioned in another shall be executed as if mentioned in all documents and set forth in the drawings.

1.08 - Lines, Grades, and Measurements.

- A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his/her employees, they must be reset at the Contractor's expense.
- B. The Contractor shall inform the Engineer a reasonable length of time in advance of the times and places at which he intends to work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.
- C. No direct payment will be made for the cost to the Contractor of any of the work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

1.09 - Right of Way.

- A. The site for the installation of equipment or the right of way for the works to be constructed under this contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Engineer, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, and for any damage that may result from his use of City property.
- C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his/her operations, he shall make arrangements with the property owners for the use of such additional areas at his/her own expense.

1.10 - Assignment of Antitrust Cause of Action.

The Contractor assigns to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), in connection with the Project, such assignment to be effective upon final payment to the Contractor without further acknowledgment by the parties.

1.11 - Signs.

Contractor shall post one (1) - 3'x 6' (shown on Exhibit N), weather-proof sign at key locations. Said sign locations shall be selected by staff and shall change as the location of the work area changes.

Article 2 - Performance of Work

Contractor will at its own cost and expense furnish all necessary materials, labor, transportation, and equipment for doing and performing said work and the materials used shall comply with the requirements of the contract documents. All work shall be performed and completed as required in the contract documents under the direction and supervision, and subject to the approval of the Project Manager / Consulting Engineer, or his/her designated representative.

2.02 - No Assignment.

Contractor shall not assign the contract or his/her interest therein in whole or in part without the prior written consent of the City Council, which may be withheld in the City's sole discretion.

2.03 - Standard of Performance.

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any work performed by him/her under the contract will be performed in the best manner; that any material furnished by him/her will be the best of its class; and that both work and materials will meet fully the requirements of these plans and specifications.

2.04 - Defective Work.

The Contractor shall remove and rebuild at his/her own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If he/she refuses or neglects to replace such defective work, prior to acceptance of the work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his/her sureties shall be liable therefore. (See Section 2.14 for curing defects after acceptance of the work).

2.05 - Communications Regarding the Work.

After award of the contract, all communications regarding the work covered by this Specification shall be addressed to the Project Manager / Consulting Engineer and mailed or hand delivered to:

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

2.06 - Independent Contractor.

The Contractor in the performance of the work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

2.07 - Emergency Work.

- A. During Working Hours: In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He/she shall notify the Engineer of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Engineer within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as extra work.
- B. Outside of Working Hours: Whenever in the opinion of the City there shall arise, outside of the regular working hours on the contract work, an emergency involving utility services to the public or danger to public safety, the City's forces, agents or public utility operators will handle such emergency work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his/her payment as provided in the contract documents. The performance of emergency work by City forces will not relieve the Contractor of any of his/her responsibilities, obligations, or liabilities under the contract.

2.08- Subcontractors.

- A. Each subcontractor shall contain a reference to the contract between the City and the principal Contractor, and the terms of the contract and all parts thereof shall be made part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer, if, in his/her opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his/her work.
- B. Nothing contained in this Specification shall be construed as creating any contractual relationship between any subcontractor and the City. The sections of this Specification are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- C. The Contractor shall be considered the employer of and as fully responsible to the City for the acts and omissions of subcontractors and of persons employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.

- D. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his/her work. It shall be his/her duty to see that all of his/her subcontractors commence their work at the proper time and carry it on with due diligence so that they do not delay or injure either the work or materials; and that all damage caused by them or their workmen is made good by them or by himself/herself at his/her expense.
- E. The City will not undertake to settle differences between the Contractor and his/her subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of properly licensed specialty subcontractors, without additional expense to the City, on those parts of the work which are specified to be performed by specialty contractors.

2.09 - Use of Facilities Prior to Completion of Contract.

- A. Whenever in the opinion of the Engineer any work under the contract, or any portion thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the Engineer to the Contractor, use (which includes, but is not limited to, taking over or placing into service) any portion or portions designated by the Engineer.
- B. The use of any portion or portions by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion of the work of the Contractor.
- C. All necessary repairs, renewals, changes, or modifications in the work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.
- D. The use of any portion by the City shall not relieve the Contractor of any of his/her responsibilities or liabilities under the contract nor constitute a waiver by the City of any of the conditions thereof. Said use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

2.10 - Cooperation with other Work Forces.

- A. The City reserves the right to perform other work at or near the site at any time by the use of its own forces or other contractors.
- B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the

work under this specification. The Contractor shall cooperate and coordinate his/her work with that of other work forces to assure timely contract completion.

2.11 - Agreements with Property Owners.

Agreements with property owners for spoiling excavated material, storing materials, or other purpose related to the work shall be made in writing and a copy submitted to the Engineer for his/her information.

2.12 - Protection of Property.

All public and private property, pavement or improvement shall be safely guarded from injury or loss in connection with this contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the proper owners or authorities.

2.13- Contractor's Responsibilities for Losses or Liabilities.

- A. Risk of Loss: Except as otherwise provided in the contract documents and except as to the cost of repair or restoration of damage to the work caused by an act of God as that term is defined in Section 7105(b) of the Public Contract Code of the State of California, the Contractor shall bear all losses resulting to him/her on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the work, or because the nature of the ground in or on which the work is done is different from what is assumed, or on account of the weather, or floods, or other causes.
- B. Materials and Facilities: The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his/her failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:
 - 1. The Contractor shall be responsible for any material furnished by him/her and for the care of all work until its completion and final acceptance, and he/she shall at his/her own expense replace damaged or lost material and repair damaged parts of the work.
 - 2. The Contractor shall protect City facilities from damage resulting from his/her work. City facilities damaged by or as a result of the Contractor's work under this contract shall be repaired or replaced, as directed by the Engineer, at the Contractor's expense.

3. The Contractor shall remove from the vicinity of the completed work all buildings, rubbish, unused material, concrete forms, and other materials belonging to him/her or used under his/her direction during construction.

C. Laws and Regulations:

1. The Contractor shall keep himself/herself fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed on the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same in writing to the Engineer.
2. He/she shall at all times himself observe and comply with, and shall cause all his/her agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before completion of this contract.
3. Nothing in these drawings and/or specifications is to be construed to permit work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this contract is at variance with such applicable law requirement, he/she shall promptly notify the Engineer.
4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the contract price shall be made as provided in Article 5 of the General Conditions. If such applicable law requirement was in effect on said date of bid submission, no adjustment of contract price will be considered.
5. The Contractor, at his/her own expense, shall pay all taxes properly assessed against his/her equipment or property used or required in connection with the work.

2.14 - Guarantee of Work.

- A. The Contractor guarantees all materials and workmanship against defects for a period of one year, unless noted otherwise, from the date of final acceptance of all work performed under the contract. The date of final acceptance will be as stated on the Notice of Acceptance.

- B. The Contractor assumes responsibility for a similar one-year guarantee, unless noted otherwise, for all work and materials provided or performed by subcontractors, manufacturers, or suppliers.
- C. The Contractor hereby agrees that if, within a period of one year, unless noted otherwise, after final acceptance of the work done under the contract, any portion of the work installed, constructed, or performed by him/her fails to fulfill any of the requirements of the contract, he/she will, without delay and with the least practicable inconvenience and without further cost to the City, repair or replace defective or otherwise unsatisfactory work or materials. This agreement will not delay acceptance of the work or final payment.
- D. Should the Contractor fail to act promptly in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before the Contractor can be notified or can respond to notification, the City may at its option make the necessary repairs or replacements, or perform the necessary work, and the Contractor shall pay to the City the actual cost of such repairs plus 15 percent.
- E. The Contractor shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which shall be binding upon the Contractor and his/her sureties.

2.15 - Cleaning and Environmental Controls.

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris and rubbish from site and dispose off-site legally. Recycling is encouraged. The Contractor should investigate opportunities for recycling.
- C. Spoil sites shall not be located where spoil shall be washed back into a street gutter, storm drain, runoff conveyance or ocean.
- D. Water containing mud, silt, or other pollutants from activities, shall not be allowed to enter the ocean or placed in locations that may be subject to storm runoff.
- E. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- F. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or

placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

- G. The Contractor shall comply with all litter and pollution laws. All Contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Contractor to ensure compliance.

Article 3 - Preliminary Provisions

3.01 Commencement, Prosecution, and Completion of Work

- A. Notice to Proceed: The Contractor is not authorized to perform any work under this specification until he/she has received from the City an official notification to commence work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence work within ten (10) calendar days after Notice to Proceed. A copy of the Notice to Proceed is included in these specifications. The notification to commence work will not be issued until the contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.
- B. Prosecution of the Work: Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he/she has taken into consideration and made allowances for all ordinary delays and hindrances to the work to be performed and that he/she will complete the work within the specified time.
- C. Required Contract Completion: Facility shall be made ready for service within fifty-six (56) working days after the Notice to Proceed is issued.

3.02 - City's Discretion to Extend Time

In the event the work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the sole right, in its discretion, to increase the number of working days or not, as may seem best to serve the interest of the City.

3.03 - Delays and Extensions of Time for Contractor

- A. The Contractor shall take reasonable precautions to foresee and prevent delays to the work. In the event of any delay to the work, the Contractor shall revise his/her sequence of operations, to the extent possible under the terms of the contract, to offset the delay.
- B. If any delay to the work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly there from.
- C. If any delay having a direct effect on the work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.03-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of

time, but not to any other compensation. Excusable but not compensable causes include, but are not limited to, labor disputes, weather conditions unfavorable for prosecution of the work, and acts of God.

- D. If any delay having a direct effect on the work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time; and may entitle the Contractor to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.
- E. The Contractor shall notify the Engineer in writing of any delay having a direct effect on the work and the causes thereof within 15 days from the beginning of such delay.
- F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Engineer not more than 30 days after the ending of such delay. The Contractor shall provide data showing the effect of the delay on the specified completion of the work, that the delay was beyond the control of the Contractor, and that the Contractor has revised his/her construction schedule, to the extent possible, to offset the delay. No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified.
- G. The Engineer will investigate the facts and ascertain the extent of the delay, and his/her findings thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his/her findings and thereafter his/her findings shall be final and conclusive.
- H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.
- I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.
- J. An extension of time must be approved by the Engineer to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

3.04 - Climatic Conditions

- A. The Engineer may suspend the work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- B. If the Contractor believes that work should be suspended under this Section 3.04, he/she may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- C. No extension of time will be granted for suspension of work unless the suspension affects the timely completion of all work under the contract or the timely completion of a portion of the work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Engineer and the Contractor on each day that work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Section 7.07.
- D. If the work is suspended and an extension of time is granted under this Section 3.04 the Contractor will be entitled to a one day extension of time for each day that he/she is unable to work at least one-half of his/her current normal work day; and if the work is suspended at the regular starting time on any work day and the Contractor's workforce is dismissed as a result thereof, then he/she will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for work.

3.05 - Safety Hazard

The Engineer may suspend operations if he/she determines that an imminent safety hazard exists.

3.06 - Liquidated Damages

- A. The deductions for liquidated damages shall be \$1000/day from date of required contract completion until actual contract completion date.
- B. The above liquidated damages are necessary to ensure timely completion and to defray costs of additional construction inspection and contract administration. Timely completion is required to insure that the owner may occupy the building fully, all facilities operational and all construction activities completed in accordance with these specifications.

- C. Should the Contractor fail to complete all or any portion of the work within the specified time therefore in Section 3.01, or within such extra time as may be allowed for delays by formal extensions granted by the City, deductions as set forth above will be made from the Contractor's earning for the time that the work remains incomplete after the time set for its completion.
- D. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under this contract. Should the amount of the damages exceed the amount due the Contractor, he/she and his/her sureties shall be liable for the excess.

Article 4 - Construction Progress Schedules

4.01 - Initial Schedule

- A. Within 24 hours after the Notice to Proceed has been given, and prior to the start of any work, the Contractor shall submit to the Project Manager / Consulting Engineer for approval six (6) copies of its proposed construction schedule with sub schedules of related activity. If the Engineer notifies the Contractor that the schedule is unacceptable, the Contractor shall submit a revised schedule within 5 working days thereafter.
- B. The construction schedule shall be in the form of bar charts with major activities of the project listed in chronological order showing the dates for beginning and completion of each activity.
- C. The construction schedule shall also contain:
 - 1. An economic component showing the cost of each activity, the anticipated monthly earnings and a cash flow diagram.
 - 2. A products availability schedule, which shall show the availability dates for contractor furnished equipment affecting the progress of the work, indicate the required delivery dates for City furnished materials and equipment and indicate the required installation date for utility-furnished equipment.

4.02 Revised Schedules

- A. After start of the work, the Contractor shall submit revised construction schedules not later than the 1st and 15th day of each month thereafter until completion of the contract.
- B. The revised schedules should show any significant changes in activities since submission of the previous schedule with revised projections of progress and completion. It should also provide a narrative report of problem areas, anticipated delays and the impact on the schedule, corrective action recommended and its effect, and the effect of changes on schedules of other contractors involved with the work.

Article 5 - Suspension or Termination of Contract

5.01 - Suspension of Work-Default by Contractor

- A. If the Contractor fails to begin the delivery of the material or to commence work as provided in the contract, or fails to make delivery of material promptly as ordered, or to maintain the rate of delivery of material or progress as ordered, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure a full compliance with the contract within the time limit, or fails to timely pay subcontractors or suppliers, or if in the opinion of the Engineer the Contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him/her to provide within a specified time for a satisfactory compliance with the contract. If he neglects or refuses to comply with such notice, the City may suspend the operation of all or any part of the contract, or it may in its discretion after such notice perform any part of the work or purchase any or all of the material included in the contract or required for the completion thereof at the expense of the Contractor without suspending the contract.
- B. Upon suspension of the contract, the Engineer, acting in behalf of the City, may in his/her discretion take possession of all or any part of the machinery, tools, appliances, materials, and supplies that have been delivered by or on account of the Contractor for use in connection therewith and the same may be used either directly by the City or by other parties for it in the completion of the work suspended; in which case the Contractor shall be credited with a reasonable rental therefor, to be determined by the Engineer; or the City may employ other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such force and buy machinery, tools, appliances, materials, and supplies at the Contractor's expense as may be necessary for the proper conduct and completion of the work. The Contractor shall not make any disposition of the plant, machinery, tools, appliances, supplies, or materials used on or in connection with the work, either by sale or conveyance, inconsistent with these provisions. The Contractor shall comply with any written order of the Engineer to re-commence the work.

5.02 - Suspension of Work-Contract without Fault

The work may be suspended in whole or in part when determined by the Project Manager / Consulting Engineer that such suspension is necessary in the best interest of the City, regardless of fault by the Contractor. In such event, the Contractor shall comply immediately with any written order of the Engineer suspending the work and shall comply with any written order of the Engineer re-commencing the work.

5.03 - Decision of Engineer Final

The determination of the Project Manager / Consulting Engineer to suspend the work under the provisions of either section 5.01 or 5.02 shall be final and binding upon both parties.

5.04 - Remainder of Contract in Effect

Suspension of the contract, or any part thereof, shall operate only to terminate the right of the Contractor to proceed with the work covered by the contract or the suspended portion thereof. The provisions of the contract permitting the City to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes and all other provisions of the contract except those giving the Contractor the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment or accounts made.

5.05 - Allocation of Cost

- A. Contractor at fault: When the work is suspended in whole or in part in accordance with the provisions of section 5.01 any cost to the City in excess of the contract price, arising from the suspension of the work, or from work performed or purchase made by the City, either before or after suspension, and required on account or failure of the Contractor to comply with his/her contract or the orders of the Engineer issued in pursuance thereof, will be charged to the Contractor and his/her sureties, who shall be liable therefor. If the net credits shall be in excess of the claims of the City against the Contractor, the balance will be paid to the Contractor or his/her legal representative.
- B. Contractor without Fault:
 - 1. Where the work is suspended in whole or in part in accordance with the provisions of section 5.02, the Contractor will be compensated for damages incurred due to delays for which the City is responsible if such delays are unreasonable in the circumstances involved and were not within the contemplation of the parties when the contract was awarded to the Contractor. Such actual costs will be determined by the Engineer. The City will not be liable for, and in making this determination the Engineer will exclude, all damages which the Engineer determines the Contractor could have avoided by and reasonable means including, without limitation, the judicious handling of forces, equipment, or plant.
 - 2. If the Contractor desires payment for such a delay it shall, within 30 days after the beginning of the delay, file with the City a written request and report as to the cause and extent of the delay. The request for payment or extension must be made at least

15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the City to consider such request.

5.06 - Termination of Contract-Default by Contractor

- A. The City may terminate the Contractor's performance under the Contract and declare the Contractor in default for any breach of the Contract, which shall include, by way of example and not by limitation: (1) the Contractor fails to begin the delivery of the material or to commence work as provided in the contract; (2) the Contractor fails to make or maintain the rate of delivery of material or progress of work promptly as ordered or required under the contract, or to maintain the rate of delivery of material or progress of the work in such a manner as in the opinion of the Engineer will ensure full compliance with the contract within the time limit; (3) the Contractor fails to make prompt payment to subcontractors, materialmen, laborers or suppliers; (4) the Contractor fails to execute or prosecute the Work properly, or in the manner or location specified in the Contract, or fails to complete the Work entirely on or before any date established for partial or final completion, or fails to maintain a work program or schedule as to ensure the City's interest; (5) if there shall be filed by or against the Contractor in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Contractor's property, and within thirty days therefrom the Contractor fails to secure a discharge thereof; (6) the Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors; (7) the Contractor fails to perform the work in accordance with the contract documents (including without limitation, the failure to supply suitable materials and equipment, or sufficiently skilled workers and a sufficient number thereof, to perform the work in accordance with the contract documents); (8) the Contractor disregards any applicable law, rule, regulation, order or directive; (9) if, in the reasonable opinion of the Engineer, the Contractor is not complying in good faith with any term or condition of the contract or any order from the City.
- B. In the event of such termination, the Contractor will be paid the actual amount due based on unit prices or lump sums bid and the quantity of work completed at the time of cancellation, less damages caused to the City by acts of the Contractor causing the cancellation. The Contractor, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason.
- C. The procedures for declaring the Contractor in default are as follows. The City shall first serve written notice upon the Contractor, demanding full compliance with the Contract within 5 days after receipt of such notice. The surety on the faithful performance bond may be provided with a copy of such notice. If the Contractor does not comply with such notice within 5 days after receiving it, or if, after starting to comply, the Contractor fails to prosecute the work or otherwise comply with such notice promptly and in good faith, the

City may declare Contractor in default, and such default shall be effective immediately upon Contractor's receipt of written notice of default from the City. A copy of such notice of default shall be provided to the surety.

- D. In the event that Contractor is served with notice of default, the City may, immediately upon Contractor's receipt of such notice, exclude it from the premises and take possession of all material and equipment, and complete the Work by City forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the City. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within five (5) days after the completion all costs in excess of the Contract Price.
- E. If the Surety assumes any part of the work, it shall take the Contractor's place in all respects for that part and shall be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.
- F. The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

5.07 - Termination of Contract - Contractor without Fault

- A. The City may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, as defined in section 4151(b) of the State Government Code, by law, or by official action of a public authority.
- B. When written notice by the Engineer to discontinue work is served upon the Contractor because the Contract has been terminated as provided in subsection A above; the Contractor shall comply immediately with the order of the Engineer.
- C. The Contractor shall be paid for work performed to the time of termination at the unit prices named in the contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of termination bears to the total work to be performed under the contract as determined by the Engineer. In no event will the City be liable to the Contractor for breach of contract, extra work, or damages because of said termination of contract.

Article 6 - Changes

6.01 - Changes Initiated by City

The City reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to omit any item or portion of the work, and to require such changes in the work as are determined by the Project Manager / Consulting Engineer to be necessary or advisable for proper completion or construction of the whole work contemplated.

6.02 - Changes at the Contractor's Request

If the Contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with the plans and specifications and applies in writing for a modification of requirements or of methods of work, such change may be authorized by the Engineer, if not detrimental to the work and if without additional cost to the City.

6.03 - Change Orders - Procedure

- A. Engineer's Adjustment of Contract Terms: Changes will be set forth in a contract change order. If the work to be done or change to be made causes an increase or decrease in the Contractor's cost of performance of the contract, an equitable adjustment may be made as determined by the Engineer. The contract change order will specify the payment to be made or credit to be taken and adjustment of the contract time, if any. Payment in accordance with the terms and conditions set forth in a contract change order shall constitute full compensation for all work included therein or required thereby.
- B. Contractor's Agreement: Contractor shall proceed with the ordered work, unless another starting date is specified. If the Contractor agrees with the terms and conditions of the contract change order, he shall indicate his/her acceptance by signing the original copy and returning it to the Engineer within 3 days. If the Contractor disagrees with the terms and conditions of such contract change order, he shall proceed with the ordered work and shall submit a written protest in accordance with "E. Protest Procedure."
- C. Submittal of Contractor's Proposal of Changes: Prior to issuing an approved contract change order, the Engineer may request that the Contractor submit a proposal covering the changes. The request will include a description of the work or revised drawings or specifications reflecting changes proposed to be ordered. Within 3 days after receiving the request the Contractor shall submit his/her proposal to the Engineer, including any claim for extension of time and any and all compensation which may be necessary as a result of performing the changes. If the Engineer decides not to issue a contract change

order after requesting a proposal from the Contractor, the Contractor will be notified of such decision in writing.

- D. Issuance of Engineer's Order: The Engineer may, in writing, order the Contractor to proceed with the work prior to receipt of an approved contract change order therefor. In such case, the Engineer will as soon as practicable issue an approved contract change order for the work and the provisions "E. Protest Procedure" shall be fully applicable to such subsequently issued contract change order. The Contractor shall keep full and complete records of the cost of the ordered work until the method of compensation is determined and the approved change order is received, and shall permit the Engineer to have access to such records. An approved change order shall supersede any previously issued written order covering the same work.

E. Protest Procedure:

1. Should the Contractor disagree with any terms or conditions set forth in an approved change order which he has not executed, he shall submit a written protest to the Engineer within 3 days after the receipt of such approved contract change order. The protest shall state the points of disagreement, contract references, quantities, and costs involved. The Engineer shall consider and investigate such protest within a reasonable time and his/her decision thereon shall be conclusive and binding against both parties to the contract, except in the case of gross error. If a written protest is not submitted, adjustment of the contract time and payment will be made as set forth in the approved contract change order and shall constitute full compensation for all work included therein or required thereby. An unprotested approved change order will be considered as an executed contract change order.
2. When the protest concerning an approved contract change order relates to compensation, the Contractor shall keep full and complete records of the cost of such work and shall permit the Engineer to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work.
3. When the protest concerning an approved contract change order relates to the adjustment of contract time for the completion of the work, the time to be allowed therefor will be determined as provided in Section 3.03.

F. Extra Work:

1. Work not covered by any of the items of the bidding form for which there are bid prices or by any combination of such items, as determined by the Engineer, and work specifically designated as extra work in the drawings or specifications is extra work. The Contractor shall furnish the required labor, material, and equipment and shall perform such extra work upon receipt of a contract change order therefor. All labor, material, and equipment shall be subject to approval of the Engineer.

2. Extra work will be paid for by an adjustment of the contract price or on a force-account basis as provided in Section 7.06, or a combination of both, as determined by the Engineer. Extra work will not be paid for unless ordered in writing by the Engineer. The determination of the Engineer on all questions relating to extra work shall be conclusive and binding against both parties to the contract except in the case of gross error.

Article 7 - Contract Payments and Claims

7.01 - General

- A. Payment will be made at the price for each item listed on the bidding form as extra work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the Engineer of the Schedule of Costs, the Construction Progress Schedule, and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the Engineer of the monthly revision of the Construction Progress Schedule.

7.02 - Schedule of Costs for Payments

- A. The Contractor shall submit to the Engineer, within ten (10) working days after Notice to Proceed, six (6) copies of a Schedule of Costs. The Schedule of Costs shall be a detailed breakdown of quantities and prices of work and materials required to perform and complete the contract.
- B. The total of the price breakdown shall agree with the lump-sum price bid. The price breakdown shall, as a minimum, show the cost of each item of the Construction Progress Schedule, Article 4. Any additional breakdown of the Schedule of Costs, by quantities and prices of work and materials, considered necessary by the Engineer will be as determined by the Engineer. The price breakdown shall not be unbalanced, shall be subject to adjustment between the Engineer and the Contractor, and will be used as a basis for progress payments.
- C. Acceptance of the Schedule of Costs by the Engineer shall not relieve the Contractor of the responsibility of performing all the work needed to complete the projects at the lump-sum price bid.

7.03 Progress Payments

- A. Determination by Engineer: The Engineer will make an approximate measurement of all approved materials delivered to the job site and work performed by the Contractor through the last working day of each calendar month for the purpose of making a progress payment. No payment will be made for the fabrication or production of materials off the job site, or for materials stored off the job site. The Engineer will classify the work according to items listed on the Bidding Form and will estimate the value thereof and the basis of prices shown, or as extra work. The classification of the work

performed and the value thereof will be based on the Schedule of Costs submitted by the Contractor.

- B. Five Percent Retention: From the amount thus determined, five percent thereof will be deducted as retention by the City for performance security. The amount of all payments previously made to the Contractor and any amounts due to the City from the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract will be deducted from the remainder. The remaining amount will be paid as a progress payment by the City to the Contractor thirty (30) days from the date that the undisputed invoice is received.
- C. Additional Retention: In addition to the retention under Paragraph B above, the whole or part of any payment of the estimated amount due the Contractor may be withheld as an additional retention if such course be deemed necessary to protect the City from loss due to the Contractor's failure to protect any of the following: (1) meet his/her obligations; (2) expedite the work; (3) correct rejected work; (4) settle damages as provided; or (5) produce substantial evidence that no claims will or have been filed, and/or if it has been determined that unpaid balance may be insufficient to complete the work.
- D. Effect of Progress Payment: All material and work covered by progress payments thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work as a waiver of the City's right to require fulfillment of all of the contract terms.
- E. Contractor Retention Escrow Accounts: Contractor may, at its own expense, elect to have the said five percent retention paid to a qualified escrow agent, pursuant to Public Contracts Code § 22300, and any escrow agreement shall conform to the requirements of that section and be approved by the City. City approval process includes approval by the City Attorney, the City Council and the City Financial Services Department. Said City approval could take up to 120 calendar days.

7.04 - Final Payment and Release of Claims

- A. Notice of Acceptance and final payment: Upon completion of the work as determined by the Engineer, a Notice of Acceptance will be issued, and a Notice of Completion will be recorded with the County. The City will pay to the Contractor 35 days after issuing the Notice of Acceptance, or as soon thereafter as practicable, the remaining amount due the Contractor, less all prior payments and advances whatsoever to or for the account of the Contractor for supplies, materials, services, damages, or otherwise deductible under the terms of the contract. All prior estimates and payments including those relating to extra work shall be subject to correction by this payment, which throughout this contract

is called "final payment." A copy of the Notice of Acceptance is included in these specifications.

- B. Release of Claims: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall have delivered to the City a complete release of all claims against the City arising under and by virtue of this contract and related to undisputed amounts, including claims of subcontractors and suppliers of either materials or labor. If disputed contract claims in stated amounts are unresolved 35 days after issuing the Notice of Acceptance, a progress payment of undisputed amounts and retained funds will be made by the City upon receipt of a release specifically excluding the disputed contract claims. Upon resolution of disputed claims, the Contractor shall execute a supplemental release and, upon delivery, the City will make final payment. A copy of the release form is included in these specifications.
- C. Acceptance of final payment constitutes release: The acceptance of the final payment by the Contractor shall be and shall operate as a release to the City of all claims and of all liability to the Contractor for all things done or furnished in connection with the work and for every act and neglect of the City and others relating to or arising out of this work. No payments, however, final or otherwise, shall operate to release the Contractor or his/her sureties from any obligation under this contract or the bonds for payment and for faithful performance.

7.05 - Force-Account Payment

- A. Computation of Payment: When work is to be paid for on a force-account basis, the Contractor will be paid the costs of labor, materials, and equipment as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, except when agreement has been reached to pay in accordance with Paragraph 7.05.E. To the total of the costs computed as provided in Paragraphs 7.05.B, 7.05.C and 7.05.D, there will be added a markup of 20 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the equipment rental. These markups shall constitute full compensation for profit and for all overhead costs which include superintendence, bond and insurance premiums, and all other items of expense not specifically designated as cost or equipment rental in Paragraphs 7.05.B, 7.05.C and 7.05.D. The total payment made as provided above shall constitute full compensation for work performed on a force-account basis.

It is understood that labor, materials and equipment may be furnished by the Contractor or by a subcontractor or by others on behalf of the Contractor. When work paid for on a force-account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the City for such work and no additional payment therefor will be made by the City.

- B. Labor: The cost of labor used in performing the work, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:
1. Actual Wages. Actual wages paid to other workers, including foremen devoting their exclusive attention to the work in question. The actual wages shall include payments to, or on behalf of, workers for health and welfare, pension, vacation, and similar purposes.
 2. Labor Surcharge. To the actual wages, as defined in Paragraph 7.05.B.1 above, will be added 27 percent which percentage 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 workers, other than actual wages as defined in Paragraph 7.05.B.1 above and the amount paid for travel and subsistence as specified in Paragraph 7.05.B.3 following.
 3. Travel and Subsistence. The amount paid to the workers for travel and subsistence as defined in applicable collective bargaining agreements filed with the Department of Industrial Relations under the provisions of Section 1773.8 of the Labor Code.
- C. Materials: Only materials incorporated in the work will be paid for, the cost of which will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:
1. If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such discount may not have been taken.
 2. If materials are procured by the purchaser by any method which is not a direct purchase from a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer. No markup except for costs incurred in the handling of such materials will be permitted.
 3. If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment therefor will not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered on the job site, whichever price is lower.
 4. If the cost of such materials is excessive, in the opinion of the Engineer, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Paragraph 7.05.C.1 above.

5. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, the cost shall then be determined as provided in Paragraph 7.05.C.4 above. The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rates established as provided in Paragraph 7.05.D.1 and 7.05.D.2 below, which rates 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 Paragraph 7.05.B above. All rented equipment shall, as determined by the Engineer, be in good working condition for the purpose for which it is to be used. Unless otherwise specified, manufacturers' ratings shall be used to classify equipment for the determination of applicable rental rates.
1. Equipment on the work: For the use of any equipment normally required for the contract regardless of whether the equipment is already on the work or is to be delivered to the work and regardless of ownership and any rental or other agreement entered into by the Contractor for the use of such equipment, the Contractor will be paid as provided herein at the current local rental rates used by the State of California. (Copies of the Equipment Rental Rates used by the State will be furnished on request.) Individual pieces of equipment not listed and having a replacement value of Two Hundred Dollars (\$200) or less shall be considered to be tools or small equipment and no payment will be made for their use on the work. The hourly rates for equipment not listed under the schedules of rental rates set forth by the State of California shall be those agreed upon by the Contractor and the Engineer prior to the use of the equipment, except that in no case shall the rental rates exceed those of established distributors or equipment rental agencies. In computing the hourly rental of equipment, less than 30 minutes shall be considered 1/2 hour, except that the minimum rental time to be paid per day shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns or non-working days. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force-account work being performed. Loading and transporting costs will be allowed when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the force-account work on other than the force-account work.
 2. Equipment not on the work: For the use of equipment not required under the contract and moved in on the work and used exclusively for force- account work, the Contractor will be paid as provided herein and at the rates agreed upon by the Contractor and the Engineer, except that in no case shall the rental rates paid exceed those of established distributors or equipment rental agencies. The rental

period shall begin at the time the equipment is unloaded at the site of the force-account work and shall terminate at the end of the day on which the order to discontinue the force-account work is given to the Contractor by the Engineer, except that the minimum total rental time to be paid for shall be not less than eight hours. Except as provided in the last sentence of this paragraph, the Contractor will be paid the cost of transporting the equipment to the work and its return to its original location, provided the original location of the equipment has been agreed to in advance by the Engineer, and provided further that such costs shall not exceed the applicable minimum Public Utility Commission's established rates for transporting the equipment. Should the equipment be transported by low bed trailers, hourly rates charged by established haulers will be paid. Also, the City will pay for loading and unloading costs. Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation in accordance with the above provisions, provided such costs does not exceed the cost of moving the equipment to the work. Payment for transporting and loading and unloading the equipment as provided herein will not be made if the equipment is used on the work in any other way than upon the force- account work.

- E. Work Performed by Special Forces or Other Special Services: When the Engineer and the Contractor, by agreement, determine that a special service or an item of force-account work cannot be performed by the forces of the Contractor or those of any of his/her subcontractors, such service or force-account work item may be performed by a specialist. Invoices of such services or item or force-account work on the basis of the current market prices thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization. In those instances, wherein the Contractor is required to perform force-account work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of force-account work performed in such facility may, by agreement, be accepted as a specialist billing. To the specialist invoice price, less credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Paragraph 7.05.A above.
- F. Reporting and Invoicing: All force-account work shall be reported daily upon Daily Cost of Extra Work Sheets furnished by the Engineer to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force-account work done. Complete detailed invoices covering the force-account work shall be submitted for payment no later than 15 days after the completion of the work. Those not so detailed will not be processed for payment until details are furnished. The charges for work performed by the Contractor, by a subcontractor, and by an employee of a subcontractor shall be reported separately. Substantiating invoices from suppliers, vendors, and subcontractors shall be included with the Contractor's invoices. The

Contractor shall permit examination of accounts, bills, and vouchers relating to the force-account work, when requested by the Engineer.

7.06 - Claims and Protests-Contract Requirements

- A. Written Protest: If work demanded of the Contractor is considered by him/her to be outside the requirements of the contract, or if he considers any decision of the Engineer to be unfair, he shall, upon such work being demanded or such decision being made, proceed without delay to perform the work or conform to the decision, and shall give written notice of protest to the Engineer within 48 hours. The written notice shall include the date and circumstances of the order or decision and his/her objections thereto. The Engineer will consider and investigate the protest and his/her decision thereon shall be final and conclusive, except in the case of gross error. In the event of a gross error, the Engineer may reconsider his/her findings and thereafter his/her findings shall be final and conclusive. Except for such protests as are made of record in the manner specified, the Contractor waives all grounds for protest to such orders or decisions of the Engineer.
- B. Written Claim: No more than 30 days after submitting a protest in accordance with 7.07.A. above or 30 days after completing the protested work, if that is later, the Contractor shall submit to the Engineer his/her claim concerning the matter so noticed. The claim shall set forth clearly concerning the matter so noticed. The claim shall set forth clearly and in detail, for each item of additional compensation or time adjustment claimed, the reasons for the claim, the references to applicable provisions of the specifications, the nature and amount of cost or time involved, or both, the computations used in determining such cost or time, or both, and all other pertinent factual data. The Contractor shall furnish such clarification and further available information and data may be requested in writing by the Engineer within the time specified in such request. In addition, he/she shall maintain complete and accurate daily records of the costs of any portion of the work for which additional compensation is claimed, and shall give the Engineer access thereto or certified copies thereof as requested. Any order or decisions of the Engineer as to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a claim with respect thereto in the manner and within the times above stated, and such failure shall constitute a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.
- C. Written Decision: After reviewing the written claim submitted by the Contractor and any additional information furnished by the Contractor and after considering the facts of the matter, the Engineer will give the Contractor written notice of the Engineer's final determination regarding the claim.

Article 8 - Materials

8.01 - General

- A. The Contractor shall furnish all materials needed to complete the work and installations required under the terms of this contract, except those materials specified to be furnished by the City.
- B. The Contractor shall submit satisfactory evidence of compliance with the specifications of such materials to be furnished and used in the work as the Engineer may require. Materials incorporated in the work and not specifically covered in the specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

8.02 - Quality and Workmanship

All materials must be of the specified quality and equal to approved samples, if samples have been required. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Engineer may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original specifications or drawings. All work performed under this Specification will be inspected by the Engineer as provided in Paragraph 8.04. All work performed within City or County Street or State of California freeway rights of way shall meet the requirements of the agency having jurisdiction. All materials furnished and all work done must be satisfactory to the Engineer. Work, material, or equipment not in accordance with this Specification, in the opinion of the Engineer shall be made to conform thereto. Unsatisfactory material and equipment will be rejected, and if so, ordered by the Engineer, shall, at the Contractor's expense, be immediately removed from the vicinity of the work.

8.03 - Trade Names and "Or Approved Equal" Provision

Whenever in the specifications or in the drawings the name or brand of a manufactured article is used, it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal quality and utility on approval of the Engineer, provided the use of such brand or manufacture involves no additional cost to the City.

8.04 - Approval of Materials

- A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Engineer for test purposes. He shall place at the Engineer's disposal all available facilities for and cooperate with him/her in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.
- B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Engineer by the Contractor. Both the labels on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specification number and title, and a reference to the applicable drawings and specification paragraphs.
- C. Materials or equipment of which samples are required shall not be used on the work until approval has been given by the Engineer in writing. Approval of any sample shall be only for the characteristics of for the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any contract requirement.
- D. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider under this contract any further sample of the same brand or make of that material.

8.05 - Ordering Materials

One copy of each of the Contractor's purchase orders for materials forming a portion of the work must be furnished to the Engineer, if requested. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the City. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of this Specification.

8.06 - Authority of the Engineer

On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, and conflicting interests of contractors performing related work, the decision of the Engineer shall be final and binding on both parties, except in the case of gross error. The Engineer will make periodic observations of materials and completed work to observe their compliance with plans, specifications, and design and planning concepts, but he is not responsible for the superintendence of

construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

8.07 - Inspection

- A. All materials furnished and work done under this contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Engineer. The Engineer, or his/her authorized agent or agents, at all times shall have access to all parts of the shop and the works where such material under his/her inspection is being manufactured or the work performed. Work or material that does not conform to the specifications, although accepted through oversight, may be rejected at any stage of the work. Whenever the Contractor of installation or construction is permitted or directed to do night work or to vary the period during which work is carried on each day, he shall give the Engineer due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Engineer.
- B. No improvement shall be accepted by the City unless and until it is free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety, or welfare. In addition, all properties, rights- of-way, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

8.08 - Infringement of Patents

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the work or included in the material or supplies agreed to be furnished under the contract, and should the Contractor, his/her agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, material, supplies or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or in the event that the Engineer elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, material, supplies, or appliances, as may by this contract be required to be supplied and used, in that event the Contractor shall at his/her expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use

such invention, process, equipment, article, material, supplies, or appliances without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution herein before required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him/her and his/her surety, notwithstanding final payment under this contract may have been made.

Article 9 - Submittals

9.01 - General

- A. The Contractor shall submit samples, drawings, and data for the Engineer's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of these plans and specifications.
- B. Specific items to be covered by the submittals shall include, as a minimum, the following:
 - 1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.
 - 2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.
 - 3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
 - 4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
 - 5. Samples.
 - 6. Colors.
 - 7. Substitutions.
 - 8. Manuals.
 - 9. As-built drawings.
- C. Submit a schedule of submittals.

9.02 - Product Handling

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this section.
- B. Submit priority of processing when appropriate.

9.03 - Schedule of Submittals

Contractor shall provide the City with a schedule of submittals within ten (10) working days from the date of Notice of Award.

9.04 - Shop Drawings

- A. Scale required: Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
- B. Type of prints required: Make all shop drawings prints in blue or black line on white background. Reproductions of City drawings are not acceptable.
- C. Size of drawings required: The overall dimensions of each drawing submitted to the Engineer shall be equal to one of the City's standard sheet sizes as listed below:

<u>Sheet Sizes</u>
<u>Height X Width</u>
11" X 8 1/2"
11" X 17"
24" X 36"

The title block shall be located in the lower right-hand corner of each drawing and shall be clear of all line work, dimensions, details, and notes.

9.05 - Colors

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Engineer for his/her review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

9.06 - Manufacturers' Literature

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

9.07 - Substitutions

- A. Engineer's approval required:
 - 1. The contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor-proposed substitutions are subject to the Engineer's approval.

2. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

B. Trade names and "or approved equal" provision: See Article 8.03.

9.08 - Manuals

- A. Format: When manuals are required to be submitted covering items included in this work, prepare such manuals in approximately 8-1/2" X 11" format in durable plastic binders and with at least the following:
 1. Identification on, or readable through, the front cover stating general nature of the manual.
 2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.
 3. Complete instructions regarding operation and maintenance of all equipment involved.
 4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 5. Copy of all guarantees and warranties issued.
 6. Copy of drawings with all data concerning changes made during construction.
- B. Extraneous data: Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

9.09 - As-Built Drawings

- A. When required to be submitted covering items included in this work, the Contractor shall deliver to the City one complete set of final As-Built reproducible drawings for City records before the contract will be accepted by the City.
- B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).

- C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

9.10 - Submittals Quantities

1. Submit six (6) copies of all data and drawings unless specified otherwise.
2. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Engineer.

9.11 - Identification of Submittals

Completely identify each submittal and resubmittal by showing at least the following information:

1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
2. Name of project as it appears in this specification and specification number.
3. Drawing number and specification section number other than this section to which the submittal applies.
4. Whether this is an original submittal or resubmittal.
5. For samples, indicate the source of the sample.

9.12 - Schedule of Submittals

- A. Submit initial schedule of submittals within ten (10) days after Notice of Award.
- B. Submit revised schedule of submittals within five (5) days after date of request from the Engineer.
- C. Engineer will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within 5 days after receipt.

9.13 - Coordination of Submittals

- A. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all material, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 2. Coordinate as required with all trades and with all public agencies involved.
 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 4. Clearly indicate all deviations from the contract documents.
- B. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the contract documents.

9.14 - Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten (10) working days for the Engineer's review, plus the transit time to and from the City office.
- C. Manuals shall be submitted prior to performing functional tests.

9.15 - Approval by City

- A. One copy of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "Approved," "Approved as Noted," or "Returned for Correction," Manuals, schedule of costs and as-built drawings will be returned for resubmittal if incomplete or unacceptable.
- B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.
- C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.
- D. Resubmit revised drawings or data as indicated, in seven (7) copies.
- E. Approval of each submittal by the Engineer will be general only and shall not be construed as:
1. Permitting any departures from the contract requirements.

2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the Engineer.

9.16 - Changes to Approved Submittals

- A. Resubmittal is required for any proposed change to an approved submittal. Changes which require resubmittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All resubmittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy."

Article 10 - Safety

10.01 Protection of Persons and Property

Notwithstanding any other provision of these specifications, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

10.02 Protection from Hazards

- A. Trench Excavation Safety Plans: Attention is directed to the provisions of Section 6705 of the Labor Code. Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from the Engineer of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.
- B. Confined Spaces:
 - 1. Tests for the presence of combustible or dangerous gases shall be made with an approved device immediately prior to a worker entering a confined space and at intervals frequent enough to ensure a safe atmosphere during the time a worker is in such a structure. A record of such tests shall be kept at the job site. Sources of ignition, including smoking, shall be prohibited in any confined space until after the atmosphere within the confined space has been tested and found safe. Note: Confined spaces for the purpose of this Article shall mean the interior of storm drains, sewers, vaults, utility pipelines, manholes, reservoirs, and any other such structure which is similarly surrounded by confining surfaces so as to permit the accumulation of dangerous gases or vapors.
 - 2. No employees shall be permitted to enter or remain within a confined space until such confined space is free of concentrations of harmful gases, and lack of oxygen, unless the employee is wearing suitable and approved respiratory equipment. Confined spaces that contain or that have last been used as container of toxic gases,

light oils, hydrogen sulfide, corrosives, or poisonous substances, shall, in every case, be tested by means of approved devices or chemical analysis before being entered without wearing approved respiratory equipment. Reservoirs, vessels, or other confined spaces having openings or manholes in the side as well as in the top shall be entered from the side opening or manholes when practicable.

- C. Material Safety Data Sheet: Attention is directed to the provisions of General Industry Safety Orders, Section 5194, Title 8, California Administrative Code. The Contractor shall submit to the Engineer a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten days prior to the delivery of such material to the job site or use of such material at a manufacturing plant where the Engineer is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "SUSPENSION OR TERMINATION OF CONTRACT", of these General Conditions.

10.03- Differing Site Conditions

- A. Attention is directed to Section 7104 of the Public Contract Code.
- B. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of:
 - 1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required by law to be removed to a Class I, Class II, or Class III disposal site.
 - 2. Subsurface or latent physical conditions at the site differing materially from those indicated in its contract.
 - 3. Unknown physical conditions at their site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- C. The Engineer will promptly investigate the conditions. If he finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work under this contract, an equitable adjustment will be made, as determined by the Engineer.

- D. In the event of disagreement between the Contractor and the Engineer whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any completion date required by the contract, but shall proceed with all work to be performed under the contract.
- E. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this contract which pertain to the resolution of disputes and protests.

10.04 - Traffic Regulation

- A. Temporary Safeguards: During the performance of the work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his/her judgment for the prevention of accidents; and he shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the California Manual on Traffic Control Devices (CAMUTCD).
- B. Submittals: Contractor shall submit at least 15 days prior to work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of these specifications.
- C. Quality Assurance:
 - 1. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the Engineer and all agencies having jurisdiction.
 - 2. Contractor shall immediately notify the Engineer and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

10.05 - Traffic Control Devices

Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall conform to the requirements of the California Manual on Traffic Control Devices (CAMUTCD).

- A. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.
- B. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the

current State of California Department of Transportation specification for reflective sheeting on highway signs.

10.06 - Execution

- A. Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- B. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.
- C. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.
- D. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
- E. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

10.07 - Flagging

Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

- A. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.
- B. Flaggers shall be employed full time on traffic control and shall have no other duties.

Article 11 - Indemnity, Insurance and Bonds

11.01 - Indemnity Standard Specifications

The indemnity provisions shall be as follows.

11.01-1 - Contractor's Duty

To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representative), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

11.01-2 - Civil Code Exception

Nothing in this Section 11.01 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

11.01-3 - Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

11.01-4 - Waiver of Right of Subrogation

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

11.01-5 - Survival

The provisions of this Section 11.01 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

11.02 - Minimum Scope of Insurance

Contractor shall maintain minimum insurance coverage, at least as broad as following:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to under take 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.”

11.03 - Minimum Limits of Insurance

Contractor shall maintain minimum insurance limits no less than the following:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

11.04 - Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.05 - Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement:
 - 1. General Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the contractor’s insurance, or as a separate owner’s policy.
 - 2. Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

- B. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- D. Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- E. Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

11.06 - Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

11.07 - Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements are to be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

11.08 - Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11.09 - Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

11.10 - Endorsements and Certificate

- A. Contractor shall have its insurance carrier(s) complete and execute the following documents, together with a copy of each insurance policy required under the contract, including all endorsements thereto, which shall be delivered to the Project Manager / Consulting Engineer within ten (10) working days following issuance of the Resolution of Award of Public Works Project:
 - 1. Form entitled: General Liability Endorsement, attached hereto as Exhibit A.
 - 2. Form entitled: Automotive Liability Endorsement, attached hereto as Exhibit B.
 - 3. Proof of Worker's Compensation Insurance (Employer's Liability), or if Contractor is self-insured for worker's compensation, a self-insuring certificate therefor from the State of California.
 - 4. Form entitled: Waiver of Subrogation Clause and Contribution, attached hereto as Exhibit C, for all coverage and policies.
 - 5. Form entitled: Certificate of Insurance, with 30 days' prior notice of cancellation required as to all coverage and policies.
- B. The contract will not be executed by the City and the Notice to Proceed issued until the aforesaid insurance documents have been received and approved by the City. City's decision as to the acceptability of all insurance documents is final. No substitution of the form of the documents or the endorsements or amendments thereto will be permitted without the prior written consent of City.

11.11 - Bonds

- A. Contractor shall furnish the following bonds:
 - 1. A Faithful Performance Bond in an amount equal to One Hundred percent (100%) of the contract price on City form, attached hereto as Exhibit E.
 - 2. A Payment Bond (Labor and Material) in an amount equal to One Hundred percent (100%) of the total contract price on City form, attached hereto as Exhibit F.

3. A Maintenance Bond in an amount equal to Ten percent (10%) of the total contract price on City form, attached hereto as Exhibit G.
- B. All such bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a notary public as the signature of the person designated in the power of attorney.
- C. The surety or sureties on all bonds furnished must be satisfactory to the City. City will reject surety bonds obtained from any company which is not an admitted surety insurer under the laws of the State of California and which does not hold a Certificate of Authority from the U.S. Secretary of the Treasury under 31 U.S.C. §§ 9304- 9306 as an acceptable surety on federal bonds. The surety must also be listed in the latest edition of U.S. Department of Treasury Circular 570, and the bonds provided must not exceed the surety's bonding limitations as set forth in Circular 570. Bonds shall be in multiples of \$1,000 only; provided, however, that the amount of the bond shall otherwise be fixed at the lowest sum that will fulfill all conditions herein set forth.
- D. If during the continuance of the Contract any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten days after notice, and in default thereof the contract may be suspended and the materials may be purchased or the work completed as provided in Article 5 herein.
- E. No modifications or alterations made in the work to be performed under the contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events be waived by the surety.
- F. The contract will not be executed by City nor the Notice to Proceed issued until the aforesaid bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

Article 12 - Labor Provisions

12.01 - Working Hours

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday. City Hall is closed every other Friday.
- B. Work on Saturdays, Sundays, or City holidays requires prior consent of the Project Manager / Consulting Engineer and is subject to Cost of Overtime Construction Inspection.
- C. City holidays are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day (observed the last Monday in May)
Independence Day
Labor Day (observed the first Monday in September)
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day

Holidays which fall on Saturday shall be observed the preceding Friday and holidays which fall on Sunday shall be observed the following Monday.

12.02 - Cost of Overtime Construction Inspection

- A. Overtime construction work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, alternating City Hall closed Fridays, or holidays the charges will be as shown in the following schedule:

Class	Charge Per Hour
Construction Inspector	\$ 200.00

Other equipment as identified in City Council Resolution, Fees for Public Works permits, inspections, reviews and services for sewer connection fees.

- B. There will be no charges for the inspection of overtime work ordered by the Project Manager or required by the specifications.

12.03 - Compliance with State Labor Code

- A. Contractor acknowledges that this project is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (1) Chapter 1, including without limitation Labor Code Section 1771 and (2) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (1) and (2) as though set forth in full herein.
- B. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 12.03 A above.
- C. Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.
- D. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor’s compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages (described in Section 12.04 below). Contractor shall diligently take corrective action to halt or rectify any failure.
- E. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

- F. Pursuant to Labor Code Section 1771.4(a)(1), project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12.04 - Wage Rates

- A. State Prevailing Wages: The Contractor shall pay its workers on this City project, in accordance with the prevailing wage rate.
1. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
 2. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
 3. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his/her own expense.
 4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.
 5. Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of Industrial Relations, State of California.
- B. Federal Prevailing Wages: In the event this is a federally assisted construction contract, Contractor acknowledges that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Contractor

understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail. The City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the federal wage rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.

- C. Payroll Records: Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change in location and address. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him/her in connection with the work. Upon request by the Project Manager / Consulting Engineer, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

12.05 - Employment of Apprentices

- A. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- B. In the event the Contractor or any subcontractor willfully fails to comply with the aforesaid sections, such Contractor or subcontractor shall be subject to the penalties for noncompliance in Labor Code Section 1777.7.

12.06 - Character of Workmen

The Contractor shall not allow its agents or employees, its subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the work. Only

skilled foremen and workmen shall be employed on work requiring special qualifications, and when required by the Project Manager / Consulting Engineer, the Contractor shall discharge any person who commits trespass or in the opinion of the Project Manager / Consulting Engineer disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Any employee being intoxicated or bringing or having intoxicating liquors on the work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers.

Exhibits

Exhibit A – General Liability Endorsement

GENERAL LIABILITY ENDORSEMENT

POLICY INFORMATION

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____ Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate \$ _____ / _____

General Liability Aggregate Applies Separately to This Project/Location:

Yes _____ No _____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage is equivalent to Commercial General Liability occurrence form CG 0001:

Yes _____ No _____

POLICY AMENDMENTS

1. WHO IS AN INSURED (Section II) is amended to include as an insured the City of Rolling Hills, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

(Name/Department)

(Company)

(Address)

(City/State/Zip)

(Phone)

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature - Authorized Representative / Title

Organization

Address/Telephone

Date

Exhibit B – Automobile Liability Endorsement

AUTOMOBILE LIABILITY ENDORSEMENT

POLICY INFORMATION

Insurance Company _____ Policy Number _____

Policy Term (From) _____ (To) _____ Endorsement Effective Date _____

Named Insured _____

Address of Named Insured _____

Limit of Liability any One Occurrence/Aggregate \$ _____ / _____

Deductible or Self-Insured Retention (None unless otherwise specified): _____

Coverage is equivalent to Commercial Auto form CA 0001, Code 1 ("any auto") on endorsement CA 0025: Yes _____ No _____

POLICY AMENDMENTS

1. **WHO IS AN INSURED** (Section II) is amended to include as an insured the City of Rolling Hills, its officers, elected and appointed officials, employees, and volunteers, but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.

INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

(Name/Department)

(Company)

(Address)

(City/State/Zip)

(Phone)

INCIDENT AND CLAIM REPORTING PROCEDURE

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature - Authorized Representative / Title

Organization

Address/Telephone

Date

Exhibit C – Waiver of Subrogation and Contribution

WAIVER OF SUBROGATION AND CONTRIBUTION

The contractor and the insurer, jointly and severally, on behalf of themselves, and all parties claiming under or through them, hereby waive all rights of subrogation and contribution against the City of Rolling Hills and its officers, employees, elected officials, attorneys, members of boards and commissions, agents, and volunteers (hereinafter collectively referred to as "City"), while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in connection with the performance of the work under the designated contract by the contractor, its subcontractors, and the respective officers, agents and employees thereof, regardless of any prior, concurrent, or subsequent active or passive negligence by city.

Designated Contract: **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02**

Name of Contractor: _____

Name of Insurer: _____

Policy No(s): _____

CONTRACTOR

By: _____

Name: _____

Its: _____

INSURER

By: _____

Name: _____

Its: _____

Exhibit D – Deductible Sample Letter

(Name, Address and Phone No. of Contractor)

Date: _____

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA. 90274

Subject: City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02

Dear Sir/Madam:

(Contractor's Name) hereby assumes sole responsibility for any and all deductibles on all its Policies, and shall cover any and all claims that might arise out of working by/for (Contractor's Name) on the above subject project, that said deductibles might not cover.

Authorized Representative

Name: _____

Title: _____

Exhibit E – Performance Bond

Performance Bond

Bond No. : _____

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Rolling Hills, California ("City"), has awarded to

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.

Project No. 2025-02

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of

_____ Dollars (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified,

and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

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

Date: _____

"Principal"

"Surety"

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

(Seal)

(Seal)

CITY OF ROLLING HILLS

**APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

By: _____
Christian Horvath, Risk Manager

APPROVED AS TO FORM

By: _____
Patrick Donegan, City Attorney

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

Exhibit F – Payment Bond

Payment Bond

(Labor and Material)

Bond No. : _____ **KNOW ALL PERSONS BY THESE PRESENTS** that:

WHEREAS, the City of Rolling Hills, California ("City"), has awarded to

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.

Project No. 2025-02

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code secure the payment of claims of laborer, mechanics, materialmen, and other persons as provided by law

NOW, THEREFORE, we, the undersigned Principal, and

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of

_____ Dollars (\$_____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors

pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void. This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder.

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

Date: _____

"Principal"

"Surety"

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

(Seal)

(Seal)

CITY OF ROLLING HILLS

**APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

APPROVED AS TO FORM

By: _____
Christian Horvath, Risk Manager

By: _____
Patrick Donegan, City Attorney

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

Exhibit G – Maintenance Bond

Maintenance Bond

Bond No. : _____ **KNOW ALL PERSONS BY THESE PRESENTS** that:

WHEREAS, the City of Rolling Hills, California ("City"), has awarded to

(Name and address of Contractor)

("Principal"), a contract ("Contract") for the work described as follows:

City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB.

Project No. 2025-02

WHEREAS, the Principal is required to furnish a bond in connection with said contract guaranteeing the maintenance thereof.

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the penal sum of _____ Dollars (\$ _____), this amount being not less than ten percent (10%) of the total contract price, be paid to the City, its successors and assigns, for which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if bound Principal fails to make at its expense, in order to restore the work to full compliance with the requirements of the above-mentioned contract or any modifications or amendments thereto, any and all repairs and replacements made necessary by defects in materials or poor workmanship that become evident within one (1) year after the date of final payment to the Contractor, or if the Contractor fails to hold the City harmless from claims of any kind arising from damage due to said defects in materials or poor workmanship, then the Surety or sureties shall pay to the City and the City shall be entitled to retain and use the full amount of the Maintenance Bond set forth above, or any portion thereof sufficient to permit City or any contractors or subcontractors selected by the City to do the work in order to restore it to full compliance with the requirements of the contract or any modifications or amendments thereto, and sufficient to hold the City harmless from claims arising from defects in materials or poor workmanship; otherwise, the above obligations shall be void. If suit is brought to enforce the terms of this Maintenance Bond, the prevailing party shall be entitled to receive from the other party costs of suit, including reasonable attorneys' fees.

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

Date: _____

"Principal"

"Surety"

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

(Seal)

(Seal)

CITY OF ROLLING HILLS

**APPROVED AS TO SURETY
AND PRINCIPAL AMOUNT**

APPROVED AS TO FORM

By: _____

Christian Horvath, Risk Manager

By: _____

Patrick Donegan, City Attorney

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

Exhibit H - Notice of Award of a Public Works Contract

CITY OF ROLLING HILLS

NOTICE OF AWARD OF PUBLIC WORKS CONTRACT

DATE: _____

(Name, Address and Phone No. of Contractor)

NOTICE IS HEREBY GIVEN that the aforesaid contractor is the successful bidder for the **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02**, as more particularly described in the plans and specifications therefore, and incorporated herein by reference, and is awarded the contract for the projects. Prior to signature of the Mayor to the contract, all applicable insurance certificates and bonds shall be provided to the City. **The aforesaid contractor acknowledges that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.**

CITY OF ROLLING HILLS

By: _____

Project Manager / Consulting Engineer

Exhibit I - Agreement

CONTRACT AGREEMENT

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

R E C I T A L S

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

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

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

contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal [INSERT VALUE] as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within [INSERT VALUE] working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.
5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum of be \$1000/day for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.
6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.
7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 (“Prevailing Wage Laws”), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and implement any prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and

harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of

California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

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

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

requirements and requirements for verification of employees' legal right to work in the United States

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

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

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
14. CONTRACTOR'S LIABILITY: The City of Rolling Hills and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

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

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work,

operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

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

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

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

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

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

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of

this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 1 year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.
 - a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:
 - i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.
 - iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 - v. Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 - vi. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

- vii. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.
- c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.
- d. Builder's Risk (Course of Construction) Insurance.
 - i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.
 - ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures,

processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.

- e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:
 - i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the claims reporting requirements must be submitted to the CITY for review.
 - v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.
- f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.
- g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
 - j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
18. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
20. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession.
- Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within five (5) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any

authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

23. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.
24. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.
26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

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

Attention: _____ Project Manager

CONTRACTOR:

Attention: _____

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

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

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

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

List of documents relating to claim:

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

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
29. TERMINATION: This Contract may be terminated by CITY at any time, either with or without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.
30. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.
31. NO THIRD PARTY BENEFICIARY: This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
32. TIME IS OF ESSENCE: Time is of the essence for each and every provision of the Contract Documents.

33. FORCE MAJEURE: If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled to a time extension, as provided in the contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.
34. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE: Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.
35. ACCEPTANCE OF FACSIMILE SIGNATURES: The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.
36. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

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

State of California
CONTRACTOR'S License No. _____

CONTRACTOR

Date By: _____
TITLE

CITY OF ROLLING HILLS, CALIFORNIA

Date By: _____
Jeff Pieper, MAYOR

ATTEST:

Date By: _____
CHRISTIAN HORVATH, CITY CLERK

CONTRACTOR'S Business Phone _____

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

APPROVED AS TO FORM:

PATRICK DONEGAN, CITY ATTORNEY

Date

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

In general, the work located on/adjacent to Eastfield Drive with proposed construction location at 45 Eastfield Drive, comprises without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary for the construction of the undergrounding of electrical and communication existing lines in compliance with Southern California Edison plans and specifications as prepared for the City of Rolling Hills per **“2QQ-RULE 20B INSTALL UG STATELER 16KV WALTERIA SUB., Project No. 2025-02”, AND COX COMMUNICATION, CROWN CASTLE, AND FRONTIER COMMUNICATIONS AND IN COMPLIANCE WITH THE Cal OES/FEMA GRANT HMGP DR-4382-177-7R**; exception therefrom any cabling installation, electrical connections except as noted for residences that require panel relocations or installation of subpanels, and removal of power poles.

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

Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rolling Hills and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively “Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively “Liabilities”), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the “Agreement”) or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee’s right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee’s right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees’ sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency’s active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b).

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

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

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

“Indemnitor”

Name _____

Name _____

By: _____

By: _____

Exhibit J - Notice to Proceed

CITY OF ROLLING HILLS

NOTICE TO PROCEED

DATE: _____

(Name, Address and Phone No. of Contractor)

NOTICE IS HEREBY GIVEN that the aforesaid contractor is hereby authorized to proceed with the **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02**, as more particularly described in the plans and specifications therefore, and incorporated herein by reference, starting _____.

Unless otherwise provided, the contract time shall commence on said _____, and work shall be diligently prosecuted to completion within the time provided in Article 3.

CITY OF ROLLING HILLS

By: _____
Project Manager / Consulting Engineer

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

Contractor or Contractor's Authorized Agent

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Exhibit L - Notice of Acceptance

CITY OF ROLLING HILLS

NOTICE OF ACCEPTANCE

DATE: _____

(Name, Address and Phone No. of Contractor)

NOTICE IS HEREBY GIVEN that the aforesaid contractor has satisfactorily completed the **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02**, in accordance with the project plans, specifications, and authorized changes, and that at its regular meeting held on _____, 20____, Rolling Hills City Council formally accepted said project as satisfactorily completed.

The release of retention will be 35 days from the date of the Notice of Acceptance.

CITY OF ROLLING HILLS

By: _____

Project Manager / Consulting Engineer

Exhibit M - Notice of Completion

RECORDING REQUESTED BY:

CITY OF ROLLING HILLS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274

WHEN RECORDED MAIL TO:

CITY OF ROLLING HILLS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CITY OF ROLLING HILLS NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. The City of Rolling Hills is the Owner of that certain public improvement known as the **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02**
2. Owner's address is: 2 Portuguese Bend Road, Rolling Hills, California 90274.
3. Work was completed on the said public improvement and was accepted by the City on.
4. The Contractor on said job was _____ of _____, California per contract dated _____. Kindly refer to _____ on all matters relating to said contract.
5. The property on which said work of improvement was completed is in the City of Rolling Hills, County of Los Angeles, State of California and is described as the **City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB., Project No. 2025-02** located at 21-45 Eastfield Dr., Rolling Hills, California 90277.

Dated

Karina Banales, City Manager

VERIFICATION

The undersigned says: I am the City Manager of the City of Rolling Hills, California, the Declarant of the foregoing Notice of Completion, that said City being the owner of the aforesaid interest or estate in the property described in the foregoing notice; that I have read the same and know the contents thereof, and the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Dated

Karina Banales, City Manager

Exhibit N – Technical Specifications

Technical Specifications

City of Rolling Hills, 2QQ-RULE 20B INSTALL UG STATLER 16KV WALTERIA SUB

Project No. 2025-02.

THE CONTRACT DRAWINGS SUPERSEDE THESE SPECIFICATIONS.

**THESE SPECIFICATIONS ARE PROVIDED FOR GENERAL QUALITY OF WORK.
REFER TO THE CONTRACT DRAWINGS FOR SPECIFIC MATERIALS, DEVICES,
PRODUCTS AND SIZES.**

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1. GENERAL

This project will include work and materials for the undergrounding of electrical and communications conduits and appurtenant structures as designed on the project plans that include SCE, The City of Rolling Hills 20B (Ampirical plans), and Telecom plans (Cox Communication, Frontier Communication, and Crown Castle) and specifications as shown on “**2QQ-RULE 20B INSTALL UG STATLER 16KV WALTERIA SUB**” For Construction drawings. This project will consist of the construction of the electric and communication infrastructure as shown on the project drawings, survey, pavement demolition, trenching, electric and communication utility conduit, vaults, junction boxes, handholes, meter relocations, trench backfill, and pavement/base replacement.

2. COMPACTION TESTING & SOILS TEST REPORT

The Contractor will provide all necessary soils compaction testing and soils test report for this contract, including work that must be redone at no expense to the City.

The Contractor's requests for compaction testing shall be coordinated with the City, SCE, or designated representative a minimum of 2 working days prior to the time required for such work.

The Contractor, at his expense, shall excavate the trenches to be tested.

Compaction tests on the subgrade which meet the specified requirements will be reported to the City, SCE, or designated representative. All compaction tests which do not meet the specified compaction requirements will be at the Contractor's expense, with no compensation therefor, and will be considered as included in payment for other bid items, and no separate payment will be made, therefore.

3. FURNISH AND APPLY WATER

Furnishing and applying water shall be considered as included in the unit prices paid for the various bid items requiring water, and no additional compensation will be allowed, therefore.

Should the Contractor require water for construction operations, such as for compaction and dust control, he shall apply for a water meter and follow the requirements of California Water Service Company.

4. MATERIAL TESTING

The Contractor will provide all necessary material sampling and testing for this contract. The Contractor's requests for testing shall be made to the City, SCE, or designated representatives minimum of 2 working days prior to the time required for such work.

The Contractor, at his expense, shall provide access to materials and locations for all of the sampling and testing. All Tests will be at the Contractor's expense, with no compensation therefor, and will be considered as included in payments for other bid items, and no separate payment will be made, therefore.

5. CRUSHED MISCELLANEOUS BASE/CLASS 2 AGGREGATE BASE

Except as specifically noted, no separate payment shall be made for crushed miscellaneous base (CMB) or Class 2 aggregate base. Either CMB or Class 2 aggregate base is acceptable material for base. Base shall be placed at locations as needed and as directed by the Engineer or his authorized representative. CMB shall be fine grade (3/4"-). Base shall be compacted to 95% relative compaction per the SPPWC Standard Specifications requirements. All CMB and Class 2 aggregate base will be considered as included in payments for other bid items, and no separate payment will be made, therefore.

6. CLEARING AND GRUBBING

In addition to the items specified in the SPPWC Standard Specifications, the following items shall be considered included in clearing and grubbing. Removal items shall include, but not be limited to, the following existing improvements.

- A. Existing pavement removals
- B. Parkway improvements
- C. Miscellaneous drainage structures
- D. Irrigation
- E. Inlets, Catch Basins and Laterals
- F. Trees and Shrubbery
- G. Miscellaneous improvements which interfere with the construction. Construction items shall include the following miscellaneous items for this project.

Protection items shall include, but not be limited to, utility and service connections, irrigation lines, improvements and landscaping on adjoining properties, parkway trees, curb and gutter, and driveways.

1. Parkway tree roots that extend into the excavated area shall be trimmed back to the minimum possible to install the items to be constructed.

2. Existing natural ground, AC, and Portland Cement Concrete (PCC) surfaces adjacent to the construction areas shall be re-graded, as directed by the Engineer, and removed and replaced as necessary to maintain a smooth transition between existing and proposed improvements that have elevation differences.

3. Additional removal and replacements shall include, but not be limited to, signs and posts, as the result of the Contractor's construction operations and/or as necessary to conform to City construction standards shall be considered as miscellaneous clearing and grubbing and no additional compensation will be allowed.

4. All costs to protect in-place or relocate as necessary to construct improvements shall be included in the lump sum cost of Demolition/Removals. Sprinkler systems to be relocated shall not be out of service for more than three consecutive days. Materials and installation shall conform to SPPWC Section 308-5. No additional or separate payment will be made for sprinkler modifications or relocations.

5. Coordination with all Utility company work related to the project including below grade removals, adjustments, etc., shall be included in the lump sum price for clearing and grubbing, except for the project construction work for the trenching and conduit installation as shown on the electric and communication project plans.

6. Relocation work to be done "by others" such as gas meters etc., which require certain improvements to be made by the Contractor prior to relocation shall be coordinated by the Contractor with the respective owners providing them with a reasonable window of time to perform the relocations. No additional compensation shall be allowed for the above work and payment shall be included in the bid item provided for Demolition/Removals.

7. Additional removal and replacements as the result of the Contractor's construction operations and/or are necessary to conform to City construction standards shall be considered as miscellaneous clearing and grubbing and no additional compensation shall be allowed.

8. The Contractor shall always secure the work area with temporary chain link fencing or as directed in the field to isolate the work area from vehicular and/or pedestrian traffic normally passing along the proposed trench alignments.

Removal and Disposal of Materials

Saw cutting of edges of bituminous pavement or P.C.C. improvements to be joined is required prior to final paving, restorations and repairs, unless directed otherwise by the Engineer. The Contractor shall be responsible to dispose of any excess materials.

Payment

Payment for Clearing and Grubbing shall be included in the Demolition/Removals unit price set forth in the bidding schedule and no additional compensation will be allowed.

Full compensation for clearing and grubbing shall be full compensation for all clearing, removals, relocations, protection and/or salvaging of items not covered by separate bid items necessary for construction of the project, and for placing and removing temporary chain link fencing, associated removals required to construct underground project in accordance with the standard plans and specifications. The cost of saw cutting joints shall be included in the bid price for the associated item.

7. ADJUST UTILITY ACCESS COVER TO GRADE

Utility access covers shall be adjusted to grade as needed during construction to provide a smooth, even pavement surface. Damaged utility boxes shall be replaced in kind. The Contractor shall contact the appropriate utility agency to obtain replacement utility boxes and covers at no cost. In addition, the Contractor shall protect in place, repair, or replace curb drains as needed during construction.

Payment

No separate payment shall be made for utility or curb drain adjustment, and such work shall be considered incidental and shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

8. ADJUST MANHOLE FRAME AND COVER TO GRADE

Manholes shall be adjusted (lowered or raised) to grade in accordance with Section 302-5.8, "Manholes," of the SPPWC Standard Specifications and the requirement of City of Rolling Hills as directed by the engineer. Adjustment of manhole frame and covers may be accomplished by using adjustment rings. The surface to be built upon shall be cleaned of all loose material prior to placing any mortar. Manholes shall be raised or lowered to grade within 4 days if paved over manhole. Asphalt patching shall

be completed within 3 days of raising manhole. Contractor shall coordinate the adjustment of any Manholes with the proper utility company.

Coordination work shall be considered incidental, and no additional compensation will be allowed.

Payment

Payment shall be made in the Construction/Improvements unit bid price in accordance with Section 301-1.7, "Payment," of the SPPWC Standard Specifications. Payment for all removals, excavation, materials, equipment and labor required to adjust the manhole frame and cover to grade shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

9. PORTLAND CEMENT CONCRETE (PCC) CONSTRUCTION

The removal of existing and installation of PCC improvements shall be replaced in same locations shall be constructed in the as directed by the Engineer and shall comply with Subsection 303-5 of the SPPWC Standard Specifications. Concrete class shall be Class 520-C-2500 or equivalent for 4" walkways, and 560-C-3250, Type 5, sulfate resistant or equivalent for all other work.

The City of Rolling Hills is located on a peninsula, approximately 30 miles south of Downtown Los Angeles away from direct freeway access. Transportation times between the plant and the site can sometimes be an issue.

Per the SSPWC, section 201-1.4.3, the contractor shall make the best concerted effort to deliver and place the concrete within 90 minutes from mixing at the batch plant. Should this time criteria be significantly exceeded, it will be up to the discretion of the Engineer to determine if the concrete is sufficiently workable, without adding excess water, to continue with the work. Any concrete accepted and placed after 90 minutes from batch plant mixing will be used at the Contractors risk and maintained under the contractor's warranty against defects, per the contract documents. The Contractor may use a plasticizer to extend the workable life of the concrete upon approval of the Engineer.

The Contractor shall saw cut and remove existing PCC improvements as necessary for construction; Prepare the subgrade; place base; and construct PCC to replace improvements as needed. New concrete improvements shall match existing finish and pattern as directed. Concrete shall be placed within 3 days of existing material removals. All subgrade and/or adjacent fill to match finished surface where new concrete is to be placed, shall be compacted to a relative compaction of at least 95%. Contractor shall coordinate with utility companies for utility adjustments needed when constructing the work.

The Contractor shall install steel plates over driveways to maintain access at all times when there is open excavation. Payment for provision, installation, maintenance, and removal of steel plates shall be included in the bid item.

Payment

Payment for removal and construction of PCC improvements shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed and shall include full compensation for all labor and materials to construct improvement replacement and to furnish and place Portland cement concrete including equipment and incidentals required to complete the work.

Payment for hand work in areas with sensitive landscaping or private property shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed. The unit bid price shall include full compensation for additional labor and equipment necessary to remove and construct PCC improvements associated with sensitive landscaping, by hand. Locations requiring handwork will be identified with the City Inspector and approved prior to the start of construction.

10. SAWCUT, EXCAVATION, REMOVAL AND REPLACEMENT ASPHALT CONCRETE FOR ASPHALT CONCRETE PAVEMENT REPAIRS (ALSO SEE SECTION 14 HEREOF)

Description - This work shall consist of removal of AC pavement at electric and communication conduit locations, electric and communication structure trench locations, replacement to match existing pavement section per the Rolling Hills Community Association Standard for Trench Backfill and Pavement Repairs 1A & 2A, and disposing of existing pavement, aggregate base, cement treated base, and native material; the preparation of subgrade and furnishing, spreading, placing, and compacting of materials for Asphalt Concrete repairs. This work shall include applying paint binder (tack coat) to all vertical and horizontal surfaces to be joined by new pavement, and a sand/emulsion seal for all joints after paving.

All cracks and joints containing vegetation shall be sprayed by a licensed applicator, with an approved herbicide, and removed prior to paving, as directed by the Engineer. Herbicide work shall be incidental, and no additional payment will be allowed. Minimal filling of cracks and spalls wider than 1" wide will be included as incidental to this work. The work shall consist of preparing cracks and spalls wider than 1" with paint binder (tack coat) per this section, filling with Asphalt Concrete, Type III-F, and compacting with vibratory plate. Payment shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

Materials

Asphalt Concrete

All AC excavated areas shall be filled with Asphalt Concrete, to match existing pavement section, Type III-C2, 1/2" maximum aggregate conforming to the provisions of Section 400 of the SPPWC Standard Specifications to match existing. Placement of AC shall be done in multiple lifts. The Contractor shall submit the batch plant mix design (including stability test results) to the Engineer for review and approval at least fourteen (14) calendar days prior to commencing any work.

Asphalt Binder

The Asphalt Binder and tack coat shall be PG 64-10 and shall conform to section 92 "Asphalts" of the State Standard Specifications and as determined by the Engineer. The Contractor shall prevent the formation of carbonized particles caused by overheating Asphalt during manufacturing or construction.

Aggregate

The provisions of Section 400-4.2.2 "Aggregate", of the SPPPWC Standard Specifications shall have the following additional requirement: At least 75 percent, by weight, of the material retained on the No. 4 sieve shall have at least one fractured face as determined by California Test Method No. 205.

Construction

Areas to be sawcut and removed shall be marked in the field with paint by the Engineer. Cutting shall be accomplished using a power-driven saw. The depth of cut shall be deep enough to provide a clean, straight break without loosening, cracking or damaging adjoining asphalt or concrete.

Contractor shall sawcut pavement around all areas to be removed prior to the start of any excavation. All excavated materials shall be immediately removed from the site and recycled or disposed of at the Contractor's expense at a legal dumpsite.

Streets shall not be washed to the extent that debris may enter storm drain system. All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During removal and replacement, grinding and paving operations all catch basin inlets shall be covered with a fabric which will allow passage of water but will not allow debris to enter storm drain. During saw cutting operations all excess water and mud shall be removed from surface by wet vacuum method. Material may be shoveled or broomed onto adjacent subgrade or dirt area provided it cannot get into storm drain.

Construction shall conform to applicable provisions of Sections 302 and 400 of the SPPWC Standard Specifications and this technical specification. Full depth asphalt concrete pavement repairs shall be constructed in equal lifts to the total overall after compaction thickness per the Plans or as ordered by the City Engineer.

Payment

Payment for AC pavement repair shall be included in the Demolition/Removals unit bid price set forth in the bidding schedule and no additional compensation will be allowed. The unit bid price shall include the removal and construction of AC pavement and base in conduit trench areas to match existing pavement and shall include the costs for removals, furnishing all labor, materials, paint binder (tack coat), tools, equipment and incidentals and for doing all of the work involved in constructing asphalt concrete pavement complete in place as shown on the plans and specified in these technical specifications, and no additional compensation will be allowed.

11. UNCLASSIFIED EXCAVATION

Surplus Material

It shall be the Contractor's responsibility to remove and dispose of all excess material resulting from excavation operations, including the removal of excavated material of any character that is not suitable for use in fill or backfill. Any excess material not needed for the project shall be removed from the project by the Contractor and disposed of in compliance with all local, state and federal regulations.

Payment

Full compensation for excavation for electric and communication utility conduit, infrastructure, appurtenances and other improvements shall be included in the Construction/Improvements unit price. Payment shall include removal and disposal of all required excavation, removal of unsuitable material, removal of existing base material or other excavation necessary to establish the finished sub-grade and slope elevations shown on the plans. Payment for placement of any fill shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

12. SUBGRADE PREPARATION

General

When unsuitable material due to excessive moisture content is found below the processing depth for sub-grade specified herein, the Contractor shall make a reasonable effort as directed by the Director of Public Works, to dry the material in order to obtain compaction as specified in SPPWC Subsection 301-1.3, Relative Compaction. Such reasonable effort may include periodic cultivating and scarifying or allowing the material to dry naturally or a combination of the above, for a period of time not to

exceed 2 weeks. After this time period, or earlier if so, determined by the Director of Public Works, the unsuitable material shall be treated in accordance with SPPWC Subsection 300-2.2, Unsuitable Material. The Contractor will be allowed non-working days for such work in accordance with Section 6.03, FGR “Time of Completion”. An extension of time for such work will be granted in accordance with Subsection 6.03 of the general conditions.

The last sentence of the first paragraph of Subsection 301-1.3 of the SPPWC Standard Specifications is deleted and replaced by the following: When base is to be placed on the subgrade material, the top 6 inches (150mm) of such sub-grade material shall be compacted to a relative compaction of 95 percent.

Payment

Payment for the preparation of sub-grade shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

13. SCE STRUCTURES & CONDUIT SLURRY BACKFILL

General

Concrete slurry backfill, as required, slurry shall be constructed in conformity with the SCE plans and specifications. Slurry backfill for use in work constructed under this section shall conform to the requirements of Section 201-1 of the SPPWC Standard Specification.

Payment

Full compensation for SCE slurry backfill will be made in conformance with the terms of the Contract and shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

14. STRUCTURES

Vaults

1. Vaults that have acceptable precast counterparts are shown on the working drawings (List of Materials [LOM]) by item number and the types of vaults approved for each item number are listed on Table VA 400–1 (Sheet 2). Other vaults are listed by drawing number. Unless otherwise noted on the working

drawings, any of the structures covered by a particular item number are acceptable.

2. All vault installations will be watertight. Standard manhole cover/frame size is 30 inches. Manhole cover is to be cast-iron for traffic loading, and RPM for parkway loading. Manhole entry covers will be bolted closed and any lift holes sealed. All 4' x 5' vault covers must be 8-inches thick. Vault covers must be replaceable without removal of vault necks.
3. Vaults will be manufactured and installed to the requirements as set forth in GI 030.
4. Each vault will include accessories and facilities as required in poured vaults. (Some small construction variations have been allowed the precast concrete manufacturers.)
5. Vaults will be placed on a 6-inch (minimum) thickness of mechanically compacted crushed aggregate base (3/4" maximum).
6. Maximum placement depth is 4 feet, measured from grade to top outside surface of vault and under conditions assumed in GI 030. Contact Division Underground Planning Supervisor if greater depth is required.

Handholes and Pull Boxes

Company approval is required for specifications of installations involving any underground structures other than service conduits and pull boxes. Such specification must comply with all applicable codes, laws, ordinances, and similar regulations.

Company approval is required in advance of construction for the locations and types of structures installed for Company use.

In Certain cases, Company inspection will be required during installation of structures for Company use. Consult the local Service Planning Office to ascertain if inspection is required. Notice must be given 48 hours prior to construction to obtain the inspection. These inspections may not negate the requirements of the local building and safety department for inspection of the facilities being installed.

All installations on the customer's premises are made by the customer. Installations of service conduit and its appurtenant structures for service from an overhead line source, both on and off the customer's premises, are made by the customer, under the conditions specified for Section 6.0.

See attached exhibits and Data Sheets for the following:

- SCE Electrical Service Requirements – Underground Service Connections 0-600 V
 - Figure 3-23: Handholes, Pull Boxes, and Manholes
 - Table 3—6: Handhole, Pull Box, and Manhole Applications and Sizes

Payment

Payment for electric and communication utility structure installation shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

15. COMMUNICATION

For communication infrastructure and communication trench alignment, Contractor to adhere to the communication provider drawings and technical specifications specified and as shown for every communication provider. The communication infrastructure and communication alignment as shown on the City of Rolling Hills 20B (Ampirical) drawings should be used as supplemental only. Refer to the communication drawings and specifications provided.

See attached exhibits and Data Sheets for the following:

- FEMA Environmental RECs
- RHCA Trenching Requirements
- Southern California Edison Drawings
- Cox Communications Drawings
- Frontier Communications Drawings
- Crown Castle Communications Drawings
- OSV Optimu Super Vent Pedestal (OSV2436, OSV2442)
- Signature Pedestal Housing (SPH1420)
- Grade Level Box Bulk 3 Series
- Grade Level Box Bulk 9 Series

Payment

Payment for communication utility installation shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

16. UNDERGROUND CONDUIT CONSTRUCTION

Trenches

1. For trenches longer than 200' or larger than 1,000 square feet, a licensed soils engineer shall be present to monitor the native or imported backfill operation and test for compaction at 100' or 200 square foot maximum intervals.
2. In areas not in existing roadway, backfill shall be compacted to a relative compaction of 90%
3. Excavated material not approved for use in trench backfill shall be removed from job site unless otherwise used in the work.
4. Where wet, unstable or running soil is encountered, solid sheathing is required for all vertical trench walls.
5. All shoring shall be designed by a civil engineer or a representative approved by the City in accordance with standards and engineering requirements.
6. Visible surface: Cracks shall be sealed and a type 2 slurry seal coating with 2% latex shall be applied from lane line to lane line for longitudinal trenches greater than 200' in length for any lane affected.

Methodology

1. At the end of each workday, any trench in an arterial road shall be covered by non- skid steel plates or be paved with temporary or permanent pavement flush with adjacent pavement surfaces. Secured in place, ramped with AC and not used for more than 48 consecutive hours on the same segment or trench. "Plate Ahead" signs shall be properly installed when plates are in use. Other city streets may have lesser requirements and will be considered on a case-by-case basis.
2. All traffic lanes shall be cleaned and restored for use immediately upon placement of temporary AC pavement, trench plates and/or final AC pavement.
3. All traffic striping and/or marking(s) removed or damaged during construction shall be replaced in kind as directed.
4. Traffic control shall be per Contractors "construction traffic control procedures on city streets" as submitted to and approved by the RHCA.
5. A collection device shall be used to collect sediments generated during the sawcutting operation.
6. All pavement removals shall use straight light sawcuts a minimum of 1.5" deep.
M: road standards/trench backfill and pavement repair specifications – updated 2019-02-21

Trench Excavation

1. Excavation will be fully protected against hazard to the public and will be braced to prevent caving. Proper protective measures will be used where excessive caving is encountered or where protection is required for adjacent structures or roads. The requirements of the California State Construction Safety Orders and OSHA will be complied with.

2. Contractor will provide walkways and/or roadways around and over excavations to safely accommodate traffic, both along streets and into adjacent buildings. Such structures will conform with existing local regulations.
3. Trench subgrades will be brought to a uniform grade. Subgrade of spongy, unstable, or other unsuitable material will be removed and replaced with suitable bedding material.
4. Where rocks are encountered during excavation, they will be removed to 0.6 inches below the trench bottom and the conduit structure laid on a bed of compacted sand.
5. Special care will be taken to prevent damage to existing buried structures and facilities. Contractors will assume responsibility for proper notification and restitution to interested parties in the event of damage to existing structures.
6. Excess Material - It shall be Contractor's responsibility to remove and dispose of all excess material resulting from earthwork operations, including excavation material of any character that is not suitable for use in fill or backfill. Unless otherwise approved by the City or their designated representative, such material shall be removed from the work site immediately after completion of work causing the surplus material.
7. The Contractor shall make his own arrangements for a disposal site, but in no instance shall any material be wasted or dumped in any area until permission of the owner of the property has been secured in writing, and a copy of the permit has been furnished to the Engineer. The cost of disposal of excess or waste material shall be borne by the Contractor.
8. The Contractor shall provide and maintain, at the construction site, ample means and devices with which to remove and properly dispose of all water entering the excavation.
9. Diversion of surface water from the excavation site shall be the responsibility of the Contractor, and no separate compensation will be allowed for the removal of surface water from the excavation site.

Maximum and Minimum Trench Width

1. Banks of open-cut trenches shall be kept as vertically as possible and, where necessary in order to maintain the banks vertically, the trench shall be properly sheeted and braced. For trenches exceeding a depth of four (4) feet, the sides of the trench shall be cut back at a slope of 1:1 or properly supported with an adequate trench shoring system. Trenches shall not be less than twelve (12") inches or more than twenty (20") inches wider than the outside diameter of the pipe to be laid therein, measured at the tips of the pipe, and shall be excavated true to line so that a clear space, not less than six (6") inches or more than ten (10") inches in width is provided on each side of the pipe in place.
2. In the event shoring is required, the width of the trench may be increased by a maximum of twelve (12") inches to accommodate the sheeting. Bell holes, if applicable, shall be excavated to ensure pipe barrel resting for its entire length upon the bottom of the trench on undisturbed soil, thoroughly compacted backfill, or gravel bedding.

