



## STAFF REPORT

**DATE:** DECEMBER 14, 2021

**TO:** MAYOR AND CITY COUNCIL

**FROM:** DAVID WAHBA, DIRECTOR OF COMMUNITY DEVELOPMENT & PUBLIC WORKS

**SUBJECT:** APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH BOLTON ENGINEERING CORPORATION (BEC) TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE GEORGE F CANYON NATURE CENTER PROJECT

### OVERVIEW

The following is a request for the City Council to approve an amendment to the existing Professional Services Agreement (PSA) with Bolton Engineering Corporation (BEC) to provide civil engineering services for the George F Canyon Nature Center Project in the amount of \$21,000.

### BACKGROUND AND DISCUSSION

On July 27, 2021, the City Council approved a proposal from Roesling Nakamura Architect, to complete the architectural working drawings for the project (\$234,895), and Michael Baker International (MBI) to provide the environmental review (Mitigated Negative Declaration (MND) anticipated) for the project (\$67,535).

Staff has been working with both consultants to complete their respective tasks; however, it was brought to staff's attention that the architect's proposal does not include the preparation of civil engineering documents necessary for the project. Since staff had retained Bolton Engineering Corporation (BEC) to complete the previous site surveying and soils and geology reports for the site in 2020 (Professional Services Agreement (PSA) approved by Council on 1/13/2020), staff contacted BEC again to obtain a proposal for civil engineering services (attached). Once prepared, the architect will then incorporate this information into their plans.

The Scope of work, as further detailed in the attached proposal, will provide:

1. Fine grading and drainage plans,
2. Plans for new street frontage improvements (curb, gutter, bus turnout and new driveway aprons),
3. Erosion control plans,

4. Low Impact Development (LID) plans required for storm water runoff control on site (funded by Measure W),
5. Preparation of site utility plan, including coordination with utility companies, and
6. Coordination with architect, city staff and building and safety plan check for building permits issuance.

The timeline to complete this work will be approximately six to nine months and will be completed alongside the architectural working drawings for the project. Staff has also consulted with Willdan Engineering and BEC to design the necessary minor road widening, curb and gutter work adjacent to the west side of PVDE for additional parallel parking in this area.

This added scope of work to the project, in the amount of \$21,000, still remains generally consistent with the total budget approved for the project, estimated at 1.7 million dollars.

### Next Steps

Staff anticipates bringing the MBI CEQA document and the entitlements for the project to the Planning Commission for their review in February 2022. Following Planning Commission review, the City Council will have the final review and approval of the project anticipated in late spring or summer of 2022.

### PUBLIC OUTREACH

The agenda and staff report for this item were posted and noticed as required.

### RECOMMENDATION

Staff recommends that the City Council approve an amendment to the Professional Services Agreement with Bolton Engineering Corporation, in the amount of \$21,000 for civil engineering services, to the satisfaction of the City Attorney.

### Attachments:

- A – Scope of work with Bolton Engineering Corporation

# BOLTON ENGINEERING CORPORATION

25834 Narbonne Avenue #201  
Lomita, CA 90277  
tel (310) 325-5580 fax (310) 325-5581

December 7, 2021

David Wahba  
City of Rolling Hills Estates

**Subject: Civil Engineering Services  
George F Canyon Nature Center**

Dear Mr. Wahba:

Thank you for continuing to consider us to provide Civil Engineering Services for the subject project. We are in receipt of the staff report for the approval of the subject project and propose the following:

## I. Scope of Work (Construction Document Phase):

1. Fine Grading and Drainage Plans: Prepare onsite grading and drainage plan, including onsite improvements per current architectural site plans. Provide County-standard cover and notes, and civil engineering details. Prepare plan for construction of new street frontage improvements as shown on the architects plan (curb and gutter, bus turnout, and new driveway aprons).
2. Erosion Control Plan: Prepare erosion control plan.
3. Low Impact Development: Prepare LID Plan (anticipated to be pervious pavement and biofiltration planters for roof runoff).
4. Site Utility Plan: Prepare plans for provision of new onsite sewer and water services (domestic and fire, if required) to the new building.
5. Processing: Provide electronic and hard copies to architect's office for inclusion in submittal to City of Rolling Hills Estates Building Department. Respond to staff review corrections on Scope of Work documents as needed. Attend one meeting for project coordination at City Hall and one meeting for plan check review.

