

Cindy Segawa, Mayor
Barry Waite, Mayor Pro Tem
James Gazeley, Council Member
Bill Uphoff, Council Member
Mark A. Waronek, Council Member



LOMITA CITY HALL
COUNCIL CHAMBERS
24300 Narbonne Avenue
Lomita, CA 90717
Phone: (310) 325-7110
Fax: (310) 325-4024

Next Resolution No. 2022-36
Next Ordinance No. 841

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, NOVEMBER 15, 2022
6:00 P.M.**

**24300 NARBONNE AVENUE, LOMITA, CA 90717
UPSTAIRS ASSEMBLY ROOM/HYBRID CITY COUNCIL MEETING**

PURSUANT TO AB-361, THE PUBLIC AND COUNCIL MAY PARTICIPATE IN THIS MEETING VIA TELECONFERENCE AS SOCIAL DISTANCING MEASURES ARE RECOMMENDED BY STATE AND COUNTY OFFICIALS.

To participate in the meeting via a computer or smart device log in to ZOOM at the following link:
<https://us02web.zoom.us/j/87919358143>.

You may enter your name when prompted to do so. If you wish to provide public comment at either the beginning of the meeting or for a particular item, you may either (a) contact the City Clerk's Office before the meeting and provide your name or (b) utilize the "raise hand" option located under the participant's name. Once you click on this option you will be in the rotation to make a public comment.

Please note, if you do not have the audio feature on your device you will need to call (669) 900-6833 and enter ZOOM Meeting ID: 879 1935 8143 then press pound (#). When prompted to enter the participation ID number press pound (#) again. To make a public comment enter "*9". The Clerk's office will be notified, and you will be announced to make a public comment.

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution via the City of Lomita website or by contacting the Deputy City Clerk at l.abbott@lomitacity.com.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (310) 325-7110 (voice) or the California Relay Service. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

This meeting will be conducted in compliance with CDC guidelines and applicable orders of the Los Angeles County Health Officer.

No meeting of the Lomita Public Financing Authority will be held on this date.

1. OPENING CEREMONIES

- a) Call Meeting to Order
- b) Flag Salute
- c) Invocation – Mayor Pro Tem Waite
- d) Roll Call

2. APPROVAL OF AGENDA

3. PRESENTATIONS

- **2022 NATIONAL LEMONADE DAY 1ST RUNNER UP, PEARL DIMASSA**

4. ORAL COMMUNICATIONS

Persons wishing to speak on Consent Agenda items or subjects other than those scheduled are requested to do so at this time. In order to conduct a timely meeting, a three-minute time limit per person has been established. Government Code Section 54954.2 prohibits the Council from discussing or taking action on a specific item unless it appears on a posted agenda.

5. ORAL COMMUNICATIONS AND MEETING ATTENDANCE REPORTS FROM THE CITY COUNCIL

The City Council may discuss and act upon items described under Council comments; however, items which are not on the agenda will be limited to Council reports, announcements, requests for clarification or factual information, or placement of matters on the agenda for a future meeting.

6. CITY MANAGER’S REPORT (information only)

7. CONSENT AGENDA

All items under the Consent Agenda are considered by the Council to be routine and will be enacted by one motion in the form listed below. There may be separate discussions of these items prior to the time the Council votes on the motion. Specific items may be removed from the Consent Agenda at the request of any Council Member or staff.

RECOMMENDED ACTION: That Consent Agenda Items 7a-o be approved.

- a. Motion to Waive Full Reading of Ordinances and that They be Read in Title Only

RECOMMENDED ACTION: Approve motion.

- b. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- c. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

- d. Monthly Report for the City Manager’s Department

RECOMMENDED ACTION: Receive and file the report.

- e. Monthly Report for the Community and Economic Development Department

RECOMMENDED ACTION: Receive and file the report.

- f. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- h. September 2022 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- i. Professional Services Agreement for SCADA Upgrade

RECOMMENDED ACTION: Approve a Professional Services Agreement with AES GLOBAL, INC. for the upgrade of the existing Water Division Supervisory Control and Data Acquisition (SCADA) system

- j. Consent to Assignment (Transfer) for an Agreement for Engineering Services from Civil Works Engineers to David Evans and Associates, Inc

RECOMMENDED ACTION: 1) Adopt the attached resolution consenting to the assignment (transfer) of a professional services agreement between the City of Lomita and Civil Works Engineers to David Evans and Associates, Inc; and 2) Authorize the City Manager to take the necessary actions to complete the transfer.

RESOLUTION NO. 2022-36 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CONSENTING TO THE ASSIGNMENT (TRANSFER) OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOMITA AND CIVIL WORKS ENGINEERS TO DAVID EVANS AND ASSOCIATES, INC.

- k. Amended Conflict of Interest Code for the City of Lomita pursuant to the Political Reform Act of 1974

RECOMMENDED ACTION: Adopt resolution amending the City’s conflict of interest code.

RESOLUTION NO. 2022-37 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING AND APPROVING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE FAIR POLITICAL REFORM ACT OF 1974

- l. Third Amendment to the Professional Services Agreement with Dudek to Provide Consultant Services Related to the Housing Element Update to the City’s General Plan

RECOMMENDED ACTION: Approve the Amendment and authorize the City Manager and City Clerk to execute the agreement.

- m. Payment to Stephen Doreck Equipment Rentals, Inc. for Emergency Water Repairs

RECOMMENDED ACTION: Authorize payment of \$34,795.51 to Stephen Doreck Equipment Rentals, Inc. for emergency water repair services.

- n. Disposal of Surplus Equipment

RECOMMENDED ACTION: Authorize the Administrative Services Director to exercise the sale of, or otherwise dispose of, surplus City property through General Auction Company.

- o. Authorizing Virtual City Council Meetings as Well as Virtual Meetings for All Other City Commissions and Committees Pursuant to AB 361

RECOMMENDED ACTION: Authorize remote teleconference/virtual meetings of all City of Lomita legislative bodies, including all City commissions and committees, in accordance with Assembly Bill 361 (“AB 361”), by finding that: (1) a statewide state of emergency is currently in place; (2) state and local officials have imposed or recommended measures to promote social distancing in connection with COVID-19.

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION OF CANCELLING JANUARY 3, 2023, CITY COUNCIL MEETING** (No staff report)

Presented by Ryan Smoot, City Manager

RECOMMENDED ACTION: Cancel meeting due to City Hall holiday closure scheduled from December 23, 2022, through January 3, 2022.

9. PUBLIC HEARINGS

None scheduled.

10. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours prior to the meeting at the following locations: Lomita City Hall lobby and outside bulletin board, Lomita Parks and Recreation, and uploaded to the City of Lomita website <https://lomitacity.com/agendas-minutes/>.

Date Posted: November 10, 2022



Kathleen Horn Gregory, MMC, City Clerk



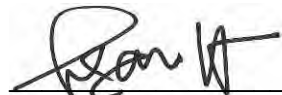
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TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: November 15, 2022
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

November 15, 2022	TOTAL WARRANTS ISSUED:	\$198,130.55
	Wires Transfers:	10743-10749
	Prepay:	529683-529685
	Check Numbers:	529686-529765
	Total Pages of Register:	12

November 4, 2022	TOTAL PAYROLL ISSUED:	\$114,617.57
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 12 inclusive of the check register are accurate and funds are available for payment thereof:



Susan Kamada
Administrative Services Director



Lomita, CA

Warrant Register

By Vendor Name

Payment Dates 11/2/2022 - 11/15/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 6948 - A1 Lawnmower Shop					
529686	11/15/2022	A1 Lawnmower Shop	01266	Topper	19.84
				Vendor 6948 - A1 Lawnmower Shop Total:	19.84
Vendor: 7353 - ACE Whatever It Takes					
529687	11/15/2022	ACE Whatever It Takes	5504	Plastic Bucket	15.41
529687	11/15/2022	ACE Whatever It Takes	5509	Rapid Load Steel Drill Bit Set 20 ...	22.03
529687	11/15/2022	ACE Whatever It Takes	5509	Misc. Fasteners	2.43
529687	11/15/2022	ACE Whatever It Takes	5516	Safety Glasses	59.51
529687	11/15/2022	ACE Whatever It Takes	5519	Spray Paint	79.25
529687	11/15/2022	ACE Whatever It Takes	5520	Spray Paint	33.02
				Vendor 7353 - ACE Whatever It Takes Total:	211.65
Vendor: 6691 - AES Global, Inc.					
529688	11/15/2022	AES Global, Inc.	AES092022-1	SCADA Maintenance	600.00
				Vendor 6691 - AES Global, Inc. Total:	600.00
Vendor: 4015 - AFLAC					
529684	11/07/2022	AFLAC	Oct 22	Emp Life/Accid Ins. October 22	145.03
529684	11/07/2022	AFLAC	Oct 22	Emp Life/Accid Ins. October 22	22.36
529684	11/07/2022	AFLAC	Oct 22	Emp Life/Accid Ins. October 22	51.01
529684	11/07/2022	AFLAC	Oct 22-1	Emp Life/Accid Ins. October 22	66.49
				Vendor 4015 - AFLAC Total:	284.89
Vendor: 12755 - Agri-Turf Distributing, LLC					
529689	11/15/2022	Agri-Turf Distributing, LLC	80685	Roundup Quikpro Herbicide 6.8 ..	879.66
				Vendor 12755 - Agri-Turf Distributing, LLC Total:	879.66
Vendor: 12758 - Alex Barnett					
529690	11/15/2022	Alex Barnett	110422	Reimbursement for Halloween ...	36.00
				Vendor 12758 - Alex Barnett Total:	36.00
Vendor: 12748 - Alison Montoya					
529691	11/15/2022	Alison Montoya	2003904.001	Refund-Picnic Shelter Deposit-R...	40.00
				Vendor 12748 - Alison Montoya Total:	40.00
Vendor: 7445 - All City Management Services, Inc.					
529692	11/15/2022	All City Management Services, I...	80607	Crossing Guard Services	4,804.92
				Vendor 7445 - All City Management Services, Inc. Total:	4,804.92
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
529693	11/15/2022	Allied Waste Transfer Services (...	4404-000021385	Dump Fee	723.89
				Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:	723.89
Vendor: 12155 - Amazon Capital Services					
529694	11/15/2022	Amazon Capital Services	19W4-6VR9-71KQ	Light Bulbs for Halloween	124.85
529694	11/15/2022	Amazon Capital Services	1DKH-KH66-L4CQ	Holiday Cards	33.48
529694	11/15/2022	Amazon Capital Services	1F71-1LLD-9H6D	Men's Slim-Fit Tech Stretch Polo..	19.40
529694	11/15/2022	Amazon Capital Services	1F71-1LLD-9H6D	Women's Dry-Fit Golf Polo Shirt	24.20
529694	11/15/2022	Amazon Capital Services	1F9R-GWVK-C9X3	Car Net Pocket Handbag Holder	33.06
529694	11/15/2022	Amazon Capital Services	1FF1-WTWF-74X1	Johnson Controls T-4002-9008 ...	146.06
529694	11/15/2022	Amazon Capital Services	1FKJ-P6FK-4FRJ	Christmas Photo Booth Props Kit..	9.91
529694	11/15/2022	Amazon Capital Services	1JYQ-C6G4-JN3T	Charger for Canon LP-E12 Batte...	22.04
529694	11/15/2022	Amazon Capital Services	1LDJ-JNDH-1R16	Returning AC/DC Adapter-Proce...	7.33
529694	11/15/2022	Amazon Capital Services	1LDJ-JNDH-1R16	Returning AC/DC Adapter for Tr...	-34.05
529694	11/15/2022	Amazon Capital Services	1LQ6-X96Q-N1VV	Printer Toner Cartridge (Black)	79.95
				Vendor 12155 - Amazon Capital Services Total:	466.23
Vendor: 0285 - Amtech Elevator Services					
529695	11/15/2022	Amtech Elevator Services	F10000055159	Logistics and Fuel Impact Fee	125.00
				Vendor 0285 - Amtech Elevator Services Total:	125.00

Warrant Register

Payment Dates: 11/2/2022 - 11/15/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 6992 - Ascensus					
529696	11/15/2022	Ascensus	153335HW_202210	GASB 75 OPEB Report-Final Billi...	1,675.00
529696	11/15/2022	Ascensus	153335HW_202210	GASB 75 OPEB Report-Final Billi...	1,675.00
				Vendor 6992 - Ascensus	Total: 3,350.00
Vendor: 0375 - Astro Auto & Electric					
529697	11/15/2022	Astro Auto & Electric	15888	Install Trailer Connector-Labor	240.00
529697	11/15/2022	Astro Auto & Electric	15888	Install Trailer Connector-Part	26.46
				Vendor 0375 - Astro Auto & Electric	Total: 266.46
Vendor: 4020 - Automatic Data Processing					
10746	11/04/2022	Automatic Data Processing	618149693	Workforce Time and Attendance	681.61
10746	11/04/2022	Automatic Data Processing	618149693	Workforce Time and Attendance	227.21
10747	11/04/2022	Automatic Data Processing	618149660	Workforce HCM	549.79
10747	11/04/2022	Automatic Data Processing	618149660	Workforce HCM	183.26
10748	11/04/2022	Automatic Data Processing	618149758	Payroll Processing-P/End 9/30/...	1,332.36
10748	11/04/2022	Automatic Data Processing	618149758	Payroll Processing-P/End 9/30/...	444.12
				Vendor 4020 - Automatic Data Processing	Total: 3,418.35
Vendor: 3334 - Autozone, Inc.					
529698	11/15/2022	Autozone, Inc.	2859449166	Duralast Battery	135.01
529698	11/15/2022	Autozone, Inc.	2859452080	5gal White Bucket	16.90
529698	11/15/2022	Autozone, Inc.	2859452080	6" Coarse Wire Wheel Brush	10.02
529698	11/15/2022	Autozone, Inc.	2859452080	ProElite Wheel Cleaning Brshuh	7.27
529698	11/15/2022	Autozone, Inc.	2859452080	Sprayway Glass Cleaner Spray 1...	6.14
529698	11/15/2022	Autozone, Inc.	2859457169	1/8in - 3/4in Screw Extractor Set...	17.28
				Vendor 3334 - Autozone, Inc.	Total: 192.62
Vendor: 12443 - AV Professionals Inc.					
529699	11/15/2022	AV Professionals Inc.	6125	Sound System for Tree Lighting	1,428.00
				Vendor 12443 - AV Professionals Inc. Total:	1,428.00
Vendor: 12252 - Barry Waite					
529700	11/15/2022	Barry Waite	CCCA 2023	Reimbursement for CCCA Legisl...	625.00
				Vendor 12252 - Barry Waite Total:	625.00
Vendor: 7477 - Best Best & Krieger, LLP					
529701	11/15/2022	Best Best & Krieger, LLP	749076	Legal Services September 22	7,811.50
529701	11/15/2022	Best Best & Krieger, LLP	749076	Legal Services September 22	1,378.50
529701	11/15/2022	Best Best & Krieger, LLP	949077	Prosecution/Code Enforcement...	1,304.50
				Vendor 7477 - Best Best & Krieger, LLP	Total: 10,494.50
Vendor: 7257 - Brit West Soccer					
529702	11/15/2022	Brit West Soccer	10252022	Tiny Pro Soccer Class	2,570.60
				Vendor 7257 - Brit West Soccer	Total: 2,570.60
Vendor: 7319 - California State Disbursement Unit					
529703	11/15/2022	California State Disbursement ...	111822	Employee Garnishment P/Date ...	230.76
				Vendor 7319 - California State Disbursement Unit	Total: 230.76
Vendor: 0655 - California Water Service					
529704	11/15/2022	California Water Service	6984422222-102622	PV Dr. No. Rolling Vista Medians	333.39
529704	11/15/2022	California Water Service	8594422222-102622	Landscape Maint. District #1	736.90
				Vendor 0655 - California Water Service	Total: 1,070.29
Vendor: 12751 - Candice McCarty					
529705	11/15/2022	Candice McCarty	2003907.001	Refund-Tom Rico Center Deposi...	200.00
				Vendor 12751 - Candice McCarty Total:	200.00
Vendor: 12747 - Christina Lau					
529706	11/15/2022	Christina Lau	2003903.001	Refund-Picnic Shelter Deposit-R...	40.00
				Vendor 12747 - Christina Lau Total:	40.00
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
529707	11/15/2022	Clinical Laboratory of San Berna...	2201525	Water Quality Report Septembe...	1,542.00
				Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:	1,542.00

Warrant Register

Payment Dates: 11/2/2022 - 11/15/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12387 - Colleen Fitzgerald					
529708	11/15/2022	Colleen Fitzgerald	2003909.001	Refund-Picnic Shelter Deposit-R...	40.00
Vendor 12387 - Colleen Fitzgerald Total:					40.00
Vendor: 7371 - Corporate Payment Systems					
529709	11/15/2022	Corporate Payment Systems	C. Dillon 102522	Cisco Meet Plan	7.50
529709	11/15/2022	Corporate Payment Systems	C. Dillon 102522	Cisco Meet Plan	7.50
529709	11/15/2022	Corporate Payment Systems	D. Dixon 102522	Amtrack Transportation-J. Ibarra	177.00
529709	11/15/2022	Corporate Payment Systems	D. Dixon 102522	JPIA Management Academy-J. I...	375.00
529709	11/15/2022	Corporate Payment Systems	D. Dixon 102522	Rater Lunch	88.08
529709	11/15/2022	Corporate Payment Systems	D. Dixon 102522	Get Well Soon Flowers	69.99
529709	11/15/2022	Corporate Payment Systems	D. Dixon 102522	Health Fair Supplies	27.38
529709	11/15/2022	Corporate Payment Systems	D. Dixon 102522	Health Fair Supplies	20.99
529709	11/15/2022	Corporate Payment Systems	G. Sugano 102522	Zoom Video	14.99
529709	11/15/2022	Corporate Payment Systems	G. Sugano 102522	Acrobat Pro	441.74
529709	11/15/2022	Corporate Payment Systems	G. Sugano 102522	Azure Active Directory & Office ...	1,230.06
529709	11/15/2022	Corporate Payment Systems	G. Sugano 102522	Azure Active Directory & Office ...	410.02
529709	11/15/2022	Corporate Payment Systems	H. Edwards 102522	Mass Mobile Apps	99.00
529709	11/15/2022	Corporate Payment Systems	H. Edwards 102522	Dinner-Mayor's Golf Tourname...	16.33
529709	11/15/2022	Corporate Payment Systems	H. Edwards 102522	Mayor's Golf Supplies	149.64
529709	11/15/2022	Corporate Payment Systems	H. Edwards 102522	Mayor's Golf Supplies	127.89
529709	11/15/2022	Corporate Payment Systems	H. Flores 102522	Coffee Supplies	104.69
529709	11/15/2022	Corporate Payment Systems	H. Flores 102522	Graffiti Removal	163.34
529709	11/15/2022	Corporate Payment Systems	H. Flores 102522	Stainless Steel Strap Kit for LED	54.80
529709	11/15/2022	Corporate Payment Systems	H. Flores 102522	Install Electric Break Assist for T...	355.14
529709	11/15/2022	Corporate Payment Systems	H. Flores 102522	Chain Saw	92.57
529709	11/15/2022	Corporate Payment Systems	J. Gazeley 102522	Room Charge	202.23
529709	11/15/2022	Corporate Payment Systems	J. Vida 102522	L.A County Registrar Grant Doc ...	78.75
529709	11/15/2022	Corporate Payment Systems	J. Vida 102522	Lunch Meeting w/CentiMark R...	35.84
529709	11/15/2022	Corporate Payment Systems	J. Vida 102522	SCMAF Institute-R. Heaney	30.00
529709	11/15/2022	Corporate Payment Systems	J. Vida 102522	SCMAF Institute-J. Vida	35.00
529709	11/15/2022	Corporate Payment Systems	K. Gregory 102522	Daily Breeze Subscription	10.00
529709	11/15/2022	Corporate Payment Systems	K. Gregory 102522	Dropbox	19.99
529709	11/15/2022	Corporate Payment Systems	L. Hernandez 102522	Rear Wiper Blade	13.22
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Canva Subscription	12.99
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Daily Breeze Subscription	10.00
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Condolences Card	4.40
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Balloon Master for Halloween	525.00
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Halloween Supplies	344.92
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Halloween Candies	329.32
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Halloween Supplies	14.11
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Halloween Supplies	18.70
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Halloween Supplies	66.15
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Halloween Supplies	31.30
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Halloween Supplies	99.50
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Flowers	88.20
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Staff Lunch for Golf Tournament	70.79
529709	11/15/2022	Corporate Payment Systems	Lomita Park 102522	Museum Gift Shop	321.75
529709	11/15/2022	Corporate Payment Systems	M. Andersen 102522	USC Backflow/Cross Connection...	120.05
529709	11/15/2022	Corporate Payment Systems	M. Andersen 102522	Coffee Supplies	75.81
529709	11/15/2022	Corporate Payment Systems	M. Andersen 102522	Battery SLA AGM 12V 18AH Ma...	389.13
529709	11/15/2022	Corporate Payment Systems	M. Sansbury 102522	Can Glass Cleaner	26.46
529709	11/15/2022	Corporate Payment Systems	M. Sansbury 102522	Plants	33.75
529709	11/15/2022	Corporate Payment Systems	M. Sansbury 102522	Plants	176.40
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	Annual Eddy Awards-W. Uphoff	500.00
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	Annual Eddy Awards-C. Segawa	500.00
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	Annual Eddy Awards-B. Waite	500.00
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	Retirement Celebration Ticket-...	275.00
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	SBWIB Annual Awards-C. Sega...	150.00
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	SBWIB Annual Awards-B. Waite	150.00
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	CCMF Annual Membership	400.00

Warrant Register

Payment Dates: 11/2/2022 - 11/15/2022

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	City Mangers Conference Regist...	750.00
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	Mayor's Golf Banquet	2,304.16
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	Mayor's Golf Tournament	-2,112.00
529709	11/15/2022	Corporate Payment Systems	R. Smoot 102522	Mayor's Golf Tournament	7,800.00
529709	11/15/2022	Corporate Payment Systems	S. Kamada 102522	Employee Appreciation-Deposit	3,500.00
529709	11/15/2022	Corporate Payment Systems	W. Lawson 102522	Property Report	50.00
529709	11/15/2022	Corporate Payment Systems	W. Lawson 102522	Gas	140.00
529709	11/15/2022	Corporate Payment Systems	W. Lawson 102522	Code Enforcement Subscription	25.95
				Vendor 7371 - Corporate Payment Systems	Total: 22,150.52
Vendor: 12721 - Cory Zedler					
529710	11/15/2022	Cory Zedler	11012022	Mileage Reimbursement	16.75
				Vendor 12721 - Cory Zedler Total:	16.75
Vendor: 10538 - Cre8tive Weddings and Events					
529683	11/02/2022	Cre8tive Weddings and Events	102922AA	DJ Service for Halloween Carniv...	800.00
				Vendor 10538 - Cre8tive Weddings and Events	Total: 800.00
Vendor: 6828 - Creative Software Solutions					
529711	11/15/2022	Creative Software Solutions	CINV-024477	DAR October 22	456.67
				Vendor 6828 - Creative Software Solutions	Total: 456.67
Vendor: 12720 - Custom Design Inc.					
529712	11/15/2022	Custom Design Inc.	8735	Tabletop Reskinning, Re-Lamina...	3,770.00
529712	11/15/2022	Custom Design Inc.	8735	Tabletop Reskinning, Re-Lamina...	2,030.00
				Vendor 12720 - Custom Design Inc. Total:	5,800.00
Vendor: 12750 - Cynthia Carranza					
529713	11/15/2022	Cynthia Carranza	2003906.001	Refund-Picnic Shelter Deposit-R...	40.00
				Vendor 12750 - Cynthia Carranza Total:	40.00
Vendor: 6757 - Dataprose, Inc.					
529714	11/15/2022	Dataprose, Inc.	DP2204821	Water Bills	348.80
529714	11/15/2022	Dataprose, Inc.	DP2204821	Leak Letters	223.25
				Vendor 6757 - Dataprose, Inc.	Total: 572.05
Vendor: 1080 - Department of Transportation					
529715	11/15/2022	Department of Transportation	SL230197	Signals and Lighting July 22-Sep...	3,646.60
				Vendor 1080 - Department of Transportation	Total: 3,646.60
Vendor: 12205 - Elite Equipment Rental, LLC					
529716	11/15/2022	Elite Equipment Rental, LLC	12960	2018 Ring-O-Matic 850 Rental	1,764.00
				Vendor 12205 - Elite Equipment Rental, LLC Total:	1,764.00
Vendor: 4606 - Emma Kelley					
529717	11/15/2022	Emma Kelley	102922	Reimbursement for Staff Lunch,...	186.00
				Vendor 4606 - Emma Kelley	Total: 186.00
Vendor: 4055 - Franchise Tax Board					
529718	11/15/2022	Franchise Tax Board	111822	Employee Garnishment P/Date ...	507.84
				Vendor 4055 - Franchise Tax Board	Total: 507.84
Vendor: 3070 - Grainger					
529719	11/15/2022	Grainger	9483161148	Wire Wheel Brush 0.020"	10.40
529719	11/15/2022	Grainger	9483161155	Lane Closed Traffic Sign, 36" X 3...	219.80
529719	11/15/2022	Grainger	9483161163	Hand Drum Pump, Piston, 160 o...	258.15
529719	11/15/2022	Grainger	9483161163	No Left Turn Traffic Sign, 24" X ...	119.03
529719	11/15/2022	Grainger	9483161171	Sign Stand, Aluminum, 15"	275.45
529719	11/15/2022	Grainger	9483161189	sign Stand, Aluminum, 15"	275.45
529719	11/15/2022	Grainger	9483161197	No Right Turn Traffic Sign 24" X ...	119.03
				Vendor 3070 - Grainger	Total: 1,277.31
Vendor: 3036 - Harbor Freight Tools USA, Inc.					
529720	11/15/2022	Harbor Freight Tools USA, Inc.	996692	1/4 in. x 35 ft. Chain Coil	44.09
529720	11/15/2022	Harbor Freight Tools USA, Inc.	996692	1/2 in. Magnetic Socket Rail	24.24
				Vendor 3036 - Harbor Freight Tools USA, Inc.	Total: 68.33
Vendor: 12743 - Holiday Outdoor Decor					
529721	11/15/2022	Holiday Outdoor Decor	INV5178	Sales Tax-Holiday Tree Pole & C...	-1,232.46

