

Barry Waite, Mayor
Bill Uphoff, Mayor Pro Tem
James Gazeley, Council Member
Cindy Segawa, 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. 2023-06
Next Ordinance No. 845

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, FEBRUARY 21, 2023
6:00 P.M.**

PURSUANT TO AB-361, THE PUBLIC 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/83664024017?pwd=ZHIKeFIJVTBHWmhoTS9NRVBqTVV5QT09>

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) during the meeting 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: **836 6402 4017** Passcode: **131157**. 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 – Council Member Waronek
- d) Roll Call

2. APPROVAL OF AGENDA

3. PRESENTATIONS

- **RECOGNITION OF MIKE ROMERO, LAUSD DISTRICT SOUTH SUPERINTENDENT**
- **RECOGNITION OF NEW LOMITA CHAMBER OF COMMERCE BOARD OF DIRECTORS**

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-k be approved.

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meeting of January 17, 2023, and February 8, 2023, Special City Council Meeting

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- h. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- i. December 2022 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- j. First Amendment to Agreement with Hazen and Sawyer for Engineering Services related to the Cypress Facility Upgrades

RECOMMENDED ACTION: 1) Approve the First Amendment to Agreement 2020-18 with Hazen and Sawyer for engineering services related to Cypress Facility Upgrades for a total not to exceed \$214,655 inclusive of previously approved funding; and 2) Authorize the City Manager and City Clerk to execute the Amendment.

- k. Professional Services Agreement with Athens Services, Inc. to Provide Street Sweeping Services

RECOMMENDED ACTION: 1) Award an Agreement for street sweeping services to Athens Services, Inc. for an amount not to exceed \$162,000 per year for routine sweeping services for a seven (7) year term and allowing for increases based on a formula related to CPI; and 2) Appropriate \$15,000 to account 205-610-5346 for Fiscal Year 2022-23 to cover the additional costs; and 3) Authorize the City Manager and City Clerk to execute the Agreement.

8. SCHEDULED ITEMS

a. DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH STETSON ENGINEERS, INC. FOR NEW GROUNDWATER WELL FEASIBILITY STUDY

Presented by Carla Dillon, P.E., Public Works Director

RECOMMENDED ACTION: 1) Approve a Professional Services Agreement with Stetson Engineers, Inc. for Engineering Services related to a New Groundwater Well Feasibility Study in the amount of \$54,900 plus a 15% contingency amount of \$8,235; and 2) Appropriate \$13,135 to 520-840-5821.377 from reserve funds; and 3) Authorize the City Manager and City Clerk to execute the Agreement.

b. DISCUSSION AND REVIEW OF GENERAL PLAN UPDATE

Presented by Brianna Rindge, Community & Economic Development Director

RECOMMENDED ACTION: No specific action requested, for discussion and review of the General Plan process.

c. DISCUSSION AND CONSIDERATION OF THE NUMBER OF PLANNING COMMISSIONERS AND POTENTIAL CONSIDERATION OF AN APPOINTMENT TO A VACANT SEAT ON THE PLANNING COMMISSION

Presented by Brianna Rindge, Community & Economic Development Director

RECOMMENDED ACTION: Discuss and consider the current number of Planning Commissioners as established by the Municipal Code; and should the Council desire to maintain the current seven-member format of the Commission, take nominations for and consider appointment to one vacant seat on the Planning Commission with a term ending June 30, 2023.

d. DISCUSSION OF ANNUAL ANTI-GANG/DRUG FREE WALK

Presented by Carla Dillon, P.E., Public Works Director

RECOMMENDED ACTION: 1) Continue with the Anti-Gang and Drug-Free Event with minor amendments to the judging process for 2023; and 2) Establish working group to propose any desired adjustments for 2024; and 3) Direct staff to explore the possibility of providing transportation to and from the event.

e. DISCUSSION AND CONSIDERATION OF A LOS ANGELES COUNTY SHERIFF DEPARTMENT (LASD) PROPOSAL FOR 2023 ILLEGAL FIREWORKS SUPPRESSION ENFORCEMENT

Presented by Lina Hernandez, Senior Management Analyst

RECOMMENDED ACTION: Discuss and approve the Los Angeles County Sheriff's Department's (LASD) Proposal for 2023 Fireworks Suppression Enforcement.


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, Lomita Park, and uploaded to the City of Lomita website <https://lomitacity.com/agendas-minutes/>.

Date Posted: February 16, 2023



Kathleen Horn Gregory, MMC, City Clerk



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**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 17, 2023**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:00 p.m. on Tuesday, January 17, 2023, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Council Member Segawa led the salute to the flag.

c. Invocation

Mayor Pro Tem Uphoff gave the invocation.

d. Roll Call

PRESENT: Council Members Gazeley, Segawa and Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

ABSENT: None

STAFF PRESENT: City Manager Smoot, Assistant City Manager Sugano, City Attorney Rusin, Community and Economic Development Director Rindge, Administrative Services Director Kamada, Public Works Director Dillon, and City Clerk Gregory

2. APPROVAL OF AGENDA

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the agenda.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: None

3. PRESENTATIONS

Chris Cagle from the South Bay Workforce Investment Board gave a quarterly report along with his colleague, Robert Chavez. Lomita Chamber President Heidi Butzine briefly spoke about the collaboration between the Chamber and the Board to help support Lomita businesses.

4. ORAL COMMUNICATIONS

Winona Phillabaum, Lomita Library Manager, announced upcoming events at the library.

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

Council Member Segawa had nothing to report.

Council Member Gazeley reported on the following:

- January 4 – SCAG Regional Council Meeting
- January 12 – LA County West Vector Control Meeting

Council Member Waronek reported on the following:

- January 9-11 – California Contract Cities Sacramento Legislative Tour

Mayor Pro Tem Uphoff reported on the following:

- January 9-11 – California Contract Cities Sacramento Legislative Tour

Mayor Waite reported on the following:

- January 9-11 – California Contract Cities Sacramento Legislative Tour
- Announced Chamber Installation Dinner on January 26, 2023

6. CITY MANAGER'S REPORT (information only)

City Manager Smoot announced that Congresswoman Maxine Waters was successful in securing an allocation of 4.7 million dollars through WRDS for stormwater projects in Lomita. The funding will still need to make its way through the federal appropriations process before the project can proceed. Council Member Waronek suggested that staff reach out to invite Congresswoman Waters to a Council meeting to thank her.

Community and Economic Development Director Rindge introduced the new Team Lomita staff members, Assistant Planner Erika Barbero and Planning Intern Whitney Weisberg.

7. CONSENT AGENDA

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

Council Member Segawa made a motion, seconded by Council Member Waronek to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite
NOES: None
ABSENT: None

Approved the following Consent Agenda items:

- 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. November 2022 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- i. Agreement with Cashel Corporation DBA Integrated Media Systems to Provide Ongoing Maintenance for the City Council Chambers Audio/Visual Broadcast System Equipment

RECOMMENDED ACTION: Authorize the City Manager to sign an agreement with Cashel Corporation dba Integrated Media Systems to provide ongoing maintenance and remote monitoring for the City Council Chambers Audio/Visual Broadcast System Equipment in an amount not to exceed \$53,910 over three years (\$17,970 annually which includes a 10% contingency).

- j. Resolution Approving and Authorizing Participation in the Permanent Local Housing Allocation (PLHA) Grant Program for Year 3

RECOMMENDED ACTION: Adopt resolution approving and authorizing participation in the Los Angeles County Permanent Local Housing Allocation (PLHA) Program once it becomes available for the PLHA Program Year 3.

RESOLUTION NO. 2023-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AND AUTHORIZING THE PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

- k. Second Reading and Adoption of Ordinance No. 841 Amending Lomita Municipal Code Title V, Chapter 9 “Low Impact Development Implementation”

RECOMMENDED ACTION: Adopt Ordinance.

ORDINANCE NO. 841 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE V, CHAPTER 9, “LOW IMPACT DEVELOPMENT IMPLEMENTATION”

- l. Second Reading and Adoption of Ordinance No. 844 for Zoning Text Amendment No. 2022-02 Amending Lomita Municipal Code Section 11-1.27.12 to Modify Sign Regulations of the 24000 Crenshaw Boulevard Specific Plan Zone

RECOMMENDED ACTION: Adopt Ordinance.

ORDINANCE NO. 844 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2022-02 AMENDING LOMITA MUNICIPAL CODE SECTION 11-1.27.12, MODIFYING SIGN REGULATIONS FOR THE 24000 CRENSHAW BOULEVARD SPECIFIC PLAN ZONE AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

- m. 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

None scheduled.

9. PUBLIC HEARINGS

a. DISCUSSION AND CONSIDERATION OF ADOPTING A RESOLUTION AMENDING CITYWIDE COMPREHENSIVE USER FEES AND CHARGES INCLUDING A CPI ADJUSTMENT

RECOMMENDED ACTION: After conducting the public hearing, adopt resolution implementing the fee schedule effective March 19, 2023.

Assistant City Manager Sugano gave a brief presentation per the agenda materials.

There being no requests to speak on the item, Mayor Waite opened and closed the public hearing at 6:35 p.m. and asked for a motion from the Council.

Council Member Segawa made a motion, seconded by Council Member Waronek to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff,
and Mayor Waite
NOES: None
ABSENT: None

Adopted the following titled resolution.

RESOLUTION NO. 2023-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ESTABLISHING AND ADOPTING CERTAIN FEES, RATES AND CHARGES FOR VARIOUS CITY SERVICES

b. SECOND READING OF PROPOSED ORDINANCE ADOPTING BY REFERENCE THE 2022 LOS ANGELES COUNTY BUILDING CODES

RECOMMENDED ACTION: Conduct public hearing, and after the City Attorney reads the title, adopt Ordinance No. 843.

There being no requests to speak on the item, Mayor Waite opened and closed the public hearing at 6:36 p.m. and asked for a motion from the Council.

Council Member Waronek made a motion, seconded by Council Member Segawa to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff,
and Mayor Waite
NOES: None
ABSENT: None

Adopted the following titled ordinance.

ORDINANCE NO. 843 - AN ORDINANCE OF THE CITY OF LOMITA, CALIFORNIA, CODE AMENDMENT NO. 2022-03 ADOPTING BY REFERENCE THE LOS ANGELES COUNTY CODE AMENDING LOMITA MUNICIPAL CODE SECTIONS 10-1 (BUILDING CODE), 10-2 (ELECTRICAL CODE), 10-3 (PLUMBING CODE), 10-4 (MECHANICAL CODE), 10-7 (RESIDENTIAL CODE), 10-8 (GREEN BUILDING STANDARDS), AND 10-9 (EXISTING BUILDING CODE) INCORPORATING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 26 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA BUILDING CODE, 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA ELECTRICAL CODE, 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA PLUMBING CODE, 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA MECHANICAL CODE, 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA RESIDENTIAL CODE, 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA GREEN BUILDING STANDARDS CODE, 2022 EDITION; AND TITLE 33 OF THE LOS ANGELES COUNTY CODE INCORPORATING THE CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; WITH CERTAIN CHANGES AND MODIFICATIONS, AND MAKING OTHER REVISIONS THERETO

10. ADJOURNMENT

There being no further business to discuss, Mayor Waite adjourned the meeting at 6:38 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

**MINUTES OF THE
LOMITA CITY COUNCIL
SPECIAL MEETING
WEDNESDAY, FEBRUARY 8, 2023**

1. OPENING CEREMONIES

a. Call Meeting to Order

The special meeting of the Lomita City Council was called to order by Mayor Waite at 4:34 p.m. on Wednesday, February 8, 2023, in the Commission Conference Room at City Hall, 24300 Narbonne Avenue, Lomita, California.

PRESENT: Council Members Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff and Mayor Waite

ABSENT: None

STAFF PRESENT: City Manager Smoot, Assistant City Manager Sugano, City Attorney Rusin, Community and Economic Development Director Rindge and City Clerk Gregory

2. ORAL COMMUNICATIONS

There were no requests to speak.

3. SPECIAL MEETING ITEMS

a. **CONDUCT INTERVIEWS FOR SEAT ON THE PLANNING COMMISSION**

RECOMMENDED ACTION: Interview candidates to consider filling one vacant seat on the Planning Commission with a term ending June 2023.

City Manager Smoot and Director Rindge gave a brief overview of the GPAC and some of the skills and knowledge that could be beneficial during the process. The Council interviewed eight of the nine candidates scheduled, with one dropping out due to a schedule conflict.

4. ADJOURNMENT

There being no further business to discuss, Mayor Waite adjourned the meeting at 6:15 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:



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TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: February 21, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

February 21, 2023	TOTAL WARRANTS ISSUED:	\$589,393.92
	Wires Transfers:	10807-10817
	Prepay:	530166
	Check Numbers:	530167-530247

Total Pages of Register: 17

February 10, 2023	TOTAL PAYROLL ISSUED:	\$125,681.74
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 17 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 2/8/2023 - 2/21/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7228 - #1 All Safe & Secure					
530167	02/21/2023	#1 All Safe & Secure	01-2023	Pre-Emp Live Scan	20.00
				Vendor 7228 - #1 All Safe & Secure	Total: 20.00
Vendor: 6948 - A1 Lawnmower Shop					
530168	02/21/2023	A1 Lawnmower Shop	01870	Mower Repair	39.00
530168	02/21/2023	A1 Lawnmower Shop	01871	Grinding Repair	18.00
				Vendor 6948 - A1 Lawnmower Shop	Total: 57.00
Vendor: 7353 - ACE Whatever It Takes					
530169	02/21/2023	ACE Whatever It Takes	5647	Lub-E 11 oz	3.96
530169	02/21/2023	ACE Whatever It Takes	5647	Loctite Extreme High Strength G..	6.60
530169	02/21/2023	ACE Whatever It Takes	5647	Misc Fasteners	0.44
530169	02/21/2023	ACE Whatever It Takes	5647	Misc Fasteners	0.55
530169	02/21/2023	ACE Whatever It Takes	5647	Super Glue Gel 2GM 2-PK	3.96
530169	02/21/2023	ACE Whatever It Takes	5660	Extension Cord	93.70
530169	02/21/2023	ACE Whatever It Takes	5660	Disposable Ear Plug	11.00
530169	02/21/2023	ACE Whatever It Takes	5662	7 in. W X 12 in. L Disposable Pai...	13.18
530169	02/21/2023	ACE Whatever It Takes	5662	6 in. W X 3/8 in. Mini Paint Roller	35.24
530169	02/21/2023	ACE Whatever It Takes	5662	.88 in. W X 60 yd L Blue Strength..	7.71
530169	02/21/2023	ACE Whatever It Takes	5669	Shockwave 1/2" X 3/8" Drive S...	17.63
530169	02/21/2023	ACE Whatever It Takes	5669	Shockwave 1/2" X 1/2" Drive S...	20.94
530169	02/21/2023	ACE Whatever It Takes	5669	Pro 3/8" High Carbon Steel Prick..	5.06
530169	02/21/2023	ACE Whatever It Takes	5669	Shockwave Phillips/Torx PH2/T...	3.30
530169	02/21/2023	ACE Whatever It Takes	5669	Latex Coated Gloves	5.49
530169	02/21/2023	ACE Whatever It Takes	5672	7" L X 7" H Aluminum Rafter Sq...	11.01
530169	02/21/2023	ACE Whatever It Takes	5672	H75PH Ford Key	5.06
530169	02/21/2023	ACE Whatever It Takes	5672	1000' L X 3" W Plastic Caution B...	28.65
530169	02/21/2023	ACE Whatever It Takes	5673	25 ft. L X 1.65 in. W Compact Ta...	16.53
530169	02/21/2023	ACE Whatever It Takes	5673	White Athletic Field Marker 17 ...	7.70
530169	02/21/2023	ACE Whatever It Takes	5673	Dark Blue Inverted Striping Pain...	7.71
530169	02/21/2023	ACE Whatever It Takes	5673	Stringliner Pro Braided Mason L...	14.32
530169	02/21/2023	ACE Whatever It Takes	5674	32" Carbon Steel Bypass Lopper	85.97
530169	02/21/2023	ACE Whatever It Takes	5676	Utility Blades GP 100 Pieces	22.04
530169	02/21/2023	ACE Whatever It Takes	5676	Misc. Fasteners	0.77
530169	02/21/2023	ACE Whatever It Takes	5676	Misc. Fasteners	0.88
530169	02/21/2023	ACE Whatever It Takes	5692	Sand Paper 180 Grit	8.78
530169	02/21/2023	ACE Whatever It Takes	5692	Sand Paper 9 X 11 80G 4-Pk	5.06
530169	02/21/2023	ACE Whatever It Takes	5692	Sand Paper Carb 9 X 11 X FN 5-...	7.26
530169	02/21/2023	ACE Whatever It Takes	5692	Sanding Block 2.6" X 5.5"	7.27
530169	02/21/2023	ACE Whatever It Takes	5693	Security Bit Set 1"33P	28.64
530169	02/21/2023	ACE Whatever It Takes	5694	61" Steel Digging Shovel Wood ...	36.37
530169	02/21/2023	ACE Whatever It Takes	5694	Plastic Pail 5 Gal	14.53
530169	02/21/2023	ACE Whatever It Takes	5697	Spray Paint	13.21
530169	02/21/2023	ACE Whatever It Takes	5698	Folding Earmuff	22.04
530169	02/21/2023	ACE Whatever It Takes	5698	Pocket Hose Silver Bullet 3/4" D...	35.27
530169	02/21/2023	ACE Whatever It Takes	5698	Crayon Lumber Red	1.09
530169	02/21/2023	ACE Whatever It Takes	5699	Misc. Fasteners	3.53
530169	02/21/2023	ACE Whatever It Takes	5699	32 oz Dead Blow Hammer Steel...	55.11
530169	02/21/2023	ACE Whatever It Takes	5699	3/4" X 6" L High Speed Steel Ste...	38.58
530169	02/21/2023	ACE Whatever It Takes	5699	9.5" Bi-Metal Thin Kerf Recipro...	22.04
530169	02/21/2023	ACE Whatever It Takes	5699	6" Bi-Metal Double Duty Recipro...	16.53
530169	02/21/2023	ACE Whatever It Takes	5699	15/64" X 3-7/8" L Cobalt Alloy S...	6.60
530169	02/21/2023	ACE Whatever It Takes	5699	6" Bi-Metal Thin Kerf Reciprocat...	16.53
530169	02/21/2023	ACE Whatever It Takes	5699	1/2" X 6" L Cobalt Steel Drill Bit	15.42
530169	02/21/2023	ACE Whatever It Takes	5699	6" Bi-Metal Double Duty Recipro...	16.53

Warrant Register

Payment Dates: 2/8/2023 - 2/21/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530169	02/21/2023	ACE Whatever It Takes	5699	7/16" X 3-7/8" L Cobalt Alloy St...	13.22
530169	02/21/2023	ACE Whatever It Takes	5699	Misc. Fasteners	2.03
530169	02/21/2023	ACE Whatever It Takes	5699	8" L X 2.5" W Steel Assorted 4-i...	13.21
530169	02/21/2023	ACE Whatever It Takes	5699	9" Carbon Steel Pruning Recipro...	9.91
530169	02/21/2023	ACE Whatever It Takes	5699	8" L X5/16" W High Carbon Steel..	9.91
530169	02/21/2023	ACE Whatever It Takes	5699	12" L X 8" H Steel Carpenter Sq...	7.71
530169	02/21/2023	ACE Whatever It Takes	5699	Misc. Fasteners	14.02
				Vendor 7353 - ACE Whatever It Takes	Total: 869.80
Vendor: 12301 - Adam Burt					
530170	02/21/2023	Adam Burt	020723	Youth Tennis Instructor	2,594.20
				Vendor 12301 - Adam Burt Total:	2,594.20
Vendor: 4015 - AFLAC					
530171	02/21/2023	AFLAC	Jan 23	Emp Life/Accid Ins. January 23	145.03
530171	02/21/2023	AFLAC	Jan 23	Emp Life/Accid Ins. January 23	43.49
530171	02/21/2023	AFLAC	Jan 23	Emp Life/Accid Ins. January 23	22.36
530171	02/21/2023	AFLAC	Jan 23	Emp Life/Accid Ins. January 23	51.01
				Vendor 4015 - AFLAC	Total: 261.89
Vendor: 7445 - All City Management Services, Inc.					
530172	02/21/2023	All City Management Services, I...	83201	Crossing Guard Services	5,338.80
				Vendor 7445 - All City Management Services, Inc. Total:	5,338.80
Vendor: 4060 - Allianz Life Insurance Co.					
530173	02/21/2023	Allianz Life Insurance Co.	Feb 23	Employee Life Insurance-Februa...	53.00
				Vendor 4060 - Allianz Life Insurance Co.	Total: 53.00
Vendor: 12155 - Amazon Capital Services					
530174	02/21/2023	Amazon Capital Services	16P7-FFXX-49GH	LED Flashlight 2-Pk	19.83
530174	02/21/2023	Amazon Capital Services	16P7-FFXX-49GH	SanDisk 128GB Memory Card	25.35
530174	02/21/2023	Amazon Capital Services	16P7-FFXX-49GH	Memory Card Reader	15.42
530174	02/21/2023	Amazon Capital Services	1H4Q-1DKC-KJPC	Two Way Radio Antenna, Walki...	104.83
530174	02/21/2023	Amazon Capital Services	1PQQ-GQ1M-6FNC	Disposable Cold Compresses 12...	259.96
530174	02/21/2023	Amazon Capital Services	1QQH-PYLN-4RGP	Sterile Saline Isotonic Single Use..	28.33
530174	02/21/2023	Amazon Capital Services	1QQH-PYLN-4RGP	Diphen Allergy and Hay Fever R...	33.05
530174	02/21/2023	Amazon Capital Services	1QQH-PYLN-4RGP	Chewable Mint Antacid Tablets ...	52.49
530174	02/21/2023	Amazon Capital Services	1QQH-PYLN-4RGP	First Aid General Smart Compli...	213.05
				Vendor 12155 - Amazon Capital Services Total:	752.31
Vendor: 4010 - Ameritas Life Insurance					
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	50.88
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	3,029.19
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	94.13
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	73.78
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	38.16
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	53.33
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	101.76
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	72.46
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	61.06
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	101.76
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	96.67
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	180.62
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	101.76
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	11.70
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	5.09
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	7.63
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	16.28
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	63.60
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	53.33
530175	02/21/2023	Ameritas Life Insurance	Feb 23	Emp Dental Ins/February 23	605.79
				Vendor 4010 - Ameritas Life Insurance	Total: 4,818.98

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12796 - Angie Cabrera					
530176	02/21/2023	Angie Cabrera	2003961.001	Refund-Picnic Shelter Deposit...	75.00
Vendor 12796 - Angie Cabrera Total:					75.00
Vendor: 12257 - Aramsco Inc.					
530177	02/21/2023	Aramsco Inc.	S5649758.001	Toilet Tissue 9" 2-Ply Jumbo	393.59
530177	02/21/2023	Aramsco Inc.	S5649758.001	Maxit Floor Stripper	186.54
530177	02/21/2023	Aramsco Inc.	S5649758.001	Super Shine Ultra-Gallon Floor F...	120.92
530177	02/21/2023	Aramsco Inc.	S5649758.001	Dust Mop Head 48 X 5 Blue	99.00
530177	02/21/2023	Aramsco Inc.	S5649758.001	Dust Mop Handle-Clamp 5ft	48.20
530177	02/21/2023	Aramsco Inc.	S5649758.001	Dust Mop Head 36 X 5 Blue	64.21
530177	02/21/2023	Aramsco Inc.	S5649758.001	Brightline Floor Pad 20" Black	34.51
530177	02/21/2023	Aramsco Inc.	S5649758.001	Dust Mop Frame 48 X 5 Clamp	21.92
530177	02/21/2023	Aramsco Inc.	S5649758.001	Mop Handle-Fiberglass Handle	17.83
530177	02/21/2023	Aramsco Inc.	S5649758.001	Dust Mop Head 36 X 5 Clamp	14.82
530177	02/21/2023	Aramsco Inc.	S5649758.001	Toilet Tissue 2-Ply 96 Rolls per ...	80.31
530177	02/21/2023	Aramsco Inc.	S5649758.001	Mop Head-Loop White X-large	17.90
530177	02/21/2023	Aramsco Inc.	S5649961.001	Disinfectant Cleaner 1 Gal	128.16
Vendor 12257 - Aramsco Inc. Total:					1,227.91
Vendor: 3334 - Autozone, Inc.					
530178	02/21/2023	Autozone, Inc.	2859540787	Black and Gray M-Pact Large M...	58.41
530178	02/21/2023	Autozone, Inc.	2859540787	Towing Solution Stop, Tail &Tur...	10.02
530178	02/21/2023	Autozone, Inc.	2859540787	Sylvania Long Life Bulbs	7.27
530178	02/21/2023	Autozone, Inc.	2859541537	Black Heat Shrink Tubing	16.75
530178	02/21/2023	Autozone, Inc.	2859541537	16 Gauge Brown PRI Doman Pr...	10.79
530178	02/21/2023	Autozone, Inc.	2859541537	16 Gauge Green PRI Doman Pri...	10.35
530178	02/21/2023	Autozone, Inc.	2859541537	Mini Torch Lighter	4.29
530178	02/21/2023	Autozone, Inc.	2859546501	Air Freshener, Little Trees Wild ...	7.48
530178	02/21/2023	Autozone, Inc.	2859546501	10W30 Motor Oil	11.68
530178	02/21/2023	Autozone, Inc.	2859546501	Blaster Silicone Lubricant	9.80
Vendor 3334 - Autozone, Inc. Total:					146.84
Vendor: 0415 - B.D. White Top Soil Co.					
530179	02/21/2023	B.D. White Top Soil Co.	88228	Baseball Mix	95.09
530179	02/21/2023	B.D. White Top Soil Co.	88270	Baseball Mix	126.79
Vendor 0415 - B.D. White Top Soil Co. Total:					221.88
Vendor: 12252 - Barry Waite					
530180	02/21/2023	Barry Waite	3847	Reimbursement for LAEDC Eco...	125.00
Vendor 12252 - Barry Waite Total:					125.00
Vendor: 12762 - Brianna Rindge					
530181	02/21/2023	Brianna Rindge	020823	Mileage Reimbursement	29.41
Vendor 12762 - Brianna Rindge Total:					29.41
Vendor: 12391 - Brishan Inc.					
530182	02/21/2023	Brishan Inc.	0002314	Aquaphalt 4.0, 3.5 Gal	2,341.71
Vendor 12391 - Brishan Inc. Total:					2,341.71
Vendor: 7257 - Brit West Soccer					
530183	02/21/2023	Brit West Soccer	020123	Tiny Pro Soccer Class	2,603.30
Vendor 7257 - Brit West Soccer Total:					2,603.30
Vendor: 12267 - Cal Pro Specialties					
530184	02/21/2023	Cal Pro Specialties	12454	Compass Soft Gel Glide Stylus P...	342.10
530184	02/21/2023	Cal Pro Specialties	12454	Compass Soft Gel Glide Pen-Set...	27.56
Vendor 12267 - Cal Pro Specialties Total:					369.66
Vendor: 7319 - California State Disbursement Unit					
530185	02/21/2023	California State Disbursement ...	022423	Employee Garnishment P/Date ...	230.76
Vendor 7319 - California State Disbursement Unit Total:					230.76
Vendor: 0655 - California Water Service					
530186	02/21/2023	California Water Service	6984422222-012723	PV Dr. No. Rolling Vista Medians	242.76
530186	02/21/2023	California Water Service	8594422222-012723	Landscape Maint District #1	289.01
Vendor 0655 - California Water Service Total:					531.77

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3561 - CivicPlus, LLC					
530187	02/21/2023	CivicPlus, LLC	253671	Municode Electronic Updates	2,833.20
				Vendor 3561 - CivicPlus, LLC	Total: 2,833.20
Vendor: 4040 - Colonial Insurance Co.					
10817	02/20/2023	Colonial Insurance Co.	Feb 23	Employee Life/Accident Insuran...	474.33
10817	02/20/2023	Colonial Insurance Co.	Feb 23	Employee Life/Accident Insuran...	453.82
10817	02/20/2023	Colonial Insurance Co.	Feb 23	Employee Life/Accident Insuran...	220.87
10817	02/20/2023	Colonial Insurance Co.	Feb 23	Employee Life/Accident Insuran...	80.09
10817	02/20/2023	Colonial Insurance Co.	Feb 23	Employee Life/Accident Insuran...	73.62
10817	02/20/2023	Colonial Insurance Co.	Feb 23	Employee Life/Accident Insuran...	97.04
				Vendor 4040 - Colonial Insurance Co.	Total: 1,399.77
Vendor: 6751 - Conico Roro, Inc.					
530188	02/21/2023	Conico Roro, Inc.	013123	Parking Enforcement	104.26
530188	02/21/2023	Conico Roro, Inc.	013123	Facilities	63.85
530188	02/21/2023	Conico Roro, Inc.	013123	Park	283.70
530188	02/21/2023	Conico Roro, Inc.	013123	PW	1,074.56
530188	02/21/2023	Conico Roro, Inc.	013123	Water	477.68
				Vendor 6751 - Conico Roro, Inc.	Total: 2,004.05
Vendor: 7371 - Corporate Payment Systems					
530189	02/21/2023	Corporate Payment Systems	B. Rindge 012523	CCCA Legislative Tour-Drink	5.44
530189	02/21/2023	Corporate Payment Systems	B. Rindge 012523	CCCA Legislative Tour-Lunch	13.38
530189	02/21/2023	Corporate Payment Systems	B. Rindge 012523	CCCA Legislative Tour-Uber	21.94
530189	02/21/2023	Corporate Payment Systems	B. Rindge 012523	CCCA Legislative Tour-Dinner	24.25
530189	02/21/2023	Corporate Payment Systems	B. Rindge 012523	CCCA Legislative Tour-Uber	25.94
530189	02/21/2023	Corporate Payment Systems	B. Rindge 012523	CCCA Legislative Tour-Drink	6.55
530189	02/21/2023	Corporate Payment Systems	B. Rindge 012523	CCCA Legislative Tour-Dinner	13.03
530189	02/21/2023	Corporate Payment Systems	B. Rindge 012523	Landscape Inspectors Course A...	175.00
530189	02/21/2023	Corporate Payment Systems	C. Dillon 012523	Cisco WebEx Plan	7.50
530189	02/21/2023	Corporate Payment Systems	C. Dillon 012523	Cisco WebEx Plan	7.50
530189	02/21/2023	Corporate Payment Systems	D. Dixon 012523	Birthday Supplies	12.38
530189	02/21/2023	Corporate Payment Systems	D. Dixon 012523	Birthday Supplies	4.99
530189	02/21/2023	Corporate Payment Systems	E. Hernandez 012523	Mailing Service	17.00
530189	02/21/2023	Corporate Payment Systems	G. Sugano 012523	Zoom Video	14.99
530189	02/21/2023	Corporate Payment Systems	G. Sugano 012523	Acrobat Pro	462.08
530189	02/21/2023	Corporate Payment Systems	G. Sugano 012523	Azure Active Directory and Offi...	1,285.17
530189	02/21/2023	Corporate Payment Systems	G. Sugano 012523	ID Protect Renewal for Lomitaci...	8.00
530189	02/21/2023	Corporate Payment Systems	G. Sugano 012523	Azure Active Directory and Offi...	428.39
530189	02/21/2023	Corporate Payment Systems	H. Edwards 012523	Mass Mobile Apps	99.00
530189	02/21/2023	Corporate Payment Systems	H. Flores 012523	Pest License Renewal-H. Flores	180.00
530189	02/21/2023	Corporate Payment Systems	H. Flores 012523	Graffiti Removal	384.45
530189	02/21/2023	Corporate Payment Systems	K. Gregory 012523	CCCA Board of Directors Meeti...	35.00
530189	02/21/2023	Corporate Payment Systems	K. Gregory 012523	Daily Breeze Subscription	20.00
530189	02/21/2023	Corporate Payment Systems	K. Gregory 012523	League of CA Cities 2022 City Cl...	40.42
530189	02/21/2023	Corporate Payment Systems	K. Gregory 012523	2023 CCAC Annual Conference	500.00
530189	02/21/2023	Corporate Payment Systems	K. Gregory 012523	City Plaques	99.23
530189	02/21/2023	Corporate Payment Systems	K. Gregory 012523	Dropbox	19.99
530189	02/21/2023	Corporate Payment Systems	K. Gregory 012523	Zoom Video	149.90
530189	02/21/2023	Corporate Payment Systems	Lomita Park 012523	Water for City Council	21.76
530189	02/21/2023	Corporate Payment Systems	Lomita Park 012523	Canva Subscription	12.99
530189	02/21/2023	Corporate Payment Systems	Lomita Park 012523	Maintenance Supplies	18.69
530189	02/21/2023	Corporate Payment Systems	Lomita Park 012523	Backdrop and Stand for Council...	447.13
530189	02/21/2023	Corporate Payment Systems	Lomita Park 012523	Daily Breeze Subscription	10.00
530189	02/21/2023	Corporate Payment Systems	Lomita Park 012523	ASCAP Membership Renewal	420.00
530189	02/21/2023	Corporate Payment Systems	M. Andersen 012523	RCAC Water Certification Traini...	70.71
530189	02/21/2023	Corporate Payment Systems	M. Andersen 012523	Main Leak-Staff Lunch	80.18
530189	02/21/2023	Corporate Payment Systems	M. Andersen 012523	Main Leak-Staff Lunch	74.79
530189	02/21/2023	Corporate Payment Systems	M. Andersen 012523	Main Break-Staff Dinner	9.97
530189	02/21/2023	Corporate Payment Systems	M. Andersen 012523	Main Leak-Staff Dinner	104.20
530189	02/21/2023	Corporate Payment Systems	M. Andersen 012523	Main Break-Staff Dinner	141.33

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530189	02/21/2023	Corporate Payment Systems	M. Andersen 012523	Main Break-Staff Dinner	176.14
530189	02/21/2023	Corporate Payment Systems	M. Andersen 012523	Main Leak-Staff Lunch	94.33
530189	02/21/2023	Corporate Payment Systems	M. Sansbury 012523	Weld Epoxy Compound 2oz	22.03
530189	02/21/2023	Corporate Payment Systems	R. Smoot 012523	League of CC Membership Meet..	50.00
530189	02/21/2023	Corporate Payment Systems	R. Smoot 012523	CCCA Legislative Tour Taxi Fare...	45.00
530189	02/21/2023	Corporate Payment Systems	R. Smoot 012523	CCCA Legislative Tour Taxi Fare...	49.90
530189	02/21/2023	Corporate Payment Systems	R. Smoot 012523	City Managers Meeting-R. Smoot	50.00
530189	02/21/2023	Corporate Payment Systems	R. Smoot 012523	CCCA Legislative Tour Hotel-L. ...	231.44
530189	02/21/2023	Corporate Payment Systems	R. Smoot 012523	CCCA Legislative Tour Hotel-R. ...	462.88
530189	02/21/2023	Corporate Payment Systems	S. Kamada 012523	CCCA Executive Board Meeting...	603.60
530189	02/21/2023	Corporate Payment Systems	W. Lawson 012523	Property Report	50.00
530189	02/21/2023	Corporate Payment Systems	W. Lawson 012523	National Convening-Parking	25.00
530189	02/21/2023	Corporate Payment Systems	W. Lawson 012523	National Convening-Parking	12.00
530189	02/21/2023	Corporate Payment Systems	W. Lawson 012523	Acrobat	19.99
530189	02/21/2023	Corporate Payment Systems	W. Lawson 012523	Gas	64.64
530189	02/21/2023	Corporate Payment Systems	W. Lawson 012523	Code Enforcement Subscription	25.95
				Vendor 7371 - Corporate Payment Systems	Total: 7,456.17
Vendor: 12721 - Cory Zedler					
530190	02/21/2023	Cory Zedler	020123	Mileage Reimbursement	12.58
				Vendor 12721 - Cory Zedler Total:	12.58
Vendor: 6828 - Creative Software Solutions					
530191	02/21/2023	Creative Software Solutions	CINV-028471	DAR January 23	468.34
				Vendor 6828 - Creative Software Solutions	Total: 468.34
Vendor: 12795 - Daisy Wiley					
530192	02/21/2023	Daisy Wiley	2003960.001	Refund-Picnic Shelter Deposit-...	75.00
				Vendor 12795 - Daisy Wiley Total:	75.00
Vendor: 6757 - Dataprose, Inc.					
530193	02/21/2023	Dataprose, Inc.	3P69012	Water Customer Notification In...	317.20
530193	02/21/2023	Dataprose, Inc.	DP2300308	Water Bills	2,586.53
				Vendor 6757 - Dataprose, Inc.	Total: 2,903.73
Vendor: 12704 - David Evans & Associates, Inc.					
530194	02/21/2023	David Evans & Associates, Inc.	527468	Engineering Design-Street Reco...	344.50
				Vendor 12704 - David Evans & Associates, Inc. Total:	344.50
Vendor: 1075 - Department of Justice					
530195	02/21/2023	Department of Justice	634809	Live Scan January 23	32.00
				Vendor 1075 - Department of Justice	Total: 32.00
Vendor: 7438 - Duke Service Center, Inc.					
530196	02/21/2023	Duke Service Center, Inc.	5154	PW-PK	693.43
530196	02/21/2023	Duke Service Center, Inc.	5154	PW-Street	690.29
530196	02/21/2023	Duke Service Center, Inc.	5154	Water	744.66
				Vendor 7438 - Duke Service Center, Inc.	Total: 2,128.38
Vendor: 3790 - ECS Imaging, Inc.					
530197	02/21/2023	ECS Imaging, Inc.	17534	Laserfiche Cloud Users and Sup...	9,500.00
				Vendor 3790 - ECS Imaging, Inc.	Total: 9,500.00
Vendor: 12794 - Emery Alaniz					
530198	02/21/2023	Emery Alaniz	2003957.001	Refund-Picnic Shelter Deposit-...	75.00
				Vendor 12794 - Emery Alaniz Total:	75.00
Vendor: 2085 - Employment Development Department					
530199	02/21/2023	Employment Development Dep...	L1997268368	Unemployment Ins. Benefit Oct...	337.00
				Vendor 2085 - Employment Development Department	Total: 337.00
Vendor: 2095 - Ewing Irrigation Products					
530200	02/21/2023	Ewing Irrigation Products	18660933	Reacher with 32" Handle	30.85
530200	02/21/2023	Ewing Irrigation Products	18660933	33DK 3/4" Quick Coupler Valve ...	42.03
530200	02/21/2023	Ewing Irrigation Products	18660933	3/4" Hose Swivel	67.36
				Vendor 2095 - Ewing Irrigation Products	Total: 140.24

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3015 - FedEx					
530201	02/21/2023	FedEx	8-035-31839	Mailing Service	32.74
				Vendor 3015 - FedEx	Total: 32.74
Vendor: 4055 - Franchise Tax Board					
530202	02/21/2023	Franchise Tax Board	022423	Employee Garnishment P/Date ...	507.84
				Vendor 4055 - Franchise Tax Board	Total: 507.84
Vendor: 12683 - H2I Group Inc.					
530203	02/21/2023	H2I Group Inc.	224424	Basketball Maintenance	2,770.00
				Vendor 12683 - H2I Group Inc. Total:	2,770.00
Vendor: 7144 - Hazen and Sawyer, P.C.					
530204	02/21/2023	Hazen and Sawyer, P.C.	20007-010-0000026	Consulting Services-CWPF	4,181.25
530204	02/21/2023	Hazen and Sawyer, P.C.	20007-010-0000027	Consulting Services-CWPF	6,515.00
				Vendor 7144 - Hazen and Sawyer, P.C.	Total: 10,696.25
Vendor: 7242 - Herc Rentals, Inc.					
530205	02/21/2023	Herc Rentals, Inc.	33453565-001	Boom Articulated Rental	876.55
				Vendor 7242 - Herc Rentals, Inc.	Total: 876.55
Vendor: 3052 - Home Depot Credit Services					
530206	02/21/2023	Home Depot Credit Services	0101350	11 in. Cable Tie, Natural 100-Pa...	21.63
530206	02/21/2023	Home Depot Credit Services	0101350	6 QT Storage Box	27.11
530206	02/21/2023	Home Depot Credit Services	0101350	116 Qt. Ultra Storage Box	52.88
530206	02/21/2023	Home Depot Credit Services	1352546	1.5 in. x 9.25 in. x 8 ft. #2 Prime...	56.02
530206	02/21/2023	Home Depot Credit Services	1352546	Ca Lumber Fee	0.48
530206	02/21/2023	Home Depot Credit Services	2110056	Bottle Water 24-PK	39.84
530206	02/21/2023	Home Depot Credit Services	2110056	Water Bottle Deposit	9.60
530206	02/21/2023	Home Depot Credit Services	2621343	32 oz All-Purpose Cleaner with B..	5.49
530206	02/21/2023	Home Depot Credit Services	2621343	28 oz All-Purpose Natural Surfa...	4.61
530206	02/21/2023	Home Depot Credit Services	2621343	121 oz Concentrated Disinfecti...	14.29
530206	02/21/2023	Home Depot Credit Services	2621343	24 oz Toilet Bowl Cleaner with B..	7.70
530206	02/21/2023	Home Depot Credit Services	2621343	9" Metal Paint Roller Tray	5.05
530206	02/21/2023	Home Depot Credit Services	2621343	16 oz Cabinet and Wood Cleane...	7.13
530206	02/21/2023	Home Depot Credit Services	2621343	14 oz Odor Absorber and Air Fr...	6.03
530206	02/21/2023	Home Depot Credit Services	2621343	9" Plastic Tray Liner 10-Pack	15.37
530206	02/21/2023	Home Depot Credit Services	2621343	Lysol Disinfect Wipe 3X80 Ct	29.96
530206	02/21/2023	Home Depot Credit Services	2621343	Quickie Microfiber Towel 24-Pk	38.94
530206	02/21/2023	Home Depot Credit Services	2621343	1.88" x 60 yds Multi-Surface Pai...	42.95
530206	02/21/2023	Home Depot Credit Services	2621343	24 oz Toilet Bowl Cleaner with B..	7.70
530206	02/21/2023	Home Depot Credit Services	2621343	144 oz Disinfecting All-Purpose ...	27.74
530206	02/21/2023	Home Depot Credit Services	3013042	Bottle Water	4.98
530206	02/21/2023	Home Depot Credit Services	3013042	Water Bottle Deposit	1.20
530206	02/21/2023	Home Depot Credit Services	3013042	Gator Machete Jr with 10.75" Fo...	44.03
530206	02/21/2023	Home Depot Credit Services	3013042	Particulate Filters 2-Pair	40.75
530206	02/21/2023	Home Depot Credit Services	3013042	Demolition Gloves	22.02
530206	02/21/2023	Home Depot Credit Services	3013042	Tan Duck Canvas Glove	17.63
530206	02/21/2023	Home Depot Credit Services	3013042	Paint Respirator Supply Kit	47.36
530206	02/21/2023	Home Depot Credit Services	4013006	Lumber Fee	0.07
530206	02/21/2023	Home Depot Credit Services	4013006	2" x 8" x 8 ft. #2 Prime Doug Fir ...	7.98
530206	02/21/2023	Home Depot Credit Services	4013006	#8 x 2" Phillips Bugle-Head Coar...	11.37
530206	02/21/2023	Home Depot Credit Services	4013006	1/4-14 x 1 in. External Hex Was...	12.98
530206	02/21/2023	Home Depot Credit Services	4013006	Impact Duty 1/4" Hex Shank So...	19.81
530206	02/21/2023	Home Depot Credit Services	4013006	Nut Driving Set 5-Piece	22.02
530206	02/21/2023	Home Depot Credit Services	4013014	Lumber Fee	0.16
530206	02/21/2023	Home Depot Credit Services	4013014	2" x 10" x 8 ft. Prime Douglas Fu...	18.68
530206	02/21/2023	Home Depot Credit Services	4121656	3V Battery	8.68
530206	02/21/2023	Home Depot Credit Services	4121656	Welding Gloves	131.91
530206	02/21/2023	Home Depot Credit Services	4122278	5 gal Bucket	10.98
530206	02/21/2023	Home Depot Credit Services	4122278	5 gal Orange Leakproof Bucket L..	16.41
530206	02/21/2023	Home Depot Credit Services	4122278	Forstner Bit Set 7-Piece	49.58
530206	02/21/2023	Home Depot Credit Services	4122278	5/8" High Speed Steel Counters...	75.87
530206	02/21/2023	Home Depot Credit Services	4122278	17 gal Storage Tote in Clear with..	49.09

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
530206	02/21/2023	Home Depot Credit Services	4232202	Returning Lumber	-7.97	
530206	02/21/2023	Home Depot Credit Services	4232202	Lumber Fee	-0.07	
530206	02/21/2023	Home Depot Credit Services	6011991	Water Bottle Deposit	4.80	
530206	02/21/2023	Home Depot Credit Services	6011991	Bottle Water 24-Pk	19.92	
530206	02/21/2023	Home Depot Credit Services	6011991	Heavy-Duty Staple Gun	21.76	
530206	02/21/2023	Home Depot Credit Services	6011991	T50 9/16" Leg x 3/8" Crown Gal...	10.96	
530206	02/21/2023	Home Depot Credit Services	6011991	3" x 1000 ft. Caution Tape 3-PK	29.73	
530206	02/21/2023	Home Depot Credit Services	6011991	4-1/2" x 1/16" x 7/8" Metal Cut...	57.26	
530206	02/21/2023	Home Depot Credit Services	6091847	Instant Vol Savings	-9.25	
530206	02/21/2023	Home Depot Credit Services	6091847	18V Lithium-Ion Brushless Cordl...	164.27	
530206	02/21/2023	Home Depot Credit Services	6091847	18V Lithium-Ion Cordless 7-1/4" ...	307.60	
530206	02/21/2023	Home Depot Credit Services	6091847	18-Volt Lithium-Ion High Output...	329.65	
530206	02/21/2023	Home Depot Credit Services	6091847	18V Lithium-Ion Brushless Cordl...	359.83	
530206	02/21/2023	Home Depot Credit Services	6091847	Natural Fiber White Painter's R...	61.65	
530206	02/21/2023	Home Depot Credit Services	6091847	WD-40 Multi-Purpose Lubricant...	42.90	
530206	02/21/2023	Home Depot Credit Services	6091847	27 Gal. Tough Storage Tote	13.21	
530206	02/21/2023	Home Depot Credit Services	7634867	3 lbTree and Shrub Plant Food ...	15.95	
530206	02/21/2023	Home Depot Credit Services	7634867	30 yd Duct Tape	10.95	
530206	02/21/2023	Home Depot Credit Services	8043380	Bottle Water	24.90	
530206	02/21/2023	Home Depot Credit Services	8043380	Water Bottle Deposit	6.00	
530206	02/21/2023	Home Depot Credit Services	8043380	3/8 in. Drive 10 in. Extension Bar	13.75	
530206	02/21/2023	Home Depot Credit Services	8043380	Automatic Air Freshener Refill 2...	12.44	
530206	02/21/2023	Home Depot Credit Services	8043380	Wood Screw 2-Pk	3.04	
530206	02/21/2023	Home Depot Credit Services	8043380	2.5 in. Impact Socket Adapter S...	10.99	
530206	02/21/2023	Home Depot Credit Services	8043380	Dish Soap 56 oz	10.99	
530206	02/21/2023	Home Depot Credit Services	8043380	Drywall Screw Assortment 61-Pk	6.46	
530206	02/21/2023	Home Depot Credit Services	8043380	Non-Scratch Scour Pads 6-Pk	5.49	
530206	02/21/2023	Home Depot Credit Services	8043380	Bucket	5.49	
530206	02/21/2023	Home Depot Credit Services	8043380	Toilet Paper 30 Mega Rolls	41.47	
530206	02/21/2023	Home Depot Credit Services	8043380	Marking Spray Paint 15 oz	46.22	
530206	02/21/2023	Home Depot Credit Services	8043380	100 ft. Chalk Reel with Blue Cha...	14.30	
				Vendor 3052 - Home Depot Credit Services	Total:	2,668.77
Vendor: 12505 - Integrated Media Systems						
530207	02/21/2023	Integrated Media Systems	46794	3 Yrs of Maintenance & Remote...	49,090.00	
530207	02/21/2023	Integrated Media Systems	46797	City Council Chambers Audio/Vi...	5,021.00	
				Vendor 12505 - Integrated Media Systems Total:	Total:	54,111.00
Vendor: 3887 - John L. Hunter & Associates						
530208	02/21/2023	John L. Hunter & Associates	LOM1MS412212	Consulting Services-24000 Cren...	257.50	
530208	02/21/2023	John L. Hunter & Associates	LOM1MS412212	Consulting Services December ...	1,012.50	
				Vendor 3887 - John L. Hunter & Associates	Total:	1,270.00
Vendor: 4528 - Joseph Vida						
530209	02/21/2023	Joseph Vida	123122	Mileage Reimbursement	15.00	
				Vendor 4528 - Joseph Vida	Total:	15.00
Vendor: 6858 - Junior's Golf Carts, Inc.						
530210	02/21/2023	Junior's Golf Carts, Inc.	34553	EZ-Go Repair-Ignitor	68.97	
530210	02/21/2023	Junior's Golf Carts, Inc.	34553	EZ-Go Repair-Labor	240.00	
				Vendor 6858 - Junior's Golf Carts, Inc.	Total:	308.97
Vendor: 3590 - League of California Cities						
530211	02/21/2023	League of California Cities	643399	Membership Dues 2023	9,437.00	
				Vendor 3590 - League of California Cities	Total:	9,437.00
Vendor: 3331 - Lee's Tires						
530212	02/21/2023	Lee's Tires	76224	2014 Prius Maintenance-Labor	182.30	
530212	02/21/2023	Lee's Tires	76224	2014 Prius-Synthetic Motor Oil ...	48.97	
530212	02/21/2023	Lee's Tires	76224	2014 Prius-Break Pads and Clips	176.65	
				Vendor 3331 - Lee's Tires	Total:	407.92
Vendor: 3903 - Lomita City Employees Association						
530213	02/21/2023	Lomita City Employees Associat...	020123	February 23	670.00	
				Vendor 3903 - Lomita City Employees Association Total:	Total:	670.00

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3503 - Long Beach Hose & Coupling Co., Inc.					
530214	02/21/2023	Long Beach Hose & Coupling Co...	39643	Air Compressor Repair-Labor	225.00
530214	02/21/2023	Long Beach Hose & Coupling Co...	39643	Air Compressor Repair-Hose As...	141.44
530214	02/21/2023	Long Beach Hose & Coupling Co...	39643	Air Compressor Repair-AW 46 H...	101.57
Vendor 3503 - Long Beach Hose & Coupling Co., Inc. Total:					468.01
Vendor: 3069 - M & N Trophies					
530215	02/21/2023	M & N Trophies	4661	Commissioner Name Plates	20.89
530215	02/21/2023	M & N Trophies	4661	Commissioner Name Plates	89.88
Vendor 3069 - M & N Trophies Total:					110.77
Vendor: 4637 - Mark Andersen					
530216	02/21/2023	Mark Andersen	020823	Reimbursement for Four Pairs o...	123.64
Vendor 4637 - Mark Andersen Total:					123.64
Vendor: 3217 - MissionSquare Retirement					
530217	02/21/2023	MissionSquare Retirement	20221231-109-320676-A	Quarterly Plan Fees January-Ma...	125.00
530217	02/21/2023	MissionSquare Retirement	20221231-109-320676-A	Quarterly Plan Fees January-Ma...	125.00
Vendor 3217 - MissionSquare Retirement Total:					250.00
Vendor: 7496 - Numa Networks					
530218	02/21/2023	Numa Networks	33792	Migrate Incode to Cloud	1,487.50
530218	02/21/2023	Numa Networks	33792	Migrate Incode to Cloud	1,487.50
530218	02/21/2023	Numa Networks	33793	Council Chambers-Switch	1,487.50
530218	02/21/2023	Numa Networks	33805	Agenda Management Service M...	175.00
530218	02/21/2023	Numa Networks	33843	IT Services February 23	3,949.67
530218	02/21/2023	Numa Networks	33843	IT Services February 23	3,949.66
530218	02/21/2023	Numa Networks	33932	1 Year Renewal-Pro Support Mi...	1,241.32
530218	02/21/2023	Numa Networks	33932	1 Year Renewal-Pro Support Mi...	1,241.33
Vendor 7496 - Numa Networks Total:					15,019.48
Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp					
530219	02/21/2023	Occupational Health Centers of...	78058753	Pre-Emp Physical Exam	104.00
Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:					104.00
Vendor: 6594 - Office Depot Business Solutions, LLC					
530220	02/21/2023	Office Depot Business Solutions,...	288623220001	Tissue Kleenex 6-Pk	14.26
530220	02/21/2023	Office Depot Business Solutions,...	288623220001	Toner 410A Black	88.92
Vendor 6594 - Office Depot Business Solutions, LLC Total:					103.18
Vendor: 4105 - Pacific Western Bank					
10812	02/09/2023	Pacific Western Bank	020323A	Emp State Taxes-P/End 2/3/23	6,235.99
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	16,479.43
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	2,738.36
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	9.51
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	493.14
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	94.71
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	112.42
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	27.71
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	46.40
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	20.04
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	209.16
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	55.60
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	98.34
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	10.05
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	117.18
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	89.46
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	29.67
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	145.18
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	134.98
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	9.08
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	131.37
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	22.43
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	74.17
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	19.23

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	22.46
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	4.14
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	1.10
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	141.51
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	21.31
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	119.71
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	28.23
10813	02/09/2023	Pacific Western Bank	020323	Emp Fed & FICA Taxes-P/End 2/...	450.10
Vendor 4105 - Pacific Western Bank					Total: 28,192.17
Vendor: 3125 - Postmaster					
530221	02/21/2023	Postmaster	021023	Postage 2023 Summer Newslet...	901.23
Vendor 3125 - Postmaster					Total: 901.23
Vendor: 12512 - Prints Pacific, Inc.					
530222	02/21/2023	Prints Pacific, Inc.	20539	Royal Blue Baseball Jerseys, Size...	92.61
530222	02/21/2023	Prints Pacific, Inc.	20539	Royal Blue Baseball Jerseys, Size...	471.70
530222	02/21/2023	Prints Pacific, Inc.	20539	Royal Blue Baseball Jerseys, Size...	104.74
Vendor 12512 - Prints Pacific, Inc. Total:					669.05
Vendor: 4090 - Public Employee Retirement System					
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	11,457.67
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	25.88
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	666.92
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	807.58
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	300.91
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	150.99
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	192.75
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	257.02
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	230.98
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	478.27
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	132.61
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	144.64
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	993.17
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	143.71
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	385.17
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	263.52
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	196.87
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	819.18
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	291.09
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	871.14
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	198.87
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	263.69
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	443.04
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	255.80
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	328.11
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	79.47
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	26.77
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	45.77
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	22.10
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	2.88
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	117.69
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	269.21
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	34.44
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	48.19
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	49.29
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	76.94
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	444.84
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	221.04
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	144.65
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	601.08
10815	02/13/2023	Public Employee Retirement Sys...012023		Employee Contributions-P/End ...	1,003.77

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10815	02/13/2023	Public Employee Retirement Sys...	012023	Employee Contributions-P/End ...	1,160.41
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	6,352.68
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	2,623.86
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	1,275.43
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	2,862.97
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	155.68
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	4,282.90
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	652.51
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	4,357.23
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	1,472.29
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	2,564.47
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	4,079.93
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	2,630.96
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	4,259.98
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	1,435.13
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	465.33
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	73.83
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	840.05
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	302.55
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	2,481.32
10816	02/13/2023	Public Employee Retirement Sys...	Feb 23	Employee Health Insurance-Feb...	8,460.51
				Vendor 4090 - Public Employee Retirement System	Total: 76,277.73
Vendor: 7135 - Quantum Consulting Inc.					
530223	02/21/2023	Quantum Consulting Inc.	LO23.001	Surveying Plan Check & Review	360.00
530223	02/21/2023	Quantum Consulting Inc.	LO23.001	Surveying Plan Check & Review	125.00
				Vendor 7135 - Quantum Consulting Inc.	Total: 485.00
Vendor: 12265 - R C Foster Corporation					
530224	02/21/2023	R C Foster Corporation	01-22-097	CWPF Upgrades	10,117.50
				Vendor 12265 - R C Foster Corporation Total:	10,117.50
Vendor: 12173 - Race Communications					
530225	02/21/2023	Race Communications	RC830558	Internet Access-SBCOG Februar...	1,530.00
530225	02/21/2023	Race Communications	RC830558	Internet Access-SBCOG Februar...	1,530.00
				Vendor 12173 - Race Communications Total:	3,060.00
Vendor: 4532 - Rafael Mendoza					
530226	02/21/2023	Rafael Mendoza	2003959.001	Refund-Tom Rico Deposit-Resid...	200.00
				Vendor 4532 - Rafael Mendoza	Total: 200.00
Vendor: 12754 - Recap Advisors, LLC					
530227	02/21/2023	Recap Advisors, LLC	0090705	Consulting Svcs-RAD Reposition...	1,475.00
				Vendor 12754 - Recap Advisors, LLC Total:	1,475.00
Vendor: 12285 - Roadline Products Inc. USA					
530228	02/21/2023	Roadline Products Inc. USA	18288	Loading Zone Sign 24 X 24	363.83
530228	02/21/2023	Roadline Products Inc. USA	18288	Bus Parking Sign 24 X 24	413.83
530228	02/21/2023	Roadline Products Inc. USA	18288	Street Name Sign-Lucille Avenue..	99.23
530228	02/21/2023	Roadline Products Inc. USA	18288	Street Name Sign-243 Rd 30 X 9	93.70
				Vendor 12285 - Roadline Products Inc. USA Total:	970.59
Vendor: 3134 - S & J Supply Co., Inc.					
530229	02/21/2023	S & J Supply Co., Inc.	S100206041.001	Repair Clamp 10" X 20" FCRC W...	866.58
				Vendor 3134 - S & J Supply Co., Inc.	Total: 866.58
Vendor: 5050 - Southern California Edison Co.					
530166	02/14/2023	Southern California Edison Co.	700006214310-020123	Lomita Park	606.20
530166	02/14/2023	Southern California Edison Co.	700006214310-020123	Street Lights	31.34
530166	02/14/2023	Southern California Edison Co.	700006214310-020123	Traffic Signals	31.77
530166	02/14/2023	Southern California Edison Co.	700006910888-020723	Railroad Museum	190.05
530166	02/14/2023	Southern California Edison Co.	700007178650-011023	Narbonne Pedestrian Crosswalk	72.40
530166	02/14/2023	Southern California Edison Co.	700007178650-020923	Narbonne Pedestrian Crosswalk	58.60
530166	02/14/2023	Southern California Edison Co.	700008444906-020723	Traffic Signals	665.01
530166	02/14/2023	Southern California Edison Co.	700016714053-020723	Lomita Park	2,045.73
530166	02/14/2023	Southern California Edison Co.	700016714053-020723	Western Ped. Crosswalk	16.36

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530166	02/14/2023	Southern California Edison Co.	700016714053-020723	Appian Way	351.63
530166	02/14/2023	Southern California Edison Co.	700025877624-020123	Street Lights	574.55
530166	02/14/2023	Southern California Edison Co.	700315793648-020123	Street Lights	182.72
530166	02/14/2023	Southern California Edison Co.	700420008832-020623	Cypress Reservoir	229.68
530166	02/14/2023	Southern California Edison Co.	700492524416-011023	Hathaway Park	36.04
530166	02/14/2023	Southern California Edison Co.	700492524416-020923	Hathaway Park	59.55
Vendor 5050 - Southern California Edison Co.				Total:	5,151.63
Vendor: 5040 - Southern California Gas Co.					
530230	02/21/2023	Southern California Gas Co.	07370472008-012723	Park Facilities	1,718.42
530230	02/21/2023	Southern California Gas Co.	07380495007-012723	City Hall Facility	4,983.61
530230	02/21/2023	Southern California Gas Co.	11360471004-012723	Railroad Museum	68.81
Vendor 5040 - Southern California Gas Co.				Total:	6,770.84
Vendor: 1005 - Southern California News Group					
530231	02/21/2023	Southern California News Group	013123	Notice Adds-Proposed Ordinan...	145.52
530231	02/21/2023	Southern California News Group	013123	Notice Adds-Proposed Ordinan...	169.50
530231	02/21/2023	Southern California News Group	013123	Proposed to Adopt Ordinance ...	207.88
530231	02/21/2023	Southern California News Group	013123	Notice Adds-Adopted Ordinance..	265.43
530231	02/21/2023	Southern California News Group	013123	Notice Adds-Proposed Ordinan...	366.16
Vendor 1005 - Southern California News Group				Total:	1,154.49
Vendor: 12456 - Sportball					
530232	02/21/2023	Sportball	020923	Comprehensive Sports Class Ins...	2,646.70
Vendor 12456 - Sportball Total:				Total:	2,646.70
Vendor: 6890 - Stephen Doreck Equipment Rentals Inc.					
530233	02/21/2023	Stephen Doreck Equipment Ren...	22MS23-01-R	Eshelman & PCH-Water Main L...	19,329.09
Vendor 6890 - Stephen Doreck Equipment Rentals Inc. Total:				Total:	19,329.09
Vendor: 6393 - Sully-Miller Contracting Co.					
530234	02/21/2023	Sully-Miller Contracting Co.	3059743	Asphalt	463.05
530234	02/21/2023	Sully-Miller Contracting Co.	3059743	Asphalt	963.70
Vendor 6393 - Sully-Miller Contracting Co.				Total:	1,426.75
Vendor: 7478 - Susan Kamada - Petty Cash					
530235	02/21/2023	Susan Kamada - Petty Cash	013123	Monthly City Manager's Meetin...	40.00
Vendor 7478 - Susan Kamada - Petty Cash				Total:	40.00
Vendor: 6085 - Thompson Building Materials					
530236	02/21/2023	Thompson Building Materials	IV-144176	Misc Base Skip	130.71
530236	02/21/2023	Thompson Building Materials	IV-144379	Sir Mix 60 lb Concret Mix	144.67
530236	02/21/2023	Thompson Building Materials	IV-144379	Latex Coated Gloves	14.03
530236	02/21/2023	Thompson Building Materials	IV-144379	Latex Gloves	35.22
530236	02/21/2023	Thompson Building Materials	IV-144379	Nozzle Full size Comfort Grip	8.84
530236	02/21/2023	Thompson Building Materials	IV-144379	Caution Tape 3 X 1000 Yellow/B...	21.61
530236	02/21/2023	Thompson Building Materials	IV-144379	Lumber Crayon Yellow	2.41
530236	02/21/2023	Thompson Building Materials	IV-144379	#3 Rebar 3/8 Import Grade 40	6.05
530236	02/21/2023	Thompson Building Materials	IV-144379	Sectorlite Safety Glasses	7.82
530236	02/21/2023	Thompson Building Materials	IV-144379	Gear Clamp #32	1.01
530236	02/21/2023	Thompson Building Materials	IV-144379	Bucket 5 Gal	19.51
530236	02/21/2023	Thompson Building Materials	IV-144499	Straw Hat	13.98
530236	02/21/2023	Thompson Building Materials	IV-144625	Simpson EMN221	28.79
Vendor 6085 - Thompson Building Materials				Total:	434.65
Vendor: 12228 - Toshiba					
530237	02/21/2023	Toshiba	33336896	Copier Lease January 23	110.27
Vendor 12228 - Toshiba Total:				Total:	110.27
Vendor: 7451 - TPX Communications					
530238	02/21/2023	TPX Communications	166972251-0	Internet and Phone February 23	1,035.07
530238	02/21/2023	TPX Communications	166972251-0	Internet and Phone February 23	1,035.08
Vendor 7451 - TPX Communications Total:				Total:	2,070.15
Vendor: 6427 - Transparent Window Films					
530239	02/21/2023	Transparent Window Films	2578	Window Films	95.00
530239	02/21/2023	Transparent Window Films	2579	Window Films	867.00

