

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. 2023-15
Next Ordinance No. 855

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, JUNE 20, 2023
6:00 P.M.**

THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBERS. PARTICIPATION BY MEMBERS OF THE PUBLIC IS ONLY GUARANTEED VIA IN-PERSON ATTENDANCE.

AS A COURTESY, THE CITY WILL ATTEMPT TO ALSO ALLOW PUBLIC PARTICIPATION DURING THE MEETING VIA A COMPUTER OR SMART DEVICE USING THE FOLLOWING ZOOM LINK:

<https://us02web.zoom.us/j/83306576837>

Telephone Option: (669)-900-6833 Meeting ID: 833 0657 6837

Please note that the City cannot, and does not, guarantee that the above Zoom link or dial in feature will work, that any individual commenter's computer or smart device will operate without issue, or that the City's hosting of the Zoom will work without issue. Members of the public acknowledge this and are on notice that public participation is only guaranteed via attendance in Council Chambers and that the Zoom option is provided as a courtesy only. Technological issues or failure of the Zoom link to be operational for any reason will not result in any pause, recess, or cancellation of the meeting.

If you wish to provide public comment during oral communications or for a particular agenda item, you may either contact the City Clerk's Office before the meeting, at 310-325-7110 ext. 141, complete a speaker card and give it to the City Clerk or if participating via Zoom utilize the "raise hand" function to join the queue to speak when the Mayor calls the item for discussion. Your name and city of residency is requested, but not required.

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
- e. Closed Session Report – City Attorney Rusin

2. APPROVAL OF AGENDA

3. PRESENTATIONS

- **CERTIFICATES OF RECOGNITION PRESENTED TO THE DRUG FREE/GANG FREE WALK POSTER CONTEST WINNERS**
- **CERTIFICATES OF RECOGNITION PRESENTED TO THE DRUG FREE/GANG FREE WALK SPONSORS**
- **CERTIFICATES OF RECOGNITION PRESENTED TO RETIRING TEACHERS**

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 (3) 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-m be approved.

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

RECOMMENDED ACTION: Approve motion.

- b. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- c. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

- f. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- h. April 2023 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- i. Second reading and adoption of Ordinance No. 854 for Zoning Text Amendment No. 2023-06, Amending Lomita Municipal Code Title XI (Planning and Zoning) Modifying Accessory Dwelling Unit (ADU) Regulations, and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDED ACTION: Adopt ordinance.

ORDINANCE NO. 854 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY’S REGULATIONS FOR ACCESSORY DWELLING UNITS TO COMPLY WITH STATE LEGISLATION AND REESTABLISH CITY STANDARDS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- j. Consideration of Purchase of Emergency Standby Generator at Appian Way Project

RECOMMENDED ACTION: 1) Authorize staff to release the bid package for the Emergency Standby Generator at Appian Way project; 2) Approve the purchase of a standby generator and load bank in the amount of \$219,476.40; 3) Authorize the rental of

a generator for up to \$47,537.79; 4) Reappropriate \$57,970 from 520-840-5820.134 from FY 22-23 to FY 23-24; 5) Appropriate \$348,414.19 to 520-840-5820.134 for FY 23-24; 6) Find this project Categorically exempt from CEQA; and 7) Authorize the City Manager to execute the Purchase Orders for Standby Generator, Rental Generator and Load Bank

- k. Consideration of a Lease Agreement with the Roman Catholic Archdiocese of Los Angeles for 150 Acre-Foot of Unused FY 2022-2023 Groundwater Pumping Rights

RECOMMENDED ACTION: Approve a lease agreement with the Roman Catholic Archdiocese of Los Angeles for 150 acre-feet of unused FY 2022-2023 groundwater pumping rights at a price of \$100.00 per acre-foot for a total of \$15,000; and authorize the City Manager to execute the agreement.

- l. Consideration of an Amendment to the Professional Services Agreement with Westfield Electric, Inc. to Provide As-Needed Electrical Services

RECOMMENDED ACTION: Authorize the City Manager to execute an amendment to the agreement with Westfield Electric, Inc. to provide professional as-needed electrical services.

- m. Consideration of Budget Amendment for the Los Angeles County Sheriff's Department Annual Contract

RECOMMENDED ACTION: Authorize the City Manager to execute the Fiscal Year 2023-2024 Form 575 for the Los Angeles County Sheriff's Department and amend the Fiscal Year 2023-2024 Budget for an additional \$165,000 for a total of \$4,504,560.

8. SCHEDULED ITEMS

- a. **UPDATE AND DISCUSSION OF THE CYPRESS WATER PRODUCTION FACILITY**

Presented by Carla Dillon, Public Works Director

RECOMMENDED ACTION: Information only.

9. PUBLIC HEARINGS

None scheduled.

10. ADJOURNMENT

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection via the City's website and copies are available for public inspection beginning the next regular business day in the City Clerk's Office, 24300 Narbonne Avenue, Lomita.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, please contact the office of the City Clerk at (310) 325-7110. Notification at least forty-eight (48) hours prior to the meeting will enable the City to make reasonable arrangements.

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 http://www.lomita.com/cityhall/city_agendas/.

Date Posted: June 16, 2023

A handwritten signature in blue ink, appearing to read 'L. Abbott', with a long horizontal flourish extending to the right.

Linda E. Abbott, CMC, Deputy City Clerk


TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: June 20, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

June 20, 2023	TOTAL WARRANTS ISSUED:	\$723,133.93
	Wires Transfers:	10885-10894
	Prepay:	530774-530778
	Check Numbers:	530779-530865

Total Pages of Register: 16

June 2, 2023	TOTAL PAYROLL ISSUED:	\$120,330.59
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 16 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 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7228 - #1 All Safe & Secure					
530779	06/20/2023	#1 All Safe & Secure	05-2023	Pre-Employee Live Scan	60.00
				Vendor 7228 - #1 All Safe & Secure Total:	60.00
Vendor: 7353 - ACE Whatever It Takes					
530780	06/20/2023	ACE Whatever It Takes	5898	Rotary Access Kit 180 Pieces	44.09
530780	06/20/2023	ACE Whatever It Takes	5903	Graffiti All Purpose Remover ...	13.21
530780	06/20/2023	ACE Whatever It Takes	5903	High Performance Impact Glo...	25.35
530780	06/20/2023	ACE Whatever It Takes	5903	Steel Rake Wood Handle	22.04
530780	06/20/2023	ACE Whatever It Takes	5904	5/16" X 3" Zinc-Plated Steel C...	48.50
530780	06/20/2023	ACE Whatever It Takes	5904	5/16" Zinc-Plated Steel USS H...	5.83
530780	06/20/2023	ACE Whatever It Takes	5910	LED Bulb Daylight 100 Watt 6-...	35.27
530780	06/20/2023	ACE Whatever It Takes	5915	Gloves Leather	57.31
530780	06/20/2023	ACE Whatever It Takes	5915	Impact Glove	25.34
530780	06/20/2023	ACE Whatever It Takes	5916	5/8" D X 4" L Zinc-Plated Iron ...	22.01
530780	06/20/2023	ACE Whatever It Takes	5916	Cable Tie 14" 100-Pk	33.05
530780	06/20/2023	ACE Whatever It Takes	5916	Cable Tie 36"	9.91
530780	06/20/2023	ACE Whatever It Takes	5916	Cable Tie 11" 100-Pk	15.42
				Vendor 7353 - ACE Whatever It Takes Total:	357.33
Vendor: 4015 - AFLAC					
530781	06/20/2023	AFLAC	882908	Employee Life/Accident Benefi..	145.02
530781	06/20/2023	AFLAC	882908	Employee Life/Accident Benefi..	43.50
530781	06/20/2023	AFLAC	882908	Employee Life/Accident Benefi..	22.36
530781	06/20/2023	AFLAC	882908	Employee Life/Accident Benefi..	51.01
				Vendor 4015 - AFLAC Total:	261.89
Vendor: 12207 - AKM Consulting Engineers, Inc.					
530782	06/20/2023	AKM Consulting Engineers, Inc.	0012247	Consulting Sevices for CWPFF ...	3,950.00
				Vendor 12207 - AKM Consulting Engineers, Inc. Total:	3,950.00
Vendor: 7445 - All City Management Services, Inc.					
530783	06/20/2023	All City Management Services, ..	86012	Crossing Guard Services	5,338.80
				Vendor 7445 - All City Management Services, Inc. Total:	5,338.80
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
530784	06/20/2023	Allied Waste Transfer Services ..	4404-000021815	Dump Fee	702.96
				Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:	702.96
Vendor: 12155 - Amazon Capital Services					
530785	06/20/2023	Amazon Capital Services	13YY-VTJ1-1RIY	Cat6 Outdoor Ethernet Cable ...	19.42
530785	06/20/2023	Amazon Capital Services	17Jf-KJDK-67Q6	COVID-19 Rapid Test	193.20
530785	06/20/2023	Amazon Capital Services	19LV-43FF-D1LX	Toner Cartridge	328.52
530785	06/20/2023	Amazon Capital Services	1CP9-KCK3-G4NP	Cat6 Outdoor Ethernet Cable ...	34.92
530785	06/20/2023	Amazon Capital Services	1CP9-KCK3-G4NP	10 ft Floor Cable Cover Protec...	93.93
530785	06/20/2023	Amazon Capital Services	1DJ3-JRKG-DGLM	Battery Compatible with Dell I...	26.33
530785	06/20/2023	Amazon Capital Services	1JYG-1TFC-3JLV	Steamer for Clothes	43.64
530785	06/20/2023	Amazon Capital Services	1KRV-QLT1-RT9R	Foam Antibacterial Hand-Wash	365.40
530785	06/20/2023	Amazon Capital Services	1MCK-KWN9-CRD7	Waste Toner Container	60.63
530785	06/20/2023	Amazon Capital Services	1MCK-KWN9-CRD7	6 X 10 ft American Flag	178.57
530785	06/20/2023	Amazon Capital Services	1MCK-KWN9-CRD7	4 X 6 ft California Flag	80.75
530785	06/20/2023	Amazon Capital Services	1MCK-KWN9-CRD7	4 X 6 ft American Flag	55.10
530785	06/20/2023	Amazon Capital Services	1WG6-4MDV-77FX	LED Flame Light Bulbs	16.53
530785	06/20/2023	Amazon Capital Services	1XVL-FJXF-1RKQ	36" Stand Up Desk Converter ...	109.15
530785	06/20/2023	Amazon Capital Services	1XVL-FJXF-1RKQ	36" Stand Up Desk Converter ...	109.13
530785	06/20/2023	Amazon Capital Services	1XWL-97GT-4C36	Gridwall Panel Display Stand 2'..	79.37
530785	06/20/2023	Amazon Capital Services	1XWL-97GT-4C36	Gridwall Panel Display Stand 2'..	79.37
				Vendor 12155 - Amazon Capital Services Total:	1,873.96

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12836 - American Dark Fiber, LLC					
530786	06/20/2023	American Dark Fiber, LLC	ADF-1907SL-U1-LOMITA	Splice New Fiber and Relocate...	4,500.00
530786	06/20/2023	American Dark Fiber, LLC	ADF-1907SL-U1-LOMITA	Pothole, Locate Conduit, Find...	4,000.00
530786	06/20/2023	American Dark Fiber, LLC	ADF-1907SL-U1-LOMITA	Place New Fiber and New Acc...	4,000.00
Vendor 12836 - American Dark Fiber, LLC Total:					12,500.00
Vendor: 4010 - Ameritas Life Insurance					
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	50.88
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	2,922.53
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	94.13
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	73.78
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	38.16
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	53.33
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	152.64
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	72.46
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	61.06
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	101.76
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	50.88
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	180.62
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	101.76
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	11.70
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	7.63
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	16.28
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	63.60
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	53.33
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	554.91
Vendor 4010 - Ameritas Life Insurance					Total: 4,661.44
Vendor: 12857 - Andres Juarez					
530788	06/20/2023	Andres Juarez	2004072.001	Refund -Museum Deposit	100.00
Vendor 12857 - Andres Juarez Total:					100.00
Vendor: 12257 - Aramsco Inc.					
530789	06/20/2023	Aramsko Inc.	S5847754.002	Toilet Tissue 9" 2-Ply 12 Roll p...	524.79
530789	06/20/2023	Aramsko Inc.	S5847754.002	Liner Black 33 X 39 1.3 Mil 250...	113.89
530789	06/20/2023	Aramsko Inc.	S5847754.002	Toilet Tissue 96-Cae	91.72
530789	06/20/2023	Aramsko Inc.	S5847754.002	Black Liners B60XH 36 X 58	72.50
530789	06/20/2023	Aramsko Inc.	S5847754.002	Seat Covers 1/2 Fold 250-Pk 2...	51.02
530789	06/20/2023	Aramsko Inc.	S5847754.002	Multi Fold Towels 250 per Pac...	915.45
530789	06/20/2023	Aramsko Inc.	S5847754.002	Neutra Klean "No Rinse" Galon	44.14
Vendor 12257 - Aramsco Inc. Total:					1,813.51
Vendor: 6609 - AT&T					
530790	06/20/2023	AT&T	20052525	City Hall and Park May 23	471.19
530790	06/20/2023	AT&T	20052525	Water May 23	47.08
530790	06/20/2023	AT&T	20052527	Railroad Museum May 23	24.29
530790	06/20/2023	AT&T	20052929	City Hall May 23	18.34
Vendor 6609 - AT&T					Total: 560.90
Vendor: 6705 - Atlas Marketing Products					
530791	06/20/2023	Atlas Marketing Products	4032	Catalina Day Tote Bags, Royal ...	575.91
530791	06/20/2023	Atlas Marketing Products	4032	Set-up Charges	60.64
Vendor 6705 - Atlas Marketing Products					Total: 636.55
Vendor: 4020 - Automatic Data Processing					
10891	06/09/2023	Automatic Data Processing	634852373	Workforce HCM	510.00
10891	06/09/2023	Automatic Data Processing	634852373	Workforce HCM	170.00
10892	06/09/2023	Automatic Data Processing	634851374	Payroll Processing-Pay Ending ...	1,858.30
10892	06/09/2023	Automatic Data Processing	634851374	Payroll Processing-Pay Ending ...	619.43
10893	06/09/2023	Automatic Data Processing	634851665	Workforce Time and Attendan...	687.39
10893	06/09/2023	Automatic Data Processing	634851665	Workforce Time and Attendan...	229.13
Vendor 4020 - Automatic Data Processing					Total: 4,074.25
Vendor: 3334 - Autozone, Inc.					
530792	06/20/2023	Autozone, Inc.	2859664701	Heavy Duty 3" Pin & Ergo Clip	14.18

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530792	06/20/2023	Autozone, Inc.	2859664701	10W-30 Motor Oil	6.47
				Vendor 3334 - Autozone, Inc.	Total: 20.65
Vendor: 0415 - B.D. White Top Soil Co.					
530793	06/20/2023	B.D. White Top Soil Co.	88868	Dirt	57.88
				Vendor 0415 - B.D. White Top Soil Co.	Total: 57.88
Vendor: 12201 - Barley Project, LLC					
530794	06/20/2023	Barley Project, LLC	2084	Band Performance for Founde...	1,000.00
				Vendor 12201 - Barley Project, LLC Total:	1,000.00
Vendor: 12762 - Brianna Rindge					
530795	06/20/2023	Brianna Rindge	060723	Wellness Reimbursement	150.00
				Vendor 12762 - Brianna Rindge Total:	150.00
Vendor: 3168 - California Banner & Sign Co.					
530796	06/20/2023	California Banner & Sign Co.	20080	Digital Output Banner, 1ft, 10...	272.66
530796	06/20/2023	California Banner & Sign Co.	20112	24" X 36" Digitally Printed Cor...	657.00
530796	06/20/2023	California Banner & Sign Co.	20113	Street Banners 4' X 30' Sponso...	131.40
530796	06/20/2023	California Banner & Sign Co.	20113	Digital Output Sponsor Decals	80.00
				Vendor 3168 - California Banner & Sign Co. Total:	1,141.06
Vendor: 7319 - California State Disbursement Unit					
530797	06/20/2023	California State Disbursement...	063023	Employee Garnishment-Pay D...	230.76
				Vendor 7319 - California State Disbursement Unit Total:	230.76
Vendor: 0655 - California Water Service					
530798	06/20/2023	California Water Service	6984422222-052523	PV Dr. No. Rolling Vista Media...	244.81
530798	06/20/2023	California Water Service	8594422222-052523	Landscape Maintenance Distri...	159.16
				Vendor 0655 - California Water Service Total:	403.97
Vendor: 12854 - Carson Chevrolet					
530774	06/08/2023	Carson Chevrolet	31516	2023 Chevy Colorado Truck	33,004.22
530774	06/08/2023	Carson Chevrolet	31516	2023 Chevy Colorado Truck-To...	451.75
530774	06/08/2023	Carson Chevrolet	31516	2023 Chevy Colorado Truck-D...	126.72
				Vendor 12854 - Carson Chevrolet Total:	33,582.69
Vendor: 12858 - Carson Nissan					
530777	06/13/2023	Carson Nissan	C3560706	2023 Nissan Leaf for Parking E...	31,418.94
530777	06/13/2023	Carson Nissan	C3560706	2023 Nissan Leaf for Parking E...	558.00
530777	06/13/2023	Carson Nissan	C3561249	2023 Nissan Leaf for Water D...	31,418.94
530777	06/13/2023	Carson Nissan	C3561249	2023 Nissan Leaf for Water D...	558.00
				Vendor 12858 - Carson Nissan Total:	63,953.88
Vendor: 4040 - Colonial Insurance Co.					
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	474.33
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	453.82
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	220.87
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	80.09
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	73.62
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	97.04
				Vendor 4040 - Colonial Insurance Co. Total:	1,399.77
Vendor: 0915 - Copy Rite Printing					
530799	06/20/2023	Copy Rite Printing	39577	Window Envelopes W/Blue Ink..	132.44
530799	06/20/2023	Copy Rite Printing	39578	Business Cards-Planning Com...	41.56
530799	06/20/2023	Copy Rite Printing	39580	Door Hangers	141.50
530799	06/20/2023	Copy Rite Printing	39581	Business Cards-S. Bass	24.78
530799	06/20/2023	Copy Rite Printing	39581	Business Cards-S. Bass	24.44
530799	06/20/2023	Copy Rite Printing	39584	Business Cards-L. MacMorran	49.22
				Vendor 0915 - Copy Rite Printing Total:	413.94
Vendor: 7371 - Corporate Payment Systems					
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Hotel Charge	1,111.40
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Contract Cities Conference-Fo...	35.67
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Parking	17.00
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Contract Cities Conference-Fo...	19.13
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Lomita Chamber-Business Mix...	12.51

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Contract Cities Conference-Fo...	16.70	
530800	06/20/2023	Corporate Payment Systems	C. Dillon 052523	Cisco Meet Plan	7.50	
530800	06/20/2023	Corporate Payment Systems	C. Dillon 052523	Cisco Meet Plan	7.50	
530800	06/20/2023	Corporate Payment Systems	C. Dillon 052523	Calif. Water Efficiency Partner..	463.50	
530800	06/20/2023	Corporate Payment Systems	C. Villa 052523	Canva Subscription	12.99	
530800	06/20/2023	Corporate Payment Systems	C. Villa 052523	Calameo, Membership Dues	588.00	
530800	06/20/2023	Corporate Payment Systems	C. Villa 052523	Founder's Day Wristbands	291.40	
530800	06/20/2023	Corporate Payment Systems	D. Dixon 052523	Supervisor Harassment Preven..	18.70	
530800	06/20/2023	Corporate Payment Systems	D. Dixon 052523	Supervisor Harassment Preven..	18.49	
530800	06/20/2023	Corporate Payment Systems	D. Dixon 052523	Birthday Celebration	57.60	
530800	06/20/2023	Corporate Payment Systems	D. Dixon 052523	Supervisor Harassment Preven..	4.79	
530800	06/20/2023	Corporate Payment Systems	G. Sugano 052523	Zoom Video	15.99	
530800	06/20/2023	Corporate Payment Systems	G. Sugano 052523	Acrobat Pro	513.71	
530800	06/20/2023	Corporate Payment Systems	H. Flores 052523	Staff Lunch	238.90	
530800	06/20/2023	Corporate Payment Systems	H. Flores 052523	Mower Supplies	460.37	
530800	06/20/2023	Corporate Payment Systems	J. Gazeley 052523	Hotel Charge	341.98	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	City Council Meeting Dinner	50.10	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	City Council Meeting Dinner	89.26	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	Daily Breeze Subscription	10.00	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	NNA Membership-L. Abbott	129.00	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	Dropbox	19.99	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	eSignature Standard Edition	600.00	
530800	06/20/2023	Corporate Payment Systems	L. Hernandez 052523	Hotel Charge	1,735.48	
530800	06/20/2023	Corporate Payment Systems	Lomita Park 052523	Daily Breeze Subscription	26.00	
530800	06/20/2023	Corporate Payment Systems	Lomita Park 052523	Museum Event Promotion	44.38	
530800	06/20/2023	Corporate Payment Systems	Lomita Park 052523	Staff Lunch	67.09	
530800	06/20/2023	Corporate Payment Systems	M. Andersen 052523	Math Book for Water Treatm...	86.42	
530800	06/20/2023	Corporate Payment Systems	M. Andersen 052523	Tubing for Air and Water, 1/8"	185.25	
530800	06/20/2023	Corporate Payment Systems	M. Andersen 052523	Staff Lunch	97.02	
530800	06/20/2023	Corporate Payment Systems	M. Sansbury 052523	Electrode Onsite/Home Adult ...	372.10	
530800	06/20/2023	Corporate Payment Systems	M. Sansbury 052523	Maintenance Supplies	51.46	
530800	06/20/2023	Corporate Payment Systems	M. Sansbury 052523	Peanut Butter for Mouse Trap	3.49	
530800	06/20/2023	Corporate Payment Systems	M. Sansbury 052523	Mass Mobile Apps	99.00	
530800	06/20/2023	Corporate Payment Systems	R. Smoot 052523	League of California Cities Reg...	50.00	
530800	06/20/2023	Corporate Payment Systems	R. Smoot 052523	League of California Cities Reg...	50.00	
530800	06/20/2023	Corporate Payment Systems	R. Smoot 052523	Hotel Charge-R. Smoot	1,294.04	
530800	06/20/2023	Corporate Payment Systems	W. Lawson 052523	Property Report	114.03	
530800	06/20/2023	Corporate Payment Systems	W. Lawson 052523	Gas	59.46	
530800	06/20/2023	Corporate Payment Systems	W. Lawson 052523	Code Enforcement Subscripti...	25.95	
				Vendor 7371 - Corporate Payment Systems	Total:	9,513.35
Vendor: 12721 - Cory Zedler						
530801	06/20/2023	Cory Zedler	053123	Mileage Reimbursement	55.28	
				Vendor 12721 - Cory Zedler Total:	55.28	
Vendor: 6828 - Creative Software Solutions						
530802	06/20/2023	Creative Software Solutions	CINV-034621	DAR May 23	498.33	
				Vendor 6828 - Creative Software Solutions	Total:	498.33
Vendor: 6757 - Dataprose, Inc.						
530803	06/20/2023	Dataprose, Inc.	DP2302115	Water Bills	2,708.62	
				Vendor 6757 - Dataprose, Inc.	Total:	2,708.62
Vendor: 12704 - David Evans & Associates, Inc.						
530804	06/20/2023	David Evans & Associates, Inc.	533955	Engineering Design Services-N...	818.73	
530804	06/20/2023	David Evans & Associates, Inc.	533955	Engineering Design Services-N...	818.73	
530804	06/20/2023	David Evans & Associates, Inc.	533955	Engineering Design Services-N...	3,943.54	
530804	06/20/2023	David Evans & Associates, Inc.	536135	Engineering Design Services-N...	2,885.66	
530804	06/20/2023	David Evans & Associates, Inc.	536135	Engineering Design Services-N...	2,885.66	
530804	06/20/2023	David Evans & Associates, Inc.	536135	Engineering Design Services-N...	13,899.28	
				Vendor 12704 - David Evans & Associates, Inc. Total:	25,251.60	

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 1075 - Department of Justice					
530805	06/20/2023	Department of Justice	660595	Live Scan May 23	128.00
				Vendor 1075 - Department of Justice	Total: 128.00
Vendor: 2010 - Discount Pool & Spa Supply					
530806	06/20/2023	Discount Pool & Spa Supply	344398-1	Liquid Chloride	187.43
530806	06/20/2023	Discount Pool & Spa Supply	344398-1	Deposit-Case	40.00
530806	06/20/2023	Discount Pool & Spa Supply	345053-1	Returning Deposit for Cases	-50.00
530806	06/20/2023	Discount Pool & Spa Supply	345634-1	Clear View 1" Tabs 5 LB Pail	121.25
				Vendor 2010 - Discount Pool & Spa Supply Total:	298.68
Vendor: 7290 - Eden Serina					
530807	06/20/2023	Eden Serina	060523	Yoga Class Instructor	2,345.00
				Vendor 7290 - Eden Serina	Total: 2,345.00
Vendor: 12580 - Elite Special Events, Inc.					
530775	06/12/2023	Elite Special Events, Inc.	144-01	Founder's Day-Train Ride Serv...	1,850.00
				Vendor 12580 - Elite Special Events, Inc. Total:	1,850.00
Vendor: 12001 - Evangelina Hernandez					
530808	06/20/2023	Evangelina Hernandez	060123	Mileage Reimbursement	17.82
				Vendor 12001 - Evangelina Hernandez Total:	17.82
Vendor: 12851 - Get Around Sound					
530809	06/20/2023	Get Around Sound	042423	2 Days Sound System Rental-...	150.00
530809	06/20/2023	Get Around Sound	042423	2 Days Sound System Rental	1,500.00
530809	06/20/2023	Get Around Sound	042423	2 Days Sound System Rental-L...	3,420.00
				Vendor 12851 - Get Around Sound Total:	5,070.00
Vendor: 6718 - Graffiti Protective Coatings Inc.					
530810	06/20/2023	Graffiti Protective Coatings Inc.	7031-0523	Graffiti Removal May 23	2,400.00
				Vendor 6718 - Graffiti Protective Coatings Inc. Total:	2,400.00
Vendor: 3070 - Grainger					
530811	06/20/2023	Grainger	9727340011	Full Body Harness	119.97
530811	06/20/2023	Grainger	9727340011	Half Mask Respirator Kit	82.20
530811	06/20/2023	Grainger	9727340011	Respirator Wipes	36.10
				Vendor 3070 - Grainger	Total: 238.27
Vendor: 3036 - Harbor Freight Tools USA, Inc.					
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	Cable Ties 350 Pc Colored	6.59
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	Paint Brush 2" Angle	1.64
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	14 in 1 Paint Tool	5.50
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	Steel Socket Rail Set	8.17
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	Nitrile Gloves 50 Pc	16.53
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	1/4" Compact Regulator	24.24
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	Mini Filter 1/4"	22.04
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	1/4" Female Pipe T-Connector	4.40
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	3/8" X 100' Diamond Braid Ro...	8.81
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	6" Crimped Wire Wheel	7.16
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	6" Bench Grinder with Light	60.63
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	1/4 Full Port Ball Valve	5.17
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	1/4" Female Brass Uni Coupler	4.95
				Vendor 3036 - Harbor Freight Tools USA, Inc. Total:	175.83
Vendor: 7144 - Hazen and Sawyer, P.C.					
530813	06/20/2023	Hazen and Sawyer, P.C.	20007-010-0000029	Consulting Services-CWPF	20,715.50
				Vendor 7144 - Hazen and Sawyer, P.C. Total:	20,715.50
Vendor: 3052 - Home Depot Credit Services					
530814	06/20/2023	Home Depot Credit Services	0112697	Fluorescent CFL Light Bulb, Da...	14.31
530814	06/20/2023	Home Depot Credit Services	0112697	High Performance Toilet Fill Va...	16.52
530814	06/20/2023	Home Depot Credit Services	0112697	Antibacterial Hand Soap 128 oz	21.83
530814	06/20/2023	Home Depot Credit Services	0112697	LED Light Bulb in Daylight 2-Pk	10.99
530814	06/20/2023	Home Depot Credit Services	0112697	LED Light Bulb Daylight 2-Pk	14.31
530814	06/20/2023	Home Depot Credit Services	0353711	Bucket 5 Gal	4.94
530814	06/20/2023	Home Depot Credit Services	0353711	Disinfecting Wipes Flat Pack 8...	13.85