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
529721	11/15/2022	Holiday Outdoor Decor	INV5178	4ft Candy Cane, 64 C7 LED Bulbs	9,069.78
529721	11/15/2022	Holiday Outdoor Decor	INV5178	Holiday Tree Pole Mount 2.5ftX...	5,546.68
				Vendor 12743 - Holiday Outdoor Decor Total:	13,384.00
Vendor: 3052 - Home Depot Credit Services					
529722	11/15/2022	Home Depot Credit Services	0090267	D Battery 8-Pk	16.39
529722	11/15/2022	Home Depot Credit Services	0090267	1 in. PVC Schedule 40 FPT Cap	2.80
529722	11/15/2022	Home Depot Credit Services	0090267	Microfiber Cloth Towels 24-Pk	14.20
529722	11/15/2022	Home Depot Credit Services	0090267	1-1/4 in. PVC Schedule 40 Cap	3.25
529722	11/15/2022	Home Depot Credit Services	0090267	1 in. Galvanized Malleable Iron ...	4.34
529722	11/15/2022	Home Depot Credit Services	0090267	64 oz Cleaning Vinegar	12.70
529722	11/15/2022	Home Depot Credit Services	2101461	144 oz All Purpose Multi-Surfac...	33.91
529722	11/15/2022	Home Depot Credit Services	2101461	144 oz All-Purpose Cleaner	27.08
529722	11/15/2022	Home Depot Credit Services	2101461	C Batteries Alkaline (8-Count)	16.39
529722	11/15/2022	Home Depot Credit Services	2101461	Microfiber Cloth Towels 24-Pk	14.31
529722	11/15/2022	Home Depot Credit Services	2101461	Twist-N-Lock 75 lbs. Drywall An...	14.31
529722	11/15/2022	Home Depot Credit Services	2101461	128 fl. oz Antibacterial Hand	11.00
529722	11/15/2022	Home Depot Credit Services	2101461	110 ft. x 5 in. Stainless Steel Bird..	192.08
529722	11/15/2022	Home Depot Credit Services	5525995	5 gal. White Lid with Gasket	5.03
529722	11/15/2022	Home Depot Credit Services	5525995	9 in. Plastic Tray Liner 10-Pk	7.68
529722	11/15/2022	Home Depot Credit Services	5525995	5 Gal. Homer Bucket	10.98
529722	11/15/2022	Home Depot Credit Services	5525995	Polyester Paint Roller Cover 6-Pk	11.00
529722	11/15/2022	Home Depot Credit Services	5525995	Hex-Head Self-Drilling Screws 1...	14.19
529722	11/15/2022	Home Depot Credit Services	5525995	N95 Disposable Respirator 10-Pk	30.85
529722	11/15/2022	Home Depot Credit Services	5525995	5 gal. White Solid Concrete Stain	189.95
529722	11/15/2022	Home Depot Credit Services	5525995	Angled Sash Utility Paint Brush ...	10.99
529722	11/15/2022	Home Depot Credit Services	5525995	Paint Care Fee	1.65
				Vendor 3052 - Home Depot Credit Services Total:	645.08
Vendor: 3037 - ICON					
529723	11/15/2022	ICON	8000	Color Shirts w/Logo Front and ...	1,415.28
529723	11/15/2022	ICON	8003	Color Shirts w/Logo Front and ...	1,415.28
				Vendor 3037 - ICON Total:	2,830.56
Vendor: 12505 - Integrated Media Systems					
529724	11/15/2022	Integrated Media Systems	46702	City Council Chambers Audio/Vi...	1,383.64
				Vendor 12505 - Integrated Media Systems Total:	1,383.64
Vendor: 12756 - James Aoyama					
529725	11/15/2022	James Aoyama	2003913.001	Refund-Picnic Shelter Deposit-R...	40.00
				Vendor 12756 - James Aoyama Total:	40.00
Vendor: 12757 - Jenna Barnett					
529726	11/15/2022	Jenna Barnett	110422	Reimbursement for Halloween ...	76.29
				Vendor 12757 - Jenna Barnett Total:	76.29
Vendor: 12753 - KCRW					
529727	11/15/2022	KCRW	103122	In Lieu Donation-Erika Reyes	50.00
				Vendor 12753 - KCRW Total:	50.00
Vendor: 12635 - Kiley & Associates, LLC					
529728	11/15/2022	Kiley & Associates, LLC	LO 221031	Consulting Services, Legislative ...	3,333.33
				Vendor 12635 - Kiley & Associates, LLC Total:	3,333.33
Vendor: 7541 - LAE Associates, Inc.					
529729	11/15/2022	LAE Associates, Inc.	22-785	CM, Inspection, and Materials T...	513.64
529729	11/15/2022	LAE Associates, Inc.	22-785	CM, Inspection, and Materials T...	714.85
529729	11/15/2022	LAE Associates, Inc.	22-785	CM, Inspection, and Materials T...	778.61
529729	11/15/2022	LAE Associates, Inc.	22-785	CM, Inspection, and Materials T...	787.90
				Vendor 7541 - LAE Associates, Inc. Total:	2,795.00
Vendor: 3331 - Lee's Tires					
529730	11/15/2022	Lee's Tires	73468	Mower Tire Replacement-Labor	19.59
529730	11/15/2022	Lee's Tires	73468	Mower Tire Replacement-Parts	102.12
				Vendor 3331 - Lee's Tires Total:	121.71

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Vendor: 3054 - Linde Gas & Equipment Inc.					
529731	11/15/2022	Linde Gas & Equipment Inc.	31979794	Acetylene Torch Rental	59.93
Vendor 3054 - Linde Gas & Equipment Inc. Total:					59.93
Vendor: 3903 - Lomita City Employees Association					
529732	11/15/2022	Lomita City Employees Associat...	110122	November 22	620.00
Vendor 3903 - Lomita City Employees Association Total:					620.00
Vendor: 3095 - Lomita Railroad Museum Foundation					
10749	11/08/2022	Lomita Railroad Museum Foun...	103122	Museum Foundation Revenues...	875.75
Vendor 3095 - Lomita Railroad Museum Foundation Total:					875.75
Vendor: 6020 - Mark Waronek					
529733	11/15/2022	Mark Waronek	CCCA 2023	Reimbursement for CCCA Legis...	625.00
Vendor 6020 - Mark Waronek Total:					625.00
Vendor: 12746 - Marlon Jimenez					
529734	11/15/2022	Marlon Jimenez	2003898.001	Refund-Picnic Shelter Deposit-R...	40.00
Vendor 12746 - Marlon Jimenez Total:					40.00
Vendor: 12745 - Mauro Dominguez					
529735	11/15/2022	Mauro Dominguez	2003897.001	Refund-Picnic Shelter Deposit-R...	40.00
Vendor 12745 - Mauro Dominguez Total:					40.00
Vendor: 7247 - Michael Baker International, Inc.					
529736	11/15/2022	Michael Baker International, Inc.	1136977	Lomita Manor-Consulting Servi...	610.00
Vendor 7247 - Michael Baker International, Inc. Total:					610.00
Vendor: 12440 - Mid-City Mailing Services Corp.					
529737	11/15/2022	Mid-City Mailing Services Corp.	27800	Mailing Newsletters	570.00
Vendor 12440 - Mid-City Mailing Services Corp. Total:					570.00
Vendor: 12647 - Mighty Torrente					
529738	11/15/2022	Mighty Torrente	110322	Beginner's Magic Class Instructor	1,214.50
Vendor 12647 - Mighty Torrente Total:					1,214.50
Vendor: 7203 - Mirage Carwash					
529739	11/15/2022	Mirage Carwash	2110	Car Wash	58.98
Vendor 7203 - Mirage Carwash Total:					58.98
Vendor: 3217 - MissionSquare Retirement					
529740	11/15/2022	MissionSquare Retirement	20220930-109-320676-A	Quarterly Plan Fees October-De...	125.00
529740	11/15/2022	MissionSquare Retirement	20220930-109-320676-A	Quarterly Plan Fees October-De...	125.00
Vendor 3217 - MissionSquare Retirement Total:					250.00
Vendor: 7465 - MSW Consultants, Inc.					
529741	11/15/2022	MSW Consultants, Inc.	536	Constulting Services-SB 1383	780.00
Vendor 7465 - MSW Consultants, Inc. Total:					780.00
Vendor: 12749 - Nayyar Aguilar					
529742	11/15/2022	Nayyar Aguilar	2003905.001	Refund-Picnic Shelter Deposit-...	75.00
Vendor 12749 - Nayyar Aguilar Total:					75.00
Vendor: 7496 - Numa Networks					
529743	11/15/2022	Numa Networks	33263	IT Services November 22	3,768.62
529743	11/15/2022	Numa Networks	33263	IT Services November 22	3,768.63
Vendor 7496 - Numa Networks Total:					7,537.25
Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp					
529744	11/15/2022	Occupational Health Centers of...	77111139	Pre-Emp Physical Exam	99.00
Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:					99.00
Vendor: 3446 - Pacific Coast Glove & Safety, Inc.					
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080113	Plain Toe PVC 15" Saddlemill	33.06
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080113	Port West Coverall Orange	49.90
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080113	Plain Toe PVC 15" Saddlemill	33.06
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080113	Orange Shirt Cotton	22.06
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080114	Rain Jacket Orange	60.64
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080137	Work Boots, 6" Plain Toe-R. Lop...	198.45
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080151	Work Boots, 6" CT WP/Brown-C...	198.45

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529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080152	Logo Printing Fee	16.54
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080152	Embroidery Custom	47.24
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080152	Cap Mesh Ultra Fiber Black Flex...	82.69
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080152	Shirt Orange	165.32
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080161	Logo Printing Fee	9.92
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080161	Embroidery Custom	28.35
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080161	Shirt Orange	99.19
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080161	Twill Cap Flex Fit	49.61
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080167	Rain Jacket Orange	94.34
529745	11/15/2022	Pacific Coast Glove & Safety, Inc.	10080170	Loose Fit Jeans-R. Lopez	216.09
Vendor 3446 - Pacific Coast Glove & Safety, Inc. Total:					1,404.91
Vendor: 6800 - Pastperfect Software Inc.					
529746	11/15/2022	Pastperfect Software Inc.	2022-37682	Annual Software Renewal	440.00
Vendor 6800 - Pastperfect Software Inc. Total:					440.00
Vendor: 4080 - PERS Long-Term Care Program					
529685	11/07/2022	PERS Long-Term Care Program	100122	Emp Long Term Care Ins. Octob...	336.88
529685	11/07/2022	PERS Long-Term Care Program	100122	Emp Long Term Care Ins. Octob...	59.45
Vendor 4080 - PERS Long-Term Care Program Total:					396.33
Vendor: 7206 - Pitney Bowes					
529747	11/15/2022	Pitney Bowes	1021812669	Red Ink Cartridge for Stamp Ma...	131.19
Vendor 7206 - Pitney Bowes Total:					131.19
Vendor: 9052 - Pixel Graphic Design					
529748	11/15/2022	Pixel Graphic Design	1025	Winter 2022 Newsletter Design	1,460.00
529748	11/15/2022	Pixel Graphic Design	1026	Winter 2022 Newsletter Printing	5,175.14
Vendor 9052 - Pixel Graphic Design Total:					6,635.14
Vendor: 3705 - Pollard Water					
529749	11/15/2022	Pollard Water	0224135	8 0200 Chart Recorder 7 Day	162.29
529749	11/15/2022	Pollard Water	0224135	8 0200 Pres Chart Recorder24 Hr	1,735.34
Vendor 3705 - Pollard Water Total:					1,897.63
Vendor: 3125 - Postmaster					
529750	11/15/2022	Postmaster	110122	Postage 2023 Spring Newsletter,...	858.47
Vendor 3125 - Postmaster Total:					858.47
Vendor: 12512 - Prints Pacific, Inc.					
529751	11/15/2022	Prints Pacific, Inc.	20529	Tultex Unisex Fine Jersey Ragla...	1,391.97
529751	11/15/2022	Prints Pacific, Inc.	20529	Pre-Production Films and Scree...	231.53
529751	11/15/2022	Prints Pacific, Inc.	20529	Freight for Sample Sizes	14.20
529751	11/15/2022	Prints Pacific, Inc.	20529	Tultex Unisex Fine Jersey Ragla...	111.79
529751	11/15/2022	Prints Pacific, Inc.	20529	Tultex Unisex Fine Jersey Ragla...	106.50
529751	11/15/2022	Prints Pacific, Inc.	20529	Art Layout	15.00
Vendor 12512 - Prints Pacific, Inc. Total:					1,870.99
Vendor: 4090 - Public Employee Retirement System					
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	4,970.60
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	2,537.38
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	1,305.37
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	3,880.82
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	136.92
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	4,074.29
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	652.50
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	3,185.56
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	730.44
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	1,873.22
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	2,749.74
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	2,675.01
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	3,193.13
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	1,540.79
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	469.49
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	77.99
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	827.95

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10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	310.04
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	2,698.74
10745	11/03/2022	Public Employee Retirement Sys...	110122	Emp Health Ins/November 22	7,812.34
				Vendor 4090 - Public Employee Retirement System	Total: 45,702.32
Vendor: 12173 - Race Communications					
529752	11/15/2022	Race Communications	RC775131	Internet Access SBCOG Novem...	1,530.00
529752	11/15/2022	Race Communications	RC775131	Internet Access SBCOG Novem...	1,530.00
				Vendor 12173 - Race Communications Total:	3,060.00
Vendor: 12754 - Recap Advisors, LLC					
529753	11/15/2022	Recap Advisors, LLC	0090465	Consulting Svcs-RAD Reposition...	1,696.25
				Vendor 12754 - Recap Advisors, LLC Total:	1,696.25
Vendor: 3134 - S & J Supply Co., Inc.					
529754	11/15/2022	S & J Supply Co., Inc.	S100201100.001	Pipe Fitting 2" x 6"	132.85
529754	11/15/2022	S & J Supply Co., Inc.	S100201100.001	Coupling	110.25
				Vendor 3134 - S & J Supply Co., Inc.	Total: 243.10
Vendor: 5050 - Southern California Edison Co.					
529755	11/15/2022	Southern California Edison Co.	700006214310-110122	Park	701.83
529755	11/15/2022	Southern California Edison Co.	700006214310-110122	Street Lights	28.10
529755	11/15/2022	Southern California Edison Co.	700006214310-110122	Traffic Signals	29.88
529755	11/15/2022	Southern California Edison Co.	700025877624-110122	Street Lights	494.81
529755	11/15/2022	Southern California Edison Co.	700025957042-110122	Street Lights	220.26
529755	11/15/2022	Southern California Edison Co.	700315793648-110122	Street Lights	157.11
529755	11/15/2022	Southern California Edison Co.	700420008832-110422	Cypress Reservoir	283.35
				Vendor 5050 - Southern California Edison Co.	Total: 1,915.34
Vendor: 5040 - Southern California Gas Co.					
529756	11/15/2022	Southern California Gas Co.	07370472008-110222	Park Facilities	32.63
529756	11/15/2022	Southern California Gas Co.	07380495007-110222	City Hall	653.09
				Vendor 5040 - Southern California Gas Co.	Total: 685.72
Vendor: 4100 - Southland Credit Union					
10744	11/02/2022	Southland Credit Union	102822	Payroll Deductions P/End 10/28...	1,305.00
				Vendor 4100 - Southland Credit Union	Total: 1,305.00
Vendor: 6085 - Thompson Building Materials					
529757	11/15/2022	Thompson Building Materials	IV-I39897	Makita 9" Wood RCI Bld 3TPI	19.04
529757	11/15/2022	Thompson Building Materials	IV-I39897	Makita 9" Wood RCI BLD 3TPI	18.36
529757	11/15/2022	Thompson Building Materials	IV-I39897	Makita 12 Wood RECI BLD 6TPI	13.00
529757	11/15/2022	Thompson Building Materials	IV-I39897	2% Fuel Surcharge	1.00
529757	11/15/2022	Thompson Building Materials	IV-I40064	Sir Mix 60lb Concrete Mix	514.38
529757	11/15/2022	Thompson Building Materials	IV-I40064	2% Fuel Surcharge	12.08
529757	11/15/2022	Thompson Building Materials	IV-I40064	6 X 6 BS 3/8R Hand Edger	23.35
529757	11/15/2022	Thompson Building Materials	IV-I40064	Sir Mix Pallet	66.15
529757	11/15/2022	Thompson Building Materials	IV-I40112	Hard Hat	13.49
529757	11/15/2022	Thompson Building Materials	IV-I40112	Green Reflective Safety Vest	16.20
529757	11/15/2022	Thompson Building Materials	IV-I40112	Nozzle Full Size Comfort Grip	8.85
529757	11/15/2022	Thompson Building Materials	IV-I40112	2% Fuel Surcharge	0.90
529757	11/15/2022	Thompson Building Materials	IV-I40112	Pig Grain Leather Driver Glove	6.57
529757	11/15/2022	Thompson Building Materials	IV-I40128	2% Fuel Surcharge	7.06
529757	11/15/2022	Thompson Building Materials	IV-I40128	Marking Paint	352.84
529757	11/15/2022	Thompson Building Materials	IV-I40129	Makita # Phil 2" Power	2.02
529757	11/15/2022	Thompson Building Materials	IV-I40129	2% Fuel Surcharge	0.04
529757	11/15/2022	Thompson Building Materials	IV-I40240	1/2 X 10 X 12 SDS Plus Bit	16.44
529757	11/15/2022	Thompson Building Materials	IV-I40240	1/2" Drill Bit	12.11
529757	11/15/2022	Thompson Building Materials	IV-I40240	2% Fuel Surcharge	0.57
				Vendor 6085 - Thompson Building Materials	Total: 1,104.45
Vendor: 12170 - T-Mobile					
529758	11/15/2022	T-Mobile	10212022	City Mobile Internet-Recreation...	29.40
529758	11/15/2022	T-Mobile	102122	City Mobile Internet-Park 6594	24.76

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529758	11/15/2022	T-Mobile	102122	City Mobile Internet-Water 4043	29.40
Vendor 12170 - T-Mobile Total:					83.56
Vendor: 12228 - Toshiba					
529759	11/15/2022	Toshiba	32738019	Copier Lease October 22	548.50
Vendor 12228 - Toshiba Total:					548.50
Vendor: 9100 - Tripepi Smith and Associates					
529760	11/15/2022	Tripepi Smith and Associates	8474	Annual Website Hosting Fee	620.00
529760	11/15/2022	Tripepi Smith and Associates	8962	Citywide Communication & Eng...	96.39
529760	11/15/2022	Tripepi Smith and Associates	8962	Citywide Communication & Eng...	223.99
Vendor 9100 - Tripepi Smith and Associates Total:					940.38
Vendor: 3123 - Underground Service Alert/SC					
529761	11/15/2022	Underground Service Alert/SC	1020220408	37 Dig Alerts & Monthly Mainte...	74.75
529761	11/15/2022	Underground Service Alert/SC	22-2301465	California State Fee	27.83
Vendor 3123 - Underground Service Alert/SC Total:					102.58
Vendor: 4050 - Vantagepoint Transfer Agents					
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	11,403.66
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	336.80
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	284.15
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	23.09
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	145.31
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	152.50
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	159.62
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	149.17
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	478.93
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	197.15
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	145.04
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	248.62
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	47.84
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	9.78
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	12.00
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	58.60
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	93.53
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	145.31
10743	11/02/2022	Vantagepoint Transfer Agents	110422	Emp Def/Comp-P/Date 11/4/22	901.21
Vendor 4050 - Vantagepoint Transfer Agents Total:					14,992.31
Vendor: 7373 - Wells Fargo Vendor Financial Services					
529762	11/15/2022	Wells Fargo Vendor Financial Se...5022449257		MX-5070V Copier Lease Novem...	400.69
529762	11/15/2022	Wells Fargo Vendor Financial Se...5022468554		MX-C304W Printer Lease Nove...	86.01
Vendor 7373 - Wells Fargo Vendor Financial Services Total:					486.70
Vendor: 7282 - Williams Data Management					
529763	11/15/2022	Williams Data Management	0595972	File Storage October 22	202.93
Vendor 7282 - Williams Data Management Total:					202.93
Vendor: 6410 - Wow Toyz					
529764	11/15/2022	Wow Toyz	79712	Classic Train Set 20-Pc	313.53
529764	11/15/2022	Wow Toyz	79712	Keychain Display Jar	108.00
529764	11/15/2022	Wow Toyz	79712	Supper Locomotive Pullback-12...	119.52
529764	11/15/2022	Wow Toyz	79712	Junior Classic Bump & Go Loco...	159.60
Vendor 6410 - Wow Toyz Total:					700.65
Vendor: 6102 - Yunex, LLC					
529765	11/15/2022	Yunex, LLC	5610282016	Street Light Maintenance Sept...	169.83
529765	11/15/2022	Yunex, LLC	5610282046	Traffic Signal Maintenance Sept...	443.03
529765	11/15/2022	Yunex, LLC	5620041236	Traffic Signal Response Call Outs...	1,051.49
Vendor 6102 - Yunex, LLC Total:					1,664.35
Grand Total:					198,130.55

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	144,399.78
205 - State Gas Tax	10,473.57
207 - Measure R Local Return	714.85
209 - Measure M	778.61
211 - Measure W	1,764.00
220 - Proposition A Local Return	974.00
245 - Landscape Maintenance District #1	736.90
255 - Park Athletic	2,918.33
311 - Street Improvement	1,455.26
510 - Water Operations	33,039.50
720 - Railroad Museum Foundation	875.75
Grand Total:	198,130.55

Account Summary

Account Number	Account Name	Payment Amount
100-000-2210.000	Sales Tax Withholding	-1,232.46
100-000-2285.000	Employee Association Du...	620.00
100-000-2508.000	Garnishment	738.60
100-000-2515.000	Health Insurance	4,970.60
100-000-2520.000	Credit Union	1,305.00
100-000-2535.000	Accident Insurance	145.03
100-000-2560.000	Deferred Compensation	11,403.66
100-000-4510.000	Park Rentals	555.00
100-110-5430.000	Conferences and Meetings	3,527.23
100-120-5305.000	Legal Services	9,116.00
100-125-5205.000	Health Insurance	3,211.06
100-125-5345.000	Contractual Services	6,515.97
100-125-5425.000	Dues and Memberships	400.00
100-125-5430.000	Conferences and Meetings	750.00
100-125-5435.000	Training and Education	552.00
100-125-5755.000	Special Department Suppl...	12.99
100-130-5205.000	Health Insurance	1,589.52
100-130-5410.000	Advertising	10.00
100-130-5710.000	Equipment Maintenance	131.19
100-130-5755.000	Special Department Suppl...	3,613.38
100-210-5205.000	Health Insurance	3,903.91
100-210-5310.000	Auditors	1,675.00
100-210-5345.000	Contractual Services	2,563.76
100-210-5755.000	Special Department Suppl...	1,870.99
100-230-5205.000	Health Insurance	282.23
100-230-5206.000	Health Insurance Retirees	4,074.29
100-230-5345.000	Contractual Services	224.00
100-230-5755.000	Special Department Suppl...	206.44
100-333-5340.139	Professional Services	14.99
100-335-5205.000	Health Insurance	652.50
100-335-5345.000	Contractual Services	4,804.92
100-335-5710.000	Equipment Maintenance	105.26
100-410-5205.000	Health Insurance	3,338.06
100-410-5340.000	Professional Services	50.00
100-410-5345.000	Contractual Services	202.93
100-410-5720.000	Fuel	140.00
100-410-5755.000	Special Department Suppl...	25.95
100-440-5345.000	Contractual Services	7,590.42
100-440-5605.000	Rents and Leases	1,035.20
100-440-5710.000	Equipment Maintenance	3,770.00
100-440-5825.000	Equipment Over \$5k	1,383.64
100-605-5205.000	Health Insurance	890.06

Account Summary

Account Number	Account Name	Payment Amount
100-605-5345.000	Contractual Services	7.50
100-605-5420.000	Mileage Reimbursement	16.75
100-605-5505.000	Office Supplies and Expen...	53.23
100-610-5205.000	Health Insurance	2,022.39
100-710-5205.000	Health Insurance	3,228.67
100-710-5340.000	Professional Services	125.00
100-710-5405.000	Utilities	653.09
100-710-5510.000	Small Tools	22.03
100-710-5515.000	Uniform Expense	414.54
100-710-5705.000	General Maintenance	747.86
100-710-5755.000	Special Department Suppl...	114.59
100-730-5205.000	Health Insurance	2,938.65
100-730-5345.000	Contractual Services	3,785.10
100-730-5410.000	Advertising	8,073.61
100-730-5415.000	Communications	29.40
100-730-5435.000	Training and Education	65.00
100-730-5505.000	Office Supplies and Expen...	26.44
100-730-5515.000	Uniform Expense	43.60
100-730-5755.000	Special Department Suppl...	99.00
100-735-5345.000	Contractual Services	2,753.00
100-735-5755.000	Special Department Suppl...	1,415.34
100-735-5755.331	Mayor's Golf Classic	8,356.81
100-740-5205.000	Health Insurance	3,360.53
100-740-5405.000	Utilities	734.46
100-740-5415.000	Communications	24.76
100-740-5505.000	Office Supplies and Expen...	104.69
100-740-5515.000	Uniform Expense	592.56
100-740-5705.000	General Maintenance	16,001.29
100-740-5710.000	Equipment Maintenance	388.17
100-750-5755.000	Special Department Suppl...	1,462.40
205-610-5205.000	Health Insurance	1,789.41
205-610-5335.000	Maintenance & License A...	5,310.95
205-610-5405.000	Utilities	1,263.55
205-610-5515.000	Uniform Expense	94.34
205-610-5705.000	General Maintenance	759.14
205-610-5710.000	Equipment Maintenance	544.95
205-620-5510.000	Small Tools	92.57
205-620-5515.000	Uniform Expense	105.02
205-810-5806.367	Street Reconstruction-Zo...	513.64
207-810-5806.367	Street Reconstruction-Zo...	714.85
209-810-5806.367	Street Reconstruction-Zo...	778.61
211-347-5755.000	Special Department Suppl...	1,764.00
220-340-5205.000	Health Insurance	517.33
220-340-5345.000	Contractual Services	456.67
245-720-5405.000	Utilities	736.90
255-760-5205.000	Health Insurance	87.77
255-760-5505.000	Office Supplies and Expen...	1,415.28
255-760-5506.000	Sport Supplies	1,415.28
311-810-5806.367	Street Reconstruction-Zo...	787.90
311-810-5806.380	Sidewalk Improvement Pr...	667.36
510-120-5305.000	Legal Services	1,378.50
510-125-5205.000	Health Insurance	899.40
510-130-5205.000	Health Insurance	368.64
510-220-5205.000	Health Insurance	2,792.27
510-220-5310.000	Auditors	1,675.00
510-220-5345.000	Contractual Services	854.59
510-220-5505.000	Office Supplies and Expen...	348.80
510-230-5205.000	Health Insurance	145.31

Account Summary

Account Number	Account Name	Payment Amount
510-230-5345.000	Contractual Services	125.00
510-440-5345.000	Contractual Services	5,708.65
510-440-5710.000	Equipment Maintenance	2,030.00
510-630-5205.000	Health Insurance	8,764.56
510-630-5338.000	Underground Service Alert	102.58
510-630-5339.000	Water Quality - Clinical Lab	1,542.00
510-630-5340.000	Professional Services	223.99
510-630-5345.000	Contractual Services	7.50
510-630-5411.000	Customer Notifications	223.25
510-630-5415.000	Communications	29.40
510-630-5425.000	Dues and Memberships	120.05
510-630-5442.000	Utilities - CWPF	283.35
510-630-5505.000	Office Supplies and Expen...	75.81
510-630-5510.000	Small Tools	17.28
510-630-5515.000	Uniform Expense	228.14
510-630-5705.000	General Maintenance	4,682.87
510-630-5710.000	Equipment Maintenance	412.56
720-990-5998.000	Transfer to Railroad Muse...	875.75
	Grand Total:	198,130.55

Project Account Summary

Project Account Key	Payment Amount
None	194,668.19
205 Street Reconstruction	513.64
207 Street Reconstruction	714.85
209 Street Reconstruction-Zone C & F	778.61
311 Street Reconstruction	787.90
Sidewalk Improvement Program	667.36
	Grand Total:
	198,130.55



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7c**
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: November 15, 2022
SUBJECT: Monthly Report for the Administrative Services Department

RECOMMENDATION

Receive and file the monthly report for the Administrative Services Department.

BACKGROUND

Accounting Activities:

- Staff began the Audit fieldwork for LACMTA
- Staff began the Annual Audit fieldwork
- Staff prepared report for Finance Committee meeting
- Staff participated OpenGov's Budgeting & Planning User Group
- Staff participated in Tyler Kick-Off meeting for Tyler Cloud
- Meeting with HdL - 2nd Quarter Sales Tax Review

Department activity levels for the month of October 2022 are provided below:

<i>Journal Entries/Adjustments</i>	5
<i>Payroll Updates/Maintenance Changes</i>	61 / 2 New Hires
<i>Purchase Orders Issued</i>	3
<i>Purchase Orders Paid</i>	8
<i>Invoices Processed for Payment</i>	220
<i>Checks Processed (Demands & Manual)</i>	161
<i>Payroll Checks Processed</i>	165
<i>Business Licenses Issued (New / Renewals)</i>	26/53
<i>Water Utility Bills Mailed/Late Notices Issued</i>	<i>Late Notices Issued 470</i>
<i>Service Orders Issued (for Water Accounts)</i>	120

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7d**

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: November 15, 2022

SUBJECT: Monthly Report for the City Manager's Department

RECOMMENDATION

Receive and file the monthly report for the City Manager's Department.

BACKGROUND

Information Technology

Numa Networks has temporarily scaled back on-site assistance to one day per week to provide as-needed IT support. During the month of September and October, Numa Networks assisted with a total of 1,639 trouble tickets.

Human Resources/Risk Management

The City currently has four (5) recruitments open: Assistant Planner and Planning Intern in the Community and Economic Development Department, Water Service Technician I in the Public Works Department, Recreation Leader in the Recreation and Facilities Division and Recreation Leader at the Railroad Museum. The most qualified candidates will be invited to participate in an interview process.

Brianna Rindge, the City's new Community and Economic Development Director, will begin her new position on Monday, November 14, 2022. Julio Garcia accepted the position of Maintenance Worker II in the Public Works Department and began work on October 31, 2022. Mario Lomeli accepted the position of Part-time Maintenance Aide in the Public Works Department and began work on October 31, 2022. Ricardo Ceron accepted the position of Part-time Maintenance Aide in the Public Works Department and began working on November 4, 2022.

Training: Four staff members attended a Liebert Cassidy Whitmore workshop on October 20, 2022, in Rancho Palos Verdes. The workshop discussed Maximizing Performance Through Documentation, Evaluation, and Corrective Action. Hunter Edwards recently completed mandated reporter training online through the State of California. Juan Ibarra, Administrative Analyst, in the City Manager Department, is scheduled to attend the JPIA Management Academy in Paso Robles, CA from November 29th through December 1, 2022.