Warrant Register

Payment Dates: 2/8/2023 - 2/21/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530239	02/21/2023	Transparent Window Films	2580	Window Films	973.00
				Vendor 6427 - Transparent Window Films	Total: 1,935.00
Vendor: 3991 - Trench Shoring Co.					
530240	02/21/2023	Trench Shoring Co.	RI20267777	Trench Top 8' X 15' Treated	671.00
530240	02/21/2023	Trench Shoring Co.	RI20267777	Deliver & Pickup-Boom/HLPR	552.50
530240	02/21/2023	Trench Shoring Co.	RI20267777	TSC Trench Top Lifting Eye 1-1/...	28.00
530240	02/21/2023	Trench Shoring Co.	RI20267784	Trench Top 8' X 15' Treated	594.00
530240	02/21/2023	Trench Shoring Co.	RI20267784	Pickup-Boom/TRLR/HLPR	260.00
530240	02/21/2023	Trench Shoring Co.	RI20267784	Deliver Boom/HLPR Emergency...	1,040.00
530240	02/21/2023	Trench Shoring Co.	RI20267785	Deliver Boom/HLPR Emergency...	1,040.00
530240	02/21/2023	Trench Shoring Co.	RI20267785	Trench Top 8' X 15' Treated	594.00
530240	02/21/2023	Trench Shoring Co.	RI20267822	Trench Top 8' X 15' Regular	440.00
530240	02/21/2023	Trench Shoring Co.	RI20267822	Deliver & Pickup-Boom/TRLR/H...	422.50
530240	02/21/2023	Trench Shoring Co.	RI20267981	Deliver & Pickup-Boom Truck	422.50
530240	02/21/2023	Trench Shoring Co.	RI20267981	Trench Top 8' X 15' Treated	55.00
530240	02/21/2023	Trench Shoring Co.	RI20268833	Trench Top 8' X 15' Treated	22.00
530240	02/21/2023	Trench Shoring Co.	RI20268833	TSC Trench Top Lifting Eyes 1-1...	159.86
				Vendor 3991 - Trench Shoring Co.	Total: 6,301.36
Vendor: 9100 - Tripepi Smith and Associates					
530241	02/21/2023	Tripepi Smith and Associates	9419	Citywide Communication & Eng...	127.59
530241	02/21/2023	Tripepi Smith and Associates	9419	Citywide Communication & Eng...	2,679.00
				Vendor 9100 - Tripepi Smith and Associates	Total: 2,806.59
Vendor: 3123 - Underground Service Alert/SC					
530242	02/21/2023	Underground Service Alert/SC	120230412	36 Dig Alerts and Monthly Main...	73.00
530242	02/21/2023	Underground Service Alert/SC	22-2302645	California State Fee	27.83
				Vendor 3123 - Underground Service Alert/SC	Total: 100.83
Vendor: 6878 - Urban Feet Inc.					
530243	02/21/2023	Urban Feet Inc.	LOM 020123	Enhanced-Viz Premium Jacket B...	153.28
530243	02/21/2023	Urban Feet Inc.	LOM 020123	Lined Bomber Lime Jacket	201.45
530243	02/21/2023	Urban Feet Inc.	LOM 020123	Storm Cover Pants Lime	32.83
530243	02/21/2023	Urban Feet Inc.	LOM 020123	Rain Suit Lime	82.11
530243	02/21/2023	Urban Feet Inc.	LOM 020123	Strom STPR Pants Orange	52.60
530243	02/21/2023	Urban Feet Inc.	LOM 020123	Storm Cover Pants Orange	32.83
530243	02/21/2023	Urban Feet Inc.	LOM 020123	Rain Suit	164.22
530243	02/21/2023	Urban Feet Inc.	LOM 020123	Enhanced-Viz Premium Jacket B...	153.28
				Vendor 6878 - Urban Feet Inc. Total:	872.60
Vendor: 4050 - Vantagepoint Transfer Agents					
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	12,965.72
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	17,181.51
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	290.93
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	16.19
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	144.79
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	300.27
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	216.30
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	214.49
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	207.10
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	207.24
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	228.61
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	184.77
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	48.77
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	10.77
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	5,633.96
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	60.31
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	82.03
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	144.79
10814	02/09/2023	Vantagepoint Transfer Agents	021023	Emp Def/Comp-P/Date 2/10/23	1,031.81
				Vendor 4050 - Vantagepoint Transfer Agents	Total: 39,170.36

Warrant Register

Payment Dates: 2/8/2023 - 2/21/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7373 - Wells Fargo Vendor Financial Services					
530244	02/21/2023	Wells Fargo Vendor Financial Se...	5023652571	MX-5070V Copier Lease Februa...	400.69
530244	02/21/2023	Wells Fargo Vendor Financial Se...	5023678085	MX-C304W Printer Lease Febru...	86.01
				Vendor 7373 - Wells Fargo Vendor Financial Services	Total: 486.70
Vendor: 3044 - West Basin Municipal Water District					
10807	02/10/2023	West Basin Municipal Water Dis...	WB6032	December 22	222,846.00
				Vendor 3044 - West Basin Municipal Water District	Total: 222,846.00
Vendor: 12701 - William Lawson					
530245	02/21/2023	William Lawson	011123	Mileage Reimbursement	36.68
				Vendor 12701 - William Lawson Total:	36.68
Vendor: 7282 - Williams Data Management					
530246	02/21/2023	Williams Data Management	0604852	File Storage January 23	118.08
				Vendor 7282 - Williams Data Management	Total: 118.08
Vendor: 12679 - Yushi Kanawaza					
530247	02/21/2023	Yushi Kanawaza	2003958.001	Refund-Picnic Shelter Deposit-R...	40.00
				Vendor 12679 - Yushi Kanawaza Total:	40.00
Grand Total:					589,393.92

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	259,359.33
205 - State Gas Tax	8,586.97
211 - Measure W	1,012.50
220 - Proposition A Local Return	1,168.61
245 - Landscape Maintenance District #1	289.01
255 - Park Athletic	375.89
311 - Street Improvement	2,686.21
510 - Water Operations	295,101.65
520 - Water Capital	20,813.75
Grand Total:	589,393.92

Account Summary

Account Number	Account Name	Payment Amount
100-000-2285.000	Employee Association Du...	670.00
100-000-2405.000	Deposits Held in Trust	360.00
100-000-2408.000	Deposits Held in Trust - D...	257.50
100-000-2508.000	Garnishment	738.60
100-000-2510.000	PERS	11,457.67
100-000-2515.000	Health Insurance	6,403.56
100-000-2535.000	Accident Insurance	619.36
100-000-2540.000	Dental Insurance	3,029.19
100-000-2550.000	Federal Withholding	19,217.79
100-000-2555.000	State Withholding	6,235.99
100-000-2560.000	Deferred Compensation	12,965.72
100-000-4510.000	Park Rentals	465.00
100-110-5207.000	Medicare	9.51
100-110-5217.000	PERS Tier 3 (2%@62)	25.88
100-110-5430.000	Conferences and Meetings	813.60
100-110-5505.000	Office Supplies and Expen...	369.66
100-110-5755.000	Special Department Suppl...	21.76
100-125-5205.000	Health Insurance	20,353.32
100-125-5207.000	Medicare	493.14
100-125-5215.000	PERS Tier 1 (2.5%@55)	666.92
100-125-5216.000	PERS Tier 2 (2%@60)	807.58
100-125-5217.000	PERS Tier 3 (2%@62)	300.91
100-125-5345.000	Contractual Services	1,602.59
100-125-5425.000	Dues and Memberships	9,437.00
100-125-5430.000	Conferences and Meetings	879.22
100-125-5755.000	Special Department Suppl...	682.04
100-130-5205.000	Health Insurance	1,640.14
100-130-5207.000	Medicare	94.71
100-130-5215.000	PERS Tier 1 (2.5%@55)	150.99
100-130-5216.000	PERS Tier 2 (2%@60)	192.75
100-130-5217.000	PERS Tier 3 (2%@62)	257.02
100-130-5410.000	Advertising	1,174.49
100-130-5430.000	Conferences and Meetings	540.42
100-130-5505.000	Office Supplies and Expen...	103.18
100-130-5755.000	Special Department Suppl...	3,063.19
100-210-5205.000	Health Insurance	3,138.19
100-210-5207.000	Medicare	112.42
100-210-5215.000	PERS Tier 1 (2.5%@55)	230.98
100-210-5216.000	PERS Tier 2 (2%@60)	478.27
100-210-5217.000	PERS Tier 3 (2%@62)	132.61
100-210-5505.000	Office Supplies and Expen...	32.74
100-230-5205.000	Health Insurance	353.80
100-230-5206.000	Health Insurance Retirees	4,282.90
100-230-5207.000	Medicare	27.71

Account Summary

Account Number	Account Name	Payment Amount
100-230-5217.000	PERS Tier 3 (2%@62)	144.64
100-230-5345.000	Contractual Services	281.00
100-230-5755.000	Special Department Suppl...	17.37
100-333-5340.139	Professional Services	501.89
100-333-5755.000	Special Department Suppl...	206.45
100-335-5205.000	Health Insurance	652.51
100-335-5207.000	Medicare	66.44
100-335-5345.000	Contractual Services	5,338.80
100-335-5505.000	Office Supplies and Expen...	17.00
100-335-5710.000	Equipment Maintenance	407.92
100-335-5720.000	Fuel	104.26
100-410-5205.000	Health Insurance	4,759.26
100-410-5207.000	Medicare	264.76
100-410-5217.000	PERS Tier 3 (2%@62)	993.17
100-410-5315.000	Engineers	125.00
100-410-5340.000	Professional Services	50.00
100-410-5345.000	Contractual Services	118.08
100-410-5420.000	Mileage Reimbursement	66.09
100-410-5430.000	Conferences and Meetings	110.53
100-410-5435.000	Training and Education	212.00
100-410-5505.000	Office Supplies and Expen...	39.82
100-410-5720.000	Fuel	64.64
100-410-5755.000	Special Department Suppl...	25.95
100-440-5345.000	Contractual Services	70,216.24
100-440-5415.000	Communications	1,035.07
100-440-5525.000	Equipment Under \$5k	40.77
100-440-5605.000	Rents and Leases	596.97
100-440-5825.000	Equipment Over \$5k	5,021.00
100-605-5205.000	Health Insurance	1,761.05
100-605-5207.000	Medicare	108.39
100-605-5216.000	PERS Tier 2 (2%@60)	143.71
100-605-5217.000	PERS Tier 3 (2%@62)	385.17
100-605-5345.000	Contractual Services	7.50
100-605-5420.000	Mileage Reimbursement	12.58
100-610-5205.000	Health Insurance	2,840.02
100-610-5207.000	Medicare	117.18
100-610-5216.000	PERS Tier 2 (2%@60)	263.52
100-610-5217.000	PERS Tier 3 (2%@62)	196.87
100-710-5205.000	Health Insurance	4,388.79
100-710-5207.000	Medicare	119.13
100-710-5215.000	PERS Tier 1 (2.5%@55)	819.18
100-710-5217.000	PERS Tier 3 (2%@62)	291.09
100-710-5405.000	Utilities	4,983.61
100-710-5705.000	General Maintenance	7,037.16
100-710-5720.000	Fuel	63.85
100-730-5205.000	Health Insurance	2,978.36
100-730-5207.000	Medicare	280.16
100-730-5215.000	PERS Tier 1 (2.5%@55)	871.14
100-730-5217.000	PERS Tier 3 (2%@62)	198.87
100-730-5345.000	Contractual Services	7,844.20
100-730-5410.000	Advertising	911.23
100-730-5420.000	Mileage Reimbursement	15.00
100-730-5755.000	Special Department Suppl...	99.00
100-735-5425.000	Dues and Memberships	420.00
100-740-5205.000	Health Insurance	4,691.57
100-740-5207.000	Medicare	140.45
100-740-5215.000	PERS Tier 1 (2.5%@55)	263.69
100-740-5216.000	PERS Tier 2 (2%@60)	443.04

Account Summary

Account Number	Account Name	Payment Amount
100-740-5217.000	PERS Tier 3 (2%@62)	255.80
100-740-5405.000	Utilities	4,465.94
100-740-5425.000	Dues and Memberships	180.00
100-740-5505.000	Office Supplies and Expen...	49.44
100-740-5510.000	Small Tools	1,337.90
100-740-5515.000	Uniform Expense	536.25
100-740-5705.000	General Maintenance	1,748.85
100-740-5710.000	Equipment Maintenance	407.44
100-740-5720.000	Fuel	977.13
100-750-5207.000	Medicare	22.43
100-750-5405.000	Utilities	258.86
100-750-5705.000	General Maintenance	56.13
205-610-5205.000	Health Insurance	1,721.66
205-610-5207.000	Medicare	93.40
205-610-5217.000	PERS Tier 3 (2%@62)	328.11
205-610-5405.000	Utilities	1,875.51
205-610-5505.000	Office Supplies and Expen...	30.90
205-610-5510.000	Small Tools	44.03
205-610-5515.000	Uniform Expense	350.33
205-610-5705.000	General Maintenance	1,357.45
205-610-5710.000	Equipment Maintenance	39.48
205-610-5720.000	Fuel	1,764.85
205-620-5705.000	General Maintenance	981.25
211-347-5340.000	Professional Services	1,012.50
220-340-5205.000	Health Insurance	525.80
220-340-5207.000	Medicare	22.46
220-340-5215.000	PERS Tier 1 (2.5%@55)	79.47
220-340-5216.000	PERS Tier 2 (2%@60)	26.77
220-340-5217.000	PERS Tier 3 (2%@62)	45.77
220-340-5345.000	Contractual Services	468.34
245-720-5405.000	Utilities	289.01
255-760-5205.000	Health Insurance	89.69
255-760-5207.000	Medicare	4.14
255-760-5217.000	PERS Tier 3 (2%@62)	22.10
255-760-5506.000	Sport Supplies	259.96
311-810-5806.368	Street Reconstruction - Z...	344.50
311-810-5806.380	Sidewalk Improvement Pr...	2,341.71
510-110-5207.000	Medicare	1.10
510-110-5217.000	PERS Tier 3 (2%@62)	2.88
510-125-5205.000	Health Insurance	6,561.73
510-125-5207.000	Medicare	141.51
510-125-5215.000	PERS Tier 1 (2.5%@55)	117.69
510-125-5216.000	PERS Tier 2 (2%@60)	269.21
510-130-5205.000	Health Insurance	379.14
510-130-5207.000	Medicare	21.31
510-130-5215.000	PERS Tier 1 (2.5%@55)	34.44
510-130-5216.000	PERS Tier 2 (2%@60)	48.19
510-130-5217.000	PERS Tier 3 (2%@62)	49.29
510-220-5205.000	Health Insurance	2,700.57
510-220-5207.000	Medicare	119.71
510-220-5215.000	PERS Tier 1 (2.5%@55)	76.94
510-220-5216.000	PERS Tier 2 (2%@60)	444.84
510-220-5217.000	PERS Tier 3 (2%@62)	221.04
510-220-5505.000	Office Supplies and Expen...	2,586.53
510-230-5205.000	Health Insurance	198.12
510-230-5207.000	Medicare	28.23
510-230-5217.000	PERS Tier 3 (2%@62)	144.65
510-230-5345.000	Contractual Services	125.00

Account Summary

Account Number	Account Name	Payment Amount
510-440-5345.000	Contractual Services	8,636.88
510-440-5415.000	Communications	1,035.08
510-630-5205.000	Health Insurance	10,299.16
510-630-5207.000	Medicare	450.10
510-630-5215.000	PERS Tier 1 (2.5%@55)	601.08
510-630-5216.000	PERS Tier 2 (2%@60)	1,003.77
510-630-5217.000	PERS Tier 3 (2%@62)	1,160.41
510-630-5338.000	Underground Service Alert	100.83
510-630-5340.000	Professional Services	2,679.00
510-630-5345.000	Contractual Services	7.50
510-630-5405.000	Utilities	351.63
510-630-5411.000	Customer Notifications	317.20
510-630-5435.000	Training and Education	70.71
510-630-5440.000	Water Purchases - MWD	222,846.00
510-630-5442.000	Utilities - CWPF	229.68
510-630-5505.000	Office Supplies and Expen...	30.90
510-630-5515.000	Uniform Expense	123.64
510-630-5605.000	Rents and Leases	6,301.36
510-630-5705.000	General Maintenance	22,213.31
510-630-5710.000	Equipment Maintenance	468.01
510-630-5720.000	Fuel	1,222.34
510-630-5755.000	Special Department Suppl...	680.94
520-840-5821.365	CWPF Upgrades Project	20,813.75
	Grand Total:	589,393.92

Project Account Summary

Project Account Key	Payment Amount
None	565,893.96
3118105806368	344.50
Cypress Water Production	20,813.75
Sidewalk Improvement Program	2,341.71
	Grand Total:
	589,393.92



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7d**
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: February 21, 2023
SUBJECT: Monthly Report for the Administrative Services Department

RECOMMENDATION

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

BACKGROUND

Accounting Activities:

- Meeting with HdL – Review 3rd Quarter Sales Tax
- Staff attended CSMFO’s “What Finance Professionals Need to Know About Effective Financial Management and Analysis to Help Their Organizations be Successful” Webinar
- Staff attended GovInvest’s “Fiscal Resiliency – Assessing Local Government Recession Readiness” Webinar
- Staff attended BB&K’s AB1234 Ethics Training

Department activity levels for the month of January 2023 are provided below:

<i>Journal Entries/Adjustments</i>	8
<i>Payroll Updates/Maintenance Changes</i>	68 / 2 New Hires
<i>Purchase Orders Issued</i>	3
<i>Purchase Orders Paid</i>	13
<i>Invoices Processed for Payment</i>	168
<i>Checks Processed (Demands & Manual)</i>	108
<i>Payroll Checks Processed</i>	186
<i>Business Licenses Issued (New / Renewals)</i>	28/71
<i>Water Utility Bills Mailed/Late Notices Issued</i>	Water Utility Bills Mailed 3925
<i>Service Orders Issued (for Water Accounts)</i>	34

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. 7e**

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: February 21, 2023

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 is currently on-site one day per week to provide as-needed IT support. During the month of December, Numa Networks assisted with a total of 962 trouble tickets.

Human Resources/Risk Management

The City currently has three (3) recruitments open; Water Service Technician I in the Public Works Department, Part-time Engineering Intern in the Public Works Department and Recreation Leader in the Recreation and Facilities Division. The Payroll Specialist recruitment closed on January 31, 2023. The most qualified applicants were invited to participate in a panel interview on February 23, 2023.

Angel Cesareo, Engineering Intern, resigned from his position on February 2, 2023. He accepted a fulltime position with an Engineering firm. Christopher Mendoza accepted a part-time position as Recreation Leader in the Lomita Railroad Museum. He began work on February 4, 2023. Alexander Barnett was promoted to Assistant Recreation Coordinator in the Lomita Railroad Museum. He began his new position on February 18, 2023.

All City Council members and several staff members attended AB1234 Ethics training on January 26, 2023. This two-hour training is required every two years for all conflict-of-interest code filers. Training was conducted by City Attorney, Trevor Rusin. HR staff attended a two-day CalPERS training session in Glendale on January 18th and 19th.

This hands-on training included training on CalPERS enrollment, benefits enrollment and payroll input and adjustments.

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). After almost 3 years and twelve extensions of the emergency measures to protect staff and the community and to coincide with the state and county's COVID-19 health regulations, on February 7, 2023 the City Council adopted Resolution 2023-03 proclaiming termination of the City of Lomita's local emergency related to the COVID-19 pandemic.

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 and staff received project closure notification and final payments on February 2, 2023.

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. Design is currently underway but obtaining the necessary permits from the City of Los Angeles has taken much longer than expected, significantly putting the project behind schedule. The permit from CalTrans was approved in September 2022. Staff was recently granted a one-year extension to complete the project due to this delay. A new quarterly report was submitted on December 21, 2022, indicating the City is still waiting on plan approval from the City of Los Angeles and hope to secure the permit in early 2023.

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, 2022. Cal OES sent a Request for Information (RFI) and the information was provided. On January 25, 2023, staff received notification that CalOES submitted the supplication for FEMA for funding consideration.

Lomita Manor

The Lomita Manor property management company, HumanGood, has continued CDC-recommended physical distancing protocols. Some social activities and classes (including exercise/chair class, coloring and some holiday-related activities) 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

On February 7, 2023, the Community Development Advisory Board (CDAB) approved the CDBG roster (budget) for FY 23-24 in the amount of \$140,077 to fund Residential Rehabilitation, Lifeline and the Job Creation and Business Incentive Loan Programs.

Residential Rehabilitation: For Fiscal Year 2022-23, a total of two projects are scheduled to be completed.

Lifeline: The Lifeline program provides emergency response service for a total of 19 subscribers now currently enrolled. The program is accepting applications from Lomita residents who are at least 55 years old or disabled.

City Clerk's Office

- City Clerk staff attended FPPC Filing Officer Training on January 5
- Coordinated and participated in AB1234 Ethics Training for City officials on January 26
- Held kickoff meeting with department heads for new agenda management platform
- Sent reminders to office holders of filing deadline for Semi-Annual campaign statements, received, filed and posted statements to the city's website
- Emailed conflict-of-interest code filers reminder email of California Form 700 filing due date of April 3
- Clerk attended LCW supervisor training session in Torrance on February 2

Administrative staff continues to provide customer service and support related to processing water payments, parking tickets, Dial-a-Ride, planning counter appointments and business licenses.

City Clerk activity for the month of January

Council Meeting Agenda & Minutes Prepared	1/2
Council Resolutions Adopted & Processed	2
Housing Authority Agenda & Minutes Prepared	0/1
Contracts/Agreements Processed	8
Ordinances Adopted & Published	3
Certificates Prepared	7
Public Records Requests Processed	13
Dial-a-Ride New Cards Issued	2
Dial-a-Ride Payments Processed	29
Dial-a-Ride Assistance-Phone/Counter	138
Administrative Parking Appeals Reviewed & Processed	69
Parking Citations Issued & Processed	658
Parking Citations Assistance – Phone/Counter	102
Planning Commission Meeting Agenda & Minutes Prepared	0

Planning Commission Resolutions Processed	0
Public Safety & Traffic Commission Agenda & Minutes Prepared	0/0
Technical Traffic Advisory Committee Agenda & Minutes Prepared	0/0
Scanned & Indexed Documents	15
Water Billing Payments and Assistance- Phone/Counter	155

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. 7f**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: February 21, 2023

SUBJECT: Monthly Report for the Community & Economic Development Department

RECOMMENDATION

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

DISCUSSION

Planning

- Staff updated the “New & Upcoming Developments & Businesses” information sheet online at lomitacity.com/planning-division. It is also Attachment 1 to this staff report.
- The 2022 Annual Progress Report on Lomita’s 31 Housing Element Programs and RHNA number count will be presented to City Council in March.
- Staff intends to release the RFP for the Land Use, Circulation, Open Space, and Noise Elements, the Zoning Update, and the Environmental Impact Report in late February 2023 and to bring the award to City Council on April 18.
- Several ordinance discussions will be on Planning Commission and City Council agendas as triggered by applicant requests, observed trends, post-COVID interest, the certified Housing Element, and other State mandates. The ***draft*** 2023 upcoming items schedule is as follows.

<i>Topic</i>	<i>Council Discussion</i>	<i>Planning Commission Hearing</i>	<i>City Council Hearings</i>
Building Code Update	Adopted; in effect Jan. 1, 2023		
24000 Crenshaw Blvd. Specific Plan Sign Update	Adopted; in effect Feb. 16, 2023		
Low-Barrier Navigation Centers	Dec. 2022	Feb. 2023	March 2023
Supportive Housing	Dec. 2022	Feb. 2023	March 2023
Transitional Housing	Dec. 2022	Feb. 2023	March 2023
Employee Housing	Dec. 2022	Feb. 2023	March 2023
Density Bonus Incentives	Dec. 2022	Feb. 2023	March 2023
Reasonable Accommodation	Dec. 2022	Feb. 2023	March 2023
Covered Parking	Dec. 2022	Feb. 2023	March 2023
Emergency Shelter Parking	Dec. 2022	Feb. 2023	March 2023
Substandard Living Conditions	n/a	Feb. 2023	March 2023
Unused Zoning Districts	n/a	Feb. 2023	March 2023
Designated Parking, Signage	n/a	March 2023	April 2023
Massage Update	n/a	n/a	April 2023
ADU Update	Dec. 2022	April 2023	May 2023
Outdoor Dining	PC Feb 2023	April 2023	May 2023
Murals	March 2023	May 2023	June 2023
Side Yard Fencing	April 2023	June 2023	July 2023

Code Enforcement

- Joceline Rivera began working with the City’s staff on January 31 through the approved 4LEAF contract. She continues to provide services to other local agencies as well.
- Staff is bringing forth an ordinance to update the code enforcement section(s) of the Municipal Code in line with the City’s onboarding of Data Ticket.
- There are 145 open cases as of January 31, 2023, up 25 from November. Staff opened 23 new cases in January and issued 13 different groups of citations.
- In January, graffiti was removed from 8 locations and illegal dumping addressed at 8 locations.
- Citations issued by fiscal year are as follows.

<i>Fiscal Year</i>	<i>Total Citations Issued</i>
2018-2019	\$17,750
2019-2020	\$20,900
2020-2021	\$0
2021-2022	\$14,650
2022-2023 to date	\$42,450

OPTIONS

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENTS

1. New & Upcoming Developments & Businesses information sheet

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Brianna Rindge
Community & Economic Development Director

Attachment 1

 CITY OF LOMITA Community & Economic Development Department New & Upcoming Developments & Businesses		
DOWNTOWN LOMITA		
<i>Address</i>	<i>Project Description</i>	<i>Status</i>
24020 Narbonne Ave.	Cream Pan Bakery renovating the former Southwest Tile Building	Opening April 2023
24403 Narbonne Ave.	Lomita Feed converting warehouse space into a Western tack shop	In plan check with Building & Safety
245 th St. & Woodward Ave.	16-unit condominium development	Under construction
24516 Narbonne Ave.	Vacation of an alley	In design review
24503 Narbonne Ave.	New restaurant	Under construction
2173 Lomita Blvd.	Still Got It Fitness ARPA-funded Façade Improvement (Signage)	Summer 2023
PACIFIC COAST HIGHWAY		
<i>Address</i>	<i>Project Description</i>	<i>Status</i>
1929 & 1931 PCH	Cavitena Restaurant relocating & expanding	Received Entertainment Permit for live music
2130 PCH	Target, a national retailer, renovating former Albertson's space	In plan check with Building & Safety; expected opening October 2023
2177 PCH	2-unit, 3,851 ft ² restaurant space	In site plan review
MIXED-USE & MULTI-FAMILY RESIDENTIAL PROJECTS CITYWIDE		
<i>Address</i>	<i>Project Description</i>	<i>Status</i>
2457 Lomita Blvd.	Kaia, 220 luxury studio, one-bedroom, two-bedroom apartments	Leasing https://kaiasouthbay.com/
24805 Narbonne Ave.	Mixed-use medical office, 5 live-work units with ground floor commercial space, & 10 townhome residential units	Final stages of construction
24830-24838 Narbonne Ave.	Mixed-use project, ground floor commercial & 11 residential units with one 2-bedroom unit for very low income	Grading Permit issued
26109 Narbonne Ave.	8-unit townhome project	Under construction; completion April 2023
26016 Oak Street	9-unit townhome project	In plan check with Building & Safety; Final Map
254 th Street	Planned Residential Development	In pre-review with Planning

Last updated February 1, 2023



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: February 21, 2023

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.
- Staff completed the 2023 Spring Recreation classes and events for the quarterly Newsletter.
- Staff is working to finalize the contract of a new line dancing instructor and youth art instructor.
- Staff is now preparing and organizing classes, camps, and events for the Summer Newsletter.
- Rentals for both Picnic Shelters and the Tom Rico Center rentals are up for the month of February.
- City Staff assisted the Lomita Sheriff's Department with their 3rd Catalytic Converter event, which took place on Saturday, January 28th. A total of 155 vehicles were etched during this event.
- Staff finalized the scheduling of this year's 11 City of Lomita Special Events.
- Staff is continuing to plan and organize the return of the Lomita Teen Program.
- Staff will begin monthly Founders Day meetings soon to begin planning for the event.
- Staff is continuing to work with the Chamber of Commerce during Farmers Market each Sunday.

YOUTH SPORTS

- Conducting youth boys' and girls' basketball leagues, ages 5-14. Performed player roster additions, deletions, and adjustments.

- Continued staff training with appropriate follow-up regarding rules and regulations of youth basketball leagues.
- Made scheduling adjustments to rectify challenging game officiating situations.
- Continued planning and scheduling for Spring youth soccer leagues.

ADULT SPORTS

- Set schedule for six team men's basketball leagues beginning on Wednesdays in February.
- Communicated with game officials to confirm assignments.
- Training part-time staff to prepare for supervision and staffing leagues.

MISC. PROJECTS

- Serviced the six basketball systems (backboards, rim, etc.) in the Marc Fosnaugh Gymnasium
- Ordered replacement hardware for the outdoor basketball courts backboards for allowing the lowering and raising of the height of the rim.
- Ordering and restocking first aid kits throughout the city.

MAINTENANCE AND FACILITIES

- Coordinating with staff, Lomita Chambers and VenaVer Events in all aspects of the Farmers Market located at City Hall.
- Stephenson Center women's restroom work. Shut down all water and drain system. Installed a new Sloan water closet flush valve. Turn water back on and test all connections.
- Tinted 6 windows inside the Council Chambers and measured for blinds.
- On the roof of City Hall replaced the outside O/S Air Sensor that works with HVAC system at City Hall.
- Staff has begun painting all exterior block/bricks at the Stephenson Center at Lomita Park due to extreme graffiti.
- Began the planning and installation of extra security lighting on the exterior of the Stephenson Center at Lomita Park.
- Replaced water filters in the refrigerators at City Hall (1st & 2nd floor).
- Staff provided additional time and effort to organize and clean the HVAC and Electrical rooms upstairs at City Hall.
- Removed and replaced damaged Avery Dennison Perlite 35 window film on one south facing window in the Assistant Managers Office.

PROJECTS COMPLETED:

- Continued participating in Capital Improvement Project planning sessions with Public Works Department.
- Assisted Recreation Supervisor with on-site youth basketball training and game day operations during initial three weeks of the season.
- Attended Office of Grants and Local Services (OGALS) Land and Water Conservation Fund (LWCF) 2023 Competitive Program webinar.
- Attended Lomita Park Basketball Camp planning session.

PROJECTS IN PROGRESS:

- Researching project funding options for Irene Lewis Park project. Exploring combining funding from the LWCF Competitive Program and LA County Measure A Program.
- Developing site plans and pricing options with Outdoor Creations to move existing and to purchase tables and benches for Hathaway and Lomita Parks. Visited sites of existing Outdoor Creation projects.
- Researching project options for Stephenson Center restroom renovation. Examining Notice Inviting Bids, and project plans and specifications from similar projects in Hermosa Beach and Glendora. Examining marketing materials from restroom construction specialty companies.
- Developing scope of work for roofing projects at Railroad Museum and Stephenson Center. Communicating with private roofing companies and researching cooperative government purchasing options.
- Monitoring information regarding updates and meetings pertaining to the City's allotment from LA County Measure A.
Developing marketing material for Lomita Park Basketball Camp. Dates June 26-30 and July 24-28

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:



Michael M. Sansbury
Recreation & Facilities Manager

Prepared by:



Emma Kelley
Recreation Manager



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7h**
FROM: Ryan Smoot, City Manager
PREPARED BY: Carla Dillon, P.E., Director of Public Works
MEETING DATE: February 21, 2023
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. In January 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 January 2023, the City imported 135.8 acre-feet from West Basin MWD. Monthly water reports can be found at www.lomitawater.com/oversight/water-quality-reports/.

During Summer 2022, the City resumed water tours at the Cypress Water Production Facility after a two year hiatus. A tour was hosted on January 24 for eleven community members. Residents who are interested in touring the facility may sign up for the following dates: February 22, and March 18.

Water Division Performance Measures:

Main Breaks/Leak Repairs	5
Service Connection Breaks/Leaks	0
Water Outages	4
Water Service Requests	5
USA Dig-Alert Tickets	4
Dead-end Fire Hydrant Flushing	5
Meter Maintenance	5
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 as well as documentation and support for the permitting with the Division of Drinking Water (DDW). Construction completion is expected in March 2023, which will then be followed by commissioning, testing and then approval by DDW.

Progress	As of January 31, 2023
Percent Project completion	98%
Overall Project, invoiced/approved	\$4,026,851
Overall Project budget (approved contracts)	\$4,768,453

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 has finished all the punch list items. A contract Assignment was completed with the design firm, and they are working on completing the as-builts. Once the as-built drawings are received, retention will be released and the project may be closed out.

Progress	As of January 31, 2023
Percent Project completion	99%
Overall Project, invoiced/approved	\$2,603,632
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 the first half of 2023. Surveying for the base map for the design of the project was recently completed. Construction of the project is programmed for Spring 2024.

Progress	As of January 31, 2023
Percent Project completion	5%
Overall Project, invoiced/approved	\$36,481
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 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. The permit from Caltrans was approved in September 2022. The encroachment permit and traffic control plans were approved by the City of Los Angeles in December 2022. Onward Engineering is working to schedule their subconsultant to complete potholing. The 100% design drawings have been submitted to the City for review.

Progress	As of January 31, 2023
Percent Project completion	25%
Overall Project, invoiced/approved	\$101,442
Overall Project budget	\$1,499,916

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 March 2023. Construction of the project is scheduled for Spring 2023.

For the month of January 2023, AEPC Group submitted the 90% design plans for the City's review. Due to the long lead time for the generator (~60 weeks), the consultant is looking into alternative generators to rent to ensure the City has a backup power source for the Metropolitan Water District shutdown scheduled to begin in November 2023.

Progress	As of January 31, 2023
Percent Project completion	30%
Overall Project, invoiced/approved	\$38,123
Overall Project budget	\$76,365

Encroachment Permit Review/Approval

For the month of January 2023, staff received and reviewed six encroachment permit applications from various utility companies and contractors. One encroachment permit was issued. Public Works now has an on-line portal for encroachment permitting, available at <https://lomitaca.viewpointcloud.com/categories/1081>.

Sewers

In January, staff attended a training session on the new Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems (Order WQ 2022-0103-DWQ) to learn how new conditions may impact the City. Staff has initiated requests for LA County Department of Public Works (LADPW) to assist the City in updating its Sewer System Management Plan (SSMP) and required SSMP audit.

The City received a notification from LADPW that there were no reportable Sanitary Sewer Overflows in the City's sewer system in fourth quarter of 2022.

Public Safety and Traffic

Public Safety and Traffic Commission (PS&TC) did not meet in January. The Technical Traffic Advisory Committee did not meet in January. No new traffic investigations were received by Public Works in January. All new requests for traffic issue investigations are accepted through the on-line OpenGov portal and may be submitted here: <https://lomitaca.viewpointcloud.com/categories/1081>

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

Streets and Trees Division:

Trees Trimmed (by Crew)	4
Trees/Stumps Removed	0
Graffiti Locations Cleaned	23
Sidewalk Maintenance	105
Curb/Gutter Maintenance	8
City Drains Cleaned	40
Street Signs Replaced or Repaired	35
Potholes Filled / Patches	37
New work order requests	18
Backlog of work orders	11

Parks Division:

Mowed Park Grounds, number of times	18
Playground Safety Inspections	13
Raised Median/Planter Weeding	13
Park Grounds Fertilize	0
Museum/City Hall Grounds Maintenance	6
Sprinkler Repair/Replacement	9
Trimmed Hedges/Trees (City grounds)	15

In January, Public Works Field Operations also assisted with removing holiday decorations, water main breaks, rain preparations, and equipment maintenance. Due to rain, the sidewalk program was paused and substituted with drain cleaning. Public Works also assisted with the Catalytic Converter Etching program.

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Carla Dillon

Carla Dillon, PE
Public Works Director



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: February 21, 2023

SUBJECT: December 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 December 31, 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.

12.20% 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 December 31, 2022.

OPTIONS:

None, information only.

FISCAL IMPACT

None.

ATTACHMENT

1. Treasury and Investment Report for December 2022

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



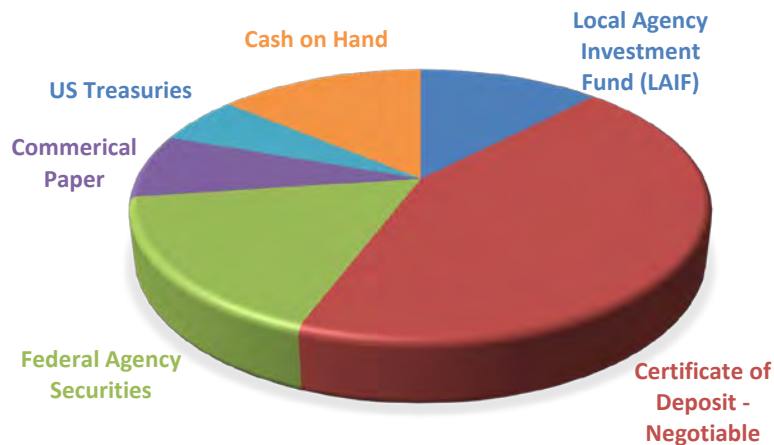
City of Lomita Investment Portfolio Report December 31, 2022

Summary of Investments	Book Value	Market Value	Interest Earned	Gain (Loss) on Investment
Local Agency Investment Fund (LAIF)	3,210,023.14	3,210,023.14	0.00	0.00
Certificate of Deposit - Negotiable	11,457,000.00	10,760,613.00	19,015.65	0.00
Federal Agency Securities	4,500,000.00	4,190,445.00	9,987.50	0.00
Commerical Paper	2,000,000.00	1,722,460.00	0.00	0.00
US Treasuries	1,500,000.00	1,477,965.00	0.00	0.00
Total Pooled Investments	22,667,023.14	21,361,506.14	29,003.15	0.00
City of Lomita General Account DDA	3,640,981.56	3,640,981.56	0.00	0.00
Total Cash	3,640,981.56	3,640,981.56	0.00	0.00
Total Cash & Investments	26,308,004.70	25,002,487.70	29,003.15	0.00

City of Lomita

Distribution of Pooled Cash	Book Value	% Split
Local Agency Investment Fund (LAIF)	3,210,023.14	12.20%
Certificate of Deposit - Negotiable	11,457,000.00	43.55%
Federal Agency Securities	4,500,000.00	17.11%
Commerical Paper	2,000,000.00	7.60%
US Treasuries	1,500,000.00	5.70%
Cash on Hand	3,640,981.56	13.84%
Total Cash & Investments	26,308,004.70	87.80%

Month to Date & Fiscal Year to Date		
	Interest Earned/ Gain (Loss) on Total Investments	
	MTD	YTD
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	27,178.53	107,947.85
Nov-22	24,490.25	132,438.10
Dec-22	29,003.15	161,441.25
Jan-23	-	161,441.25
Feb-23	-	161,441.25
Mar-23	-	161,441.25
Apr-23	-	161,441.25
May-23	-	161,441.25
Jun-23	-	161,441.25
	161,441.25	161,441.25





**City of Lomita
Investment Portfolio Report December 31, 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	Current MP	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain / (Loss) On Investment
Local Agency Investment Fund (LAIF)														
City of Lomita	XX-XX-469		N/A	2.173%	3,210,023.14	3,210,023.14	-	-	-	100.0000	3,210,023.14	3,210,023.14	-	-
Sub Total / Average				2.173%	3,210,023.14	3,210,023.14	-	-	-	100.00	3,210,023.14	3,210,023.14	-	-
Certificate of Deposit - Negotiable														
PCSB Bank	69324MAL9	02/21/20	02/21/24	1.650%	248,000.00	238,633.04	-	-	1,143.28	96.6840	239,776.32	248,000.00		
Third Federal S & L Assn	88413QDA3	08/13/21	08/13/24	0.500%	249,000.00	231,306.06	-	-	1,832.64	93.6300	233,138.70	249,000.00		
Raymond James Bank NA	75472RBB6	02/14/20	02/14/25	1.750%	248,000.00	231,731.20	-	-	2,108.00	94.2900	233,839.20	248,000.00		
Lafayette FCU	50625LAY9	03/31/22	03/31/25	2.200%	249,000.00	234,117.27	-	-	2,148.87	94.8860	236,266.14	249,000.00	450.25	
JPMorgan Chase Bank NA	48128WCJ2	12/03/21	05/16/25	0.800%	248,000.00	224,588.80	-	-	2,415.52	91.5340	227,004.32	248,000.00		
Institution for Savings Newburyport MA	45780PBL8	05/20/22	05/20/25	3.100%	247,000.00	236,623.53	-	-	2,067.39	96.6360	238,690.92	247,000.00	629.34	
Axiom Bank Maitland FL	05464LBR1	11/30/21	06/13/25	0.700%	249,000.00	224,027.79	-	-	2,502.45	90.9760	226,530.24	249,000.00	143.26	
Bank of Princeton	064520BE8	06/26/20	06/26/25	0.600%	210,000.00	188,176.80	-	-	2,142.00	90.6280	190,318.80	210,000.00	112.48	
Flushing Bank	34387AFF1	11/04/22	11/04/25	4.700%	249,000.00	247,632.99	-	-	2,171.28	100.3230	249,804.27	249,000.00	961.89	
Banknited NA	066519RX9	12/08/21	12/08/25	1.250%	248,000.00	222,731.28	-	-	2,710.64	90.9040	225,441.92	248,000.00	772.88	
USAlliance FCU	90352RCD5	01/28/22	01/28/26	1.350%	249,000.00	222,311.68	-	-	4,830.10	91.2216	227,141.78	249,000.00		
Pentagon FCU	70962LBK7	03/28/22	03/30/26	2.050%	249,000.00	227,337.00	-	-	2,674.26	92.3740	230,011.26	249,000.00	419.55	
Kansas State Bank	50116CCV9	03/31/22	03/31/26	2.300%	249,000.00	229,234.38	-	-	2,654.34	93.1280	231,888.72	249,000.00	486.40	
Nelnet Bank	64034KAC5	04/15/21	04/15/26	0.700%	248,000.00	216,062.56	-	-	2,829.68	88.2630	218,892.24	248,000.00		
Community West Bank NA	20415QHQ5	04/23/21	04/23/26	0.700%	248,000.00	215,606.24	-	-	2,847.04	88.0860	218,453.28	248,000.00	142.68	
State BK India New York NY	856285VS7	05/19/21	05/19/26	1.000%	247,000.00	216,749.91	-	-	2,783.69	88.8800	219,533.60	247,000.00		
Toyota Financial Savings Bank	89235MLD1	07/22/21	07/22/26	0.950%	248,000.00	215,881.52	-	-	2,809.84	88.1820	218,691.36	248,000.00		
Medallion BK Salt Lake City	58404DLD1	07/30/21	07/30/26	0.800%	248,000.00	214,475.36	-	-	2,827.20	87.6220	217,302.56	248,000.00		
Sallie Mae Bank	795451AK9	08/11/21	08/11/26	1.100%	248,000.00	216,702.40	-	-	2,790.00	88.5050	219,492.40	248,000.00		
Metro Credit Union	59161YAN6	02/18/22	08/18/26	1.600%	249,000.00	221,415.78	-	-	2,753.94	90.0280	224,169.72	249,000.00	327.45	
Texas Exchange Bank	88241TML1	11/26/21	11/27/26	1.200%	249,000.00	216,089.67	-	-	2,791.29	87.9040	218,880.96	249,000.00	245.59	
Beal Bank USA	07371CH69	03/02/22	02/24/27	2.050%	248,000.00	221,553.28	-	-	2,849.52	90.4850	224,402.80	248,000.00		
Capital One Bank USA NA	14042TFP7	04/27/22	04/27/27	2.900%	248,000.00	228,804.80	-	-	2,891.68	93.4260	231,696.48	248,000.00		
Morgan Stanley Bank	61773TDN0	04/29/22	04/29/27	3.000%	246,000.00	227,941.14	-	-	2,860.98	93.8220	230,802.12	246,000.00		
Discover Bank	254673G83	06/14/22	06/14/27	3.150%	246,000.00	228,885.78	-	-	2,937.24	94.2370	231,823.02	246,000.00	3,885.11	
The Dart Bank	237412AN1	06/08/22	06/15/27	3.250%	249,000.00	232,575.96	-	-	3,005.43	94.6110	235,581.39	249,000.00	665.14	
Forbright Bank	34520LAT0	11/02/22	11/02/27	4.600%	249,000.00	245,780.43	-	-	3,241.98	100.0090	249,022.41	249,000.00	941.42	
Alliant Credit Union	01882MAC6	12/30/22	12/30/27	5.000%	-	-	248,000.00	-	4,426.80	101.7850	252,426.80	248,000.00		
Goldman Sachs Bank USA	38148PN52	05/30/18	05/30/23	3.250%	245,000.00	243,451.60	-	-	563.50	99.5980	244,015.10	245,000.00		
Austin TelCo FCU	052392BK2	08/12/22	08/11/23	3.200%	249,000.00	246,522.45	-	-	652.38	99.2670	247,174.83	249,000.00	654.90	
Wells Fargo Bank	949763ZA7	04/18/19	04/10/24	2.850%	245,000.00	238,568.75	-	-	1,031.45	97.7960	239,600.20	245,000.00	573.90	
Live Oak Bkg Co	538036HY3	02/12/20	08/12/24	1.700%	245,000.00	232,291.85	-	-	1,590.05	95.4620	233,881.90	245,000.00	342.33	
Capital One Natl Assn	14042RNE7	08/23/19	08/21/24	2.000%	245,000.00	233,384.55	-	-	1,565.55	95.8980	234,950.10	245,000.00		
Morgan Stanley Private Bk Natl Assn	61760AX53	09/05/19	09/05/24	1.900%	100,000.00	94,997.00	-	-	664.00	95.6610	95,661.00	100,000.00		
Synchrony Bank	87165FF58	11/30/21	11/29/24	0.850%	245,000.00	226,127.65	-	-	2,092.30	93.1510	228,219.95	245,000.00		
Enerbank USA Salt	29278TMZ0	02/14/20	02/14/25	1.650%	245,000.00	228,308.15	-	-	2,102.10	94.0450	230,410.25	245,000.00	332.26	
Merrick Bank	59013KQE9	11/30/21	05/30/25	0.900%	245,000.00	221,930.80	-	-	2,405.90	91.5660	224,336.70	245,000.00	181.23	
Spokane Teachers Credit Union	849061AA4	11/23/22	11/24/25	5.000%	248,000.00	248,684.48	-	-	2,157.60	101.1460	250,842.08	248,000.00	1,019.18	
Eaglemark Savings Bank	27004PBD4	04/07/21	04/07/26	0.700%	245,000.00	213,632.65	-	-	2,793.00	88.3370	216,425.65	245,000.00		
Greenstate Credit Union	39573LBL1	06/16/21	06/16/26	0.900%	249,000.00	216,856.59	-	-	2,841.09	88.2320	219,697.68	249,000.00	184.19	
UBS Bk USA Salt Lake	90348JQZ9	07/14/21	07/14/26	0.900%	249,000.00	216,241.56	-	-	2,843.58	87.9860	219,085.14	249,000.00	184.19	
Bank of Frankewing	06221LAE3	11/09/22	11/09/26	4.950%	248,000.00	248,466.24	-	-	582.80	100.4230	249,049.04	248,000.00	1,008.99	
Baxter Credit Union	07181JAU8	11/22/22	11/23/26	5.000%	248,000.00	249,334.24	-	-	2,328.72	101.4770	251,662.96	248,000.00	1,019.18	
Celtic Bank	15118RZT7	11/30/22	11/30/26	4.800%	249,000.00	248,549.31	-	-	2,358.03	100.7660	250,907.34	249,000.00	982.36	
Dept of Commerce Federal Credit Union	24951TAT2	05/13/22	05/13/27	3.250%	249,000.00	232,904.64	-	-	2,928.24	94.7120	235,832.88	249,000.00	665.14	
BMO Harris Bank NA	05600XFW5	06/15/22	06/15/27	3.300%	249,000.00	233,046.57	-	-	3,002.94	94.7990	236,049.51	249,000.00	675.37	
Numerica	67054NBC6	11/04/22	11/04/27	4.950%	248,000.00	248,580.32	-	-	3,206.64	101.5270	251,786.96	248,000.00	1,008.99	
Sub Total / Average				2.277%	11,209,000.00	10,398,856.05	248,000.00	-	113,756.95		10,760,613.00	11,457,000.00	19,015.65	-



**City of Lomita
Investment Portfolio Report December 31, 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	Current MP	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Federal Agency Securities														
Federal Home LN BKS	3130APXC4	12/10/21	12/10/24	1.100%	1,000,000.00	930,360.00	-	-	2,010.00	93.2370	932,370.00	1,000,000.00	5,500.00	
Federal Home LN BKS	3130ALMM3	03/30/21	03/30/26	1.000%	250,000.00	223,655.00	-	-	405.00	89.6240	224,060.00	250,000.00	-	-
Federal Home LN BKS	3130AR2B6	03/08/22	03/08/27	2.375%	500,000.00	459,780.00	-	-	100.00	91.9760	459,880.00	500,000.00		
Federal Home LN BKS	3130ARDY4	03/29/22	03/29/27	2.500%	500,000.00	461,385.00	-	-	60.00	92.2890	461,445.00	500,000.00		
Federal Home LN BKS	3130ARGQ8	04/14/22	04/14/27	2.875%	250,000.00	233,460.00	-	-	17.50	93.3910	233,477.50	250,000.00		
Federal Home LN BKS	3130ASD22	06/29/22	06/29/27	3.590%	250,000.00	238,007.50	-	-	20.00	95.2110	238,027.50	250,000.00	4,487.50	
Federal Home LN MTG	3134GXL28	08/17/22	08/17/27	4.150%	250,000.00	244,362.50	-	-	80.00	97.7770	244,442.50	250,000.00		
Federal Home LN MTG	3134GXQ23	08/25/22	08/25/27	4.250%	250,000.00	245,727.50	-	-	(770.00)	97.9830	244,957.50	250,000.00		
Federal Home LN MTG	3134GY3F7	11/22/22	11/22/27	5.125%	250,000.00	252,647.50	-	-	(412.50)	100.8940	252,235.00	250,000.00		
Federal Farm Credit Bank	3133ENCD0	11/30/21	10/27/25	1.040%	500,000.00	452,725.00	-	-	855.00	90.7160	453,580.00	500,000.00		
Federal Farm Credit Bank	3133EMB76	05/26/21	05/26/26	0.950%	500,000.00	445,290.00	-	-	680.00	89.1940	445,970.00	500,000.00		-
Sub Total / Average				2.632%	4,500,000.00	4,187,400.00	-	-	3,045.00		4,190,445.00	4,500,000.00	9,987.50	-
Commerical Paper														
Bank of America Corp A2	06048WM31	05/28/21	05/28/26	1.250%	1,000,000.00	864,170.00	-	-	(2,540.00)	86.1630	861,630.00	1,000,000.00		
Goldman Sachs Corp A2	38150AFK6	04/30/21	04/30/26	1.550%	500,000.00	438,010.00	-	-	(370.00)	87.5280	437,640.00	500,000.00		
JPMorgan Chase & Co	48128G4R8	08/17/21	08/17/26	1.150%	500,000.00	423,475.00	-	-	(285.00)	84.6380	423,190.00	500,000.00		
Sub Total / Average				1.317%	2,000,000.00	1,725,655.00	-	-	(3,195.00)		1,722,460.00	2,000,000.00	-	-
U.S. Treasuries														
US Treasury Note	06048WM31	07/28/22	07/31/23	1.250%	1,000,000.00	977,190.00	-	-	3,120.00	98.0310	980,310.00	1,000,000.00		
US Treasury Note	9128284D9	07/28/22	03/31/23	2.500%	500,000.00	496,640.00	-	-	1,015.00	99.5310	497,655.00	500,000.00		
Sub Total / Average				1.875%	1,500,000.00	1,473,830.00	-	-	4,135.00		1,477,965.00	1,500,000.00	-	-
Total / Average - Investments				2.05%	22,419,023.14	20,995,764.19	248,000.00	-	117,741.95		21,361,506.14	22,667,023.14	29,003.15	-
Demand Deposit Account (DDA)														
Pacific Western - General Account	XXXX259	N/A	N/A	0.000%	3,743,241.13	N/A	N/A	N/A	N/A	100.0000	3,743,241.13	3,743,241.13	N/A	N/A
(Outstanding Checks)		N/A	N/A		(102,259.57)	N/A	N/A	N/A	N/A	100.0000	(102,259.57)	(102,259.57)	N/A	N/A
Sub Total / Average				0.000%	3,640,981.56						3,640,981.56	3,640,981.56	-	-
Total /Cash & Investments					26,060,004.70	20,995,764.19	248,000.00	-	117,741.95	-	25,002,487.70	26,308,004.70	29,003.15	-



City of Lomita Investment Portfolio Report December 31, 2022

Previous Balance	\$	3,319,854.15
Deposits		2,881,422.49
Disbursements		(2,486,141.46)
Adjustments		28,105.95
Current Balance		3,743,241.13

GENERAL LEDGER CASH BALANCES		
General Fund - City Operations		
General Fund - City Operations including LAIF and Investments	100	6,100,607.79
Sub Total - General Fund - City Operations including LAIF and Investments		6,100,607.79
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	908,749.63
Measure R Local Fund - Street Projects	207	509,960.93
Measure R Highway Fund - Street Projects	208	(78,219.93)
Measure M Fund - Street Projects	209	563,253.71
Economic Stabilization	210	500,000.00
Measure W Fund - Safe Clean Water Program	211	224,902.86
American Rescue Plan	212	3,400,324.00
CDBG Fund - Housing Programs	215	(31,596.76)
Lomita Housing Authority - Housing Programs	217	-
Proposition A Fund - Transportation Projects	220	370,358.99
Proposition C Fund - Transportation Projects	225	2,172,694.14
Transportation Development Act Article 3- Transportation Projects	230	(13,537.51)
Air Quality Fund - Air Quality Projects	235	54,974.80
Landscape Maintenance Fund - Landscape Maintenance District	245	5,620.54
Park Facilities Fee Fund - Quimby Funds	250	452,993.07
Park Athletic Fund - Park Athlete Programs	255	86,729.75
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		11,847,815.60
Capital Improvement Funds		
Capital Improvement Fund - Capital Improvement Projects	310	184,572.79
Street Improvement Fund - Street Improvement Projects	311	1,273,747.24
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		1,861,808.73



City of Lomita Investment Portfolio Report December 31, 2022

Previous Balance	\$	3,319,854.15
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Disbursements		(2,486,141.46)
Adjustments		28,105.95
Current Balance		3,743,241.13

Proprietary Funds		
Water Operations Fund - Water Operations	510	3,595,417.53
Water Capital Fund - Water Capital Projects	520	390,456.28
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		6,476,487.30
Trust and Agency Funds		
Museum Foundation Fund - Railroad Museum Programs	720	21,695.03
Tom Rico Memorial Fund - Park Program Scholarships	730	(409.75)
Sub Total - Trust & Agency Funds		21,285.28
Total		26,308,004.70
Pooled Cash	999	(22,564,763.57)
Grand Total		3,743,241.13



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: February 21, 2023

SUBJECT: First Amendment to Agreement with Hazen and Sawyer for Engineering Services related to the Cypress Facility Upgrades

RECOMMENDATION

1) Approve the First Amendment to Agreement 2020-18 with Hazen and Sawyer for engineering services related to Cypress Facility Upgrades for a total not to exceed \$214,655 inclusive of previously approved funding; and 2) Authorize the City Manager and City Clerk to execute the Amendment.

BACKGROUND

The City operates several facilities related to the production of water for the City's water system. These include the Cypress Water Production Facility (CWPF), Harbor Hills Storage Tank, multiple import water connections, and a pump station. Historically, the CWPF provided a mixture of treated groundwater and imported surface water to Pressure Zone 1 (portion of the City north of Pacific Coast Highway); however, the CWPF was taken off-line in May 2019 due to the detection of benzene at the City's only well. Since that time, City has been importing 100 percent of its water from the Metropolitan Water District (MWD).

The City had long been planning for the addition of Granular Activated Carbon (GAC) to improve the aesthetic qualities of Lomita's water and began the design process in late 2017. The GAC will not only remove constituents that affect aesthetic qualities such as taste and odor, but also removes benzene and is considered the best available technology. Following the detection of benzene, the design of the GAC system required the addition of two more GAC vessels to ensure complete removal of benzene.

In May 2020, the City Council approved an agreement with the Water Replenishment District (WRD) under the Safe Drinking Water Program (SDWP) to authorize the use of up to \$2,000,000 in SDWP grant funds for the project.

In June 2020, the City Council approved an agreement with Hazen and Sawyer to support the construction phase of the project, and in January 2021, the construction contract was awarded to RC Foster.

While the project is nearly complete, several elements of the project scope have required additional review and submittals than originally anticipated. These include the number of items submitted by the contractor for review, the number of requests for information, and the support for permitting the facility with the State Division of Drinking Water. This amendment will allow for continued engineering support through the project completion in the coming months and ensure the City is able to make required submittals to the Division of Drinking Water as expeditiously as possible.

FISCAL IMPACT

The additional cost of the amendment is \$28,078 and would bring the total contract amount to \$214,655. Funds for this purpose are budgeted in FY22-23 in the Water Capital budget, account No. 520-840-5821.365, Cypress Water Production Upgrades. The City anticipates a reimbursement of \$2,000,000 through the WRD grant following the completion of the project in accordance with the approved reimbursement agreement.

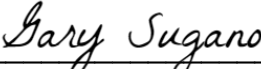
OPTIONS

1. Approve staff's recommendation.
2. Provide alternative direction.

ATTACHMENTS


1. First Amendment
2. Professional Services Agreement, 2020-18
3. Proposal for Additional Budget

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director / City Engineer

**First Amendment to Agreement between
Hazen and Sawyer Environmental Engineers and Scientists and the City of Lomita**

This First Amendment to the Agreement is made and entered into between the **City of Lomita** (“City”) and **Hazen and Sawyer Environmental Engineers and Scientists**, (“Consultant”). The City and Contractor mutually agree to amend the existing Agreement entered into on June 16, 2020, as follows:

RECITALS

- A. On June 16, 2020, the City entered into an Agreement with Contractor for various engineering services (“Agreement”).
- B. The City and Contractor now desire to amend the Agreement compensation by increasing the pay by \$28,078 for a total compensation not to exceed \$214,655.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **CONSIDERATION AND COMPENSATION.** Section 1.C is amended to read as follows:
 - C. As additional Consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$214,655 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
1. **NO OTHER CHANGES.** All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this Second Amendment shall remain in full force and effect.
2. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this First Amendment to the 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.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the 21st day of February 2023, at Lomita, California.

[Signatures on following page]

City of Lomita

**Hazen and Sawyer Environmental
Engineers and Scientists**

By _____
Ryan Smoot, City Manager

By _____
Lynn Grijalva, Vice President

Attest:

Approved as to Form:

Kathleen Horn Gregory, MMC, City Clerk

Trevor Rusin, City Attorney

DRAFT



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LOMITA
AND HAZEN AND SAWYER ENVIRONMENTAL ENGINEERS AND SCIENTISTS**

This AGREEMENT is entered into this 16th day of June 2020, by and between the CITY OF LOMITA, a general law city a municipal corporation ("CITY") and Hazen and Sawyer Environmental Engineers and Scientists, a New York Corporation ("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 consulting services for certain projects relating to engineering support of construction of the Cypress Water Production Facility upgrades, permitting, training, start-up, and water ratio blend testing.
- 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 design professional 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 \$205,235.00 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. The City shall pay the 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 SERVICE 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 the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in Exhibit A, unless extended in writing by the 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 personnel assigned to perform work under this Agreement is Nathan Boyle. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City. Additional personnel include David Rodriguez, Ian Mackenzie, Nicole Blute, Wyatt Dressler, and Danny Loza.

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 11 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. CONTRACTOR 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. 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, the CONTRACTOR 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.
12. INDEMNIFICATION.
 - A. To the fullest extent permitted by law, CONSULTANT shall defend (with counsel of CITY'S choosing), indemnify and hold CITY, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT'S services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. CONSULTANT'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by

CONSULTANT, CITY, its officials, officers, employees, agents, or volunteers.

- 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 17, 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.

13. 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.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is 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.

15. 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.

16. 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.

17. 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 the

CONSULTANT or by its employees 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 respect to 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 the 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 11 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 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.
18. 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.
19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by 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 CONSULTANT for anything done, furnished or relating to 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.

- 20. CORRECTIONS. In addition to the above indemnification obligations, 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 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.

- 21. 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.

- 22. 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
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	Hazen and Sawyer 800 W. 6 th Street, Suite 400 Los Angeles, CA 90017
ATTN: City Manager	ATTN: Lynn Grijalva, 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.

- 31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

- 32. 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.

- 33. 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.

- 34. 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 the CITY'S Conflict of Interest Code.