**Proposed Fee:**

**\$ 21,000.00**

## II. Requirements:

We anticipate receiving the following documents in order to prepare the Scope of Work, above:

- Site plan CAD, approved for preparation of civil engineering documents.

## III. Deliverables:

Two hard copies and digital copies of plans and calculations for the Scope of Work documents, as outlined in the Scope of Work, suitable for submittal to the City of Rolling Hills Estates for permit.

## IV. Exclusions

- Bolton Engineering Corp. does not engage in soils engineering or engineering geology. If these services are required, they are outside the scope of this proposal and will require a separate consultant. For the purposes of installing new paving, a soils report is recommended to ensure longevity of the new paving. Additionally, should priority LID design be required, the project soils report should include percolation recommendations.

# BOLTON ENGINEERING CORPORATION

- Specifications are intended to be per the Los Angeles County Public Works Standard Specifications; scope for writing and formatting project-specific specifications is not included.
- Project revisions, additions, and other services not included in the scope of work above are in addition. Meetings and personal appearances are included only to the extent outlined above.
- Construction staking, surveying, and permanent and temporary excavation support (retaining structures and shoring) has not been included in this proposal and can be provided for an additional fee.
- All fees or levies required by government agencies will be assumed by the client and are not included in the fee proposal.
- Reproduction and other incurred costs on the client's behalf are additional.

To authorize work under the outlined terms, please sign one copy of this document and return to our offices along with retainer. Thank you for the opportunity to propose on this project; please do not hesitate to contact me with any questions or concerns!

Regards,

Dan Bolton PE  
BOLTON ENGINEERING CORP.

Accepted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Hourly Rates are as follows:

Principal-	\$290.00	Reg. Land Surveyor -	\$160.00	Drafting -	\$ 100.00
Reg. Chief Engineer -	\$195.00	1 Person Survey Party -	\$150.00	Messenger -	\$ 75.00
Reg. Civil Engineer -	\$160.00	2 Person Survey Party -	\$245.00		
Staff Engineer-	\$130.00	Surveyor Office -	\$120.00		

Approximate cost, where indicated, is neither a maximum nor a fixed price unless so stated. Retainers are credited to final billing. Interest rate shall be 12 percent. The undersigned client authorizes BOLTON ENGINEERING CORPORATION (BEC) to perform the above described work. Reproduction costs and Government fees are not included in the fee and shall be paid for by the client. The fee or balance of the fee is due and payable upon completion of the work. Work performed over an extended period will be invoiced monthly and due and payable the 10th of the month following date of invoice. Client acknowledges services are relating to improvement of real property. Accounts unpaid over 30 days will be charged a service charge of one and one half percent per month (18% per annum), not to exceed 5 percent over the rate charged by the Federal Reserve Bank of San Francisco to member banks on the 25th of the month preceding this contract.

If a suit or other legal action is instituted to collect fees, client agrees to pay, in addition, all costs of collection and reasonable attorney's fees. Hourly rates will be adjusted annually. Work may be canceled before completion by written request by either party, and invoiced on an hourly basis to point of cancellation. The client agrees to limit the total aggregate liability of BEC to the client and all contractors and subcontractors on the project due to negligent acts, errors and omissions by BEC so that such liability shall not exceed the total fee for engineering services. Client acknowledges this as a "preliminary 20 day notice" and understands that if bills are not paid in full for services furnished, the improved property may be subject to mechanics liens. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator's may be entered in any Court having jurisdiction thereof. In event that BEC is required to appear in any legal action relating to any work performed under this agreement, client agrees to pay BEC prevailing hourly rates for such appearance, reasonable attorney's fees and costs.

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Initial

\_\_\_\_\_  
Date