Emergency Management

In response to the COVID-19 pandemic, the City Council ratified the Director of Emergency Services' proclamation of a local emergency in the City of Lomita on March 17, 2020, and the Emergency Operations Center was activated virtually at the lowest level (functions are being coordinated away from the EOC to comply with physical distancing orders). The City Council approved reopening City Hall and City facilities to the public effective July 1, 2021, in accordance with public health guidelines. Most recently the City Council has extended the emergency measures for the 11th time since the declaration to assist and protect the Lomita community. On June 21, the City Council adopted a resolution to resume late fees and water shut offs on delinquent accounts beginning with the August 2022 billing. All other emergency measures extended by the City Council on March 15, 2022, will remain in place and be brought back to the City Council until the City can proclaim termination of the local emergency or as necessary should there be a significant setback in the containment of the virus and the State and County impose restrictions or changes to their Health Officer Orders that do not align with the City's emergency measures. Staff purchased additional COVID-19 home test kits and reviewed inventory of face masks and hand sanitizer for an anticipated winter surge. Governor Newsom recently announced that the COVID-19 State of Emergency will end on February 28, 2023. Staff will monitor and bring new information for the City Council's consideration as appropriate.

The City was awarded a FEMA Hazard Mitigation Assistance Grant in the amount of \$63,525.65 and an agreement was executed with Dudek to provide consultant services for the preparation of a comprehensive Safety Element update. The City Council adopted the Safety Element Update on December 21, 2021. Staff submitted all grant close-out documentation to CalOES on June 3, 2022. As of June 21, 2022, the closeout package has been reviewed and signed by CalOES and sent to FEMA for processing. It can take 3-4 months to receive the final notice of closure, however FEMA appears to be very far behind in processing out grants and a new quarterly report was submitted on October 4, 2022, indicating that the work is 100% complete.

The City was awarded a FEMA Hazard Mitigation Assistance Grant in the amount of \$1,124,884.50 for the 247th Street Area Water Main Replacement Project. Staff submitted an updated Quarterly Report and the Reimbursement Request Form for this project to CalOES on October 4. Staff also submitted a letter requesting a time extension to complete the project. Plans were submitted to the City of Los Angeles and CalTrans for review in early 2022. Review from both external agencies has taken much longer than anticipated significantly putting the project behind schedule. Staff submitted

a revised project schedule and budget to CalOES to confirm our progress on the grant so far.

Staff submitted a Notice of Interest (NOI) to update the City's Local Hazard Mitigation Plan (LHMP) to the California Governor's Office of Emergency Services (Cal OES) under the Hazard Mitigation Grant Program (HMPG). The NOI was approved and the City was invited to submit a full subapplication. Staff worked with a grant writer to submit the subapplication on April 8. Cal OES sent a Request for Information (RFI) and the information was provided. It is anticipated FEMA will award projects in 2023.

Lomita Manor

The Lomita Manor property management company, HumanGood, has continued CDC-recommended physical distancing protocols. Some social activities and classes have resumed with limited participants following safety guidelines and protocols. The property management team including the maintenance manager and property manager continue to serve the community on site while all practice physical distancing and additional sanitization precautions.

Community Development Block Grant Programs

Residential Rehabilitation: For Fiscal Year 2022-23, a total of two projects are scheduled to be completed before June 30. Contract walk-throughs and inspections occurred in late August. Projects are scheduled to be completed by December 31st.

Lifeline: The Lifeline program provides emergency response service for a total of 18 subscribers now currently enrolled. The program is accepting applications from Lomita residents who are at least 55 years old or disabled.

Small Business Grant Program: The Small Business Grant Program open application period was February 28 - March 4, 2022. The grant program will assist local businesses that have been economically impacted by the COVID-19 pandemic by providing grants of \$10,000. The program is managed by Los Angeles County Development Authority (LACDA). During the initial application period, a significantly larger number of applications were received relative to available funding. Since the City has not received interest in the current Job Creation and Business Incentive (JCBI) loan program (with potential funds lapsing on June 30, 2022, if unused), the \$82,807 original JCBI allocation will be reallocated to the Small Business Grant Program so that an additional 8 businesses can be awarded the grant. LACDA has awarded 23 grants to Lomita businesses and is currently in the process of awarding the last grant application, concluding the Small Business Grant Program.

City Clerk's Office

- Clerk attended LCW Workshop on Maximizing Performance through Documentation

Administrative staff continues to provide customer service and support related to processing water payments, parking tickets, Dial-a-Ride, business licenses, and COVID-19 updates.

City Clerk activity for the month of October

Council Meeting Agenda & Minutes Prepared	2/2
Council Resolutions Adopted & Processed	0
Housing Authority Agenda & Minutes Prepared	1/1
Contracts/Agreements Processed	3
Ordinances Adopted & Published	1
Certificates Prepared	7
Public Records Requests Processed	15
Dial-a-Ride New Cards Issued	8
Dial-a-Ride Payments Processed	32
Dial-a-Ride Assistance-Phone/Counter	80
Administrative Parking Appeals Reviewed & Processed	89
Parking Citations Issued & Processed	891
Parking Citations Assistance – Phone/Counter	79
Planning Commission Meeting Agenda & Minutes Prepared	1/0
Planning Commission Resolutions Processed	1
Public Safety & Traffic Commission Agenda & Minutes Prepared	1/1
Technical Traffic Advisory Committee Agenda & Minutes Prepared	0/0
Scanned & Indexed Documents	27
Water Billing Payments and Assistance- Phone/Counter	133

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENTS

None.

Prepared by:

Gary Sugano

Gary Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7e**

FROM: Ryan Smoot, City Manager

PREPARED BY: Sheri Repp Loadsman, Temporary Planning Manager

MEETING DATE: November 15, 2022

SUBJECT: Monthly Report for the Community and Economic Development Department

RECOMMENDATION

Receive and file the Community and Economic Development Department monthly report.

DISCUSSION

Planning

The Planning Commission held a meeting on November 14, 2022.

The following items were presented/considered:

1. **CONDITIONAL USE PERMIT NO. 320**, a request to allow an existing 2,000 square-foot restaurant (Katsu Bar) located at 24218 Crenshaw Boulevard in the Light Manufacturing and Commercial (MC) Zone to sell beer and wine for on-site consumption on the premises. The project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 (Existing Facilities). The Planning Commission continued the public hearing to November 14, 2022 at the request of the applicant.

APPLICANT: Steve Kim, 800 West First Street, Suite 1907, Los Angeles, CA 90012

2. **ZONE TEXT AMENDMENT NO. 2022-02**, an amendment to Lomita Municipal Code Section 11-1.27.12 modify sign regulations of the "24000 Crenshaw Boulevard Specific Plan" located at 2453 Lomita Boulevard. The purpose of the request is to add an additional building identification sign on the east elevation and to increase the size of real estate signs.

Housing Element Update

On November 15, 2022, the City Council will consider the Third Amendment to the Dudek professional services agreement. The purpose is to provide for the additional meetings necessary to address HCD comments and the final packaging and documentation for completion of the final Housing Element. Dudek will continue to provide limited support to facilitate development of a work plan for the implementation of the various programs contained in the certified Housing Element. On December 20, 2022, the City Council will receive a briefing describing the amendments to the Housing Element and the timeline and prioritization of implementation programs.

Accessory and Junior Accessory Dwelling Units

On September 6, 2022, the City Council adopted Ordinance No. 838 revising the City's regulations for ADUs and JADUs. State law requires that each local jurisdiction submit its ADU ordinance to HCD within 60 days after adoption so that HCD can verify compliance of the adopted ordinance with the State law. Failure to provide an ordinance that complies with State law would require HCD to notify the Attorney General that the local jurisdiction is in violation of State law. However, HCD has indicated the Lomita ADU ordinance may not be reviewed at this time. Recent changes to State law will require further revisions to the City's regulations and the revised ordinance is anticipated to be scheduled in early 2023.

Code Enforcement

1. Code enforcement staff have 107 open cases as of October 31, 2022. There were 18 cases closed and 25 new cases opened in October. Graffiti was removed from 6 locations and illegal dumping addressed at 16 locations in October.
2. A Request for Proposal was issued for retention of code enforcement services. The focus will address existing massage establishments and may also provide additional coverage as needed. Submittals are due on November 10, 2022. A future agenda item will be presented to the City Council to consider a professional service agreement with the recommended firm.
3. Street vendors selling food items will be addressed with joint inspections with the Los Angeles County Department of Public Health. The Lomita Sheriff Station is assisting by providing information on the times and locations where the vendors are establishing. There are no street vendors currently authorized to operate within Lomita.

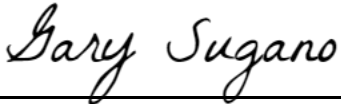
OPTIONS

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Sheri Repp Loadsman
Temporary Planning Manager



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. CC 7f**

FROM: Ryan Smoot, City Manager

PREPARED BY: Michael M. Sansbury, Recreation & Facilities Manager

MEETING DATE: November 15, 2022

SUBJECT: Monthly Report for the Recreation and Facilities Division

RECOMMENDATION

Receive and file the monthly report for the Recreation and Facilities Division.

RECREATION SERVICES

- Administrative Clerk updated Recreation and Facilities monthly finances
- Winter Newsletter has been mailed to Lomita Residents
- Staff had another successful Halloween event and received a lot of positive comments from parents on the earlier date and time
- Winter registrations will begin:
 - December 1st – Residents at 9:00 am
 - December 15th – Non-Residents at 9:00 am
- Staff is continuing to work with the Lomita Chambers of Commerce during Farmers Market each Sunday.
- Staff is preparing on moving classes around to accommodate the Elections taking place in the Tom Rico.
- Staff is gearing up for our State of the City event assisting the Lomita Chamber of Commerce on November 17th
- Staff will be working on installing one Pickleball court on our outside basketball court at Lomita Park
- Staff is working with Public Works to prepare for the upcoming Tree Lighting event on December 2nd
- Staff is preparing for The Lomita Tree Lighting event on December 2nd at 5:30pm

YOUTH SPORTS

- Conducting youth co-ed flag football and volleyball leagues, ages 4-12
- Training staff on all rules and regulations of youth flag football/volleyball leagues
- Beginning scheduling and preparation for winter basketball leagues
- Ordered new jerseys for youth participants

ADULT SPORTS

- Concluded Wednesday and Thursday (40 and over) adult basketball leagues
- Directing excess interest to winter leagues, after gym floor is refinished
- Working with part time staff to prepare for supervision and staffing leagues

PROJECTS

- Restocked inventory of our youth volleyball and football supplies
- Upgraded basketball rims in the Marc Fosnaugh Gymnasium
- Completed Halloween Carnival on Saturday, October 29th at Lomita Park
- Completed 14th Annual Mayor's Golf Classic, October 3rd at El Dorado Golf Course

MAINTENANCE AND FACILITIES

- Coordinating with staff, Lomita Chambers and VenaVer Events in all aspects of the Farmers Market located at City Hall
- Replace circuit breaker #12 for at City Hall and provide (2) additional circuit breakers for spare
- The main generator in the parking lot at City Hall was upgraded with a new Gen Tracker
- Rebuild the flushing mechanism of a toilet in the women's restroom in the Stephenson Center at Lomita Park
- Replaced all bulbs and removed all ballast in the Community Economic Director's office at City Hall
- Working with Assistant City Manager and numerous contractors in the Council Chambers and adjoining room upgrades
- Removed four small trees on the north side of City Hall, replaced with four new trees/shrubs (Silver Sheen)
- Preventative maintenance on security cameras and doors, etc. was performed at both the Lomita Railroad Museum and City Hall

PARK ADMINISTRATION PROJECTS

PROJECTS COMPLETED:

- Attended planning sessions to complete Capital Improvement Projects with Public Works Department

- Attended the Southern California Municipal Athletic Federation (SCMAF) Annual Institute

PROJECTS IN PROGRESS:

- Researching Park design options and funding options for Irene Lewis Park
- Researching project options for Stephenson Center restroom renovation
- Purchasing table and benches for Hathaway and Lomita Parks
- Developing scope of work for roofing projects at Appian Way, Museum and Stephenson Center
- Monitoring information regarding updates and meetings pertaining to the City's allotment from LA County Measure A
- Overseeing department intern program for part-time staff

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Prepared by:



Michael M. Sansbury
Recreation & Facilities Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Emma Kelley
Recreation Manager



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7g**
FROM: Ryan Smoot, City Manager
PREPARED BY: Carla Dillon, P.E., Director of Public Works
MEETING DATE: November 15, 2022
SUBJECT: Monthly Report for the Public Works Department

RECOMMENDATION:

Receive and file the monthly report for the Public Works Department.

BACKGROUND:

Water Division Updates

Cypress Water Production Facility (CWPF) and Distribution System Update

Well No. 5 remains offline due to the detection of benzene and the construction project to upgrade the CWPF. The State's Division of Drinking Water (DDW) and the Los Angeles Regional Water Quality Control Board (RWQCB) have been investigating possible sources of benzene, and information is available at <https://www.lomitawater.com/news/>.

In October 2022, the City pumped 0.0 acre-feet of groundwater from Well No. 5. All drinking water was supplied with imported water from West Basin MWD. In October 2022, the City imported 160.7 acre-feet from West Basin MWD. Monthly water reports can be found at www.lomitawater.com/oversight/water-quality-reports/.

To protect the water system, all backflow devices within the service area are required to be tested once per year. In Lomita's water system there are 150 backflow devices, and in July letters and backflow test forms were sent to these customers requiring the devices be tested by August 15. Second notification letters were sent out on October 14. The City has received 84% of the test results.

During Summer 2022, the City resumed water tours at the Cypress Water Production Facility after a two year hiatus. The tour on October 25 had four attendees.

Water Division Performance Measures:

Main Breaks/Leak Repairs	1
Service Connection Breaks/Leaks	1
Water Outages	0
Water Service Requests	10
USA Dig-Alert Tickets	1
Dead-end Fire Hydrant Flushing	6
Meter Maintenance	10
Inspection of Water Facilities	Daily
Water Quality Complaints	0

Engineering/PW Administration Division Updates

Cypress Water Production Facility (CWPF) Upgrade Project

The City's contractor RC Foster, with the oversight of the contract manager, AKM Consulting Engineers, is progressing on construction. Hazen and Sawyer continues to provide submittal and request for information (RFI) review. Project completion is expected in February 2023.

Progress	As of October 31, 2022
Percent Project completion	97%
Overall Project, invoiced/approved	\$3,764,459
Overall Project budget	\$3,000,000

The City shares project updates on <https://www.lomitawater.com/> as new information is available. In addition, a short video describing the GAC project and treatment process is available here: <https://www.lomitawater.com/infrastructure/granular-activated-carbon/>.

Street Reconstruction – Zone C & F Project

This project consists of overlaying and reconstructing certain streets in Zones C & F (just north and south of Lomita Blvd and west of Eshelman Ave), as detailed in the Pavement Management Program (PMP). This project includes significant repairs and resurfacing of streets where slurry seal would not be sufficient to extend the life of the street.

Construction was awarded to Sequel Contractors in March 2022 and construction activity began in April 2022. Construction of the Project was completed in August 2022 and the contractor is finishing items on the punch list. In addition, the designer needs to complete the as-built drawings, which is pending approval of a contract Assignment due to an acquisition.

Progress	As of October 31, 2022
Percent Project completion	97%
Overall Project, invoiced/approved	\$2,599,912
Overall Project budget	\$3,192,672

Street Reconstruction – Zone G

This project consists of overlaying and reconstructing certain streets in Zones G (just north and south of Lomita Blvd and east of Eshelman Ave), as detailed in the Pavement Management Program (PMP). This project includes significant repairs and resurfacing of streets where slurry seal would not be sufficient to extend the life of the street.

Design of the project was awarded to David Evans and Associates in July 2022 and is scheduled to be completed in December 2022. Construction of the project is programmed for Spring 2024.

Progress	As of October 31, 2022
Percent Project completion	3%
Overall Project, invoiced/approved	\$0
Overall Project budget	\$1,200,000

247th Street Area Watermain Project

This project consists of abandoning a watermain that runs north and south within private properties crossing 246th Street, 247th Street, 247th Place, and 248th Street. The age of the water main makes it particularly at risk for main breaks and leaks, especially as a result of an earthquake. The proposed new water main will extend from 246th Street beyond the City boundaries, looping within the City of Los Angeles right of way and along Western Avenue (which is Caltrans right of way), and connecting back to the City of Lomita along 247th Street, 247th Place, 248th Street and Lomita Blvd. This project consists of constructing approximately 3,300 linear feet of 6-inch PVC water pipeline and appurtenances (fire hydrants, valves, services, and fittings). The existing pipeline located in private property will be abandoned.

Design of the project was awarded to Onward Engineering in November 2021. Design is currently underway but obtaining the necessary permits from the City of Los Angeles is taking a longer time than expected. The permit from Caltrans was approved in September. The design of the project is expected to be completed in December 2022 once the permit from the City of Los Angeles is secured.

Progress	As of October 31, 2022
Percent Project completion	20%
Overall Project, invoiced/approved	\$99,126
Overall Project budget	\$1,499,916

Harbor Hills Metering Project

The Harbor Hills Housing Development (HHHD) is the City's largest water customer. The water system in the area was originally built in the early 1940s, and in the 1980s a metering setup was installed on Western Avenue to indirectly measure the water consumption of HHHD. In 2014, it was determined that direct metering should be implemented, which required the installation of water meters and additional piping at the property locations for HHHD. Meter installation was completed in 2019 by City Water staff.

The City hired MBF Consulting to conduct a field survey of the existing water lines, laterals and appurtenances of the Harbor Hills Water system and prepare water utility easement legal descriptions. The easement is needed to allow the Public Works Department, Water Division legal access to the meters, water lines, laterals and appurtenances for operations and maintenance purposes. MBF completed their survey with the legal descriptions in June 2021. Staff is working with the City attorney on legal descriptions and easement documents prior to sending to Los Angeles County (property owner) for review.

Emergency Generator

This project consists of the selection and design of an emergency generator that will be capable of servicing the Appian Way Pump Station as needed. The design of this project was awarded to AEPC Group in July 2022 and is scheduled to be completed in December 2022. Construction of the project is scheduled for Spring 2023.

For the month of October 2022, AEPC Group provided the final preliminary report that indicates the model and location of the Appian Way Pump Station emergency backup generator. The City has reviewed the report and approved AEPC Group to proceed with the 90% design package.

Progress	As of October 31, 2022
Percent Project completion	20%
Overall Project, invoiced/approved	\$14,048
Overall Project budget	\$76,365

Encroachment Permit Review/Approval

For the month of October 2022, staff received and reviewed 13 encroachment permit applications from various utility companies and contractors. 8 encroachment permits were issued.

Over the past several months, Public Works staff has been working with OpenGov to develop its on-line form for permitting. It is expected to launch by then end of the year.

Public Safety and Traffic

Public Safety and Traffic Commission (PS&TC) met in October 2022 and reviewed additional signage on 262nd St. Staff has been directed to provide further information on potential effectiveness and bring the request to PS&TC again. The Public Works

Department received 3 new traffic investigation requests in October 2022, and a total of 13 requests were being evaluated by the Technical Traffic Advisory Committee.

Sidewalk Inspections

In November 2021, the Council approved a sidewalk inspection program. Public Works staff has inspected 100% of City sidewalks, and in October 2022, 16 locations were repaired.

Public Works Field Operations Division (Parks/Street/Trees) Updates

Streets and Trees Division:

Trees Trimmed (by Crew)	19
Trees/Stumps Removed	2
Graffiti Locations Cleaned	96
Sidewalk Maintenance	16
Curb/Gutter Maintenance	8
City Drains Cleaned	55
Street Signs Replaced or Repaired	18
Potholes Filled / Patches	29
New work order requests	12
Backlog of work orders	10

Parks Division:

Mowed Park Grounds, number of times	24
Playground Safety Inspections	8
Raised Median/Planter Weeding	7
Park Grounds Fertilize	2
Museum/City Hall Grounds Maintenance	6
Sprinkler Repair/Replacement	8
Trimmed Hedges/Trees (City grounds)	11

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. CC 7h**
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: November 15, 2022
SUBJECT: September 2022 Treasury and Investment Report

RECOMMENDATION

Receive and file the Treasury and Investment Report.

BACKGROUND

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. The second page of the report summarizes the investment activity for the month and distribution by type of investment, held by the City. The third page lists all investments with original maturities exceeding one year as of the month ended September 30, 2022.

In summary, all investments of the City of Lomita are in compliance with both the Government Code and our Investment Policy. In addition, the City has sufficient liquidity to meet its expenditure requirements for the ensuing six months.

18.29% of the City's funds are with the State of California Local Agency Investment Fund (LAIF). The remaining funds of the City of Lomita are in active checking accounts, money market funds, U.S. Treasuries, Federal Agency Securities, Corporate Bonds, and FDIC-insured Negotiable Certificates of Deposit that are in compliance with the California Government Code and the City's Investment Policy. The current value of each account is obtained from actual monthly statements for the period ending September 30, 2022.

OPTIONS:

None, information only.

FISCAL IMPACT

None.

ATTACHMENT

1. Treasury and Investment Report for September 2022

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



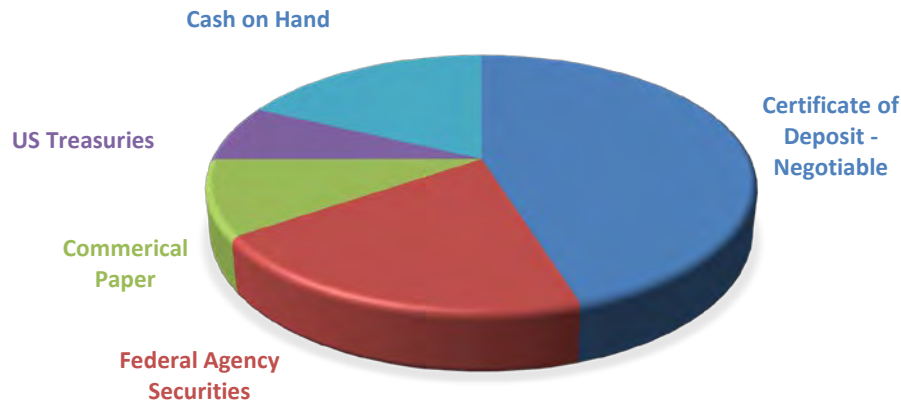
City of Lomita Investment Portfolio Report September 30, 2022

<u>Summary of Investments</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Interest Earned</u>	<u>Gain (Loss) on Investment</u>
Local Agency Investment Fund (LAIF)	4,694,051.01	4,694,051.01	15,972.13	0.00
Certificate of Deposit - Negotiable	9,470,000.00	8,760,963.05	12,307.49	0.00
Federal Agency Securities	4,250,000.00	3,916,497.50	13,437.50	0.00
Commerical Paper	2,000,000.00	1,717,715.00	0.00	0.00
US Treasuries	1,500,000.00	1,472,580.00	6,250.00	0.00
Total Pooled Investments	21,914,051.01	20,561,806.56	47,967.12	0.00
City of Lomita General Account DDA	3,752,150.07	3,752,150.07	0.00	0.00
Total Cash	3,752,150.07	3,752,150.07	0.00	0.00
Total Cash & Investments	25,666,201.08	24,313,956.63	47,967.12	0.00

City of Lomita

<u>Distribution of Pooled Cash</u>	<u>Book Value</u>	<u>% Split</u>
Local Agency Investment Fund (LAIF)	4,694,051.01	18.29%
Certificate of Deposit - Negotiable	9,470,000.00	36.90%
Federal Agency Securities	4,250,000.00	16.56%
Commerical Paper	2,000,000.00	7.79%
US Treasuries	1,500,000.00	5.84%
Cash on Hand	3,752,150.07	14.62%
Total Cash & Investments	25,666,201.08	81.71%

<u>Month to Date & Fiscal Year to Date</u>		
<u>Interest Earned/ Gain (Loss) on Total Investments</u>	<u>MTD</u>	<u>YTD</u>
Jul-22	9,063.33	9,063.33
Aug-22	23,738.87	32,802.20
Sep-22	47,967.12	80,769.32
Oct-22	-	80,769.32
Nov-22	-	80,769.32
Dec-22	-	80,769.32
Jan-23	-	80,769.32
Feb-23	-	80,769.32
Mar-23	-	80,769.32
Apr-23	-	80,769.32
May-23	-	80,769.32
Jun-23	-	80,769.32
	80,769.32	80,769.32





City of Lomita
Investment Portfolio Report September 30, 2022

Table with 14 columns: Account/ Investment Title & Description, Account # CUSIP, Settlement Date, Maturity Date, Yield to Maturity, Beginning Face Amount/Shares, Beginning Market Value, Buy Principal, Sell Principal, Change in Market Value, Ending Market Value, Ending Face Amount/Shares, Interest Earned / (Accrued), Realized Gain / (Loss) On Investment. Rows include Local Agency Investment Fund (LAIF), Certificate of Deposit - Negotiable, and Federal Agency Securities.



**City of Lomita
Investment Portfolio Report September 30, 2022**

Account/ Investment Title & Description	Account # CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Federal Home LN MTG	3134GXQ23	08/25/22	08/25/27	4.250%	250,000.00	249,285.00	-	-	(3,515.00)	245,770.00	250,000.00		
Federal Farm Credit Bank	3133ENC00	11/30/21	10/27/25	1.040%	500,000.00	460,190.00	-	-	(9,560.00)	450,630.00	500,000.00		
Federal Farm Credit Bank	3133EMB76	05/26/21	05/26/26	0.950%	500,000.00	452,600.00	-	-	(11,175.00)	441,425.00	500,000.00	-	-
Sub Total / Average				2.383%	4,250,000.00	4,002,067.50	-	-	(85,570.00)	3,916,497.50	4,250,000.00	13,437.50	-
Commercal Paper													
Bank of America Corp A2	06048WM31	05/28/21	05/28/26	1.250%	1,000,000.00	874,920.00	-	-	(20,020.00)	854,900.00	1,000,000.00	-	
Goldman Sachs Corp A2	38150AFK6	04/30/21	04/30/26	1.550%	500,000.00	455,205.00	-	-	(10,555.00)	444,650.00	500,000.00		
JPMorgan Chase & Co	48128G4R8	08/17/21	08/17/26	1.150%	500,000.00	435,185.00	-	-	(17,020.00)	418,165.00	500,000.00		
Sub Total / Average				1.317%	2,000,000.00	1,765,310.00	-	-	(47,595.00)	1,717,715.00	2,000,000.00	-	-
U.S. Treasuries													
US Treasury Note	06048WM31	07/28/22	07/31/23	1.250%	1,000,000.00	980,230.00	-	-	(4,410.00)	975,820.00	1,000,000.00		
US Treasury Note	9128284D9	07/28/22	03/31/23	2.500%	500,000.00	498,650.00	-	-	(1,890.00)	496,760.00	500,000.00	6,250.00	
Sub Total / Average				1.875%	1,500,000.00	1,478,880.00	-	-	(6,300.00)	1,472,580.00	1,500,000.00	6,250.00	-
Total / Average - Investments				1.73%	21,905,279.19	20,931,958.43	-	-	(370,151.87)	20,561,806.56	21,914,051.01	47,967.12	-
Demand Deposit Account (DDA)													
Pacific Western - General Account	XXXX259	N/A	N/A	0.000%	3,816,664.39	N/A	N/A	N/A	N/A	3,816,664.39	3,816,664.39	N/A	N/A
(Outstanding Checks)		N/A	N/A		(64,514.32)	N/A	N/A	N/A	N/A	(64,514.32)	(64,514.32)	N/A	N/A
Sub Total / Average				0.000%	3,752,150.07					3,752,150.07	3,752,150.07	-	-
Total /Cash & Investments					25,657,429.26	20,931,958.43	-	-	(370,151.87)	24,313,956.63	25,666,201.08	47,967.12	-



City of Lomita Investment Portfolio Report September 30, 2022

Previous Balance	\$ 4,250,514.12
Deposits	1,313,605.66
Disbursements	(1,745,148.96)
Adjustments	(2,306.43)
Current Balance	3,816,664.39

GENERAL LEDGER CASH BALANCES		
General Fund - City Operations		
General Fund - City Operations including LAIF and Investments	100	4,978,395.06
Sub Total - General Fund - City Operations including LAIF and Investments		4,978,395.06
Special Revenue Funds		
OPEB Trust Fund - Retiree Health Care	201	251,296.06
Pension Stabilization Fund	202	1,319,077.98
Economic Development	203	746,506.98
General Plan Update	204	200,000.00
Gas Tax Fund - Street Maintenance	205	782,183.87
Measure R Local Fund - Street Projects	207	466,572.26
Measure R Highway Fund - Street Projects	208	(106,536.84)
Measure M Fund - Street Projects	209	478,885.89
Economic Stabilization	210	500,000.00
Measure W Fund - Safe Clean Water Program	211	18,403.95
American Rescue Plan	212	3,400,324.00
CDBG Fund - Housing Programs	215	(3,652.71)
Lomita Housing Authority - Housing Programs	217	-
Proposition A Fund - Transportation Projects	220	1,271,745.17
Proposition C Fund - Transportation Projects	225	2,060,784.57
Transportation Development Act Article 3- Transportation Projects	230	(11,617.51)
Air Quality Fund - Air Quality Projects	235	50,548.94
Landscape Maintenance Fund - Landscape Maintenance District	245	3,199.05
Park Facilities Fee Fund - Quimby Funds	250	452,693.07
Park Athletic Fund - Park Athlete Programs	255	88,696.12
Park Grant Fund - Park Improvement Programs	257	(0.06)
Lomita Manor Fund - Federal Housing Program	260	197,505.04
CA Law Enf. Equip. Program (CLEEP) Fund - Public Safety Equip.	276	6,221.38
Sub Total - Special Revenue Funds		12,172,837.21
Capital Improvement Funds		
Capital Improvement Fund - Capital Improvement Projects	310	184,572.79
Street Improvement Fund - Street Improvement Projects	311	1,306,168.01
Facilities Improvement Fund - Facilities Improvement Projects	312	317,744.23
Stephenson Center Fund - Facilities Improvement Projects	313	85,744.47
Sub Total - Capital Improvement Funds		1,894,229.50



City of Lomita Investment Portfolio Report September 30, 2022

Previous Balance	\$	4,250,514.12
Deposits		1,313,605.66
Disbursements		(1,745,148.96)
Adjustments		(2,306.43)
Current Balance		3,816,664.39

Proprietary Funds		
Water Operations Fund - Water Operations	510	3,354,403.45
Water Capital Fund - Water Capital Projects	520	754,017.78
Rate Stabilization - Cypress Reservoir Bond	530	125,000.00
Internal Service Fund - Equipment Replacement	610	1,185,275.47
PK Equipment Replacement Fund	611	680,338.02
Sewer Replacement Fund	612	500,000.00
Sub Total - Proprietary Funds		6,599,034.72
Trust and Agency Funds		
Museum Foundation Fund - Railroad Museum Programs	720	22,114.34
Tom Rico Memorial Fund - Park Program Scholarships	730	(409.75)
Sub Total - Trust & Agency Funds		21,704.59
Total		25,666,201.08
Pooled Cash	999	(21,849,536.69)
Grand Total		3,816,664.39



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7i**

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Director of Public Works
Mark Andersen, Chief Water Operations Manager

MEETING DATE: November 15, 2022

SUBJECT: Professional Services Agreement for SCADA Upgrade

RECOMMENDATION

Approve a Professional Services Agreement with AES GLOBAL, INC. for the upgrade of the existing Water Division Supervisory Control and Data Acquisition (SCADA) system

BACKGROUND

The City of Lomita's Water Division routinely uses the SCADA system to monitor various parameters across the water distribution system including water pressures, reservoir levels, booster pumps, pressure reducing valves and flow rates. SCADA is also programmed to call the 24-hour emergency standby phone if there is a drastic reduction or increase to pressure within the water distribution system or if an unforeseen power outage occurs affecting a critical water facility.