CITY Initials DS
CONSULTANT Initials LG

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

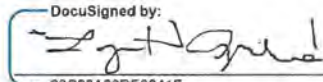
CITY OF LOMITA

CONSULTANT



City Manager

By:

DocuSigned by:


Principal

ATTEST:



City Clerk

Taxpayer ID No.
13-2904652

APPROVED AS TO FORM:

DocuSigned by:


675AED1708CA474...
City Attorney



Hazen and Sawyer
800 W. 6th Street, Suite 400
Los Angeles, CA 90017 • 213.234.1080

EXHIBIT A

June 11, 2020

Ms. Carla Dillon, PE
Public Works Director
24300 Narbonne Ave.
Lomita, CA 90717

Re: Proposal for Engineering Services During Construction for Cypress Water Production Facility (CWPF) Upgrades

Dear Carla:

Hazen and Sawyer (Hazen) is pleased to present this proposal to support the City of Lomita in delivery of treatment upgrades to treat Cypress Well No.5 for sulfides and benzene. This proposal includes support to the City during the bidding phase, engineering services during the construction phase (ESDC) and permitting support to assist the City in obtaining approval to operate the new treatment facilities.

It is understood that the City will engage a Construction Management firm to provide construction management, construction administration and special inspection services, Hazen will work with this firm as required to ensure a smooth and successful project delivery.

Project Team

Our team will consist of individuals who worked on the design of the CWPF upgrades. I will be the project director and ensure the team has the right resources to successfully complete the project. Nathan Boyle will be the project manager and provide process mechanical input. David Rodriguez will be the project engineer and conduct most of the submittal reviews and RFI responses and will provide civil engineering input. Ian Mackenzie will provide senior advice for conflict resolution and complex design. Our West Region drinking water lead, Nicole Blute will be a technical advisor for the permitting of the facility. Structural and electrical engineering support will be provided by Wyatt Dressler and Danny Loza, respectively, who both worked on the design.

Scope of Work

The work will be broken into the following Tasks:

Task 1 Support During Bidding

- 1.1 Hazen will provide support in Lomita compiling the bid documents, and customizing Lomita General Conditions and Bid Forms for a treatment plant project. Hazen will also respond to up to five (5) requests for information (RFI's) during the bidding phase to support the City in issuing an addendum;

- 1.2 Hazen will provide support for Construction Management, including support for procurement of the Construction Manager and a pre-proposal site walk. Hazen will participate in a constructability review by the Construction Manager, attending two virtual meetings with the reviewer and the City, and providing up to 32 hours of bid document revisions in response to recommendations.
- 1.3 Hazen will attend the Construction pre-bid meeting and site walk.
- 1.4 Following receipt of the Bids, Hazen and Sawyer will review the Contractor Bids, provide a brief summary of any departures or suggested inclusions for the City to negotiate and provide a recommendation on the contractor.
- 1.5 This task is to cover project management over the life of the project including billing, invoice and coordination calls.

Task 2 Engineering Services During Construction

- 2.1 Hazen will review shop drawings submitted by the contractor for conformance with the Contract Documents. It is assumed that Hazen will review up to 60 engineering submittals. Hazen expects that the CM can compile the submittals into manageable packages to provide for efficient review.
- 2.2 Hazen will respond to up to 30 requests for information (RFI) and coordination throughout the course of construction.
- 2.3 Hazen will attend construction meetings to provide engineering input and continuity with construction progress. It is assumed that Hazen will attend 1 hour construction meetings by phone weekly and 1 meeting site visit per month.
- 2.4 Hazen will attend up to three (3) coordination meetings with the system integrator to provide support and coordination on control system design and integration with existing facilities.
- 2.5 This task is to provide support and oversight for the performance test. The Contractor will be responsible for preparing all plans and procedures for startup and commissioning. Hazen will review these documents and provide recommendation, comments and advice to ensure the startup will meet the requirements of the Contract and those required by the California State Division of Drinking Water (DDW).
- 2.6 Hazen will support the City with training and manufacturer operations and maintenance (O&M) manuals. Our team will review training documentation prepared by the Contractor and assist the water operations staff in understanding its operation.
- 2.7 Following successful completion of the project, Hazen will take the red-line field markups prepared by the CM and prepare record drawings.

Task 3 Permitting

- 3.1 In this task, Hazen will attend up to 3 meetings with DDW. Hazen will provide support to the City as they compile documentation for a permit amendment. It is assumed that DDW will not require additional piloting or performance testing beyond the one month startup and commissioning period.

3.2 Hazen will prepare an operations, maintenance and monitoring plan (OMMP) using information available from the existing plant OMMP on other processes such as the existing greensand facility. This plan will include process overview, sampling points and intervals, key operational requirements referencing the O&M manuals that are submitted as part of construction, maintenance intervals and controls functionality as well as key alarms and shutdowns. The OMMP will include information as required for DDW permitting.

3.3 In this task the documentation and NSF certification for each piece of equipment required for permitting that is collected by the construction manager will be compiled for the City to submit to DDW.

3.4 During plant startup and commissioning our team will conduct a flavor profile analysis (FPA) to determine the taste and odor of the finished water in a variety of blends with the new treatment facilities online. The FPA will include a brief letter indicating the results for the City.

Schedule and Budget

The cost for this budget amendment is based on a time and materials, not to exceed **\$186,577**. Refer to Table A in this letter for fee schedule summary.

If approved, Hazen could begin work on this immediately or as required by the City with an expected duration of approximately 1 year to match the expected construction time period. The breakdown of schedule is expected to be four months for constructability review, bidding and award; two months for contractor submittals; eight to ten months for construction; and one month for startup and commissioning.

If you have any questions or require additional information on our proposal please call my cell 213-505-6723, or contact me by email at LGrijalva@hazenandsawyer.com.

Sincerely,

Lynn
Grijalva
Lynn Grijalva, PE
Vice President

Digitally signed by Lynn Grijalva
DN: cn=Lynn Grijalva, o=Hazen
and Sawyer, ou=Vice President,
email=grijalva@hazenandsawyer.
com, c=US
Date: 2020.06.11 05:51:52 -0700



TABLE A. FEE SCHEDULE

Hazen	Hazen and Sawyer										TMH	Labor	ODC	Total	Grand Total		
	Principal in Charge	Technical Advisor	Senior Advisor and QA/QC	Project Manager	Project Engineer	Instrumentation Engineer	Structural Engineer	Electrical Engineer	Assistant Engineers	CAD Designers							
	L. Gupta \$250	N. Bate \$200	D. Mackenzie \$200	N. Styles \$190	D. Robinson \$145	V. Malar \$190	W. Dawson \$100	D. Lopez \$180	J. Bate \$135	CAD \$130							
Task 1 - Support During Bidding																	
1.1 Assist with Compiling Bid Documents	4			8	16								28	\$5,032	\$0	\$5,032	\$5,032
1.2 Construction Manager Procurement & Constructibility	2		2	8	10	2					24		46	\$7,186	\$0	\$7,186	\$7,186
1.3 Pre-bid Meeting				2	2								4	\$670	\$250	\$920	\$920
1.4 Review Contractor Bids and Provide Recommendation	4		4	4	8								20	\$4,112	\$0	\$4,112	\$4,112
1.5 Project Management	8			34									42	\$8,844	\$0	\$8,844	\$8,844
TASK 1 TOTALS	18	0	6	64	36	2	0	0	0	24	140	\$25,844	\$250	\$26,094	\$26,094	\$26,094	
Task 2 - Eng Services During Construction (ESDC)																	
2.1 Shop Drawing Review (60 Submittals)	4		16	32	88	20	40	20	80				300	\$50,032	\$0	\$50,032	\$50,032
2.2 RFI and Coordination (30 RFIs)	4		4	8	60								76	\$12,412	\$0	\$12,412	\$12,412
2.3 Construction Meetings (weekly for 1 year, monthly site visit)	2		4	12	70								88	\$14,026	\$2,000	\$16,026	\$16,026
2.4 Control and Automation Coordination Meetings (3)	2			4	9	9							24	\$4,371	\$0	\$4,371	\$4,371
2.5 Startup/Commissioning/Performance Test Oversight	2	4	4	32	40	4							86	\$15,428	\$500	\$15,928	\$15,928
2.6 Training/O&M Manuals	1		8	8	16					16			40	\$8,298	\$0	\$8,298	\$8,298
2.7 Prepare As Built Drawings			4	4	16						40		68	\$10,040	\$0	\$10,040	\$10,040
TASK 2 TOTALS	15	4	40	100	290	33	40	24	96	40	991	\$114,607	\$2,500	\$117,107	\$117,107	\$117,107	
Task 3 - Permitting																	
3.1 Permitting Assistance and Attend up to 3 meetings	16	40		16	16								88	\$22,048	\$500	\$22,548	\$22,548
3.2 Prepare Operations, Maintenance and Monitoring Plan	1		8	12	32					50			103	\$15,968	\$0	\$15,968	\$15,968
3.3 Collect Documentation required for Permitting including NSF Certification	1				4					4			9	\$1,418	\$0	\$1,418	\$1,418
3.4 Conduct Taste and Odor Flavor Profile Analysis (FPA)	2	2	2	2	6								14	\$2,942	\$500	\$3,442	\$3,442
TASK 3 TOTALS	20	42	10	30	58	0	0	0	54	0	214	\$42,376	\$1,000	\$43,376	\$43,376	\$43,376	
TASKS 1-3 GRAND TOTALS	53	48	56	184	393	35	40	24	150	64	1045	\$182,827	\$3,750	\$186,577	\$186,577	\$186,577	



Hazen and Sawyer
800 W. 6th Street, Suite 400
Los Angeles, CA 90017 • 231.234.1080

February 10, 2023

Ms. Carla Dillon, PE
Public Works Director
24300 Narbonne Ave.
Lomita, CA 90717

**Re: Engineering Services During Construction for Cypress Water Production Facility (CWPF)
Upgrades – Proposal for Additional Budget**

Dear Carla:

Hazen and Sawyer (Hazen) is pleased to present this proposal for additional engineering services to support the City of Lomita (City) in delivery of treatment upgrades to treat Cypress Well No. 5. This proposal includes continuing support to the City of engineering services during construction phase (ESDC) and permitting support to assist the City in obtaining approval to operate the new treatment facilities. The duration of the project has extended longer than originally anticipated due to global supply chain issues for materials, requiring additional support for meetings, engineering support and permitting.

The additional scope of work is included in the following existing sub tasks to our current project:

Task 2 - Engineering Services During Construction – Additional Meetings and Review

The scope of work in our contract included review of up to 60 engineering submittals and up to 30 requests for information (RFI) responses. As we work towards the end of construction, we have reviewed 64 engineering submittals and responded to 39 RFIs. Additionally, the duration of the Construction has extended longer than originally anticipated due to supply chain related material delays.

This task also includes additional design services that are required to add additional piping to the backwash tank in order to comply with DDW’s requirements for Granular Activated Carbon (GAC) flushing.

Task 3 - Permitting

Hazen continues providing permitting support to the City which includes preparing an operations, maintenance, and monitoring plan (OMMP) including information required for the State Water Resources Regional Control Board, Division of Drinking Water (DDW). Hazen has successfully permitted numerous facilities using the OMMP template used for this project. The expectation on level of detail in the OMMP from DDW for this project is more than originally anticipated and budgeted for. Additional budget is requested to respond to DDW comments and attend additional meetings with DDW to make sure that all permitting requirements will be met.

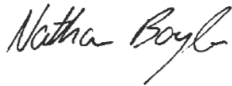
Job no

Fee and Schedule

Our original approved budget was \$186,577. Based on the above additional scope we request a budget amendment of \$28,078, for a total approved budget of \$214,655. An itemized fee schedule is included on page 3 of this letter. We are available to continue working on the project with an anticipated end date of April 2023.

We look forward to continuing to provide service to the City on this project to restore beneficial use of Well No.5 and we appreciate your consideration of this request for additional budget. Should you have any questions regarding our proposal, please contact me at (626)857-6363, or email at nboyle@hazenandsawyer.com

Sincerely,



Nathan Boyle
Project Manager



Hazen and Sawyer
 800 W. 6th Street, Suite 400
 Los Angeles, CA 90017 • 231.234.1080

Fee Schedule – Additional Services for CWPF Upgrades

Hazen	Hazen and Sawyer															Grand Total
	Principal In Charge	Technical Advisor	Senior Advisor and QA/QC	Project Manager	Project Engineer	Instrumentation Engineer	Structural Engineer	Electrical Engineer	Assistant Engineers	CAD Designers						
	L.Grijalva \$298	N.Blute \$298	I.Mackenzie \$250	N.Boyle \$190	D.Rodriguez \$145	A.Makar \$190	W.Dressler \$190	D.Loza \$190	\$135	CAD \$130						
											TMH	Labor	ODC	Total		
Task 2 - Engineering Services During Construction (ESDC)																
2.1 Shop Drawing Review (60 Submittals)											0	\$0	\$0	\$0	\$0	
2.2 RFI and Coordination (30 RFIs)											0	\$0	\$0	\$0	\$0	
2.3 Construction Meetings (weekly for 1 year, monthly site visits)											0	\$0	\$0	\$0	\$0	
2.4 Control and Automation Coordination Meetings (3)											0	\$0	\$0	\$0	\$0	
2.5 Startup/Commissioning/Performance Test Oversight											0	\$0	\$0	\$0	\$0	
2.6 Training/O&M Manuals											0	\$0	\$0	\$0	\$0	
2.7 Prepare As Built Drawings											0	\$0	\$0	\$0	\$0	
2.8 Additional ESDC	2		2	4	13	8		8	14	48	99	\$14,911	\$0	\$14,911	\$14,911	
TASK 2 TOTALS	2	0	2	4	13	8	0	8	14	48	99	\$14,911	\$0	\$14,911	\$14,911	
Task 3 - Permitting																
3.1 Permitting Assistance and Attend up to 3 meetings											0	\$0	\$0	\$0	\$0	
3.2 Prepare Operations, Maintenance and Monitoring Plan											0	\$0	\$0	\$0	\$0	
3.3 Collect Documentation required for Permitting including NSF Certification											0	\$0	\$0	\$0	\$0	
3.4 Conduct Taste and Odor Flavor Profile Analysis (FPA)											0	\$0	\$0	\$0	\$0	
3.5 Additional Permitting Support	2	2		14	27				40		85	\$13,167	\$0	\$13,167	\$13,167	
TASK 3 TOTALS	2	2	0	14	27	0	0	0	40	0	85	\$13,167	\$0	\$13,167	\$13,167	
TASK 2 + 3 TOTALS	4	2	2	18	40	8	0	8	54	48	184	\$28,078	\$0	\$28,078	\$28,078	

Job no



CITY OF LOMITA CITY COUNCIL REPORT

Item No. 7k

TO: City Council

FROM: Ryan Smoot, City Manager

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

MEETING DATE: February 21, 2023

SUBJECT: Professional Services Agreement with Athens Services, Inc. to Provide Street Sweeping Services

RECOMMENDATION

1) Award an Agreement for street sweeping services to Athens Services, Inc. for an amount not to exceed \$162,000 per year for routine sweeping services for a seven (7) year term and allowing for increases based on a formula related to CPI; and 2) Appropriate \$15,000 to account 205-610-5346 for Fiscal Year 2022-23 to cover the additional costs; and 3) Authorize the City Manager and City Clerk to execute the Agreement.

BACKGROUND

The City utilizes contract street sweeping services to perform removal of debris from city streets to improve cleanliness and to comply with stormwater regulations. These services were previously provided by RF Dickson Sweeping, but in recent years RF Dickson was purchased by SCA of CA, LLC (Sweeping Corporation of America) who is the City's current service provider. The City has extended its agreement with SCA to allow time for a bid process to occur and that current extension is set to expire on March 31, 2023.

In August 2022, city staff issued a request for proposals for street sweeping services based upon amended route maps with new days and times for sweeping throughout the City. Two proposals were received on August 24, 2022 from the following companies:

1. Arakelian Enterprises, Inc., dba Athens Services
2. SCA of CA, LLC (Sweeping Corporation of America)

Staff reviewed the proposals by evaluating each company's experience, credentials, proposal, and total costs for the expected needs of the City. After thorough review, staff is recommending the City pursue an agreement with Athens Services, which offered the

services best aligned with the needs of the City. In addition to routine sweeping services, the proposal allows for special event services such as additional cleaning following events, sweeping after a major wind event, or sweeping of sidewalks as requested.

Athens Services provides or has provided these services to many local agencies including Monrovia, Temple City, and Hermosa Beach. In addition, Athens Services also provides solid waste collection services within Lomita. While the city is currently finalizing details of potential amendments to the City's Solid Waste Franchise Agreement with Athens necessitated by new regulations set by the State related to SB1383, it is beneficial for the city to ensure that sweeping services are continued without interruption at the conclusion of the existing agreement. To that end, Athens has agreed to take over sweeping services citywide using the existing routes and services beginning April 1st, 2023, with an understanding that amendments may be necessary or mutually beneficial in the future to allow for amended routes, consolidation of services and other changes as may be desired.

FISCAL IMPACT

Total annual costs under the agreement are expected to be approximately \$147,000 for routine sweeping services during the first year. The annual costs may increase as there is an escalation clause in the agreement. Funds for these services are included in the FY22-23 budget in the Street Sweeping Contract Account 205-610-5346.000 and Contractual Services, 235-350-5345. It is anticipated that expenses for the fiscal will exceed the budget and the recommended action includes appropriating \$15,000 to account 205-610-5346. This agreement has been structured to provide for an annual consumer price index increase.

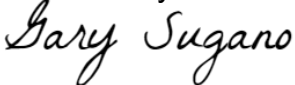
OPTIONS:

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

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/City Engineer



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND ARAKELIAN ENTERPRISES, INC., ATHENS
SERVICES, INC.**

This AGREEMENT for Street Sweeping Services is entered into this 21st day of February 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Athens Services, 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 Street Sweeping Services.
- 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 the rates provided on an as-needed basis for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement. Rates as of agreement are included in **Exhibit B**.
 - i. The total sum to be expended under this Agreement will not exceed \$162,000 in any single year of this Agreement.

- ii. Escalation. This contract will be amended annually on April 1st, beginning April 1, 2024, to adjust prices for inflation. If the Consumer Price Index (“CPI”) for February is greater than the CPI last published for February of the previous year, then the monthly contract amount shall be increased in the same proportion that the CPI in February bears to the CPI last published in February of the previous year. Provided that, if, on March 1, the CPI last published for February is less than the CPI last published for February of the previous year, then no adjustment shall be made in the monthly contract amount, whether or not such monthly contract amount was increased the prior year. For the purposes of the escalation factor, the Consumer Price Index used shall be that published by the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (“CPI”) for all urban consumers in the Los Angeles-Long Beach-Anaheim statistical area. City of Lomita will continue to pay the monthly contract amount previously in effect until the increase, if any, is determined. Thereafter, the monthly contract amount will be paid at the increased rate until the next adjustment date. In the event the compilation or publication of the CPI is transferred to any other governmental department or bureau or agency or is discontinued, the index most nearly the same as the CPI will be used to make such calculations. The maximum increase in any contract year may not exceed 5.0%. Such increase in rates must be approved in writing by the City Manager, and shall not be applied to the extent such escalation would cause the total sum expended under this Agreement for basic services to exceed \$162,000 in any single year of 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 on April 1, 2023 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 Randon Lane. 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 March 31, 2030, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties. The City, at its complete discretion, may extend this Agreement for up to three (3) one-year extensions by providing written notice to contractor at least thirty (30) days prior to the expiration of the Agreement.
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. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors 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 CONTRACTOR for CITY.
2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) 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. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR 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. 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, 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. 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 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 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 preformed 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>Athens Services</u> <u>14048 Valley Blvd.</u> <u>City of Industry, CA 91746</u>

<u>ATTN: City Manager</u>	<u>ATTN: Randon Lane</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:

Trevor Rusin, City Attorney



REQUEST FOR PROPOSALS FOR STREET SWEEPING SERVICES

Release Date: July 21, 2022

Pre-Proposal Meeting: July 29, 2022

Deadline for Submission: August 17, 2022, 5:00 p.m.

Issued By:
City of Lomita
24300 Narbonne Ave
Lomita, CA 90717

**CITY OF LOMITA
REQUEST FOR PROPOSALS**

The City of Lomita is seeking written proposals for Street Sweeping Services as specified in Exhibit A: Scope of Services for a period of seven (7) years, with the option, at the City's sole discretion, to extend for up to three (3) additional years upon successful demonstration of exemplary contract performance. The services and tasks to be performed include the furnishing of all labor, materials, tools, equipment, supplies, tasks and incidental and customary work necessary to competently perform street sweeping services at various City of Lomita (hereinafter referred to as "City") locations.

This request for proposals (RFP) describes the minimum information that must be included in the proposal and the required scope of services as Exhibit A.

GENERAL INFORMATION

Proposal packages should include one (1) electronic version of the proposal on CD, flash drive, or by email. A hard copy may also be mailed or hand delivered during business hours. Contractor's cost proposals shall be submitted in a separate sealed envelope with the proposal. Each proposal must be submitted in a sealed envelope and clearly marked with the Contractor's name, address and phone number:

“PROPOSAL FOR STREET SWEEPING SERVICES”

If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If one document is not clearly marked “ORIGINAL”, the City reserves the right to use any of the proposals as the Original. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

Proposals are to be submitted to the City on or before August 17, 2022 at 5:00 p.m. Proposals received after the stated deadline shall not be accepted. Proposal packages are to be delivered to:

City of Lomita, City Clerk's Office
Attn: Carla Dillon
24300 Narbonne Avenue
Lomita, CA 90717
PublicWorks@lomitacity.com

Proposals will not be opened at the deadline to submit date, but will be submitted to the Public Works Department for verification and compliance with specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate.

A schedule of key dates follows:

ACTION ITEM	DATE(S)
Issue Request for Proposals	July 21, 2022
Pre-Proposal Meeting	July 29, 2022
Last Date for Questions	August 3, 2022
Latest Response Date from City on Questions	August 9, 2022
Proposals Due	August 17, 2022
Conduct Interviews (optional)	August 22-23, 2022
Recommend Firm Selection to the City Council	September 6, 2022
Complete and Execute Agreement	September 14, 2022
Notice to Proceed	September 29, 2022

It is the intent of the City to award a Professional Services Agreement (template attached as Exhibit D) in a form approved by the City Attorney, to the selected Contractor. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with the RFP requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent and the City may award two or more Agreements to different Contractors to ensure the City gets the best quality, and most comprehensive work at a reasonable price. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City.

PROPOSAL CONTENT

All printed proposals shall be submitted as a bound document on standard 8.5" by 11" paper and page numbers on all pages. The proposal documents included in this RFP shall be completed by the company and submitted in the following order:

- i. Cover Letter: Provide a one-page cover letter, which includes the firm name, name, address, and telephone number of the person(s) to be used for contact who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the bidder and to bind the applicant in a contract. The cover letter will include a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. **Any exception on the Contractor's behalf must be stated in the proposal cover letter.**
- ii. Table of Contents: A comprehensive table of contents of the material, including page numbers, should be included in the beginning of the proposal.
- iii. Completed Forms as follows, with accompanying documents:
 - a. Proposer's Statement of Qualifications Form

- b. Cost Proposal Form
- iv. Other requested information:
 - a. Financial Statement. The most current and available presentation of the true condition of the Contractor's assets, liabilities and net worth. This report should include a balance sheet and income statement. If the Contractor is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If Contractor is a publicly held corporation, the most current annual report should be submitted.
 - b. Corporate Structure/Organization. Describe how Contractor is organized, noting major divisions and any parent/holding companies. Provide the proposed organization structure under which the Contractor will provide the requested services to the City including all key personnel.
- v. Any materials not specifically requested for the evaluation, but which the proposer wishes to submit. This may include sales brochures, photographs, general narrative or additional services the Contractor may wish to provide.

QUESTIONS

Questions about this RFP should be submitted by email to Public Works Director, Carla Dillon, PublicWorks@lomitacity.com, no later than August 3, 2022. Responses to all questions will be posted by August 9, 2022 to the City's website at <https://lomitacity.com/current-bids-rfps/>.

EVALUATION CRITERIA AND SELECTION PROCESS

It is the City's intent to select the Contractor(s) with the best combination of qualifications and cost proposal. The selection committee will rank the proposals based upon the materials submitted by the proposing Contractors. The City may request a Contractor to submit additional information pertinent to the RFP. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Bidder. The City retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible.

The selection committee may choose to interview closely ranked Contractors but will not expect or schedule time for elaborate presentations. The City's decision on qualification will be based on the evaluation of several factors including but not limited to the following:

1. Relevant work experience
2. Experience of key personnel
3. Completeness of the proposal
4. Compliance with RFP
5. Customer references
6. Cost proposal

Following the selection of the most qualified Contractor(s), a final budget, schedule and final Scope of Services will be negotiated before execution of the Professional Services Agreement. A template Professional Services Agreement is attached to this proposal as Exhibit D. Modifications may be made to this template by the City as necessary during the negotiation process.

The City shall attempt to negotiate an agreement to perform the work with the Contractor(s) considered to be the most qualified. Should the City be unable to negotiate a satisfactory agreement with the proposer determined to be most qualified, at a price the City determines to be fair and reasonable, negotiations with that proposer will be formally terminated. The City shall then undertake negotiations with the next qualified proposers individually until an agreement is reached.

The selected Proposer(s) (or Contractor(s) as referred to in this RFP) will enter into a professional services agreement with the City to provide these services.

GENERAL TERMS AND CONDITIONS

1. All proposals submitted in response to this RFP will become the sole property of the City upon submittal and a matter of public record pursuant to applicable law.
2. The cost of preparing and submitting a proposal is the sole responsibility of the Contractor(s) and shall not be chargeable in any manner to the City.
3. Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful Consultant.
4. Any documents or drawings resulting from the contract will be the property of the City of Lomita.
5. The proposal shall be valid for a minimum of 90 days.
6. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addendums will be posted on the City web site for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal.
7. All work shall be provided in a professional workmanlike manner in accordance with all applicable laws, regulations and policies, including, but not limited to, all Federal, State and Local safety rules and regulations.
8. The successful Contractor(s) must obtain a City Business License and show proof that they possess any required licenses by the State of California in conformance with performing the duties under this contract.
9. Contractor(s) are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. California State prevailing wage information is available through the California Department of Industrial Relations website at http://www.dir.ca.gov/dlsr/statistics_research.html. Attention is directed to the provisions of Sections 1777.5 and 1776.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Labor categories subject to prevailing wage requirements,

when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Contractor's failure to pay prevailing wages in accordance with State law.

10. The awarded Contractor(s) will be required to submit all bills to the City in the format requested by the City's Public Works Department segregated by category and documentation. The City will request that Pacific Coast Highway and Western Ave are separately itemized in the invoice. Payment to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provisions of this agreement.
11. The Request for Proposals does not commit the City to award a contract, to pay any costs incurred in preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the City to do so. The City may require the proposer selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.
12. Contractor, at Contractor's sole cost and expense and for the full term of the resultant agreement or any extension, shall obtain and maintain at least all of the insurance requirements of the City.

EXHIBITS

Exhibit A – Scope of Services

Exhibit B – Proposer's Statement of Qualifications Form

Exhibit C – Cost Proposal Form

Exhibit D – Professional Services Agreement Template

Exhibit E – Street Sweeping Maps

Exhibit F – Private Street Map

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

SCOPE OF WORK

Contractor shall provide all labor and equipment necessary to perform street sweeping services in the City of Lomita in accordance with this Agreement, on the following terms and conditions.

All streets and alleyways in the City- with or without curb and gutter - must be swept under the terms of this agreement in addition to the specified parking lots. Each section or portion of street that is posted with "street sweeping signs" that temporarily prohibit vehicular parking during the posted times, shall be swept during the posted times. Each section or portion of street that is not posted, either with or without curb and gutter, shall also be swept, according to the schedule provided by the City. Every attempt shall be made to sweep curbside of each street unless prohibited by vehicles or other obstructions that render the provision of service impossible or hazardous in each specific circumstance.

As non-posted streets become posted, the cost for including assurance for sweeping each curb line and gutter or each curbside shall already be included in the unit price for this proposal. Therefore, the event of adding posted streets individually or en masse shall not constitute an increase in the scheduled and required service provision or compensation thereof under the terms of this contract, and shall not be considered, classified or categorized as extra nonemergency work.

The City has recently approved new maps for sweeping, Attachment A. The City Council may consider changes to the maps prior to City modifications of the signs, and at any time during the agreement period. It has been noted that several streets were missed on the maps, and will likely be added to the maps at the start of the contract:

- Woodward Ave from 245th St to Lomita Blvd
- 247th St from Abita Ave to Walnut St
- Abita Ave
- Cayuga Ave from 258th PI to 259th St
- Fairview Ave from Appian Way to 263rd St

Any special attention areas may be added to the list at a later date or covered under an hourly non-emergency basis.

A. Definitions

1) "Streets" shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City.

2) "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper.

3) "Curb-mile" means a swept path not less than eight (8) feet wide for a cumulative total length of 5,280 feet.

4) "Roadbed" means entire street pavement from curb to curb.

5) Hand Sweeping/Vacuuming

Contractor shall remove all visible debris along curbs and medians. Some cul-de-sacs and parking lots require hand sweeping of the corners or vacuumed into the sweeper. Compensation for hand-sweeping/vacuuming shall be considered as included in the scope of work for basic sweeping service, and no separate payment will be made therefore.

6) Scheduled Machine Street Sweeping

Regular machine sweeping of streets shall be accomplished in accordance with additions or deletions as allowed in PARAGRAPH 3.17, ADDITIONS/DELETIONS. Sweeper shall not limit the number of times that the sweeper debris hopper is emptied for any given route in order to meet quality standards identified in PARAGRAPH 3.04. Sufficient water must be used to prevent visible dust.

7) "CITY" or "The City" refers to the City of Lomita

8) "Contractor" or "The Contractor" refers to the winning bidder with whom the City of Lomita approves to begin street sweeping work.

9) Business Hours. For the purposes of this contract, business hours shall be considered from 6 AM to 4 PM Monday through Friday.

B. Description of Required Services and Experience

General. The primary objective of street sweeping is to pick up all debris to ensure the free flow of water in the gutter, reduce materials entering the storm drain system, and to maintain the streets in a state of cleanliness. Contractor shall remove all debris from all streets according to sweeping maps (Attachment A).

In addition, all City parking lots are to be swept on a weekly basis. These include:

- City Hall/County Building and Safety and Hazardous Materials/County Library parking lot located southeast of the intersection of Narbonne Avenue and 242nd St.
- The City-owned Parking Lot located at the Northeast corner of Narbonne Avenue and 245th St. (not currently posted with designated time frames for street sweeping).
- The series of "angled parking stall- parking lots", in addition to and including the accessible locations of their collective contiguous drainage channel. Both the angled parking stall-parking lots and the drainage channel are located along the

west side of Narbonne Avenue, spanning from approximately the northern border of the City to the intersection of Narbonne Avenue and Lomita Boulevard.

- City Lot on the west side of Narbonne
- Two City lots on Eshelman at Lomita Park
- City lot at the Railroad Museum

Items of excessive size, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up and placed in the sweeper by the Contractor. Sweeping shall normally consist of a single pass over an area. Additional passes shall be made as necessary when conditions warrant special attention. Debris collection may require more than one pass in order to sufficiently clean the street. In addition, if sweeper is unable to capture debris around or adjacent to a bulb out, operator shall be required to physically pick up and remove debris or move debris into the path of the sweeper to ensure removal from the area being swept. This service shall be included in the price at no additional cost to the City.

The City of Lomita does possess significant topographical elevation changes that will create additional surface runoff during the rainy season. Services should include and designate the ability to provide equipment capable of cleaning with a brush, when the City requests the service, under conditions that produce mud or excessive rain-related debris carried onto the streets. In particular, this scenario has historically occurred on the streets immediately south of Pacific Coast Highway, such as Hillworth Avenue, Saddle View Road, Pennsylvania Avenue, Viana Avenue, Cypress Street, Lucille Avenue and Narbonne Avenue.

In addition, the City, related to the National Pollution Discharge Elimination Systems (NPDES) permit, does have high priority storm drains for cleaning drains. The City intends the Contractor to be able to adequately clean the streets that directly feed the storm drains, in particular, and it is these streets that would likely be the prime candidates to receive extra non-emergency work in times when additional debris collects. In order to provide sufficient coverage for street sweeping pertaining to the above mentioned NPDES ranked storm drain system, sweeping will be requested and compensated in accordance with Sections below, dependent upon the nature of the City's request.

Extra Sweeping - Emergency

There shall be a maximum two-hour response time for emergency sweeping. Emergency sweeping shall be paid at the rate shown on the proposal sheet.

Extra Sweeping - Non - Emergency

Non-emergency sweeping shall take place no later than the same or next business day after requested by the City or the scheduled date. Non-emergency sweeping shall be paid at the rate shown on the proposal.

Miscellaneous

The City may on occasion have need for sweeping services for sidewalks or the downtown area

Schedule Variations

Whenever the schedule of work is not followed, for any reason, the Contractor shall notify the City.

In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, the Contractor shall make every reasonable effort to provide services during the schedule time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, the Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity on the same day, without impacting the existing, established schedule or causing additional neglect to streets requiring sweeping on the designated day within the designated time frames.

In the event that equipment or operator failure results in designated streets being neglected and, the Contractor shall be responsible for recording and reporting the neglected sweeping noted in the Deficiency/Missed Area Report and reduce the City's invoice proportionately for services not rendered.

Failure of the Contractor to account for and report on the applicable monthly billing statement, of neglected streets not swept during regularly scheduled time frames due to the Contractor's failure to provide services, may be construed as a material breach of contract. If contractor neglects sweeping on designated street, he shall sweep the street at his sole cost, at the City's request or discretion.

Experience

The successful Contractor shall have at a minimum five (5) years' experience in Municipal Street sweeping having successfully undertaken contracts in at least 3 municipal jurisdictions.

Areas to be Cleaned. All City streets including arterial, collector, industrial, residential and commercial, cul-de-sacs, alleys, parking lots, and median curbs shall be swept. The frequency shall be once per week, twice per month, once per month according to the Exhibit E maps.

The entire length of all curbs (including bulb outs, median curbs and curb returns), uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved median noses shall be swept each time the associated street is swept. The entire area of each intersection shall be swept. The balance of each street shall be swept as needed. In any case, no debris shall be left on the street pavement after sweeping is completed.

Within parking lots or other parking areas, debris caught between car stops and major crevices, Contractor shall blow out debris to allow sweeper to pick up or pick up by hand.

Standard of Performance. The Public Works Director, or designee, will make the final determination as to whether the work has been satisfactorily completed and may order the Contractor to re-sweep areas not swept or cleaned in a satisfactory manner. In the event the results of a sweeping are considered unsatisfactory, the Contractor shall sweep or clean the unsatisfactory area again at no cost to the City, within twenty-four (24) hours of request without interruption to the regular street sweeping schedule.

Additional Services. Additional services may include emergency call-outs or other instances as requested by the Public Works Director, or designee. Such services will be requested orally or in writing at least twenty-four (24) hours in advance, whenever practical, except for emergency call-outs. No request for additional services shall necessitate the simultaneous assignment of more than one (1) sweeper unless a greater number is agreeable to the Contractor. Payment for such requests shall be based upon the rate specified in Exhibit C.

C. Changes in Services

During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or amount of street sweeping services. The said increase or decrease shall be by written change order to the Contractor. The unit price for change order sweeping shall be at the contract unit price specified in Exhibit C. The proposal shall also include a net increase in curb-miles that would trigger a change order and the rate of additional miles or added time.

D. Schedule of Performance

Street Sweeping Schedule

1) Days. Routine street sweeping shall be conducted Tuesday through Friday unless otherwise approved by the Public Works Director.

2) Hours. Standard operating hours for sweeping under this Agreement shall be determined by the City and the Contractor in accordance with approved maps (Exhibit E). The City will recently approved the sweeping schedule maps and may consider amendments prior to implementation. Following award of the contract, City staff will begin to make changes to street sweeping signage, and anticipates a grace period for parking enforcement of new schedules.

Contractor shall complete all sweeping as scheduled; mechanical failure or personnel problems shall not be the acceptable reason for failure to perform services. No changes to the sweeping schedule will be allowed without the prior approval of City.

3) Holidays

All sweeping is to be completed according to Exhibit E, except on the following Holidays:

New Year's Day, January 1	Day after Thanksgiving Day
Martin Luther King Jr. Day	Christmas Day, December 25
President's Day	December 26
Memorial Day	December 27
Independence Day, July 4	December 28
Labor Day	December 29
Veterans Day	December 30
Thanksgiving Day	December 31

The City will not pay for sweeping services on Holidays, as services will not be provided.

E. Changes in Schedule Due to Weather Conditions

Scheduled sweeping shall not be canceled for inclement weather by the street sweeping Contractor without approval of the Public Works Director or her/his designee. During inclement weather a two-hour standby period will be observed before a day of scheduled sweeping will be canceled. City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to inclement weather and cancellations without the approval of the Public Works Director or her/his designee.

F. Disposal and Recycling of Materials

The Contractor shall transport and dispose of all sweeping in accordance with all City, County, State, and Federal requirements.

To the extent possible, Contractor shall divert or compost all street sweepings from landfills. Contractor shall be entitled to no other income, expenses or charges from the City for disposing of sweepings at any disposal site within or outside the City limits. The Public Works Director may, at any time, require the Contractor to relocate, completely remove or discontinue use of such disposal sites.

The Contractor shall report on a monthly basis the tonnage of sweepings collected and the tonnage disposed of at a composting or recycling center and the name and address of the facility. The contractor shall also provide the city with the pertinent information from the composting or recycling facility certifying the % of material processed that is disposed at landfill and where is material sent after collection and processing at the facility.

G. Street Sweeping Equipment

The Contractor shall, as a minimum, keep their equipment well-maintained, neatly painted and meet other reasonable standards as may be established by the Public Works Director. Adequate back-up equipment must be available at all times to service

the City. Contractor shall submit in its proposal a listing of all equipment (including back-up equipment) proposed to furnish under this Agreement (including year, make, and condition). The City may, at its sole discretion and expenses, require an annual inspection of Contractor's equipment.

The Contractor shall use a sweeper fleet appropriate for servicing the City including streets, medians, alleys, parking lots, and angled parking. It is the Contractor's responsibility to determine the best sweeper for each area to be adequately and safely swept. The fleet shall include a fleet of vacuum and broom sweepers, as appropriate, for meeting all requirements of this Agreement and all regulatory requirements of outside agencies such as the South Coast Air Quality Management District (AQMD), the California Air Resources Control Board, and the Municipal NPDES Permit No. CAS004004.

Vehicles and equipment used in accordance with sweeping activities must meet all applicable local, state, and Federal air quality laws, rules, and regulations including but not limited to the South Coast Air Quality Management District Rule 1186 relating to alternative fueled sweeping equipment. Equipment shall meet all applicable certifications for PM 10 and other pollutants as set forth by the South Coast Air Quality Management District. Consultant shall submit proof of certifications to the City on a bi-annual basis.

All vehicles must be maintained in good repair, appearance, and sanitary conditions at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. A City representative shall have the right to cease Contractor's operations immediately, upon inspection of any vehicle/sweeper deemed unsafe or unsatisfactory during performance of the Agreement.

All vehicles and equipment used by the Contractor within the City limits must be clearly identified, on each side of the vehicle or equipment, with the name of the Contractor and telephone number.

The contractor shall have a magnetic sign easily legible from a distance of fifty (50) feet along indicating this sweeper is providing service under a contract with the City of Lomita. All equipment must be equipped in accordance with State laws, including safety hazard lights visible from the rear that operate independently of the brake lights. Sweepers must be equipped with mobile communications to the Contractor's dispatch office.

Equipment and Use of Equipment. Contractor's street sweeping equipment shall meet the following requirements:

- A. Contractor shall use street sweeping equipment in conformance with the highest standard of street sweeping. Street sweeper speed and broom pattern shall be in accordance with the manufacturer's recommendations. While operating, street sweepers at work shall not exceed a **maximum speed of 7 mph**; sweepers when driven shall have a maximum of the posted speed limit.

- B. Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City streets of paper, dirt, rocks, leaves and debris.
- C. Contractor shall maintain all equipment. Equipment should be clean and in good mechanical condition, uniformly painted and numbered.
- D. Contractor shall use equipment deemed acceptable by express approval of the Public Works Director. The Contractor shall provide a minimum of one (1) relief sweeper for each sweeper planned to be used to perform the contract work. The Contractor shall have all sweepers return to the contractor's yard for washouts and hopper cleaning. All equipment shall be:
 - a. Standard full size motorized street sweeper;
 - b. An air regenerative sweeper equal to or larger than a Tymco 600, or shall be a vacuum sweeper with equal pick up capabilities, with dual gutter brooms;
 - d. No more than five years in age;
 - e. Maintained in top running condition, including arriving clean, in proper working condition, and fueled for each daily schedule;
 - f. Equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time;
 - g. Equipped with a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Lomita". The sweeper shall also be identifiable with the company name and phone number on each side along with office telephone number.
 - h. Alternative equipment may be used for specific areas (i.e. narrow streets and alleys) if noted in the proposal with detailed explanation provided.
- E. Contractor's equipment shall be subject to inspection by the Director of Public Works or Designee and upon notification in writing to the Contractor that any equipment does not comply with the standards herein, such equipment shall be removed from, service by the Contractor and not again so used until inspected and approved in writing by the Director or of Public Works or Designee.
- F. Sweeper must have a dual cutter broom.
- G. All vehicles shall be equipped with an operational rotating amber light when parked or used on public streets. Contractor shall use light warnings instead of loud sound signals except where required by law for the protection of personnel.
- H. The Contractor shall submit a list of equipment he/she intends to use in the City of Lomita as part of the proposal package.

- I. Water for Dust Control. The Contractor shall provide sufficient water for use street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to the Contractor provided a metering device is used to record usage. The Contractor is to coordinate with the Public Works Director in advance to identify the regular location(s) for water access. Access to water/hydrants without a meter is prohibited. All water provided by the City must be metered by devices rented (with deposit) to the Contractor. Contractor shall bring any such metering devices to the City's Public Works Yard to be read at a date to be determined by the Public Works Director. Contractor shall comply with all rules and regulations of the City relating to the use of water. Failure to comply may result in the City's refusal to furnish water to the Contractor. If Contractor obtains water outside of the City water service area, the contractor is responsible for payment to water purveyor. Within the City of Lomita, Cal Water provides water service to a small region in the southwestern section (Palos Verdes Dr N west of Western, Via Madonna, Via Marquette, Rolling Vista Dr, etc) of the City. To the southeast of Western and Palos Verdes Dr N, LA Department of Water and Power has limited service. The magnetic sign stating service being provided under Contract for Lomita shall be visible while obtaining water from hydrants.

H. Special Equipment

The Contractor shall have all sweepers servicing the City equipped with a GPS Navigation System which provides:

- real-time GPS tracking of vehicles with a maximum update time of three (3) minutes;
- historical GPS data by vehicle for a minimum of sixty (60) days;
- speed monitoring of vehicle;
- Report capability on demand, to provide activity data, route, start/stop times and locations, idle time, speed record by day or route.

I. Equipment Storage

The Contractor shall be responsible for all costs associated with equipment storage. No material and equipment shall be stored where it will interfere with the free and safe passage of public or traffic. At the end of each day's work and at all other times when sweeping operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the roadway and open it for use by traffic.

J. Traffic Counters

The City may at various times and locations temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by the Contractor to avoid damaging said equipment. If the Contractor, while in the performance of its contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, the Contractor shall bear the entire cost for the restoration, repair,

inspection, testing or replacement of said damaged equipment. The City will endeavor to let the contractor know of the location of any such equipment it has requested to be placed in the roadway.

K. Parking Enforcement Officer – Coordination

The City may use a Parking Enforcement Officer to cite vehicles for parking during street sweeping hours. The Contractor shall coordinate their sweeping activities with the Parking Enforcement Officer, including route of travel. All costs for coordination are the responsibility of the Contractor, and no additional compensation will be allowed. The City's Parking Enforcement Officers will follow the chain of command in identifying deficiencies or missed areas.

L. Contractor/City Communication

Throughout the period of this Agreement, the Contractor shall establish and maintain an office and have an authorized Supervisor as the point of contact for communications with the City.

The Contractor's office shall have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by the City. Contractor shall respond and provide emergency service within three (3) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

Contractor shall report to the Director of Public Works any encroachment of vegetation which impairs one's ability to sweep.

The Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor.

M. Contractor's Employees

Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City. Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License as applicable issued by the State of California.

Should for any reason an employee be unsatisfactory in the opinion of the City, the Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory employee.

Prior to returning a removed employee to work within the City, the Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with its employees working within the City will result in sweeping operations being suspended until further notice, and cause for contract termination. The City may enter a contract with another party for street sweeping services during such a suspension, and the Contractor will be liable for all costs. A review for possible contract termination will be initiated by the City if Contractor has three (3) incidents of employee misconduct any time during the first five years of approved contract for street sweeping services.

Level of Supervision. The Contractor shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor or his/her representative shall check with the Department of Public Works weekly as to (1) schedule of work, (2) complaints and (3) adequacy of performance. The Supervisor shall be in the City at least 10% of the time while work is in progress. The Contractor shall be penalized Five Hundred Dollars (\$500) per month for failing to have a supervisor in the City at least 10% of the route hours per month.

Approval of Supervisor. The Supervisor shall be someone other than the labor type of employee provided in this agreement. The Contractor shall provide in writing to the City (before starting work under this agreement) the name of the Field Supervisor. After approval of the Field Supervisor, the Contractor may substitute another individual provided the Contractor makes a written request to the City and said request is approved. The Supervisor should have at least two years practical experience in supervision.

Emergency Telephone Numbers. The Contractor shall provide the City throughout the duration of this agreement at least two (2) telephone numbers of qualified persons who can be called anytime that the Contractor's representative is not immediately available at the job site. An emergency 24-hour number shall also be provided. The emergency number shall be to contact a representative of the Contractor who can take the necessary action required to alleviate an emergency condition.

N. Sweeping Practices

The Contractor shall at all-time use good sweeping practices as dictated by standards within the sweeping industry and will make adjustment to its equipment as necessary. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering. Sweeping practices include, but are not limited to the following:

- 1) Sweeping speed shall be adjusted to street conditions with a maximum speed of seven (7) miles per hour. Patterned concrete medians, intersections, and crosswalks

shall be swept at a maximum speed of three (3) miles per hour. The City may require the installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping. The City may consider alternate speeds if manufacturer's recommendation and industry standards state that alternate speeds are safe and effective.

2) Sweepers shall be operated as close to parked cars or other obstacles as safety allows.

Barriers. The Contractor shall provide all labor, materials and equipment to install barriers advising the public of hazards due to cleaning. Upon completion of the work, the Contractor shall promptly remove all signs and warning devices.

When performing work under this agreement, should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the City may direct attention to the existence of a hazard. The necessary warning and protective ensures shall be furnished and installed by the Contractor, at the Contractor's expense.

Possible Area Closure. In the event any of the work area is unusable for any reason, including acts of nature or vandalism, the Director of Public Works may declare a closure of any portion of the work area. The Contractor shall not be entitled to compensation for any portion of the work area closed by the Director of Public Works.

Parking Lot Cleaning. Prior to sweeping, the Contractor will inspect parking lots for areas of heavy oil deposits or excessive oil buildup, and where present will be treated with absorbent material to absorb excess oil. Absorbent will be swept up and disposed in designated container for oily waste at the City yard.

Materials to be Provided by Contractor The Contractor at his/her own cost and expense shall furnish all necessary materials, and tools supplies of good quality and in the amounts necessary to fulfill this agreement and to accomplish an acceptable and professional level of cleaning.

O. Routing and Sweeper Availability

Street sweeping routes shall be developed and proposed to the City by the Contractor and shall be subject to the approval of the Public Works Director. Routes and schedules shall be consistent with the Street Sweeping Scheduling Maps (Exhibit D) and the sweeper shall stay off of private streets (Attachment F). The City will consider requests by the Contractor for minor modifications to the Scheduling Maps if included in the proposal. Changes to the street sweeping schedules require City Council approval.

Sweeping routes shall be provided to the City no later than seven (7) days prior to the initiation of sweeping operations or changes in operation and subject to the Public Works Director approval. The City reserves the right to request changes in routing or

hours of operation at any time. Any and all sweeper breakdowns and repairs shall be reported immediately to the Public Works Director, or designated representative.

Any changes to the routes or sweeping schedule shall include a version and date approved by the City to avoid confusion. The most current schedule and route shall be carried in the sweeper.

P. Construction-Related Problems and Storm Debris

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within five hundred (500) feet of an identified construction site, and is reported immediately to the city when discovered. However, the Contractor is required to totally clean all dirt and debris carried by traffic to areas beyond this limit. Storm clean up and sweeping must be completed as soon as possible. Night sweeping may be permitted for normal storm cleanup, if authorized by the City.

Q. Records and Reports

Along with the invoice for services, a report shall be submitted to the City, monthly, comprising the following:

- 1) Daily Log Report. The Contractor shall keep a daily log of all streets swept and a description of any special services performed. The log shall be signed by the Supervisor on a daily basis. Each month, a report shall be prepared from the daily log giving a brief description of all routine special and emergency activities. The log should also include data such as date, time, and speed with which sweeping occurred each day.
- 2) Deficiency/Missed Area Report. The Contractor is required to correct any deficiencies in sweeping and state the reason. Recurring deficiencies will require a corrective action plan. Any missed streets, routes or lots shall be proportionately deducted from the invoice.
- 2) Emergency Calls. The Contractor shall maintain a log of emergency calls for the City, and information shall be submitted to the City, as part of the monthly report, in an easy to read format.
- 3) Amount of Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris collected and disposed during sweeping activities. This information, required as part of the City's NPDES permit, must be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.
- 4) Recycled Debris. The Contractor shall maintain a separate measurement and record detailing the amount of debris deposited at a composting or recycling facility. The record shall also identify the name and address of the facility along with other required information. This information shall be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.

5) Complaints. Complaints received by the City regarding the Contractor's performance will be transmitted to the Contractor's office in writing, by telephone, or email, and handled by the Contractor's Supervisor. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Contractor. A report of the Contractor's investigation and the corrective action taken shall be made promptly by the Contractor to the Public Works Director.

Repeat complaints may be handled by a joint visit to the site by a City Inspector and Contractor's Supervisor. Complaints received directly by the Contractor shall be submitted in writing electronically to the City on the day such complaints are received. Contractor shall maintain a log of complaints received and corrective actions implemented which shall be submitted to the City each month.

6) Equipment Maintenance/Repair Report. Contractor shall report any maintenance or repairs done on street sweepers servicing the City. This information shall be submitted as part of the monthly report in an easy to read format.

R. Restoration and Repair, Obstructions and Clean Up

The Contractor shall become familiar with all existing installations, both public and private, on the work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. All fences, wall, slopes, landscaping, and other obstructions which are removed, damaged, or destroyed in the course of work shall be replaced and/or repaired, at the Contractor's expense, to the original condition and to the satisfaction of the City. Failure to have such damages repaired in a timely manner will result in the City deducting from the Contractor's payment the cost to perform the necessary remedial work.

Spills Material or Equipment Spills. The Contractor shall make additional passes on street routes to pick up any spillage of sweeping materials, debris dropped during turns, or crossing of cross gutters prior to moving to the next area.

The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance must be made by the operator and the area cleaned within two hours. If it is determined by the Public Works Director, or his designee, that the Contractor has failed to execute a proper cleanup, any/all costs incurred by City to do so will be deducted from the following invoice to be paid to Contractor.

Stormwater BMPs, Training, and Documentation

The contractor shall comply with stormwater-related training required under Municipal NPDES Permit No. CAS004004. This may involve implementing and maintaining specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required. 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 to the City.

S. Miscellaneous Safety and Other Regulations

1) Equipment and Vehicle Defects. All equipment or vehicle defects disclosed by any governmental official and not requiring immediate correction shall be corrected by the Contractor within two (2) weeks of notification.

T. Cooperation with Utility and Other Companies

Work within the City by utility and construction companies may be progressing concurrently with the work under this Agreement. It is the responsibility of the Contractor to be informed of work planned by these parties and to coordinate street sweeping work accordingly. The City requests that utility companies avoid work in street on posted street sweeping days; however, that is not always possible.

U. City Special Events

Contractor will provide street sweeping services free of charge in conjunction to a maximum of three (3) "Major" City sanctioned special events each year. City will provide Contractor thirty (30) day prior notice of scheduled event. The sweeping would be focused in the event area and associated City parking lots.

V. Contract Term

The term of the contract shall be for a period of seven (7) years, with an option for renewal for three (3) one-year extensions, on an annual basis, based on the contractor performance. The City reserves the right to unilaterally terminate the Agreement at any time upon thirty (30) days written notice to the contractor.

If the City chooses to extend the contract, a formal letter will be sent to the contractor advising contractor of the one (1) year extension. This process will be used for each of the optional two (2) years. In determining whether the Agreement should be extended, the City will evaluate the performance of the contractor and determine whether the contractor's performance is satisfactory.

Escalation. This contract will be amended annually on October 1st to adjust prices for inflation. If the Consumer Price Index ("CPI") for August is greater than the CPI last published for August of the previous year, then the monthly contract amount shall be increased in the same proportion that the CPI in August bears to the CPI last published in August of the previous year. Provided that, if, on September 1, the CPI last published for August is less than the CPI last published for April of the previous year, then no adjustment shall be made in the monthly contract amount, whether or not such monthly contract amount was increased the prior year. For the purposes of the escalation factor, the Consumer Price Index used shall be that published by the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index ("CPI") for all urban consumers in the Los Angeles-Long Beach-Anaheim statistical area. City of Lomita will continue to pay the monthly contract amount previously in effect until the

increase, if any, is determined. Thereafter, the monthly contract amount will be paid at the increased rate until the next adjustment date. In the event the compilation or publication of the CPI is transferred to any other governmental department or bureau or agency or is discontinued, the index most nearly the same as the CPI will be used to make such calculations. The maximum increase in any contract year may not exceed 5.0%.

New street sweeping areas, as developed or assumed by the City, may be added to the Service Agreement. Such additional scope of work will be considered change orders to the initial contract, and the value will be based on service unit prices provided in (Exhibit C), if applicable, and/or negotiated between the two parties of the contract.

Failure to Sweep. Should the Contractor fail to sweep, the City will deduct from the Contractor's next monthly payment a sum of money equal to the number of hours not swept divided by the number of hours to be swept during the month times the monthly payment.

REQUIRED CONTRACT REPORTS

- A. Daily Log Report
- B. Deficiency/Missed Area Report
- C. Emergency Calls
- D. Amount of Debris
- E. Recycled Debris
- F. Complaint Log
- F. Equipment Maintenance/Repair Report

EXHIBIT B

PROPOSER'S STATEMENT OF QUALIFICATIONS FORM

Exhibit B – Proposer’s Statement of Qualifications Form

Please provide requested information in full. Proposers who do not provide the requested information or submit a full and complete Proposer’s Statement of Qualifications Form may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City.

1. CONTRACTOR INFORMATION

The primary contact shall be the person with the authority to negotiate contracts with the City.

Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture: _____

Primary Contact and Title: _____

Legal Address of Contractor: _____

Primary Contact Phone Number: _____

Primary Contact Email Address: _____

Number of employees: _____ Number of years in business: _____

Federal Employer I.D. Number.: _____

A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures and/or corporate officers having a principal interest (10% or greater) in the proposing firm.:

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

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

Any failures or refusals to complete a contract and explanation:

2. DESIGNATION OF SUBCONTRACTORS

Provide a list of all subcontractors to perform work on this contract, including relevant licenses, permits, and certifications. Attach a separate sheet, if necessary.

Subcontractor Name, Phone, Email	Work to Be Performed	Relevant Licenses, Certifications, Permits

3. CONTRACTOR'S AND SUBCONTRACTOR'S QUALIFICATIONS

Describe Contractor's experience in providing relevant services, including any relevant work for governmental agencies. Include a description of Contractor's and any subcontractor's core-competency and experience with similar work that is described in the Scope of Services. Attach a separate sheet, if necessary.

4. LICENSES AND CERTIFICATIONS

Provide a listing of any relevant certifications, permits, or licenses for Contractor's or subcontractor's personnel and equipment use, including:
Describe below each certification or license, if it is held by the Contractor or subcontractor personnel,

the license number and type. Copies of licenses and certifications must be provided at time of proposal submission and be kept current throughout the entirety of the contract.

5. WORK STATEMENT AND QUALITY CONTROL PLAN

Provide a statement of Contractor's understanding of the work to be done, a description of the methods and techniques to be used by the proposer to achieve the objectives of the contract, and a positive statement of commitment to perform the work that is described in the Scope of Services. Proposer must reference all duties as listed in the Scope of Services. Proposer must note any services NOT provided by their firm. Attach a separate sheet, if necessary.

Describe if and how promptly Contractor will provide services in the case of overnight or weekend emergency repairs.

Describe how Contractor shall seek to attain the quality of service set forth in the RFP. Describe the firm's quality control processes that will be adhered to during the term of the agreement, such as the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

6. LIST OF REFERENCES

Please provide current references for 3 past or existing clients of similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. References for public agency projects are preferred.

- A. Client: _____
 Contact Name / Title: _____
 Phone Number / Email Address: _____
 Description and date of services provided: _____
- B. Client: _____
 Contact Name / Title: _____
 Phone Number / Email Address: _____
 Description and date of services provided: _____
- C. Client: _____
 Contact Name / Title: _____
 Phone Number / Email Address: _____
 Description and date of services provided: _____

7. PROOF OF INSURANCE

In a separate attachment, provide proof of insurance, as specified in the attached Professional Services Agreement.

8. ORGANIZATIONAL CHART

In a separate attachment, provide an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms.

After contract execution the Contractor should not substitute key personnel (project managers and others listed by name in the cost proposal) without prior written approval from the City. The Contractor must request and justify the need for the substitution and obtain approval from the City prior to use of a different sub-Contractor on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost.

Contractor's Signature: _____ Date: _____

EXHIBIT C

COST PROPOSAL FORM

Exhibit C – Cost Proposal Form

Please provide requested information in full. Proposers who do not provide the requested information or submit a full and complete Cost Proposal Form may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City. Cost proposals, both printed and electronically, shall be submitted in a separate sealed envelope with the proposal.

Route/Scheduled Day /Time	Cost per 2-hour window of sweeping
Weekly Friday, 6 AM to 8 AM	
Weekly Friday, 8 AM to 10 AM	
Weekly Friday, 10 AM to 12 PM	
1 st Wednesday, 8 AM to 10 AM	
1 st Wednesday, 10 AM to 12 PM	
2 nd Wednesday, 8 AM to 10 AM	
2 nd Wednesday, 10 AM to 12 PM	
1 st Thursday, 8 AM to 10 AM	
1 st Thursday, 10 AM to 12 PM	
1 st Thursday, 12 PM to 2 PM	
2 nd Thursday, 8 AM to 10 AM	
2 nd Thursday, 10 AM to 12 PM	
2 nd Thursday, 12 PM to 2 PM	
1 st Friday, 8 AM to 10 AM	
1 st Friday, 10 AM to 12 PM	
1 st Friday, 12 PM to 2 PM	
2 nd Friday, 8 AM to 10 AM	
2 nd Friday, 10 AM to 12 PM	
2 nd Friday, 12 PM to 2 PM	
3 rd Wednesday, 8 AM to 10 AM	
3 rd Wednesday, 10 AM to 12 PM	
4 th Wednesday, 8 AM to 10 AM	
4 th Wednesday, 10 AM to 12 PM	
3 rd Thursday, 8 AM to 10 AM	
3 rd Thursday, 10 AM to 12 PM	
3 rd Thursday, 12 PM to 2 PM	
4 th Thursday, 8 AM to 10 AM	
4 th Thursday, 10 AM to 12 PM	
4 th Thursday, 12 PM to 2 PM	
3 rd Friday, 8 AM to 10 AM	
3 rd Friday, 10 AM to 12 PM	
3 rd Friday, 12 PM to 2 PM	
4 th Friday, 8 AM to 10 AM	
4 th Friday, 10 AM to 12 PM	
4 th Friday, 12 PM to 2 PM	

Monthly Tuesday, 6 AM to 8 AM	
Monthly Tuesday, 8 AM to 10 AM	
Monthly Tuesday, 10 AM to 12 PM	

Additional Sweeping Services	Cost
During business hours	\$ _____ per _____
After Business hours (evenings, weekends, holidays)	\$ _____ per _____
Emergency During business hours	\$ _____ per _____
Emergencies After Business hours	\$ _____ per _____
Sidewalk sweeping during Business hours	
Sidewalk sweeping after Business hours	

Changes	
Net addition of curb miles that will trigger a change order:	
Price per curb mile added (above trigger):	

In a separate attachment, Proposer is required to submit hourly rates for all types of personnel required to perform the services described in this RFP, including hourly rates for 24-hour emergency service calls, including removals and trimmings, with a response time of no more than four (4) hours. Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

Pursuant to and in compliance with your Request for Proposals and the other documents relating thereto, the undersigned proposer, having familiarized himself with the work as per the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform, the contract and complete in a workmanlike manner all of the work required in connection with professional Street Sweeping Services services in the City, all in strict conformity with the specifications and other contract documents on file at the office of the City Clerk.

Contractor's Signature: _____ Date: _____

CERTIFICATION OR PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer:

By:

(Authorized Signature) Type Name:

Title:

Date:

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT TEMPLATE



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND _____**

This AGREEMENT for _____ Project is entered into this day of , 202_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and _____ ("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 _____.
- 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 \$_____ 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 . 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 _____, 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 it is 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. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors 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 CONTRACTOR for CITY.
 2. 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.
 3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR 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. 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, 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. 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 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 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 preformed 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>ATTN: City Manager</u>	<u>ATTN:</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.