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
530814	06/20/2023	Home Depot Credit Services	0353711	Tan Duck Canvas Glove	18.01	
530814	06/20/2023	Home Depot Credit Services	0353711	Replacement Respirator Cartr...	82.04	
530814	06/20/2023	Home Depot Credit Services	0353711	Disposable Paint Project Respi...	103.55	
530814	06/20/2023	Home Depot Credit Services	0353711	Knit Work Gloves	13.21	
530814	06/20/2023	Home Depot Credit Services	1234806	Returning Asphalt Sealer	-34.00	
530814	06/20/2023	Home Depot Credit Services	2090919	Cleaning Vinegar 64 oz	6.35	
530814	06/20/2023	Home Depot Credit Services	2090919	Ultra-Thin LED White Puck Lig...	19.80	
530814	06/20/2023	Home Depot Credit Services	2090919	Lysol All Purpose 144 oz	27.30	
530814	06/20/2023	Home Depot Credit Services	2090919	Bathroom Faucet in Polished ...	38.57	
530814	06/20/2023	Home Depot Credit Services	2090919	LED Tube Light Bulb, Tunable...	99.23	
530814	06/20/2023	Home Depot Credit Services	2090936	Slip-Joint Outlet 1/4-Turn Ang...	23.59	
530814	06/20/2023	Home Depot Credit Services	2090936	Braided Polymer Faucet Suppl...	13.08	
530814	06/20/2023	Home Depot Credit Services	2090936	1/2" x 260" Thread Sealing	1.08	
530814	06/20/2023	Home Depot Credit Services	2090936	AAA Batteries 10-Pk	9.78	
530814	06/20/2023	Home Depot Credit Services	2201864	Returning Joint Outlet 1/4-Tur...	-23.54	
530814	06/20/2023	Home Depot Credit Services	2201865	Slip-Joint Outlet 1/4-Turn Ang...	24.16	
530814	06/20/2023	Home Depot Credit Services	31031	Water Bottle Deposit	6.00	
530814	06/20/2023	Home Depot Credit Services	31031	Bottle Water	24.90	
530814	06/20/2023	Home Depot Credit Services	31031	Airwick Auto Fresh 2-Pk	13.21	
530814	06/20/2023	Home Depot Credit Services	31031	1.33 gal. Weed and Grass Killer	33.04	
530814	06/20/2023	Home Depot Credit Services	31031	Energizer Max AA 36-Pk	39.40	
530814	06/20/2023	Home Depot Credit Services	31031	Toilet Paper 30 Mega Roll	41.46	
530814	06/20/2023	Home Depot Credit Services	31031	Lysol Disinfect 190 oz	59.40	
530814	06/20/2023	Home Depot Credit Services	3116028	Energizer Max AA 36-Pk	39.40	
530814	06/20/2023	Home Depot Credit Services	3116028	Nitrile Glove 120-Pk	23.13	
530814	06/20/2023	Home Depot Credit Services	3116028	Bucket	19.52	
530814	06/20/2023	Home Depot Credit Services	3116028	5 oz. Ultra Clear All Purpose ...	9.90	
530814	06/20/2023	Home Depot Credit Services	3116028	3/16" x 100' All-Purpose Cloth...	10.83	
530814	06/20/2023	Home Depot Credit Services	4010775	Lumber Fee	0.20	
530814	06/20/2023	Home Depot Credit Services	4010775	0.75" X 3.5" X 10' Wood	26.40	
530814	06/20/2023	Home Depot Credit Services	5097704	Anvil Flex Putty Knife 1.5"	8.80	
530814	06/20/2023	Home Depot Credit Services	5097704	Clorox Disinfecting Bleach	29.70	
530814	06/20/2023	Home Depot Credit Services	5097704	Stoner Invisible Glass Aero 19 ...	10.10	
530814	06/20/2023	Home Depot Credit Services	5097704	Speed-Feed 400 Universal Tri...	36.06	
530814	06/20/2023	Home Depot Credit Services	5097704	Toilet Paper 30 Mega Roll	41.87	
530814	06/20/2023	Home Depot Credit Services	5113142	11 in. UV Cable Tie, Black (500...	48.76	
530814	06/20/2023	Home Depot Credit Services	5113142	Assorted Cable Ties 650-Pack	24.26	
530814	06/20/2023	Home Depot Credit Services	6591891	50 lbs Asphalt Sealer	170.01	
				Vendor 3052 - Home Depot Credit Services	Total:	1,235.31
Vendor: 4684 - Janpier Adamzadeh						
530815	06/20/2023	Janpier Adamzadeh	052323	Reimbursement for Presentat...	14.32	
				Vendor 4684 - Janpier Adamzadeh	Total:	14.32
Vendor: 3887 - John L. Hunter & Associates						
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412302	Consulting Services February ...	1,616.67	
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412302	Consulting Services February ...	135.00	
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412303	Consulting Services March 23	527.90	
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412303	Consulting Services March 23	877.50	
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412304	Consulting Services April 23	2,235.16	
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412304	Consulting Services April 23	67.50	
				Vendor 3887 - John L. Hunter & Associates	Total:	5,459.73
Vendor: 3048 - L.A. County Sheriff's Department						
530818	06/20/2023	L.A. County Sheriff's Departm...	233235DL	Traffic Enforcement May 23	1,528.07	
				Vendor 3048 - L.A. County Sheriff's Department	Total:	1,528.07
Vendor: 7529 - L.A. County Sheriff's Department						
530776	06/12/2023	L.A. County Sheriff's Departm...	061623	Employee Garnishment-Pay D...	334.75	
530817	06/20/2023	L.A. County Sheriff's Departm...	063023	Employee Garnishment-Pay D...	334.75	
				Vendor 7529 - L.A. County Sheriff's Department Total:	669.50	

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3652 - Leticia Moreno-Paz					
530819	06/20/2023	Leticia Moreno-Paz	060123	Mileage and Parking Reimbur...	24.65
				Vendor 3652 - Leticia Moreno-Paz	Total: 24.65
Vendor: 3054 - Linde Gas & Equipment Inc.					
530820	06/20/2023	Linde Gas & Equipment Inc.	36042565	Acetylene Torch Rental	63.87
				Vendor 3054 - Linde Gas & Equipment Inc.	Total: 63.87
Vendor: 3903 - Lomita City Employees Association					
530821	06/20/2023	Lomita City Employees Associa...	June 2023	Association Dues-June 2023	640.00
				Vendor 3903 - Lomita City Employees Association	Total: 640.00
Vendor: 6859 - Los Altos Trophy					
530822	06/20/2023	Los Altos Trophy	92731	Generic Soccer Figure 3rd Place	237.53
530822	06/20/2023	Los Altos Trophy	92731	Silver Soccer Medal, Black Nec...	373.25
530822	06/20/2023	Los Altos Trophy	92731	Bronze Soccer Medal, Black N...	379.38
530822	06/20/2023	Los Altos Trophy	92731	Gold Soccer Medal, Black Neck..	428.32
530822	06/20/2023	Los Altos Trophy	92731	Generic Soccer Figure 2nd Pla...	487.58
530822	06/20/2023	Los Altos Trophy	92731	Generic Soccer Figure 1st Place	524.57
				Vendor 6859 - Los Altos Trophy	Total: 2,430.63
Vendor: 3085 - Mark's Lock & Safe, Inc.					
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036455	Install Cameras-Labor	1,312.50
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036455	Install Cameras-Material	650.48
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036472	Troubleshoot & Configured Ca...	1,575.00
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036472	Troubleshoot & Configured Ca...	138.89
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036482	Met with Cable Co. & Pulled o...	393.75
				Vendor 3085 - Mark's Lock & Safe, Inc.	Total: 4,070.62
Vendor: 10932 - Michael Graf					
530824	06/20/2023	Michael Graf	061223	Reimbursement for Refreshm...	58.85
				Vendor 10932 - Michael Graf	Total: 58.85
Vendor: 3820 - Michael Whiting					
530825	06/20/2023	Michael Whiting	1a2023	Basketball Camp/Instructor Fee	5,725.00
				Vendor 3820 - Michael Whiting	Total: 5,725.00
Vendor: 12853 - Minsoo Kim					
530826	06/20/2023	Minsoo Kim	053123	Reimbursement for Meter/Wa...	711.80
				Vendor 12853 - Minsoo Kim	Total: 711.80
Vendor: 7203 - Mirage Carwash					
530827	06/20/2023	Mirage Carwash	2137	Car Wash	26.99
				Vendor 7203 - Mirage Carwash	Total: 26.99
Vendor: 3217 - MissionSquare Retirement					
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	12,761.62
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	306.51
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	290.93
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	16.20
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	144.79
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	300.27
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	182.34
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	214.49
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	207.10
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	110.29
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	228.61
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	184.77
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	48.77
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	8.96
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	60.31
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	82.03
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	144.79
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	952.59
				Vendor 3217 - MissionSquare Retirement	Total: 16,245.37

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7496 - Numa Networks					
530828	06/20/2023	Numa Networks	34552	IT Services June 23	3,961.17
530828	06/20/2023	Numa Networks	34552	IT Services June 23	3,961.16
				Vendor 7496 - Numa Networks	Total: 7,922.33

Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp					
530829	06/20/2023	Occupational Health Centers o...79333839		Pre-Employee Physical Exam	64.00
530829	06/20/2023	Occupational Health Centers o...79395448		Pre-Employee Physical Exam	104.00
				Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:	168.00

Vendor: 6594 - Office Depot Business Solutions, LLC					
530830	06/20/2023	Office Depot Business Solutio...	313768814001	File Folders, 1/3 Cut, Letter Si...	24.77
530830	06/20/2023	Office Depot Business Solutio...	313768814001	Copy Paper	54.57
530830	06/20/2023	Office Depot Business Solutio...	313768814001	File Folders, 1/3 Cut, Letter Si...	14.43
				Vendor 6594 - Office Depot Business Solutions, LLC Total:	93.77

Vendor: 4105 - Pacific Western Bank					
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	16,216.98
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	2,307.86
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	9.52
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	251.64
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	95.91
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	113.88
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	27.71
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	45.02
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	20.04
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	10.73
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	216.33
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	105.90
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	5.76
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	116.43
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	15.17
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	85.44
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	109.50
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	97.10
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	139.64
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	38.33
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	67.04
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	10.09
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	22.67
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	1.11
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	60.64
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	21.69
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	120.88
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	28.20
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	471.46
10887	06/07/2023	Pacific Western Bank	PE052623A	State Tax Withholdings-Pay E...	6,169.79
				Vendor 4105 - Pacific Western Bank	Total: 27,002.46

Vendor: 4597 - Pio Nunez					
530831	06/20/2023	Pio Nunez	052423	Mileage Reimbursement	43.88
				Vendor 4597 - Pio Nunez	Total: 43.88

Vendor: 7223 - Pitney Bowes Global Financial Services LLC.					
530832	06/20/2023	Pitney Bowes Global Financial ...3106101515		April-June 23 Postage Machine..	282.31
				Vendor 7223 - Pitney Bowes Global Financial Services LLC. Total:	282.31

Vendor: 12512 - Prints Pacific, Inc.					
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt N...	109.42
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt N...	1,254.09
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt S...	535.18
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt S...	131.31
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt N...	48.40
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt Bl...	24.20

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt N...	121.00
Vendor 12512 - Prints Pacific, Inc. Total:					2,223.60
Vendor: 12474 - Project Partners					
530834	06/20/2023	Project Partners	11192	Engineering Services	1,440.00
530834	06/20/2023	Project Partners	11192	Engineering Services	3,120.00
530834	06/20/2023	Project Partners	11192	Engineering Services	1,560.00
530834	06/20/2023	Project Partners	11192	Engineering Services	1,200.00
530834	06/20/2023	Project Partners	11192	Engineering Services	3,960.00
530834	06/20/2023	Project Partners	11192	Engineering Services	3,600.00
530834	06/20/2023	Project Partners	11246	Engineering Services	1,920.00
530834	06/20/2023	Project Partners	11246	Engineering Services	1,920.00
530834	06/20/2023	Project Partners	11246	Engineering Services	600.00
530834	06/20/2023	Project Partners	11246	Engineering Services	1,560.00
530834	06/20/2023	Project Partners	11246	Engineering Services	2,280.00
530834	06/20/2023	Project Partners	11246	Engineering Services	2,640.00
Vendor 12474 - Project Partners Total:					25,800.00
Vendor: 4090 - Public Employee Retirement System					
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	11,798.21
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	25.88
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	700.21
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	807.58
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	308.88
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	150.99
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	202.35
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	257.02
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	230.22
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	487.45
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	132.61
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	136.70
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	1,238.86
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	143.71
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	445.89
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	275.19
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	200.83
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	819.18
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	291.09
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	871.14
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	276.71
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	454.33
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	268.50
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	334.72
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	79.47
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	28.11
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	45.77
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	2.88
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	123.57
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	269.19
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	34.44
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	50.59
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	49.29
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	76.75
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	452.35
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	221.04
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	144.65
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	605.23
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	1,009.65
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	1,327.80
10889	06/10/2023	Public Employee Retirement S... June 2023		Employee Health Insurance-Ju...	5,622.96
10889	06/10/2023	Public Employee Retirement S... June 2023		Employee Health Insurance-Ju...	2,623.86
10889	06/10/2023	Public Employee Retirement S... June 2023		Employee Health Insurance-Ju...	1,252.63

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	2,862.97
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	150.49
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	4,283.85
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	652.51
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	4,317.23
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	1,472.29
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	2,564.47
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	4,039.93
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	1,966.50
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	4,259.98
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	1,435.13
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	453.33
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	840.05
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	297.35
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	2,481.32
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	8,460.51
				Vendor 4090 - Public Employee Retirement System	Total: 75,416.39
Vendor: 12173 - Race Communications					
530835	06/20/2023	Race Communications	RC912287	Internet Access SBCG June 23	1,530.00
530835	06/20/2023	Race Communications	RC912287	Internet Access SBCG June 23	1,530.00
				Vendor 12173 - Race Communications Total:	3,060.00
Vendor: 12754 - Recap Advisors, LLC					
530836	06/20/2023	Recap Advisors, LLC	0091019	Consulting Svcs-RAD Repositi...	516.25
				Vendor 12754 - Recap Advisors, LLC Total:	516.25
Vendor: 9122 - Roland Gutierrez					
530837	06/20/2023	Roland Gutierrez	060123	Cardio Salsa Dance Instructor	422.10
				Vendor 9122 - Roland Gutierrez	Total: 422.10
Vendor: 7517 - Ronald Uyesato					
530838	06/20/2023	Ronald Uyesato	1-2023	Camp Lead Staff Fee and Staff...	1,600.00
				Vendor 7517 - Ronald Uyesato	Total: 1,600.00
Vendor: 3066 - Rusher Air Conditioning					
530839	06/20/2023	Rusher Air Conditioning	2095306	Programed Remote for Ductle...	288.00
				Vendor 3066 - Rusher Air Conditioning	Total: 288.00
Vendor: 7394 - Sharmone P. La Rose					
530840	06/20/2023	Sharmone P. La Rose	053023	Recreation-Gentle Yoga Class ...	738.50
				Vendor 7394 - Sharmone P. La Rose	Total: 738.50
Vendor: 7188 - Sharp Business Systems					
530841	06/20/2023	Sharp Business Systems	9004366643	BP70C55 Copier Usage 5/1/23...	284.69
				Vendor 7188 - Sharp Business Systems	Total: 284.69
Vendor: 7233 - Siteone Landscape Supply, LLC					
530842	06/20/2023	Siteone Landscape Supply, LLC	130631827-001	Weld-On P-70 Purple Primer	13.32
530842	06/20/2023	Siteone Landscape Supply, LLC	130631827-001	Shrub Rake	30.85
530842	06/20/2023	Siteone Landscape Supply, LLC	130631827-001	Weld-On 711 Gray PVC Cement	17.97
530842	06/20/2023	Siteone Landscape Supply, LLC	130965906-001	24 VAC for 800 and 950 Series...	26.33
530842	06/20/2023	Siteone Landscape Supply, LLC	130965906-001	Handheld Sprayer 1 Gal	109.92
530842	06/20/2023	Siteone Landscape Supply, LLC	130966141-001	Classic Lifeguard Hat	22.86
				Vendor 7233 - Siteone Landscape Supply, LLC	Total: 221.25
Vendor: 3544 - South Bay Cities Council of Governments					
530843	06/20/2023	South Bay Cities Council of Go...	June 23	Monthly City Manager's Meet...	40.00
				Vendor 3544 - South Bay Cities Council of Governments Total:	40.00
Vendor: 6944 - South Coast A.Q.M.D.					
530844	06/20/2023	South Coast A.Q.M.D.	4171712	Cypress Reservoir	153.23
				Vendor 6944 - South Coast A.Q.M.D.	Total: 153.23
Vendor: 5050 - Southern California Edison Co.					
530778	06/13/2023	Southern California Edison Co.	700006214310-060123	Park	599.69
530778	06/13/2023	Southern California Edison Co.	700006214310-060123	Street Lights	31.64
530778	06/13/2023	Southern California Edison Co.	700006214310-060123	Traffic Signals	32.22

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530778	06/13/2023	Southern California Edison Co.	700006910888-060623	Railroad Museum	195.27
530778	06/13/2023	Southern California Edison Co.	700007178650-060823	Narbonne Pedestrian Crosswa...	48.79
530778	06/13/2023	Southern California Edison Co.	700008444906-060623	Traffic Signals	661.96
530778	06/13/2023	Southern California Edison Co.	700016714053-060623	Lomita Park	2,392.92
530778	06/13/2023	Southern California Edison Co.	700016714053-060623	Western Pedestrian Crosswalk	16.68
530778	06/13/2023	Southern California Edison Co.	700016714053-060623	Appian Way	288.02
530778	06/13/2023	Southern California Edison Co.	700025877624-060123	Street Lights	573.46
530778	06/13/2023	Southern California Edison Co.	700025957042-060123	Street Lights	255.50
530778	06/13/2023	Southern California Edison Co.	700315793648-060123	Street Lights	182.36
530778	06/13/2023	Southern California Edison Co.	700492524416-060823	Hathaway Park	38.35
Vendor 5050 - Southern California Edison Co.				Total:	5,316.86
Vendor: 5040 - Southern California Gas Co.					
530845	06/20/2023	Southern California Gas Co.	07370472008-060623	Park Facilities	71.99
530845	06/20/2023	Southern California Gas Co.	07380495007-060623	City Hall Facility	957.33
530845	06/20/2023	Southern California Gas Co.	11360471004-060623	Railroad Museum	1.59
Vendor 5040 - Southern California Gas Co.				Total:	1,030.91
Vendor: 1005 - Southern California News Group					
530846	06/20/2023	Southern California News Gro...	053123	Ads-Approved Resolution No. ...	207.88
530846	06/20/2023	Southern California News Gro...	053123	Ads-Adopted Ordinances No. ...	287.02
530846	06/20/2023	Southern California News Gro...	053123	Ads-Adopted Ordinances No. ...	318.20
530846	06/20/2023	Southern California News Gro...	053123	Ads-Zone Text Amendment No...	265.43
Vendor 1005 - Southern California News Group				Total:	1,078.53
Vendor: 12456 - Sportball					
530847	06/20/2023	Sportball	060123	Comprehensive Sports Class	2,350.25
Vendor 12456 - Sportball Total:				Total:	2,350.25
Vendor: 12815 - Stetson Engineers Inc.					
530848	06/20/2023	Stetson Engineers Inc.	2879-002	Groundwater Well Feasibility ...	14,464.00
Vendor 12815 - Stetson Engineers Inc. Total:				Total:	14,464.00
Vendor: 3956 - Ted's Plumbing Service Inc.					
530849	06/20/2023	Ted's Plumbing Service Inc.	37580	City Yard Restroom-Replace T...	480.00
530849	06/20/2023	Ted's Plumbing Service Inc.	37618	Mainline Stoppage	175.00
Vendor 3956 - Ted's Plumbing Service Inc.				Total:	655.00
Vendor: 12855 - Thai Yoga Massage					
530850	06/20/2023	Thai Yoga Massage	060723	Refund Duplicate Payment	4,000.00
Vendor 12855 - Thai Yoga Massage Total:				Total:	4,000.00
Vendor: 6085 - Thompson Building Materials					
530851	06/20/2023	Thompson Building Materials	IV-150312	Lumber Fee	0.43
530851	06/20/2023	Thompson Building Materials	IV-150312	8 X 1-3/4 Wood Screw 100-Bx	12.06
530851	06/20/2023	Thompson Building Materials	IV-150312	9 X 2-1/4 Wood Screw 100-Bx	17.20
530851	06/20/2023	Thompson Building Materials	IV-150312	1 X 3 X 24 Wood Stake 50-Bdl	47.04
530851	06/20/2023	Thompson Building Materials	IV-150312	16 & 48 Level Set	217.24
530851	06/20/2023	Thompson Building Materials	IV-150341	PS 24 Flat Steel Stakes	188.31
Vendor 6085 - Thompson Building Materials				Total:	482.28
Vendor: 12170 - T-Mobile					
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Manage...	19.74
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Code Enf...	25.89
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Recreati...	29.40
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Park 6594	25.89
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Water 40...	29.40
Vendor 12170 - T-Mobile Total:				Total:	130.32
Vendor: 12856 - Toilet Partitions Experts, Inc					
530853	06/20/2023	Toilet Partitions Experts, Inc	1002	Installation of Toilet Partitions...	2,050.00
Vendor 12856 - Toilet Partitions Experts, Inc Total:				Total:	2,050.00
Vendor: 12228 - Toshiba					
530854	06/20/2023	Toshiba	34165121	Copier Lease May 23	587.99
Vendor 12228 - Toshiba Total:				Total:	587.99

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7451 - TPX Communications					
530855	06/20/2023	TPX Communications	171406716-0	Internet and Phone June 23	1,023.10
530855	06/20/2023	TPX Communications	171406716-0	Internet and Phone June 23	1,023.09
Vendor 7451 - TPX Communications Total:					2,046.19
Vendor: 9100 - Tripepi Smith and Associates					
530856	06/20/2023	Tripepi Smith and Associates	10058	Redistricting Services	17,224.00
530856	06/20/2023	Tripepi Smith and Associates	10147	Video Production Services	843.13
530856	06/20/2023	Tripepi Smith and Associates	10192	Citywide Communication & E...	5,360.81
530856	06/20/2023	Tripepi Smith and Associates	10192	Citywide Communication & E...	2,244.34
Vendor 9100 - Tripepi Smith and Associates Total:					25,672.28
Vendor: 3123 - Underground Service Alert/SC					
530857	06/20/2023	Underground Service Alert/SC	22-2304212	California State Fee	27.83
530857	06/20/2023	Underground Service Alert/SC	520230420	32 Dig Alerts and Monthly Ma...	66.00
Vendor 3123 - Underground Service Alert/SC Total:					93.83
Vendor: 12279 - United Pacific Services, Inc.					
530858	06/20/2023	United Pacific Services, Inc.	23-0525-2	Tree Trimming	12,585.00
530858	06/20/2023	United Pacific Services, Inc.	23-0525-2	Tree Trimming	12,585.00
Vendor 12279 - United Pacific Services, Inc. Total:					25,170.00
Vendor: 6878 - Urban Feet Inc.					
530859	06/20/2023	Urban Feet Inc.	LOM 060123	Work Boot-R. Mendoza	232.68
Vendor 6878 - Urban Feet Inc. Total:					232.68
Vendor: 7373 - Wells Fargo Vendor Financial Services					
530860	06/20/2023	Wells Fargo Vendor Financial ...	5025298293	MX-C304W Printer Lease June...	86.01
Vendor 7373 - Wells Fargo Vendor Financial Services Total:					86.01
Vendor: 3044 - West Basin Municipal Water District					
10894	06/08/2023	West Basin Municipal Water D...	WB6104	April 23	239,709.20
Vendor 3044 - West Basin Municipal Water District Total:					239,709.20
Vendor: 7063 - Westfield Electric					
530861	06/20/2023	Westfield Electric	3122	120V Photo Cell	26.80
530861	06/20/2023	Westfield Electric	3122	Replace Photo Cell-Labor	210.00
530861	06/20/2023	Westfield Electric	3207	Trip Charge to Meet with Fiber..	105.00
530861	06/20/2023	Westfield Electric	3216	Photo Cell	26.80
530861	06/20/2023	Westfield Electric	3216	Inspect and Repair Photo Cell...	262.50
530861	06/20/2023	Westfield Electric	3217	Removed Electrical Wiring & D...	105.00
Vendor 7063 - Westfield Electric Total:					736.10
Vendor: 12701 - William Lawson					
530862	06/20/2023	William Lawson	052623	Reimbursement for Code Enfo...	26.46
Vendor 12701 - William Lawson Total:					26.46
Vendor: 7282 - Williams Data Management					
530863	06/20/2023	Williams Data Management	0617555	File Storage May 23	304.91
Vendor 7282 - Williams Data Management Total:					304.91
Vendor: 3666 - Yamada Company Inc.					
530864	06/20/2023	Yamada Company Inc.	83102	Shindaiwa Blower	429.01
530864	06/20/2023	Yamada Company Inc.	83102	Gas Can	31.63
Vendor 3666 - Yamada Company Inc. Total:					460.64
Vendor: 6102 - Yunex, LLC					
530865	06/20/2023	Yunex, LLC	5610283977	Traffic Signal Maintenance Ma...	443.03
530865	06/20/2023	Yunex, LLC	5610283990	Street Light Maintenance May...	169.83
530865	06/20/2023	Yunex, LLC	5620043089	Traffic Signal Response Call Ou...	142.69
Vendor 6102 - Yunex, LLC Total:					755.55
Grand Total:					723,133.93

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	238,186.81
205 - State Gas Tax	22,239.14
209 - Measure M	3,704.39
211 - Measure W	5,459.73
220 - Proposition A Local Return	1,188.15
245 - Landscape Maintenance District #1	159.16
255 - Park Athletic	4,030.63
311 - Street Improvement	2,974.54
510 - Water Operations	274,875.73
520 - Water Capital	72,212.32
610 - Equipment Replacement	97,536.57
611 - Park Equipment Replacement	566.76
Grand Total:	723,133.93