Installation of Pipe: Bedding

1. Bedding should be installed to the specifications detailed in SPPWC Standard Specifications for Public Works Construction.
2. The material excavated from the storm drain trench may be suitable as backfill, upon approval by the City, SCE, or designated representative.
3. Where the pipe is to be laid per SCE plans, the Contractor shall take special care to compact the subgrade and prepare the trench zone for slurry backfill to within one foot of the finished surface.
4. A minimum six (6") inch thick layer of sand shall be placed under the pipe and extend to at least twelve (12") inches above the top of the pipes. The sand material shall have a sand equivalent of 35 or greater. The trench bottom shall be graded to provide a smooth, straight, firm and stable foundation at every point throughout the length of the pipe. At each joint in the pipe, the bottom of the trench shall be recessed in such a manner as to relieve the joint from all load and to ensure continuous bearing along the pipe barrel. The recess shall also be large enough to prevent foreign material from entering the pipe. If any trench, through the neglect of the Contractor, is excavated below the grade required by the Plans and these specifications, it shall be refilled to grade with additional bedding. The excess excavation and the additional bedding shall be at the Contractors expense.
5. It is possible that soft, spongy, or unstable material will be encountered at pipeline grade and that this material will not support the pipe or other indicated construction properly. The Contractor shall remove said unsatisfactory material to an over-depth and width as ordered by the Engineer. The Contractor shall be paid on a cost per cubic yard basis as provided in the Standard Specifications. Said cost shall include the cost for specific bedding material as required by the Engineer to replace the over-excavated material.
6. Should over-excavation of soft, spongy, or unstable trench bottom material be the result of the Contractor's failure to remove groundwater in a timely and continuous manner or failure to divert surface water flow away from the excavation site, the Contractor shall be required to over-excavate and re-establish the trench bottom line and grade at his own cost per this technical specification.

Conduit Installation Standards

The following standards cover the methods to be used in performing the work essential to the installation of conduits for the Southern California Edison Company. Reference to Company herein will be interpreted as the Southern California Edison Company, and reference to Contractor will be interpreted as the organization or party performing the specified construction.

Conduit

1. Conduit will consist of one of the types specified in CD 110 or a Company approved equal. In known water or subsidence areas, semi-rigid plastic conduit will be used.
2. All rigid conduit will be carefully aligned and laid to a uniform grade as specified on the plan or profile of working drawings. A slight degree of snaking will be permitted with flexible and semirigid plastic conduit.
3. A minimum conduit coverage of 30 inches will be maintained unless otherwise specified.
4. When conduit is located in streets drained by gutters, cover is to be determined from flow line of gutter.
5. No conduit will be installed that is cracked, damaged, or contains any roughness that would injure the cable jacket.
6. All questionable conduit to be installed will be tested for passage of mandrel prior to installation. Any conduit not permitting passage of mandrel will be rejected.
7. All conduit banks requiring concrete encasement will be adequately held in place to prevent floating during installation. Edison inspectors will approve conduit construction prior to placing concrete.
8. General
 - a. All joints on semirigid plastic and rigid PVC conduits will be made with solvent cement in accordance with manufacturer's recommendations and CD 112. A watertight seal is required at all joints.
 - b. When directional boring, a locking watertight joint may be used and does not require solvent cement. Joint will be made per manufacturing installation instructions.
 - c. Conduit supplier is to provide up-to-date joining instructions with conduit delivery.
 - d. Edison inspector is to verify type and date of solvent cement prior to application of semirigid plastic and rigid PVC conduit.

Conduit Entrances, Terminations, and Connections

1. Conduit will be terminated in substructures as follows:
 - a. Flush with face of recesses including reduced conduit sizes with cast in terminators, CD 142;
 - b. With end bells if terminated other than in a recess CD 134 (Exception: Floorless structures.);
 - c. End bells may be omitted on conduit connecting substructures less than 10 feet apart.
2. Metal conduit will be terminated in substructures with galvanized conduit bushings unless otherwise specified.
3. Care must be taken to maintain roundness of conduit at terminations.
4. Grout conduit at outside wall. Encase per CD 112.

5. Edison inspector is to be present during installation of all conduit entrances and terminations.
6. All terminations will be in end walls of structures. Side wall terminations and core drilling are not permitted except where no alternative exists and with SCE approval.

Mechanical Protection

1. Concrete encasement or semi-encasement, as specified, is required on all rigid and semirigid conduit (except Hot Dip Galvanized [HDG] and schedule 80 PVC). Encasement will be per CD 120. DB-type conduit with no encasement may be installed only where specified on the working drawings. Extreme care must be taken to prevent conduit collapse when installing DB and EB type conduit.
2. Conduits
 - a. Full concrete encasement, when specified, will have a minimum concrete coverage of three inches on top, bottom, and sides of the conduit.
 - b. Concrete semi-encasement, when specified, will have a minimum of concrete coverage of three inches on top and sides of the conduit.
3. No concrete cap or encasement of any type will be poured without prior notice to the Company Inspector.
4. Concrete for conduit bank protection may have the following minimum proportions:
 - a. Water content sufficient to give a minimum slump of two inches and maximum of four inches;
 - b. Aggregate content of a maximum of 40 percent sand by weight and a coarse aggregate of 3/8-inch maximum size;
 - c. Cement content will be a minimum of 190 pounds per cubic yard.;
 - d. Compaction may be by any suitable means that assures elimination of voids and does not damage the conduit;
 - e. Water reducing admixture ASTM C494 Type A will be used to increase the workability of the concrete. Admixtures with calcium chloride are not acceptable. Admixtures will be applied per manufacturer recommendations.;
 - f. Artificial color is not required.

Conduit Bedding / Backfill

1. Bedding will be defined as that material supporting, surrounding, and extending to one foot (305 mm) above the facility.
2. Where mechanical protection is not used, bedding material will be clean sand, pea gravel, or native free-draining granular material having a sand equivalent of not less than 30 or having a coefficient of permeability greater than 1.4 inches/hour. 1/ Clean sand may be jetted where permitted.
3. Where concrete protection of conduit is used, six inches of well-dampened earth will be placed over concrete protection in the trench two hours after

the concrete is poured. Backfilling of the trench excavation may then be completed.

4. Backfill will be considered as starting one foot (305 mm) above the pipe or conduit, or at the top of concrete bedding over the pipe or conduit. All material below this point will be considered bedding.
5. Rocks greater than six inches (152 mm) in any dimension will not be permitted in backfill placed between one foot (305 mm) above the top of any pipe or conduit and one foot (305 mm) below pavement subgrade.
6. Rocks greater than two and one-half inches (64 mm) in any dimension will not be permitted in backfill placed within one foot (305 mm) of the pavement subgrade.
7. The native material obtained from project excavations may be used as backfill provided that all organic material, rubbish, debris, and other objectionable material are first removed. Backfill soil will be approved by the governing agency.
8. Mechanically Compacted Backfill
 - a. Backfill will be mechanically compacted by means of tamping rollers, vibrating rollers, stompers (impact-type pavement breakers), wackers, or other hand-held mechanical tampers.
 - b. Prior to mechanically compacting backfill, determine proper moisture content of soil. Optimum moisture in all soil types is desirable for obtaining required compaction.
 - c. Material for mechanically compacted backfill will be placed in horizontal layers of thickness or lifts, which, prior to compaction, will not exceed the thickness specified below for the various types of equipment.
 - i. Hand-directed mechanical tampers and walk-behind vibratory plates — maximum uncompacted lift thickness of four inches (102 mm).
 - ii. Rolling equipment, including sheepsfoot (both vibratory and nonvibratory), grid, smooth-wheel (nonvibratory), pneumatic-tired and segmented wheels — maximum uncompacted lift thickness of one foot (305 mm).
 - iii. Impact, free-fall, or stomping equipment — maximum uncompacted lift thickness of three feet (914 mm).
 - d. Mechanically compacted backfill will be moistened or dried as necessary to obtain optimum moisture level (plus or minus two percent). Each layer will be evenly spread and compacted until the specified relative compaction has been attained.
 - e. Method of measuring relative compaction and any test requirements will be in accordance with agency permit requirements.

Backfill and Densification

1. Backfill shall be placed as specified in Subsection 306-1.3.2 or 306-1.3.3 of the SPPWC Standard Specifications, and compaction requirements shall be in accordance with the following:
2. The remaining portion of the trench from the top of the bedding material to the subgrade shall be backfilled, compacted, and/or consolidated by approved methods to obtain relative density of ninety five percent (95%).
3. The entire trench backfill and all transverse trench operations on streets shall be backfilled with a sand-cement slurry mix comprised of 100 lb. of cement per cubic yard to sand in compliance with SCE plan specifications. Sand shall conform to "Grading E" of Section 201-1.3.2 of the SPPWC Standard Specifications.
4. In backfilling under streets, there shall be no flooding of the trench within the upper four (4') feet.
5. Sand Slurry Backfill - All trenches 10 inches or less in width and other trenches when directed by SCE or as required by agency permit and as required elsewhere in this specification will be backfilled using sand slurry with a minimum one sack per cubic yard of cement.5/ California Department of Transportation jobs requiring sand slurry backfill will have minimum 1-1/2 sacks per cubic yard of cement.
6. Base material will be reconstructed to the same dimensions (thickness, and so forth) and with the same or equivalent materials used in the original work.

Payment

The cost to install conduit and pipe in place, in addition to those items as noted in the Standard Specifications shall include: groundwater and surface water control, excavation, shoring, bracing of utility lines as required, any pipe removal, bedding and backfill material, placement and compaction, sand slurry mix, imported backfill material as may be required, removal of excess excavated material and/or native material unsuitable for backfill, subgrade material, preparation and compaction, temporary resurfacing materials, miscellaneous concrete except as otherwise shown on the plans, and all other items as specified in these technical specifications and Section 306-1.6 of the SPPWC Standard Specifications shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed. Payment for PVC electrical and communication conduit shall include all work and materials as described above necessary to install this facility, complete in place, to the limits shown on the plans.

17. PANEL CONVERSIONS

Panel Conversion locations are shown on City of Rolling Hills 20B Plans (Ampirical – Sheet 6). Panels are to be relocated no more than six feet away from their existing locations. AFCI breakers are required in that new main service panel. However, this

wouldn't be required if the contractor is able to replace the existing main service panel with a subpanel in the same location. The new main service panel location would then only have a feeder breaker and larger gauge wires to re-feed the new subpanel.

See attached exhibits and Data Sheets for the following:

- SCE Electrical Service Requirements – Underground Service Connections
 - Figure 3-7: Meter Panel for Single-Family Residential Underground Service – 300/400 A (Class 320), 120/240 V, Single-Phase 3-Wire (EUSERC No. 302A)

Payment

Payment for Panel Conversions shall include all work and materials necessary to install, complete in place, to the limits shown on the plans. Payment for Panel Conversions shall be included in the Panel Conversion unit price set forth in the bidding schedule and no additional compensation will be allowed. The cost for all panel relocations shall include conduit install in place, in addition to those items as noted in the Standard Specifications shall include: groundwater and surface water control, excavation, shoring, bracing of utility lines as required, any pipe removal, bedding and backfill material, placement and compaction, sand slurry mix, imported backfill material as may be required, removal of excess excavated material and/or native material unsuitable for backfill, subgrade material, preparation and compaction, temporary resurfacing materials, miscellaneous concrete except as otherwise shown on the plans, and all other items as specified in these technical specifications and Section 306-1.6 of the SPPWC Standard Specifications shall be included in the Panel Conversions unit price set forth in the bidding schedule and no additional compensation will be allowed.

18. CAST-IN-PLACE RETAINING WALL WITH SLOPING BACKFILL

Contractor shall demolish only the portion of retaining wall that is needed to perform the work necessary for the scope of underground improvements. Replace cast-in place concrete retaining wall and finish in kind.

Materials

Cast-in-place Portland Cement Concrete shall conform to the requirements of a Class C Concrete, as specified in Standard Specification Item No. 403S, "Concrete For Structures". Precast Portland cement concrete shall conform to the requirements of Standard Specification Item No. 403S, "Concrete for Structures" but shall have a minimum 28-day compressive strength of 4500 psi (31027 kPa).

Construction Methods

All forms and forming, placement of reinforcement, placement of Portland Cement Concrete, form removal, finishing and curing shall conform to Standard Specification Item No. 410S, "Concrete Structures". Cast-in-place Portland Cement Concrete retaining walls shall be constructed in one continuous vertical pour from the top of the footing to the top of the wall.

Height and reinforcements shall match existing conditions. Control, Expansion, and Construction Joints shall also match existing and be replaced in kind as applicable.

All exposed corners and edges shall be filleted with triangular chamfer strips measuring $\frac{3}{4}$ inch (19 mm) on each side. Exposed horizontal surfaces shall be level and flat, and exposed vertical surfaces shall be plumb and flat.

Payment

The cast-in-place or precast Portland cement concrete work performed as prescribed by this item shall be included in the Construction/Improvements unit price set forth in the bidding schedule that includes the removal and installation of "Retaining Wall" and no additional compensation will be allowed. The unit bid price shall include full compensation for all excavation, forms, concrete, curing, finishing, backfilling, sloping that is not part of an excavation safety system covered by Item No. 509S, and for all labor, tools, materials, equipment and incidentals necessary to complete the work.

19. BEST MANAGEMENT PRACTICES

Best Management Practices/ NPDES Compliance shall be as specified in the CASCA stormwater best management handbook and shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

Prior to the start of construction, Contractor / Developer to submit for approval their construction Best Management Practices that meet and exceed the requirements set forth in the projects permits and environmental requirements. This includes but is not limited to the project's record of environmental consideration, FEMA endangered species act review form, list of typical best management practices and standard mitigation grant program conditions.

Per the project's record of environmental consideration, actions / mitigation / minimization / monitoring requires attention and actions prior to and during construction for the California gnatcatcher and Native American Historic Preservation. Contractor / Developers Construction Best Management practices to include the proposed plan to adhere to the record of environmental consideration requirements.

20. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

General

Except as may otherwise be provided in specific instances, nothing in the Contract shall be construed as vesting in the Contractor any property right in any material, article or structure existing at the time of award of Contract within the area in which the work is to be done; or in any material or article subsequently furnished for the work by the Contractor after having been accounted for on an approved estimate supporting the Contractor's demand for payment as provided in general conditions. In the latter event any such material, article, structure or work shall become the property of the agency after being so accounted for.

The Contractor shall maintain all existing signs including, but not limited to directional, warning, advisory, regulatory, bus stop, and street markers, in an erect and functional position and condition all times during the construction period in temporary locations as designated by the City or designated representative. Any of these facilities which are damaged or lost shall be replaced by the Contractor at no cost to the Agency.

Contractor shall restore curb markers, curb and roof drains, landscaping, irrigation, natural and artificial turf, reflective raised markers, etc. interfering with construction.

Contractor shall submit video documentation with a log of existing damages prior to commencing with work. Should a resident claim existing improvements were damaged by construction, and Contractor did not confirm status per above, Contractor shall restore existing improvements at no cost to the City.

When an interfering portion of a privately owned sprinkler system is removed, heads and other salvable material shall be carefully removed and stored. Any of the materials not wanted by the owner shall be removed from the site by the Contractor. Removal, repair, or capping shall be directed by the Director of Public Works. Protection and restoration of existing improvements shall be considered part of the Construction/Improvements scope of work and no separate compensation will be allowed, therefore. Contractor shall protect under-sidewalk yard drain pipes during construction and replace pipes which are in subpar condition.

Contractor shall protect existing concrete adjacent to proposed improvement area. Damage to existing concrete shall be removed and replaced to existing score line at Contractor's expense. Contractor shall confirm operational status of all affected irrigation with inspector and resident prior to commencing work. Should resident claim their system was damaged by construction, and Contractor did not confirm status per above, Contractor shall restore system to operation at his own cost.

All spray paint and markings used for locating utility lines, identifying work locations, or any other purpose, shall be completely removed by power-washing. Any residual discoloration left from temporary A.C. cold mix shall also be removed by power-washing. All NPDES guidelines shall be followed when power-washing, including vacuuming of water (or other method approved by the Director of Public Works or his authorized representative) to prevent it from entering any storm drain. Payment for this work shall be included in the cost of the bid items for the general work.

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked or having wet slough material deposited thereon. If new concrete work is marked, the Contractor shall replace it at its expense.

The Contractor shall perform all private lawn, hardscape, and parkway restorations including restoration of irrigation systems and existing drains, driveway, and curb repairs, not included in the Project Quantities, within fourteen (14) calendar days after the adjacent improvements have been constructed. Contractor may not proceed with removals if restoration slows to more than fourteen (14) calendar days. If the repairs have not been completed within 14 calendar days, the City shall have the authority to complete such work and deduct cost plus 20 percent administration thereof from any moneys due or to become due to the Contractor. Furthermore, a penalty of \$500 per day shall be applied for each day beyond the 14-day period that the restoration has not been completed (as determined by the City's inspector).

21. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of these technical specifications or the Standard Specifications shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the City and no compensation will be allowed for such correction.

Upon failure on the part of the Contractor to comply forthwith any order the City or designated representative makes under the provisions of this section, the City or designated representative shall have authority to cause defective work to be removed and replaced and deduct the costs thereof from any monies due or to become due to the Contractor.

22. APPURTENANT WORK

All items in the Bid Schedule are for construction completed in place, including all incidentals, appurtenant work and materials necessary for the satisfactory completion of the work. Full payment shall be considered as the bid prices for the items of work, and no additional compensation will be made, therefore.

23. INSPECTION BY CITY AND SOUTHERN CALIFORNIA EDISON (SCE)

The City, Communication Inspectors and SCE shall inspect the quality and completeness of the Contractor's work and report deficiencies to the Contractor.

24. CLEAN UP

During all phases of construction, the Contractor shall maintain a clean work site; the Contractor shall be responsible for the immediate removal and disposal of all concrete, asphalt concrete, tree roots, and any other debris resulting from the work performed. Full compensation shall be included in the Mobilization/Demobilization unit price set forth in the bidding schedule and no additional compensation will be allowed.

25. CONSTRUCTION WATER

The Contractor shall make his own provisions for water necessary for construction, drilling, backfill consolidation and cleanup.

Note: The Contractor shall not use any private property water paid for by the property owner. The Contractor shall obtain and pay for all costs incurred for any necessary water meter permits. No extra compensation shall be allowed for the permit and/or water meter.

For a permit contact: California Water Service 5837 Crest Road Rancho Palos Verdes, CA 90275 (310) 377-5525

26. STORAGE SITES

The Contractor will be allowed to store materials and equipment in city designated areas or at the work site during the course of construction. The Contractor is required to obtain permission for such storage from the RHCA.

Allowable materials to be stored by the Contractor: Vehicles, equipment, conduit, pipes, wooden forms and tools. All storage materials must be first approved by the RHCA. The Contractor will not be allowed to store broken concrete, asphalt concrete or any debris.

If the site becomes unacceptable to the City for any reason, after notice by the City, the Contractor shall correct the problem immediately. In the event that the City requests relocation of the materials from the approved site prior to the end of the construction period, the Contractor shall not receive any additional compensation. The Contractor shall maintain and clean the storage area on a daily basis.

The Contractor shall repair at no cost to the City any damage to the approved storage site resulting from the Contractor's vehicle traffic or items being stored.

Upon failure on the part of the Contractor to comply with any of these storage specifications, the City shall have authority to cause defective work to be corrected and deduct the cost of said corrections from any monies due or to become due to the Contractor. The Contractor shall hold the City harmless in the event of damage, vandalism or injury to the Contractor's equipment, materials, etc., resulting from the use of this site.

27. SITE RESTORATION AND ADJACENT PROTECTION

The Contractor shall be responsible for protection and preservation of existing vegetation and improvements including necessary removal and storage of such improvements and subsequent replacement to obtain to the fullest extent possible, the undisturbed condition.

The Contractor shall restore or replace, any property damaged or affected by its work, equipment or employees to the original undisturbed condition.

The Contractor shall thoroughly clean all areas affected by the contractor and the subcontractors including areas and improvements affected by their equipment and employees, upon completion of the work.

Payment

Full compensation for complying with the work contained in this section shall be included in the bid unit price for various bid items and no additional compensation will be allowed, therefore.

28. PHOTOGRAPHIC SURVEY OF ALL EXISTING CONDITIONS

The Contractor is encouraged to undertake an extensive photographic survey of all existing improvements that could possibly be affected by the construction activities. This survey will include, but is not limited to landscaping, streets, plants, and visible utilities. In the event of a claim, the onus will be on the Contractor to be able to clearly demonstrate that the photographic survey shows that it is a pre-existing condition of the improvement(s). Should the Contractor not be able to disprove a claim from the public, the Contractor will be responsible to reinstate the improvement into an acceptable condition.

29. MOBILIZATION

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, construction trailer, portable toilets and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, City business license and financing prior to beginning work on the various contract items on the project site. The Contractor shall provide a detailed project schedule, both electronically and in hard copy form. Schedule updates shall be provided monthly with each progress payment, and in accordance with these specification requirements and as directed by the Engineer. The Contractor's project manager, superintendent and foreman are required to attend the pre-construction meeting and weekly progress meetings. The Contractor shall have on the work site at all times, as its agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from City's, Communication Utilities and SCE's Construction Representative. The Contractor is responsible for securing an adequate storage site for equipment and materials (see separate items that detail these requirements elsewhere in these technical specifications). The cost of providing bonds, insurance, financing, moving equipment to the job site and preparing an approved work schedule shall be per bid item Mobilization and will be at the contract unit price per lump sum for the various items of work, and no additional compensation will be allowed, therefore.

Payment

Payment for mobilization shall be included in the Mobilization/Demobilization unit price set forth in the bidding schedule and no additional compensation will be allowed.

Payment for mobilization including equipment, materials, and labor shall be included in the bid lump sum price.

Mobilization shall also include the cost, time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, the costs to set up/maintain/vacate the staging area, the costs to set up/maintain/vacate the field office and toilet facilities and all other related work as required for all non-working days during the course of construction. Mobilization shall also include all related "De-mobilization" costs, including the removal of any remaining USA utility markings or other construction paint markings.

30. PROJECT MONUMENT SURVEYS AND CONSTRUCTION STAKING

Permanent Survey Markers

The Contractor shall not disturb permanent survey monuments or benchmarks without the consent of the Engineer. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor will employ a licensed land surveyor to establish the location of the monument before it is disturbed. The Contractor will have the monument replaced by a licensed land surveyor no later than thirty (30) days after construction at the site of the replacement is completed.

Payment

Payment for work performed to control the construction activities shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed. Extension of unit prices for extra work shall include full compensation for attendant survey work, and no additional payment will be made, therefore. Lines and Grades, except when, as per orders from the Engineer or his authorized representative, minor changes in the work are to be made by the Contractor, all work shall, during its progress upon completion, conform to the lines, grades, and elevations shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three (3) consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line, and in case any such discrepancy exists, it must be reported to the Engineer or his authorized representative. Failure to make this report shall make the Contractor responsible for any such error in the finished work. Payment - Except as otherwise provided in the Standard Specifications or elsewhere in these Technical Provisions, full compensation for conforming to the requirements in this section shall be included in the Construction/Improvements unit price set forth in the bidding schedule and no additional compensation will be allowed.

31. TRAFFIC STRIPING

General

This work shall consist of installing pavement striping and legends as required to replace any removals due to construction activity. All work shall conform to the Caltrans Standard Specification and Standard Plans, latest edition, and the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Materials

Stripes and pavement legends shall be reflective. Paint for cat tracts and dribble lines shall be furnished by the Contractor. Traffic paint shall be applied at the rate of one gallon for every 98 square feet. The dry paint film thickness shall be 8 to 10 mils.

Construction

All the thermoplastic and paint pavement striping and legends shall conform to the size, dimensions and layouts as designated in the California Manual on Uniform Traffic Control Devices (CAMUTCD).

The Contractor shall “cat tract” all striping, marker and legend layouts for the approval of the Engineer, prior to placement of any striping. Two coats shall be required on all painted stripes and pavement legends, with a minimum of 72 hours between coats.

All lines shall be clean and sharp as to dimensions. Ragged ends of segments, foggiess along the sides or objectionable dribbling along the unpainted portions of the stripe shall be painted out with black paint to the satisfaction of the Engineer.

The Contractor shall take all reasonable precautions to protect the paint during drying time and shall be required to paint out all objectionable tracking.

No work shall be done when weather conditions restrict visibility to less than one mile or cause the pavement to be damp, or when designated by the Engineer.

Paint and application methods shall comply with the current Rule 1113 of the South Coast Air Quality Management District.

Paint removals shall be performed by wet sandblasting technique, meeting the latest requirements and restrictions of the State Pollution Control Agency. The Contractor shall be responsible for the immediate removal of sandblasting materials by vacuum or mechanical street sweeping devices.

All striping that is to be removed must be removed by wet sandblasting method. No “Blacking Out” or temporary covering will be allowed.

Alternate methods of paint removal require prior approval of the Engineer. Obliteration of traffic striping with black paint shall be done only with prior approval of the Engineer and shall be only a temporary measure, requiring later removal as specified. Where blast cleaning is used for the removal of painted traffic stripes and pavement markings and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue, including dust, shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by vacuum attachment operating concurrently with the blast cleaning operation, or by other methods approved by the Engineer.

Payment

Payment for traffic striping, legends and markers shall be included in the Construction/Improvements unit price set forth in the bidding schedule and shall include full compensation for furnishing all labor, materials (including glass beads and paint), tools, equipment, stencils and incidentals; and for doing the work involved including but not limited to installation of pavement markings, cat tracking, placement of temporary striping, painting traffic stipes, and no additional compensation will be allowed therefore.

END OF TECHNICAL SPECIFICATIONS

FEMA Environmental RECs

SECTION C. ESA REVIEW FOR NLAA AND LAA DETERMINATIONS FOR PROPOSED PROJECTS

C.1.

a. Briefly describe the potential effects¹² from implementation of the Subapplicant's proposed project(s) in the Action Area. Refer to the PBO or LOC (see Appendix A) from the Carlsbad FWO for a description of potential effects, and describe additional details as applicable. Please clearly differentiate the appropriate response for each project or project site.

Potential Effects of the Subapplicant's Proposed Project.	Applicable Project or Site(s)	List Species Potentially Affected	Is Critical Habitat Potentially Affected, including Effects on Specific Physical and Biological Features ¹³
☐ Erosion, turbidity, and/or sedimentation - Not applicable	Not applicable	Not applicable	☐ Not applicable
☒ Hazardous materials spills – The accidental release of hazardous materials used to maintain construction equipment could degrade the quality of nearby suitable habitat—including critical habitat that supports the physical and biological features necessary for CAGN nesting (PBF 1).	AA	CAGN	☒
☒ Change in noise, vibration, lighting, dust, or temperature – Construction noise and associated visual disturbances could disrupt normal CAGN dispersal behavior if either were to occur during the CAGN breeding season.	AA	CAGN	☐ Not applicable
☒ Introduction of invasive species and pathogens - The proposed project has the potential to spread invasive plant species to adjacent habitats that are suitable for CAGN—including designated critical habitat (PBF 1)—through contaminated construction equipment and materials. The spread of invasive species could affect species composition leading to decreased habitat suitability for CAGN in affected areas.	AA	CAGN	☒

¹² 'Effects of the action' is defined as all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (50 CFR § 402.17).

¹³ Per 81 FR 7414, the physical or biological features refer to the features that are present that are essential to the conservation of the species and may require special management considerations or protection, which were formerly referred to as "Primary Constituent Elements."

☐ In-water disturbance - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Dewatering of streams, creeks, or wetlands - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Streambed, bank, or shoreline modification, or other alteration of hydrology - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Underwater noise, vibration and sound pressure - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Loss or alteration of vernal pool habitat - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Riparian habitat removal or degradation - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Riparian habitat modification or fragmentation - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Loss or alteration of other suitable habitat for listed species - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Trampling, crushing or entrapment - Not applicable	Not applicable	Not applicable	☐ Not applicable
☐ Species capture and relocation - Not applicable	Not applicable	Not applicable	☐ Not applicable
☒ Barriers to migration and species movement – Project-related disturbance may hinder CAGN movement by precluding use of the AA as a dispersal corridor during the construction period.	AA	CAGN	☐ Not applicable
☐ Herbicide use - Not applicable	Not applicable	Not applicable	☐ Not applicable

b. Describe any additional details on the potential effects on federally listed species not discussed above, including beneficial effects.

The proposed action would have long-term beneficial effects on CAGN by reducing the risk of wildfires sparked by electrical lines that could spread to surrounding areas resulting in significant habitat loss.

c. Describe any additional details on the potentials effects on Critical Habitat not discussed above, including beneficial effects. If there are adverse effects, quantify the area (in acres, square feet, etc.) of Critical Habitat affected.

Where portions of the AA overlap approximately 27 acres of designated critical habitat for CAGN—the eastern edge, the northwestern corner, the southwestern corner of the AA, and parts of both staging areas—such areas largely consist of residential and road development, patches annual grassland interspersed with small patches of scrub-shrub habitat, and wooded hillslopes. As such, these areas are expected to serve primarily as dispersal habitat or marginal foraging habitat for CAGN. Implementation of the proposed action is not expected to cause effects that would decrease the existing conservation value of CAGN designated critical habitat where it overlaps the AA because such areas would only be subjected to temporary noise disturbance that would occur outside of the nesting season.

C.2.

- a. Please use the check boxes to select the general *Avoidance and Minimization Measures* from the PBO from the Carlsbad FWO that are applicable and will be implemented by the Subapplicant to avoid and minimize effects. If any AMMs are not applicable, include a brief justification for exclusion.**

General Avoidance and Minimization Measures	Applicable Site(s) or Rationale for AMM Exclusion
☒ GEN AMM-1: Erosion and Sedimentation Prevention Measures	AA
☐ GEN AMM-2: Bank Stabilization	No bank stabilization activities would be required because no work would occur on or near existing streambanks.
☒ GEN AMM-3: Dust Control Measures	AA
☒ GEN AMM-4: Spill Control Planning	AA
☒ GEN AMM-5 Spill Prevention and Pollution Control Measures	AA
☒ GEN AMM-6 Equipment Inspection and Maintenance	AA
☒ GEN AMM-7 Fueling Activities	AA
☒ GEN AMM-8: Equipment Staging	AA
☒ GEN AMM-9: Materials Storage and Disposal	AA
☒ GEN AMM-10: Fire Prevention	AA
☒ GEN AMM-11: Waste Management	AA
☐ GEN AMM-12: Work Involving Boats and Barges	No in-water work would be performed.
☒ GEN AMM-13: Work Area Designation to Minimize Disturbance	AA
☒ GEN AMM-14: Access Routes and Staging Areas	AA
☒ GEN AMM-15: Environmental Awareness Training for Construction Personnel	AA
☐ GEN AMM-16: Biological Monitor	A biological monitor would not be necessary because presence of CAGN onsite during project implementation would be very unlikely and other AMMs and CMs would be implemented to avoid or minimize the potential for direct interactions
☒ GEN AMM-17: Daily Work Hours	AA
☐ GEN AMM-18: Entrapment Prevention	Neither excavation activities nor construction materials would pose an entrapment risk to listed species that may occur within the AA.
☒ GEN AMM-19: Water Quality Protection	AA
☐ GEN AMM-20: Revegetation of Stream Banks	No riparian vegetation would be affected.
☒ GEN AMM-21: Restoration of Upland Areas to Pre-Project Conditions	AA
☐ GEN AMM-22: Invasive Aquatic Species	No work would be conducted within or near aquatic habitat.
☐ GEN AMM-23: Work below Mean Higher High Water	No work would be conducted within or near aquatic habitat.

☐ GEN AMM-24: Avoidance of Submerged Vegetation	No work would be conducted within or near aquatic habitat.
☐ GEN AMM-25: Minimization of Shading by Overwater Structures	No work would be conducted within or near aquatic habitat.
☐ GEN AMM-26: Water Diversion and Dewatering	No work would be conducted within or near aquatic habitat.
☐ GEN AMM-27: Fish Relocation	No work would be conducted within or near aquatic habitat.

b. List any additional general AMMs or BMPs developed for the Project(s) that would be incorporated into the Subapplicant's proposed project(s) to avoid and minimize adverse effects. If there are none, simply put "not applicable" below.

Not applicable

C.3. Please use the check boxes to select the species-specific *Conservation Measures* that are applicable from the PBO or LOC (see Appendix B) from the Carlsbad FWO, and indicate why implementation of others is not necessary for the Subapplicant's proposed project to avoid and minimize effects. Delete the tables for the species that do not pertain to this project. Remember to select the species-specific *Conservation Measures* that are applicable for either NLAA (i.e., incidental take coverage is not exempt) or LAA (i.e., adverse effects to federally listed species and Critical Habitat may occur) for each species as appropriate.

☒ **This project has the potential to affect the Coastal California Gnatcatcher (CAGN) and/or its Critical Habitat. The following Species-Specific Conservation Measures will be implemented in the Subapplicant's proposed project to avoid and minimize effects:**

Species-Specific Conservation Measures Coastal California Gnatcatcher	Applicable Site(s) or Rationale for AMM Exclusion
☐ CAGN-1: Habitat Assessment	A FEMA-qualified biologist conducted a reconnaissance-level assessment to determine whether suitable habitat for CAGN is present within the AA on May 27, 2021.
☒ CAGN-2: Seasonal Avoidance	AA
☐ CAGN-3: Work Restrictions Near Active Nests	All work would occur outside of the breeding season.
☒ CAGN-4: Habitat Avoidance	AA
☒ CAGN-5: Habitat Restoration Plan	AA
☒ CAGN-6: Limits on Habitat Disturbance	AA
☒ CAGN-7: No Permanent Loss of Habitat	AA

C.4. For LAA projects only. Briefly describe the mechanism(s) of take as it may occur from implementation of the Subapplicant's proposed project in the Action Area.

This Section is not applicable to this project because no take is anticipated.

C.5. Provide a summary of FEMA's NLAA and/or LAA Determinations for Federally Listed Species and Critical Habitat from implementation of the Subapplicant's proposed project. List all the federally listed species and/or Critical Habitat that could be affected, and summarize those effects as they are presented in this Section. An ESA determination for each federally listed species and/or Critical Habitat is required.

Species: Coastal California gnatcatcher

Determination Rationale for Species: This project *may affect, but is not likely to adversely affect* CAGN because, with the implementation of AMMs and CAGN-specific CMs listed in Sections C.2 and C.3, proposed activities would take place when CAGN are unlikely to occur in the AA (outside of the CAGN breeding season) and would not result in decreased habitat availability or function for CAGN within the AA.

Determination Rationale for Critical Habitat: This project *may affect, but is not likely to adversely affect* designated critical habitat for CAGN with the implementation of AMMs and CAGN-specific CMs that would avoid and/or minimize effects on critical habitat during project implementation.

C.6. For projects with an LAA determination, are there any cumulative effects¹⁴ anticipated from implementation of the Subapplicant's proposed project, including construction activities? If so, please describe them.

SECTION D. FOR THE CARLSBAD FWO TO COMPLETE AND SIGN

Project Name: Eastfield Drive Electricity Utility Undergrounding (FWS-16B0293-2111393)

FEMA Grant # or Disaster and Project Worksheet #s: HMGP 4382-177-07

☒ I concur with FEMA's determination on federally listed species and critical habitat described in this ESA Review Form, pursuant to Section 7 of the Endangered Species Act. The proposed projects are covered activities, and the effects to the listed species presented in this ESA Review Form have been analyzed in FEMA's May 31, 2019, *Section 7 Consultation on FEMA Disaster Mitigation, and Preparedness Programs in Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties, California* (FWS-CFWO-16B0293-18F1358) (Programmatic Biological Opinion, PBO).

☐ Take for listed species presented in Section D of the ESA Review Form are exempt under the May 31, 2019, programmatic biological opinion.

The proposed projects are appended to the May 31, 2019, programmatic biological opinion under Service File Number FWS-CFWO-16B0293-18F1358-02. Therefore, no further action pursuant to the Act is necessary for the proposed projects unless new information reveals effects of the action that may affect listed species or critical habitat in a manner or to an extent not previously considered; the action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered; or a new species is listed or critical habitat designated that may be affected by the identified action.

Signature is listed below:

Carol Roberts

Digitally signed by CAROL
ROBERTS
Date: 2021.10.18 14:01:20 -0700'

October 18, 2021

Assistant Field Supervisor
Carlsbad Fish and Wildlife Office
FWS Fish and Wildlife Service

Date

¹⁴ Cumulative effects are those effects of future State or private activities, not involving Federal activities, that are reasonably certain to occur within the action area of the Federal action subject to consultation (50 CFR §402.02).

RHCA Trenching Requirements

Rolling Hills Community Association

TRENCH BACKFILL AND PAVEMENT REPAIRS

NOTES

BELOW GROUND

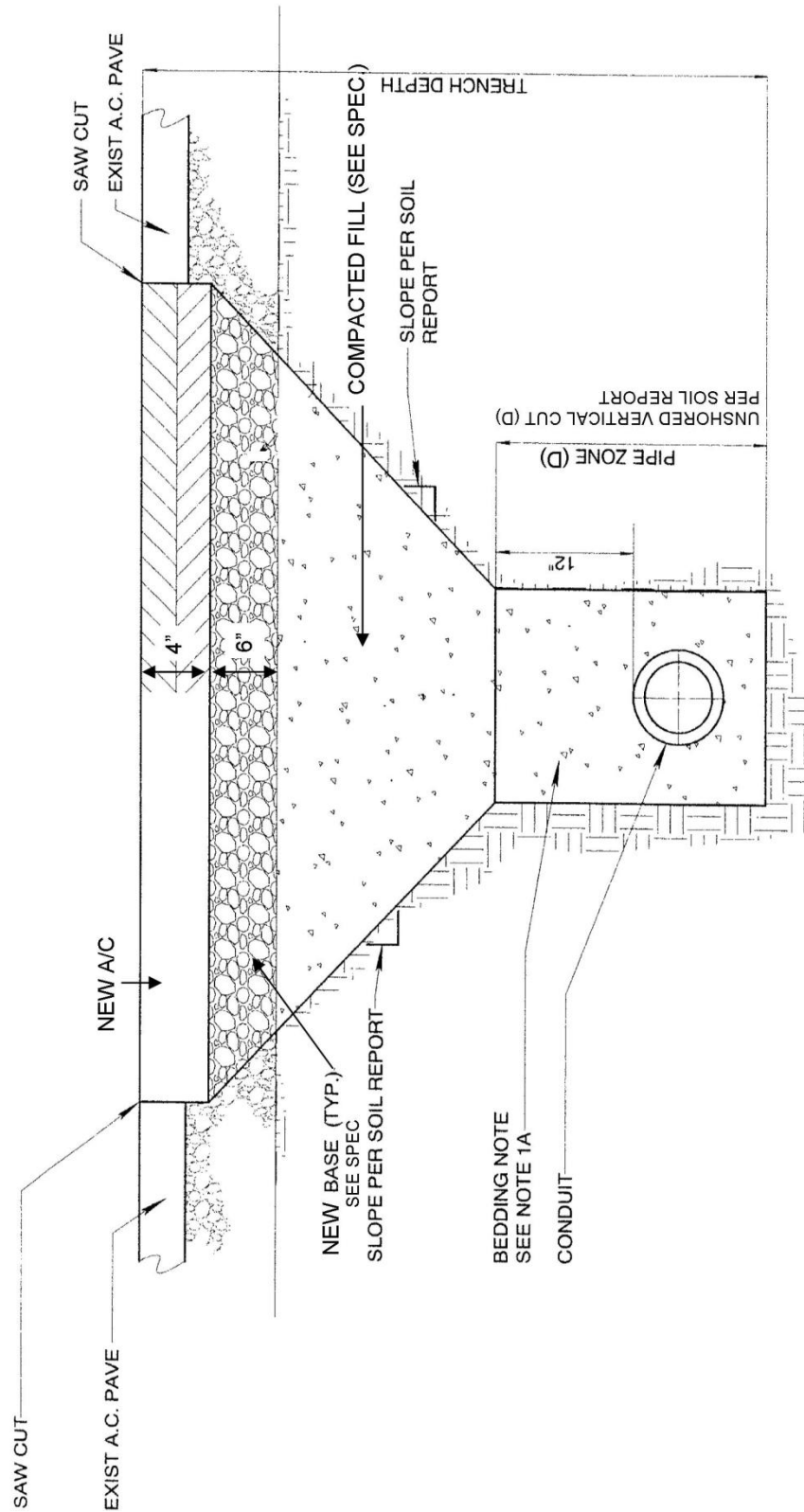
- 1A. SEE STANDARD PLAN
- 2A. FOR TRENCHES LONGER THAN 200' OR LARGER THAN 1,000 SQUARE FEET, A LICENSED SOILS ENGINEER SHALL BE PRESENT TO MONITOR THE NATIVE OR IMPORTED BACKFILL OPERATION AND TEST FOR COMPACTION AT 100' OR 200 SQUARE FOOT MAXIMUM INTERVALS.
- 3A. IN AREAS NOT IN EXISTING ROADWAY, BACKFILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 90%
- 4A. EXCAVATED MATERIAL NOT APPROVED FOR USE IN TRENCH BACKFILL SHALL BE REMOVED FROM JOB SITE UNLESS OTHERWISE USED IN THE WORK.
- 5A. WHERE WET, UNSTABLE OR RUNNING SOIL IS ENCOUNTERED, SOLID SHEATHING IS REQUIRED FOR ALL VERTICAL TRENCH WALLS.
- 6A. ALL SHORING SHALL BE DESIGNED BY A CIVIL ENGINEER IN ACCORDANCE WITH SOIL REPORT.

VISIBLE SURFACE:

- 1B. CRACKS SHALL BE SEALED AND A TYPE 2 SLURRY SEAL COATING WITH 2% LATEX SHALL BE APPLIED FROM LANE LINE TO LANE LINE FOR LONGITUDINAL TRENCHES GREATER THAN 200' IN LENGTH FOR ANY LANE AFFECTED.

METHODOLOGY

- 1C. AT THE END OF EACH WORK DAY, ANY TRENCH IN AN ARTERIAL ROAD SHALL BE COVERED BY NON-SKID STEEL PLATES OR BE PAVED WITH TEMPORARY OR PERMANENT PAVEMENT FLUSH WITH ADJACENT PAVEMENT SURFACES. SECURED IN PLACE, RAMPED WITH A.C. AND NOT USED FOR MORE THAN 48 CONSECUTIVE HOURS ON THE SAME SEGMENT OR TRENCH. "PLATE AHEAD" SIGN9S0 SHALL BE PROPERLY INSTALLED WHEN PLATES ARE IN USE. OTHER CITY STREETS MAY HAVE LESSER REQUIREMENTS AND WILL BE CONSIDERED ON A CASE BY CASE BASIS.
- 2C. ALL TRAFFIC LANES SHALL BE CLEANED AND RESTORED FOR USE IMMEDIATELY UPON PLACEMENT OF TEMPORARY A.C. PAVEMENT, TRENCH PLATES AND/OR FINAL A.C. PAVEMENT.
- 3C. ALL TRAFFIC STRIPING AND/OR MARKING(S) REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AS DIRECTED.
- 4C. TRAFFIC CONTROL SHALL BE PER CONTRACTORS "CONSTRUCTION TRAFFIC CONTROL PROCEDURES ON CITY STREETS" AS SUBMITTED TO AND APPROVED BY THE RHCA.
- 5C. A COLLECTION DEVICE SHALL BE USED TO COLLECT SEDIMENTS GENERATED DURING SAWCUTTING OPERATION.
- 6C. ALL PAVEMENT REMOVALS SHALL USE STRAIGHT LIGHT SAWCUTS A MINIMUM OF 1.5" DEEP.

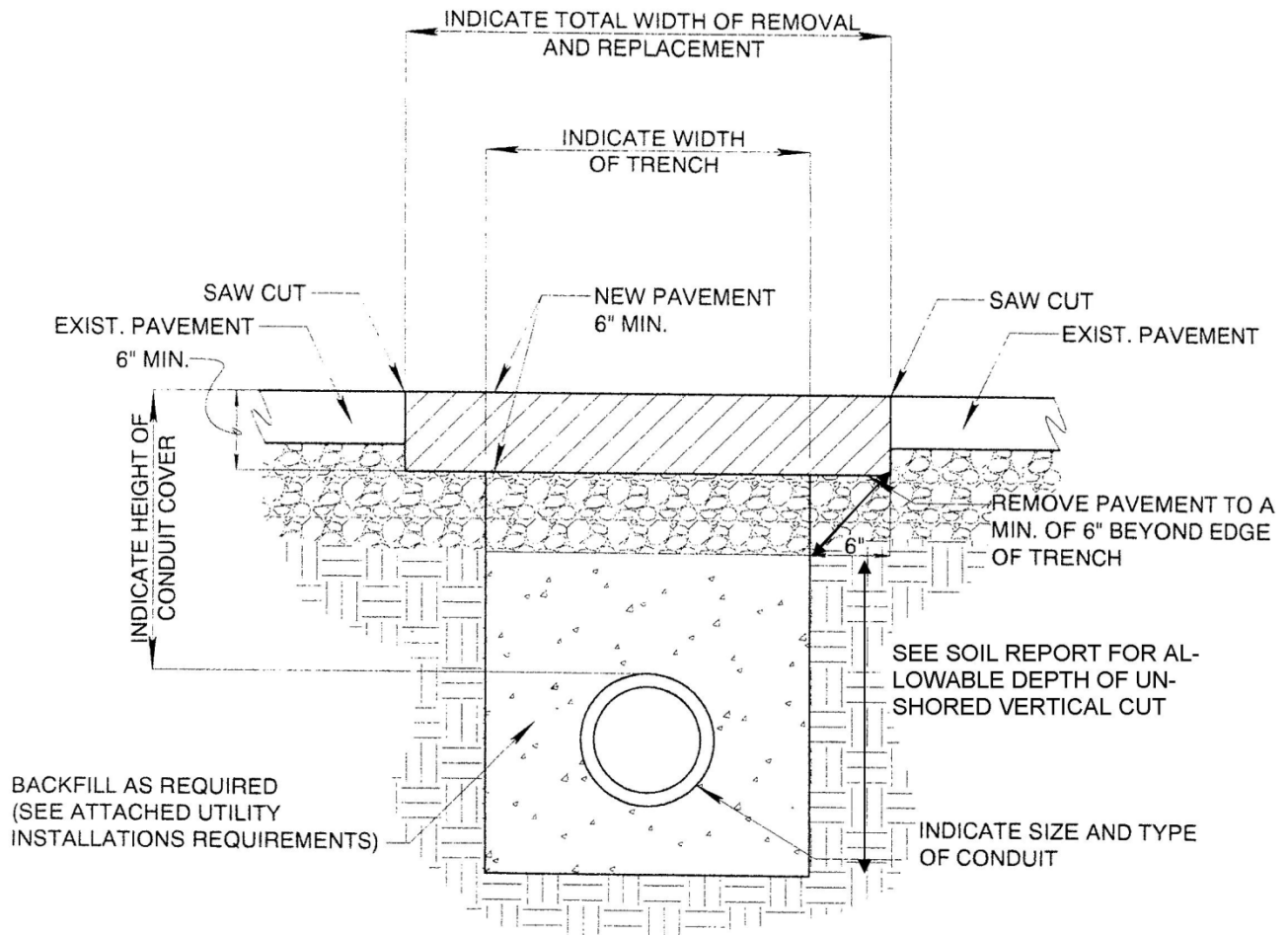


STANDARD DETAIL UTILITY TRENCH T-SECTION

NOT TO SCALE

NOTE

THIS DETAIL APPLIES TO STREETS WITHIN
ROLLING HILLS COMMUNITY ASSOCIATION EASEMENT/
RIGHT OF WAY



STANDARD DETAIL UTILITY TRENCH T-SECTION NOT TO SCALE

NOTE

THIS DETAIL APPLIES TO STREETS WITHIN
ROLLING HILLS COMMUNITY ASSOCIATION EASEMENT/RIGHT OF WAY
RIGHT OF WAY

ADOPTED BOD 2019-02-19 - Utility Trench T-Section B

Southern California Edison Drawings

Figure 3–23: Handholes, Pull Boxes, and Manholes

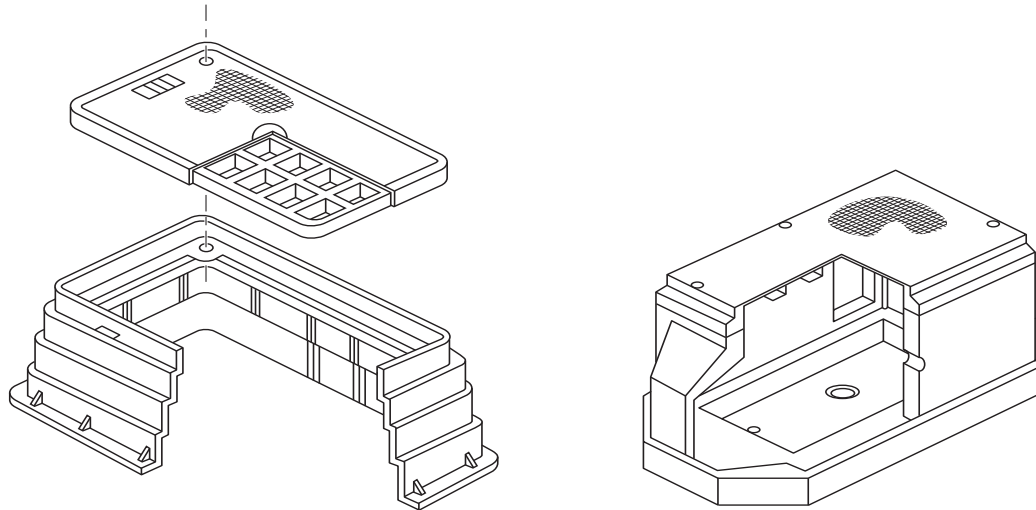


Table 3–6: Handhole, Pull Box, and Manhole Applications and Sizes

Substructure	Material	Typical Application	Inside Dimensions (W x L x D)	SCE Underground Structures Reference Drawing
Handhole ^{a/}	Plastic	Residential	17" x 30" x 15"	UGS HP 200, HH-9
Handhole	Concrete	Residential/Commercial/Streetlights	17" x 30" x 12"	UGS HP 200, HH-20
Handhole	Polymer Concrete (RPM)	Residential/Commercial	17" x 30" x 18"	UGS HP 200, HH-16, HH-19
Handhole	Polymer Concrete (RPM)	Residential/Commercial	17" x 30" x 24"	UGS HP 200, HH-17
Handhole	Polymer Concrete (RPM)	Residential/Commercial	17" x 30" x 30"	UGS HP 200, HH-18
Pull Box	Concrete	Residential/Commercial	2-1/2' x 4' x 3-1/2'	UGS HP 220.1
Pull Box	Concrete	Residential/Commercial	3' x 5' x 4'	UGS HP 225.1
Pull Box	Concrete	Residential/Commercial	4' x 6-1/2' x 5'	UGS HP 228.1
Manhole	Concrete	Residential/Commercial	Consult the Local Service Planning Office	

Note(s):

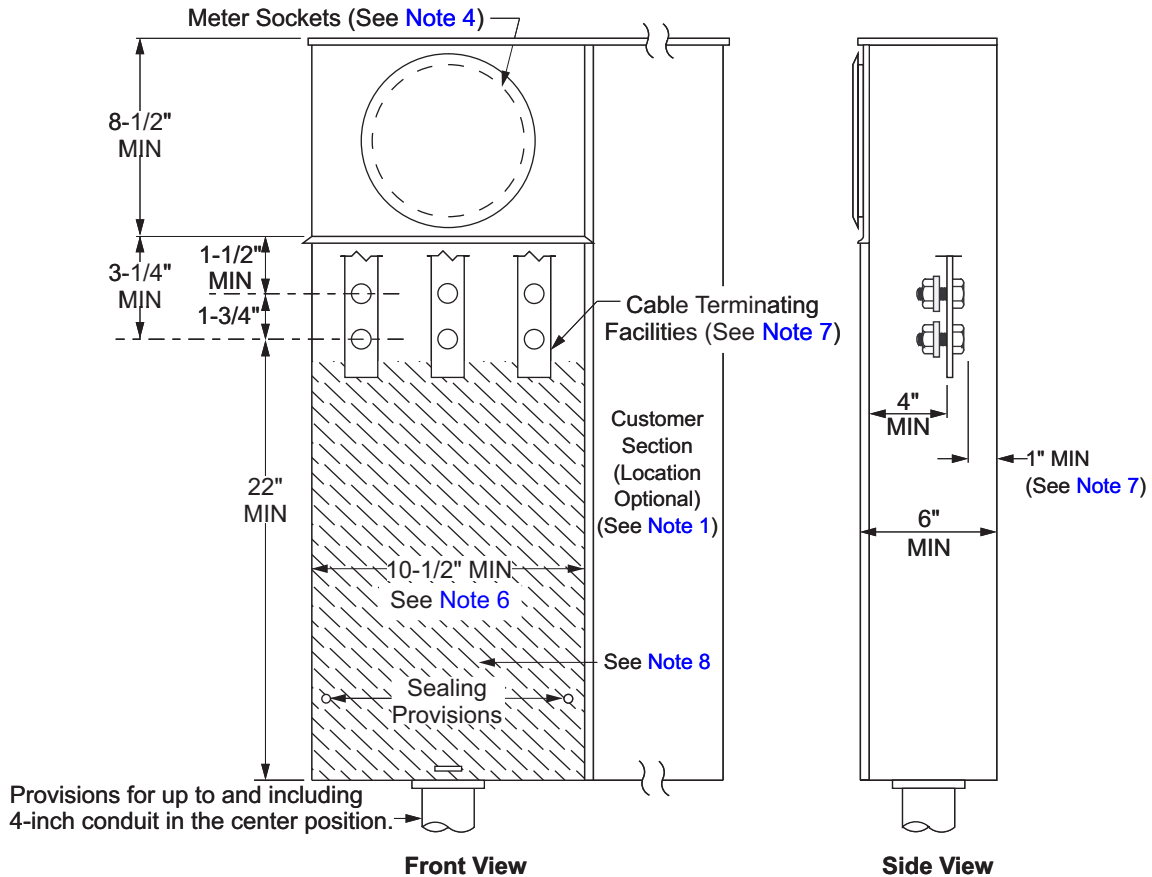
1. Manholes, pull boxes, and some sizes of handholes are available in precast concrete. Some handhole sizes are also available in plastic. For approved manufacturers and other specifications, refer to the appropriate Distribution Underground Structures Manual pages listed in [Table 3–6](#).
2. Consult the local Service Planning Office for substructure details, and installation and inspection requirements. See [Section 13.0](#).
3. Substructure covers must be adequate for imposed loading. Traffic-type covers are required in areas accessible to vehicles. Pull box and handhole covers shall be furnished with penta-head, stainless steel cap screws. All covers shall be identified with a 1/2 inch block lettered "EDISON."
4. Dimensions are inside measurements and are shown in order of width, length and depth. Depths shown are minimum dimensions with required depth depending on the number of conduits and conduit cover.

^{a/} 17"x30"x15" plastic handhole to be used in planter only areas in rear property with no vehicle access.

EFFECTIVE DATE 07-26-2024	Underground Service Connections 0–600 V	ESR–3
APPROVED 	Electrical Service Requirements ► SCE Public ◀	PAGE 3–41

**Figure 3–7: Meter Panel for Single-Family Residential Underground Service —
300/400 A (Class 320), 120/240 V, Single-Phase 3-Wire**

EUSERC No. 302A



Note(s):

1. The panel shown is a combination device having both a utility section (that is, termination section and metering section), and a customer section, but may also be constructed without an attached customer section.
2. The panel shall be marked with either a rating of "320 A continuous" or "400 A maximum (320 A continuous)."
3. Only ring-type sockets are acceptable. Ring-type socket meter panels shall be provided with a sealing ring and the meter socket shall be rigidly mounted on a support and attached to the meter panel.
4. The meter socket may be located above, to the left, or to the right, of the terminating pull section.
5. Termination section cover panels shall be removable, sealable, provided with two lifting handles, and limited to a maximum size of nine-square feet in area.
6. The access opening dimension shown (10-1/2 inches) is measured between the return flanges.
7. Cable terminating facilities shall consist of single-position studs with clearance and access requirements complying with Figure 3–9.
Exception: The neutral clearance to the back wall of the enclosure may be reduced.
8. The shaded area of the termination section is for Company-service lateral conductors only.

EFFECTIVE DATE 07-26-2024	Underground Service Connections 0–600 V	ESR–3
APPROVED <i>BSL</i>	Electrical Service Requirements ► SCE Public ◀	PAGE 3–25



Single Meter Sockets, Without Bypass - 400 Amp Max	56 - 57
Meter Mains, With Optional MCC Bypass - 400 Amp Max	58 - 59
Meter Main Load Centers, With Optional MCC Bypass - 400 Amp Max	60 - 61
Class 320 - Meter Breaker Data	62
Class 320 - Wiring Diagrams	63 - 64

Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.

Single Meter Sockets - With Bypass

400 Amp Max



324N (open)



324C (open)



Application

- Manual circuit closing bypass (link bypass) under separate cover
- Receive ANSI C12.10 watthour meters
- Surface mount

Construction

- NEMA Type 3R
- ANSI 61 gray painted finish
- Aluminum snap ring included

Standards

- UL 414 Listed
- ANSI C12.7
- EUSERC 302

Accessories

- Flush Trim Kit - FK1432 or FK2432
- H Hubs

Part/UPC Number	Catalog Number	Max Amp Rating	Jaws	Service Type	Access	Bypass
78205162220	324C *	400	4	1Ø/3W	UG	MCC
78205162210	324N **	400	4	1Ø/3W	OH/UG	MCC

Part/UPC Number	Catalog Number	Connections			Overall Dimensions			Top Provision	Knockout Layout
		Line	Load	Neutral	Height	Width	Depth		
78205162220	324C *	Studs	(1) #4 - 600 MCM or (2) 1/0 - 250 MCM	Studs	32"	24"	6"	None	Fig. 1
78205162210	324N **	(1) #4 - 600 MCM or (2) 1/0 - 250 MCM	(1) #4 - 600 MCM or (2) 1/0 - 250 MCM	(1) #4 - 600 MCM or (2) 1/0 - 250 MCM	32"	14"	6"	H Hub	Fig. 2

* Complies with EUSERC 302A

** Complies with EUSERC 302B

Single Meter Sockets - Without Bypass

400 Amp Max

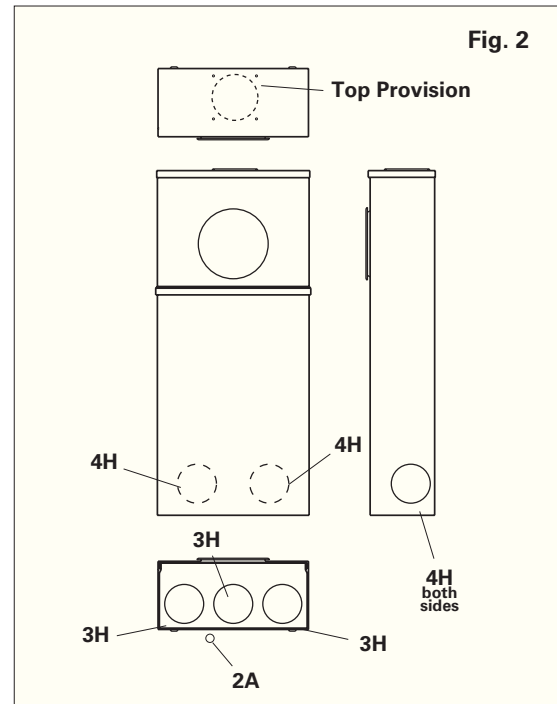
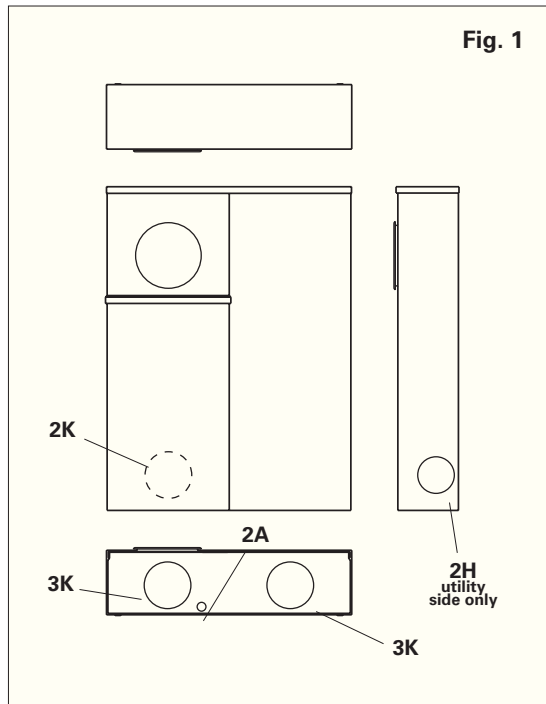
Style #	Suffixes
324C	SS - Stainless Steel 304 *
324N	SS6 - Stainless Steel 316 *

Knockouts - Conduit Sizes

2A = 1/2" - 1/4"
 2H = 3" - 2 1/2"
 3H = 3" - 2 1/2" - 2"
 4H = 3" - 2 1/2" - 2" - 1 1/2"
 2K = 4" - 3 1/2"
 3K = 4" - 3 1/2" - 3"
 Top Provision = See Chart

* Knockouts and top provisions are not available in Stainless Steel (SS) finish

Knockout Layouts



Class 320 Metering

Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.

Meter Mains - With Optional MCC Bypass

400 Amp Max



U4042MCC (closed)



U4042MCC (open)



Application

- Combination meter/main with optional manual circuit closing (link type) bypass
- Factory installed breaker
- Receive ANSI C12.10 watthour meters
- Surface mount

Construction

- NEMA Type 3R
- ANSI 61 gray painted finish
- Aluminum snap ring included
- Removable door with sealing provision and lifting handles
- Conforms to NEC 2020

Standards

- UL 67 Listed
- ANSI C12.7
- EUSERC 302

Accessories

- Flush Trim Kit - FK3038
- Overhead Adapter - CK8326

Part/UPC Number	Catalog Number	Max Amp Rating	Jaws	Service Type	Access	Voltage	Main Breaker AIC	Main	Bypass
78205181515	U4042MC	400	4	1Ø/3W	UG	120/240	10K	(2) 200A, 2P	—
78205181517	U4042MCC	400	4	1Ø/3W	UG	120/240	10K	(2) 200A, 2P	MCC
78205181525	U404MC	400	4	1Ø/3W	UG	120/240	22K	(1) 400A, 2P	—
78205181530	U404MCC	400	4	1Ø/3W	UG	120/240	22K	(1) 400A, 2P	MCC

Part/UPC Number	Catalog Number	Connections			Overall Dimensions			Top Provision	Knockout Layout
		Line	Load	Neutral	Height	Width	Depth		
78205181515	U4042MC	Studs	MCB	#6 - 250 MCM	38"	30"	6"	None	Fig. 1
78205181517	U4042MCC	Studs	MCB	#6 - 250 MCM	38"	30"	6"	None	Fig. 1
78205181525	U404MC	Studs	MCB	#6 - 600 MCM	38"	24"	6"	None	Fig. 2
78205181530	U404MCC	Studs	MCB	#6 - 600 MCM	38"	24"	6"	None	Fig. 2

Class 320 Metering

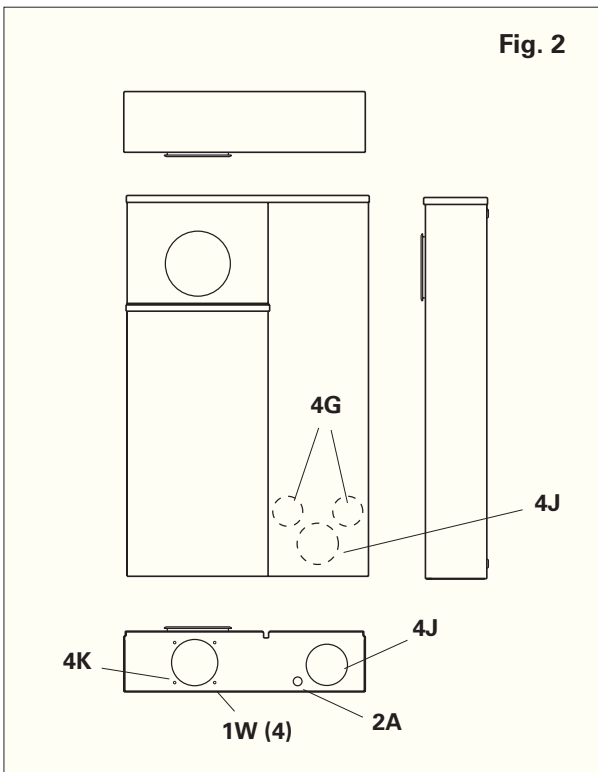
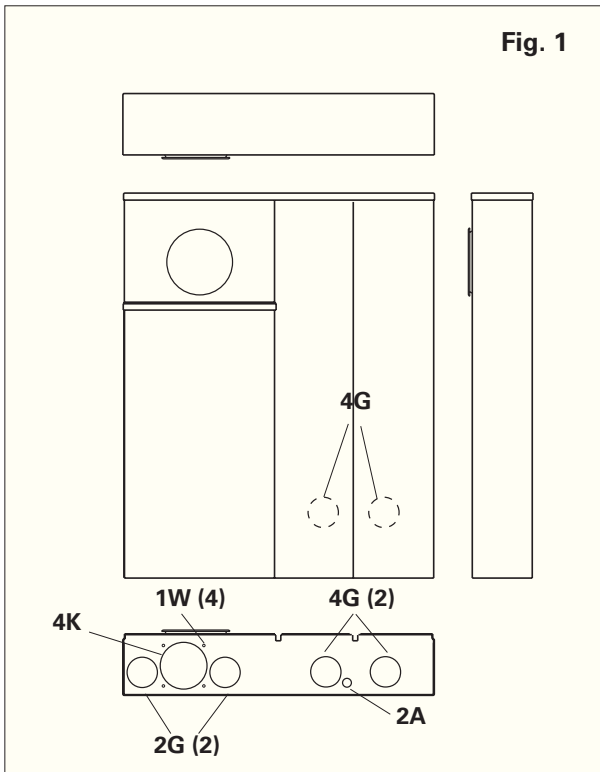
Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.

Style #	Suffixes
U404	MCC - MCC bypass
U4042	SS - Stainless Steel 304 *
	SS6 - Stainless Steel 316 *

Knockouts - Conduit Sizes
1W = 1/4"
2A = 1/2" - 1/4"
2G = 2 1/2" - 2"
4G = 2 1/2" - 2" - 1 1/2" - 1 1/4"
4J = 3 1/2" - 3" - 2 1/2" - 2"
4K = 4" - 3 1/2" - 3" - 2 1/2"

* Knockouts are not available in Stainless Steel (SS) finish

Knockout Layouts



Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.

Meter Main Loadcenters - With Optional MCC Bypass

400 Amp Max



U4041123MC (closed)



U4041123MC (open)



Application

- Combination meter/main/loadcenter with optional manual circuit closing (link type) bypass
- Factory installed breaker
- Receive ANSI C12.10 watthour meters
- Surface mount

Construction

- NEMA Type 3R
- ANSI 61 gray painted finish
- Aluminum snap ring included
- Removable door with sealing provision and lifting handles

Standards

- UL 67 Listed
- ANSI C12.7
- EUSERC 302

Part/UPC Number	Catalog Number	Max Amp Rating	Jaws	Service Type	Access	Voltage	Main Breaker					Loadcenter	Bypass
							AIC	Main	Provisions				
78205157072	U40411230MC	400	4	1Ø/3W	UG	120/240	22K	(1) 200A, 2P	(2) 100A		20/40	—	
78205157074	U40411230MCC	400	4	1Ø/3W	UG	120/240	22K	(1) 200A, 2P	(2) 100A		20/40	MCC	
78205119923	U4042208MC	400	4	1Ø/3W	UG	120/240	22K	(1) 200A, 2P	(1) 200A		8	—	
78205120682	U4042208MCC	400	4	1Ø/3W	UG	120/240	22K	(1) 200A, 2P	(1) 200A		8	MCC	
78205177210	U4042230MC	400	4	1Ø/3W	UG	120/240	22K	(1) 200A, 2P	(1) 200A		20/40	—	
78205177220	U4042230MCC	400	4	1Ø/3W	UG	120/240	22K	(1) 200A, 2P	(1) 200A		20/40	MCC	
78205177230	U404430MC	400	4	1Ø/3W	UG	120/240	22K	(1) 400A, 2P	—		30	—	
78205177240	U404430MCC	400	4	1Ø/3W	UG	120/240	22K	(1) 400A, 2P	—		30	MCC	

Part/UPC Number	Catalog Number	Connections			Overall Dimensions			Top Provision	Knockout Layout
		Line	Load	Neutral	Height	Width	Depth		
78205157072	U40411230MC	Studs	MCB	#6 - 250 MCM	38"	30"	6"	None	Fig. 1
78205157074	U40411230MCC	Studs	MCB	#6 - 250 MCM	38"	30"	6"	None	Fig. 1
78205119923	U4042208MC	Studs	MCB	#6 - 250 MCM	38"	30"	6"	None	Fig. 2
78205120682	U4042208MCC	Studs	MCB	#6 - 250 MCM	38"	30"	6"	None	Fig. 2
78205177210	U4042230MC	Studs	MCB	#6 - 250 MCM	38"	30"	6"	None	Fig. 1
78205177220	U4042230MCC	Studs	MCB	#6 - 250 MCM	38"	30"	6"	None	Fig. 1
78205177230	U404430MC	Studs	MCB	#6 - 250 MCM	47"	34"	6"	None	Fig. 3
78205177240	U404430MCC	Studs	MCB	#6 - 250 MCM	47"	34"	6"	None	Fig. 3

Class 320 Metering

Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.

Meter Main Loadcenters - With Optional MCC Bypass

400 Amp Max

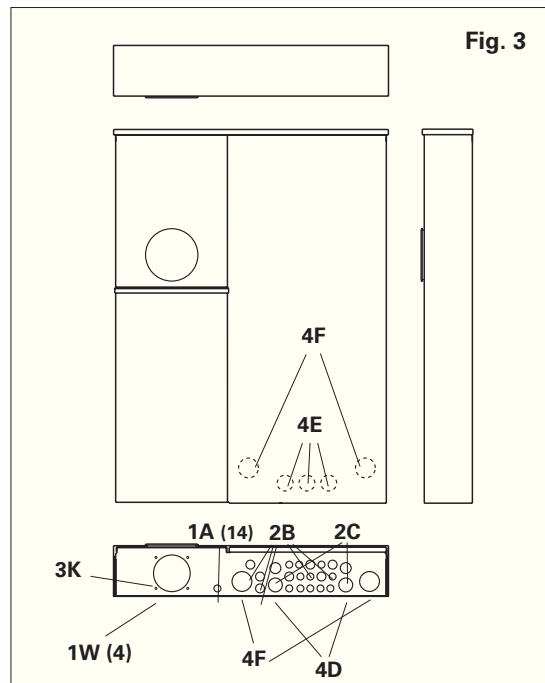
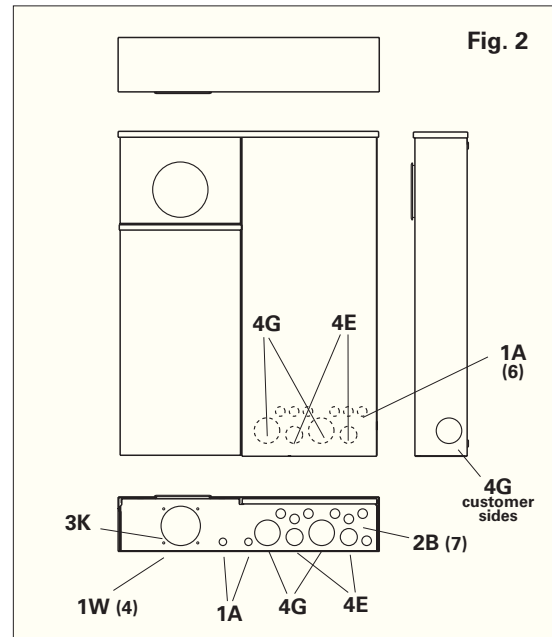
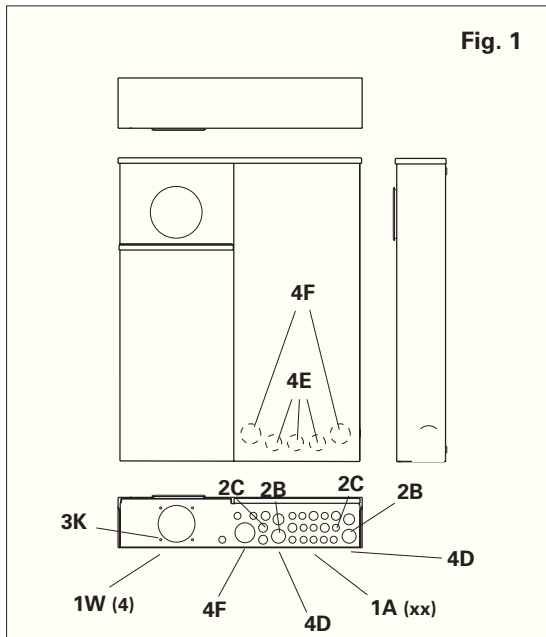
Style #	Suffixes
U404430	MC - No bypass
U4042208	MCC - MCC bypass
U4042230	SS - Stainless Steel 304 *
U40411230	SS6 - Stainless Steel 316 *

Knockouts - Conduit Sizes

1A = 1/2"
 2B = 3/4" - 1/2"
 2C = 1" - 3/4"
 4D = 1 1/4" - 1" - 3/4" - 1/2"
 4E = 1 1/2" - 1 1/4" - 1" - 3/4"
 4F = 2" - 1 1/2" - 1 1/4" - 1"
 4G = 2 1/2" - 2" - 1 1/2" - 1 1/4"
 3K = 4" - 3 1/2" - 3"
 1W = 1/4"

* Knockouts and top provisions are not available in Stainless Steel (SS) finish

Knockout Layouts



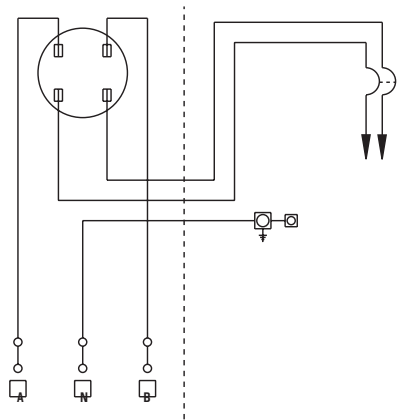
Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.

Main Breaker Data

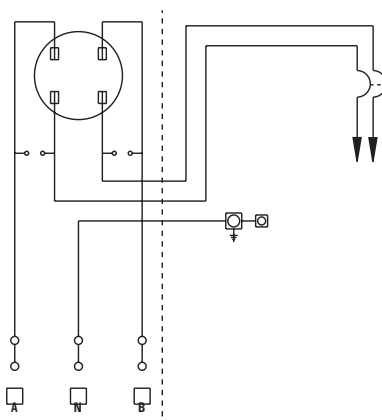
Catalog Number	B-Line Breaker #	Eaton Breaker #	ITE Breaker #	Ampacity	# of Poles	AIC
U404MC/MCC	36330	PDD32G0400TFAJ	—	400A	2P	22K
U4042MC/MCC	36332	CSR2200N	—	200A	2P	10K
U40411230MC/MCC	25585A		MBK200A	200A	2P	22K
U4042230MC/MCC	25585A		MBK200A	200A	2P	22K
U404430MC/MCC	25564F		JXD22B400	400A	2P	22K
U4042208MC	25585A		MBK200A	200A	2P	22K
U4042208MCC	25585A		MBK200A	200A	2P	22K

Breaker Provision Data

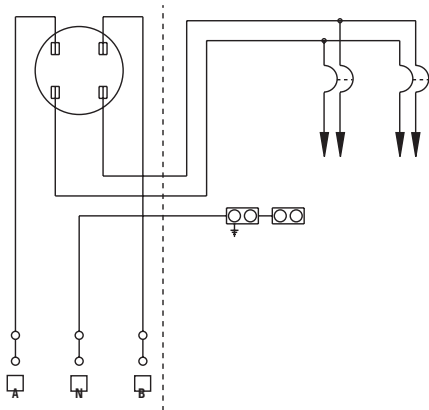
Catalog Number	B-Line Breaker #	ITE Breaker #	Ampacity	# of Poles	AIC
U40411230MC/MCC	25458P	Q2100	100A	2P	10K
U4042230MC/MCC	25583A	QN2200H	200A	2P	22K
	25582A	QN2200	200A	2P	10K
U4042208MC/MCC	25583A	QN2200H	200A	2P	22K
	25582A	QN2200	200A	2P	10K



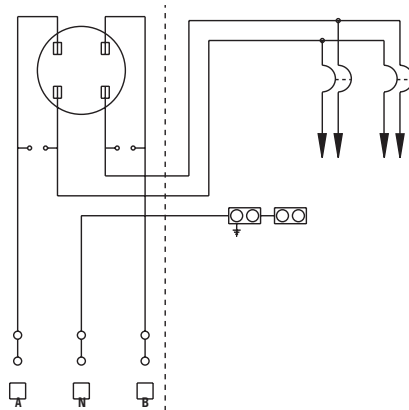
Catalog #
U404MC



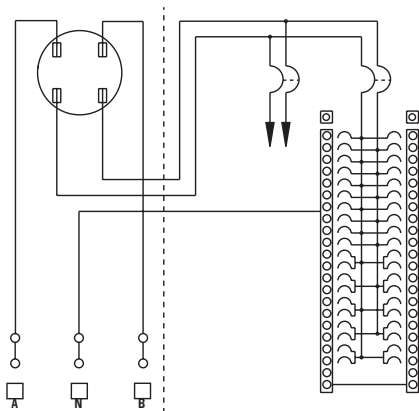
Catalog #
U404MCC



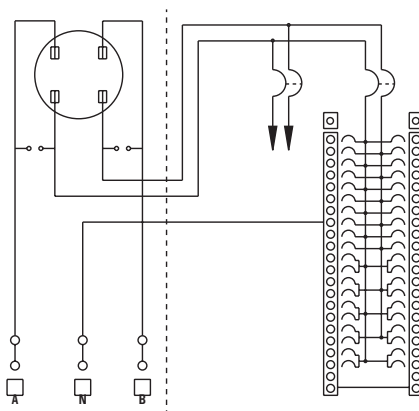
Catalog #
U4042MC



Catalog #
U4042MCC



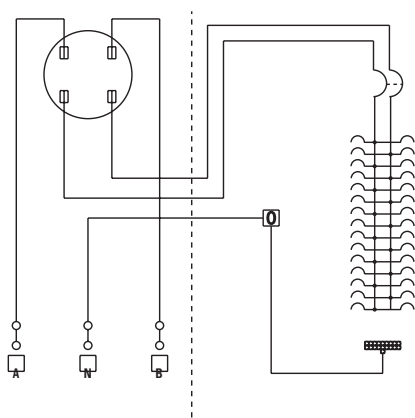
Catalog #
U404223MC



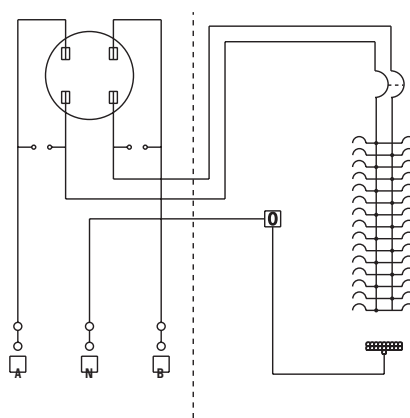
Catalog #
U404223MCC

Class 320 Metering

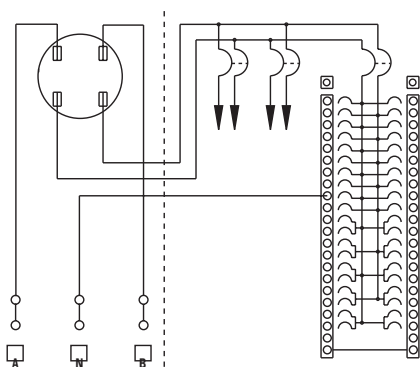
Data subject to change without notice. Consult local utility for area acceptance. All dimensions are in inches.



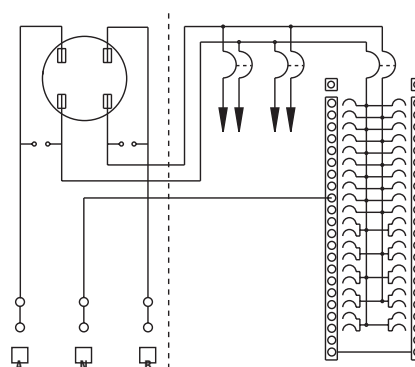
Catalog #
U404430MC



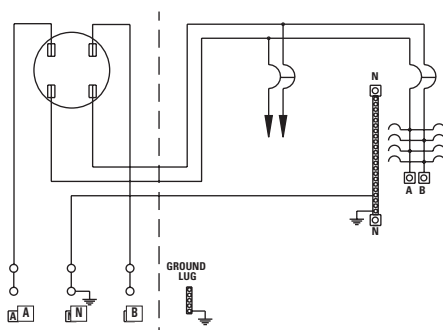
Catalog #
U404430MCC



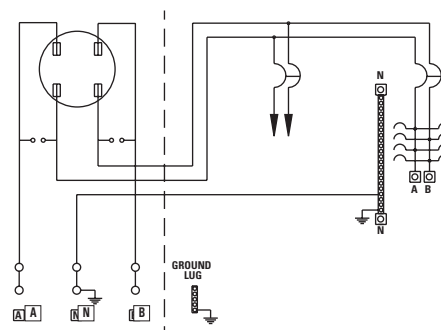
Catalog #
U40411230MC



Catalog #
U40411230MCC



Catalog #
U4042208MC



Catalog #
U4042208MCC

Cox Communications Drawings

30" x 48" BOX ASSEMBLY

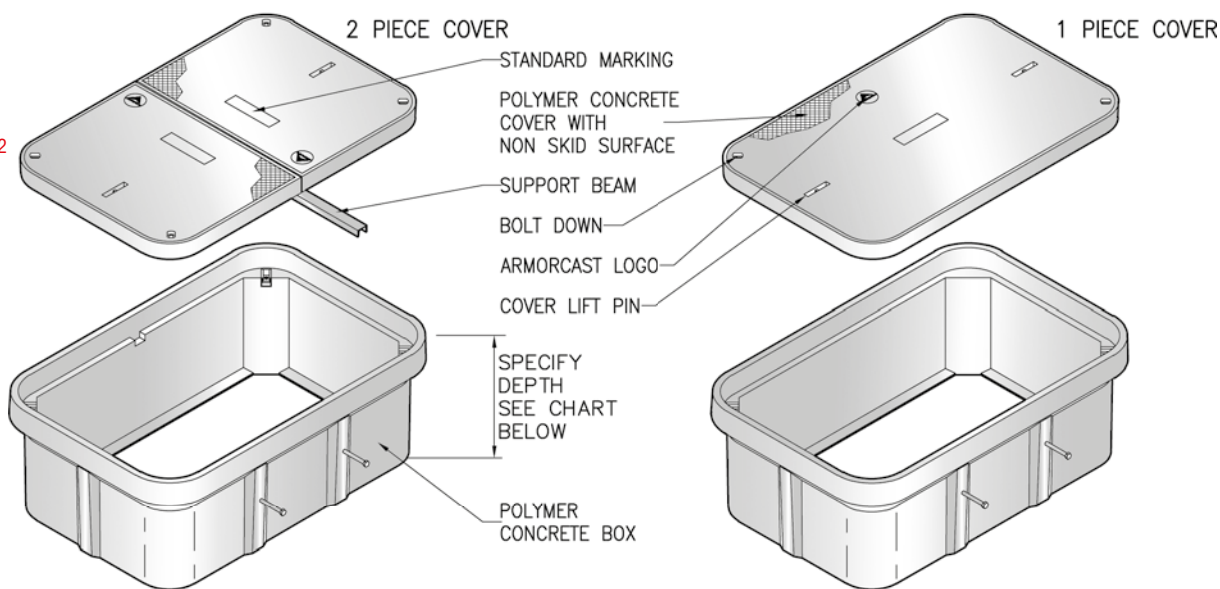
12" to 48" DEPTHS



POLYMER CONCRETE

ARMORCAST PRODUCTS COMPANY

A6001430



30"W x 48"L BOX ASSEMBLIES Specify Depth Below

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX. WEIGHT	PALLET QTY.
Box & Cover Assembly	30" x 48" x 12"	10K	8	A6001430APCX12	317 lbs.	5
	30" x 48" x 12"	20K	15 / 22	A6001430TAPCX12 / A6001430HDAPCX12	325 lbs.	5
Box & Cover Assembly	30" x 48" x 18"	10K	8	A6001430APCX18	377 lbs.	2
	30" x 48" x 18"	20K	15 / 22	A6001430TAPCX18 / A6001430HDAPCX18	385 lbs.	2
Box & Cover Assembly	30" x 48" x 24"	10K	8	A6001430APCX24	427 lbs.	3
	30" x 48" x 24"	20K	15 / 22	A6001430TAPCX24 / A6001430HDAPCX24	435 lbs.	3
Box & Cover Assembly	30" x 48" x 30"	10K	8	A6001430APCX30	498 lbs.	3
	30" x 48" x 30"	20K	15 / 22	A6001430TAPCX30 / A6001430HDAPCX30	506 lbs.	3
Box & Cover Assembly	30" x 48" x 36"	10K	8	A6001430APCX36	568 lbs.	1
	30" x 48" x 36"	20K	15 / 22	A6001430TAPCX36 / A6001430HDAPCX36	576 lbs.	1
Box & Cover Assembly	30" x 48" x 48"	10K	8	A6001430APCX48	663 lbs.	1
	30" x 48" x 48"	20K	15 / 22	A6001430TAPCX48 / A6001430HDAPCX48	671 lbs.	1

COMPONENTS

MORE COVER VARIATIONS ARE AVAILABLE IN OUR "COVER SECTION"

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX. WEIGHT	PALLET QTY.
Replacement Covers	30" x 48" - 1 pc.	10K	8	A6001630	146 lbs.	10
	30" x 48" - 1 pc.	20K	15 / 22	A6001630T / A6001630HD	180 lbs.	10
	30" x 48" - 2 pc.	10K	8	A6001470 (2 pc. Req.)	96 lbs. ea.	20
	30" x 48" - 2 pc.	20K	15 / 22	A6001470T / A6001470HD (2 pc. Req.)	100 lbs. ea.	20
Replacement Boxes	30" x 48" x 12"	10K / 20K	22	A6001430PCX12	137 lbs.	8
	30" x 48" x 18"	10K / 20K	22	A6001430PCX18	189 lbs.	2
	30" x 48" x 24"	10K / 20K	22	A6001430PCX24	265 lbs.	3
	30" x 48" x 30"	10K / 20K	22	A6001430PCX30	300 lbs.	3
	30" x 48" x 36"	10K / 20K	22	A6001430PCX36	371 lbs.	1
	30" x 48" x 48"	10K / 20K	22	A6001430PCX48	468 lbs.	1

- Boxes are Open Bottom and Stackable, also available with Solid Bottoms.
- For sizes not shown please contact Armorcast Products for more information

THIS PRODUCT IS LISTED TO APPLICABLE UL STANDARDS AND REQUIREMENTS BY UL.