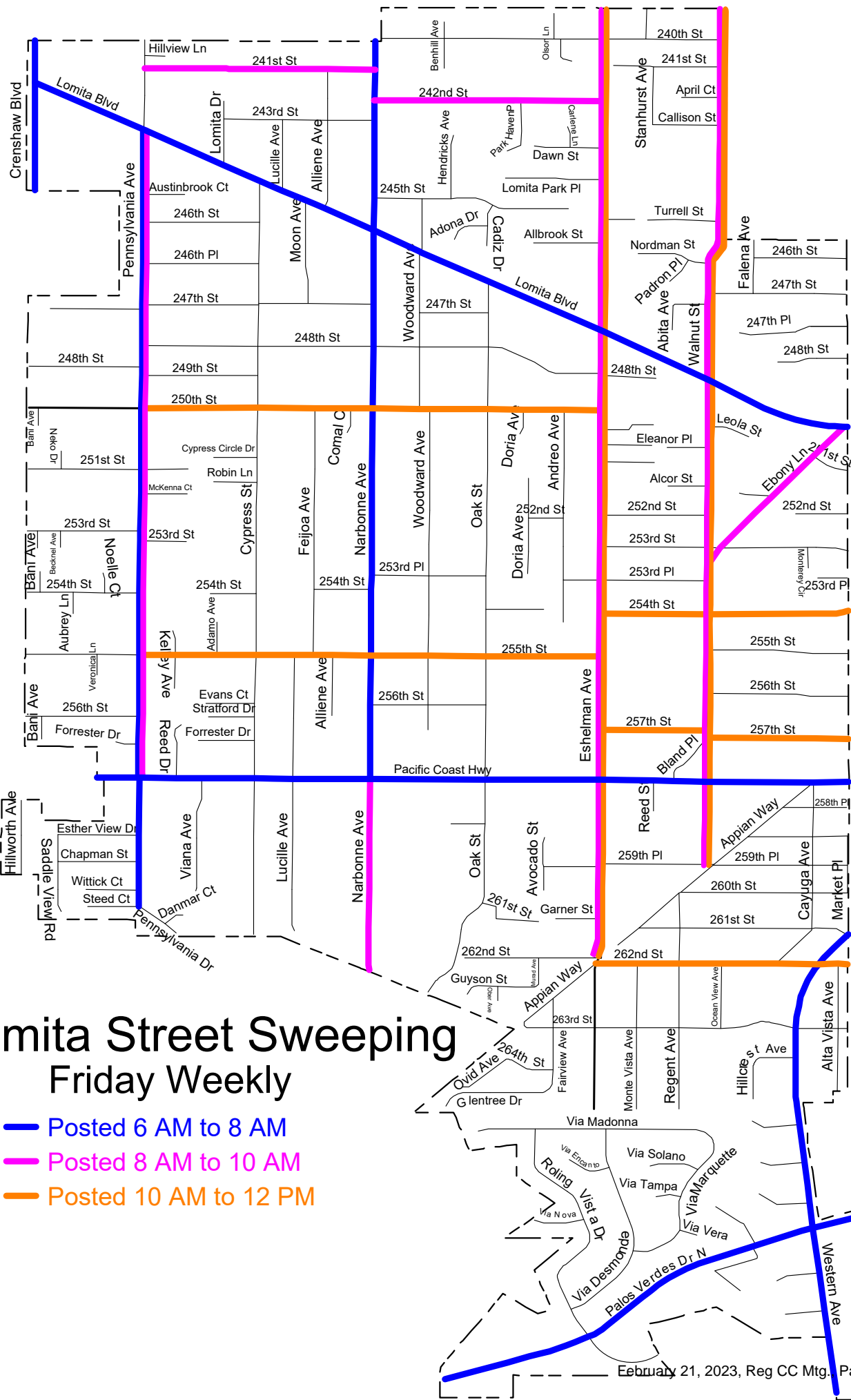
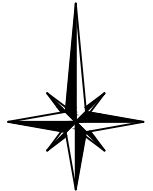
APPROVED AS TO FORM:

City Attorney

EXHIBIT E

STREET SWEEPING SCHEDULE MAPS

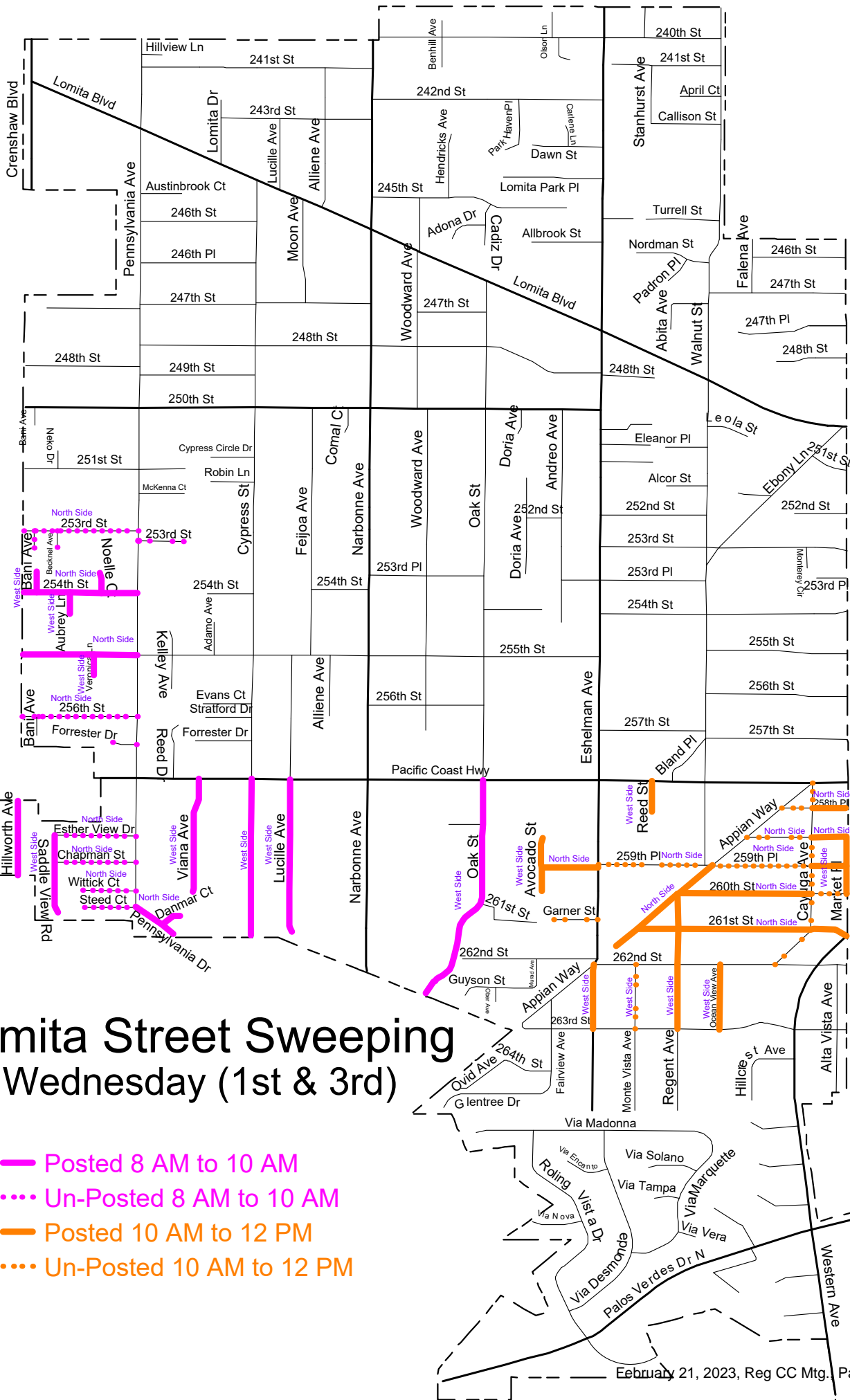
Weekly Schedule



Lomita Street Sweeping Friday Weekly

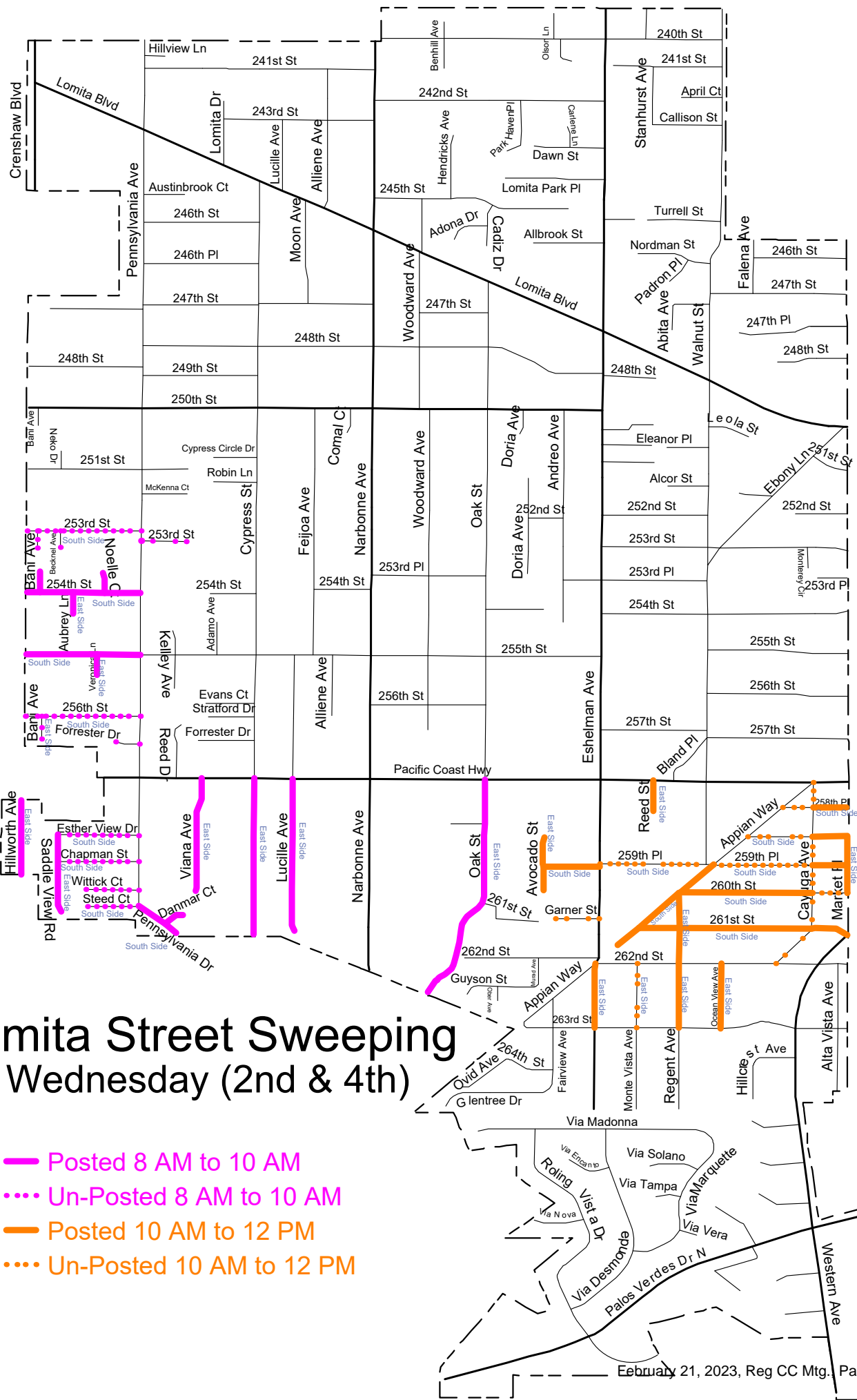
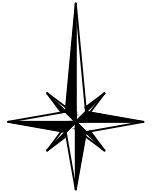
- Posted 6 AM to 8 AM
- Posted 8 AM to 10 AM
- Posted 10 AM to 12 PM

Twice Monthly Schedule



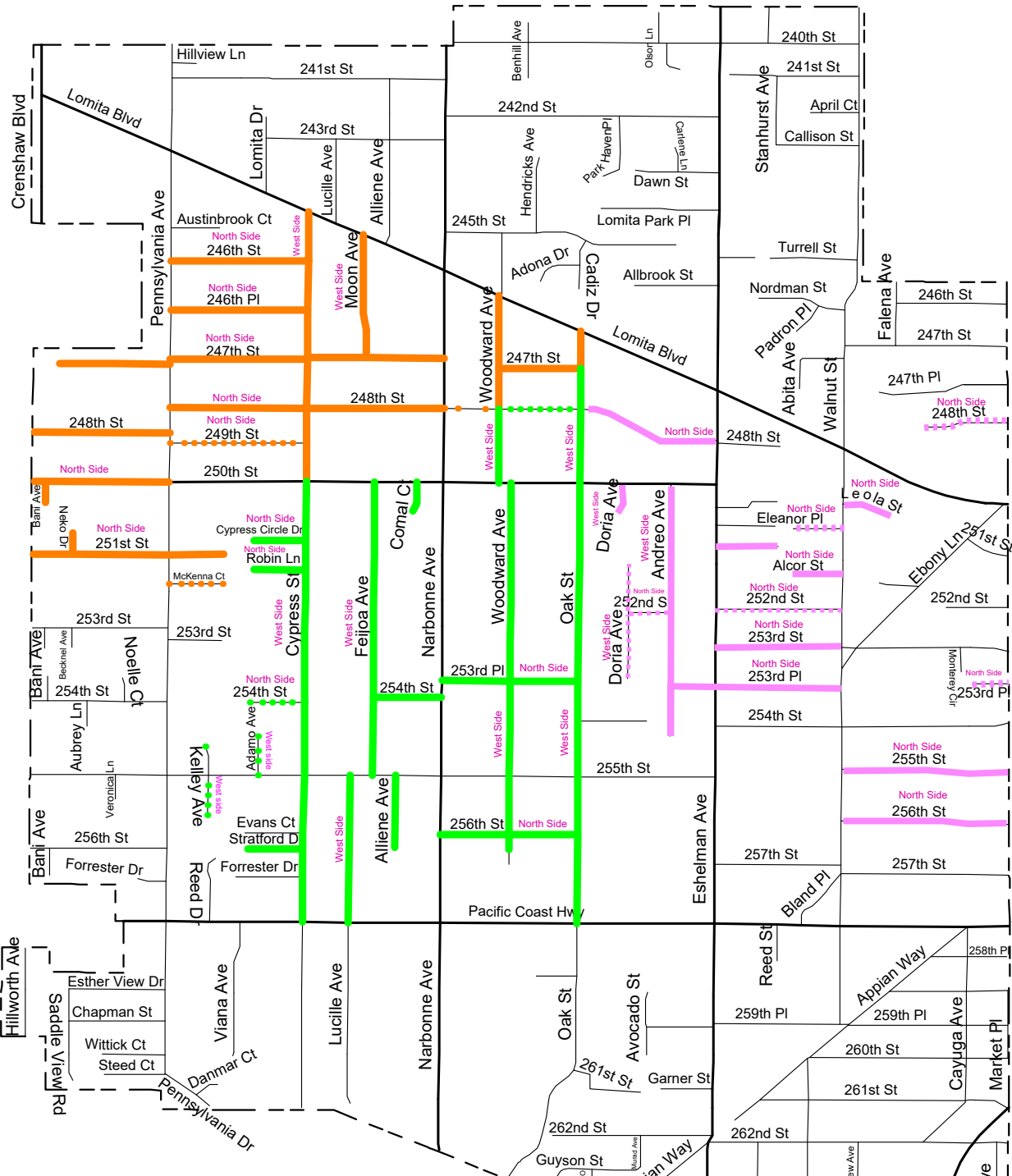
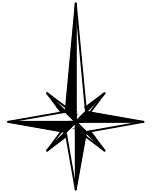
Lomita Street Sweeping Wednesday (1st & 3rd)

- Posted 8 AM to 10 AM
- ⋯ Un-Posted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- ⋯ Un-Posted 10 AM to 12 PM



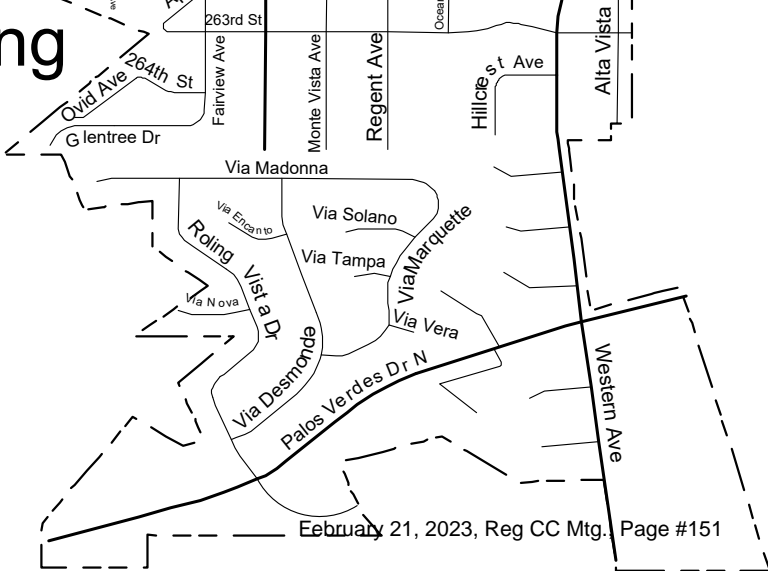
Lomita Street Sweeping Wednesday (2nd & 4th)

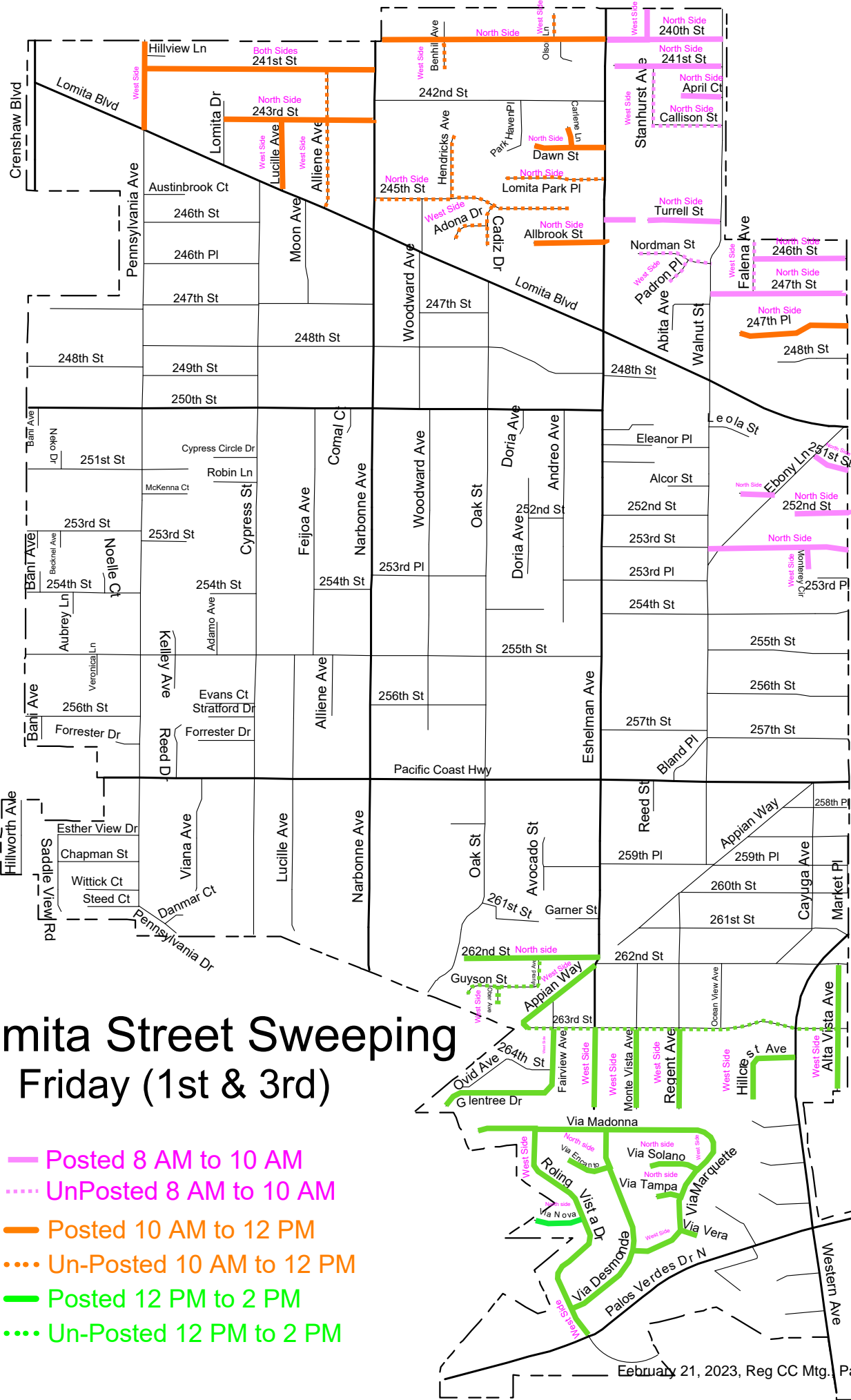
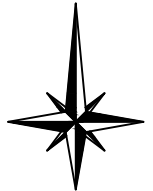
- Posted 8 AM to 10 AM
- ⋯ Un-Posted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- ⋯ Un-Posted 10 AM to 12 PM



Lomita Street Sweeping Thursday (1st & 3rd)

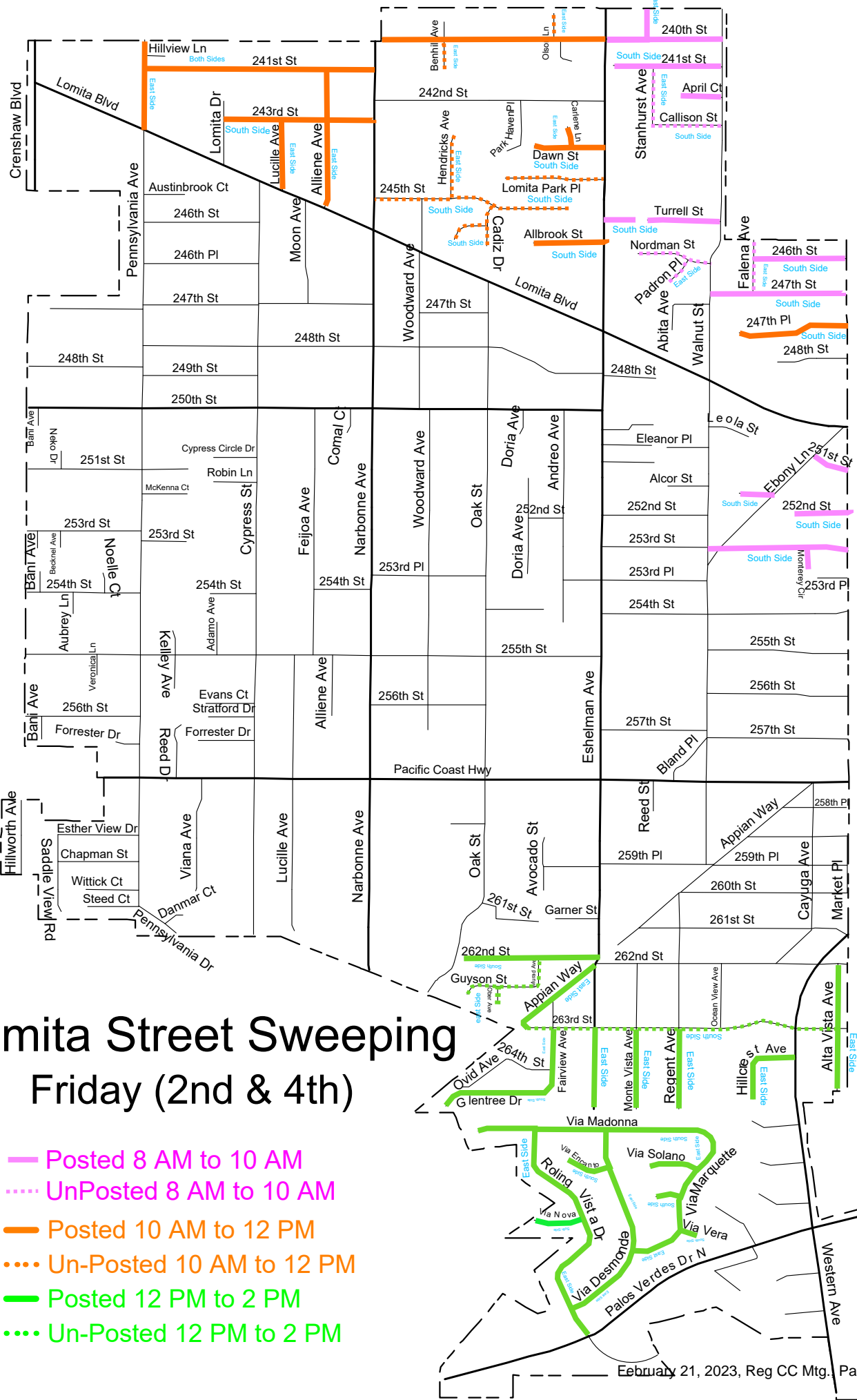
- Posted 8 AM to 10 AM
- ⋯ UnPosted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- ⋯ Un-Posted 10 AM to 12 PM
- Posted 12 PM to 2 PM
- ⋯ Un-Posted 12 PM to 2 PM





Lomita Street Sweeping Friday (1st & 3rd)

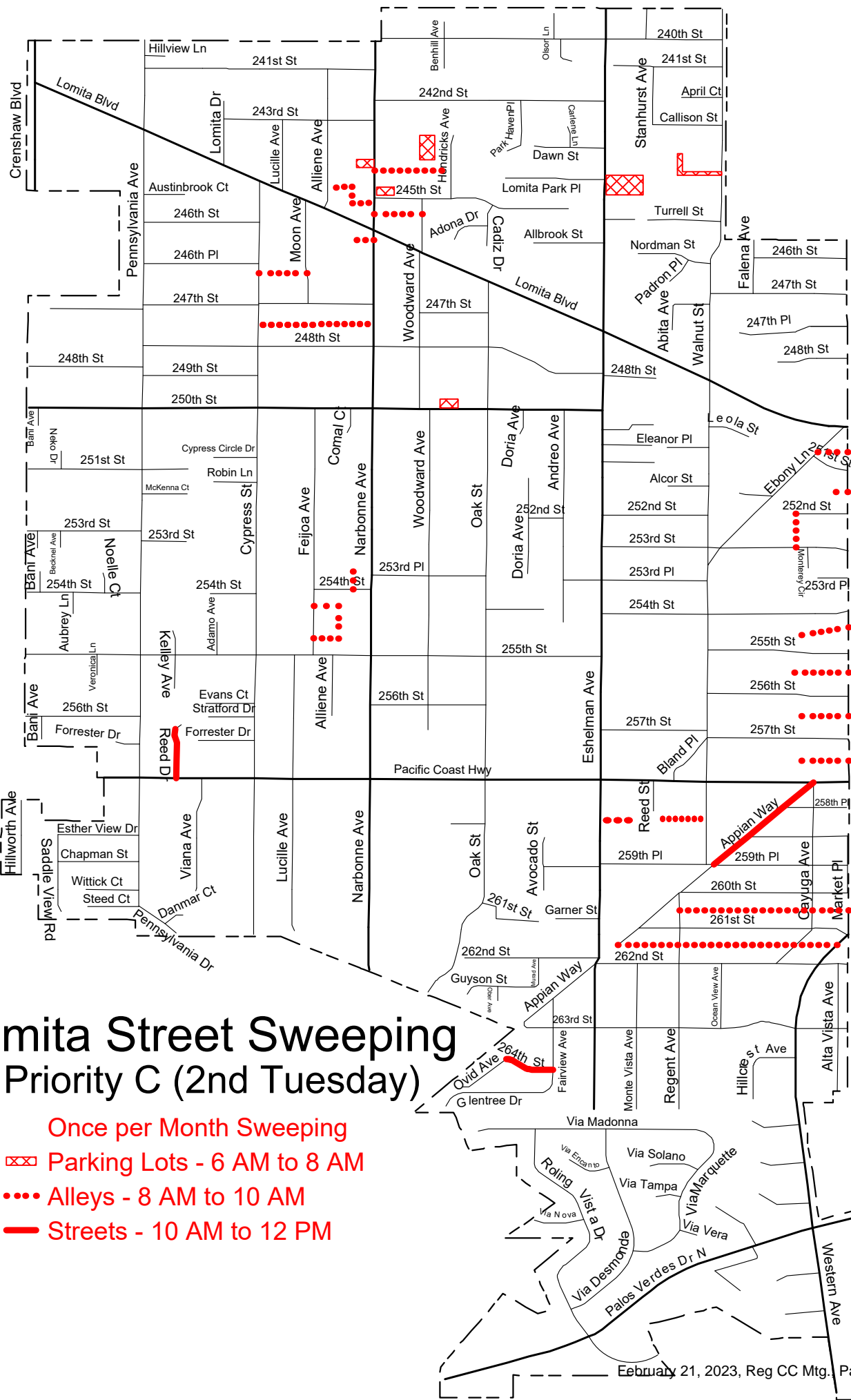
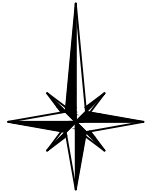
- Posted 8 AM to 10 AM
- UnPosted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- Un-Posted 10 AM to 12 PM
- Posted 12 PM to 2 PM
- Un-Posted 12 PM to 2 PM



Lomita Street Sweeping Friday (2nd & 4th)

- Posted 8 AM to 10 AM
- UnPosted 8 AM to 10 AM
- Posted 10 AM to 12 PM
- Un-Posted 10 AM to 12 PM
- Posted 12 PM to 2 PM
- Un-Posted 12 PM to 2 PM

Monthly Schedule



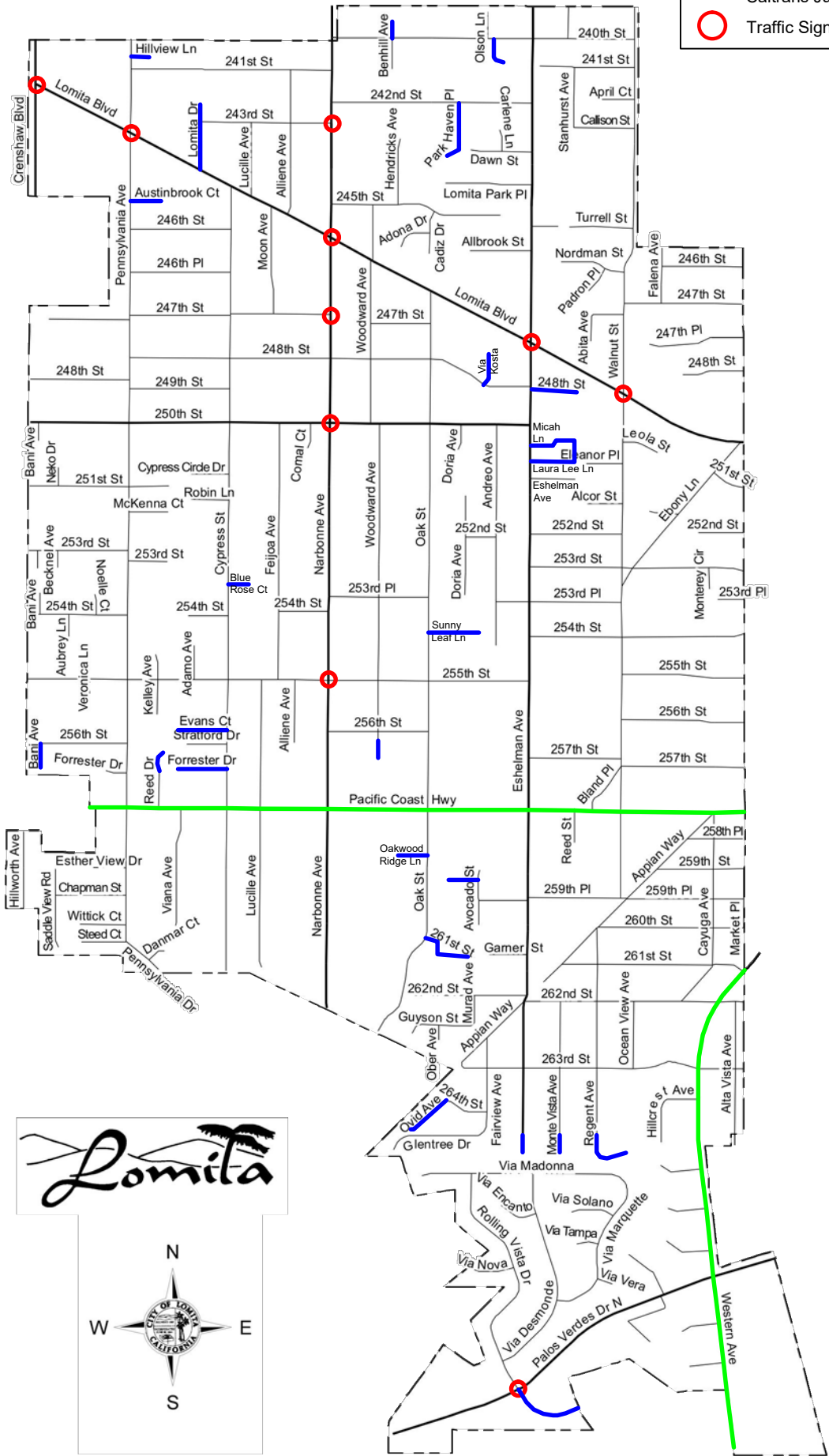
Lomita Street Sweeping Priority C (2nd Tuesday)

- Once per Month Sweeping
- ☒ Parking Lots - 6 AM to 8 AM
- Alleys - 8 AM to 10 AM
- Streets - 10 AM to 12 PM

EXHIBIT F

PRIVATE STREETS MAP

- Private Streets
- Caltrans Jurisdiction
- Traffic Signal/Flashing Crossing





**CITY OF LOMITA
PROPOSAL FOR STREET SWEEPING SERVICES**

AUGUST 24, 2022

PREPARED FOR

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

PREPARED BY

Athens Services
14048 Valley Blvd., City of Industry, CA 91746



COVER LETTER

August 24, 2022

City of Lomita
City Clerk's Office
Attn: Carla Dillon
24300 Narbonne Avenue
Lomita, CA 90717

Dear Ms. Dillon:

Arakelian Enterprises, Inc., dba Athens Services, is pleased to submit this fully responsive bid to provide Street Sweeping Services for the City of Lomita. Athens has conducted a thorough review of the RFP and enclosed a bid that complies with the requirements as set forth in the RFP, including signed acknowledgments of all addenda issued.

Athens has over 35 years of sweeping experience and manages the largest street sweeping operation in the Southern California region. Currently, sweeping operations provide service in more than two dozen municipalities and sweep over 24,500 miles annually. This extensive experience gives Athens the capability to provide support, backup, additional resources, and a wealth of expertise and knowledge.

Athens is committed to providing the City of Lomita with first-class sweeping services for the best value. To do this, Athens will work with the City to adjust routes as requested using existing local infrastructure and sweeping vehicles. The proposed rates for all outlined services are very competitive and specific to the scope of services required as outlined in the RFP. Athens accepts the conditions of the RFP without exception.

As the City's franchised, exclusive solid waste and recycling provider, Athens would like to offer an alternative proposal beyond the required scope. It would provide even greater value, cost alternatives, and assistance in complying with SB 1383. Additionally the City would benefit from an extended, long-term, all-inclusive agreement that would achieve value pricing by bundling street sweeping services at no cost with trash, recycling, and organics collection.

Therefore, the Board of Directors of Athens authorizes me in my capacity as Executive Vice President to transmit and sign the bid, negotiate a contract with the City, and execute any agreements, assurances, and other documents related to this bid and if selected, subsequently awarded contract. My signature with this letter serves as a consignment, in good faith, to this RFP selection process, with no intent by Athens to withdraw the bid. This proposal is valid for 90 days.

Athens strives to deliver dependable and high-quality service at the most value to the City of Lomita, its residents, and its communities. As noted above, we hope that our proposal interests the City and hope to have further dialogue about our alternative proposal. On behalf of Athens, I am pleased to submit this bid and look forward to providing the best street sweeping service available to the City of Lomita.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Clifford".

Gary Clifford, Executive Vice President
Athens Services
14048 E. Valley Blvd.
City of Industry, CA 91746
(626) 934-4619



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Exhibit B – Proposer’s Statement of Qualifications Form

Please provide requested information in full. Proposers who do not provide the requested information or submit a full and complete Proposer’s Statement of Qualifications Form may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City.

1. CONTRACTOR INFORMATION

The primary contact shall be the person with the authority to negotiate contracts with the City.

Indicate what type of entity (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture: California S Corporation

Primary Contact and Title: Shane Caswell, Area Vice President

Legal Address of Contractor: 14048 Valley Blvd., City of Industry, CA 91746

Primary Contact Phone Number: 626-413-0661

Primary Contact Email Address: SCaswell@athensservices.com

Number of employees: 1,724 Number of years in business: 65

Federal Employer I.D. Number.: 95-4313271

A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual: Arakelian Enterprises, Inc., DBA Athens Services, is owned by the Arakelian family

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures and/or corporate officers having a principal interest (10% or greater) in the proposing firm.:
Ron Arakelian, Jr., Owner/Officer Ron Arakelian III, Owner/Officer
Michael Arakelian, Owner/Officer Adam Arakelian, Owner/Officer

14048 Valley Blvd., City of Industry, CA 91746 626-413-0661

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

Arakelian Enterprises, Inc. dba Athens Services

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

NA



Any failures or refusals to complete a contract and explanation:

NA

2. DESIGNATION OF SUBCONTRACTORS

Provide a list of all subcontractors to perform work on this contract, including relevant licenses, permits, and certifications. Attach a separate sheet, if necessary.

Subcontractor Name, Phone, Email	Work to Be Performed	Relevant Licenses, Certifications, Permits
NA		

3. CONTRACTOR'S AND SUBCONTRACTOR'S QUALIFICATIONS

Describe Contractor's experience in providing relevant services, including any relevant work for governmental agencies. Include a description of Contractor's and any subcontractor's core-competency and experience with similar work that is described in the Scope of Services. Attach a separate sheet, if necessary.

SEE ATTACHED WORK STATEMENT AND QUALITY CONTROL PLAN.

4. LICENSES AND CERTIFICATIONS

Provide a listing of any relevant certifications, permits, or licenses for Contractor's or subcontractor's personnel and equipment use, including:

Describe below each certification or license, if it is held by the Contractor or subcontractor personnel,



the license number and type. Copies of licenses and certifications must be provided at time of proposal submission and be kept current throughout the entirety of the contract.

SEE ATTACHED WORK STATEMENT AND QUALITY CONTROL PLAN.

Motor Carrier Permit, EPA ID, CARB Vehicle Compliance Certificate, CERS Transfer

Confirmation, LACFD Facility Permit, Paramount Business License, Storm Water

Discharge Permit

5. WORK STATEMENT AND QUALITY CONTROL PLAN

Provide a statement of Contractor's understanding of the work to be done, a description of the methods and techniques to be used by the proposer to achieve the objectives of the contract, and a positive statement of commitment to perform the work that is described in the Scope of Services. Proposer must reference all duties as listed in the Scope of Services. Proposer must note any services NOT provided by their firm. Attach a separate sheet, if necessary.

SEE ATTACHED WORK STATEMENT AND QUALITY CONTROL PLAN.

Describe if and how promptly Contractor will provide services in the case of overnight or weekend emergency repairs.

SEE ATTACHED WORK STATEMENT AND QUALITY CONTROL PLAN.

Describe how Contractor shall seek to attain the quality of service set forth in the RFP. Describe the firm's quality control processes that will be adhered to during the term of the agreement, such as the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.

SEE ATTACHED WORK STATEMENT AND QUALITY CONTROL PLAN.

6. LIST OF REFERENCES

Please provide current references for 3 past or existing clients of similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. References for public agency projects are preferred.



- A. Client: Hermosa Beach
 Contact Name / Title: Ells Freeman, Public Works Superintendent
 Phone Number / Email Address: (310) 318-0214
 Description and date of services provided: Street sweeping, power washing, scrubber, porter service, and graffiti removal since 2010
- B. Client: Monrovia
 Contact Name / Title: Kevin McCune, Public Works Director
 Phone Number / Email Address: (626) 932-5575 / kmccune@ci.monrovia.ca.us
 Description and date of services provided: Street sweeping, power washing, porter service, graffiti removal, residential and commercial collection since 2016
- C. Client: Temple City
 Contact Name / Title: Abel Andrade
 Phone Number / Email Address: (626)407-5106
 Description and date of services provided: Street sweeping since 1987.

7. PROOF OF INSURANCE

In a separate attachment, provide proof of insurance, as specified in the attached Professional Services Agreement.

8. ORGANIZATIONAL CHART

In a separate attachment, provide an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms. After contract execution the Contractor should not substitute key personnel (project managers and others listed by name in the cost proposal) without prior written approval from the City. The Contractor must request and justify the need for the substitution and obtain approval from the City prior to use of a different sub-Contractor on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost.

Contractor's Signature:  Date: Aug. 17, 2022



Exhibit C – Cost Proposal Form

Please provide requested information in full. Proposers who do not provide the requested information or submit a full and complete Cost Proposal Form may have their proposal deemed unresponsive during the selection process. All information provided by the proposer will be subject to verification by the City. Cost proposals, both printed and electronically, shall be submitted in a separate sealed envelope with the proposal.

Route/Scheduled Day /Time	Cost per 2-hour window of sweeping
Weekly Friday, 6 AM to 8 AM	\$ 264.31
Weekly Friday, 8 AM to 10 AM	\$ 264.31
Weekly Friday, 10 AM to 12 PM	\$ 264.31
1 st Wednesday, 8 AM to 10 AM	\$ 264.31
1 st Wednesday, 10 AM to 12 PM	\$ 264.31
2 nd Wednesday, 8 AM to 10 AM	\$ 264.31
2 nd Wednesday, 10 AM to 12 PM	\$ 264.31
1 st Thursday, 8 AM to 10 AM	\$ 264.31
1 st Thursday, 10 AM to 12 PM	\$ 264.31
1 st Thursday, 12 PM to 2 PM	\$ 264.31
2 nd Thursday, 8 AM to 10 AM	\$ 264.31
2 nd Thursday, 10 AM to 12 PM	\$ 264.31
2 nd Thursday, 12 PM to 2 PM	\$ 264.31
1 st Friday, 8 AM to 10 AM	\$ 264.31
1 st Friday, 10 AM to 12 PM	\$ 264.31
1 st Friday, 12 PM to 2 PM	\$ 264.31
2 nd Friday, 8 AM to 10 AM	\$ 264.31
2 nd Friday, 10 AM to 12 PM	\$ 264.31
2 nd Friday, 12 PM to 2 PM	\$ 264.31
3 rd Wednesday, 8 AM to 10 AM	\$ 264.31
3 rd Wednesday, 10 AM to 12 PM	\$ 264.31
4 th Wednesday, 8 AM to 10 AM	\$ 264.31
4 th Wednesday, 10 AM to 12 PM	\$ 264.31
3 rd Thursday, 8 AM to 10 AM	\$ 264.31
3 rd Thursday, 10 AM to 12 PM	\$ 264.31
3 rd Thursday, 12 PM to 2 PM	\$ 264.31
4 th Thursday, 8 AM to 10 AM	\$ 264.31
4 th Thursday, 10 AM to 12 PM	\$ 264.31
4 th Thursday, 12 PM to 2 PM	\$ 264.31
3 rd Friday, 8 AM to 10 AM	\$ 264.31
3 rd Friday, 10 AM to 12 PM	\$ 264.31
3 rd Friday, 12 PM to 2 PM	\$ 264.31
4 th Friday, 8 AM to 10 AM	\$ 264.31
4 th Friday, 10 AM to 12 PM	\$ 264.31
4 th Friday, 12 PM to 2 PM	\$ 264.31



Monthly Tuesday, 6 AM to 8 AM	\$	264.31
Monthly Tuesday, 8 AM to 10 AM	\$	264.31
Monthly Tuesday, 10 AM to 12 PM	\$	264.31

Additional Sweeping Services	Cost
During business hours	\$ <u>200</u> per Hour
After Business hours (evenings, weekends, holidays)	\$ <u>300</u> per Hour
Emergency During business hours	\$ <u>400</u> per Hour
Emergencies After Business hours	\$ <u>600</u> per Hour
Sidewalk sweeping during Business hours	\$ 46.80
Sidewalk sweeping after Business hours	\$ 51.48

Changes	
Net addition of curb miles that will trigger a change order:	5
Price per curb mile added (above trigger):	\$ 51.48

In a separate attachment, Proposer is required to submit hourly rates for all types of personnel required to perform the services described in this RFP, including hourly rates for 24-hour emergency service calls, including removals and trimmings, with a response time of no more than four (4) hours. Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

Pursuant to and in compliance with your Request for Proposals and the other documents relating thereto, the undersigned proposer, having familiarized himself with the work as per the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform, the contract and complete in a workmanlike manner all of the work required in connection with professional Street Sweeping Services services in the City, all in strict conformity with the specifications and other contract documents on file at the office of the City Clerk.

Contractor's Signature:  Date: Aug. 24, 2022




CERTIFICATION OR PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: Arakelian Enterprises, Inc., dba Athens Services

By: 

(Authorized Signature) Type Name: Gary Clifford

Title: Executive Vice President

Date: Aug. 24, 2022



EXHIBIT A | SCOPE OF SERVICES

Work Statement and Quality Control Plan

Athens has thoroughly reviewed the City of Lomita Street Sweeping RFP scope of work and agrees to its requirements. We will provide the high-quality service expected by the City, its residents, and businesses.

Athens is confident in our ability to exceed the primary objectives of the required services. Athens has extensive experience street sweeping, picking up debris to free the flow of water in gutters, and maintaining streets in a state of cleanliness.

Athens' operational motto is "leave it better than you found it." This is our approach to servicing our cities and customers. Athens takes pride in providing an essential service to our cities, residents, and businesses.

Athens shares the City's expectations of responsive, professional, high-quality service. We are committed to daily excellence. Our primary goal is to keep streets and parking lots free of debris and prevent contamination of local waterways.

Rest assured that with Athens, street sweeping would not skip a beat. **We will provide the dependable and quality street sweeping that the community expects from a trusted partner. Athens is more than just a contractor - we are your zero-waste partner.**

Work Plan

If awarded the contract, Athens will work with the City's current contractor to ensure a seamless transition and implement service. We will review the City's maps and utilize our logistics team to optimize routes to minimize impacts on roads, traffic, and pedestrians. Drivers will be trained on the route and schedule. We will coordinate all aspects of the transition with City staff and provide frequent communications and updates.

Each driver will perform a pre-trip and post-trip sweeper inspection daily. The inspection will be documented on a Driver Vehicle Inspection Report (DVIR). Any necessary repairs will be completed that night, or the backup sweeper truck will replace the sweeper until repairs are completed.

Safety First, Always!

Athens drivers undergo extensive safety training that meets CHP requirements and serves as a model for the industry. In addition, our vehicles undergo daily inspections and regular maintenance to keep them in top operating condition to extend the useful life of the vehicles and keep maintenance, repair, and replacement costs down. With a fleet of 50 street sweeping vehicles serviced by trained mechanics at several yards nearby, Athens can maximize economies of scale.

Athens' top priority is to provide excellent service. Our street sweeping team is committed to maintaining communication with City staff to keep service quality high and immediately resolve any issues. Athens drivers are trained to report any issues that affect service levels.

Our crews are committed to keeping the streets clean and improving street safety. Our focus is to quickly, safely, and completely remove debris, sand and gravel, standing water, leaves, and other loose materials that could present a road hazard.

Doing so protects stormwater from run-off in compliance with all applicable National Pollutant Discharge Elimination System (NPDES) regulations. In addition, it helps with vector control of mosquitoes and other pests

Local, Responsive Customer Service

Our Irwindale office, 5355 S. Vincent Avenue, phone no. (888) 336-6100, houses our Customer Service Department. It operates from 7:00 a.m. to 5:00 p.m. on weekdays and 7:00 a.m. to noon on Saturdays, with English, Spanish, and 175-language capabilities. Customer service representatives use the latest software to facilitate quick responses.

In addition to phone support, customers have access to online chat and other self-service options through athensservices.com. We understand the importance of the valuable service we provide to the City. Therefore, we are committed to providing the best possible customer service to residents and business owners. We will acknowledge complaints within 12 hours of receipt and resolve 90% within 72 hours of receipt.

Responding to Complaints

Complaints from the City will be given the utmost priority. In addition to having a local call center, City staff will have the ability to connect directly with the sweeping supervisor and manager designated to the City. This will ensure complaints are responded to quickly, within 24 hours, and resolved to the City's satisfaction. This also includes emergency requests.



Scope of Work Approach

Athens agrees to perform the work listed in the Scope of Services, Exhibit A. Athens Services street sweepers will clear all debris to ensure water flows freely and maintain street cleanliness. Most debris is removed in a single pass; however, the Athens sweeper will make another pass where necessary, or the driver will manually remove debris. This level of service is included in the pricing in this proposal.

Athens has 33 years of municipal street sweeping experience. Today, Athens manages the largest street sweeping operation in the region, currently serving more than two dozen municipalities.

Athens meets and enforces the highest standards of street sweeping performance. If a swept area is left in an unsatisfactory condition based on the Public Works Director or designee, Athens will sweep the area again until it is clear of debris within 24 hours of being notified.

Athens will provide all labor and equipment necessary to perform street sweeping services in the City of Lomita in accordance with this Agreement, on the following terms and conditions.

All streets and alleyways in the City - with or without curb and gutter - will be swept under the terms of this agreement in addition to the specified parking lots. Each section or portion of THE street that is posted with "street sweeping signs" that temporarily prohibit vehicular parking during the posted times, will be swept during the posted times.

Each section or portion of the street that is not posted, either with or without curb and gutter, will also be swept, according to the schedule provided by the City. Every attempt will be made to sweep the curbside of each street unless prohibited by vehicles or other obstructions that render the provision of service impossible or hazardous in each specific circumstance.

As non-posted streets become posted, the cost for including assurance for sweeping each curb line and gutter or each curbside will already be included in the unit price for this proposal. Therefore, the event of adding posted streets individually or en masse will not constitute an increase in the scheduled and required service provision or compensation thereof under the terms of this contract, and will not be considered, classified or categorized as extra nonemergency work.

Athens acknowledges that the City recently approved new maps for sweeping, Attachment A, and that the City Council may consider changes to the maps prior to City modifications of the signs, and at any time during the agreement period. Athens notes that several streets were missed on the maps, and will likely be added to the maps at the start of the contract:

- Woodward Ave from 245th St to Lomita Blvd
- 247th St from Abita Ave to Walnut St
- Abita Ave
- Cayuga Ave from 258th Pl to 259th St
- Fairview Ave from Appian Way to 263rd St

Athens acknowledges that special attention areas may be added to the list at a later date or covered under an hourly non-emergency basis.

Sweepers will remove all visible debris along curbs and medians. Some cul-de-sacs and parking lots will require hand sweeping of the corners or vacuumed into the sweeper. Regular machine sweeping of streets shall be accomplished in accordance with additions or deletions as allowed in PARAGRAPH 3.17, ADDITIONS/DELETIONS.

Athens will not limit the number of times that the sweeper debris hopper is emptied for any given route in order to meet quality standards identified in PARAGRAPH 3.04. Sufficient water will be used to prevent visible dust.

Business hours will be considered from 6 AM to 4 PM Monday through Friday.



B. DESCRIPTION OF REQUIRED SERVICES AND EXPERIENCE

The primary objective of street sweeping is to pick up all debris to ensure the free flow of water in the gutter, reduce materials entering the storm drain system, and to maintain the streets in a state of cleanliness. Athens will remove all debris from all streets according to sweeping maps (Attachment A).

The primary objective of street sweeping is to pick up all debris to ensure the free flow of water in the gutter, reduce materials entering the storm drain system, and to maintain the streets in a state of cleanliness. Athens will remove all debris from all streets according to sweeping maps (Attachment A).

In addition, all City parking lots are to be swept on a monthly basis. These include:

- City Hall/County Building and Safety and Hazardous Materials/County Library parking lot located southeast of the intersection of Narbonne Avenue and 242nd St.
- The City-owned Parking Lot located at the Northeast corner of Narbonne Avenue and 245th St. (not currently posted with designated time frames for street sweeping).
- The series of “angled parking stall- parking lots”, in addition to and including the accessible locations of their collective contiguous drainage channel. Both the angled parking stall-parking lots and the drainage channel are located along the west side of Narbonne Avenue, spanning from approximately the northern border of the City to the intersection of Narbonne Avenue and Lomita Boulevard.
- City Lot on the west side of Narbonne
- Two City lots on Eshelman at Lomita Park
- City lot at the Railroad Museum

Items of excessive size, such as cardboard, palm fronds, large rocks, etc., will be physically picked up and placed in the sweeper by Athens. We will make as many passes as are required to deliver high-quality results. A designated supervisor will audit sweepers and routes daily to ensure adherence to every facet of the scope of work.

In addition, if the sweeper is unable to capture debris around or adjacent to a bulb out, the operator will physically pick up and remove debris or move debris into the path of the sweeper to ensure removal from the area being swept. This service will be included in the price at no additional cost to the City.

Athens is experienced in sweeping significant topographical elevation changes that will create additional surface runoff during the rainy season. Athens will have equipment available, although it may not be routinely used, to provide deeper cleaning in the event of emergency situations including mud/debris from heavy rain events.



These will include the historically impacted streets immediately south of Pacific Coast Highway, such as Hillworth Avenue, Saddle View Road, Pennsylvania Avenue, Viana Avenue, Cypress Street, Lucille Avenue and Narbonne Avenue.

In regard to the City’s high priority storm drains for cleaning drains, Athens will adequately clean the streets that directly feed the storm drains. Sweeping will be performed as requested and compensated in accordance with the Scope of Work.

Experience

Athens’ street-sweeping experience began in 1987 in the City of Temple City, Rosemead, and Monterey Park, to name a few. Today, Athens is proud to provide street sweeping services to 25 communities and two county agencies in the Southland.

Areas to be Cleaned

All City streets including arterial, collector, industrial, residential and commercial, cul-de-sacs, alleys, parking lots, and median curbs will be swept. The frequency will be once per week, twice per month, or once per month according to the Exhibit E maps.

The entire length of all curbs (including bulb outs, median curbs and curb returns), uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved median noses will be swept each time the associated street is swept. The entire area of each intersection will be swept. The balance of each street will be swept as needed. In any case, no debris will be left on the street pavement after sweeping is completed.

Within parking lots or other parking areas, debris caught between car stops and major crevices, Athens will blow out debris to allow sweeper to pick up or pick up by hand.

Standard of Performance

Athens meets and enforces the highest standards of street sweeping performance. If a swept area is left in an unsatisfactory condition based on the Public Works Director or designee, Athens will sweep the area again until it is clear of debris within 24 hours of being notified.



We will sweep all locations as described and use good sweeping practices, as dictated by industry standards and in accordance with California and County Storm Water BMP Handbooks. When necessary, we will make adjustments to equipment. Sweeping speeds will be adjusted based on street conditions with a maximum speed of six (6) miles per hour.

Athens employees will wear neat, clean uniforms, carry identification and commercial driver's licenses, and conduct themselves appropriately. Athens has a zero-tolerance policy for drug and alcohol use on the job.

Additional services including emergency call-outs or other instances as requested by the Public Works Director will be handled by one (1) sweeper unless a greater number is agreeable to Athens. Payment for such requests will be based upon the rate specified in Exhibit C.

C. CHANGES IN SERVICES

Athens acknowledges that, during the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or amount of street sweeping services and will notify Athens by written change order. The unit price for change order sweeping will be at the contract unit price specified in Exhibit C. The proposal will also include a net increase in curb miles that would trigger a change order and the rate of additional miles or added time.

D. SCHEDULE OF PERFORMANCE

Street Sweeping Schedule

- 1) Days. Routine street sweeping will be conducted Tuesday through Friday unless otherwise approved by the Public Works Director.
- 2) Hours. Standard operating hours for sweeping under this Agreement will be determined by the City and Athens in accordance with approved maps (Exhibit E). Athens will complete all sweeping as scheduled; mechanical failure or personnel problems will not be the acceptable reason for failure to perform services. No changes to the sweeping schedule will be allowed without the prior approval of City.
- 3) Holidays

All sweeping will be completed according to Exhibit E, except on the following holidays:

- New Year's Day, January 1
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day, July 4
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day, December 25
- December 26
- December 27
- December 28
- December 29
- December 30
- December 31

E. CHANGES IN SCHEDULE DUE TO WEATHER CONDITIONS

Scheduled sweeping will not be canceled for inclement weather without approval of the Public Works Director or her/his designee.

During inclement weather a two-hour standby period will be observed before a day of scheduled sweeping will be canceled. City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeping will not be allowed due to inclement weather and cancellations without the approval of the Public Works Director or her/his designee.

F. DISPOSAL AND RECYCLING OF MATERIALS

Athens will transport and dispose of all sweeping in accordance with all City, County, State, and Federal requirements.

Athens' mission is landfill avoidance, and our goal is to achieve the highest diversion rates possible. We transport and sort recyclables from collected material at company-owned, state-of-the-art materials recovery and composting facilities. Athens will submit documentation of recycling and diversion regularly to the City as outlined in the scope of work. Athens will relocate, completely remove, or discontinue use of such disposal sites at the direction of the Public Works Director.

Athens shall report on a monthly basis the tonnage of sweepings collected and the tonnage disposed of at a composting or recycling center and the name and address of the facility, as well as the diversion rate from landfills.

G. STREET SWEEPING EQUIPMENT

Athens equipment will be kept well-maintained, neatly painted, and meet other reasonable standards as may be established by the Public Works Director. Adequate backup equipment will be available at all times to service the City. Athens will accommodate an annual inspection of equipment if required.

Equipment Listing

- Make/model - Tymco Model 600, both primary and backup
- Year – TBD
- Condition – Good
- Operational - Yes

Athens' sweeper fleet is appropriate for servicing the City including streets, medians, alleys, parking lots, and angled parking. Athens uses only the best sweeper for each area to be adequately and safely swept. Athens' fleet includes vacuum and broom sweepers, as appropriate, for meeting all requirements of this Agreement and all regulatory requirements of outside agencies such as the South Coast Air Quality Management District (AQMD), the California Air Resources Control Board, and the Municipal NPDES Permit No. CAS004004.



Vehicles and equipment used in accordance with sweeping activities meet all applicable local, state, and Federal air quality laws, rules, and regulations including but not limited to the South Coast Air Quality Management District Rule 1186 relating to alternative-fueled sweeping equipment. Equipment meets all applicable certifications for PM 10 and other pollutants as set forth by the South Coast Air Quality Management District. Athens will submit proof of certifications to the City on a bi-annual basis.

Athens' fleet features the TYMCO Model 600, which is both extremely reliable and incredibly powerful. Whether sweeping city streets during leaf season, cleaning up on a construction site, or sweeping behind a milling machine or road reclaimed, getting the job done with the Model 600 is quick to perform and easy to operate. The vehicles include the highly efficient TYMCO Regenerative Air System that provides unprecedented reliability and delivers incredible performance while providing an amazingly clean sweep. The Model 600 is, quite simply, the sweeper that changed the industry.



Sweepers also will be equipped with two-way radios and cell phones. Athens will provide drivers with manual push brooms and shovels to clean and sweep areas such as narrow cul-de-sacs, median noses, and portions of left-turn pockets.

GPS Technology

The sweepers will be equipped with the time-tested and proven Teletrac Fleet Director GPS system. This system provides real-time monitoring of day-to-day sweeper operation. Teletrac provides key metrics, including broom deployment and retreat, vehicle speed and direction, miles traveled, and miles swept. Tachometers will serve as a backup if needed. Drivers will communicate via two-way radio and cell phone.

All vehicles are maintained in good repair, appearance, and sanitary conditions at all times. All vehicles and equipment used by Athens within the City limits will be clearly identified, on each side of the vehicle or equipment, with Athens' name and telephone number.

Vehicles will have a magnetic sign easily legible from a distance of fifty (50) feet along indicating this sweeper is providing service under a contract with the City of Lomita. Vehicles will be equipped in accordance with State laws, including safety hazard lights visible from the rear that operate independently of the brake lights.

Equipment and Use of Equipment

Athens' street sweeping equipment meets the following requirements:

- A. Street sweeping equipment in conformance with the highest standard of street sweeping. Street sweeper speed and broom pattern shall be in accordance with the manufacturer's recommendations. While operating, street sweepers at work will not exceed a maximum speed of 7 mph; sweepers when driven will have a maximum of the posted speed limit.
- B. Standard heavy street sweeping equipment as necessary to clean the City streets of paper, dirt, rocks, leaves and debris.
- C. Athens will use equipment deemed acceptable by express approval of the Public Works Director. We will provide a minimum of one (1) relief sweeper for each sweeper planned to be used to perform the contract work. Athens will have all sweepers return to the yard for washouts and hopper cleaning. All equipment will be:
 - a. Standard full-size motorized street sweeper;
 - b. Tymco 600 models with dual gutter brooms;
 - c. Clean and in good working condition;
 - d. Maintained in top running condition, including arriving clean, in proper working condition, and fueled for each daily schedule;
 - e. Equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time;
 - f. Equipped with a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Lomita". The sweeper will also be identifiable with the company name and phone number on each side along with office telephone number.
 - g. Alternative equipment may be used for specific areas (i.e. narrow streets and alleys) if noted in the proposal with detailed explanation provided.
- D. Athens' equipment will be subject to inspection by the Director of Public Works or designee and upon notification in writing that any equipment does not comply with the standards herein, such equipment will be removed from service and not again so used until inspected and approved in writing by the Director or of Public Works or designee.
- E. Sweeper will have a dual gutter broom.
- F. All vehicles will be equipped with an operational rotating amber light when parked or used on public streets. Athens will use light warnings instead of loud sound signals except where required by law for the protection of personnel.
- G. Athens will submit a list of equipment intended for use in the City of Lomita as part of the proposal package.



H. Water for Dust Control. Athens will provide sufficient water for use street sweeping operations to maintain a near dustless condition. Athens will coordinate with the Public Works Director in advance to identify regular location(s) for water access. Athens will comply with all rules and regulations of the City relating to the use of water.

Athens will report to the Director of Public Works any encroachment of vegetation that impairs the ability to sweep.

Athens will report without delay any damage to City equipment, City property, or private property. Athens will be liable for damages caused by our action. Any repairs and associated cost resulting from such damage will be the responsibility of Athens.

H. SPECIAL EQUIPMENT

Athens sweepers servicing the City are equipped with a GPS Navigation system, which provides:

- real-time GPS tracking of vehicles with a maximum update time of three (3) minutes;
- historical GPS data by vehicle for a minimum of sixty (60) days;
- speed monitoring of vehicle;
- Report capability on demand, to provide activity data, route, start/stop times and locations, idle time, speed record by day or route.



I. EQUIPMENT STORAGE

Athens will store equipment at the Paramount Yard. No material and equipment will be stored where it will interfere with the free and safe passage of public or traffic. At the end of each day’s work and at all other times when sweeping operations are suspended for any reason, Athens will remove all equipment and other obstructions from the roadway and open it for use by traffic.