Account Summary

Account Number	Account Name	Payment Amount
100-000-2285.000	Employee Association D...	640.00
100-000-2508.000	Garnishment	900.26
100-000-2510.000	PERS	11,798.21
100-000-2515.000	Health Insurance	5,622.96
100-000-2535.000	Accident Insurance	619.35
100-000-2540.000	Dental Insurance	2,973.41
100-000-2550.000	Federal Withholding	18,524.84
100-000-2555.000	State Withholding	6,169.79
100-000-2560.000	Deferred Compensation	12,761.62
100-000-4320.000	Administrative Citations	4,000.00
100-000-4450.000	Museum Admission	100.00
100-110-5207.000	Medicare	9.52
100-110-5217.000	PERS Tier 3 (2%@62)	25.88
100-110-5430.000	Conferences and Meetin...	441.98
100-110-5755.000	Special Department Supp..	139.36
100-120-5305.000	Legal Services	17,224.00
100-125-5205.000	Health Insurance	3,478.32
100-125-5207.000	Medicare	251.64
100-125-5215.000	PERS Tier 1 (2.5%@55)	700.21
100-125-5216.000	PERS Tier 2 (2%@60)	807.58
100-125-5217.000	PERS Tier 3 (2%@62)	308.88
100-125-5345.000	Contractual Services	5,877.06
100-125-5415.000	Communications	19.74
100-125-5430.000	Conferences and Meetin...	3,087.34
100-125-5755.000	Special Department Supp..	12.99
100-130-5205.000	Health Insurance	1,617.34
100-130-5207.000	Medicare	95.91
100-130-5215.000	PERS Tier 1 (2.5%@55)	150.99
100-130-5216.000	PERS Tier 2 (2%@60)	202.35
100-130-5217.000	PERS Tier 3 (2%@62)	257.02
100-130-5410.000	Advertising	823.10
100-130-5420.000	Mileage Reimbursement	24.65
100-130-5425.000	Dues and Memberships	129.00
100-130-5505.000	Office Supplies and Expe...	267.77
100-130-5710.000	Equipment Maintenance	282.31
100-130-5755.000	Special Department Supp..	3,480.14
100-210-5205.000	Health Insurance	3,138.20
100-210-5207.000	Medicare	113.88
100-210-5215.000	PERS Tier 1 (2.5%@55)	230.22
100-210-5216.000	PERS Tier 2 (2%@60)	487.45
100-210-5217.000	PERS Tier 3 (2%@62)	132.61

Account Summary

Account Number	Account Name	Payment Amount
100-210-5345.000	Contractual Services	3,055.69
100-210-5505.000	Office Supplies and Expe...	213.30
100-230-5205.000	Health Insurance	348.61
100-230-5206.000	Health Insurance Retirees	4,283.85
100-230-5207.000	Medicare	27.71
100-230-5217.000	PERS Tier 3 (2%@62)	136.70
100-230-5345.000	Contractual Services	356.00
100-230-5755.000	Special Department Supp..	249.58
100-330-5320.000	Sheriff Contract	1,528.07
100-333-5340.139	Professional Services	15.99
100-333-5520.139	Supplies	193.20
100-333-5755.000	Special Department Supp..	58.85
100-335-5205.000	Health Insurance	652.51
100-335-5207.000	Medicare	65.06
100-335-5345.000	Contractual Services	5,338.80
100-335-5710.000	Equipment Maintenance	26.99
100-410-5205.000	Health Insurance	4,770.14
100-410-5207.000	Medicare	227.06
100-410-5217.000	PERS Tier 3 (2%@62)	1,238.86
100-410-5340.000	Professional Services	114.03
100-410-5345.000	Contractual Services	2,704.91
100-410-5410.000	Advertising	265.43
100-410-5415.000	Communications	25.89
100-410-5430.000	Conferences and Meetin...	1,212.41
100-410-5505.000	Office Supplies and Expe...	190.72
100-410-5720.000	Fuel	59.46
100-410-5755.000	Special Department Supp..	52.41
100-440-5345.000	Contractual Services	19,348.01
100-440-5415.000	Communications	1,512.63
100-440-5525.000	Equipment Under \$5k	188.92
100-440-5605.000	Rents and Leases	958.69
100-605-5205.000	Health Insurance	1,727.09
100-605-5207.000	Medicare	111.66
100-605-5216.000	PERS Tier 2 (2%@60)	143.71
100-605-5217.000	PERS Tier 3 (2%@62)	445.89
100-605-5345.000	Contractual Services	8,407.50
100-605-5420.000	Mileage Reimbursement	55.28
100-610-5205.000	Health Insurance	2,840.02
100-610-5207.000	Medicare	116.43
100-610-5216.000	PERS Tier 2 (2%@60)	275.19
100-610-5217.000	PERS Tier 3 (2%@62)	200.83
100-710-5205.000	Health Insurance	4,348.79
100-710-5207.000	Medicare	100.61
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	957.33
100-710-5420.000	Mileage Reimbursement	43.88
100-710-5505.000	Office Supplies and Expe...	60.63
100-710-5705.000	General Maintenance	11,323.13
100-710-5755.000	Special Department Supp..	24.26
100-730-5205.000	Health Insurance	2,171.17
100-730-5207.000	Medicare	206.60
100-730-5215.000	PERS Tier 1 (2.5%@55)	871.14
100-730-5345.000	Contractual Services	11,580.85
100-730-5410.000	Advertising	614.00
100-730-5415.000	Communications	29.40
100-730-5505.000	Office Supplies and Expe...	328.52
100-730-5755.000	Special Department Supp..	99.00

Account Summary

Account Number	Account Name	Payment Amount
100-735-5755.000	Special Department Supp..	43.64
100-735-5755.118	Founder's Day	9,352.46
100-740-5205.000	Health Insurance	4,691.57
100-740-5207.000	Medicare	139.64
100-740-5215.000	PERS Tier 1 (2.5%@55)	276.71
100-740-5216.000	PERS Tier 2 (2%@60)	454.33
100-740-5217.000	PERS Tier 3 (2%@62)	268.50
100-740-5350.000	Tree Trimming Contract	12,585.00
100-740-5405.000	Utilities	3,102.95
100-740-5415.000	Communications	25.89
100-740-5515.000	Uniform Expense	255.54
100-740-5705.000	General Maintenance	580.54
100-740-5710.000	Equipment Maintenance	481.02
100-750-5207.000	Medicare	38.33
100-750-5405.000	Utilities	196.86
100-750-5410.000	Advertising	44.38
100-750-5415.000	Communications	24.29
100-750-5755.000	Special Department Supp..	83.62
205-610-5205.000	Health Insurance	1,721.66
205-610-5207.000	Medicare	77.13
205-610-5217.000	PERS Tier 3 (2%@62)	334.72
205-610-5335.000	Maintenance & License ...	755.55
205-610-5405.000	Utilities	2,047.42
205-610-5705.000	General Maintenance	893.30
205-620-5350.000	Tree Trimming Contract	12,585.00
205-620-5705.000	General Maintenance	119.97
205-810-5806.374	Narbonne South Pipe Re...	3,704.39
209-810-5806.374	Narbonne South Pipe Re...	3,704.39
211-347-5340.000	Professional Services	4,379.73
211-347-5771.000	Infrastructure Projects P...	1,012.50
211-810-5806.359	Downtown Lomita Stor...	67.50
220-340-5205.000	Health Insurance	513.80
220-340-5207.000	Medicare	22.67
220-340-5215.000	PERS Tier 1 (2.5%@55)	79.47
220-340-5216.000	PERS Tier 2 (2%@60)	28.11
220-340-5217.000	PERS Tier 3 (2%@62)	45.77
220-340-5345.000	Contractual Services	498.33
245-720-5405.000	Utilities	159.16
255-760-5345.000	Contractual Services	1,600.00
255-760-5506.000	Sport Supplies	2,430.63
311-810-5806.368	Street Reconstruction - ...	2,160.00
311-810-5806.380	Sidewalk Improvement P...	814.54
510-000-4715.000	Connection Fees	711.80
510-110-5207.000	Medicare	1.11
510-110-5217.000	PERS Tier 3 (2%@62)	2.88
510-125-5205.000	Health Insurance	936.73
510-125-5207.000	Medicare	60.64
510-125-5215.000	PERS Tier 1 (2.5%@55)	123.57
510-125-5216.000	PERS Tier 2 (2%@60)	269.19
510-130-5205.000	Health Insurance	373.94
510-130-5207.000	Medicare	21.69
510-130-5215.000	PERS Tier 1 (2.5%@55)	34.44
510-130-5216.000	PERS Tier 2 (2%@60)	50.59
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	120.88
510-220-5215.000	PERS Tier 1 (2.5%@55)	76.75
510-220-5216.000	PERS Tier 2 (2%@60)	452.35

Account Summary

Account Number	Account Name	Payment Amount
510-220-5217.000	PERS Tier 3 (2%@62)	221.04
510-220-5345.000	Contractual Services	1,018.56
510-220-5505.000	Office Supplies and Expe...	2,921.56
510-230-5205.000	Health Insurance	198.12
510-230-5207.000	Medicare	28.20
510-230-5217.000	PERS Tier 3 (2%@62)	144.65
510-440-5345.000	Contractual Services	5,491.16
510-440-5415.000	Communications	1,023.09
510-630-5205.000	Health Insurance	10,116.06
510-630-5207.000	Medicare	471.46
510-630-5215.000	PERS Tier 1 (2.5%@55)	605.23
510-630-5216.000	PERS Tier 2 (2%@60)	1,009.65
510-630-5217.000	PERS Tier 3 (2%@62)	1,327.80
510-630-5336.000	Permit & Assessment Fe...	153.23
510-630-5338.000	Underground Service Ale...	93.83
510-630-5340.000	Professional Services	2,244.34
510-630-5345.000	Contractual Services	7.50
510-630-5405.000	Utilities	288.02
510-630-5415.000	Communications	76.48
510-630-5435.000	Training and Education	549.92
510-630-5440.000	Water Purchases - MWD	239,709.20
510-630-5443.000	Water Production Supply...	177.43
510-630-5505.000	Office Supplies and Expe...	30.90
510-630-5510.000	Small Tools	8.80
510-630-5705.000	General Maintenance	876.06
510-630-5755.000	Special Department Supp..	97.02
520-840-5821.239	Appian Way Roof	2,760.00
520-840-5821.357	246th-247th-247th Pl - ...	6,240.00
520-840-5821.365	CWPF Upgrades Project	24,665.50
520-840-5821.372	Annual Aged Pipeline R...	6,240.00
520-840-5821.374	Narbonne South Pipe Re...	17,842.82
520-840-5821.377	Second Well Evaluation	14,464.00
610-910-5825.000	Equipment Over \$5k	97,536.57
611-910-5705.000	General Maintenance	566.76
	Grand Total:	723,133.93

Project Account Summary

Project Account Key	Payment Amount
None	640,470.79
205-Narbonne South Pipe Replacement	3,704.39
209-Narbonne South Pipe Replacement	3,704.39
211-810	67.50
246th St., 247th Pl., 247th St.-Western	6,240.00
311-Street Reconstruction-Zone G	2,160.00
520-Narbonne South Pipe Replacement	17,842.82
Annual Aged Pipeline R&R	6,240.00
Appian Way Roof	2,760.00
Cypress Water Production	24,665.50
Second Well Evaluation	14,464.00
Sidewalk Improvement Program	814.54
	Grand Total:
	723,133.93



CITY OF LOMITA CITY COUNCIL REPORT

Item No. 7c

TO: City Council
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: June 20, 2023
SUBJECT: Monthly Report for the Administrative Services Department

RECOMMENDATION

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

BACKGROUND

Accounting Activities:

- Staff participated in LACMTA's FY23 Consolidated Audit Kickoff Workshop
- Conducted Panel Interview for Accountant (Payroll)
- Conducted Finance Committee Meeting
- Staff participated in Harassment Training

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

<i>Journal Entries/Adjustments</i>	8
<i>Payroll Updates/Maintenance Changes</i>	17 / 0 New Hires
<i>Purchase Orders Issued</i>	5
<i>Purchase Orders Paid</i>	16
<i>Invoices Processed for Payment</i>	239
<i>Checks Processed (Demands & Manual)</i>	160
<i>Payroll Checks Processed</i>	172
<i>Business Licenses Issued (New / Renewals)</i>	30/62
<i>Water Utility Bills Mailed/Late Notices Issued</i>	<i>Water Utility Bills Mailed 3934</i>
<i>Service Orders Issued (for Water Accounts)</i>	63

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: June 20, 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 May, Numa Networks assisted with a total of 164 trouble tickets.

Human Resources/Risk Management

The City currently has six (6) open recruitments; Water Service Technician I, Water Service Technician II, and Engineering Intern in the Public Works Department, and Recreation Leader-Parks and Recreation Leader-Receptionist in the Recreation and Facilities Division and Parking Enforcement Supervisor in the City Manager's Department. The Recreation Supervisor recruitment closed on May 8, 2023. Applications are currently being reviewed. The most qualified applicants will be invited to participate in a panel interview.

Shelton Bass accepted the position of Accountant/Payroll, in the Administrative Services Department, and began work on June 1, 2023. Gabriel Maldonado accepted the position of Maintenance Aide, in the Public Works Department, and began work on June 5, 2023.

All City Council members and most management staff attended a 2-hour Harassment Prevention training session on May 11, 2023. Training was conducted by Attorney Shauna Amon with BBKLaw.

Emergency Management

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 took much longer than expected, significantly putting the project behind schedule. The city was granted a one-year extension to complete the project due to this delay. Staff recently reached out to CalOES again to inquire about next steps should the city need to request a budget increase, scope of work change, and/or another time extension related to this project. The City of Los Angeles' permit fees are much higher than originally estimated, labor and material costs have increased, and potholing revealed oily soil requiring staff to consider detouring the original layout. Staff will review and take appropriate measures to comply with grant requirements.

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). On June 7, 2023, staff received notification that FEMA approved the request and awarded Lomita \$72,680 for the project costs and \$3,622 for grant management costs. Staff had the official "kick-off" meeting with CalOES on June 12 and will be working on releasing an RFP in the near future.

Staff held a meeting with the Area G DMAC to conduct a preliminary review of Lomita's Emergency Response. Staff anticipates presenting a summary of our review, efforts, and recommendations related to emergency preparedness and management to the City Council in July.

Staff conducted inventory of the pre-positioned antibiotics and returned the expired medication to the County warehouse in Santa Fe Springs on June 13. Staff is also actively working on completing the After Action Report related to COVID-19 which is required by the state.

Lomita Manor

As COVID restrictions continue to be lifted, the Lomita Manor property management company, HumanGood, has restored several activities that have been previously postponed due to COVID. These activities include Exercise/Chair class, Coloring class, and Seasonal Holiday activities such as the St Patrick's Celebration and Easter Egg Craft. Additional activities that have been added/restored include Bingo, Walking Group and Monthly Celebrations of residents' birthdays with cake. The property management team will continue to explore additional activities for the residents at Lomita Manor. In addition to these activities, Lomita Manor's Recreation room is open to the residents. Two different presentations occurred in the month of May for Lomita Manor Residents. LA County Fire presented on safety preparedness such as earthquakes and fires. Yellow Cab had a presentation on its Dial-A-Ride program's benefits.

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 2023-24, a total of two projects are scheduled to be completed. The new fiscal year will begin next month on July 1st.

Lifeline: The Lifeline program provides emergency response service for a total of 20 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

- Continued work with ECS Imaging regarding Laserfiche repository improvements
- Continued work on agenda management and meeting video streaming project implementation
- Staff attended Laserfiche Conference in Long Beach

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 May

Council Meeting Agenda & Minutes Prepared	5/3
Council Resolutions Adopted & Processed	4
Housing Authority Agenda & Minutes Prepared	1/1
Contracts/Agreements Processed	4
Ordinances Adopted & Published	6
Certificates Prepared	13
Public Records Requests Processed	11
Dial-a-Ride New Cards Issued	8
Dial-a-Ride Payments Processed	30
Dial-a-Ride Assistance-Phone/Counter	73
Administrative Parking Appeals Reviewed & Processed	39
Parking Citations Issued & Processed	891
Parking Citations Assistance – Phone/Counter	81
Planning Commission Meeting Agenda & Minutes Prepared	1/1
Planning Commission Resolutions Processed	2
Public Safety & Traffic Commission Agenda & Minutes Prepared	1/1
Technical Traffic Advisory Committee Agenda & Minutes Prepared	0/0
Scanned & Indexed Documents	33
Water Billing Payments and Assistance- Phone/Counter	134

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENTS

None.

Prepared by:

Gary Sugano

Gary Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: June 20, 2023

SUBJECT: Monthly Report for the Community & Economic Development Department

RECOMMENDATION

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

DISCUSSION

Economic Development

The City of Lomita recently announced grant award winners for our Job Creation and Façade Improvement Programs, and now the projects are coming to life! The Job Creation Program awards up to \$10,000 to fund the creation of a new job and the Façade Improvement Program awards up to \$25,000 for façade improvements. Both programs are fully funded by the American Rescue Plan Act. As of June 1, four businesses are fully approved:

- Corridor Flow; Job Creation award issued May 16
- Offset Coffee; Job Creation award issued May 22
- Burnin Daylight Brewing Company; Facade Improvement award issued May 22
- Still Got It Fitness; Facade Improvement award issued May 23

Planning

- Staff initiated outreach to advise of the updated outdoor dining regulations (**Attachments A & B**).
 - Flyers: placed in lobby & available to Code Enforcement to hand out as needed in the field
 - E-newsletter: 4 publications in May & June
 - Social media: posted on sites in May

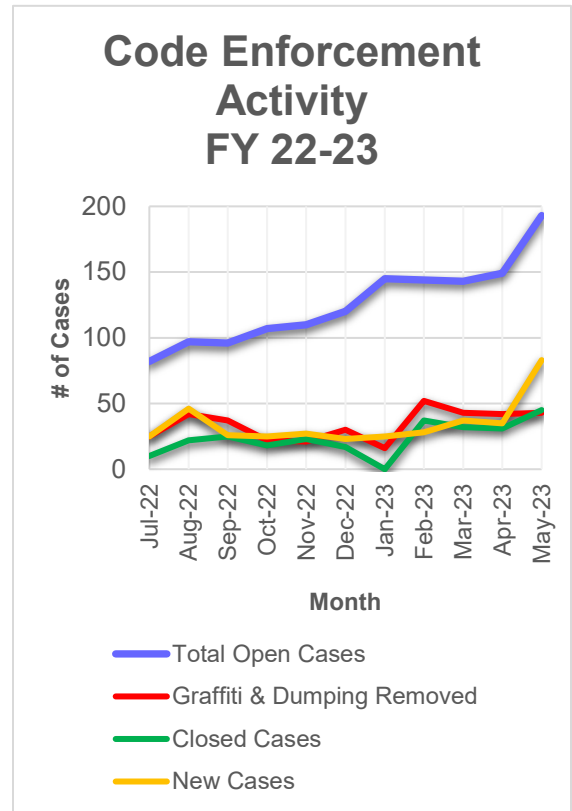
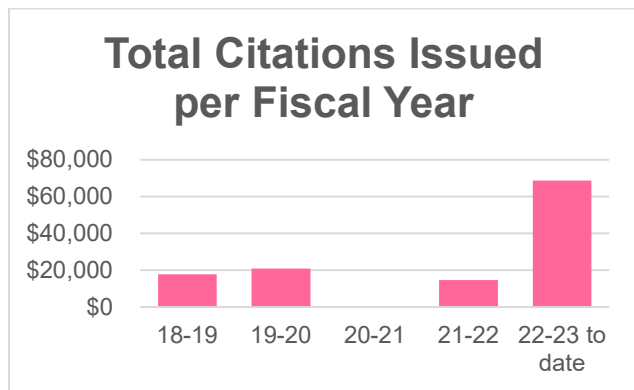
- Physical newsletter: sent for print in June
 - Lomita Chamber Business Meeting: Director attended May 31st with flyers
 - Founder’s Day Weekend: Director attending with flyers
 - E-mail sent to businesses who received prior approval through the COVID-19 allowances
- The Planning Commission voted to approve the following entitlements for **25820 Lucille Avenue** at the May 8, 2023, meeting. The appeal period for each application decision ends June 7, at which point the approval is deemed final and the applicant may apply for building permits.
- site plan amendment to allow:
 - 2 previously unpermitted units totaling 1,658 ft²
 - previously unpermitted expansion of units 204, 205, & 206
 - up to 50% of ground floor space for service uses
 - a variance to remove the loading zone requirement
 - a minor conditional use permit for a shared parking arrangement
- 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 Specific Plan update	Adopted; in effect Feb. 16, 2023		
Low-Barrier Navigation Centers	Adopted; in effect April 20, 2023		
Supportive Housing update	Adopted; in effect April 20, 2023		
Transitional Housing update	Adopted; in effect April 20, 2023		
Employee Housing	Adopted; in effect April 20, 2023		
Reasonable Accommodation update	Adopted; in effect April 20, 2023		
Covered Parking	Adopted; in effect April 20, 2023		
Emergency Shelter Parking	Adopted; in effect April 20, 2023		
Substandard Living Conditions	Adopted; in effect April 20, 2023		
Unused Zoning Districts clean-up	Adopted; in effect April 20, 2023		
Designated Parking, Signage	Adopted; in effect May 18, 2023		
Massage clean-up	Adopted; in effect June 1, 2023		
Outdoor Dining update	Adopted; in effect June 15, 2023		
Lot Design clean-up for consistency with adopted Ord. No. 839	Adopted; in effect June 15, 2023		
Chickens update	Adopted; in effect June 15, 2023		
ADU update	Dec. 2022	May 2023	June 2023
Murals	March 2023	July 2023	Aug. 2023
Clean-Up to Add Missing Permitted Uses within Commercial Zones	n/a	July 2023	Aug. 2023

- This spring, staff completed outreach via the physical and printed newsletters to educate residents about the health & safety importance of clear addresses on structures. This summer, staff will affix door hangers while in the field when appropriate (**Attachment C**).
- Staff met with multiple property owners and developers and completed review of residential and commercial building permits, solar, wireless facilities, business licenses, and Residential Property Reports.

Code Enforcement

The addition of a part-time contract Code Enforcement officer in February to augment the full-time officer’s efforts yielded a significant increase in citywide code compliance, including enforcement of illegal dumping and graffiti as shown in the charts.



OPTIONS

None. Information only. Receive and file.

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



Updated Outdoor Dining Standards



Purpose

To encourage outdoor dining that is safe and compatible with surrounding land uses in a post-pandemic Lomita.

Permits

- Encroachment Permit required for outdoor dining on public property
- Site Plan Review and/or Conditional Use Permit amendment may be required to expand operations on private property

SCAN TO APPLY



Standards



- Outdoor dining area should not interfere with visibility, vehicular or pedestrian mobility, or access to public facilities
- Dining area should be located adjacent to business and there should still be a minimum cleared sidewalk width of 6'



- 1 space of off-street parking required per 150 sq. ft. of outdoor dining area
- For dining in the public right-of-way, dining infrastructure should be temporary, such that tables and chairs can be moved daily



- Design, quality, colors, & materials for outdoor space should match the connected building
- Umbrellas permitted as long as they do not contain advertising



- Outdoor heaters permitted with standards
- Outdoor cooking & live music requires a Special Event Permit
- Must comply with City's noise limits



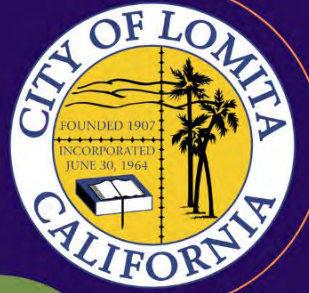
- Temporary tents are no longer permitted
- Permitted at businesses with a full kitchen



**For more details, please see
Lomita Municipal Code Sec. 11-1.68.06**

**Further questions?
dutyplanner@lomitacity.com**

Updated Outdoor Dining Standards



Enforcement begins July

Encouraging outdoor dining that is safe & compatible with surrounding land uses in a post-pandemic Lomita



Permitted Dining Options




- Encroachment Permit required for outdoor dining on public property
- Site Plan Review and/or Conditional Use Permit amendment may be required to expand operations on private property
- Outdoor cooking/live music requires Special Event Permit
- Must comply with City's noise limits
- Dining area should not interfere with visibility, mobility, or access to public facilities
- Dining area located adjacent to business with a minimum 6' sidewalk width
- 1 off-street parking space per 150 ft² dining area
- Permitted at businesses with a full kitchen
- Dining infrastructure within public right-of-way shall be movable
- Design, quality, colors, and materials for outdoor space should match the connecting building
- Umbrellas are permitted without advertising
- Outdoor heaters are permitted with standards
- Temporary tents no longer permitted




To apply: LomitaCA.viewpointcloud.com

For details, please see Lomita Municipal Code Sec. 11-1.68.06

Further questions? dutyplanner@lomitacity.com



**CLEARLY POSTED
STREET ADDRESSES
CRITICAL FOR
EMERGENCY
PERSONNEL**




318 36 3525

Street addresses on homes, apartments, and commercial buildings are extremely important to police and fire personnel during times of emergencies. When every second counts, having address numbers visible from the street fronting the property is critical. Police, firefighters, and paramedics depend on this identification when responding to requests for aid. In addition, crime watch groups can easily identify where criminal activity is taking place and be more helpful to police.

Street numbers should be...

- At least four inches in height
- A contrasting color to the background
- Not be blocked by plants, shrubs or other obstructions

For more information, scan this QR code:



8634 555



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: June 20, 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

- Summer newsletter has been mailed out to residents.
- Staff is working on Fall Recreation Newsletter.
- Summer sign-ups for non-residents starting on June 1.
- Weekly rentals have increased for end of year school celebrations.
- Staff held its annual Memorial Day Ceremony on May 29, 2023, with a solid turnout.
- Staff assisted in this year's "Follow Me, I am Gang and Drug Free" Walk held on June 2nd with 347 5th graders.
- The Night at the Museum was a big success with approximately 200 guests.
- Staff are out promoting this year's Founders Day weekend.
- Founders Day planning and meetings have begun and are on track for success.
- Staff are gearing up for summer camps, teen programs, and movies under the stars.

YOUTH SPORTS

- Youth Soccer is ongoing and ends on June 17. There are 333 children enrolled on 24 teams

ADULT SPORTS

- Men's Basketball leagues to resume in July.
- Soccer leagues begin in July.

PROGRAM REGISTRATIONS

- Summer registrations begin May 15 for residents and June 1st for non-residents.

MAINTENANCE AND FACILITIES

- Repaired switch at exterior light post next to flagpole at front of City Hall.
- Replaced a Flowise elongated toilet in the women's restroom 1st floor at City Hall.
- Installed new partitions for the women's restroom 1st floor at City Hall.
- Replaced all 5 AED pads. (3) Lomita Park, (1) City Hall, and (1) at the Railroad Museum.
- Scheduling a major servicing for the emergency generator
- Assisting the fiber optic contractor at Lomita Park and City Hall
- Replace photocells that control the exterior lighting in the foyer at the entrance of City Hall.
- Purchased and installed 3 new cameras (2) in the interior of the Tom Rico Center and (1) on the exterior of the southside of the Marc Fosnaugh Gymnasium.
- The sewer drains were cleared out in the exterior women's restrooms at the Stephenson Center at Lomita Park.
- Replaced 2 angle stops to the lavatory sink at the City Yard restroom.
- Staff replaced the outdoor flags in front of City Hall. The flags were also replaced at Veteran's Park.

PROJECTS COMPLETED:

- Continued participating in Capital Improvement Project planning sessions with Public Works Department.
- Provided input, data, and information for Request for Proposals for Railroad Museum and Tom Rico Center roofing and rehabilitation projects.
- Completed multiple administrative functions to support youth soccer program.
- Conducted on-site weekend supervision for youth soccer program.
- Trained part-time staff to organize and oversee youth sports programs.
- Completed grant applications for a Los Angeles County Supervisor Fourth District. Discretionary Grant for Founder's Day Entertainment.
- Completed marketing materials for Lomita Park Basketball Camp.
- Completed Prop 68 progress report.

PROJECTS IN PROGRESS:

- Continuing to oversee youth soccer supervision and training/mentoring part-time staff.
- Researching project funding options for Irene Lewis Park project. Explored combining funding from the LWCF Competitive Program and LA County Measure A Program. Provided additional information to assist Senior Civil Engineer in developing request for proposals for park design.