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Tel: (818) 982-3600 Fax: (818) 982-7742



ARMORCAST PRODUCTS COMPANY

30" x 48" BOX ASSEMBLY

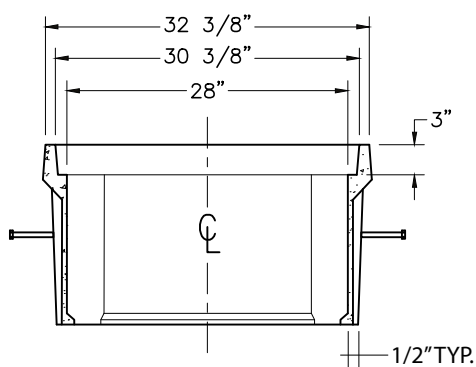
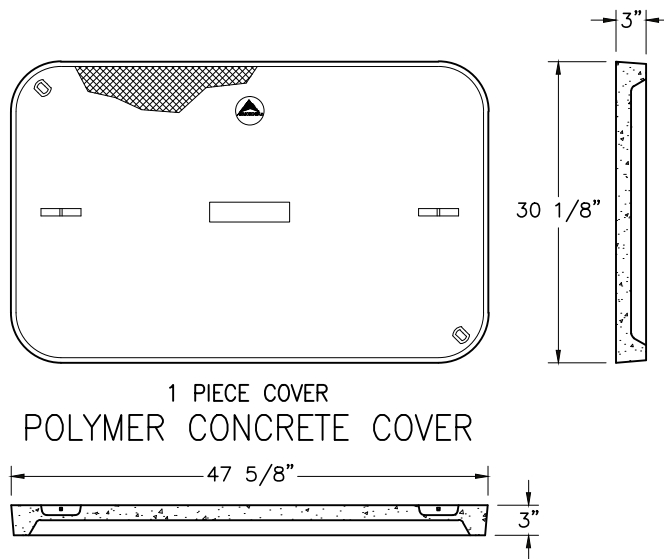
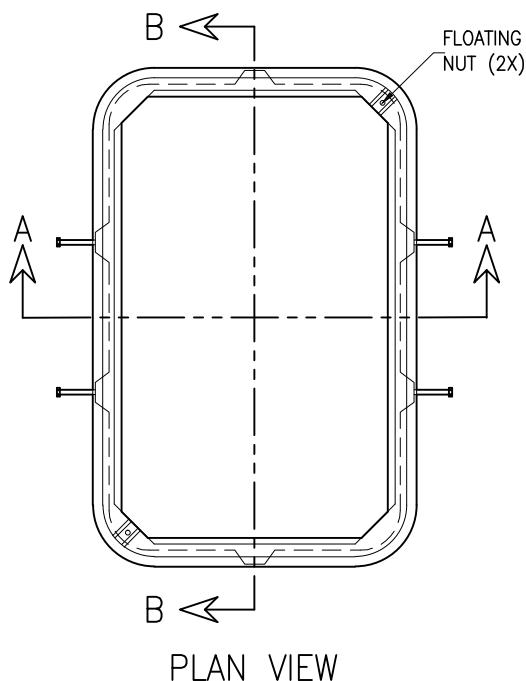
STANDARD DIMENSIONS

POLYMER CONCRETE

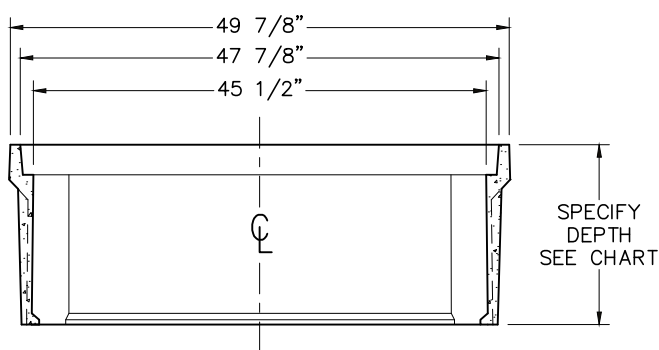
A6001430



LISTED
FILE #E364252



SECTION A-A



SECTION B-B

Armorcast Products Company reserves the right to update or discontinue product information at any time without notice.

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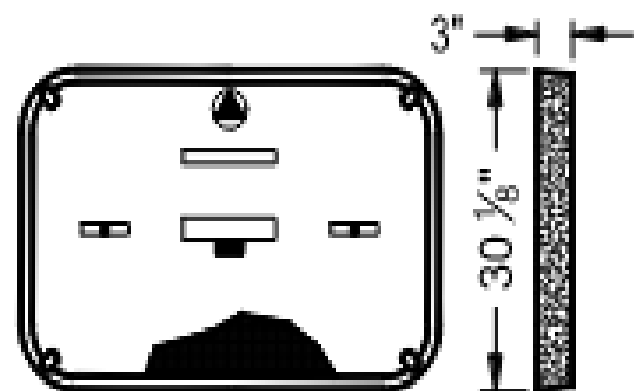
THIS PRODUCT IS LISTED TO APPLICABLE UL STANDARDS AND REQUIREMENTS BY UL.

Tel: (818) 982-3600 Fax: (818) 982-7742

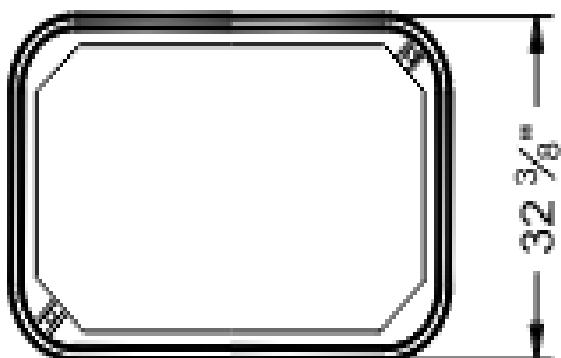
POLYMER CONCRETE
BOXES

Frontier Communications Drawings

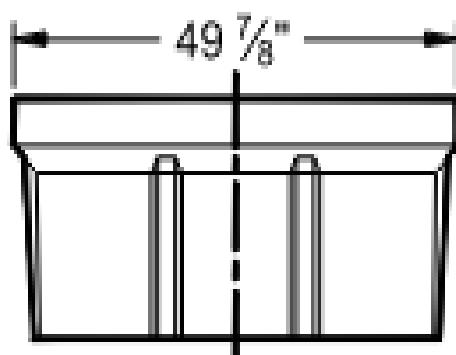
Crown Castle Communications Drawings



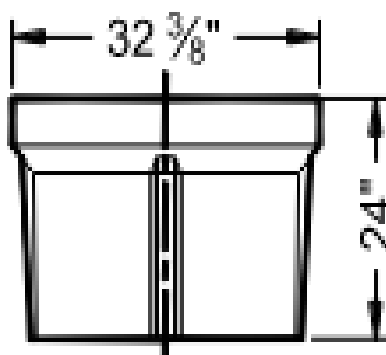
POLYMER CONCRETE COVER



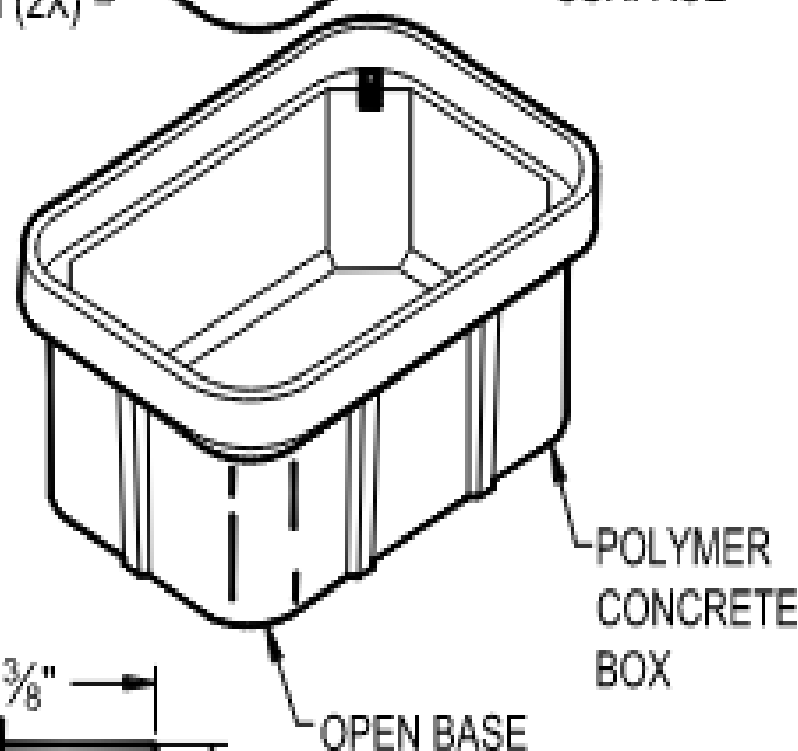
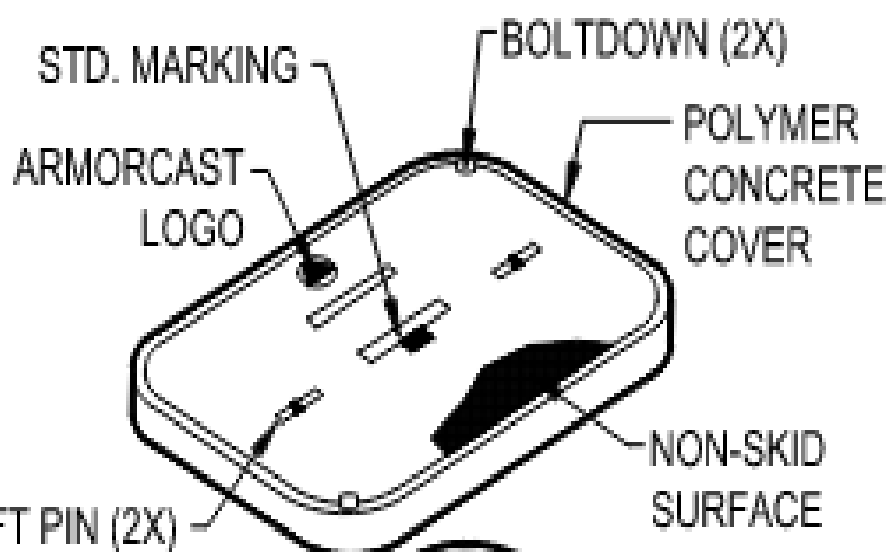
PLAN VIEW



SIDE VIEW



END VIEW



MODEL NO. A6001430APCX24

30"x48"x24"

POLYMER CONCRETE BOX & COVER ASSEMBLY

SCALE

N.T.S.

OSV Optimu Super Vent Pedestal (OSV2436, OSV2442)

OSV OPTIMUS SUPER VENT PEDESTAL

(OSV2436, OSV2442)



OSV2436



OSV2442

FEATURES

- OSV Super Vent designed to house fiber optic high-heat nodes
- Channell's UV Resistant Heat Dissipation Cover (HDC)
- 360 degrees access to working equipment
- Channell's Self-Locking system
- Molded lifting handle designed into the cover
- BULK's racking designed for cable management and securing splice enclosure
- Super-heavy duty node bracket for heavy-weight nodes

PRODUCT SUMMARY

Channell's Optimus Super Vent (OSV) Pedestal is a robust platform for protecting fiber optic nodes and is synonymous with reliability and performance in the outside plant environment. The OSV platform is a direct replacement to the SPH pedestal housings which have been the industry standard for many years.

Channell's Heat Dissipation Cover (HDC) is fully vented on all four sides and has an insulated attic area to help reduce costly node failures caused by overheating. The base is Channell's BULK vault body which features the highest performance standards in the industry.

BULK's racking designed for cable management and securing splice enclosure (G6 shown)

Channell's UV Resistant Heat Dissipation Cover (HDC)

Molded lifting handle designed into the cover

Channell's Self-Locking system



L01 Standard (P-Key)



LB1 LB Pattern



LH1 Hex Self-Lock

BULK Vault deflection brackets

360 degrees access to working equipment

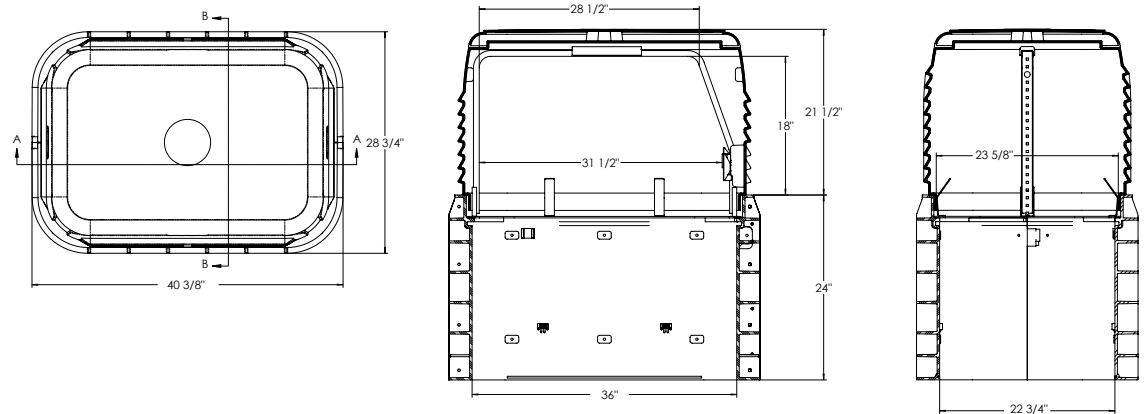


Free-breathing closures

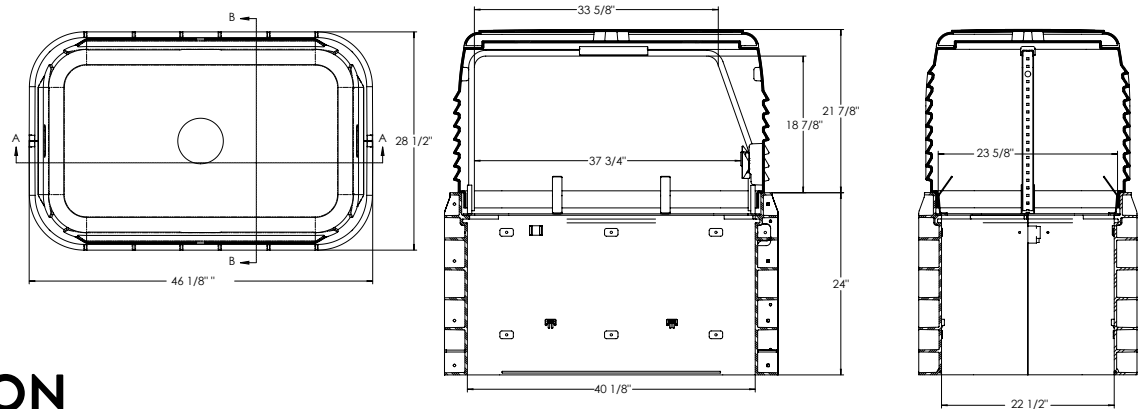


Lightweight ultra-strong vault body

OSV 2436 Dimensions

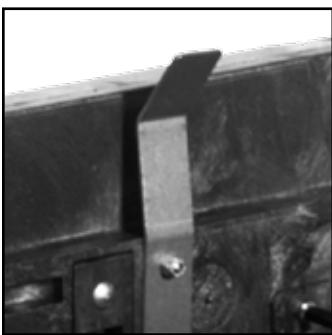


OSV 2442 Dimensions



APPLICATION

Channell's broadband products are known for their superior quality, but what sets the OSV apart from the competition is its true internal dimensions and proven heat performance. The BULK Vault's deflection brackets shown below prevent the pedestal from caving in over time due to snow loads and other environmental conditions. All of these features ensure the OSV will protect your fiber nodes for many years into the future.



(4) BULK Vault deflection brackets



90° Splice closure mounting

PART NUMBER MATRIX

		OSV	24 XX	XX	CX	BX	LXX
Optimus Super Vent							
Width							
Length							
	36	36 Inches Length					
	42	42 Inches Length					
Depth							
	24	24 Inches Depth					
	36	36 Inches Depth					
Color							
	C1	Light Green					
	C2	Beige					
	C3	Dark Green					
Bracket Option							
	B1	Fiber Node Bracket					
	B2	Super Heavy-Duty Fiber Node Bracket Option					
Locking Option							
	L01	Standard Self Lock (P-Key)					
	LB1	LB Pattern Self Lock					
	LH1	Hex Self Lock					



CHANNELL

Where The Industry Connects.

UNITED STATES: Channell Commercial Corporation, Temecula, CA, United States • Tel 800.423.1863 • Fax 951.296.2322

Channell Commercial Corporation, Rockwall, TX, United States • Tel 214.304.7800

CANADA: Channell Canada, Inc., Mississauga, ON, Canada • Tel 905.565.1700 • Fax 905.565.8282

EUROPE, MIDDLE EAST, AFRICA: Channell Ltd., Dartford, United Kingdom • Tel 44.1322.312590 • Fax 44.1322.508490

AUSTRALIA, ASIA, PACIFIC RIM: Channell Pty. Ltd., Seven Hills, NSW, Australia • Tel 61.2.8884.4111 • Fax 61.2.8814.8841

DEVELOPING LOCATION: Mexico City, D.F., Mexico

WORLDWIDE HEADQUARTERS: Channell Commercial Corporation • Tel 951.719.2600 • 26040 Ynez Road, P.O. Box 9022, Temecula, CA 92589-9022, United States

www.channell.com

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Signature Pedestal Housing (SPH1420)

SIGNATURE PEDESTAL HOUSING (SPH)

SPH1420



Signature Pedestal Housing Series active equipment enclosures are designed to accommodate the increasing size and complexity of broadband electronic equipment and to assure adequate room for proper mounting of both active and passive equipment, SPH Series enclosures also accommodate all off-premise addressable and active equipment. A wide array of mounting options permit the proper mounting of virtually all coaxial and fiber optic broadband equipment used throughout the world.

FEATURES

- To prevent rust and deterioration, brackets are protected with 3M Powder Coating
- Feature Channell's Heat Dissipation Cover (HDC) that are vented to keep electronic equipment cool
- Covers enhance the longevity and reliability of active equipment, resulting in lower maintenance and replacement costs
- Available with Insect Vents
- Self-Lock™ Security System

PART NUMBER MATRIX

	SPH	1420	6	CX	BX	LXX	AXX
Signature Pedestal Housing							
Width							
Depth							
Cover Type							
6 600 Series							
Color							
C1 Light Green C2 Beige C3 Dark Green C4 Brown C5 Grey C6 Granite C7 Sandstone C8 Red Brick C17 Purple K1 Charcoal K3 Dark/Royal Blue K5 Medium Blue							
Bracket Option							
B0 No Bracket B1 MB-8364, 0450, 0446, 8150 B3 MB-8364, 0450, 0446 & 8150 (Dual) B5 MB-8150/MB-8382 B9 MB-8314 (Dual) & 0450 BA MB-0610 BB MB-0609 BC MB-0608 BD MB-0605 BF WiFi Bracket, 2 Vertical Rods							
Locking Option							
L01 Standard Self Lock (P-Key) LB1 LB Pattern Self Lock LH1 Hex Self Lock L00 Standard Self Lock with hasp assembly							
Adder/Option							
A00 Non-Vented Cover A08 Cover w/Anti-Insect (Dual Cut) Vents A39 Condensation Vented Cover A69 Dual Cut Venting w/4 Winterized Drop Holes							



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Grade Level Box Bulk 3 Series



TECHNICAL SPECIFICATIONS

Grade Level Box BULK ③ Series

24"/608 mm depth



18"/457 mm depth

Now with  Covers

FEATURES

- Upgradeable
- Lightweight/Strong (TIER 22)
- Patented Anti-Slip Technology
- Anti-Seize Bolt Technology
- Industry Leader in Anti-Trip Hazard Prevention
- Superior Fatigue Resistance (EST)[™]
- Vertical and Horizontal Rib Design
- Embedded Vertical Racking
- Reduced Installation Cost
- Highest Load Rating to Weight Ratio in the Industry

TESTING CRITERIA

Covers meet or exceed:

- EST[™] 3 Million Cycles
- Telcordia GR-902-CORE
- Western Underground Committee Guide 3.6
- ANSI/SCTE 77 2013-TIER 22
- EN124 Class A15/B125

Bodies meet or exceed:

- Telcordia GR-902-CORE
- Western Underground Committee Guide 3.6
- ANSI/SCTE 77 2013-TIER 22
- EN124 Class A15/B125/C250
- ASTM-457
- AASHTO M-306 (H-20/25)
- AS3996-Class B/C

PRODUCT SUMMARY

With over 90 years experience in global (OSP) infrastructure, Channell has developed the most advanced pit and chamber technology in the world! Channell's BULK and SHIELD patented designs with the complement of SUPER BULK for roadway applications offer global users, consumer, and craft installers safety benefits never before contemplated, but critical when considering new global health and safety standards.

BULK's lightweight design increases installation efficiencies while improving overall body weight carrying load capacities versus concrete, polymer concrete, and many other body materials. Reduction of BULK's body weight protects the safety of installers while shortening installation times. Additionally, with BULK bodies, cutting ducts in the field produces no harmful dust contaminants which could lead to installer respiratory issues.

All SHIELD covers meet or exceed 33,750 pound-force or 150 kilonewtons in strength. They never break and offer a lid weight reduction over concrete and polymer concrete of 50%, and over 70% when compared to cast iron. SHIELD's lighter weight design cover reduces craft injuries while improving health and safety specifications.

Consumers also benefit from SHIELD's patented anti-slip design and anti-trip features. SHIELD's cover tread design raises global industry standards by offering 20% greater slip resistance when compared to concrete, polymer concrete, steel or cast iron covers. SHIELD meets and exceeds Australia AS4586 skid specification, the highest global standard in the world!

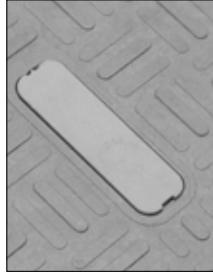
Overall, BULK's strength in combination with Channell's SHIELD covers offers a universal solution to meet and exceed every company's needs. Safety always comes first, and that's why BULK and SHIELD are tested to the highest standards available in the global market and Channell is proud to have pioneered Endurance Stress Testing (EST™) which analyzes cover fatigue in the field. EST™ provides essential data on the life expectancy of a SHIELD lid in the field and confirms its potential life expectancy. Product design, product innovation, safety attributes, and new manufacturing technology is why global customers are specifying Channell's BULK and SHIELD products for their new OSP infrastructure requirements.



STANDARD FEATURES



Anti-Slip Tread Design



Anti-Trip Cover



Recessed Lifting Pin
with Cover



Non-Seizing Bolt System
Allows Field Replacement



Flush Mounted Sidewall Racks
Increase Usable Space



Mounting Studs



Logo Puck
(Custom Options Available)



Winterized Cable
Drop Slide

OPTIONAL FEATURES



L-Bolt Security System
(SHIELD Cover Shown)



Marker Locator Device



Swing-Arm with Butterfly
Mounting Plate



Cable Hook
Bracket



Step Bracket
with Wedge

Design and specifications may vary.

THE NEW SOLUTION

Split and Pedestal
Mount Available

3 covers

Composite Ring
Optional

1 body



HDPE Plastic Cover
Light Duty 3,000 lbf (13.5 kN)



Composite Cover
33,750 lbf (150kN)



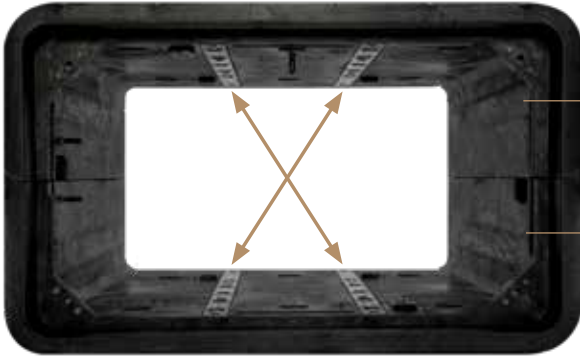
Ductile Iron Cover and Ring
56,200 lbf (250 kN)



BULK Vault Body
60,000 lbf (267 kN)

SPECIFICATION	PROOF LOAD	PRODUCTS
AMERICAS	STANDARDS	
Pedestrian/Light Duty	3,000 lbf (13.5 kN)	
ANSI/SCTE 77 TIER 22	33,750 lbf (150 kN)	
AASHTO M-306-10 H 20	40,000 lbf (178 kN)	
AASHTO M-306-10 H 25	50,000 lbf (222.4 kN)	
ASTM-457	46,000 lbf (205 kN)	
EMEA	STANDARDS	
Pedestrian/Light Duty	2,250 lbf (10 kN)	
EN 124 Class B125	28,100 lbf (125 kN)	
EN 125 Class C125	56,200 lbf (250 kN)	
APAC	STANDARDS	
Pedestrian/Light Duty	3,370 lbf (15 kN)	
AS3996-Class B	18,000 lbf (80 kN)	
AS3996-Class C	33,750 lbf (150 kN)*	

BODY DESIGN



Straight wall design improves lid load strength.

Flush mounted racks enhance sidewall and vertical strength of pit while increasing usable space.

Ribbed sidewall design secures body into backfill soil and eliminates sidewall deflection.



HDPE bodies provide easy field alteration while eliminating water absorption and material degradation while maintaining structural integrity, and eliminating toxic fiberglass dust.

BODY SPECIFICATIONS

Cover Weight	26 lbs	[12 kg]
Pit Weight	63 lbs	[29 kg]
Assembled Weight	89 lbs	[41 kg]

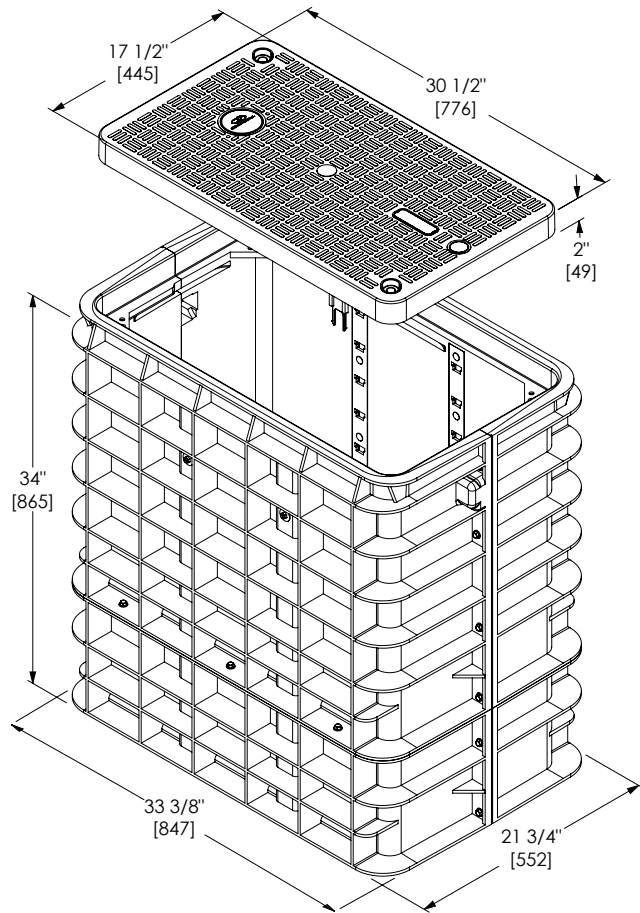
Drawing shown with



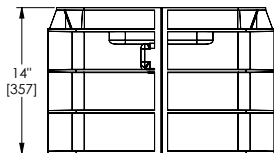
Composite Cover



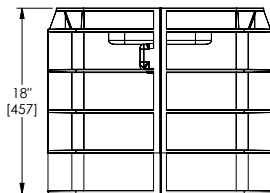
BULK 3 Vault Body
34" [865 mm] Depth
Shown



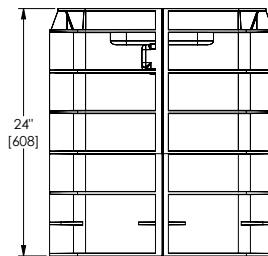
ADDITIONAL BODY DEPTHS



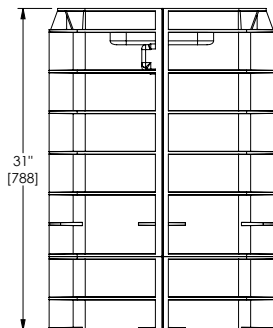
25 lbs [11 kg]



30 lbs [14 kg]



45 lbs [20 kg]



57 lbs [26 kg]



UNITED STATES
214.304.7800

CANADA
905.565.1700

EUROPE, MIDDLE EAST, AFRICA
44.1322.312590

AUSTRALIA, ASIA, PACIFIC RIM
61.2.8884.4111

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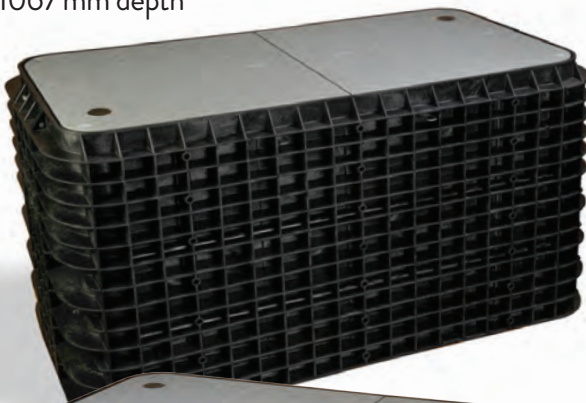
Grade Level Box Bulk 9 Series



TECHNICAL SPECIFICATIONS

Grade Level Box BULK ⑨

42"/1067 mm depth



36"/914 mm depth

Now with  Covers

FEATURES

- Upgradeable
- Lightweight/Strong (TIER 22)
- Patented Anti-Slip Technology
- Anti-Seize Bolt Technology
- Industry Leader in Anti-Trip Hazard Prevention
- Superior Fatigue Resistance (EST)[™]
- Vertical and Horizontal Rib Design
- Embedded Vertical Racking
- Reduced Installation Cost
- Highest Load Rating to Weight Ratio in the Industry

TESTING CRITERIA

Covers meet or exceed:

- EST[™] 3 Million Cycles
- Telecordia GR-902-CORE
- Western Underground Committee Guide 3.6
- ANSI/SCTE 77 2013-TIER 22
- EN124 Class B125

Bodies meet or exceed:

- Telecordia GR-902-CORE
- Western Underground Committee Guide 3.6
- ANSI/SCTE 77 2013-TIER 22
- EN 124 Class B125/C250
- ASTM-457
- AASHTO M-306 (H-20/25)
- AS3996-Class B/C

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Overall, BULK’s strength in combination with Channell’s SHIELD covers offers a universal solution to meet and exceed every company’s needs. Safety always comes first, and that’s why BULK and SHIELD are tested to the highest standards available in the global market and Channell is proud to have pioneered Endurance Stress Testing (EST™) which analyzes cover fatigue in the field. EST™ provides essential data on the life expectancy of a SHIELD lid in the field and confirms its potential life expectancy. Product design, product innovation, safety attributes, and new manufacturing technology is why global customers are specifying Channell’s BULK and SHIELD products for their new OSP infrastructure requirements.

STANDARD FEATURES



Anti-Slip Tread Design



Anti-Trip Cover



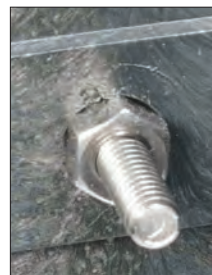
Recessed Lifting Pin with Cover



Non-Seizing Bolt System Allows Field Replacement



Flush Mounted Sidewall Racks Increase Usable Space



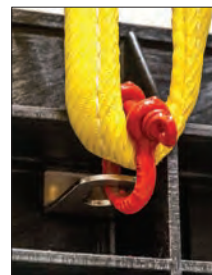
Mounting Studs



Logo Puck (Custom Options Available)



Winterized Cable Drop Slide



4 Lifting Points



8 Multiple Conduit Points at Each End

OPTIONAL FEATURES



L-Bolt Security System (SHIELD Cover Shown)



Marker Locator Device



Swing-Arm with Butterfly Mounting Plate



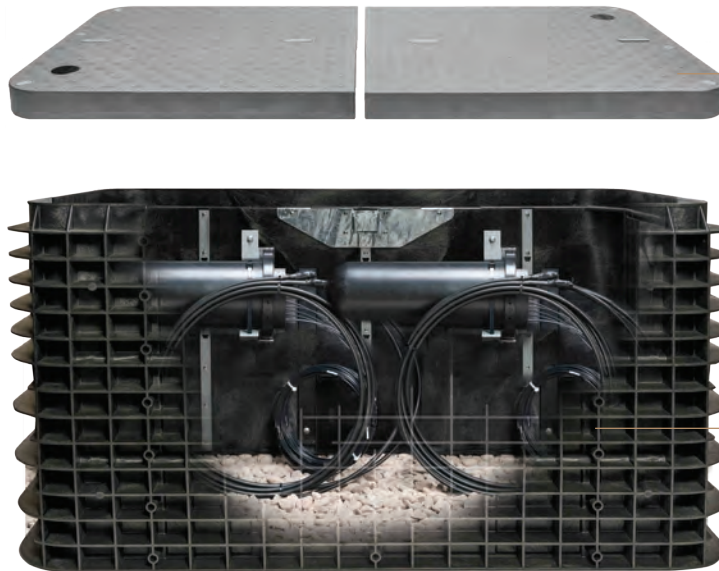
Cable Hook Bracket



Step Bracket with Wedge

Design and specifications may vary.

THE NEW SOLUTION



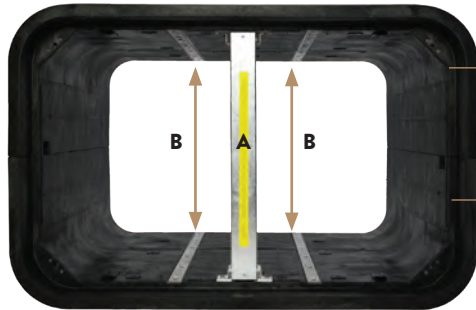
Composite Cover
33,750 lbf (150 kN)



BULK Vault Body
60,000 lbf (267 kN)

SPECIFICATION	PROOF LOAD	PRODUCTS
AMERICAS	STANDARDS	
ANSI/SCTE 77 TIER 15	22,500 lbf (100 kN)	 
ANSI/SCTE 77 TIER 22	33,750 lbf (150 kN)	 
EMEA	STANDARDS	
Pedestrian/Light Duty	2,250 lbf (10 kN)	 
EN 124 Class B125	28,100 lbf (125 kN)	 
APAC	STANDARDS	
Pedestrian/Light Duty	3,370 lbf (15 kN)	 
AS3996-Class B	18,000 lbf (80 kN)	 
AS3996-Class C	33,750 lbf (150 kN)	 

BODY DESIGN



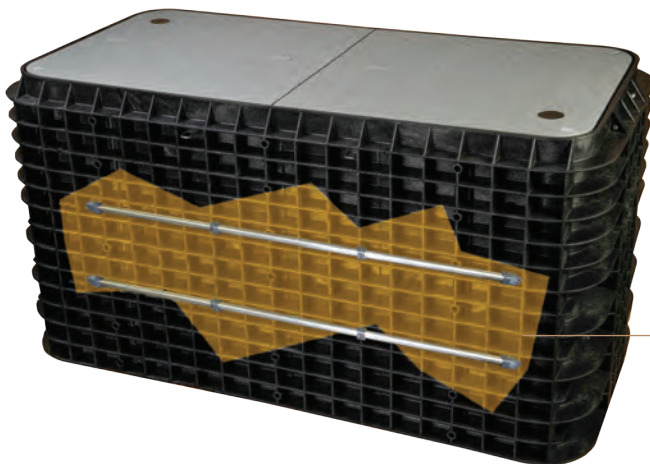
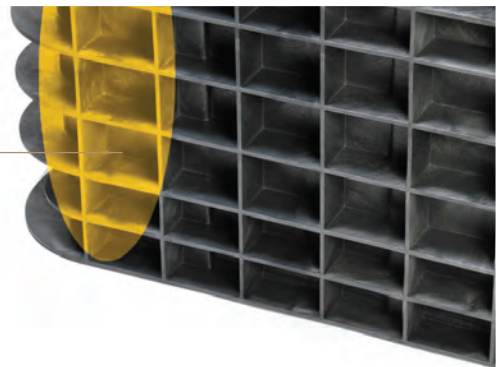
A Crossbar Support

B Standard flush mounted sidewall racks

Straight wall design improves lid load strength.

Flush mounted racks enhance sidewall and vertical strength of pit while increasing usable space.

Ribbed sidewall design secures body into backfill soil and eliminates sidewall deflection.

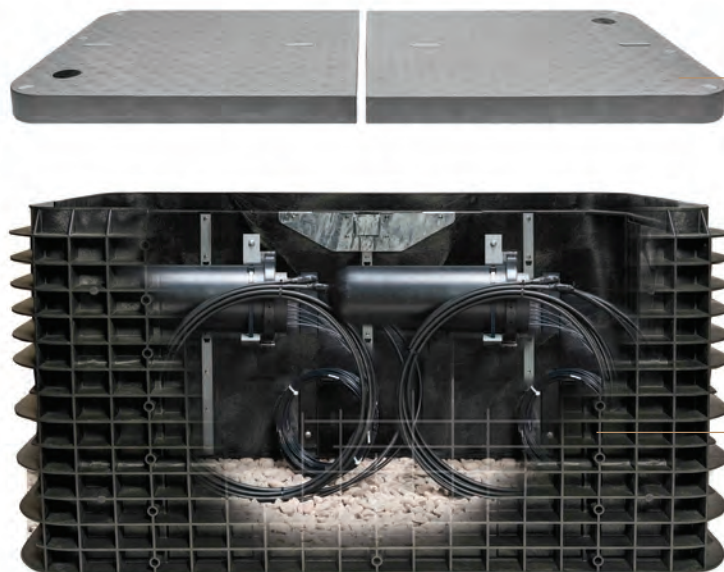


Stainless steel tube is constructed into sidewall of pit to prevent sidewall deflection on BULK bodies 18" (457 mm) and deeper.

HDPE bodies provide easy field alteration while eliminating water absorption and material degradation while maintaining structural integrity, and eliminating toxic fiberglass dust.



THE NEW SOLUTION



Composite Cover
33,750 lbf (150 kN)



BULK Vault Body
60,000 lbf (267 kN)

SPECIFICATION	PROOF LOAD	PRODUCTS
AMERICAS	STANDARDS	
ANSI/SCTE 77 TIER 15	22,500 lbf (100 kN)	 
ANSI/SCTE 77 TIER 22	33,750 lbf (150 kN)	 
EMEA	STANDARDS	
Pedestrian/Light Duty	2,250 lbf (10 kN)	 
EN 124 Class B125	28,100 lbf (125 kN)	 
APAC	STANDARDS	
Pedestrian/Light Duty	3,370 lbf (15 kN)	 
AS3996-Class B	18,000 lbf (80 kN)	 
AS3996-Class C	33,750 lbf (150 kN)	 

Design Plans

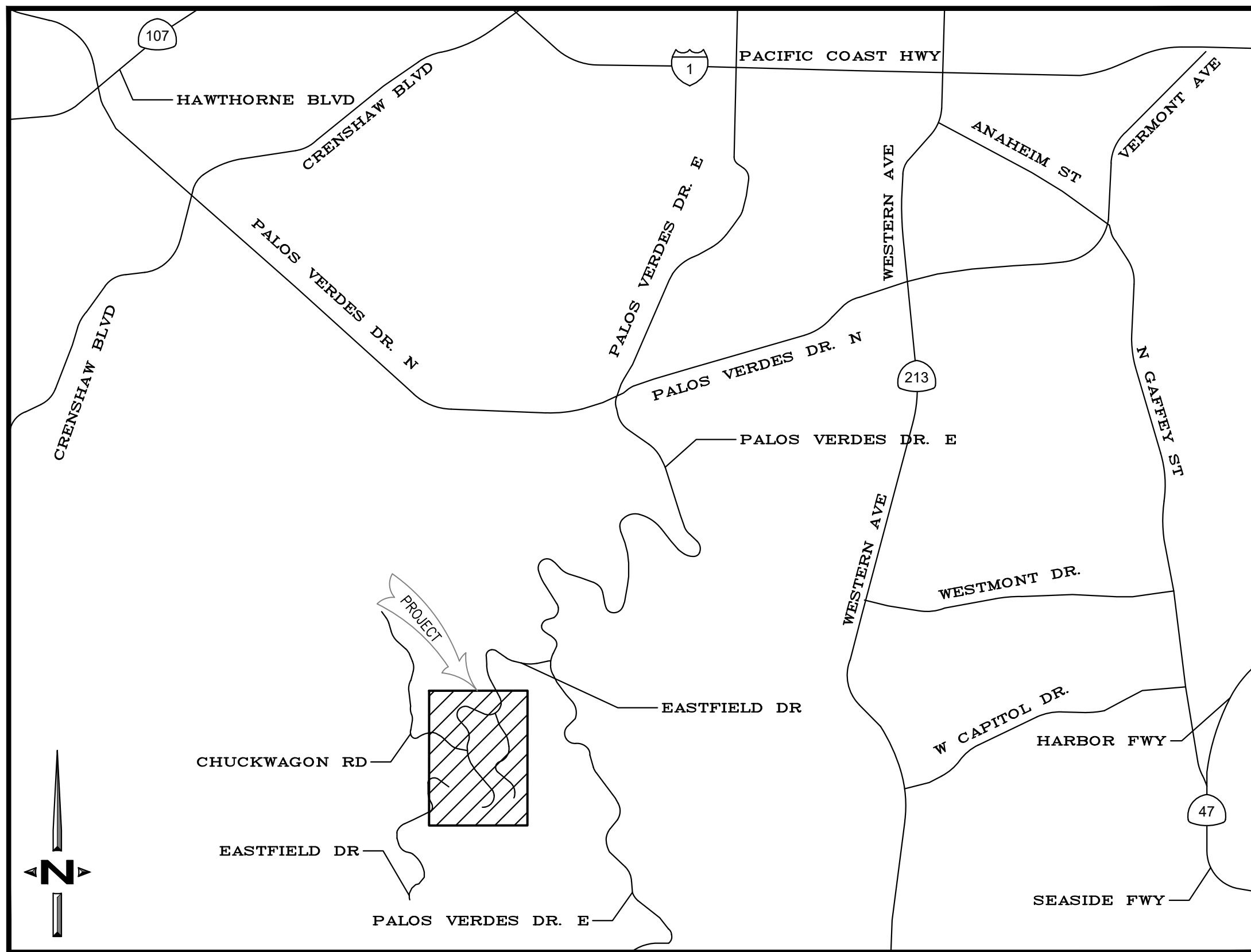
City of Rolling Hills, 2QQ-RULE 20B INSTALL UG STATLER 16KV WALTERIA SUB

Project No. 2025-02.

1. Ampirical Engineering Construction Plans for Issued Bid
2. Southern California Edison
3. COX Communications
4. Frontier Communications
5. Crown Castle

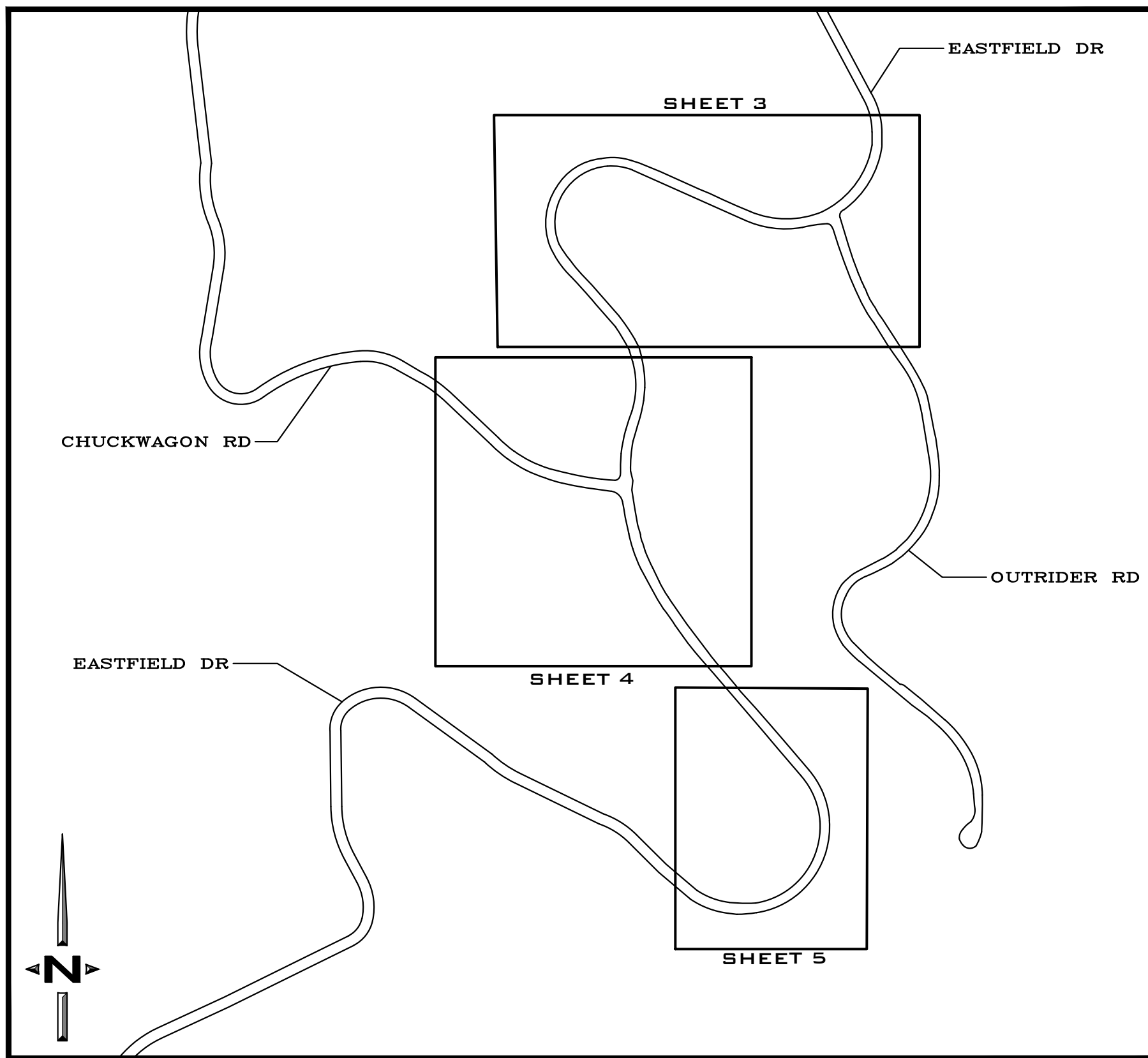
Ampirical Engineering

CITY OF ROLLING HILLS

TD2111184 2QQ RULE 20B INSTALL UG
STATLER 16KV % WALTERIA SUB

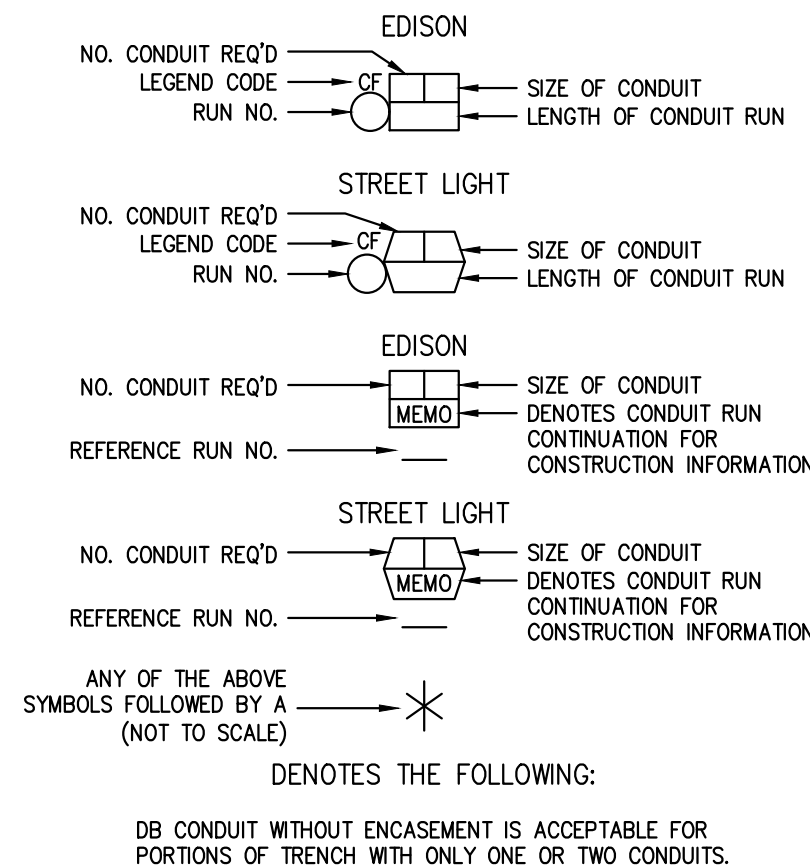
VICINITY MAP

NO SCALE



INDEX MAP

NO SCALE

LEGEND OF CONDUIT SYMBOLS
(CONVENTIONAL U.G.)

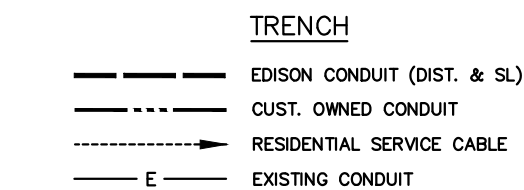
DENOTES THE FOLLOWING:

DB CONDUIT WITHOUT ENCASUREMENT IS ACCEPTABLE FOR PORTIONS OF TRENCH WITH ONLY ONE OR TWO CONDUITS.

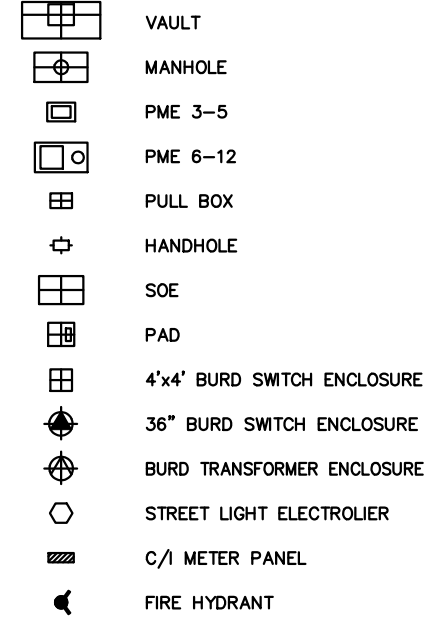
SEMI-ENCASUREMENT IS REQUIRED FOR PORTIONS OF TRENCH WITH ONLY THREE OR FOUR CONDUITS

FULL ENCASUREMENT IS REQUIRED FOR PORTIONS OF THE TRENCH WITH MORE THAN FOUR CONDUITS.

LEGEND OF DRAFTING SYMBOLS



STRUCTURES



CONCRETE PRODUCTS

Precast concrete item complete with neck. Cover and inserts may be obtained from any of the following listed and approved manufacturers:

JENSEN PRECAST
14221 San Bernardino Ave., Fontana, Calif. 92335
Phone: (909) 350-4111
(800) 257-6100OLDCASTLE PRECAST
10650 Hemlock Ave., Fontana, Calif. 92337
Phone: (909) 428-3700
(800) 626-3860

FOR HANDHOLE AND PULLBOX MANUFACTURERS, SEE UGS HP 200.

CONNECTING TO EXISTING SCE STRUCTURES

- Per SCE requirements, customers are not allowed to enter, intercept or tie-in to existing SCE facilities; e.g. structures, equipment, multi-conduit runs/banks, or conductors. These facilities may be energized and the work will only be performed by SCE. Contact the appropriate SCE Inspector to schedule an appointment. Customers may connect to an existing conduit stub without a SCE Inspector present.
- Multi-conduit runs/banks are runs of conduit in close proximity to each other and other SCE facilities. A conduit stub is a single empty conduit stub that is not in close proximity to other SCE owned facilities. Refer to the work order map for details.
- Per CPUC/SCE's Rule 15 B.1.A and Rule 16 D.1.A., the customer will provide all necessary excavations (with the exception of excavation under pads and primary splice boxes), material (including conduit and structures) and encasement, to be utilized in the intercept/tie-in process.
- The customer must adhere to all applicable Cal-OSHA, local, city, state and federal regulations, (including, but not limited to, all necessary shoring and traffic control in place to perform the intercept/tie-in work by SCE's underground civil contractor(s)).
- Intercept/tie-in work must be coordinated with SCE's civil contractors through the Division Inspector/P-Spec to limit exposure of excavation(s). Customer is responsible for securing excavation(s).

Applicants expressly represent and warrant that all work performed and all material used in meeting Applicants' obligations herein are free from defects in workmanship and are in conformity with Southern California Edison Company's requirements. This warranty shall commence upon receipt by Applicants of the Company's final acceptance and shall expire one year from that date. Applicants agree to promptly correct to the Company's satisfaction and that of any governmental agency having jurisdiction and at Applicants' expense any breach of this warranty which may become apparent through inspection or operation of underground electric system by the Company during this warranty period.

CUSTOMER-OWNED CONDUIT MATERIAL* AND CONCRETE ENCASUREMENT ARE TO BE INSTALLED IN ACCORDANCE WITH EDISON ELECTRICAL SERVICE REQUIREMENTS.

*SUBJECT TO APPROVAL BY LOCAL INSPECTION AUTHORITIES

WARNING

THE EXCAVATOR MUST TAKE ALL STEPS NECESSARY TO AVOID CONTACT WITH UNDERGROUND FACILITIES WHICH MAY RESULT IN INJURY TO PERSONS OR DAMAGE TO FACILITIES IN THE AREA. THE INDICATED LOCATIONS OF EDISON UNDERGROUND FACILITIES, AS PROVIDED, ARE BELIEVED TO BE ACCURATE, HOWEVER, THE FINAL DETERMINATION OF EXACT LOCATIONS AND THE COST OF REPAIR TO DAMAGED FACILITIES IS THE RESPONSIBILITY OF THE EXCAVATOR.

NOTE:

ALL ELECTRICAL DUCTS AND STRUCTURES WILL CONFORM TO GENERAL ORDER #128 (RULES FOR CONSTRUCTION OF UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION PRESCRIBED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, JANUARY 2006).

WHERE CONDUITS ARE PICKED UP OR INTERCEPTED, CONDUIT SHALL BE MANDEILLED AND PULL ROPE INSTALLED FROM TERMINAL TO TERMINAL.

TIE-IN MADE INTO A SECONDARY HANDHOLE

If PVC conduit is used, riser bend installation may be made by the customer with prior SCE approval. Customer not to remove handhole cover. If metallic conduit is used or handhole cover needs to be removed, a SCE Qualified Person must be present.

UNDERGROUND SERVICE ALERT

Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact

FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG



CONSTRUCTION NOTES:

UNLESS OTHERWISE SPECIFIED ON THE WORKING DRAWING WHICH FORMS A PART OF THE SPECIFICATION, THE CONTRACTOR/DEVELOPER SHALL FURNISH THE FOLLOWING ITEMS AT NO COST TO THE EDISON COMPANY.

SOUTHERN CALIFORNIA EDISON COMPANY HAS ATTEMPTED TO CORRECTLY SHOW ALL EXISTING UTILITIES AND SUBSTRUCTURES IN THE VICINITY OF THE WORK, BUT DOES NOT GUARANTEE THERE ARE NO OTHER SUBSTRUCTURES IN THE AREA. FAILURE OF SCE TO SHOW ALL SUBSTRUCTURES IN THEIR CORRECT LOCATION WILL NOT BE A BASIS FOR A CLAIM FOR EXTRA WORK, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO SUBSTRUCTURES WHETHER SHOWN OR NOT.

- FOR GENERAL SPECIFICATIONS SEE UGS G 001.
- CONDUIT:
 - a. MINIMUM COVER IN STREET OR PARKWAY IS 30" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
 - b. MINIMUM COVER ON PRIVATE PROPERTY IS 30" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
 - c. CONTRACTOR IS TO FURNISH AND INSTALL APPROVED CONDUIT TO EDISON SPECIFICATIONS PER UGS CD 100.1, 110 AND 120.
 - d. FOR THE TYPE OF CONDUIT FOR THIS JOB, SEE UGS CD 110.1.
 - e. INSTALL ALL RISERS PER UGS CD 150.1, 151, 152 AND 170.
 - f. CAP ALL MANLINE CONDUITS PER UGS CD 148 AND SERVICE CONDUITS PER UGS CD 150.
 - g. INSTALL BLANK CONDUIT PLUGS IN ALL CONDUITS TERMINATING INTO VAULTS, MANHOLES, PM'S, SOE'S & ALL CAP LOCATIONS, PER UGS CD 180.1 & UGS CD 180.2.
 - h. INSTALL PULL ROPE IN ALL CONDUIT RUNS. PULL ROPE TO BE AT LEAST 3/8" POLYPROPYLENE ROPE, BRAIDED OR TWISTED. FOR SPECIFICATIONS, APPROVED MAKES AND SUPPLIERS, SEE UGS G 040.
 - i. ALL CONDUIT MUST BE MANDEILLED WITH THE APPROVED MANDREL UGS CD 197.
- CONDUIT RADIUS REQUIREMENTS:
 - a. THE MINIMUM RADIUS FOR BENDS ARE:
 - 36" FOR CONDUITS 3" IN DIAMETER OR SMALLER
 - 48" FOR CONDUITS 4" AND 5" IN DIAMETER
 - 60" FOR 6" DIAMETER CONDUIT
 - b. THE MINIMUM RADIUS FOR ALL MANLINE CONDUITS IS 12'-6" (UNLESS NOTED OTHERWISE).
- EXCAVATION AND BACKFILL:
 - a. WORK AREA SHALL BE CLEARED AND ROUGH GRADED TO WITHIN FOUR INCHES OF FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
 - b. ALL EXCAVATIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STATE CONSTRUCTION SAFETY ORDERS (WHEN APPLICABLE), EDISON SPECIFICATIONS, AND ALL GOVERNING LOCAL ORDINANCES.
 - c. EACH TRENCH TO BE A UNIFORM DEPTH BELOW FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
 - d. BACKFILL SHALL BE PROVIDED BY THE CONTRACTOR FOR ALL EXCAVATIONS AND SHALL INCLUDE CRUSHED ROCK, CONCRETE, AND/OR IMPORTED BACKFILL, WHEN REQUIRED.
 - e. BACKFILL WITH A MINIMUM OF ONE SACK PER YARD SAND CEMENT SLURRY AROUND AND OVER VAULTS AND MANHOLES PER UGS G 030, SECTION 6.4 AND AROUND PM'S WITHIN ONE FOOT OF FINISHED GRADE, PER UGS SS 590.1.
 - f. BACKFILL PER EDISON SPECIFICATIONS, SHALL IMMEDIATELY FOLLOW CONDUIT OR SUBSTRUCTURE INSTALLATION. AT NO TIME SHALL CONDUIT BE LEFT EXPOSED OVER 24 HOURS.
 - g. NO ROCKS ARE ALLOWED WITHIN 12 INCHES OF DIRECT-BURIED CABLES OR ANY CONDUIT WITHOUT CONCRETE ENCASUREMENT. NATIVE BACKFILL CAPABLE OF PASSING THROUGH A ONE-HALF INCH MESH SCREEN SHALL BE CONSIDERED TO BE "ROCK FREE". IF EXISTING BACKFILL DOES NOT PASS THROUGH A 1/2" SCREEN, PLACE IMPORTED SAND 3" BELOW AND 12" ABOVE EDISON CABLES. AFTER THIS POINT, NO ROCKS LARGER THAN 12" DIAMETER ARE PERMITTED.
 - h. ALL BACKFILL SHALL BE COMPACTED TO MEET OR EXCEED LOCAL ORDINANCES OR OTHER REQUIREMENTS. IT SHALL BE PLACED IN A MANNER THAT WILL NOT DAMAGE THE CONDUIT OR SUBSTRUCTURE OR ALLOW FUTURE SUBSIDENCE OF THE TRENCH OR STRUCTURES.
- PAVING:
 - a. REPAIRING, WHERE REQUIRED, SHALL BE PLACED IN SUCH A MANNER THAT INTERFERENCE WITH TRAFFIC, INCLUDING PEDESTRIAN TRAFFIC, WILL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM OF REPAIRING ACCEPTABLE TO THE MUNICIPALITY, COUNTY, OR OTHER AUTHORITY HAVING JURISDICTION AND WHICH IS ACCEPTABLE TO EDISON.
- STRUCTURES:
 - a. ALL SUBSTRUCTURES SHALL BE CONSTRUCTED OR INSTALLED TO EDISON SPECIFICATIONS.
 - b. INSTALL PROTECTION BARRIERS PER UGS SS 530 WHEN REQUIRED IN AREAS EXPOSED TO TRAFFIC, PER EDISON INSPECTOR.
 - c. ALL CONDUIT LINES AND CONCRETE FLOORED SUBSTRUCTURES SHALL BE WATER TIGHT.
 - d. ALL GRADING MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- RETAINING WALLS:
 - a. WHEN REQUIRED, RETAINING WALLS SHALL BE PROVIDED BY THE DEVELOPER. WALLS ARE REQUIRED WHEREVER GRADE RISES MORE THAN 18 INCHES ABOVE THE STRUCTURE OR 24" ABOVE THE PAD SURFACE AT A DISTANCE OF 5 FEET FROM THE SAME, OR IN AREAS SUBJECT TO EROSION. DESIGN AND INSTALLATION MUST COMPLY WITH LOCAL BUILDING ORDINANCES. REFER TO EDISON INSPECTOR FOR TYPICAL SPACE REQUIREMENTS.
- PERMITS:
 - a. ALL PERMITS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR/DEVELOPER.
- ACCESS:
 - a. HEAVY TRUCK ACCESS SHALL BE MAINTAINED TO EQUIPMENT LOCATIONS. STRUCTURES MUST BE CLEAR OF ALL APPURTENANCES THAT WOULD OBSTRUCT THE LOADING OR UNLOADING OF EQUIPMENT.
- SERVICES:
 - a. METERS AND SERVICES SHALL COMPLY WITH EDISON ELECTRICAL SERVICES REQUIREMENTS.
 - b. WIRING MUST BE IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES AND APPROVED BY LOCAL INSPECTION AUTHORITIES.
- LOCATION:
 - a. THE LOCATION OF EXCAVATIONS AND STRUCTURES FOR EDISON SHALL BE AS SHOWN ON THE WORKING DRAWING. NO DEVIATION FROM THE PLANNED LOCATIONS WILL BE PERMITTED UNLESS APPROVED BY THE EDISON INSPECTOR. SEE UGS G 001, SECTION 2.2.
 - b. ACTUAL LOCATION OF OBSTRUCTIONS, STORM DRAINS, AND/OR OTHER FOREIGN UTILITIES TO BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE UGS G 001, SECTION 2.3.
- CONTRACTOR IS TO VERIFY LOCATION AND WIDTHS OF ALL SIDEWALKS AND DRIVEWAYS PRIOR TO STREET LIGHT INSTALLATION. SEE UGS CD 175.1, UGS CD 175.2 AND UGS CD 175.3.
- SURVEY:
 - a. SURVEYING OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADE, ETC., NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND MARKERS OR STAKES PLACED PRIOR TO THE START OF THE INSTALLATION. IN ADDITION, DEVELOPER SHALL MAINTAIN THE MARKERS DURING THE INSTALLATION AND INSPECTION BY EDISON. GRADE AND PROPERTY LINE STAKES MUST SHOW ANY OFFSET MEASUREMENTS.
- COORDINATION AND SUPERVISION:
 - a. THE DEVELOPER SHALL PROVIDE SUPERVISION OVER AND COORDINATION AMONG THE VARIOUS CONTRACTORS WORKING WITHIN THE DEVELOPMENT IN ORDER TO PREVENT DAMAGE TO EDISON FACILITIES. HE IS RESPONSIBLE FOR THE COST OF REPAIRS, REPLACEMENT, RELOCATION, OR OTHER CORRECTIONS TO EDISON FACILITIES MADE NECESSARY BY HIS FAILURE TO PROVIDE SUPERVISION OR TO OTHERWISE COMPLY WITH THESE SPECIFICATIONS.
- TELEPHONE AND OTHER UTILITY REQUIREMENTS:
 - a. THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY. ANY QUESTIONS CONCERNING DETAILS OF THEIR INSTALLATION SHOULD BE REFERRED TO THE COMPANY CONCERNED.
- OWNERSHIP:
 - a. DEVELOPER IS TO DEED TO THE EDISON COMPANY ALL STRUCTURES SHOWN HEREON EXCEPT THOSE SHOWN AS CUSTOMER OWNED.
- WARRANTY:
 - a. APPLICANTS EXPRESSLY REPRESENT AND WARRANT THAT ALL WORK PERFORMED AND ALL MATERIAL USED IN MEETING APPLICANTS' OBLIGATIONS HEREIN ARE FREE FROM DEFECTS IN WORKMANSHIP AND ARE IN CONFORMITY WITH SOUTHERN CALIFORNIA EDISON COMPANY'S REQUIREMENTS. THIS WARRANTY SHALL COMMENCE UPON RECEIPT BY APPLICANTS OF COMPANY'S FINAL ACCEPTANCE AND SHALL EXPIRE ONE YEAR FROM THAT DATE. APPLICANTS AGREE TO PROMPTLY CORRECT TO THE COMPANY'S SATISFACTION AND THAT OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION AND AT APPLICANTS' EXPENSE ANY BREACH OF THIS WARRANTY WHICH MAY BECOME APPARENT THROUGH INSPECTION OR OPERATION OF UNDERGROUND ELECTRIC SYSTEM BY COMPANY DURING THIS WARRANTY PERIOD.
- INSPECTION:
 - a. INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF INTENT TO START CONSTRUCTION IS REQUIRED FROM THE CONTRACTOR TO THE SOUTHERN CALIFORNIA EDISON COMPANY. STANDARDS OF EDISON CONSTRUCTION REQUIREMENTS ARE AVAILABLE UPON REQUEST.

DUCT AND STRUCTURE INSPECTOR: MARIO SAUCEDO PHONE: 310-502-1029

CABLING CONSTRUCTION COORDINATOR: PHONE:

005: 03/22/24

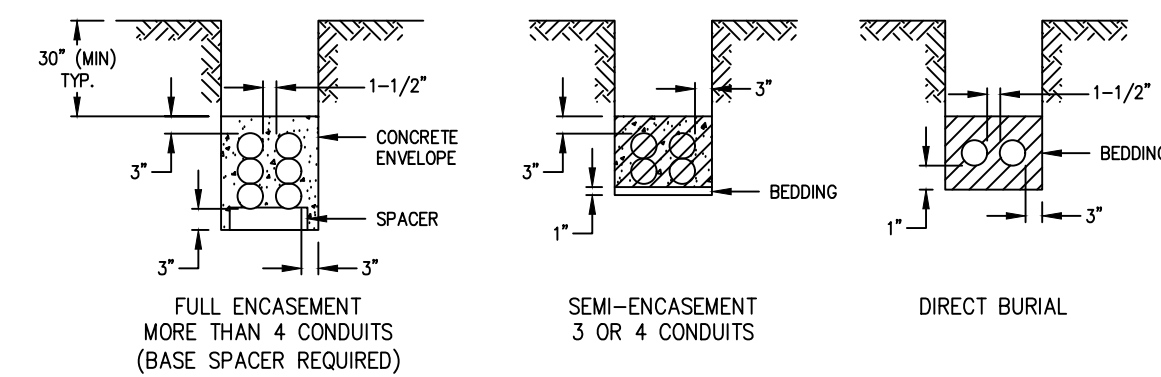
RUN NUMBER CALL-OUTS AS FOLLOWS:

- ① - (199) MAINLINE CONDUIT
- ②00 - (599) SERVICE CONDUIT
- ③00 - (799) STREET LIGHT CONDUIT

FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J PHONE 310-608-5194	PLANNER WILLIAMS, JENNA J PHONE 310-608-5194	SR NO. 3500715
FOREMAN	TRUCK NO. P/E	INVENTORY MAP NO. THOMAS GUIDE	GRID NO. DESIGN NO.
CSD 140 Y N	BY-PASS CHANGE TO	TLM CHECKED	J.P.A. NO.
PRODUCT/SAP NO.	PRODUCT/SAP NO.	PRODUCT/SAP NO.	
2111184-RULE 20B-UG INSTALL			
PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS, CA 90274			
SHEET 1 of 6			
JOB NO.			
Southern California Edison Company			

CITY OF ROLLING HILLS

TD2111184 2QQ RULE 20B INSTALL UG
STATLER 16KV % WALTERIA SUBTYPICAL CONDUIT BANK SECTIONS (MAINLINE AND COMMERCIAL/INDUSTRIAL)
SEE UGS CD 120

SPECIAL CONDUIT FORMATIONS

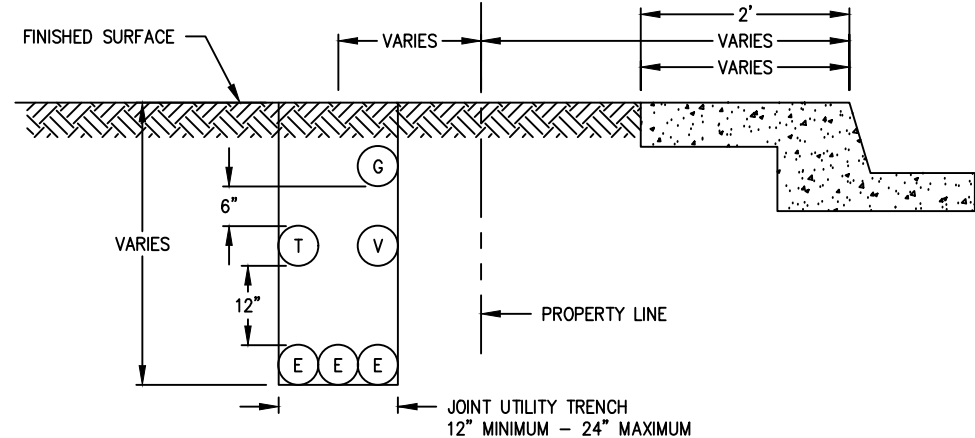


- NOTE(S):
1. SPACING AND CONCRETE COVERAGE AS SHOWN IS MINIMUM.
 2. SPACERS, WHEN REQUIRED, WILL BE AS RECOMMENDED BY THE CONDUIT MANUFACTURER AND APPROVED BY THE COMPANY AND WILL BE PLACED AT THE INTERVALS SHOWN IN TABLE CD 120-1 (SHEET 1). VERTICAL SPACERS AND BASE SPACERS WILL BE MANUFACTURED FROM RIGID NONCOMPRESSIBLE, USE-TEMPORARY MEANS TO MAINTAIN HORIZONTAL CONDUIT SPACING AT THESE INTERVALS UNTIL BACKFILL BEDDING OR ENCASEMENT IS PLACED.

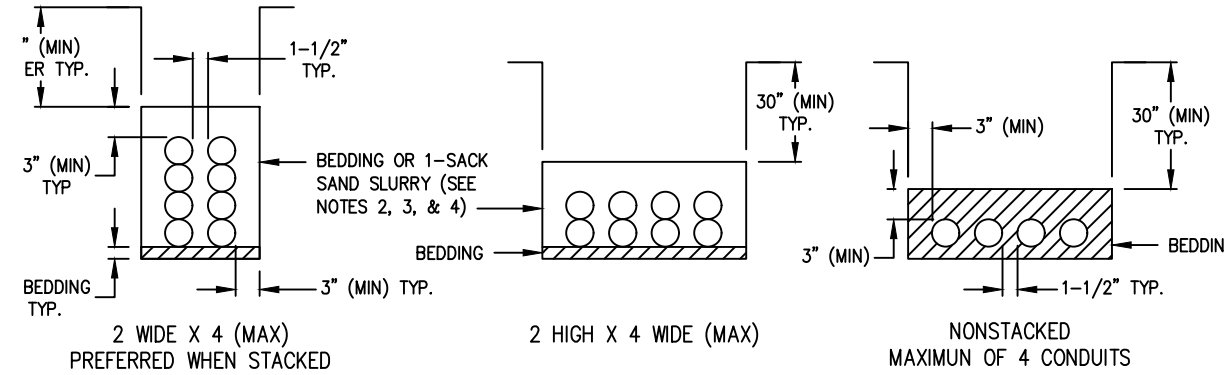
TABLE CD 120-1: HORIZONTAL CONDUIT SPACING INTERVALS

CONDUIT SIZE	2"	3"	3-1/2"	4"	5"	6"
SPACING WITH ENCASEMENT	10"	10"	10"	10"	10"	10"
SPACING WITH NONCASEMENT	10"	8"	8"	8"	8"	8"

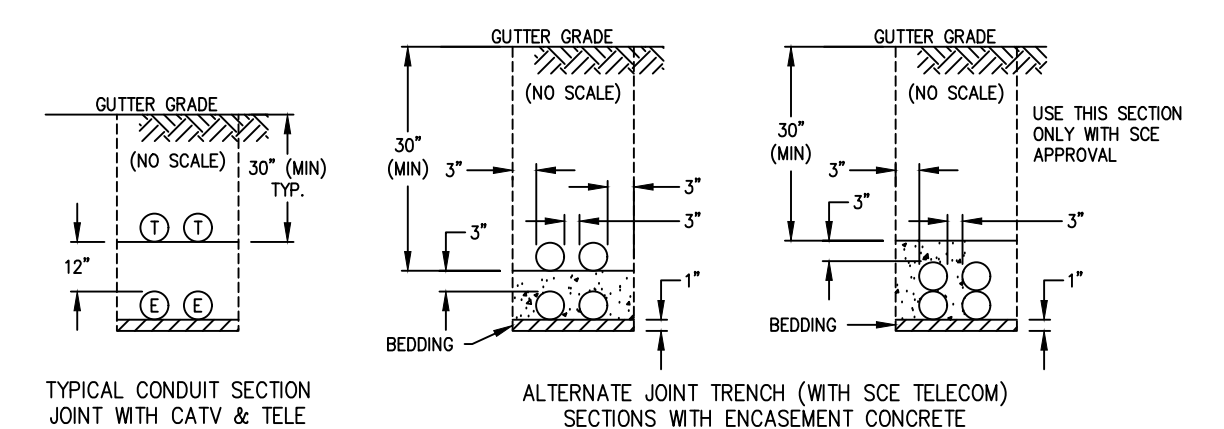
3. BASE SPACERS ARE REQUIRED ON ALL BANKS OF MORE THAN FOUR CONDUITS.
4. THE CONDUIT WILL BE OF AN APPROVED MAKE AND MANUFACTURE AS SET FORTH IN STANDARDS CD 115.
5. TYPES:
 - A. "T" (TYPE I) FOR ENCASED AND SEMI-CASED INSTALLATIONS
 - B. "DB" (TYPE II) FOR DIRECT BURIAL
 - C. "SCH. 40" RIGID PVC FOR INSIDE BORE CASINGS
6. FOR GENERAL CONDUIT BANK, CONCRETE, AND TRENCHING REQUIREMENTS, SEE CD 100.
7. INSTALL BARE COPPER NEUTRAL WIRE ONLY WHEN SPECIFIED ON WORKING DRAWING. FOR MAINLINE APPLICATIONS (INCLUDING 4-WIRE TAPLINES) WHEN THE NEUTRAL IS PRESENT ON AN OVERHEAD STRUCTURE THAT FEEDS A PRIMARY RISER, THE NEUTRAL SHALL BE CONTINUOUS TO THE FIRST UNDERGROUND STRUCTURE. A BARE COPPER NEUTRAL WIRE, AS SPECIFIED ON THE WORKING DRAWING, SHALL BE PLACED, AND FULLY ENCASED IN CONCRETE, AT THE LOWER REGION OF THE DUCT BANK, PREFERABLY IN-BETWEEN CONDUITS.
8. CONCRETE ENCASEMENT WILL BE KEPT UNIFORM EXCESSIVE AMOUNTS OF CONCRETE WILL BE AVOIDED.
9. BEDDING WILL BE IN ACCORDANCE WITH CD 100.

JOINT TRENCH INSTALLATION
SEE UGS CD 120

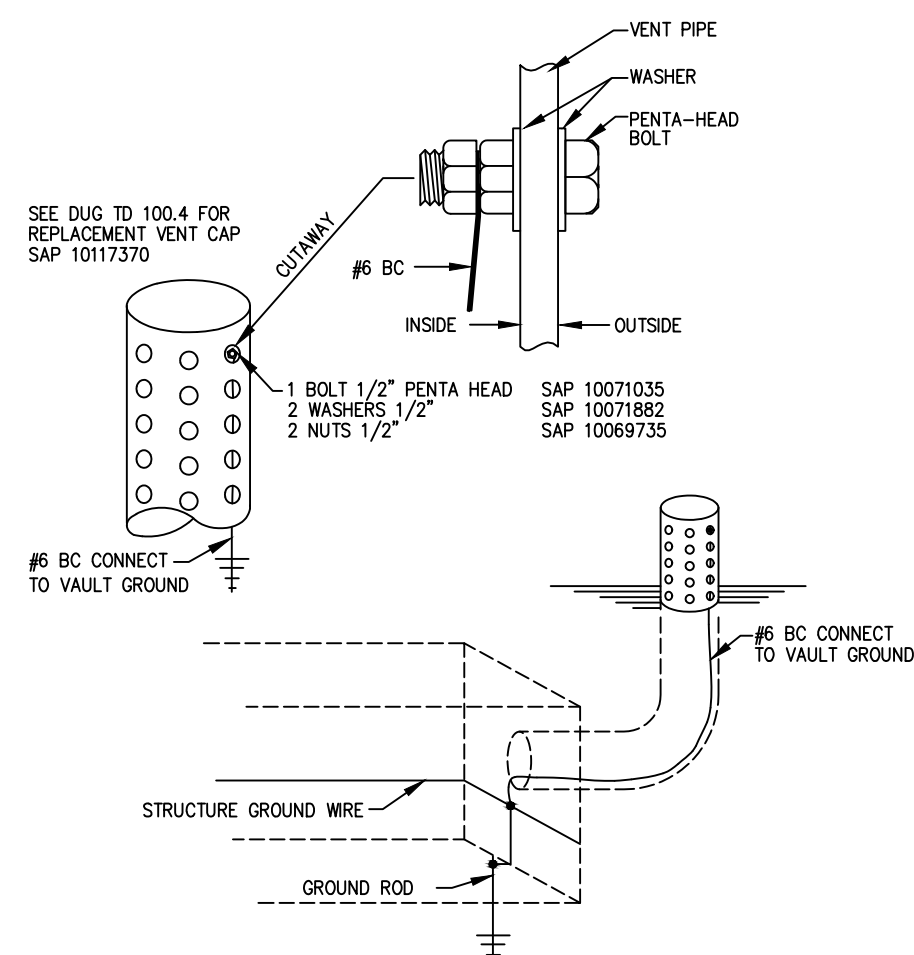
TYPICAL CONDUIT BANK SECTIONS (RESIDENTIAL ONLY)



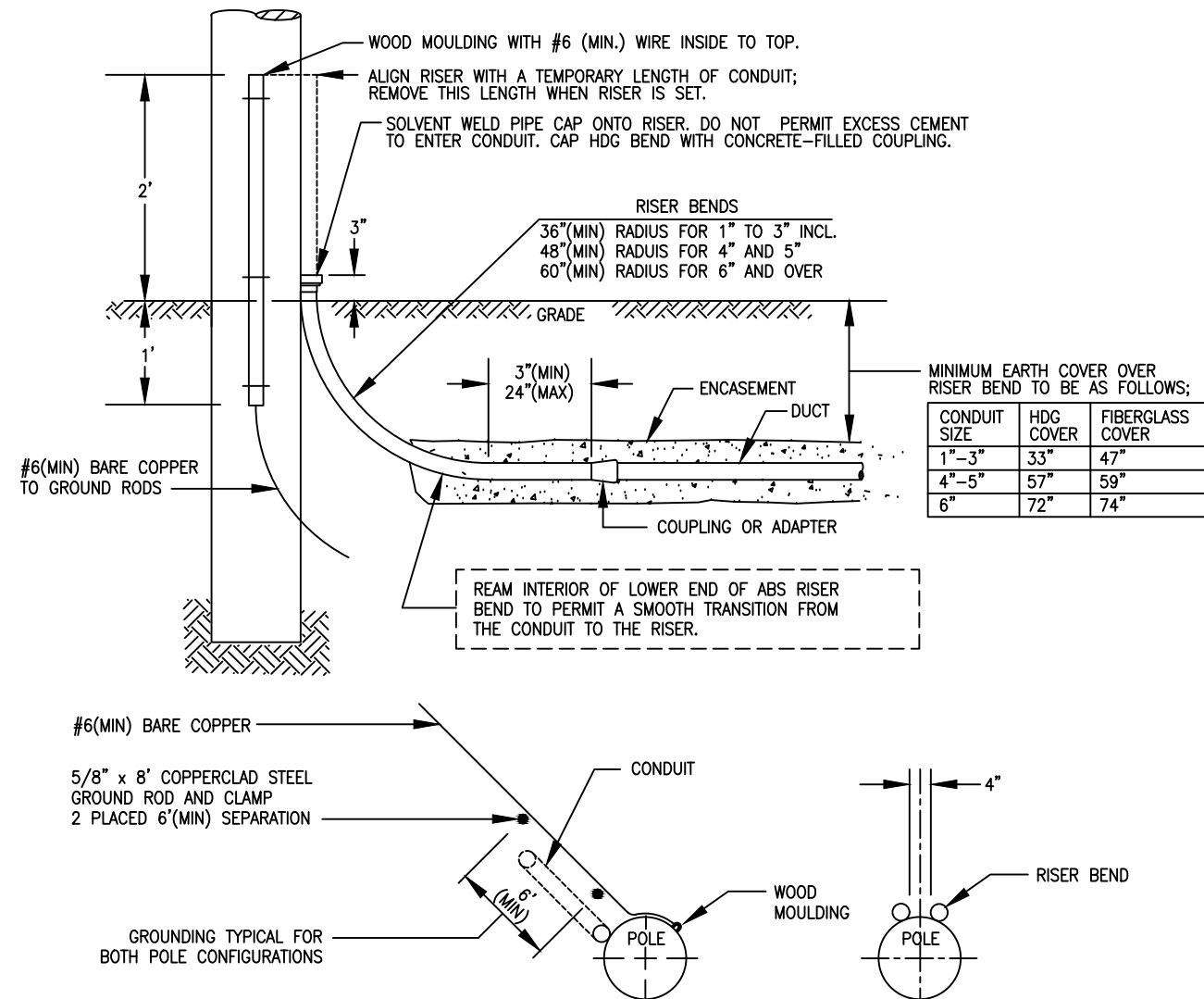
TYPICAL JOINT TRENCH SECTIONS



- NOTE(S):
1. CONDUIT SECTIONS SHOULD HAVE NO MORE THAN EIGHT SIZE CONDUITS, AND NO CONDUIT SHOULD BE SURROUNDED ON FOUR SIDES BY OTHER CONDUITS.
 2. ANY CONDUIT SECTION WITH STACKED CONDUIT MUST BE BACKFILLED WITH BEDDING (SEE NOTE 4) OR ONE-SACK SAND SLURRY. (STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SECTION 201-11.2, MAY 100-E-100).
 3. TWO-SACK CONCRETE ENCASEMENT PER CD 100 WILL BE USED IN JOINT TRENCH IN ORDER TO REDUCE TELECOM CONDUIT CLEARANCES TO THREE INCHES MINIMUM PER THE ABOVE JOINT TRENCH SECTIONS. ONE-SACK SAND SLURRY IS NOT A SUBSTITUTE FOR ENCASEMENT CONCRETE.
 4. BEDDING MATERIAL WILL BE CLEAN SAND OR FEA GRAVEL, NATIVE MATERIALS MEETING THE REQUIREMENTS OF CD 100 ARE ONLY PERMITTED FOR THE NONSTACKED CONFIGURATION AND ARE NOT PERMITTED TO BED PADS AND RISERS AT BOXES.
 5. CONDUIT WILL BE "TYPE DB" PER CD 110 AND WILL BE OF APPROVED MANUFACTURE PER CD 115. TYPE EB IS PERMITTED WHEN ENCASEMENT CONCRETE IS USED.
 6. WHERE BOTH RESIDENTIAL AND NONRESIDENTIAL CONDUIT ARE IN THE SAME TRENCH, THE REQUIREMENTS OF SCOPE CD 120.1 SHALL APPLY.
 7. SCOPE CD 120.1, SHEET 1 MAY BE USED FOR RESIDENTIAL CONSTRUCTION.
 8. USE TEMPORARY SUPPORTS EVERY EIGHT FEET TO MAINTAIN HORIZONTAL CONDUIT ALIGNMENT. REMOVE AFTER CONCRETE IS PLACED.

GROUND CONNECTION INSTALLATION IN A PVC VENT
SEE UGS AC 760.1

- NOTE:
- TO ASSIST IN UNDERGROUND STRUCTURE LOCATING FROM THE SURFACE, INSTALL A #6 BARE COPPER WIRE FROM INSIDE THE VENT PIPE TO THE STRUCTURE GROUND SYSTEM. THIS INSTALLATION WILL ALLOW A SINGLE PERSON CREW TO TIE INTO THE SYSTEM GROUND AND LOCATE THE FACILITIES UNDEAD. THE INSTALLATION SHOULD BE MADE DURING NEW CONSTRUCTION, ADDED TO THE APPROPRIATE STRUCTURE DURING THE ROUTINE MAINTENANCE CYCLE, OR AS THE NEED ARISES BY REQUEST FOR ASSISTANCE FROM THE CONTRACT CABLE LOCATING COMPANY.