M. ATHENS EMPLOYEES

Athens team members wear a clean uniform bearing the Athens name. Employees who normally and regularly come into direct contact with the public will also bear some means of individual identification, such as a nametag or identification card. Employees will not remove any portion of their uniform while working within the City. Employees driving Athens vehicles will at all times possess and carry a valid Commercial Driver’s License as applicable issued by the State of California.

J. TRAFFIC COUNTERS

The City may at various times and locations temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution will be used to avoid damaging said equipment. If, while in the performance of its contract duties, Athens damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, Athens will bear the entire cost for the restoration, repair, inspection, testing or replacement of said damaged equipment.

Should for any reason an Athens team member employee be unsatisfactory in the opinion of the City, Athens, when notified in writing, will remove that team member from the job and replace them.

K. PARKING ENFORCEMENT OFFICER – COORDINATION

Athens will coordinate sweeping activities with the Parking Enforcement Officer, including route of travel.

Prior to returning a removed employee to work within the City, Athens will provide in writing the reason for the individual’s behavior and the means used to prevent this behavior from occurring again.

L. ATHENS/CITY COMMUNICATION

Throughout the period of this Agreement, Athens will establish and maintain an office and have an authorized Supervisor as the point of contact for communications with the City.

Level of Supervision. Athens shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor or his/her representative shall check with the Department of Public Works weekly as to (1) schedule of work, (2) complaints and (3) adequacy of performance.

Athens’ office will have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by the City. Athens will respond and provide emergency service within two (2) hours from the time a call is placed by the City. Requests for routine service or complaint issues will be resolved expeditiously within the following 24-hour period.

The Supervisor shall be in the City at least 10 percent of the time while work is in progress or Athens will pay a \$500 penalty per month for failing to meet that requirement.



Approval of Supervisor. Athens will provide in writing to the City (before starting work under this agreement) the name of the Field Supervisor. After approval of the Field Supervisor, Athens will submit a written request to the City if a substitute is needed. The Supervisor will have at least two years practical experience in supervision.

Emergency Telephone Numbers. Athens will provide at least two (2) telephone numbers of qualified persons who can be called anytime that the Athens representative is not immediately available at the job site. Athens also will provide an emergency 24-hour number to contact a representative who can take the necessary action required to alleviate an emergency condition.

N. SWEEPING PRACTICES

Athens will at all times use good sweeping practices as dictated by standards within the sweeping industry and will make adjustment to its equipment as necessary. Due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity, and will immediately clean up any. Sweeping practices include, but are not limited to the following:

- Sweeping speed will be adjusted to street conditions with a maximum speed of seven (7) miles per hour. Patterned concrete medians, intersections, and crosswalks will be swept at a maximum speed of three (3) miles per hour. Athens may suggest alternate speeds if manufacturer's recommendation and industry standards state that alternate speeds are safe and effective.
- Sweepers will be operated as close to parked cars or other obstacles as safety allows. For debris caught between car stops and major crevices within any parking lot, Athens shall blow out debris to allow the sweeper to pick up or remove it by hand.

Barriers

Athens will provide all labor, materials and equipment to install barriers advising the public of hazards due to cleaning. Upon completion of the work, Athens will promptly remove all signs and warning devices.

If the City determines Athens to be neglectful or negligent in furnishing warning and protective measures, Athens will furnish and install corrective measures as required at the company's expense.

Possible Area Closure

In the event any of the work area is unusable for any reason, including acts of nature or vandalism, the Director of Public Works may declare a closure of any portion of the work area.

Parking Lot Cleaning

Prior to sweeping, Athens will inspect parking lots for areas of heavy oil deposits or excessive oil buildup and will call the City Public Works Street Crew at (310) 597-6429 to absorb any excess visible oil deposits.

Materials to be Provided by Athens

At the company's expense, Athens will furnish all necessary materials, and tools supplies of good quality and in the amounts necessary to fulfill this agreement and to accomplish an acceptable and professional level of cleaning.

O. ROUTING AND SWEEPER AVAILABILITY

Athens will develop street sweeping routes and propose them to the City subject to the approval of the Public Works Director. Routes and schedules will be consistent with the Street Sweeping Scheduling Maps (Exhibit D) and the sweeper will stay off of private streets (Attachment F). Changes to the street sweeping schedules require City Council approval.

Sweeping routes will be provided to the City no later than seven (7) days prior to the initiation of sweeping operations or changes in operation and subject to the Public Works Director approval. The City reserves the right to request changes in routing or hours of operation at any time. Any and all sweeper breakdowns and repairs will be reported immediately to the Public Works Director, or designated representative.

Any changes to the routes or sweeping schedule will include a version and date approved by the City to avoid confusion. The most current schedule and route will be carried in the sweeper.

P. CONSTRUCTION-RELATED PROBLEMS AND STORM DEBRIS

Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within five hundred (500) feet of an identified construction site, and is reported immediately to the city when discovered. Athens will totally clean all dirt and debris carried by traffic to areas beyond five hundred (500) feet of an identified construction site this limit and will report it immediately to the city when discovered. Storm clean up and sweeping will be completed as soon as possible, including night sweeping if authorized by the City.

Q. RECORDS AND REPORTS

Along with the invoice for services, a report will be submitted to the City, monthly, comprising the following:

- Daily Log Report of all streets swept and a description of any special services performed. The log will be signed by the Supervisor on a daily basis. Each month, a report will be prepared from the daily log giving a brief description of all routine special and emergency activities. The log should also include data such as date, time, and speed with which sweeping occurred each day.
- Deficiency/Missed Area Report of any deficiencies in sweeping and state the reason. Recurring deficiencies will require a corrective action plan. Any missed streets, routes or lots will be proportionately deducted from the invoice.



- Emergency Calls. Athens will maintain a log of emergency calls for the City, and information will be submitted to the City, as part of the monthly report, in an easy to read format
- Amount of Debris collected and disposed during sweeping activities as part of the monthly report, in a tabulated, easy to read format.
- Recycled Debris deposited at a composting or recycling facility. The record will also identify the name and address of the facility along with other required information. This information will be submitted to the City, as part of the monthly report, in a tabulated, easy to read format.
- Complaints. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of the Contractor. A report of the Contractor's investigation and the corrective action taken will be made promptly by the Contractor to the Public Works Director.

Complaints received directly by Athens will be submitted in writing electronically to the City on the day such complaints are received. Athens will maintain a log of complaints received and corrective actions implemented which will be submitted to the City each month.

Equipment Maintenance/Repairs done on street sweepers servicing City Hall be submitted as part of the monthly report.

R. RESTORATION AND REPAIR, OBSTRUCTIONS AND CLEAN-UP

Athens will become familiar with all existing installations, both public and private, on the work site and will provide adequate safeguards to prevent damage to existing structures and improvements. All fences, wall, slopes, landscaping, and other obstructions which are removed, damaged, or destroyed in the course of work will be replaced and/or repaired, at Athens' expense, to the original condition and to the satisfaction of the City.

Spills Material or Equipment Spills. Athens will make additional passes on street routes to pick up any spillage of sweeping materials, debris dropped during turns, or crossing of cross gutters prior to moving to the next area.

The equipment operator will immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance will be made by the operator and the area cleaned within two hours. If it is determined by the Public Works Director, or his designee, that Athens has failed to execute a proper cleanup, any/all costs incurred by City to do so will be deducted from the following invoice to be paid to Athens.

R. Restoration and Repair, Obstructions and Clean-Up

Athens will become familiar with all existing installations, both public and private, on the work site and will provide adequate safeguards to prevent damage to existing structures and improvements. All fences, wall, slopes,

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The equipment operator will immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance will be made by the operator and the area cleaned within two hours. If it is determined by the Public Works Director, or his designee, that Athens has failed to execute a proper cleanup, any/all costs incurred by City to do so will be deducted from the following invoice to be paid to Athens.

Stormwater BMPs, Training, and Documentation

Athens will comply with stormwater-related training required under Municipal NPDES Permit No. CAS004004. This may involve implementing and maintaining specific Best Management Practices (BMPs) to prevent pollutant loading as required.

Contracting staff whose primary job duties are related implementation of BMPs will be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Athens will certify that operators have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and will provide documentation to that effect to the City.

S. MISCELLANEOUS SAFETY AND OTHER REGULATIONS

All equipment or vehicle defects disclosed by any governmental official and not requiring immediate correction will be corrected by Athens within two (2) weeks of notification.

T. COOPERATION WITH UTILITY AND OTHER COMPANIES

Athens will coordinate schedules with utility and construction companies that may be working concurrently with the work under this Agreement.

U. CITY SPECIAL EVENTS

Athens will provide street sweeping services free of charge in conjunction to a maximum of three (3) "Major" City sanctioned special events each year provided to Athens thirty (30) day prior to the event. The sweeping will be focused in the event area and associated City parking lots.



V. CONTRACT TERM

The term of the contract will be for a period of seven (7) years, with an option for renewal for three (3) one-year extensions, on an annual basis, based on Athens' performance. The City reserves the right to unilaterally terminate the Agreement at any time upon thirty (30) days written notice to the contractor.

If the City chooses to extend the contract, a formal letter will be sent advising Athens of the one (1) year extension. This process will be used for each of the optional two (2) years.

New street sweeping areas, as developed or assumed by the City, may be added to the Service Agreement. Such additional scope of work will be considered change orders to the initial contract, and the value will be based on service unit prices provided in (Exhibit C), if applicable, and/or negotiated between the two parties of the contract.

Failure to Sweep

Should Athens fail to sweep, the City will deduct from the next monthly payment a sum of money equal to the number of hours not swept divided by the number of hours to be swept during the month times the monthly payment.





ATTACHMENTS

ATTACHMENTS	20
Proof of Insurance	21
Corporate Structure/Organization & Organizational Chart	22
Acknowledgment of Addenda	23
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Client#: 518443

ATHENENVIR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with PRODUCER (Marsh & McLennan Agency LLC), CONTACT NAME (Matthew R McNab), INSURED (Arakelian Enterprises, Inc.), and INSURER(S) (AIG Specialty Insurance Company, National Fire & Marine Insurance Co, etc.)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Pollution Legal Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

Table with Evidence of Coverage and Cancellation sections. Cancellation text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2016/03) 1 of 1 #S10497412/M10443126

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WOMRM



CORPORATE STRUCTURE/ORGANIZATION CHART

Arakelian Enterprises, Inc. (dba Athens Services or “Athens”) is a fourth-generation, local, family-owned, and privately held California corporation. The ownership includes three generations of the Arakelian family who remain involved in overseeing the business.

Arakelian Enterprises, Inc. has been doing business under its current legal structure since 1991. It is the successor to Athens Disposal Company, which commenced operations in 1957.



Shane Caswell – Area Vice President

Shane Caswell was appointed Division Vice President for Athens Services in 2018. His responsibilities include the safety, customer service, and financial operations of Athens’ South business operations, including Cerritos, Commerce, Downey, Lomita, and Paramount. Prior to joining Athens, Shane’s 25-year career was focused on the service/waste industry with management positions at companies including Waste Management, US Airways, and United Parcel Service. Shane’s education includes a Bachelor of Science degree in Finance from Penn State University and an MBA in Finance with honors from Wilkes University.



Cesar Ortiz – Sr. Operations Manager

Cesar Ortiz oversees operations of Athens’ entire fleet of 50 street sweepers. He is a graduate of Whittier High School and attended Rio Hondo College. From 2000 to 2006, he held several management positions. Cesar joined Athens in 2006 as an auditor, and has held supervisory and management positions in operations, sweeping, graffiti abatement, porter service, power washing, and city beautification.



Sharon Shapiro-Fox – Director of Government Affairs

Sharon Shapiro-Fox serves as Director of Government Affairs for Athens Services, focusing on the South Bay and Gateway Cities of Los Angeles County. Sharon joined Athens team in January, with five years of experience in the solid waste and recycling industry. She has over 10 years of political experience ranging from campaign work and management to working for and representing local elected officials in the City of Los Angeles. Sharon is a graduate of Whittier College with a degree in Political Science and double minors in History and Japanese.



ACKNOWLEDGEMENT OF ADDENDUM

STREET SWEEPING SERVICES

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated August 9, 2022

ATTEST:



Principal:

Arakelian Enterprises, Inc., dba Athens Services

Address:

14048 Valley Blvd., City of Industry, CA 91746

By:

Gary Clifford

Title:

Executive Vice President



ACKNOWLEDGEMENT OF ADDENDUM

STREET SWEEPING SERVICES

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 2** dated August 10, 2022

ATTEST:



Principal:

Arakelian Enterprises, Inc., dba Athens Services

Address:

14048 Valley Blvd., City of Industry, CA 91746

By:

Gary Clifford

Title:

Executive Vice President



ACKNOWLEDGEMENT OF ADDENDUM

STREET SWEEPING SERVICES

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 3** dated August 15, 2022

ATTEST:



Principal:

Arakelian Enterprises, Inc., dba Athens Services

Address:

14048 Valley Blvd., City of Industry, CA 91746

By:

Gary Clifford

Title:

Executive Vice President



LICENSES AND CERTIFICATIONS


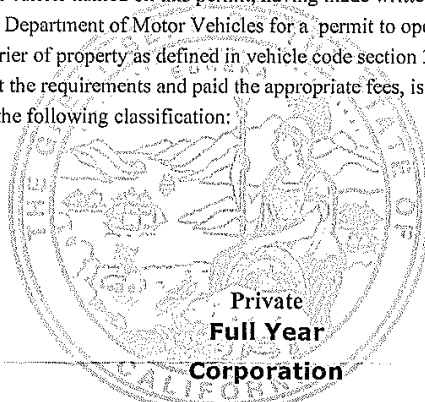
CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF MOTOR VEHICLES
Registration Operations Division MS H875
P.O. BOX 932370 Sacramento, CA. 94232-3700
(916) 657-8153



07/08/2021

ARAKELIAN ENTERPRISES INC
14048 VALLEY BOULEVARD
LA PUENTE, CA 91746

 MOTOR CARRIER PERMIT									
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700	<table border="1"> <tr> <td>Valid From:</td> <td>09/01/2021</td> <td>Valid Through:</td> <td>08/31/2022</td> </tr> <tr> <td>CA#:</td> <td colspan="3">0335125</td> </tr> </table>	Valid From:	09/01/2021	Valid Through:	08/31/2022	CA#:	0335125		
Valid From:	09/01/2021	Valid Through:	08/31/2022						
CA#:	0335125								
ARAKELIAN ENTERPRISES INC 14048 VALLEY BOULEVARD LA PUENTE, CA 91746									
The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:									
 <p>Private Full Year Corporation</p>									
Pmt Date: 07/06/2021	Office #: 154								
Account #: 463213	Tech ID: R1								
Sequence #: 0236	Amt Paid: \$2,430.00								

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the Deaf or Hard of Hearing from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

MC 2100 M (REV. 01/2011)

A Public Service Agency



Department of Toxic Substances Control

Jared Blumenfeld
Secretary for
Environmental Protection

Meredith Williams, Ph.D., Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806

Gavin Newsom
Governor

ATTN: DAVE OEFFLING
ATHENS SERVICES
PO BOX 91918
CITY OF INDUSTRY CA 91715

EPA ID Number Issued: March 2, 2022
Facility Location:
7202 PETERSON LN
PARAMOUNT CA 90723

PERMANENT RECORD - DO NOT DESTROY.
YOUR CALIFORNIA EPA IDENTIFICATION NUMBER IS:

CAL000468908

This is to acknowledge that a permanent California Environmental Protection Agency Identification (EPA ID) Number has been assigned to your place of business.

An EPA ID Number is assigned to a person or business at a specific site. It is only valid for the location and person or business to which it was assigned. If your business has multiple generation sites, each site must have its own unique number. If you stop handling hazardous waste, move your business, change ownership, change mailing address, or change the type or amount of waste you handle, you must notify the Department of Toxic Substances Control immediately. If your business has moved, your EPA ID Number must be canceled. A new number must be obtained for your new location if you continue to generate hazardous waste.

This EPA ID Number must be used for all manifesting, record keeping, and reporting requirements. Please retain this notice in your files.

Department of Toxic Substances Control
For questions, visit our website at <https://hwts.dtsc.ca.gov> and select reports.

Operator's Initials: JPLACENCIA
Version: January 2017



**Certificate of Reported Compliance
Truck and Bus & Solid Waste Collection Vehicle Regulation**

Issued to:

**Athens Services
CA-335125**

155 Vehicles Reported

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed above has reported compliance with title 13, California Code of Regulations, section 2025 (Truck and Bus Regulation) and section 2021 to 2021.3 (Solid Waste Collection Vehicle Regulation). If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2022**

Sydney Vergie
Division Chief, Mobile Source Control Division
California Air Resources Board

Printed on 2022-02-02

TRUCRS Fleet Identification
3254

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tbllookup.php



From: [CERS Automated Messaging - DO NOT REPLY](#)
To: [David Oeffling](#)
Subject: [EXTERNAL] Facility Transfer Request for CALMET SERVICES INC (CERS ID 10281409) of Organization CALMET SERVICES INC (PARAMOUNT, CA) to Organization Athens Services (City of Industry) has been Accepted
Date: Friday, April 8, 2022 10:15:43 AM

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Stephanie Daniels,

Your request for transferring the Facility "CALMET SERVICES INC" (CERS ID 10281409) from Organization "CALMET SERVICES INC (PARAMOUNT, CA)" to Organization "Athens Services (City of Industry)" has been accepted by Daniel Aguilar on April 8, 2022.

This is an automated email sent from the CERS System. Please DO NOT REPLY.

This is a courtesy email sent to you from the **California Environmental Reporting System**
<http://cers.calepa.ca.gov/>
Contact: [CERS Technical Assistance \(cers@calepa.ca.gov\)](mailto:cers@calepa.ca.gov)

~~PMYJZOA~~



LOS ANGELES COUNTY CERTIFIED UNIFIED PROGRAM AGENCY
ADMINISTERED BY LOS ANGELES COUNTY FIRE DEPARTMENT

ANNUAL UNIFIED PROGRAM FACILITY PERMIT

Fiscal Year 2021-2022

July 1, 2021 - June 30, 2022

ISSUED TO: BILL KALPAKOFF
CALMET SERVICES INC
P O BOX 2137
PARAMOUNT, CA 90723

LA Co. CUPA NO. AR: AR0066724

FACILITY OWNER: JENNIFER D'SOUZA

FACILITY SITE ADDRESS: 7202 PETERSON LN, PARAMOUNT, CA90723

THIS PERMIT IS ISSUED FOR THE FOLLOWING PROGRAMS:

Administering Agency:

LA COUNTY FIRE DEPARTMENT
LA COUNTY FIRE DEPARTMENT

Program Description:

ABOVEGROUND PETROLEUM STORAGE TANK PROGRAM
HAZARDOUS MATERIALS DISCLOSURE PROGRAM

**THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED
AT THE FACILITY AT ALL TIMES.**

ISSUED BY: Daryl L. Osby
County of Los Angeles Fire Chief

EXPIRES ON: October 31, 2022

The Unified Program Permit shall be valid only for the program elements at the identified locations for the identified persons, business, or business concern, and is subject to ALL REQUIREMENTS of State and local laws and regulations. The Underground Storage tank permit may be transferred to new owners of the same business upon approval of the Director of Public Works.

If you are in operation on or after July 1, 2022, your business will be responsible for payment of permit fees for the next annual billing cycle. You must contact this Department prior to this date and arrange for an inspection to verify non-operational status to cancel permit fees for the next annual billing cycle. You may continue to operate under this permit until the payment for the next billing cycle is made to this Department by the established invoice due date. Invoice due date for permit fees may vary from year to year.



Paramount Business License

The business named is licensed in accordance with the Paramount Municipal Code to engage in the described business activity. This license is non-transferrable and issued without verification that the licensee is subject to or exempt from licensing by the State of California (Gov't. Code Sec. 37101.2). Issuance of this license is not a waiver of other provisions of the Paramount Municipal Code. Paramount City Hall, 16400 Colorado Avenue, Paramount, CA 90723-5012, (562) 220-2013

ATHENS SERVICES
14048 VALLEY BLVD
INDUSTRY, CA 91746

Business Name ATHENS SERVICES
Owner Name GARY CLIFFORD
Business Location 7202 PETTERSON
Business Description REFUSE - TRANSFER STATION

License Number 429695
License Period 5/12/2022 to 5/1/2023

City Clerk

Post in a conspicuous place at business location



State Water Resources Control Board
NOTICE OF INTENT
 GENERAL PERMIT TO DISCHARGE STORM WATER
 ASSOCIATED WITH INDUSTRIAL ACTIVITY (WQ ORDER No. 2014-0057-DWQ)
 (Excluding Construction Activities)



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

WDID: 4 19I029747

Status: Active

Operator Information

Type: Private Business

Name: Athens Services Contact Name: Stephanie Daniels
 Address: PO Box 91918 Title: Environmental Comp. Coordinator
 Address 2: _____ Phone Number: 800-336-3636
 City/State/Zip: City of Industry CA 91715 Email Address: sdaniels@athensservices.com
 Federal Tax ID: _____

Facility Information

Level:

Contact Name: Shane Caswell Title: Area Vice President
 Site Name: Paramount MRF & Truck Yard
 Address: 7202 Petterson Ln
 City/State/Zip: Paramount CA 91746 Site Phone #: 626-413-0661
 County: Los Angeles Email Address: scaswell@athensservices.com
 Latitude: 33.90667 Longitude: -118.1732 Site Size: 17 Acres
 Industrial Area Exposed to Storm Water: 10.5 Acres
 Percent of Site Impervious (Including Rooftops): 80 %

SIC Code Information

1. 5093 Scrap and Waste Materials
2. 4212 Local Trucking Without Storage
3. _____

Additional Information

Receiving Water: Los Angeles River Reach 2 Flow: Indirectly
 Storm Drain System: _____
 Compliance Group: _____

RWQCB Jurisdiction: Region 4 - Los Angeles
 Phone: 213-576-6600 Email: r4_stormwater@waterboards.ca.gov

Certification

Name: David Oeffling Date: May 03, 2022
 Title: Director of Environmental Compliance



ADDITIONAL MATERIALS | OFFICIAL STREET SWEEPING CONTRACTOR FOR:



Agoura Hills



Azusa



Covina



Glendora



Hermosa Beach



Irwindale



La Verne



Manhattan Beach



Monrovia



Monterey Park



Palos Verdes Estates



Redondo Beach



Pomona



Rosemead



Rowland Heights



San Fernando



San Gabriel



San Marino



Santa Ana



Santa Paula



Sierra Madre



South El Monte



South Pasadena



Temple City

RELIABLE STREET SWEEPING

Athens' street-sweeping service has grown from one city in the San Gabriel Valley to serving dozens of communities throughout Southern California. This service enhances collection service to keep your community safe, healthy, and clean.

Athens is unmatched in providing reliable street sweeping services that protect the environment. Athens' sweeping team includes more than 50 drivers, expertly supported by mechanics, dispatchers, and customer service staff.



Powered by clean-burning compressed natural gas, reducing greenhouse gas emissions

Athens exclusively uses TYMCO sweeper trucks to deliver incredible performance and an amazingly clean sweep

Regenerative air system that dislodges debris and does not exhaust polluted air into the atmosphere

Equipped with onboard GPS that constantly monitors truck speed and braking in real-time to enhance safe operation



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. SCH 8a**

FROM: Ryan Smoot, City Manager

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

PREPARED BY: Ryan Damon, Associate Engineer

MEETING DATE: February 21, 2023

SUBJECT: Discussion and Consideration of a Professional Services Agreement with Stetson Engineers, Inc. for New Groundwater Well Feasibility Study

RECOMMENDATION

1) Approve a Professional Services Agreement with Stetson Engineers, Inc. for Engineering Services related to a New Groundwater Well Feasibility Study in the amount of \$54,900 plus a 15% contingency amount of \$8,235; and 2) Appropriate \$13,135 to 520-840-5821.377 from reserve funds; and 3) Authorize the City Manager and City Clerk to execute the Agreement.

BACKGROUND

The New Groundwater Well Feasibility Study was included as part of the City of Lomita CIP Master Plan 2022-2027. The purpose of the study is to evaluate and determine a suitable location for a new groundwater production well.

The Lomita Water System is somewhat unique among water agencies in that it holds significant adjudicated water rights to pump local groundwater, but currently has only one (1) groundwater source well from which to produce that groundwater. The City's only groundwater well (Well No. 5), with approximate production capability of 1,500 gallons per minute (GPM), is a main component of the Cypress Water Production Facility (CWPF). Due to the detection of benzene at Well No. 5, both the well and the CWPF have been offline since May 2019 in order to install a granulated activated carbon treatment system. During the construction period, the City has been forced to rely on more costly and less reliable water sourced from other parts of the State and the Colorado River. Well No. 5 and the CWPF are expected to be returned to service in early 2023.

In 2018, the most recent full year of production for Well No. 5, the well provided approximately 28% of total water volume delivered to City residents and customers and the remaining 72% was imported from Metropolitan Water District (MWD). The 28% pumped groundwater represents approximately 561 Acre Feet of water produced locally. In recent years, the City has discussed ways to increase its production of local groundwater and reduce its dependence on more costly and less reliable imported water sources while maintaining and improving overall water quality throughout the City. The upgrades to the CWPF are part of these efforts and are expected to allow the City to increase groundwater production from Well No. 5. But, even with this increased local production, the City will continue to be reliant upon water imported from other sources and will not use its full allowable pumping rights.

In order to maximize the production of water from local sources and thereby increase the City's projected reliability in normal operations as well as during emergencies, and to decrease the total costs of water production, the City Council has expressed a desire to explore secondary sources of groundwater beyond Well No. 5. A secondary production well would minimize the City's long-term reliance on imported water and provide an additional level of contingency in case of future operational impacts to Well No. 5.

The City currently holds 1,352-acre feet (ac-ft) of adjudicated groundwater rights in the West Coast Basin. In its last year of normal operations, CY 2018, Well No. 5 produced 561 ac-ft of groundwater, though in the past, CWPF blended treated groundwater with imported water at ratios averaging approximately 40%-50%, or approximately 800 to 1000 ac-ft, still well below the City's available pumping rights. Additionally, CWPF currently only supplies Zone 1 of the city's water system, approximately 66% of the city's customers. Future studies may consider the feasibility of additional local reliance efforts for Zones 2 and 3, but these efforts are not included in the current study. Following the completion of the proposed study, the next steps may include site-specific testing or design/construction of specific well sites.

On December 15, 2022, city staff posted a Request for Proposal (RFP) on the City's website for qualified civil engineering firms that specialize in well siting and groundwater management. Four (4) engineering companies responded with proposals. After a review of the engineering team qualifications, experience with similar projects, and recent relevant project experience from the proposing firms, staff conducted interviews with the four (4) companies to determine which company would best provide the requested services.

Stetson Engineers, Inc. received the highest ranking, as they presented the best overall scope of work, approach to the study, and understanding of the City's needs for this project as outlined in the RFP. Stetson Engineers specializes in all phases of water resource engineering, including groundwater basin management, well siting, water facility design, water quality evaluations, and hydraulic modeling. Additionally, Stetson Engineers frequently provides consulting services for federal, state, and local agencies throughout the western United States. The firm was established in 1957 as Thomas M. Stetson Civil Consulting Engineers and was later incorporated as Stetson Engineers,

Inc. in 1977. Stetson Engineers has over 60 years of experience and currently maintains three offices in California as well as others throughout the western US.

If approved, the study is scheduled to commence in March 2023 and is expected to be completed in approximately four months.

FISCAL IMPACT

Based on the proposal, the final scope and fees with Stetson Engineers total \$54,900 for Engineering Services for the project. Staff recommends approval of a 15% contingency, in the amount of \$8,235 for a total of \$63,135. This study is funded in fiscal year 2022-23 for \$50,000 in project 520-840-5821.377. Additional funds will be needed to fund this project from water account reserves.

OPTIONS

1. Approve staff's recommendation.
2. Provide alternative direction.

ATTACHMENTS

1. Professional Services Agreement with Stetson Engineers, Inc.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

Prepared by:



Ryan Damon
Associate Engineer



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND STETSON ENGINEERS, INC.**

This AGREEMENT for Engineering Services is entered into this 21st day of February 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Stetson Engineers, Inc. ("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 Services for the New Groundwater Well Feasibility Study.
- 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 \$63,135, 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 Jeff Helsley, PE. 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 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.
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 attorney's 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 it is 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 liability insurance for protection against claims to the extent arising out of the 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 negligent acts, 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 the commercial general liability and automobile 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. The commercial general liability and automobile liability 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 to not meet the requirements of this Agreement except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide prompt 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 11 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>Stetson Engineers, Inc.</u> <u>861 Village Oaks Drive, Suite 100</u> <u>Covina, CA 91724</u>
<u>ATTN: City Manager</u>	<u>ATTN: Stephen B. Johnson</u> <u>President / CEO / CFO</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.

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 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.
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 _____

CONSULTANT Initials _____

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

CITY OF LOMITA

CONSULTANT

Ryan Smoot, City Manager

By:

Stephen B. Johnson

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA

REQUEST FOR PROPOSAL (RFP)

ENGINEERING SERVICES

FOR

New Groundwater Well Feasibility Study

**RFP DEADLINE
TUESDAY, JANUARY 17, 2023
1:00 P.M.**

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SECTION I GENERAL INFORMATION

A. INTRODUCTION / BACKGROUND

The City of Lomita is requesting proposals from qualified and experienced Civil Engineering firm(s) to provide a feasibility study and report for to determine suitable locations for a new groundwater production well.

The City of Lomita is an urban, densely populated 1.97 square miles (total area is 1,261 acres), located at the base of the Palos Verdes Peninsula in the Los Angeles Basin, Los Angeles County. The City of Lomita is located in the southwestern part of Los Angeles County, 26 miles south of downtown Los Angeles and bounded by the City of Torrance on the north and west, the Harbor Region of Los Angeles to the east, and the City of Rolling Hill Estates on the southwest; and the City of Rancho Palos Verdes and unincorporated Los Angeles County area to the southeast. The City is almost completely developed with mostly residential neighborhoods and commercial units.

The City's water system has one (1) groundwater source well with approximate production capability of 1,500 gallon per minute (GPM), two reservoirs with combined capacity over 5.4 million gallons, and two (2) pressure reducing stations (Appian Way and Monte Vista Pressure Reducing Station). The City's groundwater well (Well No. 5), located within the Silverado Aquifer, has a depth of 660 feet and is a main component of the Cypress Water Production Facility (CWPF). The CWPF treats Well No. 5 groundwater with an iron-manganese greensand filtration, chlorination, and newly installed granular activated carbon treatment system. The purpose of this treatment system is for disinfection, to remove iron, manganese, and volatile organic compounds, and improve aesthetic qualities.

In 2018, approximately 28% of total water volume delivered to its residents was from Well No. 5, and the remaining 72% was imported from Metropolitan Water District (MWD). Due to the detection of benzene at Well No. 5, the City has been solely reliant on MWD water since May 2019. Lomita Well No. 5 and the CWPF are anticipated to remain offline until construction completes adding granulated activated carbon treatment to the system's process in early 2023.

In August 2022, the City completed a study that evaluated Skypark Commercial Properties (SCP) impact on groundwater contaminants migrating to Lomita Well No. 5 (see Attachment C). The study area encompassed the SCP sources in the City of Torrance and Lomita within the West Coast Basin, a sub-basin of the Los Angeles Basin. The study concluded that that the benzene impacting Lomita Well No.5 traveled from a near surface source. This finding indicated that Silverado Aquifer, in areas near the well, is vulnerable to vertical downward migration of potential

chlorinated volatile organic compounds (cVOCs) impacts. The main cVOCs of concern affecting the area, and likely to affect siting a new well installation are Trichloroethene (TCE) and Tetrachloroethene (PCE). Due to the limited information outside of the SCPs and the lack of monitoring wells in the area, groundwater flow and all historical and/or future contaminants may not have been identified to date.

B. PROJECT DESCRIPTION

The New Groundwater Well Feasibility Study was included in the City of Lomita CIP Master Plan. The purpose of this study is to minimize the City's long-term reliance on imported water and provide a contingency well in case of future adverse impacts to Lomita Well No. 5. The City currently has groundwater rights of 1,352-acre feet (ac-ft) in the West Coast Basin. In its last year of normal operations, CY 2018, Well No. 5 produced 561 ac-ft of groundwater. In the past, CWPF blended well-treated water with imported water at ratios of 40%-60%. The blending ratio was established for aesthetic purposes. Additionally, CWPF only supplies Zone 1, approximately 66% of the city. Future studies may consider supplying Zones 2 and 3 by CWPF. The goal of this Study is to identify preliminary locations where a new groundwater source well installation would be feasible. Recommended well locations may be in City limits or neighboring cities. Following the completion of the Study, the City will elect to either proceed with the next phase to further analyze and perform testing at the recommended locations, or to proceed with the design phase of the new well.

Additionally, the selected Consultant may assist the City in searching, applying, and obtaining grants and allocations from various sources to fund the engineering design and construction phases of this project.

C. DESCRIPTION OF WORK

The purpose of this RFP is to seek the services from an Engineering firm/Consultant to acquire and review groundwater, environmental, hydrogeological, and other historical data to provide site recommendations for the installation of a new groundwater well to serve the City of Lomita.

Services will include, but not be limited to:

- Collect and review existing hydrogeologic data, environmental data, geotechnical data, historical data, and groundwater reports
- Utility and permitting research for proposed well sites
- Prepare preliminary and final reports, identify recommended well installation sites, provide basis for selecting recommended sites, provide cost estimates, and possible constraints
- Federal and State grant funding research
- Project administration

- Hold monthly meetings to update City of Lomita staff

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

F. PROJECT DURATION

The estimated time for to complete this study is four (4) months, which can be subdivided for review as follows:

- One (1) Preliminary Well Feasibility Report
- One (1) Final Well Feasibility Report

One (1) digital pdf, one (1) native digital file, and two (2) physical copies of the Final Well Feasibility Study shall be submitted to the City.

G. PROJECT SCHEDULE

A tentative schedule is included below. The proposals submitted shall use this schedule as a guide to further define an appropriate work schedule in accordance with the requirements of the Scope of Services in Section III. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected consultant.

Milestone	Date
RFP Release	December 15, 2022
Last Day for Questions	January 9, 2023
Issue Addendum	January 11, 2022
Proposal Deadline	January 17, 2023
Consultant Interviews	January 24, 2023
Expected City Council Approval	February 7, 2023
Kick-off & Notice to Proceed	February 15, 2023

***(Dates are estimates)**

SECTION II PROPOSAL REQUIREMENTS

A. GENERAL

The proposal must be concise, well organized and should demonstrate your firm's team qualifications and experience related to this project. The proposal shall be printed on 8½" x 11" pages and include resumes, past experience, graphs, tables, etc. It must include the following:

- I. Cover Letter (one page): Provide a one-page cover letter, which includes the firm name, name, address, and telephone number of the person(s) to be used for contact who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the proposer and to bind the applicant in a contract. The cover letter will include a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. **Any exception on the Proposer's behalf must be stated in the proposal cover letter.**

- II. Qualification and Experience (maximum of 10 pages): The proposed **Engineering Team** shall have experience working with public agencies and/or water purveyors in similar assignments. It is highly desirable that the key project team members have served public agencies in various capacities, are accustomed to working with governmental agencies, have a good understanding of public agency issues, procedures, and policies.

Qualifications and experience to be shown in the proposal shall include, but not be limited to the following:
 - Project organizational chart.
 - Identification of experience of principal staff members, including major sub-consultants. Resumes of principal staff should not exceed one page per person.
 - Identify the availability of your team and the percentage of current workload of staff that would be committed to this project, including sub-consultants.
 - Experience of the firm, the team and subconsultants on similar projects.

- III. Scope of Work and Project Approach (maximum 10 pages): The Consultant shall include in their proposal a detailed scope of work and understanding of the process to undertake such a project and complete it in compliance with all applicable rules, regulations, standards and requirements. Other items to include:
 - Description of your firm's quality/control (Q/C) and quality/assurance (Q/A) procedures that will be used for the Project.
 - Provide a project schedule for various activities by the Engineering Team involved and identify the milestones of major tasks of the Project.

- Discussion of document control.

IV. **Consultant shall submit a fee proposal for the Project in a SEPARATE SEALED ENVELOPE** (or separate email attachment) marked **“Fee Proposal”** along with the Project title. The City will negotiate with the top-ranked consultant in compliance with all applicable federal, state, and local guidelines. Fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. The fee proposal must contain a task and fee breakdown of all components of cost, including labor base rate, overhead and all other direct and indirect costs. The fee proposal shall clearly show hours and cost per task. The task and fee breakdown must match the scope of services in the format, as presented within the RFP. The Consultant and all sub-consultants shall not be compensated by the City for any time spent on commuting to or from the Project site and other peripheral work not directly performed as a result of this Project. The Consultant shall provide their services for the duration of the Project for the approved scope of work and fee. The proposal must remain valid for at least 90 days from the due date of this RFP.

The City will short list the list of candidates to three consulting firms, of which it may interview prior to selection of the top candidate for the project.

V. Prevailing wages will apply if the services to be performed meet the criteria according California Department of Industrial Relations web site at: http://www.dir.ca.gov/dlsr/statistics_research.html. City will not assume any responsibility for Contractor’s failure to pay prevailing wages in accordance with State law.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Consultant represents that it has thoroughly examined and become thoroughly familiar with the work required under this RFP and has the staffing and resources capable of performing quality work to achieve the City’s objectives.

C. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Consultants shall acknowledge receipt of addenda in their proposals.

D. QUESTIONS AND ADDITIONAL INFORMATION

Questions relating to this RFP shall be emailed to the Public Works Department at: publicworks@lomitacity.com no later than **Wednesday, January 9, 2023, at 1:00PM.**

E. PROPOSAL SUBMITTAL

Proposals are due on or before **Thursday, January 17, 2023, AT 1:00 PM:**

One (1) electronic PDF copy of the proposal shall be emailed to the Public Works Department at: publicworks@lomitacity.com with **Proposal for: New Groundwater Well Feasibility Study** in the email Title.

The Fee Proposals shall be emailed to the Public Works Department at: publicworks@lomitacity.com with **Fee Proposal for: New Groundwater Well Feasibility Study**

F. INSURANCE REQUIREMENTS

The successful Consultant shall procure and maintain, for the duration of the contract, insurance policies as listed in Section 17 - Insurance Requirements of the attached sample Professional Service Agreement (PSA), attachment B.

All insurance policies must be open to inspection by the City and copies of policies must be submitted to the City and/or upon written request.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point rating system, as shown in Section IV. The evaluation will be completed by a selection committee composed of staff from the Public Works Department.

H. CHANGES IN THE RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this (RFP), or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received by the Public Works Department not less than five (5) working days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum, and will be sent to each firm recorded as having received a copy of the RFP. Any addendum issued by the City shall become part of the RFP and will be incorporated into the proposal.

I. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a submitter's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

J. POST-SUBMITTAL PROCEDURES

After reviewing and evaluating the proposals that are received, the City will select one or more firms with whom it will negotiate a Professional Services Agreement (PSA). A sample of the standard PSA is included in Attachment B. Those who wish to submit a proposal to the City are required to carefully review the PSA.

The PSA will include a Scope of Services and Fee Schedule (**not-to-exceed amount**), both of which may be modified by mutual consent during the negotiation phase. The Insurance Requirements outlined in the PSA may not be revised or changed. Prior to its final execution by the selected firm and the City, the PSA must be submitted to, and approved by, City Council and/or the City Manager.

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

K. COST LIABILITY

The City of Lomita assumes no responsibility or liability for costs incurred by the Consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

L. INVOICES

Consultant shall submit invoice(s) at the end of each month for the work performed. Each invoice at a minimum shall include the following information:

Project name;
Period for which invoice is submitted;
Invoice number;
Task name;
Balance remaining and percent completed for each task;
Total project budget (approved tasks only) and remaining balance;
Each employee's name, hours of work, date, task, rate, and total charge,
Invoices must be accompanied by payroll and any other supporting documents that will be necessary to expedite the review and approval process.

M. GUIDELINES DURING COVID-19 PANDEMIC

Consultants/contractors shall comply with all local, state and federal laws and regulations including, but not limited to, the Governor's and Los Angeles County Health Officer's orders and guidance related to COVID-19, social distancing, and best practices.

Consultants/Contractors are required to check with the latest guidelines of the Los Angeles County Public Works and the Los Angeles County Public Health for construction sites during the Coronavirus/COVID-19 pandemic

Disclosure: Consultants shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigation by County, State, and/or Federal agencies within the past 5 years. If so, each responding consultant shall identify the agency and contact person, the nature of the investigation and any determination over outcome of said investigation. Non-compliance with this section shall result in rejection of the Proposal, but a consultant's disclosure of any such investigation (even one which resulted in a determination that was adverse to the consultant) will not automatically result in rejection of the Proposal. The occurrence, nature, underlying facts and outcome of any such investigation are not by themselves determinative but are simply included among many factors that will be considered by the City in evaluating Proposals.

SECTION III SCOPE OF SERVICES

DESCRIPTION

This RFP is to solicit proposals for engineering services to complete a feasibility study for a new groundwater production well for the City of Lomita. The following scope of work is a minimum suggested scope for the work of the project. The City is seeking a Consultant to produce a preliminary and final report, as well conducting utility and permitting research to identify requirements and constraints for the proposed well sites. At the direction of the City, the Consultant shall also assist with grant funding research to help fund the design and construction phases of the Project.

The Consultant may provide additional tasks which they feel is pertinent to or adds value to achieving the City's overall project objectives.

The following tasks include, but are not limited to:

Task 1 – General Project Administration & Meetings

- Consultant shall assign a project manager that will serve as the point of contact and coordinate all communication with the City of Lomita staff. The Consultant must provide an experienced Engineering Team that has knowledge and understanding of local hydrogeology, geotechnical analysis, groundwater well design, and preliminary source assessments.
- Consultant shall coordinate a kick-off meeting with Lomita staff and sub-consultants to discuss the scope of the project, develop a work plan to accomplish the project goals, schedule, and identify future constraints.
- In addition to the kick-off meeting, the Consultant shall plan for sufficient meetings with Lomita staff to complete the project. Consultant shall prepare agendas for all meetings and submit them to the City two (2) working days prior the meeting for review. For each meeting, Consultant shall record minutes and distribute them within five (5) working days of the meeting.
- Consultant shall submit monthly progress reports with each invoice. Progress reports shall contain work performed, project concerns and impacts, and the work anticipated for the next month.

Task 2 – Data Research and Investigation

- Consultant shall review existing public data and acquire additional groundwater, environmental and well monitoring data from pertinent agencies including, but not limited to the Water Replenishment District (WRD), State Water Board, and California Department of Water Resources. The link below provides information regarding public water wells within WRD's service area.

https://gis-apps.wrd.org/Html5Viewer/Index.html?viewer=Well_Search.Well_Search

- Consultant shall conduct investigations at recommended sites to comprehensively analyze the feasibility of a new well installation and the recommended locations.
- Consultant shall contact all agencies with facilities within proposed well sites and request documentation that identify the locations of those facilities.
- Consultant shall research and identify all permitting requirements from pertinent agencies for the investigation, design, and drilling/construction operations.
- Consultant shall identify the requirements to construct a well and bring it into service, such as requirements by County Health Department, Water Replenishment District, and the Division of Drinking Water.

Task 3 – Preliminary Well Feasibility Report

- Consultant shall prepare a preliminary well feasibility report that identifies and addresses the following objectives, but is not limited to:
 - Recommended site location(s) for new well installation(s). Consultant shall consider at least three (3) locations;
 - Engineer’s estimate for design completion, drilling/construction, and annual operation and maintenance costs;
 - Permitting requirements and regulations;
 - Estimated life cycle ;
 - Design and constructability constraints that may be encountered at each site;
 - Operation and maintenance considerations at each site;
 - Theoretical well yield capacity;
 - Treatment technology recommendations;
 - Recommended field testing needed at each site; and
 - Preliminary schedule for procurements and the design and construction phases

Task 4 – Final Well Feasibility Report

- The Final Well Feasibility Report shall not commence without prior authorization from the City of Lomita staff. The Final Report shall address all Staff comments and recommendations as it pertains to the objectives listed in Task 3.

One (1) digital pdf copy, one (1) digital native file copy of the Final Well Feasibility Report, and two (2) bound hard copies shall be submitted to the City.

The following are Optional items of work that shall not be started without authorization from the City of Lomita. The City reserves the right to exercise its option to remove or proceed with the following Tasks.

Optional Task 5 – Funding Research

- Consultant may assist the City by researching grant/funding opportunities and preparing documentation for applications for the completion of the design and construction phases of the project. Consultant shall assume 30 labor hours of work and coordination for this Task. Work under this task shall include, but not be limited to, researching State and Federal funding opportunities that the City and project qualify for, maintaining communication with funding parties as needed, and the completion of funding applications as needed.

SECTION IV

SELECTION OF CONSULTANTS

All proposals will be evaluated by a City of Lomita Selection Committee (Committee). The Committee may be composed of City of Lomita staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Lomita Project Manager only.

The selection committee will review the submitted proposals according to the below evaluation criteria and weighting factors. The committee will then establish a shortlist based on the highest ranked proposals. The shortlist will include enough qualified consultants to ensure that at least three consultants are interviewed.

After the interview, the committee will reestablish a final ranking of the highest ranked consultants. The highest ranked consultant will be selected for the project. Cost proposals for all qualified consultants will be opened and used to begin negotiations, however, with the highest ranked consultant. If an agreement on fees cannot be reached, then negotiations will proceed to the second highest qualified consultant, and so on and so forth until a final agreement is reached with a consultant.

The proposals will be evaluated based on the following:

A. PROFESSIONAL QUALIFICATIONS - 20 points

Identify individuals who will be assigned to this project by name, title and their role on this project. Indicate which of these individuals you consider key to the successful completion of the project. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-consultants shall be included.

B. PAST EXPERIENCE WITH SIMILAR PROJECTS - 30 points

The written proposal must include a list of specific experience in the project design area and indicate proven ability in designing similar projects for the firm and the individuals to be assigned to the project. Experience in groundwater well feasibility studies, well design projects, relevant hydrogeological work, groundwater monitoring and sampling, groundwater resource assessments and investigations, similar municipal water projects and regulatory compliance. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A complete list of client references must be provided for similar projects completed within the last two years. It shall include the

firms/agencies name, address, telephone number, project title, and contact person.

C. PROPOSED WORK PLAN – 40 points

A detailed work plan is to be presented and should outline the overall project understanding, approach, and list all tasks determined to be necessary to accomplish the overall scope of the project. The work plan shall include, but is not to be limited to, the objectives/tasks listed in Section II of the RFP. The work plan shall define resources needed for each task (title and labor hours) and staff persons completing the project element tasks. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

D. FEES - 10 points

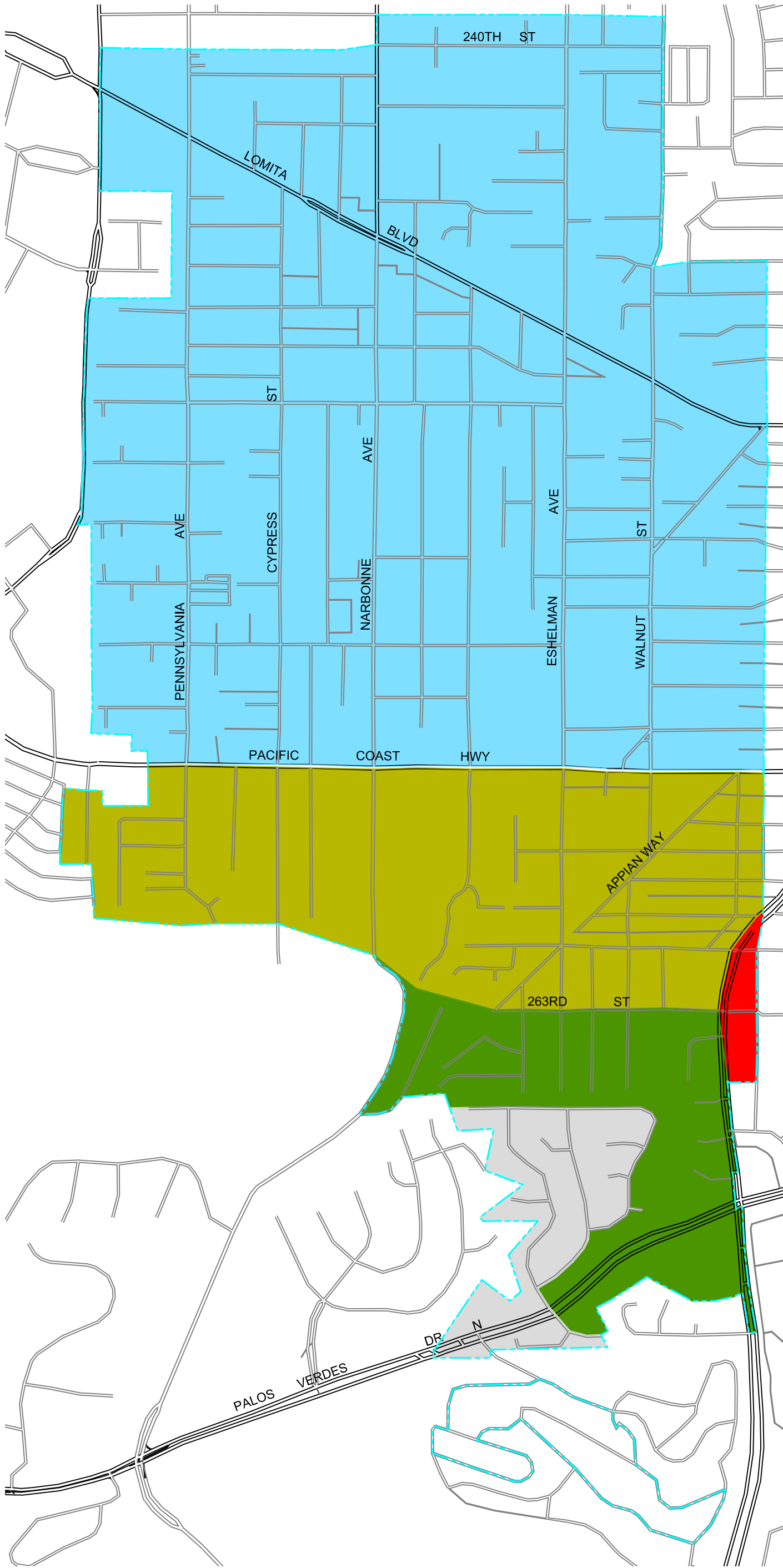
Submit a fee schedule in a separate sealed envelope with proposal. Fee schedule shall clearly identify each task, number of hours assigned to each task, name and title of individual assigned to each task, hourly rate of each individual, and total hours and total dollar amount for the project.

E. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

ATTACHMENT - A GENERAL CITY MAP

ATTACHMENT - B CITY WATER PRESSURE MAP



LEGEND

- ZONE 1
- ZONE 2
- ZONE 3
- ZONE 4
- CAL WATER
- CITY LIMITS BOUNDARY



NOT TO SCALE

PRESSURE ZONES

**ATTACHMENT - C
HIGH-LEVEL EVALUATION OF POTENTIAL
IMPACTS FROM CHLORINATED SOLVENTS
ON LOMITA WELL #5**



High-Level Evaluation of Potential Impacts from Chlorinated Solvents on Lomita Well #5

City of Lomita

30 August 2022

318160-40240



[advisian.com](https://www.advisian.com)

February 21, 2023, Reg CC Mtg., Page #229



Disclaimer

This report has been prepared on behalf of and for the exclusive use of City of Lomita, and is subject to and issued in accordance with the agreement between City of Lomita and Advisian (Worley Group Inc.). Advisian (Worley Group Inc.) accepts no liability or responsibility whatsoever for it in respect of any use of or reliance upon this report by any third party. Copying this report without the permission of City of Lomita and Advisian (Worley Group Inc.) is not permitted.

Company details

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3621 S. Harbor Boulevard, Suite 100
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USA

T: +1 626 803 9000



Signatures

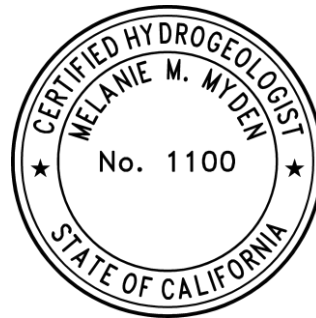
This report and Advisian's work contributing to this report, were reviewed by the undersigned and approved for use.



Handwritten signature of Mark R. Trudell in black ink.

Mark Trudell

Principal Hydrogeologist
California State Hydrogeologist No. 866



Handwritten signature of Melanie M. Myden in black ink.

Exp. 03/31/2024

Melanie M. Myden

Senior Hydrogeologist
California State Hydrogeologist No. 1100

Handwritten signature of Stephanie Botha in blue ink.

Stephanie Botha

Project Manager / Senior Hydrogeologist

Handwritten signature of Martin Hendrie in blue ink.

Martin Hendrie

Senior Hydrogeologist



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Appendix

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Acronyms and Abbreviations

Acronym/abbreviation	Definition
CDWR	California Department of Water Resources
COCs	Contaminants of Concern
CSM	Conceptual Site Model
cVOCs	Chlorinated Volatile Organic Compounds
DCE	Dichloroethene
DWR	Department of Water Resources
F _{oc}	Fraction of Organic Carbon
HSC	Hi-Shear Corporation
K _{oc}	Soil Adsorption Coefficient
MCL	Maximum Contaminant Level
PCE	Tetrachloroethene
RWQCB	Regional Water Quality Control Board
RWTA	Regional Water Table Aquifer
SCP	Skypark Commercial Properties
SVE	Soil Vapor Extraction
SWRCB	State Water Resources Control Board
TCE	Trichloroethene
TRI	Toxic Release Inventory
USGS	United States Geological Survey
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
VC	Vinyl Chloride
WCBBP	West Coast Basin Barrier Project
WRD	Water Replenishment District

1 Introduction

The City of Lomita (the City) contracted Worley Group Inc., operating as Advisian, to conduct a high-level assessment of potential future impacts of chlorinated volatile organic compounds (cVOCs) in groundwater, originating from the Skypark Commercial Properties (the SCPs), on the City's sole groundwater production well (Lomita Well #5). The locations of the SCPs and Lomita Well #5 is shown in Figure 1-1.

The SCPs include several properties located within a single assessor parcel number (APN No. 7377-006-906) which is in and owned by the City of Torrance, located approximately 1.25 miles northwest (hydraulically upgradient) of Lomita Well #5.

The SCPs have been under investigation under the oversight of the Regional Water Quality Control Board (RWQCB) since at least 1991, and specifically since 2009 under a California Water Code Section 13267 Investigative Order, to delineate the lateral and vertical extent of cVOCs (i.e., trichloroethene [TCE], tetrachloroethene [PCE], dichloroethene [DCE] and vinyl chloride [VC]), in soil, soil vapor and groundwater. To date, cVOC impacts have been reported within the Gage aquifer, a regional water table aquifer (RWTA) that is an important water bearing zone in the area. A cVOC plume in groundwater is interpreted to be migrating east-southeast with the RWTA beneath residential properties located east of Crenshaw Boulevard in Lomita, California.

This report provides an overview of the conceptual site model (CSM) and subsequent analytical modelling used to evaluate the long-term fate and transport of cVOCs from the SCPs and potential future impacts on Lomita Well #5.

1.1 Purpose and Scope of Work

The following scope of work was conducted to provide a preliminary analysis of potential water quality impacts due to migration of contamination towards Lomita Well #5:

- Review available data/information including current site conceptual model(s), water levels, water quality data, pumping rates and other data as available and applicable to develop an understanding of groundwater flow conditions and contaminant distribution
- Develop an analytical model to simulate potential migration of contamination towards Lomita Well #5
- Assess modeling results to evaluate potential travel time and water quality impacts at Lomita Well #5
- Conduct sensitivity analysis simulations to understand potential uncertainty relating to model input parameters and assumptions; and
- Document findings in a brief technical memorandum.

Figure 1-1 Map Showing Location of Skypark Commercial Properties, Lomita Well #5, and Approximate Project Area



2 Conceptual Site Model

This section contains an overview of the CSM for the Project Area (refer to Figure 1-1). The CSM is based on publicly available data and has been developed to include descriptions of the environmental setting, potential sources, contaminants of concern (COCs), contaminant fate and transport processes and pathways, and potential receptors.

The information summarized below is not intended to provide a comprehensive description of the SCPs or include all historical activities, but to provide context for the CSM that provided the basis of the evaluation herein.

Additional information on environmental conditions and site characterization associated with the SCPs has been documented by numerous authors including the consulting firms Hygienetics, Inc. (1991), SCS Engineers (1991a, 1991b and 1992), Camp Dresser & McGee (1991), Geosyntec Consultants (1995), BBL Environmental Services Inc. (BBL; 2000 and 2001), Environmental Engineering & Contracting, Inc. (EEC; 2008), Winefield & Associates (2010) Alta Environmental (Alta; 2013), Terraphase (2022a and 2022b), and Genesis Engineering and Redevelopment (2021). Historical reports are maintained on the State Water Resources Control Board (SWRCB) GeoTracker website (SWRCB 2022).

2.1 Site Location and Land Use

The Project Area encompasses both the City of Torrance (where the SCPs are located) and the City of Lomita (where Lomita Well #5 is located). The Project Area is located in southern Los Angeles County, California, approximately 15 miles south-southwest of downtown Los Angeles.

Land use within the vicinity of the SCPs is a mix of commercial and industrial use and contains the Torrance Municipal Airport. The SCPs are bordered by Skypark Drive on the north, the Pacific Coast Highway on the south and Crenshaw Boulevard to the east. Residential communities within the City are located east and southeast of Crenshaw Boulevard.

As indicated in the City of Lomita Water Master Plan Update (KEC Engineers, Inc. [KEC] 2015), Lomita Well #5 is located at 26112 Cypress Street, Lomita, California, approximately 1.25 miles southeast of the SCPs, as shown on Figure 1-1. The well is the main component of the Cypress Water Production Facility and is located in an area which includes a mixture of commercial and residential properties.

2.2 Historical Site Information

The SCPs comprise an approximately 12.25-acre property that is owned by the City of Torrance and has reportedly been occupied by Hi-Shear Corporation (Hi-Shear) and other parties since at least 1954. Hi-Shear's primary business is understood to be the manufacture of metal fasteners used in the aerospace industry (BBJ Group and Ramboll 2021 and GE&R 2021a).

Various subsurface features are reported to have existed at the SCPs, including underground storage tanks (USTs) and clarifiers (which included storage of TCE-containing solvents), an industrial wastewater treatment plant, and various above ground storage tanks for plating operations. Historical records also

indicate that Hi-Shear had degreasing units that used PCE, and several spray booths for paints and solvents. Annual Toxic Release Inventory (TRI) Form R reports also indicate that several chemicals (including PCE, TCE, and 1,1,1-Trichloroethane [1,1,1-TCA]) were used at the SCPs (Hygienics 1991; BBJ Group and Ramboll 2021).

The SCPs have been subject to environmental site assessments and investigations since at least 1991, according to records (SWRCB 2022) that indicate a Phase I Environmental Site Assessment was performed by Hygienetics, Inc. in May 1991. The earliest soil and groundwater investigations were performed by Camp Dresser & McKee, Inc. (1991) and SCS Engineers (1991), both of whom reported cVOCs impacts to the shallow soil and groundwater system. The primary COCs include TCE and PCE. Several subsequent site investigations conducted at the SCPs confirmed cVOCs impacts to soil, soil vapor, and groundwater (perched and regional) and aimed to delineate the vertical and lateral extent of contamination, as summarized by BBL (2001), EEC (2008), Winefield & Associates (2010), and GE&R (2021a & b).

In addition to environmental investigation activities, various remediation approaches including soil vapor extraction (SVE) (intermittently since at least 1999 [BBL 2000] and recently restarted), and groundwater remediation (with various phases from pilot to full-scale studies between approximately 2012 and 2017) have been implemented at the SCPs (Alta 2017; Terraphase 2022a and 2022b).

While some source removal of cVOCs has occurred, a groundwater plume remains on-site that extends downgradient from the source area at the SCPs to the east-southeast beneath neighboring properties in the City of Lomita (GE&R 2021a and MK Environmental 2021).

2.3 Regional Geologic Setting

The Project Area is located within the West Coast Basin, a sub-basin of the Los Angeles Basin. The West Coast Basin encompasses approximately 140 square miles, extending from the Pacific Ocean southeast to the Palos Verdes Hills, San Pedro Bay, and Orange County (California Department of Water Resources [CDWR] 1961). The West Coast Basin is separated from the Central Basin to the east by the Newport-Inglewood uplift, a regional anticlinal fold, which extends approximately 40-miles southeast from Beverly Hills to Newport Beach (USGS 2003).

The West Coast Basin contains a series of aquifers and aquicludes. Aquifers are composed of thick, permeable sediments that are a source of water to groundwater wells. The term "aquiclude" describes the less permeable silt and clay layers that separate the aquifers in some locations. The shallowest groundwater underneath the Project Area is an unconfined semi-perched aquifer. This semi-perched aquifer is composed of Recent age marine and estuarine deposits. Beneath the semi-perched aquifer is the Bellflower Aquiclude. Regionally, the Bellflower Aquiclude is approximately 100 to 120 feet (ft) thick and composed of finer-grained sediments (clay, silt, sandy silt, silty sand, clayey sand, sandy clay, and gravelly clay). Where the Bellflower Aquiclude is found, the finer-grained sediments inhibit groundwater movement between the semi-perched aquifer and the underlying Gage Aquifer.

The semi-perched aquifer is underlain by the Upper Pleistocene marine and nonmarine alluvial terrace deposits of the Lakewood Formation, a heterogenous unit dominated by sandy silts and silty sands interbedded with varying thicknesses of sand. The entire Lakewood aquifer system ranges in thickness from 150 to 400 ft and includes the Gage Aquifer system (USGS 2003). The Gage Aquifer is the regional

water table aquifer (RWTA) which underlies the Project Area. It is approximately 200 ft thick near the SCPs and regionally consists primarily of sand with trace amounts of gravel and thin beds of silt and clay. According to geologic reports, the Bellflower Aquiclude may be absent in the vicinity of the Project Area and aquifers present are thought to be in hydraulic continuity with the surface (CDWR 1961).