- Developing site plans to install tables and benches for Hathaway and Lomita Parks. Tables to be installed on June 14th.
- Monitoring information regarding updates and meetings pertaining to the City's allotment from LA County Measure A.
- Developing agenda and determining staffing needs 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. 7g**
FROM: Ryan Smoot, City Manager
PREPARED BY: Carla Dillon, P.E., Director of Public Works
MEETING DATE: June 20, 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. The State's Division of Drinking Water (DDW) and the Los Angeles Regional Water Quality Control Board (RWQCB) have been investigating possible sources of benzene, and information is available at <https://www.lomitawater.com/news/>.

In May 2023, 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 May 2023, the City imported 160.5 acre-feet from West Basin MWD. Monthly water reports can be found at www.lomitawater.com/oversight/water-quality-reports/.

The City resumed its water tours at the Cypress Water Production Facility in Summer of 2022 after a two-year hiatus. A tour was hosted on May 13th for 6 community members. Residents who are interested in touring the facility may sign up for a monthly tour at <https://www.lomitawater.com/water-tours/>.

In May, the annual Consumer Confidence Report (CCR) for 2022 was completed and posted on-line at <https://www.lomitawater.com/ccr2022/>. This report provides water system information to customers about water quality and is required by the state's Division of Drinking Water. Customers were alerted to the availability of the report through their water bill, newsletters, and social media.

The electronic Annual Report (eAR) is an extensive annual report required of water systems through an on-line portal. The report covers many topic areas including service population, connections and types, sources of water, charges, revenue, backflow testing, staff certifications, CIP projects, complaints, and distribution system, among others. The eAR was completed by staff and submitted by the May 11 due date.

Water Division Performance Measures:

Main Breaks/Leak Repairs	1
Service Connection Breaks/Leaks	2
Water Outages	1
Water Service Requests	40
USA Dig-Alert Tickets	84
Dead-end Fire Hydrant Flushing	8
Meter Maintenance	8
Inspection of Water Facilities	Daily
Water Quality Complaints	1

Engineering/PW Administration Division Updates

CIP Update

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 continue 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).

Progress	As of May 31, 2023
Percent Project completion	98%
Overall Project, invoiced/approved	\$4,324,971
Overall Project budget (approved contracts)	\$4,835,131

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 G

This project consists of overlaying and reconstructing certain streets in Zones G (just north and south of Lomita Boulevard and east of Eshelman Avenue), 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.

The design of the project was awarded to David Evans and Associates (DEA) in July 2022 and is scheduled to be completed in 2023, and construction is programmed for Spring-Summer 2024. Extensive field investigation and sampling have taken place to evaluate the road condition on the 17 streets included in this project. The City has received these technical reports. In addition, DEA is identifying ramps that need upgrades in the project zone, and they are working on detailed design, which is expected in July 2023.

Progress	As of May 31, 2023
Percent Project completion	20% (of design)
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 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. The permit fees for Lomita to work in the City of Los Angeles’ Right-of-Way is approximately \$316,000. Lomita staff is exploring options to reduce this fee.

Onward Engineering has completed one round of potholing. A second round of potholing will be completed in June as a pipeline was identified that would conflict with the planned alignment. Following this, the final design will be resubmitted to the City for final review.

Progress	As of May 31, 2023
Percent Project completion	85% (of design)
Overall Project, invoiced/approved	\$102,248
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 June 2023. Construction of the project was scheduled for Summer 2023; however, this timeline will be reconsidered due to circumstances described below.

For the month of May 2023, AEPC Group addressed comments from the City and delivered the 100% final design package for the project. Due to the long lead time for

generators (~60 weeks), AEPC Group has investigated 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. Quotes for rental generators and quotes for the procurement of the final generator, to be owned by the City, have been received.

Progress	As of May 31, 2023
Percent Project completion	95% (of design)
Overall Project, invoiced/approved	\$52,030
Overall Project budget	\$76,365

Narbonne Avenue Water Replacement and Street Rehabilitation Project

This project consists of constructing approximately 1,600 linear feet of PVC water pipeline on Narbonne Avenue from PCH to the southern end of the City of Lomita. Per the proposed 2015 Water Master Plan, the proposed watermain will be a new 8-inch PVC water main to provide improved flow, pressure, and fire protection. This new water main will replace the existing 1928 6-inch and 8-inch water mains.

Design of the project was awarded to David Evans and Associates in December 2022 and is scheduled to submit a 60% preliminary design package to the City in June 2023. David Evans and Associates are investigating the current condition of the pavement prior to the 60% submittal. The final PS&E is scheduled to be completed in the third quarter of 2023.

Progress	As of May 31, 2023
Percent Project completion	10% (of design)
Overall Project, invoiced/approved	\$0
Overall Project budget	\$199,940

New Groundwater Well Feasibility Study

The purpose of this study is to identify preliminary locations where construction of a new groundwater well is feasible. The installation of a new well would 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, and in its last year of normal operations, CY 2018, Well No. 5 only produced 561 ac-ft of groundwater.

In February 2023, this study was awarded to Stetson Engineering, Inc, who is currently acquiring and reviewing data. A preliminary report is expected to be submitted in June. The study and final report are scheduled to be completed in July 2023.

Progress	As of May 31, 2023
Percent Project completion	35%
Overall Project, invoiced/approved	\$29,682.75
Overall Project budget	\$63,135

Appian Way Pump Station Roof Project

This project will consist of designing and constructing a new roof for the Appian Way Pump Station. The design contract has been awarded to Tetra Tech, Inc. and the team has begun field investigations.

Stephenson Center Maintenance Project

This project consists of design and construction for upgrades to the restroom facilities as well as restoration/replacement of the three-level roof at The Stephenson Center in Lomita Park and upgrades to the men’s and women’s restrooms. The Project design has been awarded to BOA Architecture, and work will begin soon.

Encroachment Permit Review/Approval

For the month of May 2023, staff received and reviewed 18 encroachment permit applications from various utility companies, contractors, and residents. Permits were issued to 15 applicants. Public Works now has an on-line portal for encroachment permitting, available at <https://lomitaca.viewpointcloud.com/categories/1081>.

Public Safety and Traffic

Public Safety and Traffic Commission (PS&TC) met in May. Staff provided updated on the CIP projects including the Traffic Calming Project. The PS&TC also discussed the “Follow Me, I’m Drug and Gang-Free” Walk, and judged poster submissions. New Commissioner Jessiqa Pace was provided PS&TC information and welcomed.

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

The Streets and Trees Division provided maintenance to Palos Verdes Drive North every working Friday, hung street banners, provided weed control to PCH and Lomita Blvd around the planters and medians, cleaned up debris and provided weed control to five alleys, and provided weed control on Narbonne Ave.

Parks Division:

Mowed Park Grounds, number of times	24
Playground Safety Inspections	12
Raised Median/Planter Weeding	33
Park Grounds Fertilize	4
Museum/City Hall Grounds Maintenance	4
Sprinkler Repair/Replacement	18
Trimmed Hedges/Trees (City grounds)	17

Streets and Trees Division:

Trees Trimmed (by Crew)	43
Trees Trimmed (by Contractor)	113
Trees/Stumps Removed	2
Graffiti Locations Cleaned	74
Sidewalk Maintenance	232
Curb/Gutter Maintenance	30
City Drains Cleaned	41
Street Signs Replaced or Repaired	12
Potholes Filled / Patches	63
New work order requests	4
Backlog of work orders	3
Total Trees Planted	0

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. 7h**
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: June 20, 2023
SUBJECT: April 2023 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 summarizes the investment activity for the month and distribution by type of investment, held by the City. The second and third page lists all investments with original maturities exceeding one year as of the month ended April 30, 2023. The fourth 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.

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.

10.70% 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 April 30, 2023.

Staff will continue to monitor recent events in the banking industry to safeguard assets held at various banks.

OPTIONS:

None, information only.

FISCAL IMPACT

None.

ATTACHMENT

1. Treasury and Investment Report for April 2023

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

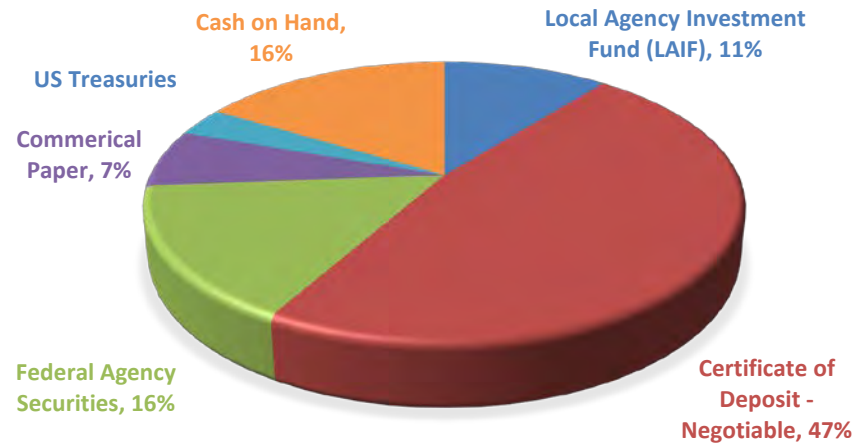


City of Lomita Investment Portfolio Report April 30, 2023

Attachment No 1

Summary of Cash & Investments	Distribution of Cash & Investments				Gain (Loss) on
	Invesments	Book Value	Market Value*	Interest Earned	Investment
Local Agency Investment Fund (LAIF)	10.70%	3,251,193.56	3,251,193.56	21,763.48	0.00
Certificate of Deposit - Negotiable	47.49%	14,431,000.00	13,717,064.78	28,559.58	0.00
Federal Agency Securities	15.63%	4,750,000.00	4,490,217.50	6,193.75	0.00
Commerical Paper	6.58%	2,000,000.00	1,729,620.00	0.00	0.00
US Treasuries	3.29%	1,000,000.00	990,310.00	0.00	0.00
Total Pooled Investments	83.69%	25,432,193.56	24,178,405.84	56,516.81	0.00
City of Lomita General Account DDA	16.31%	4,954,581.87	4,954,581.87	0.00	0.00
Total Cash	16.31%	4,954,581.87	4,954,581.87	0.00	0.00
Total Cash & Investments	100.00%	30,386,775.43	29,132,987.71	56,516.81	0.00

City of Lomita Distribution of Pooled Cash



Month to Date & Fiscal Year to Date Interest Earned/ Gain (Loss) on Total Investments

	<u>MTD</u>	<u>YTD</u>
Jul-22	9,063.33	9,063.33
Aug-22	23,738.87	32,802.20
Sep-22	47,967.12	80,769.32
Oct-22	27,178.53	107,947.85
Nov-22	24,490.25	132,438.10
Dec-22	29,003.15	161,441.25
Jan-23	44,965.12	206,406.37
Feb-23	38,269.54	244,675.91
Mar-23	42,610.25	287,286.16
Apr-23	56,516.81	343,802.97
May-23	-	343,802.97
Jun-23	-	343,802.97
	343,802.97	343,802.97

*The Governmental Accounting Standards Board (GASB) has established Statement No. 31 for setting investment valuation standards. We report the unrealized gain/(loss) monthly and book realized gain/(loss) at year end as a GASB 31 requirement.

GASB 31 is a reporting requirement that reports the "Fair Value" of investments held in our portfolio. Fair value is the amount at which a financial instrument (investment) could be exchanged in a current transaction between willing parties at current market prices. It is important to understand the relationship between prevailing interest rates and fixed coupon investments. As market interest rates fall, the "Fair Value" of held securities will rise (unrealized Gains). The opposite occurs as market interest rates rise (market prices of held investments will fall). It should be noted that investments held in the city pool are to be held until maturity so both gains and losses (unrealized) will not be taken.



**City of Lomita
Investment Portfolio Report April 30, 2023**

Account/ Investment Title & Description	Account # CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Local Agency Investment Fund (LAIF)													
City of Lomita	XX-XX-469		N/A	2.870%	3,229,430.08	3,229,430.08	21,763.48		-	3,251,193.56	3,251,193.56	21,763.48	-
Sub Total / Average				2.870%	3,229,430.08	3,229,430.08	21,763.48	-	-	3,251,193.56	3,251,193.56	21,763.48	-
Certificate of Deposit - Negotiable													
PCSB Bank	69324MAL9	02/21/20	02/21/24	1.650%	248,000.00	240,502.96	-	-	1,108.56	241,611.52	248,000.00	347.54	
Third Federal S & L Assn	88413QDA3	08/13/21	08/13/24	0.500%	249,000.00	234,129.72	-	-	1,232.55	235,362.27	249,000.00		
Raymond James Bank NA	75472RBB6	02/14/20	02/14/25	1.750%	248,000.00	233,844.16	-	-	543.12	234,387.28	248,000.00		
Liberty Federal Credit Union	53052LAP4	03/24/23	03/24/25	5.350%	248,000.00	249,855.04	-	-	(225.68)	249,629.36	248,000.00		
Lafayette FCU	50625LAY9	03/31/22	03/31/25	2.200%	249,000.00	235,987.26	-	-	303.78	236,291.04	249,000.00	465.25	
Direct Federal Credit Union	25460FDZ6	02/01/23	05/01/25	4.700%	248,000.00	246,794.72	-	-	(210.80)	246,583.92	248,000.00	989.96	
JPMorgan Chase Bank NA	48128WCJ2	12/03/21	05/16/25	0.800%	248,000.00	227,460.64	-	-	468.72	227,929.36	248,000.00		
Institution for Savings Newburyport MA	45780PBL8	05/20/22	05/20/25	3.100%	247,000.00	237,791.84	-	-	61.75	237,853.59	247,000.00	650.32	
Axiom Bank Maitland FL	05464LBR1	11/30/21	06/13/25	0.700%	249,000.00	226,980.93	-	-	480.57	227,461.50	249,000.00	148.04	
Bank of Princeton	064520BE8	06/26/20	06/26/25	0.600%	210,000.00	190,728.30	-	-	413.70	191,142.00	210,000.00	107.01	
Flushing Bank	34387AFF1	11/04/22	11/04/25	4.700%	249,000.00	247,665.36	-	-	(276.39)	247,388.97	249,000.00	993.95	
BankUnited NA	066519RX9	12/08/21	12/08/25	1.250%	248,000.00	223,656.32	-	-	1,869.92	225,526.24	248,000.00		
USAlliance FCU	90352RCD5	01/28/22	01/28/26	1.350%	249,000.00	227,844.46	-	-	(2,834.37)	225,010.10	249,000.00		
Liberty First Credit Union	530520AF2	02/03/23	02/03/26	4.400%	249,000.00	246,313.29	-	-	(276.39)	246,036.90	249,000.00	951.66	
Truiliant	89789AAH0	03/22/23	03/23/26	5.150%	248,000.00	249,708.72	-	-	(404.24)	249,304.48	248,000.00	1,084.75	
Pentagon FCU	70962LBK7	03/28/22	03/30/26	2.050%	249,000.00	229,236.87	-	-	129.48	229,366.35	249,000.00	433.53	
Kansas State Bank	50116CCV9	03/31/22	03/31/26	2.300%	249,000.00	230,972.40	-	-	84.66	231,057.06	249,000.00	476.45	
Nelnet Bank	64034KAC5	04/15/21	04/15/26	0.700%	248,000.00	218,889.76	-	-	295.12	219,184.88	248,000.00	865.62	
Community West Bank NA	20415QHQ5	04/23/21	04/23/26	0.700%	248,000.00	218,416.08	-	-	376.96	218,793.04	248,000.00	147.44	
State BK India New York NY	856285VS7	05/19/21	05/19/26	1.000%	247,000.00	219,291.54	-	-	368.03	219,659.57	247,000.00		
Toyota Financial Savings Bank	89235MLD1	07/22/21	07/22/26	0.950%	248,000.00	218,329.28	-	-	496.00	218,825.28	248,000.00		
Medallion BK Salt Lake City	58404DLD1	07/30/21	07/30/26	0.800%	248,000.00	217,012.40	-	-	535.68	217,548.08	248,000.00		
Sallie Mae Bank	795451AK9	08/11/21	08/11/26	1.100%	248,000.00	219,006.32	-	-	513.36	219,519.68	248,000.00		
Metro Credit Union	59161YAN6	02/18/22	08/18/26	1.600%	249,000.00	223,382.88	-	-	450.69	223,833.57	249,000.00	338.37	
Texas Exchange Bank	88241TML1	11/26/21	11/27/26	1.200%	249,000.00	218,128.98	-	-	749.49	218,878.47	249,000.00	253.78	
Beal Bank USA	07371CH69	03/02/22	02/24/27	2.050%	248,000.00	222,956.96	-	-	838.24	223,795.20	248,000.00		
Capital One Bank USA NA	14042TFP7	04/27/22	04/27/27	2.900%	248,000.00	229,769.52	-	-	813.44	230,582.96	248,000.00	3,586.15	
Morgan Stanley Bank	61773TDN0	04/29/22	04/29/27	3.000%	246,000.00	228,836.58	-	-	829.02	229,665.60	246,000.00		
Discover Bank	254673G83	06/14/22	06/14/27	3.150%	246,000.00	229,773.84	-	-	733.08	230,506.92	246,000.00		
The Dart Bank	237412AN1	06/08/22	06/15/27	3.250%	249,000.00	233,435.01	-	-	724.59	234,159.60	249,000.00	687.31	
Forbright Bank	34520LAT0	11/02/22	11/02/27	4.600%	249,000.00	246,188.79	-	-	293.82	246,482.61	249,000.00	972.81	
Alliant Credit Union	01882MAC6	12/30/22	12/30/27	5.000%	248,000.00	249,430.96	-	-	121.52	249,552.48	248,000.00	1,053.15	
First Technology Federal	33715LEL0	02/03/23	02/03/28	5.000%	248,000.00	248,111.60	-	-	146.32	248,257.92	248,000.00	1,053.15	
Alaska USA Federal Credit Union	011852AE0	03/08/23	03/08/28	4.600%	249,000.00	246,265.98	-	-	42.33	246,308.31	249,000.00	972.81	
Central Valley Community Bank	15568PAL0	03/31/23	03/31/28	5.300%	248,000.00	248,456.32	-	-	19.84	248,476.16	248,000.00	1,080.33	
Pacific Western Bank	69506YYD5	04/05/23	04/05/28	5.650%			243,000.00	-	1,922.13	244,922.13	243,000.00		
Goldman Sachs Bank USA	38148PN52	05/30/18	05/30/23	3.250%	245,000.00	244,287.05	-	-	335.65	244,622.70	245,000.00		
Austin TelCo FCU	052392BK2	08/12/22	08/11/23	3.200%	249,000.00	247,361.58	-	-	380.97	247,742.55	249,000.00	676.73	
General Electric Credit Union	369674CG 9	01/30/23	01/30/24	5.000%	248,000.00	247,727.20	-	-	367.04	248,094.24	248,000.00		
Grow Financial Federal Credit Union	39981MAC6	03/24/23	03/25/24	5.350%	248,000.00	248,567.92	-	-	471.20	249,039.12	248,000.00	1,126.87	
Wells Fargo Bank	949763ZA7	04/18/19	04/10/24	2.850%	245,000.00	239,480.15	-	-	923.65	240,403.80	245,000.00	593.03	
Live Oak Bkg Co	538036HY3	02/12/20	08/12/24	1.700%	245,000.00	234,180.80	-	-	1,021.65	235,202.45	245,000.00	353.74	
Capital One Natl Assn	14042RNE7	08/23/19	08/21/24	2.000%	245,000.00	235,045.65	-	-	940.80	235,986.45	245,000.00		
Morgan Stanley Private Bk Natl Assn	61760AX53	09/05/19	09/05/24	1.900%	100,000.00	95,692.00	-	-	380.00	96,072.00	100,000.00		
Synchrony Bank	87165FF58	11/30/21	11/29/24	0.850%	245,000.00	228,839.80	-	-	923.65	229,763.45	245,000.00		
Workers Federal Credit Union	98138MBC3	01/27/23	01/27/25	4.700%	249,000.00	247,794.84	-	-	92.13	247,886.97	249,000.00	993.95	
Enerbank USA Salt	29278TMZ0	02/14/20	02/14/25	1.650%	245,000.00	230,486.20	-	-	561.05	231,047.25	245,000.00	343.34	
Merrick Bank	59013KQE9	11/30/21	05/30/25	0.900%	245,000.00	224,694.40	-	-	441.00	225,135.40	245,000.00		
Spokane Teachers Credit Union	849061AA4	11/23/22	11/24/25	5.000%	248,000.00	248,508.40	-	-	(337.28)	248,171.12	248,000.00	1,053.15	



**City of Lomita
Investment Portfolio Report April 30, 2023**

Account/ Investment Title & Description	Account # CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Eaglemark Savings Bank	27004PBD4	04/07/21	04/07/26	0.700%	245,000.00	216,440.35	-	-	284.20	216,724.55	245,000.00	855.15	
Greenstate Credit Union	39573LBL1	06/16/21	06/16/26	0.900%	249,000.00	219,438.72	-	-	438.24	219,876.96	249,000.00	190.33	
UBS Bk USA Salt Lake	90348JQ29	07/14/21	07/14/26	0.900%	249,000.00	218,768.91	-	-	493.02	219,261.93	249,000.00	190.33	
Bank of Frankewing	06221LAE3	11/09/22	11/09/26	4.950%	248,000.00	247,950.40	-	-	14.88	247,965.28	248,000.00	1,042.62	
Baxter Credit Union	07181JAU8	11/22/22	11/23/26	5.000%	248,000.00	248,734.08	-	-	136.40	248,870.48	248,000.00	1,053.15	
Celtic Bank	15118RZT7	11/30/22	11/30/26	4.800%	249,000.00	248,071.23	-	-	186.75	248,257.98	249,000.00		
Dept of Commerce Federal CU	24951TAT2	05/13/22	05/13/27	3.250%	249,000.00	233,674.05	-	-	774.39	234,448.44	249,000.00	687.31	
BMO Harris Bank NA	05600XFW5	06/15/22	06/15/27	3.300%	249,000.00	233,873.25	-	-	719.61	234,592.86	249,000.00	697.88	
Numerica Credit Union	67054NBC6	11/04/22	11/04/27	4.950%	248,000.00	248,768.80	-	-	235.60	249,004.40	248,000.00	1,042.62	
University Bk Ann	914098DQ8	04/03/23	04/03/28	4.850%			248,000.00	-	-	248,000.00	248,000.00		
Sub Total / Average				2.831%	13,940,000.00	13,203,541.57	491,000.00	-	22,523.20	13,717,064.78	14,431,000.00	28,559.58	-
Federal Agency Securities													
Federal Home LN BKS	3130APXC4	12/10/21	12/10/24	1.100%	1,000,000.00	947,210.00	-	-	(2,340.00)	944,870.00	1,000,000.00		
Federal Home LN BKS	3130ALMM3	03/30/21	03/30/26	1.000%	250,000.00	227,287.50	-	-	727.50	228,015.00	250,000.00		-
Federal Home LN BKS	3130AR2B6	03/08/22	03/08/27	2.375%	500,000.00	468,845.00	-	-	(935.00)	467,910.00	500,000.00		
Federal Home LN BKS	3130ARDY4	03/29/22	03/29/27	2.500%	500,000.00	470,320.00	-	-	(955.00)	469,365.00	500,000.00		
Federal Home LN BKS	3130ARGQ8	04/14/22	04/14/27	2.875%	250,000.00	237,807.50	-	-	(490.00)	237,317.50	250,000.00	3,593.75	
Federal Home LN BKS	3130ASD22	06/29/22	06/29/27	3.590%	250,000.00	241,685.00	-	-	(600.00)	241,085.00	250,000.00		
Federal Home LN MTG	3134GXL28	08/17/22	08/17/27	4.150%	250,000.00	243,082.50	-	-	660.00	243,742.50	250,000.00		
Federal Home LN MTG	3134GXQ23	08/25/22	08/25/27	4.250%	250,000.00	244,890.00	-	-	(657.50)	244,232.50	250,000.00		
Federal Home LN MTG	3134GY3F7	11/22/22	11/22/27	5.125%	250,000.00	251,280.00	-	-	(1,190.00)	250,090.00	250,000.00		
Federal Home LN MTG	3134GYF31	01/30/23	01/27/28	5.100%	250,000.00	247,947.50	-	-	(777.50)	247,170.00	250,000.00		
Federal Farm Credit Bank	3133ENC00	11/30/21	10/27/25	1.040%	500,000.00	463,115.00	-	-	(405.00)	462,710.00	500,000.00	2,600.00	
Federal Farm Credit Bank	3133EMB76	05/26/21	05/26/26	0.950%	500,000.00	453,990.00	-	-	(280.00)	453,710.00	500,000.00		-
Sub Total / Average				2.838%	4,750,000.00	4,497,460.00	-	-	(7,242.50)	4,490,217.50	4,750,000.00	6,193.75	-
Commercial Paper													
Bank of America Corp A2	06048WM31	05/28/21	05/28/26	1.250%	1,000,000.00	861,640.00	-	-	10,600.00	872,240.00	1,000,000.00		
Goldman Sachs Corp A2	38150AFK6	04/30/21	04/30/26	1.550%	500,000.00	445,600.00	-	-	1,855.00	447,455.00	500,000.00		
JPMorgan Chase & Co	48128G4R8	08/17/21	08/17/26	1.150%	500,000.00	407,480.00	-	-	2,445.00	409,925.00	500,000.00		
Sub Total / Average				1.317%	2,000,000.00	1,714,720.00	-	-	14,900.00	1,729,620.00	2,000,000.00	-	-
U.S. Treasuries													
US Treasury Note	06048WM31	07/28/22	07/31/23	1.250%	1,000,000.00	988,360.00	-	-	1,950.00	990,310.00	1,000,000.00		
Sub Total / Average				1.250%	1,000,000.00	988,360.00	-	-	1,950.00	990,310.00	1,000,000.00	-	-
Total / Average - Investments				2.22%	24,919,430.08	23,633,511.65	512,763.48	-	32,130.70	24,178,405.84	25,432,193.56	56,516.81	-
Demand Deposit Account (DDA)													
Pacific Western - General Account (Outstanding Checks)	XXXX259	N/A	N/A	0.000%	4,982,359.87 (27,778.00)	N/A N/A	N/A N/A	N/A N/A	N/A N/A	4,982,359.87 (27,778.00)	4,982,359.87 (27,778.00)	N/A N/A	N/A N/A
Sub Total / Average				0.000%	4,954,581.87					4,954,581.87	4,954,581.87	-	-
Total / Cash & Investments					29,874,011.95	23,633,511.65	512,763.48	-	32,130.70	29,132,987.71	30,386,775.43	56,516.81	-



City of Lomita Investment Portfolio Report April 30, 2023

Previous Balance	\$	3,365,116.79
Deposits		3,098,727.77
Disbursements		(1,478,728.29)
Adjustments		(2,756.40)
Current Balance		4,982,359.87

GENERAL LEDGER CASH BALANCES		
General Fund - City Operations		
General Fund - City Operations including LAIF and Investments	100	8,866,138.94
Sub Total - General Fund - City Operations including LAIF and Investments		8,866,138.94
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	1,097,401.48
Measure R Local Fund - Street Projects	207	645,690.58
Measure R Highway Fund - Street Projects	208	(106,536.84)
Measure M Fund - Street Projects	209	657,844.12
Economic Stabilization	210	500,000.00
Measure W Fund - Safe Clean Water Program	211	217,769.61
American Rescue Plan	212	3,400,324.00
CDBG Fund - Housing Programs	215	(1,664.26)
Proposition A Fund - Transportation Projects	220	500,908.58
Proposition C Fund - Transportation Projects	225	2,319,157.28
Transportation Development Act Article 3- Transportation Projects	230	(13,537.51)
Air Quality Fund - Air Quality Projects	235	56,360.36
Landscape Maintenance Fund - Landscape Maintenance District	245	9,730.37
Park Facilities Fee Fund - Quimby Funds	250	453,893.07
Park Athletic Fund - Park Athlete Programs	255	98,313.72
Park Grant Fund - Park Improvement Programs	257	(0.06)
Lomita Manor Fund - Federal Housing Program	260	197,505.04
CA Law Enf. Equip. Program (CLEEP) Fund - Public Safety Equip.	276	6,221.38
Sub Total - Special Revenue Funds		12,556,261.94
Capital Improvement Funds		
Capital Improvement Fund - Capital Improvement Projects	310	184,572.79
Street Improvement Fund - Street Improvement Projects	311	1,218,857.54
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		1,806,919.03



City of Lomita Investment Portfolio Report April 30, 2023

Previous Balance	\$	3,365,116.79
Deposits		3,098,727.77
Disbursements		(1,478,728.29)
Adjustments		(2,756.40)
Current Balance		4,982,359.87

Proprietary Funds		
Water Operations Fund - Water Operations	510	3,965,937.51
Water Capital Fund - Water Capital Projects	520	686,119.91
Rate Stabilization - Cypress Reservoir Bond	530	125,000.00
Internal Service Fund - Equipment Replacement	610	1,185,275.47
PK Equipment Replacement Fund	611	674,291.71
Sewer Replacement Fund	612	500,000.00
Sub Total - Proprietary Funds		7,136,624.60
Trust and Agency Funds		
Museum Foundation Fund - Railroad Museum Programs	720	21,240.67
Tom Rico Memorial Fund - Park Program Scholarships	730	(409.75)
Sub Total - Trust & Agency Funds		20,830.92
Total		30,386,775.43
Pooled Cash	999	(25,404,415.56)
Grand Total		4,982,359.87



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Laura MacMorran, Associate Planner

MEETING DATE: June 20, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 854 for Zoning Text Amendment No. 2023-06, Amending Lomita Municipal Code Title XI (Planning and Zoning) Modifying Accessory Dwelling Unit (ADU) Regulations, and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDATION

Adopt ordinance.