The current SCADA system is running on Windows 7 Operating System, which is at the end of its lifecycle. Microsoft no longer releases cyber security patches (updates) for this operating system, nor do they provide support. This potentially creates a critical vulnerability in one of the City's most valuable assets. In addition, the Programmable Logic Control's (PLC's) at the Walnut turnout, Harbor Hills Reservoir, and City yard will be upgraded since the current models are no longer supported.

Once the SCADA system is upgraded, additional cyber security upgrades will take place to be performed by the City's IT manager, NUMA Networks, including the following

- Multi-factor Authentication
- Backup and Disaster Recovery
- Next Gen Anti-Virus/Endpoint protection
- Isolation of system from City's network

AES Global is the sole source vendor to this project due the proprietary nature of the SCADA system's computer coding. Following the upgrades, annual SCADA maintenance costs should be reduced to less than half of the existing costs.

OPTIONS:

1. Approve the recommendation
2. Continue operating SCADA using the unsupported Windows 7 platform
3. Provide further direction

FISCAL IMPACT

The SCADA upgrades are proposed at \$41,511.50. The estimated cost for NUMA Network support is approximately \$6,000. The total project cost is estimated to be approximately \$47,511.50 and will be funded from Water Account 510-630-5340, which has sufficient funds available for this purpose.

ATTACHMENT

1. Professional Services Agreement

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND AES GLOBAL, INC.**

This AGREEMENT for Supervisory Control and Data Acquisition (SCADA) Upgrades is entered into this 15th day of November 2022, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and AES GLOBAL, INC. ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for Supervisory Control and Data Acquisition (SCADA) Upgrades.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$41,511.50 for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each

month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

3. PAYMENTS. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONTRACTOR's key person assigned to perform work under this Agreement is Joe Bingham. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2023, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

8. BEST MANAGEMENT PRACTICES AND TRAINING. The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary

job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore

comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, 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 and shall not be compensable by 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.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 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.
- E. CONTRACTOR 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 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 CONTRACTOR on the project shall be returned to 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.

F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

14. TERMINATION.

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. INDEMNIFICATION.

A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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 and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of

said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY**. This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
17. **INDEPENDENT CONTRACTOR**. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
18. **AUDIT OF RECORDS**.
 - A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
 - B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
19. **CORRECTIVE MEASURES**. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.
20. **INSURANCE REQUIREMENTS**.
 - A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and

maintain, for the duration of the contract, the following insurance policies:

1. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 2. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "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 CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. 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.

4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor 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.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general policy 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 CONTRACTOR (as the named insured) should CONTRACTOR 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. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'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 Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

21. **USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>AES GLOBAL, INC.</u> <u>205 N. Bush St.</u> <u>Santa Ana, CA 92701</u>
<u>ATTN: City Manager</u>	<u>ATTN: Joe Bingham</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION**. CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES**. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT**. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES**. The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile

or electronic signatures will be treated in all respects as having the same effect as an original signature.

33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
37. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a "contractor" for the purposes of the California Political Reform Act because CONTRACTOR'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to Contractor commencing services hereunder, the City's Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a "contractor" for the purpose of the California Political Reform Act because CONTRACTOR'S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONTRACTOR

Ryan Smoot, City Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney

Project: City of Lomita - SCADA Upgrade

Quote No: JB06-22-02

Invoice By: Joe Bingham

Date Quoted: 11/10/2022

Attn: Mark Anderson

City of Lomita Public Works
Chief Water Operations Manager
Office - 310.325.9830, Cell - 310.508.3755
Fax - 310.325.3627

The following quote is for the upgrade of the existing old ClearSCADA system to the newer Aveva Indusoft. The upgrade will be compatible with both Windows 10 and 11. The Win 911 software will also be upgraded from the existing version 7 to the latest version 2022 v2. The upgrade will meet the cybersecurity standards and requirements by NUMA networks and be scalable for future expansion. Annual support costs for the SCADA software will be reduced to less than half of the existing costs. In addition to the software upgrades, three PLC's that are no longer supported will be upgraded.

Item	Descriptions	Quantity	Price	Total
1	SCADA System			
2	Upgrade existing ClearSCADA to new software.	1	\$ 17,400.00	\$ 17,400.00
3				
4	onsite testing and validation	1	\$ 3,480.00	\$ 3,480.00
5				
6	win911 upgrade and integration	1	\$ 3,480.00	\$3,480
7				
8	Installation and testing of new controllers for Harbor Hill, Walnut, and City Yard.	1	\$ 3,915.00	\$3,915
9				
10	AVEVA Edge software (1500 tags)	1	\$ 4,775.00	\$4,775
11				
12	Win-911 VOIP PBX system (this will tie into the existing phone line for voice calls)	1	\$ 650.00	\$650
13				
14	Replacement controllers for Harbor Hill, Walnut, and City Yard(existing units are end of life)	3	\$ 1,475.00	\$4,425
15				
16	TAX	1	\$ 886.50	\$887
17				
18	Addition of Professional Liability insurance	1	\$ 2,500.00	\$ 2,500.00
19				
20				
21				
22				
23				
24				
25				
Payment Term- Due on receipt				\$41,511.50

Note:

STANDARD TERMS AND CONDITIONS

1. INTRODUCTION - It is understood and agreed that all orders placed for products, systems or services with AES Global, Inc (hereinafter referred to as "AES") and any other form of communication shall be subject to these terms and conditions, which shall take precedence over any terms and conditions that may form a part of the customer's order, or other form of communication by the customer. Any provisions or conditions of customer's order or other form of communication by the customer, which are in conflict with, or in addition to these terms and conditions shall not be binding on AES except as agreed to in writing by a duly authorized representative of AES.

2. ACCEPTANCE - All orders are subject to acceptance and credit approval by AES at its Anaheim, California office.

3. VALIDITY - Unless expressly otherwise provided, this proposal shall expire thirty (30) days from the date of issue. All printed, typed or written terms and conditions of this quotation are subject to change only if agreed to in writing by AES.

4. PAYMENT - Terms are thirty (30) days net from date of invoice F.O.B. shipping point, and if required by AES, an irrevocable letter of credit issued by a bank and confirmed by a United States of America bank. At AES's option, progress billings may be submitted to Buyer. The portion billed will be a prorated portion of the complete job or on a unit basis, whichever is applicable. If the payment is received within Ten (10) business days, the Buyer shall receive a 2% discount. Late payments by Buyer shall bear interest at a rate of ten percent per annum from the due date of the invoice until paid in full. Buyer shall also pay to AES any cost or expenses, including attorney's fee, incurred by AES with respect to the collection of any late payments or otherwise delinquent monies. Title to any and all goods sold hereunder shall pass to Buyer only upon payment in full to AES for such goods. No payment by Buyer or receipt by Seller of a lesser amount than is then due and owing shall be deemed to be other than on account of the earliest dated invoices, nor shall any endorsement of statement accompanying any check, money order or other form of remittance by Buyer be deemed an accord and satisfaction without Seller's express written consent, and Seller or Seller's agent may accept such check, money order, or remittance as partial payment without prejudice to Seller's right to recover the balance of such invoice amounts or pursue any other remedy provided by law or equity. For each check from Buyer returned by the bank for insufficient funds, Buyer will pay to AES fifty dollars (\$50.00) as a handling charge. In the event that Buyer becomes insolvent, calls a meeting of creditors, files bankruptcy or proposes a plan for the payment of creditors, AES may declare all sums immediately due and payable and AES may cancel any and all existing orders or services. Late payment or partial payment of any invoice voids all discounts.

5. SHIPMENT AND DELIVERY - (a) All goods shall be shipped F.O.B. shipping point unless otherwise agreed to in writing by AES. Notwithstanding anything herein to the contrary, risk of loss shall pass to Buyer upon delivery of goods to the carrier.

(b) All shipping dates will be calculated from the date of receipt of the order and with complete specification or of final approval of AES specifications and its receipt and acceptance by AES of any necessary blueprints, sketches, specifications or information required for identification and production of the order, as may be applicable.

(c) Any shipping or delivery date stated herein is an estimate which AES shall attempt to meet; however, in no event will AES be responsible for any loss of damage due to a failure to meet any shipment or delivery date, and any such failure shall not constitute a breach of any agreement relating to the items quoted herewith. Buyer's sole remedy shall be to cancel this Agreement if AES materially fails to timely deliver any product or service.

(d) If Buyer does not accept conforming goods delivered pursuant to said agreement within a reasonable time after AES tenders delivery, in addition to such other remedies as may be available to AES, Buyer shall be responsible and shall reimburse AES for all reshipping, storage and warehousing costs, whether such costs are the result of storage by an independent party or by AES.

6. DELAYS - If Buyer causes any delay in AES's performance of its obligations, Buyer shall reimburse AES for any expenses incurred by AES attributable to such delay.

7. ESCALATION OF PRICES - Unless otherwise provided, all prices for AES goods and services quoted herein are subject to change for all such goods and services delivered or supplied more than six months after date of quotation. After such date, such price will be increased to the extent of the percentage price increase in the AES price lists from the date of this quotation to the date such goods and or services are supplied.

8. FREIGHT ALLOWANCE - Any quotations that include freight allowance are based upon the lowest actual station-to-station freight rate in effect on the date and are subject to increase or reduction to the extent of any changes in freight rate which may become effective before shipment is made. Choice of carrier is at AES's discretion unless otherwise agreed by AES. Buyer assumes all responsibility and cost for unloading said goods from the carrier and transporting them to their final location.

9. TAXES - Unless otherwise agreed, the prices stated herein do not include any excise, sales, use, retailers occupational or similar tax. The amount of any such taxes which are payable in accordance with the provisions of any statute or rules, regulations or decisions of any taxing authority, will be paid by Buyer, either directly to the taxing authority or by reimbursing AES for the amount of such taxes shown on its invoice.

10. ERRORS - AES reserves the right to correct all typographical or clerical errors which may be present in the prices or specifications in this quotation, both before and after acceptance.

11. TERMINATION AND CANCELLATION - Except as provided herein, all orders are not subject to termination or cancellation except upon written consent of AES.

- 12. WARRANTY** - (a) AES warrants that goods described herein and manufactured by AES are free from defects in material and workmanship for one year from the date of delivery unless otherwise agreed to by AES in writing.
(b) AES warrants that goods repaired by it pursuant to the warranty are free from defects in material and workmanship for a period to the end of the original warranty or 90 days from the date of delivery of repaired goods, whichever is longer.
(c) Warranties on goods sold by, but not manufactured by AES are expressly limited to the terms of the warranties given by the manufacturer of such goods.
(d) All warranties are terminated in the event that the goods or systems or any part hereof are (i) misused, abused or otherwise damaged, (ii) repaired, altered or modified without AES's consent, (iii) not installed, maintained and operated in strict compliance with instructions furnished by AES, or (iv) worn, injured or damaged from abnormal or abusive use in service time.
(e) THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND NO WARRANTY EXPRESSED OR IMPLIED, NOR ANY REPRESENTATIONS, PROMISES, OR STATEMENTS BEEN MADE BY AES UNLESS ENDORSED HEREIN IN WRITING. FURTHER THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.
(f) No agent of AES is authorized to assume any liability for it or to make any written or oral warranties beyond those set forth herein.
- 13. REMEDIES** - (a) Buyer's sole remedy for breach of any warranty is limited exclusively to repair or replacement without cost to Buyer of any goods or parts found by AES to be defective if Buyer notifies AES in writing of the alleged defect within ten (10) days of discovery of the alleged defect and returns such goods to AES's Anaheim office unless AES's Anaheim office designates a different location, transportation prepaid, within thirty (30) days of the sending of such notification and which upon examination by AES proves to be defective in material and workmanship. AES is not responsible for any costs of removal, dismantling or reinstallation of allegedly defective or defective goods. If a Buyer does not wish to ship the product back to AES, the Buyer can arrange to have a AES serviceman come to the site. The Serviceman's transportation time and expenses to and from the Buyer's premises and any overtime or living expenses incurred will be for the account of the Buyer. However, labor for warranty work during normal working hours is not chargeable.
(b) Buyer is responsible to ensure that any materials returned to AES are clean to safe levels as such levels are defined and/or determined by applicable Federal, State and/or local laws, regulations and codes. Buyer agrees to indemnify AES and save AES harmless from any liability or damage which AES may incur or suffer due to Buyer's failure to so act.
- 14. VARIATIONS** - Any variations in details between the goods herein and those covered in Buyer's specifications are due to standards of manufacture and are not to be construed as exceptions to the specifications.
- 15. ACCEPTANCE OF GOODS** - Goods sold pursuant hereto shall be accepted by Buyer when it: (i) notifies AES of acceptance in writing, or (ii) uses the goods or permits their use by others, for its benefit, or (iii) fails to notify AES in writing of its rejection within 30 days after Buyer takes possession and control of the goods, or (iv) does any act inconsistent with AES's ownership, but if such act is wrongful as against AES, it is an acceptance only if ratified by AES.
- 16. SHORTAGES, RECLAMATION, ETC.** - The quantity of material shown by invoice shall in all cases govern settlement, unless notice of shortage is given to the Transportation Company and AES in writing within ten (10) business days after receipt of material.
- 17. WORK PERFORMED ON BUYER'S PREMISES** - If work is to be performed on Buyer's premises, buyer warrants that it will furnish a place of employment which is safe and free from recognized hazards that are likely to cause death or serious physical harm and which is in compliance with OSHA and its standards.
- 18. ASSIGNMENT** - Any assignment by the Buyer of its rights under any agreement relating to the items quoted herewith without any written consent of AES shall be null and void.
- 19. LIMITATION OF LIABILITY** - AES's liability with respect to any claim or damage whatsoever arising out of or related to the subject matter hereof shall in no event exceed the contract price with respect to that subject matter. In no event shall AES be liable for any collateral, consequential, incidental, special or indirect damages, lost profits, costs, or claims of any nature whatsoever arising out of or related to the subject matter hereof. AES is not responsible for any delay or failure in performance caused by unexpected emergencies or disasters, such as flood, fire, earthquake, civil disturbance, war, illness, acts of God or similar causes beyond the control of AES.
- 20. APPLICABLE LAW** - This Agreement shall be governed by the laws of the State of California. Any lawsuit arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Orange County, California, and the parties agree to jurisdiction and venue in such state and county. The prevailing party in any action arising out of or relating to this Agreement shall be entitled to recover its attorney's fees and costs from the non-prevailing party.
- 21. MODIFICATIONS** - No modifications of this agreement shall be binding upon the parties hereto or either of them unless such modifications shall be in writing accepted by a duly authorized agent of AES and approved at AES management.



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7j**

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director

MEETING DATE: November 15, 2022

SUBJECT: Consent to Assignment (Transfer) for an Agreement for Engineering Services from Civil Works Engineers to David Evans and Associates, Inc.

RECOMMENDATION

1) Adopt the attached resolution consenting to the assignment (transfer) of a professional services agreement between the City of Lomita and Civil Works Engineers to David Evans and Associates, Inc; and 2) Authorize the City Manager to take the necessary actions to complete the transfer.

BACKGROUND/ANALYSIS

On June 14, 2022, Civil Works Engineers (CWE) provided notice that it would be sold to David Evans and Associates, Inc. (DEA) ("Transaction"), and requested that the City consent to the Transaction no later than June 24, 2022 on their provided form; The City Attorney recommended that an assignment be drafted separate from the provided form to ensure the City retains the benefit of the bargain that it entered into with CWE. This resolution authorizes the City Manager to execute said assignment in a form approved by the City Attorney.

The original agreement expires upon completion of the work. The work that remains is to finalize the As-Built drawings for the City's Street Reconstruction – Zone C & F Project.

OPTIONS:

- 1) Move staff's recommendation
- 2) Give staff alternative direction.

FISCAL IMPACT

No known fiscal impact.

ATTACHMENTS

1. Resolution
2. Agreement 2020-44

Prepared by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director

RESOLUTION NO. 2022-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CONSENTING TO THE ASSIGNMENT (TRANSFER) OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOMITA AND CIVIL WORKS ENGINEERS TO DAVID EVANS AND ASSOCIATES, INC.

Section 1. Recitals.

1. Civil Works Engineers ("CWE") provided engineering services to the City of Lomita with pursuant to the Professional Services Agreement (2020-44) for Services ("Agreement") dated November 3, 2020;
2. On June 14, 2022, CWE provided notice that it would be sold to David Evans and Associates, Inc. (DEA) ("Transaction"), and requested that the City consent to the Transaction no later than June 24, 2022 on their provided form;
3. The form provided by CWE had terms that were not acceptable to the City as it did not reflect the terms of the Agreement that City had previously entered into.
4. DEA has indicated that it will complete the engineering services as soon as this assignment has been formalized;
5. The Agreement between the City of Lomita and CWE allows for assignment and delegation of the Agreement with the prior written consent of the City. Specifically, Section 14 of the Agreement states: "This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void."

Section 2.

THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

The City Council of the City of Lomita hereby provides this consent to assignment of the Agreement Between the City of Lomita and CWE for Engineering Design Services to DEA pursuant to a written assignment executed by the City Manager and DEA in a form approved by the City Attorney.

Section 3. The Council find and determines that adoption of this Resolution is exempt from the California Environmental Quality Act pursuant to Section 15378 (b)(5) of the CEQA Guidelines as this is an organizational or administrative activity of government that will not result in the direct or indirect physical change to the environment.

Section 4. This Resolution will become effective immediately upon adoption.

Section 5. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 15th day of November 2022.

Cindy Segawa, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND CIVIL WORKS ENGINEERS**

This AGREEMENT for Design Services is entered into this 3rd day of November, 2020, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Civil Works Engineers ("CONSULTANT").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for Engineering Design Services for the Street Reconstruction Project Zones C & F.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$302,237.25, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous

month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. **TIME OF PERFORMANCE.** The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A,**" unless extended in writing by CITY.

5. **FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. **KEY PERSONNEL.** CONSULTANT's key person assigned to perform work under this Agreement is Marie Marston, P.E. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire upon completion of the work, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.

8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. **PREVAILING WAGES.**

A. **Prevailing Wage.** CONSULTANT is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONSULTANT'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONSULTANT shall therefore comply with such Labor Code sections to the fullest extent required by law. CONSULTANT shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

B. **Registration/DIR Compliance.** If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONSULTANT and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). CONSULTANT shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONSULTANT'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONSULTANT or any subconsultant that affect CONSULTANT'S performance of services, including any delay, shall be CONSULTANT'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONSULTANT caused delay and shall not be compensable by CITY. CONSTRUCTION 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 CONSULTANT or any subconsultant.

- C. Labor Certification. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONSULTANT and all subconsultants shall comply with the requirements of Labor Code sections 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.
- E. CONSULTANT or subconsultants may not perform work on a public works project with a subconsultant 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 CONSULTANT and a debarred subconsultant is void as a matter of law. A debarred subconsultant may not receive any public money for performing work as a subconsultant on a public works contract. Any public money that is paid, or may have been paid to a debarred subconsultant by CONSULTANT on the project shall be returned to CITY. CONSULTANT shall be responsible for the payment of wages to workers of a debarred subconsultant who has been allowed to work on the Project.
- F. CONSULTANT agrees to bind every subconsultant to the terms of the Agreement as far as such terms are applicable to subconsultant's portion of the work. CONSULTANT shall be as fully responsible to CITY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by its subconsultants, as CONSULTANT is for acts and omissions of persons directly employed by CONSULTANT. Nothing contained in these Agreement shall create any contractual relationship between any subconsultant and CITY.

12. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's

property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

13. INDEMNIFICATION.

A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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 and will survive termination of this Agreement.

- i. If CONSULTANT'S obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT'S performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT'S indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT'S liability for such claim, including the cost to defend, shall not exceed CONSULTANT'S proportionate percentage of fault.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 18, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. INDEPENDENT CONSULTANT. CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the

manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

- 17. CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

- A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
 - 2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately

to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTs, and subconsultants to do likewise.
1. "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."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. 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.
 4. The insurer waives all rights of subrogation against CITY, its elected or

appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. 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.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 12 above.
- G. The commercial general and automobile liability 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 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.
19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any CONSULTANTs while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.

20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTS and agents.
21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
22. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
23. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Civil Works Engineers</u> <u>3151 Airway Avenue, Suite T-1</u> <u>Costa Mesa, CA 92626</u>
ATTN: City Manager	ATTN: Marie Marston, P.E.

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic

mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
25. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
26. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

- 32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
- 33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
- 35. **DISCLOSURE REQUIRED.** (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials RC
CONSULTANT Initials jm

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA

CONSULTANT

Civil Works Engineers, Inc.

Ryan Smoot

Ryan Smoot, City Manager

By:

Marie Marston

President *Marie Marston*

ATTEST:

Kathleen Horn Gregory

Kathleen Horn Gregory, City Clerk

71-0979082

Taxpayer ID No.

APPROVED AS TO FORM:

DocuSigned by:
Trevor Rusin

675AED1708CA474
City Attorney



Proposal for Engineering Design Services for Street Reconstruction Project – Zones C & F

September 22, 2020
Revised October 20, 2020



PROPOSAL PREPARED FOR:
City of Lomita
City Clerk's Office
24300 Narbonne Avenue
Lomita, CA 90717

PREPARED BY:
Civil Works Engineers, Inc.
3151 Airway Avenue, Suite T-1
Costa Mesa, CA 92626
714.966.9060
www.civilworksendeers.com





Section 1: Cover Letter

September 22, 2020, updated October 20, 2020

City of Lomita
City Clerk's Office
24300 Narbonne Avenue
Lomita, CA 90717



RE: Proposal for Design of Street Reconstruction Project – Zones C & F

Civil Works Engineers (CWE) appreciates the opportunity to submit this proposal. Our proposed team prides themselves with quality, service, expertise in design of street rehabilitation projects. Our well-qualified team has worked together previously on similar projects and has ample resources ready to deliver this project.

The civil engineering services required for this project align perfectly with our recent experience and capabilities. We specialize in street improvement projects for public agencies and utilize our knowledge from previous street reconstruction projects to your benefit. Our team is augmented with subconsultants for surveying, pavement analysis, and landscape architecture with whom we have previously worked. Our Project Team is:

Civil Works Engineers	Project Management, Roadway Design, Utility, Drainage
Labelle Marvin	Geotechnical Engineering & Pavement Evaluation
Psomas	Surveying, Base Mapping
David Volz Design	Landscape Architecture

CWE provides senior-level engineering insight on every project ensuring the City our collected experience and knowledge is applied to this project's construction documents. We meet the selection criteria as follows:

- *Our Project Team is well qualified with extensive roadway reconstruction design experience*
- *We have recent experience in performing similar design work on projects for public agencies*
- *Our Project Manager has designed pavement rehabilitation for 60 streets through 19 construction contracts*
- *Our proposed plan identifies the objectives / tasks of the RFP and uses the knowledge from previous experience*
- *CWE's fees are very competitive within the industry*
- *CWE has never been the subject of any legal investigation by County, State, or Federal agencies*

We are committed to providing the City with high quality work, personalized service, and timely delivery for the design of this reconstruction project. We look forward to the opportunity to provide our services to the City of Lomita. We acknowledge receipt of the City's Addendum No. 1 for this RFP dated September 15, 2020. If you have any questions or require additional information, please contact me.

Sincerely,

Marie Marston
President
mmarston@civilworksenigneers.com





Section 2: Qualifications and Experience

CWE has successfully completed numerous street pavement reconstruction projects some of which are shown in the table below. As this project also involves ADA and drainage, we have included examples for those tasks also.

AGENCY	AGENCY CONTACT	PROJECT NAME	WORK COMPLETED	START DATE	END DATE	Completed on Budget
Street Reconstruction						
City of San Gabriel	(Szeka) Angela Cheng (626) 308-2825 scheng@sgch.org 425 S. Mission Drive San Gabriel, CA 91776	Great Street Project (18 Streets of Pavement Rehabilitation)	Pavement Rehab Design, ADA Compliance, Specs, Cost Estimate	2017	2020	X
City of Newport Beach	Patricia Kharazmi (949) 644-3344 Pkharazmi@newportbeachca.gov 100 Civic Center Drive Newport Beach, CA 92660	MacArthur Blvd & University Avenue Pavement Rehabilitation	Pavement Rehab Design, Specs, Cost Estimate, WQMP, Caltrans Permit	2017	2019	X
City of Newport Beach	Patrick Arciniega (949) 644-3347 parciniega@newportbeachca.gov 100 Civic Center Drive Newport Beach, CA 92660	Dover Drive Rehabilitation & Streetscape Improvements	Street & Rehab Design, Landscape, Signal Design, Signing, Striping, Caltrans Permit, Water Quality, Cost Estimate, Specs	2015	2017	X
City of Yorba Linda	Fredy Castillo (714) 961-7170 fscastillo@yorba-linda.org 4845 Casa Loma Avenue Yorba Linda, CA 92886	Annual Pavement Preservation Program (10 streets)	Pavement Rehab Design, Striping, ADA Compliance	2015	2016	X
City of La Mirada	Gary Sanui (562) 902-2373 gsanui@cityoflamirada.org 13700 La Mirada Boulevard La Mirada, CA 90638	Neighborhood Streets Rehabilitation (38 streets)	Pavement Rehab Design, Parkway Repair, Storm Drain Rehab, Specs, Cost Estimate	2014	2015	X
City of Yorba Linda	Jacki Scott, now at City of Laguna Niguel (949) 362-4386 jscott@cityoflagunaniguel.org 30111 Crown Valley Parkway Laguna Niguel, CA 92677	City Wide Pavement Rehabilitation (49 streets) (multi-year contract)	Pavement Rehab Design, ADA Compliance, Specs, Cost Estimate	2009	2015	X
ADA						
Caltrans District 12	Naser Saleh (657) 328-6089 Naser.saleh@dot.ca.gov 1750 E 4 th St #100 Santa Ana, CA 92705	Huntington Street at Pacific Coast Highway	Civil Design, ADA Compliance, Pedestrian Detours	2016	2017	X
Caltrans District 12	Christopher Le (657) 328-6113 Christopher.h.le@dot.ca.gov 1750 E 4 th St #100 Santa Ana, CA 92705	Imperial Highway (SR 90) ADA Curb Ramps and Driveways Upgrade	Civil Design, ADA Compliance	2016	2017	X



Drainage						
City of Yorba Linda	Fredy Castillo (714) 961-7170 fscastillo@yorba-linda.org 4845 Casa Loma Avenue Yorba Linda, CA 92886	Bastanchury Road / Rose Drive Storm Drain Improvements	Hydrology, Hydraulics, Drainage, Estimates, Specs, Utility Coordination	2016	2020	X

Section 2.1: References

The following representative projects demonstrate our street reconstruction qualifications similar to that required for the Street Reconstruction Project – Zones C & F. References are given for the project samples.