The Lakewood Formation is underlain by the Lower Pleistocene San Pedro Formation, which is underlain by the Pliocene Pico Formation. The San Pedro Formation includes the Silverado Aquifer. The uppermost portion of the San Pedro Formation consists of a clay layer between 40 to 100 ft thick which separates the Gage Aquifer and underlying Silverado Aquifer. Although Alta (2012) reports that the clay layer may be locally absent in the Torrance area as noted by Hargis and Associates (1991) in BBL (2002). Reportedly, in this area the Gage and Silverado Aquifers appear to merge. The Silverado Aquifer, the lowermost aquifer of the San Pedro aquifer system, produces the most water in the system and is estimated to be between 250 and 500 ft below the SCPs. The Pico Formation is composed of mostly marine sediments which include interbedded layers of sandstones, siltstones, and mudstones (CDWR 1961).

The Pico Formation is underlain by the Miocene Monterey Shale and Puente Formation. Basement rock beneath this sedimentary sequence is the Catalina schist facies of the Franciscan Formation.

A summary of the regional geological stratigraphy is shown in Table 2-1.

Table 2-1 Regional Geological Stratigraphy in Project Area

Age	Formation	Aquifer/Aquitard
Holocene (Recent)	Active Dune Sand	Semi-Perched Aquifer
	Alluvium	Bellflower Aquitard Gaspur/Ballona Aquifer
Upper Pleistocene	Older Dune Sand	Semi-Perched Aquifer
	Lakewood Formation	Exposition-Artesian Aquifer Gage Aquifer (200 ft sand aquifer)
Lower Pleistocene	San Pedro Formation	Hollydale Aquifer Jefferson Aquifer Lynwood Aquifer (400 ft gravel aquifer) Silverado Aquifer Sunnyside Aquifer Lower San Pedro Aquifer
Upper Pliocene	Pico Formation	

Source: USGS Water Resource Investigation Report 03-4065 (USGS 2003)

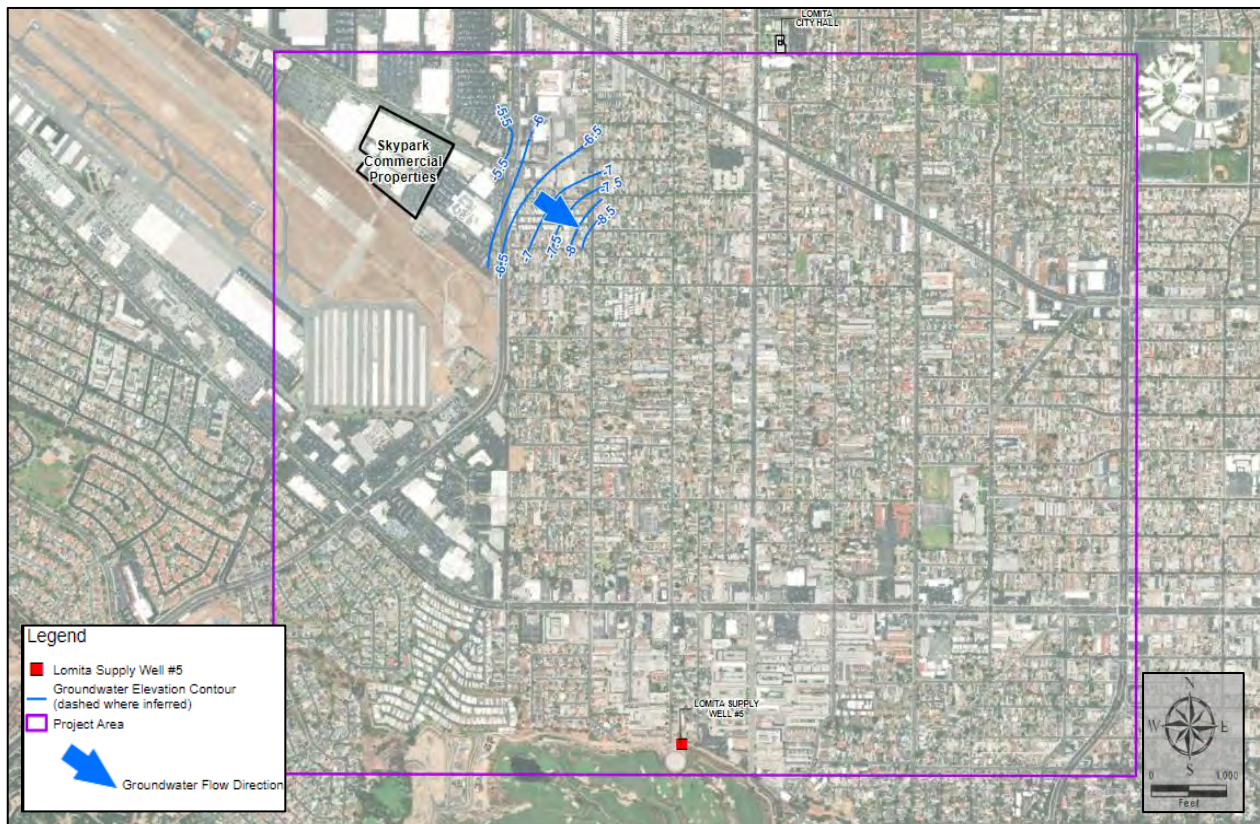
2.4 Regional Hydrogeologic Setting

A review of Bulletin 104 (CDWR 1961) indicates that the RWTA is interpreted to be within the Gage Aquifer. The review suggests a depth to the top of the Gage Aquifer of approximately 60 ft. The RWTA was

encountered during site investigations at the SCPs at approximately 80 to 90 ft below ground surface (bgs) (BBL 2002; Alta 2013; and GE&R 2021a & b) and at 133 to 138 ft bgs near Lomita Well #5 (ETIC 2020 and PIC 2022). Near the SCPs, the RWTA is known to extend to a depth of at least 285 ft bgs, indicating a saturated thickness of at least 190 ft (Alta 2013).

As shown on Figure 2-1, groundwater flow in the RWTA is generally towards the east-southeast direction with a horizontal hydraulic gradient between 0.0008 to 0.004 (with an average of 0.0021) as reported in Alta (2017) and GE&R (2021). The regional groundwater flow direction has not changed since monitoring began (in 1991) and is thought to be impacted by injection of water to the west via the West Coast Barrier Basin Project (WCBBP) and regional groundwater extraction southeast of the SCPs (Alta 2013 and GE&R 2021a). Injection wells in the WCBBP create a north-south trending mound of fresh water from the Los Angeles International Airport area, south to the Palos Verdes Hills. Injection wells also form a protective mound at the Dominguez Gap Barrier located southeast of the Project Area near Wilmington (CDWR 2021).

Figure 2-1 Groundwater Flow in the Gage (RWTA) Aquifer



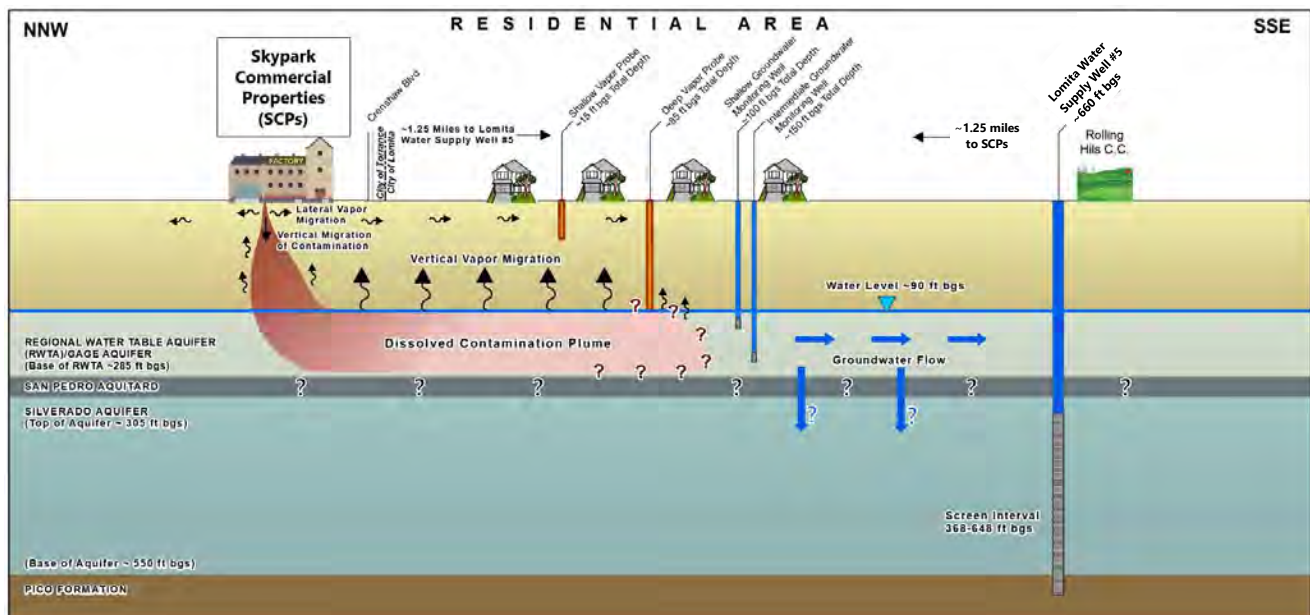
The Water Replenishment District (WRD) has one nested monitoring well (Lomita #1) within the Project Area. There are six individual zones that are screened as part of the nested monitoring well, including screens installed within (from shallowest to deepest): the Gage (two zones), Lynwood, Silverado (two zones) and Pico Aquifers. Screen depths range from 120 to 1260 ft bgs (WRD 2021). Historically, water

levels in the Silverado Aquifer are generally deeper than those of the Gage Aquifer by approximately 1 to 4 ft (WRD 2021).

In 2002, BBL reported that the vertical groundwater flow gradient in the RWTA observed in cluster wells was directed downward; however, more recent data (Geosyntec 2010) for the cluster wells are inconclusive. A review of TCE concentrations in one well cluster (BBL 2002) also suggested that chlorinated solvents are primarily migrating laterally through the RWTA versus vertically.

A conceptual model of the hydrogeological setting is shown as Figure 2-2.

Figure 2-2 Conceptual Model of Hydrogeological Setting



2.5 Lomita Well #5

The City of Lomita’s only groundwater production well (Lomita Well #5) is located approximately 1.25 miles southeast of the SCPs. Lomita Well #5 was drilled and completed in January 1971, with an approximate production capacity of 1,500 gallons per minute (gpm; Dudek 2022). The well is 660 ft deep and is perforated from 368 to 648 ft bgs within the Silverado Aquifer (KEC 2015). The City currently has adjudicated rights of 1,352 acre-feet of groundwater, annually (WRD 2021a).

In 2018, the Los Angeles Regional Board received notification of a benzene detection in Lomita Well #5. Analytical testing data from Lomita Well #5 reported concentrations of benzene at 0.54 micrograms per liter (µg/L) in May 2018, 3.2 µg/L in April 2019, and 3.7 µg/L in May 2019, and Lomita Well #5 was subsequently taken off-line. The Los Angeles Regional Board has initiated an investigation to identify the source(s) of benzene impacting Lomita Well #5. Investigations of USTs that were used to store gasoline at several sites located hydraulically upgradient from Lomita Well # 5 haven recently been undertaken; however, to date, the source(s) of benzene in the Silverado Aquifer has not been determined (ETIC 2020 and PIC Environmental Services [PIC] 2022).

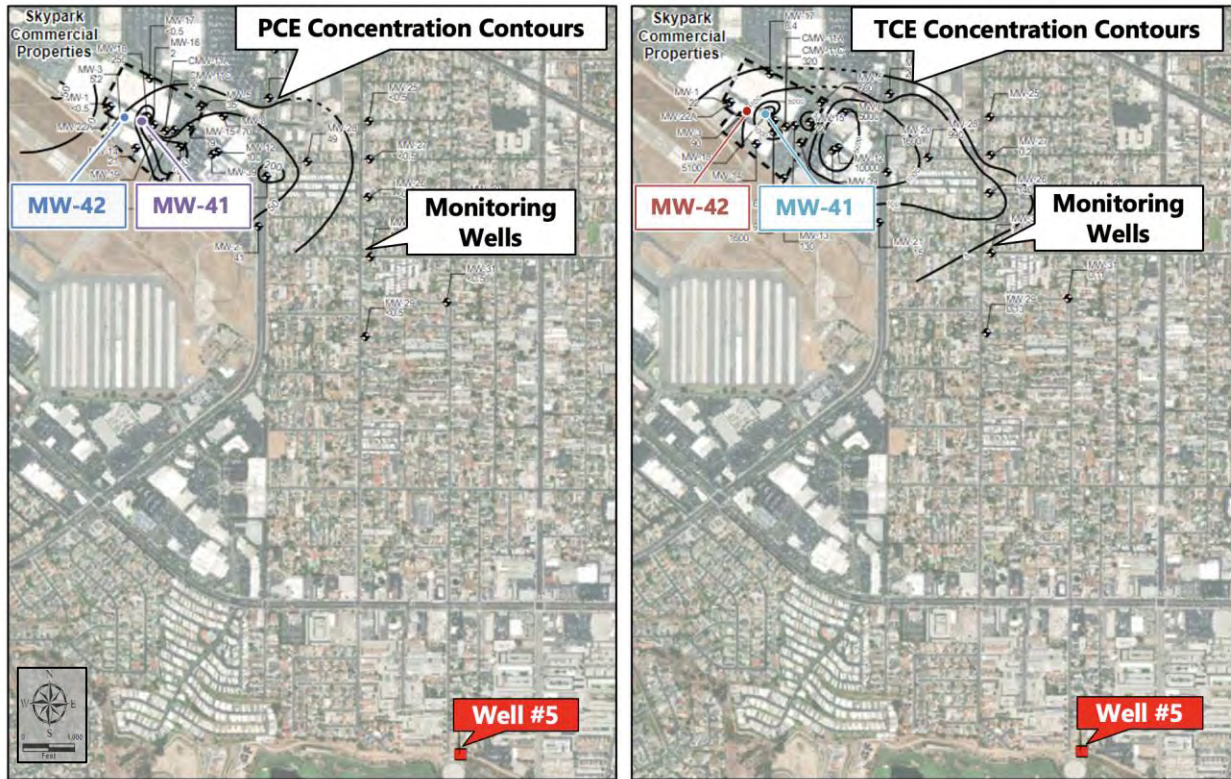
2.6 Contaminants of Concern (COCs)

Substantial releases of cVOCs (specifically PCE and TCE) have occurred within the SCPs due to activities and infrastructure at the site which have impacted soil, soil vapor and groundwater. Degradation products of PCE and TCE, including cis-1,2-dichloroethene (cis-1,2-DCE), trans-1,2-dichloroethene (trans-1,2-DCE), 1,1-dichloroethene (1,1-DCE) and vinyl chloride (VC) have also been detected above respective screening levels in groundwater. In 1991, the first reported groundwater well (MW-1) was installed within the RWTA at the SCPs. Reported concentrations of PCE, TCE, and 1,1-DCE were 220, 6,600, and 20 µg/L, respectively (Hygienetics 1991).

Since 1991, a number of site investigations have been performed to delineate the source concentration area(s) and plume migration over time. Historical site investigations have consistently shown that cVOCs within the RWTA have migrated as a co-mingled plume east-southeast from the SCPs impacting downgradient properties east of Crenshaw Boulevard (Winefield & Associates 2010; Alta 2016; and GE&R 2021a).

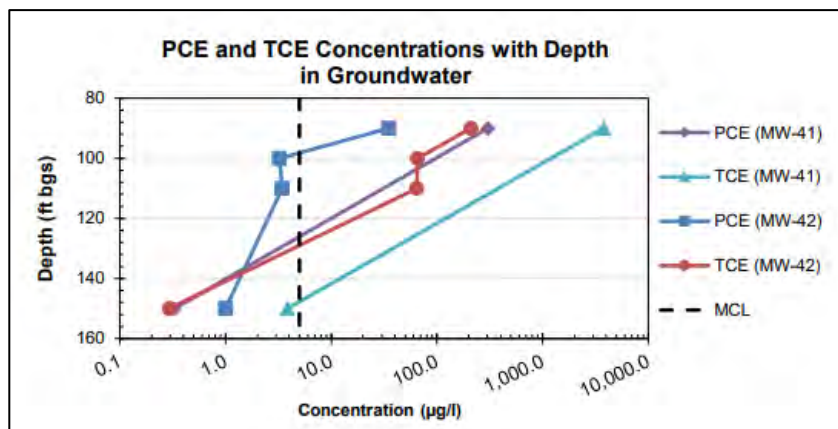
A summary of PCE and TCE concentrations and iso-concentration contours are shown on Figure 2-3. The figure is based on recent data (from November 2019) showing the area of groundwater impacted beneath and downgradient of the SCPs beneath the City of Lomita, east of Crenshaw Boulevard (GE&R 2021a).

Figure 2-3 PCE and TCE Concentration Contours in the RWTA, November 2019 (from GE&R 2021a)



Vertical delineation of groundwater impacts was undertaken in 2021 (GE&R 2021b). As shown on Figure 2-3, PCE and TCE concentrations in the RWTA progressively decrease with depth to concentrations below the maximum contaminant level (MCL) of 5 µg/L at approximately 150 ft bgs. No impacts to the Silverado Aquifer have been reported to date. However, the number of wells installed in this aquifer are limited in the Project Area.

Figure 2-3 PCE and TCE Concentrations with Depth in Groundwater (from GE&R 2021b)



3 Modelling Methodology

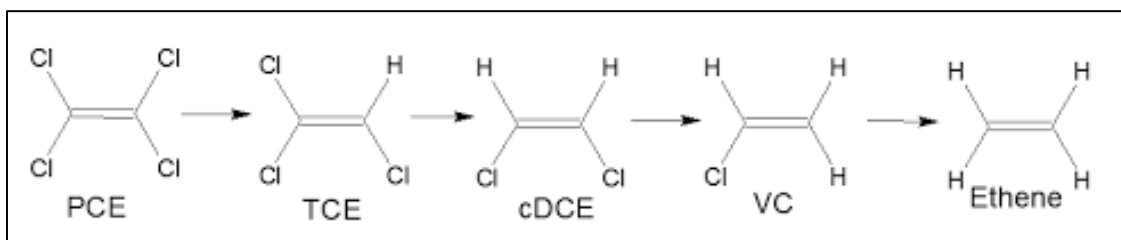
3.1 BIOCHLOR Model

The analytical model BIOCHLOR (version 2.2), developed by the United States Environmental Protection Agency (USEPA 2000 and 2002), was used to model the fate and transport of cVOCs in the Project Area. BIOCHLOR is designed to solve the problem of solute transport in uniform (one dimensional, steady state) groundwater flow.

In BIOCHLOR, solute transport is analytically solved using the modified Domenico model (Domenico 1987) with first order biotransformation and source decay. Mechanisms for the transport of solute include advection and three-dimensional dispersion, sorption of the solute onto soil, and biotransformation of the solute from parent to daughter compound via first order decay. BIOCHLOR is specifically designed to model the fate and transport of chlorinated solvents through sequential decay (i.e., the PCE-TCE-DCE-VC sequence).

Biodegradation is an important process in the natural attenuation of chlorinated solvents. The majority of solvent biodegradation occurs by reductive dechlorination (Wiedemeier et al. 1996) as shown in Figure 3-1. Evidence of plume mass reduction is noted at the SCPs through the decreasing abundance of parent compounds (TCE or DCE) relative to degradation products (DCE and VC) at downgradient locations which indicates biodegradation is likely occurring (GE&R 2021a).

Figure 3-1 Reaction Sequence of Chlorinated Ethenes (from Parsons 2004)



For the BIOCHLOR model to be applicable, the following key assumptions must be met:

- **Uniform Flow:** The plume must be contained within a volume of porous media such that the groundwater velocity and dispersivity are relatively constant (i.e., within a single aquifer versus multiple aquifers). In general, this condition is met as the plume is thought to be migrating primarily within the Gage Aquifer (i.e., the RWTA).
- **Known Source:** A source of known size of sufficient mass to the groundwater flow field so as to maintain constant concentration. Although the size and concentration of the initial source area is unknown, there is sufficient data over a significant timeframe (1991 to 2021) to characterize the source area for the purposes of the evaluation herein.
- **First Order Decay Kinetics:** The compounds under consideration must transform as a decay chain with first-order kinetics. This is a reasonable assumption for chlorinated solvents. Degradation



coefficients can be selected via the process of model calibration to calibrate to measured solute concentrations.

- **Advection Transport:** It is assumed within BIOCHLOR that advection is the dominant transport mechanism for cVOCs in groundwater at the Site.

The BIOCHLOR model cannot mathematically accommodate and simulate a single contaminant source both before and after mass-removal remediation (within the same model). The model therefore assumes a non-remediated source, incorporating PCE concentrations at the source which reflect aquifer conditions prior to removal of the contaminant source material. In this manner, the model presents a conservative simulation as it does not account for any reduction in cVOC concentrations that might be realized from historical or proposed removal actions.

3.1.1 BIOCHLOR Model Input Parameters

A summary of all model input parameters is provided in Appendix A and discussed below.

3.1.1.1 Model Domain and Simulation Timeframe

A definitive source of cVOCs has not been identified; however, data from as early as 1991 indicates that cVOCs were identified within the shallow groundwater system at that time (Hygienetics 1991 and BBL SCS Engineers 1991). It is possible that the cVOCs could date back to a time significantly earlier than 1991 (e.g., manufacturing activities have been occurring at the SCPs since 1954) and therefore, a simulation time of 100 years was initially selected to simulate steady-state conditions.

One source area was modelled for the CSPs based on the CSM. The model source area was configured as a single-planar source the width of the groundwater plume (approximately 280 ft, based on current plume maps; GE&R 2021a) and the thickness of the RWTA interval (190 ft). A modelled area width and length of 280 and 5,000 ft, respectively, was simulated.

It is noted that the width is not necessarily critical to the modeling outcome as the modelling is used to simulate the maximum concentrations along the centerline of the plume (i.e., along the axis of the wells for which the data are modelled).

3.1.1.2 Hydrogeology

The hydraulic gradient (i) within the source area was estimated from groundwater levels measured between 2013 and 2019 (GE&R 2021a). The groundwater flow direction (east to southeast) and hydraulic gradient have remained relatively unchanged since groundwater monitoring began in 1991 based on the available data. An average hydraulic gradient of 0.0021 ft/ft was used for all simulations (as noted in Section 2.4).

Aquifer tests at the SCPs have yielded hydraulic conductivity (K) values that range in magnitude from 2.4 to 4 ft/day (BBL 2002) up to 46 to 58 ft/day (Alta 2013). The modelled K -values were varied over two orders of magnitude within a range consistent with reported values. An assumed effective porosity (n_e) consistent with that of silty sands to clean sands (0.25; Gibb et al. 1984) was used for all simulations.

As discussed above, the mean K , I , and n_e values were used as inputs to the model to determine seepage velocity (v).

3.1.1.3 Dispersion

Dispersion was calculated in the model based on the observed length of the plume using data from November 2019 (GE&R 2021a). Concentrations of TCE and PCE were observed downgradient of the assumed source area in shallow monitoring wells MW-28 (49 $\mu\text{g/L}$) and MW-21 (41 $\mu\text{g/L}$) but were not detected in monitoring wells MW-25, MW-27, MW-26, or MW-36 (all located along Pennsylvania Avenue). Based on the reported non-detectable concentrations at these wells from 2019 data (GE&R 2021), a plume length of approximately 2,000 ft was estimated for the purposes of this evaluation.

A fixed value for the longitudinal dispersivity (10 percent of the plume length), based on data summarized in Aziz et al. (2000), was employed. Transverse dispersivity was assumed to be 30 percent (0.30) and vertical dispersivity was assumed to be five percent (0.05) of the longitudinal dispersivity, respectively (Aziz and Newell 2002).

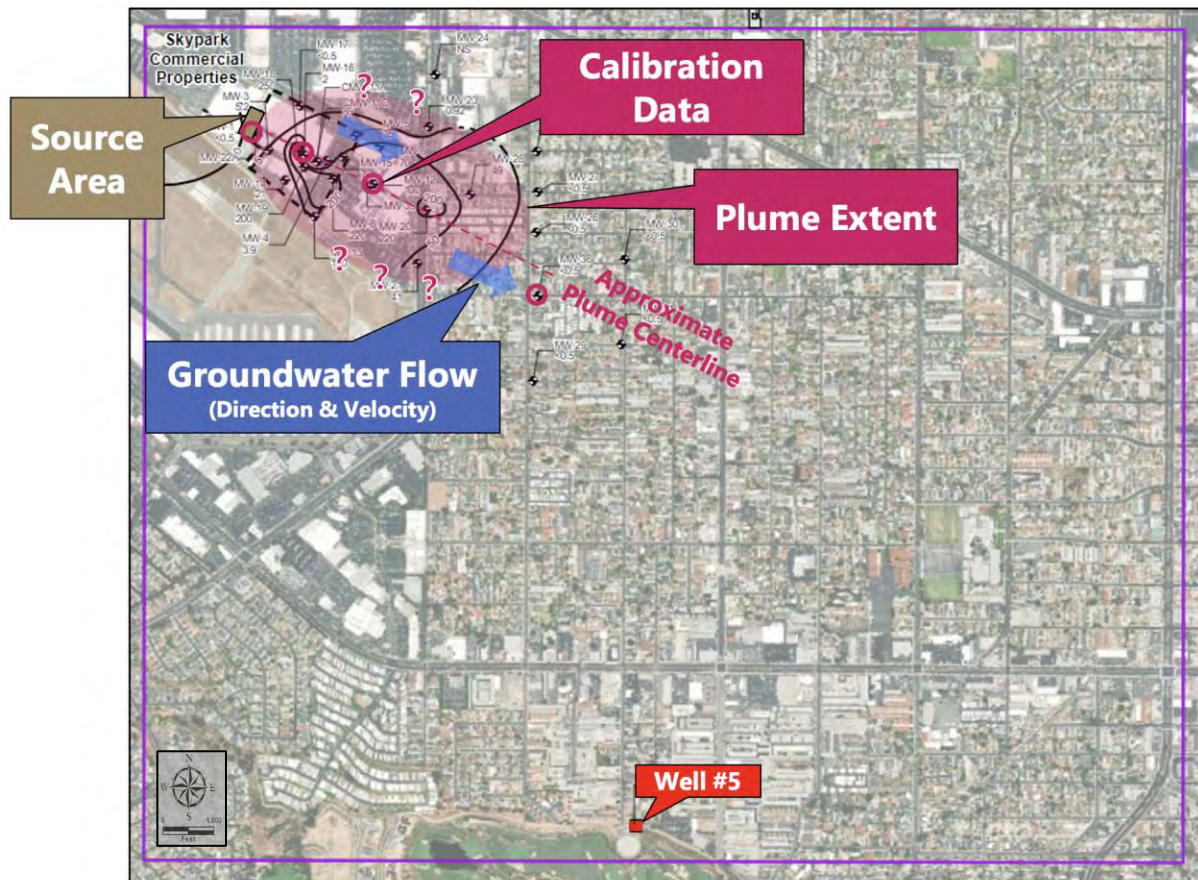
3.1.1.4 Rate Constants (Adsorption and Biotransformation)

Source area concentrations are expected to decrease through mass lost due to advection out of the source area, volatilization, and chemical and biologic degradation processes. A non-decaying source area was used in the BIOCHLOR. Source decay is described by a constant (k_s) and accounts for all of the processes that reduce the source area concentration and is different from the biodegradation rate (λ), which only addresses the rate of biologic transformation.

Biodegradation rate constants were estimated using literature data and field data from existing monitoring wells (e.g., MW-18, MW-12, MW-28, and MW-36). These wells were used to define the approximate plume centerline, as shown on Figure 3-2. Rate constants were estimated through calibration of the BIOCHLOR model to cVOC concentration data from monitoring wells near the plume centerline. As field data to date indicates that only the Gage (RWTA) aquifer has been impacted, only cVOC data from RWTA wells were used. In addition, data were used only from wells in the part of the plume deemed to be anaerobic (i.e., dissolved oxygen values less than 1 mg/L).

To define a model retardation factor for the modeled cVOCs, the retardation factor was calculated within BIOCHLOR based on the soil bulk density, fraction organic carbon (F_{oc}), and partition coefficient values. All parameters were initially assumed based on literature values as defined in Appendix A. As noted above, rate constants were estimated by adjusting values within literature ranges until the BIOCHLOR concentration predictions reasonably matched the field data.

Figure 3-2 Conceptual Diagram of BIOCHLOR Model Setup and Calibration Data



3.1.1.5 Source Area Concentrations and Field Data

Source area concentrations were based on data provided in the initial site investigation reports (Hygienetics 1991 and CDM 1991). A single monitoring well (MW-1) was installed within the RWTA and reported concentrations were above referenced guideline values for PCE (220 µg/L), TCE (6,600 µg/L), 1,1,1-TCA (6 µg/L), and 1,1-DCE (20 µg/L). For this evaluation, it is assumed that the initial source concentrations would be similar to (or within an order of magnitude) to the values reported in 1991 at MW-1.

Field data from the most recent site conceptual model report (GE&R 2021a) were used to calibrate the model. Concentrations of PCE, TCE, DCE and VC at monitoring wells MW-18 (proximal to the assumed source area), MW-12 (750 ft), MW-28 (1,500 ft), and MW-36 (2,425 ft), located downgradient of the assumed source area and along the plume centerline, as reported in GE&R (2021a) were used to calibrate the model.

3.1.2 Model Calibration

Model calibration involved finding a set of fate and transport parameters that result in the BIOCHLOR model output producing a reasonable match to the plume concentration distribution as measured in the field. The BIOCHLOR model was calibrated using a deterministic approach to represent current site conditions assuming steady-state groundwater flow. It is noted that the model calibration does not account for active groundwater remediation that has occurred on site but does account for biodegradation of the source.

PCE and TCE are considered the primary COCs and therefore the model calibration focused on the PCE and TCE plumes. To represent current site conditions, PCE and TCE concentration data from monitoring wells located within the assumed source area and along the centerline axis of the plume (MW-18, MW-12, MW-28, and MW-36) were used to compare against the simulation results.

Adjustments were made to the seepage velocity parameters (i.e., K and i) within range of reported values and the biotransformation (degradation) rates were adjusted for each cVOC.

For PCE, the match between simulated and observed concentrations indicate the model is generally able to reproduce field conditions under the given assumptions.

For TCE, during the initial calibration process, there was discrepancy between the model results and field data. In reviewing the model results and field data it became apparent that reported concentrations of TCE at MW-1 in 1991 (6,600 µg/L) were two orders of magnitude lower than reported concentrations at MW-3 (25,000 µg/L) in 2001 (BBL 2001), which is an indication that the original source concentration was likely much higher than that reported in 1991 or that there is more than one contributing source. Thus, the source concentration value for TCE in BIOCHLOR was increased to 70 mg/L which provided a better fit to the TCE field data.

It is noted that the model generally overestimates biodegradation in the area of the plume near the source zone and underestimates biodegradation at the leading edge of the plume. This suggests that the modelled biodegradation rate may be higher than is actually occurring in some areas or that previous remediation activities at the SCPs have affected TCE concentrations (which is to be expected). It is also noted, the TCE degradation rate used during the model runs is an averaged estimate for the entire plume; however, because the plume is heterogeneous in terms of the degradation rate in different portions of the plume, this averaged estimate is associated with some degree of uncertainty. The uncertainties in other transport parameters (e.g., use of an average K value and hydraulic gradient for the entire site when in reality heterogeneities exist) could also cause the difference between simulated and observed concentrations of TCE.

3.1.3 Sensitivity Analysis and Verification

Sensitivity analysis of the model was performed to assess the variation in results within a reasonable range of input parameters. Sensitivity analyses were conducted by varying one parameter per simulation over a range of values. There is overlap between the model calibration step and sensitivity analysis in that sensitivity analysis is conducted both during calibration (the past) and can be conducted for predictions

(the future). If a parameter input is adjusted during calibration and that change in value does not affect the model calibration, then that parameter is not considered to be sensitive.

For the BIOCHLOR model, a number of parameters can affect the model including source concentrations, soil Foc and organic carbon partitioning coefficients (which together determine the retardation factor for adsorption/advection), seepage velocity, and the degradation constant(s).

The sensitivity analysis involved changing these parameters and comparing the resulting predicted plume length with the calibrated model results. A summary of sensitivity runs performed is discussed in the subsections which follow and the variation on model results for PCE concentrations are shown in Table 3-1.

Table 3-1 BIOCHLOR Model Sensitivity Analysis Results

Sensitivity Parameters	Distance from Source (in ft)			
	0	750	1500	2425
	Concentration of PCE in mg/L			
Field Data (GE&R 2021a)	0.250	0.100	0.049	ND
Calibrated Model	0.220	0.098	0.051	0.027
Seepage = 1564.4 ft/yr	0.220	0.128	0.089	0.067
Seepage = 15.6 ft/yr	0.220	0.021	0.001	0.000
Seepage = 156.4 ft/yr Foc = 0.01	0.220	0.094	0.039	0.007
Seepage = 156.4 ft/yr Foc = 0.0001	0.220	0.098	0.051	0.027
Seepage = 156.4 ft/yr lambda = 0 (no degradation)	0.220	0.132	0.095	0.075

Notes: ND – Non-Detectable Concentration

3.1.3.1 Foc and Retardation Factor

There were no site-specific data available for Foc values, therefore the model default value (0.001) was used. The Foc parameter has a direct effect on the retardation factor.

For the sensitivity analysis, the model-default value for F_{oc} (0.001) was adjusted an order of magnitude larger (0.01) and smaller (0.0001) to assess how the predicted plume changed in length and concentration with changing retardation values.

3.1.3.2 Seepage Velocity

Seepage velocity was used as a calibration parameter. During the calibration step, it was noted that changing the seepage velocity while keeping other parameters constant could significantly change the plume length prediction. It is unlikely that the entire modeled area has a single seepage velocity (as assumed by BIOCHLOR), thus a sensitivity analysis on seepage velocity is warranted.

As determined during calibration, a seepage velocity of 156.4 ft/year provides a reasonable match for the field data. For the sensitivity analysis, the seepage velocity was increased and decreased by a factor of 10 to evaluate resulting changes in plume magnitude.

3.1.3.3 Degradation Constant (PCE to TCE)

The calibration step also indicated that the degradation constant is a sensitive parameter as small changes to it created relatively large changes in the predicted concentrations along the centerline of the plume.

As determined in calibration, degradation constants (λ) of 0.07 (TCE), 0.693 (PCE), 13.86 (DCE), and 1.733 (VC) yr^{-1} provide a match between model results and the field data. These values were based on ranges of degradation constants provided in Wiedemeier et al. (1999) and adjusted to match field data. For the sensitivity analysis, the degradation constants were decreased to zero (i.e., no biotransformation occurring) to evaluate resulting changes in plume magnitude.

4 Capture Zone Assessment

Assessing the capture zone of Lomita Well #5 (i.e., the Silverado Aquifer) is an important part of determining the well vulnerability as contamination present within the capture zone of a production well is likely to be drawn towards the well. Although Lomita Well #5 is screened within the Silverado Aquifer (i.e., deeper than the RWTA), historical reports suggest that the clay layer which separates the Gage Aquifer and underlying Silverado Aquifer may be absent in the Torrance area, and that the Gage (RWTA) and Silverado Aquifers merge (as noted in Section 2.3). In areas where the clay layer (i.e., the aquitard separating the RWTA and Silverado) is absent, the Silverado is vulnerable to potential cVOCs migrating downward from the RWTA.

A capture zone is generally defined as the areal extent of groundwater that is supplied to a pumping production well based on a time of travel criteria (e.g., 2, 5 or 10 years; Fitts 2013). The shape and extension of the capture zone is defined by the geometry and hydrogeologic properties of the pumped aquifer and associated boundary conditions (Feyen et. al 2001).

A semi-analytical model was used to estimate the capture zone dimensions for steady-state pumping of Lomita Well #5. The key assumptions for the capture zone analysis are as follows:

- the aquifer is homogeneous, isotropic, and infinite in horizontal extent
- a uniform regional hydraulic gradient is present
- a constant well pumping rate
- uniform flow (i.e., steady-state conditions)
- the confining layer prevents leakage between the unconfined aquifer (the Gage Aquifer) and the underlying confined aquifer (the Silverado Aquifer); and
- vertical gradients are negligible.

The saturated thickness of the Silverado Aquifer is estimated to be 245 ft thick based on regional water level measurements and estimated depth to the base of the aquifer (WRD 2022). For the Silverado Aquifer, a hydraulic gradient of 0.004 ft/ft was derived using regional water levels measured in September 2021 at WRD monitoring Wells Lomita 1 and PM-3 Madrid, located within the Project Area (WRD 2021b).

An aquifer test has not been performed on Lomita Well #5; thus, hydraulic conductivity and transmissivity values are not available for the well. Slug tests conducted on USGS monitoring wells within the West Coast Basin reported hydraulic conductivity values between 3 to 70 ft/day (USGS 2002 and 2003). Due to the uncertainty of hydraulic parameters, capture zone calculations were performed using a range of hydraulic conductivity values (from 25 to 75 ft/day) to provide a range of output parameters (i.e., stagnation point and capture zone width).

Using an average extraction rate of 426.5 gpm (based on the highest pumping rate at Lomita Well #5 from 2014 to 2018) and a bulk horizontal hydraulic conductivity of 25 to 75 ft/day, the modeled downgradient stagnation point ranges from 533 to 178 ft and the maximum width of the upgradient capture zone ranges from approximately 1675 to 560 ft, as shown in Figure 4-1.



For the scenario where pumping is increased to the City's full adjudicated rate of 1,352 acre-feet per year, the maximum pumping rate would increase to 838 gpm. For this scenario, the modeled capture zone width would increase, with estimates ranging between to 1,097 ft to 3,292 ft, for hydraulic conductivity values of 75 ft/day and 25 ft/day, respectively, as shown on Figure 4-2.

Figure 4-1 Capture Zone Assessment for Lomita Well #5 based on a range of hydraulic conductivity values with a pumping rate of 426.5 gpm

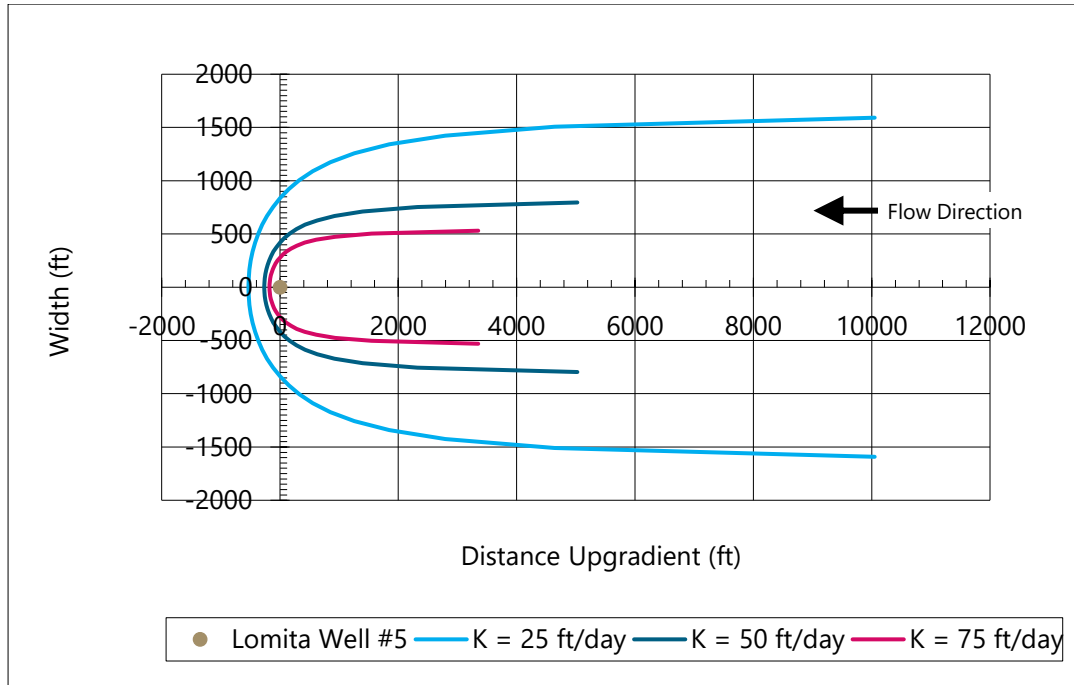
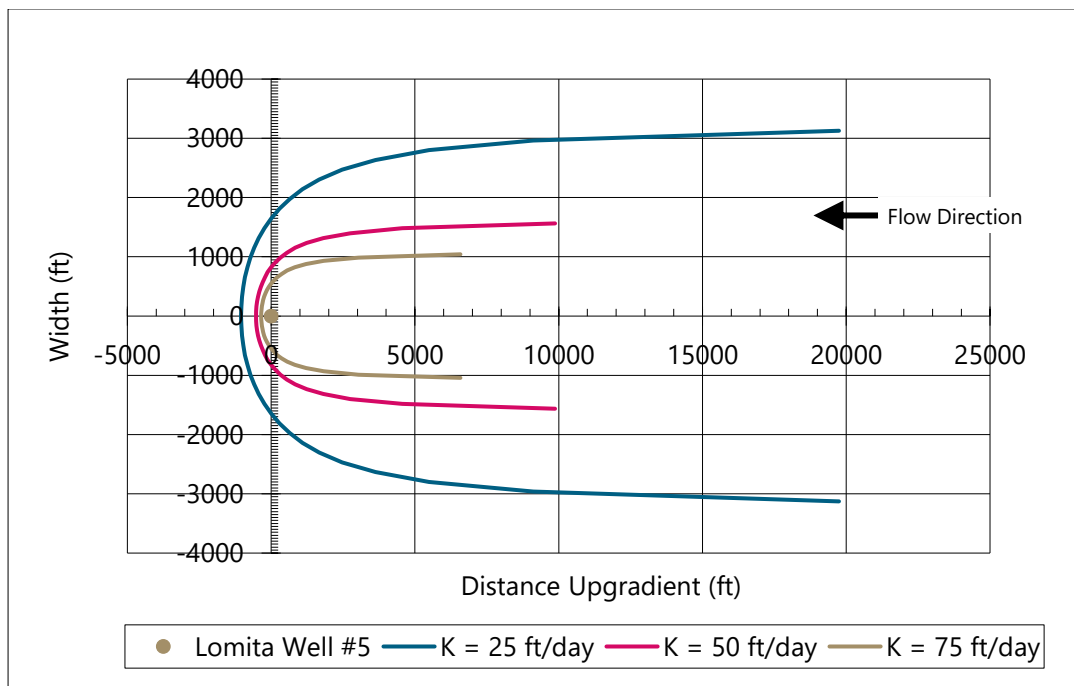


Figure 4-2 Capture Zone Assessment for Lomita Well #5 based on a range of hydraulic conductivity values with a pumping rate of 838 gpm



5 Results and Recommendations

5.1 Results

Results of the BIOCHLOR steady-state (100 year) simulation are summarized on Figure 5-1 and Figure 5-2, which show concentrations of PCE and TCE, respectively, versus distance from the assumed source (in ft). PCE and TCE are regulated contaminants with an established Maximum Contaminant Level (MCL) for drinking water at 0.005 milligrams per liter (mg/L). Results from the steady-state model show that with a continuous source of PCE over time, concentrations of PCE remain above the MCL beyond 5,000 ft from the assumed source area (Figure 5-1), while TCE concentrations decrease to below the MCL approximately 3,300 ft beyond the assumed source area (Figure 5-2). The assumed source area is approximately 1.25 miles (approximately 6,600 feet) from Lomita Well #5, although it not located directly along the centerline of the plume (as shown previously on Figure 3-2).

Figure 5-1 Modeling Results of PCE Concentrations During Steady-State (100 year) Simulation

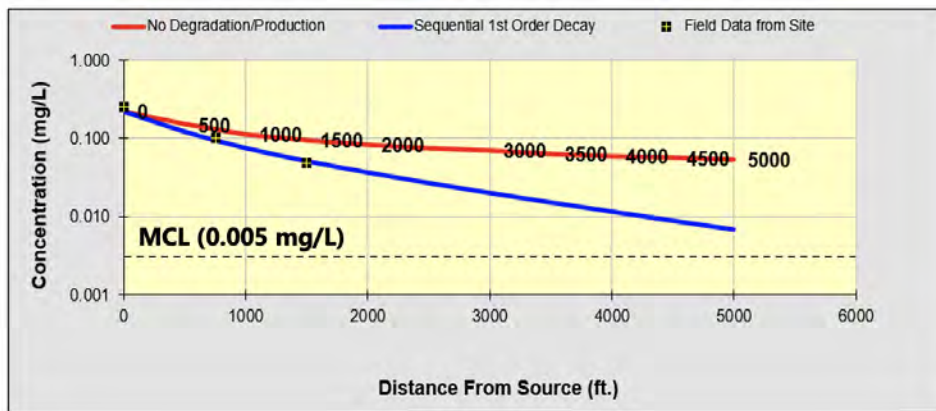
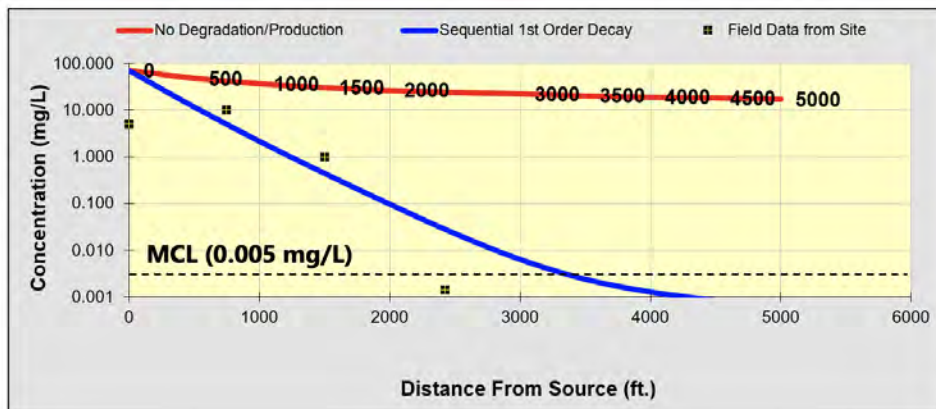


Figure 5-2 Modeling Results of TCE Concentrations During Steady-State (100 year) Simulation



A simulation run of 40 years (i.e., 1991 to 2031) predicts that the PCE concentration above the MCL (0.005 mg/L) may migrate from the original source to a total distance of approximately 4,500 ft within the next 10 to 20 years (Figure 5-3) and that TCE above the MCL may migrate as far as 3,300 ft (Figure 5-4). Although Lomita Well #5 is not directly downgradient of the source (i.e., along the plume centerline), the capture zone of the production well may overlap with the predicted plume margins, most notably if the pumping rate at Lomita Well #5 is increased to the full adjudicated rate, hydraulic conductivity values of the Silverado Aquifer are higher than assumed, or the groundwater flow direction is more southerly than anticipated. Both scenarios assume no source control and/or remediation occurs at the SCPs.

Figure 5-3 Modeling Results of PCE Concentrations During Steady-State Simulation of 40 years

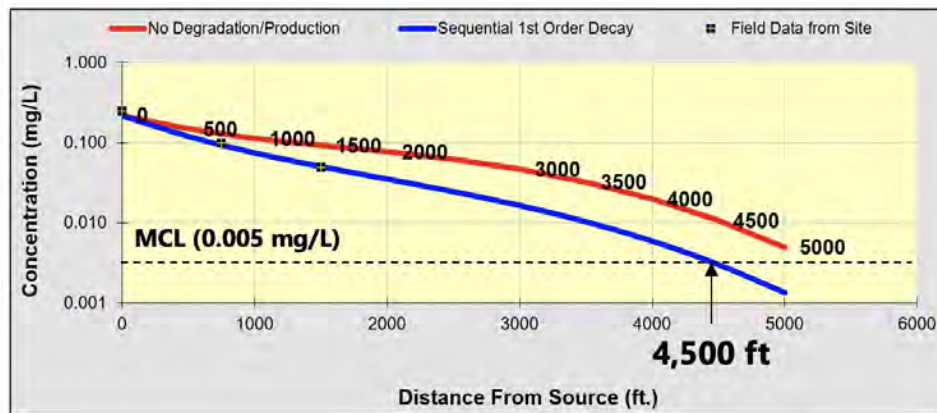
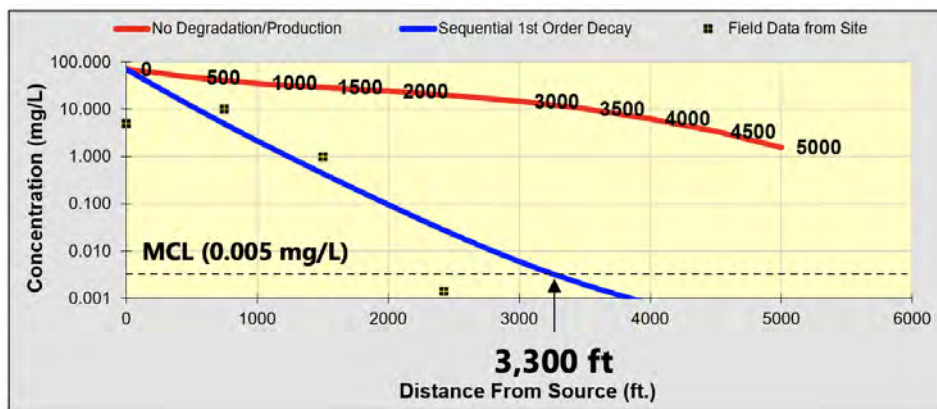


Figure 5-4 Modeling Results of TCE Concentrations During Steady-State Simulation of 40 years



Overall, based on the data available and assumptions summarized above, results of the BIOCHLOR model predict that there is a potential for unmitigated cVOCs to reach the capture zone of Lomita Well #5 at concentrations above the current MCL within the next 10 to 20 years. However, the potential travel times of cVOCs within the capture zone to Lomita Well #5 have not been estimated and are outside the scope of this report.

Recent benzene impacts at Lomita Well #5 also indicate that the well may be susceptible to groundwater contamination. Although the source of benzene has not yet been identified, it is inferred that benzene impacting Lomita Well #5 traveled from a near surface source (i.e., an UST or surface spill), which would indicate that the Silverado Aquifer near Lomita Well #5 is also vulnerable to vertical downward migration of potential cVOC impacts. However, there is currently no indication that cVOCs have migrated vertically from the Gage Aquifer to the Silverado Aquifer at the SCPs since deep monitoring wells at the SCPs have reported non-detectable concentrations of cVOCs since their installation (BBL 2001 and GE&R 2021b).

Although the predicted migration of the cVOC plume within the Gage Aquifer reaches the capture zone of Lomita Well #5 over time, there is uncertainty with respect to the hydraulic connectivity between the Gage Aquifer and Silverado Aquifer within the Project Area. Notably, there is uncertainty as to whether the cVOCs would travel vertically through the aquitard underlying the Gage Aquifer and then into the Silverado Aquifer, and if so, what the estimated travel time(s) would be. Data from WRD's Lomita Well #1 indicates that there is a downward vertical hydraulic gradient (i.e., between the Gage and Silverado Aquifers) near Lomita Well #5 (WRD 2021b); however, there are a number of data gaps that reduce the certainty of assessing the risk of contamination, including:

- There is limited information outside of the SCPs to determine local groundwater flow directions of the Gage Aquifer and Silverado Aquifer within the Project Area. Regionally, groundwater flow direction is influenced by the WCBBP (west of the Project Area) and by the Dominguez Barrier Wall (east of the Project Area); however, how these influences affect local groundwater flow are uncertain in the Project Area.
- There are a limited number of deep monitoring wells and geological cross-sections within the region which leads to uncertainty as to whether the regional aquitard is laterally extensive across the Project Area. If there are areas where the aquitard does not exist (i.e., areas where the Gage and Silverado Aquifers merge) or areas of higher hydraulic conductivity, there is potential for the cVOCs to preferentially migrate vertically into the Silverado Aquifer.
- The limited number of deep monitoring wells (i.e., wells screened across the Silverado Aquifer) also means there is the potential that historical and/or future contaminant source(s) and/or pathways may not have been identified to date.
- The effects of pumping on the hydraulic gradient between the Gage Aquifer and Silverado Aquifer is currently unknown but may influence the lateral and vertical migration of cVOCs within the capture zone of Lomita Well #5.

5.2 Recommendations

Based on the data available, current CSM and evaluation results, the potential for cVOCs to migrate to within the capture zone of Lomita Well #5 exists, most notably if pumping rates at the production well increase, if there are areas where the aquitard between the RWTA and Silverado Aquifer does not exist, and/or if remediation of the source area does not occur.

To monitor for potential future impacts to the City's only production well, the following recommendations are made:



- The CSM and evaluation should be updated as new data becomes available. It is recommended that the CSM be updated every two to three years as new data becomes available to confirm migration of the cVOCs (e.g., travel times or pathways) has not changed significantly.
- A monitoring well network (i.e., sentry wells), installed along the edge of Lomita Well #5's 5-year capture zone, is needed to confirm assumptions used herein, address existing data gaps within the current CSM, and protect the public water supply.
- The monitoring well network should consist of a minimum of one nested well which includes a piezometer in each target aquifer (e.g., the Gage Aquifer, Lynwood Aquifer, and Silverado Aquifer) to assess changes in water level elevations and water quality over time. The monitoring well(s) could also be used to evaluate hydrogeologic conditions near Lomita Well #5 (e.g., hydraulic gradients and hydraulic conductivity values).
- A suitable location for an additional production (water supply) well should be identified. A second production well would provide a contingency well in case of future adverse impacts to Lomita Well #5 and could also be used to supplement the City's current water supply.

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Appendix A

Model Input Parameters

Table A1 BIOCHLOR Model Input Parameters

Data Type	Model Parameter	Units	Value	Data Source	
Model Domain	<i>Source Area Dimensions</i>				
	Width	ft	280		
	Length	ft	2,000		
	Thickness	ft	190		
	<i>Simulation Time</i>				
	Steady State Run	years	100		
Hydrogeology	Hydraulic Gradient (i)	ft/ft	0.0021	Alta (2017) and GE&R (2021)	
	Hydraulic Conductivity (K)	cm/sec	1.80x10 ⁻²	USGA (2003) and Alta (2013)	
	Effective Porosity (n _e)	-	0.25	Gibb et al. (1984)	
	Seepage Velocity (v)	ft/year	156.4	Calculated as v=(Ki)/n _e	
Dispersion	<i>Dispersivity</i>				
	Plume Length (X)	ft	2000	GE&R (2021)	
	Longitudinal (α _x)	-	200	Xu-Eckstein	
	Transverse (α _y)	-	60	0.3 x α _x	
	Vertical (α _z)	-	10	0.05 x α _x	
Adsorption	Retardation Factor (R)	-	1.88	Average based on Foc and K _{oc} values	
	Soil Bulk Density	kg/L	1.7	Estimated value	
	Soil Fraction Organic Carbon (Foc)	-	0.001	Default value	
	<i>Organic Carbon Partition Coefficient (K_{oc})</i>				
	Tetrachloroethene	L/kg	426	Default values in BIOCHLOR model applied.	
	Trichloroethene	L/kg	130		
	Cis-1,2 DCE	L/kg	125		
Vinyl Chloride	L/kg	29.6			
Biotransformation	<i>Biodegradation Rates (half-lives)</i>				
	Tetrachloroethene	yr ⁻¹	0.07	Estimated from Wiedemeier et al. 1999) and adjusted during calibration.	
	Trichloroethene	yr ⁻¹	0.693		
	Cis-1,2 DCE	yr ⁻¹	13.86		
	Vinyl Chloride	yr ⁻¹	1.733		



Data Type	Model Parameter	Units	Value	Data Source
Source Data	<i>Source Area Concentrations</i>			
	PCE	µg/L	220	Analytical data reported in Hygienetics (1991), adjusted to calibrate model.
	TCE	µg/L	70,000	
	Cis-1,2 DCE	µg/L	20	
	VC	µg/L	0	
Field Data	<i>Based on Available Monitoring Data</i>			
	PCE	µg/L	Varies from well to well.	Analytical data from November 2019 reported in GE&R (2021a).
	TCE	µg/L		
	Cis-1,2 DCE	µg/L		
	VC	µg/L		

**ATTACHMENT - D
PROFESSIONAL SERVICES AGREEMENT
(SAMPLE)**



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND _____**

This AGREEMENT for _____ Project is entered into this day of , 202_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and _____ ("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 _____.
- 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 \$_____ 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 . 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 _____, 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. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors 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 CONTRACTOR for CITY.
 2. 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.
 3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR 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. 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, 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. 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 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 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 preformed 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>ATTN: City Manager</u>	<u>ATTN:</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 _____

[signatures on following page]

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:

Steven Martinez

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



PROPOSAL

FOR

PROFESSIONAL ENGINEERING SERVICES FOR NEW GROUNDWATER WELL FEASIBILITY STUDY

SUBMITTED TO:

CITY OF LOMITA
PUBLIC WORKS DEPARTMENT
24300 NARBONNE AVE.
LOMITA, CA 90717

JANUARY 17, 2023



861 Village Oaks Drive, Suite 100 • Covina, California 91724
Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: www.stetsonengineers.com

Northern California • Southern California • Arizona • Colorado

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APPENDIX A - PROJECT TEAM RESUMES

SECTION 1 – COVER LETTER



861 Village Oaks Drive, Suite 100 • Covina, California 91724
Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: www.stetsonengineers.com

Northern California • Southern California • Arizona • Colorado

January 17, 2023

City of Lomita
Public Works Department
24300 Narbonne Ave.
Lomita, CA 90717

Subject: Request for Proposal (RFP)
Professional Engineering Services for New Groundwater Well Feasibility Study

To whom it may concern:

Stetson Engineers Inc. (Stetson) is pleased to submit this Proposal in response to the City of Lomita's (City) Request for Proposal for Professional New Groundwater Well Feasibility Study. Stetson is prepared to commit the engineering professionals and resources of our firm to provide a feasibility study and report to determine suitable locations for the City's new groundwater production well in a satisfactory manner within the allocated time schedule and project budget. Stetson would like to emphasize some of the very unique qualifications we bring to this assignment:

- Stetson's experience providing similar services.
- Stetson's staff-to-staff professional working relationship with its clients.
- Stetson's professional working relationship with all regulatory agencies and related water agencies.
- A clear understanding of the West Coast Basin hydrogeology

Stetson has a proven track record of providing high quality feasibility studies, water infrastructure planning studies and designs, and providing a wide variety of water resource, engineering, and technical support for cities and water agencies throughout Southern California. Stetson's proposed Project Manager, Mr. Jeff Helsley, P.E., a former Assistant General Manager and District Engineer for the Water Replenishment District of Southern California, has over forty years of experience with feasibility studies and reports, water resource planning and design, and has lead Stetson's team through successful completion of numerous water system infrastructure projects that have included design/treatment solutions.

Thank you for considering Stetson for professional engineering services to assist the City of Lomita with preparation of a feasibility study for the City's new groundwater production well. This proposal will remain valid for ninety (90) calendar days from the submittal date of January 17, 2023. If you have any questions, you may contact me directly at (626) 967-6202 or stevej@stetsonengineers.com or our proposed Project Manager, Jeff Helsley (who will be the primary contact for this project) at the same number or jeffh@stetsonengineers.com. We look forward to the opportunity of working with the City of Lomita.

Sincerely,


Stephen B. Johnson, P.E.
President/CEO/CFO
Stetson Engineers Inc.

SECTION 2 – QUALIFICATIONS

Municipal Engineering

- Water Distribution System Design & Construction Mng
- Water Distribution System Modeling
- Water System Master Plans
- Recycled Water Systems
- Storm Water System Analysis
- Water Treatment Facilities
- Wastewater Systems

Groundwater Resources

- Groundwater Modeling
- Watermaster Services
- Basin Investigations
- Groundwater Development
- Groundwater Management Plans
- Water Wells/Planning, Design, Construction
- Wellhead Protection Plans
- Artificial Recharge Studies
- Water Quality Assessments
- Safe Yield Studies
- Groundwater Cleanup and Aquifer Restoration
- Geophysical Surveys

Water Systems Management

- Economic Feasibility
- Operational Surveys
- Rate Design/Analysis
- System Appraisals and Valuations

Environmental Engineering

- Wetland/Riparian Hydrology
- Impact Analysis/Restoration
- Environmental Assessments and Impact Studies
- Geomorphic Analysis
- Fluvial Geomorphology

Water Rights

- Federal Reserved Water Rights Studies
- Basin and River Adjudications
- Water Right Valuations and Transfers
- Legal and Institutional Support
- Expert Witness Testimony

Surface Water Resources

- River Basin and Watershed Studies
- Natural Flow Determinations
- Reservoir Operations and System Modeling
- Hydropower Investigations

Integrating Engineering with Water Resources for Over 60 Years

Stetson Engineers Inc. (Stetson) specializes in management and development of water resources. The firm consults to federal, state, and local agencies; Native American Tribes; community groups; and private clients throughout the western United States.

Stetson specializes in all phases of water resources engineering including groundwater basin management; well siting; water facility design and construction management; water quality evaluations; water distribution system hydraulic modeling; financial planning and analysis; grant support services; development of water system master plans; and project administration.

BUILDING ON EXCELLENCE

The firm was established by Thomas M. Stetson in 1957 as Thomas M. Stetson Civil and Consulting Engineers. In 1977, the Company was incorporated as Stetson Engineers Inc. Mr. Stetson's handpicked successors - Oliver Page, R.G.; Ali Shahroody, P.E.; and Steve Johnson, P.E. - have maintained the founder's focus on quality services and long-term relationships with a solid client base. We now staff offices in Covina, San Rafael and Carlsbad, California; Centennial, Colorado; and Mesa, Arizona. For over six decades, Stetson has been providing creative solutions to water resources issues, considering, and applying state-of-the-art or unique methods in addition to traditional approaches. Stetson has moved to the forefront of mid-sized consultants specializing in planning, water resources, and problem solving. Stetson specializes in all phases of water resources engineering, including water well design and development; water system design for complete

distribution systems, pipelines, reservoir storage facilities, pumping stations, and water treatment facilities; financial planning and analysis; water district engineering services; and hydrogeological studies of groundwater basins. Stetson's services include the preparation of specifications, construction drawings, and contract documents; master plans; feasibility studies; water supply evaluations; urban water management plans; computer modeling of water systems and groundwater basins; and grant and loan applications.

RELEVANT PRIOR EXPERIENCE

While Stetson has a wide breadth of experience in water infrastructure and water resources projects, we would like to emphasize the following areas of Stetson's expertise that pertain specifically to City's well siting study.