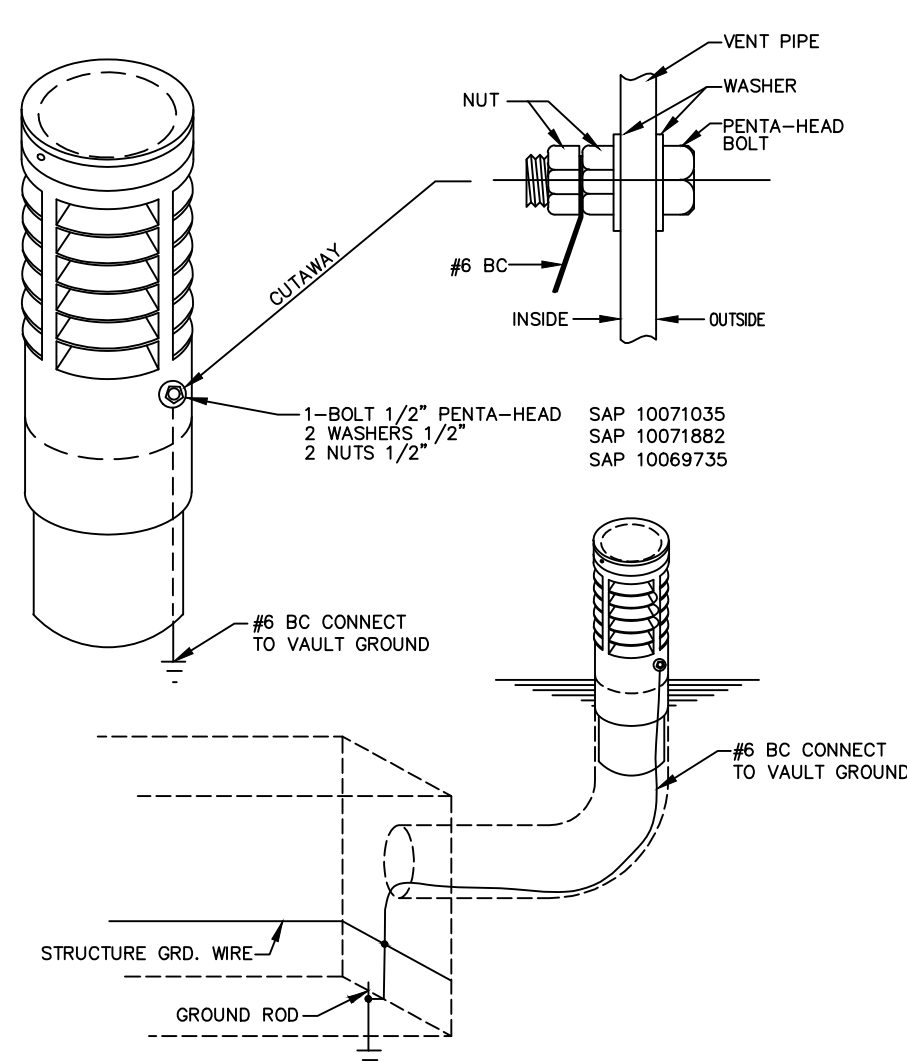
POLE RISER BEND STANDARD LOCATION
SEE UGS CD 160

1. APPROVED RISER BENDS ARE SHOWN ON FOLLOWING TABLE:

MATERIAL	SIZE					
	1-1/2"	2"	2-1/2"	3"	4"	6"
ABS	-	-	-	X	X	X
FIBERGLASS	X	X	X	X	X	X

NOTE: 6" HDG OR FIBERGLASS RISER BEND SHALL BE USED WHEN SPECIFIED ON THE WORKING DRAWING. SEE UGS AC 702 FOR GROUNDING HDG RISER BENDS.

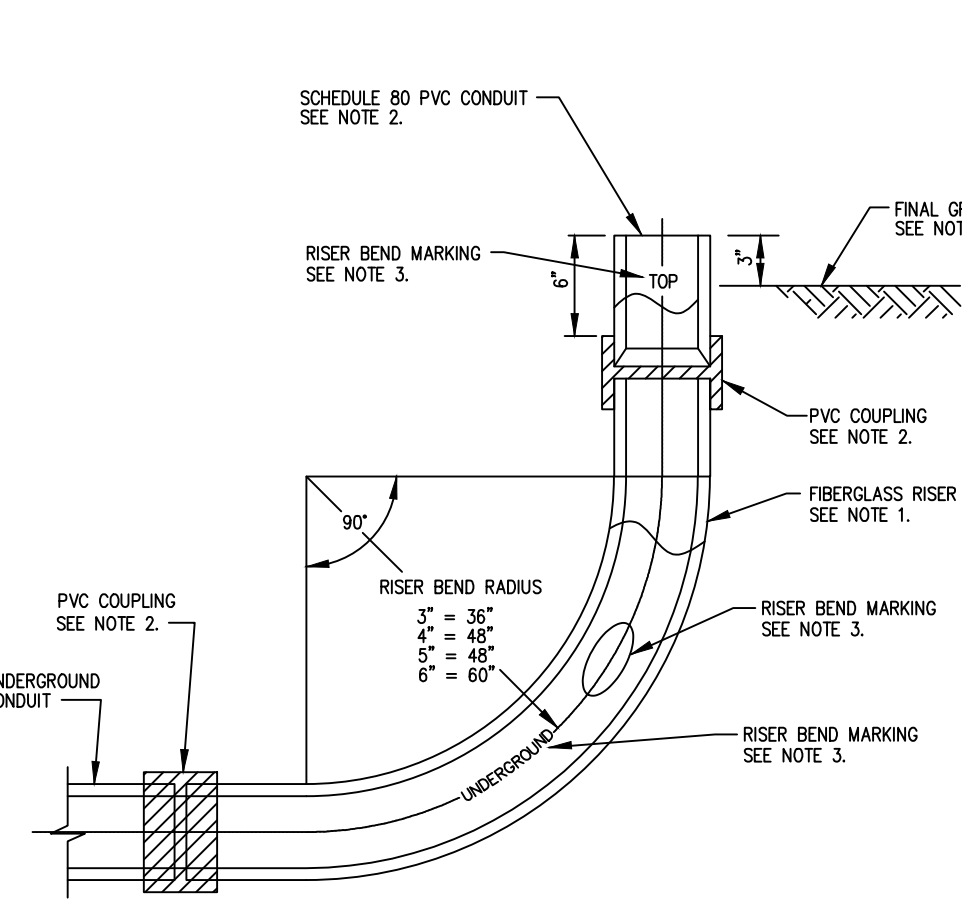
2. THE TOP AND BOTTOM OF 3", 4", 5" OR 6" FIBERGLASS BENDS ARE FURNISHED WITH PERMANENTLY ATTACHED PVC COUPLINGS. ALSO INCLUDED IS A 6" LONG 3", 4", 5" OR 6" SCHEDULE 80 PVC STUB-OUT, SOLVENT WELDED INTO THE TOP COUPLING. SEE UGS CD 166 FOR FIBERGLASS RISER BEND MATERIAL INFORMATION AND SUPPLIERS.
3. TWO GROUND RODS ARE REQUIRED AT ALL PRIMARY RISER POLES. DRIVE RODS IN TRENCH BOTTOM WITH 6" MINIMUM SEPARATION IN UNDISTURBED EARTH. LEAVE THE ROD TOPS 3" ABOVE THE TRENCH BOTTOM AND ATTACH CONTINUOUS GROUND WIRE WITH CLAMPS. EXTEND WIRE TO INDICATED LOCATION ON POLE AND STUB UP 2' ABOVE GRADE IN WOOD MOULDING. ALL GROUNDING MATERIALS FURNISHED BY CONTRACTORS. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIALS.
4. ENCASEMENT REQUIRED ONLY WHEN CALLED OUT ON WORKING DRAWING.
5. PVC RISERS MAY BE SUBSTITUTED FOR FIBERGLASS FOR STRAIGHT RUNS OF 150' OR LESS IN CONDUIT SIZES 4" AND UNDER.

GROUND CONNECTION INSTALLATION IN A POLYETHYLENE VENT
SEE UGS AC 760.2

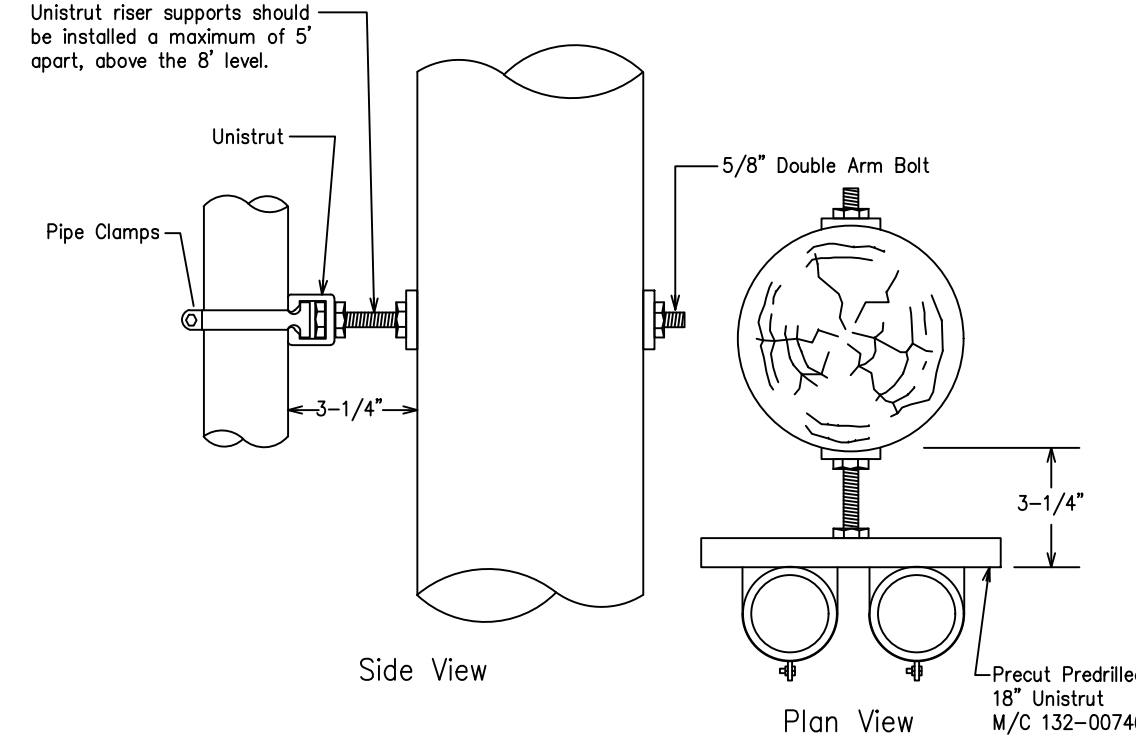
- NOTE(S):
1. TO ASSIST IN UNDERGROUND STRUCTURE LOCATING FROM THE SURFACE, INSTALL A #6 BARE COPPER WIRE FROM INSIDE THE VENT PIPE TO THE STRUCTURE GROUND SYSTEM. THIS INSTALLATION WILL ALLOW A SINGLE PERSON CREW TO TIE INTO THE SYSTEM GROUND AND LOCATE THE FACILITIES UNDEAD. THE INSTALLATION SHALL BE MADE TO A MINIMUM OF ONE VENT PER VAULT DURING NEW CONSTRUCTION, ADDED TO THE APPROPRIATE STRUCTURES DURING THE ROUTINE MAINTENANCE CYCLE, OR AS THE NEED ARISES BY REQUEST FOR ASSISTANCE FROM THE CONTRACT CABLE LOCATING COMPANY.
 2. DRILL A 9/16" HOLE FOR GROUNDING BOLT APPROXIMATELY ONE INCH BELOW THE LOWEST VENTILATION FIN SLOT. THE GROUND CONNECTION SHOULD BE ATTACHED ON THE SIDE OF THE VENT FACING AWAY FROM THE STREET. THIS IS DONE TO MAINTAIN A FLAT SURFACE FOR ATTACHING STRUCTURE IDENTIFICATION STICKERS.

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact

FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG

THREE, FOUR, FIVE, OR SIX-INCH FIBERGLASS RISER BENDS
SEE UGS CD 166

- NOTE(S):
1. THE RISER BEND IS AVAILABLE IN THREE, FOUR, FIVE OR SIX-INCH SIZES. THE MAIN BODY OF THE BEND IS MANUFACTURED FROM FIBERGLASS MATERIAL AND IS MEDIUM GRAY IN COLOR.
 2. THE TOP AND BOTTOM OF RISER IS FURNISHED WITH PVC COUPLINGS PERMANENTLY EPXY BONDED TO THE FIBERGLASS BEND. A SCHEDULE 80 PVC SIX-INCH LONG STUB-OUT IS SOLVENT WELDED INTO THE TOP PVC COUPLING.
 3. THE TOP SCHEDULE 80 PVC STUB OUT OF BEND IS STENOLED "TOP", AND BOTTOM OF BEND IS STENOLED "UNDERGROUND".
 4. THE TOP SCHEDULE 80 PVC STUB OUT WILL BE PLACED THREE INCHES ABOVE FINAL GRADE. NO PORTION OF THE FIBERGLASS MATERIAL OF THE BEND WILL BE EXPOSED ABOVE THE FINISH GRADE.
 5. THE APPROVED MANUFACTURERS AND SUPPLIERS ARE:
 - A. MANUFACTURERS: FIBR CONDUIT, SMITH PRODUCT COMPANY, AND CHAMPION FIBERGLASS, INC.
 - B. SUPPLIERS:
 - ONE TIME UTILITY
501 CAMPBELL STREET
SANTA ANA, CA 92701
 - CAL-DUCT, INC.
2522 LEE AVENUE
SOUTH EL MONTE, CA 91733
 - SAF-T-CO SUPPLY, INC.
1300 E. NORMANDY PLACE
SANTA ANA, CA 92705

RISER INSTALLATION USING UNISTRUT
SEE DUG CR 110.2CONVENTIONAL RISER INSTALLATION
NOT TO SCALE

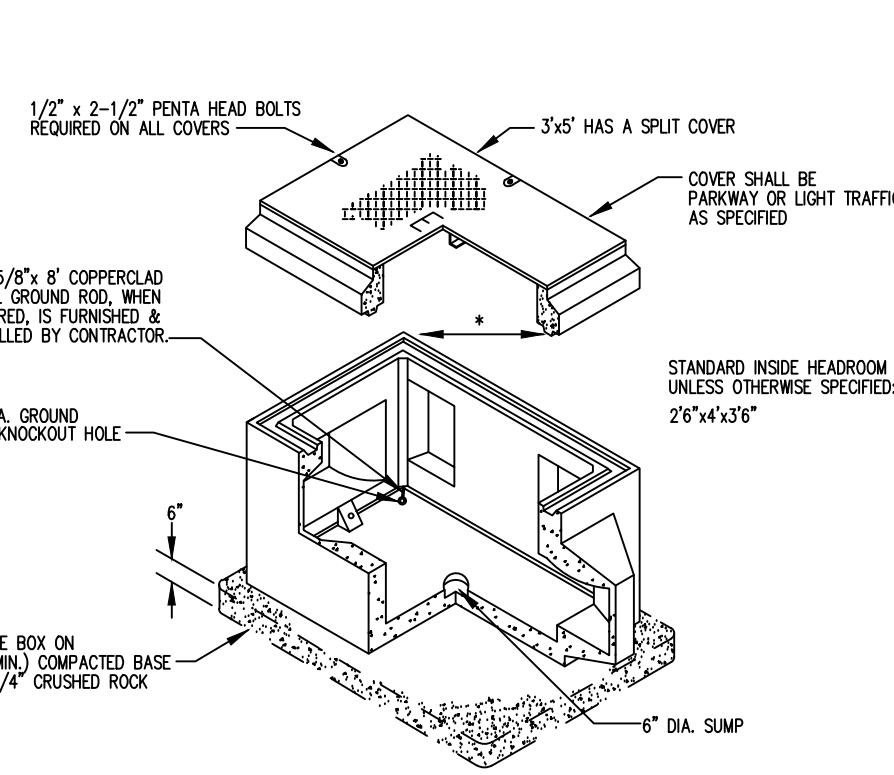
- NOTE(S):
1. All notes pertaining to Figure CR 110-1.1 (Sheet 1) construction on scope CR 110.1 also apply to risers supported by a unistrut.
 - 1.0 APPLICATION:

The unistrut shown in Figure CR 110-5 (Sheet 3) is the preferred method where multiple risers are required.
 - 2.0 MATERIAL:

TABLE CR 110-2: Unistrut Pipe Clamps

Conduit Size (in)	Material Code
1	622-04052
2	133-48248
2.5	133-49214
3	133-00025
4	133-00017
5	133-48008
6	132-00746

REF: DUG CR 110.2

PRECAST CONCRETE PULL BOX WITH DEEP RECESSES
(2'-6" x 4')
SEE UGS HP 220

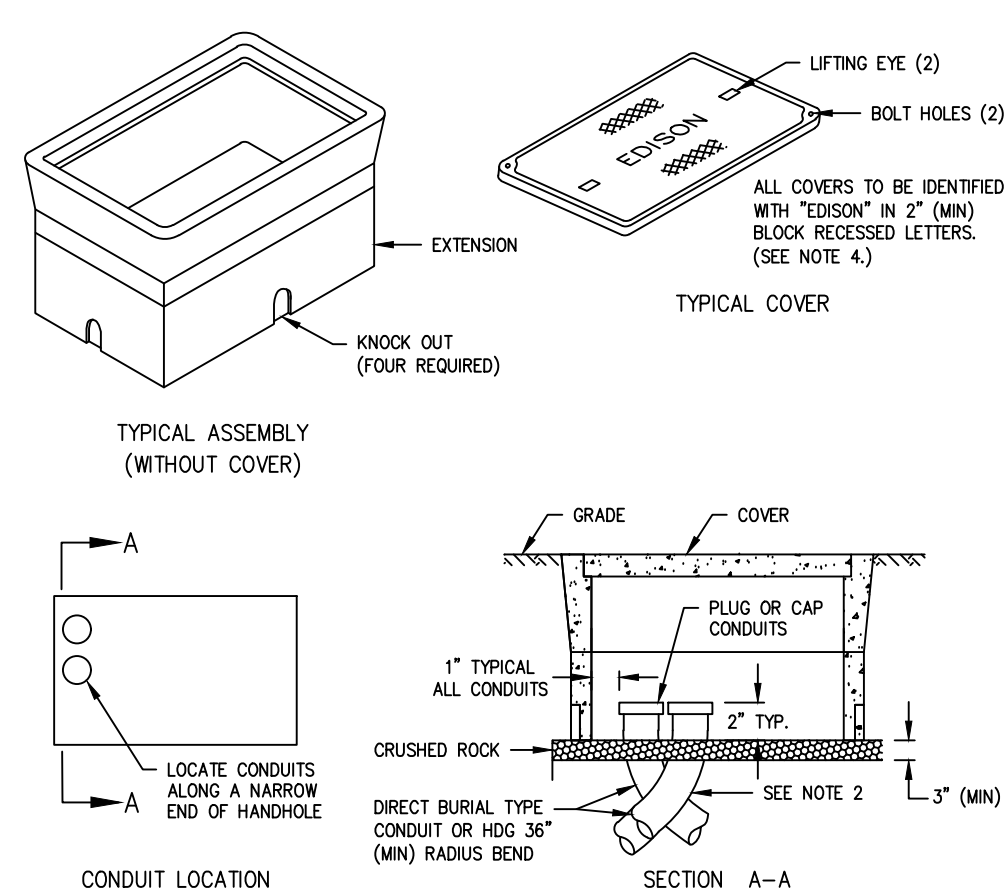
* TYPE OF JOINT MAY VARY WITH MANUFACTURER
REF: UGS HP 220

- NOTE(S):
1. REINFORCEMENT:
 - A. HDG-5 BARS LONG.
 - B. CONCRETE SHALL BE CLASS "A" WITH 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI (MINIMUM). SLIGHT TAPER (3/4" IN DEPTH OF PULL BOX) AND 1" COVER ON ALL REBAR CORNERS PERMITTED FOR EASE OF FORMING.
 2. ISOLATION:

PULL BOX SHALL BE PLACED ON 6" (MINIMUM) COMPACTED ROCK OR SAND BASE TO INSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE IN FLOOR. MINIMUM ELEVATION FOR PULL BOX SHALL BE 4" X 8" X 1" DEPTH TO SUIT JOB.
 3. COVER:
 - A. COVER SHALL BE 3/4" FOR PULL BOX COVERS.
 - B. GRADE BENDS:

INSTALLING CONTRACTOR SHALL PROVIDE GRADE BENDS (6" MINIMUM) AS NECESSARY IN ORDER TO MAINTAIN COVER OVER CONDUITS PER SPECIFICATIONS OR PERMIT AGENCY SPECIFICATIONS, WHICHEVER IS GREATER.
 - C. PULL BOX AND LIDS:

SEE AC 729 FOR PULL BOXES AND AC 720 FOR PULL LIDS.

TYPICAL HANDHOLE INSTALLATION
SEE UGS HP 205

- NOTE(S):
1. SEE HP 200 FOR DIMENSIONS OF VARIOUS SIZE HANDHOLES AVAILABLE.
 2. RADIUS ANGLE MAY BE REDUCED TO LESS THAN 90° PROVIDING THE PROJECTED CENTER LINE OF THE CONDUIT CLEARS HANDHOLE OPENING.
 3. TWO HOLD DOWN DEVICES TO BE SUPPLIED WITH EACH HANDHOLE.
 4. COVER SHALL BE IDENTIFIED WITH "EDISON" IN MINIMUM 2-INCH LETTERS OR LABELS PERMANENTLY SECURED TO THE UD.
 5. FOR MAINTENANCE ON 10-1/2" X 17" CONCRETE HANDHOLES USE SWINBOLT WITH SAP 10204721.

FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J PHONE 310-608-5194	PLANNER WILLIAMS, JENNA J PHONE 310-608-5194	SR NO. 3500715
FOREMAN	TRUCK NO. P/E	INVENTORY MAP NO. THOMAS GUIDE	GRID NO. DESIGN NO.
CSD 140 Y N CODE	EXISTING CHANGE TO	TLM CHECKED	J.P.A. NO. ASSOCIATED DESIGN NO.
PRODUCT/SAP NO. 2111184-RULE 20B-UG INSTALL	PRODUCT/SAP NO.	PRODUCT/SAP NO.	
PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS, CA 90274			
SHEET 2 of 6		JOB NO.	
Southern California Edison Company			

V5774203

V5774205

VD=1.84 FL=3.26 200 PANEL 120/240V 1P 16.6KW STONS 26 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.82 FL=3.21 200 PANEL 120/240V 1P 10KW STONS 28 EASTFIELD DR ROLLING HILLS,CA 90274	VD=0.31 FL=2.93 200 PANEL 120/240V 1P 4.5KW STONS 30 EASTFIELD DR ROLLING HILLS,CA 90274	VD=0.7 FL=4.6 200 PANEL 120/240V 1P 5.6KW STONS 32 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.68 FL=3.75 200 PANEL 120/240V 1P 17KW STONS 35 EASTFIELD DR ROLLING HILLS,CA 90274	VD=1.56 FL=3.51 200 PANEL 120/240V 1P 15.9KW STONS 39 EASTFIELD DR ROLLING HILLS, CA 90274
VD=1.04 FL=4.07 200 PANEL 120/240V 1P 4.9KW STONS 2 CHUCKWAGON RD ROLLING HILLS,CA 90274	VD=0.91 FL=4.07 200 PANEL 120/240V 1P 13.3KW STONS 34 EASTFIELD DR ROLLING HILLS,CA 90274	VD=1.23 FL=3.51 200 PANEL 120/240V 1P 12.7KW STONS 36 EASTFIELD DR ROLLING HILLS,CA 90274	VD=1.26 FL=4.28 200 PANEL 120/240V 1P 7.8KW STONS 37 EASTFIELD DR ROLLING HILLS, CA 90274	VD=0.44 FL=4.85 200 PANEL 120/240V 1P 0.1KW STONS 38 EASTFIELD DR ROLLING HILLS,CA 90274	VD=1.56 FL=3.51 200 PANEL 120/240V 1P 15.9KW STONS 39 EASTFIELD DR ROLLING HILLS, CA 90274

CITY OF ROLLING HILLS

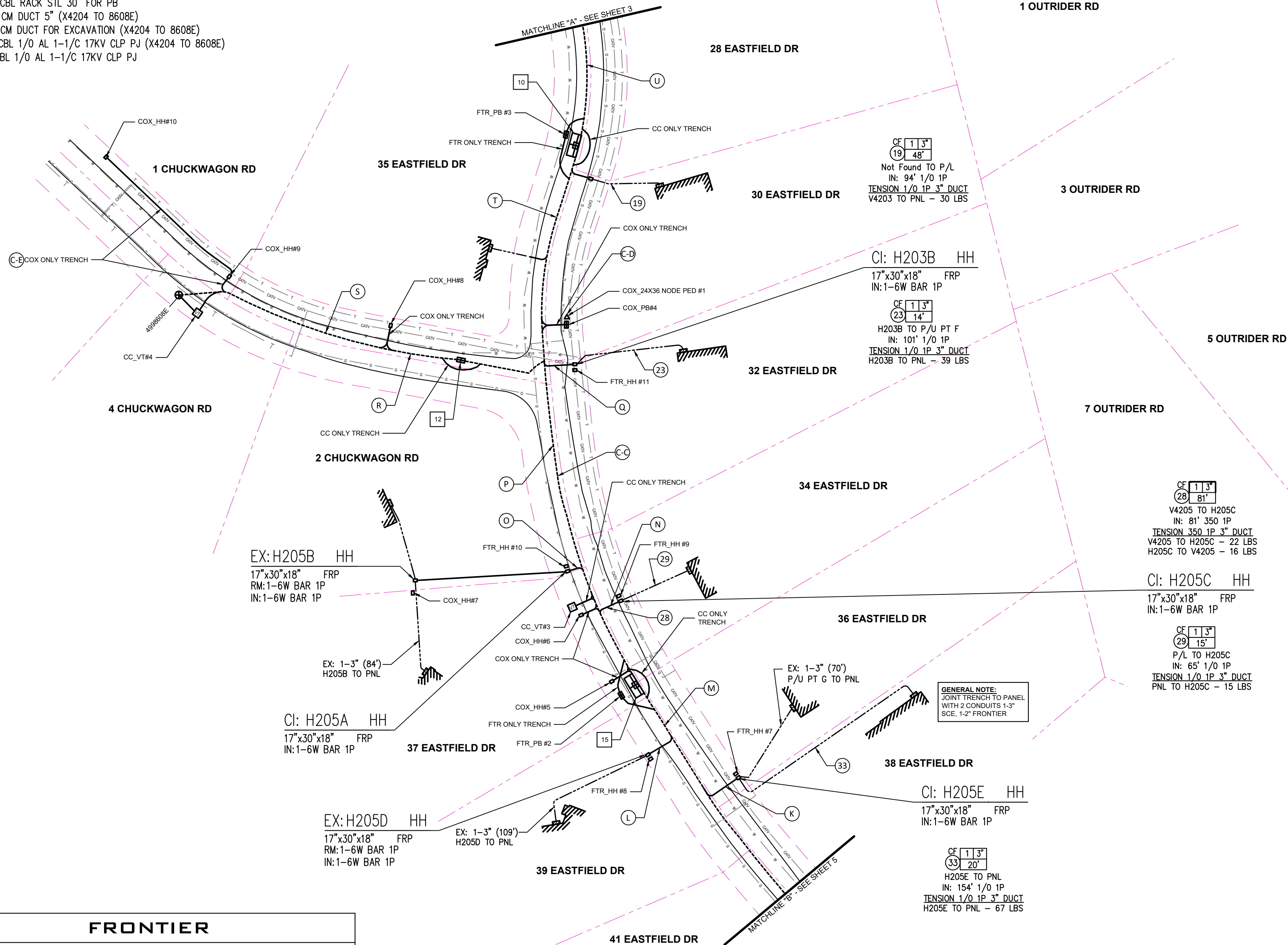
TD2111184 2QQ RULE 20B INSTALL UG
STATLER 16KV % WALTERIA SUB

10 TD2111184
Cl: V5774203 VAULT
7'x18'x8' TUB STYLE

VENTS REQUIRED
Cl: 1 - S V 7'x18'x8' TUB 2 PIECE
CF: 1 - SS TAX EXCV CST FOR VLT
IN: 2 - JJ 3-DBE 1000 600A
IN: 5 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 4 - JJ DE DB RCPT INS W/TST PNT 600A
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH
IN: 1 - SW UG SF6 LB RAG 5-WY 600A 17.5KV
LINE DEVICE ID:
IN: 1 - TR UG BT MC F DE 75KVA 16KV 120/240 1P+
SN:
CF: 512' - CM DUCT 2 1/2" TO 4" (V4203 TO 1482E)
CF: 1764' - CM DUCT 5" (V4203 TO V4205)
CF: 484' - CM DUCT 5" (V4203 TO X4204)
CF: 131' - CM DUCT FOR EXCAVATION (V4203 TO 1482E)
CF: 441' - CM DUCT FOR EXCAVATION (V4203 TO V4205)
CF: 70' - CM DUCT FOR EXCAVATION (V4203 TO X4204)
IN: 286' - CBL 1/0 AL 2/C 17KV CLP 220 MIL (V4203 TO 1482E)
MI: 114' - CBL 1/0 AL 2/C 17KV CLP 220 MIL
IN: 1323' - CBL 1000 AL 1-1/C 17KV CLP PJ (V4203 TO V4205)
MI: 264' - CBL 1000 AL 1-1/C 17KV CLP PJ
IN: 242' - CBL 1/0 AL 3-1/C 17KV CLP PJ (V4203 TO X4204)
MI: 48' - CBL 1/0 AL 3-1/C 17KV CLP PJ
Cl: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H203A)
Cl: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H203B)
CF: 1 - SS TAX EXCV CST FOR PLASTIC HH (H203B)
CF: 1 - SS TAX EXCV CST FOR PLASTIC HH (H203A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H203A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H203B)
CF: 234' - CM DUCT 2 1/2" TO 4" (V4203 TP H203A)
CF: 203' - CM DUCT 2 1/2" TO 4" (V4203 TO H203B)
CF: 6' - CM DUCT FOR EXCAVATION (V4203 TP H203A)
CF: 23' - CM DUCT FOR EXCAVATION (V4203 TO H203B)
IN: 234' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4203 TO H203A)
MI: 80' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 203' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4203 TO H203B)
CF: 48' - CM DUCT 2 1/2" TO 4" (V4203 TO P/L#30)
CF: 114' - CM DUCT 2 1/2" TO 4" (V4203 TO P/L #35)
CF: 14' - CM DUCT 2 1/2" TO 4" (H203B TO P/U PT F)
CF: 34' - CM DUCT FOR EXCAVATION (V4203 TO P/L#30)
CF: 27' - CM DUCT FOR EXCAVATION (V4203 TO P/L #35)
CF: 14' - CM DUCT FOR EXCAVATION (H203B TO P/U PT F)
CF: 41' - CM DUCT FOR EXCAVATION
IN: 22' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H203A TO PNL#26)
MI: 77' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
IN: 33' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H203A TO PNL#28)
IN: 136' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (V4203 TO PNL#35)
IN: 94' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (V4203 TO PNL#30)
IN: 101' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H203B TO PNL#32)

12 TD2111184
Cl: X5774204 PULL BOX
3'X5'X4' CONCRETE PULL TRAFFIC

Cl: 1 - S SPL BOX PB 3'X5'X4' ONC LFT AST CVR
CF: 1 - SS TAX EXCV CST FOR BD/PAD/PB/PME/SB/SOE
IN: 3 - JJ STRAIGHT PLG 1/0 200A
IN: 1 - SL CBL RACK STL 30" FOR PB
CF: 482' - CM DUCT 5" (X4204 TO 8608E)
CF: 241' - CM DUCT FOR EXCAVATION (X4204 TO 8608E)
IN: 271' - CBL 1/0 AL 1-1/C 17KV CLP PJ (X4204 TO 8608E)
MI: 54' - CBL 1/0 AL 1-1/C 17KV CLP PJ



TD2111184
Cl: V5774205 VAULT
7'x18'x8' TUB STYLE

VENTS REQUIRED
Cl: 1 - S V 7'x18'x8' TUB 2 PIECE
CF: 1 - SS TAX EXCV CST FOR VLT
IN: 2 - JJ 3-DBE 1000 600A
IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 4 - JJ DE DB RCPT INS W/TST PNT 600A
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH
IN: 1 - SW UG SF6 LB RAG 4-WY 600A 17.5KV
LINE DEVICE ID:
IN: 1 - TR UG BT MC F DE 100KVA 16KV 120/240 1P+
SN:
CF: 1068' - CM DUCT 5" (V4205 TO V4206)
CF: 267' - CM DUCT FOR EXCAVATION (V4205 TO V4206)
IN: 801' - CBL 1000 AL 1-1/C 17KV CLP PJ
MI: 162' - CBL 1000 AL 1-1/C 17KV CLP PJ
Cl: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H205A)
Cl: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H205C)
Cl: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H205E)
CF: 1 - SS TAX EXCV CST FOR PLASTIC HH (H205A)
CF: 1 - SS TAX EXCV CST FOR PLASTIC HH (H205C)
CF: 1 - SS TAX EXCV CST FOR PLASTIC HH (H205E)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H205D)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H205A)
CF: 111' - CM DUCT 2 1/2" TO 4" (V4205 TO H205A)
CF: 132' - CM DUCT 2 1/2" TO 4" (H205A TO H205B)
CF: 81' - CM DUCT 2 1/2" TO 4" (V4205 TO H205C)
CF: 73' - CM DUCT 2 1/2" TO 4" (V4205 TO H205D)
CF: 133' - CM DUCT 2 1/2" TO 4" (V4205 TO H205E)
CF: 10' - CM DUCT FOR EXCAVATION (V4205 TO H205A)
CF: 132' - CM DUCT FOR EXCAVATION (H205A TO H205B)
CF: 17' - CM DUCT FOR EXCAVATION (V4205 TO H205C)
CF: 25' - CM DUCT FOR EXCAVATION (V4205 TO H205D)
CF: 27' - CM DUCT FOR EXCAVATION (V4205 TO H205E)
IN: 111' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4205 TO H205A)
MI: 106' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 132' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (H205A TO H205B)
IN: 81' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4205 TO H205C)
IN: 73' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4205 TO H205D)
IN: 133' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4205 TO H205E)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H205B)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H205C)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H205E)
CF: 15' - CM DUCT 2 1/2" TO 4" (H205C TO P/L#34)
CF: 10' - CM DUCT 2 1/2" TO 4" (H205E TO P/L#36)
CF: 20' - CM DUCT 2 1/2" TO 4" (H205E TO P/L#38)
CF: 15' - CM DUCT FOR EXCAVATION (H205C TO P/L#34)
CF: 20' - CM DUCT FOR EXCAVATION (H205E TO P/L#38)
CF: 10' - CM DUCT FOR EXCAVATION (H205E TO P/L#36)
IN: 65' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H205C TO PNL#34)
MI: 61' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
IN: 86' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H205E TO PNL#36)
IN: 154' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H205E TO PNL#38)

FRONTIER NOTES:

- (U) PLACE 417' OF 2-4" PVC FROM NEW 3'X5' PULLBOX #3 TO NEW 3'X5' PULLBOX #4
V4205 TO H205C
IN: 81' 350 1P
TENSION 1/0 1P 3" DUCT
V4205 TO H205C - 22 LBS
H205C TO V4205 - 16 LBS
- (T) PLACE 442' OF 2-4" PVC FROM NEW 3'X5' PULLBOX #2 TO NEW 3'X5' PULLBOX #3
- (S) PLACE 470' OF 2-4" PVC FROM NEW 3'X5' PULLBOX #3 TO EXISTING POLE 496080E
- (R) PLACE 470' OF 2-4" PVC FROM NEW 3'X5' PULLBOX #3 TO EXISTING POLE 496080E
- (Q) PLACE 195' OF 1-2" PVC FROM NEW 3'X5' PULLBOX #3 TO NEW 2'X3' HH #11
- (P) PLACE 442' OF 2-4" PVC FROM NEW 3'X5' PULLBOX #3 TO NEW 3'X5' PULLBOX #2
- (O) PLACE 100' OF 1-2" PVC FROM NEW 3'X5' PULLBOX #2 TO NEW 2'X3' HH #10
- (N) PLACE 100' OF 1-2" PVC FROM NEW 3'X5' PULLBOX #2 TO NEW 2'X3' HH #9
- (M) PLACE 271' OF 2-4" PVC FROM NEW 3'X5' PULLBOX #1 TO NEW 3'X5' PULLBOX #2
- (L) PLACE 80' OF 1-2" PVC FROM NEW 3'X5' PULLBOX #2 TO NEW 2'X3' HH #8
- (K) PLACE 115' OF 1-2" PVC FROM NEW 3'X5' PULLBOX #2 TO NEW 2'X3' HH #7

COX NOTES:

- (C-3) PLACE (2) 2IN CONDUITS
- (C-5) PLACE A 24X36 NODE PED AND A 3X5 VAULT
THERE SHOULD BE 10.2 IN CONDUITS CONDUITS STUB OUT HERE
- (C-6) PLACE (2) 2IN CONDUITS EXPRESS TO 3XS AT 41 EASTFIELD TO 3XS AT 30 EASTFIELD



SCALE: 1" = 60'
0 60 120

FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J PHONE 310-608-5194	PLANNER WILLIAMS, JENNA J PHONE 310-608-5194	SR NO. 3500715
FOREMAN	TRUCK NO. P/E	INVENTORY MAP NO. THOMAS GUIDE	GRID NO. DESIGN NO.
CSD 140 Y	BY-PASS CODE	EXISTING CHANGE TO	TLM CHECKED XLOAD J.P.A. NO. ASSOCIATED DESIGN NO.
PRODUCT/SAP NO. 2111184-RULE 20B-UG INSTALL	PRODUCT/SAP NO.	PRODUCT/SAP NO.	PRODUCT/SAP NO.
PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS, CA 90274			
TYPE	APPROVED BY	DATE	CHECKED BY
4	6	6	6
Southern California Edison Company			

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact



COX	
□ HAND HOLES	
COX_HH#5	PLACE NEW 17" X 30" VAULT
COX_HH#6	PLACE NEW 17" X 30" VAULT
COX_HH#7	PLACE NEW 17" X 30" VAULT
COX_HH#8	PLACE NEW 17" X 30" VAULT
COX_HH#9	PLACE NEW 17" X 30" VAULT
COX_HH#10	PLACE NEW 17" X 30" VAULT
COX_HH#11	PLACE NEW 17" X 30" VAULT
COX_HH#12	PLACE NEW 17" X 30" VAULT
COX_HH#13	PLACE NEW 17" X 30" VAULT
▣ PULL BOXES	
COX_PB#3	PLACE NEW 3' X 5' VAULT (8) 2" CONDUITS
COX_PB#4	PLACE NEW 24" X 36" NODE PED AND A 3' X 5' VAULT. THERE SHOULD BE (10) 2" CONDUITS STUB OUT HERE
△ PED	
COX_PED#1	PLACE A 24" X 36" NODE PED AND A 3' X 5' VAULT. THERE SHOULD BE (10) 2" CONDUITS STUB OUT HERE

HANDHOLE NOTE: PLACE (2) 2IN CONDUITS IN AND OUT OF ALL 17X30 VAULTS
PULLBOX NOTE: PLACE NEW 3XS VAULT (8) 2" CONDUITS

CROWN CASTLE	
□ VAULTS	
CC_VT#3	PLACE NEW 30" X 48" VAULT IN DIRT @ STA - 73+12.20' FROM CL (VT3)
CC_VT#4	PLACE NEW 30" X 48" VAULT IN DIRT @ STA - 46+97.21' FROM CL (VT4)

NOTE: CROWN ONLY TRENCH FOR REROUTE AROUND
SEE VAULTS AND FOR CROWN CASTLE VAULTS

FRONTIER	
□ HAND HOLES	
FTR_HH#7	PLACE NEW 2' X 3' HH #7 33.754382,-118.334725
FTR_HH#8	PLACE NEW 2' X 3' HH #8 33.754394,-118.334913
FTR_HH#9	PLACE NEW 2' X 3' HH #9 33.754742,-118.335046
FTR_HH#10	PLACE NEW 2' X 3' HH #10 33.754840,-118.335196
FTR_HH#11	PLACE NEW 2' X 3' HH #11 33.755331,-118.335190
▣ PULL BOXES	
FTR_PB#2	PLACE NEW 3' X 5' PULLBOX #2 33.754597,-118.335056
FTR_PB#3	PLACE NEW 3' X 5' PULLBOX #3 33.755799,-118.335216

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG
STATLER 16KV % WALTERIA SUB

	
□ HAND HOLES	
COX_HH#1	PLACE NEW 17" X 30" VAULT
COX_HH#2	PLACE NEW 17" X 30" VAULT
COX_HH#3	PLACE NEW 17" X 30" VAULT
COX_HH#4	PLACE NEW 17" X 30" VAULT
▣ PULL BOXES	
COX_PB#1	PLACE (2) 2" CONDUITS EXPRESS TO 3' X 5' AT 41 EASTFIELD RD
COX_PB#2	PLACE (2) 2" CONDUITS EXPRESS TO 3' X 5' AT 41 EASTFIELD RD
COX_PB#3	PLACE NEW 3' X 5' VAULT (8) 2" CONDUITS

FRONTIER NOTES:

J	PLACE 21" OF 2-4" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 3X5 PULLBOX #2
I	FTR 1001 TRENCH: PLACE 55' OF 1-2" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 2X3 HI #6
H	PLACE 734' OF 2-4" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 2X3 HI #1
G	PLACE 235' OF 1-2" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 2X3 HI #5
F	PLACE 327' OF 1-2" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 2X3 HI #4
E	PLACE 405' OF 1-2" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 2X3 HI #3
D	PLACE 734' OF 2-4" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 2X3 HI #1
C	PLACE 734' OF 2-4" PVC FROM NEW 3X5 PULL BOX #1 INTERSECTION OF 1-2" PVC FROM T1000405 TO RULE 00A
B	PLACE 650' OF 1-2" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 2X3 HI #2
A	PLACE 764' OF 1-2" PVC FROM NEW 3X5 PULLBOX #1 TO NEW 2X3 HI #1

COX NOTES:

- (C-B) PLACE (2) 2IN CONDUITS EXPRESS TO 3X5 AT 41 EASTFIELD TO 3X5 AT 30 EASTFIELD
- (C-A) PLACE (2) NEW 2 IN CONDUITS EXPRESS TO 3X5 AT 41 EASTFIELD



SCALE: 1" = 60'



A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '60' in the middle, and '120' at the right end.

FOR CONSTRUCTION

DISTRICT 44 -- SOUTH BAY		PROJ. MGR. WILLIAMS, JENNA J PHONE 310-608-5194		PLANNER WILLIAMS, JENNA J PHONE 310-608-5194		SR NO. 3500715	
FOREMAN		TRUCK NO. P/E		INVENTORY MAP NO. THOMAS GUIDE		GRID NO.	
						DESIGN NO.	
CSD 140 Y		BY-PASS		EXISTING		TLM	
NO.		CODE		CHANGE TO		CHECKED	
						%LOAD	
PRODUCT/SAP NO.				PRODUCT/SAP NO.			
2111184-RULE 20B-UG INSTALL							
						PROPOSED CONSTRUCTION (LOCATION)	
						EAST 20B	
						45 RUSTFIELD DR	
						ROLLING HILLS, CA 90274	
						SHEET	
						JOB NO.	
TYPE		APPROVED BY		DATE		CHECKED BY	
						DRAWN BY	
						PAX #	
						5 of 6	
Southern California Edison Company							



AMPIRICAL

[illegible]

TD12111854

Ci: 25657648 PULL BOX

2'-6"x4"x3'-6" CONCRETE LT TRAFFIC

Ci: 1 - S SPL BOX PB 2'6"x4"x3'6" CONC LT TRAF
CF: 1 - SS TAX EXCV CST FOR BD/PA/PB/PME/SB/SE
IN: 2 - CNN PTAIL STIRT FOR 20A MTR 350/4/0 1P
IN: 1 - SL CBL RACK STL 30" FOR PB
IN: 1 - CNN BAR 1/2 LT DUTY #8-350 1P 6-WAY
CF: 10' - CM DUCT 2 1/2" TO 4" (x7648 to P/L#24)
CF: 14' - CM DUCT 2 1/2" TO 4" (x7648 to P/L#46)
CF: 6' - CM DUCT 2 1/2" TO 4" (x7648 to PED)
CF: 10' - CM DUCT FOR EXCAVATION (x7648 to P/L#24)
CF: 14' - CM DUCT FOR EXCAVATION (x7648 to P/L#46)
CF: 6' - CM DUCT FOR EXCAVATION (x7648 to PED)
IN: 105' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (x7648 TO PN
78' - 78" (2) 4/0, (1) 1/0 600V CLP PLEX
IN: 285' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (x7648 TO PN
6' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (x7648 TO

CI: 1211184
 CI: V57472406 VAULT 20
 7'x18'x8'
 TUB STYLE
 CI: 1 - S V 7'x18'x8' TUB 2 PIECE
 CF: 1 - SS TAX EXCV CST FOR VLT
 IN: 2 - JJ 3-DBE 1000 600A
 IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
 IN: 4 - JJ DE DB RCPIT INS W/TST PNT 600A
 IN: 1 - SL CBL RAG STL 30' FOR VLT/MH
 IN: 1 - SW UC SF6 LB RAG 4-WY 600A 17.5KV
 LINE DEVICE ID:
 CF: 39' - CM DUCT 2 1/2" x 4" (V4206 TO P3070)
 CF: 1976' - CM DUCT 5" (V4206 TO V4207)
 CF: 39' - CM DUCT FOR EXCAVATION (V4206 TO P3070)
 CF: 494' - CM DUCT FOR EXCAVATION (V4206 TO V4207)
 IN: 1443' - CBL 1000 AL 1-1/4 17KV CLP PJ (V4206 TO V4207)
 MI: 297' - CBL 1000 AL 1-1/4 17KV CLP PJ
 IN: 39' - CBL 1/0 AL 2/C 17KV CLP 220 MIL (V4206 TO P3070)
 MI: 15' - CBL 1/0 AL 2/C 17KV CLP 220 MIL

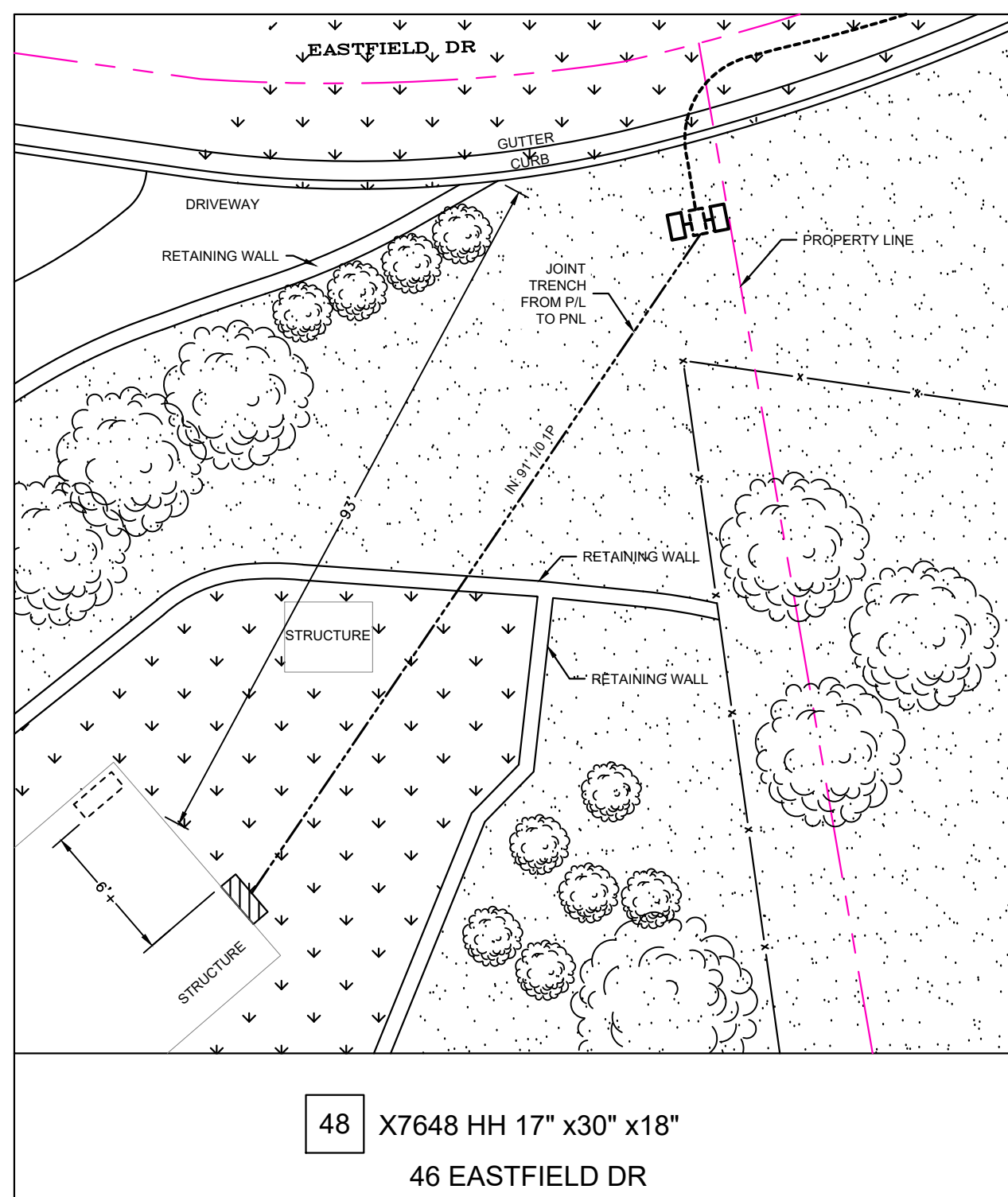
LEGEND	
	DIRT / SAND
	GRASS / GROUNDCOVER
	STONE WALL
	CONCRETE / DRIVEWAY
	ASPHALT / DRIVEWAY
	ROCK PAVERS
	NATURAL ROCK FEATURE
FENCE	

TD2111184 2QQ RULE 20B INSTALL UG
STATLER 16KV % WALTERIA SUB

The figure consists of four site plan diagrams, each showing a different type of stormwater management structure installed at a specific address along Eastfield Drive. The diagrams are labeled with their respective structure numbers and addresses:

- Diagram 9:** H201C HH 17" x30" x18" at 27 EASTFIELD DR. The structure is a circular catch basin with a joint trench from the property line (P.L.) to the point of installation (P.I.). The driveway is shown with a gutter and a curb.
- Diagram 12:** H202A HH 17" x30" x18" at 29 EASTFIELD DR. The structure is a rectangular catch basin with a joint trench from the P.L. to the P.I. The driveway is shown with a gutter and a curb.
- Diagram 33:** H205E HH 17" x30" x18" at 38 EASTFIELD DR. The structure is a rectangular catch basin with a joint trench from the P.L. to the P.I. The driveway is shown with a gutter and a curb.
- Diagram 38:** H207A HH 17" x30" x18" at 42 EASTFIELD DR. The structure is a rectangular catch basin with a joint trench from the P.L. to the P.I. The driveway is shown with a gutter and a curb.

1. MEASUREMENTS SHOWN ON SITE DETAILS ARE ESTIMATES BASED ON FIELDING INFORMATION AND GOOGLE EARTH.
2. CONTRACTOR / DEVELOPER IS RESPONSIBLE FOR VERIFYING ACTUAL TRENCH MEASUREMENTS.
3. NOT ALL OF THE SITE DETAILS ARE SHOWN FOR ALL UNDERGROUND SERVICE RUNS TO CUSTOMERS ALONG THE PROJECT ROUTE. CONTRACTOR IS ADVISED TO MINIMIZE DISRUPTIONS AND IMPACTS TO CUSTOMERS LANDSCAPE AND HARDSCAPE. CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL LANDSCAPE AND HARDSCAPE IN KIND, LIKE FOR LIKE.
4. PLAN VIEW DETAILS ARE ONLY SHOWN FOR LOCATIONS WHERE A KNOWN PANEL RELOCATION IS NEEDED. PANEL RELOCATIONS SHOWN ARE TO BE RELOCATED NO MORE THAN 6 FT AWAY. AFCI BREAKERS ARE REQUIRED IN THAT NEW MAIN SERVICE PANEL. HOWEVER, THIS WOULDN'T BE REQUIRED IF THE CONTRACTOR IS ABLE TO REPLACE THE EXISTING MAIN SERVICE PANEL WITH A SUBPANEL IN THE SAME LOCATION. THE NEW MAIN SERVICE PANEL LOCATION WOULD THEN ONLY HAVE A FEEDER BREAKER AND LARGER GAUGE WIRES TO RE-FEED THE NEW SUBPANEL.
5. ALL OTHER PANEL LOCATIONS FOR RESIDENCES NOT SHOWN IN THE SITE DETAILS ARE TO REMAIN IN PLACE.



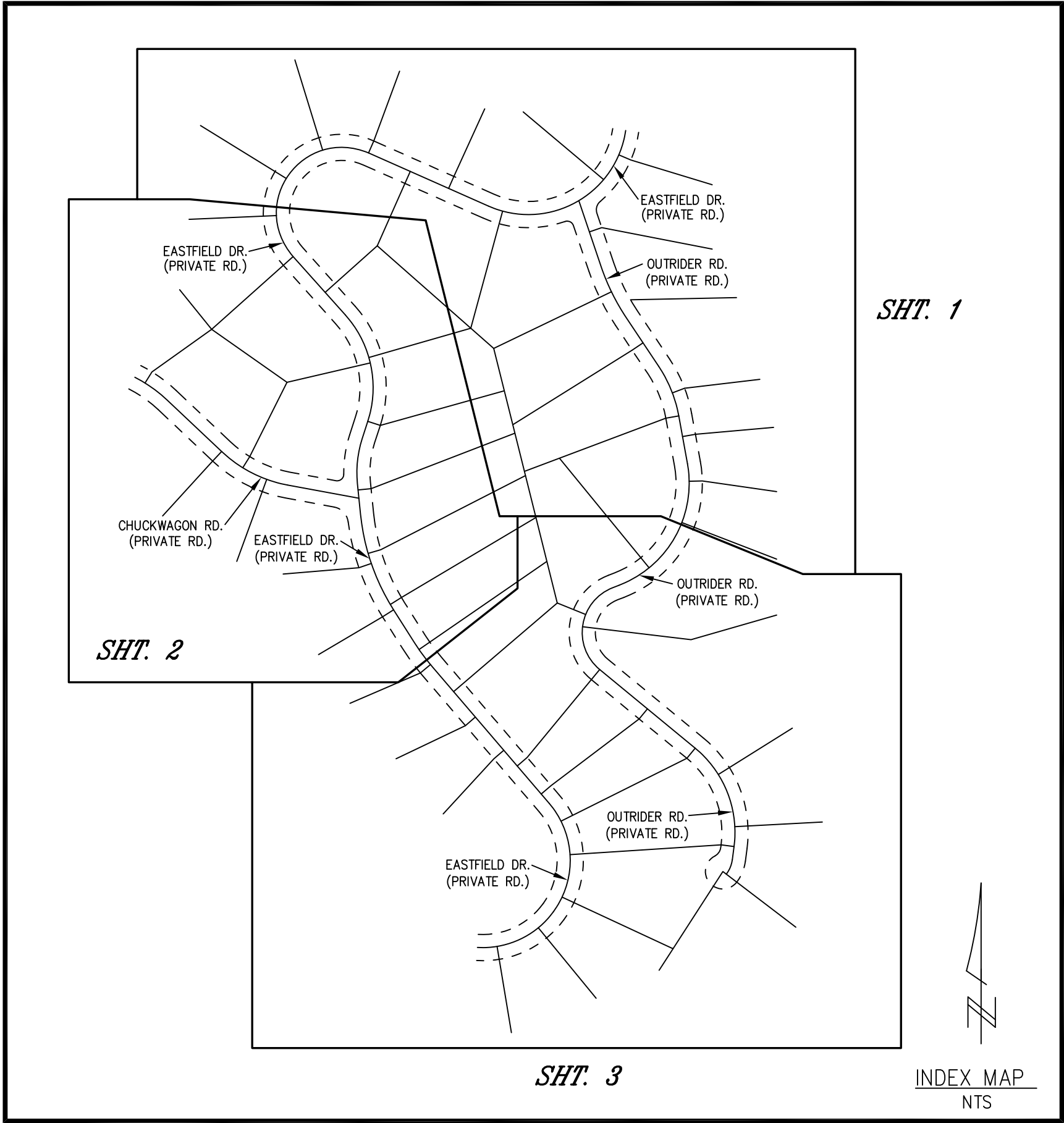
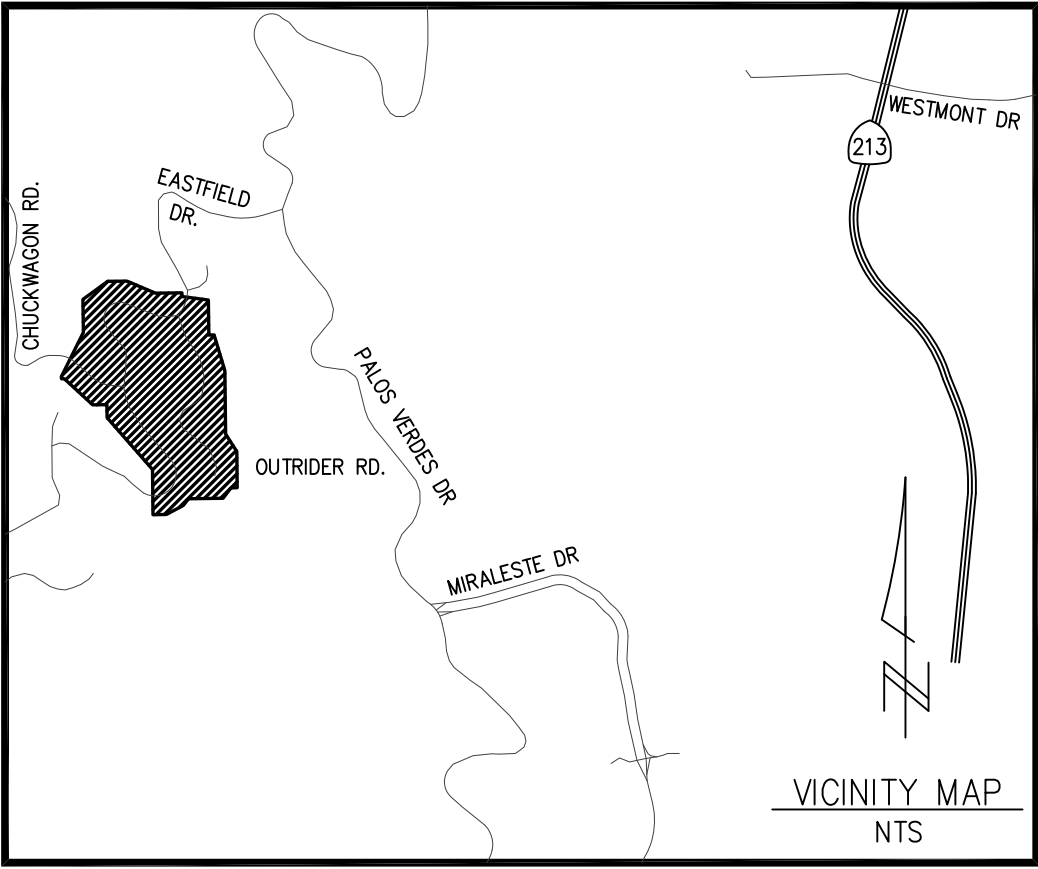
UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
FOR UNDERGROUND LOCATING
TWO WORKING DAYS BEFORE YOU DIG

[illegible]

FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY		PROJ. MGR. WILLIAMS, JENNA J PHONE 310-608-5194		PLANNER WILLIAMS, JENNA J PHONE 310-608-5194		SR NO. 3500715	
FOREMAN		TRUCK NO. P/E		INVENTORY MAP NO. THOMAS GUIDE		GRID NO. DESIGN NO.	
CSD 140 Y <u> </u> BY-PASS N <u> </u> CODE		EXISTING CHANGE TO <u> </u>		TLM <u> </u> J.P.A. NO.		ASSOCIATED DESIGN NO.	
PRODUCT/SAP NO. 2111184-RULE 20B-UG INSTALL		PRODUCT/SAP NO.		PRODUCT/SAP NO.			
				PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS, CA 90274			
-		-		-			
-		-		-			
-		-		-			
TYPE		APPROVED BY		DATE		CHECKED BY	
						DRAWN BY	
						PAX #	
						SHEET	
						JOB NO.	
Southern California Edison Company 6 of 6							

Southern California Edison



NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG
STATLER 16KV % WALTERIA SUB

PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	☒
PWRD 88 REQUIRED UG	☒
CIVIL ONLY WORK ORDER	☒
PERMIT REQUIRED	☒
PERMIT TYPE: ENCROACHMENT	
OUTAGE REQUIRED	☒
OUTAGE DATE: TBD	TIME: TBD
TRAFFIC CONTROL REQUIRED	☒
PED. TRAFFIC CONTROL REQ'D	☒
CONVEYANCE LETTER REQ'D	☒
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED	☒
CSD 140 (TLM) REQ'D	☒
CIRCUIT MAP CHANGE REQ'D (TD 203)	☒
DIG ALERT APP	☒
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	☒
UTILIQUEST NOTIFIED	☒
FAA MARKING REQ'D	☒
FAA TYPE: _____	
STANDARD ADHERENCE: 02_Q/_/2024_Y	

0124: 02/23/24

INVENTORY MAP NO.'S				
LT-7636-G	LT-7635-A2			
LT-7636-H	LT-7635-A4			
LT-7635-A	LT-7635-B1			
LT-7635-B	LT-7635-C1			
LT-7635-C	LT-7635-C2			
LT-7635-D	LT-7635-C3			
LT-7636-G4	LT-7635-C4			
LT-7636-H3	LT-7635-E2			
0127A: Rev. 11/10/20				
DISTRICT 44 - SOUTH BAY		PROJ. MGR. WILLIAMS, JENNA J PHONE 714-430-7842	PLANNER WILLIAMS, JENNA J PHONE 310-720-6086	DESIGNER CHIN, ELIZABETH
PROJECT NO. 2612821	SERVICE REQUEST 3500715	MSR NO. 2111184	PRODUCT-1	ASSOC DESIGN
CIRCUIT / VOLTAGE STATLER 16KV	GPS	PRODUCT-2	ASSOC DESIGN	
ISS / PG NO. WALTERIA SUB	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN	
INVENTORY MAP VARIOUS		J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274	
F 12/29/2023	MIDILA K	J WILLIAMS	E CHIN	16484
P 10/10/2023	MIDILA K	J WILLIAMS	E CHIN	16484
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY
Southern California Edison Company				
SHEET 1 of 7				DESIGN/DRWG NO. 1608857

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016: Rev. 05/28/20

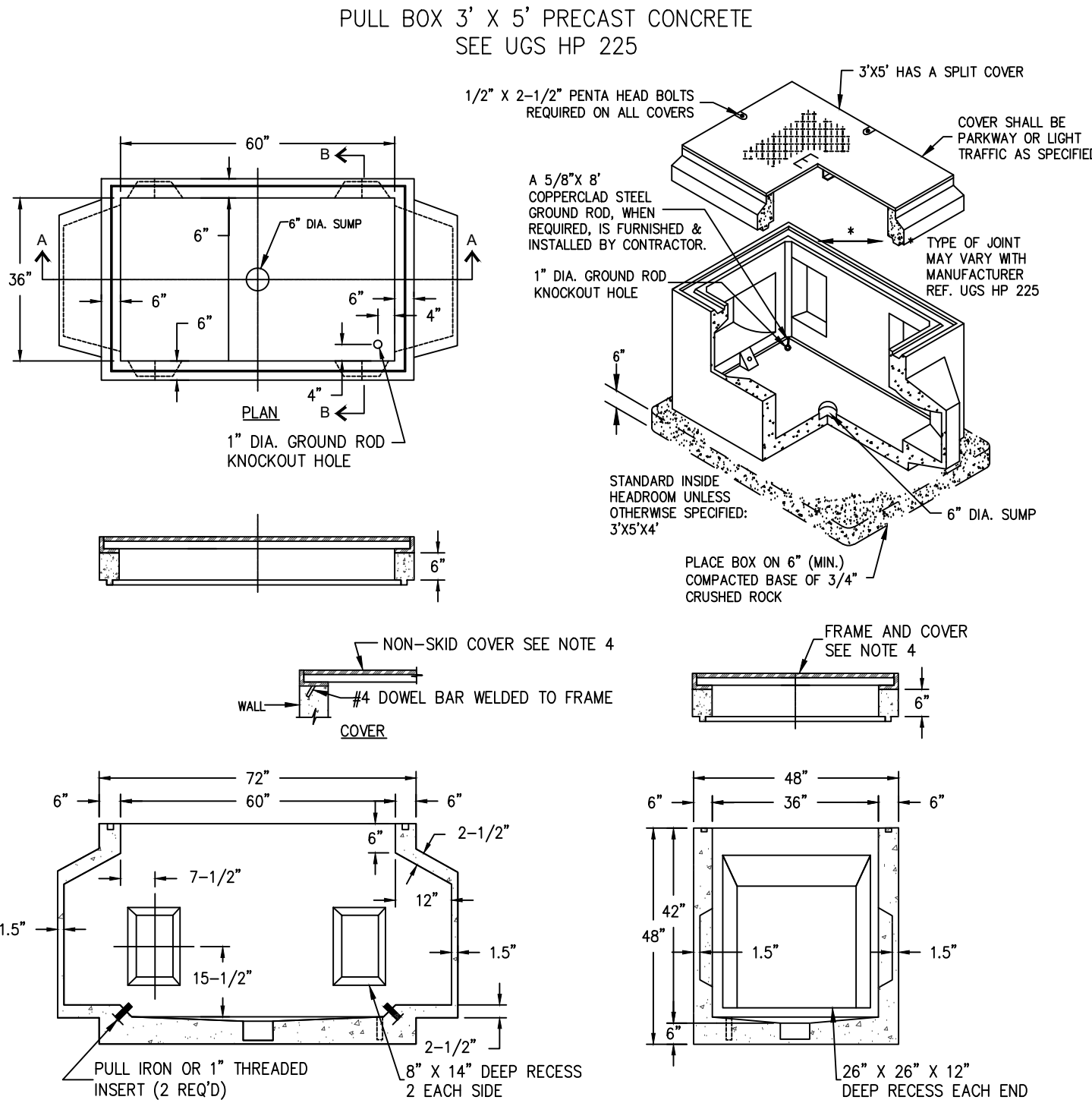
NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

CITY OF ROLLING HILLS

TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB

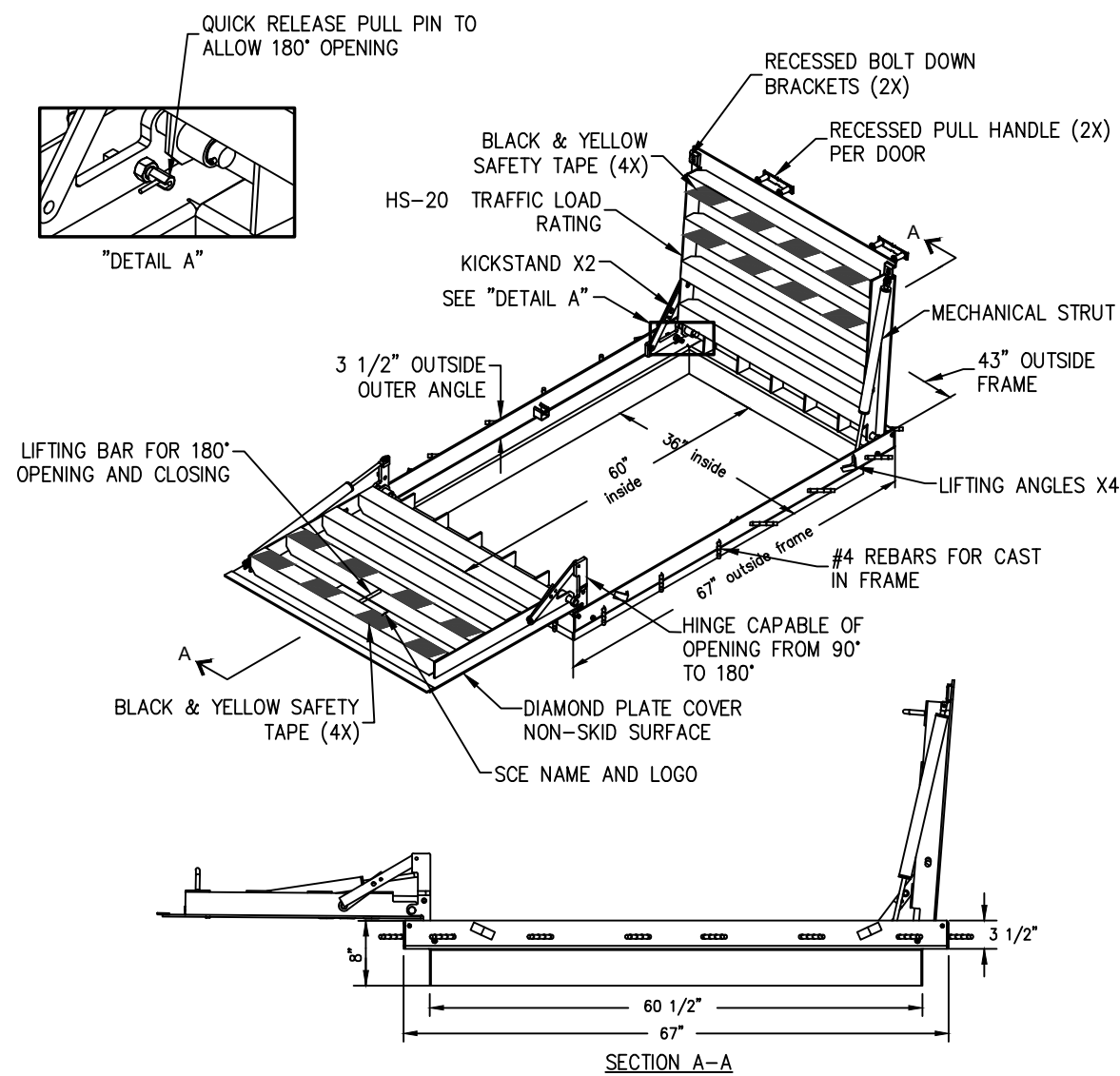
PULL BOX 4' X 6'-6" PRECAST CONCRETE
SEE UGS HP 228



- NOTE(S):
1. REINFORCEMENT:
H20-5 BRIDGE LOADING.
 2. CONCRETE:
CONCRETE SHALL BE CLASS "A" WITH 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI (MINIMUM). SLIGHT TAPER
(3/4" IN DEPTH OF PULL BOX) AND 1" CHAMFER ON ALL INSIDE CORNERS PERMITTED FOR EASE OF FORMING.
 3. INSTALLATION:
PULL BOX SHALL BE PLACED ON 6" (MINIMUM) COMPACTED ROCK OR SAND BASE TO ENSURE UNIFORM DISTRIBUTION
OF SOIL PRESSURE IN FLOOR. MINIMUM EXCAVATION FOR PULL BOX SHALL BE 52" X 97" X DEPTH TO SUIT JOB.
 4. COVERS:
SEE FC 612 AND FC 618 FOR PULL BOX COVERS.
 5. GRADE RINGS:
INSTALLING CONTRACTOR SHALL PROVIDE GRADE RINGS (6" MINIMUM) AS NECESSARY IN ORDER TO MAINTAIN COVER
OVER CONDUITS PER SCE SPECIFICATIONS OR PERMIT AGENCY SPECIFICATIONS, WHICHEVER IS GREATER.
 6. PULL IRONS AND EYES:
SEE AC 729 FOR PULL IRONS AND AC 720 FOR PULL EYES.

D53C: Rev. 02/12/21

36" X 60" LIFT ASSIST STEEL PULL BOX COVER – FULL TRAFFIC
SEE UGS FC 615



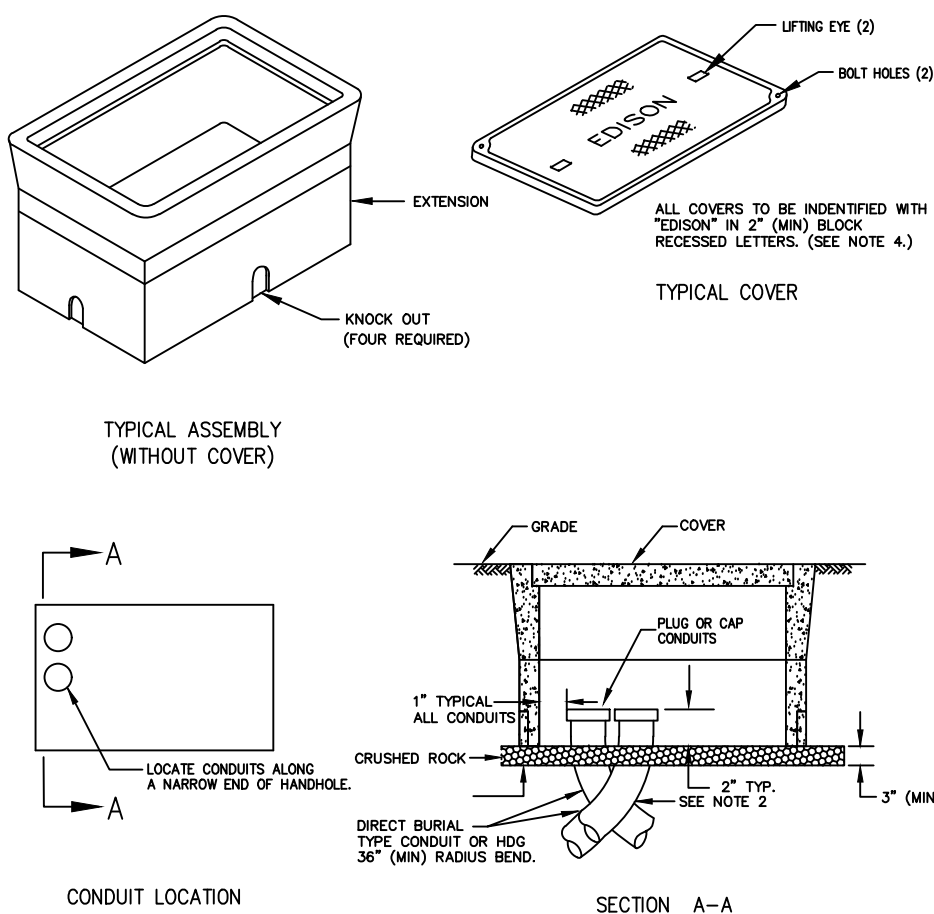
- COVER NOTES:
1. COVERS TO BE USED WITH FRAME. CLEARANCE BETWEEN COVER AND FRAME SHALL BE 3/16" ALL AROUND.
 2. FOUR (4) 1/2-13 NC X 1-1/2 PENTA HEAD STAINLESS STEEL BOLTS PER COVER.
 3. STEEL COVER PLATE SHALL BE ASTM A-36 MANUFACTURED WITH 1/4" THICK PLATE.
 4. COVER IS TO BE HOT-DIP GALVANIZED AFTER FABRICATION.
 5. ALL MANUFACTURER'S COVER TO BE INTERCHANGEABLE.

- FRAME NOTES:
1. STEEL FRAMES SHALL BE ASTM A-36.
 2. FRAMES SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.

- DESIGN CRITERIA:
1. ALL FRAMES AND SHAPES SHALL BE ASTM A-36.
 2. HS-20 LOAD CONDITION PER AASHTO AND ASTM C857.
 3. ASTM C 1802-18B, LOAD LEVEL 6.
 4. LOAD IMPACT: 30% MINIMUM.
 5. AWS E70-6 CO GAS SHIELDING WIRE.

D14G: Rev. 02/12/21

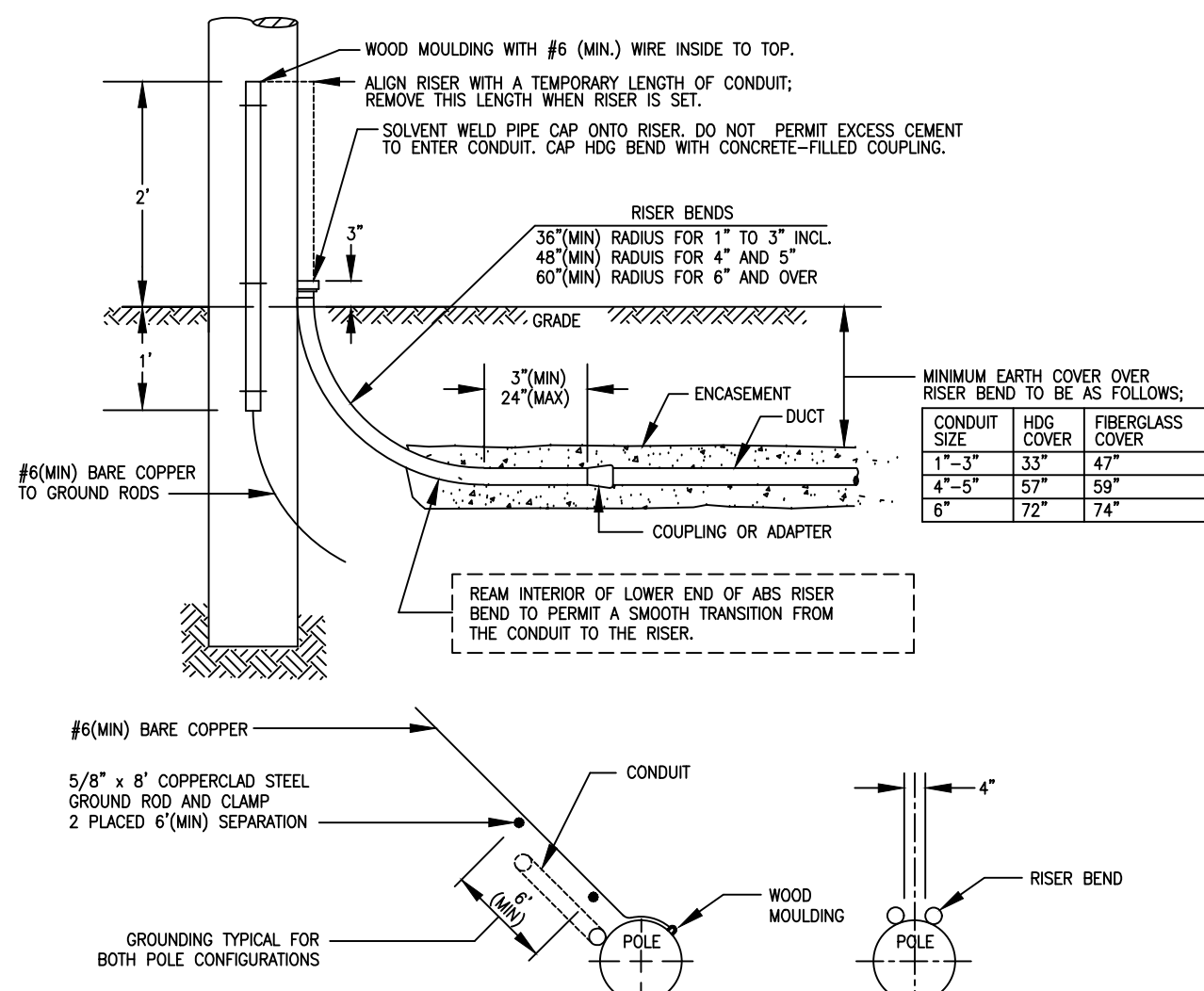
TYPICAL HANDHOLE INSTALLATION
SEE UGS HP 205



- NOTES:
1. SEE UGS HP 200 FOR DIMENSIONS OF VARIOUS SIZE HANDHOLES AVAILABLE.
 2. RADIUS ANGLE MAY BE REDUCED TO LESS THAN 90° PROVIDING THE PROJECTED CENTER LINE OF THE CONDUIT
CLEARS HANDHOLE OPENING.
 3. TWO HOLD DOWN DEVICES TO BE SUPPLIED WITH EACH HANDHOLE.
 4. COVER SHALL BE IDENTIFIED WITH "EDISON" IN MINIMUM 2-INCH LETTERS OR LABELS PERMANENTLY
SECURED TO THE U.G.
 5. FOR MAINTENANCE ON 10-1/2" X 17" CONCRETE HANDHOLES USE SWINGBOLT WITH SAP 10204721.

D15: REV. 03/18/19

POLE RISER BEND STANDARD LOCATION
SEE UGS CD 160



1. APPROVED RISER BENDS ARE SHOWN ON FOLLOWING TABLE:

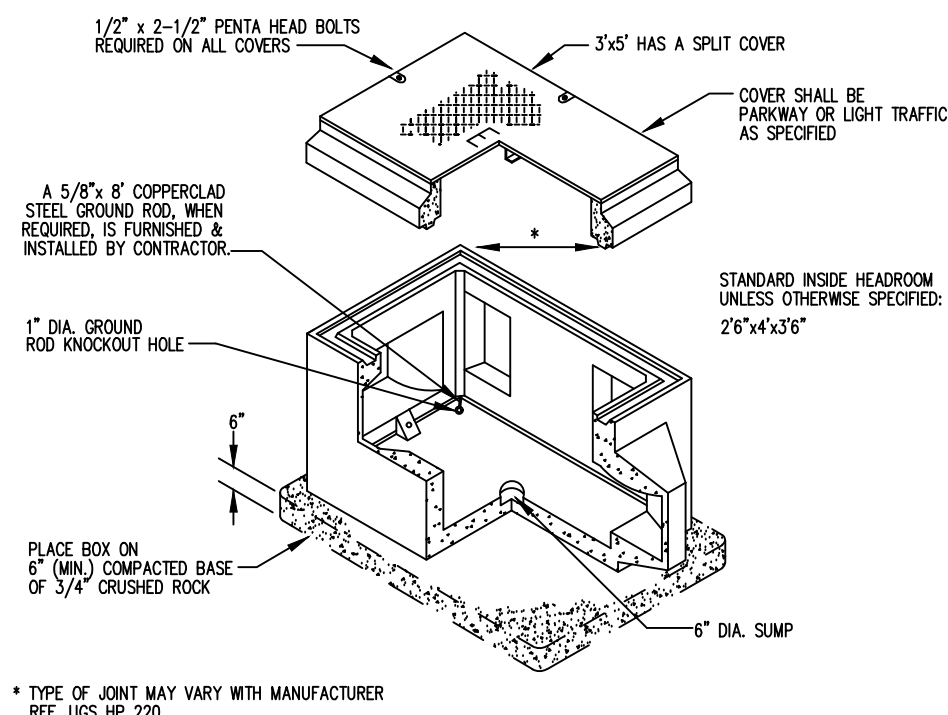
	SIZE					
MATERIAL	1"	1-1/2"	2"	2-1/2"	3"	4"
ABS	-	-	-	-	-	-
FIBERGLASS	-	-	-	-	-	-
HDG	X	X	X	X	X	X

NOTE: 6" HDG OR FIBERGLASS RISER BEND SHALL BE USED WHEN SPECIFIED
ON THE WORKING DRAWING. SEE UGS AC 702 FOR GROUNDING HDG RISER BENDS.

2. THE TOP AND BOTTOM OF 3", 4", 5" OR 6" FIBERGLASS BENDS ARE FURNISHED WITH PERMANENTLY ATTACHED PVC
COUPLINGS. ALSO INCLUDED IS A 6" LONG 3", 4", 5" OR 6" SCHEDULE 80 PVC STUB-OUT, SOLVENT WELDED INTO
THE TOP COUPLING. SEE UGS CD 168 FOR FIBERGLASS RISER BEND MATERIAL INFORMATION AND SUPPLIERS.
3. TWO GROUND RODS ARE REQUIRED AT ALL PRIMARY RISER POLES. DRIVE RODS IN TRENCH BOTTOM WITH 6" MINIMUM
SEPARATION IN UNDISTURBED EARTH. LEAVE THE ROD TOPS 3" ABOVE THE TRENCH BOTTOM AND ATTACH
CONTINUOUS GROUND WIRE WITH CLAMPS. EXTEND WIRE TO INDICATED LOCATION ON POLE AND STUB UP
2" ABOVE GRADE IN WOOD MOULDING. ALL GROUNDING MATERIALS FURNISHED BY CONTRACTORS. SEE UGS AC 703 FOR
APPROVED GROUNDING MATERIALS.
4. ENCASEMENT REQUIRED ONLY WHEN CALLED OUT ON WORKING DRAWING.
5. TWO RISERS MAY BE SUBSTITUTED FOR FIBERGLASS FOR STRAIGHT RUNS OF 150' OR LESS IN CONDUIT SIZES 4" AND
UNDER.

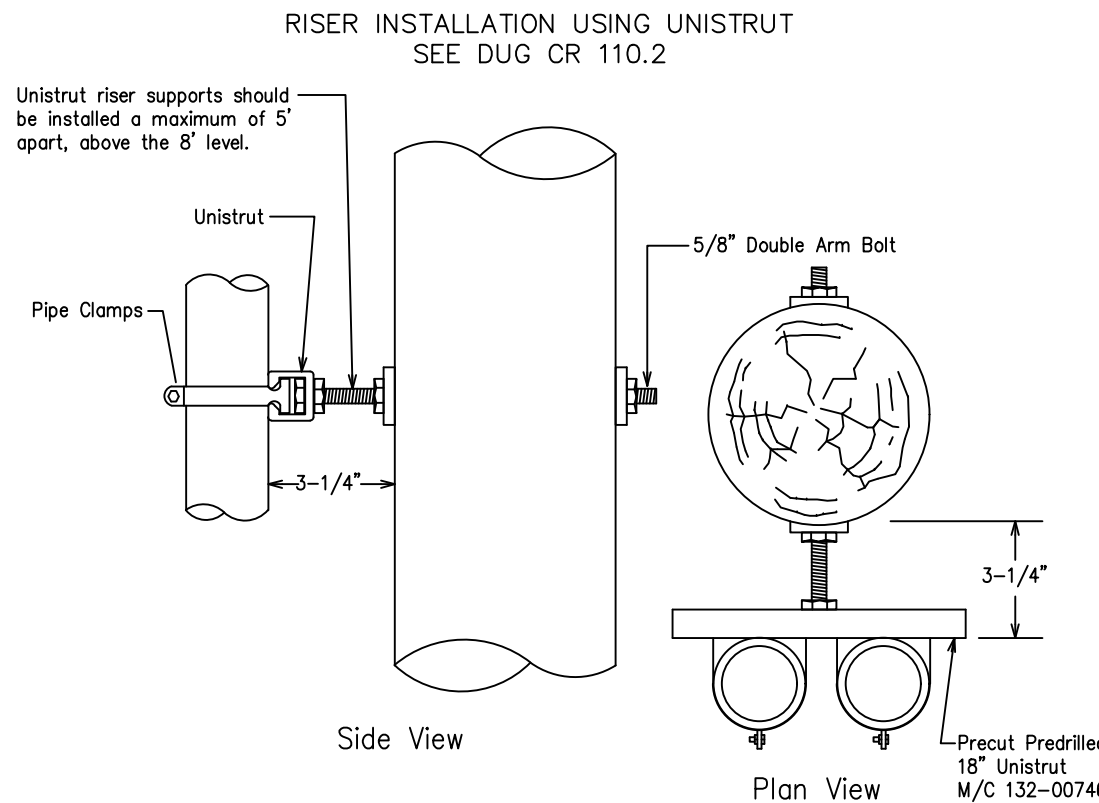
D18: REV. 02/14/11

PRECAST CONCRETE PULL BOX WITH DEEP RECESSES
(2'-6" X 4')
SEE UGS HP 220



- NOTE(S):
1. REINFORCEMENT:
H20-5 BRIDGE LOADING.
 2. CONCRETE:
CONCRETE SHALL BE CLASS "A" WITH 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI (MINIMUM). SLIGHT TAPER (3/4" IN DEPTH OF PULL BOX) AND 1"
CHAMFER ON ALL INSIDE CORNERS PERMITTED FOR EASE OF FORMING.
 3. INSTALLATION:
PULL BOX SHALL BE PLACED ON 6" (MINIMUM) COMPACTED ROCK OR SAND BASE TO ENSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE IN FLOOR. MINIMUM
EXCAVATION FOR PULL BOX SHALL BE 48" X 65" X DEPTH TO SUIT JOB.
 4. COVERS:
SEE FC 612 AND FC 618 FOR PULL BOX COVERS.
 5. GRADE RINGS:
INSTALLING CONTRACTOR SHALL PROVIDE GRADE RINGS (6" MINIMUM) AS NECESSARY IN ORDER TO MAINTAIN COVER OVER CONDUITS PER SCE SPECIFICATIONS
OR PERMIT AGENCY SPECIFICATIONS, WHICHEVER IS GREATER.
 6. PULL IRONS AND EYES:
SEE AC 729 FOR PULL IRONS AND AC 720 FOR PULL EYES.
 7. SEE FC 616.
 8. SEE FC 606.