Great Streets 2017-2019 Pavement Rehabilitation Improvements Design Project

Client: City of San Gabriel
Address: 917 E. Grand Avenue, San Gabriel CA 91778
Contact: Angela Cheng, PE
Email: scheng@sgch.org
Phone: (626) 308-2825
Completion: 2020



In this project, the City identified two phases with 9 streets in each phase requiring complete reconstruction. Civil Works provided design services for the pavement rehabilitation and reconstruction of 18 streets (3.6 miles). The 18 streets are located primarily in residential and commercial areas of the City. Since most of 18 streets have not been rehabilitated for more than 20 years, the existing roadway asphalt exhibits signs of various asphalt distress including block, transverse, longitudinal, map, and alligator cracking. The project included field review, surveying, geotechnical investigations, pavement analysis, geotechnical report, pre-design report, ADA ramp reconstruction, sidewalk reconstruction, striping, final design including plans, specifications, and estimates, bidding document preparation, and bidding and construction support. The analysis included review of full depth reconstruction with cement stabilized or recycled asphalt concrete layers with an option for cold central plant recycling (CCPR). The City selected AC over cement stabilized pulverized base (CSPB). Phase 1 was estimated at \$1.69 million and the range of bidders in July 2018 was from \$1.45 to \$1.92 million. Phase 2 is under construction. Phase 2 was estimated at \$2.34 million and the range of bidders in July 2019 was from \$1.44 to \$3.50 million.

MacArthur Boulevard & University Drive Pavement Rehabilitation

Client: City of Newport Beach
Address: 100 Civic Center Drive, Newport Beach, CA 92660
Contact: Patricia Kharazmi
Email: pkharazmi@city.newport-beach.ca.us
Phone: (949) 644-3344
Completion: 2019



The City desired to improve the wearing surface of MacArthur Boulevard and University Drive and identified the project through their Pavement Management Program indications. The rehabilitation extended on MacArthur Boulevard from Ford Road / Bonita Canyon Drive to the SR-73 (4,050') and on University Drive from Jamboree Road to the east side of the SR-73 northbound ramps (2,450'). The City also desired to reconstruct deteriorated concrete flatwork, upgrade pedestrian facilities to ADA and restripe using the new 6" stripes with a slightly changed cross section.





ENGINEERING DESIGN SERVICES FOR
STREET RECONSTRUCTION PROJECT - ZONES C & F
City of Lomita

After preparation of the Pavement Investigation Reports, the agreed upon pavement rehabilitation strategy on MacArthur Boulevard was to use 2" asphalt rubber hot mix (ARHM) over 4" base for a 10-15 year service life for the section from Bison to SR-73 and 2" ARHM over 1.5" base from Ford Road to Bison. On University Drive, we examined an alternative approach is for a test pilot program using fiber for a portion of the length. Upon coordination with the fiber manufacturer however, it was decided this was too expensive, so it was revised to a conventional structural section. Most of the section was constructed using 2" ARHM over 1.5" base providing a 20-year design life.

We prepared plans for pavement rehabilitation including 50' cross sections and plan and profile. A Caltrans permit and traffic handling plans within Caltrans jurisdiction were prepared for the work that extended traffic handling onto their SR 73 facilities. The project also involved field review, surveying, geotechnical investigations, utility coordination, base plan development, pavement analysis, stage construction and traffic handling, traffic detour, street improvement design, signing and striping, specifications, cost estimate, and construction support. The project was successfully constructed. *La Belle Marvin performed the pavement investigation needs for this project.*

Dover Drive Improvements Pavement Rehabilitation and Streetscape Improvements

Owner/Client: City of Newport Beach
Address: 100 Civic Center Drive
Newport Beach, CA 92660
Contact: Patrick Arciniega
Email: PArciniega@newportbeachca.gov
Phone: (949) 644-3347
Completion: 2017



A major Orange County Sanitation District aged trunk line sewer was replaced within Dover Drive which caused significant damage to the street surface. As a result, the City initiated a street improvement project with along Dover Drive and Westcliff Drive to improve the pavement and also to improve the aesthetics. The project involved the rehabilitation of the two existing roadways and construction of new and in some locations, widened landscaped medians. The improvements on Dover Drive extend between Coast Highway and Irvine Avenue, approximately 1.4 miles and on Westcliff Drive from Dover Drive to Irvine Avenue. A change in aesthetics was also requested by the City and therefore, our team developed alternative landscape palettes from which the City could choose the preferred new look. The project additionally included curb ramp improvements, traffic signal upgrades, traffic handling storm drain catch basin upgrades, and new irrigation and landscaping. Coordination and an encroachment permit were necessary from Caltrans for the work on Dover Drive at the intersection with Pacific Coast Highway. We coordinated with the existing utility companies including AT&T, City of Newport Beach water, The Gas Company, SCE, OCS, and Time Warner.

City Wide Pavement Rehabilitation

Owner/Client: City of Yorba Linda
Address: 30111 Crown Valley Parkway
Laguna Niguel, CA 91677
Contact: Jacki Scott (now at City of Laguna Niguel)
Email: jscott@cityoflagunaniguel.org
Phone: (949) 362-4386
Completion: 2009, 2010, 2011, 2015



As part of our on-call contract, Civil Works prepared four sets of construction documents over four different fiscal years for the pavement rehabilitation of multiple residential streets throughout the City. In 2009 the rehabilitation included six streets, in 2010, seven streets, and in 2011, 26 streets were included within the project. In 2015, the



project included a slurry seal or grind/overlay for 10 streets. Plans included patch repair of damaged and failed pavement areas, repair of damaged parkway improvements, grinding and pavement overlay. All projects were successfully constructed.

Neighborhood Streets Pavement Rehabilitation (38 Streets)

Owner/Client: City of La Mirada
Address: 15515 Phoebe Avenue
La Mirada, CA 90638
Contact: Gary Sanui, Public Works Manager
Email: gsanui@cityoflamirada.org
Phone: (562) 902-2373
Completion: 2015

The project involved planning pavement repair and rehabilitation, parkway repair, and storm drain rehabilitation for 38 residential streets. The intent of the project was to identify and quantify areas of distressed asphalt concrete pavement, determine method of asphalt concrete pavement rehabilitation, identify, and quantify areas of damaged or lifted concrete sidewalk and damaged, lifted or depressed curb and gutter. These were summarized in a written report providing recommendations to repair the distressed pavement (typically dig-outs), method of pavement rehabilitation (slurry seal, grind and overlay, pavement reconstruction), and method of curb and gutter and sidewalk repair (grinding tripping hazards, remove and replacement).



The project included video inspection of the existing CMP storm drains and subsequent recommendations. Rehabilitation involved installing liners rather than replacement with RCP. We prepared the construction plans, specifications, bid list and construction estimate to complete the rehabilitation work.

Idaho Street, Montana Avenue & Washington Street Pavement Rehabilitation

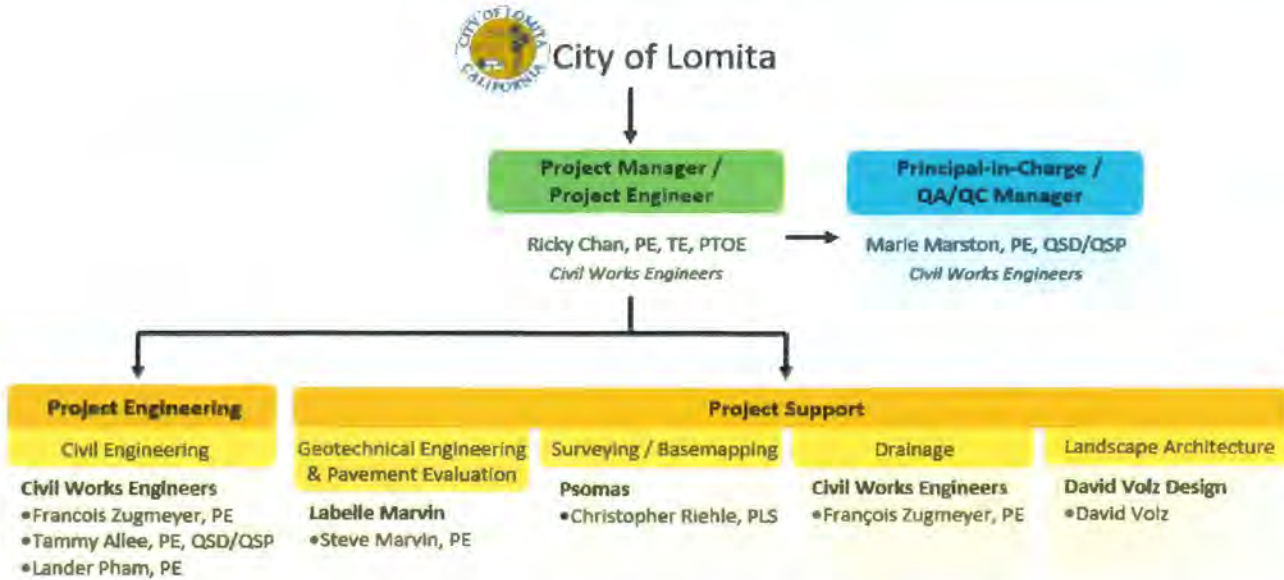
Owner/Client: City of Buena Park
Address: 6650 Beach Boulevard
Buena Park, CA 90622
Contact: Wood Nosome (retired), for questions please contact Nabil Henein, Public Works Director
Email: nhenein@buenapark.com
Phone: (714) 562-3678
Completion: 2014



The project involved rehabilitation of three adjoining streets surrounded by residential homes and an elementary school. Rehabilitation involved two different methods: grind and overlay or removal and reconstruction. The scope also included repair of sidewalks, curb and gutter, and driveway approaches.



Section 2.2: Project Team



Civil Works Engineers, Inc. is a professional civil engineering consulting firm formed in 2005 and based in Costa Mesa, California. Our staff has a tremendous amount of experience preparing preliminary and final civil and traffic engineering for roadway improvements for public agencies meeting all requirements. We have a wide variety of transportation experience that encompasses civil and traffic roadway planning and design for improvement projects, ranging among rehabilitation projects, roadway widenings, roadway narrowings, intersection improvements, and interchange improvements projects. CWE has completed 153 street rehabilitation projects in our 15-year history for 12 different agencies.



LaBelle Marvin, Inc. (LMI) is a distinguished full-service pavement engineering firm situated in southern California, with over 46 years of experience in all pavement related projects serving local, state, and national clients. LMI offers the latest in pavement engineering services with their innovative techniques utilized to test, analyze and design all pavement related projects with their investigative services both in the field and in the laboratory by the utilization of their Falling Weight Deflectometer (FWD), Ground Penetrating Radar (GPR), materials laboratory and their certified technical and engineering staff.



Psomas was founded in 1946 by George Psomas as a land surveying firm offering land surveying and mapping, environmental consulting, civil engineering, and construction management services. Today, Psomas is ranked number one in surveying in California by *Engineering News Record* (ENR) magazine based on revenue and employs more than 600 staff in 16 offices. Psomas is renowned for producing award-winning projects through innovation, creativity, and cutting-edge technical expertise.



David Volz Design is committed to the creative design of outstanding public spaces. DVD develops streetscapes and all types of public landscapes to meet the specific needs of the client's communities. The DVD team works within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.





The experience and qualifications of personnel assigned to this project is detailed below.

RICKY CHAN, PE, TE, PTOE, Project Manager / Project Engineer

KEY STRENGTHS:

- 20 years of experience in roadway, traffic, and municipal engineering projects
- Well-rounded experience in many aspects of street design projects including roadway geometrics, traffic signals, signing and striping, construction staging and traffic handling, and utility impacts
- Adept at agency coordination among cities, other local agencies, and other project stakeholders



RELEVANT PROJECTS:

Great Streets Project 2017-19, City of San Gabriel. Project Manager / Project Engineer. Pavement rehabilitation and reconstruction design services for 18 streets (3.6 miles) over two phases/construction document packages.

MacArthur Boulevard & University Drive Pavement Rehabilitation, City of Newport Beach. Project Manager / Project Engineer. This rehabilitation design project extends on MacArthur Boulevard from Ford Road / Bonita Canyon Drive to the SR-73 and on University Drive from Jamboree Road to the SR-73 northbound ramps.

Pacific Coast Highway (SR-1) Roadway Preservation Project in Two Locations, from Vista Del Sol to 7th Avenue in Laguna Beach, and from Crescent Bay Drive to Newport Coast Drive, City of Newport Beach. Project Engineer. Prepared final TMP, utility conflict maps, pavement delineation plans, sign plans, stage construction and traffic handling plans, SWDR, specifications, quantities, and estimates.

Seal Beach Boulevard, Westminster Avenue to I-405, City of Seal Beach. Project Engineer. This project reconstructed 2 ½-inch AC overlay for a 1-mile-long roadway segment. The project included full roadway pavement section, sidewalk, curb and gutter replacement and reconstruction, ADA ramp updates, traffic signal loop replacement, signing and striping, and preparation of final PS&E. Project utilized federal funding.

Florence Avenue, Studebaker Road, Little Lake (SB Ramp I-605), and Fairford Avenue Pavement Rehabilitation Project, City of Downey. Assistant Project Manager. The project involved field review, surveying, geotechnical investigations, base plan development, pavement analysis, stage construction plans, detour, ADA ramp updates, sidewalk and curb and gutter repairs, signing and striping, and Caltrans coordination for encroachment permit.

San Antonio Drive/Norwalk Boulevard Pavement Rehabilitation, City of Norwalk. Assistant Project Manager. The work included pavement rehabilitation with 2" exist asphalt grinding and AC overlay, full depth AC replacement, sidewalk, curb ramp, catch basin, raised median and curb and gutter replacement and reconstruction, signing and striping, traffic loop replacement, traffic signal modifications and conduit replacement and rewiring.

AVAILABILITY: 65%

TENURE AT CWE: 4 yrs

REGISTRATIONS:
Professional Engineer
(California), #71389

Traffic Engineer, #2673

Professional Traffic
Operations Engineer,
#3685

EDUCATION:
B.S. in Civil Engineering
University of California,
Irvine, 2000



MARIE MARSTON, PE, Principal-In-Charge, QA/QC Manager

KEY STRENGTHS:

- 35+ year career of street and site planning, design, and construction
- Variety of experience ranging from small to large street projects
- Experience working with both the public and private sector including cities, counties, state agencies, federal agencies, school districts, universities, and developers



RELEVANT PROJECTS:

Great Streets Project 2017-19, City of San Gabriel. Principal in Charge/QC Manager.
Pavement rehabilitation and reconstruction design services for 18 streets (3.6 miles) over two phases/construction document packages.

MacArthur Boulevard & University Drive Pavement Rehabilitation, City of Newport Beach. Principal in Charge / QC Manager. This rehabilitation design project extends on MacArthur Boulevard from Ford Road / Bonita Canyon Drive to the SR-73 and on University Drive from Jamboree Road to the SR-73 northbound ramps.

Neighborhood Street Rehabilitation, City of La Mirada. Principal in Charge /QC Manager. Prepared final construction plans, specifications, bid list and construction estimate for rehabilitation work for 38 residential streets including parkway repair and storm drain rehabilitation.

Dover Drive Improvements, City of Newport Beach. Principal in Charge/QC Manager. Rehabilitation design and new landscaped center medians and widening of existing landscaped center medians, curb ramp improvements, traffic signal upgrades, catch basin upgrades, and new irrigation and landscaping.

Kass Drive/Thomas Street/Page Street Pavement Rehabilitation, City of Buena Park. Principal in Charge/QC Manager. Prepared the rehabilitation design for three severely deteriorated industrial area streets. Rehabilitation involved three different methods – overlay, removal and reconstruction and reconstruction by cement treatment of existing base materials including curb ramp construction and parkway repair.

Multiple Streets Rehabilitation, City of Yorba Linda. Principal in Charge/QC Manager. In 2009 the rehabilitation included six streets, in 2010, seven streets, and in 2011, 26 streets were included within the project. In 2015, the project included a slurry seal or grind/overlay for 10 streets. Plans included patch repair of damaged and failed pavement areas, repair of damaged parkway improvements, grinding and pavement overlay.

145th Street & Manhattan Beach Alley Pavement Rehabilitation, City of Lawndale – Principal. Pavement rehabilitation design on collector street and alley including geotechnical investigation and pavement analysis report to determine the recommended pavement rehabilitation alternative.

AVAILABILITY: 20%

TENURE AT CWE: 15 yrs

REGISTRATIONS:
Professional Engineer
(California), #38798

SWPPP Developer &
Practitioner, #23572

**COMMUNITY SERVICE
AFFILIATIONS:**

Harbor Commission – City
of Newport Beach Council
Appointed Commissions,
2019 – present

Parks, Beaches &
Recreation Commission –
City of Newport Beach,
2006-2017

General Plan Advisory
Committee – City of
Newport Beach Council
Appointed Member, 2003
2006

EDUCATION:

B.S. in Civil Engineering
Oregon State University,
1980

M.B.A., University of
California, Irvine, 1988



FRANÇOIS ZUGMEYER, PE, Senior Drainage Engineer

KEY STRENGTHS:

- 47-year career of street and site planning, design, and construction
- Heavily experienced in planning and design of street improvements
- Experience includes right of way engineering, utilities, construction staging and traffic handling, detours, signing, and pavement delineation
- Significant experience in projects requiring ADA compliance
- Experience includes construction staging and utility coordination and involvements



RELEVANT PROJECTS:

MacArthur Boulevard & University Drive Pavement Rehabilitation, City of Newport Beach. Senior Manager / Project Engineer. This pavement rehabilitation project is to extend on MacArthur Boulevard from Ford Road / Bonita Canyon Drive to the SR-73 (4,050') and on University Drive from Jamboree Road to the east side of the SR-73 northbound ramps (2,450') CWE prepared plans for pavement rehabilitation including 50' cross sections and plan and profile.

AVAILABILITY: 50%

TENURE AT CWE: 15 yrs

REGISTRATIONS:

Professional Engineer
(California), #31046

Bastanchury Road and Rose Drive Storm Drain Improvements, City of Yorba Linda. Project Engineer. Prepared a preliminary drainage report and conducting a hydrology study for all concepts and participated in the preparation of PS&E documents.

EDUCATION:

Civil Engineering
E.N.S.A.I., Strasbourg,
France, 1972

Rosecrans/Marquardt Grade Separation, City of Santa Fe Springs. Project Engineer. Responsible for preparation of hydrology study, drainage report and storms drain plans for the project. Storm water quality requirements included design of BMPs and preparation of a Standard Urban Storm Water Mitigation Plan (SUSMP) in accordance with County of Los Angeles requirements.

Residential Street Pavement and Parkway Rehabilitation, City of Costa Mesa. Senior Civil Engineer. Responsible for the preparation of final design plans for pavement rehabilitation of existing residential streets and repair of damaged curb and gutter, sidewalk, cross gutters, driveways, and curb ramps. Prepared detailed report of final parkway repairs and atlas maps for pavement rehabilitation to be included in the project specifications.

Pacific Coast Highway (SR-1) and Huntington Street Intersection Improvements, City of Huntington Beach. Senior Engineer. Design services included the preparation of street improvement plans, detail plans, signing and striping plans, pedestrian detour plans, construction cost estimate, specifications, and coordination with Caltrans.

Kass Drive/Thomas Street/Page Street Pavement Rehabilitation, City of Buena Park. Project Engineer. These industrial area streets were highly deteriorated. Pavement rehabilitation involved three different methods – overlay, removal and reconstruction and reconstruction by cement treatment of existing base materials. Included curb ramp construction and parkway repair. Prepared pavement rehabilitation plans, striping plans, traffic handling plans, specifications and estimate.





STEVE MARVIN, PE, Pavement Engineer

Steven R. Marvin, P.E., has more than forty-six years of experience in the area of pavement engineering. Mr. Marvin oversees final quality control for all data and inspections performed by LMI operations of the asphalt concrete laboratory, field sampling, pavement evaluations, and testing of roadway, aggregate and subgrade materials, soil stabilization design and evaluation, pavement design, rehabilitation design for existing pavement systems, and complete investigations of material and/or design caused pavement failures.



RELEVANT PROJECTS:

Cameo Highland Residential, Newport Beach. Pavement Engineer. LMI performed a thorough structural investigation of the roadway to determine specific needs and explore rehabilitation alternatives.

Camino Capistrano & Avenida Aeropuerto, San Juan Capistrano. Pavement Engineer. LMI performed a thorough structural investigation of the roadway to determine specific needs and explore rehabilitation alternatives.

Camino De Los Mares, San Clemente. Pavement Engineer. LMI performed a thorough structural investigation of the roadway to determine specific needs and explore rehabilitation alternatives.

AVAILABILITY: 20%

TENURE AT LABELLE MARVIN: 35 yrs

REGISTRATIONS:
Professional Civil Engineer, (California), #30659

EDUCATION:
BSCE, California State University, Long Beach

CHRISTOPHER RIEHLE, PLS, Survey Manager

Chris Riehle has 19 years of experience in a wide array of survey and mapping disciplines, including ALTA/NSPS Land Title Surveys, boundary analysis, topographic mapping, preparation and review of parcel maps, final maps and Records of Survey, lot line adjustments, legal description preparation, analysis and mapping of rights-of-way and easements, and extensive GPS post-processing and geodetic control network establishment throughout California.



RELEVANT PROJECTS:

City of Los Angeles, Complete Streets Program (TOS 38), Los Angeles, CA. Office Surveyor. Mapping included location of all surface visible improvements, including utilities, driveways, curbs, flowlines, and ramps over 22 miles of roadway.

LA Metro, HOT Express Lanes Design-Build, Los Angeles County, CA. Project Manager for post-construction as-built surveys including mobile and fixed laser scanning, and conventional design surveying services of final project close-out.

Orange County Fair and Event Center, Costa Mesa, CA. Project Surveyor. Aerial Mapping collected all visible features for roadway, utilities, and cultural items in support of the conventional ground survey. DTM break lines and mass points supplemented select planimetric features for triangulation of a surface model and ultimately the creation of the 1' contours for the entire site.

AVAILABILITY: 50%

TENURE AT PSOMAS:
3 yrs

REGISTRATIONS:
Professional Land Surveyor (California), #9453

EDUCATION:
B.S. in Geography, GIS Minor, California Polytechnic University, Pomona, 2002



DAVID VOLZ, Lead Landscape Architect

David Volz has over 30 years of experience in the design of successful public landscapes, streetscapes, and parks. He has managed public design projects including the master planning, design, and construction of municipal projects for more than 100 public agencies in California. Mr. Volz has a broad base of experience focused in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He has comprehensive experience in storm water treatments, habitat restoration, walking trails and water conservation. He has an excellent reputation for facilitating community outreach programs for park design through the public input process.



AVAILABILITY: 20%

TENURE AT DVD: 22 yrs

REGISTRATIONS:
Landscape Architect
(California), #2375

Qualified Stormwater
Professional, QSD/QSP

EDUCATION:
B.S. in Landscape
Architecture, California
State Polytechnic
University, Pomona, 1981

RELEVANT PROJECTS:

Washington Blvd & I-5 On-Ramp, City of Commerce. Principal-in-charge. The City desires to install aesthetic improvements at the I-5/Washington Boulevard interchange, primarily consisting of landscaping, bridge painting, and a monument sign.

Santiago Park Gas House, City of Santa Ana. Principal-in-charge. Renovation of the existing gas house to educate the public about the gas house and the important contribution that the Works Progress Administration made in the 1938 construction of Santiago Park.

Turf Median Replacement, City of Norwalk. Principal-in-charge. This EEMP grant funded project included the removal of turf and replaced with low water use and drought tolerant plantings within medians and side panels.

Section 2.3: Previous Experience working with Subconsultants

Civil Works Engineers has worked with our subconsultants recently on the following projects:

La Belle Marvin –

City of Newport Beach – MacArthur Boulevard & University Drive Pavement Rehabilitation

David Volz Design –

City of Santa Ana – Santiago Park Rejuvenation

City of Newport Beach – Balboa Boulevard Street Improvements

City of Glendale – Fremont Park Rehabilitation

Psomas –

City of Fontana – Highland Avenue at Mango Avenue Traffic Signal and Street Widening

City of Bellflower – Lakewood Boulevard at Alondra Boulevard Intersection Improvement



Section 3: Scope of Work and Project Approach

Section 3.1: Project Understanding

AC Reconstruction and AC Overlay

As described in the Request for Proposals, the City of Lomita desires to rehabilitate the pavement of twenty (20) street segments within the City. Listed below on table 1-Project Limits, is a summary of the proposed project street limits with a total of 11,765 linear feet (2.22 miles) of reconstruction.

Table 1 – Project Limits

No.	STREET	EXTENT	STREET WIDTH (ft)	SEGMENT LENGTH (ft)	ZONE C/F	AC OVERLAY	AC RECON-STRUCT	# TOTAL CORES
1	240th St	Narbonne Ave to Benhill Ave	32	480	C	X		2
2	Benhill Ave	240th St to Southern Street End	30	250	C	X		2
3	Lucille Ave	Lomita Blvd to 243rd St	24	550	C	X		2
4	Alliene Ave	Lomita Blvd to 241st St	24	1,160	C	X		3
5	Hendricks Ave	245th St to Northern Street End	30	530	C	X		2
6	Lomita Park Pl	Eshelman Ave to Western St End	36	680	C	X		2
7	245th St	Woodward Ave to Cadiz Dr	36,40	520	C	X		2
8	Adona Dr	Cadiz Dr to Western Street End	30	285	C	X		2
9	Cadiz Dr	245th St to Southern Street End	30,36	520	C	X		2
10	Allbrook St	Eshelman Ave to Western St End	30	480	C	X		2
11	245th St	Narbonne Ave to Woodward Ave	32,34	320	C		X	
12	245th St	Cadiz Dr to Eastern Street End	34	550	C		X	
13	Cypress St	Lomita Blvd to 246th Pl	30	695	F	X		2
14	248th St	Woodward Ave to Eshelman Ave	30	1,345	F	X		3
15	Bani Ave	250th St to Southern Street End	36	140	F	X		2
16	Cypress St	246th St to 247th St	30	340	F		X	2
17	Moon Ave	Lomita Blvd to 247th St	30	830	F		X	
18	248th St	Cypress St to Narbonne Ave	30	800	F		X	
19	247th St	Woodward Ave to Oak St	30	470	F		X	2
20	Woodward Ave	247th St to 250th St	30	820	F		X	2
			TOTAL	11,765				34

AC reconstruction will extend from curb-to-curb with alternative treatment such as conventional hot mix asphalt (HMA), asphalt rubberized hot mix (ARHM), cold in place recycling, base reconstruction, etc. Pavement repair strategies and methods will be evaluated to recommend an appropriate and cost-effective alternative for each street segment. It is not anticipated that street profiles would need to be modified.



The street improvements will also address the following as applicable for each street:

- Adjustments of manholes and utility valve covers
- Replacement of traffic signal loop detectors
- Replacement of striping, pavement markings and pavement markers

The pavement investigation and report will be prepared to address each street segment and determine appropriate potential reconstruction alternatives. From this information, we will prepare a memo summarizing the alternatives and associated costs for the City to evaluate the repair options. Following the City's review and approval of the preferred reconstruction approach, we will prepare design PS&E.