Stetson's expertise includes water infrastructure projects requiring preparation of well siting studies, design plans and specifications for wells, groundwater treatment facilities, welded steel tanks, pump stations, pressure reducing stations, and pipelines. The following is a partial list of groundwater well siting, design, and construction management projects completed by Stetson:

- City of Arcadia – Goldring Well
- Los Angeles County Public Works – Pitchess Detention Center Well
- California American Water Company – Richardson Well, Lemon Well, and Lamanda Well
- La Puente Valley County Water District – Design Well No. 5 and 2 Piezometers
- San Gabriel Valley Water Company – Design Wells B5E, B25A, B25B, B26A, B26B, and 8 Piezometers
- San Gabriel Water Quality Authority – Design Multiport Monitoring Wells MW5-21, MW5-22, MW5-23, MW5-24
- Valley County Water District – Design Wells SA1-1, SA1-2, and 4 piezometers
- Tract 349 Mutual Water Company – Well 2
- Pala Band of Mission Indians – Drilling, Sampling and Installation of Groundwater Production Wells, Monitoring Wells, and Well Design
- Los Angeles County District 36 – Los Valles Well
- City of San Jacinto – Grand Well

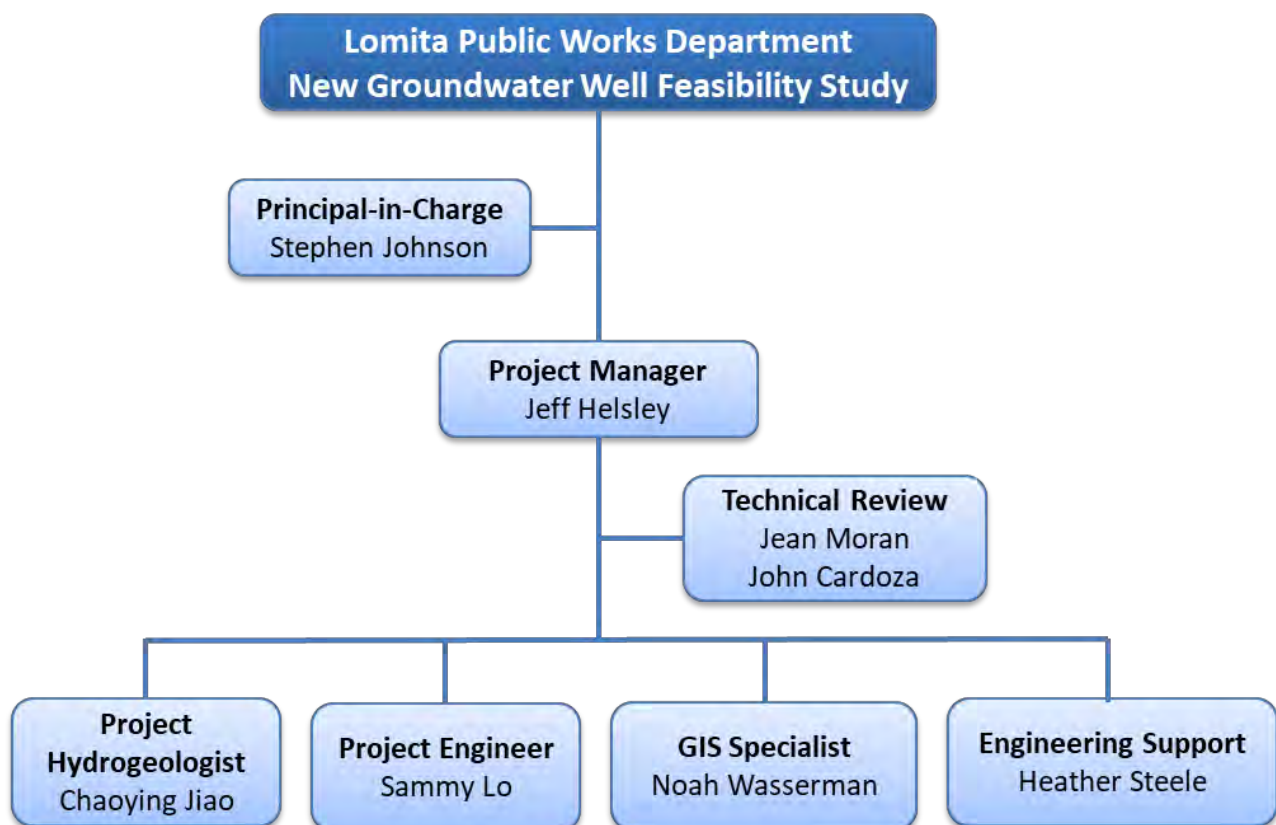


Figure 1 Project Organization Chart

STETSON'S PROJECT TEAM

Stetson's Project Team (**Figure 1**) has extensive experience with hydrogeologic and water quality projects including groundwater basin analysis and management, groundwater quality evaluation, and well siting and design. Stetson's Team includes very strong managers, groundwater management experts, and hydrogeologists. Stetson's Project Manager for this project will be Mr. Jeff Helsley, P.E. Mr. Helsley has worked on several well siting and design projects and has experience conducting groundwater analysis in the West Coast Basin. In addition, Mr. Helsley has direct experience managing groundwater programs, groundwater studies, and well designs. The following are brief bio-sketches of Stetson's team. The estimated number of hours expected for each of Stetson's key personnel is included in the Fee Proposal.

STEPHEN JOHNSON, P.E.

PRINCIPAL-IN-CHARGE

Mr. Johnson, President and a Principal of Stetson Engineers Inc., is the supervising engineer in charge of the Covina office and has 42 years of experience. Mr. Johnson has been involved in a multitude of studies and projects, maintains close contact with all active clients, and attends meetings regularly for public clients. He has been involved in groundwater management studies, groundwater remediation projects, water quality reports, water system master plans, water system analyses, water rights quantification and analysis, supplemental water requirement studies, alternative water supply studies, annual reports, and project feasibility studies. Mr. Johnson has extensive experience with municipal and water district level issues in southern California, having been working directly as District Engineer for the Main San Gabriel Basin Watermaster and for several watersheds in southern California on such matters as water supply, water quality, management, and financing.

JEFF HELSLEY, PE

PROJECT MANAGER

Mr. Helsley has over 40 years of experience in water resource management in southern California. Mr. Helsley has supervised numerous groundwater treatment, groundwater recharge, water supply, and water rights studies. Mr. Helsley has extensive experience in municipal water supply projects. Mr. Helsley was formerly the District Engineer and Assistant General Manager of the Water Replenishment District of Southern California, where he was responsible for the development and implementation of programs to enhance groundwater recharge, improve groundwater basin management, and protect groundwater quality in the Central and West Coast Basins. Mr. Helsley was Stetson's Project Manager for a feasibility study for siting groundwater recharge facilities in the Antelope Valley. Mr. Helsley has been responsible for leading stakeholder based water management plans for the Foothill Municipal Water District, Newhall County Water District, and the Local Agency Formation Commission for Los Angeles County. Mr. Helsley's experience includes employment with the Los Angeles County Department of Public Works where he was responsible for studies to develop improvements to the County's injection barriers to prevent seawater intrusion in the West Coast Basin, and studies of groundwater recharge optimization.

JEAN MORAN, PG, CHG

TECHNICAL REVIEW

Ms. Moran is a certified hydrogeologist with over 25 years of experience in geology, groundwater hydrology, watershed basin yield analysis, production well field design, and groundwater monitoring program development. She has extensive experience managing hydrogeologic and conjunctive use project studies for groundwater investigations, water rights litigation, and beneficial use assessments. She is a specialist in characterizing southwestern alluvial groundwater basins and development of peer-reviewed regional numerical models for basins with multi-agencies and stakeholders. Ms. Moran is a specialist in assessing the design requirements and feasibility of adaptive management plans in response to variable hydrologic conditions. Ms. Moran's experience includes field investigations to study the interaction between groundwater and surface water, historical aerial photo analysis using Arc/Info to quantify the impact of riparian evapotranspiration within the regional hydrologic budget, and balanced hydrologic period analysis to provide long-term planning for water agencies. Ms. Moran's skill as a liaison between regulatory agencies, clients, and other involved parties has been instrumental in achieving project goals.

Dr. Jiao recently joined Stetson Engineers. Dr. Jiao's projects at Stetson include preparation of well rehabilitation specifications, analysis of water availability from fractured rock formations in the San Bernardino Mountains, updating the groundwater model for the Santa Ynez Basin, and developing a method to calculate change in groundwater storage in the Indian Wells Valley Groundwater Basin.

Dr. Jiao is an accomplished, multifaceted hydrogeologist and groundwater modeler with over 31 years of experience. His professional focus is on groundwater resource evaluations, development, and modeling. Mr. Jiao has extensive experience in wellfield exploration, well siting, design and construction management of high-capacity water supply wells and monitoring wells. Recently, he conducted conjunctive water use studies with emphasis on surface water recharge and aquifer storage and recovery. Chaoying has significant experience in aggregating, organizing, managing and interpreting hydrogeologic data, including geologic, borehole geophysical, water quality and aquifer test data. Over years of hydrogeologic study of the Central and West Coast Basin, Dr. Jiao understands the hydrogeologic condition and has established working relationship with the Water Replenishment District of Southern California, the United States Geological Survey and a number of municipal water agencies.

In association with his previous employment, Dr. Jiao had conducted more than twelve (12) well siting, design, and construction management projects, among which three (3) of the most relevant projects are summarized below:

Hydrogeologist, Well Site Feasibility Study, Long Beach Water Department, CA, 2010

Mr. Jiao was responsible for leading the hydrogeologic evaluation, identifying possible well sites, and screening these sites based on their hydrogeologic conditions. Tasks included tabulating and assessing basic construction data and pumping information for existing wells with the objective of evaluating trends in the capacity of existing wells; characterizing the subsurface hydrogeology in the Central Groundwater Basin and analyzing available groundwater data to help identify key aquifer parameters in this study area (i.e., static water levels, groundwater flow directions, transmissivity, and groundwater quality) and locate hydrogeological favorable well sites. He identified and ranked more than ten potential new well sites and developed preliminary cost estimates.

Lead Hydrogeologist, Focused Study of Well Site Locations in the West Coast Basin, Long Beach Water Department, CA, 2014

Dr. Jiao was responsible for leading the hydrogeologic evaluation for siting two new wells in the West Coast Basin with a total production rate of 2,000 to 2,500 GPM based on their hydrogeologic conditions. Part of this hydrogeologic evaluation included data analysis from the recently completed Well Site Feasibility Study and water well and/or test hole data in the West Coast Basin consisting of yield, pumping level, static level and specific capacity, and water quality. Dr. Jiao also analyzed constructability and performed a preliminary engineering cost estimate.

Hydrogeologist, Well 56, City of Anaheim, California.

This project included hydrogeologic research for well siting, design of Well 56, supervision of well construction, and field testing. Well 56 can produce more than 3,500 gpm of water. Dr. Jiao prepared a preliminary design report and drafted a final well design memorandum, a pumping recommendation memorandum, and the final well construction report.

JOHN CARDOZA, P.E.

PROJECT ENGINEER

Mr. Cardoza has over 28 years of experience in water resources engineering including project management, well siting studies, design of well head equipment, water treatment plants, pump stations, pipelines, water supply plans, hydrologic studies, basin reconnaissance studies, surface water modeling, statistical analyses, and water quality modeling. Mr. Cardoza has prepared well siting studies and preliminary design reports for new wells. Mr. Cardoza has experience in civil

design, structural analysis, geotechnical analysis, hydrologic studies, and basin reconnaissance studies for hydroelectric and water works projects. Mr. Cardoza has had extensive experience in water infrastructure design including design of the Los Valles Development Booster Pump Station and Pipeline which entailed the preparation and design of a booster pump station and 3,100 feet of pipeline, construction management for construction of Upper San Gabriel Valley Municipal Water District's 13,000 feet, 12-inch diameter recycled water pipeline; and City of Compton's Well 20 Manganese Treatment which entailed the design for a booster pump, piping, 27,000 gallon backwash tank, and site improvements. Mr. Cardoza was the Project Coordinator for planning, design, permitting, construction management, and operations for the entire Baldwin Park Operable Unit (BPOU) groundwater contamination remedy which includes four (4) groundwater treatment projects (including ion exchange), ten (10) wells, booster stations, and 34,000 feet of pipelines. Full treatment plant integration and controls were included, along with full regulatory permitting. Three treatment facilities produce nearly 8,000 gallons per minute (gpm) each, and one plant produces 2,500 gpm. The budget for this work was nearly \$150 million. Mr. Cardoza has performed slope stability analyses for embankment dams, structural stability analyses for gravity dams, and stress and stability analyses for arch dams. Mr. Cardoza has performed pre-design studies, prepared design drawings and specifications, prepared construction cost estimates, and conducted field construction inspections on dam structures. Mr. Cardoza has developed hydrologic and operational databases for interfacing with computer simulation models of hydroelectric systems.

SAM LO, PE

PROJECT ENGINEER

Sam Lo is a senior engineer with over 19 years of experience with design of water and recycled water facilities (pipelines, wells, pump stations, treatment facilities, etc.), preparation of environmental documentation for water projects, compliance monitoring of industrial waste discharge programs, and with preparing and implementing NPDES services such as preparing permit application, report monitoring and water quality compliance. Mr. Lo has extensive experience in the design of treatment facilities, including San Gabriel Valley Water Company's Plant B6 Treatment Facility Project; and Valley County Water District's Arrow Lante Treatment Facility Project. Mr. Lo has been supporting the expansion of the Upper San Gabriel Valley Municipal Water District's recycled water system for the past several years. His duties have included construction management support and design of retrofits of customer's irrigation systems to comply with recycled water regulations.

HEATHER STEELE, PE

ENGINEERING SUPPORT

Ms. Steele has experience in water resource engineering including water supply plans, groundwater basin management, environmental compliance, water rights evaluations, water system master plans, hydrologic studies, water quality studies, and grant writing.

Summarized in **Table 1** is a list of the percentage of current workload of staff that will be committed to the proposed project.

Table 1 Availability and Responsibility of Project Team

Staff	Responsibility	PERCENTAGE OF TIME AVAILABLE (%)
Stephen Johnson	Principal-in-Charge	5
Jeff Helsley	Project Manager	15
Jean Moran	Technical Review	10
John Cardoza	Technical Review	10
Chaoying Jiao	Project Hydrogeologist	50
Sammy Lo	Project Engineer	30
Noah Wasserman	GIS Specialist	20
Heather Steele	Engineering Support	10

Provided below is a list of similar projects and clients completed by Stetson.

1. City of Arcadia

Attn: Ms. Tiffany Lee, Senior Civil Engineer
11800 Goldring Road
Arcadia, CA 91066
Phone: (626) 254-2713
Email: tlee@arcadiaca.gov

Well Siting Study Report

In 2020, Stetson conducted a review of available hydrogeologic reports, well logs, and water quality data, conducted with groundwater modeling and hydraulic modeling, and evaluated of potential well sites for siting a new well to be constructed and operated jointly for the City of Arcadia and the City of Sierra Madre. Stetson identified objectives and performance criteria to evaluate, score, and rank potential well sites. Stetson prepared cost estimates for the highest ranked sites and prepared a Well Siting Study Report with recommendations for the preferred well site. Stetson is currently designing a well and site improvements at the recommended well site.

Stetson Project Manager: Steve Johnson

Stetson Team Members: Steve Johnson, John Cardoza, Jean Moran, Sam Lo, Jenny Savron

Project Completion Date: September 2020

2. City of San Jacinto

Attn: Mathew Osborn, Water Utilities Superintendent
595 S San Jacinto Ave
San Jacinto, CA 92583
Phone: (951) 487-7330, ext. 755
Email: mosborn@sanjacintoca.us

New Well Site Study for the City of San Jacinto

In 2019 Stetson provided a well siting study to the City of San Jacinto that evaluated potential sites for a new production well for water supply. A Technical Memorandum presented Stetson's findings and recommendations.

Stetson Project Manager: Steve Johnson

Stetson Team Members: Steve Johnson, Jean Moran, Tom Ma, John Cardoza, Sam Lo

Project Completion Date: March 2018

3. Irwindale Partners/Yellow Iron Investments

Attn: Tony Spinrad
11021 Winner's Circle, Suite 200
Los Alamitos, CA 90720
Phone: (626) 222-4924

Live Oak Well

In 2020 Stetson prepared plans and specifications for the design and construction of a new 2,000 gpm well for Irwindale Partners' Park @ Live Oak Development. Upon completion of construction, the new well will be owned and operated by California American Water Company. Stetson's scope of work included; preparation of a Preliminary Design Report; permitting and regulatory documentation; complete plans and specifications for installation of the new well, pumping equipment, and wellhead piping and disinfection facilities; completion of the well installation report; plans and specifications for the new well; contract documents and submittals; provide monitoring services during well construction; and complete as-built drawings at the conclusion of the project.

Stetson Project Manager: Jeff Helsley

Stetson Team Members: Steve Johnson, John Cardoza, Sam Lo

Project Completion Date: Well Construction completed June 2021. Well head construction is in progress.

4. California American Water Company

Attn: Mr. Matt Lesecki
8657 Grand Avenue
Rosemead, CA 91770
Phone: (626) 289-7924

Richardson Well

In 2014, Stetson completed the Richardson Well Redrilling Project. Stetson's scope of work included complete permitting and regulatory documentation; assessment of the location and depth for the new well; complete plans and specifications for installation of the new well, pumping equipment, and wellhead piping and disinfection facilities; completion of the well installation report; plans and specifications for the new well; contract documents and submittals; provide assistance during the bidding process; provide monitoring services during construction; and complete as-built drawings at the conclusion of the project.

Stetson Project Manager: Jeff Helsley

Stetson Team Members: Steve Johnson, John Cardoza, Sam Lo

Project Completion Date: November 2014

5. Pitchess Detention Center

(Los Angeles County Department of Public Works)

Attn: Mr. Sal Mendoza
900 S. Fremont Ave.
Alhambra, CA 91803
Phone: (310) 748-9282
Email: smanzella@dpw.lacounty.gov

Pitchess Water Infrastructure Improvements Project – Well Siting Feasibility Study

In 2017, Stetson was contracted by LASD to conduct this well siting feasibility study. The objective of the study was to finalize the siting of the proposed New Well within the Pitchess Detention Center property in Santa Clarita, California, and additional work that may be needed prior to the next phases of work.

Pitchess Water Infrastructure Improvements Project – New Well Preliminary Design

In 2018, Stetson prepared a Preliminary Design Report for a new 2,000 gpm production well. The report included final siting of the well, geotechnical investigation, site survey, and preliminary layout of the well and wellhead facilities. Design criteria for the proposed well and associated pipeline, including hydraulics, electrical, controls, and permitting were detailed in the report.

Stetson Project Manager: Jeff Helsley

Stetson Team Members: Steve Johnson, John Cardoza, Sam Lo,

Project Completion Date: Preliminary Design Report completed 2018; Well, Wellhead, and Pipeline design to begin in 2020

Pitchess Water Infrastructure Improvements Project – New Well and Pipeline Design

Stetson is currently designing a 2,000 foot deep well, 8,000 feet of pipeline, and well site improvements.

6. iStar Financial

Attn: Steve Wylder
4350 Von Karman Ave., Suite 225
Newport Beach, CA 92660
Phone: (949) 567-2400

Los Valles Deep Well, Tank, and South Pump Station

In 2012 Stetson completed design and construction support for water facilities for the Los Valles Development in Castaic, California. The water facilities were designed to supply water to 200 homes, an 18-hole golf course, and to provide backup supplies to the surrounding area. The facilities included a 3,000 feet of 12-inch diameter pipeline, a 600,000 gallon and a 300,000 storage tank, a 2,000 gpm, 2,000-foot deep groundwater well, a 3,000 gpm booster pump station and disinfection facility.



In 2016 Stetson began the design of an additional 8,600 foot long 16-inch diameter off-site pipeline and an additional 3,000 gpm booster pump station. Permitting and design review with Los Angeles County is on-going.

Stetson Project Manager: Jeff Helsley

Stetson Team Members: Steve Johnson, John Cardoza

Project Completion Date: On-going

SECTION 3: SCOPE OF WORK

SCOPE OF WORK

This Work Plan has been prepared to meet the City of Lomita's (City) needs as efficiently as possible. This plan is based on the City's Scope of Work in the Request for Proposal (RFP) and Stetson's knowledge of the West Coast Basin and expertise in well siting, design, and construction management. Although the Work Plan is brief due to page limitations, all the tasks in the RFP are included in this proposal.

A timeline schedule (**Table 4**) depicting the sequence and duration of tasks and the Estimated Man-Hours Matrix (**Table 5**) required to complete the Work Plan are included. The associated fee proposal for this work plan is being provided in a separate, sealed envelope. Also listed in this Work Plan are optional tasks which may be considered by the City.

The City intends to conduct a feasibility study for a new groundwater production well. Currently, the City has groundwater rights of 1,352-acre feet (ac-ft) in the West Coast Basin. Due to the detection of benzene, the City's only groundwater source well, Well No. 5, has remained offline since May 2019. Well No. 5 is anticipated to resume operation in early 2023. In calendar year 2018, Well No. 5 produced 561 acre-feet of groundwater. To form a basis of a long-term reliable water supply, the City is considering developing a new municipal water supply well in City limits or neighboring cities in the West Coast Basin.

The specific capacity (gpm/ft) of a well is the pumping rate (gpm) (Q) divided by the drawdown in feet(s). Specific capacity mapping for the area around the City digitized from the Water Replenish District's (WRD) Technical Bulletin, Volume 2, 2005, Well No. 5, and one WRD nested monitoring well, Lomita #1, are shown in **Figure 2**. The specific capacity is a measure of the effectiveness of a well. **Figure 2** shows that most of the area within the City has a specific capacity value from 100 to 200 gpm/ft. Attachment C of the RFP reported that the shallow groundwater flows east-southeast, and chlorinated solvents are primarily migrating laterally versus vertically.

We understand that in addition to high concentrations of iron and manganese, the City's existing water supply well #5 is potentially impaired by chlorinated volatile organic compounds (cVOCs). It is of concern that a new well site is likely to be affected by Trichloroethene (TCE) and Tetrachloroethene (PCE) as well. Therefore, key water quality constituents which could affect treatment requirements are manganese, iron, TCE and tetrachloroethylene (PCE).

The purpose of the proposed study is to:

- Collect and review well yield, pumping level, static level, specific capacity, environmental and existing infrastructure data from the US geological Survey (USGS), WRD, State Water Board, and California Department of Water Resources.
- Characterize the subsurface geology both within the City limits and in neighboring cities in the West Coast Basin
- Analyze available groundwater data to help identify key aquifer parameters in this study area (i.e., static water levels, groundwater flow directions, transmissivity, and groundwater quality)
- Determine the hydrogeologic feasibility of developing one new groundwater supply well
- Identify potential locations and evaluate land availability, permit requirement and connections to the existing collection system in a priority ranking order for the well locations

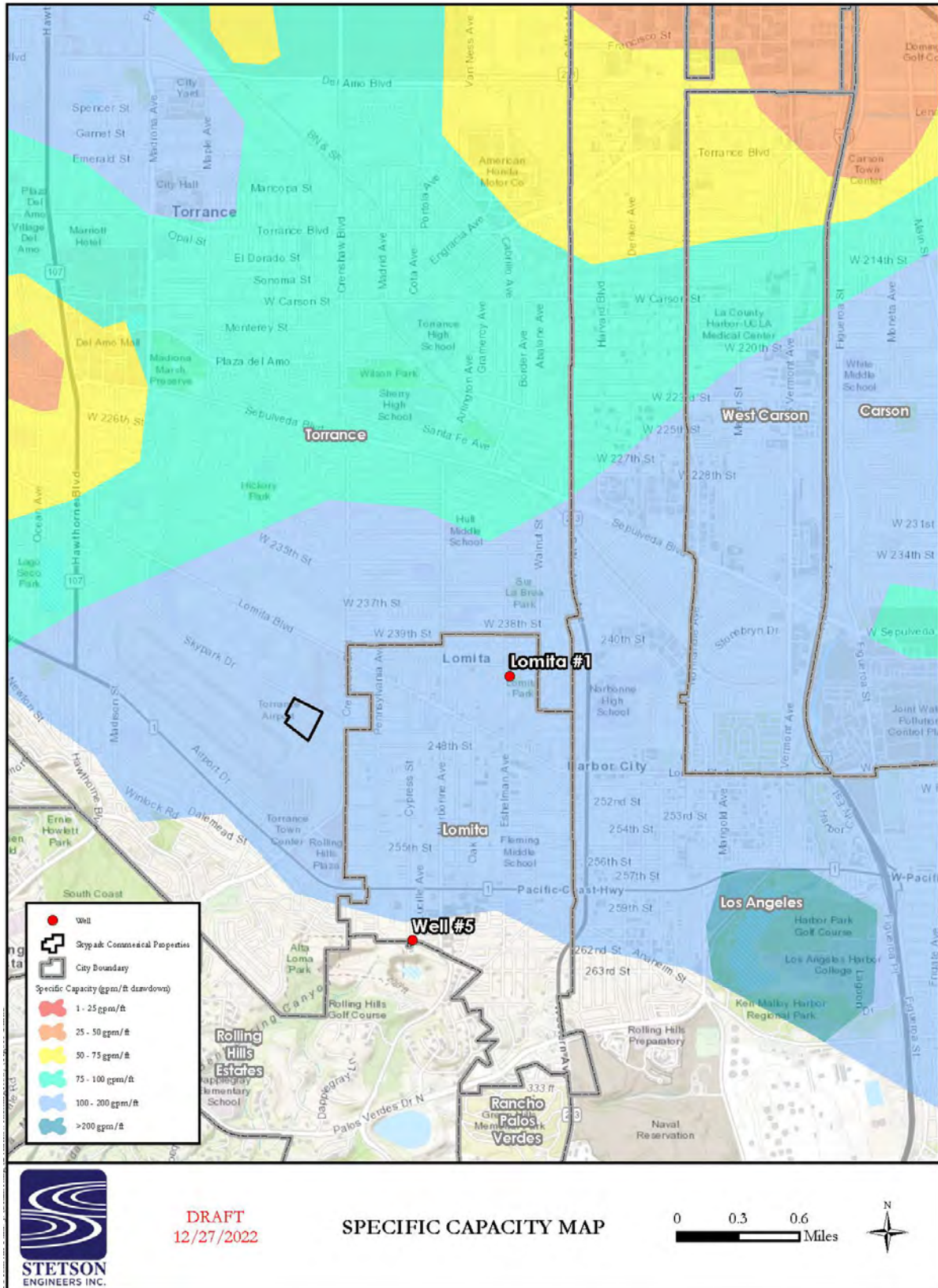


Figure 2 Specific Capacity Map (Digitized from WRD's Technical Bulletin, Volume 2, 2005)

For the purpose of siting the new well in the West Coast Basin, we recognize that the team selected for the project should have a firm grasp of the key hydrogeologic issues for development of groundwater resources and also of the methods for resolving logistical or hydrogeologic issues related to well siting. Stetson has assembled a team because of their individual skills and experience, as well as their proven track record in working together on similar projects. This Stetson team can begin working promptly on the New Groundwater Well Feasibility Study.

A list of potential project issues that will impact the well site selection and eventual cost of construction of the new wells is shown on **Table 2**. This table also contains our team’s approach and similar projects where we have dealt with the issue.

Table 2 Project Issues, Stetson’s Approach and Successes

PROJECT ISSUES	STETSON TEAM'S APPROACH TO ISSUE	STETSON TEAM PROJECT WHERE THIS APPROACH WAS SUCCESSFUL
Thickness and continuity of aquifers	Correlate electric logs and lithologic logs throughout the West Coast Basin.	<ul style="list-style-type: none"> • Well Site Feasibility Study • Focused Study of Well Site Locations in the West Coast Basin • Well Siting Study Report for the City of Arcadia
Aquifer transmissivity and storativity	Tabulate and assess basic construction data and pumping information; analyze available groundwater data to help identify key aquifer parameters in this study area.	<ul style="list-style-type: none"> • Well Site Feasibility Study • Focused Study of Well Site Locations in the West Coast Basin • Well Siting Study Report for the City of Arcadia • Richardson Well
Water quality: contaminant and corrosion	Tabulate and assess available groundwater data to help identify distribution of potential contaminants and casing corrosion constituents.	<ul style="list-style-type: none"> • Well Siting Study Report for the City of Arcadia • Well Site Feasibility Study • Focused Study of Well Site Locations in the West Coast Basin
Effect on adjacent wells	Employ analytical model to evaluate potential drawdown interferences.	<ul style="list-style-type: none"> • Well Site Feasibility Study • Focused Study of Well Site Locations in the West Coast Basin • City of Anaheim Well 56
Availability of Sites	Apply systematic site alternative screening process to identify sites that have adequate space to drill and construct the wells.	<ul style="list-style-type: none"> • Well Siting Study Report for the City of Arcadia • New Well Site Study for the City of San Jacinto
Connection to Existing Collection System	Determine priority of hydrogeologic condition, availability of land and cost for connection to existing water supply system. Discuss within the team.	<ul style="list-style-type: none"> • Los Valles Deep Well, Tank, and South Pump Station • Water Rights Support and As-Needed Engineering
Cost Estimate	Employ certified cost estimate and discuss within the team to determine costs for design, construction, and O &M.	<ul style="list-style-type: none"> • Well Site Feasibility Study • Focused Study of Well Site Locations in the West Coast Basin • Well Siting Study Report for City of Arcadia
Permitting	Site reconnaissance to determine if NPDES discharge requirements can be readily met and noise mitigation measures are needed	<ul style="list-style-type: none"> • Pitchess Water Infrastructure Improvements Project-New Well Preliminary Design • Lemon Well • Richardson Well

Our knowledge of these key issues has been developed through our current and previous work efforts, the most important of which is the ongoing correlation of electric log signatures throughout the Central and West Coast Basins. This effort is the key to understanding the location, thickness, and continuity of the aquifers underlying the local groundwater basins. We understand that the aquifers underneath the Central Basin and West Coast Basins are the Recent Aquifer system, the Lakewood aquifer system, Upper and Lower San Pedro aquifer systems and the Pico Unit, among which the Lynwood and Silverado aquifers in the Upper San Pedro aquifer system are the most productive.

Table 3 Work Breakdown Structure

Task	Description
1	GENERAL PROJECT ADMINISTRATION & MEETING
1.1	Project Management
1.2	Attend Routine Progress Meeting
2	DATA RESEARCH & INVESTIGATION
2.1	Data Collection and Review
2.2	Review West Coast Basin Hydrogeology
2.3	Analysis of Potential Sites in the West Coast Basin
2.4	Field Reconnaissance
3	PRELIMINARY WELL FEASIBILITY REPORT
4	FINAL WELL FEASIBILITY REPORT
5	OPTIONAL WORK

Stetson’s approach to the New Groundwater Well Feasibility Study is to conduct a series of team meeting with City staff to identify possible well sites and to successively screen these sites against a set of project requirements, arriving at a list of three feasible well sites. It is understood that all of the items listed in the RFP will be completed by Stetson. We have organized the tasks listed in the RFP to produce a work breakdown structure (WBS) which serves as the basis for the schedule and cost estimate. This WBS is summarized in **Table 3**. Selected tasks are described in more detail in this section.

Table 4 Project Schedule

Month		Feb. 2023		Mar. 2023				Apr. 2023				May 2023				Jun. 2023					
		7	8	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
Task No.	Activity Description	Week																			
		Feb 13 - Feb 17	Feb 20 - Feb 24	Feb 27 - Mar 3	Mar 6 - Mar 10	Mar 13 - Mar 17	Mar 20 - Mar 24	Mar 27 - Mar 31	Apr 3 - Apr 7	Apr 10 - Apr 14	Apr 17 - Apr 21	Apr 24 - Apr 28	May 1 - May 5	May 8 - May 12	May 15 - May 19	May 22 - Jan 26	May 29 - Jun 2	Jun 5 - Jun 9	Jun 12 - Jun 16	Jun 19 - Jun 23	
1	General Project Administration & Meeting																				
	1.1 Project Management																				
	1.2 Attend Routine Progress Meeting	▲					▲					▲						▲			
2	Data Research and Investigation																				
	2.1 Data Collection and Review																				
	2.2 Review West Coast Basin Hydrogeology																				
	2.3 Analysis of Potential Sites in the West Coast Basin																				
2.4 Field Reconnaissance																					
3	Preliminary Well Feasibility Report																				
4	Final Well Feasibility Report																				

The project schedule is summarized in **Table 4**, assuming the Kick-off meeting to be held on February 15, 2023, and the estimated time to complete the project is four (4) months. Including the Kick-off meeting, four meetings are scheduled. Estimated man-hours are summarized in **Table 5**, where resources needed for completing each task are defined.

TASK 1 GENERAL PROJECT ADMINISTRATION & MEETING

Stetson will establish internal project controls to monitor project status, budget and schedule on an ongoing basis. Stetson will prepare monthly status reports, hold monthly coordination meetings with the City, and prepare monthly invoices for the City. Stetson's Project Manager, Mr. Jeff Helsley, will be responsible for managing the budget and schedule. Mr. Helsley will also be the City's main point of contact to maintain frequent interaction during the project on an as-needed basis. He will play a key role in streamlining information and provide a New Groundwater Well Feasibility Study that is based on a consistent study approach. Mr. Helsley will be supported by a core team of Dr. Chaoying Jiao and Sammy Lo.

Table 5 Estimated Man-Hours Matrix

Task	Description	Principal Steve Johnson	Project Manager Jeff Helsley	Supervisor Chaoying Jiao	Sr Engineer Sammy Lo	Assoc. Engineer Heather Steele	Clerical
1	GENERAL PROJECT ADMINISTRATION & MEETING	2	12	16			2
1.1	Project Management	2	10	8			2
1.2	Attend Routine Progress Meeting		2	8			
2	DATA RESEARCH & INVESTIGATION	2	4	80	18	34	6
2.1	Data Collection and Review			10	4	16	6
2.2	Review West Coast Basin Hydrogeology			30	8	8	
2.3	Analysis of Potential Sites in the West Coast Basin	2	4	34	6	10	
2.4	Field Reconnaissance			6			
3	PRELIMINARY WELL FEASIBILITY REPORT	4	4	30	4	20	10
4	FINAL WELL FEASIBILITY REPORT		2	6	2	10	2
5	OPTIONAL WORK		4			26	

Stetson will perform internal quality assurance and quality control (QA/QC) activities to obtain expert guidance on project methodology and criteria, review project deliverables and perform checks of engineering calculations and cost estimates. QA/QC staff will consist of senior level engineers (Jean Moran and John Cardoza, Supervisor I) experienced in well site selection, well design and construction management who are not otherwise involved in the day-to-day project activities.

Stetson intends to provide an accurate and high-quality product to the City. All work products developed by Stetson are directed by experienced staff. Data, calculations, drawings, and correspondence are reviewed by peers or supervisors prior to submittal to the City. Copies of all submittals are retained by Stetson as well as all comments and correspondence received from others.

Frequent communication among all project participants is essential to the success of any project. Stetson has a proven, systematic approach to maintaining accessible project documents and

written and verbal communication throughout the project. Stetson will prepare meeting agendas and meeting minutes for City review. A total of 32 man-hours is estimated to complete Task 1.

TASK 2 DATA RESEARCH AND INVESTIGATION

Stetson has an in-depth working knowledge and comprehensive data on the hydrogeology of the West Coast Basin. One of Stetson's proposed team members, Dr. Chaoying Jiao conducted two similar well site feasibility studies for other clients in the Central and West Coast Basins from 2010 to 2014. Stetson's project manager Mr. Helsley was formerly the District Engineer and Assistant General Manager of WRD, where he was responsible for the development and implementation of programs to enhance groundwater recharge, improve groundwater basin management, and project groundwater quality. Mr. Helsley's experience includes employment with the Los Angeles County Department of Public Works where he was responsible for studies to develop improvements to the County's injection barriers to prevent seawater intrusion in the West Coast Basin, and studies of groundwater recharge optimization.

2.1 Data Collection and Review

Immediately following the Kick-off meeting, Stetson will collect and compile water well and/or test hole data, which consist of previous drilling locations and respective water well/test hole numbers; driller's logs; casing records; borehole geophysical logs; water level monitoring data; efficiency test records; and water quality laboratory test results.

In preparation for this project, Stetson has already acquired the following information:

- Water level, production record, water quality and well construction of nearby production wells and monitoring wells from WRD's website included in the RFP
- Results of regional geologic field mapping of the area published by the California Department of Water Resources (DWR) and the United States Geological Survey (USGS)
- Driller's logs in the West Coast Basin, as available in our database;
- Lithologic logs and electric logs for nearby wells owned by neighboring water companies and cities; and
- Data on pumping rates, water levels, and water quality for the wells in adjoining water districts and cities.

In addition to the data sources cited above, other potential sources of data may include the California Statewide Groundwater Elevation Monitoring (CASGEM), California State Water Resources Control Board (California Waterboards) Geotracker, Department of Toxic Substances Control (DTSC) Envirostor database, Division of Drinking Water (DDW), and State of California Department of Public Works' Bulletin 45.

Stetson will review all available data and summarize findings in graphs and charts. In addition, information of land availability, existing water collection system and infrastructure will be gathered and compiled into GIS files.

Stetson anticipates completing this task within 9 weeks (**Table 3**) and the total man-hours needed is 36 (**Table 4**).

2.2 Review West Coast Basin Hydrogeology

A team meeting will be scheduled to perform site identification and review of hydrogeologic conditions and logistic constraints. In the siting and eventual construction of the new well, selection will depend on the: (1) hydrogeologic favorability of the site and (2) logistical favorability of the site.

In evaluating the hydrogeologic favorability, Stetson will use a four-tiered approach to identify areas of favorable hydrogeology for defining potential well sites:

1. Define the thickness and continuity of aquifer systems beneath the site.
2. Estimate the aquifer’s physical hydrogeologic properties, e.g., transmissivity and storability, from well logs and other data.
3. Assess the groundwater quality and respective treatment requirements for the site.
4. Determine groundwater flow directions, potential well interference, and production rates.

A total of 7 weeks is scheduled to complete this task (**Table 3**) and the total man-hours needed is 46 (**Table 4**).

2.3 Analysis of Potential Sites in the West Coast Basin

After areas of favorable hydrogeology have been identified, at least three (3) sites lending to favorable logistics during construction will be considered. In this step, a few considerations are defined and evaluated:

- Land availability for potential well sites
- Size of the site and available area for treatment facilities, if needed
- Temporary water supply availability for drilling of the pilot and final boreholes
- Location of storm drains near the site for disposal of well development and testing water
- Distance to potential connection to the collection and distribution systems
- Cost of design, construction, and operation and maintenance of the proposed well sites; and
- Set-back requirements per California Well Standards 74-81 and 74-90.

Stetson will conduct a thorough investigation of the required environmental assessment and permitting necessary for the success of the construction of a new well. Unattended, these requirements can present major challenges to the ultimate success of City’s project. Environmental concerns will be addressed and outlined in preparation for construction, for example, aesthetics and noise during construction.

Table 5 Preliminary List of Required Permits

1. Permit	2. Agency
NPDES Permit for Well discharge	Regional Water Quality Control Board
Temporary Discharge to Surface Features	LA County Department of Public Works
Well Construction Permit	LA County Department of Public Health, Environmental Health Division
Drinking Water Source Assessment	SWRCB – Division of Drinking Water

A preliminary listing of required approvals and permits is listed in **Table 5**. If needed, treatment facilities may trigger additional permitting requirements. In addition, easement permits may be required. These permitting needs will be identified in this task, but it is assumed actual permitting will be completed in a future phase of the work.

Stetson anticipates completing this task within 9 weeks (**Table 3**) and the total man-hours needed is 56 (**Table 4**).

2.4 Field Reconnaissance

When the most favorable sites have been chosen from a hydrogeologic perspective, the Stetson team will coordinate with City staff to conduct a one-day field reconnaissance to investigate the size

of the sites, environment, location of fire hydrants and storm drains, location, and distance of existing water collection system to the proposed well sites. Stetson will assess the results immediately after the field investigation.

TASK 3 PRELIMINARY WELL FEASIBILITY REPORT

Preliminary Well Feasibility report will summarize the analysis and recommendations developed in **Task 2** and will incorporate comments from City. The draft report will be submitted electronically to the City for review.

The Preliminary Well Feasibility Report will follow the outline listed below:

- i. Introduction
- ii. Well Site Identification and Feasibility Analysis
 - a. Well Site Identification
 - b. Hydrogeologic Review
 - c. Site Constraint Analysis
 - d. Rank the Sites
 - e. Field Reconnaissance
 - f. Validation
- iii. Constructability
 - a. Permitting Requirement and Regulations
 - b. Cost Estimate for Design and Construction
 - c. Cost Estimate for Operation and Maintenance
 - d. Estimated Life Cycle
 - e. Construction Constraints at Each Site
 - f. Operation and Maintenance Considerations at Each Site
 - g. Well Testing
 - h. Treatment Technology
 - i. Preliminary Schedule
- iv. Conclusions and Recommendations

Figures anticipated for the well site feasibility study are

- Well location map showing proposed and existing well locations in the area of interest in the West Coast Basin
- Geologic cross sections of the area of interest
- Contours of current water levels

Tables summarizing the well construction, water level fluctuations, specific capacity and pumping rates and water quality will also be provided.

Stetson anticipates completing this task within 7 weeks (**Table 3**) and submitting the Preliminary Well Feasibility Report on June 2, 2023. The total estimated man-hours for completing this task are 72 (**Table 4**).

TASK 4 FINAL WELL FEASIBILITY REPORT

Following authorization from City staff, Stetson will incorporate City staff's consolidated comments from their review of the Preliminary Well Feasibility Report. Stetson will submit one (1) digital pdf copy, one (1) digital native file copy of the Final Well Feasibility Report, and two (2) bound hard copies to the City.

OPTIONAL WORK – FUNDING RESEARCH

During the course of the work, the City may authorize services researching grant/funding opportunities and preparing documentation for applications for the completion of the design and construction phases of the project.

Stetson understands that work under this task may include, but not be limited to, researching State and Federal funding opportunities that the City and project qualify for, maintaining communication with funding parties as needed, and the completion of funding applications as needed. 30 labor hours of work is assumed to complete this Task.

SECTION 4 – FEE PROPOSAL

Per the City's RFP, Stetson's Fee Proposal is provided in a separate sealed envelope.

APPENDIX A

RESUMES

RESUMES

Name & Title: Steve Johnson, P.E. , Corporate President/CEO and Managing Principal	Project Assignment: Principal Engineer
Years of Experience with Firm 44	Years of Experience With Other Firms 0
Education: Degree(s) / Year / Specialization: B.S. Civil Engineering / 1977 / California Polytechnic University, Pomona	Registrations / Certifications: Civil Engineer No. 32396, California 1981
<p>Experience Record</p> <p>Mr. Johnson is Corporate President/CEO and Managing Principal of the Covina office of Stetson Engineers. Mr. Johnson is responsible for all engineering operations performed by the firm's southern California office, in Covina, California. Mr. Johnson's extremely broad experience covers the southern California work for well over a quarter century. As a Managing Principal, Mr. Johnson is responsible for all corporate management functions and professional engineering support services. Mr. Johnson has represented Stetson for over 40 years, continuous.</p> <p>Mr. Johnson is a designated expert for purposes of water system and water rights evaluation and appraisal. This includes qualification in U.S. Federal Court as an expert under the Daubert rules of qualification. He has provided expert witness testimony on water system/water rights condemnation actions, groundwater contamination cases, and flood damage evaluations and assessments. Mr. Johnson's expertise has supported numerous water systems and water rights transactions and settlements. He has also provided expert witness testimony of the impacts and decision-making associated with water supply contamination, before the California Public Utilities Commission, Administration Law Judge.</p> <p>Mr. Johnson is the designated "Project Engineer" for implementing cleanup of the largest groundwater contamination site in the nation, under the U.S. Environmental Protection Agency's Superfund Program. Under this assignment, Mr. Johnson coordinates with the U.S. EPA, six different water purveyors, the Main San Gabriel Basin Watermaster, the San Gabriel Basin Water Quality Authority, and numerous Responsible Parties and their engineering/legal representatives. This assignment has a current value of \$250 to \$300 million and will produce over 35,000 acre-feet of treated, potable groundwater annually. Mr. Johnson's responsibilities include all phases of project planning, financing, coordination, regulatory compliance, design, contract solicitation, construction management, operations, and performance monitoring for contamination plume control and cleanup.</p> <p>As a predecessor to this assignment, Mr. Johnson supervised the planning, design, construction, operations, and regulatory approval of the first groundwater treatment facility in the United States to successfully treat for Perchlorate and NDMA for potable consumption. This facility was also the first groundwater treatment facility to be permitted for drinking water supply under the California Department of Health Services Policy 97-005 for impaired water supplies.</p> <p>Mr. Johnson represents several prominent water agencies as "Engineer". These agencies include the Main San Gabriel Basin Watermaster, the Upper San Gabriel Valley Municipal Water District, the San Gabriel Valley Municipal Water District, and the San Gabriel Basin Water Quality Authority. Typical assignments include safe yield studies, groundwater contamination characterization and remediation, design, construction management, rate assessment, water supply studies, and reports to the board.</p> <p>Since the early 1980s, Mr. Johnson has been heavily involved with engineering solutions to contamination of drinking water supplies. This work involves a wide range of experience and expertise, including site and regional characterization of soil and groundwater contamination, hydrogeologic studies, groundwater basin modeling, development of cleanup and water supply plans, remediation studies, development and full implementation of treatment projects, and coordination with all regulatory agencies. The contaminants of concern include volatile organic compounds (VOCs), Perchlorate, NDMA, 1-4-dioxane, Chromium and others. This work has been performed in full cooperation with the U.S. Environmental Protection Agency, the State Department of Toxic Substance Control, the Department of Health Services, the State Water Resources Control Board, and the Regional Water Quality Control Board.</p>	

RESUMES

Steve Johnson, Principal Engineer

(Continued)

The following projects are representative of Mr. Johnson's experience:

City of Los Angeles, Department of Water and Power. Supplemental Water Study.

City of Los Angeles, Department of Water and Power. Hoover Dam Power Contracts.

Upper San Gabriel Valley Municipal Water District

- Supervision of District Engineering Duties
- Area Wide Water Quality Monitoring Plan
- AB 1803 Water Quality Monitoring Plan
- AB 797 Water Conservation Plan
- Feasibility Studies - Use of Reclaimed Water
- Supervision of EPA Superfund Sub-Contract
- Drought Studies
- Puente Hills Landfill Investigation
- District Mapping
- Reclaimed Water Study
- Direct Use Project
- Indirect Reuse Replenishment Project

San Gabriel River Watermaster. Named one of the three Watermasters in 2011

City of Bakersfield

- Design of Turnout Structure - Kern River
- Design of Turnout Structure - Canal
- Water System Master Plan
- Review of New Development Plans
- Design of Box Culvert
- Acquisition of New Facilities
- Water System Operations Study

Santa Ynez River Water Conservation District

- Design of Reservoir Renovation
- Design of Lake Cachuma Intake Facility
- Design of Well Fields (6.0 cfs, 4.0 cfs and 1.73 cfs)
- Design of Booster Station
- Administration of State Loan and Grant
- Supervision of Cathodic Protection
- Design of Well No. 15 Pumping Equipment
- Lake Cachuma Intake Maintenance

RESUMES

Steve Johnson, Principal Engineer

(Continued)

- Zone III Reservoir Design
- Cachuma Pipeline Rehabilitation
- SWP Facilities Design

East Pasadena Water Company Design of Water Main Extensions for Fire Service.

Kaiser Steel Valuation of Water Related Holdings at Fontana Plant.

City of Solvang

- Design of Wells No. 7 and 8 Water Supply

San Gabriel Valley Municipal Water District

- Feasibility Study Hydroelectric Generation Stations
- Continuing Developer Interaction Responsibilities
- Supervision of Periodic Pipeline As-Built Updates
- Feasibility Study and Acquisition for Turnout Structure
- Transmission Pipeline Rehabilitation Project
- State Water Project Entitlement Report
- Urban Water Management Plans
- Pipeline Extension Project

City of Industry Master Plan of Development

Main San Gabriel Basin Watermaster

- Supervision of Engineering Duties
- Basin Water Quality Studies
- Basin Modeling
- Enforcement of Pumping Control
- Operable Unit Cleanup Plans
- BPOU Cleanup Project
- Full Compliance Permitting

Puente Basin Watermaster Supervision of Engineering Duties

Buellton Community Services District

- Water System Design
- Sewer System Design

City of Torrance Feasibility Study on Hydroelectric Generation

Mr. Riley Metz Site Drainage Study and Improvement

Mr. Redmond Flood Damage Study

Boy Scouts of America Flood Damage Study

Rapid Transit District Waste Discharge Study

RESUMES

Steve Johnson, Principal Engineer

(Continued)

Mr. Lapin Flood Damage Study

U.S. Department of Navy, Camp Pendleton

- Water System Study
- Water System Design

City of Claremont Representative on Proposed Quarry Development

Cabazon Water Company Valuation Study

HLM Water System Valuation Study

Citizens Utilities Company Valuation of Jackson Water Works

County of San Bernardino Safe Yield Study

Walsh v. State of California Flood Damage Study

Three Valleys Municipal Water District Subagency Report

Morongo Band of Mission Indians Ongoing Engineering Studies

La Quinta Water System Valuation Study

City of Ontario Flood Damage Study

Serrano Park Homeowners Association Flood Plain Improvements

California Department of Fish and Game Valuation of Water Rights at Indian Joe Spring

Sunnymead Ranch Lake Reconstruction

City of Livermore and California Water Service Trade of Service Areas – Arbitration

Sparkletts Water Water Supply Study

Cancun Racquet Club Subsidence Evaluation

East Highlands Ranch Water Rights and Consultation Work

Covina Irrigating Company Valuation

Hartman Farms (Ohio) Coordination of basin recharge with rock and sand operations

Turner Ranches Valuation of Sanitary System

City of Barstow

- Water Rights
- Mohave River Water Quality Evaluations
- Contaminant Investigations

City of Glendora Conjunctive Use Study

Lewis Homes Management Corp Water Resources and Supply Studies

City of Oceanside Water Resources Study

City of Upland Water Rights Evaluation

RESUMES

Steve Johnson, Principal Engineer

(Continued)

San Gabriel Basin Water Quality Authority

- Consulting Services
- Arrow Well Project
- Big Dalton Project
- Monrovia Project

City of Bullhead City, Wastewater Treatment Plant Evaluation

Azusa Valley Water Company Valuation

American Water Works. Well Design

City of Covina. Valuation of Covina Irrigating Company

Suburban Water Systems. Valuation of Facilities

City of Whittier Urban Water Plans

Lewis Homes, Monrovia Nursery Water Resources

Beverly Acres Mutual Water User's Association Valuation

Southern California Water Company, Staff Projects

City of Oceanside - Water Resources Study

Prado Dam Flood Damage - Perrizo

Chino Basin Watermaster - Engineering

Santa Margarita Water District - Appraisal

San Gabriel Valley Water Co. v. Sanitation Districts

Tri-Cities/Camp Pendleton - Economic Evaluation of Conjunctive Use Water Supply Project

Three Valleys Water District - General Engineering

San Gabriel River Water Committee - General Engineering

City of Beverly Hills - Water Distribution System Analysis

Valley County Water District - Urban Water Management Plan

Valley County Water District - General Engineering

Montebello Land and Water Company

City of Oceanside - Water Rights and System Modeling

City of Oxnard - Water Quality

Raymond Basin - Perchlorate Study

Star Kist Foods - Water Rights Evaluation

Orange County Water District - Prado Basin Constructed Wetlands

East Highlands Ranch - Water Supply

Elsinore Water District Well Interference

City of Perris

RESUMES

Steve Johnson, Principal Engineer

(Continued)

LPVCWD Perchlorate/NDMA Facility

Tejon Ranch Water/Sanitation

City of San Diego Studies

DHS Permitting - Policy 97-005

SEMOU Cleanup Plans

SCWC SEMOU Water

San Jacinto-Hemet Groundwater Management Plan

Baldwin Park Operable Unit – Groundwater Cleanup Project

San Gabriel Valley Water Company (SGVWC) – General Rate Case Filing Before the Public Utilities Commission for SGVWC’s Fontana Water Company Division

People vs. Rosemead

CalTrans vs. San Antonio Lakes Partners, et al.

State of New Mexico, et al. vs. General Electric company

American States Water Company et al. vs. State of California et al., & Aerojet-General Corporation, et al.

Suburban Water Systems Rate Case before the Public Utilities Commission

Paulus Engineering, Inc. vs. Ridge Development, LLC

Summit Water Holdings, LLC/Harper Lake Basin

Villages of Avalon Community Association vs. Perris Public Utility Authority

People of the State of California and the City of San Diego vs. Kinder Morgan Energy Partners

Tahoe City Public Utility Districts vs. Tahoe Park Water Company; Lake Forest Water Company

RESUME

Name & Title: Jeff Helsley, P.E. , Supervising Engineer	Project Assignment: Project Manager
Years of Experience with Firm 22	Years of Experience With Other Firms 17
Education: Degree(s) / Year / Specialization: M.S. Environmental Engineering / 1982 / University of Southern California, Los Angeles (USC) B.S. Civil Engineering / 1981 / California State University, Los Angeles (CSULA)	Registrations / Certifications: Civil Engineer No. 039599, California, 1985
<p>Experience Record</p> <p>Mr. Helsley joined Stetson Engineers, Inc. in 1999 as project manager for water rights quantification and valuation studies, alternative water supply studies, water resource management studies, water facilities design including site improvements for drainage and access, and groundwater recharge feasibility studies including sand and gravel pits in the San Gabriel Valley.</p> <p>His experience includes employment with the Los Angeles County Department of Public Works in the Hydraulic/Water Conservation Division. As a Supervising Civil Engineer I in the Planning Unit, he was responsible for studies to develop improvements to the County’s injection barriers to prevent seawater intrusion, and studies of groundwater recharge optimization.</p> <p>Mr. Helsley was also formerly the District Engineer and Assistant General Manager of the Water Replenishment District of Southern California, where he was responsible for the development and implementation of programs to enhance groundwater recharge, improve groundwater basin management, and protect groundwater quality.</p> <p><u>Chino Pipeline and Facilities Improvements Project</u></p> <ul style="list-style-type: none"> • Well-site review, permitting and design including a drainage study and retention basin design • Well construction oversight • Pump testing and station design • Nitrate Removal Treatment Plant Design • Design for three separate pipelines • Assistance in pipeline permitting • Preparation of specifications and bid documents <p><u>San Luis Rey Indian Water Rights Dispute, San Diego County</u></p> <p><u>Antelope Valley Groundwater Recharge and Recovery Study</u></p> <p><u>San Gabriel Valley Municipal Water District 30” Pipeline Realignment</u></p> <p><u>City of Pomona Water Pipeline Replacement Design</u></p> <p><u>Water Supply Assessments</u></p> <ul style="list-style-type: none"> • The Shops at Santa Anita, Arcadia, California • Copa de Oro Development, Rosemond, California • Newhall County Water District, Santa Clarita Valley, California • Uptown Specific Plan, Whittier, California • Monrovia Nursery, Azusa/Glendora, California • West Main Street Master Plan, Alhambra, California • Valley Vision Specific Plan, San Gabriel, California 	

Jeff Helsley, Project Engineer

(Continued)

City of Monterey Park Perchlorate Treatment System Procurement

City of Glendale Wellhead Treatment Feasibility Study and Design

Wellhead Treatment Systems – San Marino Service Area, Feasibility and Options Analysis Report

Water System Master Plans

- City of Covina
- Pahrump, Nevada, included the Water System, the Sewage Collection System and Lift Stations
- Fontana Water Company
- San Gabriel Valley Water Company, Los Angeles County Division

City of San Luis Obispo Groundwater Development Project

Review of Recycled Water Use, Forest Hills Memorial Park, Covina Hills

Water Supply Feasibility Studies

- Sierra Bella Development, Lucerne Valley, California
- Sierra Lakes Development, Santa Clarita Valley, California
- Rolling Meadows Development, Tejon Ranch, California
- East Highlands Ranch, Upland, California
- Larsen Ranch, Antelope Valley, California

East Raymond Basin Water Resources Plan

Rancho Cordova Perchlorate Contamination Litigation Support

Groundwater Supply Development Cost Study, Laredo, Texas

Groundwater Yield Review, Burleson County, Texas

Wrightwood Groundwater Study

Rincon Groundwater Study

Torrez Martinez Water Feasibility Study

Spring Creek Booster Station Design

Water Rights Appraisal – Hearst Ranch

Antelope Valley Water Rights Adjudication

LAFCO Municipal Water Service Review, Santa Clarita Valley

Review of Proposal Antelope Valley Water Bank

Arrow Well Wellhead Treatment Design

Los Angeles County Department of Public Works (LACDPW) Alamitos Barrier Project - Seawater Barrier

- Deficiency/Feasibility Study
- Injection Well Design
- Injection Well Construction

LACDPW Dominguez Gap Barrier - Seawater Barrier, Deficiency/Feasibility Study

RESUME

Jeff Helsley, Project Engineer

(Continued)

LACDPW West Coast Barrier Project - Seawater Barrier

- Geophysical Exploration
- Deficiency/Feasibility Study

Landfill Gas Mitigation Measures

County Solid Waste Management Plan

Montebello Forebay Groundwater Recharge Study

National Pollution Discharge Elimination System (NPDES) Permit Modifications

Injection Well Maintenance Study

Name & Title: Chaoying Jiao, Ph.D., P.E., Supervisor II	Project Assignment: Hydrogeologist
Years of Experience with Firm: <1	Years of Experience With Other Firms: 29
Education: Degree(s) / Year / Specialization: Ph.D., Hydrogeology, University of Karlsruhe, Karlsruhe, Germany MS, Hydrogeology, Nanjing University, Nanjing, PR China BS, Hydrogeology & Engineering Geology, Nanjing University	Registrations / Certifications: Professional Geologist, California, No. 8367. Certified Hydrogeologist, California, No. 971. MODFLOW, GMS, Groundwater Vistas, Visual MODFLOW, MODFLOW-USG, Arc GIS, Surfer, VOXLER, Access, MS Word, Excel, Quick Basic, FORTRAN, WellCAD
<p>Experience Record</p> <p>Dr. Jiao recently joined Stetson Engineers. Dr. Jiao's projects at Stetson include preparation of well rehabilitation specifications, analysis of water availability from fractured rock formations in the San Bernardino Mountains, updating the groundwater model for the Santa Ynez Basin, and developing a method to calculate change in groundwater storage in the Indian Wells Valley Groundwater Basin.</p> <p>Dr. Jiao is an accomplished hydrogeologist and groundwater modeler with over 29 years of experience. His professional focus is on regional groundwater resource evaluations, development and modeling. He has extensive experience in basin-wide studies, wellfield exploration, siting, design and construction management of high-capacity water supply wells and monitoring wells.</p> <p>Prior Experiences:</p> <p><u>Los Angeles Department of Water and Power</u></p> <ul style="list-style-type: none"> • Update Bishop Local Management Model • Owens Lake Groundwater Evaluation Project • Numerical and Ecological Model Improvements-Big Pine Wellfield • Numerical and Ecological Model Improvements-Taboose-Thibaut Wellfield, Los Angeles Department of Water and Power, Owens Valley, CA • Owens Lake Groundwater Development Program Assistance • Owens Lake Groundwater Evaluation Project, • Los Angeles County Department of Publics, CA • West Coast Basin Barrier Project, County of Los Angeles Department of Public Works, CA <p><u>Orange County Water District</u></p> <ul style="list-style-type: none"> • North Basin Groundwater Protection Project, Orange County Water District, CA • Design and Construction Support for the Demonstration Mid-Basin Injection Well Project, Orange County Water District, CA <p><u>City of Anaheim</u></p> <ul style="list-style-type: none"> • Construction oversite for Well 56, City of Anaheim, CA • Construction oversite for Well 54, City of Anaheim, CA <p><u>Long Beach Water Department</u></p> <ul style="list-style-type: none"> • Focused Study of Well Sites in the West Coast Basin, Long Beach Water Department, CA • Well Site Feasibility Study, Long Beach Water Department, CA • Rehabilitation of North Long Beach Well 9 & 11, Long Beach Water Department, CA <p>Updating the Santa Rosa Basin Groundwater Management Plan & Evaluation of Maximum Perennial Yield, Camrosa Water District, CA</p>	

Chaoying Jiao, Ph.D., P.E., Supervisor II

Continued

Development of Independence-Symmes-Bairs and Lone Pine Management Model (Southern Model), Los Angeles

Alternative Remedial Design North Hollywood Operable Unit Wells NHE-2 and NHE-3, Confidential Client, North Hollywood, CA

SS-12-01 Pleasant Valley Basin Monitoring Wells Project, Camarillo Sanitary District, CA

Primm Casinos – Design and Construction Supervision for Well WP-5A, The Primadona Company, LLC, Primm, NV

Construction Supervision for the Dos Palmas Water Supply Development-2010, Monitoring Well -17, Coachella Valley Water District, CA

Design, Construction Supervision and Water quality sampling Well 36, 37 and 24A, Palmdale Water District, CA

Santa Ana River Groundwater Recharge Optimization Study, San Bernardino Valley Water Conservation District/Municipal Water District, CA

Terra Cotta Well, Elsinore Valley Municipal Water District, CA

Pinetree Well #2, Valencia Water Company, Valencia, CA

Pinetree Well T-7, Valencia Water Company, Santa Clara, CA

Well 44, 45 & 47 Construction, Victor Valley Water District, Victorville, CA

IRRP-P1, P2 and P3, Eastern Municipal Water District, Hemet, CA

Rehabilitation of Dolphin Avenue Deep Well, City of Newport Beach, CA

Well Asset Management Planning, Rancho California Water District, CA

Condition assessment of Injection Wells Associated with the Alamitos Barrier, Dominguez Gap Barrier, and West

A regional flow and variable density model for the ALAT & KHOB aquifer in Saudi Arabia

Variable density model for the UMER Aquifer in the Dammam Dome Area, Saudi Arabia

Variable density model for the UMER Aquifer in the Khursaniyah Area, Saudi Arabia

Delta Environmental Consultants Inc., Monrovia, CA, 2005

Geologist: Dr. Jiao performed UST site assessment and remediation; writing of work plans, well installation and abandonment reports, site closure reports, tank pull reports, and Health and Safety plans; and oversight of drillers, field work, soil and groundwater sampling, and well logging.

University of Southern California, Los Angeles, CA, 2002-2005

Research Associate: Dr. Jiao utilized flow cell and visual monitoring technique to perform experimental investigation into "Three Dimensional Miscible Porous Media Flows with Viscosity Contrasts and Gravity Override." Funded by the US Department of Energy (DOE), this basic research has found a variety of application in groundwater protection and restoration, sequestration of carbon dioxide and radioactive waste in salt formation, and injection of hazardous liquid waste in deep aquifer, as well as in the fields of petroleum and chemical engineering.