D53B: Rev. 10/26/20



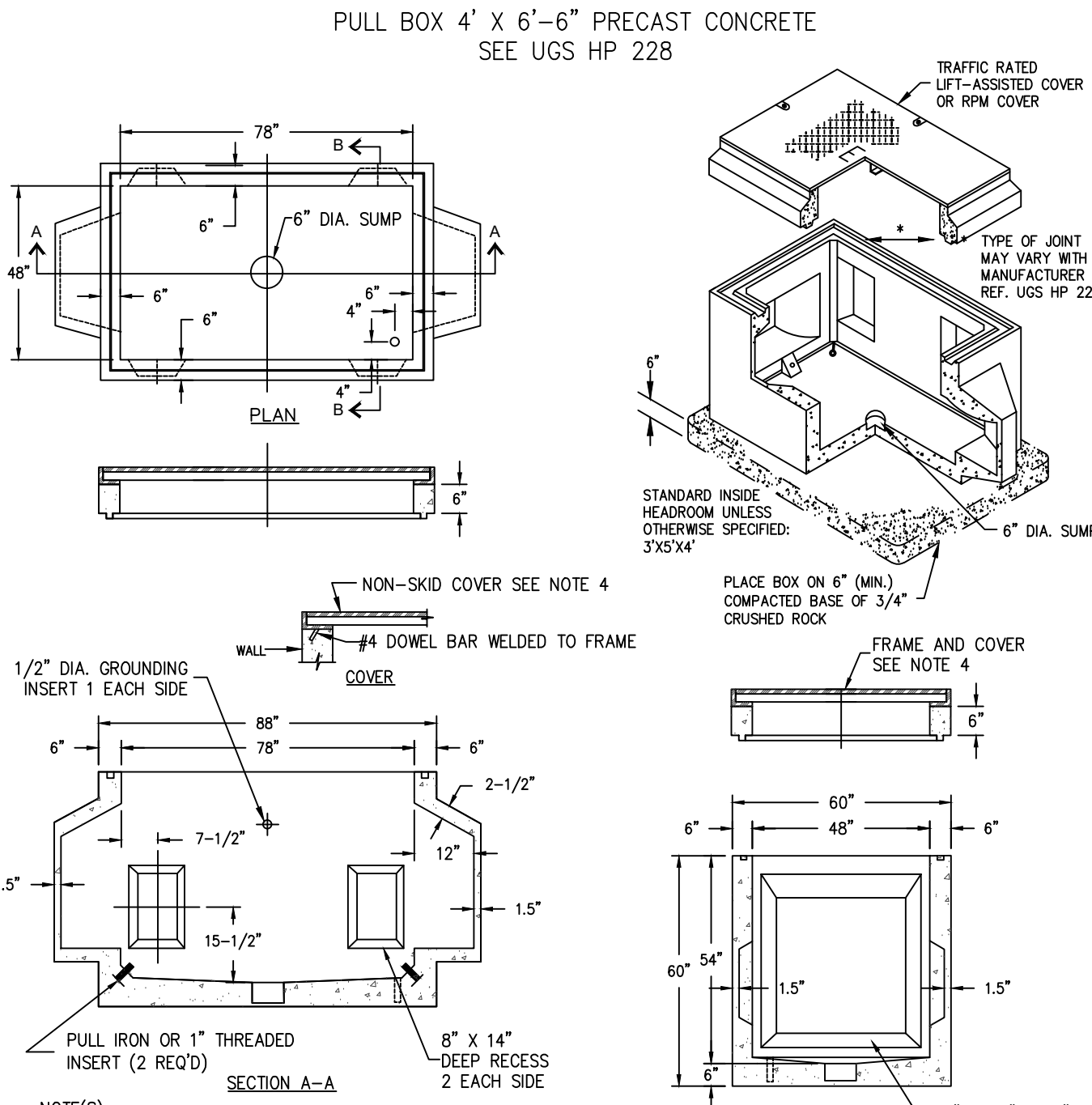
CONVENTIONAL RISER INSTALLATION

- NOTE(S):
1. All notes pertaining to Figure CR 110-1.1 (Sheet 1) construction on scope CR 110.1 also apply to risers
supported by a unistrut.
 - 1.0 APPLICATION
The unistrut shown in Figure CR 110-5 (Sheet 3) is the preferred method where multiple risers are required.
 - 2.0 MATERIAL

TABLE CR 110-2: Unistrut Pipe Clamps

Clamp Size (in)	Material Code
1	622-04052
2	133-48248
2.5	133-48214
3	133-00025
4	133-00017
5	133-48008
6	132-00746

REF.: DUG CR 110.2
D3B: REV. 02/16/11



- NOTE(S):
1. STRUCTURAL DESIGN CRITERIA:
A. HS-20-44 LOADING PER ASTM C 857
B. LIFT ASSIST STEEL COVER DESIGN SHALL MEET ASTM C1802 LOAD LEVEL 6 (FULL TRAFFIC).
 2. CONCRETE:
CONCRETE SHALL BE CLASS "A" WITH 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI. SLIGHT TAPER
(3/4" IN DEPTH OF PULL BOX) AND 1" CHAMFER OF ALL INSIDE CORNERS PERMITTED FOR EASE OF FORMING.
 3. INSTALLATION:
PULL BOX SHALL BE PLACED ON MINIMUM OF 6" COMPACTED ROCK OR SAND BASE TO ENSURE UNIFORM
DISTRIBUTION OF SOIL PRESSURE IN FLOOR. MINIMUM EXCAVATION FOR PULL BOX SHALL BE 84" X 114" X DEPTH
TO SUIT THE JOB.
 4. COVERS:
SEE FC 616 FOR PULL BOX COVER. RPM COVER SHALL BE AVAILABLE AS AN OPTION. MINIMUM COVER COEFFICIENT
OF FRICTION (COF) OF 0.70.
 5. GRADE RINGS:
INSTALLING CONTRACTOR SHALL PROVIDE GRADE RINGS (6" MINIMUM) AS NECESSARY IN ORDER TO MAINTAIN
COVER OVER CONDUITS PER SCE SPECIFICATIONS OR PERMIT AGENCY SPECIFICATIONS, WHICHEVER IS GREATER.
 6. PULL IRONS AND EYES:
SEE AC 729 FOR PULL IRONS AND AC 720 FOR PULL EYES.

D13B: REV. 02/12/21

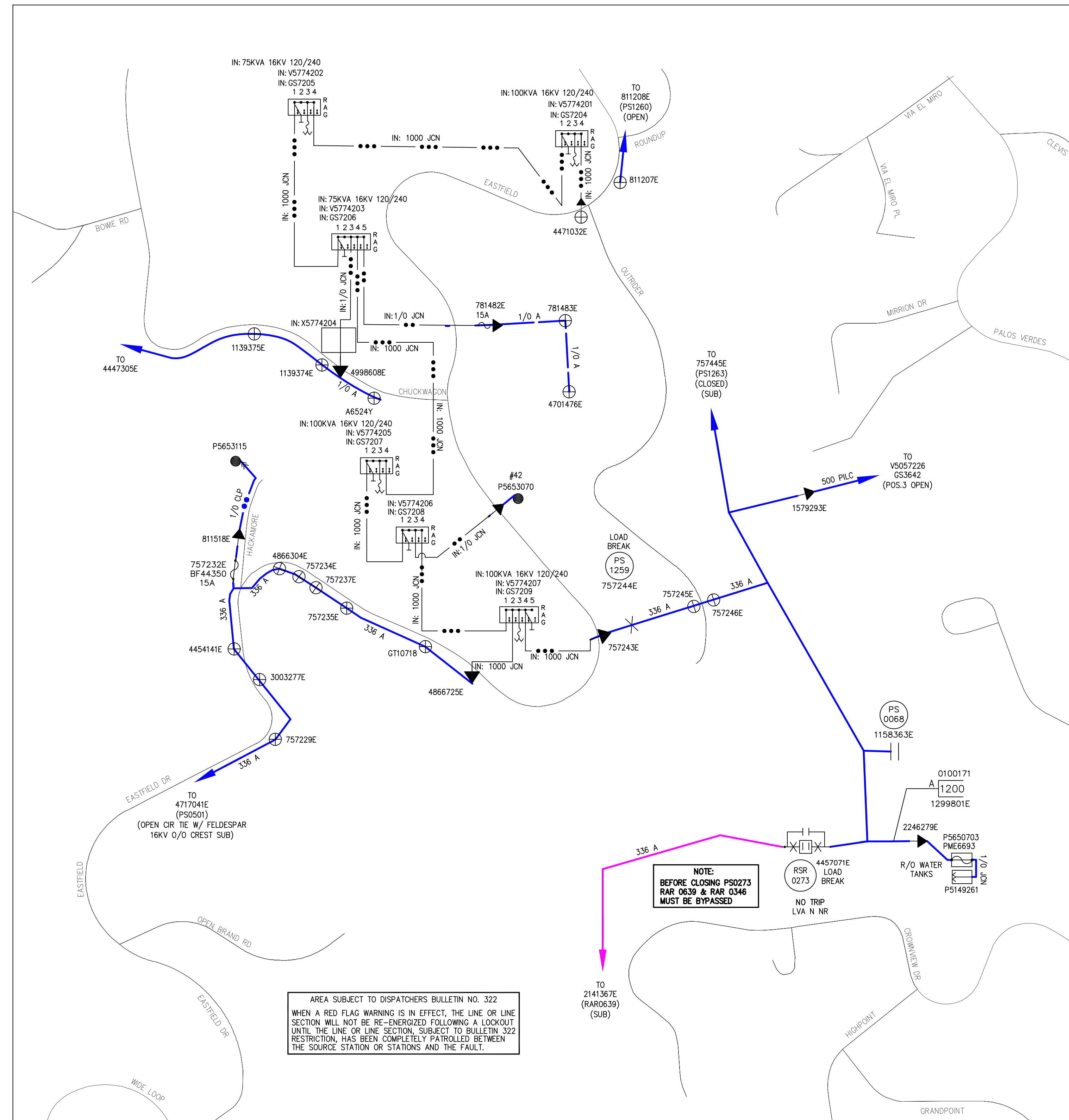


SCALE: 1" = 60'

FINAL DESIGN
APPROVED FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY		PROJ. MGR. WILLIAMS, JENNA J PHONE 3106085194		PLANNER WILLIAMS, JENNA J PHONE 3106085194		DESIGNER CHIN, ELIZABETH			
PROJECT NO. 2612821		SERVICE REQUEST 13500715		MSR NO. GPS		PRODUCT-1 2111184-RULE 20B-UG INSTALL		ASSOC DESIGN	
CIRCUIT / VOLTAGE STATLER 16KV		SUB / PG NO. WALTERIA SUB		CIRCUIT CODE		PRODUCT-2		ASSOC DESIGN	
INVENTORY MAP VARIOUS		J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274		PAX #		ASSOC DESIGN	
F 12/29/2023		MIDIA K		J WILLIAMS		E CHN		16484	
F 11/28/2023		MIDIA K		J WILLIAMS		E CHN		16484	
TYPE		DATE		APPROVED BY		CHECKED BY		DESIGN/PDRWG NO.	
				DRAWN BY		PAX #		1608857_0.01	
Southern California Edison Company									

PROPOSED SINGLE LINE
STATLER 16KV % WALTERIA SUB



DISTRICT 44 - SOUTH BAY		PROJ. MGR. WILLIAMS, JENNA J PHONE 3106085194		PLANNER WILLIAMS, JENNA J PHONE 3106085194		DESIGNER CHIN, ELIZABETH	
PROJECT NO. 3500715		MSR NO.		PRODUCT-1 2111184-RULE 20B-UG INSTALL		ASSOC DESIGN	
CIRCUIT / VOLTAGE STATLER 16KV		GPS		PRODUCT-2		ASSOC DESIGN	
SUB / PG NO. WALTERIA SUB		CIRCUIT CODE		PRODUCT-3		ASSOC DESIGN	
INVENTORY MAP VARIOUS		J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274			
F 12/29/2023		MUDILA K	J WILLIAMS	E CHIN	16484		
P 11/28/2023		MUDILA K	J WILLIAMS	E CHIN	16484		
TYPE DATE APPROVED BY		CHECKED BY		DRAWN BY		PAX # SHEET	
						DESIGN/DRWG NO.	
Southern California Edison Company				4 of 7		1608857-001	
						PAX# 4441557	

NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB

V5774201	VD=1.1 FL=2.58 200 PANEL 120/240V 1P 17.1KW STONS 21 EASTFIELD DR ROLLING HILLS, CA 90274	VD=3.5 FL=4.03 200 PANEL 120/240V 1P 30.5KW STONS 23 EASTFIELD DR ROLLING HILLS, CA 90274	VD=3.01 FL=4.96 200 PANEL 120/240V 1P 12.4KW STONS 25 EASTFIELD DR ROLLING HILLS, CA 90274	VD=2.98 FL=4.56 200 PANEL 120/240V 1P 14.9KW STONS 27 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.95 FL=4.54 200 PANEL 120/240V 1P 12.9KW 4-TONS 2 OUTRIDER RD ROLLING HILLS, CA 90274
V5774202	VD=0.97 FL=4.63 200 PANEL 120/240V 1P 7.6KW STONS 24 EASTFIELD DR ROLLING HILLS, CA 90274	VD=0.38 FL=3.22 200 PANEL 120/240V 1P 2.3KW 2TNS 29 EASTFIELD DR ROLLING HILLS, CA 90274	VD=0.56 FL=2.63 200 PANEL 120/240V 1P 7.6KW STONS 31 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.44 FL=4.35 200 PANEL 120/240V 1P 11.6KW STONS 33 EASTFIELD DR ROLLING HILLS, CA 90274	

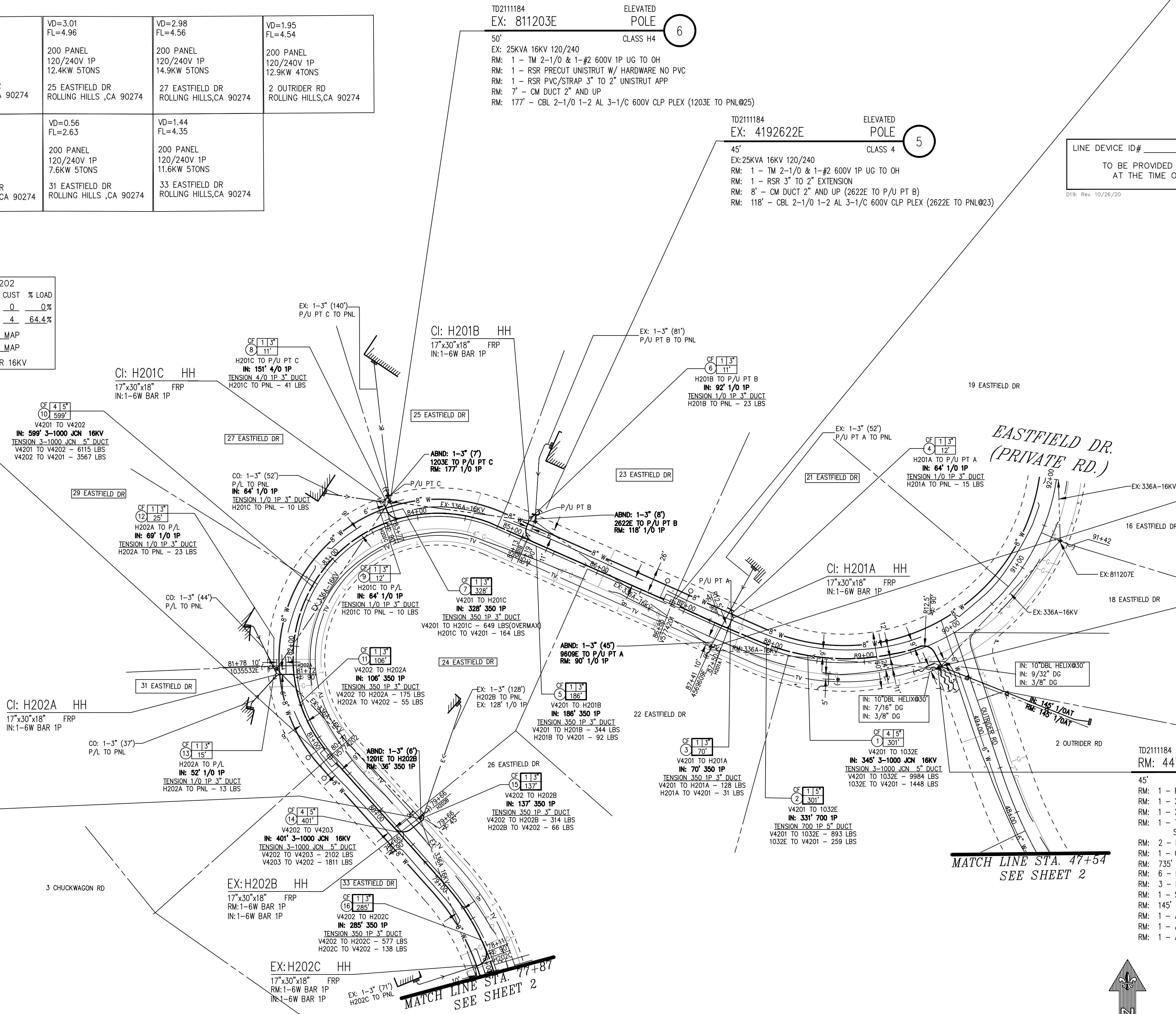
LINE DEVICE ID# GS7205
TO BE PROVIDED BY DISTRICT
AT THE TIME OF INSTALL

T.L.M. DATA: 5774202
SIZE KVA CUST % LOAD
EXIST. 0 0 0 0.0%
PROP. 75 32.2 4 64.4%
VOLTAGE DROP: SEE MAP
FLICKER FACTOR: SEE MAP
PRI. CIRCUIT: STATLER 16KV
027: REV. 12/10/21

TD2111184
CI: V5774202
VAULT
7'x18'x8'
VENTS REQUIRED
CI: 1 - S V 7'x18'x8' TUB 2-PIECE
CF: 1 - SS TAX EXCV CST FOR VLT
IN: 2 - JJ 3-DBE 1000 600A
IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 4 - JJ DE DB RPT INS W/TST PNT 600A
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH
IN: 1 - SW UG SF6 LB RAG 4-WY 600A 17.5KV
LINE DEVICE ID:
IN: 1 - TR UG BT MC F DE 75KVA 16KV 120/240 1P+
SN:

CF: 1604' - CM DUCT 5" (V4202 TO V4203)
CF: 401' - CM DUCT FOR EXCAVATION (V4202 TO V4203)
IN: 1203' - CBL 1000 AL 1-1/C 17KV CLP PJ (V4202 TO V4203)
MI: 240' - CBL 1000 AL 1-1/C 17KV CLP PJ
CI: 1 - S HH POLY 17'x30'x18" LT TRAFFIC (H202A)
CF: 1 - SS TAX EXCV CST FOR PLASTIC HH (H202A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H202A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H202B)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H202C)
CF: 137' - CM DUCT 2 1/2" TO 4" (V4202 TO H202B)
CF: 285' - CM DUCT 2 1/2" TO 4" (V4202 TO H202C)
CF: 106' - CM DUCT 2 1/2" TO 4" (V4202 TO H202A)
CF: 33' - CM DUCT FOR EXCAVATION (V4202 TO H202B)
CF: 16' - CM DUCT FOR EXCAVATION (V4202 TO H202C)
CF: 16' - CM DUCT FOR EXCAVATION (V4202 TO H202A)
IN: 106' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4202 TO H202A)
MI: 106' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 137' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4202 TO H202B)
IN: 285' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4202 TO H202C)
CF: 25' - CM DUCT 2 1/2" TO 4" (H202A TO P/L#31)
CF: 25' - CM DUCT FOR EXCAVATION (H202A TO P/L#29)
CF: 15' - CM DUCT 2 1/2" TO 4" (H202A TO P/L#31)
IN: 69' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H202A TO PNL#29)
MI: 24' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
IN: 52' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H202A TO PNL#31)

TD2111184
EX: 811201E
ELEVATED
POLE
45'
CLASS 4
EX: 25KVA 16KV 120/240
RM: 1 - TM 2-350 & 1-4/0 600V 1P UG TO OH
RM: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H202B)
RM: 1 - RSR 3" TO 2" EXTENSION
RM: 6' - CM DUCT 2" AND UP (1201E TO H202B)
RM: 36' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (1201E TO H202B)



T.L.M. DATA: 5774201
SIZE KVA CUST % LOAD
EXIST. 0 0 0 0.0%
PROP. 100 97.5 5 97.5%
VOLTAGE DROP: SEE MAP
FLICKER FACTOR: SEE MAP
PRI. CIRCUIT: STATLER 16KV
027: REV. 12/10/21

LINE DEVICE ID# GS7204
TO BE PROVIDED BY DISTRICT
AT THE TIME OF INSTALL

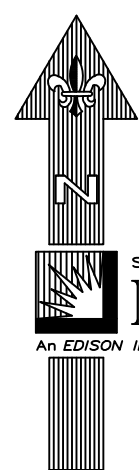
TD2111184
CI: V5774201
VAULT
7'x18'x8'
TUB STYLE
4
VENTS REQUIRED
CI: 1 - S V 7'x18'x8' TUB 2-PIECE
CF: 1 - SS TAX EXCV CST FOR VLT
IN: 2 - JJ 3-DBE 1000 600A
IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 4 - JJ DE DB RPT INS W/TST PNT 600A
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH
IN: 1 - CNN PTAIL STRT FOR 100A METER 4/0 1P
IN: 1 - SW UG SF6 LB RAG 4-WY 600A 17.5KV
LINE DEVICE ID:
IN: 1 - TR UG BT MC F DE 100KVA 16KV 120/240 1P+
SN:

CF: 2396' - CM DUCT 5" (V4201 TO V4202)
CF: 599' - CM DUCT FOR EXCAVATION (V4201 TO V4202)
IN: 1797' - CBL 1000 AL 1-1/C 17KV CLP PJ (V4201 TO V4202)
MI: 360' - CBL 1000 AL 1-1/C 17KV CLP PJ
CI: 1 - S HH POLY 17'x30'x18" LT TRAFFIC (H201A)
CI: 1 - S HH POLY 17'x30'x18" LT TRAFFIC (H201B)
CI: 1 - S HH POLY 17'x30'x18" LT TRAFFIC (H201C)
CF: 3 - SS TAX EXCV CST FOR PLASTIC HH
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H201A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H201B)
CF: 70' - CM DUCT 2 1/2" TO 4" (V4201 TO H201A)
CF: 186' - CM DUCT 2 1/2" TO 4" (V4201 TO H201B)
CF: 328' - CM DUCT 2 1/2" TO 4" (V4201 TO H201C)
CF: 301' - CM DUCT 5" (1032E TO V4201)
CF: 9' - CM DUCT FOR EXCAVATION (V4201 TO H201A)
CF: 19' - CM DUCT FOR EXCAVATION (V4201 TO H201B)
CF: 19' - CM DUCT FOR EXCAVATION (V4201 TO H201C)
IN: 186' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4201 TO H201B)
MI: 138' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 328' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4201 TO H201C)
IN: 70' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4201 TO H201A)
IN: 331' - CBL (2) 700, (1) 350 600V CLP PLEX (1032E TO V4201)
MI: 49' - CBL (2) 700, (1) 350 600V CLP PLEX
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H201C)
CF: 12' - CM DUCT 2 1/2" TO 4" (H201A TO P/U PT A)
CF: 11' - CM DUCT 2 1/2" TO 4" (H201B TO P/U PT B)
CF: 11' - CM DUCT 2 1/2" TO 4" (H201C TO P/U PT C)
CF: 12' - CM DUCT 2 1/2" TO 4" (H201C TO P/L#27)
CF: 12' - CM DUCT FOR EXCAVATION (H201A TO P/U PT A)
CF: 11' - CM DUCT FOR EXCAVATION (H201B TO P/U PT B)
CF: 11' - CM DUCT FOR EXCAVATION (H201C TO P/U PT C)
CF: 12' - CM DUCT FOR EXCAVATION (H201C TO P/L#27)
IN: 64' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H201A TO PNL#21)
MI: 44' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
IN: 64' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H201C TO PNL#27)
IN: 151' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (H201C TO PNL#25)
MI: 30' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX
IN: 92' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H201B TO PNL#23)

TD2111184
EX: 4569609E
ELEVATED
POLE
45'
CLASS 4
RM: 1 - TM 2-1/0 & 1-#2 600V 1P UG TO OH
RM: 1 - RSR 3" TO 2" EXTENSION
RM: 45' - CM DUCT 2" AND UP (9609E TO P/U PT A)
RM: 90' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (9609E TO P/U PT A)

TD2111184
IN: 4471032E
ELEVATED
POLE
55'
CLASS 3
IN: 1 - POLE 55' CL 3 WD FT /W PROT BARR WF
IN: 1 - RSR PRECUT UNISTRUT W/ HARDWARE NO PVC
IN: 1 - SEC ROLLER (166-CLEVIS & SPOOL)
IN: 1 - TM 2-700 & 1-350 600V 1P UG TO OH
IN: 1 - XA DBL HD DE COMP 10'
IN: 1 - PH CS 10' XA 16KV 3P 3-1000
IN: 1 - SA HFA POLY NON XFMR 16KV
IN: 2 - SA HFA POLY 16KV
IN: 1 - RSR PVC/STRAP 5" UNISTRUT APP
CF: 1204' - CM DUCT 5" (1032E TO V4201)
CF: 301' - CM DUCT FOR EXCAVATION (1032E TO V4201)
IN: 1035' - CBL 1000 AL 1-1/C 17KV CLP PJ (1032E TO V4201)
MI: 207' - CBL 1000 AL 1-1/C 17KV CLP PJ
IN: 3 - INS POLY DE 16KV HOT SHOE 336 ACSR
IN: 1 - RSR PVC/STRAP 3" UNISTRUT APP
IN: 145' - CD 1/0 STR AL TRIPLEX W/ACSR NEUTRAL
IN: 2 - AG DOWN GUY 3/8" - 50' LESS THAN 22.5KV
IN: 1 - AG DOWN GUY 7/16" - 50' LESS THAN 22.5KV
IN: 1 - AG DOWN GUY 9/32" - 50' LESS THAN 22.5KV
IN: 2 - AG SCREW ANCHOR 10" DOUBLE HELIX

TD2111184
RM: 4471032E
ELEVATED
POLE
45'
CLASS 2
RM: 1 - POLE 45' CLASS 2 WOOD FULL TREAT
RM: 1 - XA DBL VB 10' STEEL PINS
RM: 1 - XA SNGL FB 10' STEEL PINS
RM: 1 - TR OH 25KVA 16KV 120/240 1P
SN:
RM: 2 - FE FH SMD20 17" 200A 16KV 1-EA
RM: 1 - GR OH #6 SOL WP SECONDARY W/ROD
RM: 735' - CD 336 STR AL BARE ACSR NON-GREASED
RM: 6 - INS POLY DE 16KV HOT SHOE 336 ACSR
RM: 3 - INS POLY W/PIN 16KV CLMP #4-653 ACSR
RM: 1 - SEC ROLLER (166-CLEVIS & SPOOL)
RM: 145' - CD 1/0 STR AL TRIPLEX W/ACSR NEUTRAL
RM: 1 - AG DOWN GUY 3/8" - 50' LESS THAN 22.5KV
RM: 1 - AG DOWN GUY 7/16" - 50' LESS THAN 22.5KV
RM: 1 - AG ANCHOR ROD 3/4" x 8' 2-EYE W/PLATE



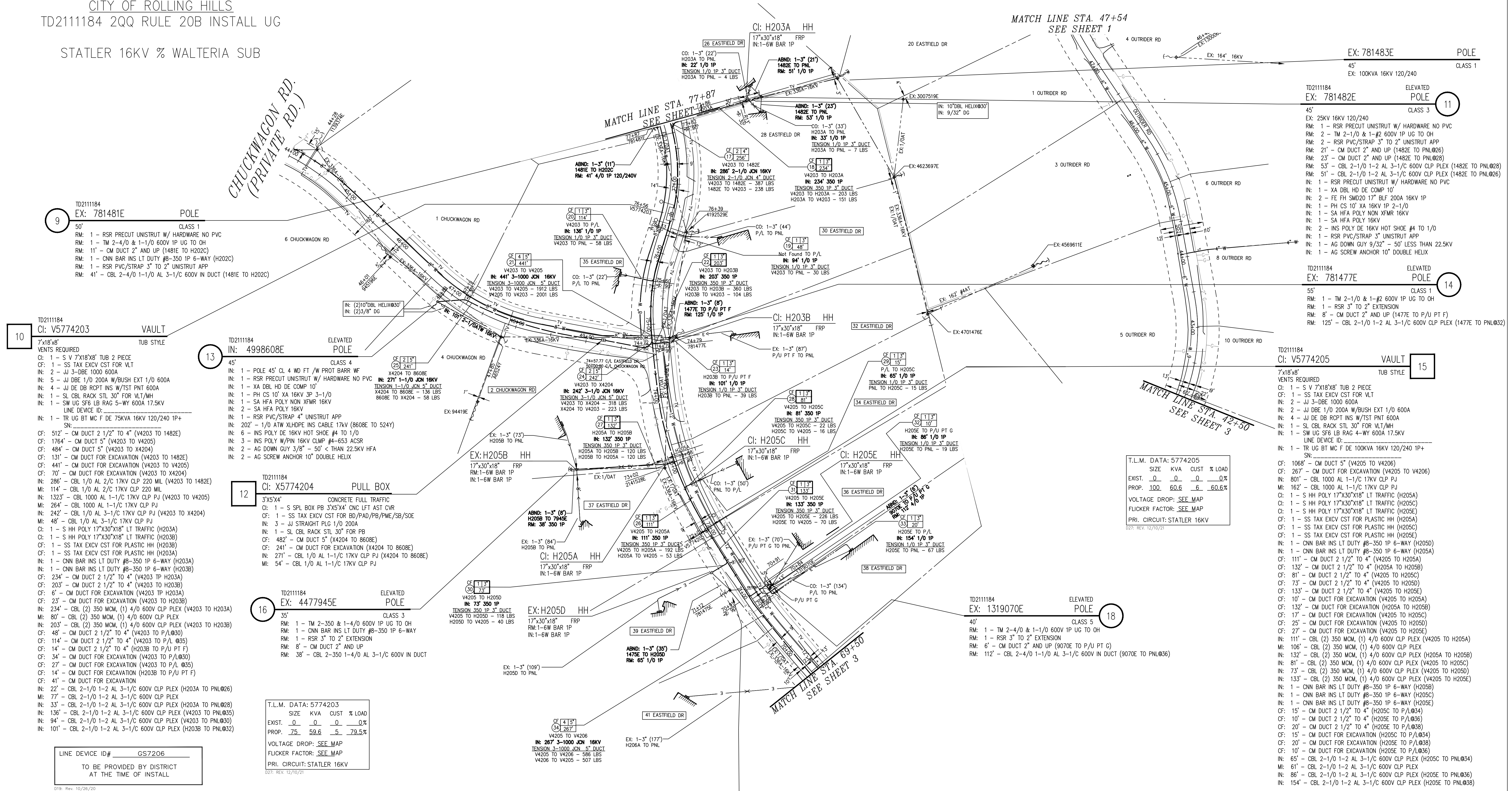
SCALE: 1" = 60'

FINAL DESIGN
APPROVED FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J PHONE 3106085194	PLANNER WILLIAMS, JENNA J PHONE 3106085194	DESIGNER CHIN, ELIZABETH
PROJECT NO. 2612821	SERVICE REQUEST 3500715	MSR NO.	PRODUCT-1 2111184-RULE 20B-UG INSTALL
CIRCUIT / VOLTAGE STATLER 16KV	GPS	PRODUCT-2	ASSOC DESIGN
SUB / PG NO. WALTERIA SUB	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
INVENTORY MAP VARIOUS	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS, CA 90274	
F 12/29/2023	MIDLA X	J WILLIAMS	E CHN 16484
P 11/28/2023	MIDLA X	J WILLIAMS	E CHN 16484
TYPE DATE	APPROVED BY	CHECKED BY	DRAWN BY
			PAX #
			SHEET
			DESIGN/DRWG NO.
			1608857_0.0
			Page 449 of 557

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB



V5774203	VD=1.84 FL=3.26	VD=1.82 FL=3.21	VD=0.31 FL=2.93	VD=0.7 FL=4.6	VD=1.68 FL=3.75
	200 PANEL 120/240V 1P 16.6KW STONS	200 PANEL 120/240V 1P 10KW STONS	200 PANEL 120/240V 1P 4.5KW STONS	200 PANEL 120/240V 1P 5.6KW STONS	200 PANEL 120/240V 1P 17KW STONS
V5774205	VD=1.04 FL=4.07	VD=0.91 FL=2.7	VD=1.23 FL=3.51	VD=1.26 FL=4.28	VD=0.44 FL=4.85
	200 PANEL 120/240V 1P 4.9KW STONS	200 PANEL 120/240V 1P 13.3KW STONS	200 PANEL 120/240V 1P 12.7KW STONS	200 PANEL 120/240V 1P 7.8KW STONS	200 PANEL 120/240V 1P 15.9KW STONS

TD2111184
EX: 781475E
CLASS 2
50'
RM: 1 - TM 2-1/0 & 1-#2 600V 1P UG TO OH
RM: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H2050)
RM: 1 - RSR 3" TO 2" EXTENSION
RM: 35' - CM DUCT 2" AND UP (1475E TO H2050)
RM: 65' - CBL 2-1/0 1-2 AL 3-1/C 600V IN DUCT (1475E TO H2050)

NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL



FINAL DESIGN
APPROVED FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J PHONE 714-450-7842	PLANNER WILLIAMS, JENNA J PHONE 310-700-6086	DESIGNER CHIN, ELIZABETH	ASSOC DESIGN
PROJECT NO. 2612821	SERVICE REQUEST 3500715	MSR NO.	PRODUCT-1 2111184-RULE 20B-UG INSTALL	ASSOC DESIGN
CIRCUIT / VOLTAGE STATLER 16KV	GPS	CIRCUIT CODE	PRODUCT-2	ASSOC DESIGN
SUB / PG NO. WALTERIA SUB			PRODUCT-3	ASSOC DESIGN
INVENTORY MAP VARIOUS	J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274	
F 12/29/2023	MIDIA K	J WILLIAMS	E CHIN	16484
P 11/28/2023	MIDIA K	J WILLIAMS	E CHIN	16484
TYPE DATE APPROVED BY	CHECKED BY	DRAWN BY	PAX #	SHEET
Southern California Edison Company				6 of 7
1608857_0.01				DESIGN/DRWG NO.

NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB



P5653070	VD=1.38 FL=3.58 200 PANEL 120/240V 1P 20KW STONS 40 EASTFIELD DR ROLLING HILLS ,CA 90274	VD=0.47 FL=3.88 200 PANEL 120/240V 1P 5.9KW STONS 41 EASTFIELD DR ROLLING HILLS ,CA 90274		X5657648	VD=0 100 PED-GEN 120/240V 1P 0KW 2TONS 46 EASTFIELD W/CHKWGN PED ROLLING HILLS ,CA 90274	VD=0
V5774207	VD=0.94 FL=4.18 200 PANEL 120/240V 1P 8KW STONS 9 OUTRIDER RD ROLLING HILLS,CA 90274	VD=1.87 FL=3.66 200 PANEL 120/240V 1P 18.3KW STONS 13 OUTRIDER RD ROLLINGS HILLS,CA 90274	VD=2.42 FL=4.96 200 PANEL 120/240V 1P 14.8KW STONS 24 OUTRIDER RD ROLLING HILLS DR,CA 90274	VD=0.92 FL=4.54 200 PANEL 120/240V 1P 7KW STONS 42 EASTFIELD DR ROLLING HILLS ,CA 90274	VD=0.32 FL=3.01 200 PANEL 120/240V 1P 9.9KW STONS 44 EASTFIELD DR ROLLING HILLS ,CA 90274	VD=1.19 FL=2.99 200 PANEL 120/240V 1P 9.9KW STONS 46 EASTFIELD DR L97 ROLLING HILLS ,CA 90274

LINE DEVICE ID# GS7209
TO BE PROVIDED BY DISTRICT
AT THE TIME OF INSTALL

D19: Rev. 10/26/20

TD2111184
Cl: V5774207 VAULT
7"x18"x8" TUB STYLE
VENTS REQUIRED
Cl: 1 - S V 7"x18"x8" TUB 2 PIECE
CF: 1 - SS TAX EXCV CST FOR VLT
IN: 3 - JJ 3-DBE 1000 600A
IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 4 - JJ DE DB RPT INS W/TST PNT 600A
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH
IN: 1 - CNN PTAIL STRT FOR 200A MTR 350/4/0 1P
IN: 1 - SW UG SF6 LB RAG 5-WY 600A 17.5KV
LINE DEVICE ID:
IN: 1 - TR UG BT MC F DE 100KVA 16KV 120/240 1P+ SN

T.L.M. DATA: 5774207
SIZE KVA CUST % LOAD
EXIST. 0 0 0 0%
PROP. 100 68.9 6 68.9%
VOLTAGE DROP: SEE MAP
FLICKER FACTOR: SEE MAP
PRI. CIRCUIT: STATLER 16KV

D27: REV. 12/10/21

TD2111184
Cl: X5657648 PULL BOX
2'-6"x4"x3'-6"
CONCRETE LT TRAFFIC
Cl: 1 - S SPL BOX PB 2'6"x4"x3'6" CONC LT TRAF
CF: 1 - SS TAX EXCV CST FOR BD/PAD/PB/PNE/SB/SOE
IN: 2 - CNN PTAIL STRT FOR 200A MTR 350/4/0 1P
IN: 1 - SL CBL RACK STL 30" FOR PB
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY
CF: 10' - CM DUCT 2 1/2" TO 4" (X7648 TO P/L#24)
CF: 14' - CM DUCT 2 1/2" TO 4" (X7648 TO P/L#46)
CF: 6' - CM DUCT 2 1/2" TO 4" (X7648 TO PED)
CF: 10' - CM DUCT FOR EXCAVATION (X7648 TO P/L#24)
CF: 14' - CM DUCT FOR EXCAVATION (X7648 TO P/L#46)
CF: 6' - CM DUCT FOR EXCAVATION (X7648 TO PED)
IN: 105' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (X7648 TO PNL#46)
MI: 78' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX
IN: 285' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (X7648 TO PNL#24)
IN: 6' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (X7648 TO PED)

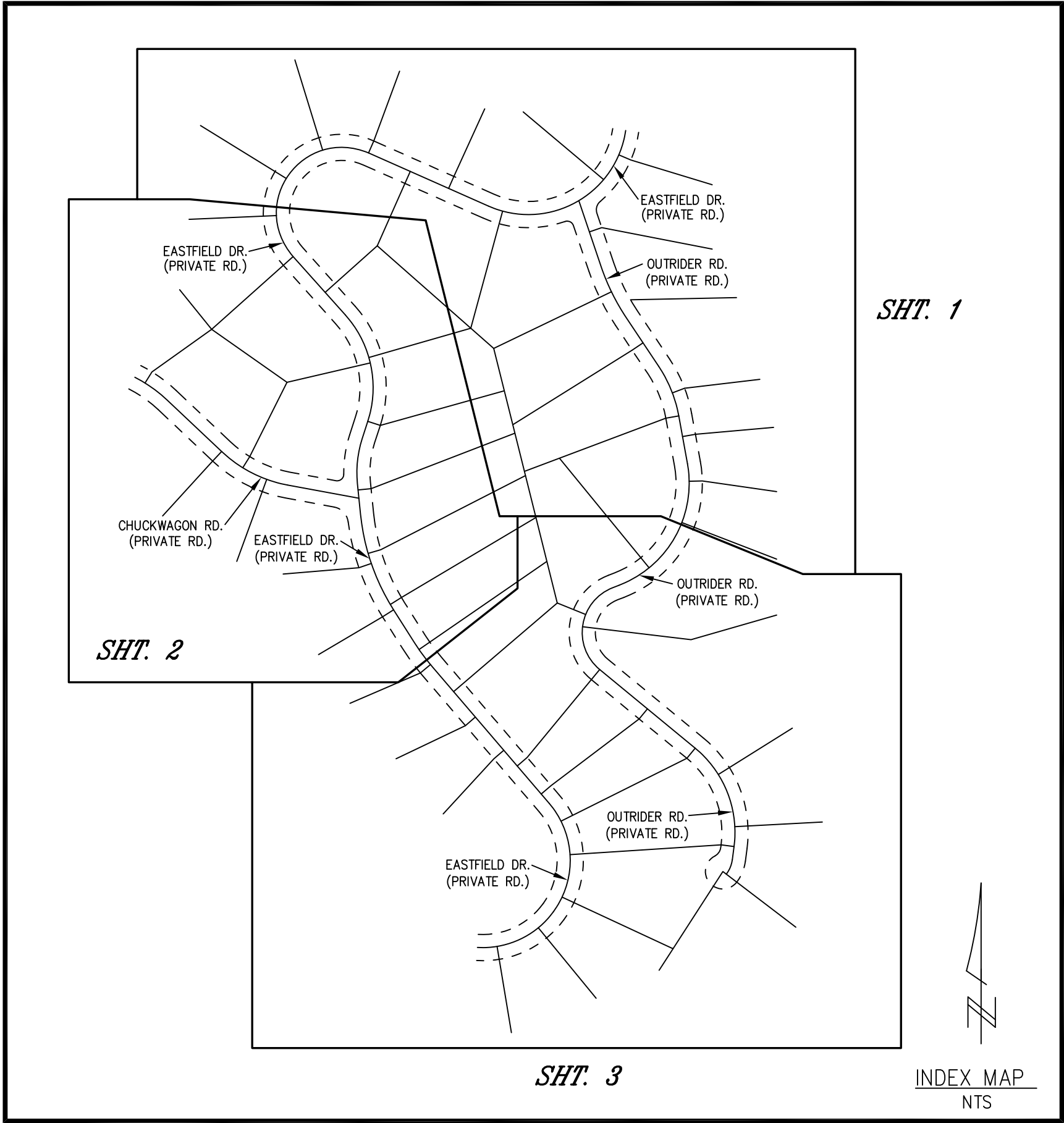
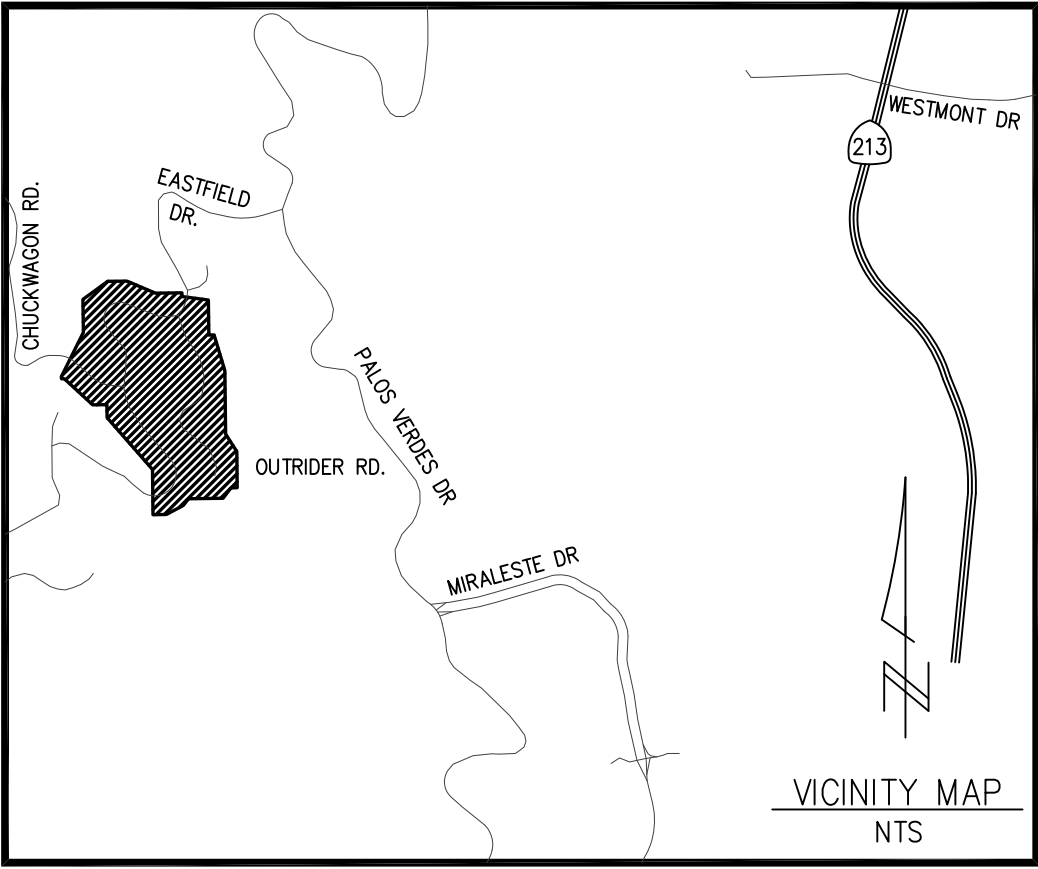
TD2111184
EX: 757241E ELEVATED POLE
50' CLASS H2
EX: PS1258, F144204
RM: 1 - TM 2-4/0 & 1-1/0 600V 1P UG TO OH
RM: 1 - RSR 3" TO 2" EXTENSION
RM: 11' - CM DUCT 2" AND UP (7241E TO PNL#44)
RM: 90' - CBL 2-4/0 1-1/0 AL 3-1/C 600V IN DUCT (7241E TO PNL#44)

FINAL DESIGN
APPROVED FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J PHONE 3106085194	PLANNER WILLIAMS, JENNA J PHONE 3106085194	DESIGNER CHIN, ELIZABETH
PROJECT NO. 2612821	SERVICE REQUEST 13500715	MSR NO.	PRODUCT-1 2111184-RULE 20B-UG INSTALL
CIRCUIT/VOLTAGE STATLER 16KV	GPS	PRODUCT-2	ASSOC DESIGN
SUB / PG NO. WALTERIA SUB	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
INVENTORY MAP VARIOUS	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274	
F 12/29/2023	MIDELA V J WILLIAMS E CHN 16484		
P 11/28/2023	MIDELA V J WILLIAMS E CHN 16484		
TYPE DATE	APPROVED BY CHECKED BY DRAWN BY	SHEET 7 of 7	DESIGN/DRWG NO. 1608857_0.01
Southern California Edison Company			

FILE NAME: ROLLING_HILLS_UG.DWG, SAVE DATE: 12/29/2024 4:17 PM, SAVED BY: CHN

COX Communications



NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG
STATLER 16KV % WALTERIA SUB

PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	☒
PWRD 88 REQUIRED UG	☒
CIVIL ONLY WORK ORDER	☒
PERMIT REQUIRED	☒
PERMIT TYPE: ENCROACHMENT	
OUTAGE REQUIRED	☒
OUTAGE DATE: TBD	TIME: TBD
TRAFFIC CONTROL REQUIRED	☒
PED. TRAFFIC CONTROL REQ'D	☐
CONVEYANCE LETTER REQ'D	☐
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED	☒
CSD 140 (TLM) REQ'D	☒
CIRCUIT MAP CHANGE REQ'D (TD 203)	☒
DIG ALERT APP	☒
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	☐
UTILIQUEST NOTIFIED	☐
FAA MARKING REQ'D	☒
FAA TYPE: _____	
STANDARD ADHERENCE: 02 Q / 2024_Y	

0124: 02/23/24

INVENTORY MAP NO.'S			
LT-7636-G	LT-7635-A2		
LT-7636-H	LT-7635-A4		
LT-7635-A	LT-7635-B1		
LT-7635-B	LT-7635-C1		
LT-7635-C	LT-7635-C2		
LT-7635-D	LT-7635-C3		
LT-7636-G4	LT-7635-C4		
LT-7636-H3	LT-7635-E2		

INSTALL METHOD:			
☐ EDISON			
☐ APPLICANT			

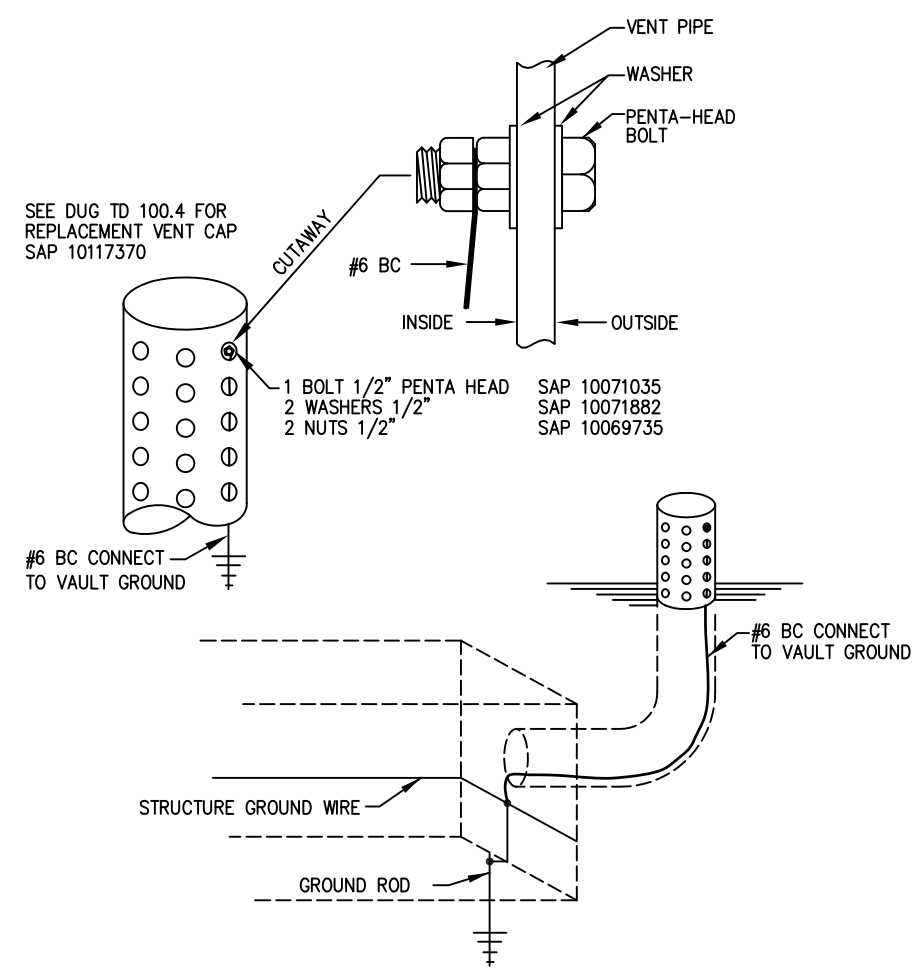
DISTRICT 44 - SOUTH BAY		PROJ. MGR. WILLIAMS, JENNA J	PLANNER WILLIAMS, JENNA J	DESIGNER CHIN, ELIZABETH
PROJECT NO. 2612821	SERVICE REQUEST 3500715	PHONE 714-430-7842	PHONE 310-720-6086	
CIRCUIT / VOLTAGE STATLER 16KV	GPS	MSR NO. PRODUCT-1	2111184-RULE 20B-UG INSTALL	ASSOC DESIGN
ISS / PG NO. WALTERIA SUB	CIRCUIT CODE	PRODUCT-2		ASSOC DESIGN
INVENTORY MAP VARIOUS		J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274	
F 12/29/2023	MIDILA K	J WILLIAMS	E CHIN	16484
P 10/10/2023	MIDILA K	J WILLIAMS	E CHIN	16484
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY PAX #
Southern California Edison Company				

DESIGN/DRWG NO. 1608857		SHEET 1 of 7	
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UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
For Underground Locating
Two Working Days Before You Dig

016: Rev. 05/28/20

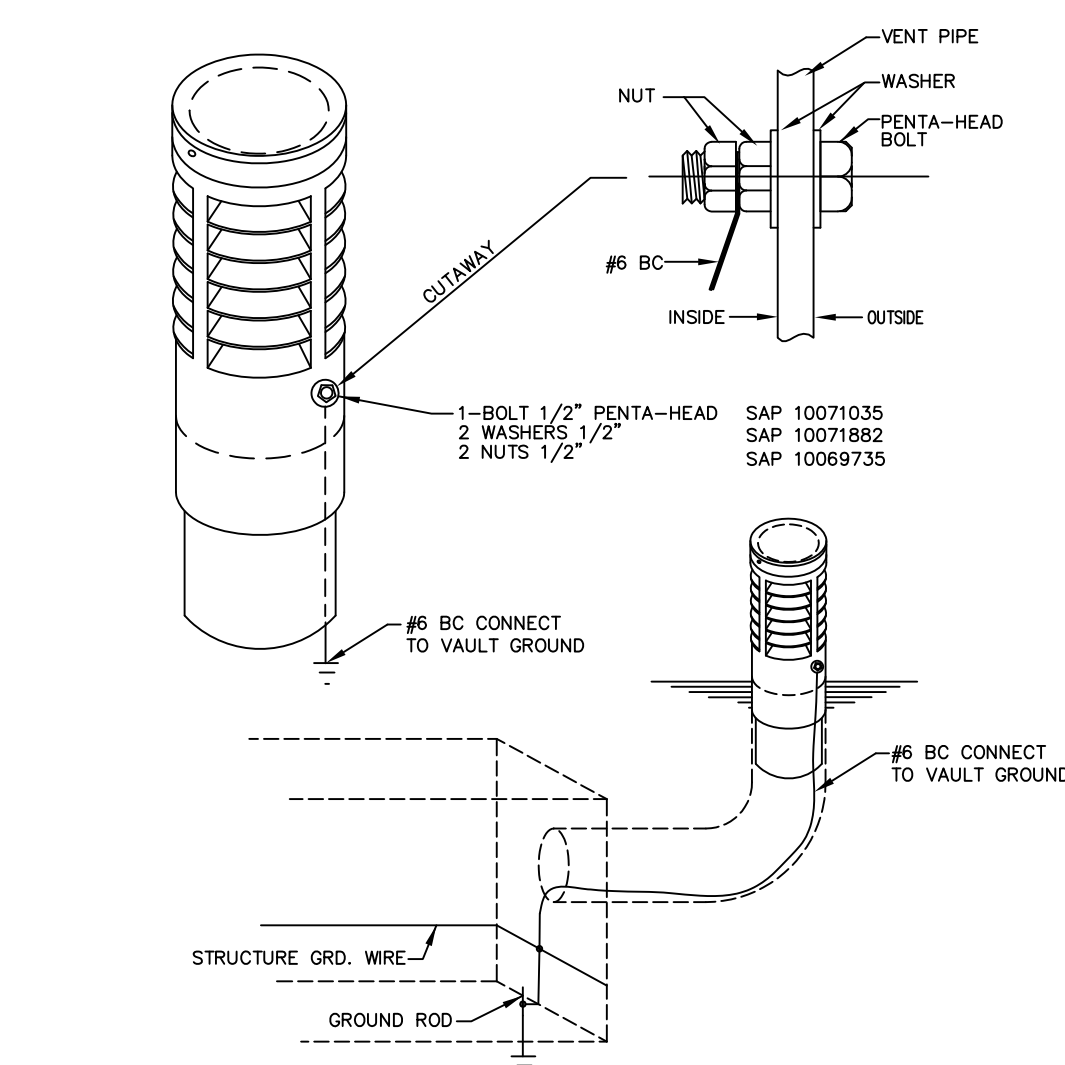
GROUND CONNECTION INSTALLATION IN A PVC VENT
SEE UGS AC 760.1



NOTE:
TO ASSIST IN UNDERGROUND STRUCTURE LOCATING FROM THE SURFACE, INSTALL A #6 BARE COPPER WIRE FROM INSIDE THE VENT PIPE TO THE STRUCTURE GROUND SYSTEM. THIS INSTALLATION WILL ALLOW A SINGLE PERSON CROW TO TIE INTO THE SYSTEM GROUND AND LOCATE THE FACILITIES UNDEAD. THE INSTALLATION SHOULD BE MADE DURING NEW CONSTRUCTION, ADDED TO THE APPROPRIATE STRUCTURE DURING THE ROUTINE MAINTENANCE CYCLE, OR AS THE NEED ARISES BY REQUEST FOR ASSISTANCE FROM THE CONTRACT CABLE LOCATING COMPANY.

D037: REV. 10/26/20

GROUND CONNECTION INSTALLATION IN A POLYETHYLENE VENT
SEE UGS AC 760.2



NOTES:
1. TO ASSIST IN UNDERGROUND STRUCTURE LOCATING FROM THE SURFACE, INSTALL A #6 BARE COPPER WIRE FROM INSIDE THE VENT PIPE TO THE STRUCTURE GROUND SYSTEM. THIS INSTALLATION WILL ALLOW A SINGLE PERSON CROW TO TIE INTO THE SYSTEM GROUND AND LOCATE THE FACILITIES UNDEAD. THE INSTALLATION SHOULD BE MADE TO A MINIMUM OF ONE VENT PER VAULT DURING NEW CONSTRUCTION, ADDED TO THE APPROPRIATE STRUCTURES DURING THE ROUTINE MAINTENANCE CYCLE, OR AS THE NEED ARISES BY REQUEST FOR ASSISTANCE FROM THE CONTRACT CABLE LOCATING COMPANY.
2. DRILL A 9/16" HOLE FOR GROUNDING BOLT APPROXIMATELY ONE INCH BELOW THE LOWEST VENTILATION PIN SLOT. THE GROUND CONNECTION SHOULD BE ATTACHED ON THE SIDE OF THE VENT FACING AWAY FROM THE STREET. THIS IS DONE TO MAINTAIN A FLAT SURFACE FOR ATTACHING STRUCTURE IDENTIFICATION STICKERS.

D013: REV. 10/26/20

CONCRETE PRODUCTS

Precast concrete item complete with neck. Cover and inserts may be obtained from any of the following listed and approved manufacturers:

JENSEN PRECAST
14221 San Bernardino Ave., Fontana, Calif. 92335
Phone: (909) 350-4111
(800) 257-6100

OLDCASTLE PRECAST
10650 Hemlock Ave., Fontana, Calif. 92337
Phone: (909) 428-3700
(800) 626-3860

FOR HANDHOLE AND PULLBOX MANUFACTURERS,
SEE UGS HP 200.

D41: REV. 01/21/09

Applicants expressly represent and warrant that all work performed and all material used in meeting Applicants' obligations herein are free from defects in workmanship and are in conformity with Southern California Edison Company's requirements. This warranty shall commence upon receipt by Applicants of the Company's final acceptance and shall expire one year from that date. Applicants agree to promptly correct to the Company's satisfaction and that of any governmental agency having jurisdiction and at Applicants' expense any breach of this warranty which may become apparent through inspection or operation of underground electric system by the Company during this warranty period.

CITY OF ROLLING HILLS

TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB

NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

TIE-IN MADE INTO A SECONDARY HANDHOLE
If PVC conduit is used, riser bend installation may be made by the customer with prior SCE approval. Customer not to remove handhole cover. If metallic conduit is used or handhole cover needs to be removed, a SCE Qualified Person must be present.

RUN NUMBER CALL-OUTS AS FOLLOWS:

- ① - (199) MAINLINE CONDUIT
②00 - (599) SERVICE CONDUIT
③00 - (599) STREET LIGHT CONDUIT

D84: REV. 10/26/20

NOTE:

ALL ELECTRICAL DUCTS AND STRUCTURES WILL CONFORM TO GENERAL ORDER #128 (RULES FOR CONSTRUCTION OF UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION PRESCRIBED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, JANUARY 2006).

WHERE CONDUITS ARE PICKED UP OR INTERCEPTED, CONDUIT SHALL BE MANDRELLED AND PULL ROPE INSTALLED FROM TERMINAL TO TERMINAL.

LEGEND OF DRAFTING SYMBOLS

- TRENCH**
--- EDISON CONDUIT (DIST. & S.)
--- CUST. OWNED CONDUIT
--- RESIDENTIAL SERVICE CABLE
--- EXISTING CONDUIT

STRUCTURES

- VAULT
MANHOLE
PME 3-5
PME 6-12
PULL BOX
HANDHOLE
SOE
PAD
4"x4" BURD SWITCH ENCLOSURE
36" BURD SWITCH ENCLOSURE
BURD TRANSFORMER ENCLOSURE
STREET LIGHT ELECTROLEUR
C/A METER PANEL
FIRE HYDRANT

D128: REV. 11/10/20

CONDUIT RADIUS REQUIREMENTS:

- A: The minimum radius for bends are:
36" for conduits 3" in diameter or smaller
48" for conduits 4" and 5" in diameter
60" for 6" diameter conduit
B: The minimum radius for sweeps are:
36" for conduits 3" in diameter or smaller
12'-6" for conduits 4" in diameter and larger, unless otherwise noted.

CONTRACTOR/DEVELOPER NOTES

- TEMPORARY BARRIERS TO BE PLACED AROUND ALL EDISON STRUCTURES DURING CONSTRUCTION
- CUSTOMER TO VERIFY EXACT LOCATION OF STREET LIGHTS PRIOR TO INSTALLATION.
- WHERE SLEEVES OR STUB OUTS ARE INSTALLED, CONTRACTOR TO MANDREL AND INSTALL PULL ROPE
- ANY SERVICES THAT ARE NOT INSTALLED IN CONJUNCTION WITH THE MAIN LINE SYSTEM WILL REQUIRE A MINIMUM OF 3" CUSTOMER OWNED SERVICE CONDUIT AT THE TIME OF CONSTRUCTION OF THE HOME.
- DEVELOPER IS RESPONSIBLE FOR LOCATING EXISTING DUCT, SLEEVES, AND STUB OUTS. LOCATIONS SHOWN ON MAP ARE NOT GUARANTEED. IF NOT EXISTING, THE DEVELOPER MUST PROVIDE THESE ITEMS.

D128: REV. 11/10/20

CONNECTING TO EXISTING SCE STRUCTURES

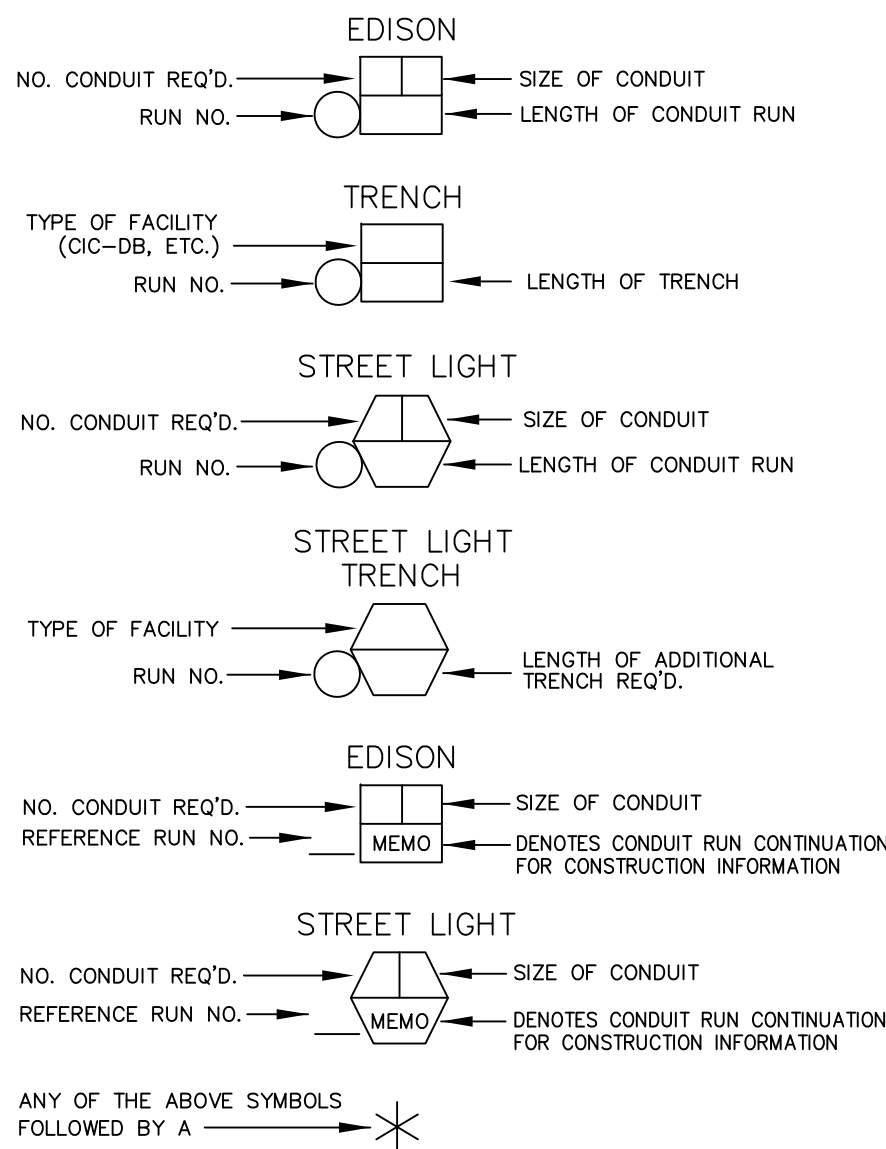
- Per SCE requirements, customers are not allowed to enter, intercept or tie-in to existing SCE facilities, e.g. structures, equipment, multi-conduit runs/banks, or conductors. These facilities may be energized and the work will only be performed by SCE. Contact the appropriate SCE Inspector to schedule an appointment. Customers may connect to an existing conduit stub without a SCE inspector present.
- Multi-conduit runs/banks are runs of conduit in close proximity to each other and other SCE facilities. A conduit stub is a single empty conduit stub that is not in close proximity to other SCE owned facilities. Refer to the work order map for details.
- Per CPUC/SCE's Rule 15 B.1.A and Rule 16 D.1.A., the customer will provide all necessary excavations (with the exception of excavation under pads and primary splice boxes), material (including conduit and structures) and encasement, to be utilized in the intercept/tie-in work by SCE's underground civil contractor(s).
- The customer must adhere to all applicable Cal-OSHA, local, city, state and federal regulations, (including, but not limited to, all necessary shoring and traffic control in place to perform the intercept/tie-in work by SCE's underground civil contractor(s)).
- Intercept/tie-in work must be coordinated with SCE's civil contractors through the Division Inspector/P-Spec to limit exposure of excavation(s). Customer is responsible for securing excavation(s).

D08: 11/13/16

TIE-IN MADE INTO A SECONDARY HANDHOLE

If PVC conduit is used, riser bend installation may be made by the customer with prior SCE approval. Customer not to remove handhole cover. If metallic conduit is used or handhole cover needs to be removed, a SCE Qualified Person must be present.

LEGEND OF CONDUIT SYMBOLS
(CONVENTIONAL U. G.)



DENOTES THE FOLLOWING:

- DB CONDUIT WITHOUT ENCASEMENT IS ACCEPTABLE FOR PORTIONS OF TRENCH WITH ONLY ONE OR TWO CONDUITS
- SEMI-ENCASEMENT IS REQUIRED FOR PORTIONS OF TRENCH WITH ONLY THREE OR FOUR CONDUITS
- FULL ENCASEMENT IS REQUIRED FOR MORE THAN FOUR CONDUITS

D18: REV. 5/08/2006

LEGEND CODE DEFINITIONS

- C - CUSTOMER CONTRACTOR INSTALLED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT EDISON'S EXPENSE AND ARE DEERED TO EDISON. (EXCEPTION: STREET LIGHT ELECTROLEURS WILL BE INSTALLED BY EDISON'S CONTRACTOR.)
- CO - CUSTOMER CONTRACTOR OWNED: MATERIALS FURNISHED, INSTALLED, OWNED, AND MAINTAINED BY APPLICANT.
- CF - CUSTOMER CONTRACTOR FURNISHED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT APPLICANT'S EXPENSE THAT MAY BE DEERED TO EDISON.
- IN - INSTALL: MATERIALS FURNISHED AND INSTALLED BY APPLICANT IF APPLICANT INSTALLED PROJECT OR BY EDISON IF EDISON INSTALLED PROJECT. (EXCEPTION: FOR AN APPLICANT INSTALLED LINE EXTENSION STATION NOS.)
- MS - MEMO REMOVED: MATERIALS REMOVED BY EDISON.
- RM - MEMO REMOVED: MATERIALS REMOVED BY EDISON.
- SR - SHOPLY IN: MATERIALS FURNISHED AND INSTALLED BY EDISON FOR TEMPORARY CONSTRUCTION.
- TR - TRANSFER: EDISON LABOR REQUIRED TO TRANSFER EXISTING FACILITIES.

CONSTRUCTION NOTES:

UNLESS OTHERWISE SPECIFIED ON THE WORKING DRAWING WHICH FORMS A PART OF THE SPECIFICATION, THE CONTRACTOR/DEVELOPER SHALL FURNISH THE FOLLOWING ITEMS AT NO COST TO THE EDISON COMPANY.

SOUTHERN CALIFORNIA EDISON COMPANY HAS ATTEMPTED TO CORRECTLY SHOW ALL EXISTING UTILITIES AND SUBSTRUCTURES IN THE VICINITY OF THE WORK, BUT DOES NOT GUARANTEE THERE ARE NO OTHER SUBSTRUCTURES IN THE AREA. FAILURE OF SCE TO SHOW ALL SUBSTRUCTURES IN THEIR CORRECT LOCATION WILL NOT BE A BASIS FOR A CLAIM FOR EXTRA WORK, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO SUBSTRUCTURES WHETHER SHOWN OR NOT.

- FOR GENERAL SPECIFICATIONS SEE UGS GI 001.
- CONDUIT:
 - MINIMUM COVER IN STREET OR PARKWAY IS 30" BELOW OUTER GRADE, UNLESS NOTED OTHERWISE.
 - MINIMUM COVER ON PRIVATE PROPERTY IS 30" BELOW FINISHED GRADE, UNLESS NOTED OTHERWISE.
 - CONTRACTOR IS TO FURNISH AND INSTALL APPROVED CONDUIT TO EDISON SPECIFICATIONS PER UGS CD 100.1, 110 AND 120.
 - FOR THE TYPE OF CONDUIT FOR THIS JOB, SEE UGS CD 100.1.
 - INSTALL ALL RISERS PER UGS CD 160, 161, 162 AND 170.
 - INSTALL ALL MAINLINE CONDUITS PER UGS CD 148 AND SERVICE CONDUITS PER UGS CD 150.
 - INSTALL BANK CONDUIT FLUES IN ALL CONDUITS TERMINATING INTO VAULTS, MANHOLES, PMH'S, SOE'S & ALL CAP LOCATIONS, PER UGS CD 180.1 & UGS CD 180.2.
 - INSTALL PULL ROPE IN ALL CONDUIT RUNS. PULL ROPE TO BE AT LEAST 3/8" POLYPROPYLENE ROPE, BRADED OR TWISTED. FOR SPECIFICATIONS, APPROVED MAKES, AND SUPPLIERS, SEE UGS GI 040.
 - ALL CONDUIT MUST BE MANDRELLED WITH THE APPROVED MANDREL UGS CD 197.
- CONDUIT RADIUS REQUIREMENTS:
 - THE MINIMUM RADIUS FOR BENDS ARE:
 - 36" FOR CONDUITS 3" IN DIAMETER OR SMALLER
 - 48" FOR CONDUITS 4" AND 5" IN DIAMETER
 - 60" FOR 6" DIAMETER CONDUIT
 - THE MINIMUM RADIUS FOR ALL SWEEPS OF ALL MAINLINE CONDUITS IS 12'-6" (UNLESS NOTED OTHERWISE).
- EXCAVATION AND BACKFILL:
 - WORK AREA SHALL BE CLEARED AND ROUGH GRADED TO WITHIN FOUR INCHES OF FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
 - ALL EXCAVATIONS SHALL BE IN ACCORDANCE WITH THE CALIFORNIA STATE CONSTRUCTION SAFETY ORDERS (WHEN APPLICABLE), EDISON SPECIFICATIONS, AND ALL GOVERNING LOCAL ORDINANCES.
 - EACH TRENCH TO BE A UNIFORM DEPTH BELOW FINAL GRADE PRIOR TO INSTALLATION OF EDISON CONDUIT OR STRUCTURES.
 - BACKFILL SHALL BE PROVIDED BY THE CONTRACTOR FOR ALL EXCAVATIONS AND SHALL INCLUDE CRUSHED ROCK, CONCRETE, AND/OR IMPORTED BACKFILL, WHEN REQUIRED.
 - BACKFILL WITH A MINIMUM OF ONE SACK PER YARD SAND CEMENT SLURRY AROUND AND OVER VAULTS AND MANHOLES PER UGS GI 030, SECTION 6.4 AND AROUND PMH'S WITHIN ONE FOOT OF FINISHED GRADE, PER UGS SS 580.1.
 - BACKFILL, PER EDISON SPECIFICATIONS, SHALL IMMEDIATELY FOLLOW CONDUIT OR SUBSTRUCTURE INSTALLATION. AT NO TIME SHALL CONDUIT BE LEFT EXPOSED OVER 24 HOURS.
 - NO ROCKS ARE ALLOWED WITHIN 12 INCHES OF DIRECT-BURIED CABLES OR ANY CONDUIT WITHOUT CONCRETE ENCASEMENT. NATIVE BACKFILL CAPABLE OF PASSING THROUGH A ONE-HALF INCH MESH SCREEN SHALL BE CONSIDERED TO BE "ROCK FREE". IF EXISTING BACKFILL DOES NOT PASS THROUGH A 1/2" SCREEN, PLACE IMPORTED SAND 3" BELOW AND 12" ABOVE EDISON CABLES. AFTER THIS POINT, NO ROCKS LARGER THAN 12" DIAMETER ARE PERMITTED.
 - ALL BACKFILL SHALL BE COMPACTED TO MEET OR EXCEED LOCAL ORDINANCES OR OTHER REQUIREMENTS. IT SHALL BE PLACED IN A MANNER THAT WILL NOT DAMAGE THE CONDUIT OR SUBSTRUCTURE OR ALLOW FUTURE SUBSIDENCE OF THE TRENCH OR STRUCTURES.
- PAVING:
 - WHEN REQUIRED, WHERE REQUIRED, SHALL BE PLACED IN SUCH A MANNER THAT INTERFERENCE WITH TRAFFIC, INCLUDING PEDESTRIAN TRAFFIC, WILL BE KEPT TO A MINIMUM. THE CONTRACTOR SHALL ESTABLISH A PROGRAM OF REPAVING ACCEPTABLE TO THE MUNICIPALITY, COUNTY, OR OTHER AUTHORITY HAVING JURISDICTION AND WHICH IS ACCEPTABLE TO EDISON.
- STRUCTURES:
 - ALL SUBSTRUCTURES SHALL BE CONSTRUCTED OR INSTALLED TO EDISON SPECIFICATIONS.
 - INSTALL PROTECTION BARRIERS PER UGS MS 830 WHEN REQUIRED IN AREAS EXPOSED TO TRAFFIC, PER EDISON INSPECTOR.
 - ALL CONDUIT LINES AND CONCRETE FLOORED SUBSTRUCTURES SHALL BE WATER TIGHT.
 - ALL GROUNDING MATERIALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
- RETAINING WALLS:
 - WHEN REQUIRED, RETAINING WALLS SHALL BE PROVIDED BY THE DEVELOPER. WALLS ARE REQUIRED WHEREVER GRADE RISES MORE THAN 18 INCHES ABOVE THE STRUCTURE OR 24" ABOVE THE PAD SURFACE AT A DISTANCE OF 5 FEET FROM THE SAME, OR IN AREAS SUBJECT TO EROSION. DESIGN AND INSTALLATION MUST COMPLY WITH LOCAL BUILDING ORDINANCES. REFER TO EDISON INSPECTOR FOR TYPICAL SPACE REQUIREMENTS.
- PERMITS:
 - ALL PERMITS NECESSARY FOR EXCAVATION SHALL BE PROVIDED BY THE CONTRACTOR/DEVELOPER.
- ACCESS:
 - HEAVY TRUCK ACCESS SHALL BE MAINTAINED TO EQUIPMENT LOCATIONS. STRUCTURES MUST BE CLEAR OF ALL APPURTENANCES THAT WOULD OBSTRUCT THE LOADING OR UNLOADING OF EQUIPMENT.
- SERVICES:
 - METERS AND SERVICES SHALL COMPLY WITH EDISON ELECTRICAL SERVICES REQUIREMENTS.
 - WORK MUST BE IN ACCORDANCE WITH APPLICABLE LOCAL ORDINANCES AND APPROVED BY LOCAL INSPECTION AUTHORITIES.
- LOCATION:
 - THE LOCATION OF EXCAVATIONS AND STRUCTURES FOR EDISON SHALL BE AS SHOWN ON THE WORKING DRAWING. NO DEVIATION FROM THE PLANNED LOCATIONS WILL BE PERMITTED UNLESS APPROVED BY THE EDISON INSPECTOR. SEE UGS GI 001, SECTION 2.2.
 - ACTUAL LOCATION OF OBSTRUCTIONS, STORM DRAINS, AND/OR OTHER FOREIGN UTILITIES TO BE THE RESPONSIBILITY OF THE CONTRACTOR. SEE UGS GI 001, SECTION 2.3.
- CONTRACTOR IS TO VERIFY LOCATION AND WIDTHS OF ALL SIDEWALKS AND DRIVEWAYS PRIOR TO STREET LIGHT INSTALLATION. SEE UGS CD 175.1, UGS CD 175.2 AND UGS CD 175.3.
- SURVEY:
 - SURVEYING OF STREET IMPROVEMENTS, PROPERTY CORNERS, LOT LINES, FINISHED GRADE, ETC., NECESSARY FOR THE INSTALLATION OF UNDERGROUND FACILITIES MUST BE COMPLETED AND MARKERS OR STAKES PLACED PRIOR TO THE START OF THE INSTALLATION. IN ADDITION, DEVELOPER SHALL MAINTAIN THE MARKERS DURING THE INSTALLATION AND INSPECTION BY EDISON. GRADE AND PROPERTY LINE STAKES MUST SHOW ANY OFFSET MEASUREMENTS.
- COORDINATION AND SUPERVISION:
 - THE DEVELOPER SHALL PROVIDE SUPERVISION OVER AND COORDINATION AMONG THE VARIOUS CONTRACTORS WORKING WITHIN THE DEVELOPMENT IN ORDER TO PREVENT DAMAGE TO EDISON FACILITIES. HE IS RESPONSIBLE FOR THE COST OF REPAIRS, REPLACEMENT, RELOCATION, OR OTHER CORRECTIONS TO EDISON FACILITIES MADE NECESSARY BY HIS FAILURE TO PROVIDE SUPERVISION OR TO OTHERWISE COMPLY WITH THESE SPECIFICATIONS.
- TELEPHONE AND OTHER UTILITY REQUIREMENTS:
 - THE DRAWING PREPARED FOR THIS JOB MAY ALSO COVER THE FACILITIES TO BE INSTALLED FOR THE TELEPHONE COMPANY AND/OR OTHER UTILITY. ANY QUESTIONS CONCERNING DETAILS OF THEIR INSTALLATION SHOULD BE REFERRED TO THE COMPANY CONCERNED.
- OWNERSHIP:
 - DEVELOPER IS TO DEED TO THE EDISON COMPANY ALL STRUCTURES SHOWN HEREON EXCEPT THOSE SHOWN AS CUSTOMER OWNED.
- WARRANTY:
 - APPLICANTS EXPRESSLY REPRESENT AND WARRANT THAT ALL WORK PERFORMED AND ALL MATERIAL USED IN MEETING APPLICANTS' OBLIGATIONS HEREIN ARE FREE FROM DEFECTS IN WORKMANSHIP AND ARE IN CONFORMITY WITH SOUTHERN CALIFORNIA EDISON COMPANY'S REQUIREMENTS. THIS WARRANTY SHALL COMMENCE UPON RECEIPT BY APPLICANTS OF COMPANY'S FINAL ACCEPTANCE AND SHALL EXPIRE ONE YEAR FROM THAT DATE. APPLICANTS AGREE TO PROMPTLY CORRECT TO THE COMPANY'S SATISFACTION AND THAT OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION AND AT APPLICANTS' EXPENSE ANY BREACH OF THIS WARRANTY WHICH MAY BECOME APPARENT THROUGH INSPECTION OR OPERATION OF UNDERGROUND ELECTRIC SYSTEM BY COMPANY DURING THIS WARRANTY PERIOD.
- INSPECTION:
 - INSPECTION IS REQUIRED DURING THE CONSTRUCTION PERIOD. A 48 HOUR ADVANCE NOTICE OF INTENT TO START CONSTRUCTION IS REQUIRED FROM THE CONTRACTOR TO THE SOUTHERN CALIFORNIA EDISON COMPANY. STANDARDS OF EDISON CONSTRUCTION REQUIREMENTS ARE AVAILABLE UPON REQUEST.