ADA Curb Ramps

Existing curb ramps not meeting ADA requirements will be reconstructed as part of the street reconstruction. The City identified seventy-seven (77) existing curb ramps that may need reconstruction. The RFP's attachments E and F provide the curb ramp locations and type of work for each. Table 2 below provides a summary.

Table 2 – Summary of Curb Ramp Work

ZONE C/F	NUMBER OF CURB RAMPS NEED INVESTIGATION	NUMBER OF CURB RAMPS NEED RECONSTRUCTION
C	2	37
F	9	29
TOTAL	11	66

Lomita Boulevard and Narbonne Avenue Aesthetic Upgrades

The City would like to create a vibrant environment at the intersection of Lomita Boulevard and Narbonne Avenue. The potential aesthetic upgrades include landscaping of medians, crosswalk modifications, street lighting, city markers and signs, curb and gutter, tree planting, etc. Three alternatives of aesthetic upgrades will be prepared and presented to City Council for review. The selected alternative is expected to be included in the final design. As it is currently unknown what improvements will be included in the design, this scope includes the identification of ideas, concept plan preparation, recommendations, and a presentation to the City council.

Stormwater Collection Upgrade

We understand there are drainage concerns at Moon Avenue/247th Street and Lomita Boulevard/Narbonne Avenue and we will develop design for efficient stormwater collection. We will review the as-builts of the existing system, the area topography from the aerial map, and flow information the City has. A hydrology study of the drainage basin is not included in our scope.

Section 3.2: Scope of Work

Based on the RFP and field review of the project site, the following scope of services is presented for the PS&E.

Task 1	Pre-Design Meeting
Task 2	Pavement Investigation and Analysis
Task 3	Plans, Specifications and Estimate (PS&E)
Task 4	Bid Package
Task 5	Bid and Construction Support



Task 1 – Pre-Design Meeting

We anticipate four project meetings will be held as follows: kickoff meeting for overall coordination, establishment of project direction, scope, budget details, and schedule; second meeting (progress meeting) at 60% level of completion; third meeting (progress meeting) at 90% level of completion; and fourth meeting (progress meeting) at the 100% level of completion. The purpose of the progress meetings is to maintain communication with the City, discuss progress and ensure delivery on schedule, discuss specific issues, exchange information, and receive guidance and direction. Agendas and meeting minutes will be prepared.

Task 2 – Pavement Investigation and Analysis

Field sampling by pavement coring method shall be performed on each roadway segment. Each location will be located within the right wheel track, extending 4' below the finish surface. All locations be backfilled and patched, per City of Lomita requirements.

- 34 total pavement core locations will be sampled including existing asphalt concrete and PCC layers, and the sampling of the underlying soils. Sample specimens shall be measured, labeled, and transported back to LMI's Caltrans certified and AASHTO accredited laboratory for further analysis. See Table 1 in Section 3.1 "Project Understanding" for number of pavement coring will be performed for each street.
 - All sampling operations shall comply with the City's no fee encroachment permit requirements.
 - Professional traffic control shall be provided per MUTCD standards.
 - Underground Service Alert will be notified and a meeting held, if requested, with concerned utilities to relocate test sites, as necessary.
 - A core log and core location plan shall be included in the final report
- Existing cross slopes, taken by digital smart level, shall be obtained at select locations in the field during the coring operations. Existing cross slopes shall be utilized to verify compliance with City standards.

Ground Penetrating Radar shall provide additional asphalt concrete thickness information on a continuous basis, providing up to 3 tests per linear foot, without the need to increase the proposed pavement coring efforts. This is a substantial cost saving to the City while providing greater information to our engineers. The measured asphalt concrete pavement thickness shall be mapped by depth and location and provided onto aerial imagery.

Subgrade soil samples taken in the field will be identified, labeled, and measured during the sampling process. Data developed during the laboratory testing will be utilized to project probable field support conditions during construction and highlight where appropriate special care may be required during roadway preparation.

Evaluation of the present pavement thicknesses utilizing component analysis with R-value data will be combined with future traffic estimates (Traffic Index provided by City) for design and development of suitable, alternative replacement sections. Laboratory tests included within this investigation are as follows:

- Moisture Content Tests (CA 226): Subgrade soil samples taken in the field will be visually classified and the in-situ moisture content will be determined per sample location.
- R-Value Tests (CA 301): Representative sample(s) will be selected and tested for R-Value (soil strength) determinations on the subgrade.

LaBelle Marvin shall perform a site evaluation of site conditions. Conditions shall be recorded for the purposes of compiling the recommendation plans and report. Compare field conditions with thickness data obtained



during core sampling and GPR scanning. We will compare field conditions with component analysis based on laboratory subgrade strength testing for the purpose of providing needed structural improvements.

Engineered recommendations for alternate methods of pavement rehabilitation, and/or reconstruction, (where conditions dictate) inclusive of a pulverization alternative, where feasible, will be developed based of the materials investigation. Pavement will be designed in accordance with the City's design standards and California Design Manual for Flexible Pavement and Roadway Rehabilitation. Designs shall be based on City provided traffic index and design life criteria. Final rehabilitation concept plans of each strategy will be created in AutoCAD and produced onto color media 11" x 17", suitable for conveying alternative methods of improvement.

A final report shall be provided inclusive of all data developed during the investigation with the most cost effective design rehabilitation alternatives, structural replacement sections for areas of reconstruction, material specifications, field, and laboratory test data.

Task 3 – Plans, Specifications and Estimate (PS&E)

Task 3.1 AC Reconstruction and AC Overlay

This task includes the preparation of construction plans. We have assumed we will prepare one set of plans for all 20 street segments. Aerial survey mapping in 20 scale will be performed for all 20 street segments. The aerial mapping will be taken at locations depicted in blue with 17 control points as depicted in red in the figure below:





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STREET RECONSTRUCTION PROJECT - ZONES C & F
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Conventional field survey will be performed for the two intersections with aesthetic and/or drainage upgrades and be taken from right-of-way to right-of-way and 50-foot interval survey cross sections and include sidewalk, horizontal locations and elevations of top of curb, edge of gutter, flowline, surface utilities, crown profile, driveways, curb cuts, catch basins, curb ramps, etc. Field survey limits for the two locations are as shown in red below:



Lomita/Narbonne



Moon/247th



The plans related to pavement reconstruction will be prepared on 24" by 36" sheets using AutoCAD Civil 3D 2020. The plan set is expected to include the following sheets.

- Title sheet (1 sheet)
- Typical Sections (2 sheet)
- Layout Plans at 1" = 40' (5 sheets) – including centerline and public right of way line
- Signing and Striping plans at 1" = 40' (5 sheets) – includes signing, striping, pavement marking, pavement markers, painted curb length, and loop detectors

Curb and gutter profiles are not typically prepared for a pavement rehabilitation project. Although full reconstruction may be needed for these streets, it is not anticipated that curb and gutter would need to be replaced and therefore, no roadway profiles are included in this proposal.

The roadway plans will include removals, pavement rehabilitation improvements and utility adjustments. Curb ramps to be modified will be shown. No improvements are expected to the concrete portions of the roadways, i.e. curb and gutter, sidewalk, bridges, bus stops, bus turnouts, etc. The design will be ADA compliant.

Striping sheets will be prepared to replace the striping following the pavement rehabilitation. Changes from the existing striping are not anticipated, however, the striping must be restored. Additionally, loop detector replacements will be shown on the striping sheets. Existing signing will be inventoried during our field review for ease in re-creation on the plans. Modifications to signs are not anticipated.

We will prepare technical specifications in Word in conformance to the latest editions of the Standard Specifications for Public Works Construction (Greenbook), City Standard plans, Standard Plans for Public Works Construction, State of California Department of Transportation (Caltrans) Standard Plans and Specifications, California Manual on Uniform Traffic Control Devices (CA MUTCD), incorporating City general conditions.

Task 3.2 ADA Curb Ramps

Seventy-seven (77) curb ramps, as indicated in the RFP's attachments E and F, to be modified or reconstructed will be shown on the layout plans with the type of ramp per APWA standard drawings. The layout plan will also include a tabulated list detailing the types of curb, locations, and materials.

Aerial survey will be performed on existing curb ramp and curb return at each of 77 curb ramp locations to assess their ADA compliance. The survey will include existing curb ramp, surface utilities, other topographic features, etc. that will provide constraints to the curb ramp design.

We will perform a field review of each street segment and curb ramp locations and take photographs. The photographs will document the before condition. We will also identify and note specific site constraints and existing conditions as observed. We will summarize any findings of difference between our visual review and the as-builts. As-builts are expected to be provided by the City.

Task 3.3 Lomita Boulevard and Narbonne Avenue

We will provide recommendations and design alternatives to upgrade aesthetic condition and ADA compliance at the intersection of Lomita Boulevard and Narbonne Avenue. The upgrades include curb ramps, curb and gutter, crosswalk modifications, tree planting, landscaping of medians, street lighting, City markers and signs, etc. We will provide 3 alternatives to be presented to the City Council for the preferred selection. The detailed scope of the aesthetic upgrades will be discussed and determined during the project kick-off meeting.



The intersection improvement plans will be prepared on 24" by 36" sheets in 1" = 40' scale using Autocad Civil 3D 2020. The plan set is expected to include the following sheets.

- Intersection Street Improvement Plan (1 sheet)
- Intersection Signing and Striping Plans (1 sheet)

Task 3.4 Stormwater Collection Upgrade

We will perform a drainage review and design and prepare the storm water collection improvement plans for the intersections of Moon Avenue/247th Street and Lomita Boulevard and Narbonne Avenue. The drainage review will include the review of existing site grading, storm drain system, and available grading and storm drain as-builts so that we can determine the reasons of existing stormwater collection inefficiency. The plan set is expected to include the following sheets.

- Stormwater Collection Improvement Plan for Moon Avenue and 247th Street intersection (1 sheet)
- Stormwater Collection Improvement Plan for Lomita Blvd and Narbonne Avenue intersection (1 sheet)

The plan will be designed with eco-friendly material and construction method and ecological sustainability.

Task 3.5 Engineer's Estimate

The engineer's quantity and cost estimate will be prepared in Excel spreadsheet at 60%, 90%, and 100% level of completion. The cost estimate informs the City of the upcoming financial obligation and provides the engineer's estimate. The estimate will show quantities and unit prices for each work item along with appropriate mobilization and contingency costs including utility adjustments, tie out and resetting of survey monuments, record and filing of corner records for the monuments. We will research the latest unit prices available and consult with the City on specific prices and use our own information from other recent bids as well as City of Lomita and other city's cost data as available to ensure the unit prices are current.

We anticipate submittals of the plans at the 60%, 90% and 100% level of completion. Review comments from the previous submittal will be addressed and responses will be provided with the latest submittal.

Task 3.6 Utility Research, Confirmation Letter and Coordination

Utility coordination can often be critical design function to ensure a smooth construction. If utility facilities are not identified, coordination is not made, and issues arise during construction it could cause a slow-down or stoppage leading to change orders. This task involves more than the collection and mapping of facilities, it involves continuing our contact with the owners after their facilities are mapped and our design has been determined such that conflicts can be identified and coordination ensued to develop an appropriate action plan.

We would begin by making contact with all utility companies with facilities within the project limits to inform them of this project and obtain their as-built plans to verify locations, types, and sizes of facilities and include on our base map. While vertical information is many times unavailable, we would need to coordinate with the owners to understand their depths and whether the new structural sections would impact the facilities. Once the information is added to our base maps, we would forward them to the utility companies for verification.

Following confirmation of mapping, this task includes continued coordination and related follow-up with the affected underground and overhead utility companies regarding the specific impact locations. We would preliminarily determine any conflicts the improvements would have with the utilities and summarize the information on the plans. A log of all coordination and correspondence would be maintained throughout the



project development. We anticipate the utility conflicts would be minimal, consisting primarily of adjustment to grade of surface manholes and valve covers. We would, however, review the limits of the new structural section with the depth information to confirm there are no vertical conflicts.

Costs associated with utility surface features adjustments to grade would be included in our estimate. We do not anticipate a need for determination of prior rights since relocations and modifications to existing utility facilities are unlikely. Potholing is not anticipated to be necessary. No separate utility plans are anticipated. Design of the relocation or modification of facilities is not included.

Task 4 – Bid Package

We will prepare a bid package which includes the plans and technical specifications.

Using the cost estimate as a basis, we will determine which items in the cost estimate will be included as contract items in the bid list. We have found an essential part of the PS&E is preparing a bid list which references the specific Contractor's payment clause. By doing this, we ensure that all bid items have a clear manner of payment. We cross check the construction plans, cost estimate and bid item list to ensure all items of work have a means of payment and are accounted for in the bid and quantity estimate even if some bid items include multiple items as the engineer's cost estimate and bid proposal may not list the same items. It is also important to coordinate the method of payment, such as final pay items, partial pay items, lump sum items, etc.

Task 5 – Bid and Construction Support

We will provide professional support during bidding process and construction activities. We will perform the following activities as requested.

- Provide answers and information to bid questions or inquiry
- Attend pre-bid meeting
- Attend pre-construction meeting
- Review construction submittals (shop drawing review)
- Respond to Request for Information (RFI)
- Assist in cost estimate and analysis for Contract Change Order (CCO)

Optional Tasks

Optional Task #1 –Conventional Ground Survey for seven (7) streets with AC Reconstruction

Should the extent of reconstruction require the need for more precise plans, we have included an optional task for additional conventional ground survey for the seven streets requiring reconstruction. We would research horizontal and vertical control and recover nearby monuments for the basis of our surveys. Elevations would be established by conventional leveling from nearby County benchmarks. During this survey task, additional points may be established to facilitate the survey. We would utilize the City or County's offices to obtain corner records, street centerline ties, record maps, benchmarks, and GPS control data.

The ground topographic survey for these seven streets could be proposed to take 50-foot interval survey cross sections as needed to produce the construction details. The survey would be taken from right-of-way to right of way and include flow line, top of curb, back of walk, and the pavement elevations.



Optional Task #2 –Conventional Ground Survey for seventy-seven (77) Curb Ramps

Should the extent of reconstruction require the need for more precise plans, we have included an optional task for additional conventional ground survey for the seventy-seven curb ramps. We would survey the intersection curb returns for ADA compliance and reconstruction of the curb ramps at 77 curb ramp locations as mentioned in the RFP’s attachments E and F. The survey would include existing curb ramp, flow line, top of curb, gutter lip, back of walk, surface utilities within each curb return from BCR to ECR.

Exclusions from Scope of Work

- Roadway Profiles
- Hydrology/Hydraulics (Drainage) Study & Report
- Right of Way Engineering
- Utility Modification or Relocation Design (other than adjustments to grade)
- Street Light Design
- Utility Potholing
- Mix Design for CSPB or CIR
- Traffic Study & Report
- Water Quality Documentation (WQMP or SWPPP)
- Environmental Services
- Traffic Signal Modification Design (temporary or permanent)
- Plan Check / Permit Fees Cost
- Structure Modifications Design
- Private Property Owner Coordination & Meetings

Section 3.3: Key Project Concerns to Address

Pavement Determination Approach

Challenge: Due to visual signs of extensive pavement distress, the existing condition on at least 7 street segments may require full depth reclamation due to extent and severity of damage. See photo on the right for the street segment along 248th Street between Cypress Street and Narbonne Avenue. The City will be interested in an efficient and economical solution for the 20-year design life.



Solution: Based on sampling from our field investigation, we will evaluate conventional pavement sections with varying combinations of thicknesses of AC over aggregate base as well as full depth asphalt. Due to the extent of existing roadway dig outs (exceeding 40%), other remediation strategies become more viable and cost effective and therefore, we will consider full-depth reclamation (FDR) and cold central plant recycling (CCPR) which would be a beneficial environmental approach to make use of existing material. Following the identification of possible structural sections, we will perform value engineering and confer with the City for the appropriate design.

Stormwater Collection Upgrade

Challenge: City wants the consultant to design efficient stormwater collection at the intersections of Moon Avenue/245th Street and Lomita Boulevard/Narbonne Avenue. Based on the field review at the Moon Avenue and 245th Street intersection and a conversation with a resident in the area, there is a flooding problem occurring at the intersection during storm events. The cause of the flooding problem needs to be defined.

Solution: Based on the field review, the existing catch basin (see photo on the right) at the SE corner of the intersection is located at a sump location and appears small and perhaps undersized which may be the cause of the flooding problem. The flooding problem could also be caused by bad pavement or gutter slopes. We will perform field survey at this





intersection and get to know the site terrain. With the site terrain we can tell if the flooding is caused by the bad pavement and gutter slopes. We will perform a drainage review of site conditions and documents provided by the City and determine if there is inefficiency of the existing catch basin. Full analysis of the downstream system is not included.

ADA and Aesthetic Upgrade at the intersection of Lomita Boulevard and Narbonne Avenue

Challenge: City wants to upgrade the ADA compliance and aesthetic condition at the intersections of Lomita Boulevard and Narbonne Avenue. City is looking for 3 concept aesthetic enhancement alternatives and final construction plans to bring the concept into reality.

Solution: For the ADA compliance upgrade and based on the observations in field, below is a list of non-ADA compliant items at least that need to be upgraded:

- Aged and broken crosswalk pavers (see photo 1 on the right)
- Non-ADA Curb ramps at each corner (which are included in the 77 curb ramp investigation and reconstruction)
- Curb ramps are not centered within the crosswalk (see photo 2 on the right for the curb ramp at the NW corner)
- Utility within curb ramp (see photo 2 on the right for the pull box located inside the curb ramp)
- Missing pedestrian push button system in the eastbound and westbound direction



Photo 1



Photo 2

For the aesthetic upgrade, we have included David Volz Design to develop the 3 alternatives of concept plans. The following elements will be addressed in the concept plans:

1. The intersection could be upgraded with an interesting and creative layout with new crosswalks and special pavements.
2. The intersection corners could be redone with more interesting paving, street furnishing, light poles, and surface finishing improvements.
3. The street medians could be reimaged with more vibrant, green, updated landscape palette.
4. Architectural elements and perhaps artwork could be introduced within the medians and along the street edge.
5. The parkways and public lands near the parking areas and at nearby intersections could be treated to some updated, upgraded vibrant street enlivening elements.
6. Street edge bulb outs, new "found" green spaces and other "outside-the-box" ideas could be explored.

We will propose viable and beautiful options for the intersection. Themes and concepts, we put forward will be mindful of the construction and ongoing maintenance cost as well as water use. We will present the schemes to City staff, and upon receiving feedback, our team will update the layouts. We will present the findings and three



alternative plans to council. After City council and staff direction, we can prepare plans for the final aesthetic enhancements selected. The design work and construction plans for this will need to be negotiated at that time.

Section 3.4: Quality Assurance/Quality Control

To ensure that all deliverables will be free of errors, our Quality Assurance / Quality Control (QA/QC) program ensures correct and coordinated design documents. Our QA/QC plan will include checking and cross-checking prior to each submittal. The QA/QC process begins at the onset of the project and will be in effect throughout the contract duration to meet the project and City's guidelines and requirements during the project. Our reviews include:

Inter-Discipline Review – Managers of each applicable discipline will review the plans, design and/or reports.

Coordination Review – The project manager will review the plans, specifications and reports for proper coordination, accuracy, and submittal standards. Coordination with other team members such as survey, geotechnical, and landscape are performed to ensure consistency throughout the documents.

Submittal Review – An independent review of the plans, specifications and reports will be completed by the QA/QC manager prior to submittal to the City.

At final submittal, an additional cross-check is performed between the items and quantities in the bid list and that shown on the plans. Quality control is fundamental to Civil Works Engineers' success to ensure the projects are constructible. Our Principal-In-Charge is a firm believer in ensuring quality before submittals are made.

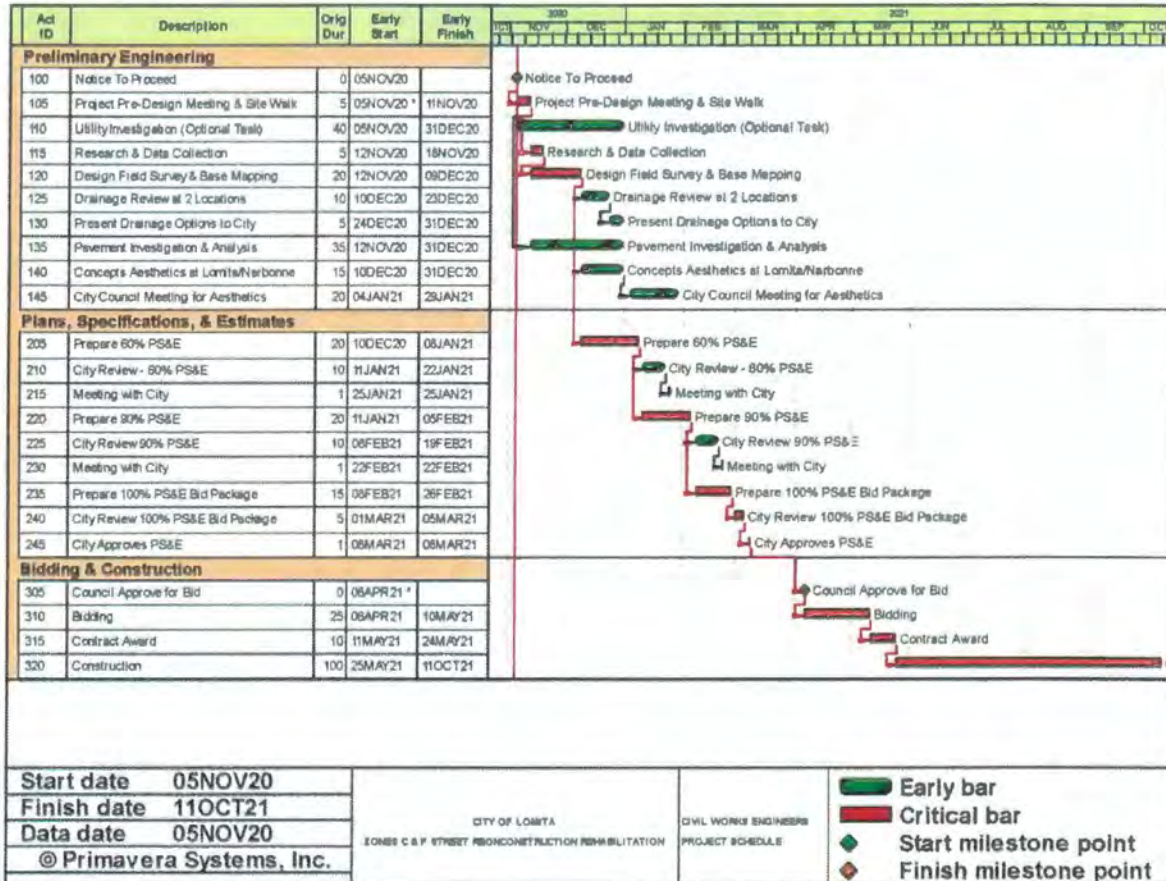
Section 3.5: Document Control

For all of our projects, we have a typical in-house protocol which all our employees follow for project filing of cad files, design documents and reports, source documents, meeting minutes, quality control records, etc. As such, any employee can look up any project through the job number and find project details readily. We additionally have the ability to share our documents through online file transfer applications, particularly if the documents are large sized. We also prepare, generally on our larger projects, a deliverables list. This list identifies all documents that will be submitted and provides a space to record the submittal date, comments received date, and responses date for each item. Additionally, as stated above, for utility information, we keep a separate utility matrix noting the correspondence dates of requests and receipt of information, size and type of utility present, and whether it has been identified as conflicting. During the kickoff meeting with the City, we will determine what documentation the City would like and coordinate to the needed level.



ENGINEERING DESIGN SERVICES FOR
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City of Lomita

Section 3.6: Project Schedule





Section 3.7: Subconsultant Scopes of Work (Psomas, LaBelle Marvin, and DVD)



P S O M A S

Information and Engineering Solutions

October 19, 2020
Civil Works Engineers
3151 Airway Avenue, Suite T-1
Costa Mesa, CA 92626
Attn: Marie Marston

Subject: Proposal for Surveying Services – Design
Street Reconstruction Project – Zones C & F
City of Lomita

Dear Ms. Marston:

Thank you for the opportunity to present this revised proposal for Surveying Services for the above referenced project. This proposal is based on our discussions, email correspondences, and review of the City of Lomita Request for Proposal (RFP) and subsequent Addendum 1 documents released by the City for said Project. Further revisions were made to the scope per conversations with the City during the project meeting on October 13, 2020, and additional area(s) were added to this scope and fee per email discussions with Ricky Chan on October 19, 2020. This project will involve survey control and aerial mapping for twenty (20) streets in Zones C & F and seventy-seven (77) curb ramp locations in the City of Lomita as shown on the RFP. The purpose of the surveying services indicated on this proposal are to support design services of plans, specifications and estimates (PS&E) for the AC Overlay and AC Reconstruction of various street segments in Zones C & F as listed in the City of Lomita RFP. The project limits and the scope of work are outlined below.

Project Limits

For the purposes of this proposal, the project limits will include the selected street locations as shown in red and yellow in Figure “A” below and per “Attachment – D” of the City of Lomita RFP.

5 Hutton Centre Drive
Suite 300
Santa Ana, CA 92707

Tel 714.751.7373
Fax 714.545.8883
www.Psomas.com

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Figure "A"

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In addition to the above street segments, the locations of the seventy-seven (77) curb ramps to be included in the aerial mapping are shown in RED in Figure “B” below and per “Attachment – F” of the RFP.



Figure “B”

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Scope of Work

Task 1 – Aerial Photogrammetric Survey and Mapping, 1:20 scale **(RFP Tasks 3.1, 3.3 and 3.4)**

Psomas will establish project survey control, including the twelve (17) aerial control panels needed for the aerial mapping, using a combination of fast-static GPS and conventional survey methods. Unless otherwise noted, horizontal control will be relative to the North American Datum of 1983 (NAD83), with coordinates based on the California Coordinate System (CCS83, Zone V). Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88) and is to be based on a minimum of one (1) County of Los Angeles Benchmark in or near the project area, unless otherwise requested.

An aerial photogrammetric survey will be conducted to provide a base topo map of the Project Area. The flight layout, as delineated on Figure “C” below, will be flown with color stereo models to produce a 1”=20’ topographical map with 1’ contour intervals of the site. This would require 17 horizontal and vertical control points to be established and pre-paneled prior to flight. The aerial base mapping will include both the “AC Overlay” and “AC Reconstruction” street segments, as well as the seventy-seven (77) curb ramp locations as depicted in Attachments “C” and “F” of the RFP and as shown in RED in Figure “A” above and in CYAN in Figure “C” below. The aerial mapping will also include the complete intersections of Lomita Blvd./Narbonne Avenue and Moon Ave./247th Street for use in Task 3.4 of the City of Lomita RFP.

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Figure “C” (1:20 scale aerial mapping)

This project will be flown using one state-of-the-art aerial sensor. The color imagery will be collected with an UltraCam Fp digital camera and collected at a GSR of 3 cm. Aerotriangulation will be performed and analyzed prior to the start of the map collection utilizing the Hexagon ISAT bundle adjustment software. Mapping will conform to typical 20-scale mapping collecting all visible features for roadway, utilities and cultural items. Additional breaklines and flowlines will be collected, along with a random grid point surface to create a full DTM. The DTM will supplement select planimetric features for triangulation of the surface model and ultimately the creation of the 1' contours.

Completed topographic mapping will be delivered as Civil3D .dwg files with surface and exported XML file.

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Deliverables:

- Survey Control Report spreadsheet in PDF format
- Control coordinates (PNEZD) in CSV format
- CAD Topo base mapping file in DWG & DXF format (AutoCAD Civil 3D 2018 Format)
 - mapping scale of 1"=20' including surface contours at 1-ft. interval
- DTM file in native CAD and/or XML format
- Orthophoto production at 0.1' GSR will be delivered in a TIF/TFW format, including an overall SID mosaic, in a configured tile size to accommodate reasonable file size(s).

ODC's (included in Task 1 budget below) as follows:

- Aerial Collection (Flight Service) \$2,140
- Aerial Mapping Compilation \$3,912

Task 1 Budget: \$33,000

Task 2 – Conventional Topographic (Design-Level) Survey Mapping
Lomita Blvd./Narbonne Ave. & Moon Ave./247th Street (RFP Task 3.4)

Field surveys will be completed to provide more precise supplemental data on ground features for the complete intersections of Lomita Blvd./Narbonne Avenue and Moon Ave./247th Street for use in Task 3.4 of the City of Lomita RFP. Cross-sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features. Cross-sections will be performed at a maximum of 50-ft intervals from back-of-walk to back-of-walk in the two intersections as shown in RED in Figure "D" below, and detailed street topo data collection would include, at a minimum, the following features:

- Sidewalk
- Top of curb
- Flow line
- Edge of gutter
- Roadway surface, crown profile
- Lane striping
- Driveways and curb cuts
- Back of walk
- Catch basins
- Curb ramps
- Surface-visible utilities in street including, but not limited to:
 - Water valves, manholes, street lights, area lights, utility pullboxes

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Lomita/Narbonne



Moon/247th

Figure "D" – Topo Surveys

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Once fieldwork has been completed, the survey data will be reviewed, reduced and imported into a CAD base-file (AutoCAD Civil3D 2018 format). Field located topographic and utility features will be labeled with their respective point number, elevation and descriptions. Psomas office surveyors will produce a Topographic base-file of the surveyed scope at a mapping scale of 1" = 40'.