BACKGROUND

On June 6, 2023, the City Council introduced on first reading an ordinance amending various sections of Lomita Municipal Code Title XI (Planning and Zoning) pertaining to accessory dwelling units (ADUs), and to find the project statutorily exempt from the California Environmental Quality Act. This agenda item is to approve the second reading and adoption of the ordinance.

OPTIONS:

1. Approve the attached ordinance.
2. Do not approve the ordinance.
3. Provide staff with further direction.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ordinance No. 854

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director

Prepared by:

Laura MacMorran

Laura MacMorran
Associate Planner

ORDINANCE NO. 854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR ACCESSORY DWELLING UNITS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals

- A. An existing ordinance addressing accessory dwelling units and junior accessory dwelling units is codified in Title XI of the Lomita Municipal Code.
- B. The City desires to amend Title XI of the Lomita Municipal Code to amend its accessory dwelling unit regulations as necessary to bring them into compliance with Government Code Sections 65852.2 and 65852.22 while retaining local control to the maximum extent permitted under these state law provisions.
- C. Government Code Section 65852.2(a)(1)(B) authorizes cities to impose standards on accessory dwelling units in conformance with state law that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum unit size, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources.
- D. Government Code Section 65852.2(h)(A) provides that the state Department of Housing and Community Development (HCD) is to make findings regarding local agency ordinance compliance with Section 65852.2.
- E. On May 8, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-06 where public testimony was accepted on the item and recommended City Council approval.
- F. On June 6, 2023, City Council held a duly noticed public hearing to consider the proposed text amendment regarding Accessory Dwelling Units.

Section 2. General Plan

This Ordinance's amendments to Title XI of the Lomita Municipal Code are consistent with, and in furtherance of, the City's adopted General Plan as they effectuate the following Policies of the General Plan:

- A. Program 6 requires the City to adopt an amendment to the City's Zoning Code consistent with or less restrictive than State requirements, by spring 2023. This

ordinance is consistent with state law and incentivizes better design by allowing an accessory dwelling unit to have the same height as the principal dwelling unit when meeting the zoning district's principal dwelling unit setbacks.

B. Goal 2's Policy 2.2 commits the City to modify ordinances intended to address a variety of housing types, and Goal 4's Policy 4.4 commits the City to expand opportunities for housing access for those with special housing needs. Accessory dwelling units that exceed 800 square feet or are converted from existing structures adding more than 150 square feet shall design specific building components to accommodate a wheelchair.

Section 3. Environmental Review

The City Council finds and determines that the adoption of an ordinance regarding Accessory Dwelling Units (ADUs) in a single-family or multifamily residential zone to implement the provisions of Government Code Sections 65852.2 and 65852.22 is exempt from CEQA review pursuant to Public Resources Code Section 21080.17. Therefore, this ordinance does not require any environmental review under CEQA.

The Recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 4. Zoning Amendments

Based on the foregoing, the City Council hereby approves the following amendments to the Lomita Municipal Code:

A. Section 11-1.30.06 ("Accessory and junior accessory dwelling units") of Article 30 ("Residential Zones") of Chapter 1 ("Zoning") of Title XI of the Lomita Municipal Code is hereby amended in its entirety to read as follows:

"Section 11-1.30.06. - Accessory and junior accessory dwelling units.

(A) Purpose.

- (1) The purpose of this section is to provide for the creation of accessory dwelling units and junior accessory dwelling units consistent with Sections 65852.2 and 65852.22 of the Government Code, as amended from time to time. In any instance where there is conflict, state law shall govern.

(B) Definitions.

- (1) *Accessory dwelling unit/ADU* has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (2) *Attached* or *Attached ADU* means an ADU that shares at least one common wall with the primary dwelling unit.
- (3) *Converted ADU* means an ADU that is constructed within all or a portion of the legally permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, and storage areas.
- (4) *Detached* or *Detached ADU* means an ADU that is physically separated from, but located on the same lot as, a primary dwelling unit.
- (5) *Existing*. A structure is "existing" if it was legally constructed, and the construction has passed all required final inspections.
- (6) *Junior accessory dwelling unit/JADU* is a unit no more than five hundred (500) square feet in size and contained entirely within a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling. It shall include permanent provisions for living, sleeping, eating, and cooking.
- (7) *Public transit* has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (8) *Floor area of an accessory dwelling unit* means, for the purpose of this section, the area of each floor level included within the walls enclosing each dwelling unit. The floor area shall be measured from the outside face of the walls enclosing each dwelling unit including all closet space and storage areas contained within the unit, including habitable basements and attics, but not including unenclosed porches, balconies, or any enclosed garages or carports. For purposes of calculating allowable floor area of accessory dwelling units based on a proportion of the size of the primary residence, only the livable floor area of the primary residence shall be counted. The floor area of any other structures, for purposes of calculating total floor area, lot coverage, or other calculations, shall be calculated in the manner described in the relevant zoning regulations.

(C) *Applicability and permissible use.*

- (1) Accessory dwelling units required by state law. ADUs required by state law are allowed on lots located within a residential or mixed-use zone as provided in Section 65852.2(e) of the Government Code, in compliance with all applicable provisions of subsection (E) of this section, development standards and requirements, except for those provisions which do not allow an ADU otherwise in compliance with

Section 65852.2(e) of the Government Code. An ADU pursuant to Section 65852.2(e)(1)(B) of the Government Code shall be limited to a maximum floor area size of eight hundred (800) square feet. The combination of ADU categories set forth in Section 65852.2(e)(A) through (D) of the Government Code is prohibited.

- (2) Applications for ADUs and JADUs shall be approved or denied within sixty (60) days from the date the city receives a complete application if there is an existing single-family or multifamily dwelling on the lot. If the application to create an ADU or a JADU is submitted with a permit application to create a new single-family dwelling or multifamily dwelling on the lot, the city may delay acting on the application for the ADU or the JADU until the city acts on the permit application to create the new single-family dwelling or multifamily dwelling, but the application to create the ADU or JADU shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty (60) day time period shall be tolled for the period of the delay.
 - (3) Approval of a permit for the creation of an ADU or JADU shall not be conditioned on the correction of nonconforming zoning conditions, building code violations, or unpermitted structures on the subject property. However, this does not prevent the city from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.
 - (4) For the purpose of this section, a structure with two (2) or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-family dwellings on the same lot are not considered multifamily dwellings. A lot with multiple detached single-family dwellings is eligible for creation of one (1) ADU per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure or new construction of a detached ADU.
 - (5) It is prohibited to convert existing floor area or construct an ADU without first obtaining approval and issuance of a building permit. Such permit shall be issued if it is determined that the ADU will conform to the provisions of this section.
 - (6) ADUs of less than seven hundred fifty (750) square feet in size shall be exempt from all impact fees. ADUs of greater than 750 square feet in size shall be charged impact fees established by city council resolution. Such fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.
- (D) *State-exempt accessory dwelling units and junior accessory dwelling units.*
- (1) Within a residential zone or the Mixed-Use Overlay District, all development standards (including, but not limited to lot coverage, floor area ratio, required building separation, and open space) are reduced

solely to the extent necessary to allow one (1) of the following solely through building permit:

- a. One (1) ADU and one (1) JADU on a lot if all of the following apply:
 1. Each unit is located either:
 - (i) Within the space of a proposed single-family dwelling; or
 - (ii) Within the space of an existing single-family dwelling or accessory structure;
 2. Each unit maintains exterior access that is independent of that for the primary single-family dwelling;
 3. Each unit maintains side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes;
 4. The JADU complies with the requirements of California Government Code Sec. 65852.22; and
 5. Each unit may include an expansion of not more than one hundred fifty (150) square feet beyond the physical dimensions of the existing accessory structure; such expansion beyond the physical dimensions of the existing accessory structure is limited to accommodating ingress and egress.
- b. One (1) ADU and one (1) JADU per lot if all of the following apply:
 1. The ADU is detached, new construction on a lot with a proposed or existing single-family dwelling;
 2. The ADU is eight hundred (800) square feet or less;
 3. The height of the ADU does not exceed the applicable height limit in subsection (E)(2) of this section;
 4. The ADU maintains at least four (4) foot side and rear yard setbacks;
 5. The ADU complies with applicable front yard setbacks; and
 6. The JADU complies with subsection (D)(1)(a) of this section.
- c. On a lot with an existing or proposed multifamily dwelling, up to two (2) detached ADUs that are eight hundred (800) square feet or less and which have a height not exceeding the applicable height limit in subsection (E)(2), and which comply with setbacks of at least four (4) feet from the side and rear yards, and which comply with front yard setbacks, provided that, If the existing multifamily dwelling has a rear or side yard setback of less than four (4) feet, the city will not require any modification to the existing multifamily dwelling as a condition of approving the ADU.

- d. *Converted on existing multifamily building.* No more than twenty-five (25) percent of the number of the existing units, but at least one (1) unit, shall be permitted as ADUs constructed within the non-livable space and shall be enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) ADU shall be allowed.

(E) *Development standards and requirements for accessory dwelling units.*

(1) Number of units.

- a. For lots with an existing or proposed single-family dwelling, one (1) ADU shall be allowed on a lot.
- b. For lots with an existing or proposed multifamily residential dwelling structure
 - 1. No more than twenty-five (25) percent of the number of the existing units, but at least one unit, shall be permitted as ADUs constructed within the non-livable space and are enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; Fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) ADU shall be allowed.
 - 2. Up to two (2) ADUs shall be permitted as detached from the multifamily residential structure and may be attached or detached to each other.

(2) Height.

- a. Detached ADUs on a lot with an existing or proposed single family or multifamily dwelling unit and complying with a four (4) feet side and four (4) feet rear setback shall not exceed a height of sixteen (16) feet.
- b. On a lot that is within one-half of one (0.5) mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed a height of eighteen (18) feet. For such ADUs, an additional two feet in height is allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. On a lot with an existing or proposed multifamily, multistory dwelling, detached ADUs complying with a four (4) foot side and

four (4) foot rear setback shall not exceed a height of eighteen (18) feet.

- d. A height of twenty-five (25) feet or the maximum height of the principal structure according to Section 11-1.30.02 of this Code, whichever is lower, is the height limit for an ADU that is attached to the principal dwelling. Pursuant to Section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.
- e. An attached or detached ADU complying with the setback requirements of the underlying zone shall not exceed sixteen (16) feet at one story and twenty-seven (27) feet at two (2) stories. ADUs shall not exceed two (2) stories. Pursuant to Section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.

(3) Setbacks.

- a. Front yard. Twenty (20) feet to a front property line.
 - 1. Secondary front. Ten (10) feet to property line.
- b. Side yard. Four (4) feet to a side property line.
- c. Rear yard. Four (4) feet to a rear property line.
- d. Building separation. Six (6) feet to the exterior wall of a dwelling, garage, or accessory structure located on the same lot.
- e. Setbacks required by utility easements and recorded setbacks shall be maintained. No portion of an ADU shall be constructed on a public or private easement. Roof eaves may not be eliminated to meet this requirement.
- f. No setback is required for an existing living area or existing accessory structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU.
- g. ADUs are not eligible for modifications to yard setbacks pursuant to Article 70.

(4) Lot coverage. An ADU exceeding eight hundred (800) square feet shall comply with the lot coverage and floor area ratio of underlying zone requirements of Article 30.

(5) Useable open space. ADUs exceeding eight hundred (800) square feet shall provide, at a minimum, a continuous private recreation area

of two hundred twenty-five (225) square feet with minimum interior dimensions of ten (10) feet. The private recreation shall be open and unobstructed from the ground to the sky and may be located within the interior, street side, or rear setback areas.

- (6) Floor area size.
 - a. Maximum floor area size for new construction units.
 1. Attached ADUs with zero (0) bedrooms or one (1) bedroom are subject to a maximum size of eight hundred fifty (850) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less.
 2. Attached ADUs with two (2) or more bedrooms are subject to a maximum size of one thousand (1,000) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less, and in no event less than eight hundred (800) square feet.
 3. Attached or detached ADUs located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet each.
 4. Detached ADUs with zero (0) bedrooms or one bedroom are subject to a maximum size of eight hundred fifty (850) square feet.
 5. Detached ADUs with two (2) or more bedrooms are subject to a maximum size of one thousand (1,000) square feet.
 - b. Minimum floor area size. An attached or detached ADU shall provide a minimum floor area no less than one hundred fifty (150) square feet.
 - c. Converted floor area size. The conversion of an existing accessory structure or a portion of the existing primary dwelling to an ADU is not subject to the maximum floor area size requirement when no expansion or addition is proposed beyond the physical dimensions of the structure or dwelling other than an expansion of not more than one hundred fifty (150) square feet limited to accommodating ingress and egress for the purpose of an ADU; otherwise the converted floor area size shall be governed by the maximum floor area size requirement.
 - d. An ADU shall not be subject to the accessory buildings and structures requirements of Section 11-1.30.05.
 - e. Accessory structures including, but not limited to garages and patios attached to ADUs shall comply with Section 11-1.30.05 - accessory buildings and structures.
- (7) Floor area ratio. In general, the floor area ratio for all ADUs shall be subject to the floor area ratio requirements of Section 11-1.30.02.

However, ADUs which are eight hundred (800) square feet or less are exempt from floor area ratio calculation.

- (8) Density. For purposes of calculating allowable density under the General Plan and Zoning Code an ADU is an accessory use that does not count toward the allowable density for the lot.
- (9) Parking and vehicular access.
 - a. One (1) parking space is required per ADU.
 - b. Parking shall be located on the same lot containing the ADU and may be provided as tandem parking on a driveway. Parking shall conform to the requirements of Article 66 of this Code.
 - c. Parking for the ADU is waived pursuant to Section 65825.2(d)(1) through (5) of the Government Code.
 - d. Replacement parking is not required if a garage or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU.
- (10) City and public utilities.
 - a. All ADUs must be connected to public utilities, or their private equivalent, including water, electric, and sewer services. For example, if required by the building standards code, dwelling units that are proposed to be installed on a property with only septic tanks are prohibited.
 - b. Except for ADUs created solely by converting an existing single-family dwelling or a single-family accessory structure, the city may require a separate utility connection.
- (11) Design standards applicable to new construction of ADUs exceeding eight hundred (800) square feet and ADUs converted from existing structures adding more than one hundred fifty (150) square feet.
 - a. Building architecture including roof type, roof pitch, exterior materials, finishes, and color shall match the primary dwelling.
 - b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
 - c. ADUs shall have a main entrance separate from the primary dwelling and shall not have an interior connection to any other dwelling unit.
 - d. New entry door shall not open directly toward an alley.
 - e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
 - f. Entryway shall include an exterior light fixture.

- g. Tree preservation: Any plans for an addition or new construction shall identify the location of any mature trees onsite and provide protective measures to ensure preservation of mature trees. A mature tree is defined as any tree having a main trunk or stem measuring twenty-four (24) inches in diameter, or seventy-five (75) inches in circumference, measured at a height of four and one-half (4½) feet above ground level at the root crown. A removal includes moving a tree or removing more than one-third of a tree's vegetation. Sites without an existing mature tree must provide at least two (2) twenty-four (24) inch box trees within the front yard setback or open space area.

(12) Owner-occupancy. Subject to the requirements of California Government Code Sec. 65852.2.

(13) Covenant restriction. Prior to issuance of the building permit for an ADU, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of an ADU identified in this section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:

- a. The ADU shall not be sold, or title transferred separate and apart from the remainder of the property, except as provided in Section 65852.26 of the Government Code; and
- b. The ADU shall be restricted to the floor area and height allowed per the development standards at the time of building permit issuance;
- c. Any owner-occupancy requirement shall be consistent with California Government Code Sec. 65852.2. If the state allows the city to require owner-occupancy, the ADU shall be considered legal only so long as the owner resides at the property built with the ADU.
- d. The ADU shall not be operated as a short-term rental or rented for a period less than thirty (30) days; and
- e. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain an ADU on the property.

(15) **Illegal ADUs.** This section shall not validate any existing illegal ADUs. Any conversions from illegal units to a conforming legal ADU shall be considered a new ADU subject to the provisions of this section.

- a. Effective January 1, 2020, the property owner of a lot containing an ADU built before January 1, 2020, that receives a notice to correct a violation of building standards may submit an application to the community development department requesting that enforcement of the violation be delayed for up to five (5) years on the basis that correcting the violation is not necessary to protect health and safety as determined by the building official; provided, that all other violations not related to the ADU are corrected. This provision shall expire January 1, 2030, as provided in state law.

(F) Junior accessory dwelling units.

(1) **Purpose.** The purpose of this section, junior accessory dwelling units, is to provide for the creation of junior accessory dwelling units consistent with California Government Code Section 65852.22, as amended from time to time. In any instance where there is conflict, state law shall govern.

(2) **Applicability and permissible use.**

- a. One (1) JADU is allowed per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.
- b.
- c. JADUs are prohibited on lots that contain multiple detached single-family dwellings.

(3) **Development standards and requirements.** JADUs shall comply with the following development standards and requirements:

- a. **Number of units.** One (1) JADU shall be allowed on a lot.
- b. **Owner-occupancy.** The property owner shall reside on the lot. The owner may reside in the remaining portion of the single-family dwelling or the newly created JADU.
- c. **A JADU shall not be operated as a short-term rental or rented for a period less than thirty (30) days.**
- d. **Covenant restriction.** A covenant restriction shall be completed and recorded, as provided in subsection (13) of this section.
- e. **Location of JADU.** A JADU shall be created within the walls of a proposed or existing single-family dwelling, or within the walls of a garage attached to an existing single-family dwelling.

- f. Separate entry required. An exterior entrance is required for all JADUs, independent of the exterior entrance for the single-family dwelling, and shall not open directly toward an alley.
- g. Kitchen requirements. The JADU shall include an efficiency kitchen, which includes a cooking facility with appliances, a food preparation counter, and storage cabinets that are reasonable to size of the unit.
- h. Common sanitation. Where a JADU shares the bathroom facilities contained in the single-family dwelling, a direct unobstructed interior connection shall be provided at all times between the JADU and the bathroom facilities, and the interior connection shall not require passage through a locked door (except for a privacy lock on the bathroom door) or passage outside of the gross floor area of the JADU or single-family dwelling.

(4) Design standards.

- a. Building architecture, exterior materials, finishes and color shall match the primary dwelling.
- b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
- c. JADUs shall have a main entrance separate from the primary dwelling.
- d. New entry door shall not open directly toward an alley.
- e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
- f. Entryway shall include an exterior light fixture.

(5) Parking. No parking is required for the JADU beyond the required parking for the proposed or existing single-family dwelling. However, replacement parking for the existing single-family dwelling is required when an attached garage or portion thereof is converted to a JADU. Parking shall conform to the requirements of Article 66 of this Code.

(6) Setbacks and other zoning regulations. The JADU shall be considered a part of the single-family dwelling and shall be subject to the same requirements of the underlying zoning district as required for the single-family dwelling.

(7) Density. For purposes of calculating allowable density under the general plan and zoning code a JADU is an accessory use that does not count toward the allowable density for the lot.

(8) Maximum floor area. A JADU shall not exceed five hundred (500) square feet in floor area.

- (9) Minimum floor area. A JADU shall provide a minimum floor area no less than one hundred fifty (150) square feet.
- (10) Utility service. For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit. An inspection may be assessed to confirm the JADU complies with development standards.
- (11) Illegal JADUs. This section shall not validate any existing illegal JADUs. Any conversions from illegal units to a conforming legal JADU shall be considered a new JADU subject to the provisions of this section.
- (12) Covenant restriction.
 - a. Prior to issuance of the building permit for a JADU, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of a JADU identified in this section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:
 - 1. The JADU shall not be sold separately from the single-family dwelling;
 - 2. The JADU shall be restricted to the maximum size allowed per the development standards;
 - 3. The JADU shall be considered legal only so long as either the single-family dwelling or the JADU is occupied by the property owner;
 - 4. The JADU shall not be operated as a short-term rental or rented for periods less than thirty (30) days;
 - 5. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain a JADU on the property.

Section 5.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the

fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 6 . Effective Date

This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED, AND ADOPTED this 6th day of June 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

PREPARED BY: Ryan Damon, Associate Engineer

MEETING DATE: June 20, 2023

SUBJECT: Consideration of Purchase of Emergency Standby Generator at Appian Way Project

RECOMMENDATIONS

- 1) Authorize staff to release the bid package for the Emergency Standby Generator at Appian Way project;
- 2) Approve the purchase of a standby generator and load bank in the amount of \$219,476.40;
- 3) Authorize the rental of a generator for up to \$47,537.79;
- 4) Reappropriate \$57,970 from 520-840-5820.134 from FY 22-23 to FY 23-24;
- 5) Appropriate \$348,414.19 to 520-840-5820.134 for FY 23-24;
- 6) Find this project Categorically exempt from CEQA; and
- 7) Authorize the City Manager to execute the Purchase Orders for Standby Generator, Rental Generator and Load Bank

BACKGROUND

Appian Way Pressure Reducing and Pump Station (Pump Station) has the ability to reduce pressure or pump water, as well as monitor and control water pressures throughout the City. The Pump Station, however, does not have back-up power. Periodically, the Metropolitan Water District (MWD) switches the source of water for Lomita Water to a lower pressure source, and this necessitates the continuous use of pumps at the Pump Station. If the power were interrupted, water pressure and supply to certain areas of the City could be affected. In November 2023, MWD is scheduled to begin construction of the Second Lower Feeder PCCP Rehabilitation – Reach 3B Project. This scope of their project includes installing a 75” liner to rehabilitate the existing 78” concrete pipe. The project spans multiple cities, and the duration of this

project is expected to last two years, with one year of construction activities within City limits. During this period, the City will have no backup power source for the Pump Station.

The purpose of the Emergency Standby Generator at Appian Way Project is to install electrical connections at the Pump Station so a mobile standby generator may be used if there is a loss of power. This is critical to ensure water supply will remain unaffected throughout the Lomita Water service area.

A previous investigation of the Pump Station identified a need for a minimum 180 kW back-up emergency generator, as identified and recommended in the 2015 CIP Master Plan. The generation system will be rated as a backup source of power for the Pump Station located outdoors with an integral fuel tank. Currently, the existing vertical water pumps at the Pump Station are driven by electrical motors operating on commercial outsourced power. It was recommended that a standby generator be installed to compensate for the loss of electrical power outage during emergency situations.

In July 2022, the City Council awarded a Professional Services Agreement to AEPC Group, LLC for engineering design services in the amount of \$65,535 plus a 15% contingency in the amount of \$9,830. The design of the Standby Power Generator at Appian Way Project is completed, and the project is ready to be released for bid. This project will address the electrical connections needed to power a standby generator. However, the procurement of the equipment with extensive lead times will be purchased directly by the City to reduce the overall time for delivery.

The average lead time for a generator, sized to handle the Pump Station's electrical load, ranges from 13-38 weeks. In addition to the standby generator, the procurement of a load bank was highly recommended by the AEPC Group. A load bank is a device that provides a controlled electrical load that exercises and maintains the life of a generator. Monthly use of a load bank is essential to ensure the generator's long-term functionality. The average lead time for the procurement of a load bank ranges from 50-60 weeks. To ensure that the City has a backup power source prior to the start of MWD's construction and other possible electrical interruptions, a rental generator will also be needed. The lead time for the procurement of the rental generator varies, but due to availability, securing the rental as early as possible is crucial.

The City plans to procure the standby generator and load bank outside of the construction contract of the Project. By doing so, the total cost will not have contractor markups and it will shorten the rental generator period. Three separate quotes for the generator and load bank were obtained. The total cost and expected lead time were factored into the selection. The supplier, Gen-Tech provided the lowest cost and shortest lead time for both items. The final cost for the generator and load bank is \$219,476.40. This cost includes sales tax, delivery, startup testing, and a 10% contingency. The lead time for the generator is expected to be 13-15 weeks and the lead time for the load bank is roughly 33-43 weeks.

Three quotes were received for the procurement of a rental generator for a period of five

and a half months, beginning in early September 2023. The lowest quote that was received was from United Rentals for \$47,537.79. The City expects the five and a half months to be sufficient time for the selected contractor to install all electrical connections at the pump station prior to the start of MWD's construction. The rental generator will be tested on-site and only used in case of an emergency. Once the City's permanent standby generator has been procured and successfully tested, the rental generator may be returned.

The procurement of the standby generator, rental generator and load bank is expected to begin in early July in Fiscal Year 2023-24.

CEQA

The City Council finds that adoption of this Ordinance is not subject to CEQA pursuant to CEQA Guidelines, Section 15269 (c) Emergency Projects. The installation and use of the standby generator can be found to be exempt from the requirements of CEQA. The proposed project consists of electrical elements to ensure connectivity with the standby generator. If primary power is lost, the standby generator will allow the AWPS to run and maintain normal operations. The purpose of the generator is to support the station as needed, and it is not anticipated to be used in any circumstances other than to prevent an emergency event.

FISCAL IMPACT

The Engineer's Estimate provided by AEPC Group for this project with contingency is \$81,400. The procurement cost of the generator and load bank with contingency is \$219,476.40. The cost of the rental generator for five and a half months is \$47,537.79. The total cost of all items related to the project is \$348,414.19.

Funds for the design engineering services for this project will need to be reappropriated to FY 23-24 in account 520-840-5820.134 in the amount of \$57,970. Funds will need to be appropriated from Water Capital Funds to account 520-840-5820.134 for FY 23-24 (348,414.19). There are sufficient funds available for this transfer.