DUCT AND STRUCTURE INSPECTOR: MARIO SAUCEDO PHONE: 310-502-1029
CABLING CONSTRUCTION COORDINATOR: PHONE:

D05: 03/22/24

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact

For Underground Locating
Two Working Days Before You Dig

D16: REV. 05/26/20



SCALE: 1" = 60'

0 60 120

FINAL DESIGN

APPROVED FOR CONSTRUCTION

SCALE: 1" = 60'

DISTRICT 44 - SOUTH BAY				PROJ. MGR. WILLIAMS, JENNA J PHONE 3106085194				PLANNER WILLIAMS, JENNA J PHONE 3106085194				DESIGNER CHIN, ELIZABETH							
PROJECT NO. 2612821				SERVICE REQUEST 3500715				MSR NO.				PRODUCT-1 211184-RULE 20B-UG INSTALL				ASSOC DESIGNED BY			
CIRCUIT / VOLTAGE STATLER 16KV				GPS				PRODUCT-2				ASSOC DESIGNED BY							
SUB / P / NO. 16KV				CIRCUIT CODE				PRODUCT-3				ASSOC DESIGNED BY							
WALTERIA SUB																			
INVENTORY MAP VARIOUS				J.P.A. NO.				PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274											
12/29/2023				MUDIA K		J WILLIAMS		E CHIN		16484									
11/28/2023				MUDIA K		J WILLIAMS		E CHIN		16484									
DATE APPROVED BY				CHECKED BY				DRAWN BY				PAX #							
Southern California Edison Company												SHEET 2 of 7							
												DESIGN/DWG NO. 1608857-001							

NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

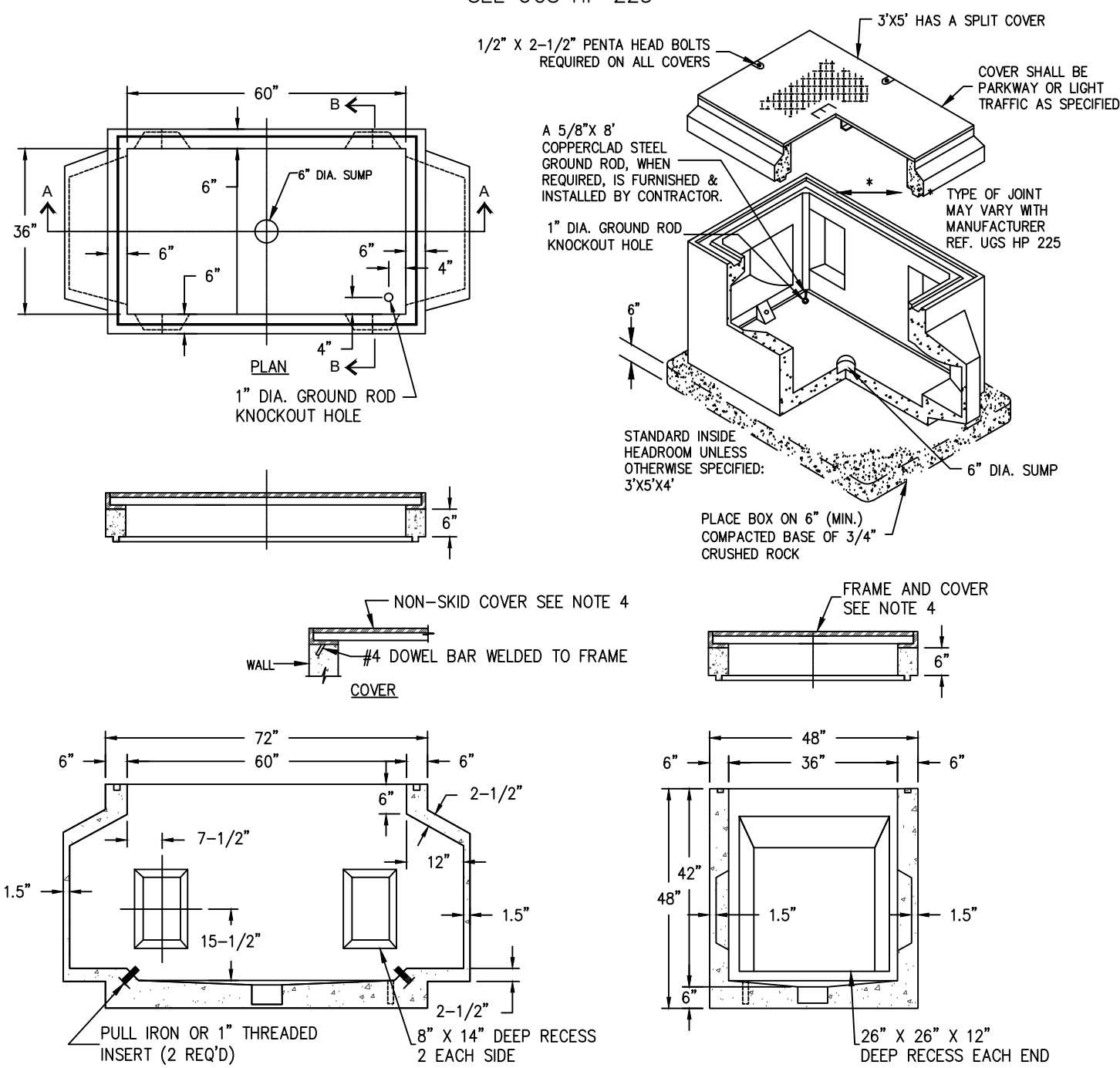
CITY OF ROLLING HILLS

TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB

PULL BOX 4' X 6'-6" PRECAST CONCRETE
SEE UGS HP 228

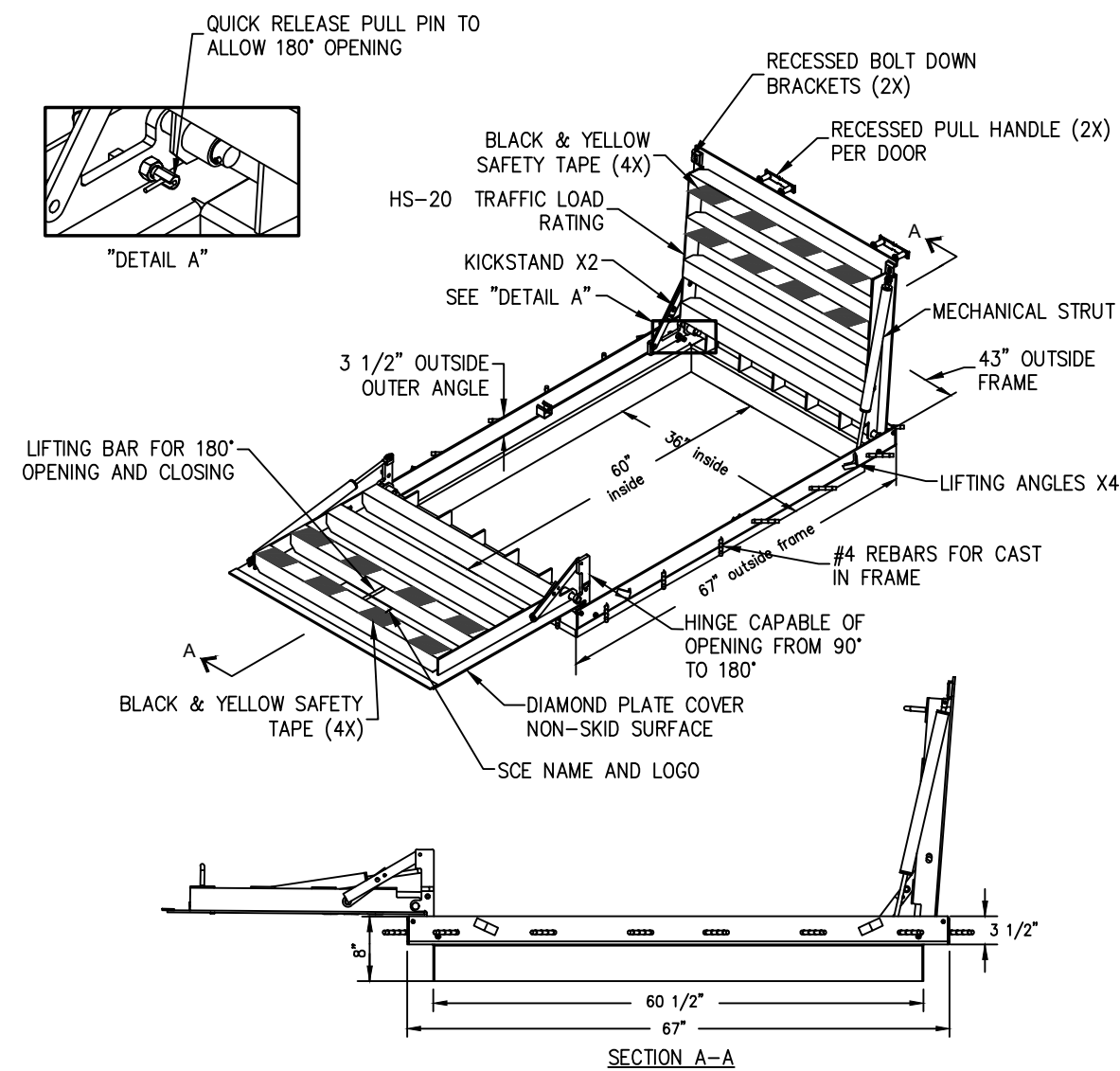
PULL BOX 3' X 5' PRECAST CONCRETE
SEE UGS HP 225



- NOTE(S):
1. REINFORCEMENT:
H20-5 BRIDGE LOADING.
 2. CONCRETE:
CONCRETE SHALL BE CLASS "A" WITH 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI (MINIMUM). SLIGHT TAPER (3/4" IN DEPTH OF PULL BOX) AND 1" CHAMFER ON ALL INSIDE CORNERS PERMITTED FOR EASE OF FORMING.
 3. INSTALLATION:
PULL BOX SHALL BE PLACED ON 6" (MINIMUM) COMPACTED ROCK OR SAND BASE TO ENSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE IN FLOOR. MINIMUM EXCAVATION FOR PULL BOX SHALL BE 52" X 97" X DEPTH TO SUIT JOB.
 4. COVERS:
SEE FC 612 AND FC 618 FOR PULL BOX COVERS.
 5. GRADE RINGS:
INSTALLING CONTRACTOR SHALL PROVIDE GRADE RINGS (6" MINIMUM) AS NECESSARY IN ORDER TO MAINTAIN COVER OVER CONDUITS PER SCE SPECIFICATIONS OR PERMIT AGENCY SPECIFICATIONS, WHICHEVER IS GREATER.
 6. PULL IRONS AND EYES:
SEE AC 729 FOR PULL IRONS AND AC 720 FOR PULL EYES.

D53C: Rev. 02/12/21

36" X 60" LIFT ASSIST STEEL PULL BOX COVER – FULL TRAFFIC
SEE UGS FC 615



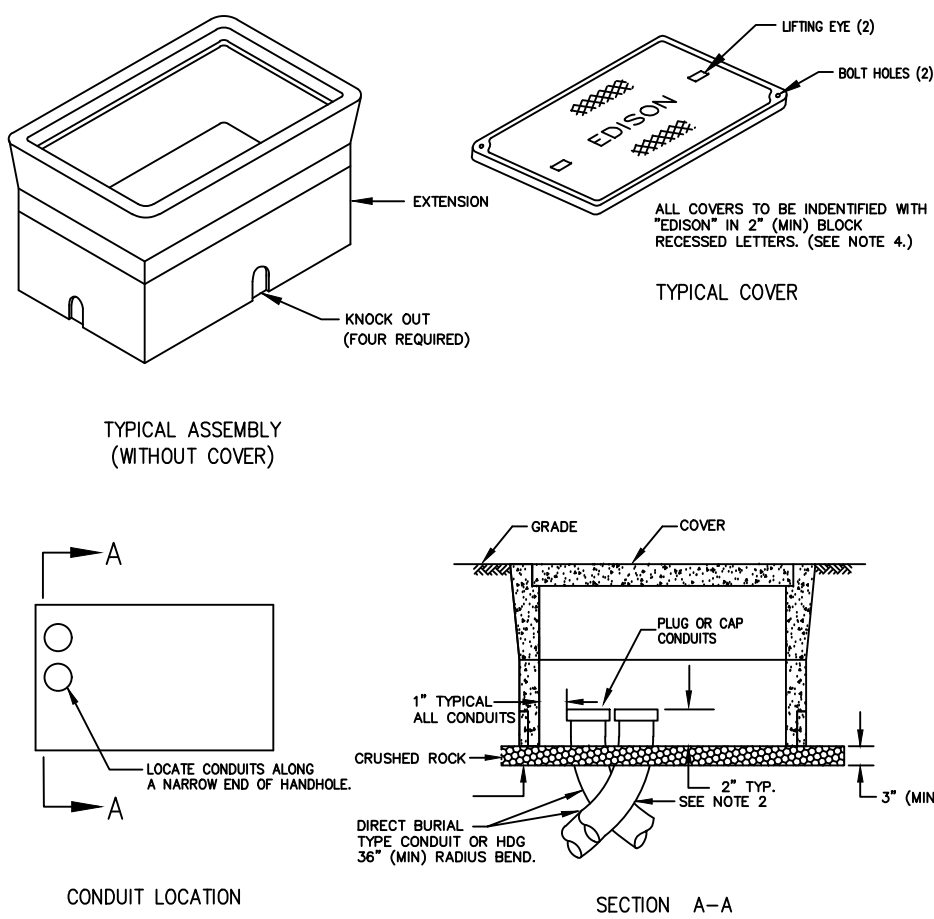
- COVER NOTES:
1. COVERS TO BE USED WITH FRAME. CLEARANCE BETWEEN COVER AND FRAME SHALL BE 3/16" ALL AROUND.
 2. FOUR (4) 1/2-13 NC X 1-1/2 PENTA HEAD STAINLESS STEEL BOLTS PER COVER.
 3. STEEL COVER PLATE SHALL BE ASTM A-36 MANUFACTURED WITH 1/4" THICK PLATE.
 4. COVER IS TO BE HOT-DIP GALVANIZED AFTER FABRICATION.
 5. ALL MANUFACTURER'S COVER TO BE INTERCHANGEABLE.

- FRAME NOTES:
1. STEEL FRAMES SHALL BE ASTM A-36.
 2. FRAMES SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.

- DESIGN CRITERIA:
1. ALL FRAMES AND SHAPES SHALL BE ASTM A-36.
 2. HS-20 LOAD CONDITION PER AASHTO AND ASTM C857.
 3. ASTM C 1802-18B, LOAD LEVEL 6.
 4. LOAD IMPACT: 30% MINIMUM.
 5. AWS E70-6 CO GAS SHIELDING WIRE.

D14G: Rev. 02/12/21

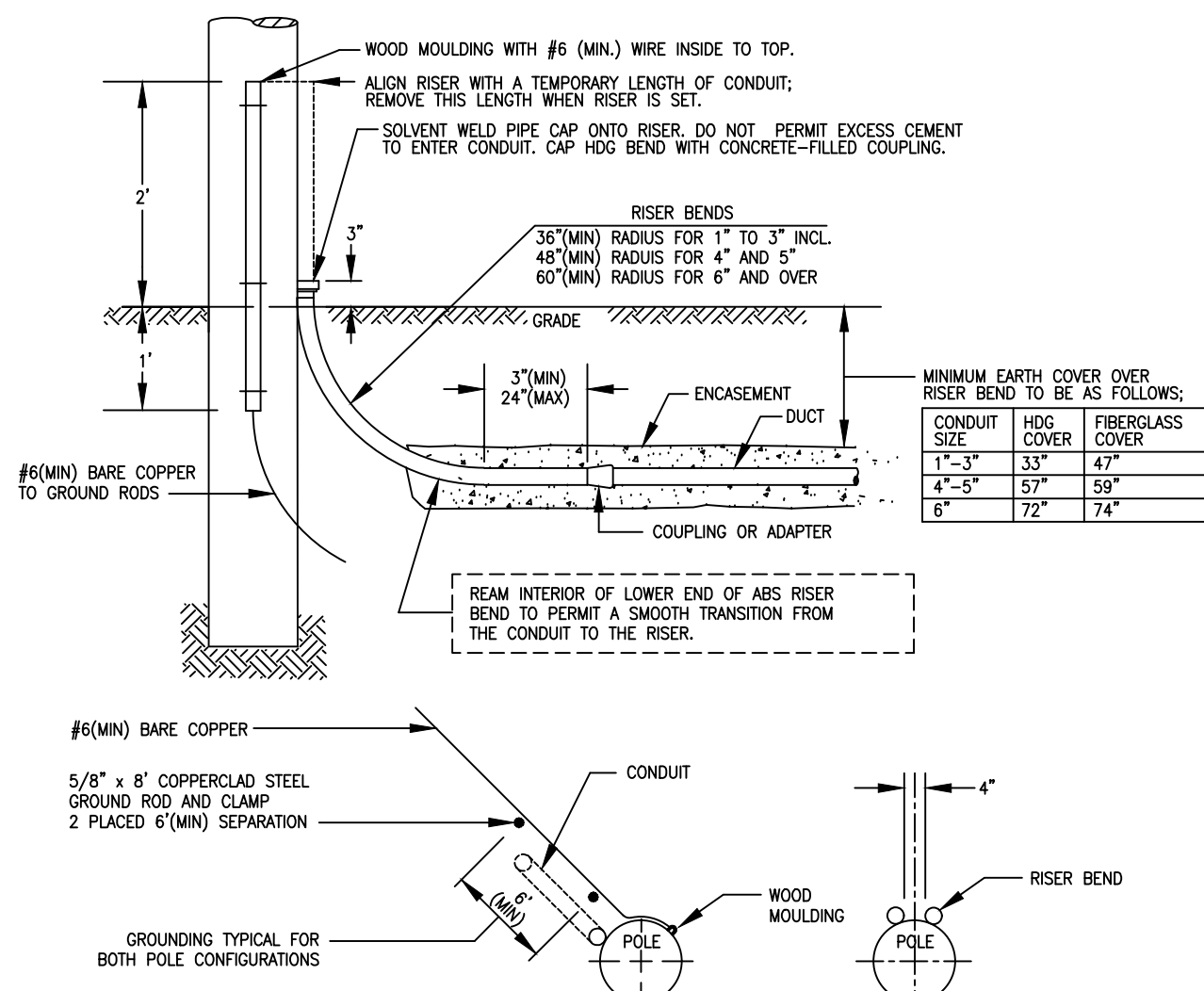
TYPICAL HANDHOLE INSTALLATION
SEE UGS HP 205



- NOTES:
1. SEE UGS HP 200 FOR DIMENSIONS OF VARIOUS SIZE HANDHOLES AVAILABLE.
 2. RADIUS ANGLE MAY BE REDUCED TO LESS THAN 90° PROVIDING THE PROJECTED CENTER LINE OF THE CONDUIT CLEARS HANDHOLE OPENING.
 3. TWO HOLD DOWN DEVICES TO BE SUPPLIED WITH EACH HANDHOLE.
 4. COVER SHALL BE IDENTIFIED WITH "EDISON" IN MINIMUM 2-INCH LETTERS OR LABELS PERMANENTLY SECURED TO THE U.G.
 5. FOR MAINTENANCE ON 10-1/2" X 17" CONCRETE HANDHOLES USE SWINGBOLT WITH SAP 10204721.

D75: REV. 03/18/19

POLE RISER BEND STANDARD LOCATION
SEE UGS CD 160



1. APPROVED RISER BENDS ARE SHOWN ON FOLLOWING TABLE:

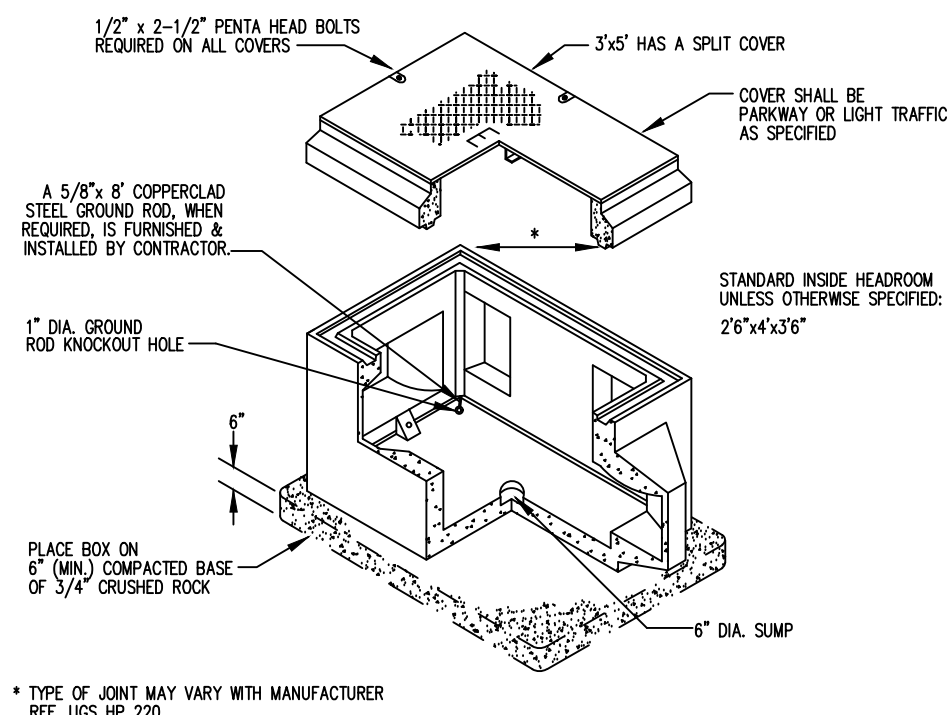
MATERIAL	1"	1-1/2"	2"	2-1/2"	3"	4"	5"	6"
ABS	-	-	-	-	-	-	-	-
PVC	-	-	-	-	-	-	-	-
FIBERGLASS	-	-	-	-	-	-	-	-
HDC	X	X	X	X	X	X	X	X

NOTE: 6" HDC OR FIBERGLASS RISER BEND SHALL BE USED WHEN SPECIFIED ON THE WORKING DRAWING. SEE UGS AC 702 FOR GROUNDING HDC RISER BENDS.

2. THE TOP AND BOTTOM OF 3", 4", 5" OR 6" FIBERGLASS BENDS ARE FURNISHED WITH PERMANENTLY ATTACHED PVC COUPLINGS. ALSO INCLUDED IS A 6" LONG 3", 4", 5" OR 6" SCHEDULE 80 PVC STUB-OUT, SOLVENT WELDED INTO THE TOP COUPLING. SEE UGS CD 168 FOR FIBERGLASS RISER BEND MATERIAL INFORMATION AND SUPPLIERS.
3. TWO GROUND RODS ARE REQUIRED AT ALL PRIMARY RISER POLES. DRIVE RODS IN TRENCH BOTTOM WITH 6" MINIMUM SEPARATION IN UNDISTURBED EARTH. LEAVE THE ROD TOPS 3" ABOVE THE TRENCH BOTTOM AND ATTACH CONTINUOUS GROUND WIRE WITH CLAMPS. EXTEND WIRE TO INDICATED LOCATION ON POLE AND STUB UP 2" ABOVE GRADE IN WOOD MOULDING. ALL GROUNDING MATERIALS FURNISHED BY CONTRACTORS. SEE UGS AC 703 FOR ENCASEMENT REQUIRED ONLY WHEN CALLED OUT ON WORKING DRAWING.
4. TWO RISERS MAY BE SUBSTITUTED FOR FIBERGLASS FOR STRAIGHT RUNS OF 150' OR LESS IN CONDUIT SIZES 4" AND UNDER.

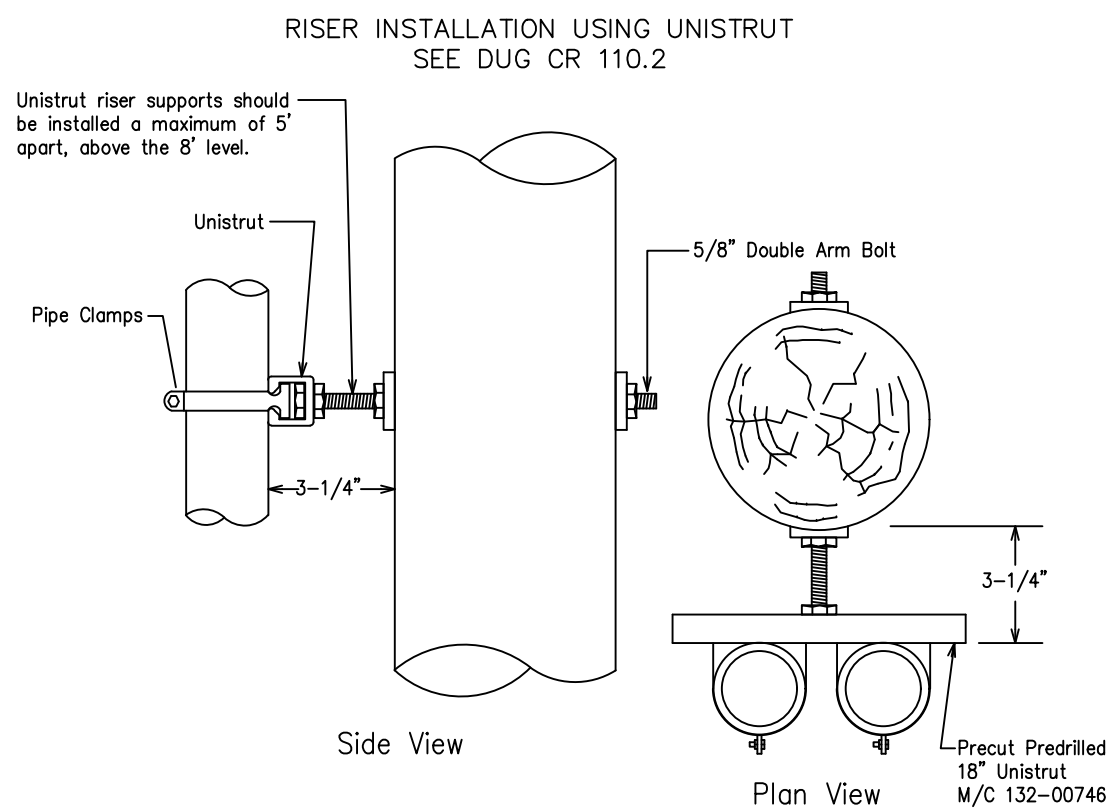
D78: REV. 02/14/11

PRECAST CONCRETE PULL BOX WITH DEEP RECESSES
(2'-6" X 4')
SEE UGS HP 220



- NOTE(S):
1. REINFORCEMENT:
H20-5 BRIDGE LOADING.
 2. CONCRETE:
CONCRETE SHALL BE CLASS "A" WITH 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI (MINIMUM). SLIGHT TAPER (3/4" IN DEPTH OF PULL BOX) AND 1" CHAMFER ON ALL INSIDE CORNERS PERMITTED FOR EASE OF FORMING.
 3. INSTALLATION:
PULL BOX SHALL BE PLACED ON 6" (MINIMUM) COMPACTED ROCK OR SAND BASE TO ENSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE IN FLOOR. MINIMUM EXCAVATION FOR PULL BOX SHALL BE 46" X 65" X DEPTH TO SUIT JOB.
 4. COVERS:
SEE FC 612 AND FC 618 FOR PULL BOX COVERS.
 5. GRADE RINGS:
INSTALLING CONTRACTOR SHALL PROVIDE GRADE RINGS (6" MINIMUM) AS NECESSARY IN ORDER TO MAINTAIN COVER OVER CONDUITS PER SCE SPECIFICATIONS OR PERMIT AGENCY SPECIFICATIONS, WHICHEVER IS GREATER.
 6. PULL IRONS AND EYES:
SEE AC 729 FOR PULL IRONS AND AC 720 FOR PULL EYES.
 7. SEE FC 616.
 8. SEE FC 606.

D53B: Rev. 10/26/20



- NOTE(S):
1. All notes pertaining to Figure CR 110-1.1 (Sheet 1) construction on scope CR 110.1 also apply to risers supported by a unistrut.
 - 1.0 APPLICATION
The unistrut shown in Figure CR 110-5 (Sheet 3) is the preferred method where multiple risers are required.
 - 2.0 MATERIAL

TABLE CR 110-2: Unistrut Pipe Clamps

Conduit Size (in)	Material Code
1	622-04052
2	133-48248
2.5	133-48214
3	133-00025
4	133-00017
5	133-48008
6	132-00746

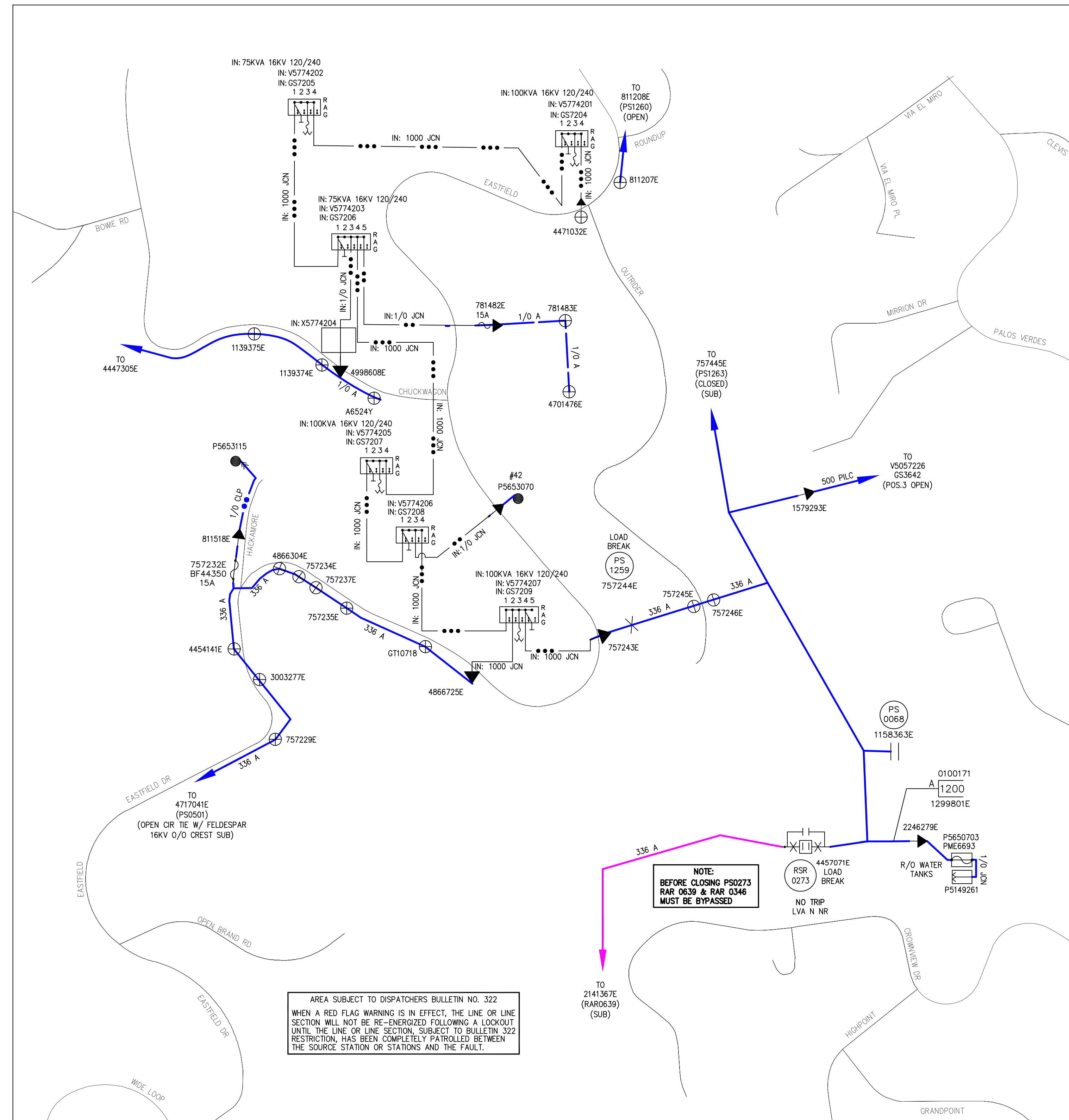
REF.: DUG CR 110.2
D38: REV. 02/16/11

FINAL DESIGN
APPROVED FOR CONSTRUCTION

SCALE: 1" = 60'

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J	PLANNER WILLIAMS, JENNA J	DESIGNER CHIN, ELIZABETH
PROJECT NO. 2612821	SERVICE REQUEST 13500715	MSR NO. 3106085194	PRODUCT-1 2111184-RULE 20B-UG INSTALL
CIRCUIT / VOLTAGE STATLER 16KV	GPS	PRODUCT-2	ASSOC DESIGN
SUB / PG NO. WALTERIA SUB	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
INVENTORY MAP VARIOUS	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) RULE 20B	
		45 EASTFIELD DR	
		ROLLING HILLS CA 90274	
F 12/29/2023	MIDILA X	J WILLIAMS	E CHN 16484
F 11/28/2023	MIDILA X	J WILLIAMS	E CHN 16484
TYPE DATE	APPROVED BY	CHECKED BY	DRAWN BY PAX #
Southern California Edison Company			
SHEET 3 of 7			DESIGN/PDRWG NO. 1608857_0.01

PROPOSED SINGLE LINE
STATLER 16KV % WALTERIA SUB



DISTRICT 44 - SOUTH BAY		PROJ. MGR. WILLIAMS, JENNA J PHONE 3106085134		PLANNER WILLIAMS, JENNA J PHONE 3106085194		DESIGNER CHIN, ELIZABETH	
PROJECT NO. 2612821		MSR NO. 3106085134		PROJECT-1 2111184-1		ASSOC DESIGN	
SERVICE REQUEST 3000715				SUB-20B-UG INSTALL			
CIRCUIT 7 VOLTAGE STATLER 16KV		GPS		PROJECT-2		ASSOC DESIGN	
SUB / PG NO. WALTERIA SUB		CIRCUIT CODE		PROJECT-3		ASSOC DESIGN	
INVENTORY MAP		VARIOUS		J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274	
F 11/29/2023		MIDILA K		J WILLIAMS		E CHIN 16484	
P 11/28/2023		MIDILA K		J WILLIAMS		E CHIN 16484	
TYPE		DATE		APPROVED BY		CHECKED BY	
		DRAWN BY		PAX #		SHEET	
Southern California Edison Company							
4						7	
1608857-001						PAX#4457 of 557	

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB

NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

V5774201	VD=1.1 FL=2.58 200 PANEL 120/240V 1P 17.1KW STONS 21 EASTFIELD DR ROLLING HILLS, CA 90274	VD=3.5 FL=4.03 200 PANEL 120/240V 1P 30.5KW STONS 23 EASTFIELD DR ROLLING HILLS, CA 90274	VD=3.01 FL=4.96 200 PANEL 120/240V 1P 12.4KW STONS 25 EASTFIELD DR ROLLING HILLS, CA 90274	VD=2.98 FL=4.56 200 PANEL 120/240V 1P 14.9KW STONS 27 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.95 FL=4.54 200 PANEL 120/240V 1P 12.9KW 4TONS 2 OUTRIDER RD ROLLING HILLS, CA 90274
V5774202	VD=0.97 FL=4.63 200 PANEL 120/240V 1P 7.6KW STONS 24 EASTFIELD DR ROLLING HILLS, CA 90274	VD=0.38 FL=3.22 200 PANEL 120/240V 1P 2.3KW 2TONS 29 EASTFIELD DR ROLLING HILLS, CA 90274	VD=0.56 FL=2.63 200 PANEL 120/240V 1P 7.6KW STONS 31 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.44 FL=4.35 200 PANEL 120/240V 1P 11.6KW STONS 33 EASTFIELD DR ROLLING HILLS, CA 90274	

T.L.M. DATA: 5774201
SIZE KVA CUST % LOAD
EXIST. 0 0 0 0
PROP. 100 97.5 5 97.5%
VOLTAGE DROP: SEE MAP
FLICKER FACTOR: SEE MAP
PRI. CIRCUIT: STATLER 16KV

027: REV. 12/10/21

TD2111184	CI: V5774201	VAULT	4
7'x18'x8'	TUB STYLE		
VENTS REQUIRED			
CI: 1 - S V 7'x18'x8' TUB 2 PIECE			
CF: 1 - SS TAX EXCV CST FOR VLT			
IN: 2 - JJ 3-DBE 1000 600A			
IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A			
IN: 4 - JJ DE DB ROPT INS W/TST PNT 600A			
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH			
IN: 1 - CNN PTAIL STRT FOR 100A METER 4/0 1P			
IN: 1 - SW UG SF6 LB RAG 4-WY 600A 17.5KV			
LINE DEVICE ID:			
IN: 1 - TR UG BT MC F DE 100KVA 16KV 120/240 1P+			
SN:			

CF: 2396' - CM DUCT 5" (V4201 TO V4202)
CF: 599' - CM DUCT FOR EXCAVATION (V4201 TO V4202)
IN: 1797' - CBL 1000 AL 1-1/C 17KV CLP PJ (V4201 TO V4202)
MI: 360' - CBL 1000 AL 1-1/C 17KV CLP PJ
CI: 1 - S HH POLY 17'x30'x18" LT TRAFFIC (H201A)
CI: 1 - S HH POLY 17'x30'x18" LT TRAFFIC (H201B)
CI: 1 - S HH POLY 17'x30'x18" LT TRAFFIC (H201C)
CF: 3 - SS TAX EXCV CST FOR PLASTIC HH
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H201A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H201B)
CF: 70' - CM DUCT 2 1/2" TO 4" (V4201 TO H201A)
CF: 186' - CM DUCT 2 1/2" TO 4" (V4201 TO H201B)
CF: 328' - CM DUCT 2 1/2" TO 4" (V4201 TO H201C)
CF: 301' - CM DUCT 5" (1032E TO V4201)
CF: 9' - CM DUCT FOR EXCAVATION (V4201 TO H201A)
CF: 19' - CM DUCT FOR EXCAVATION (V4201 TO H201B)
CF: 19' - CM DUCT FOR EXCAVATION (V4201 TO H201C)
IN: 186' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4201 TO H201B)
MI: 138' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 328' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4201 TO H201C)
IN: 70' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4201 TO H201A)
IN: 331' - CBL (2) 700, (1) 350 600V CLP PLEX (1032E TO V4201)
MI: 49' - CBL (2) 700, (1) 350 600V CLP PLEX
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H201C)
CF: 12' - CM DUCT 2 1/2" TO 4" (H201A TO P/U PT A)
CF: 11' - CM DUCT 2 1/2" TO 4" (H201B TO P/U PT B)
CF: 11' - CM DUCT 2 1/2" TO 4" (H201C TO P/U PT C)
CF: 12' - CM DUCT 2 1/2" TO 4" (H201C TO P/LØ27)
CF: 12' - CM DUCT FOR EXCAVATION (H201A TO P/U PT A)
CF: 11' - CM DUCT FOR EXCAVATION (H201B TO P/U PT B)
CF: 11' - CM DUCT FOR EXCAVATION (H201C TO P/U PT C)
CF: 12' - CM DUCT FOR EXCAVATION (H201C TO P/LØ27)
IN: 64' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H201A TO PNLØ21)
MI: 44' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
IN: 64' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H201C TO PNLØ27)
IN: 151' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (H201C TO PNLØ25)
MI: 30' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX
IN: 92' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H201B TO PNLØ23)

LINE DEVICE ID# GS7204
TO BE PROVIDED BY DISTRICT
AT THE TIME OF INSTALL

D19: Rev. 10/26/20

LINE DEVICE ID# GS7205
TO BE PROVIDED BY DISTRICT
AT THE TIME OF INSTALL

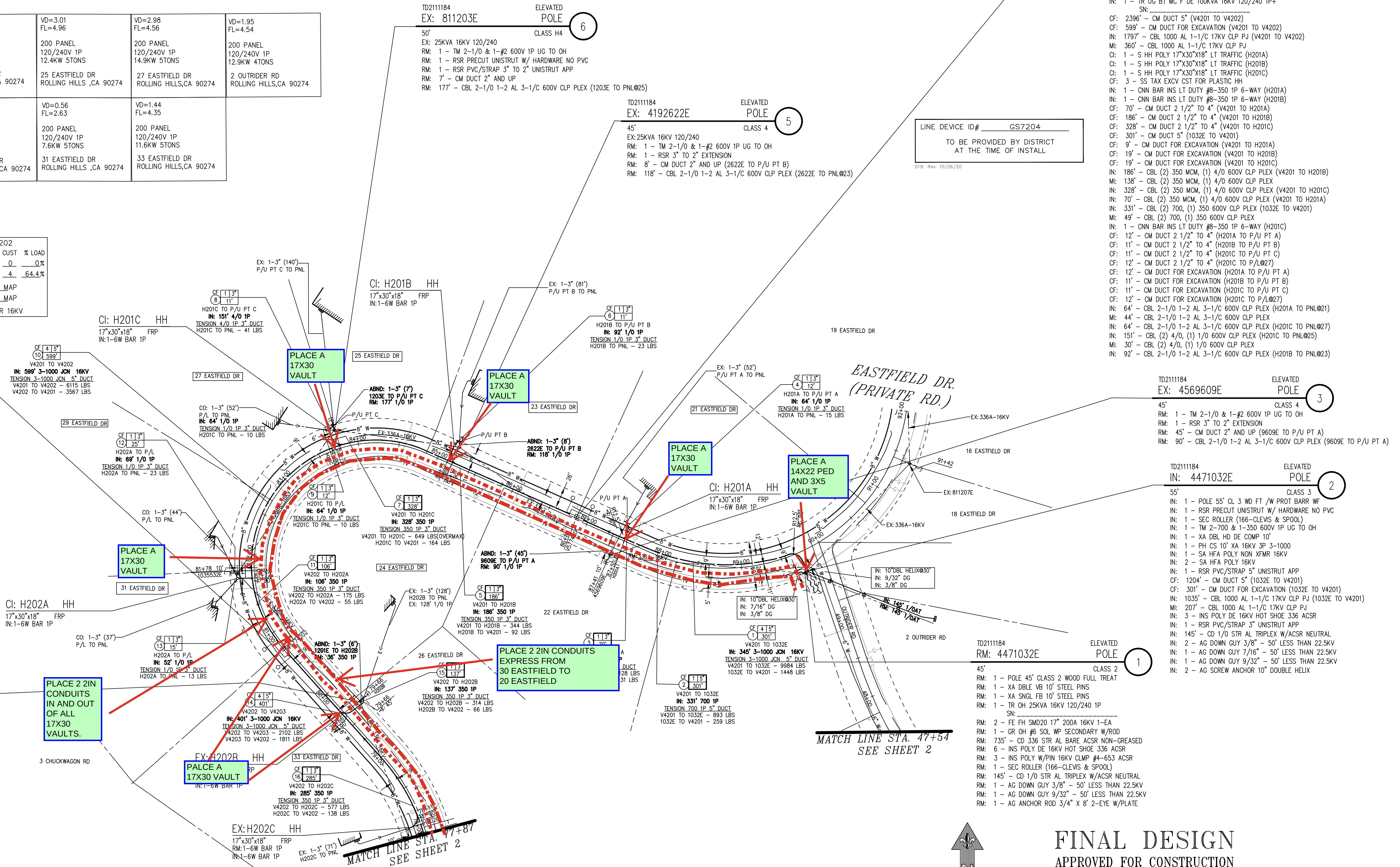
D19: Rev. 10/26/20

T.L.M. DATA: 5774202
SIZE KVA CUST % LOAD
EXIST. 0 0 0 0
PROP. 75 32.2 4 64.4%
VOLTAGE DROP: SEE MAP
FLICKER FACTOR: SEE MAP
PRI. CIRCUIT: STATLER 16KV

027: REV. 12/10/21

TD2111184
CI: V5774202
VAULT
7'x18'x8'
VENTS REQUIRED
CI: 1 - S V 7'x18'x8' TUB 2 PIECE
CF: 1 - SS TAX EXCV CST FOR VLT
IN: 2 - JJ 3-DBE 1000 600A
IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 4 - JJ DE DB ROPT INS W/TST PNT 600A
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH
IN: 1 - SW UG SF6 LB RAG 4-WY 600A 17.5KV
LINE DEVICE ID:
IN: 1 - TR UG BT MC F DE 75KVA 16KV 120/240 1P+
SN:
CF: 1604' - CM DUCT 5" (V4202 TO V4203)
CF: 401' - CM DUCT FOR EXCAVATION (V4202 TO V4203)
IN: 1203' - CBL 1000 AL 1-1/C 17KV CLP PJ (V4202 TO V4203)
MI: 240' - CBL 1000 AL 1-1/C 17KV CLP PJ
CI: 1 - S HH POLY 17'x30'x18" LT TRAFFIC (H202A)
CF: 1 - SS TAX EXCV CST FOR PLASTIC HH (H202A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H202A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H202B)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H202C)
CF: 137' - CM DUCT 2 1/2" TO 4" (V4202 TO H202B)
CF: 285' - CM DUCT 2 1/2" TO 4" (V4202 TO H202C)
CF: 106' - CM DUCT 2 1/2" TO 4" (V4202 TO H202A)
CF: 33' - CM DUCT FOR EXCAVATION (V4202 TO H202B)
CF: 16' - CM DUCT FOR EXCAVATION (V4202 TO H202B)
CF: 16' - CM DUCT FOR EXCAVATION (V4202 TO H202A)
IN: 106' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4202 TO H202A)
MI: 106' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 137' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4202 TO H202B)
IN: 285' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4202 TO H202C)
CF: 25' - CM DUCT 2 1/2" TO 4" (H202A TO P/LØ31)
CF: 25' - CM DUCT FOR EXCAVATION (H202A TO P/LØ29)
CF: 15' - CM DUCT FOR EXCAVATION (H202A TO P/LØ31)
IN: 69' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H202A TO PNLØ29)
MI: 24' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
IN: 52' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H202A TO PNLØ31)

TD2111184
EX: 811201E
ELEVATED POLE
CLASS 4
45'
EX: 25KVA 16KV 120/240
RM: 1 - TM 2-350 & 1-4/0 600V 1P UG TO OH
RM: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H202B)
RM: 1 - RSR 3" TO 2" EXTENSION
RM: 6' - CM DUCT 2" AND UP (1201E TO H202B)
RM: 36' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (1201E TO H202B)



FINAL DESIGN
APPROVED FOR CONSTRUCTION

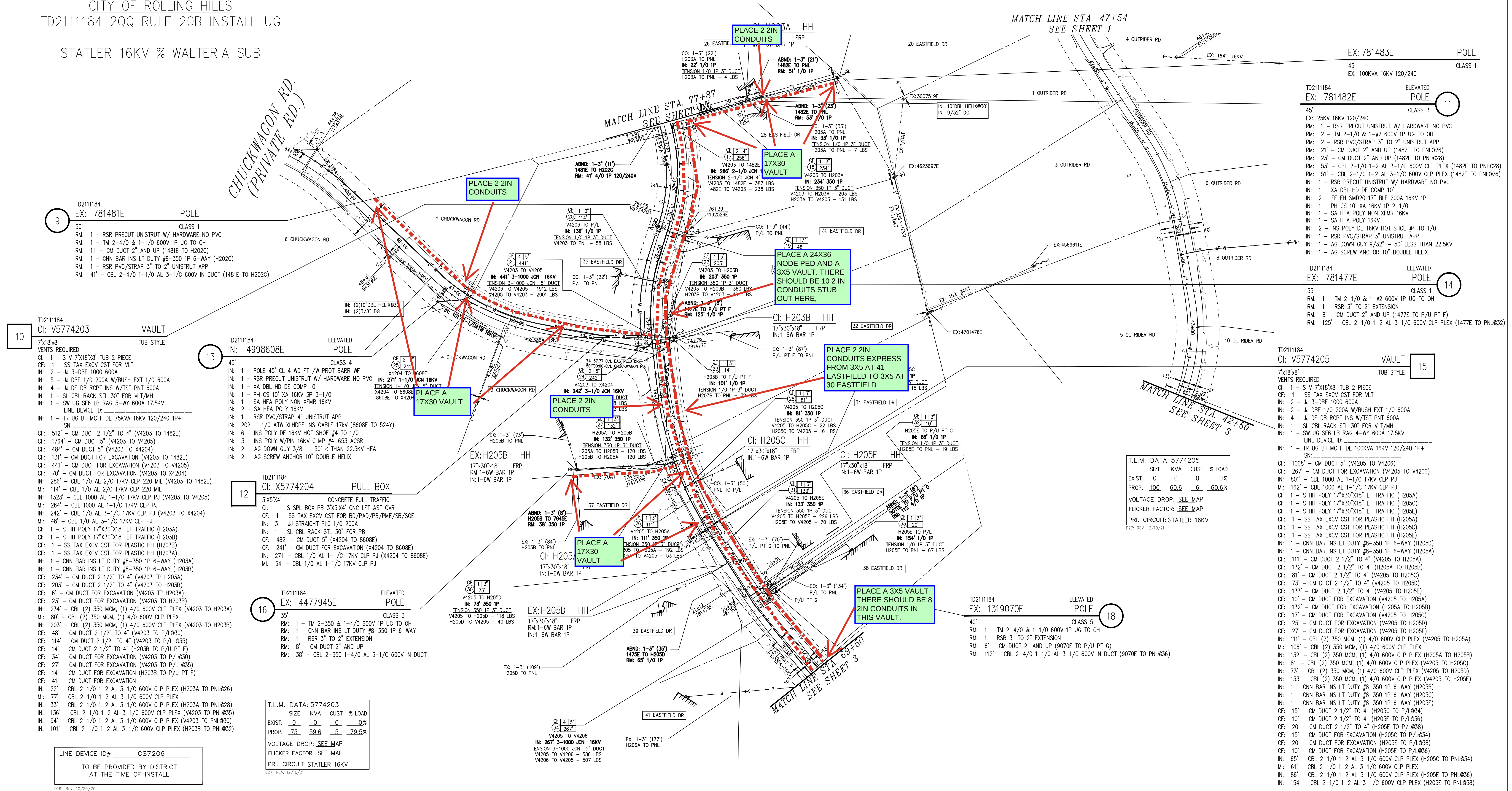


SCALE: 1" = 60'

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J	PLANNER WILLIAMS, JENNA J	DESIGNER CHIN, ELIZABETH
PROJECT NO. 2612821	SERVICE REQUEST 3500715	PRODUCT-1 2111184-RULE 20B-UG INSTALL	ASSOC DESIGN
CIRCUIT / VOLTAGE STATLER 16KV	GPS	PRODUCT-2	ASSOC DESIGN
SUB / PG NO. WALTERIA SUB	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
INVENTORY MAP VARIOUS	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) RULE 20B	
F 12/29/2023	MIDLA X J WILLIAMS E OHN 16484	45 EASTFIELD DR	
P 11/28/2023	MIDLA X J WILLIAMS E OHN 16484	ROLLING HILLS, CA 90274	
TYPE DATE APPROVED BY	CHECKED BY	DRAWN BY	PAX #
Southern California Edison Company		5	7
SHEET		DESIGN/DRWG NO. 1608857_0.0	

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB



V5774203	VD=1.84 FL=3.26 200 PANEL 120/240V 1P 16.6KW STONS 26 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.82 FL=3.21 200 PANEL 120/240V 1P 10KW STONS 28 EASTFIELD DR ROLLING HILLS, CA 90274	VD=0.31 FL=2.93 200 PANEL 120/240V 1P 4.5KW STONS 30 EASTFIELD DR ROLLING HILLS, CA 90274	VD=0.7 FL=3.75 200 PANEL 120/240V 1P 5.6KW STONS 32 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.68 FL=3.75 200 PANEL 120/240V 1P 17KW STONS 35 EASTFIELD DR ROLLING HILLS, CA 90274
V5774205	VD=1.04 FL=4.07 200 PANEL 120/240V 1P 4.9KW STONS 2 CHUCKWAGON RD ROLLING HILLS, CA 90274	VD=0.91 FL=2.7 200 PANEL 120/240V 1P 13.3KW STONS 34 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.23 FL=3.51 200 PANEL 120/240V 1P 12.7KW STONS 36 EASTFIELD DR ROLLING HILLS, CA 90274	VD=1.26 FL=4.28 200 PANEL 120/240V 1P 7.8KW STONS 37 EASTFIELD DR ROLLING HILLS, CA 90274	VD=0.44 FL=4.85 200 PANEL 120/240V 1P 15.9KW STONS 38 EASTFIELD DR ROLLING HILLS, CA 90274

TD2111184
EX: 781475E
CLASS 2
RM: 1 - TM 2-1/0 & 1-#2 600V 1P UG TO OH
RM: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H2050)
RM: 1 - RSR 3" TO 2" EXTENSION
RM: 35' - CM DUCT 2" AND UP (1475E TO H2050)
RM: 65' - CBL 2-1/0 1-#2 AL 3-1/C 600V IN DUCT (1475E TO H2050)

NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

FINAL DESIGN
APPROVED FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. WILLIAMS, JENNA J PHONE 714-450-7842	PLANNER WILLIAMS, JENNA J PHONE 310-700-6086	DESIGNER CHIN, ELIZABETH	ASSOC DESIGN
PROJECT NO. 2612821	SERVICE REQUEST 3500715	MSR NO. 2111184-RULE 20B-UG INSTALL	PRODUCT-1	ASSOC DESIGN
CIRCUIT / VOLTAGE STATLER 16KV	GPS	CIRCUIT CODE	PRODUCT-2	ASSOC DESIGN
SUB / PG NO. WALTERIA SUB				ASSOC DESIGN
INVENTORY MAP VARIOUS	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) RULE 20B 45 EASTFIELD DR ROLLING HILLS CA 90274		
F 12/29/2023	MIDIA K	J WILLIAMS	E CHIN	16484
P 11/28/2023	MIDIA K	J WILLIAMS	E CHIN	16484
TYPE DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #
Southern California Edison Company				
SHEET 6 of 7				DESIGN/DRWG NO. 1608857_0.01

NOTE TO CREW:
WORK WITH RELATED TD2111183 R20B OH REMOVAL

CITY OF ROLLING HILLS
TD2111184 2QQ RULE 20B INSTALL UG

STATLER 16KV % WALTERIA SUB



SCALE: 1" = 60'
0 60 120

P5653070	VD=1.38 FL=3.58 200 PANEL 120/240V 1P 20KW STONS 40 EASTFIELD DR ROLLING HILLS ,CA 90274	VD=0.47 FL=3.88 200 PANEL 120/240V 1P 5.9KW STONS 41 EASTFIELD DR ROLLING HILLS ,CA 90274		X5657648	VD=0 100 PED-GEN 120/240V 1P 0KW 2TONS 46 EASTFIELD W/CHKWGN PED ROLLING HILLS ,CA 90274	VD=0
V5774207	VD=0.94 FL=4.18 200 PANEL 120/240V 1P 8KW STONS 9 OUTRIDER RD ROLLING HILLS,CA 90274	VD=1.87 FL=3.66 200 PANEL 120/240V 1P 18.3KW STONS 13 OUTRIDER RD ROLLINGS HILLS,CA 90274	VD=2.42 FL=4.96 200 PANEL 120/240V 1P 14.8KW STONS 24 OUTRIDER RD ROLLING HILLS DR,CA 90274	VD=0.92 FL=4.54 200 PANEL 120/240V 1P 7KW STONS 42 EASTFIELD DR ROLLING HILLS ,CA 90274	VD=0.32 FL=3.01 200 PANEL 120/240V 1P 4.1KW STONS 44 EASTFIELD DR ROLLING HILLS ,CA 90274	VD=1.19 FL=2.99 200 PANEL 120/240V 1P 9.9KW STONS 46 EASTFIELD DR L97 ROLLING HILLS ,CA 90274

LINE DEVICE ID# GS7208
TO BE PROVIDED BY DISTRICT
AT THE TIME OF INSTALL

D19: Rev. 10/26/20

TD2111184
Cl: V5774206 VAULT 20
7'x18'x8" TUB STYLE
CF: 1 - S V 7'x18'x8" TUB 2 PIECE
CF: 1 - SS TAX EXCV CST FOR VLT
IN: 2 - JJ 3-DBE 1000 600A
IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 4 - JJ DE DB RCPD INS W/TST PNT 600A
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH
IN: 1 - SW UG SF6 LB RAG 4-WY 600A 17.5KV
LINE DEVICE ID:
CF: 39' - CM DUCT 2 1/2" TO 4" (V4206 TO P3070)
CF: 1976' - CM DUCT 5" (V4206 TO V4207)
CF: 39' - CM DUCT FOR EXCAVATION (V4206 TO P3070)
CF: 494' - CM DUCT FOR EXCAVATION (V4206 TO V4207)
IN: 1443' - CBL 1000 AL 1-1/C 17KV CLP PJ (V4206 TO V4207)
MI: 297' - CBL 1000 AL 1-1/C 17KV CLP PJ
IN: 39' - CBL 1/0 AL 2/C 17KV CLP 220 MIL (V4206 TO P3070)
MI: 15' - CBL 1/0 AL 2/C 17KV CLP 220 MIL

LINE DEVICE ID# GS7209
TO BE PROVIDED BY DISTRICT
AT THE TIME OF INSTALL

D19: Rev. 10/26/20

TD2111184
Cl: V5774207 VAULT
7'x18'x8" TUB STYLE
VENTS REQUIRED
CF: 1 - S V 7'x18'x8" TUB 2 PIECE
CF: 1 - SS TAX EXCV CST FOR VLT
IN: 3 - JJ 3-DBE 1000 600A
IN: 2 - JJ DBE 1/0 200A W/BUSH EXT 1/0 600A
IN: 4 - JJ DE DB RCPD INS W/TST PNT 600A
IN: 1 - SL CBL RACK STL 30" FOR VLT/MH
IN: 1 - CNN PTAIL STRT FOR 200A MTR 350/4/0 1P
IN: 1 - SW UG SF6 LB RAG 5-WY 600A 17.5KV
LINE DEVICE ID:
IN: 1 - TR UG BT MC F DE 100KVA 16KV 120/240 1P+ SW

T.L.M. DATA: 5774207
SIZE KVA CUST % LOAD
EXIST. 0 0 0 0%
PROP. 100 68.9 6 68.9%
VOLTAGE DROP: SEE MAP
FLICKER FACTOR: SEE MAP
PRIL. CIRCUIT: STATLER 16KV

D27: REV. 12/10/21

CF: 261' - CM DUCT 5" (V4207 TO 7243E)
CF: 960' - CM DUCT 5" (V4207 TO CAP)
CF: 143' - CM DUCT FOR EXCAVATION (V4207 TO 7243E)
CF: 253' - CM DUCT FOR EXCAVATION (V4207 TO CAP)
IN: 480' - CBL 1000 AL 1-1/C 17KV CLP PJ (V4207 TO 7243E)
MI: 102' - CBL 1000 AL 1-1/C 17KV CLP PJ
CF: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H207A)
CF: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H207C)
CF: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H207E)
CF: 1 - S HH POLY 17"x30"x18" LT TRAFFIC (H207E)
CF: 4 - SS TAX EXCV CST FOR PLASTIC HH
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H207E)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H207C)
CF: 172' - CM DUCT 2 1/2" TO 4" (V4207 TO H207C)
CF: 126' - CM DUCT 2 1/2" TO 4" (V4207 TO H207E)
CF: 138' - CM DUCT 2 1/2" TO 4" (V4207 TO H207G)
CF: 224' - CM DUCT 2 1/2" TO 4" (V4207 TO X7648)
CF: 246' - CM DUCT 2 1/2" TO 4" (V4207 TO H207A)
CF: 22' - CM DUCT FOR EXCAVATION (V4207 TO H207C)
CF: 67' - CM DUCT FOR EXCAVATION (V4207 TO H207E)
CF: 29' - CM DUCT FOR EXCAVATION (V4207 TO H207G)
CF: 21' - CM DUCT FOR EXCAVATION (V4207 TO X7648)
CF: 20' - CM DUCT FOR EXCAVATION (V4207 TO H207A)
IN: 186' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4207 TO H207C)
MI: 145' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 126' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4207 TO H207E)
IN: 138' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4207 TO H207G)
IN: 246' - CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V4207 TO H207A)
IN: 211' - CBL (2) 700, (1) 350 600V CLP PLEX (V4207 TO X7648)
MI: 42' - CBL (2) 700, (1) 350 600V CLP PLEX
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H207B)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H207D)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H207E)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H207A)
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY (H207F)
CF: 18' - CM DUCT 2 1/2" TO 4" (H207A TO P/L)
CF: 13' - CM DUCT 2 1/2" TO 4" (H207C TO P/L)
CF: 15' - CM DUCT 2 1/2" TO 4" (H207G TO P/L#44)
CF: 18' - CM DUCT FOR EXCAVATION (H206B TO P/L)
CF: 13' - CM DUCT FOR EXCAVATION (H207C TO P/L)
CF: 15' - CM DUCT FOR EXCAVATION (H207G TO P/L#44)
IN: 67' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H207A TO H207B)
IN: 17' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H207B TO PNL#42)
MI: 50' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
IN: 23' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H207D TO PNL#9)
IN: 76' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H207E TO H207F)
IN: 64' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H207G TO PNL#44)
IN: 138' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (H207C TO H207D)
MI: 3' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX

TD2111184
Cl: X5657648 PULL BOX
2'-6"x4'x3'-6"
CONCRETE LT TRAFFIC
CF: 1 - S SLP BOX PB 2'6"x4'x3'6" CONC LT TRAF
CF: 1 - SS TAX EXCV CST FOR BD/PAD/PB/PNE/SB/SOE
IN: 2 - CNN PTAIL STRT FOR 200A MTR 350/4/0 1P
IN: 1 - SL CBL RACK STL 30" FOR PB
IN: 1 - CNN BAR INS LT DUTY #8-350 1P 6-WAY
CF: 10' - CM DUCT 2 1/2" TO 4" (X7648 TO P/L#24)
CF: 14' - CM DUCT 2 1/2" TO 4" (X7648 TO P/L#46)
CF: 6' - CM DUCT 2 1/2" TO 4" (X7648 TO PED)
CF: 10' - CM DUCT FOR EXCAVATION (X7648 TO P/L#24)
CF: 14' - CM DUCT FOR EXCAVATION (X7648 TO P/L#46)
CF: 6' - CM DUCT FOR EXCAVATION (X7648 TO PED)
IN: 105' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (X7648 TO PNL#46)
MI: 78' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX
IN: 285' - CBL (2) 4/0, (1) 1/0 600V CLP PLEX (X7648 TO PNL#24)
IN: 6' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (X7648 TO PED)

EASTFIELD DR.
(PRIVATE RD.)

46 EASTFIELD DR

24 OUTRIDER RD

44 EASTFIELD DR

42 EASTFIELD DR

40 EASTFIELD DR

38 EASTFIELD DR

36 EASTFIELD DR

34 EASTFIELD DR

32 EASTFIELD DR

30 EASTFIELD DR

28 EASTFIELD DR

26 EASTFIELD DR

24 EASTFIELD DR

22 EASTFIELD DR

20 EASTFIELD DR

18 EASTFIELD DR

16 EASTFIELD DR

14 EASTFIELD DR

12 EASTFIELD DR

10 EASTFIELD DR

8 EASTFIELD DR

6 EASTFIELD DR

4 EASTFIELD DR

2 EASTFIELD DR

0 EASTFIELD DR

7 OUTRIDER RD

12 OUTRIDER RD

14 OUTRIDER RD

16 OUTRIDER RD

18 OUTRIDER RD

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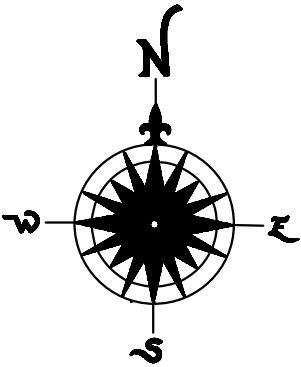
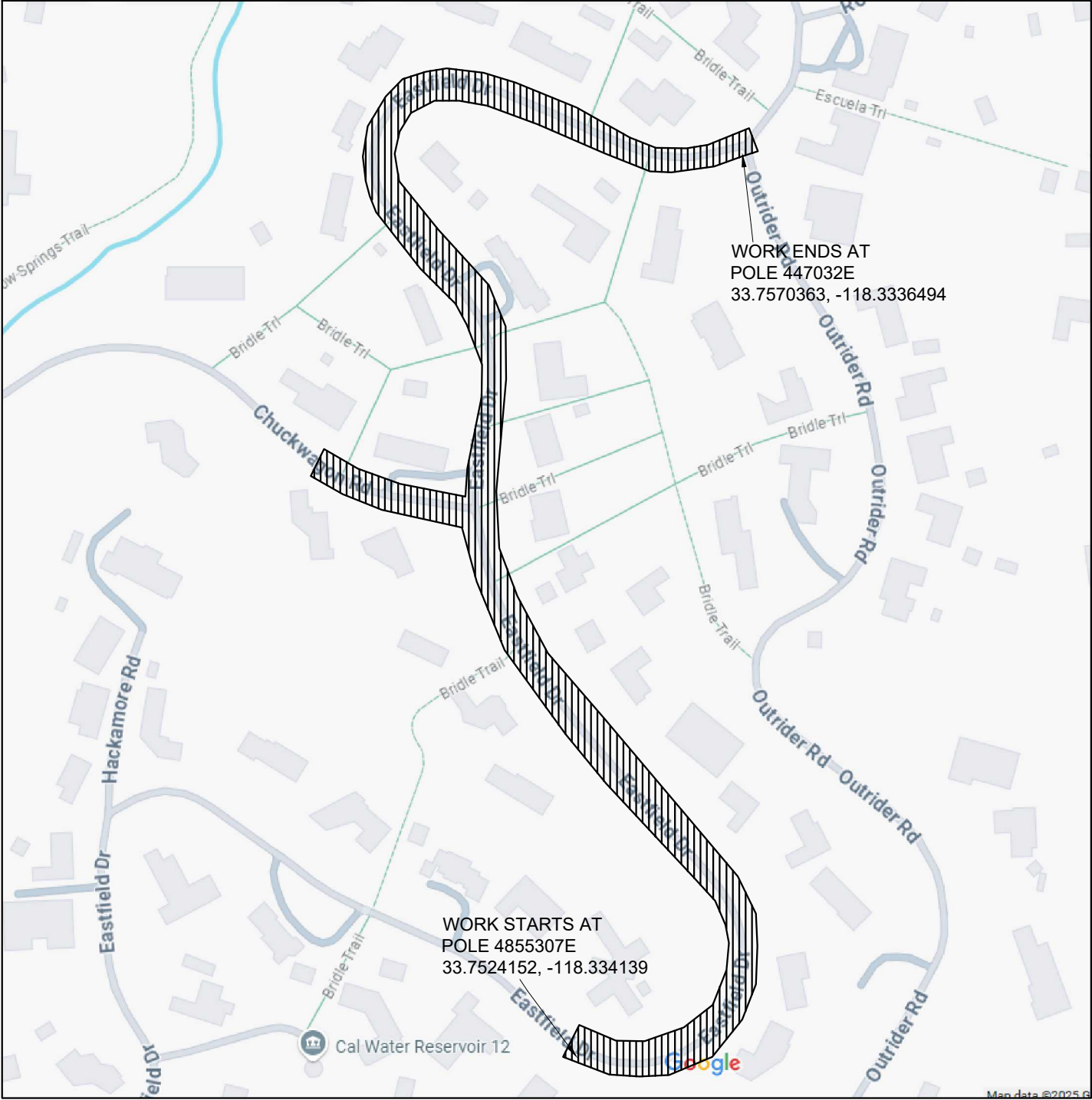
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330 OUTRIDER RD

332 OUTRIDER RD

Frontier Communications

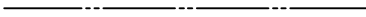
WO # 5359637
PROJECT LOCATION



**UNDERGROUND
SERVICE ALERT
OF SOUTHERN CALIFORNIA**

CALL 1-800-422-4133
AT LEAST 2 BUSINESS DAYS
BEFORE YOU DIG

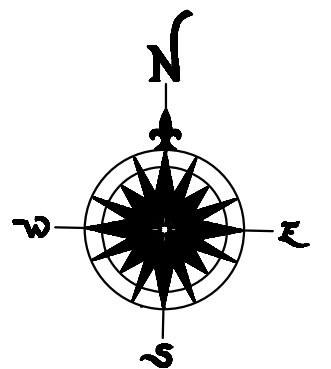
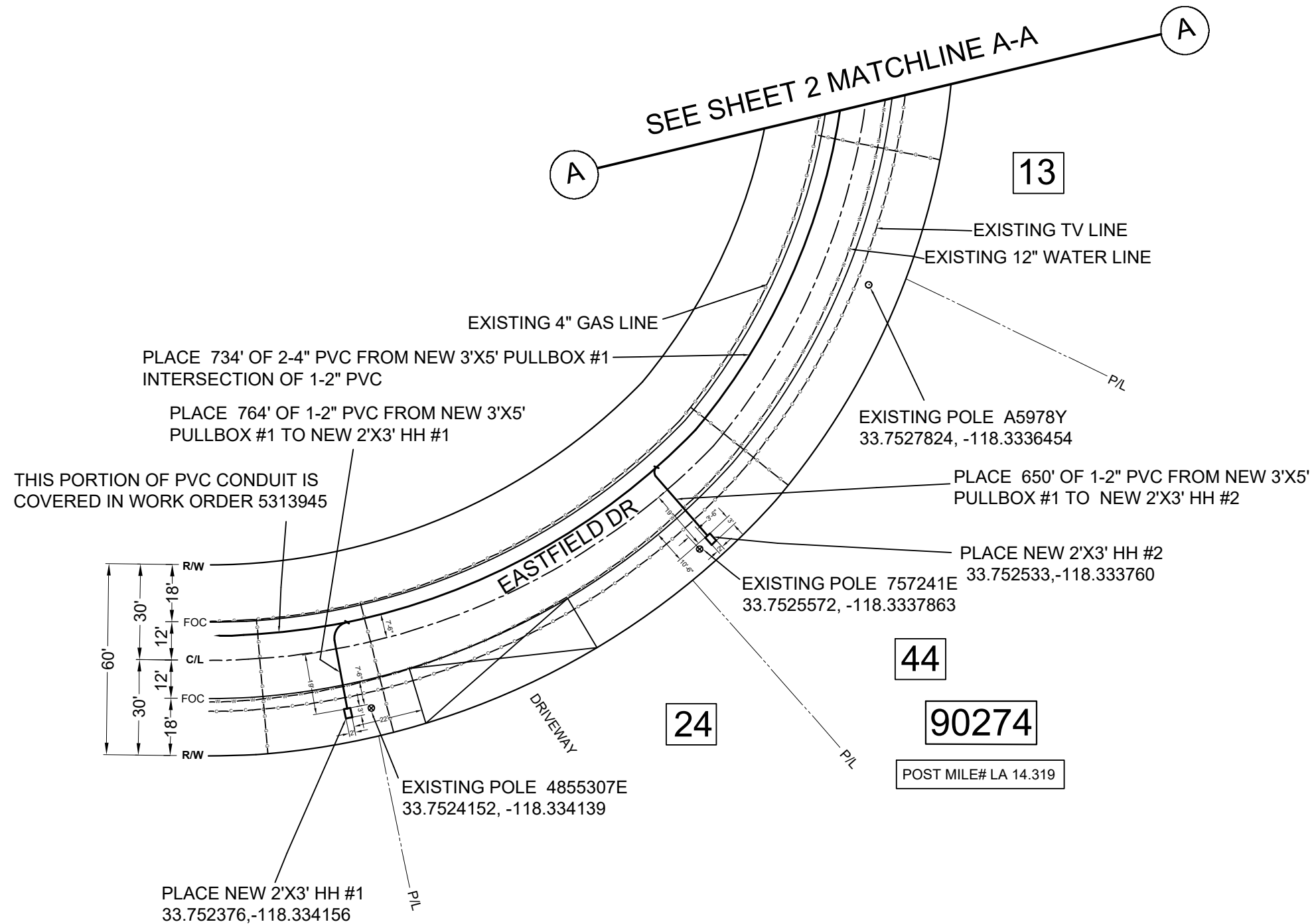
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CITY ROLLING HILLS		WIRE CENTER NAME: 90274	
ADDRESS EASTFIELD DR		W.O. TITLE: AND DESCRIPTION SUBSTRUCTURE FOR PLACEMENT OF NEW CONDUIT, HAND HOLES AND PULLBOX AT EASTFIELD DR	
DWG BY: CYIENT	SCALE: 1"=40'	DATE: 02/17/2025	SHEET COVER

LEGEND	
FACILITIES	DESCRIPTION
	EXISTING HANDHOLE
	EXISTING POLE
	EXISTING TELECOM LINE
	EXISTING WATER LINE
	EXISTING GAS LINE
	EXISTING TV LINE
	RIGHT OF WAY (R/W)
	FACE OF CURB (FOC)
	CENTER LINE (C/L)
	PROPERTY LINE (P/L)
	PROPOSED CONDUIT
	PROPOSED 2'X3' HANDHOLE
	PROPOSED 3'X5' PULLBOX

UNDERGROUND
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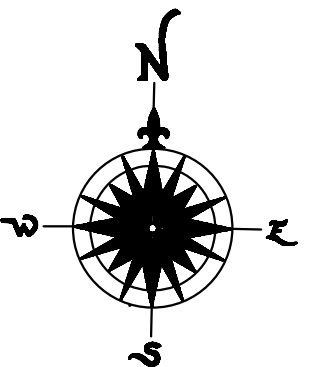
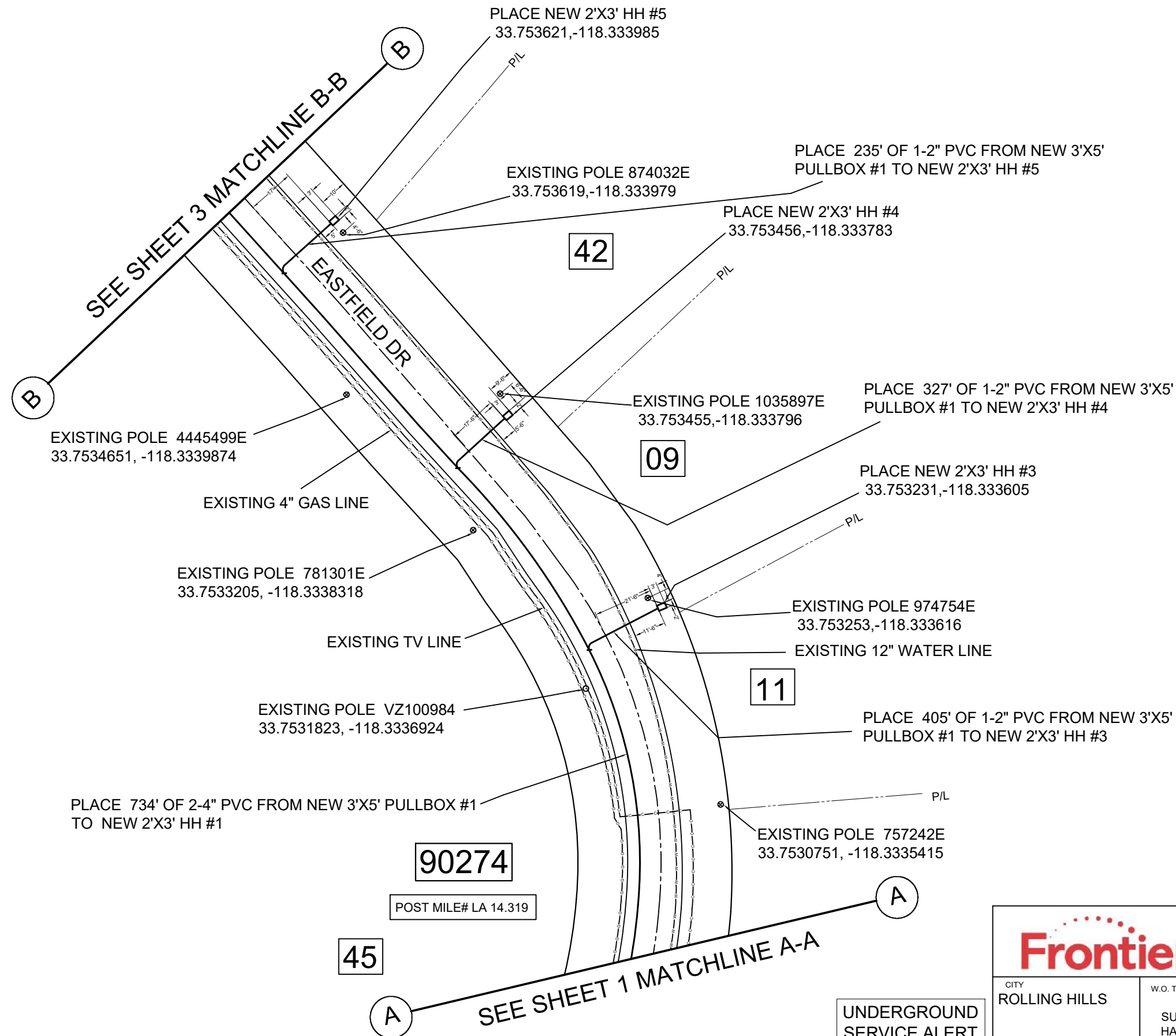
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CITY ROLLING HILLS		WIRE CENTER NAME: 90274	
ADDRESS EASTFIELD DR		W.O. TITLE:AND DESCRIPTION SUBSTRUCTURE FOR PLACEMENT OF NEW CONDUIT, HAND HOLES AND PULLBOX AT EASTFIELD DR	
DWG BY: CYIENT	SCALE: 1"=40'	DATE: 02/17/2025	SHEET LEGEND



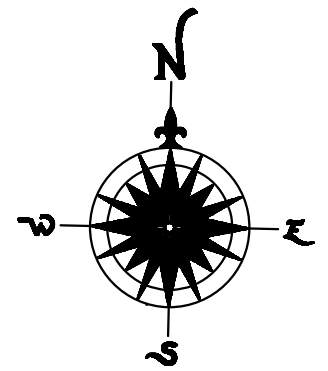
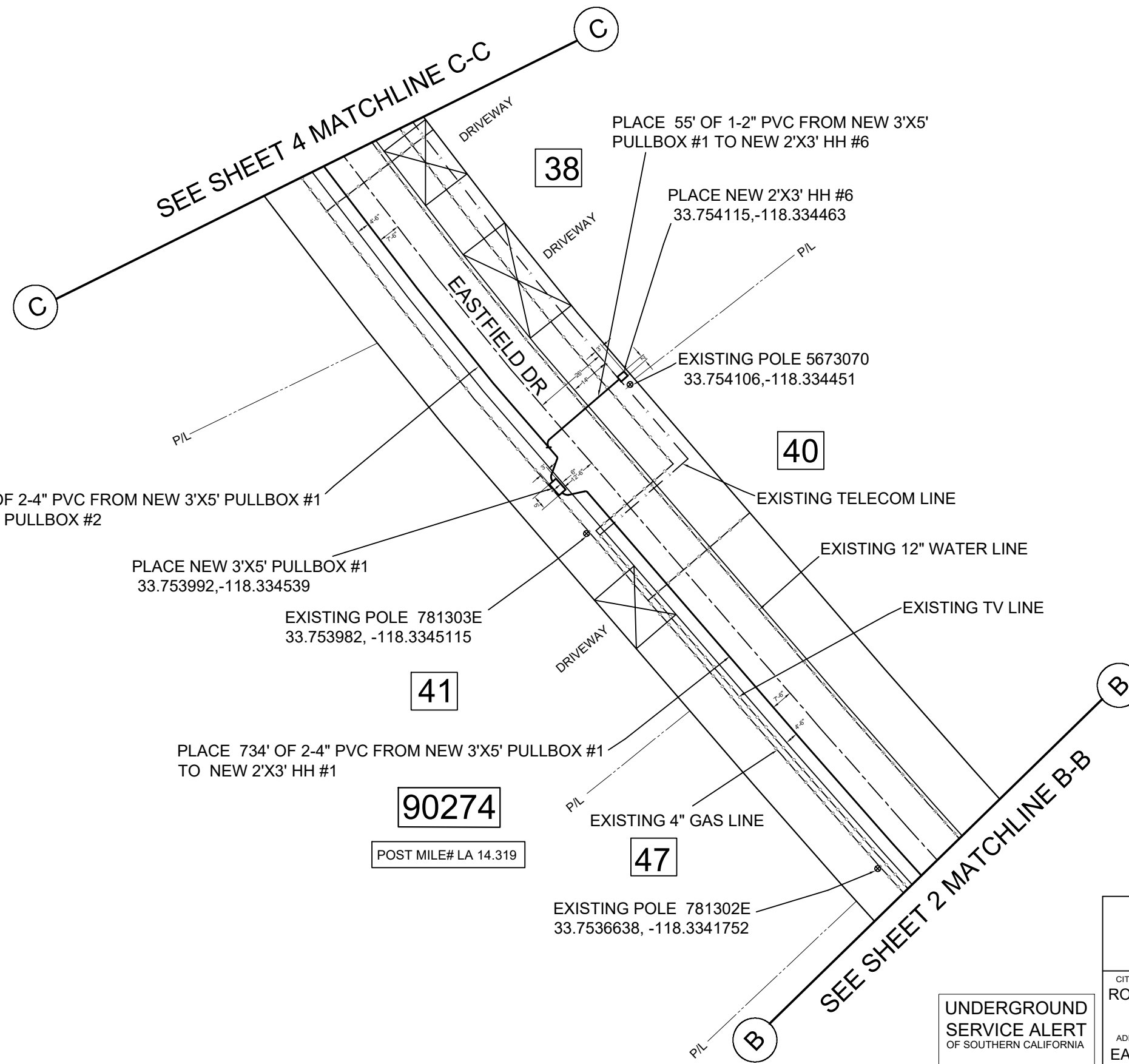
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		FRONTIER WORK ORDER 5359637	
		WIRE CENTER NAME: 90274	
CITY ROLLING HILLS		W.O. TITLE: AND DESCRIPTION SUBSTRUCTURE FOR PLACEMENT OF NEW CONDUIT, HAND HOLES AND PULLBOX AT EASTFIELD DR	
ADDRESS EASTFIELD DR			
DWG BY: CYIENT	SCALE: 1"=40'	DATE: 02/17/2025	SHEET 01 OF 10



		FRONTIER WORK ORDER 5359637	
		WIRE CENTER NAME: 90274	
CITY ROLLING HILLS		W.O. TITLE: AND DESCRIPTION SUBSTRUCTURE FOR PLACEMENT OF NEW CONDUIT, HAND HOLES AND PULLBOX AT EASTFIELD DR	
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SEE SHEET 5 MATCHLINE D-D

32

PLACE 100' OF 1-2" PVC FROM NEW 3'X5' PULLBOX #2 TO NEW 2'X3' HH #10

EXISTING 4" GAS LINE

DRIVEWAY

PLACE 100' OF 1-2" PVC FROM NEW 3'X5' PULLBOX #2 TO NEW 2'X3' HH #9

34

PLACE NEW 2'X3' HH #9
33.754742, -118.335046

EXISTING TELECOM LINE

EXISTING TV LINE

PLACE NEW 2'X3' HH #10
33.754840, -118.335196

EXISTING POLE 2141528E
33.7548546, -118.3351811

EXISTING 12" WATER LINE

PLACE 271' OF 2-4" PVC FROM NEW 3'X5' PULLBOX #1 TO NEW 3'X5' PULLBOX #2

90274

POST MILE# LA 14.319

PLACE NEW 3'X5' PULLBOX #2
33.754597, -118.335056

PLACE 115' OF 1-2" PVC FROM NEW 3'X5' PULLBOX 2 TO NEW 2'X3' HH #7

EXISTING POLE 1319070E
33.7543612, -118.3347132

PLACE NEW 2'X3' HH #7
33.754382, -118.334725

PLACE 80' OF 1-2" PVC FROM NEW 3'X5' PULLBOX #2 TO NEW 2'X3' HH #8

PLACE NEW 2'X3' HH #8
33.754394, -118.334913

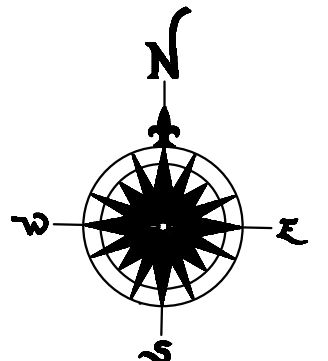
EXISTING POLE 781475E
33.7543649, -118.3348869

39

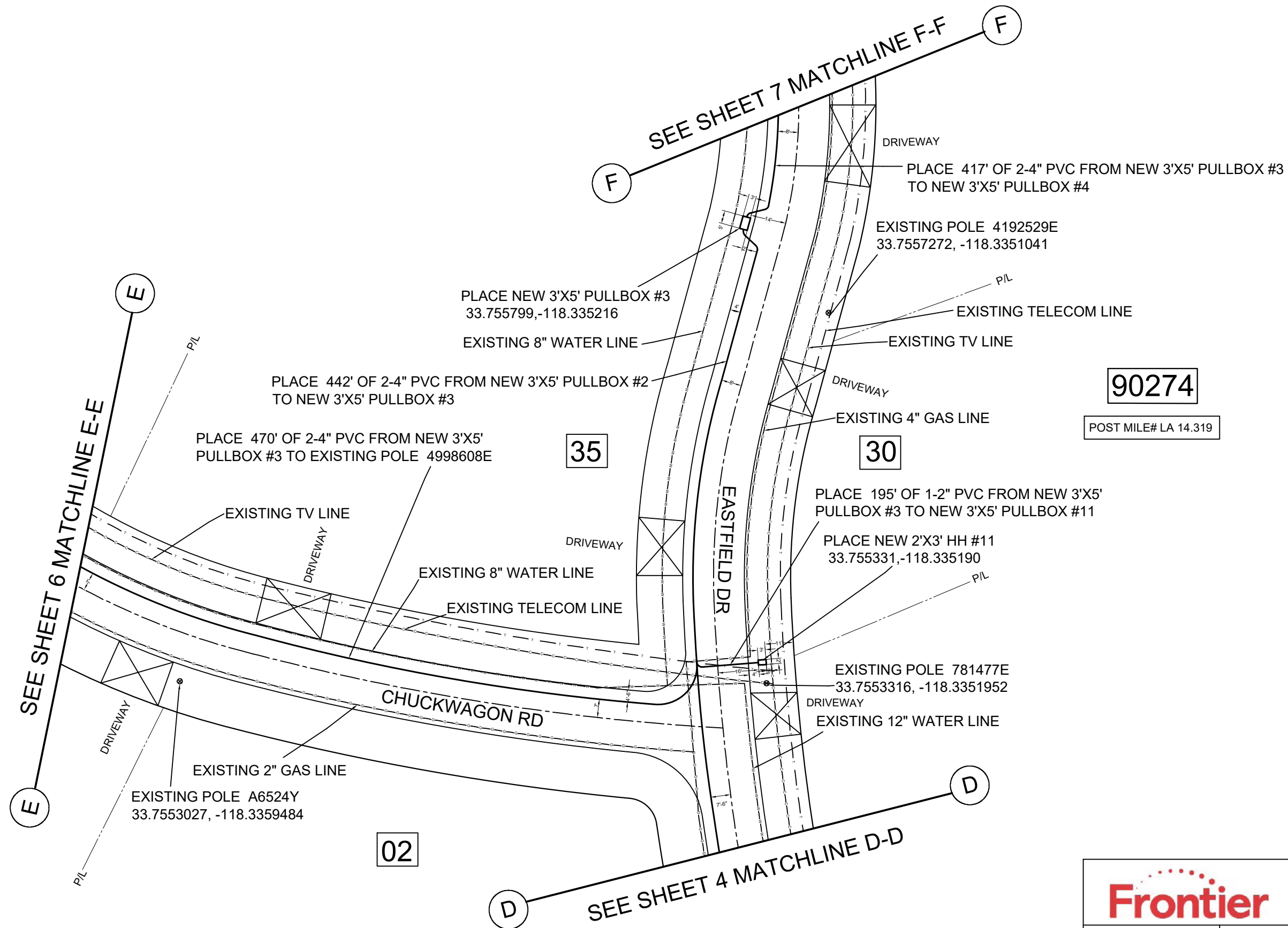
SEE SHEET 3 MATCHLINE C-C

UNDERGROUND
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BEFORE YOU DIG

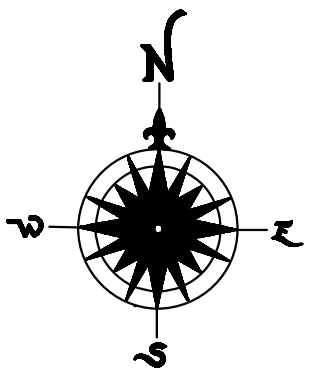


Frontier		FRONTIER WORK ORDER 5359637	
CITY ROLLING HILLS		WIRE CENTER NAME: 90274	
ADDRESS EASTFIELD DR		W.O. TITLE: AND DESCRIPTION SUBSTRUCTURE FOR PLACEMENT OF NEW CONDUIT, HAND HOLES AND PULLBOX AT EASTFIELD DR	
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90274