Deliverables:

- CAD Topo base-mapping file in DWG format (AutoCAD Civil 3D 2018)
- DTM displaying 1-ft contours (AutoCAD Civil 3D 2018)
- ROW will be plotted based on record information

Assumptions:

- For the purposes of this task in the scope of work, it is assumed that three (3) days of on-ground topographic survey will be needed for the two intersections (Lomita/Narbonne and Moon/247th). This would also assume two (2) days of associated office time for data processing, field to finish processing, and creation of associated drawing files for this project.

Task 2 Budget - \$12,000

TOTAL BUDGET (Tasks 1 & 2) - \$45,000

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 October 19, 2020
 City of Lomita – Street Reconstruction Project – Zones C&F

(OPTIONAL) Task 3
Conventional Topographic (Design-Level) Survey Mapping
“AC Reconstruction” – 7 Street Segments (RFP Task 3.1)

Field surveys will be completed to provide more precise supplemental data on ground features for the seven (7) street segments identified as “AC Reconstruction” on the RFP and shown in RED in Figure “A” above. Cross-sections and tie-in surveys will ensure accurate design fit and smooth transitions from existing roadway and infrastructure features. Cross-sections will be performed at a maximum of 50-ft intervals from curb-face to curb-face in the seven (7) requested “AC Reconstruction” street segments, totaling approximately 4,300 linear feet. Detailed street topo data collection would include, at a minimum, the following features:

- Sidewalk
- Top of curb
- Flow line
- Edge of gutter
- Roadway surface, crown profile
- Lane striping
- Driveways and curb cuts
- Surface-visible utilities in street including, but not limited to:
 - Water valves, manholes, utility pullboxes

Once fieldwork has been completed, the survey data will be reviewed, reduced and imported into a CAD base-file (AutoCAD Civil3D 2018 format). Field located topographic and utility features will be labeled with their respective point number, elevation and descriptions. Psomas office surveyors will produce a Topographic base-file of the surveyed scope at a mapping scale of 1” = 20’.

Deliverables:

- CAD Topo base-mapping file in DWG format (AutoCAD Civil 3D 2018)
- DTM displaying 1-ft contours (AutoCAD Civil 3D 2018)
- ROW will be plotted based on record information

Assumptions:

- For the purposes of this task in the scope of work, it is assumed that five (5) days of on-ground topographic survey will be needed for the seven (7) “AC Reconstruction” street segments and/or additional areas requested by the engineer. This would also assume three (3) days of associated office time for data processing, field to finish processing, and creation of associated drawing files for this project.

(OPTIONAL) Task 3 Budget - \$19,800

City of Lomita – Street Reconstruction Project (Zones C&F)
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(OPTIONAL) Task 4
Conventional Topographic (Design-Level) Survey Mapping
ADA Curb Ramp Surveys (RFP Task 3.2)

Psomas will conduct conventional ground topographic surveys on seventy-seven (77) existing curb ramps, as identified by “Attachment – E” and “Attachment – F” of the City of Lomita RFP and as shown on Figure “B” above.

- Topo limits shall be from BCR to ECR of curb return, from gutter to back of walk
- Building corners, fences and landings if within 2 feet of back of walk

Survey Features

Within a typical ramp, we will survey and locate:

- Top of Curb
- Flowline
- Edge of gutter
- Back of Walk
- Pavement
- Grade Break Points
- Surface visible utilities including, but not limited to:

○ Valves	○ Pull boxes	○ Guy Anchors
○ Vaults	○ Hydrants	○ Streetlights
○ Catch basins	○ Poles	

Deliverables:

- An AutoCAD drawing in version 2018 containing the features surveyed at each location. The drawing will include a plot of the survey points, linework connectivity for linear features and symbols (blocks) plotted for standard features. CAD Topo base-mapping file in DWG format (AutoCAD Civil 3D 2018)
- DTM displaying 1-ft contours (AutoCAD Civil 3D 2018)
- ROW will be plotted based on record information

Assumptions:

- For the purposes of this task in the scope of work, it is assumed that ten (10) days of on-ground topographic survey will be needed to complete the detailed curb ramp surveys. This would also assume five (5) days of associated office time for data processing, field to finish processing, and creation of associated drawing files for this project.
- Topographic survey shall be performed for the selected ADA ramp locations and will be limited to between BCR and ECR.

(OPTIONAL) Task 4 Budget - \$34,600

City of Lomita – Street Reconstruction Project (Zones C&F)
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Exclusions:

The following items are not included in this survey scope and can be added as additional services, if requested:

- Any permitting fees or traffic control required for surveying or other services are excluded in this fee proposal.
- Subsurface utility investigation research and mapping are excluded in this fee proposal.
- Title report review and plotting of easements are excluded in this fee proposal
- Preparation of any Right of Entry or street vacation documents are excluded from this fee proposal.
- Pre-Construction Monumentation and Records of Survey are excluded from this fee proposal.
- Client and City project review meetings with survey personnel are excluded from this proposal.

This scope of work shall be valid for 90 days from the date submitted and noted on this document.

We look forward to working with you on this project and invite any inquiries you may have regarding this proposal. I can be reached at (714) 781-7923 or chris.riehle@psomas.com.

Sincerely,

PSOMAS



Christopher Riehle, PLS
Project Manager

cc: Dave Moritz, PLS
Team Leader, Land Surveying and Mapping

September 15, 2020

Ms. Marie Martson, PE
Principal
Civil Works Engineers
3151 Airway Avenue, Suite T-1
Costa Mesa, CA 92626

Subject: City of Lomita | RFP # Street Reconstruction Project Zones C & F
Re: Pavement Evaluation, Testing and Design | Task 2 Pavement Investigation and Analysis

The City of Lomita staff continuously reviews the state of the City's infrastructure to identify roadways or roadway segments in need of corrective measures. Construction logistics, potential disruption to local businesses and daily visitors to the City places a high priority in combining cost effective solutions with reduced impacts on vehicle and delays. Assessment of the immediate and future needs of the pavement network therefore takes on an increased importance. The City of Lomita Public Works Department, Engineering Division is currently considering street improvements on the select street segments within Zones C & F, identified by the City's 2018 Pavement Management Program.

It is LaBelle Marvin, Inc., pleasure to respond to the City's recent request, C/O Civil Works Engineers, to provide necessary pavement engineering services in the form of testing, analysis and rehabilitation design for all subject roadway segments in accordance with Task 2 Pavement Investigation and Analysis. These services would be provided in accordance to the City's request, for verification of the probable improvement strategies in conjunction with developing, where feasible, cost effective design alternatives for street resurfacing and rehabilitation, as conditions dictate.

Providing the City with accurate information and alternative recommendations ensures selection of cost effective long term solutions meeting informed budgetary criteria. Measurement of existing structural conditions to supplement obvious visual conditions is proposed through use of a materials investigation, by pavement coring and laboratory testing method, and continuous thickness scanning, by Ground Penetrating Radar (GPR), to reduce construction and long term performance risks.

The proposed investigation has been developed based on current information relative to street types, use and condition. The study defines subgrade strengths (R-Value Test Method) beneath the pavement surface which may impact both construction logistics and long term performance prior to pavement construction operations. This evaluation provides designed structural rehabilitation alternatives based upon the City of Lomita and the State of California Design Manual for Flexible Pavement and Roadway Rehabilitation.

All testing services shall be performed by LaBelle Marvin, Inc.'s Caltrans certified staff and AASHTO accredited materials Laboratory. No use of outside materials laboratories or sub consultants shall be utilized during this pavement investigation.

Streets included in this investigation are as follows:



2700 South Grand Avenue | Santa Ana, CA 92705
www.labellemarvin.com

Phone: 714-546-3468
California Company Since 1969

Street Name	Limits		# Total Cores
1. 240th St.	Narbonne Ave. to	Benhill Ave	2
2. Benhill Ave	240th St. to	Southern Street End	2
3. Lucille Ave.	Lomita Blvd. to	243rd St.	2
4. Alliene Ave.	Lomita Blvd. to	241st St.	3
5. Hendricks Ave.	245th St Northern to	Street End	2
6. Lomita Park Pl.	Eshelman Ave. to	Western Street End	2
7. 245th St.	Woodward Ave. to	Cadiz Dr.	2
8. Adona Dr.	Cadiz Dr. to	Western Street End	2
9. Cadiz Dr	245th St to	Southern Street End	2
10. Allbrook St.	Eshelman Ave. to	Western Street End	2
11. Cypress St.	Lomita Blvd to	246th Pl	2
12. 248th St.	Woodward Ave. to	Eshelman Ave.	3
13. Bani Ave.	250th St. to	Southern Street End	2
14. Cypress St.	246th Pl. to	247th St.	2
15. 247th St.	Woodward Ave. to	Oak St.	2
16. Woodward Ave.	247th St. to	250th St	2

SCOPE OF SERVICES

1.01 PAVEMENT CORING AND SOIL BORING

Field sampling by coring method along shall be in performed on each roadway segments. Each location will be located within the right wheel track, extending 4' below the finish surface. All locations be backfilled and patched, per City of Lomita requirements.

- a. 34 total pavement core locations shall sample the existing asphalt concrete layers, Portland Cement Concrete layer, where encountered, and the sampling of the underlying soils for further analysis. Sample specimens shall be measured, labeled and transported back to LMI's Caltrans certified and AASHTO accredited laboratory for further analysis.
 - All sampling operations shall comply with the City's No Fee encroachment permit requirements.
 - Professional Traffic Control shall be provided per MUTCD standards.
 - Underground Service Alert (USA Dig-Alert) will be notified and a meeting held, if requested, with concerned utilities to relocate test sites as necessary.
 - A core log and core location plan shall be included in the final report
- b. Existing cross slopes, taken by digital smart level, shall be obtained at select locations in the field during the coring operations. Existing cross slopes shall be utilized to verify compliance with City's Standards.

1.02 NON-DESTRUCTIVE GPR THICKNESS SCANNING

Ground Penetrating Radar shall provide additional asphalt concrete thickness information on a continuous basis, providing up to 3 tests per linear foot, without the need to increase the proposed pavement coring efforts. This is a substantial cost saving to the City while providing greater information to our engineering staff. The measured asphalt concrete pavement thickness shall be mapped by depth and location and provided onto aerial imagery.



1.03 CALTRANS CERTIFIED AND AASHTO ACCREDITED LABORATORY TESTING

Subgrade soil samples taken in the field will be identified, labeled and measured during the sampling process. Data developed during the laboratory testing will be utilized to project probable field support conditions during construction and highlight where appropriate special care may be required during roadway preparation.

Evaluation of the present pavement thicknesses utilizing component analysis with R-value data will be combined with future traffic estimates (Traffic Index provided by Client) for design and development of suitable, alternative replacement sections.

Laboratory tests included within this investigation are as follows:

- a. Moisture Content Tests (CA 226): Subgrade soil samples taken in the field will be visually classified and the in-situ moisture content will be determined per sample location.
- b. R-Value Tests (CA 301): Representative sample(s) will be selected and tested for R-Value (soil strength) determinations on the subgrade.

1.05 VISUAL SITE EVALUATIONS

The Registered Civil Engineer shall perform a site evaluation of site conditions. Conditions shall be recorded for the purposes of compiling the recommendation plan(s) and report. Compare field conditions with thickness data obtained during core sampling and GPR scanning. The project engineer shall compare field conditions with component analysis based on laboratory subgrade strength testing for the purpose of providing needed structural improvements.

1.06 STRUCTURAL DESIGNED REHABILITATION AND REPLACEMENT SECTION ALTERNATIVES

The Registered Civil Engineer shall supervise all operations and incorporate results of the materials testing with observed pavement conditions. Engineered recommendations for alternate methods of pavement rehabilitation, and or reconstruction, (where conditions dictate) inclusive of a pulverization alternative, where feasible, shall be developed based of the materials investigation. Pavement will be designed in accordance with the City's design standards and California Design Manual for Flexible Pavement and Roadway Rehabilitation.

- Designs shall be based on City provided Traffic Index.
- Pavement designs shall be based on City provided Design Life Criteria.
- Final rehabilitation concept plans of each strategy shall be created in AutoCAD and produced onto color media 11" x 17", suitable for conveying each alternative method of improvement.

1.07 FINAL REPORT

A final report shall be provided inclusive of all data developed during the investigation with cost effective design rehabilitation alternatives; structural replacement sections for areas of reconstruction, material specifications, field and laboratory test data.



The final report will be stamped and signed by a California Registered Civil Engineer. All services will be supervised by the Civil Engineer, with over 48+ years specializing in the evaluation and design of pavement systems and Registered in the State of California.

PROPOSED WORK SCHEDULE*

- Week 0 – Agreement Insurance Forms and Receive NTP
- Week 1 – Permit Acquisition Support, Business License Submittal
- Week 2 - Ground Penetrating Radar, Mark Core Locations, Underground Service Alert
- Week 3 – Pavement Coring
- Week 4 – Complete Laboratory Testing
- Week 5 – Complete Field Reviews
- Week 6 – Finalize Data Analysis
- Week 7 – Prepare Final Reports

** The above schedule is a good faith estimate based on a typical investigation at the time of this proposal.*

Notes/Provisions

- 1) *Field testing costs are based on normal business work hours.*
- 2) *Services beyond those outlined shall be provided upon request and approval and billed in accordance with our current Schedule of Fees.*

The opportunity to present this proposal is sincerely appreciated. Should you have any questions kindly telephone.

Sincerely,



Griffin Marvin
Director of Operations



SCOPE OF SERVICES



David Volz Design proposes the following scope of services to address the requirements of this refurbishment project. These services will include design for the parkways and medians within the project limits.

PHASE I PRELIMINARY DESIGN

Initial intersection design will be focused on the landscape and aesthetic qualities that will be the legacy of this important refurbishment. DVD will work within the landscape spaces to create an interesting and creative design layout for the project areas. The preliminary landscape designs we put forth will include photos and samples of the plantings and materials proposed. We will develop preliminary plans, identify layout options and put forth recommendations for plants and irrigation solutions that will draw heavily on our recent award-winning streetscape projects.

Task 1 - Initialize Project and Base Map Preparation

- 1.01 Background Research
 - a. Collect available data and maps
 - b. Meet with city project personnel
 - c. Review Preliminary project program and development criteria
 - d. Review plans and documents
 - e. Conduct site review
 - Identify existing irrigation infrastructure
 - Identify location and condition of trees
- 1.02 Meeting with city staff to review work to date

MEETINGS AND DELIVERABLES

Review meeting with city staff
Project site base map

Task 2 – Concept Plans

- 2.01 Prepare initial concept plan
 - a. Develop concepts for median plantings (3) and parkways
 - b. Refine + consolidate ideas



SCOPE OF SERVICES

- d. Prepare concept plan map
 - e. Develop order of magnitude construction cost budgets
- 2.02 Prepare project boards depicting the project landscape concepts
- a. Develop a rendered conceptual site plan and artistic representation of the proposed improvements
 - b. Prepare plant palette and landscape materials display
 - c. Review materials with city staff
 - d. Obtain approval to proceed with construction documents
- 2.03 Council presentation of alternatives

MEETINGS AND DELIVERABLES

- Meetings with city staff
- Initial concept plans
- Project display boards
- Council presentation

CLIENT: City of Lomita
 PROJ: Street Reconstruction Project - Zones C & F
 DATE: 09/22/20

Civil Works Engineers
 PROJECT LABOR ESTIMATE

	M. Marston Principal	F. Zugmeyer Senior Drainage Engineer	R. Chan Project Manager/Engineer	T. Allee Senior Engineer	L. Pham Staff Engineer	M. Selim Designer	A. Keane Administrative Support	HOURS	CWE LABOR SUBTOTAL	SubConsultant - Labele Marvin	SubConsultant - Pasomas	Subconsultant - David Volz Design	Markup	TOTAL
	Rate \$165	\$130	\$130	\$115	\$100	\$90	\$85						5%	
Task 1 Pre-Design Meeting														
Kick-Off Meeting (1)	3		3					6	\$885					\$885
Progress Meetings (3)	9		9					18	\$2,655					\$2,655
<i>Subtotal</i>	<i>12</i>		<i>12</i>					<i>24</i>	<i>\$3,540</i>					<i>\$3,540</i>
Task 2 Pavement Investigation and Analysis														
Review Pavement Structural Investigation Report	2		6					8	\$1,110	\$36,500			\$1,825	\$39,435
<i>Subtotal</i>	<i>2</i>		<i>6</i>					<i>8</i>	<i>\$1,110</i>	<i>\$36,500</i>			<i>\$1,825</i>	<i>\$39,435</i>
Task 3 Plans, Specifications and Estimate (PS&E)														
Task 3.1 AC Reconstruction and AC Overlay														
Title Sheet (1)	1		1			6		8	\$835					\$835
Typical Section (2)	1		8			32		41	\$4,085					\$4,085
Layout Plans (5)	1		20			80		101	\$9,965					\$9,965
Signing and Striping Plans (5)	1		14			56		71	\$7,025					\$7,025
Specifications	4		16				6	26	\$3,130					\$3,130
Task 3.2 ADA Curb Ramps														
Field Review			20					20	\$2,600					\$2,600
Survey (Aerial Survey for 20 streets and 77 curb ramps and Ground Survey for 2 intersections)	1		6					7	\$945	\$45,000			\$2,250	\$48,195
Curb Ramp Design for 77 curb ramps to be incorporated in layout sheets in Task 3.2	4		40			40		84	\$9,460					\$9,460
Task 3.3 Lomita Blvd and Narbonne Ave														
Three (3) Alternative Concept Plans(3)	2		12	6	12			32	\$3,780			\$20,000	\$1,000	\$24,780
Intersection Street Improvement Plan (1)	1		8	2	24			35	\$3,835					\$3,835
Intersection Signing and Striping Plan (1)	1		4		24			29	\$3,085					\$3,085
Task 3.4 Stormwater Collection Upgrade														
Drainage Review	2	30	4	6				42	\$5,440					\$5,440
Moon Ave and 247th Stormwater Collection Improvement Plan (1)	1	6	4	4	20			35	\$3,925					\$3,925
Lomita Blvd and Narbonne Ave Stormwater Improvement Plan (1)	1	6	4	4	20			35	\$3,925					\$3,925
Task 3.5 Engineer's Estimate														
Engineer's Estimate	1		8			8		17	\$1,925					\$1,925
Response to City's 60% Responses	1		16			32		49	\$5,125					\$5,125
Response to City's 90% Responses	1		12			24		37	\$3,885					\$3,885
Response to City's 100% Responses	1		8			16		25	\$2,645					\$2,645
Utility Research, Confirmation Letter (60%, 90% & 100%) and Coordination	1		6			16		23	\$2,385					\$2,385
<i>Subtotal</i>	<i>26</i>	<i>42</i>	<i>211</i>	<i>22</i>	<i>100</i>	<i>310</i>	<i>6</i>	<i>717</i>	<i>\$78,000</i>		<i>\$45,000</i>	<i>\$20,000</i>	<i>\$3,250</i>	<i>\$146,250</i>
Task 4 Bid Package														
Prepare Bid Package	1		16			8		25	\$2,965					\$2,965
<i>Subtotal</i>	<i>1</i>		<i>16</i>			<i>8</i>		<i>25</i>	<i>\$2,965</i>					<i>\$2,965</i>
Task 5 Bid and Construction Support														
Responses to Bid Questions and Inquiry	2		6					8	\$1,110					\$1,110
Attend Pre-bid Meeting	4		4					4	\$520					\$520
Attend Pre-construction Meeting	3		4					7	\$1,015					\$1,015
Review Construction Submittals (Shop Drawing Review)	4		16					20	\$2,740					\$2,740
Responses to Request for Information (RFI)	4		16					20	\$2,740					\$2,740
Assist in Cost Estimate and Analysis for Contract Change Order	2		12					14	\$1,890					\$1,890
<i>Subtotal</i>	<i>15</i>		<i>58</i>					<i>73</i>	<i>\$10,015</i>					<i>\$10,015</i>
Totals	56	42	303	22	100	318	6	847	\$95,630	\$36,500	\$45,000	\$20,000	\$5,075	\$202,205
														Reproduction \$1,000
														Delivery \$300
														Travel \$300
														GRAND TOTAL= \$203,805
Optional Tasks														
Optional Task #1 Conventional Ground Survey for 7 streets with AC Reconstruction	1		6					7	\$945	\$19,800			\$990	\$21,735
Optional Task #2 Conventional Ground Survey for 77 Curb Ramps	1		6					7	\$945	\$34,600			\$1,730	\$37,275
														Total of Optional Tasks= \$59,010
Exclusions														
Roadway Profiles														Traffic Signal Modification Design (temporary or permanent)
Water Quality Documentation														Plan Check/Permit Fee Cost
Right of Way Engineering														Structure Modifications Design
Utility Modification or Relocation														Private Property Owner Coordination & Meetings
Street Light Design														Detailed Curb Ramp Design
Utility Potholing														Hydrology/Hydraulic (Drainage) Study & Report
Traffic Study & Report														Detailed Surveys - optional tasks 1 and 2
Mix Design for CSPB or CIR														Final Design of Aesthetic Enhancements
Environmental Services														



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7k**

FROM: Ryan Smoot, City Manager

PREPARED BY: Kathleen Horn Gregory, City Clerk

MEETING DATE: November 15, 2022

SUBJECT: Amended Conflict of Interest Code for the City of Lomita pursuant to the Political Reform Act of 1974

RECOMMENDATION

Adopt resolution amending the City's conflict of interest code.

BACKGROUND

The Political Reform Act of 1974 requires all public agencies to review and if necessary, amend their Conflict of Interest Code every two years. The purpose of the Code is to provide for the disclosure of designated employees' assets and income which may be materially affected by their official actions, and in appropriate circumstances, to provide that designated employees should recuse themselves from acting on such official actions to prevent a conflict of interest.

Each person holding a designated employee position shall file a Statement of Economic Interest (Form 700) disclosing his/her interest in investments, business positions, real property, and income, as designated as reportable under the category to which his/her position is assigned. The Form 700 is a public document intended to alert public officials and members of the public to types of financial interests that may create conflicts of interest.

The Fair Political Practices Commission (FPPC) requires that the Code be reviewed biannually to determine if it is accurate and up-to-date. The Code reviewing body for the City of Lomita is the City Council. The amendment process also involves the posting of a Notice of Intent to amend the code, which has been posted. The amended Code must be submitted to the City Council for approval and is not effective until it has been approved by the City Council. The amendments to this Conflict of Interest Code are identified in the attached resolution. Appendices A and B to the resolution set forth the amendments to designated employees and disclosure categories, which in addition to the FPPC

regulation (2 Ca. Code of Regulations Section 18730) incorporated by reference in the City's Code shall constitute the amended Conflict of Interest Code for the City of Lomita.

OPTIONS:

1. Adopt resolution amending the Conflict of Interest Code
2. Do not approve the amendment to the Conflict of Interest Code
3. Provide further direction

FISCAL IMPACT

There are no financial implications resulting from this recommendation.

ATTACHMENTS:

1. Resolution
2. Appendix A (designated employees) and Appendix B (disclosure categories)
3. Notice of Intention

Reviewed by:



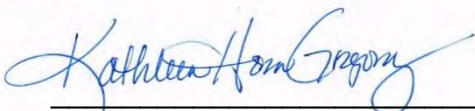
Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot,
City Manager

Prepared by:



Kathleen Horn Gregory, CMC
City Clerk

RESOLUTION NO. 2022-37

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING AND APPROVING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE FAIR POLITICAL REFORM ACT OF 1974

WHEREAS, the City of Lomita is required to adopt a Conflict of Interest Code pursuant to Government Code Section 87300, comprising a part of the Political Reform Act of 1974 as amended; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation (Title 2, Section 18730 of the California Code of Regulations) which contains the terms of a standard conflict of interest code that cities can adopt by reference, and which may be amended by the FPPC to conform to amendments in the Political Reform Act after public notice and hearings; and

WHEREAS, in 1980 the City Council adopted Resolution No. 1980-35, approving a Conflict-of-Interest Code for the City that incorporated by reference the terms of 2. Cal. Code of Regulations Section 18730, and any amendments to it as duly adopted by FPPC; and

WHEREAS, the Political Reform Act requires all local government agencies to review their Conflict of Interest Code biennially and to revise them as necessary to adapt to changed circumstances; and

WHEREAS, the City reviewed its Conflict of Interest Code and determined that changes have occurred since the last time the Code was amended which require the Code to now be revised to reflect the current organizational structure of departments, employee titles, designated positions, and categories of disclosure; and

WHEREAS, notice of the time and place of a public meeting on, and consideration by the City Council of, the proposed amended Code was provided to each designated employee and was publicly posted for review; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on November 15, 2022, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AS FOLLOWS:

Section 1: The City Council does hereby approve and adopt the amended Conflict of Interest Code, to include **Appendices "A" and "B"** attached to this resolution and incorporated herein by this reference, as well as the terms of 2. Cal. Code of Regulations Section 18730, *et seq.*, and any amendments to it duly adopted by FPPC. The FPPC regulations and said appendices shall constitute the revised Conflict of Interest Code for the City of Lomita, which shall replace any Conflict-of-Interest Code of the City of Lomita

previously in effect. A copy shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours.

Section 2: That the said amended Conflict of Interest Code shall become effective immediately upon the date of its adoption and approval by the City Council.

PASSED AND ADOPTED by the City Council of the City of Lomita on this 15th day of November 2022.

Cindy Segawa, Mayor

ATTEST:

Kathleen Horn Gregory, MMC City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

APPENDIX A DESIGNATED POSITIONS

Each position set forth below is a designated ~~position person within the meaning~~ of the City of Lomita's Conflict of Interest Code.¹ Each person holding a designated position shall file a statement disclosing his/her interest in ~~any~~ investments, business ~~interests~~, positions, ~~other employment~~, real property, and income, designated as reportable under the category to which his/her position is assigned ~~in an~~ Appendix B.

Individuals holding designated positions shall file their statements with the City Clerk's Office, which will retain the statements and make the statements available for public inspection and reproduction. (Gov. Code Section 81008).

The filing officer may impose on a designated person an individual fine for any statement that is filed late. The fine is \$10 per day up to a maximum of \$100. In addition, members of nonelected boards, commissions, or committees ~~that are delinquent on such fine amounts and/or statement filings~~ will be reported to the City Council and may be subject to removal by the City Council. City employees ~~that are delinquent on fine amounts and/or statement filings~~ will be reported to ~~their~~ supervisor(s) and ~~are could be~~ subject to disciplinary action in accordance with the applicable personnel rules. Consultants will be reported to the City Attorney and such actions ~~will be reviewed as a potential may constitute a breach of the applicable agreement authorizing the City to take any and all action, up to and including termination.~~

In Blue: Added since last Code update
Strike-through: Deleted since last Code update

<u>Position</u>	<u>Disclosure Category</u>
Administrative Services Director	1, 2, 3, 4
Administrative Analyst	1, 2, 3
Assistant City Manager	1, 2, 3, 4
Assistant City Attorney	1, 2, 3
Assistant Planner	1, 2, 3, 4
Associate Engineer	1, 2, 3, 4
Associate Planner	1, 2, 3, 4
Chief Water Operations Manager	1, 2, 3, 4
City Clerk	1
Community and Economic Development Director	1, 2, 3, 4
Code Enforcement Officer II	1
Consultant ²	1, 2, 3

¹ The members of the City Council and Planning Commission, the City Manager, the City Attorney, and the City Treasurer are not subject to the City's Conflict of Interest Code because they are subject to the ~~separate~~ disclosure requirements of the Political Reform Act under Government Code sections 87200 et seq.