OPTIONS

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

ATTACHMENTS

1. Design Plans and Bid Documents
2. CEQA Notice of Exemption
3. Quote Solicitation for Standby Generator and Load Bank
4. Quote Solicitation for Rental Generator

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



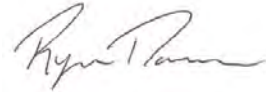
Ryan Smoot
City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

Prepared by:



Ryan Damon
Associate Engineer

PROJECT REQUIREMENTS

PROJECT INFORMATION

**CITY OF LOMITA
EMERGENCY POWER GENERATOR**

- IT IS THE INTENT OF THESE DOCUMENTS THAT A COMPLETE AND WORKABLE INSTALLATION BE PROVIDED. TO THIS END, THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPERVISION, TRANSPORTATION, WAREHOUSING, AND OTHER SERVICES REQUIRED TO COMPLETE THE WORK IN AN EFFICIENT AND TIMELY MANNER.
- ALL WORK, INCLUDING MATERIALS AND WORKMANSHIP, SHALL CONFORM WITH ALL FEDERAL, STATE AND LOCAL CODES AND REGULATIONS, AND THE FOLLOWING CODES, STANDARDS AND REGULATIONS:
 LIST OF APPLICABLE CODES AND REGULATIONS
 2019 CALIFORNIA BUILDING CODE (CBC) TITLE 24, PART 2, CCR
 2019 CALIFORNIA ELECTRICAL CODE (CEC) TITLE 24, PART 3, CCR
 2019 CALIFORNIA MECHANICAL CODE (CMC) TITLE 24, PART 4, CCR
 2019 CALIFORNIA PLUMBING CODE (CPC) TITLE 24, PART 5, CCR
 2019 CALIFORNIA FIRE CODE (CFC) TITLE 24, PART 9, CCR
 2019 NFPA 72 – NATIONAL FIRE ALARM CODE
 2019 CALIFORNIA ENERGY CODE
 2019 CALIFORNIA GREEN BUILDING CODE
 ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS
- REFER TO THE 2019 CALIFORNIA FIRE CODE (CFC) CHAPTER 14 FOR FIRE SAFETY DURING CONSTRUCTION.
- CONTRACTOR SHALL FURNISH, INSTALL/ERECT AND MAINTAIN FOR THE DURATION OF HIS WORK, ALL GUARD RAILS, LIGHTS, WARNING SIGNS, STAGING, VENTILATION, ETC. REQUIRED BY LOCAL AND STATE LAWS AND ORDINANCES, INCLUDING THE SAFETY ORDERS OF OSHA.
- CONTRACTOR SHALL PROTECT EXISTING BUILDINGS AND FACILITIES FROM DAMAGE. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO OWNER'S SATISFACTION AND AT NO ADDITIONAL EXPENSE TO THE OWNER.
- DO NOT SCALE DRAWINGS. BEFORE PROCEEDING WITH THE WORK, CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL DIMENSIONS, SIZES, REQUIRED CLEARANCES AND SHALL ASSUME FULL RESPONSIBILITY FOR THE FITTING OF ALL EQUIPMENT AND MATERIALS HEREIN REQUIRED TO OTHER PARTS OF THE WORK AND TO THE WORK OF OTHER TRADES.
- ALL MATERIAL REMOVED AND NOT SCHEDULED FOR REUSE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND THE CONTRACTOR SHALL LEGALLY DISPOSE OF AND TRANSPORT THIS MATERIAL OFF-SITE EXCEPT FOR UNIVERSAL AND HAZARDOUS WASTE.
- VISIT THE SITE PRIOR TO BID AND BECOME THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS. BY THE ACT OF SUBMITTING A BID, THE CONTRACTOR ACCEPTS THE WORKING CONDITIONS.
- COMPLY WITH ALL CONTRACT DOCUMENTS IN LAYING OUT THIS WORK AND EQUIPMENT. COORDINATE THIS WORK WITH THE WORK OF OTHER TRADES AND ALL JOB CONDITIONS.
- HAVE A COMPETENT SUPERINTENDENT PRESENT AT THE JOB SITE AT ALL TIMES, WITH AUTHORITY TO ACT FOR THE CONTRACTOR.
- ALL CONTRACTOR PERSONNEL WILL BE RESTRICTED TO THE PARTICULAR JOB SITE OF THIS CONTRACT.
- PROVIDE ALL NEW AND HIGH QUALITY MATERIALS.
- FURNISH, DELIVER, AND INSTALL WITHOUT ADDITIONAL COST TO THE OWNER, ANY APPARATUS, APPLIANCE, DEVICES, MATERIAL, OR WORK NOT SHOWN ON DRAWINGS BUT MENTIONED IN THE SPECIFICATIONS, OR VICE VERSA, OR ANY INCIDENTAL ACCESSORIES NECESSARY TO MAKE THE WORK COMPLETE AND PERFECT IN ALL RESPECTS AND READY FOR TESTING AND OPERATION, EVEN IF NOT PARTICULARLY SPECIFIED.
- MAINTAIN A DAILY RECORD OF ALL DEVIATIONS FROM THE BID DRAWINGS. RECORD ALL DIMENSIONS AND OTHER INFORMATION NECESSARY TO COMPLETELY EXPLAIN AND LOCATE ALL ELEMENTS OF THESE DEVIATIONS. SUBMIT TO THE OWNER'S REPRESENTATIVE UPON COMPLETION OF WORK, ONE COMPLETE SET OF THE MARK-UPS THAT REFLECT "AS-BUILT" CONDITIONS OF THE WORK.
- AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL OR RUBBISH; MAINTAIN THE WORK AREA IN A NEAT, ORDERLY MANNER, AND LEAVE THE PREMISES IN A BROOM-CLEAN CONDITION AT THE END OF EACH DAY. FURNISH TRASH BINS AND PROPERLY TRANSPORT AND DISPOSE OF ALL WASTE MATERIAL.
- OWNER TO PROVIDE PROPERLY LABELED CONTAINERS FOR ANY UNIVERSAL AND HAZARDOUS WASTE GENERATED BY THIS WORK FOR THE CONTRACTOR TO USE. UNIVERSAL AND HAZARDOUS WASTE SHALL BE MANAGED THROUGH THE OWNER APPROVED VENDOR WITH THE OWNER BEING THE SHIPPER.
- INTERRUPT AND/OR SHUTDOWN EXISTING SERVICES ONLY WITH THE APPROVAL OF AND AT TIMES DESIGNATED BY THE OWNER.
- UPON COMPLETION OF WORK, DEMONSTRATE TO THE OWNER'S SATISFACTION THE OPERATION OF THE INSTALLED EQUIPMENT AND SYSTEMS TO THE INTENT OF THE DESIGN.
- OWNER TO PROVIDE ASBESTOS AND LEAD TESTING ON FLOORING, WALL PAINT AND CEILING PRIOR TO COMMENCEMENT OF WORK AND COORDINATE WITH THE CONTRACTOR FOR ABATEMENT OF ASBESTOS AND LEAD PAINT, IF NEEDED, CONTRACTOR TO COORDINATE WITH THE OWNER AND LOCAL JURISDICTIONS FOR PROPER ABATEMENT PROCEDURES.
- GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER. DURING THIS PERIOD, REPAIR AND/OR REPLACE TO THE OWNER'S SATISFACTION, ANY DEFECT FOUND IN MATERIAL OR WORKMANSHIP, AT THE CONTRACTOR'S EXPENSE.

LOCATION: 26255 APPIAN WAY, LOMITA, CA 90717

SCOPE OF WORK: AEPC PROVIDES DRAWINGS SHOWING EMERGENCY POWER GENERATOR.

OCCUPANCY: S-2

SPRINKLERS: NO

CONSTRUCTION TYPE: V-B

GROSS SQ. FT.: EXISTING SITE: 12,110 S.F.

LOS ANGELES COUNTY ASSESSOR #: 7549-004-900

EXISTING OCCUPANCY: S-2

ALLOWED: 13,500 S.F.

EXISTING AREA: 1,086 S.F.

STORIES: 1



N
LOCATION MAP
N.T.S.



N
SITE PLAN
N.T.S.

SHEET INDEX

T0.1 TITLE SHEET

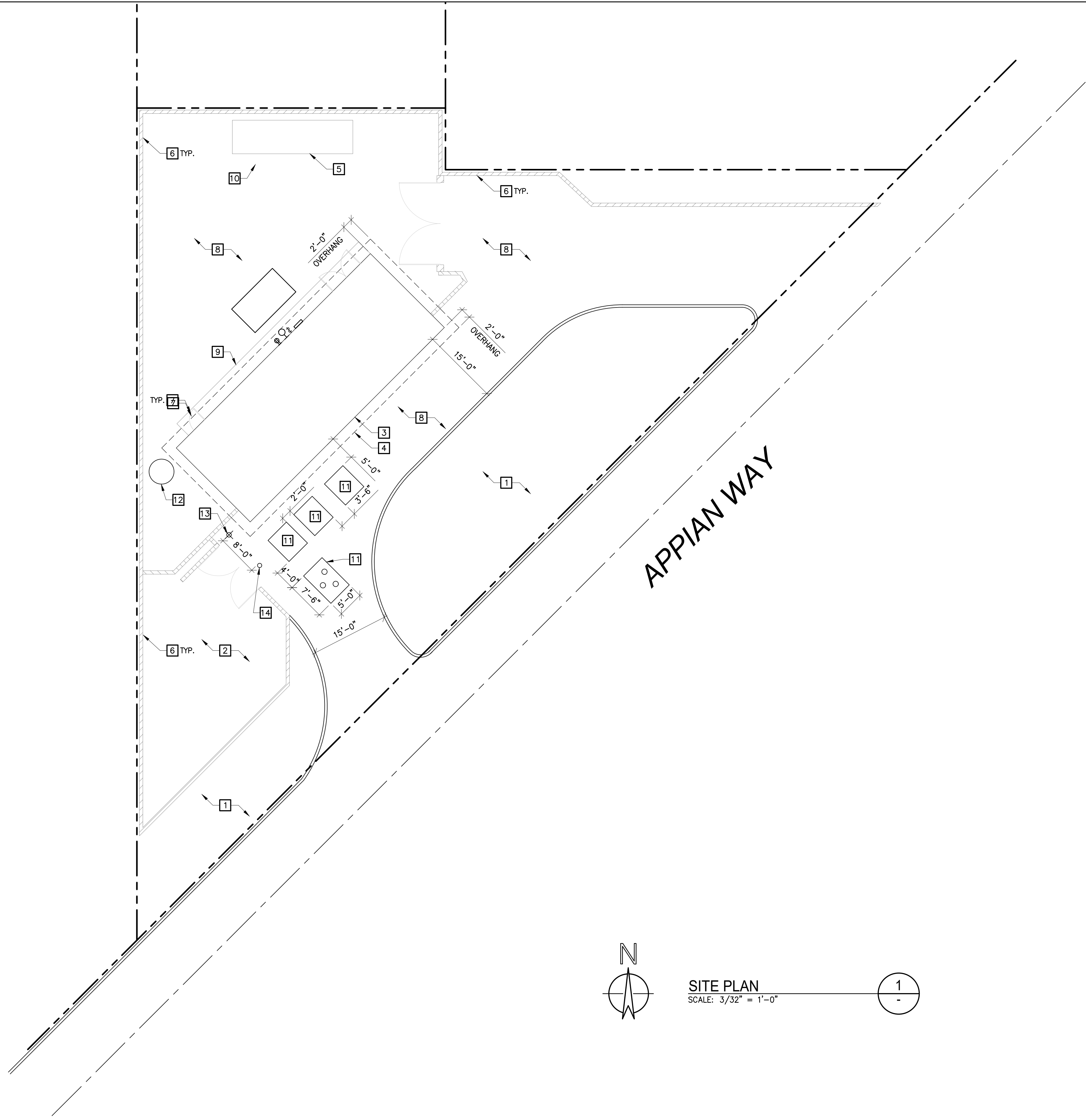
ARCHITECTURAL

A1.1 SITE PLAN

ELECTRICAL

- E0.1 ELECTRICAL GENERAL NOTES, SYMBOLS & ABBREVIATIONS
- E1.1 ELECTRICAL SITE PLAN
- E3.1 ELECTRICAL FLOOR PLAN
- E5.1 ELECTRICAL SINGLE LINE DIAGRAM AND PANEL SCHEDULE
- E7.1 ELECTRICAL DETAILS

<p>NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.</p> <p>Know what's below. Call before you dig. TWO WORKING DAYS BEFORE YOU DIG</p>	<p>City of Lomita PUBLIC WORKS DEPARTMENT 24300 NARBONNE AVENUE, LOMITA, CA 90717 TEL. (310) 325-7110 FAX. (310) 325-4024</p>	<p>PREPARED BY:</p> <p>Southern California Office 18565 SOLEDAD CANYON RD SUITE #210 SANTA CLARITA, CA 91351 TELEPHONE: 949-224-1590 FACSIMILE: 949-289-7954</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">BY</th> <th style="width: 40%;">DESCRIPTION</th> <th style="width: 10%;">APPROVED</th> </tr> <tr> <td>1</td> <td>04/07/23</td> <td>AEPC</td> <td>100% DESIGN SET</td> <td>GV</td> </tr> </table>	NO.	DATE	BY	DESCRIPTION	APPROVED	1	04/07/23	AEPC	100% DESIGN SET	GV	<p>SUBMITTED BY AEPC : _____ DATE _____</p> <p>APPROVED BY City : _____ DATE _____</p> <p>RYAN DAMON ASSOCIATE ENGINEER</p>	<p>STANDBY POWER GENERATOR AT APPIAN WAY</p> <p>TITLE SHEET T0.1</p>	<p>DESIGNED BY : _____</p> <p>DRAWN BY : _____</p> <p>CHECKED BY : GV</p> <p>PROJECT NO. CLOM-22026</p> <p>SHT 1 OF 7 SHTS</p>
NO.	DATE	BY	DESCRIPTION	APPROVED												
1	04/07/23	AEPC	100% DESIGN SET	GV												

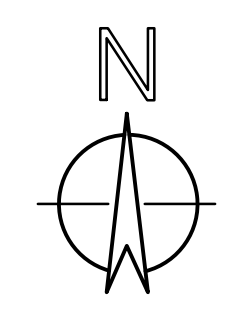


SHEET NOTES:

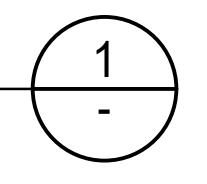
1. UNLESS OTHERWISE NOTED ALL ITEMS EXISTING TO REMAIN AND CONTRACTOR SHALL PROTECT IN PLACE DURING CONSTRUCTION
2. REFER TO MECHANICAL SHEETS FOR ADDITIONAL INFO
3. REFER TO ELECTRICAL SHEETS FOR ADDITIONAL INFO

KEY NOTES:

- 1 EXISTING PLANTER
- 2 EXISTING STORAGE AREA
- 3 EXISTING BUILDING FOOTPRINT
- 4 EXISTING ROOF OVERHANG
- 5 EXISTING CONTAINER
- 6 EXISTING CMU WALL
- 7 EXISTING DOOR
- 8 EXISTING ASPHALT TO REMAIN
- 9 EXISTING SIDEWALK TO REMAIN
- 10 EXISTING RAMP TO REMAIN
- 11 EXISTING VAULT
- 12 EXISTING OUTLET PIPE
- 13 EXISTING HYDRANT
- 14 EXISTING VALVE



SITE PLAN
SCALE: 3/32" = 1'-0"



NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

811
Know what's below.
Call before you dig.
TWO WORKING DAYS BEFORE YOU DIG



City of Lomita
PUBLIC WORKS DEPARTMENT
24300 NARBONNE AVENUE, LOMITA, CA 90717
TEL. (310) 325-7110
FAX. (310) 325-4024

PREPARED BY:
AEPC group
Southern California Office
18565 SOLEDAD CANYON RD SUITE #210
SANTA CLARITA, CA 91351
TELEPHONE: 949-224-1590
FACSIMILE: 949-269-7954

NO.	DATE	BY	DESCRIPTION	APPROVED
1	04/07/23	AEPC	100% DESIGN SET	GV

SUBMITTED BY AEPC : _____ DATE _____

APPROVED BY City : _____ DATE _____

RYAN DAMON
ASSOCIATE ENGINEER

STANDBY POWER GENERATOR AT
APPIAN WAY

SITE PLAN A1.1

DESIGNED BY :
DRAWN BY :
CHECKED BY : GV
PROJECT NO.
CLOM-22026
SHT 2 OF 7 SHTS

ELECTRICAL SYMBOLS (NOT ALL SYMBOLS ARE APPLICABLE)

\$x LOWER CASE LETTER = SWITCH LEG
 D = DIMMER SWITCH
 DL = DATALINE SWITCH
 K = KEY SWITCH
 M = MOTOR RATED SWITCH
 TS = DIGITAL TIMER SWITCH
 O = OCCUPANCY SENSOR SWITCH
 3 = 3 WAY SWITCH, 4 = 4 WAY SWITCH

CEILING MOUNTED DATA/COMMUNICATION OUTLET IN 2 GANG BOX
 WALL MOUNTED TELEPHONE/DATA OUTLET 1 1/2" C, 6" ABOVE CEILING (2 GANG BOX)
 WALL MOUNTED DATA OUTLET 1 1/2" C, 6" ABOVE CEILING (2 GANG BOX)
 POWER OUTLET SEE DRAWING FOR RATING & TYPE.(1PH)
 POWER OUTLET SEE DRAWING FOR RATING & TYPE.(3PH)
 RECEPTACLE, DUPLEX 20A, 120V, 2P, 3W, NEMA 5-20R
 CEILING MOUNTED DUPLEX AND QUAD RECEPTACLES 20A, 120V, 2P, 3W, NEMA 5-20R
 QUADPLEX RECEPTACLE 20A, 120V, 2P, 3W, NEMA 5-20R
 DUPLEX RECEPTACLE WITH GROUND FAULT CIRCUIT INTERRUPTER 20A, 120V, 2P, 3W, NEMA 5-20R
 FLOOR MOUNTED FIXTURE 20A, 120V, 2P, 3W, NEMA 5-20R
 FLUSH FLOOR BOX WITH DUPLEX RECEPTACLE AND COMPARTMENT FOR 2-DATA OUTLETS.
 6" ABOVE COUNTER RECEPTACLE 20A, 120V, 2P, 3W, NEMA 5-20R
 HALF-SWITCHED RECEPTACLE
 VERTICAL WIREMOLD RACEWAY, POWER POLE
 WIREMOLD RACEWAY.
 MANUAL PULL STATION
 TAMPER/PRESSURE SWITCH
 SMOKE DETECTOR
 HEATER DETECTOR. COMBINATION RATE/RISE AND 190/200" FIXED TEMP. F IS 190/200" FIXED ONLY, R= RATE OF RISE
 MOTOR, # DENOTES HORSEPOWER, EF/M = EXHAUST FAN OR MOTOR
 TRANSFORMER
 PHOTOCELL
 RECESSED PANELBOARD
 SURFACE PANELBOARD
 DISTRIBUTION PANELBOARD OR SWITCHBOARD
 LIGHTING CONTROL PANEL
 ELECTRIC CONDUIT RUN EXPOSED OR CONCEALED IN WALLS, OR ABOVE CEILING WHERE WALLS AND CEILING PERMIT.
 LOW VOLTAGE WIRING (50V OR BELOW)
 GROUND GRID
 CONDUIT RUN BELOW GRADE OR FLOOR
 CONDUIT STUBBED OUT AND CAPPED
 EYES EXPLOSION PROOF FITTING
 FLEX CONDUIT
 BREAKER IN NEMA 1 ENCLOSURE, SIZE AS SHOWN
 MAN HOLE
 JUNCTION OR OUTLET BOX WITH BLANK COVER - 4X UNLESS OTHERWISE NOTED
 PHOTOCELL FOR EXTERIOR LIGHTS
 DESTINATION (PANEL-CIRCUIT NO.) CONDUIT (3/4" MIN. U.O.N.)
 GROUND CONDUCTOR } #12 WIRE U.O.N.
 NEUTRAL CONDUCTOR } NO HASH MARKS INDICATE
 HOT CONDUCTORS } 2#12 AND 1#12 GND.
 DISCONNECT SWITCH (LOCKABLE), NON-FUSED/FUSED, 3-POLE, NEMA 1 U.O.N.
 FUSE SIZE, NF FOR NON-FUSE
 DISCONNECT RATING
 POLES
 COMBINATION MOTOR STARTER WITH NON-FUSED/FUSED CIRCUIT BREAKER DISCONNECT (LOCKABLE)
 FUSE SIZE, NF FOR NON-FUSE
 N-CONTROLLER NEMA SIZE, UON
 DISCONNECT RATING
 POLES
 METER
 COPPER GROUND ROD, 3/4"x10'L
 P.O.C. (POINT OF CONNECTION)
 EXISTING TO REMAIN (LIGHT LINE WORK)
 NEW WORK (DARK LINE WORK)

GENERAL ELECTRICAL NOTES (NOT ALL NOTES APPLICABLE)

- G1. ALL WORK SHALL COMPLY WITH THE NEC 2020 CEC 2019 OR LATEST EDITION OF THE ELECTRICAL CODE AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES. WHERE THE PLANS SHOW MORE RESTRICTIVE REQUIREMENTS, THE PLANS SHALL GOVERN, BUT NOTHING ON THESE PLANS SHALL BE INTERPRETED AS AUTHORITY TO VIOLATE ANY CODE OR REGULATION.
- G2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BEAR THE UNDERWRITERS' LABORATORY LABEL (UL) AND SHALL BE INSTALLED IN THE MANNER FOR WHICH THEY ARE DESIGNED AND APPROVED.
- G3. LED FIXTURES/LAMPS SHALL BE 4000K WITH 80 CRI, CONSTANT POWER DRIVER, 0 TO 10V DIMMER, LED DRIVERS/DIMMERS THAT HAVE BEEN LISTED AS CERTIFIED BY THE CALIFORNIA ENERGY COMMISSION.
- G4. UNLESS OTHERWISE NOTED, ALL WIRE SHALL BE COPPER, STRANDED ONLY, UL LISTED, RATED FOR 600 VOLTS, TYPE THHN/THWN, NO. 12 AWG MINIMUM FOR POWER AND #14 AWG MINIMUM FOR CONTROL. USE XHHW TYPE FOR #6 OR LARGER.
- G5. PROVIDE RGC UP TO 8' AFF WHERE EXPOSED AND INDOORS, EMT CONDUIT TYPE FOR ALL OTHER AREAS LOCATED INDOORS. IN ADDITION USE RGC FOR OUTDOORS ABOVE GRADE, AND PVC SCHEDULE 40 FOR OUTDOORS UNDERGROUND. IN ADDITION, OUTDOOR UNDERGROUND CONDUIT RISERS AND 90 DEG BENDS CONDUITS SHALL BE RGC. UNDERGROUND RGC SHALL BE WRAPPED WITH 20 MIL TAPE AND EXTEND 12" ABOVE GRADE FOR RISERS. USE MIN 3/4" CONDUIT, U.O.N.
- G6. THE CONTRACTOR SHALL INSTALL ALL CONDUITS AND WIRES WITH A MINIMUM NUMBER OF BENDS AND IN SUCH A MANNER AS TO CONFORM TO THE STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEAD ROOM, KEEP OPENINGS AND PASSAGEWAYS CLEAR, AND MEET ALL STRUCTURAL CODE REQUIREMENTS.
- G7. ALL CONDUIT CONNECTIONS TO EQUIPMENT SUBJECT TO VIBRATION SHALL BE MADE WITH SEALTIGHT FLEX CONDUIT. PROVIDE SUFFICIENT SLACK TO ELIMINATE VIBRATION. ARRANGE CONNECTIONS TO PREVENT THE ENTRANCE OF MOISTURE. PROVIDE FIRE STOP SEAL FOR WALL/FLOOR PENETRATION AND WATERPROOF SEAL FOR EXTERIOR WALL.
- G8. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES. ALL CONDUIT RUNS SHALL INCLUDE A CODE SIZED GROUND WIRE WHETHER OR NOT SO INDICATED.
- G9. ALL BRANCH CIRCUITS SHALL INCLUDE A CODE SIZED GROUND WIRE. ISOLATED/DEDICATED BRANCH CIRCUITS SHALL INCLUDE A SEPARATE GROUND WIRE CONNECTED TO THE DESIGNATED SINGLE POINT GROUND FOR EACH DUPLEX OUTLET ON A CIRCUIT.
- G10. CERTAIN FEEDER AND BRANCH CIRCUIT WIRE SIZES HAVE BEEN OVSIZED TO COMPENSATE FOR VOLTAGE DROP. SPLICE WIRES TO COMPATIBLE SIZES FOR TERMINATION, ADJACENT TO EQUIPMENT CONNECTION AS REQUIRED. SHAVING OF CABLE STRAND NOT ALLOWED.
- G11. ALL TERMINATION POINTS WILL HAVE SCREW-IN, CLAMP-TYPE CONNECTIONS, UNLESS OTHERWISE PRIOR APPROVAL IS GIVEN BY CLIENT'S FACILITIES REPRESENTATIVE.
- G12. THE ENTIRE WIRING SYSTEM TO BE TESTED FOR SHORT CIRCUITS, GROUNDS, AND INSULATION RESISTANCE BETWEEN CONDUCTORS AND TO GROUND.
- G13. THE CONTRACTOR SHALL PROVIDE SUPPORT FOR ALL FIXTURES AND ELECTRICAL EQUIPMENT TO COMPLY WITH THE SEISMIC REQUIREMENTS OF THE UNIFORM BUILDING CODE AND ALL LOCAL ORDINANCES.
- G14. PROVIDE A MANUAL DISCONNECTING MEANS, CAPABLE OF BEING LOCKED IN THE OPEN POSITION FOR ALL MOTORS NOT WITHIN SIGHT OF OR MORE THAN TWENTY-FIVE (25) FEET FROM ITS CONTROLLER.
- G15. ALL CIRCUIT BREAKERS, FUSES, AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED & NO LESS THAN THE WITHSTAND RATING OF THE BUS THEY ARE CONNECTED TO.
- G16. PROVIDE A NAMEPLATE FOR EACH INDIVIDUALLY MOUNTED CIRCUIT BREAKER OR DISCONNECT SWITCH, ELECTRICAL PANELS, TRANSFORMERS, DISTRIBUTION BOARDS, ETC. PULL BOX, ARKITTE RECEPTACLE, AND FOR ANY OTHER CONTROL DEVICE OR MAJOR ITEM OF ELECTRICAL EQUIPMENT AS FOLLOWS:
 1 -- PROVIDE LAMINATED NAMEPLATES ENGRAVED IN 1/4" HIGH LETTERS TO CORRESPOND WITH THE DESIGNATION ON THE DRAWINGS. PROVIDE OTHER OR ADDITIONAL INFORMATION ON NAMEPLATES WHERE INDICATED. ORANGE FOR 480V.
 2 -- ATTACH NAMEPLATES TO EQUIPMENT WITH RIVETS, BOLTS, OR APPLICABLE SHEET METAL SCREWS. GLUE-ON TYPES AND POP-RIVETS TYPE ARE NOT ACCEPTABLE.
 LABEL ALL RECEPTACLES, OUTLETS, JUNCTION BOXES, WITH DYMO-TYPE EMBOSSED TAPE AS FOLLOWS:
 1 -- RECEPTACLES AND JUNCTION BOXES: PANEL AND CIRCUIT NUMBER.
 2 -- USE BLACK TAPE FOR 240V AND LESS.
 3 -- USE ORANGE TAPE FOR 277V AND ABOVE.
 INDICATE ON THE DEVICE IF THE CIRCUIT IS DEDICATED OR ISOLATED.
- G17. PROVIDE UPDATED, TYPED CIRCUIT BREAKER PANEL SCHEDULES THAT ACCURATELY REFLECT ALL CHANGES MADE.
- G18. THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, FITTINGS, JUNCTION BOXES, PULL BOXES, AND EXPANSION FITTINGS REQUIRED TO MEET FIELD CONDITIONS. CONTRACTOR SHALL DETERMINE ACTUAL MATERIAL AND HARDWARE REQUIREMENTS AND VERIFY ALL DIMENSIONS.
- G19. CONTRACTOR SHALL PROVIDE PULL LINE IN ALL EMPTY CONDUITS.
- G20. FUNCTIONALLY TEST THE ELECTRICAL INSTALLATION FOR PROPER OPERATION AND ROTATION.
- G21. FURNISH AND INSTALL ALL CONDUITS, WIRES, BOXES, SWITCHES, LIGHT FIXTURES (WITH LAMPS), RECEPTACLES, SERVICE DEVICES, PANELBOARDS AND OTHER EQUIPMENT SHOWN ON THE DRAWINGS AS REQUIRED FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM.
- G22. LOCATIONS SHOWN ON THE ARCHITECTURAL AND MECHANICAL DRAWINGS SHALL TAKE PRECEDENCE OVER THOSE SHOWN ON THE ELECTRICAL DRAWINGS. REFER TO THE REFLECTED CEILING PLAN AND THE ARCHITECTURAL FLOOR PLANS FOR EXACT LOCATIONS OF DEVICES. REFER TO THE MECHANICAL DRAWINGS FOR LOCATIONS OF HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT, PLUMBING, FIRE SUPPRESSION EQUIPMENT, ETC. VERIFY EXISTING SITE CONDITIONS, SERVICE REQUIREMENTS, AND EXACT LOCATIONS OF SERVICE FACILITIES BEFORE SUBMITTING BID.
- G23. INDEPENDENTLY SUPPORT ALL CONDUIT ABOVE SUSPENDED CEILING. SEISMIC WIRES ARE NOT TO BE USED FOR SUPPORT.
- G24. CONTRACTOR SHALL BE ALLOWED TO COMBINE CIRCUIT HOMERUNS. HOMERUNS SHALL NOT BE ALLOWED TO EXCEED MORE THAN THREE PHASE CONDUCTORS EXCEPT WHEN DERATING FACTORS ARE APPLIED.
- G25. PROVIDE PHASE ROTATION SIGN AND PHASE COLOR CODE IDENTIFICATION FOR ALL WIRES INSIDE ALL 480/208V PANEL BOARDS.
- G26. INSTALL THE FOLLOWING DEVICES ABOVE THE FINISHED FLOOR, UON.
- | | |
|--|--|
| RECEPTACLES, POWER OUTLETS | 18" TO C |
| VOICE, DATA, VOICE/DATA COMBINATION | 18" TO C |
| LIGHT SWITCHES | 48" TO C |
| CARD READERS & KEYPADS | 48" TO C |
| DISCONNECT SWITCHES | 60" AT HANDLE |
| TOP CIRCUIT BREAKER IN PANELBOARD | 72" |
| WALL MOUNT OCCUPANCY SENSOR | 96" TO C |
| RECEPTACLES SHOP LOCATIONS, COUNTERS OR DESKTOPS | 42" OR 6" TO C ABOVE SPLASHGUARD, COUNTER OR DESKTOP |
- G27. PROVIDE COLOR CODED AS SHOWN:
 COLOR CODE WILL BE CARRIED THROUGHOUT ALL BRANCHES ON A SINGLE CIRCUIT.
- | APPLICATION | COLOR CODING |
|---|--|
| 1. 3-PHASE - 480/277 VOLT | A = BROWN B = ORANGE
C = YELLOW
NEUTRAL = GRAY
GROUND = GREEN |
| 2. 3-PHASE - 120/208 VOLT | A = BLACK B = RED C = BLUE
NEUTRAL = WHITE
GROUND = GREEN |
| 3. 1-PHASE - 120 VOLT ISOLATED CIRCUIT (ORANGE RECEPTACLE ONLY) | HOT = ORANGE NEUTRAL = WHITE
GROUND = GREEN |
| 4. 1-PHASE - 120 VOLT CIRCUIT | HOT = BLACK, RED, OR BLUE
DEPENDING ON PHASE
NEUTRAL = WHITE |
| 5. DOOR SWITCHES | HOT = RED SWITCHED = BLUE |
| 6. FIRE CIRCUITS | RED |
- G28. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED.
- G29. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS.
- G30. POWER AND LIGHTING BRANCH CIRCUITS SHALL HAVE A MINIMUM TWO (2) #12 AWG. AND ONE (1) #12 AWG. GROUND TYPE THWN/THHN. ALL POWER WIRING SHALL RUN IN CONDUIT. PROVIDE ALL WIRES AND WIRE SIZES REQUIRED BY LATEST CODES.
- G31. SUBMIT TO THE ENGINEER SHOP DRAWINGS, MANUFACTURER'S DATA AND CERTIFICATES FOR EQUIPMENT, MATERIALS AND FINISH, AND PERTINENT DETAILS FOR EACH SYSTEM SPECIFIED. OBTAIN APPROVAL BEFORE PROCUREMENT, FABRICATION, OR DELIVERY OF THE ITEMS TO THE JOB SITE. PARTIAL SUBMITTALS ARE NOT ACCEPTABLE AND WILL BE RETURNED WITHOUT REVIEW.
- G32. ALL ELECTRICAL EQUIPMENT INSTALLED OUTDOORS SHALL BE WEATHERPROOF, MINIMUM OF NEMA 3R RATING. EXTERIOR CONDUIT RUNS INTO BUILDINGS SHALL BE INSTALLED WITH FLASHING, CAULKED AND SEALED. CONDUITS FOR EXTERIOR ELECTRICAL DEVICES SHALL BE RUN INSIDE BUILDING, UON.
- G33. SIZE FUSES FOR ALL FUSED SWITCHES PER SUPPLIED EQUIPMENT MANUFACTURER'S RECOMMENDATION.