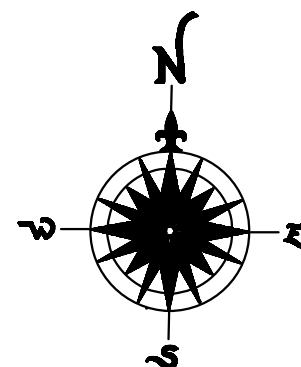
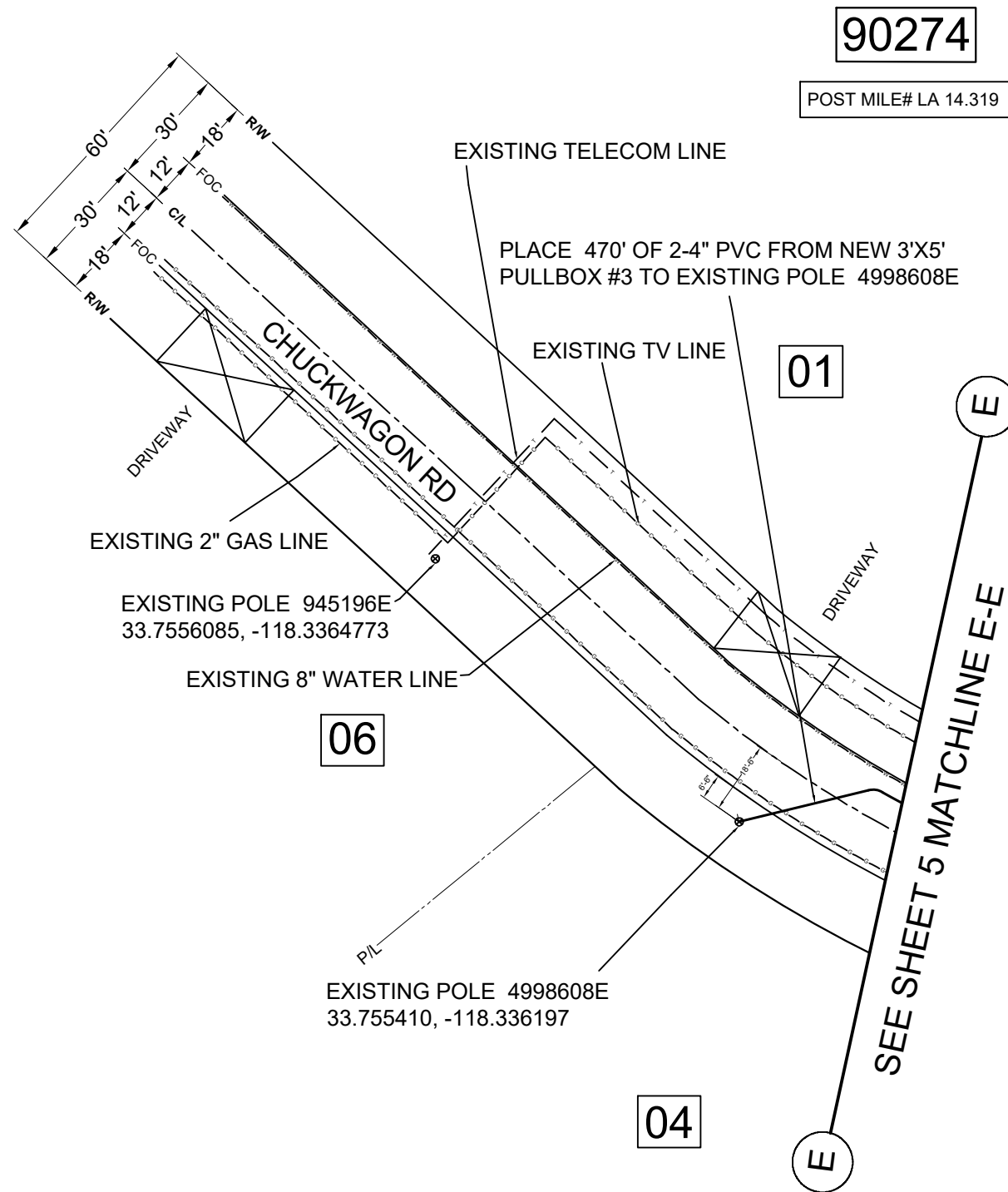
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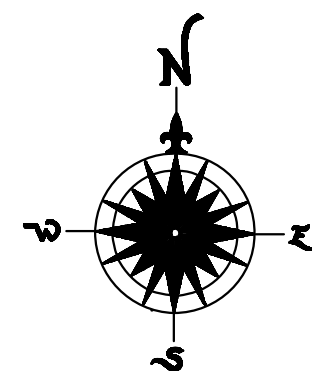
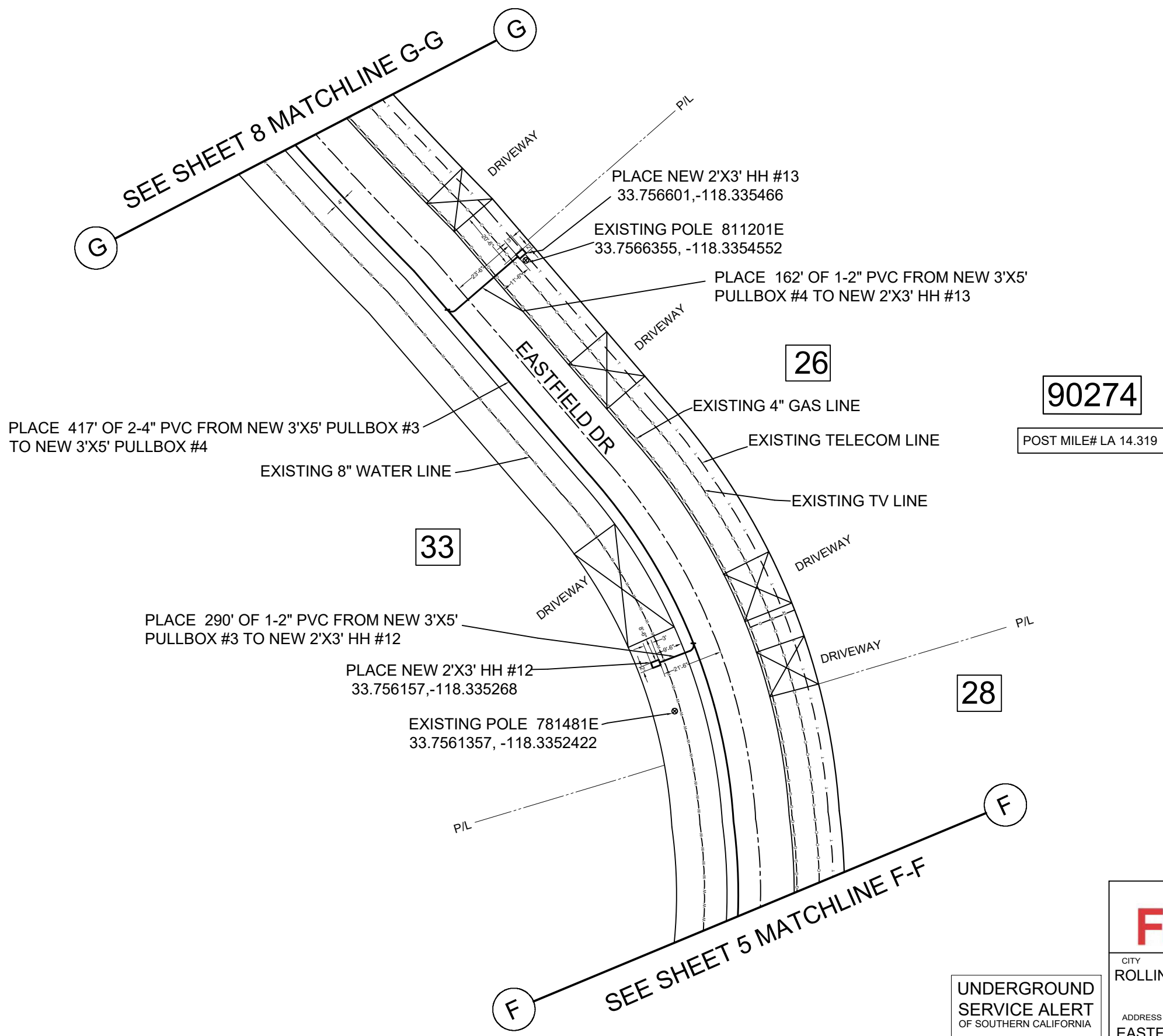
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		WIRE CENTER NAME: 90274	
CITY ROLLING HILLS		W.O. TITLE: AND DESCRIPTION SUBSTRUCTURE FOR PLACEMENT OF NEW CONDUIT, HAND HOLES AND PULLBOX AT EASTFIELD DR	
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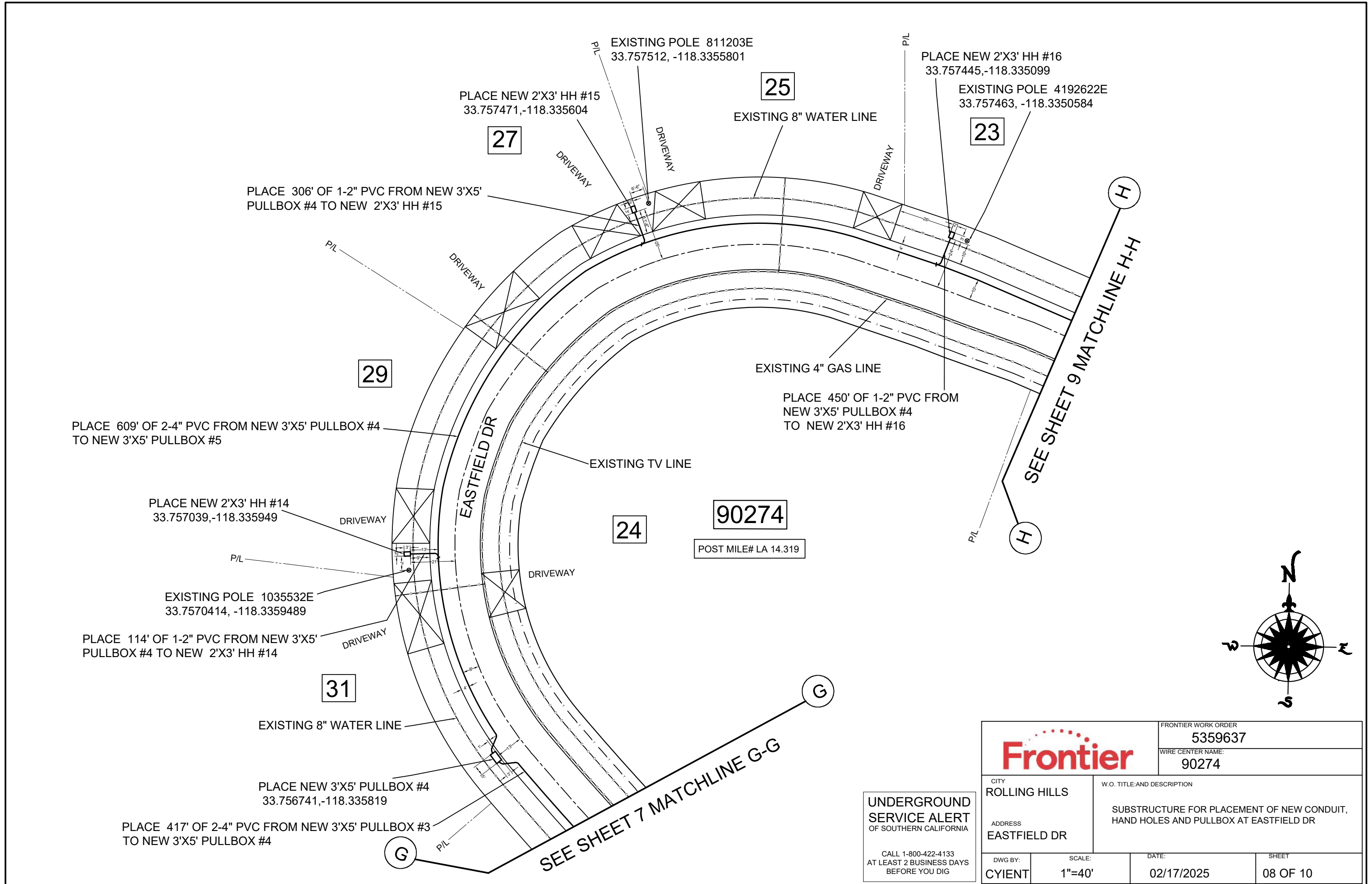
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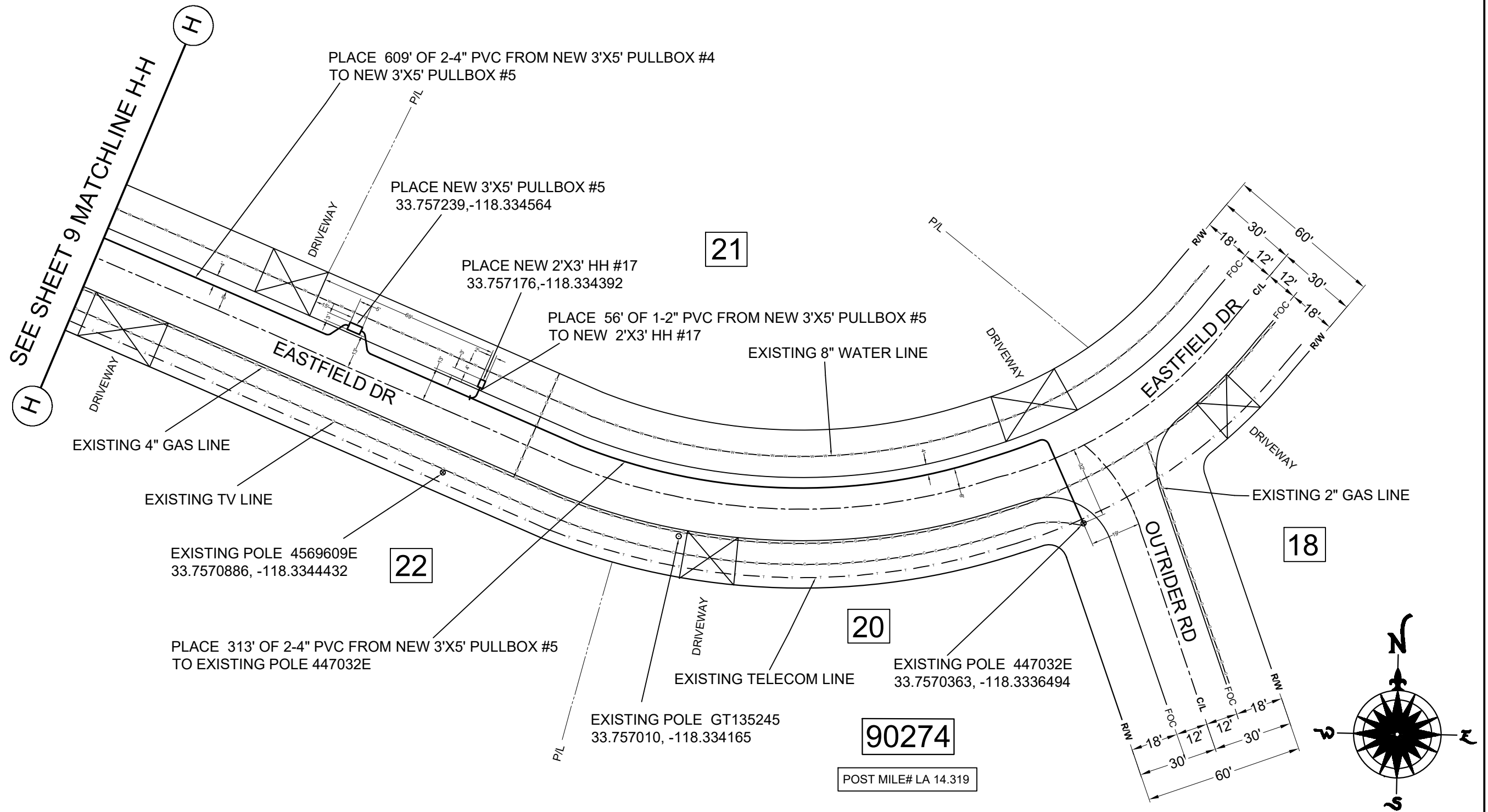
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CITY ROLLING HILLS		WIRE CENTER NAME: 90274	
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90274

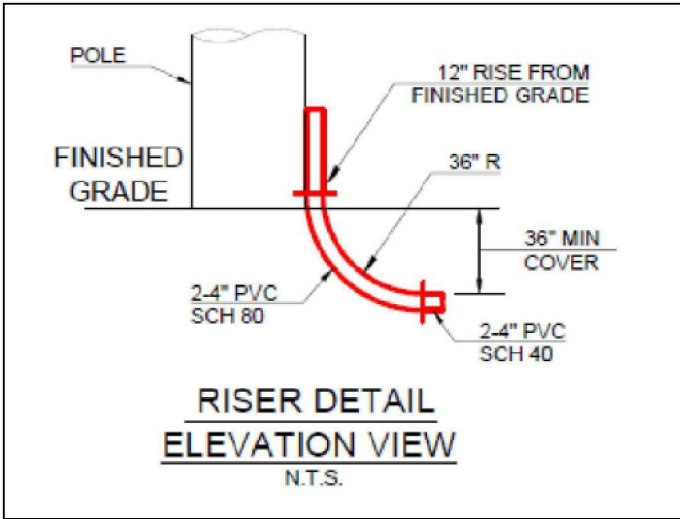
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UNDERGROUND
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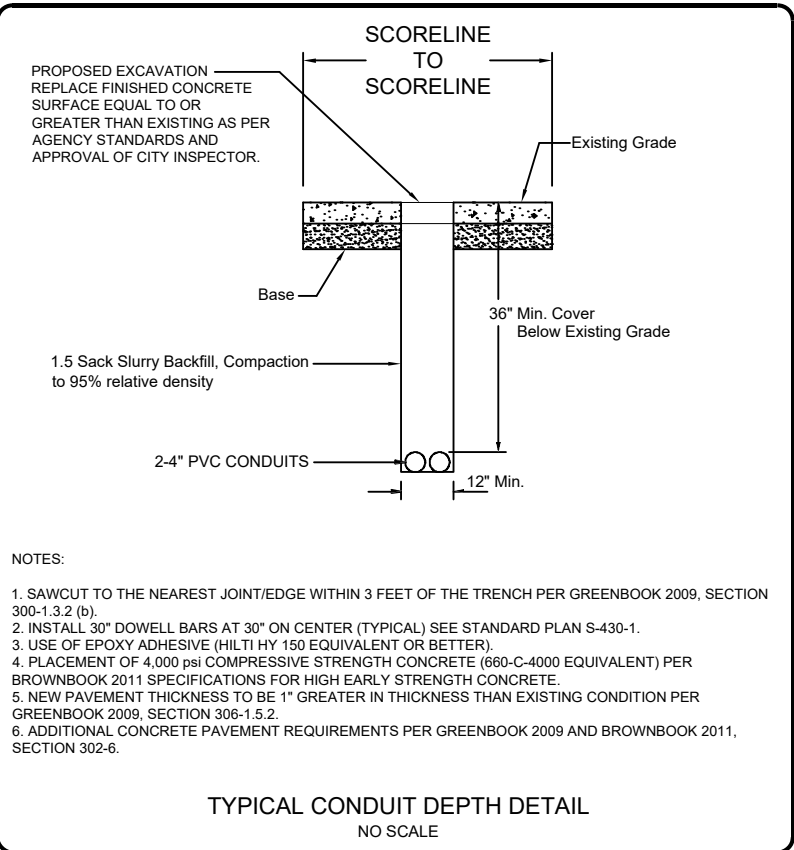
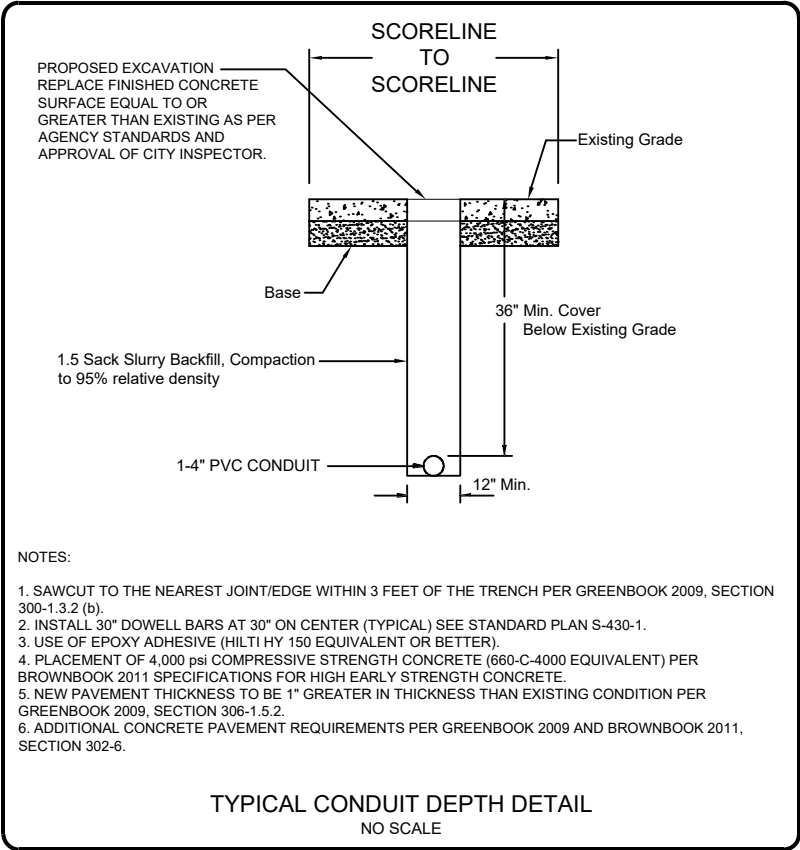
CALL 1-800-422-4133
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CITY ROLLING HILLS		WIRE CENTER NAME: 90274	
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FRONTIER COMMUNICATION
CONSTRUCTION SPECIFICATIONS



1. Contact Frontier Engineer DANIELLE SAMANIEGO sixty (60) days prior to need of service in order to confirm compliance,order materials,and schedule work forces. FRONTIER COMMUNICATIONS ,INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit risers bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape or a 3/8" polypropylene pull rope provided in each duct. Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. As-builts shall include conduit section measurements, wall to wall footages, stations and offsets of As-built Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project, before cable can be designed and ordered. Contact RANDY ORTEGA @ 760-338-9691 at the inspection office for coordination of inspection dates. CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
5. Approved plastic conduit (PVC Schedule #40,TYPE-C (4") or DB-120 (2")) or Frontier provided or approved Roll Sheet sub duct, is specified for underground construction. Condulets, Flex, Transite, Plumbers fittings, Water and Gas Pipes must not be used. RIGID STEEL MUST BE USED WHEN CONDUIT CAN BE EXPOSED TO VEHICULAR TRAFFIC.
6. Conduit terminated on a pole must be PVC Schedule 80. If conduit will be exposed to traffic, rigid steel pipe and sweep is required to 48" above finished grade otherwise turned up 12" above finished grade. Location of riser on pole will be as shown on conduit plan and location can be modified by approval of Frontier engineer/inspector only.
7. Mimimum separation from other utilites shall be a minimum of 12". Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches of well-packed sand or three inches of concrete. Minimum cover shall be no less than thirty (30") inchs measured from the final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than 48 inch of cover to top of pipe measured at flow line of roadway. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.
8. Provide cable racking as described in attachment. Provide pulling irons as described in attachment.
9. Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
10. Actual footages of conduit are needed to order materials. Please include mule tape in all conduits.
11. Frontier inspector shall be present on site when contractor needs to access any existing Frontier facility.



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BEFORE YOU DIG

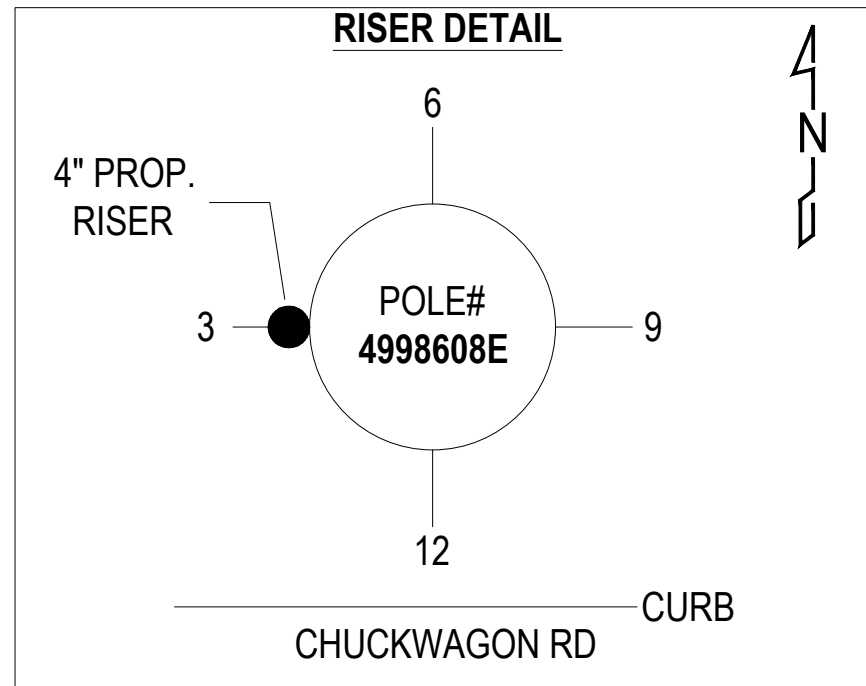
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CITY ROLLING HILLS		WIRE CENTER NAME: 90274	
ADDRESS EASTFIELD DR		W.O. TITLE:AND DESCRIPTION SUBSTRUCTURE FOR PLACEMENT OF NEW CONDUIT, HAND HOLES AND PULLBOX AT EASTFIELD DR	
DWG BY: CYIENT	SCALE: 1"=40'	DATE: 02/17/2025	SHEET 10 OF 10

Crown Castle

NOTE:
CONTRACTOR TO POT HOLE FOR EXISTING
UTILITIES PRIOR TO START OF CONSTRUCTION.

NOTE:
CONTRACTOR TO REMOVE & REPLACE DAMAGED
CONCRETE AND MATCH EXISTING LANDSCAPE TO
SATISFACTION OF THE CITY RESIDENT ENGINEER

NOTICE TO CONTRACTORS
THE EXISTENCE AND LOCATION OF ALL UNDERGROUND
UTILITIES SHOWN HERE WERE OBTAINED BY A SEARCH
OF AVAILABLE RECORDS. CONTRACTOR IS REQUIRED
TO LOCATE AND POT HOLE ALL EXISTING UTILITY
CROSSINGS PRIOR TO CONSTRUCTION



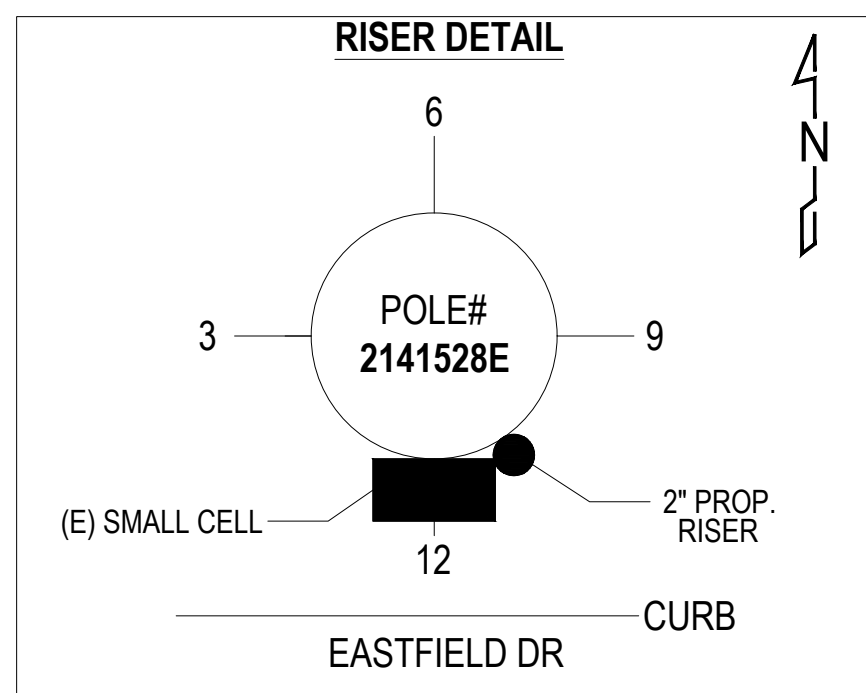
RISER UP NEW POLE #4998608E
@ STA - 48+10 - 21' FROM CL

PLACE 30"x48" VAULT IN DIRT
@ STA - 46+97 21' FROM CL
(VT4)

STA. 48+10
POLE#A6525Y
CROWN TO REMOVE ATTACHMENTS

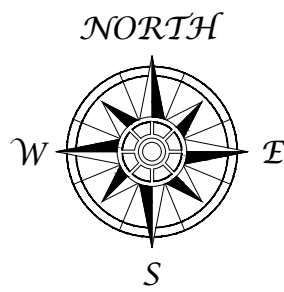
CHUCKWAGON RD

EASTFIELD DR



PLACE 30"x48" VAULT IN DIRT
@ STA - 73+12 20' FROM CL
(VT3)

STA. 73+02
POLE #2141528E
SPRINT NODE# LA36XC519
LOW VOLT POWER FROM LA8004BA_31LAB
UTILITY POLE TO REMAIN FOR SMALL CELL
AERIAL CROWN FIBER TO BE REMOVED



SCALE: 1" = 20'

NOTICE TO CONTRACTORS
IN ADDITION TO POT HOLE ALL UTILITY CROSSINGS WHEN BORING, CROWN
CASTLE REQUIRES CONTRACTOR TO POT HOLE ADJACENT UTILITIES:
-EVERY 25' WHEN PARALLEL UTILITY IS WITHIN 18"
-EVERY 100' WHEN PARALLEL UTILITY IS WITHIN 5' (OVER 18")

PREPARED BY:

O-S-P_{RO}
Telecom Solutions, LLC

2001 THIRD ST #H, RIVERSIDE, CA 92507
(626) 320 - 0996 | peterm@ospros.net

CONSTRUCTION PLAN

**CROWN
CASTLE**

624 S GRAND AVE, SUITE 2500
LOS ANGELES, CA. 90017

TD2084825_RH-UG_20A
HACKAMORE RD & EASTFIELD DR
ROLLING HILLS, CA 90274

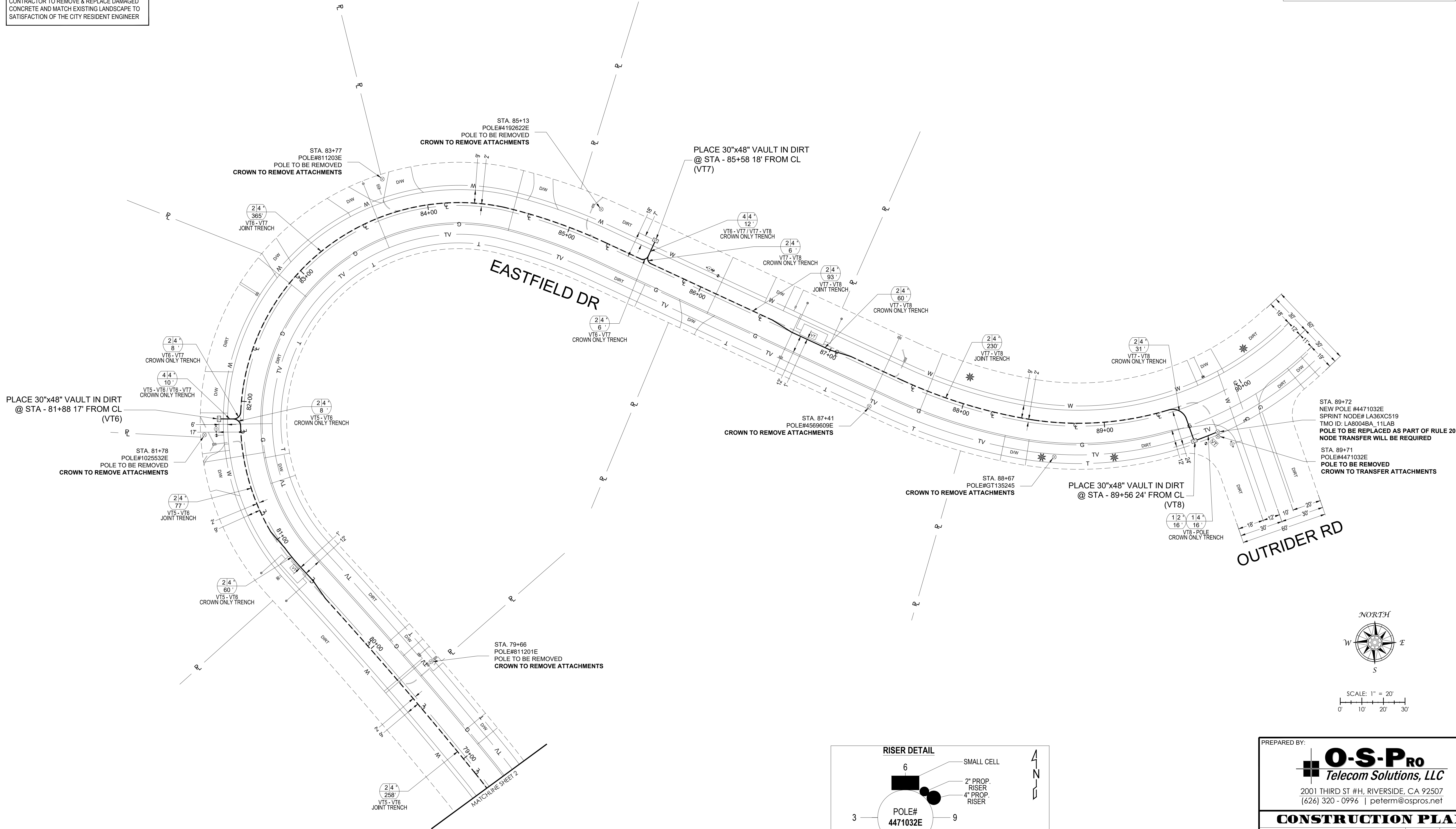
DRAWN	EV
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DATE	09/17/24
2	3

PROJECT #	TRACKING #.	REV
XXXXXX	XXXXXXXXXXXXXXXXXX	0

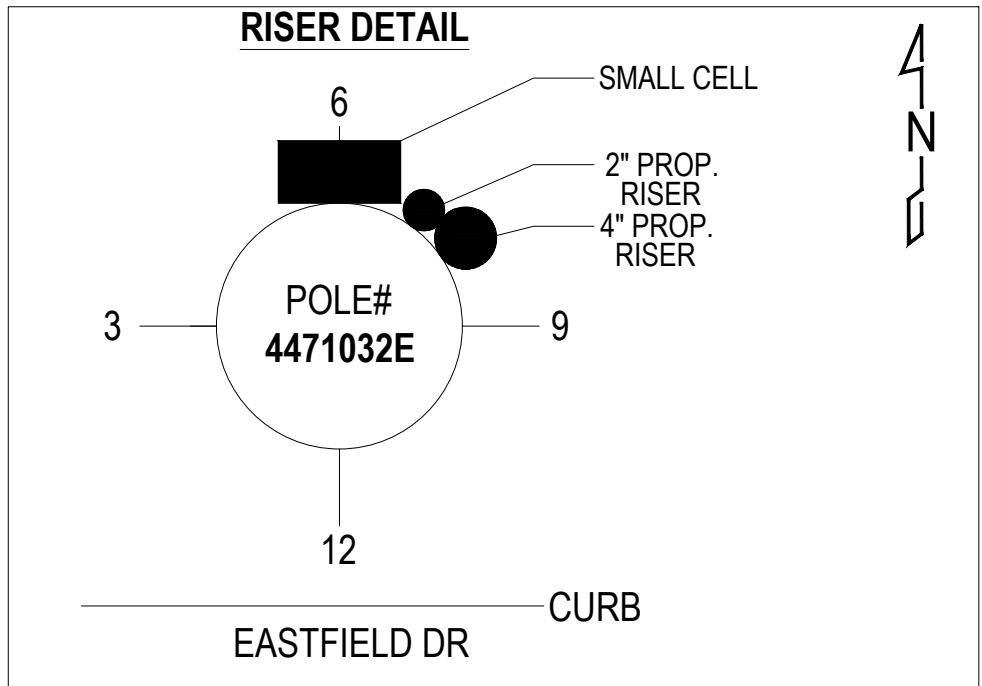
NOTE:
CONTRACTOR TO POT HOLE FOR EXISTING
UTILITIES PRIOR TO START OF CONSTRUCTION.

NOTE:
CONTRACTOR TO REMOVE & REPLACE DAMAGED
CONCRETE AND MATCH EXISTING LANDSCAPE TO
SATISFACTION OF THE CITY RESIDENT ENGINEER

NOTICE TO CONTRACTORS
THE EXISTENCE AND LOCATION OF ALL UNDERGROUND
UTILITIES SHOWN HERE WERE OBTAINED BY A SEARCH
OF AVAILABLE RECORDS. CONTRACTOR IS REQUIRED
TO LOCATE AND POT HOLE ALL EXISTING UTILITY
CROSSINGS PRIOR TO CONSTRUCTION



NOTICE TO CONTRACTORS
IN ADDITION TO POT HOLE ALL UTILITY CROSSINGS WHEN BORING, CROWN
CASTLE REQUIRES CONTRACTOR TO POT HOLE ADJACENT UTILITIES:
-EVERY 25' WHEN PARALLEL UTILITY IS WITHIN 18"
-EVERY 100' WHEN PARALLEL UTILITY IS WITHIN 5' (OVER 18")



PREPARED BY:
O-S-P_{RO}
Telecom Solutions, LLC
2001 THIRD ST #H, RIVERSIDE, CA 92507
(626) 320 - 0996 | peterm@ospros.net

CONSTRUCTION PLAN			
 624 S GRAND AVE, SUITE 2500 LOS ANGELES, CA. 90017 TD2084825_RH-UG_20A HACKAMORE RD & EASTFIELD DR ROLLING HILLS, CA 90274	DRAWN	EV	
	DESIGN	EV	
	CHECKED	OSPRO	
	DATE	09/17/24	
PROJECT # XXXXXX	TRACKING # XXXXXXXXXXXXXXXXXXXX	3 OF 3	REV 0

FY2024-2025

**City of Rolling Hills
2QQ RULE 20B INSTALL UG STATLER 16KV SUB.
Project No. 2025-02**



SUPPLEMENTAL RESPONSES TO QUESTIONS

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

1. **Job Walk Questions – see attachment from Ampirical**
2. **Will the city of Rolling Hills pay for all permits fees needed to start and complete project? If not, can you list permits needed to obtain for this project?**
The City will not be responsible for permits and /or fees. The City can request that LA County Building and Safety waive any necessary permit fees for the residences requiring new main electrical panels as outlined in the bid. Contractor should build in anticipated permit costs to bid and be able to remove said costs if waived. The RHCA will require an excavation permit with an approximate cost of \$250.
3. **Is it possible to extend the bid closing date from May 6, 2025, to May 16th.**
The City extended the bid closing to Tuesday, May 13 at 2pm and notified all job walk attendees prior to the release of responses to questions
4. **Will any of the utility companies be providing conduit and structures? If so, who? can you provide contact information?**
The utility companies will, upon completion, pull their own wires through the installed joint trench/stub outs/conduit. All materials for the joint trench/conduit, pull boxes, handholds etc. are within the purview of this bid. The City can provide direct contacts to each utility upon selection and hosts a monthly meeting for coordination.
5. **Will there be an alternative installation method for 42 Eastfield Dr, due to excavation under the 7' the retaining wall and 3'-4' deep footing**
see Option 1 (pg. 5) on attached answers from Ampirical.
6. **Will a construction staging yard be provided to the awarded contractor?**
As Rolling Hills is a private community, there is no city property or staging yard within the community. The RHCA could allow some long-term staging on Crest Road East between Eastfield Drive and the Crest Road East gate along their roadside easement (approximately 1 mile from project site). Daily/immediate staging can utilize roadside easements along Eastfield Drive within the project footprint during a work day. Otherwise, contractor may want to negotiate with property owners at or near project footprint to see if any would be amenable to allow. The Palos Verdes Peninsula Unified School District has a school site, Miraleste Intermediate School (approximately .8 mile from project site) and Rancho Del Mar just outside the Crest Road West gate entrance (approximately 3.4 miles from project site). Contractor may want to connect with them on potential availability.
7. **Is there an engineer's estimate for the project?**
There is no engineer's estimate prepared for this project.
8. **Tentative project start date?**
Bids received will be presented to City Council at the May 28th meeting to obtain approval to proceed. Due to the approaching grant deadline, intent is for selected contractor to start work as early as possible in June.

- 9. Documents states trenches greater than 200' in length will require a slurry seal for the width of the lane? If so this will include the length of the project? include striping as well?**

At this time, The RHCA only requires that the disturbed area (trench/vault/berm) be repaved / replaced.

- 10. Contractor or SCE to provide wire from the hand hole to the new meter locations?**

All wiring in mainlines and to residences will be performed by SCE and the telecommunication companies.

Job Walk Notes

2QQ RULE 20B INSTALL UG STATLER 16KV SUB, Project No. 2025-02

PREPARED FOR:

Christian Horvath | City of Rolling Hills



Date:

April 30, 2025

SUMMARY

A job walk was conducted on 4/16/25 for the City of Rolling Hills, 2QQ RULE 20B INSTALL UG STATLER 16KV SUB, Project No. 2025-02. The job walk was attended by Robert Guzman and Kristi Drake from Ampirical. The following are job walk notes and follow-up questions gathered by the Ampirical team.

Job Walk Notes**1. Panel Relocations**

- a. **Bidder's Question:** For the four panel relocations greater than 6' that will require the existing panel to be used as a sub panel, are the bidders responsible for wiring the sub panel to the new panel?
- b. **Yes – Contractor would be required to connect the existing electrical panel to a newly installed electrical panel including all wiring. SCE will connect to the NEW electrical panel under the requirement that the new panel is live.**

2. 27 Eastfield Dr

- a. **Bidders' Question:** Bidders request clarity to drawings about relocation of new panel. Where will the new panel be located on the new wall?
- b. **See the picture below. The green box represents the new panel location.**



3. 29 Eastfield Dr:

- a. **Bidders Question:** What vegetation is to be replaced at 29 Eastfield Dr.?
- b. **Removal and replacement (like for like) of plants/shrubbery/Flatwork impacted by the panel relocation needs to be discussed and agreed to with the owner prior to construction.**



4. 38 Eastfield Dr

- a. **Bidders Question:** Where along the driveway at 38 Eastfield Dr. will the trenching be constructed?
- b. **Contractor can trench anywhere along the driveway, but should choose an alignment that minimizes impacts to the homeowner and allows for continuous ingress and egress for the customer. Contractor to patch the trench alignment to match existing driveway material. City Staff will also reach out to the property owner to confirm acceptability.**



5. 42 Eastfield Dr

- a. **Bidders Question** : Having to dig below the retaining wall at 42 Eastfield Dr, the concrete driveway and rebuilding the retaining wall will drive up costs. Are there any alternatives for that can be provided so bidders can provide similar bids for the proposed scope in their bids?
- b. **During the job walk – RHCA staff spoke with the property owner who was amenable to Option 1 below. City staff will confirm acceptability.**
 - i. **Option 1 (recommended): Proposed design of running conduit and service over the top of retaining wall with pull can/box. Proceed with trenching through the concrete driveway to feed the new panel. Aluminum or Vinyl conduit and pull can should be painted to match the color of the retaining wall. See photo below.**
 - ii. **Option 2: Proceed with original design demo/replace portion of retaining wall and driveway as proposed in the original drawings.**



6. Traffic Control Plans

- a. **Bidders Question:** Traffic Control Plans are not included in bid documents. Is this part of the scope?
- b. **Yes, this should be included as part of the scope to be bid on. Traffic control and traffic control plans should be the responsibility of the contractor and approved by the RHCA. RHCA does not necessarily need site specific traffic control plans, but CAMUTCD standards should be applied. Flagmen are required if any portion of the lane is blocked.**

7. Environmental

- a. **Bidders Question:** Are there any environmental impacts bidders need to be cognizant of? For example, what actions need to be taken if a California Gnatcatcher is near/on the jobsite? Does a Native American Monitor need to be onsite?
- b. **If the project environmental monitor determines a California Gnatcatcher is present, all workers must undergo training to work in their presence. Additionally, for all soil disturbance, a Native American Monitor must be present when digging. The City has separately contracted with an environmental firm and with the Native American tribe.**

8. Environmental

- a. **Bidders Question:** What are the construction hours?
- b. **The construction site is accessible for all work between the hours of 7 AM to 6 PM, Monday thru Saturday. The site is not accessible and is closed on major holidays, (July 4th).**

9. Street Curbs

- a. **Bidders Question:** Will the contractor have to replace all hand rolled curbs like for like?
- b. **Yes, the contractor will need to match, like for like, any existing hand rolled curbs that the contractor damages or constructs through.**

42 Eastfield Dr. – Scope Revision To Be Included in Base Bid

2QQ RULE 20B INSTALL UG STATLER 16KV SUB, Project No. 2025-02

PREPARED FOR:

Christian Horvath | City of Rolling Hills



Date:

May 9, 2025

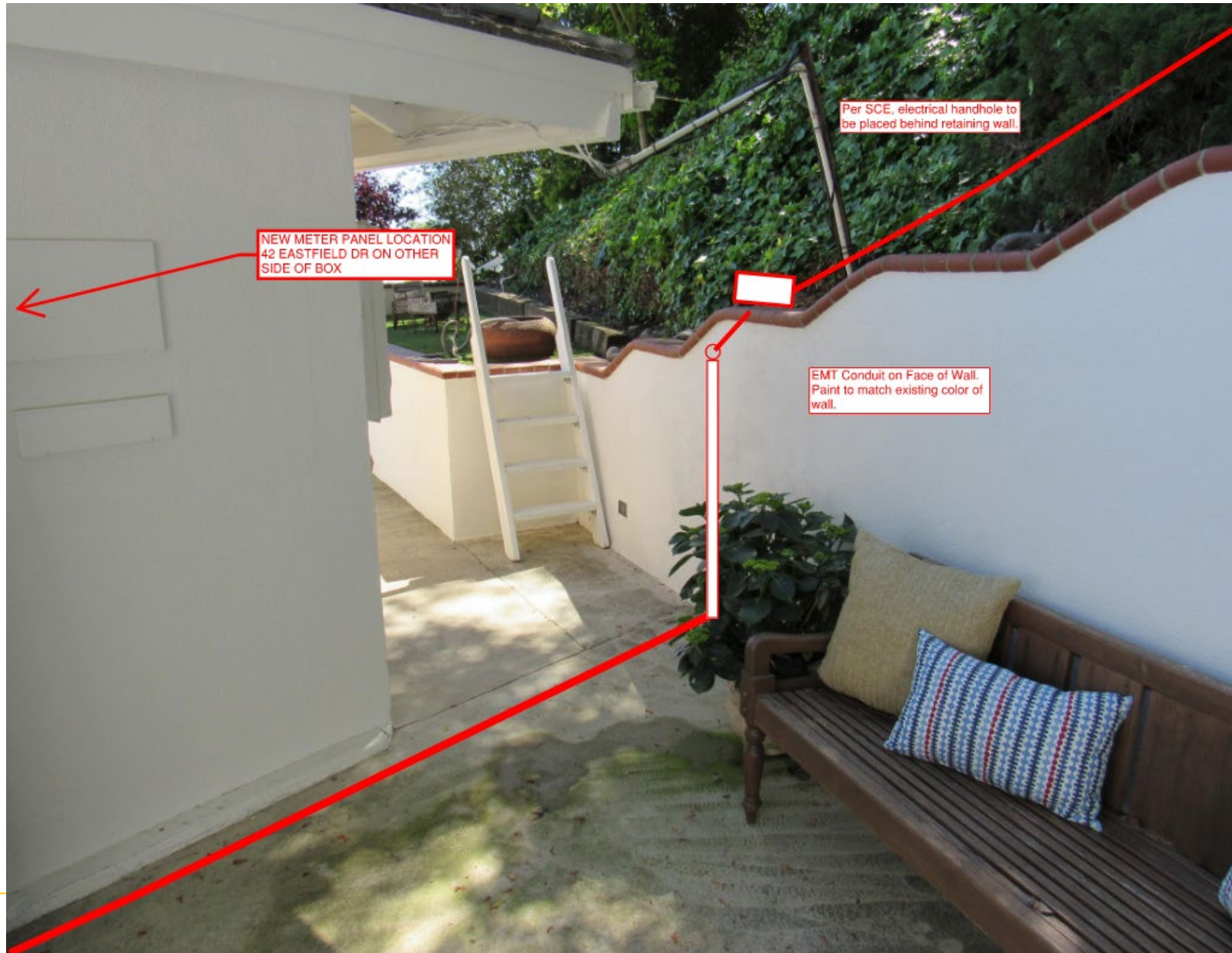
SUMMARY

A construction revision was completed for the secondary service scope of work needed at 42 Eastfield Drive. Bidders to proceed with providing the cost associated with this new scope and include it in their overall bid based on the described scope of work.

42 Eastfield Dr.

1. 42 Eastfield Dr
 - a. **Bidders Question:** : Having to dig below the retaining wall at 42 Eastfield Dr, the concrete driveway and rebuilding the retaining wall will drive up costs. Are there any alternatives for that can be provided so bidders can provide similar bids for the proposed scope in their bids?
 - b. **Response by Ampirical based on Homeowner's additional comments on 5/9/25:**
 - i. ***Option 1 Revision-Property Owner: Contractor to trench down the dirt hillside to the customers retaining wall. Contractor to place at the top and behind the retaining wall a subsurface handhole to serve as the interconnection electrical splice. Contractor to then core drill through the retaining wall at about 30" below grade from the top of the retaining wall. From there, Contractor can transition down the face of the retaining wall with EMT conduits and continue the trenching in the customer's driveway to the new meter panel location. Contractor to paint the EMT and PVC conduits to match the color of the retaining wall. Contractor to trench electrical and telecommunication services as shown on the project drawings. See the photo below.***
 - Contractor to offset the handhole behind the retaining wall and avoid disturbing the retaining wall.
 - Contractor to seal around the core drill to avoid future seepage from water and soil.
 - Contractor to avoid cutting the rebar in the retaining wall if possible.
 - Contractor to avoid low voltage lighting, irrigation system, and pump to waterfall/pond
 - Contractor to cut into driveway/patio at or near existing concrete sawcut delineation by edge of garage
 - ii. **Option 2:** Proceed with original design demo/replace portion of retaining wall and driveway as proposed in the original drawings.







City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 13.A.

Meeting Date: 8/11/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Consideration and approval of questions to be used for Traffic Commission appointment interviews during the August 25, 2025 City Council Special Meeting

Background:

At the May 12, 2025 City Council meeting, the Council voted to declare a vacancy on the Traffic Commission and directed staff to publicly notice the opening.

The appointment process for filling expiring Commission terms calls for the incumbents and the public to be informed of the openings before the expiration of the current terms. During a normal term expiration window, staff will provide approximately four weeks of public notification by:

1. Posting the notices at City Hall per the Maddy Act;
2. Sending letters to each incumbent advising them of the process to be considered for re-appointment; and
3. Advertising the openings in the City Blue Newsletter.

Incumbents or interested individuals must submit Letters of Interest to the City Clerk by a set date and time. Once received, staff will schedule interviews with the candidates and the City Council Personnel Committee, ahead of the publication and posting of the last City Council agenda before the new year and the beginning of new terms.

In the event a vacancy occurs before the term expiration, the vacancy is publicly noticed by posting at City Hall and advertising in the City Blue Newsletter within 20 days of the vacancy, consistent with Government Code Section 54974(a). A final appointment shall not be made by the City Council for at least 10 working days after the notice has been posted.

Discussion:

Upon the May 12, 2025 Declaration of a Traffic Commission vacancy, staff posted notices at City Hall as well as advertised the vacancy and process for submission in multiple Blue Newsletter printings. Letter of interest submissions were due on Friday, June 20, 2025, at 12pm. Two candidates

responded by the due date: Mr. Roger Hawkins and Mr. Bill Varner.

At the July 28, 2025 City Council meeting, staff verbally updated the Council that the Personnel Committee had been unable to find consensus on an appointment recommendation to the full Council. Discussion ensued, and the City Council opted to hold interviews with each candidate during a Special Meeting to be held on August 25, 2025. Staff were directed to return with potential interview questions that the City Council could choose from in preparation for the special meeting.

Attached are questions from 2019 for the City of Rolling Hills Planning & Traffic Commissions (Attachment A), as well as questions used by the City of Rancho Palos Verdes as part of their Commission application process (Attachment B) and the City of Palos Verdes Estates as part of their Traffic Safety Committee Interview process (Attachment C).

Staff recommends the City Council pick 5–7 questions to be used during the interview process on August 25, 2025.

Fiscal Impact:

None.

Recommendation:

Receive and file. Provide direction to staff regarding which questions will be used to interview candidates at the August 25, 2025 Special meeting.

Attachments:

1. Attachment A - CO_APT_191128_RH_InterviewQuestions
2. Attachment B - CO_APT_250811_RPV_ApplicationQuestions
3. Attachment C - CO_APT_250811_PVE_TrafficSafetyCommittee_InterviewQuestions

2019 – Suggested Interview questions for City of Rolling Hills Traffic Commission

For the **PLANNING COMMISSION** interviews,
the following menu of questions is provided for your consideration.

1. Why do you want to serve on the Planning Commission?
2. How does your personal and/or professional background prepare you for being on the Planning Commission?
3. What is your vision for the community and how do you intend to work with your fellow Commissioners to pursue your vision?
4. What has been your personal experience with the Rolling Hills Planning Commission and/or Planning Commissions in general?
5. What do you feel is the role of the Planning Commission?
6. What would you consider a positive outcome of the Planning Commission's work?
7. Do you know of any potential conflicts of interest or obstacles if you were appointed? Are you or anyone in your household involved with the sale of residential property or the construction or renovation of residential property? If you had an actual or potential conflict of interest, do you agree to disclose it to the Commission and its attorney as soon as you become aware of such conflict? Do you agree to recuse yourself from any case if advised to do so?
8. What is your opinion regarding the interest of a resident in maximizing the use of his/her lot versus the interest in maintaining open spaces and the rural character of the community? How would you reconcile the economic pressure to build out a lot versus the interest in retaining its the rural character?
9. What are your opinions regarding views, land use, stables, environmental impacts, grading and home size? Are you aware of any planning- related laws, rules, and regulations of Rolling Hills that you personally disagree with? Would you be able to faithfully apply the laws, rules, and regulations of Rolling Hills to planning cases that you decide even if you personally disagree with one or more of these laws, rules or regulations?
10. The Planning Commission meets once a month, the third Tuesday of each month at 6:30 PM; and at field trips, usually in the morning on the same day as the Commission meeting. The Planning Commission may also meet at other times, as needed. Are you able to devote the time needed to serve as a Planning Commissioner? If selected, do you agree to prepare for and consistently attend the Commission's scheduled meetings unless excused?
11. As a commissioner you are required annually to file a Statement of Economic Interests - Form 700 -with the Fair Political Practices Commission (FPPC). This publicly available form is designed to ensure that the assets and income of public officials and their spouses are disclosed so that conflicts of interest may be avoided. If selected, are you willing to submit the financial information required on this form?
12. Is there any other information about you that you believe we should know?

2019 – Suggested Interview questions for City of Rolling Hills Traffic Commission

For the **TRAFFIC COMMISSION** interviews,
the following menu of questions is provided for your consideration

1. Why do you want to serve on the Traffic Commission?
2. How does your personal and/or professional background prepare you for being on the Traffic Commission?
3. What are your traffic related concerns for the community and how do you intend to work with your fellow Commissioners to bring them to their attention and address them?
4. What has been your personal experience with the Rolling Hills Traffic Commission and/or Traffic Commissions in general?
5. What do you feel is the role of the Traffic Commission?
6. What would you consider a positive outcome of the Traffic Commission's work?
7. Do you know of any potential conflicts of interest or obstacles if you were appointed? If you had an actual or potential conflict of interest, do you agree to disclose it to the Commission and its attorney as soon as you become aware of such conflict? Do you agree to recuse yourself from any case if advised to do so? Do you agree to recuse yourself from any case if advised to do so?
8. The Traffic Commission meets every other month on the fourth Thursday, at 8:30 AM. The Traffic Commission may also meet at other times to visit a site, as needed. Are you able to devote the time needed to serve as a Traffic Commissioner? If selected, do you agree to prepare for and consistently attend the Commission's scheduled meetings unless excused?
9. As a commissioner you are required annually to file a Statement of Economic Interests - Form 700 with the Fair Political Practices Commission (FPPC). This publicly available form is designed to ensure that the assets and income of public officials and their spouses are disclosed so that conflicts of interest may be avoided. If selected, are you willing to submit the financial information required on this form?
10. Is there any other information about you that you believe we should know?

The following are questions embedded within the **City of Rancho Palos Verdes** Commission applications. Based on an applicant's responses, the City Council may also ask follow-up questions during a public interview process:

Statement of qualifications: (Briefly describe your educational background, work experience, civic activities, etc., which are relevant to the appointment you are seeking.)

1. Why do you think you should be appointed? What is there specifically in your background, training, education and interests that qualify you as a candidate?
2. Please indicate if you have a specific interest or knowledge about any of the following infrastructure categories: public buildings; park sites; trails; stormwater; sanitary sewer system, including Abalone Cove Sewer District; street rights-of-way and traffic control devices; PVDS/Portuguese Bend landslide.
3. What do you see as the objectives and goals of this advisory board?
4. How would you help achieve these objectives and goals? What special qualities do you bring to this advisory board?
5. Other comments:

QUESTIONS FOR TRAFFIC SAFETY COMMITTEE APPLICANTS

1. Have you previously served on a Board or Committee, and in what capacity? What did you find most satisfying about these appointments?
2. What do you value most about living in Palos Verdes Estates?
3. Why are you interested in serving on the Traffic Safety Committee?
4. What qualifications or expertise would you bring to the Committee? What distinguishes you as a candidate for serving on the Commission?
5. Do you have a specific traffic or parking related issue that you believe should be addressed?
6. Do you have suggestions or answers to solve this problem?
7. Is there anything in your personal or professional life that could present a conflict of interest in your service on the Traffic Safety Committee? Would you be willing to complete and maintain on file with the City an Economic Interest Form 700?
8. What steps would you take to familiarize yourself with the work of the Traffic Safety Committee as its newest member?
9. Is there anything else you would like to tell this group in order to help us make a decision on your application?
10. Have you had a case go through the Traffic Safety Committee?
11. What is your understanding of the role of the Committee?
12. Have you attended any Traffic Safety Committee meetings, read meeting materials or reviewed information about the Commission on the City's website?
13. Is there anything about the Committee that you'd like to change?
14. Do you have any opinions about traffic in the City, such as traffic around the schools, on particular streets or in the business areas?

Note: The City Council may want to note to all candidates that it is intended to post the name and term of each appointed Commission/Committee member on the City's website and possibly require the Economic Interest Form 700 for all Committee members (as required for Planning Commissioners).



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.A.

Meeting Date: 8/11/2025

To: City Council
From: Christian Horvath, Assistant to the City Manager / City Clerk
Thru: Karina Bañales, City Manager
Subject: Receive and file information regarding Electric Bicycle (E-Bike) regulations, prohibition and safety measures

Background:

At the May 22, 2025 Traffic Commission meeting during Public Comment on Non-Agenda Items, the Rolling Hills Community Association (RHCA) Gate Supervisor, Mark Grindle, spoke about the growing use of E-Bikes within the City, both on the trails and streets. He expressed concern about existing trail prohibitions, the safety dangers posed to equestrian activities or residents, the potential liability to individuals and the community, and inquired about the possibility of enforcement via tickets and/or fines. The RHCA has submitted a letter for Public Comment (Attachment A).

The Traffic Commission requested that this topic be added to the July agenda for discussion. Staff have collected information regarding E-Bikes to assist the Commission.

At the July 24, 2025 Traffic Commission meeting, Staff recommended the Commission begin discussions about E-bikes and provide direction to staff and/or recommendations to the City Council if potential legislative action may be necessary. Chair Wilson requested that staff agendaize it as an informational item for the City Council.

Discussion:

Due to the recent proliferation of e-bikes, several cities have adopted regulations requiring that e-bike riders follow all road rules in California, including but not limited to speed limits, passing other vehicles and pedestrians with precautions, and other safety measures. City staff have collected information on E-Bikes (Attachments B & C) and researched neighboring jurisdictions as well as some cities similar to Rolling Hills that may be unique equestrian communities or have a public trail system.

California State law defines e-bike classifications and further outlines existing regulations in the California Vehicle Code (CVC). Some provisions include helmet laws for persons 17 years of age and under, requirements to ride with the flow vehicle traffic, and specific minimum age restrictions for the operation of class III electric bicycles and mopeds. The sections in the CVC mainly pertain to the "Rules of the Road" chapters that address motor vehicles on the roadway/streets and are applicable

to cyclists. Additionally, a State of California e-bike regulation(s) summary can be found in Attachments D & E.

The Rolling Hills Municipal Code (RHMC) includes sections specific to definitions, prohibitions, and requirements, both in accordance with the CVC and in addition to (Attachment F). Staff have highlighted some portions that are applicable to this report.

Staff gathered e-bike research and found that some cities have adopted local ordinances to impose additional regulations for e-bike operation within the jurisdiction (Attachment G & H). Common locally adopted and implemented safety regulations include:

- Setting speed limits
- Requirements for yielding to pedestrians
- Requirements that passengers have a separate seat
- Prohibition of operation in open space or trail areas
- Requirements that rides are done as a single file and not more than two abreast
- Prohibition on racing or stunt activity

Over the last year, the Los Angeles Sheriff Department (LASD) Lomita Station Community Relations Team trained local Lomita Station deputies on e-bike classifications and safety topics. Similarly, patrols of neighboring city Rolling Hills Estates bridle trails, are conducted by the Lomita Station Community Relations Team and Lomita Sheriff Station Posse.

The South Bay Cities Council of Governments (SBCCOG) is working toward a pilot e-bike sticker program for participating schools within the Palos Verdes Unified School District (PVPUSD). In the fall of 2024, SBCCOG, and representatives from the Lomita Sheriff's Station and Palos Verdes Estates Police Department were invited to speak at the Parent Teacher's Association (PTA) leadership meeting to discuss e-bike safety, trends, partnerships, and the e-bike registration pilot program (Attachment I).

Most recently, SBCCOG applied for and was awarded a grant under the Safe Streets and Roads for All (SS4A) to support E-bike safety in the sub-region. This includes the potential for assistance with additional E-bike safety events and initiatives for the Palos Verdes Peninsula area. The SS4A is a U.S. Department of Transportation grant program. Funds have not yet been disbursed, and the timeline for availability remains uncertain due to federal executive orders.

State Legislation:

The Cal Bike online legislative tracker (Attachment J) is a resource for following pending Active Transportation / E-bike State legislation. Some current state regulations the SBCCOG is following include:

1. E-bikes are categorized into 3 classes. Class 3 e-bikes can go 28 mph but cannot have a throttle in California. Additionally, riders must be at least 16 years old to operate these.
2. AB 875 (Muratsuchi) - In the First Chamber
 - a. Authorizes law enforcement to remove electric motor-powered vehicles with fewer than four wheels that:
 - i. Exceed 20 mph (not legally classified as e-bikes), and
 - ii. Are operated without proper registration or license.
 - b. Allows removal of class 3 e-bikes if operated by someone under 16 (which is prohibited by

law).

- c. May require minors whose class 3 e-bike is impounded to complete a CHP e-bike safety course.
- d. Responds to rising e-bike injuries and misuse of modified e-bikes like Super73 that exceed legal speed limits.
- e. Supported by law enforcement and safety organizations; no opposition filed.

Local Regulations:

1. Manhattan Beach

- a. Adopted September 2023
- b. Prohibits riding on City sidewalks, plazas, grass areas, the Strand, parking structures, and Veterans Parkway.
- c. Prohibits riding at speeds over 15 miles per hour on the Marvin Braude Bike Trail
- d. Requires riders to ride in a single file and not more than two abreast.
- e. Prohibits riding on the back of a bicycle or e-bike without a seat.
- f. Prohibits speeding, racing, or stunt activity.

2. Hermosa Beach

- a. Adopted June 2024
- b. Prohibits riding on the Greenbelt
- c. Transporting a passenger is prohibited unless the passenger uses a separate seat that is attached to the conveyance.
- d. Juveniles under the age of 18 who are cited may have their electric bicycle impounded, to be released to a responsible adult upon payment of a fee.
- e. Rental bikes must install geofencing technology.

3. Rancho Palos Verdes

- a. Prohibits operation of e-bikes on riding or hiking trails or over any fire break or fire protection roads, city parks, beaches, and recreational facilities
- b. Prohibits racing or speed contests, acrobatic or stunt riding
- c. Requires helmets for all ages
- d. Prohibits riding on sidewalks (except for children up to 14 years old)

School Districts:

Finally, local school districts have been at the forefront of E-bike safety education, partnering with law enforcement to administer E-bike sticker programs. These programs require students to undergo safety training before being permitted to ride and park their E-bikes at school. The following school districts have adopted E-bike sticker programs:

1. Palos Verdes Peninsula Unified School District

- a. Begins September 2025
- b. All PVPUSD students will be required to complete an e-bike safety course and registration process through Pedal Ace, E-Bike Sense, or PVE Police Department.
- c. This program was piloted by Ridgecrest Intermediate School for the past two school years.

2. Hermosa Beach City School District

- a. Program introduced during the 2023-24 school year
- b. Requires all Hermosa Valley School students (grades 5-8) to complete in-person

training with E-Bike Sense

3. Redondo Beach Unified School District

- a. Program introduced during the 2024-25 school year
- b. Requires students in grades 6-12 to complete e-bike safety training through E-Bike Sense, Pedal Ace, or RBPB

4. Manhattan Beach Unified School District

- a. Program introduced during the 2024-25 school year
- b. Requires all MBUSD students to complete e-bike safety training through E-Bike Sense or Pedal Ace

5. El Segundo Unified School District

- a. Program introduced during the 2024-25 school year

The City of Rolling Hills has not implemented any specific educational or safety guidance related to the use of E-Bikes at this time via the website or Blue Newsletter, but could begin to remind residents of existing regulations and general safety tips in coordination with the RHCA.

The City Council can decide whether to have the Traffic Commission discuss further and provide recommendations, or provide direction to staff for further discussion and action at a future City Council meeting.

Fiscal Impact:

None.

Recommendation:

Receive and file. Provide direction to staff.

Attachments:

1. Attachment A - CL_AGN_250724_TC_RHCA_PublicComment
2. Attachment B - CL_AGN_250724_TC_GuideToE-BikeClassifications
3. Attachment C - CL_AGN_250724_TC_CBC_InfoSheet
4. Attachment D - CL_AGN_250724_TC_CA_VehicleCode_D11_C1_A4_21200-21214.7
5. Attachment E - CL_AGN_250724_TC_CA_VehicleCode_Sec312.5
6. Attachment F - CL_AGN_250724_TC_RHMC_Bikes
7. Attachment G - CL_AGN_250724_TC_SouthBay_E-bike_Info
8. Attachment H - CL_AGN_250724_TC_SouthBay_E-bike_Matrix
9. Attachment I - CL_AGN_250724_TC_PVPUSD_E-BikeSafetyProgram
10. Attachment J - CL_AGN_250724_TC_CalBike_LegislativeWatch

Rolling Hills Community Association
of Rancho Palos Verdes

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CALIFORNIA

(310) 544-6766 FAX

July 15, 2025

Rolling Hills City Traffic Commission
2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: Bicycles and e-bikes on bridle trails

Honorable Commissioners,

I am contacting you on behalf of the RHCA Board of Directors about a recent incident on the Johns Canyon bridle trail where a horse was startled by an e-bike on the trail and bucked off it's rider. The cyclist did not stop to see if the rider was ok and had ignored the signs at the trail entrance bikes are prohibited on the bridle trails. Thankfully, no one was seriously hurt, but it could have had a very tragic outcome.

When the RHCA gate supervisor offered to provide photos of the cyclist and discussed the incident with the Sheriff's department, they were reluctant to accept them because there was essentially nothing to enforce because there is no consequence in the city's ordinance for biking on the trails.

Because of the potential risk of a cyclist encountering a horse and rider, pedestrian or pet on the trail, the RHCA is formally requesting that the City consider amending the city code to allow for some kind of adverse action or consequence for cyclists who ride on the bridle trails, and escalate those consequences for repeat offenders. It could be a traffic ticket, fine or impound of a bike. Just over the last two years we are seeing a marked increase in bicycles and e-bikes on the trails in Rolling Hills. I don't think people fully appreciate the potential danger they create when biking on the bridle trails. In addition to the potential hazard, the bikes also damage the bridle trails by creating ruts and erosion that we are not always able to restore.

Thank you for your consideration of this matter.

Sincerely,

Kristen Raig
RHCA Manager

What Is an E-Bike?

A Guide to California E-Bike Classifications.

June 21, 2024 / by Kevin Claxton, *California Bike Coalition*

Note: This information was compiled in August of 2023 and updated in June 2024. California laws and regulations are subject to change. Please consult the California Vehicle Code (CVC) sections governing e-bikes for the most up-to-date information.

Some of the recent furor over the increased presence of e-bikes on California streets has centered on mobility devices sold as e-bikes that may push the boundaries of what counts as an electric bicycle in the state of California. So here's a look at e-bike classification, an emerging class of two-wheeled vehicles called ZEMs, and the gray area in between.

E-bikes and the law

As legally defined vehicles, e-bikes are subject to several laws in California (and even some federal regulations as well). Under California law, an e-bike is essentially treated the same as a standard bicycle—with a few exceptions. E-bikes are to be operated like conventional bicycles in California and are not considered motor vehicles under the California Vehicle Code.

As such, e-bikes in California are exempted from various laws and requirements that apply to motorcycles and automobiles. For example, e-bike operators need not have or use:

- Operator's licenses
- State or local registration
- Motor vehicle insurance
- License plates

So what is an e-bike?

California's e-bike classifications

The California vehicle code defines e-bikes as: "[A] bicycle equipped with fully operable pedals and an electric motor of less than 750 watts." It further breaks e-bikes into three categories, following a classification system created by PeopleForBikes that has been adopted in 40 states.

- Class 1: Provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 20 mph
- Class 2: Operates via pedal-assist or throttle and ceases to provide assistance when the bicycle reaches a speed of 20 mph
- Class 3: Provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 28 mph

Because there is some variation in e-bike classification from state to state, an e-bike manufacturer may not specify an e-bike's class on their website. You can determine the class by comparing the bike's specifications to the information above or asking at the bike shop where you buy your e-bike.

Who can operate an e-bike in California?

There are no age restrictions on Class 1 and 2 e-bikes. Riders must be at least 16 to operate a Class 3 e-bike, and all Class 3 riders must wear helmets. All riders under 18 must wear a helmet on any type of bike, motorized or not.

Who can carry passengers on an e-bike?

All e-bikes set up to accommodate passengers are permitted to carry a passenger. Riders and passengers under 18 must wear a helmet. Passengers of all ages on Class 3 e-bikes must wear helmets.

Which e-bikes are pedal assist only?

Class 1 and Class 3 e-bikes provide a boost from the motor only when the rider pedals. If the rider stops pedaling, the motor cuts out and the bike loses momentum.

What's the top speed of a throttle e-bike?

Class 2 e-bikes, which have a throttle that allows the motor to power the bike without the rider pedaling, have a maximum motor speed of 20 mph.

Can e-bikes go faster than their assist limits?

E-bikes provide a boost up to their speed limits (20 and 28 mph). A rider may go faster than that by pedaling harder, but the motor won't give any additional propulsion over those speeds.

What's a zero-emission motorcycle (ZEM)?

Electric motorcycles, classified as zero-emission motorcycles (ZEMs) by the California Air Resources Board (CARB), can include anything from a moped or motorized scooter to a full-sized motorcycle. A ZEM may have a powerful enough engine to travel at freeway speeds, but not all do.

Unlike e-bikes, ZEMs must be registered with the DMV and are not allowed to ride in bike lanes. ZEMs do not have pedals and operate solely on motor power.

CARB is working on creating incentives for ZEMs as part of California's transition to clean transportation.

Where can I ride?

The law prevents cities from restricting access to e-bike riders in places like bicycle paths or trails, bikeways, and bicycle lanes.

People may ride e-bikes on roadways but are subject to the California Vehicle Code (CVC)—which covers basic rules of the road, like going with the flow of traffic and obeying lights and signs.

Local authorities could still block access to e-bikes on certain equestrian trails or hiking and recreational trails. The Department of Parks and Recreation may prohibit the operation of an electric bicycle or any class of electric bicycle on any bicycle path or trail within the department's jurisdiction.

New e-bike regulations in the works

Several laws relating to e-bikes are moving through the California legislature and, in addition, local jurisdictions are creating local restrictions on where people can ride e-bikes. You can find a list of Orange County local regulations in this spreadsheet and we recently wrote a summary of e-bike bills. Join CalBike's mailing list to stay up to date on the latest developments.

Two-wheeled EVs in the gray area

Some electric, two-wheeled vehicles fall into a gray area between e-bikes and ZEMs. These bikes can be manufactured and sold in California but may not be street-legal under California e-bike regulations.

For example, at least one manufacturer markets their products as e-bikes but sells bikes with an "off-road" setting with a top speed listed as "28+ mph," implying that the motor is capable of providing a boost above California's top e-bike speed of 28 mph. Another brand doesn't list the top speed or e-bike class on its website.

It's unclear whether bikes like these qualify as e-bikes under California law, which states, in part: "On and after January 1, 2017, manufacturers and distributors of electric bicycles shall apply a label that is permanently affixed, in a prominent location, to each electric bicycle. The label shall contain the classification number, top assisted speed, and motor wattage of the electric bicycle, and shall be printed in Arial font in at least 9-point type."

It may not look like a bike

E-bikes evolved from traditional bikes, so many e-bikes resemble standard bikes modified to include a motor and battery. However, some new e-bike models are moving away from traditional bicycle design. They may have fat tires and frames that resemble small motorbikes more than standard bicycles. As long as they have operable pedals and fall within California's e-bike classification system, these e-bikes are bicycles and may use bike lanes.

What is not an e-bike?

According to the California DMV, two categories of classification exist between e-bikes and motorcycles.

A motor-driven cycle is "a motorcycle with less than a 150 cc motor size." These bikes are not allowed to operate on controlled-access freeways or highways.

A motorized bicycle or moped is "a two or three-wheeled device, capable of no more than 30 miles per hour (mph) on level ground." The vehicle code further defines this type of bike as "having fully operative pedals for propulsion by human power, or having no pedals if powered solely by electrical energy." The DMV notes that these vehicles may use bike lanes, if authorized by local ordinance.

Both motor-driven cycles and mopeds must be registered with the DMV (e-bikes are not required to register), and riders need a motorcycle license to operate them.

Some of the bikes that fall into the gray area may be more properly classified as mopeds or motorcycles (if their motors go faster than 30 mph) than e-bikes.



CALIFORNIA'S NEW E-BIKE LAW:

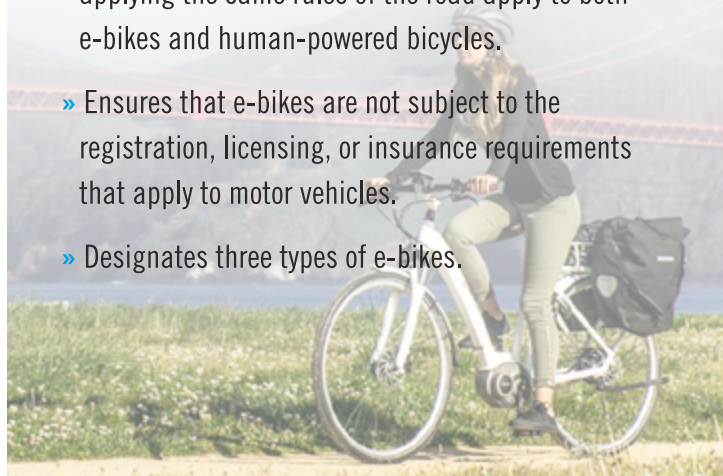
INFO FOR RIDERS

Q&A **ELECTRIC BICYCLE**

Electric bicycles, more commonly referred to as e-bikes, are bicycles fitted with a motor and battery that provide extra power assistance. This added power enables riders to ride longer and more frequently. E-bikes benefit riders who may be discouraged from traditional bicycles due to convenience, age, limited physical fitness, disability or injury. For many, e-bikes provide new transportation solutions for consumers of all ages.

In 2015, California passed a law that clarifies how e-bikes are regulated in California (AB 1096). The bill:

- » Provides clear rules on how e-bikes must be equipped and operated.
- » Regulates e-bikes like bicycles and not like mopeds, applying the same rules of the road apply to both e-bikes and human-powered bicycles.
- » Ensures that e-bikes are not subject to the registration, licensing, or insurance requirements that apply to motor vehicles.
- » Designates three types of e-bikes.



» **WHAT ARE THE DIFFERENT TYPES OF ELECTRIC BICYCLES?**

- » **TYPE 1** Bikes with a top assisted speed of 20 mph that must be pedaled to operate.
- » **TYPE 2** Bikes with a top assisted speed of 20 mph that can be operated without pedaling by using a handlebar-mounted throttle.
- » **TYPE 3** Bikes with a top assisted speed of 28 mph that must be pedaled to operate.

» **WHERE CAN I RIDE MY ELECTRIC BICYCLE?**

E-bikes have access to bike paths and protected bike lanes, bike lanes and designated bike routes (depending on the type of your e-bike). See the chart on page 2 for where people can ride their e-bikes in California.

» **WHAT IS THE DIFFERENCE BETWEEN CALIFORNIA'S CLASS I, II, III, AND IV BIKEWAYS?**

- » **CLASS I BIKEWAY (BIKE PATH)** Provides a completely separated right of way for the exclusive use of bicycles and pedestrians with crossflow by motorists minimized (multi use paths).
- » **CLASS II BIKEWAY (BIKE LANE)** Provides a striped lane for one-way bike travel on a street or highway (bike lane).
- » **CLASS III BIKEWAY (BIKE ROUTE)** Provides for shared use with pedestrian or motor vehicle traffic (no special road marking or pathway, just a suggested safer route).
- » **CLASS IV BIKEWAY (PROTECTED LANE)** Separated from motor traffic using a physical barrier, such as curbs, planters, or parked cars (on street bike lane that's protected from traffic).



CALIFORNIA'S NEW E-BIKE LAW: *INFO FOR RIDERS*

» HOW DO I KNOW WHAT TYPE OF ELECTRIC BICYCLE I HAVE?

As of 2017, all e-bikes in California are required to have a label that describes its type, top assisted speed, and motor wattage. If you are unsure about the type of your e-bike, contact your local retailer or the manufacturer.

» WHAT OTHER RULES OF THE ROAD SHOULD I FOLLOW?

Always follow the posted speed limit signs, especially on bike paths. E-bike riders are subject to the same rules and legal requirements that apply to people riding traditional bicycles when it comes to speed, proper passing, following local traffic laws, obeying posted speed limits, and other state and local ordinances. All bicycle and electric bicycle riders 17 and under must wear a properly fitted helmet. Type 3 electric bicycle riders must always wear a helmet and be at least 16 years old.

» CAN LOCAL LAWS BE DIFFERENT THAN STATE LAWS?

The e-bike type model allows local agencies, by local ordinance, to permit e-bikes on paths or bikeways where they are traditionally not allowed, in the event that the alternative route is considered hazardous. This is a local jurisdictional decision.

Local authorities and public agencies with jurisdiction over bicycle paths or trails may also prohibit the operation of any type of electric bicycles on a particular path or trail.

If you would like to ride in places where your e-bike does not currently have access, contact your city or county transportation department.

» For more information visit:

<http://www.peopleforbikes.org/pages/e-bikes>.



		VEHICLE		USER				BIKEWAY ACCESS			
		PEDAL OPERATED	MAXIMUM MOTOR-ASSISTED SPEED (MPH)	MINIMUM AGE (YEARS)	DRIVER'S LICENSE	LICENSE PLATE	HELMET	CLASS I BIKE PATH	CLASS II BIKE LANE	CLASS III BIKE ROUTE	CLASS IV PROTECTED LANE
VEHICLE TYPE	BICYCLE 	YES	N/A	N/A	NO	NO	17 AND UNDER	YES	YES	YES	YES
	TYPE 1 E-BIKE 	YES	20	N/A	NO	NO	17 AND UNDER	YES	YES	YES	YES
	TYPE 2 E-BIKE 	NO	20	N/A	NO	NO	17 AND UNDER	YES	YES	YES	YES
	TYPE 3 E-BIKE 	YES	28	16	NO	NO	YES	NO	YES	YES	NO
	MOPED 	NO	N/A	16	YES	YES	YES	NO	YES	YES	NO



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VEHICLE CODE - VEH

DIVISION 11. RULES OF THE ROAD [21000 - 23336] (*Division 11 enacted by Stats. 1959, Ch. 3.*)

CHAPTER 1. Obedience to and Effect of Traffic Laws [21000 - 21300] (*Chapter 1 enacted by Stats. 1959, Ch. 3.*)

ARTICLE 4. Operation of Bicycles [21200 - 21214.7] (*Article 4 added by Stats. 1963, Ch. 479.*)

21200. (a) (1) A person riding a bicycle or operating a pedicab upon a highway has all the rights and is subject to all the provisions applicable to the driver of a vehicle by this division, including, but not limited to, provisions concerning driving under the influence of alcoholic beverages or drugs, and by Division 10 (commencing with Section 20000), Section 27400, Division 16.7 (commencing with Section 39000), Division 17 (commencing with Section 40000.1), and Division 18 (commencing with Section 42000), except those provisions which by their very nature can have no application.

(2) A person operating a bicycle on a Class I bikeway, as defined in subdivision (a) of Section 890.4 of the Streets and Highways Code, has all the rights and is subject to all the provisions applicable to the driver of a vehicle pursuant to Section 20001, except those provisions which by their very nature can have no application.

(b) (1) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, operating a bicycle during the course of his or her duties is exempt from the requirements of subdivision (a), except as those requirements relate to driving under the influence of alcoholic beverages or drugs, if the bicycle is being operated under any of the following circumstances:

(A) In response to an emergency call.

(B) While engaged in rescue operations.

(C) In the immediate pursuit of an actual or suspected violator of the law.

(2) This subdivision does not relieve a peace officer from the duty to operate a bicycle with due regard for the safety of all persons using the highway.

(Amended by Stats. 2018, Ch. 139, Sec. 1. (AB 1755) Effective January 1, 2019.)

21200.5. Notwithstanding Section 21200, it is unlawful for any person to ride a bicycle upon a highway while under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug. Any person arrested for a violation of this section may request to have a chemical test made of the person's blood, breath, or urine for the purpose of determining the alcoholic or drug content of that person's blood pursuant to Section 23612, and, if so requested, the arresting officer shall have the test performed. A conviction of a violation of this section shall be punished by a fine of not more than two hundred fifty dollars (\$250). Violations of this section are subject to Section 13202.5.

(Amended by Stats. 1999, Ch. 22, Sec. 17. Effective May 26, 1999.)

21201. (a) No person shall operate a bicycle on a roadway unless it is equipped with a brake that will enable the operator to make one braked wheel skid on dry, level, clean pavement.

(b) No person shall operate on the highway a bicycle equipped with handlebars so raised that the operator must elevate his or her hands above the level of his or her shoulders in order to grasp the normal steering grip area.

(c) No person shall operate upon a highway a bicycle that is of a size that prevents the operator from safely stopping the bicycle, supporting it in an upright position with at least one foot on the ground, and restarting it in a safe manner.

(d) A bicycle operated during darkness upon a highway, a sidewalk where bicycle operation is not prohibited by the local jurisdiction, or a bikeway, as defined in Section 890.4 of the Streets and Highways Code, shall be equipped with all of the following:

(1) A lamp emitting a white light that, while the bicycle is in motion, illuminates the highway, sidewalk, or bikeway in front of the bicyclist and is visible from a distance of 300 feet in front and from the sides of the bicycle.

(2) A red reflector or a solid or flashing red light with a built-in reflector on the rear that shall be visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.

(3) A white or yellow reflector on each pedal, shoe, or ankle visible from the front and rear of the bicycle from a distance of 200 feet.

(4) A white or yellow reflector on each side forward of the center of the bicycle, and a white or red reflector on each side to the rear of the center of the bicycle, except that bicycles that are equipped with reflectorized tires on the front and the rear need not be equipped with these side reflectors.

The reflectors and reflectorized tires shall be of a type meeting requirements established by the department.

(e) A lamp or lamp combination, emitting a white light, attached to the operator and visible from a distance of 300 feet in front and from the sides of the bicycle, may be used in lieu of the lamp required by paragraph (1) of subdivision (d).

(Amended by Stats. 2015, Ch. 549, Sec. 2. (AB 28) Effective January 1, 2016.)

21201.3. (a) A bicycle or motorized bicycle used by a peace officer, as defined in Section 830.1 of, subdivision (a), (b), (c), (d), (e), (f), (g), or (i) of Section 830.2 of, subdivision (b) or (d) of Section 830.31 of, subdivision (a) or (b) of Section 830.32 of, Section 830.33 of, subdivision (a) of Section 830.36 of, subdivision (a) of Section 830.4 of, or Section 830.6 of, the Penal Code, in the performance of the peace officer's duties, may display a steady or flashing blue warning light that is visible from the front, sides, or rear of the bicycle or motorized bicycle.

(b) No person shall display a steady or flashing blue warning light on a bicycle or motorized bicycle except as authorized under subdivision (a).

(Added by Stats. 1998, Ch. 877, Sec. 65. Effective January 1, 1999.)

21201.5. (a) No person shall sell, or offer for sale, a reflex reflector or reflectorized tire of a type required on a bicycle unless it meets requirements established by the department. If there exists a federal Consumer Product Safety Commission regulation applicable to bicycle reflectors, the provisions of that regulation shall prevail over provisions of this code or requirements established by the department pursuant to this code relative to bicycle reflectors.

(b) No person shall sell, or offer for sale, a new bicycle that is not equipped with a red reflector on the rear, a white or yellow reflector on each pedal visible from the front and rear of the bicycle, a white or yellow reflector on each side forward of the center of the bicycle, and a white or red reflector on each side to the rear of the center of the bicycle, except that bicycles which are equipped with reflectorized tires on the front and rear need not be equipped with these side reflectors.

(c) Area reflectorizing material meeting the requirements of Section 25500 may be used on a bicycle.

(Amended by Stats. 1980, Ch. 399, Sec. 2. Effective July 11, 1980.)

21202. (a) Any person operating a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

(1) When overtaking and passing another bicycle or vehicle proceeding in the same direction.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge, subject to the provisions of Section 21656. For purposes of this section, a "substandard width lane" is a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.

(4) When approaching a place where a right turn is authorized.

(b) Any person operating a bicycle upon a roadway of a highway, which highway carries traffic in one direction only and has two or more marked traffic lanes, may ride as near the left-hand curb or edge of that roadway as practicable.

(Amended by Stats. 1996, Ch. 674, Sec. 4. Effective January 1, 1997.)

21203. No person riding upon any motorcycle, motorized bicycle, bicycle, coaster, roller skates, sled, or toy vehicle shall attach the same or himself to any streetcar or vehicle on the roadway.

(Amended by Stats. 1981, Ch. 813, Sec. 11.)

21204. (a) A person operating a bicycle upon a highway shall not ride other than upon or astride a permanent and regular seat attached thereto, unless the bicycle was designed by the manufacturer to be ridden without a seat.

(b) An operator shall not allow a person riding as a passenger, and a person shall not ride as a passenger, on a bicycle upon a highway other than upon or astride a separate seat attached thereto. If the passenger is four years of age or younger, or weighs 40 pounds or less, the seat shall have adequate provision for retaining the passenger in place and for protecting the passenger from the moving parts of the bicycle.

(Amended by Stats. 2009, Ch. 594, Sec. 1. (SB 527) Effective January 1, 2010.)

21205. No person operating a bicycle shall carry any package, bundle or article which prevents the operator from keeping at least one hand upon the handlebars.

(Added by Stats. 1963, Ch. 479.)

21206. This chapter does not prevent local authorities, by ordinance, from regulating the registration of bicycles and the parking and operation of bicycles on pedestrian or bicycle facilities, provided such regulation is not in conflict with the provisions of this code.

(Amended by Stats. 1976, Ch. 751.)

21207. (a) This chapter does not prohibit local authorities from establishing, by ordinance or resolution, bicycle lanes separated from any vehicular lanes upon highways, other than state highways as defined in Section 24 of the Streets and Highways Code and county highways established pursuant to Article 5 (commencing with Section 1720) of Chapter 9 of Division 2 of the Streets and Highways Code.

(b) Bicycle lanes established pursuant to this section shall be constructed in compliance with Section 891 of the Streets and Highways Code.

(Amended by Stats. 1993, Ch. 517, Sec. 4. Effective January 1, 1994.)

21207.5. (a) Notwithstanding Sections 21207 and 23127 of this code, or any other law, a motorized bicycle shall not be operated on a bicycle path or trail, bikeway, bicycle lane established pursuant to Section 21207, equestrian trail, or hiking or recreational trail, unless it is within or adjacent to a roadway or unless the local authority or the governing body of a public agency having jurisdiction over the path or trail permits, by ordinance, that operation.

(b) The local authority or governing body of a public agency having jurisdiction over an equestrian trail, or hiking or recreational trail, may prohibit, by ordinance, the operation of an electric bicycle or any class of electric bicycle on that trail.