² Consultants are included in the designated positions and shall disclose pursuant to the disclosure requirements in this Code subject to the following limitation: the City Manager may determine ~~in writing~~ that a particular consultant, although ~~holding~~ a "designated position," ~~is hired to perform~~ a range of duties that is limited in scope and thus is not

Deputy City Attorney	1, 2, 3
Deputy City Clerk/ Executive Assistant	1
Finance Supervisor	1, 2, 3, 4
Management Analyst - City Manager's Office	1, 2, 3, 4
Management Analyst – Parks and Recreation Department.	1, 2, 3, 4
Neighborhood Preservation Officer	1
Parks and Recreation Director	1, 2, 3, 4
Public Works Director	1, 2, 3, 4
Public Works Superintendent – Public Works Dept.	1, 2, 3, 4
Recreation and Facilities Manager	1, 2, 3, 4
Recreation Supervisor- Parks and Recreation Department	1, 2, 3
Recreation Manager	1, 2, 3
Senior Civil Engineer	1, 2, 3, 4
Senior Accountant	1, 2, 3, 4
Senior Human Resources Analyst	1, 2, 3
Senior Management Analyst	1, 2, 3

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required to comply fully with the disclosure requirements in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements *so limited*. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Government Code Section 81008).

APPENDIX B DISCLOSURE CATEGORIES

Category 1: Personal Income

All sources of income, including investments, gifts, loans, and travel payments, as defined in Government Code Section 82030, as amended.

Not included as income in this disclosure category is income received from any source outside the City of Lomita if that source is not presently doing business within the City of Lomita and has not done business within the City of Lomita during the two years prior to the time this disclosure statement is made.

Category 2: Interests in Real Property

All interests in real property located in whole or in part within the City of Lomita or within a two-mile radius of the boundaries of the City of Lomita valued in excess of \$2,000 and held by the designated employee or commissioner, or the designated employee or commissioner's spouse or dependent children.

Included within this disclosure category is any leasehold, beneficial, or ownership interest, or an option to acquire such an interest in real property. Included within this disclosure category is any pro rata share of interests in real property of any business entity or trust reflecting a 10 percent interest or greater owned by the designated employee or commissioner, or the employee or commissioner's spouse or dependent children.

An "interest in real property" does not include the principal residence of the employee or commissioner making the disclosure, unless any part of that residence is used for business purposes and claimed as a business deduction on the designated employee or commissioner's income tax return.

Category 3: Investments

All financial interests in excess of \$2,000 held by the designated employee or commissioner, or the employee or commissioner's spouse or dependent children in security issued by a business entity, including but not limited to: common stock, preferred stock, options, debt instruments, and any partnership or other ownership interest if the business entity, or any parent, subsidiary, or otherwise-related business entity has an interest in real property in or within a two-mile radius of the boundaries of the City of Lomita, or does business with or in or plans to do business with or in the City of Lomita, or has done business within the City of Lomita at any time during the two years prior to the time this disclosure statement is required to be made.

The term "investments" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and Exchange Commission or a common trust fund created pursuant to Section 1564 of the Finance Code, or any bond or other debt instrument issued by any government or government agency.

The term "investments" does include a pro rata share of investments of any business entity, mutual fund, or trust in which the designated employee or commissioner, or the employee or commissioner's spouse or dependent children, own directly, indirectly, or beneficially, a 10 percent or greater interest.

Category 4: Management Positions

Management positions held with any business entity located, doing business, planning to do business, or having done business with or in the City of Lomita during the past two years.

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(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717



PUBLIC NOTICE OF INTENTION TO AMEND THE CONFLICT OF INTEREST CODE

Notice is hereby given that the City Council of the City of Lomita intends to amend the City's Conflict of Interest Code (the "Code") pursuant to Government Code section 87306.

The Appendix of the Code designates those employees, members, officers, and consultants who make or participate in the making of decisions and are subject to disclosure requirements of the City's Code. The City's proposed amendment includes new positions that must be designated, revises titles of existing positions, and removes positions that have been abolished.

The proposed amended Code will be considered by the City Council at the regularly scheduled meeting of November 15, 2022, at 6:00 p.m. Any interested person may virtually attend the meeting and comment or may submit written comments concerning the proposed amendment. Instructions on how to attend will be posted on the agenda.

Any comments or inquiries should be directed to the attention of Kathleen Horn Gregory, City Clerk at k.gregory@lomitacity.com or (310)-325-7110. Written comments must be submitted no later than November 15, 2022, at 5:00 p.m.

The proposed amended Code may be reviewed, and copies obtained from, the Office of the City Clerk, 24300 Narbonne Ave., Lomita, CA 90717, during regular business hours.

Kathleen Horn Gregory
City Clerk

Posted: October 3, 2022



CITY OF LOMITA CITY COUNCIL REPORT

TO: Mayor and City Council **Item No. 71**

FROM: Ryan Smoot, City Manager

PREPARED BY: Lina Hernandez, Senior Management Analyst
Sheri Repp Loadsman, Planner

MEETING DATE: November 15, 2022

SUBJECT: Third Amendment to the Professional Services Agreement with Dudek to Provide Consultant Services Related to the Housing Element Update to the City's General Plan

RECOMMENDATION

Approve the Amendment and authorize the City Manager and City Clerk to execute the agreement.

BACKGROUND

On November 17, 2020, the City Council approved an agreement with Dudek to provide consultant services related to the preparation of a comprehensive Housing Element Update. Each local government in California is required to adopt a comprehensive, long-term General Plan for the physical development of the jurisdiction. A certified Housing Element is one of seven mandatory elements of the General Plan.

Housing Element law, enacted in 1969, mandates local governments update their Housing Element every eight years to demonstrate how the jurisdiction has adequately planned to meet the existing and projected housing needs of all economic segments of the community. The community's housing need is determined through the Regional Housing Needs Assessment (RHNA) process. The City's previous Housing Element covers the period of 2013-2021. The Housing Element must be updated and then certified by the California Department of Housing and Community Development (HCD) for the 2021-2029 planning period. The City's allocation for the 6th RHNA cycle is 829 units, including 239 very low-income units, 124 low-income units, 128 moderate-income units, and 338 above moderate-income units. The City of Lomita was awarded a LEAP grant to update the City's Housing Element in the amount of \$150,000.

On November 2, 2021, the City Council approved the first amendment with Dudek to extend the agreement six months to complete the Housing Element. The City Council adopted Lomita's 6th Cycle (2021-2029) Housing Element on December 21, 2021, and the document was submitted to the California Department of Housing and Community Development (HCD) on January 11, 2022, for review. HCD provided a comment letter requesting additional revisions to fully comply with State Housing Element Law. On July 19, 2022, the City Council approved the second amendment with Dudek to extend the agreement through June 30, 2023, to allow staff to continue working with Dudek to address the outstanding comments.

DISCUSSION

On October 14, 2022, Lomita received certification from HCD for the 6th Cycle (2021-2029) Housing Element prior to the October 15 deadline. The changes from HCD required additional meetings beyond the original Dudek scope. Final documentation packaging and formatting are needed from Dudek at this time for the City's records. Dudek has submitted the attached augmented scope of work (Exhibit A) to provide for the additional meetings and all final documentation for posting on the City's website at an amount not to exceed \$5,000. Task 7.1 has been performed and Task 7.2 will get everything in its final format for posting online.

The attached amendment, if approved by the City Council, would add the attached scope of services to the agreement with Dudek to complete all required tasks for the Housing Element Update. The amendment includes additional authorization for up to \$10,000 to allow Dudek to perform additional work authorized by the City Manager to provide a briefing to the new Community and Economic Development Director and facilitation in establishing Housing Element program implementation. The current agreement with Dudek for the Housing Element Update expires June 30, 2023, and staff anticipates this will be enough time.

City Staff and Dudek anticipate providing the City Council with an update on the Housing Element during the December 20, 2022, City Council Meeting.

FISCAL IMPACT

The additional cost of up to \$10,000 for Dudek to package all final documentation related to the Housing Element for the City's records and to provide support to the new Community and Economic Development Director for education and implementation. Sufficient funds are available in the LEAP grant to cover these costs. All activities under the LEAP Grant must be completed and funding reimbursement requested by December 31, 2023.

OPTIONS

1. Authorize execution of the Third Amendment with Dudek.
2. Provide further direction.

ATTACHMENT

1. Draft Third Amendment to the Agreement with Dudek

Approved by:

Gary Sugano

Ryan Smoot

Gary Sugano
Assistant City Manager

Ryan Smoot
City Manager

Prepared by:

Lina Hernandez

Sheri Repp

Lina Hernandez
Management Analyst

Sheri Repp Loadsman
Planner

October 18, 2022

Sheri Repp Loadsman
Interim Community and Economic Development Director
24300 Narbonne Avenue
Lomita, CA 90717

Subject: Contract Augment for 2021-2029 City of Lomita Housing Element Revisions

Dear Sheri Repp Loadsman,

Dudek appreciates the opportunity to continue our work with the City of Lomita on the 6th Cycle Housing Element. Our team understands the context of housing needs and opportunities in the City and is pleased to assist the City in the preparation of the revisions needed for the State's final review and certification of the Housing Element.

Our team understands that the 6th cycle housing element certification process is complicated and can vary for each jurisdiction based on reviewer interpretation. We are experienced in navigating the certification and coordination process between jurisdictions and HCD, and we understand the level of analysis and programmatic detail that are necessary to achieve housing element certification from the State.

We understand that HCD's certification process is iterative and relies heavily on the context and needs of each jurisdiction. In our experience, we know that certification can be achieved through strong and deliberate commitments from jurisdictions to address housing needs and challenges. Our team is well equipped to advise City staff on needed revisions for certification and next steps to finalize the housing element. The detailed scope of work provided below, will ensure the City achieves Housing Element certification and will provide all final documentation for posting on the City's website at an amount not to exceed \$5,000.

Scope of Services – Scope Augment

TASK 7 REVISED HOUSING ELEMENT

Task 7.1 HCD Coordination, Meetings and Submission to HCD

Dudek will coordinate with the City and HCD to incorporate all final revisions to ensure Housing Element certification. This includes up to three (3) meetings with HCD and up to four (4) additional meetings with City staff. Dudek will provide up to two (2) rounds of revisions for HCD’s review.

Task 7.1 Deliverables

- Up to seven (7) total meetings
- Up to two (2) revised versions of the Housing Element in strikeout/underline format. (MS Word)

Cost for Task 7.1..... \$3,315.00

Task 7.2 Final Documentation and Packaging

Dudek will package all final documentation. This includes clean versions of the final certified Housing Element formatted in InDesign, all GIS shapefiles, and clean versions in MS Word for the City’s records.

Task 7.2 Deliverables

- Final Housing Element (InDesign, and MS Word)
- Shapefiles (GIS)

Cost for Task 7.2..... \$875.00

TOTAL COST TASKS 7.1-7.2..... \$4,190.00

COST NOT TO EXCEED \$5,000.00

Sincerely,



Elizabeth Dickson
Housing Element Project Manager



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7m**

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director

MEETING DATE: November 15, 2022

SUBJECT: Payment to Stephen Doreck Equipment Rentals, Inc. for Emergency Water Repairs

RECOMMENDATION

Authorize payment of \$34,795.51 to Stephen Doreck Equipment Rentals, Inc. for emergency water repair services.

BACKGROUND

The City's Street Reconstruction – Zone C & F Project began in April of 2022. The contractor for the project proposed to use Cement-Treated Base (CTB), which consisted of pulverizing in place the existing asphalt and underlying base and mixing it with blended cement and water that hardens after compaction and curing. This method is cost effective and forms a strong and durable paving material. The milling machine used to grind the existing asphalt weighs approximately 60,000 pounds and can create vibration of the underlying surface which may have contributed to a watermain break in the immediate area that lay under 247th Street which required water services to customers to be shut off while repairs could be made and the soil recompact.

During the water main break, due to staffing shortages and necessary leaves, only three City water employees were available for the repair. Due to the urgency of the situation, the impact on the construction site, and necessity to return water service as soon as possible to customers, an emergency was declared, and the assistance of Stephen Doreck Equipment Rentals, Inc. was sought.

The City has recently released a request for proposals (RFP) for on-call emergency repair services so there will be an on-going contract for this type of as-needed service in the future.

FISCAL IMPACT

Pursuant to Section 2-6.14 (Emergency Purchases), in the event of an emergency situation, and to correct an immediate problem or to prevent or halt the loss or injury of life, materials or property purchases may be made by the most advantageous method available. Per the municipal code, the documentation and nature of the emergency have been provided for Council consideration. The overall expenses for these services are \$34,795.51. This amount exceeds the authority of the City Manager to approve directly and requires City Council approval. The City’s Street Reconstruction – Zone C & F Project has available funds for the expense.

OPTIONS

1. Approve the recommendation.
2. Provide alternative direction.

ATTACHMENTS

1. Invoice from Stephen Doreck Equipment Rentals, Inc.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director

STEPHEN DORECK EQUIPMENT RENTALS, INC.
GENERAL ENGINEERING CONTRACTOR - LICENSE # A665471
9075 E. TELEGRAPH ROAD
PICO RIVERA, CA
TEL (562) 949-4949 - FAX (562) 261-5038 - CELL (562) 733-8821
steve@doreckconstruction.com

INVOICE

BILL TO: City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

INVOICE #: 22MS43-01
INVOICE DATE: 8/9/2022
BILLING #: 1
SDE JOB #: 22MS43
TERMS: 30
PROJECT MANAGER: PV

ATTN: MARK ANDERSON

Description

PROJECT: 247th Woodward
City of Lomita

REPORT #	DATE	AMOUNT
13354	6/22/2022	\$ 31,828.07
18275	6/24/2022	\$ 2,967.44

TOTAL AMOUNT DUE THIS INVOICE \$ 34,795.51

MAKE CHECKS PAYABLE TO : STEPHEN DORECK EQUIPMENT RENTALS, INC.

THANK YOU

STEPHEN DORECK EQUIPMENT RENTALS, INC.
EXTRA WORK REPORT

Job # 22MS-43 Date Performed 6/22/2022
Date of Report Wed
C.C.O. # _____

Report #: 13354
Amount Authorized: _____
Previous Expenditure: 0.00
Today: 31,828.07
To Date: 31,828.07

JOB LOCATION: Lomita - 247th Woodward - 6" Main Leak

Description of Work: Repaired 1" Service. Assisted city crew shut off valves & locating covered valves for shut down. Valves were shut down & backed up 1 & 2 Blocks no shut down accomplished, therefore line stop was required as directed backfilled. Above the pipes, charged pipe line, secure area.

No.	Labor	Name	Type	Rate	Hours	Extended Amnt
200T	LG1B	CONRADO, VALDIVIA	OT	112.28	4.0	449.12
20DT	LG1B	CONRADO, VALDIVIA	DT	139.19	9.0	1,252.71
ACOT	LG1E	ANDREW LARA	OT	104.54	4.0	418.16
ACDT	LG1E	ANDREW LARA	DT	129.02	9.0	1,161.18
VNOT	LA2	NOE VALDIVIA	OT	57.66	4.0	230.64
VNDT	LA2	NOE VALDIVIA	DT	71.13	9.0	640.17
94OT	LG1C	RICARDO HERNANDEZ	OT	121.27	4.0	485.08
94DT	LG1C	RICARDO HERNANDEZ	DT	150.99	10.0	1,509.90

Total Cost of Labor [A] **6,146.96**

No.	Equipment	Rate	Hours	Extended Amnt
2	1 Ton Truck w/ Tools SDER	18.75	8.0	300.00
1	6500 Generator SDER	7.50	8.0	60.00
1	2" Submersible pump SDER Per Day	36.00		36.00

Total Cost of Equipment [B] **396.00**

Qty	Materials & Rental Equipment	Vendor	Invoice #	Unit Price	Sales Tax	Amount
1	Materials	S&J Supply	S100195164-001	1,532.00	160.86	1,692.86
20	6" PVC 20' Ft Type C900	Western Water	1223041-00	16.90		373.50
1	6" single line stop	Rangeline	CA22-016-1	18,800.00		18,800.00

Total Cost of Material [C] **20,866.36**

Qty	Work Performed	Subcontractor	Invoice #	Amount

Total Cost of Subcontractor [D] **0.00**

The above record is complete and correct

20% on Labor Cost [A]: **1,229.39**

15% on Equipment Cost [B]: **59.40**

15% on Material Cost [C]: **3,129.95**

5% on Labor, Equip., and Material Cost if Work

Approved is Performed by Subcontractor [D]: **0.00**

Subtotal this Report: **31,828.07**

1% on subtotal (If Bonded Project):

Total this Report: 31,828.07

Contractor's Representative

Owner's Representative

STEPHEN DORECK EQUIPMENT RENTALS, INC.

GENERAL ENGINEERING CONTRACTOR

License No. 665471A

9075 Telegraph Rd., Pico Rivera, CA 90660

(562) 949-4949 • Fax: (562) 261-5038

DAILY WORK REPORT

REPORT NO. 13354^E

CUSTOMER: COMETA - EMERGENCY Call - OLT
 LOCATION: 247th / Woodward
 DESCRIPTION: 6" main Leak
 JOB NUMBER: 22MS43

DAY: Wednesday
 DATE: 6-22-22
 WEATHER: 68°

LABOR

INT.	EMPLOYEE NAME	START TIME	STOP TIME	LUNCH	START TIME	STOP TIME	REG HOURS	OT HOURS	TOTAL HOURS
	<u>Conrad VALDIVIA</u>	<u>3:30 PM</u>	<u>7:30 PM</u>	<u>.30</u>	<u>8:00 PM</u>	<u>4:30 AM</u>		<u>13</u>	<u>13</u>
	<u>Andrew LARA</u>					<u>4:30 AM</u>		<u>13</u>	<u>13</u>
	<u>NOEL VALDIVIA</u>					<u>4:30 AM</u>		<u>13</u>	<u>13</u>
	<u>DARRICK HERNANDEZ</u>					<u>5:30 AM</u>		<u>14</u>	<u>14</u>

EQUIPMENT DESCRIPTION	OP	SB	MATERIALS / SUBCONTRACTORS:
<u>2 - 1 Ton Crew Trucks</u>			<u>SJT - 6" GV MJ x MJ</u>
<u>1 - 6500 Generator</u>			<u>SFS YARD - 20' 6" PVC</u>
<u>1 - 2" Submersible Pump</u>			<u>RANGELINE 6" Single Line Stop</u>

JOB DIARY: REPAIRED 1" SERVICE
ASSISTED CITY CREW SHUTTING VALVES & LOCATING VALVES FOR SHUT DOWN
COVERED VALVES WERE SHUT DOWN & BACKED UP! & 2 BLOCKS NO SHUT DOWN
ACCOMPLISHED, THEREFORE LINE STOP WAS REQUIRED AS DIRECTED.
BACK FILLED ABOVE TIE PIPE, CHANGED PIPE LINE, SECURED AREA

POTENTIAL CLAIM ISSUES:

I hereby acknowledge that the above information is accurate and correct:
 X [Signature]

S&J Supply Co., Inc.

pipeline materials

S & J SUPPLY COMPANY, INC.
 13105 FLORENCE AVE
 SANTA FE SPRINGS, CA 90670
 562-944-7433
 Fax 562-944-7224



Invoice

INVOICE DATE	INVOICE NUMBER
06/23/2022	S100195164.001
REMIT TO: S & J SUPPLY COMPANY, INC. 13105 FLORENCE AVE SANTA FE SPRINGS, CA 90670	
PAGE NO.	
1 of 1	

REC 6/27/2022

BILL TO:

SHIP TO:

STEPHEN DORECK EQUIPMENT RENTALS
 9075 TELEGRAPH ROAD
 PICO RIVERA, CA 90660

DORECK SHOP ACCT
 9075 TELEGRAPH RD.
 PICO RIVERA, CA 90660

CUST / JOB #	CUSTOMER PO NUMBER	REF NUMBER	SALESPERSON	
750	LOMITA EMERGENCY	RICK H	RYAN RAY	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN RAY	WILL CALL	Net 30 Days	06/23/2022	06/23/2022
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1ea	MUGVML6 6" MULR MJ RWGV A2362 DI OL L/A W/ SS T316 TRIM 2" OPT NUT NDZ STEM & BROWN EPOXY	1157.000/ea	1157.00
1ea	1ea	EMERFEE EMERGENCY FEE **ALL MATERIAL NON-RETURNABLE**	375.000/ea	375.00

Handwritten:
 22ms-43
 542
 02

Handwritten: C

Invoice is due by 07/23/2022

Past Due invoices may be subject to 1.50% late charge.

All sales are subject to S & J Supply Company, Inc. Terms & Conditions
 The products you have purchased are subject to this WARNING:
 WARNING: Cancer and Reproductive Harm
<http://www.P65Warnings.ca.gov>

Subtotal	1532.00
S&H Charges	0.00
Tax LASFS	160.86
Payments	0.00
Amount Due	1692.86

SMOOTH RUNNING WATER WORKS SUPPLY COMPANY

2000 PINE AV CHINO HILLS, CA - 91709
 TEL: (909)597-7000 | FAX: (909)597-7050

You are a **Grand Guarantee Club Member**

We Guarantee:
 -Accurate Orders
 -Accurate Deliveries
 -Accurate Billings

Or we will give you \$2000

2000 GRAND GUARANTEE CLUB

Member Since 2015

INVOICE

INVOICE #			
1223041-00 ✓			
PO #			
2020-16			
QUOTE #	PO DATE	INVOICE DT	PAGE #
0	02/02/22	02/03/22	1 of 1

CUST #: 100428

FEB 07 2022

BILL TO
 STEPHEN DORECK EQUIP RENTAL
 9075 TELEGRAPH RD
 PICO RIVERA, CA 90660

SHIP TO
 HUNTINGTON PARK - STEPHEN DORE
 E. FLORANCE AVE / CALIFORNIA A
 HUNTINGTON PARK, CA 90255

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
ATTN: RICK	SANTA FE SPRINGS	WILL CALL	02/02/22	NET 30 DAYS

CONTACT	Rick Hernandez
MOBILE PHONE	(310) 892-8766
EMAIL	rick@doreckconstruction.com

LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
1	DR18-06 6 CL235 DR18 C900 PVC PIPE	20	0	20	FT	16.90	338.00
1	Lines Total	Qty Shipped Total		20		Total	338.00
						Taxes	35.50
						Invoice Total	373.50

POSTED

22mson
~~2020~~
 515 542
 02
 ok to pay
 RHA

C

Cash Discount 0.00 If Paid By 02/03/22

SMOOTH RUNNING JOBS



Invoice

Rangeline Tapping Services, Inc.
 PO Box 210155
 Royal Palm Beach, FL 33421
 Ph 1-800-346-5971 Fax 561-798-2113

INVOICE DATE	INVOICE #
6/23/2022 ✓	CA22-016-1

Stephen Doreck Equipments Rentals, Inc.
 9075 Telegraph Road
 Pico Rivera, CA 90660

P.O. NO.

JUL 5 REC'D

TERMS	DUE DATE	Sales Rep	JOB NAME	Technician
Net 30	7/23/2022	JN	CA22-016 Emergency City of Lomita	JN

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Service Date 06.23.2022 Emergency Service		
1	6" Single Line Stop	9,000.00	9,000.00
22.5	Labor 3 Techs at \$250.00 per hour x 7.5hrs each	250.00	5,625.00
1	Travel Time to job	1,095.00	1,095.00
1	Material Billing for Restocking Fee	1,080.00	1,080.00
1	Mobilization Fee Emergency	2,000.00	2,000.00
	Quote RTS22-5679 JN		

22ms-43
 543
 10

C

		Total	\$18,800.00
E-mail	Web Site	Payments/Credits	\$0.00
rangeline@rangeline.com	www.rangeline.com	Balance Due	\$18,800.00



P.O. Box 30013
 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

SOLD TO:

STEPHEN DORECK EQUIPMENT RENTALS
 9075 TELEGRAPH RD
 PICO RIVERA CA 90660

SPECIAL

FOR BILLING QUESTIONS PLEASE CALL
 858-513-0611

JOB NAME: COVINA-YARD 231151

SHIP TO:

STEPHEN DORECK EQUIPMENT RENTALS
 747 N BARRANCA AVE., COVINA
 COVINA CA 91723

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
18250045 SO	202107	158995	60218125	31	15176	Irwindale Aggregates	993406	6/22/22	35903320	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
06/21/22	1463	CYCLONE SAND 11011919	25.86	TN	5.00	129.30	5.09	131.63		260.93
		FUEL SURCHARGE TRUCK					21.06	21.06		21.06
		ENVIRONMENTAL FEE (LOAD/EA			3.00				3.00	3.00
		SUBTOTAL	25.86			129.30		152.69	3.00	284.99
		TOTAL	25.86			129.30		152.69	3.00	284.99
							TAX RATE	10.25 %	TAX AMOUNT	13.56
INVOICE TOTAL									\$298.55	

POSTED
6/22/22

15 Tons sand @ 11.54 unit price
 \$ 173.10

202107
 342
 01

DETACH and Include this Return Portion with Payment



REMIT TO:

MARTIN MARIETTA MATERIALS
 P O Box 677061
 Dallas TX 75267-7061

CUSTOMER NUMBER: 993406 STEPHEN DORECK EQUIP
 INVOICE NUMBER: 35903320

PAYMENT DUE \$298.55

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

11.54 unit price 5/15 19/11 10:50-1



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7n**
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: November 15, 2022
SUBJECT: Disposal of Surplus Equipment

RECOMMENDATION

Authorize the Administrative Services Director to exercise the sale of, or otherwise dispose of, surplus City property through General Auction Company.

BACKGROUND

Under Lomita Municipal Code Section 2-6.23, the purchasing officer has the authority to sell, exchange, or otherwise dispose of all supplies and equipment which cannot be used by any department, or which have become unsuitable for City use. Disposition of City property which has no commercial value or for which the estimated cost of continued care, handling, maintenance, or storage would exceed the estimated proceeds of sale. Further, these assets have fully depreciated and have no residual value.

OPTIONS:

1. Approve staff recommendation.
2. Provide further direction.

FISCAL IMPACT

The proceeds from the sale or disposal of the surplus supplies and equipment shall be deposited into the Equipment Replacement Fund.

ATTACHMENT

Exhibit A – December 2022 Surplus City Property List

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

EXHIBIT A

Property No.	Description	Make	Model	Serial No. (VIN)
1020	Mower	Toro	30230	
1197	Aerial Bucket Lift	International	LB652	1HTSCAAP5XH685032
1909	Dump Truck	Chevrolet	C450	1GBE4E1G78F405613



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CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7o**

FROM: Trevor Rusin, City Attorney, and Ryan Smoot, City Manager

MEETING DATE: November 15, 2022

SUBJECT: Authorizing Virtual City Council Meetings as Well as Virtual Meetings for All Other City Commissions and Committees Pursuant to AB 361

RECOMMENDATION

Authorize remote teleconference/virtual meetings of all City of Lomita legislative bodies, including all City commissions and committees, in accordance with Assembly Bill 361 (“AB 361”), by finding that: (1) a statewide state of emergency is currently in place; (2) state and local officials have imposed or recommended measures to promote social distancing in connection with COVID-19.

ANALYSIS AND OPTIONS

All meetings of the City’s legislative bodies are subject to the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq.*) and must be open and public so that any member of the public may attend and participate in the meetings. Commencing in March of 2020, Governor Newsom issued a series of executive orders aimed at preventing the spread of a respiratory disease that came to be known as the novel coronavirus, “COVID-19.” Among these were Executive Orders (“EO”) N-25-20, N-29-20, and N-35-20 (collectively, the “Brown Act Orders”) that waived the teleconferencing requirements of the Brown Act to allow legislative bodies to meet virtually.

On June 11, 2021, the Governor issued EO N-08-21 which rescinded these Brown Act Orders that had allowed remote meetings to occur, effective September 30, 2021. To replace those orders, on September 16, 2021, Governor Newsom signed AB 361, which became effective October 1, 2021, and amended the Brown Act to allow legislative bodies to meet virtually, without following the Brown Act’s standard teleconferencing rules, provided that the legislative body makes specific findings, which include the following: (1) a statewide state of emergency is currently in place and (2) State or local officials have imposed or recommended measures to promote social distancing in connection with COVID-19 and/or (3) meeting in person would present imminent risks to the health or safety of attendees.

To comply with AB 361 the City Council must make these findings at least every 30 days. All three findings under AB 361 can be made given the current circumstances. The Governor has proclaimed a state of emergency in response to the ongoing COVID-19 pandemic and the state of emergency currently remains in effect. Further, State officials, including the California Department of Public Health, have recommended measures to promote social distancing in connection with COVID-19, which are currently in place. Similarly, local officials, including the County Public Health Officer, have also recommended measures to promote social distancing in connection with COVID-19. In a recommendation dated September 28, 2021, the County Public Health Officer stated that “utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease.” Finally, the City has determined that meeting in person would present imminent risks to the health or safety of attendees. Accordingly, all of the above-referenced AB 361 findings currently exist.

By taking the recommended action the current virtual meeting procedures may continue. If the City Council does not make the findings pursuant to AB 361, the City would have to conduct its public meetings for the City Council and other commissions in person.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

Prepared by:



Trevor Rusin
City Attorney