GROUNDING NOTES:

- GD1. ALL GROUND GRID CONDUCTORS ARE #4/0 SOFT DRAWN BARE COPPER.
- GD2. GROUND RODS SHALL BE MIN 10 FEET IN LENGTH, 3/4" DIAMETER, AND COPPER CLAD.
- GD3. CONNECTIONS TO GROUND RODS SHALL BE EXOTHERMIC TYPE. TEST WELL CONNECTIONS SHALL BE BOLTED TYPE.
- GD4. THE CONTRACTOR SHALL MAKE GROUND RESISTANCE MEASUREMENTS AS REQUIRED BY THE LATEST EDITION OF NEC, DOCUMENT THE READINGS AND REPORT THEM TO THE ENGINEER.
- GD5. MAJOR EQUIPMENT SHALL BE CONNECTED TO THE GROUND GRID BY TWO CONNECTIONS FROM DIFFERENT PARALLEL MAIN GRID CONDUCTORS.
- GD6. WHEN AN EXPOSED GROUND CABLE IS RUN IN METAL CONDUIT OR PROTECTED BY A METAL GUARD; THE GROUND CABLE SHALL BE BONDED AT BOTH ENDS TO THE CONDUIT OR THE GUARD.

GROUNDING NOTES:

- GD7. UNLESS OTHERWISE NOTED, BURIED GROUNDING CONDUCTORS SHALL HAVE A MINIMUM OF 2 1/2" FEET OF COVER (30").
- GD8. BURIED GROUNDING CONDUCTORS SHALL BE KEPT A MINIMUM OF 12 INCHES WHEN CROSSING METAL OBJECTS, SUCH AS BURIED PIPING OR STEEL.
- GD9. WHERE GROUNDING CONDUCTOR IS BURIED PARALLEL TO UNDERGROUND METALLIC PIPING, THREE (3) FEET SEPARATION SHALL BE MAINTAINED BETWEEN THE PIPING AND GROUND CONDUCTOR TO PREVENT POSSIBLE GALVANIC ACTION.
- GD10. GROUND CONDUCTOR PIGTAIL "STUB-UPS" SHALL STUB-UP WITHIN SIX (12") INCHES OF THE EQUIPMENT WITH A THIRTY (36") INCH PIGTAIL ABOVE FINISHED FLOOR; IF THE EQUIPMENT HAS A GROUND PAD OR BUS, WITHIN SIX (12") INCHES OF THE POINT OF CONNECTION.
- GD11. ALL GROUNDING CONDUCTOR JUNCTIONS BURIED IN THE EARTH SHALL BE MADE BY EITHER THE EXOTHERMIC PROCESS OR COMPRESSION METHOD.
- GD12. ALL JUNCTIONS MADE ABOVE GROUND OR IN TEST WELLS SHALL BE BOLTED CONNECTIONS, EXCEPT THOSE AT BUILDING COLUMNS WHICH MAY BE EITHER BOLTED OR EXOTHERMIC TYPES.

ELECTRICAL ABBREVIATIONS

A	AMPERE	MH	MAN HOLE
AFF/AFG	ABOVE FINISHED FLOOR/ABOVE FINISHED GRADE	MCB	MAIN CIRCUIT BREAKER
AV	AUDIO VISUAL	MDF	MAIN DISTRIBUTION FRAME
ATS	AUTOMATIC TRANSFER SWITCH	MECH	MECHANICAL
BLDG.	BUILDING	MIN	MINIMUM
C	CONDUIT	MLO	MAIN LUGS ONLY
CAT	CATEGORY	MSB	MAIN SWITCHBOARD
CATV	CATV	MTD	MOUNTED
CB	CIRCUIT BREAKER	(N)	NEW
CKT	CIRCUIT	NE	NON ELECTRICAL
CLG.	CEILING	NEUT	NEUTRAL
CO	CONDUIT ONLY	NEC	NATIONAL ELECTRICAL CODE
COMM	COMMUNICATION	NL	NIGHT LIGHT
CU	COPPER	NFSS	NON FUSED SAFETY SWITCH
(D)	DEMO	NTS	NOT TO SCALE
DIST	DISTRIBUTION	OC	ON CENTER
DWG	DRAWING	OS	OCCUPANCY SENSOR
(E)	EXISTING	P	POLE
(ERL)	EXISTING TO BE RELOCATED	PNL	PANEL
ELECT	ELECTRIC(AL)	PVC	POLYVINYL CHLORIDE
EMT	ELECTRIC METALLIC TUBING	RECEPT	RECEPTACLE
EP	EXPLOSION PROOF	REF	REFERENCE
(ER)	EXISTING TO REMAIN	(R)	RELOCATED
F	FUSED	RGC	RIGID GALVANIZED STEEL CONDUIT
FA	FIRE ALARM	REQ	REQUIRED
FACP	FIRE ALARM CONTROL PANEL	RM	ROOM
FIXT	FIXTURE	SC	SHORT CIRCUIT
FLA	FULL LOAD AMPERES	SM	MANUAL MOTOR SWITCH
FLEX	FLEXIBLE	SPC	SPACE
FSS	FUSED SAFETY SWITCH	SPEC	SPECIFICATION(S)
FT	FOOT OR FEET	SPR	SPARE
G; GND	GROUND(ED)	SWG	SWITCHGEAR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	SWBD	SWITCHBOARD
HH	HAND HOLE	TCP	TEMPERATURE CONTROL PANEL
HOA	HAND-OFF-AUTOMATIC	TEL	TELEPHONE
HP	HORSEPOWER	TTB	TELEPHONE TERMINAL BACKBOARD
HT	HEIGHT	TYP	TYPICAL
IMC	INTERMEDIATE METAL CONDUIT	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSER
IDF	INTERMEDIATE DISTRIBUTION FRAME	UON	UNLESS OTHERWISE NOTED
JB	JUNCTION BOX	UPS	UNINTERRUPTIBLE POWER SUPPLY
KAIC	AMPERE INTERRUPTING CAPACITY, IN THOUSANDS	UTY	UTILITY
LCP	LIGHTING CONTROL PANEL	VFD	VARIABLE FREQUENCY DRIVE
LEL	LOWER EXPLOSION LEVEL	W/	WITH
LDA	LIGHTING DESIGN ALLIANCE	WP	WEATHERPROOF
LT(G)	LIGHT(ING)	XFMR/TR	TRANSFORMER

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

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City of Lomita
PUBLIC WORKS DEPARTMENT
24300 NARBONNE AVENUE, LOMITA, CA 90717
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FAX. (310) 325-4024

PREPARED BY:

Southern California Office
18565 SOLEDAD CANYON RD SUITE #210
SANTA CLARITA, CA 91351
TELEPHONE: 949-224-1590
FACSIMILE: 949-269-7954

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SUBMITTED BY AEPC: _____ DATE _____

APPROVED BY City: _____ DATE _____

RYAN DAMON
ASSOCIATE ENGINEER

DESCRIPTION: PUBLIC WORKS

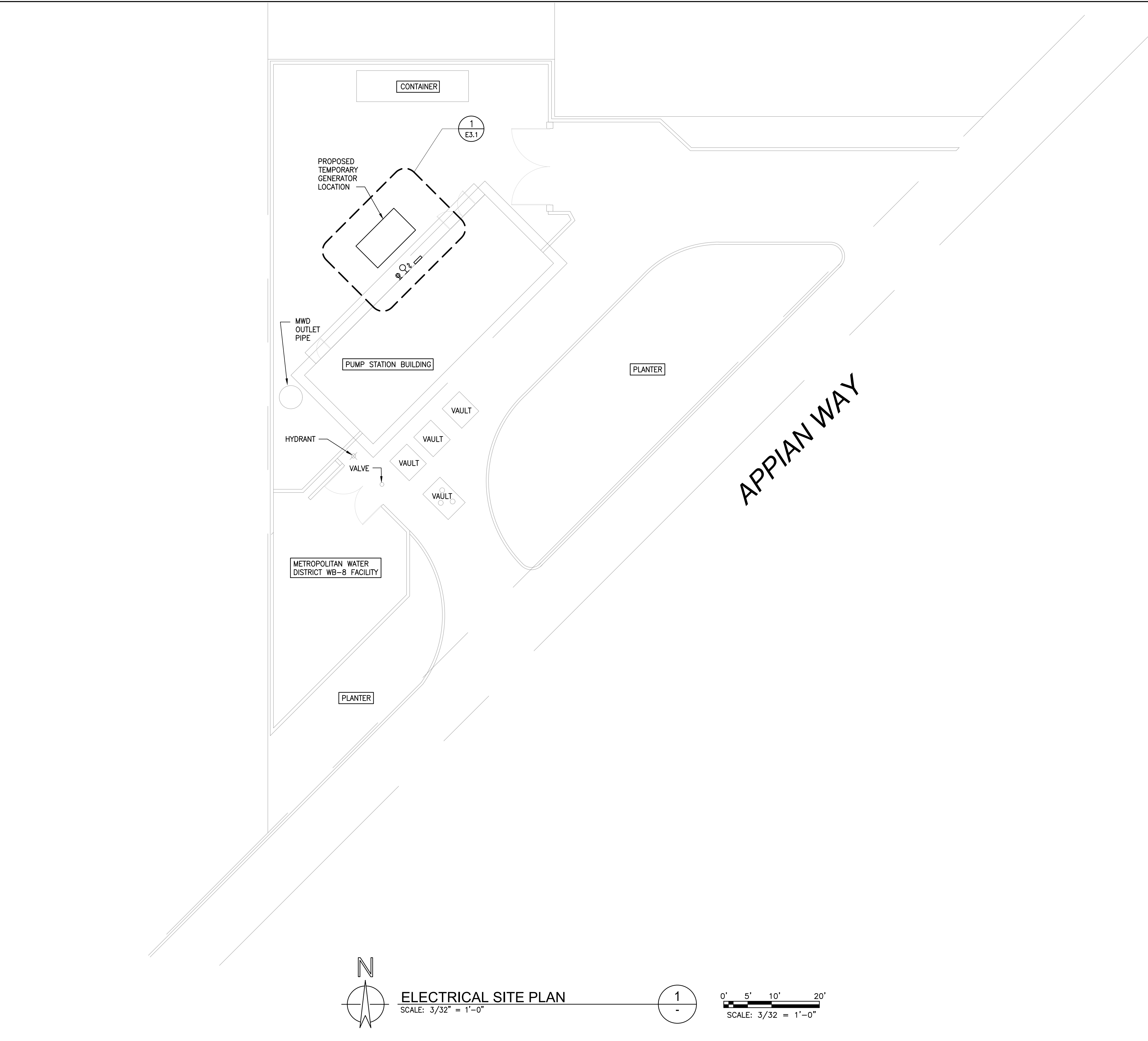
DESIGNED BY: AJ
DRAWN BY: JO
CHECKED BY: GV
PROJECT NO. CLOM-22026
SHT 3 OF 7 SHTS

STANDBY POWER GENERATOR AT
APPIAN WAY

ELECTRICAL GENERAL NOTES, SYMBOLS, ABBREVIATIONS E0.1

PROJECT AND SHEET TITLE

DESIGNED BY: AJ
DRAWN BY: JO
CHECKED BY: GV
PROJECT NO. CLOM-22026
SHT 3 OF 7 SHTS



- GENERAL NOTES:**
1. ALL ITEMS ARE NEW (N) UNLESS OTHERWISE NOTED AS EXISTING (E). (D) DENOTES EQUIPMENT SCHEDULED TO BE DEMOLISHED.
 2. GENERATOR DIMENSIONS ARE NOT FINAL UNTIL SHOP DRAWINGS ARE RECEIVED.
 3. ALL EQUIPMENT AND DEVICES SHOWN IN THIN/LIGHT LINEWEIGHT ARE EXISTING TO REMAIN OR WORK BY OTHERS. ALL ITEMS SHOWN IN BOLD/DARK LINEWEIGHT ARE NEW WORK.
 4. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ALL EQUIPMENT AND DEVICES WITH ALL TRADES PRIOR TO ROUGH-IN AND INSTALLATION.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING ALL DEMOLISHED EQUIPMENT AND MATERIAL.

ELECTRICAL SITE PLAN
 SCALE: 3/32" = 1'-0"

SCALE: 3/32" = 1'-0"

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811
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RYAN DAMON
ASSOCIATE ENGINEER

STANDBY POWER GENERATOR AT
APPIAN WAY

ELECTRICAL SITE PLAN E1.1

PROJECT AND SHEET TITLE

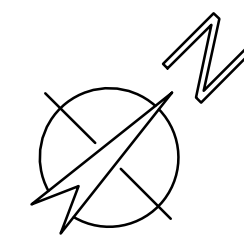
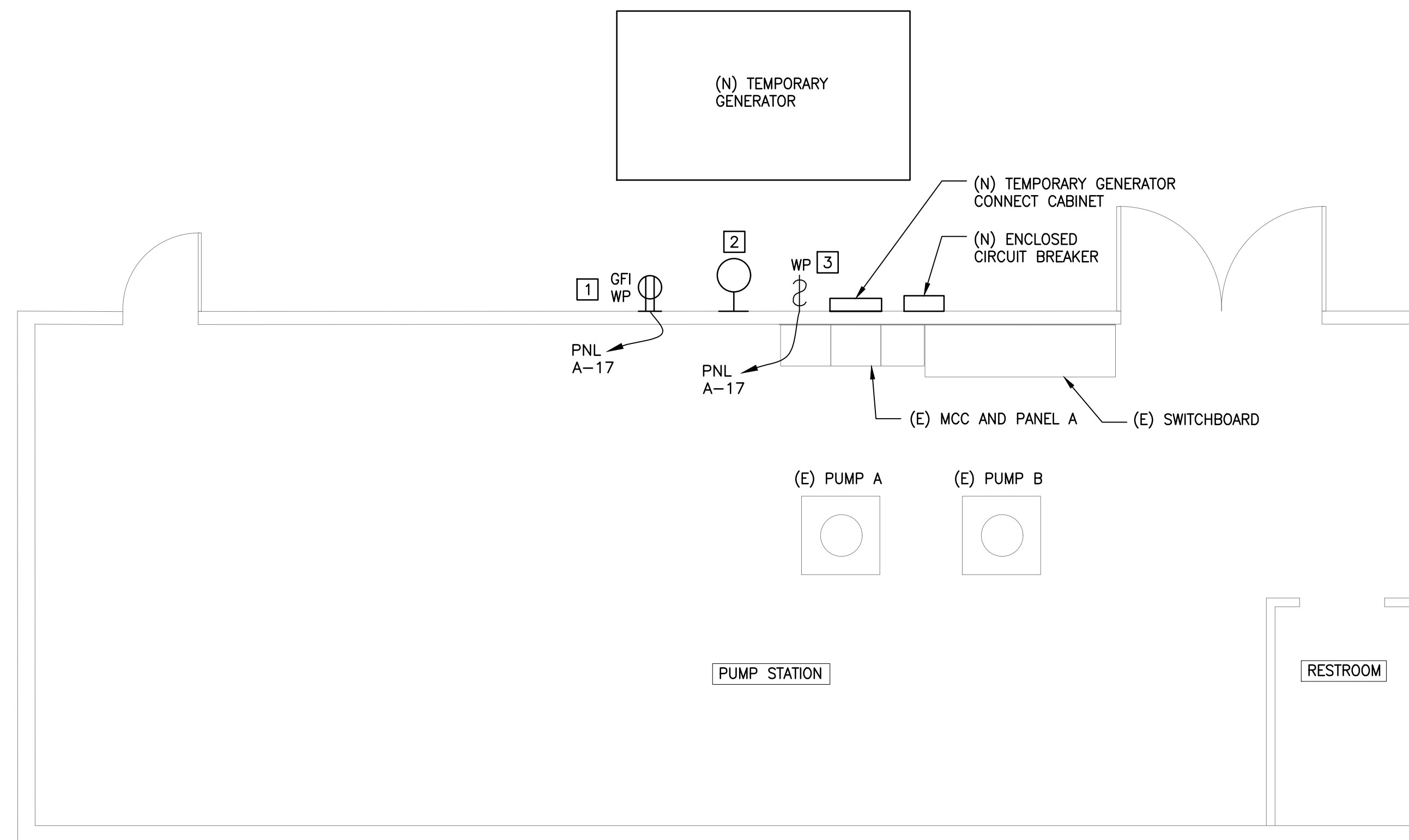
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SHT 4 OF 7 SHTS

GENERAL NOTES:

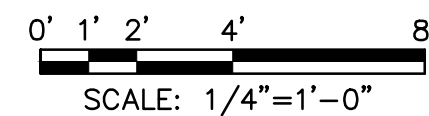
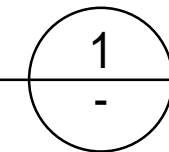
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4. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ALL EQUIPMENT AND DEVICES WITH ALL TRADES PRIOR TO ROUGH-IN AND INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING ALL DEMOLISHED EQUIPMENT AND MATERIAL.
6. ALL CONDUIT RUN OUTDOORS SHALL BE RGS TYPE.

KEY NOTES:

- 1 PROVIDE 20A,120V GFI RECEPTACLE IN WEATHERPROOF ENCLOSURE FOR TEMPORARY GENERATOR BATTERY CHARGER. TEMPORARY GENERATOR TO BE CONNECTED TO RECEPTACLE WHILE NOT IN USE.
- 2 PROVIDE LED WALL PACK. MFR: LITHONIA, P/N: TWPX1 LED P2 50K MVOLT OR APPROVED EQUAL.
- 3 LIGHTING FOR TEMPORARY GENERATOR SERVICING TO BE MANUALLY SWITCHED AND IS EXEMPT FROM TITLE 24 REQUIREMENTS. LIGHTING WILL ONLY OPERATE IN EMERGENCY CONDITIONS.



ELECTRICAL FLOOR PLAN
SCALE: 1/4" = 1'-0"



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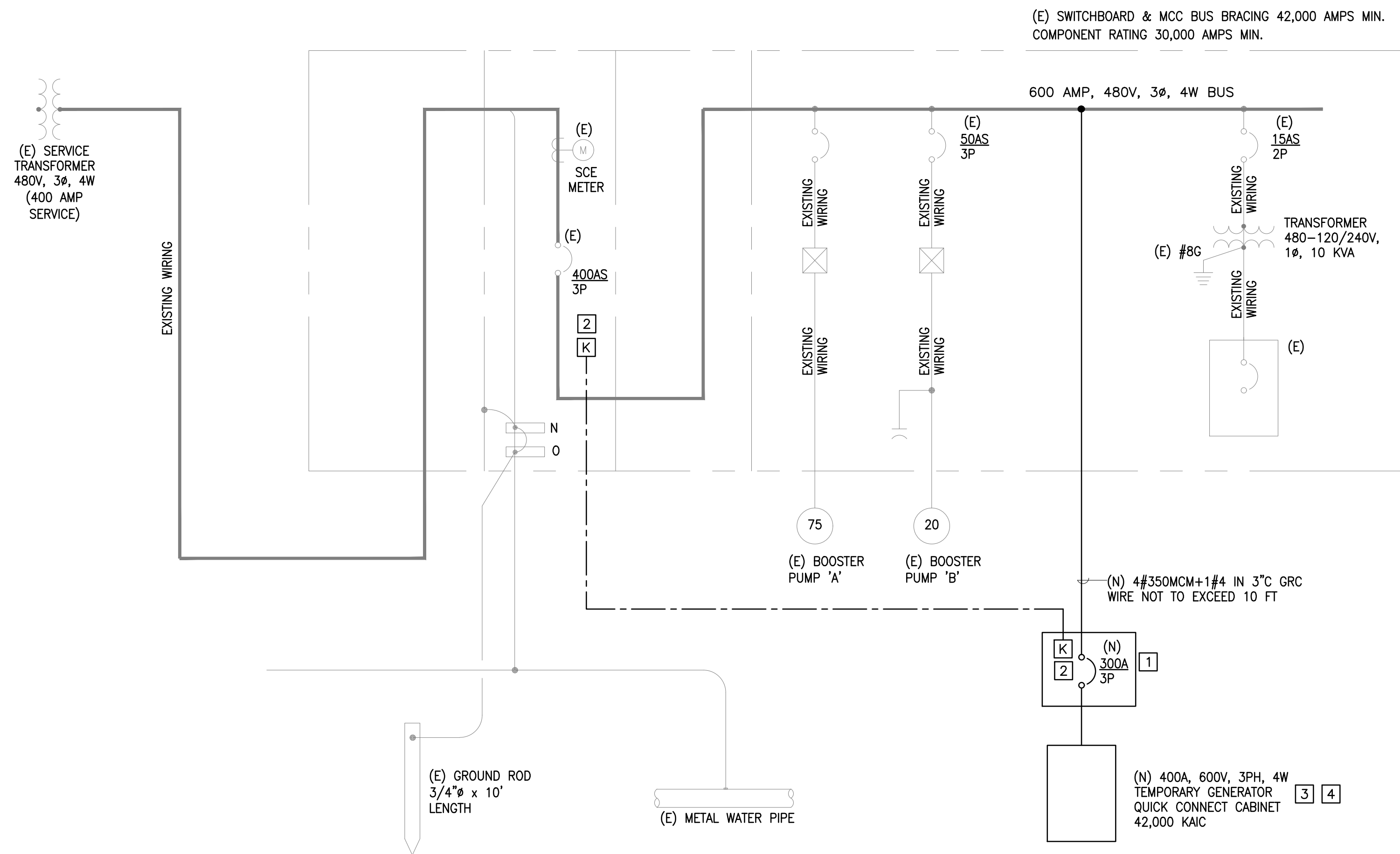
SUBMITTED BY AEPC :	DATE
APPROVED BY City :	DATE
RYAN DAMON ASSOCIATE ENGINEER	

**STANDBY POWER GENERATOR AT
APPIAN WAY**

ELECTRICAL FLOOR PLAN E3.1

PROJECT AND SHEET TITLE

DESIGNED BY : AI
DRAWN BY : IO
CHECKED BY : GV
PROJECT NO. CLOM-22026
SHT 5 OF 7 SHTS



SINGLE LINE DIAGRAM

GENERAL NOTES:

- ALL ITEMS ARE NEW (N) UNLESS OTHERWISE NOTED AS EXISTING (E). (D) DENOTES EQUIPMENT SCHEDULED TO BE DEMOLISHED.
- ALL EQUIPMENT AND DEVICES SHOWN IN THIN/LIGHT LINEWEIGHT ARE EXISTING TO REMAIN OR WORK BY OTHERS. ALL ITEMS SHOWN IN BOLD/DARK LINEWEIGHT ARE NEW WORK. ALL ITEMS SHOWN IN DASHED LINES ARE EXISTING TO DEMOLISH.
- COORDINATE POWER SHUTDOWN WITH OWNER.
- ALL 20A CIRCUIT WIRING SHALL BE #12 AWG CU UNLESS NOTED OTHERWISE.
- ALL OUTDOOR CONDUIT RUN ON EXTERIOR OF THE BUILDING SHALL BE GRC UNLESS NOTED OTHERWISE.
- OWNER FURNISHED, CONTRACTOR INSTALLED NEW 500KW MOBILE LOAD BANK (ASCO MODEL 5500 OR APPROVED EQUAL). LOAD STEP 5 KW. COORDINATE WITH OWNER EXACT STORAGE SIZE OR APPROVED EQUAL.
- OWNER FURNISHED, CONTRACTOR INSTALLED NEW OR RENTAL 158KW, 480/277V, 3PH, 4W TRAILER MOUNTED MOBILE GENERATOR MFR: KWIET POWER, PART NUMBER: DGK 180F OR APPROVED EQUAL.