RESUME

University of Karlsruhe, Karlsruhe, Germany, 1997-2002

Research Associate: Funded by the German Research Foundation (DFG), Dr. Jiao performed experimental study of miscible displacement with density difference and viscosity contrast in porous media. In a large scale sand tank filled with homogeneous sand, a net of electrical sensors and piezometers was constructed to monitor the displacement of two miscible fluids with density difference and viscosity contrast, where salt solution and glycerin solution were used.

United Nations Development Program Water Management Model-Groundwater Management Model, Qingdao City, PR China, 1991-1994

Geologist: Dr. Jiao was the key member for construction of groundwater model of Dagou River Groundwater Basin. He was responsible for basin-wide water budget analysis and safe yield evaluation, reviewing geological and hydrogeological data, and preparing groundwater maps and hydrographs. He first developed a conceptual model and then constructed a numerical model to simulate groundwater flow in the basin.

RESUMES

Name & Title: John Cardoza, P.E. , Supervising Engineer	Project Assignment: Project Engineer
Years of Experience with Firm 21	Years of Experience With Other Firms 11
Education: Degree(s) / Year / Specialization: B.S. Civil Engineering / 1990 / University of Washington, Seattle	Registrations / Certifications: Civil Engineer No. 32761, Washington, 1995
<p>Experience Record</p> <p>Mr. Cardoza has experience in project management, civil engineering, and water resource engineering including well heads, water treatment plants, pipelines, tanks, water supply plans, hydrologic studies, basin reconnaissance studies, surface water modeling, groundwater modeling, statistical analyses, and water quality modeling. In addition, Mr. Cardoza has experience in civil design, structural analysis, and geotechnical analysis for hydroelectric and water works projects.</p> <p>WELL FACILITIES DESIGN</p> <p><u>Tract 349 Mutual Water Company – Well 2 Replacement</u></p> <ul style="list-style-type: none"> Prepared Preliminary Design Report detailing design criteria for replacement of a 900 gpm municipal production well, controls, disinfection, and permitting. Prepared design for well pump equipment, piping, backup generator, and drain connection to Los Angeles County Flood Control District’s storm drain. Provided engineering support through construction of site improvements. Reviewed submittals and addressed Requests for Information. <p><u>California American Water Company – Lemon Well</u></p> <ul style="list-style-type: none"> Prepared design for well pump equipment, piping, and disinfection system for a 225 gpm municipal production well. Provided engineering support through construction of site improvements. Reviewed submittals and addressed Requests for Information. <p><u>Los Angeles County Sheriff’s Department – Pitchess Detention Center – New Well</u></p> <ul style="list-style-type: none"> Prepared Preliminary Design Report detailing design criteria for new 2,000 gpm well, controls, disinfection, and permitting. <p><u>Compton Well 20 Manganese Treatment</u></p> <ul style="list-style-type: none"> Prepared Preliminary Design Report detailing all aspects of design criteria for manganese treatment facility on a 1,000 gpm municipal production well. Prepared design for piping, 27,000 gallon steel backwash tank, backwash booster pump, backup generator, and site improvements. Provided engineering support through construction of site improvements. Reviewed submittals and addressed Requests for Information. <p>WATER TREATMENT FACILITIES – DESIGN AND PROJECT MANAGEMENT</p> <p><u>Main San Gabriel Basin Watermaster, California</u></p> <ul style="list-style-type: none"> Project Coordinator for the Baldwin Park Operable Unit (BPOU) projects involving design, construction, and operation of four (4) water treatment plants, 34,000 feet of pipelines, and wells totaling approximately 22,000 gpm treatment capacity. Prepared correspondence, responses, and coordination with EPA, DDW, water purveyors and Watermaster for the BPOU. Prepared Preliminary Design Report for the Watermaster’s Plan for the BPOU. Investigated alternatives for disposing of well development water from BPOU. Reviewed water quality issues and soil aquifer treatment for the Recycled Water Project. Provide ongoing management and coordination of water treatment facilities with water companies, Cooperating Respondents (polluters), and EPA. 	

RESUMES

City of Monterey Park, California

- Project Engineer responsible for the design of the Granular Activated Carbon Treatment System at the City of Monterey Park's Delta Plant.

San Gabriel Valley Water Company, Baldwin Park, California

- Involved in design and project coordination of B5 and B6 Treatment Facilities for removal of VOC's, Perchlorate, and NDMA from local groundwater.
- Investigated calcification of treatment system.
- Evaluated liquid-phase granular activated carbon versus air strippers for removal of VOCs.

Valley County Water District, Baldwin Park, California

- Involved in design and project coordination of Arrow/Lante Treatment Facilities for removal of VOC's, Perchlorate, and NDMA from local groundwater.

PIPELINE DESIGN

Glendora Country Club Reservoir and Pipeline

- Involved in design and project coordination for new 660,000 gallon welded steel reservoir, site piping, and storm drains
- Provided engineering support through construction of site improvements. Reviewed submittals and addressed Requests for Information.

City of Chino, California

- Managed and conducted QA/QC reviews of pipeline designs for Mountain Avenue (3,400 feet), Edison Avenue (11,700 feet), Schaefer Avenue (6,000 feet), and Airport Water Main (22,000 feet).
- Prepared Preliminary Design Reports.
- Investigated alternative pipeline alignments.

Los Valles Development Booster Pump Station and Pipeline

- Prepared Preliminary Design Report reviewing hydraulics and establishing design criteria for new 8,600 foot long pipeline and booster pump station to deliver 3,300 gpm to new development.
- Project Engineer responsible for design of booster pump station and 12, 16, and 20-inch diameter pipelines totaling 3,100 feet of pipeline.

Valley County Water District – Baldwin Park Operable Unit Superfund Project

- Responsible for project management for the design of a 30-inch diameter, 20,000 foot long pipeline to convey treated water from treatment plant to neighboring water distribution system.
- Responsible for project management for the design of 3,000 feet of 16 to 24-inch raw water pipeline conveying contaminated groundwater from wells to a water treatment facility.

San Gabriel Valley Water Company – Baldwin Park Operable Unit Superfund Project

- Responsible for project management for the design of two 24 to 30-inch raw water pipelines totaling approximately 6,000 feet long, conveying contaminated groundwater from wells to a water treatment facility.

La Puente Valley County Water District, La Puente, California

- Designed a pipeline interconnection to supply treated groundwater to Suburban Water Systems.
- Coordinated preparation and review of testing protocol for a low pressure ultraviolet treatment process to remove NDMA and 1,4-Dioxane from contaminated groundwater.

Los Angeles County Sheriff's Department – Pitchess Detention Center – Replacement of Corroded Pipes

- Conducted evaluation of extensive pipe corrosion caused by microbiologically influenced corrosion (MIC).
- Prepared Technical Memorandum presenting results of evaluation and alternatives to mitigate corrosion including complete replacement of pipes, slip lining, pipe splitting, and cathodic protection.

Name & Title: Sam Lo, P.E. , Senior Engineer	Project Assignment: Project Engineer
Years of Experience with Firm 19	Years of Experience with Other Firms 1
Education: Degree(s) / Year / Specialization: B.S. Environmental Engineering / 2001 / University of California, Irvine	Registrations / Certifications: P.E. No. 47487, State of Washington, 2010 Environmental Management, UC Irvine, 2002
<p>Experience Record</p> <p>Mr. Lo has experience in water resource engineering including the permitting and design of new wells, groundwater treatment facilities and pipelines, project management, CEQA compliance including preparation of Initial Environmental Studies, SCAQMD permit applications, and preparation of water system master plans, water rights and supply evaluation.</p> <p>WELL & WELLHEAD DESIGN</p> <p><u>California American Water Company – Richardson Well</u></p> <ul style="list-style-type: none"> Project Engineer for permitting and design for a 1,500 gpm municipal production well. Prepared well design and specifications. Procured NPDES and LACDPW permits for well discharges. <p><u>Tract 349 Mutual Water Company – Well No. 2</u></p> <ul style="list-style-type: none"> Project Engineer for permitting and design for a 900 gpm municipal production well. Prepared well design and specifications. Procured NPDES and LACDPW permits for well discharges and AQMD permit for installation of emergency generator. <p><u>California American Water Company – Lemon Well</u></p> <ul style="list-style-type: none"> Project Engineer for permitting and design for a 225 gpm municipal production well. Prepared well design and specifications. Procured NPDES and LACDPW permits for well discharges. <p>TREATMENT PLANT DESIGN</p> <p><u>Valley County Water District, Baldwin Park, California</u></p> <ul style="list-style-type: none"> <i>Valley County Water District's Arrow Lante Treatment Facility Project:</i> The project includes site, structural, mechanical and electrical engineering for the installation of Calgon Carbon Corporation ISEP and Trojan Technologies UV treatment equipment designed to clean contaminated groundwater to California drinking water standards. Assist in design of treatment systems. Create engineering plans using AutoCAD. Assist with preparation of Specifications and Contract Documents. <p><u>City of Monterey Park, California</u></p> <ul style="list-style-type: none"> Design of the Granular Activated Carbon Treatment System at the City of Monterey Park's Delta Plant. <p>PROJECT AND CONSTRUCTION MANAGEMENT – TREATMENT PLANTS AND WELLS</p> <p><u>San Gabriel Valley Water Company, Baldwin Park, California</u></p> <ul style="list-style-type: none"> Managed and supervised the construction of the Single Pass Ion Exchange system for the treatment of Perchlorate. Perform construction management duties including routine field visits to track and document construction progress, process change order requests, and provide clarifications to contractors on design. 	

RESUMES

Sam Lo, Project Engineer

(Continued)

Pala Band of Mission Indians, California

- Managed and supervised the construction of six (6) groundwater extraction wells and two (2) groundwater monitoring wells.

La Puente Valley County Water District, California

- Supervised the construction of groundwater extraction well and coordination with United States Environmental Protection Agency and Los Angeles County Department of Public Works on the disposal of well development water.

PIPELINE DESIGN

San Gabriel Valley Water Company, Baldwin Park, California

- *San Gabriel Valley Water Company's Plant B6 Raw Water Pipeline and Treated Water Pipeline:* Conduct preliminary design research including field verification and utility search. Assist in design of two 24 to 30-inch diameter pipelines totaling approximately 6,000 feet long. Create engineering plans using AutoCAD. Assist with preparation of Specifications and Contract Documents.
- *San Gabriel Valley Water Company's Plant B5 Onsite Treatment Process Pipeline:* Assist in design of pipelines. Create engineering plans using AutoCAD. Assist with preparation of Specifications and Contract Documents.

Los Valles Development, Castaic, California

- *Los Valles Development's Recycled Water Pipeline:* Conduct preliminary design research including field verification and utility search. Assist in design of 16-inch diameter, 8,600 foot long pipeline. Create engineering plans using AutoCAD. Assist with preparation of Specifications and Contract Documents.

Upper San Gabriel Valley Municipal Water District, El Monte, California

- *Upper San Gabriel Valley Municipal Water District's Recycled Water System Retrofits:* Design of onsite recycled water system pipelines. Create engineering plans using AutoCAD. Assist with preparation of Specifications and Contract Documents.

PROJECT AND CONSTRUCTION MANAGEMENT – PIPELINES

Upper San Gabriel Valley Municipal Water District, El Monte, California

- *Upper San Gabriel Valley Municipal Water District's Package 3 & 4 Recycled Water Pipelines:* Perform construction management duties including routine field visits to track and document construction progress, process change order requests, and provide clarifications to contractors on design.

RESUMES

<p>Name & Title: Heather Steele, P.E., Senior Associate</p>	<p>Project Assignment: Project Engineer</p>
<p>Years of Experience with Firm 7</p>	<p>Years of Experience with Other Firms 0</p>
<p>Education: Degree(s) / Year / Specialization: B.S. Civil Engineering / 2010 / California State Polytechnic University, Pomona M.S. Water Resources Engineering / 2013 / University of Stuttgart, Germany</p>	<p>Registrations / Certifications: E.I.T. No. 139551, State of California, July 16, 2010 P.E. No. 87237, State of California, June 1, 2017</p>
<p>Experience Record</p> <p>Ms. Steele has experience in water resource engineering including water supply plans, groundwater basin management, environmental compliance, water rights evaluations, water system master plans, hydrologic studies, water quality studies, and grant writing.</p> <p><u>Indian Wells Valley Groundwater Authority</u></p> <ul style="list-style-type: none"> • Prepared grant funding applications under Proposition 1 • Developed a comprehensive Groundwater Sustainability Plan for Indian Wells Valley Groundwater Basin in compliance with the requirements of the Sustainable Groundwater Management Act. • Prepared Annual Reports. <p><u>City of La Habra</u></p> <ul style="list-style-type: none"> • Prepared alternative Groundwater Sustainability Plan for Sustainable Groundwater Management Act compliance. • Prepared Annual Reports. <p><u>Morongo Band of Mission Indians</u></p> <ul style="list-style-type: none"> • Evaluated water rights under the Practicably Irrigable Acreage standard. <p><u>Upper San Gabriel Valley Municipal Water District</u></p> <ul style="list-style-type: none"> • Prepared Feasibility Study to evaluate recycled water treatment alternatives. • Developed Title 22 Engineering Report for an indirect potable reuse recycled water project. • Developed CEQA Initial Study and NEPA Environmental Assessment for an indirect potable reuse recycled water project. • Prepared Urban Water Management Plans. <p><u>Main San Gabriel Basin Watermaster</u></p> <ul style="list-style-type: none"> • Developed Salt and Nutrient Management Plan including determining basin assimilative capacity and conducting antidegradation analyses. • Developed program-level CEQA environmental compliance document. <p><u>Raymond Basin Watermaster</u></p> <ul style="list-style-type: none"> • Developed Salt and Nutrient Management Plan including determining basin assimilative capacity and conducting antidegradation analyses. • Developed program-level CEQA environmental compliance document. <p><u>City of Glendora</u></p> <ul style="list-style-type: none"> • Prepared comprehensive water system Master Plan. <p><u>Three Valleys Municipal Water District</u></p> <ul style="list-style-type: none"> • Analyzed opportunities and constraints for the use of treated groundwater to reduce imported water demands. 	

**City of Lomita - New Ggroundwater Well Feasibility Study
Stetson Engineers Inc.
Estimated Engineering Fees - Submitted January 17, 2023**



Task	Description	Principal \$249	Proj. Manager \$249	Proj Engineer \$216	Sr Engineer \$173	Assoc Engineer \$129	Clerical \$108	Direct Costs	Total Cost	Task Totals Cost
1	GENERAL PROJECT ADMINISTRATION & MEETING									\$ 7,600
1.1	Project Management	2	10	8			2		\$ 4,900	
1.2	Attend Routine Progress Meeting		4	8					\$ 2,700	
2	DATA RESEARCH & INVESTIGATION									\$ 27,000
2.1	Data Collection and Review			10	4	16	6		\$ 5,600	
2.2	Review West Coast Basin Hydrogeology			30	8	8			\$ 8,900	
2.3	Analysis of Potential Sites in the West Coast Basin	2	4	34	6	10			\$ 11,200	
2.4	Field Reconnaissance			6					\$ 1,300	
3	PRELIMINARY WELL FEASIBILITY REPORT	2	4	30	4	20	10		\$ 12,300	\$ 12,300
4	FINAL WELL FEASIBILITY REPORT		2	6	2	10	2		\$ 3,600	\$ 3,600
Total Scope of Work (Tasks 1-4)		6	24	132	24	64	20	\$ -	\$ 49,200	\$ 50,500

OPTIONAL WORK										
Task 5 - Funding Research*			4			26			\$ 4,400	\$ 4,400
Subtotal of Optional Tasks			4			26			\$ 4,400	\$ 4,400
Sum of Non-Optional and Optional Costs		6	28	132	24	90	20		\$ 53,600	\$ 54,900

Footnote:
*Assumes 30 hours for funding research, as directed in the Request for Proposal.



Standard Billing Rate Schedule Professional Fees

Principal	\$249.00	Per Hour
Special Project Director	\$249.00	Per Hour
Project Manager, Senior	\$216.00	Per Hour
Supervisor I	\$216.00	Per Hour
Supervising Soil Scientist	\$201.00	Per Hour
Supervisor II	\$201.00	Per Hour
Supervisor III	\$195.00	Per Hour
Senior I	\$173.00	Per Hour
Senior II	\$156.00	Per Hour
Senior III	\$141.00	Per Hour
Construction Manager	\$141.00	Per Hour
Construction Manager / Oversight	\$124.00	Per Hour
Senior Construction Inspector	\$124.00	Per Hour
Senior Field Geologist	\$141.00	Per Hour
Senior Associate	\$135.00	Per Hour
Associate I	\$129.00	Per Hour
Associate II	\$121.00	Per Hour
Associate III	\$116.00	Per Hour
Associate Soil Scientist	\$116.00	Per Hour
Senior Assistant	\$108.00	Per Hour
Assistant I	\$103.00	Per Hour
Assistant II	\$98.00	Per Hour
Assistant Soil Scientist	\$98.00	Per Hour
Assistant III	\$93.00	Per Hour
GIS Manager	\$129.00	Per Hour
GIS Specialist I	\$106.00	Per Hour
GIS Specialist II	\$96.00	Per Hour
Technical Illustrator	\$93.00	Per Hour
AutoCAD Technician	\$93.00	Per Hour
Soil Technician	\$81.00	Per Hour
Aide I	\$75.00	Per Hour
Aide II	\$65.00	Per Hour
Aide III	\$60.00	Per Hour
Project Coordinator I	\$141.00	Per Hour
Project Coordinator II	\$103.00	Per Hour
Project Coordinator III	\$93.00	Per Hour
Contract Management	\$108.00	Per Hour
Administrative I	\$75.00	Per Hour
Administrative II	\$70.00	Per Hour
Administrative III	\$65.00	Per Hour

Effective January 1, 2023

Direct Expense Rates

Expense Description	Billing Rate
Mileage	\$/ Mile
Reproduction: Black & White (In-House)	\$0.15 / Page
Reproduction: Color - 8.5" x 11" (In-House)	\$0.89 / Page
Reproduction: Color - 11" x 17" (In-House)	\$1.89 / Page
Plotter Reproduction (In-House)	\$1.50 / Sq. Ft.
Survey Equipment	\$120.00 / Day

Notes:

- 1) * Mileage is billed at the current IRS approved mileage rate and may be subject to change.
- 2) Subcontractor services will be charged at cost plus 10% administration fee.
- 3) All other project reimbursable expenses (i.e. telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.
- 4) Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. SCH 8b**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: February 21, 2023

SUBJECT: Discussion and Review of General Plan Update

RECOMMENDATION

No specific action requested, for discussion and review of the General Plan process.

BACKGROUND

Simply put, the purpose of a General Plan is to guide land use planning decisions. The document expresses the community's development goals and embodies public policy relative to the distribution of future land uses, both public and private. Under State law, subdivisions, capital improvements, development agreements, and many other land use actions must be consistent with the adopted General Plan.

Lomita most recently updated its general plan in 1998 – 25 years ago – and since then, a lot has changed. While Lomita's population has grown by 2.5%, development patterns and the range of housing types have transformed. Downtown Lomita has come to life. The city is diversifying in both population and businesses alike. The COVID-19 pandemic has brought about new practices and uses that have yet to be incorporated into the city's regulations. New projects have replaced former business types that have phased out. New modes of transportation exist and previously considered modes have increased in popularity. Traffic along commercial corridors such as Pacific Coast Highway, Lomita Boulevard, and Western Avenue has grown, also increasing the number of visitors to the city. New land uses have come about but are not specifically provided for within Lomita's existing code. Last, the Legislature has adopted numerous local requirements with which the City has yet to fully comply.

Recognizing the need for an update, City Council included a foundation of funding within its Strategic Plan over the past few years. With a new, permanent Community and Economic Development director, an approved Safety Element, a successfully certified Housing Element, and new State mandates, the time is right for Lomita to release a

Request for Proposal (RFP) for an update its General Plan and zoning ordinance.

ANALYSIS

Lomita’s certified Housing Element projects over 1,000 new housing units across the current planning period which runs through 2029 and the city must thoroughly evaluate the impacts of such growth on the community. A comprehensive update to the General Plan allows for consideration of current and future needs in areas such as land use, housing, transportation, public services, environmental quality, and economic viability. The State established several deadlines by which every jurisdiction shall comply in addition to the requirement to rezone per the Housing Element by October 15, 2024 and the remaining certified Programs.

General Plan Element	Update Status
Safety	Updated & adopted December 2021
Housing	Updated & certified October 2022
Land Use	Update triggered by Housing Element update (rezone required by October 2024)
Circulation	Update required by January 2025 per SB 932
Resource Management (to be renamed Open Space & Conservation)	Update required by January 2026 per SB 1425
Noise	Update triggered by Land Use update
Economic Development	Updated 1998; to be incorporated into other elements
Implementation	Updated 1998; to be incorporated into other elements

The **Land Use Element** reflects the community’s vision, promoting thoughtful, equitable, and accessible distribution of different land uses, including residential, commercial, industrial, agricultural, and open space, and shall align with the other general plan elements. The **Noise Element** contains a set of goals, policies and implementation measures to limit noise exposure, particularly in areas with nearby housing, hospital, school or daycare center uses. The **Circulation Element** is a strategy addressing infrastructure needs for the circulation of people, goods, energy, water, sewage, storm drainage, and communications and must correlate directly with the Land Use Element. The **Open Space and Conservation Element** identifies areas that provide value in an essentially undeveloped condition and creates a plan to preserve such areas. The open space portion reinforces conservation by guiding the comprehensive and long-range preservation of open space lands that are important to the conservation of the city’s natural resources (land, water, ecosystem services, and living resources).

Relation to Housing Element

California Government Code § 65585(i) grants the State Department of Housing and Community Development (HCD) the authority to review any action or failure to act by a local government that it determines is inconsistent with the adopted Housing Element and HCD has subsequently formed the Housing Accountability Unit. The requested scope of work achieves progress in 10 of the 31 adopted Housing Element Programs as required

by HCD as follows.

Program	Description
28	Work with developers & community to explore opportunities to rezone areas ideal with density minimums for increased housing capacity through an update to the General Plan
14	Rezone per certified Housing Element due October 15, 2024
11	Develop design objective standards to help facilitate quality design paired with the increase in density as part of Program 14
30	Consider an inclusionary ordinance to pair with the rezoning of sites based on an economic feasibility analysis
7	Improve development regulations intended to incentivize affordable and mixed-income housing development through regulatory inducements such as incentive zoning paired with objective development standards
29	Amend zoning code to streamline, update, and simplify regulations related to housing, where possible
29	Update regulations in response to State legislative changes
12	Increase permitted density along Lomita Blvd.
12	Provide additional lot consolidation incentives to qualifying sites identified in the Sites Inventory Form
3	Analyze existing mobile home park regulations
12	Allow standalone residential in mixed-use zones
13	Permit large care residential facilities in commercial & mixed-use zones
27	Reduce multifamily parking requirements
27	Reduce parking for religious institutions in exchange for housing development (AB 1851)

RFP Timeline

Staff proposes the following timeline for the RFP process.

Date	Action
February 22, 2023	RFP release
March 15, 2023 at 11:00 a.m.	Pre-Bid Informational Meeting for Interested Consultants via Microsoft Teams
March 16, 2023 by 5:30 p.m.	Addendum posted on City website with responses to questions and any changes to RFP requirements
March 27, 2023 at 9:00 a.m.	Proposals due
March 27-30, 2023	Interviews
April 3, 2023	Selection of consultant
April 18, 2023 at 6:00 p.m.	Contract approval and Notice to Proceed
Completion of project deliverable 2-3 years from Notice to Proceed	Contract Term
Summer 2023	Creation of General Plan Advisory Committee

Project Process

The focus of the Update is to respond to changes in the community and in circumstances that affect the future direction of Lomita. The updates will be based upon the results of a comprehensive visioning process and public engagement program to ensure that all facets of the community participate and are fully represented in shaping Lomita's future. The entire process is expected to take approximately 2-3 years.

The City intends to form a General Plan Advisory Committee (GPAC), appointed by City Council and formed with the assistance of the consultant, and a Technical Advisory Committee (TAC) to be comprised of technical experts from City departments and partner agencies to provide feedback and ensure plan concepts are achievable. The consultant will release a community survey, maintain a webpage dedicated to the project, and ensure information is included in the City's newsletter. The City expects to brand the Update with one simple phrase and logo.

Next, the consultant will produce a "Draft Existing Conditions Background Report" containing a summary of findings, data, assumptions, and a draft outline of the preliminary General Plan and prepare a Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) Analysis of the existing General Plan and zoning ordinance. The Consultant will include GPAC and TAC input to create a "Final Background Report" which will be presented to Planning Commission and City Council.

The GPAC and TAC will review consultant's evaluation of growth alternatives and identified policy options. Planning Commission and City Council will provide direction regarding the "Preferred Alternative". The consultant will draft implementation strategies to include feasible actions the City will undertake to implement each of the goals, policies, and objectives. The GPAC and TAC move through a series of reviews along with community meetings. City Council and Planning Commission will hold public hearings on the Draft Update and, subsequently, the Final General Plan Update. The consultant will assist with zoning code updates as necessitated by the final document.

General Plan Advisory Committee

The ad-hoc GPAC is intended to represent a cross-section of the Lomita community. Generally, a GPAC's role is to provide input, feedback, and recommendations to the selected consultant, City staff, the Planning Commission, and ultimately to the City Council regarding key components and elements of the General Plan throughout its development. The GPAC is a discussion body designed to bring the many facets of the community to the table to help shape the vision for the City's guiding documents. All GPAC meetings will be open to the public. In order to ensure the GPAC is representative of the community at large, staff encourages City Council to consider including individuals from the following non-exhaustive list of groups on the GPAC.

- Parks and Recreation Commission
- Public Safety and Traffic Commission
- Lomita Chamber of Commerce/businesses
- Long-time residents

- Newer residents
- Multiple generations
- Real estate industry
- Development community
- School district
- Fire and/or Police Department

CEQA Compliance

The chosen consultant will also prepare an Administrative Draft, Draft, and Final Environmental Impact Report (EIR), conduct all public reviews in accordance with the California Environmental Quality Act (CEQA) to create thorough and defensible CEQA documentation, and file all required notices. The City is interested in exploring the possibility of a General Plan EIR that will assist in streamlining and exempting future projects from CEQA with the idea that the General Plan EIR can be used for such exemptions when projects are consistent with the General Plan.

OPTIONS

1. No action; staff will release RFP
2. Discuss, and suggest amendments

FISCAL IMPACT

The RFP requests budget details within the proposals, but based on other cities' experience, the cost can be expected to exceed \$1 million for the General Plan Update and related CEQA documentation. If the consultant opts for a comprehensive zoning code update to include rezoning for West Lomita Blvd., this can be expected to cost an additional \$200,000-\$300,000. While patchwork zoning code updates may be less costly, it may also present conflicts that a wholistic review could avoid. The project is expected to occur over a 2- to 3-year period and utilize funding from the General Plan Update Fund of the City's Biennial Budget. This Fund is projected at \$600,000 by June 30, 2023, with additional funding planned for coming fiscal years. In addition, staff is actively seeking further funding opportunities through various state and federal grants and programs.

ATTACHMENTS

1. Draft Request For Proposals

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director



REQUEST FOR PROPOSALS

to

Prepare a General Plan Update, Comprehensive Zoning Code and Map Update, Objective Design and Development Standards, and CEQA Document Preparation

Release Date: February 22, 2023

Deadline for Submission: March 27, 2023 at 9:00 a.m. via email

City of Lomita
Community & Economic Development Department
Attn: Brianna Rindge, AICP, Community & Economic Development Director
24300 Narbonne Ave.
Telephone: (310) 325-7110 x 122
Email: b.rindge@lomitacity.com

REQUEST FOR PROPOSALS

I. OBJECTIVE

The City of Lomita seeks written proposals from qualified consulting firms to update certain elements of the city's General Plan, zoning ordinance and maps, objective design and development standards, and related environmental review in conformance with the California Environmental Quality Act (CEQA). The Proposer's team for this project should be multi-disciplinary and shall include expertise in all appropriate areas of General Plan and zoning ordinance development.

The focus of this project is to respond to changes in the community and in circumstances that affect the future direction of Lomita. The updated General Plan will be based upon the results of a comprehensive visioning process and public engagement program to ensure that all facets of the community participate and are fully represented in shaping Lomita's future.

Responsive proposals will describe the approach, process, and costs to:

- Prepare a comprehensive update to the General Plan;
- Prepare a new comprehensive Zoning Code and Zoning Map including illustrated community design standards and guidelines for single-family and multiple-family residential, commercial, and mixed-use developments;
- Plan and conduct associated public outreach and involvement activities;
- Prepare necessary environmental review and clearances in accordance with CEQA; and
- Optional development of Zoning Handbook, Infill Guidelines Handout and Objective Standards of Development Handout(s).

II. GENERAL INFORMATION

The city of Lomita is known as a friendly, small-town community located at the base of the Palos Verdes Peninsula in Los Angeles County. Lomita is 1.97 square miles (total area is 1,261 acres) with a population of approximately 21,000. The city is located 26 miles south of downtown Los Angeles and bounded by the Torrance to the north and west, Los Angeles to the east, Rolling Hills Estates to the southwest, and Rancho Palos Verdes and unincorporated Los Angeles County area to the south.

Lomita "began" as a residential tract (Lomita Subdivision) in the early 1900s. In 1907, the Lomita Subdivision covered seven square miles. In the 1940s and 1950s, portions of the Lomita Subdivision were annexed by adjacent cities. By 1964, only 1.97 square miles of the Lomita Subdivision remained when the City of Lomita finally incorporated on June 30, 1964. Lomita is a contract city with a Council-Manager form of government. The city council is elected at large to four-year terms. The mayor is selected by the city council for a one-year term. Lomita is considering transitioning to city council districts, with a decision expected in May 2023. Following the district formation process, the city would be divided into five separate districts in 2024.

In 1990, Lomita seceded from the Los Angeles County water district and assumed complete control and operation of a new water district serving the community. The City serves water to approximately 4,300 connections. Of these, the vast majority are residential connections (94%), with the majority of residential connections being single-family residential (3,712 connections).

The city is almost entirely built-out. Existing development within the city is characterized by residential neighborhoods at varying densities, with commercial uses concentrated along Pacific Coast Highway, Lomita Boulevard, Crenshaw Boulevard, Narbonne Avenue, and Western Avenue. Much of the city is comprised of single-family residential homes with many large lots providing in-fill housing opportunities. Narbonne Avenue includes a combination of residential, commercial, and mixed-use of which the northern section is a quaint downtown and civic center area. The commercial corridors are underutilized and offer potential locations for new commercial, mixed-use, and high-density residential in accordance with the goals and objectives of the recently updated Housing Element. With its proximity to employment centers, coupled with its central location and excellent neighborhoods, Lomita is poised to leverage its location for continued housing, job creation, and economic growth that can improve the quality of life for residents. A key issue in planning for and facilitating the level of growth called for in the City’s Housing Element and upcoming General Plan update is utilization of land use, design, and development standards that strategically protect the low-density neighborhoods while supporting more intense development along the commercial corridors.

Table 2-7: Land Use Summary

Land Use Type	Area (acres)	Percentage of Total City Area
Low Density Residential (LDR) ¹	610	60%
Medium Density Residential (MDR)	49	5%
High Density Residential (HDR)	46	4%
Commercial	111	11%
Mixed Use	89	9%
Public/Institutional ²	94	10%
Industrial/Manufacturing	15	1%
TOTAL	1014	100%

Notes:

¹ Includes mobile home parks and parcels labeled as “Residential (Agricultural)” in City-provided shapefile.

² Includes schools, parks, and other open space areas.

III. BACKGROUND

General Plan

Lomita’s General Plan was last comprehensively updated and adopted in 1998 with various amendments since. Of note, in 2005 and 2014, a General Plan Advisory Committee (GPAC) provided recommendations related to economic development, downtown revitalization, and circulation improvements. The current General Plan is comprised of 8 elements.

<i>Lomita General Plan Element</i>	<i>Update Status</i>
Safety	Updated & adopted December 2021
Housing	Updated & certified October 2022
Land Use	Update triggered by Housing Element update (rezone required by October 2024)
Circulation	Update required by January 2025 per SB 932
Resource Management (Open Space & Conservation)	Update required by January 2026 per SB 1425
Noise	Update triggered by Land Use update
Economic Development	Updated 1998; to be incorporated into other elements
Implementation	Updated 1998; to be incorporated into other elements

This General Plan update is envisioned as a major update of the Land Use, Circulation, Open Space, and Noise elements, although minor revisions to the Housing Element and Safety Element may be necessary to provide consistency with the other elements. The Economic Development and Implementation elements are anticipated for incorporation into the other elements to ensure these factors are considered in all aspects of future planning and development. The Consultant is strongly encouraged to recommend an approach or vision for this project that will result in an innovative, user-friendly General Plan document that promotes thoughtful consideration of the future needs of the community and allows adequate flexibility for the changing needs of the Lomita’s residents.

Zoning Code

The City’s current zoning code is decades old and has been modified through various amendments to keep up with changes and new State requirements. The City is considering a complete overhaul of its current Zoning Ordinance and Map to be consistent with the updated General Plan. This would involve a repeal and replacement of the existing code. If not recommended, the City expects draft ordinances in accordance with the final adopted elements. The state of the current zoning code is as follows.

- The code includes antiquated use tables, use classifications, and land use definitions.
- It contains standards that are outdated, difficult to administer, and difficult to find.
- It is not user-friendly and lacks graphics to improve readability.
- The code does not reflect recent changes resulting from legal decisions and changes to state laws (i.e. SB 35, Telecommunications, WELO, etc.)
- The code lacks the ability to address modern development trends and patterns in the city's corridors, mixed-use and overlay areas.

Progress on Housing Element Programs

While the City does not seek further assistance on the recently adopted Housing Element, the Update will include progress on the following Housing Element programs.

- Program 3 – analysis of mobile home park regulations;
- Program 7 – affordable and mixed-income housing incentives paired with objective development standards;
- Program 11 – objective design standards to facilitate increase in density;
- Program 12 – allow standalone residential in Mixed-Use Overlay; additional lot consolidation incentives; increase permitted density along Lomita Blvd.;

- Program 13 – permit large care residential facilities in commercial and mixed-use zones;
- Program 14 – rezone due October 15, 2024;
- Program 27 – reduce multifamily parking requirements; reduce religious institution parking requirements in exchange for housing development consistent with AB 1851;
- Program 28 – coordinate with developers to identify areas idea for density minimum implementation;
- Program 29 – update regulations in response to legislative amendments; streamline and simplify housing regulation; and
- Program 30 – consider an inclusionary ordinance to pair with the rezoning of sites based on an economic feasibility analysis.

Resources

The City recommends review of the following documents when preparing the proposals.

- Existing City of Lomita General Plan: lomitacity.com/general-plan
- Lomita Zoning Code: library.municode.com/ca/lomita/codes/code_of_ordinances
- Downtown Design Guidelines: lomitacity.com/wp-content/uploads/2021/11/Downtown-Design-Manual.pdf
- Bicycle and Pedestrian Master Plan: lomitacity.com/wp-content/uploads/2021/11/Lomita-BPMP_Final2.pdf
- 2022 Water Master Plan: lomitawater.com/conservation
- Urban Water Master Plan: <https://www.lomitawater.com/wp-content/uploads/2021/06/Lomita-FINAL-2020-UWMP-June-2021.pdf>

IV. SCOPE OF WORK

The Consultant will develop a final work program in conjunction with City staff. The scope of work for the update to the City’s General Plan, Zoning Ordinance and Map, and objective design and development standards should include the following.

1. Project and Community Outreach

- a. The City intends to form a General Plan Advisory Committee (GPAC), appointed by City Council and formed with the assistance of the Consultant, consisting of members from the Parks and Recreation Commission, Public Safety and Traffic Commission, Lomita Chamber of Commerce and at-large community members.
- b. A Technical Advisory Committee (TAC) will be comprised of technical experts from City departments and partner agencies to provide feedback and ensure plan concepts can be achieved.
- c. The Consultant(s) will lead a community survey to understand the community’s wants, needs, and concerns.
- d. A website will be created within the City’s existing website or separately for the General Plan and Zoning Code Update, so residents and community members can follow along with the project timeline as well as important dates, documents and events.
- e. The Consultant(s) will provide language to be included within the City’s newsletter regarding project updates.
- f. The entire project will be branded with one simple phrase and logo.
- g. Consultant(s) will be expected to attend any public hearings or community workshops (projected 8 public hearings, 4 community workshops, and 8 GPAC meetings).

2. Existing Conditions Report

- a. Consultant(s) will produce an “Administrative Draft Existing Conditions Background Report” containing a summary of findings, data, assumptions, and a draft outline of the preliminary General Plan.
- b. Based on the Draft Existing Conditions Report, prepare a Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) Analysis of the existing General Plan and zoning ordinance. City staff will detail the experience working with the existing General Plan and zoning ordinance and prioritize a list of major policy issues.
- c. The Consultant(s) and Planning staff will facilitate TAC and GPAC review of the draft report.
- d. Based on TAC and GPAC comments, the Consultant(s) will revise and update the document to create the Final Background Report.
- e. The Final Report will be presented to both the Planning Commission and City Council at a joint study session.

3. Evaluating Alternatives

- a. Land Use Alternatives and Policy Option Topic - The Consultant(s) and staff will develop an existing trends scenario and alternative Land Use concepts. The Consultant(s) will prepare at least one land use alternative concept that focuses on future growth and development to the existing undeveloped and/or underutilized areas within the city. In addition to land use concepts, the Consultants and staff will identify policy option topics to address key programmatic issues and opportunities. The Consultants and staff will review existing land use designations and develop a set of updated land use designations on which to base the land use alternative concepts. The land use designations will include allowed uses and standards of population density and building intensity as well as guidelines for urban form. The designations will be illustrated with graphics and images to show the intended development outcome. The Consultants will provide technical analysis to estimate a balanced land supply for the different components of market demand through the planning horizon year.
- b. Evaluate Growth Alternatives and Identify Policy Options - Using the Alternatives Concepts, the Consultant and staff will develop population and employment projections based on buildout of each alternative. The Consultant will evaluate the land use alternatives in terms of impacts on an identified set of topics, such as existing/programmed public facilities or networks, the natural environment, the economy, greenhouse gas emission reduction, and City finances. The Consultant will address the fiscal implications of each alternative in five-year increments within the 20-year planning horizon. The Consultants and staff will develop policy options to address identified key assets, issues, and opportunities.
- c. The Consultant(s) and Planning staff will facilitate TAC and GPAC review of the draft alternatives report.
- d. Based on direction from the Planning Commission and the City Council, the Consultants and staff will prepare a Preferred Alternative land use diagram and description, as well as a set of preferred policy options to address identified assets, issues, and opportunities.

4. **Administrative Draft General Plan**
 - a. Consultant(s) to prepare comprehensive implementation strategy that includes specific, feasible actions the City will undertake to implement each of the goals, policies, and objectives.
 - b. An administrative draft shall be prepared for review by City staff and the TAC. Comments received shall be incorporated into the public review draft.

5. **Draft General Plan Update**
 - a. The consultant shall conduct GPAC and community meetings, and other methods of outreach, following preparation and release of the draft to present the plan and to receive public comment and input.
 - b. Public Review Draft- 6 hard copies plus electronic copy in Word and PDF format.
 - c. Planning Commission and City Council public hearing(s) on Draft (attendance/facilitation and meeting materials, including staff report, as necessary).
 - d. At the discretion of the City, joint meetings of the City Council and Planning Commission may be convened and shall constitute as one meeting.

6. **Final General Plan Update**
 - a. Consultant shall make any final revisions to the General Plan based on changes adopted by the City Council. Consultant shall coordinate printing of the adopted General Plan as may be necessary.
 - b. Adopted General Plan- 10 hard copies plus electronic copy in Word and PDF format; graphics/maps in GIS shapefiles.

7. **Zoning Code and Map Update** - The Update will require amendments to conform to the recently adopted Housing Element and policy direction from the General Plan update, including but not limited to the following.
 - a. Rezoning due October 15, 2024 per State mandate
 - b. Use regulations identifying permitted and conditionally permitted uses consistent with the policies applicable to the General Plan land use designations
 - c. Minimum and maximum development intensities consistent with the General Plan land use policies
 - d. Updates for residential development standards including mobile home park regulation, affordable and mixed-income housing incentives, allowance of standalone residential within mixed-use areas, additional lot consolidation incentives, increased permitted density along Lomita Blvd., allowance of large care residential facilities in commercial and mixed-use zones, reduced multifamily parking requirements, reduced religious institution parking requirements in exchange for housing development consistent with AB 1851, coordination with developers for identification of areas for density minimum implementation, streamlined and simplified housing regulation, updated regulations in response to legislative amendments, and consideration of an inclusionary housing ordinance paired with the rezoning determined through an economic feasibility analysis
 - e. Establishment of new base districts and/or overlay districts as appropriate
 - f. Objective Design and Development Standards - The City is interested in creating a thorough set of design guidelines to govern the development of various uses including single-family residential, multiple-family residential, commercial, and mixed-use. The City expects this project to provide standards that will be consistent with the requirements for objective standards in compliance with Senate Bill (SB) 35 (Government Code Section

65913.4) and the Housing Accountability Act, as amended in 2019 by SB 330. Prepare illustrated community design standards and guidelines for single-family and multiple-family residential, commercial, and mixed-use developments. Standards will reflect the variety of building types and architectural styles appropriate in the city and address topics such as, but not limited to:

- i. site planning
- ii. building massing and elements
- iii. building frontages
- iv. entrances
- v. building materials
- vi. landscaping
- vii. site lighting, footcandle standards
- viii. open space
- ix. Electric Vehicle Charging Stations per AB 1236 and AB 970

8. Environmental Analysis

- a. The Consultant shall prepare an Administrative Draft, Draft, and Final Environmental Impact Report (EIR) and conduct all public reviews in accordance with CEQA to create thorough and defensible CEQA documentation. In proposals, consultants should indicate whether use of a Program EIR or other form of EIR should be considered. The City is interested in exploring the possibility of a General Plan EIR that will assist in streamlining and exempting future projects from CEQA with the idea that the General Plan EIR can be used for such exemptions when projects are consistent with the General Plan.
- b. The Consultant shall be responsible for any and all procedural steps, including (but not limited to), the preparation of public notices, AB 52 & SB 18 Consultation, Notifications, Resolutions, Ordinances, Initial Study, Notice of Preparation, Notice of Completion, Notice of Determination, Filing Notices with County Offices, Filing Notices with the State Clearinghouse, providing notices to local and state agencies as needed, Statement of Overriding Considerations (if necessary), Facts and Findings and Responses to Comments. The Consultant shall also be responsible for scheduling and conducting scoping meetings. The scoping meeting shall include either meeting individually with or soliciting comments from all responsible, affected and trustee agencies in order to identify and discuss issues, actions, alternatives, potential and significant environmental effects and potential mitigation measures.
- c. The Consultant will prepare technical support reports, appendices, including but not limited to traffic modeling, geotechnical, biological, air quality, noise, greenhouse gas emission reductions, and archeological reports. The City shall review and approve all documents prior to distribution by the Consultant. Policy and implementation programs shall be assessed for their impacts and mitigation measures shall be identified. The EIR shall reference pertinent analysis of the General Plan sufficient to allow for enactment of future development in the city. Cumulative and growth inducing impacts shall also be included in specific sections of the document; the EIR shall consider full “build-out” of the General Plan. A technical appendix clearly identifying all supporting documents shall be part of the EIR.
- d. A Mitigation Measures and Monitoring Program shall be prepared pursuant to CEQA. This document shall be a separately bound document from the EIR. The Consultant shall develop recommended implementation measures appropriate for each element and also identify the appropriate party responsible for implementation, monitoring, capital costs and

confirmation of implementation. Recommendations shall be developed for a mitigation monitoring system designed to ensure accomplishment of the General Plan goals.

9. The **Administrative Record** in both hard copy and digital formats
10. **GIS shapefiles** (.shp) shall be provided to the City within 45 days of completion of the project.
11. Prepare optional development of **Objective Standards Development Handout**. In the project budget, the cost of the item should be listed separately and independently. Please provide a separate estimate/proposal. If elected, the Consultant will prepare a handout that specifically outlines and depicts the objective standards. The document shall clearly identify when and how standards may be used.

The City expects the following throughout the process.

- Utilize the City's limited resources efficiently.
- Produce a simpler, cohesive, and more user-friendly Zoning Ordinance and Map.
- Create development and land use standards that are reflective of current trends and nomenclature broad enough to allow for future changes, including the new mixed use land use designations established by the existing and upcoming General Plan.
- Include graphics where helpful.
- Create a transparent, predictable, and consistent development review process.
- Promote high quality design.
- Integrate sustainable communities policies throughout and provide a path to improving outcomes on a range of environmental, economic, and social measures. This would be accomplished by analyzing the sustainability of community infrastructure systems and identifying potential sustainable infrastructure projects and improvements that touch on multiple elements of the Plan such as recreation, conservation, health, and economy, as well as sustainability.
- Respond to community concerns and ensure proper public engagement.
- Create flexibility and relief for development standards.
- Standardize, streamline, and simplify development review.
- Promote economic development, business retention, and expansion and optimize the mix, amount, types, and location of land uses with the goal of achieving the highest possible quality of life and best future fiscal and economic health for the city.
- Coordinate to the greatest extent possible with the recently completed Housing Element and Safety Element.
- Respect and maintain to the greatest extent possible Lomita's current attitude to government regulation and process in the development.

V. BUDGET

Consulting firms should include a detailed project budget for the scope of services. The budget shall include itemized person-hours, rates, and costs for all required work tasks. Subject to negotiation of a final agreement, it is anticipated that payments will be tied to task completion increments or other milestones. The City projects a total budget of around \$1-1.5 million.

VI. TENTATIVE SCHEDULE

<i>Date</i>	<i>Action</i>
February 22, 2023	RFP release
March 15, 2023 at 11:00 a.m.	Pre-Bid Informational Meeting for Interested Consultants via Microsoft Teams
March 16, 2023 by 5:30 p.m.	Addendum posted on City website with responses to questions and any changes to RFP requirements
March 27, 2023 at 9:00 a.m.	Proposals due
March 27-30, 2023	Interviews
April 3, 2023	Selection of consultant
April 18, 2023 at 6:00 p.m.	Contract approval and Notice to Proceed
2-3 years from Notice to Proceed	Contract term; Completion of project deliverable

VII. Proposal Requirements

Response to this RFP must include all of the following.

1. A statement about the firm that describes its experience as well as the competencies and resumes of the Principal and all professionals who will be involved in the work. This statement should describe the firm's level of expertise in the following areas:
 - Experience in preparation of General Plans, Zoning Codes, Objective Design Standards, and other similar documents.
 - Ability to analyze and present information in an organized format.
 - Familiarity with public input processes and experience in handling presentation and dissemination of public information for review/comment.
 - Ability to thoroughly analyze hazards and develop related policies, goals, and implementation measures.
 - Graphic skills.
2. A list of similar projects completed by the firm with references for each such project, including the contact name, address, and telephone number.
3. Statement regarding the anticipated approach for this project and a scope of work outlining and describing main tasks and work products.
4. Identification of any information, materials, and/or work assistance required from the City for this project.
5. Detailed project schedule, including the projected timing of each work task.
6. Information about the availability of all professional staff who will be involved with the project.
7. If the proposal involves a joint venture or subcontractors, identification of the firm(s) and describe related experience working on a multi-firm team.

8. The anticipated project cost, including:
 - A not-to-exceed total budget amount.
 - The cost for each major sub-task identified in the scope of work.
 - The hourly rates for each person who will be involved in the work.

VIII. Evaluation Criteria & Selection Process

Firms will be selected for further consideration and follow-up interviews based on the following criteria.

- Relevant work experience
- Completeness of the proposal
- Overall project approach
- Qualifications of key project team members
- Proposed project cost

Following the selection of the most qualified firm, a final professional services agreement including budget, schedule and final Scope of Services will be negotiated before execution of the agreement.

The City shall attempt to negotiate an agreement to perform the work with the proposer considered to be the most qualified. Should the City be unable to negotiate a satisfactory agreement with the proposer to be most qualified, at a price the City determines to be fair and reasonable, negotiations with that proposer will be formally terminated. The City shall then undertake negotiations with the next qualified proposers individually until an agreement is reached.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit City employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest.

The City of Lomita reserves the right to reject any or all proposals, to modify the RFP, or to cancel the RFP.

IX. QUESTIONS

Questions about the proposal may be directed to Brianna Rindge, AICP, Community and Economic Development Director at (310) 325-7110, Ext. 122 or b.rindge@lomitacity.com (email is preferable). All questions regarding this RFP must be received by **Wednesday, March 15, 2023 at 12:00 p.m.** Responses to questions and/or changes to the requirements of this RFP will be by addendum posted on the City's [website](#) by **Thursday, March 16, 2023 by 5:30 p.m.** No addendum will be issued after this date. The consultant is responsible for checking the [City website](#) for any addenda prior to submitting a proposal.

X. Submission Requirements

One electronic copy in PDF format of the proposal must be received no later than **9:00 a.m. on March 27, 2023**. Hard copies are not required. Proposals should be submitted via email to:

Briana Rindge, Community and Economic Development Director
b.rindge@lomitacity.com

Other Requirements:

- The proposal shall be signed by an authorized official of the responding firm.
- The proposal shall be valid for a minimum of 90 days.
- The City reserves the right to reject any and all proposals.
- The terms and scope of the contract will be finalized through professional negotiations between the City and the Consultant. If the City and the Consultant fail to reach a contractual agreement, the City may renegotiate with any other top selected Consultant.

XI. Limitations

- All reports and pertinent data or materials shall become the sole property of the City and may not be reproduced without the explicit written permission of the City.
- No compilation, tabulation, syntheses, or analysis of data, nor definition, opinions, etc., should be anticipated by the proposer from the City, unless volunteered by a responsible official in that agency. Good business practice, such as formal letters of request, and making of appointments, should be followed.
- The Request for Proposals does not commit the City to award a contract, to pay any costs incurred in preparation of the proposal, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the City to do so. The City may require the proposer selected to participate in negotiations, and to submit such price, technical, or other revisions of their proposals as may result from such negotiations.

Exhibits

- A. City Professional Services Agreement Template



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND _____**

This AGREEMENT for _____ is entered into this _____ by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and _____ ("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 _____.
- 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 \$_____, 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 _____. 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 on _____, unless earlier termination occurs under Section 11 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 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.
11. **Laws and Regulations; Employee/Labor Certification.** CONSULTANT 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. CONSULTANT 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.
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.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, 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 it is 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 11 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>ATTN: City Manager</u>	 <u>ATTN:</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.

24. SOLICITATION. CONSULTANT 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 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 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.
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 _____

CONSULTANT Initials _____

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

CITY OF LOMITA

CONSULTANT

Ryan Smoot, City Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. SCH 8c**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: February 21, 2023

SUBJECT: Discussion and Consideration of the Number of Planning Commissioners and Potential Consideration of an Appointment to a Vacant Seat on the Planning Commission

RECOMMENDATION

Discuss and consider the current number of Planning Commissioners as established by the Municipal Code; and should the Council desire to maintain the current seven-member format of the Commission, take nominations for and consider appointment to one vacant seat on the Planning Commission with a term ending June 30, 2023.

DISCUSSION

Lomita Municipal Code Section 2-9.02 establishes that the Planning Commission consists of seven members, however, it is the only board in the city with seven members instead of five members. City Council may direct staff to align the Planning Commission with City Council and the other appointed boards. This process would consist of an ordinance brought before City Council for adoption to amend Section 2-9.02 at the next City Council meeting of March 7, 2023, and phasing out of one existing member upon their wish to conclude their time on the Planning Commission or a reevaluation upon the June 2023 reappointment of two expiring positions.

At the conclusion of the November 14, 2022, Planning Commission meeting, Commissioner Jim Thompson submitted his resignation. City Clerk staff posted a notice of Planning Commission vacancy on December 6, 2022, and accepted applications through January 31, 2023. City Council interviewed the following applicants at a special meeting on February 8, 2023, starting at 4:30 p.m. During each interview, City Council also gauged interest in participation on the General Plan Advisory Committee, a multi-year process slated to begin this summer.

John Ballard
A K Mahida
Jay Mattingly
Henry Sanchez Jr.

Morgan Carroll
Jessiqa Pace
Andrew Culley
Brian Bodnar

OPTIONS

1. Direct staff to return with an ordinance decreasing the number of Planning Commissioners from seven to five to align with the City's other elected/appointed boards.
2. Take nominations and make appointment.
3. Postpone appointment until further notice.
4. Provide staff alternative direction.

FISCAL IMPACT

None.

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. SCH 8d**

FROM: Ryan Smoot, City Manager

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

MEETING DATE: February 21, 2023

SUBJECT: Discussion of Anti-Gang/Drug-Free Walk

RECOMMENDATION

1) Continue with the Anti-Gang and Drug-Free Event with minor amendments to the judging process for 2023; and 2) Establish working group to propose any desired adjustments for 2024; and 3) Direct staff to explore the possibility of providing transportation to and from the event.

BACKGROUND

The City has hosted the "Follow Me, I'm Gang & Drug Free" Walk for over 20 years in coordination with local schools from Los Angeles Unified School District that serve Lomita.

As background, in March 1989 a PTA representative requested a program for schools for anti-gang and anti-drug awareness, and the Lomita Mayor requested a study and report. In April 1989, the City Council approved a program for elementary school education activity related to drug use prevention, which included extensive input by law enforcement.

In 1991, the Anti-Gang/Drug-Free event began and in October 2000, the Safety Commission and Gang and Graffiti Committee responsibilities were moved into the Public Safety and Traffic Commission (PS&TC).

In its current form, the event generally includes an L.A. County Sheriff Department escort for students to walk from their respective schools to Lomita Park where they hear speakers encouraging them to remain drug-free and to avoid interaction and participation in gangs. The students are provided lunch at the park with a visit from the police helicopter and K9 unit.

In October 2022, the PS&TC formed a subcommittee to consider improvements to the event and at the February 7, 2023, the City Council requested input/recommendation from the PS&TC regarding any changes to the Anti-Gang/Drug-Free Walk.

The PS&TC discussed, in conjunction with Sheriff Department representatives, several options to improve logistics including buses or a unique and fun form of transportation such as the Red Car trolley. Alternatively, individual events could be held at each school; however, the helicopter and K9 unit may not be able to participate at all schools. In addition, scheduling separate events at each school may be challenging for Commissioners and Council Members participation and City Staff coordination.

After its discussion, the Commission recommended that speakers and lunch (if at lunchtime) be continued. They also recommended, at the request of the Sheriff's Department representatives, that the City explore the possibility of providing transportation to and from the event in lieu of walking from each campus.

The Commissioners discussed the Anti-Gang and Drug-Free themes and did not recommend changes to these for the 2023 event. The Commission would like to refine their criteria for judging posters and recommended staff provide further information and categories when transmitting the contest details to the schools.


FISCAL IMPACT

Not applicable

OPTIONS:

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

Reviewed by:




Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director/City Engineer



CITY OF LOMITA CITY COUNCIL REPORT

Item No. SCH 8e

TO: Mayor and City Council

FROM: Ryan Smoot, City Manager

PREPARED BY: Lina Hernandez, Senior Management Analyst

MEETING DATE: February 21, 2023

SUBJECT: Discussion and Consideration of a Los Angeles County Sheriff Department (LASD) Proposal for 2023 Illegal Fireworks Suppression Enforcement

RECOMMENDATION

Discuss and approve the Los Angeles County Sheriff's Department's (LASD) Proposal for 2023 Fireworks Suppression Enforcement.

BACKGROUND

In 2021, the City Council adopted Resolution 2021-14 (attached to this report) establishing increased fines for violation of the city's regulations regarding firework use. The use of fireworks of any kind (including those considered safe and sane by the State Fire Marshall), had been illegal in the City of Lomita for many years.

Like recent years, the LASD has provided an estimated cost proposal for a targeted fireworks enforcement program (attached to this report) utilizing dedicated LASD personnel on an overtime basis at hourly rates to perform enforcement. The program is intended to enhance the city's public safety and enforcement efforts as well as increase the visibility of our LASD resources around the Fourth of July holiday to deter potential violators.

DISCUSSION

Enforcement of the City's regulations is particularly challenging and time consuming, which ultimately drives added expenses and resources. In recent years, costs associated with these enforcement efforts have increased significantly, with minimal citations being issued, and complaints and concerns remaining consistent, if not increasing.

For 2023 the LASD has proposed a three-week enforcement period,- June 18 through July 8 using two dedicated deputies on six hours shifts for an amount not to exceed \$26,384.40 with the option to use a plain-clothes undercover spotter to locate and identify violators.

Lomita Code Enforcement staff and the Los Angeles County Fire Department are also devoting additional hours to proactively address dead and dry vegetation citywide that could pose a potential fire threat prior to and during this period.

While the City's enforcement efforts have produced some citations in recent years, the costs of the increased enforcement efforts have continually exceeded the revenue received as a result of those citations. Some agencies have established programs to offset funding for the enforcement of unapproved and illegal fireworks by allowing for the regulation, sale and use of State approved Safe and Sane Fireworks within their communities during specific timeframes and under strict conditions. These programs have allowed those agencies to expand their traditional enforcement efforts and focus their resources on those violations that present the greatest risk and nuisance. They also have allowed community groups and other organizations to raise funds to support their work in those communities. Should the City Council desire to discuss or explore this path (or any other alternatives) to help to fund additional enforcement efforts, City staff would need direction to place an item for discussion on a future agenda.

OPTIONS

1. Authorize the City Manager to proceed with LASD's proposal.
2. Provide staff further direction.

FISCAL IMPACT

The costs of the 2023 enforcement program as currently proposed by the LASD are based on hourly rates for LASD personnel and the total costs for the program are anticipated not to exceed \$26,384.40. Citation fines recovered by the city could offset some of the operation's cost, but based on previous years, are insufficient to fully recover costs. Remaining costs over and above revenues will continue to be paid from the General Fund.

ATTACHMENTS

1. LASD's 2023 Firework Suppression Proposal
2. Resolution 2021-14

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Lina Hernandez

Lina Hernandez
Senior Management Analyst

City of Lomita

Firework Suppression 2023

June 18-July 8, 2023

COST ESTIMATE

Deputy Sheriff rate per hour is \$104.70
6 Hour Shift x \$104.70 = \$628.20
2 Deputies/6 Hours = \$1256.40
2 Deputies/6 Hours/Week = \$8794.80
2 Deputies/6 Hours/June 18-July 8, 2023 = **\$26,384.40**

This is only an estimate of expenses, based on an average of Deputies salaries. The actual cost may vary, based on the rank of the Deputies working these events. Above is the higher rate being used for this document and preplanning. Sergeant Tina McCoy may be contacted at (310) 891-3227.

RESOLUTION NO. 2021-14**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING THE CITY'S FINE SCHEDULE FOR ADMINISTRATIVE CITATIONS TO INCREASE THE FINE AMOUNT FOR VIOLATIONS OF SECTIONS 4-16.01 AND 4-16.02 OF THE LOMITA MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA RESOLVES, DECLARES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. Findings.

1. The City Council of the City of Lomita adopted Resolution No. 2014-26 which included a Fine Schedule for Administrative Citations pursuant to Lomita Municipal Code Title 1, Chapter 5.

2. Chapter 4-16 of the City Municipal Code, among other things, prohibits any person from manufacturing, selling, storing, displaying discharging, exploding, firing off or setting off any firework within the City. Violations of this chapter are, among other penalty provisions, subject to administrative citations in the amounts articulated in the City's Fine Scheduled for Administrative Citations.

3. In recent years the City has seen an increase in the use of illegal fireworks in the City leading up to and including July 4th. The increase in recent years has been particularly pronounced and the City's current administrative fine amount has failed to curtail the use of fireworks in the City.

4. Fireworks activity is particularly dangerous both due to the potential danger of physical harm to individuals, as well as the fire danger posed and nuisance impacts. Due to the nature of this activity and its concentration in time, more significant fines are needed to deter this dangerous activity.

SECTION 2. The City's Fine Schedule for Administrative Citations is hereby amended to increase the fine amounts for violations of Sections 4-16.01 and 4-16.02 of the Lomita Municipal Code as stated in the attached **Exhibit "A"** to this Resolution.

SECTION 3. This Resolution and the amended Fine Schedule for Administrative Citations is effective immediately upon adoption.

SECTION 4. To the extent any provision of this Resolution is incompatible with or at variance with any prior adopted resolution, the provisions of this Resolution take precedence, and all previous resolution will be interpreted to harmonize with and not the provisions of this Resolution.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 1st day of June 2021.



Mark A. Waronek, Mayor

ATTEST:



Kathleen Horn Gregory, CMC, City Clerk



APPROVED AS TO FORM:



Trevor Rusin, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF LOMITA)

I, **Kathleen Horn Gregory**, City Clerk of the City of Lomita, California, do hereby certify that the foregoing Resolution No. 2021-14 was duly passed, approved, and adopted by the City Council of the City of Lomita at its regular meeting held on June 1, 2021, by the following vote, to wit:


AYES: Council Members: Gazeley, Uphoff, Waite, and Mayor Pro Tem Segawa and Mayor Waronek

NOES: None

ABSENT: None

RECUSE: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Lomita, California this 1st day of June 2021.



**Kathleen Horn Gregory, CMC, City Clerk
City of Lomita, California**

EXHIBIT A

FINE SCHEDULE FOR ADMINISTRATIVE CITATIONS ORDINANCE

Except as otherwise provided herein, violations of the Lomita Municipal Code are subject to an administrative fine in the following amounts:

1. A fine not exceeding one hundred dollars (\$100.00) for the first violation.
2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same provision within one year.
3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same provision within one year of the first violation.

Violations of Lomita Municipal Code, Sections 4-16.01 and 4-16.02 are subject to an administrative fine in the following amount:

1. A fine not exceeding one thousand dollars (\$1,000.00) for any violation.

Pursuant to Government Code section 53069.4, violations of any of the provisions of Title X of the Lomita Municipal Code are subject to an administrative fine in the following amounts:

1. A fine not exceeding one hundred dollars (\$100.00) for the first violation.
2. A fine not exceeding five hundred dollars (\$500.00) for a second violation of the same provision within one year.
3. A fine not exceeding one thousand dollars (\$1000.00) for each additional violation of the same provision within one year of the first violation.