(c) The Department of Parks and Recreation may prohibit the operation of an electric bicycle or any class of electric bicycle on any bicycle path or trail within the department's jurisdiction.

(Amended by Stats. 2022, Ch. 343, Sec. 1. (AB 1909) Effective January 1, 2023.)

21208. (a) Whenever a bicycle lane has been established on a roadway pursuant to Section 21207, any person operating a bicycle upon the roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride within the bicycle lane, except that the person may move out of the lane under any of the following situations:

(1) When overtaking and passing another bicycle, vehicle, or pedestrian within the lane or about to enter the lane if the overtaking and passing cannot be done safely within the lane.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions.

(4) When approaching a place where a right turn is authorized.

(b) No person operating a bicycle shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal in the manner provided in Chapter 6 (commencing with Section 22100) in the event that any vehicle may be affected by the movement.

(Amended by Stats. 1996, Ch. 674, Sec. 5. Effective January 1, 1997.)

21209. (a) No person shall drive a motor vehicle in a bicycle lane established on a roadway pursuant to Section 21207 except as follows:

(1) To park where parking is permitted.

(2) To enter or leave the roadway.

(3) To prepare for a turn within a distance of 200 feet from the intersection.

(b) This section does not prohibit the use of a motorized bicycle in a bicycle lane, pursuant to Section 21207.5, at a speed no greater than is reasonable or prudent, having due regard for visibility, traffic conditions, and the condition of the roadway surface of the bicycle lane, and in a manner which does not endanger the safety of bicyclists.

(Amended by Stats. 1988, Ch. 262, Sec. 1.)

21210. No person shall leave a bicycle lying on its side on any sidewalk, or shall park a bicycle on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic. Local authorities may, by ordinance or resolution, prohibit bicycle parking in designated areas of the public highway, provided that appropriate signs are erected.

(Added by Stats. 1976, Ch. 751.)

21211. (a) No person may stop, stand, sit, or loiter upon any class I bikeway, as defined in subdivision (a) of Section 890.4 of the Streets and Highways Code, or any other public or private bicycle path or trail, if the stopping, standing, sitting, or loitering impedes or blocks the normal and reasonable movement of any bicyclist.

(b) No person may place or park any bicycle, vehicle, or any other object upon any bikeway or bicycle path or trail, as specified in subdivision (a), which impedes or blocks the normal and reasonable movement of any bicyclist unless the placement or parking is necessary for safe operation or is otherwise in compliance with the law.

(c) This section does not apply to drivers or owners of utility or public utility vehicles, as provided in Section 22512.

(d) This section does not apply to owners or drivers of vehicles who make brief stops while engaged in the delivery of newspapers to customers along the person's route.

(e) This section does not apply to the driver or owner of a rubbish or garbage truck while actually engaged in the collection of rubbish or garbage within a business or residence district if the front turn signal lamps at each side of the vehicle are being flashed simultaneously and the rear turn signal lamps at each side of the vehicle are being flashed simultaneously.

(f) This section does not apply to the driver or owner of a tow vehicle while actually engaged in the towing of a vehicle if the front turn signal lamps at each side of the vehicle are being flashed simultaneously and the rear turn signal lamps at each side of the vehicle are being flashed simultaneously.

(Amended by Stats. 2001, Ch. 127, Sec. 7. Effective July 30, 2001.)

21212. (a) A person under 18 years of age shall not operate a bicycle, a nonmotorized scooter, or a skateboard, nor wear in-line or roller skates, nor ride upon a bicycle, a nonmotorized scooter, or a skateboard as a passenger, upon a street, bikeway, as defined in Section 890.4 of the Streets and Highways Code, or any other public bicycle path or trail unless that person is wearing a properly fitted and fastened bicycle helmet that meets the standards of either the American Society for Testing and Materials (ASTM) or the United States Consumer Product Safety Commission (CPSC), or standards subsequently established by those entities. This requirement also applies to a person who rides upon a bicycle while in a restraining seat that is attached to the bicycle or in a trailer towed by the bicycle.

(b) A helmet sold or offered for sale for use by operators and passengers of bicycles, nonmotorized scooters, skateboards, or in-line or roller skates shall be conspicuously labeled in accordance with the standard described in subdivision (a), which shall constitute the manufacturer's certification that the helmet conforms to the applicable safety standards.

(c) A person shall not sell, or offer for sale, for use by an operator or passenger of a bicycle, nonmotorized scooter, skateboard, or in-line or roller skates any safety helmet that is not of a type meeting requirements established by this section.

(d) A charge under this section shall be dismissed when the person charged alleges in court, under oath, that the charge against the person is the first charge against that person under this section, unless it is otherwise established in court that the charge is not the first charge against the person.

(e) (1) Except as provided in subdivision (d), a violation of this section is an infraction punishable by a fine of not more than twenty-five dollars (\$25).

(2) The parent or legal guardian having control or custody of an unemancipated minor whose conduct violates this section shall be jointly and severally liable with the minor for the amount of the fine imposed pursuant to this subdivision.

(f) A record of the action shall not be transmitted to the court and a fee shall not be imposed pursuant to Section 40611 upon a citation for not wearing a properly fitted and fastened bicycle helmet pursuant to subdivision (a) if the parent or legal guardian of the person described in subdivision (a) delivers proof to the issuing agency within 120 days after the citation was issued that the person has a helmet meeting the requirements specified in subdivision (a) and the person has completed a local bicycle safety course or a related safety course, if one is available, as prescribed by authorities in the local jurisdiction.

(g) Notwithstanding Section 1463 of the Penal Code or any other law, the fines collected for a violation of this section shall be allocated as follows:

(1) Seventy-two and one-half percent of the amount collected shall be deposited in a special account of the county health department, to be used for bicycle, nonmotorized scooter, skateboard, and in-line and roller skate safety education and for

assisting low-income families in obtaining approved bicycle helmets for persons under 18 years of age, either on a loan or purchase basis. The county may contract for the implementation of this program, which, to the extent practicable, shall be operated in conjunction with the child passenger restraint program pursuant to Section 27360.

(2) Two and one-half percent of the amount collected shall be deposited in the county treasury to be used by the county to administer the program described in paragraph (1).

(3) If the violation occurred within a city, 25 percent of the amount collected shall be transferred to, and deposited in, the treasury of that city. If the violation occurred in an unincorporated area, this 25 percent shall be deposited and used pursuant to paragraph (1).

(Amended by Stats. 2019, Ch. 497, Sec. 273. (AB 991) Effective January 1, 2020.)

21213. (a) A person under 16 years of age shall not operate a class 3 electric bicycle.

(b) A person shall not operate a class 3 electric bicycle, or ride upon a class 3 electric bicycle as a passenger, upon a street, bikeway, as defined in Section 890.4 of the Streets and Highways Code, or any other public bicycle path or trail, unless that person is wearing a properly fitted and fastened bicycle helmet that meets the standards of either the American Society for Testing and Materials (ASTM) or the United States Consumer Product Safety Commission (CPSC), or standards subsequently established by those entities. This helmet requirement also applies to a person who rides upon a class 3 electric bicycle while in a restraining seat that is attached to the bicycle or in a trailer towed by the bicycle.

(Added by Stats. 2015, Ch. 568, Sec. 6. (AB 1096) Effective January 1, 2016.)

21214. (a) On or before January 1, 2026, the Mineta Transportation Institute at San Jose State University, in consultation with relevant stakeholders, shall conduct a study on electric bicycles to inform efforts to improve the safety of all users of the transportation system, and submit a report of the findings from the study to the Legislature. The study shall examine, identify, and analyze available information, including, but not be limited to, all of the following topics:

- (1) Data on injuries, crashes, emergency room visits, and deaths related to bicycles and electric bicycles.
- (2) Factors and circumstances that are correlated with the crashes of bicycles and electric bicycles.
- (3) Best practices for policy to promote safe use of electric bicycles.
- (4) Laws in other state vehicle codes pertaining to electric bicycles.
- (5) Data on the safety impacts from electric bicycle components and accessories including, but not limited to, headlights, speedometers, brakes, tires, bells, and reflectors.
- (6) Data on the safety performance of electric bicycle batteries.
- (7) Data on the manufacturing of electric bicycles, including, but not limited to, the market of electric bicycles, manufacturer information, sales patterns, and the number of electric bicycles on California roads, including the usage by city and the reasons behind the usage.
- (8) Review of policies that other countries with high electric bicycle ridership use to promote the safe use of electric bicycles, including, but not limited to, cyclist and driver training, street infrastructure policy, and insurance or licensing requirements.
- (9) Recommendations for state policy to support expanded use of electric bicycles that protects the safety of riders and other road users, including, but not limited to, recommendations on whether there are needed revisions to the Vehicle Code, and improved data collection on electric bicycles.

(b) (1) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

(2) Pursuant to Section 10231.5 of the Government Code, this section is repealed on January 1, 2030.

(Added by Stats. 2023, Ch. 869, Sec. 2. (SB 381) Effective January 1, 2024. Repealed as of January 1, 2030 by its own provisions.)

21214.5. (a) This section shall be known, and may be cited, as the Marin Electric Bicycle Safety Pilot Program.

(b) A local authority within the County of Marin, or the County of Marin in unincorporated areas, may, by ordinance or resolution, prohibit a person under 16 years of age from operating a class 2 electric bicycle.

(c) A local authority within the County of Marin, or the County of Marin in unincorporated areas, may, by ordinance or resolution, require a person operating a class 2 electric bicycle to wear a bicycle helmet, as described in subdivision (b) of

Section 21213.

(d) (1) An ordinance or resolution adopted pursuant to this section shall make a violation punishable by warning notices for the first 60 days after the prohibition comes into effect.

(2) An ordinance or resolution prohibiting a person under 16 years of age from operating a class 2 electric bicycle shall make, after the first 60 days the prohibition has been in effect, a violation an infraction punishable by a fine of twenty-five dollars (\$25). A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation of this infraction if the parent or legal guardian of the person who violated the prohibition delivers proof to the issuing agency within 120 days after the citation was issued that the person has completed an electric bicycle safety and training course pursuant to Section 894 of the Streets and Highways Code.

(3) An ordinance or resolution requiring a person operating a class 2 electric bicycle to wear a bicycle helmet shall make, after the first 60 days the prohibition has been in effect, a violation an infraction punishable by a fine of twenty-five dollars (\$25). A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation of this infraction if the person who violated the requirement, or if that person is an unemancipated minor, their parent or guardian, delivers proof to the issuing agency within 120 days after the citation was issued that the person has a helmet meeting the requirements specified in subdivision (a) of Section 21212 and the person has completed a local bicycle safety course or a related safety course, if one is available, as prescribed by authorities in the local jurisdiction.

(4) If the person who violates an ordinance or resolution adopted pursuant to this section is an unemancipated minor, the parent or legal guardian having control or custody of the minor shall be jointly and severally liable with the minor for the amount of any fine imposed pursuant to this subdivision.

(e) (1) If an ordinance or resolution is adopted pursuant to this section, the county shall, by January 1, 2028, submit a report to the Legislature that includes all of the following:

(A) The total number of traffic stops initiated for violations.

(B) The results of the traffic stops, including whether a warning or citation was issued, property was seized, or an arrest was made.

(C) The number of times a person was stopped for allegedly operating a class 2 electric bicycle while under 16 years of age but was found to be over the age limit.

(D) If a warning or citation was issued, a description of the warning or the violation cited.

(E) If an arrest or traffic stop was made, the offense cited by the officer for the arrest or traffic stop and the perceived race or ethnicity, gender, and approximate age of the person stopped, provided that the identification of these characteristics is solely based on the observation and perception of the peace officer who initiated the traffic stop.

(F) The actions taken by a peace officer during the traffic stops, including, but not limited to, all of the following:

(i) Whether the peace officer asked for consent to search the person, and, if so, whether consent was provided.

(ii) Whether the peace officer searched the person or any property, and, if so, the basis for the search and the type of contraband or evidence discovered.

(iii) Whether the peace officer seized any property and, if so, the type of property that was seized and the basis for seizing the property.

(G) The number of times that a person under 16 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality in the six months prior to the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(H) The number of times that a person under 16 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality after the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(2) A report submitted pursuant to this section shall be submitted in compliance with Section 9795 of the Government Code.

(f) A local authority or the County of Marin shall administer a public information campaign for at least 30 calendar days prior to the enactment of an ordinance or resolution pursuant to this section, including public announcements in major media outlets and press releases.

(g) This section shall become inoperative on January 1, 2029, and as of that date is repealed.

(Added by Stats. 2024, Ch. 1005, Sec. 1. (AB 1778) Effective January 1, 2025. Repealed as of January 1, 2029, by its own provisions.)

21214.7. (a) This section shall be known, and may be cited, as the San Diego Electric Bicycle Safety Pilot Program.

(b) A local authority within the County of San Diego, or the County of San Diego in unincorporated areas, may, by ordinance or resolution, prohibit a person under 12 years of age from operating a class 1 or 2 electric bicycle.

(c) (1) A violation of an ordinance or resolution adopted pursuant to this section shall be punishable as follows:

(A) For the first 60 days after the prohibition comes into effect, a warning notice.

(B) After the first 60 days, a violation of the ordinance or resolution shall be an infraction punishable by a fine of twenty-five dollars (\$25).

(2) A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation for this infraction if the parent or legal guardian of the person who violated the prohibition delivers proof to the issuing agency within 120 days after the citation was issued that the person has completed an electric bicycle safety and training program pursuant to Section 894 of the Streets and Highways Code.

(3) If an unemancipated minor violates an ordinance or resolution adopted pursuant to this section, a parent or legal guardian with control or custody of the minor shall be jointly and severally liable with the minor for the amount of a fine imposed pursuant to this subdivision.

(d) (1) If an ordinance or resolution is adopted pursuant to this section, the county shall, by January 1, 2028, submit a report to the Legislature that includes all of the following:

(A) The total number of traffic stops initiated for a violation of the ordinance or resolution adopted pursuant to this section.

(B) The results of those traffic stops, including whether a warning or citation was issued, property was seized, or an arrest was made.

(C) The number of times a person was stopped for allegedly operating a class 1 or class 2 electric bicycle while under 12 years of age but was found to be over the age limit.

(D) If a warning or citation was issued, a description of the warning or the violation cited.

(E) If an arrest or traffic stop was made, the offense cited by the officer for the arrest or traffic stop and the perceived race or ethnicity, gender, and approximate age of the person stopped, provided that the identification of these characteristics is solely based on the observation and perception of the peace officer who initiated the traffic stop.

(F) The actions taken by a peace officer during a traffic stop, including, but not limited to, all of the following:

(i) Whether the peace officer asked for consent to search the person and, if so, whether consent was provided.

(ii) Whether the peace officer searched the person or property, and, if so, the basis for the search and the type of contraband or evidence discovered.

(iii) Whether the peace officer seized property and, if so, the type of property that was seized and the basis for seizing the property.

(G) The number of times a person opted to complete, and did complete, the training course in lieu of paying the fine.

(H) The number of times that a person under 12 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality in the six months prior to the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(I) The number of times that a person under 12 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality after the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(2) A report submitted pursuant to this section shall be submitted in compliance with Section 9795 of the Government Code.

(e) A local authority shall administer a public information campaign for at least 30 calendar days prior to the enactment of an ordinance or resolution adopted pursuant to this section, which shall include public announcements in major media outlets and press releases.

(f) This section shall remain in effect only until January 1, 2029, and as of that date is repealed.

(Added by Stats. 2024, Ch. 823, Sec. 1. (AB 2234) Effective January 1, 2025. Repealed as of January 1, 2029, by its own provisions.)



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VEHICLE CODE - VEH

DIVISION 11. RULES OF THE ROAD [21000 - 23336] (*Division 11 enacted by Stats. 1959, Ch. 3.*)

CHAPTER 1. Obedience to and Effect of Traffic Laws [21000 - 21300] (*Chapter 1 enacted by Stats. 1959, Ch. 3.*)

ARTICLE 4. Operation of Bicycles [21200 - 21214.7] (*Article 4 added by Stats. 1963, Ch. 479.*)

21200. (a) (1) A person riding a bicycle or operating a pedicab upon a highway has all the rights and is subject to all the provisions applicable to the driver of a vehicle by this division, including, but not limited to, provisions concerning driving under the influence of alcoholic beverages or drugs, and by Division 10 (commencing with Section 20000), Section 27400, Division 16.7 (commencing with Section 39000), Division 17 (commencing with Section 40000.1), and Division 18 (commencing with Section 42000), except those provisions which by their very nature can have no application.

(2) A person operating a bicycle on a Class I bikeway, as defined in subdivision (a) of Section 890.4 of the Streets and Highways Code, has all the rights and is subject to all the provisions applicable to the driver of a vehicle pursuant to Section 20001, except those provisions which by their very nature can have no application.

(b) (1) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, operating a bicycle during the course of his or her duties is exempt from the requirements of subdivision (a), except as those requirements relate to driving under the influence of alcoholic beverages or drugs, if the bicycle is being operated under any of the following circumstances:

(A) In response to an emergency call.

(B) While engaged in rescue operations.

(C) In the immediate pursuit of an actual or suspected violator of the law.

(2) This subdivision does not relieve a peace officer from the duty to operate a bicycle with due regard for the safety of all persons using the highway.

(Amended by Stats. 2018, Ch. 139, Sec. 1. (AB 1755) Effective January 1, 2019.)

21200.5. Notwithstanding Section 21200, it is unlawful for any person to ride a bicycle upon a highway while under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug. Any person arrested for a violation of this section may request to have a chemical test made of the person's blood, breath, or urine for the purpose of determining the alcoholic or drug content of that person's blood pursuant to Section 23612, and, if so requested, the arresting officer shall have the test performed. A conviction of a violation of this section shall be punished by a fine of not more than two hundred fifty dollars (\$250). Violations of this section are subject to Section 13202.5.

(Amended by Stats. 1999, Ch. 22, Sec. 17. Effective May 26, 1999.)

21201. (a) No person shall operate a bicycle on a roadway unless it is equipped with a brake that will enable the operator to make one braked wheel skid on dry, level, clean pavement.

(b) No person shall operate on the highway a bicycle equipped with handlebars so raised that the operator must elevate his or her hands above the level of his or her shoulders in order to grasp the normal steering grip area.

(c) No person shall operate upon a highway a bicycle that is of a size that prevents the operator from safely stopping the bicycle, supporting it in an upright position with at least one foot on the ground, and restarting it in a safe manner.

(d) A bicycle operated during darkness upon a highway, a sidewalk where bicycle operation is not prohibited by the local jurisdiction, or a bikeway, as defined in Section 890.4 of the Streets and Highways Code, shall be equipped with all of the following:

(1) A lamp emitting a white light that, while the bicycle is in motion, illuminates the highway, sidewalk, or bikeway in front of the bicyclist and is visible from a distance of 300 feet in front and from the sides of the bicycle.

(2) A red reflector or a solid or flashing red light with a built-in reflector on the rear that shall be visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.

(3) A white or yellow reflector on each pedal, shoe, or ankle visible from the front and rear of the bicycle from a distance of 200 feet.

(4) A white or yellow reflector on each side forward of the center of the bicycle, and a white or red reflector on each side to the rear of the center of the bicycle, except that bicycles that are equipped with reflectorized tires on the front and the rear need not be equipped with these side reflectors.

The reflectors and reflectorized tires shall be of a type meeting requirements established by the department.

(e) A lamp or lamp combination, emitting a white light, attached to the operator and visible from a distance of 300 feet in front and from the sides of the bicycle, may be used in lieu of the lamp required by paragraph (1) of subdivision (d).

(Amended by Stats. 2015, Ch. 549, Sec. 2. (AB 28) Effective January 1, 2016.)

21201.3. (a) A bicycle or motorized bicycle used by a peace officer, as defined in Section 830.1 of, subdivision (a), (b), (c), (d), (e), (f), (g), or (i) of Section 830.2 of, subdivision (b) or (d) of Section 830.31 of, subdivision (a) or (b) of Section 830.32 of, Section 830.33 of, subdivision (a) of Section 830.36 of, subdivision (a) of Section 830.4 of, or Section 830.6 of, the Penal Code, in the performance of the peace officer's duties, may display a steady or flashing blue warning light that is visible from the front, sides, or rear of the bicycle or motorized bicycle.

(b) No person shall display a steady or flashing blue warning light on a bicycle or motorized bicycle except as authorized under subdivision (a).

(Added by Stats. 1998, Ch. 877, Sec. 65. Effective January 1, 1999.)

21201.5. (a) No person shall sell, or offer for sale, a reflex reflector or reflectorized tire of a type required on a bicycle unless it meets requirements established by the department. If there exists a federal Consumer Product Safety Commission regulation applicable to bicycle reflectors, the provisions of that regulation shall prevail over provisions of this code or requirements established by the department pursuant to this code relative to bicycle reflectors.

(b) No person shall sell, or offer for sale, a new bicycle that is not equipped with a red reflector on the rear, a white or yellow reflector on each pedal visible from the front and rear of the bicycle, a white or yellow reflector on each side forward of the center of the bicycle, and a white or red reflector on each side to the rear of the center of the bicycle, except that bicycles which are equipped with reflectorized tires on the front and rear need not be equipped with these side reflectors.

(c) Area reflectorizing material meeting the requirements of Section 25500 may be used on a bicycle.

(Amended by Stats. 1980, Ch. 399, Sec. 2. Effective July 11, 1980.)

21202. (a) Any person operating a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

(1) When overtaking and passing another bicycle or vehicle proceeding in the same direction.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge, subject to the provisions of Section 21656. For purposes of this section, a "substandard width lane" is a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.

(4) When approaching a place where a right turn is authorized.

(b) Any person operating a bicycle upon a roadway of a highway, which highway carries traffic in one direction only and has two or more marked traffic lanes, may ride as near the left-hand curb or edge of that roadway as practicable.

(Amended by Stats. 1996, Ch. 674, Sec. 4. Effective January 1, 1997.)

21203. No person riding upon any motorcycle, motorized bicycle, bicycle, coaster, roller skates, sled, or toy vehicle shall attach the same or himself to any streetcar or vehicle on the roadway.

(Amended by Stats. 1981, Ch. 813, Sec. 11.)

21204. (a) A person operating a bicycle upon a highway shall not ride other than upon or astride a permanent and regular seat attached thereto, unless the bicycle was designed by the manufacturer to be ridden without a seat.

(b) An operator shall not allow a person riding as a passenger, and a person shall not ride as a passenger, on a bicycle upon a highway other than upon or astride a separate seat attached thereto. If the passenger is four years of age or younger, or weighs 40 pounds or less, the seat shall have adequate provision for retaining the passenger in place and for protecting the passenger from the moving parts of the bicycle.

(Amended by Stats. 2009, Ch. 594, Sec. 1. (SB 527) Effective January 1, 2010.)

21205. No person operating a bicycle shall carry any package, bundle or article which prevents the operator from keeping at least one hand upon the handlebars.

(Added by Stats. 1963, Ch. 479.)

21206. This chapter does not prevent local authorities, by ordinance, from regulating the registration of bicycles and the parking and operation of bicycles on pedestrian or bicycle facilities, provided such regulation is not in conflict with the provisions of this code.

(Amended by Stats. 1976, Ch. 751.)

21207. (a) This chapter does not prohibit local authorities from establishing, by ordinance or resolution, bicycle lanes separated from any vehicular lanes upon highways, other than state highways as defined in Section 24 of the Streets and Highways Code and county highways established pursuant to Article 5 (commencing with Section 1720) of Chapter 9 of Division 2 of the Streets and Highways Code.

(b) Bicycle lanes established pursuant to this section shall be constructed in compliance with Section 891 of the Streets and Highways Code.

(Amended by Stats. 1993, Ch. 517, Sec. 4. Effective January 1, 1994.)

21207.5. (a) Notwithstanding Sections 21207 and 23127 of this code, or any other law, a motorized bicycle shall not be operated on a bicycle path or trail, bikeway, bicycle lane established pursuant to Section 21207, equestrian trail, or hiking or recreational trail, unless it is within or adjacent to a roadway or unless the local authority or the governing body of a public agency having jurisdiction over the path or trail permits, by ordinance, that operation.

(b) The local authority or governing body of a public agency having jurisdiction over an equestrian trail, or hiking or recreational trail, may prohibit, by ordinance, the operation of an electric bicycle or any class of electric bicycle on that trail.

(c) The Department of Parks and Recreation may prohibit the operation of an electric bicycle or any class of electric bicycle on any bicycle path or trail within the department's jurisdiction.

(Amended by Stats. 2022, Ch. 343, Sec. 1. (AB 1909) Effective January 1, 2023.)

21208. (a) Whenever a bicycle lane has been established on a roadway pursuant to Section 21207, any person operating a bicycle upon the roadway at a speed less than the normal speed of traffic moving in the same direction at that time shall ride within the bicycle lane, except that the person may move out of the lane under any of the following situations:

(1) When overtaking and passing another bicycle, vehicle, or pedestrian within the lane or about to enter the lane if the overtaking and passing cannot be done safely within the lane.

(2) When preparing for a left turn at an intersection or into a private road or driveway.

(3) When reasonably necessary to leave the bicycle lane to avoid debris or other hazardous conditions.

(4) When approaching a place where a right turn is authorized.

(b) No person operating a bicycle shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal in the manner provided in Chapter 6 (commencing with Section 22100) in the event that any vehicle may be affected by the movement.

(Amended by Stats. 1996, Ch. 674, Sec. 5. Effective January 1, 1997.)

21209. (a) No person shall drive a motor vehicle in a bicycle lane established on a roadway pursuant to Section 21207 except as follows:

(1) To park where parking is permitted.

(2) To enter or leave the roadway.

(3) To prepare for a turn within a distance of 200 feet from the intersection.

(b) This section does not prohibit the use of a motorized bicycle in a bicycle lane, pursuant to Section 21207.5, at a speed no greater than is reasonable or prudent, having due regard for visibility, traffic conditions, and the condition of the roadway surface of the bicycle lane, and in a manner which does not endanger the safety of bicyclists.

(Amended by Stats. 1988, Ch. 262, Sec. 1.)

21210. No person shall leave a bicycle lying on its side on any sidewalk, or shall park a bicycle on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic. Local authorities may, by ordinance or resolution, prohibit bicycle parking in designated areas of the public highway, provided that appropriate signs are erected.

(Added by Stats. 1976, Ch. 751.)

21211. (a) No person may stop, stand, sit, or loiter upon any class I bikeway, as defined in subdivision (a) of Section 890.4 of the Streets and Highways Code, or any other public or private bicycle path or trail, if the stopping, standing, sitting, or loitering impedes or blocks the normal and reasonable movement of any bicyclist.

(b) No person may place or park any bicycle, vehicle, or any other object upon any bikeway or bicycle path or trail, as specified in subdivision (a), which impedes or blocks the normal and reasonable movement of any bicyclist unless the placement or parking is necessary for safe operation or is otherwise in compliance with the law.

(c) This section does not apply to drivers or owners of utility or public utility vehicles, as provided in Section 22512.

(d) This section does not apply to owners or drivers of vehicles who make brief stops while engaged in the delivery of newspapers to customers along the person's route.

(e) This section does not apply to the driver or owner of a rubbish or garbage truck while actually engaged in the collection of rubbish or garbage within a business or residence district if the front turn signal lamps at each side of the vehicle are being flashed simultaneously and the rear turn signal lamps at each side of the vehicle are being flashed simultaneously.

(f) This section does not apply to the driver or owner of a tow vehicle while actually engaged in the towing of a vehicle if the front turn signal lamps at each side of the vehicle are being flashed simultaneously and the rear turn signal lamps at each side of the vehicle are being flashed simultaneously.

(Amended by Stats. 2001, Ch. 127, Sec. 7. Effective July 30, 2001.)

21212. (a) A person under 18 years of age shall not operate a bicycle, a nonmotorized scooter, or a skateboard, nor wear in-line or roller skates, nor ride upon a bicycle, a nonmotorized scooter, or a skateboard as a passenger, upon a street, bikeway, as defined in Section 890.4 of the Streets and Highways Code, or any other public bicycle path or trail unless that person is wearing a properly fitted and fastened bicycle helmet that meets the standards of either the American Society for Testing and Materials (ASTM) or the United States Consumer Product Safety Commission (CPSC), or standards subsequently established by those entities. This requirement also applies to a person who rides upon a bicycle while in a restraining seat that is attached to the bicycle or in a trailer towed by the bicycle.

(b) A helmet sold or offered for sale for use by operators and passengers of bicycles, nonmotorized scooters, skateboards, or in-line or roller skates shall be conspicuously labeled in accordance with the standard described in subdivision (a), which shall constitute the manufacturer's certification that the helmet conforms to the applicable safety standards.

(c) A person shall not sell, or offer for sale, for use by an operator or passenger of a bicycle, nonmotorized scooter, skateboard, or in-line or roller skates any safety helmet that is not of a type meeting requirements established by this section.

(d) A charge under this section shall be dismissed when the person charged alleges in court, under oath, that the charge against the person is the first charge against that person under this section, unless it is otherwise established in court that the charge is not the first charge against the person.

(e) (1) Except as provided in subdivision (d), a violation of this section is an infraction punishable by a fine of not more than twenty-five dollars (\$25).

(2) The parent or legal guardian having control or custody of an unemancipated minor whose conduct violates this section shall be jointly and severally liable with the minor for the amount of the fine imposed pursuant to this subdivision.

(f) A record of the action shall not be transmitted to the court and a fee shall not be imposed pursuant to Section 40611 upon a citation for not wearing a properly fitted and fastened bicycle helmet pursuant to subdivision (a) if the parent or legal guardian of the person described in subdivision (a) delivers proof to the issuing agency within 120 days after the citation was issued that the person has a helmet meeting the requirements specified in subdivision (a) and the person has completed a local bicycle safety course or a related safety course, if one is available, as prescribed by authorities in the local jurisdiction.

(g) Notwithstanding Section 1463 of the Penal Code or any other law, the fines collected for a violation of this section shall be allocated as follows:

(1) Seventy-two and one-half percent of the amount collected shall be deposited in a special account of the county health department, to be used for bicycle, nonmotorized scooter, skateboard, and in-line and roller skate safety education and for

assisting low-income families in obtaining approved bicycle helmets for persons under 18 years of age, either on a loan or purchase basis. The county may contract for the implementation of this program, which, to the extent practicable, shall be operated in conjunction with the child passenger restraint program pursuant to Section 27360.

(2) Two and one-half percent of the amount collected shall be deposited in the county treasury to be used by the county to administer the program described in paragraph (1).

(3) If the violation occurred within a city, 25 percent of the amount collected shall be transferred to, and deposited in, the treasury of that city. If the violation occurred in an unincorporated area, this 25 percent shall be deposited and used pursuant to paragraph (1).

(Amended by Stats. 2019, Ch. 497, Sec. 273. (AB 991) Effective January 1, 2020.)

21213. (a) A person under 16 years of age shall not operate a class 3 electric bicycle.

(b) A person shall not operate a class 3 electric bicycle, or ride upon a class 3 electric bicycle as a passenger, upon a street, bikeway, as defined in Section 890.4 of the Streets and Highways Code, or any other public bicycle path or trail, unless that person is wearing a properly fitted and fastened bicycle helmet that meets the standards of either the American Society for Testing and Materials (ASTM) or the United States Consumer Product Safety Commission (CPSC), or standards subsequently established by those entities. This helmet requirement also applies to a person who rides upon a class 3 electric bicycle while in a restraining seat that is attached to the bicycle or in a trailer towed by the bicycle.

(Added by Stats. 2015, Ch. 568, Sec. 6. (AB 1096) Effective January 1, 2016.)

21214. (a) On or before January 1, 2026, the Mineta Transportation Institute at San Jose State University, in consultation with relevant stakeholders, shall conduct a study on electric bicycles to inform efforts to improve the safety of all users of the transportation system, and submit a report of the findings from the study to the Legislature. The study shall examine, identify, and analyze available information, including, but not be limited to, all of the following topics:

- (1) Data on injuries, crashes, emergency room visits, and deaths related to bicycles and electric bicycles.
- (2) Factors and circumstances that are correlated with the crashes of bicycles and electric bicycles.
- (3) Best practices for policy to promote safe use of electric bicycles.
- (4) Laws in other state vehicle codes pertaining to electric bicycles.
- (5) Data on the safety impacts from electric bicycle components and accessories including, but not limited to, headlights, speedometers, brakes, tires, bells, and reflectors.
- (6) Data on the safety performance of electric bicycle batteries.
- (7) Data on the manufacturing of electric bicycles, including, but not limited to, the market of electric bicycles, manufacturer information, sales patterns, and the number of electric bicycles on California roads, including the usage by city and the reasons behind the usage.
- (8) Review of policies that other countries with high electric bicycle ridership use to promote the safe use of electric bicycles, including, but not limited to, cyclist and driver training, street infrastructure policy, and insurance or licensing requirements.
- (9) Recommendations for state policy to support expanded use of electric bicycles that protects the safety of riders and other road users, including, but not limited to, recommendations on whether there are needed revisions to the Vehicle Code, and improved data collection on electric bicycles.

(b) (1) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

(2) Pursuant to Section 10231.5 of the Government Code, this section is repealed on January 1, 2030.

(Added by Stats. 2023, Ch. 869, Sec. 2. (SB 381) Effective January 1, 2024. Repealed as of January 1, 2030 by its own provisions.)

21214.5. (a) This section shall be known, and may be cited, as the Marin Electric Bicycle Safety Pilot Program.

(b) A local authority within the County of Marin, or the County of Marin in unincorporated areas, may, by ordinance or resolution, prohibit a person under 16 years of age from operating a class 2 electric bicycle.

(c) A local authority within the County of Marin, or the County of Marin in unincorporated areas, may, by ordinance or resolution, require a person operating a class 2 electric bicycle to wear a bicycle helmet, as described in subdivision (b) of

Section 21213.

(d) (1) An ordinance or resolution adopted pursuant to this section shall make a violation punishable by warning notices for the first 60 days after the prohibition comes into effect.

(2) An ordinance or resolution prohibiting a person under 16 years of age from operating a class 2 electric bicycle shall make, after the first 60 days the prohibition has been in effect, a violation an infraction punishable by a fine of twenty-five dollars (\$25). A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation of this infraction if the parent or legal guardian of the person who violated the prohibition delivers proof to the issuing agency within 120 days after the citation was issued that the person has completed an electric bicycle safety and training course pursuant to Section 894 of the Streets and Highways Code.

(3) An ordinance or resolution requiring a person operating a class 2 electric bicycle to wear a bicycle helmet shall make, after the first 60 days the prohibition has been in effect, a violation an infraction punishable by a fine of twenty-five dollars (\$25). A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation of this infraction if the person who violated the requirement, or if that person is an unemancipated minor, their parent or guardian, delivers proof to the issuing agency within 120 days after the citation was issued that the person has a helmet meeting the requirements specified in subdivision (a) of Section 21212 and the person has completed a local bicycle safety course or a related safety course, if one is available, as prescribed by authorities in the local jurisdiction.

(4) If the person who violates an ordinance or resolution adopted pursuant to this section is an unemancipated minor, the parent or legal guardian having control or custody of the minor shall be jointly and severally liable with the minor for the amount of any fine imposed pursuant to this subdivision.

(e) (1) If an ordinance or resolution is adopted pursuant to this section, the county shall, by January 1, 2028, submit a report to the Legislature that includes all of the following:

(A) The total number of traffic stops initiated for violations.

(B) The results of the traffic stops, including whether a warning or citation was issued, property was seized, or an arrest was made.

(C) The number of times a person was stopped for allegedly operating a class 2 electric bicycle while under 16 years of age but was found to be over the age limit.

(D) If a warning or citation was issued, a description of the warning or the violation cited.

(E) If an arrest or traffic stop was made, the offense cited by the officer for the arrest or traffic stop and the perceived race or ethnicity, gender, and approximate age of the person stopped, provided that the identification of these characteristics is solely based on the observation and perception of the peace officer who initiated the traffic stop.

(F) The actions taken by a peace officer during the traffic stops, including, but not limited to, all of the following:

(i) Whether the peace officer asked for consent to search the person, and, if so, whether consent was provided.

(ii) Whether the peace officer searched the person or any property, and, if so, the basis for the search and the type of contraband or evidence discovered.

(iii) Whether the peace officer seized any property and, if so, the type of property that was seized and the basis for seizing the property.

(G) The number of times that a person under 16 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality in the six months prior to the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(H) The number of times that a person under 16 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality after the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(2) A report submitted pursuant to this section shall be submitted in compliance with Section 9795 of the Government Code.

(f) A local authority or the County of Marin shall administer a public information campaign for at least 30 calendar days prior to the enactment of an ordinance or resolution pursuant to this section, including public announcements in major media outlets and press releases.

(g) This section shall become inoperative on January 1, 2029, and as of that date is repealed.

(Added by Stats. 2024, Ch. 1005, Sec. 1. (AB 1778) Effective January 1, 2025. Repealed as of January 1, 2029, by its own provisions.)

21214.7. (a) This section shall be known, and may be cited, as the San Diego Electric Bicycle Safety Pilot Program.

(b) A local authority within the County of San Diego, or the County of San Diego in unincorporated areas, may, by ordinance or resolution, prohibit a person under 12 years of age from operating a class 1 or 2 electric bicycle.

(c) (1) A violation of an ordinance or resolution adopted pursuant to this section shall be punishable as follows:

(A) For the first 60 days after the prohibition comes into effect, a warning notice.

(B) After the first 60 days, a violation of the ordinance or resolution shall be an infraction punishable by a fine of twenty-five dollars (\$25).

(2) A record of the action shall not be transmitted to the court and a fee shall not be imposed upon a citation for this infraction if the parent or legal guardian of the person who violated the prohibition delivers proof to the issuing agency within 120 days after the citation was issued that the person has completed an electric bicycle safety and training program pursuant to Section 894 of the Streets and Highways Code.

(3) If an unemancipated minor violates an ordinance or resolution adopted pursuant to this section, a parent or legal guardian with control or custody of the minor shall be jointly and severally liable with the minor for the amount of a fine imposed pursuant to this subdivision.

(d) (1) If an ordinance or resolution is adopted pursuant to this section, the county shall, by January 1, 2028, submit a report to the Legislature that includes all of the following:

(A) The total number of traffic stops initiated for a violation of the ordinance or resolution adopted pursuant to this section.

(B) The results of those traffic stops, including whether a warning or citation was issued, property was seized, or an arrest was made.

(C) The number of times a person was stopped for allegedly operating a class 1 or class 2 electric bicycle while under 12 years of age but was found to be over the age limit.

(D) If a warning or citation was issued, a description of the warning or the violation cited.

(E) If an arrest or traffic stop was made, the offense cited by the officer for the arrest or traffic stop and the perceived race or ethnicity, gender, and approximate age of the person stopped, provided that the identification of these characteristics is solely based on the observation and perception of the peace officer who initiated the traffic stop.

(F) The actions taken by a peace officer during a traffic stop, including, but not limited to, all of the following:

(i) Whether the peace officer asked for consent to search the person and, if so, whether consent was provided.

(ii) Whether the peace officer searched the person or property, and, if so, the basis for the search and the type of contraband or evidence discovered.

(iii) Whether the peace officer seized property and, if so, the type of property that was seized and the basis for seizing the property.

(G) The number of times a person opted to complete, and did complete, the training course in lieu of paying the fine.

(H) The number of times that a person under 12 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality in the six months prior to the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(I) The number of times that a person under 12 years of age was operating an electric bicycle and was involved in a crash that resulted in a permanent, serious injury, as defined in Section 20001, or a fatality after the adoption of the ordinance or resolution, the cause of the crash, and the class of the electric bicycle that was being operated at the time of the crash.

(2) A report submitted pursuant to this section shall be submitted in compliance with Section 9795 of the Government Code.

(e) A local authority shall administer a public information campaign for at least 30 calendar days prior to the enactment of an ordinance or resolution adopted pursuant to this section, which shall include public announcements in major media outlets and press releases.

(f) This section shall remain in effect only until January 1, 2029, and as of that date is repealed.

(Added by Stats. 2024, Ch. 823, Sec. 1. (AB 2234) Effective January 1, 2025. Repealed as of January 1, 2029, by its own provisions.)

10.04.080 Motor-driven cycle.

A "motor-driven cycle" is any motorcycle with a motor that displaces less than one hundred fifty cubic centimeters. A motor-driven cycle does not include a motorized bicycle.

(Ord. 261 § 1(part), 1996).

10.12.100 Applicability of regulations.

The regulations set forth in this title shall give to every person operating a vehicle of any nature whatsoever upon any road, within the City and other places as provided in this title and, except as to those provisions which by their very nature can have no application, shall apply to every person riding a bicycle, riding, driving or leading any animal, and to pedestrians walking or running on the roadway.

(Ord. 261 § 1(part), 1996: Ord. 116 § 12009, 1973).

10.16.010 Driver's license required.

- A. No person shall drive a motor vehicle upon a road unless he then holds a valid driver's license issued under Division 6 of the California Vehicle Code, except such persons as are expressly exempted under the California Vehicle Code.
- B. No person shall drive any motorcycle, motor-driven cycle, or motorized bicycle upon a road, unless the person then holds a valid driver's license or endorsement issued under the California Vehicle Code for that class, except those persons who are expressly exempted under this code, or those persons specifically authorized to operate motorized bicycles with a valid driver's license of any class.

(Ord. 261 § 1(part), 1996).

Chapter 10.24 BICYCLES¹

Sections:

10.24.005 Bicycle defined.

A "bicycle" is a device upon which any person may ride, propelled exclusively by human power through a belt, chain or gears and having one or more wheels.

(Ord. 261 § 1(part), 1996).

10.24.010 Applicability of regulations.

Every person riding a bicycle upon a roadway has all the rights and is subject to all the duties applicable to the driver of a vehicle by this title except those provisions which by their very nature can have no application.

¹ Prior history: Ords. 116, U-53 and 226.

(Ord. 261 § 1(part), 1996).

10.24.020 Equipment requirements.

No person shall operate a bicycle on a road unless it is equipped as prescribed and required in Division 11, Chapter 1, Article 4 of the California Vehicle Code.

(Ord. 261 § 1(part), 1996).

10.24.030 Keeping to right required when.

- A. Any person operating a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction at such time shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:
1. When overtaking and passing another bicycle or vehicle proceeding in the same direction;
 2. When preparing for a left turn at an intersection or into a private road or driveway;
 3. When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge. For purposes of this section, a "substandard width lane" is a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane.
- B. Any person operating a bicycle upon a roadway which carries traffic in one direction only and has two or more marked traffic lanes, may ride as near the left-hand curb or edge of such roadway as practicable.

(Ord. 261 § 1(part), 1996).

10.24.040 Attaching to vehicles prohibited.

No person riding upon any bicycle, coaster, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle on the roadway.

(Ord. 261 § 1(part), 1996).

10.24.050 Carrying articles.

No person operating a bicycle shall carry any package, bundle or article which prevents the operator from keeping at least one hand upon the handlebars.

(Ord. 261 § 1(part), 1996).

10.32.010 Driving on right required—Exceptions.

Upon all roads, a vehicle shall be driven upon the right half of the road, except as follows:

- A. When overtaking and passing another vehicle proceeding in the same direction under the rules governing that movement;
- B. When placing a vehicle in a lawful position for, and when the vehicle is lawfully making, a left turn;

-
- C. When the right half of a road is closed to traffic under construction or repair;
 - D. Upon a road restricted to one-way traffic;
 - E. When the road is not of sufficient width;
 - F. When the vehicle is necessarily traveling so slowly as to impede the normal movement of traffic, that portion of the road adjacent to the right edge of the road may be utilized temporarily when in a condition permitting safe operation;
 - G. This section does not prohibit the operation of bicycles on any shoulder of a road, where the operation is not otherwise prohibited by this title.

(Ord. 261 § 1(part), 1996: Ord. 116 § 21650, 1973).

10.32.110 Unlawful riding.

- A. No person driving a motor vehicle shall knowingly permit any person to ride on any vehicle or upon any portion thereof not designed or intended for the use of passengers.
- B. No person shall ride on any vehicle or upon any portion thereof not designed or intended for the use of passengers.
- C. Subsections A and B of this section shall not apply to any employee engaged in the necessary discharge of his duty or in the case of persons riding completely within or upon vehicle bodies in spaces intended for any load on the vehicle.
- D. No person shall drive a motor vehicle that is towing a trailer coach, camp trailer, or trailer carrying any vessel, containing any passenger, except when a trailer carrying or designed to carry a vessel is engaged in the launching or recovery of the vessel.
- E. No person shall knowingly drive a motor vehicle which is towing any person riding upon any motorcycle, motorized bicycle, bicycle, coaster, roller skates, sled, skis or toy vehicle.
- F. Subsection D of this section shall not apply to a trailer coach being towed with a fifth-wheel device if the trailer coach is equipped with safety glazing materials wherever glazing materials are used in windows or doors, with an audible or visual signaling device which a passenger inside the trailer coach can use to gain the attention of the motor vehicle driver, and with at least one unobstructed exit capable of being opened from both the interior and exterior of the trailer coach.

(Ord. 261 § 1(part), 1996: Ord. 116 § 21658, 1973).

10.36.060 Authorized emergency vehicles.

Upon the immediate approach of an authorized emergency vehicle which is sounding a siren and which has at least one lighted lamp exhibiting red light that is visible, under normal atmospheric conditions, from a distance of one thousand feet to the front of the vehicle, the surrounding traffic shall, except as otherwise directed by a traffic officer or Deputy Sheriff, do the following:

- A. The driver of every other vehicle shall yield the right-of-way and shall immediately drive to the right-hand edge or curb of the road, clear of any intersection, and thereupon shall stop and remain stopped until the authorized emergency vehicle has passed.
- B. All pedestrians upon the road (including those riding bicycles, skateboards, roller skates or horses) shall proceed to the nearest curb or place of safety and remain there until the authorized emergency vehicle has passed.

(Ord. 261 § 1(part), 1996).

10.64.160 Motor vehicles and bicycles on horseback riding trails.

No person shall operate an unauthorized motor vehicle or bicycle on any state, county, city, private or district horseback riding trail.

For the purpose of this section "unauthorized motor vehicle or bicycle" means any motor vehicle or bicycle that is driven or ridden upon a horseback riding trail without the written permission of an agent or the owner of the trail.

This section does not apply to the operation of an authorized emergency or maintenance vehicle on a horseback riding trail whenever necessary in furtherance of the purpose for which the vehicle has been classed as an authorized emergency vehicle.

(Ord. 261 § 1(part), 1996).

E-bike resources, reports, and article links

Irvine Transportation Commission to Propose E-bike Safety Ordinance - Irvine Watchdog

May 16, 2023 City Council meeting

- Update the Municipal Code to include a definition of an e-bike and identify their individual classes
- Update the definition of a “highway” to coincide with the California Vehicle Code
- Preclude e-bike owners from tampering with or modifying their e-bike in order to change the speed capability of the bicycle
- Set a speed limit for e-bikes on highways (28 mph) and a separate speed limit for all bicyclists and e-bike operators on bike paths and trails in Irvine (20 mph)
- Require all bicycle and e-bike operators to yield the right-of-way to all pedestrians and vehicles when entering a highway from an alley, driveway, bike path, or sidewalk
- Mandate all bicyclists, e-bike, electric scooter, and electric skateboard operators to travel in the same direction as vehicles are required to be driven upon the roadway; regardless of whether the operator is on a highway or in a bike lane. This section would also apply to all sidewalks less than 8 feet in width or wherever posted signs prohibit traveling in the opposite direction as vehicular traffic
- Require all bicycles and e-bike passengers to have their own separate seat
- Disallow the operation of e-bikes in the Open Space Area (as defined in IMC 3-4-128)
- Remove all bicycle licensing requirements to align with California Assembly Bill (AB) 1909

Manhattan Beach – urgency ordinance: 638297049227770000 (manhattanbeach.gov)

- Prohibits riding on City sidewalks, plazas, grass areas, the Strand, parking structures owned or operated by the City, County, or State, and Veterans Parkway.
- Prohibits riding at speeds over 15 miles per hour on the Marvin Braude Bike Trail (i.e. Beach Bike Path), and maintains the current “Walk Only Zone” on both sides of the pier.
- Requires wearing of properly strapped helmets for all riders under 18 years of age;
- Requires riders to use bike lanes where possible, and on streets without bike lanes, to ride close to the right curb or edge of roadway.
- Requires riders to ride in single file and not more than two abreast.
- Prohibits riding on the back of a bicycle or e-bike without a seat.
- Prohibits speeding, racing, or stunt activity.
- Reaffirms requirements to yield to pedestrians at all times.

Hermosa Beach: Strand Pedestrian Safety Pilot Project | City of Hermosa Beach

- All motors to be turned off on e-bikes and e-scooters when on the Strand;
- Cyclists traveling on the Strand shall not exceed 8 miles per hour;
- Cyclists must dismount and walk bikes and e-bikes on the Strand between 11th and 14th streets;
- Cyclists under the age of 18 must wear helmets – although helmets are strongly recommended for all ages.

El Segundo: E-Bike Safety | El Segundo Police Department (elsegundopd.org)

Rules of the Road

All cyclists (e-bike riders included) are subject to all the same rules of the road as motorists. Cyclists who don't follow the rules are subject to ticketing and fines as defined by the California Vehicle Code or local Municipal Code.

Make sure to follow these guidelines:

- Cyclists 17 years and under must wear a helmet.
- Traffic lights, signs, and signals apply to all road users, including e-bike riders.
- If you're riding slower than traffic, ride in the bike lane. You can leave the bike lane to turn left, pass someone, avoid a road hazard or avoid cars turning right.
- Sidewalks and cross walks are meant for pedestrians. Dismount and walk your e-bike in these areas. You must stop at crosswalks for pedestrians.
- Be aware of other road users, and try to match the average speed. This means riding slowly in areas with pedestrians.
- Must stop at red lights.
- Must stop before right turn at red lights.
- Must stop at stop signs.
- Weaving in and out of traffic is prohibited.
- Riding against the flow of traffic is prohibited.
- Cyclists must ride to the right edge of road as practical.
- Proper reflective equipment must be used during night operation.
- When a bicycle lane is available, bicyclists are required to use the bike lane unless they are traveling as fast as traffic.
- It is illegal to carry passengers on your e-bike unless your bike has an extra permanent seat or when using a child safety seat.

City of Torrance: Electric Bikes (E-Bikes) | City of Torrance (torranceca.gov)

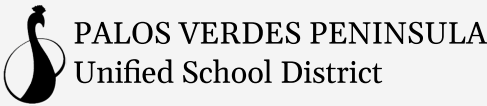
- TMC 62.1.3 RIDING IN A GROUP.
Persons operating bicycles upon a roadway shall not ride more than two (2) abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.
- TMC 62.1.4 RIDING ON SIDEWALKS.
 - a) No person shall ride a bicycle upon a sidewalk within any business district or upon the sidewalk adjacent to any public school building, church, recreation center or playground.
 - b) Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian, and when overtaking or passing a pedestrian, after giving an audible signal, shall at all times, pass to the left of such pedestrian.
- TMC 62.1.5 BICYCLE PATHS.
Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall use such path and shall not use the roadway.
- TMC 62.1.7 DISMOUNT IN CROSSWALK.
Every bicycle operator using a crosswalk to cross an intersection shall dismount to cross.
- TMC 62.1.8 PARKING.
(Amended by O-3849)
 - a) No person shall park a bicycle upon a public street or roadway.

- b) It is permissible to park upon a sidewalk in a rack to support the bicycle or against a building or upon a sidewalk in such a manner as to afford the least obstruction to pedestrian traffic.
- c) No person shall leave a bicycle standing, unattended or otherwise parked upon the driveways, paths, or grounds of the Civic Center of the City of Torrance. Bicycles may only be parked in designated bicycle rack areas.
- d) Any person who violates subsection (a), subsection (b), or subsection (c) of this section, will be guilty of an infraction.

City

Regulations/Resources

	Helmet Requirement	Speed Limits	Yielding to Pedestrians	Prohibition on City Trails	Bicycle License Requirement	Separate Seat Requirement for Passengers	Dedicated City Webpage (safety info / rules)	E-bike Safety Events / Workshops	Open Space Prohibition
Rolling Hills Estates				X					
Rolling Hills			X	X					
Rancho Palos Verdes				X					X
Palos Verdes Estates									
Torrance			X				X		
Lomita									
Redondo Beach									
Hermosa Beach	X	X					X		
Manhattan Beach	X	X	X	X		X	X	X	X
El Segundo	X	X	X			X	X		
West Lake Village							X		



Search this site

[Curriculum](#) » E-Bike Safety Program

E-Bike Safety Program

We are excited to announce a new district-wide e-bike safety initiative for the 2025-26 school year, designed to enhance the safety of students who ride e-bikes to school. **Starting September 2, 2025**, all PVPUSD students who wish to park their e-bikes on campus must complete an e-bike safety course and registration process.

Given the rise in e-bike use across Palos Verdes, this initiative will provide essential education on safe riding practices to ensure the safety of both riders and others in our community. Please note that e-bikes are permitted on PVPUSD campuses only for students in grades 4 and above.

In order to get a head start on e-bike safety, you can also have your student take this [free safety and training course](#) designed and offered by the California Highway Patrol. It is a good way to help orient our e-bike riders to the rules of the road and ride more safely. This course will **not** fulfill the requirements for a sticker but will help your student be safer on the road.

PVPUSD currently has approved 3 approved safety courses for families to choose from:

1. [Pedal Ace](#)

Fully online
Approximately 2 hours
55 lessons, 8 chapter quizzes, and 1 final exam
[Click here to sign up!](#)

2. [E-bike Sense](#)

In-Person
Two in-person options: 75-minute and 2-hour options based on students' needs
You can also put use PV25 to get \$25 off
Includes a bike check, a helmet check, and a brake check
Schedule will be based on the availability of the instructor
[Click here to sign up!](#)

3. [PVE Police Dept](#)

In-Person
Parent/Guardian MUST also attend
No Cost
Dates will be sent at a later time

Once you have a certificate, please [fill out the survey and upload your certificate](#).
Office managers will begin distributing stickers in August 2025.

[Educational Services Home](#)

[Curriculum](#)

[Alternative Instruction](#)

[Career Technical Education & Dual Enrollment](#)

[Content Standards](#)

[Course Handbooks](#)

[Curriculum and Instructional Materials](#)

[Curriculum Webinar Series](#)

[Diplomas - State Seals](#)

[Dual Immersion](#)

[E-Bike Safety Program](#)

[English Language Arts](#)

[English Language Development](#)

[GATE](#)

[Independent Study P.E.](#)

[Instructional Coaches](#)

E-Bike Reminders

- 🔊 If your e-bike has no pedals (e.g. Surron E-Bikes) and can't be powered by human effort, it is **not** an e-bike!
- 🔊 All riders must follow traffic rules—stop at signs and obey speed limits.
- 🔊 Riders under 16 cannot ride Class III e-bikes.

Our local police departments are strictly enforcing these rules!

Additional E-Bike Safety Resources

[State of California DMV Department of Motor Vehicles](#), Motorcycle Handbook (Scroll down to Electric Bicycles & Motorized Scooter)
[South Bay Bicycle Coalition Plus](#), Bike Safety - [Rules of the Road](#)
Beach Cities Health District - [Streets For All](#)
[Beach Cities Health District - Bicycle Safety Tips](#)

PVPUSD does not endorse or promote the use of e-bikes. However, recognizing that many families choose this option, the District aims to support student safety by requiring the completion of an e-bike safety course.

E-Bike Safety Course Flyer PVEPD

If you want to open the file instead of downloading it:

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- PVPUSD Internship Programs
- Math
- Request for Placement
- Science Research & Fairs
- Social Emotional Learning
- Software Licenses

E-bike Flyer

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Palos Verdes Infographic E-Vehicle Safety v2

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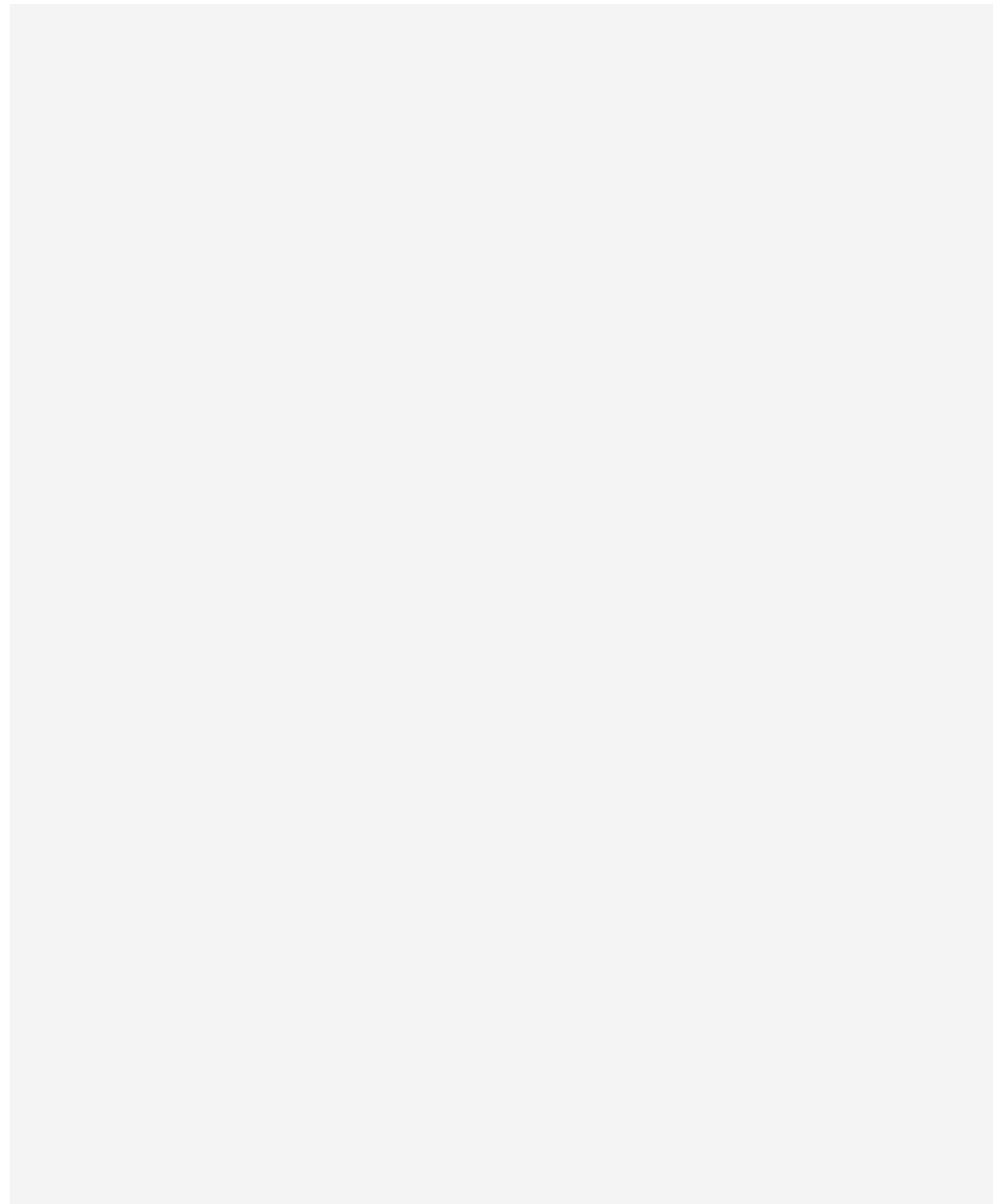
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What Classifies as an E-Bike?

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2025 Legislative Watch

CalBike sponsors and advocates for legislation that makes California streets safer for people who walk and bike for everyday transportation.

The California Bicycle Coalition is your voice in Sacramento for state policies that enable your community and your neighbors to feel safe and comfortable using active transportation. We update our Legislative Watch regularly.

Using CalBike's Legislative Watch table

All the bills we're sponsoring, supporting, watching, and opposing are in the chart below. You can use the Search box at the top right to search for a term in any field or column and view a chart showing only your search results. You can also search for a term in a specific column by typing that into the gray box at the top of the column. For example, if you want to see all the bills on the topic of e-bikes, type "e-bikes" into the gray search box above the Topic column or in the Search box. Only the e-bike bills will appear.

We've color-coded the chart for ease: Bills we're sponsoring are orange, bills we're opposing are yellow, and our Active Transportation Slate, the rest of the bills we're supporting, are green.

Search:

BILL	#	AUTHOR & TITLE	POSITION	DESCRIPTION	STATUS	TOPIC
AB	954	Bennett: Caltrans Bike Highway System	Sponsor	This bill would include Bike Highways within the state interregional planning process.	Senate Appropriations Committee	Infrastructure



BILL	#	AUTHOR & TITLE	POSITION	DESCRIPTION	STATUS	TOPIC
AB	891	Zbur: Caltrans Quick-Build Program	Sponsor	This bill would establish the Quick-Build Project Pilot Program within Caltrans to expedite, develop, and implement low-cost projects on the state highway system.	Senate Appropriations Committee	Quick-Build
AB	382	Berman: Speed Limits Near Schools	Support	This bill lowers speed limits around schools to 20 mph and allows for other standards to be using other than “when children are present.	Senate Appropriations Committee	Safety
AB	612	Rogers: Highway Design Manual: Increase Fire Department Authority	Oppose	This bill would require Caltrans to update the Highway Design Manual to direct local governments to consult with local fire departments when making road improvements to ensure the improvements do not negatively impact emergency response times.	Died	Infrastructure
AB	981	Gipson: Intelligent Speed Assistance for Dangerous Drivers	Support	This bill will require reckless drivers to install intelligent speed systems on their cars.	Two-year Bill	Safety
AB	1014	Rogers: Caltrans Slower Streets	Support	This bill would authorize Caltrans to lower speed limits on state highways.	Senate Appropriations Committee	Safety
AB	1085	Stefani: License Plate Covers	Support	This bill would further prohibit drivers from obscuring their license plates and further prohibit the manufacture of these products and devices in the state.	Senate Appropriations Committee	Safety
AB	1132	Schiavo: Roads to Resilience Act	Support	This bill would require Caltrans to identify key community resilience indicators for measuring the impacts of climate-induced transportation disruptions.	Died	Climate Change
SB	71	Wiener: CEQA Exemption for Active Transit	Support	This bill would extend the CEQA exemption indefinitely for transit and active transportation projects.	Assembly Appropriations Committee	Infrastructure
SB	572	Gonzalez: Advanced Driver Assistance System Accountability	Support	This bill would will require manufacturers of Level 2 advanced driver assistance system (ADAS) vehicles to report collisions to the Department of Motor Vehicles (DMV) if the federal government ceases requiring crash reporting.	Assembly Appropriations Committee	Safety
SB	671	Cervantes: Safer Pedestrian Crossings	Support	This bill would require the walk indication and other visual signals at crosswalks to comply with CA MUTCD.	Assembly Appropriations Committee	Safety

BILL	#	AUTHOR & TITLE	POSITION	DESCRIPTION	STATUS	TOPIC
SB	720	Ashby: Red Light Camera Reform	Support	This bill would additionally authorize a city, county, or city and county to establish an automated traffic enforcement system program to use those systems to detect a violation of a traffic control signal.	Asm Privacy and Consumer Protection	Safety
AB	544	Davies: E-bike reflector requirement	Watch	This bill would require an electric bicycle during all hours to be equipped with a red reflector or a solid or flashing red light with a built-in reflector on the rear that is visible from a distance of 500 feet to the rear.	Signed by Governor	E-Bikes
AB	545	Davies: E-bike application modification	Watch	This bill would prohibit a person from selling an application that can modify the speed capability of an e-bike.	Signed by Governor	E-Bikes
AB	875	Muratsuchi: Illegal Electric Motorcycles	Watch	This bill would further allow police officers to remove illegal electric bicycles.	Senate Appropriations Committee	E-Bikes
AB	965	Dixon: E-Bike purchases	Watch	This bill would prohibit a person from selling a new electric bicycle to a person under 16 years of age.	Senate Appropriations Committee	E-Bikes
AB	1243	Addis: Polluters Pay Climate Superfund Act of 2025	Watch	This bill would enact the Polluters Pay Climate Superfund Act of 2025 and would establish the Polluters Pay Climate Superfund Program to be administered by the California Environmental Protection Agency to require fossil fuel polluters to pay their fair share of the damage caused by greenhouse gases released into the atmosphere.	2-year Bill	Funding
AB	1275	Elhawary: Regional Housing Needs and Transportation Plans	Watch	This bill would harmonize the regional housing needs allocation process with the regional transportation plan and sustainable community strategy processes to ensure the needs of both existing populations and projected populations are met, and to ensure local governments have plans for sufficient housing in climate-friendly locations near transit, jobs, and services.	Senate	Infrastructure
SB	63	Wiener/Arreguin: San Francisco Bay Area Local Revenue Measure	Watch	This bill would authorize the Metropolitan Transportation Commission to propose a revenue measure to the voters in its jurisdiction to fund the operation, expansion, and transformation of the San Francisco Bay area's public	Assembly Appropriations Committee	Funding

BILL	#	AUTHOR & TITLE	POSITION	DESCRIPTION	STATUS	TOPIC
				transportation system, as well as other transportation improvements.		
SB	78	Seyarto: Study for Road and Safety Improvements	Watch	This bill would require caltrans to conduct a study to identify certain locations in the state highway system with regard to vehicle collisions, projects that could improve road safety at each of those locations	Assembly Appropriations Committee	Safety
SB	455	Blakespear: E-Bikes	Watch	This bill would revise labeling requirements for e-bikes, clarify that illegal electric motorcycles cannot be sold as e-bikes, and require manufacturers to notify consumers if they purchased any product sold as an illegal e-bike.	Died	E-Bikes
SB	586	Jones: EMotos	Watch	This bill would define "eMotos" as off-highway vehicles.	Assembly Appropriations Committee	E-Bikes

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City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.B.

Meeting Date: 8/11/2025

To: City Council
From: Karina Bañales, City Manager
Thru: Karina Bañales, City Manager
Subject: Receive and file Code Enforcement Quarterly Report for the second quarter of 2025 (April 1 to June 30)

Background:

The Code Enforcement Division provides quarterly updates on cases, including dead vegetation and other code violations. The attachments summarize cases opened and closed during the second quarter, along with a cumulative list of open cases.

This report differs slightly from the previous quarterly update due to staff's review of case records to ensure they are properly documented and contain the most up-to-date information.

Discussion:

During the second quarter of 2025, seven code enforcement cases were opened (Attachment A). Of these:

- Three were vegetation-related,
- One was debris-related,
- One involved unpermitted structures or work, and
- Two were previously closed cases that have been reopened.

Since the last quarterly update, Code Enforcement is managing a total of 13 open cases (Attachment B). When property owners are unresponsive and remain out of compliance, cases are referred to the City Attorney's Office for further action. As a result, four cases have been assigned to the City Attorney for review (Attachment C), bringing the total to 17 active cases.

A total of thirteen cases were closed during this quarter (Attachment D), and since January 2025, 21 cases have been closed, including some that date back to 2023 (Attachment E).

Additional Information

The City has opened the Code Compliance Officer/Planning Technician position and extended a conditional job offer to a candidate who is currently completing the hiring process.

Fiscal Impact:

Code enforcement services are provided through a contract, with payment made from the General Fund.

Recommendation:

Receive and file.

Attachments:

1. Attachment A - Second Quarter Open Cases
2. Attachment B - Second Quarter Total Open Cases
3. Attachment C - Second Quarter City Attorney Review
4. Attachment D - Second Quarter Closed Cases
5. Attachment E - Second Quarter Total Closed Cases



City of Rolling Hills
Open Cases
Second Quarterly Update

Case #	Case Date	Address of Violation	Description	Follow UP	Case Status	Open Cases Updates
459	6/24/2025	12 Caballeros rd.	Overgrown vegetation	NOV	Open	Progress is being made in this case. Significant improvement.
458	6/24/2025	16 Buggy Whip	Overgrown vegetation		Open	Staff is scheduled to meet with resident in the coming week to discuss the overgrown tree that is now over the hedge.
453	5/1/2025	6 Running Brand rd.	Debris/Miscellaneous/nuisance		Open	CEO will proceed with final notice to abate.
452	4/22/2025	2 Crest Rd. E	Dead Tree	Final NOV	Open	Final Letter to abate has been sent.
449	4/3/2025	35 Chuckwagon Road	Unpermitted structure		Open	The resident needs to do a formal submittal and a Site Plan Review/Variance for their deck. The Assistant Planner has been assigned to this case.
361	6/13/2023	26 Chuckwagon Rd.	Aggressive Dog		Re-opened	The CEO has visited the dog owner on multiple occasions. The Carson Animal Shelter also visited and stated they would not take the dogs. Most recently, the owner has made an effort to keep the dogs indoors, walk them on a leash, and take them out during late evening hours. However, the City Manager is working with the City Attorney to address this matter at the City Council level. This case has been opened and closed multiple times due to the owner temporarily coming into compliance and then falling out of compliance again.



City of Rolling Hills
Open Cases
Second Quarterly Update

Case #	Case Date	Address of Violation	Description	Follow UP	Case Status	Open Cases Updates
67	11/2/2019	2951 Palos Verdes Drive	Red-tagged residence	Has an open public records request	Re-opened	CEO visited with the property owner and he is in the process of selling this property. He is aware of the red tag issues and is attempting to identify concerns before selling property.

Total Cases **7**

NOV Notice of Violation
CEO Code Enforcement Officer



City of Rolling Hills
Open Cases
Second Quarterly Update

Case #	Case Date	Address of Violation	Description	Follow UP	Case Status	Open Cases Updates
459	6/24/2025	12 Caballeros rd.	Overgrown vegetation	NOV	Open	Progress is being made in this case. Significant improvement.
458	6/24/2025	16 Buggy Whip	Overgrown vegetation		Open	Staff is scheduled to meet with resident in the coming week to discuss the overgrown tree that is now over the hedge.
453	5/1/2025	6 Running Brand rd.	Debris/Miscellaneous/nuisance		Open	CEO will proceed with final notice to abate.
452	4/22/2025	2 Crest Rd. E	Dead Tree	Final NOV	Open	Final Letter to abate has been sent.
449	4/3/2025	35 Chuckwagon Road	Unpermitted structure		Open	The resident needs to do a formal submittal and a Site Plan Review/Variance for their deck. The Assistant Planner has been assigned to this case.
447	3/27/2025	8 Bowie Rd.	Misc Debris Fire Hazard	Re-inspection	Open	Property is clearing debris, although it is not completed as of yet a fair amount has been removed. CEO will continue to monitor.
429	12/19/2024	20 Portuguese Bend Rd.	Fallen tree/ dead vegetation	Final NOV	Open	Resident is aware of the fallen trees, CEO will continue to work with resident to remove tree.
422	9/19/2024	10 Saddleback Road	Unpermitted loft		Open	This is on hold because the property owner has unpermitted lofts. The Planning staff is working with property owner.
401	1/14/2025	8 Quail Ridge Rd N	Unpermitted Building	Owner working with staff to obtain proper permits	Open	The property owner has applied for permits for a new horse stable but have not addressed the existing structure on their property. CEO reached out to the property owner by phone and email to see if they plan to add the structure to the permit or if they are going to file a second permit for the structure. CEO is awaiting a reply.



City of Rolling Hills
Open Cases
Second Quarterly Update

Case #	Case Date	Address of Violation	Description	Follow UP	Case Status	Open Cases Updates
382	11/2/2023	17 Eastfield Drive	Unpermitted construction.	Property listed for sale; owner still responsible for correction	Open	CEO sent an email to the property owner because they were unreachable by phone. Code Enforcement was advised that they reached out to Planning about setbacks but did not address the issue of permits for the structure.
364	6/22/2023	4 Possum Ridge Rd.	Unpermitted work/grading	Planning application required	Open	CEO tried reaching out to the property owner but has not been successful. There was also an attempt to contact the person in charge of the property trust, but there was no answer from them either. Code Enforcement went by the property and the status was the same. Code Enforcement will need follow up on this.
361	6/13/2023	26 Chuckwagon Rd.	Aggressive Dog		Re-opened	The CEO has visited the dog owner on multiple occasions. The Carson Animal Shelter also visited and stated they would not take the dogs. Most recently, the owner has made an effort to keep the dogs indoors, walk them on a leash, and take them out during late evening hours. However, the City Manager is working with the City Attorney to address this matter at the City Council level. This case has been opened and closed multiple times due to the owner temporarily coming into compliance and then falling out of compliance again.



City of Rolling Hills
Open Cases
Second Quarterly Update

Case #	Case Date	Address of Violation	Description	Follow UP	Case Status	Open Cases Updates
67	11/2/2019	2951 Palos Verdes Drive	Red-tagged residence	Has an open public records request	Re-opened	CEO visited with the property owner and he is in the process of selling this property. He is aware of the red tag issues and is attempting to identify concerns before selling property.

Total Cases 13

NOV Notice of Violation
CEO Code Enforcement Officer



City of Rolling Hills
City Attorney Review
Second Quarterly Update

Case #	Case Date	Address of Violation	Description	Main Status	Case Status
443	2/27/2025	77 Portuguese Bend rd.	Dried/Overgrown vegetation	City Attorney	Case has been forwarded to City Attorney. The owner has been non-responsive.
407	5/28/2024	10 Flying Mane Rd	Illegal grading and retaining walls	City Attorney	Under review by City Attorney .
367	7/13/2023	79 Eastfield Dr.	Overgrown vegetation/unfinished construction	City Attorney	The Receiver has secured bids for cleanup, demolition (including asbestos remediation), and erosion control. Because asbestos remediation requires a licensed contractor, the Receiver must first retain a qualified firm. Once selected,
361	6/13/2023	26 Chuckwagon Rd.	Aggressive Dog	Re-open	The CEO has visited the dog owner on multiple occasions. The Carson Animal Shelter also visited and stated they would not take the dogs. Most recently, the owner has made an effort to keep the dogs indoors, walk them on a leash, and take them out during late evening hours. However, the City Manager is working with the City Attorney to address this matter at the City Council level. This case has been opened and closed multiple times due to the owner temporarily coming into compliance and then falling out of compliance again.



City of Rolling Hills
Closed Cases
Second Quarterly Update

Case #	Case Date	Case Closed	Address of Violation	Description
455	6/3/2025	6/24/2025	2910 Palos Verdes Dr. N	Overgrown vegetation
438	2/6/2025	6/19/2025	1 Acacia	Dead vegetation
457	6/24/2025	6/17/2025	91 Crest Rd. E	Overgrown vegetation
451	4/10/2025	6/12/2025	26 Cinching Rd.	Illegal draining down driveway
454	5/6/2025	5/22/2025	35 Eastfield Dr.	Unpermitted Storage container
446	3/20/2025	5/22/2025	4 Maverick Ln.	Dead tree
382	11/2/2023	4/25/2025	17 Eastfield Drive	Unpermitted construction.
448	3/27/2025	4/22/2025	6 Ringibit W.	Dead tree located on a slope
417	8/20/2024	4/22/2025	74 Portuguese Bend Rd.	Unpermitted storage container
416	8/20/2024	4/22/2025	56 Portuguese Bend Rd.	Unpermitted storage container
440	2/20/2025	4/15/2025	67 Saddleback Rd.	Overgrown palm fronds
450	4/8/2025	4/8/2025	Teddy's Trail	Trail next to 8 Bowie Rd.
435	1/30/2025	4/1/2025	44 Portuguese Bend Road	Dead tree along roadside

Total Cases 13



City of Rolling Hills
Total Closed Cases
Second Quarterly Update

Case #	Case Date	Case Closed	Address of Violation	Description
455	6/3/2025	6/24/2025	2910 Palos Verdes Dr. N	Overgrown vegetation
438	2/6/2025	6/19/2025	1 Acacia	Dead vegetation
457	6/24/2025	6/17/2025	91 Crest Rd. E	Overgrown vegetation
451	4/10/2025	6/12/2025	26 Cinching Rd.	Illegal draining down driveway
454	5/6/2025	5/22/2025	35 Eastfield Dr.	Unpermitted Storage container
446	3/20/2025	5/22/2025	4 Maverick Ln.	Dead tree
382	11/2/2023	4/25/2025	17 Eastfield Drive	Unpermitted construction.
448	3/27/2025	4/22/2025	6 Ringibit W.	Dead tree located on a slope
417	8/20/2024	4/22/2025	74 Portuguese Bend Rd.	Unpermitted storage container
416	8/20/2024	4/22/2025	56 Portuguese Bend Rd.	Unpermitted storage container
440	2/20/2025	4/15/2025	67 Saddleback Rd.	Overgrown palm fronds
450	4/8/2025	4/8/2025	Teddy's Trail	Trail next to 8 Bowie Rd.
435	1/30/2025	4/1/2025	44 Portuguese Bend Road	Dead tree along roadside
445	3/11/2025	3/31/2025	28 Caballeros Rd	Overnight Parking
434	1/23/2025	3/25/2025	12 Crest Road E	Pine trees sprouted on property
433	1/21/2025	3/20/2025	59 Eastfield Dr.	Dead vegetation
436	1/30/2025	3/6/2025	88 Saddleback rd	Dead tree along the roadside
425	11/19/2024	3/6/2025	15 Bowie Rd	Misc debris in the front of the property
437	2/4/2025	2/20/2025	48 Saddleback Rd.	Overgrown palm fronds
432	1/14/2025	2/20/2025	25 Portuguese Bend Road	Dead Tree
431	1/7/2025	1/14/2025	74 Saddleback Rd.	Overgrown/dried vegetation

Total Cases 21



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 14.C.

Meeting Date: 8/11/2025

To: City Council

From: Karina Bañales, City Manager

Thru: Karina Bañales, City Manager

Subject: Consideration of authorizing the Mayor to Sign a Letter of Support for Assemblymember Muratsuchi's AB 986, which seeks to expand the definition of disasters under the California Emergency Services Act to include landslides and conditions intensified by climate change, and send to the California State Senate Appropriations Committee

Background:

Climate change-induced landslides have posed a severe threat to the City of Rancho Palos Verdes, the Palos Verdes Peninsula, and other regions across California. Rancho Palos Verdes (RPV), situated atop one of the largest and most active ancient landslide zones in the nation, has experienced this firsthand. The Portuguese Bend Landslide Complex has seen accelerated movement in recent years due to extreme weather cycles marked by prolonged drought followed by intense rainfall during the 2023-24 Winter Storms. In some parts, land movement had been measured at up to 12 inches per week, undermining the stability of homes, roads, and utilities.

This ongoing land movement has caused significant damage to public infrastructure and strained the RPV's finances. The ongoing rehabilitation of Palos Verdes Drive South has cost RPV and its ratepayers millions of dollars and continues to create traffic hazards. Homeowners in affected areas face structural damage, reduced property values, and the risk of evacuation as the land continues to shift beneath them.

Despite the increasing frequency and severity of such impacts, current California law does not explicitly classify landslides as disasters eligible for state emergency assistance. This gap prevents cities like Rancho Palos Verdes from accessing state resources and technical support that are urgently needed to respond to and recover from these ongoing events. Without this designation, local governments are left to shoulder the entire financial and logistical burden, which is unsustainable and leaves residents at heightened risk.

Discussion:

Rancho Palos Verdes has requested support from the City of Rolling Hills and the other Peninsula cities for Assemblymember Muratsuchi's AB 986. The legislation directly addresses the above-mentioned issue by updating the California Emergency Services Act to recognize landslides and

related geologic hazards, particularly those made worse by climate change, as valid grounds for declaring a state or local emergency. This change would empower communities like RPV to seek timely assistance from the state, expedite emergency declarations, and pursue critical mitigation and infrastructure protection measures before conditions worsen.

Staff requests that the City Council consider and provide authorization for the Mayor to sign a letter (Attachment A) similar to the samples provided (Attachments B-C).

Fiscal Impact:

None.

Recommendation:

Approve as presented or provide direction to staff.

Attachments:

1. Attachment A - CL_AGN_250811_CC_AB986_SupportLetter_RH_D
2. Attachment B - CL_AGN_250811_CC_AB986_SupportLetter_RPV
3. Attachment C - CL_AGN_250811_CC_AB986_SupportLetter_RHE



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
FAX (310) 377-7288

The Honorable Al Muratsuchi
Member, California State Assembly
1021 O Street, Suite 4220
Sacramento, CA 95814

**RE: AB 986 (Muratsuchi) - State and Local Emergency: Landslide and Climate Change.
Notice of SUPPORT**

Dear Assemblymember Muratsuchi:

The City of Rolling Hills is pleased to support your measure AB 986 (Muratsuchi), which would expand the definition of state and local emergencies to include landslides and preexisting conditions worsened by climate change.

The California Emergency Services Act (Act) authorizes the Governor to declare a state of emergency, and local officials and local governments to declare a local emergency, when specific conditions exist. The Act authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. The terms "state of emergency" and "local emergency" are defined as a duly proclaimed existence of disaster or extreme peril conditions to the safety of persons and property within the state. Such conditions are defined in law and inclusive of fire, storms, drought, riot, epidemic, or cyberterrorism, among others. Landslides, and climate change driven events, however, are not currently included in the definition of disaster causes and conditions.

This measure will support both the state and local governments when landslides and climate change cause catastrophic impacts to communities, roadways, and other infrastructure. When emergencies are declared, greater resources, funding, and authorities support the state and local governments in responding as expeditiously as possible to protect life and property.

For these reasons, the City of Rolling Hills is pleased to support AB 986 (Muratsuchi).

Sincerely,

Jeff Pieper
Mayor, City of Rolling Hills



DAVID L. BRADLEY, MAYOR
PAUL SEO, MAYOR PRO TEM
BARBARA FERRARO, COUNCILMEMBER
GEORGE LEWIS, COUNCILMEMBER
STEPHEN PERESTAM, COUNCILMEMBER

August 6, 2025

California State Senate
Appropriations Committee
1315 10th Street
Sacramento, CA 95814

RE: AB 986 (Muratsuchi) SUPPORT

To the California State Senate Appropriations Committee,

On behalf of the City of Rancho Palos Verdes, I am writing to express our strong support for AB 986 (Muratsuchi), which seeks to expand the definition of disasters under the California Emergency Services Act to include landslides and conditions intensified by climate change.

Climate change induced landslides have posed a severe threat to the City, the Palos Verdes Peninsula, and other regions across California. Rancho Palos Verdes, situated atop one of the largest and most active ancient landslide zones in the nation, has experienced this firsthand. The Portuguese Bend Landslide Complex has seen accelerated movement in recent years due to extreme weather cycles marked by prolonged drought followed by intense rainfall during the 2023-24 Winter Storms. In some parts, land movement had been measured at up to 12 inches per week, undermining the stability of homes, roads, and utilities.

This ongoing land movement has caused significant damage to public infrastructure and strained the City's finances. The ongoing rehabilitation of Palos Verdes Drive South, a major arterial road that serves thousands of residents and visitors on the Peninsula and surrounding cities have cost the City and ratepayers millions of dollars and continue to create traffic hazards. Homeowners in affected areas face structural damage, reduced property values, and the risk of evacuation as the land continues to shift beneath them.

Despite the increasing frequency and severity of such impacts, current California law does not explicitly classify landslides as disasters eligible for state emergency

assistance. This gap prevents cities like Rancho Palos Verdes from accessing state resources and technical support that are urgently needed to respond to and recover from these ongoing events. Without this designation, local governments are left to shoulder the entire financial and logistical burden, which is unsustainable and leaves residents at heightened risk.

AB 986 directly addresses this issue by updating the California Emergency Services Act to recognize landslides and related geologic hazards — particularly those made worse by climate change — as valid grounds for declaring a state or local emergency. This change would empower communities like ours to seek timely assistance from the state, expedite emergency declarations, and pursue critical mitigation and infrastructure protection measures before conditions worsen.

For Rancho Palos Verdes and similar communities across the state, this legislation is not just timely—it is essential. It acknowledges the reality on the ground, recognizes the impact of climate change on geological hazards, and ensures that local governments are not left alone to contend with disasters beyond their capacity.

We urge the Senate to support AB 986. Thank you for your continued leadership and commitment to public safety and climate resilience.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Bradley', with a stylized flourish at the end.

David L. Bradley
Mayor

cc: Rancho Palos Verdes City Council



June 10, 2025

The Honorable Al Muratsuchi
Member, California State Assembly
1021 O Street, Suite 4220
Sacramento, CA 95814

**RE: AB 986 (Muratsuchi) – State and Local Emergency: Landslide and Climate Change.
Notice of SUPPORT**

Dear Assembly Member Muratsuchi,

The City of Rolling Hills Estates is pleased to support your measure AB 986 (Muratsuchi), which would expand the definition of state and local emergencies to include landslides and preexisting conditions worsened by climate change.

The California Emergency Services Act (Act) authorizes the Governor to declare a state of emergency, and local officials and local governments to declare a local emergency, when specific conditions exist. The Act authorizes the Governor or the appropriate local government to exercise certain powers in response to that emergency. The terms “state of emergency” and “local emergency” are defined as a duly proclaimed existence of disaster or extreme peril conditions to the safety of persons and property within the state. Such conditions are defined in law and inclusive of fire, storms, drought, riot, epidemic, or cyberterrorism, among others. Landslides, and climate change driven events, however, are not currently included in the definition of disaster causes and conditions.

This measure will support both the state and local governments when landslides and climate change cause catastrophic impacts to communities, roadways, and other infrastructure. When emergencies are declared, greater resources, funding, and authorities support the state and local governments in responding as expeditiously as possible to protect life and property.

For these reasons, the City of Rolling Hills Estates is pleased to support AB 986 (Muratsuchi).

Sincerely,

Debby Stegura
Mayor
City of Rolling Hills Estates

cc:

Senator Ben Allen, 24th CA Senate District
Assemblymember Al Muratsuchi, 66th CA Assembly District
League of California Cities, (via email: cityletters@calcities.org)

**City of
Rolling Hills Estates**

Debby Stegura
Mayor

Frank V. Zerunyan
Mayor Pro Tem

Pam Brown Schachter
Council Member

Britt Huff
Council Member

Velveth Schmitz
Council Member



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 15.A.

Meeting Date: 8/11/2025

To: City Council

From: Nicolas Papajohn, City Attorney

Thru: Karina Bañales, City Manager

Subject: Conference with legal counsel - existing litigation Government Code Section 54956.9(d)(1) the City finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the city in the litigation. (3 cases) a. Name of case: Connie Andersen, et al. V. California Water Company, et al. (Seaview case) Case No.: 24STCV20953 b. Name of case: City of Rolling Hills v. SCE CPUC docket no. C.24-10-008 c. Name of case: City of Rolling Hills v. SoCalGas CPUC docket no. C.24-10-009

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

None.

Attachments:

None



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

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

Item: 15.B.

Meeting Date: 8/11/2025

To: City Council

From: Nicolas Papajohn, City Attorney

Thru: Karina Bañales, City Manager

Subject: Conference with legal counsel - initiation of litigation a closed session will be held, pursuant to Government Code Section 54956.9(c) and (d)(4) regarding the decision of whether to initiate litigation (1 case)

Background:

None.

Discussion:

None.

Fiscal Impact:

None.

Recommendation:

None.

Attachments:

None