KEY NOTES:

- PROVIDE (N) ENCLOSED CIRCUIT BREAKER IN NEMA-3R ENCLOSURE FOR (N) TEMPORARY GENERATOR. PROVIDE ALL NECESSARY TO INSTALL NEW CIRCUIT BREAKER.
- PROVIDE KIRK-KEY INTERLOCK BETWEEN (N) TEMPORARY GENERATOR BREAKER AND (E) MAIN BREAKER.
- (N) TEMPORARY GENERATOR QUICK CONNECT INSTALLED ON EXTERIOR DOOR. GENERATOR QUICK CONNECT SHALL BE ASCO P/N: 3QC-NC OR APPROVED EQUAL.
- PROVIDE (2) SETS OF WIRE FOR TEMPORARY GENERATOR CONNECTION TO GENERATOR QUICK CONNECT CABINET:
WIRE #1 - 20 FT LENGTH CAMLOCK EXTENSION WIRE.
WIRE #2 - 100 FT LENGTH CAMLOCK EXTENSION WIRE.

PANELBOARD IDENTIFICATION		EXISTING PANEL											
IDENTIFICATION: <u> A </u>													
LOCATION: <u> MCC </u>		MAIN: <u> - </u>		BUS: <u> 100A </u>		VOLTS: <u> 240 /120V </u>							
PROTECTIVE DEVICES: <u> - </u>		RMS SYMMETRICAL AIC MINIMUM		MOUNTING: <u> - </u>		PHASE: <u> 1 </u>		WIRE: <u> 3 </u>					
DESCRIPTION	VOLT-AMP		BREAKER		WIRE AND CONDUIT		CR/J POLE#	CR/J POLE#	BREAKER		VOLT-AMP		DESCRIPTION
	A	B	AMP	POLE	WIRE AND CONDUIT	POLE			AMP	POLE	A	B	
(E) LOAD	700		20	1	EXISTING	1	2	EXISTING	20	1	360		(E) LOAD
(E) LOAD		700	20	1	EXISTING	3	4	EXISTING	20	1	540	540	(E) LOAD
(E) LOAD	100		20	1	EXISTING	5	6	EXISTING	20	1	540		(E) LOAD
(E) LOAD		100	20	1	EXISTING	7	8	EXISTING	20	1		300	(E) LOAD
(E) LOAD	200		20	1	EXISTING	9	10	EXISTING	20	1	100		(E) LOAD
(E) LOAD		700	20	1	EXISTING	11	12	EXISTING	20	1		100	(E) LOAD
(E) LOAD	200		20	1	EXISTING	13	14	EXISTING	20	1			SPARE
SPACE			20	1	EXISTING	15	16		20	1			SPARE
(N) TEMP GEN RECEPTACLE			300	1	2#12x1#12G IN 3/4" C	17	18		20	1			SPACE
VOLT-AMPERES													
TOTAL:		BUS A: 1500	BUS B: 1500	(ODD)									
		1000	940	(EVEN)									
SUBTOTALS:		2500	2440	=	TOTAL OF	4.9	KVA	LINE AMPS TOTAL =		21			
DEMAND FACTOR:						1.0	KVA						
DEMAND LOAD:						4.9	KVA						
EXISTING LOAD:						0.0	KVA						
TOTAL LOAD:						4.9	KVA						
* PROVIDE NEW CIRCUIT BREAKER													

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

Know what's below. Call before you dig.

TWO WORKING DAYS BEFORE YOU DIG

City of Lomita
PUBLIC WORKS DEPARTMENT
24300 NARBONNE AVENUE, LOMITA, CA 90717
TEL. (310) 325-7110
FAX. (310) 325-4024

PREPARED BY:

Southern California Office
18565 SOLEDAD CANYON RD SUITE #210
SANTA CLARITA, CA 91351
TELEPHONE: 949-224-1590
FACSIMILE: 949-269-7954

NO.	DATE	BY	DESCRIPTION	APPROVED
1	04/07/23	AEPG	100% DESIGN SET	GV

SUBMITTED BY AEPG: _____ DATE _____

APPROVED BY City: _____ DATE _____

RYAN DAMON
ASSOCIATE ENGINEER

STANDBY POWER GENERATOR AT APPIAN WAY

ELECTRICAL SINGLE LINE DIAGRAM AND PANEL SCHEDULE E5.1

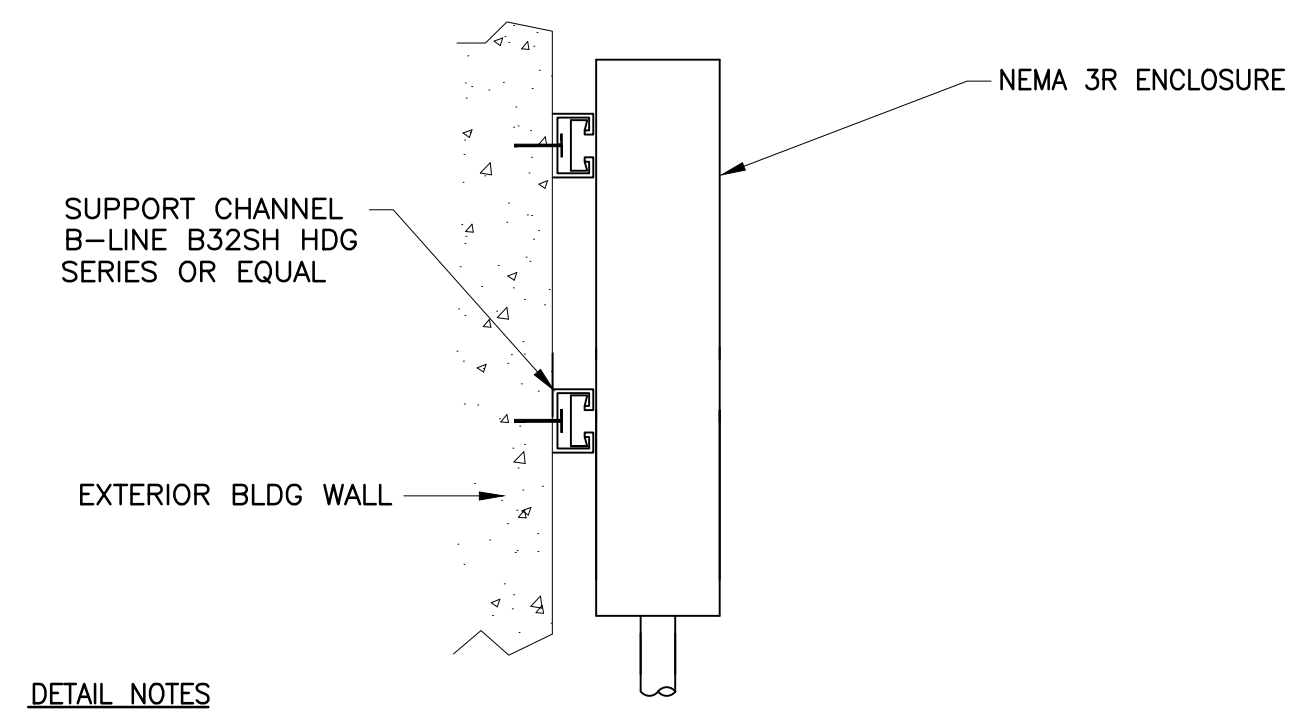
DESIGNED BY: AJ

DRAWN BY: JO

CHECKED BY: GV

PROJECT NO. CLOM-22026

SHT 6 OF 7 SHTS

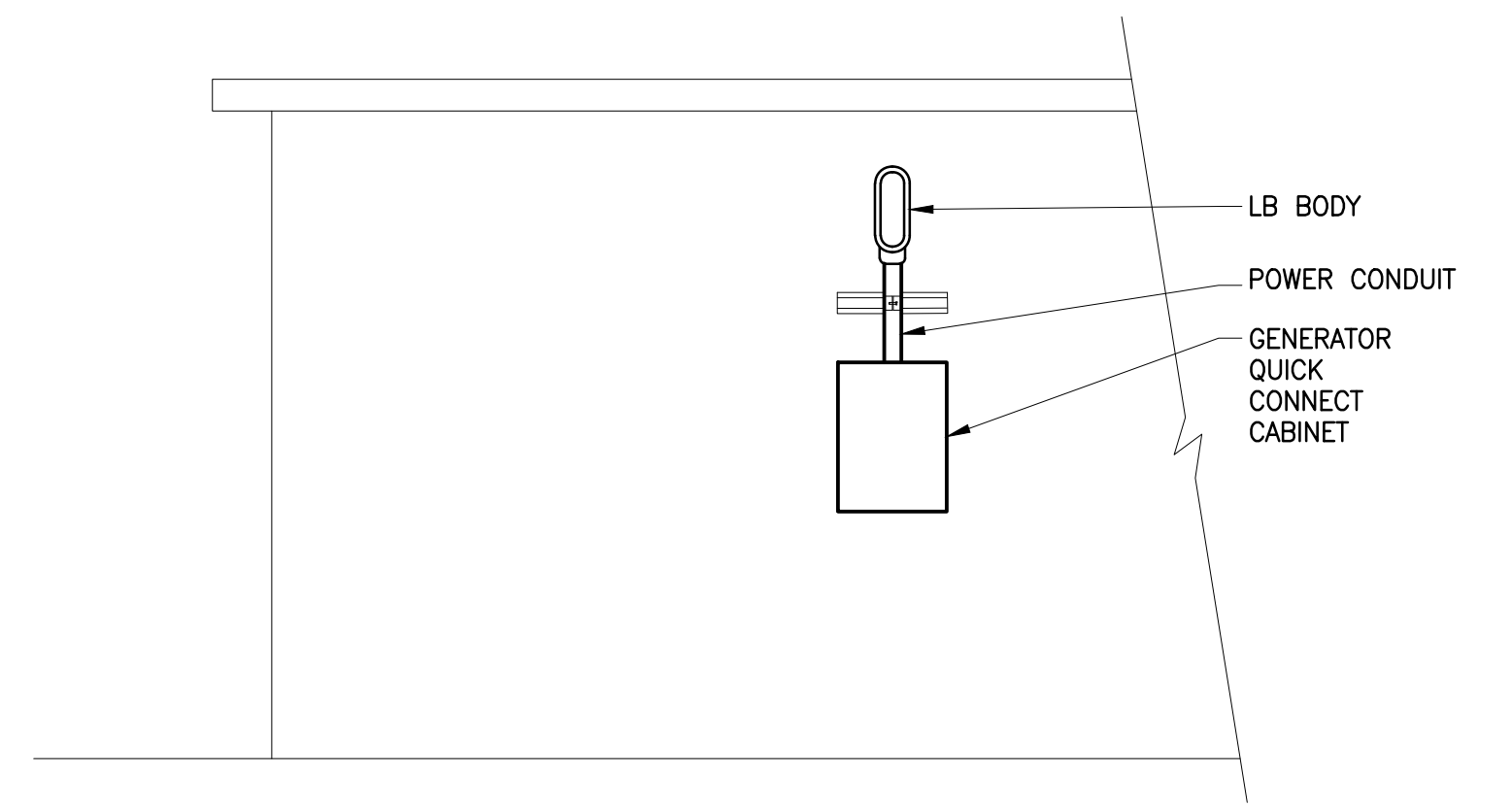


DETAIL NOTES
 1. FOR WOOD STUD WALL:
 USE 3/8" LAG BOLT WITH MIN 1-1/2" EMBEDMENT INTO STUDS. (ONE AT EACH END OF BRACKET)
 FOR CONCRETE WALL:
 USE 3/8" WEDGE ANCHOR WITH MIN 2-1/2" EMBEDMENT INTO CONCRETE WALL.
 (ONE AT EACH END OF BRACKET).

**GENERATOR QUICK CONNECT
 CABINET MOUNTING DETAIL**

SCALE: NTS

1
-



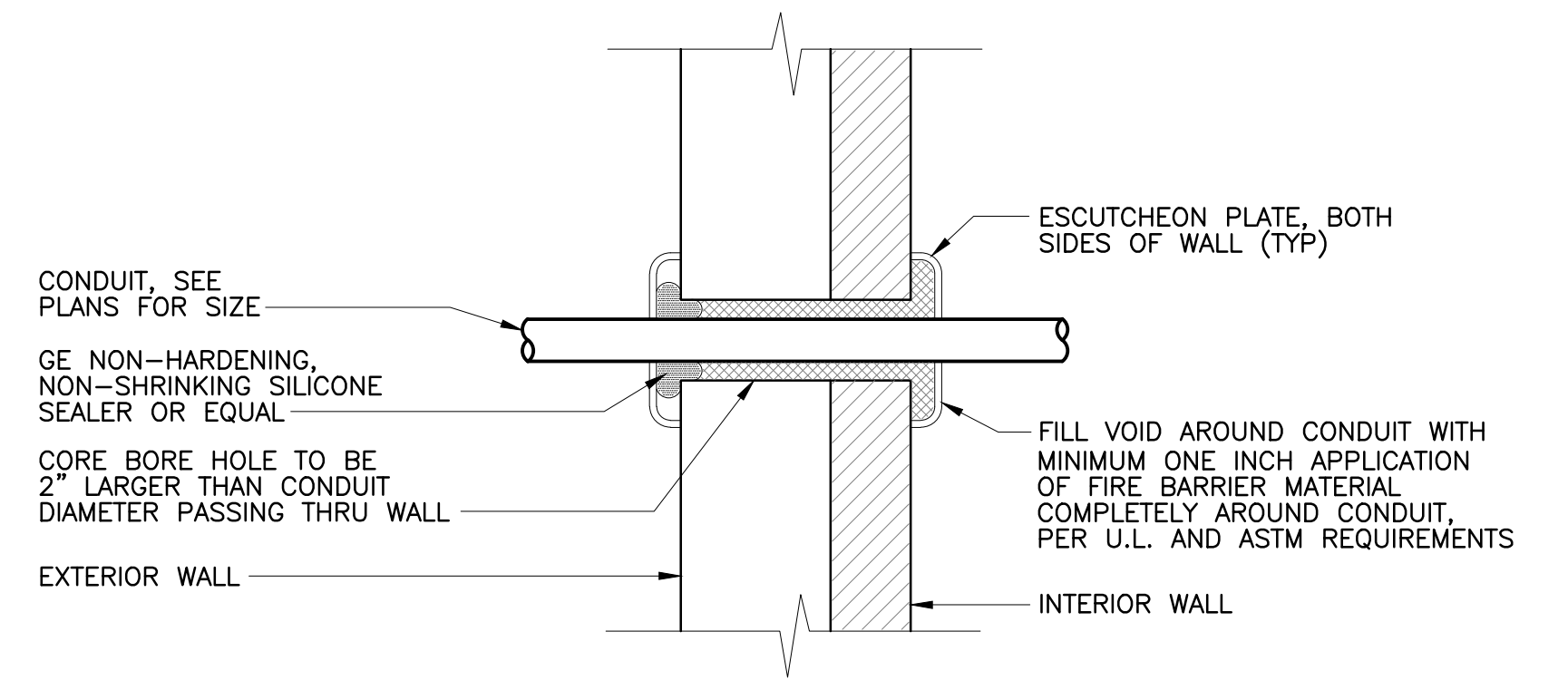
DETAIL NOTES:

1. LOCATED ON EXTERIOR WALL OF THE BUILDING, UON.
2. INSURE BENDING RADIUS PER TIA/EIA STANDARDS.
3. APPROXIMATE LOCATIONS OF GENERATOR QUICK CONNECT CABINET SHOWN. VERIFY IN FIELD.
4. CONDUIT TYPES AND QTY SHOWN FOR REFERENCE, REFER TO PLANS FOR QUANTITIES AND TYPES OF CONDUITS.

TYPICAL CONDUIT RISER

SCALE: N.T.S.

2
-



CONDUIT THRU EXTERIOR WALL

SCALE: NTS

3
-

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.
811
 Know what's below.
 Call before you dig.
 TWO WORKING DAYS BEFORE YOU DIG



City of Lomita
 PUBLIC WORKS DEPARTMENT
 24300 NARBONNE AVENUE, LOMITA, CA 90717
 TEL. (310) 325-7110
 FAX. (310) 325-4024

PREPARED BY:
AEPC group
 Southern California Office
 18565 SOLEDAD CANYON RD SUITE #210
 SANTA CLARITA, CA 91351
 TELEPHONE: 949-224-1590
 FACSIMILE: 949-269-7954

NO.	DATE	BY	DESCRIPTION	APPROVED
1	04/07/23	AEPC	100% DESIGN SET	GV

SUBMITTED BY AEPC : _____ DATE _____
 APPROVED BY City : _____ DATE _____
 RYAN DAMON
 ASSOCIATE ENGINEER
 PUBLIC WORKS

**STANDBY POWER GENERATOR AT
 APPIAN WAY**

ELECTRICAL DETAILS E7.1

PROJECT AND SHEET TITLE

DESIGNED BY : AI
 DRAWN BY : IO
 CHECKED BY : GV
 PROJECT NO.
 CLOM-22026
 SHT 7 OF 7 SHTS



CITY OF LOMITA

24300 Narbonne Avenue
Lomita, CA 90717

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

STANDBY POWER GENERATOR AT APPIAN WAY

BID OPENING

MONTH, DATE, 2023

XX:XX P.M.

Under the Supervision of:

Aleksei Isen, PE

XX-XX-2023

Date



MONTH 2023

TABLE OF CONTENTS

SECTION A-NOTICE INVITING BIDS (A)

NOTICE INVITING BIDS..... A-2

SECTION B-INSTRUCTIONS TO BIDDERS (B)

I. QUALIFICATION OF BIDDERS B-2
II. BIDDER'S RESPONSIBILITY B-3
III. ADDENDA TO CONTRACT DOCUMENT B-3
IV. PREPARATION OF THE BID B-4
V. BID BOND B-5
VI. NON-RESPONSIVE BIDS AND REJECTION B-5
VII. AWARD OF CONTRACT B-5
VIII. EXECUTION OF CONTRACT B-5
IX. APPRENTICESHIP EMPLOYMENT STANDARDS B-6
X. PERMIT, LICENSE AND PUBLIC WORKS AGREEMENT B-6
XI. INSURANCE B-6
XII. PRE-BID INQUIRIES B-6
XIII. LABOR CODE – SB 854 B-6
XIV. PREVAILING WAGE B-6
XV. GUIDELINES DURING COVID-19 PANDEMIC..... B-6

SECTION C-BID DOCUMENTS

BIDDERS PROPOSAL C-2
CONTRACTOR'S AFFIDAVIT C-7
BID BOND (10%) C-9
LIST OF SUBCONTRACTORS C-10
CONSTRUCTION PROJECT REFERENCES..... C-11
VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS C-12
DISQUALIFICATION OR DEBARMENT C-13

**SECTION D – DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY
AFTER AWARD OF CONTRACT**

PUBLIC WORKS AGREEMENT D-2
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT D-11
PERFORMANCE BOND D-13
LABOR AND MATERIAL BOND D-15
WORKERS' COMPENSATION INSURANCE CERTIFICATION..... D-18

SECTION E - SPECIAL PROVISIONS

SECTION F – ELECTRICAL SPECIFICATIONS

APPENDIX I - CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

APPENDIX II - CITY BUSINESS LICENSE APPLICATION

APPENDIX III - CITY OF LOMITA STANDARD PLANS

SECTION A
NOTICE INVITING BIDS



CITY OF LOMITA, CALIFORNIA
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Lomita, County of Los Angeles, California (hereinafter "City") will receive sealed bids at the Office of the City Clerk, City Hall, 24300 Narbonne Avenue, Lomita CA 90717 until **XX:00 PM on Day, Month XX, 2023** at which time all bids will be publicly opened and read in the City Council Chamber at the above address for:

STANDBY POWER GENERATOR AT APPIAN WAY

This project consists of new mobile generator and modifications to existing electrical distribution system at the City Of Lomita Public Works facility. The work to be done, in general, consists of furnishing all material, tools, equipment, and incidentals to perform the work as specified on drawings.

The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.

Each bid must be submitted in writing on a bid proposal furnished by the City. Bids must conform and be responsive to all contract documents. All bids must be sealed and must be plainly marked in the lower left-hand corner "**STANDBY POWER GENERATOR AT APPIAN WAY**".

Plans and Specifications may be downloaded and printed from the City's website at no charge at:

http://www.lomita.com/cityhall/business/index.cfm?p=bids_RFP/index.cfm

Prospective bidders who only view and/or print the Plans and Specifications from the City's website will not automatically be added to the City's Plan Holder list for this project unless they send an email to the to the Project Manager at r.damon@lomitacity.com and provide the firm's name, address, telephone and contact person with a valid email address. This will ensure that the prospective bidder is listed as a "Plan Holder" and will be informed of any addenda and all information issued subsequent to obtaining the official form of proposal.

Addenda will be posted on the City website, but it shall be the bidder's responsibility to inquire for any addenda/updates to this Notice Inviting Bid prior to submitting their bid.

Each proposal must be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Lomita, in an amount not less than 10 percent of the total bid submitted.

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney. The successful bidder will also be required to pay the State of California prevailing wage scale as determined by the Department of Industrial Relations, available at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder. Plans and Specifications will be available for review at City Hall.

The contractor shall possess a valid State of California Contractors License, **Class A**. All work shall be completed within **30 working days** from the date of the Notice to Proceed (NTP). Contractor shall provide testing of entire electrical system per electrical specifications provided with this project.

All questions regarding this bid must be submitted in writing on or before **XX:00 PM on Day, Month XX, 2023**, to the Project Manager, via email at r.damon@lomitacity.com.

Kathleen Horn Gregory, CMC,
City Clerk

Publish in Daily Breeze on **February 3rd and February 10th, 2022**

SECTION B
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

I. QUALIFICATION OF BIDDERS

1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

2. Contractor's License

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. **The required prime contractor license for this project is a Class A Contractor's license.** However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

3. Contractor Registration Requirements

SB 854 amended the Labor Code to require all contractors bidding on public work to register with the Department of Industrial Relations (DIR) and to pay an annual fee. The registration requires contractors to provide the State with evidence of the contractors' compliance with a number of statutory requirements. The registration requirement took effect on July 1, 2014.

4. Bidder's Submittal and Contract Award Prohibited

Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015. Similarly, a public entity cannot award a public work contract to a non-registered contractor, effective April 1, 2015. Also refer to Section 5-3.1 of the Special Provisions.

5. Bidder Qualifications

Bidder Qualifications called for to be submitted at the time of bid include, but are not necessarily limited to:

- a. The Contractor shall have been in business under the same name and California Contractor's License for a minimum of 10 continuous years prior to the bid opening date for this project. The license used to satisfy this requirement shall be of the same type as required by the contract.
- b. The Contractor shall provide a minimum of 3 references for the construction of street rehabilitation projects which have been successfully completed in the State of California with a construction cost of at least \$2M. during the past 5 years
- c. The Contractor or the Subcontractor performing the construction of street rehabilitation shall have a minimum of 10 years' experience under the same name and California Contractor's License
- d. The Contractor shall perform above 50% of the contract with its own forces.

II. BIDDER RESPONSIBILITY

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with the Lomita Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provisions and criteria set forth in the Lomita Municipal Code, the Public Works Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2nd lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

III. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda to the Contract Documents during the period of advertising for any reason. The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

Addenda will be posted on the City website, but it shall be the bidder's responsibility to inquire for any addenda/updates to this Notice Inviting Bid prior to submitting their bid.

IV. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Plans and the Work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the drawings, specifications, and other contract documents.

2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work based on field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder.

Required seven (7) Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Contractor's Affidavit
- 3) Bid Bond (10%)
- 4) List of Subcontractors
- 5) Construction Project References
- 6) Violations of Federal or State Law
- 7) Disqualification or Debarment

All prices submitted will be considered as including any and all sales or use taxes. The Bid Proposal must be completed in ink or in typewritten form. The bid sum and all bid amounts on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

In the case of discrepancy between unit bid price and total bid, the unit price shall prevail.

V. BID BOND

Each bid shall be accompanied by Bidder's Security in an amount equal to ten (10) percent of the bid amount, which security shall be lawful money of the United States of America and in one of the following forms: (i) cashier's check made payable to the City of Lomita, (ii) certified check made payable to the City of Lomita, or (iii) bid bond executed by an admitted surety insurer and made payable to the City of Lomita. City Bid Bond form must be used.

VI. NON-RESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required seven (7) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

VII. AWARD OF CONTRACT

In accordance with the Lomita Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed ninety (90) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

VIII. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- 1) Contract - Public Works Agreement
- 2) Construction or Service Contract Endorsement
- 3) Performance Bond (100% of Bid price)
- 4) Labor and Material Bond (100% of Bid price)
- 5) Workers' Compensation Insurance Certificate
- 6) Verification of Insurance Coverage (Certificates and Endorsements)
- 7) Construction Permit Application Form
- 8) Business License Application Form

IX. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

X. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. A no fee Excavation Permit will be issued by the City of Lomita for this project. The Contractor shall obtain a City of Lomita Business License.

XI. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

XII. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must e-mail their question(s) on or before **1:00 PM on day, Month date, 2023**, to the Project Manager, via email at r.damon@lomitacity.com. Questions received after this date may not be considered.

XIII. LABOR CODE – SB 854

The bidder shall be registered with the Department of Industrial Relations (DIR) in accordance with the provisions of Section 1771.1 of the California Labor Code, as amended by SB 854. No public work contract may be awarded to a non-registered contractor or subcontractor after April 15, 2015.

XIV. PREVAILING WAGE

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>

XV. GUIDELINES DURING COVID-19 PANDEMIC

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.

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.

SECTION C
BID DOCUMENTS

(TO BE SUBMITTED WITH BID PACKAGE)

BIDDER'S PROPOSAL

STANDBY POWER GENERATOR AT APPIAN WAY

Company: _____

Honorable Mayor and Members
of the Lomita City Council
Lomita, California

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Lomita for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

The undersigned hereby acknowledges that he/she has examined the copies of the plans, specifications and all Contract Documents for this project and is fully aware of scope of the work.

The undersigned also acknowledges that he/she has examined the project site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

The undersigned also acknowledges that timely completion of the project is important to the City. Therefore time being of the essence, he/she proposes that the work will be commenced and will be completed within the time specified in the Notice Inviting Bids.

Specification or Items not indicated on Bid Form: The Contractor is to accommodate those portions of the work required by the specifications or contract documents, whose method of payment is not included in other bid items elsewhere.

In addition, bid items costs associated with bonds, insurance, traffic control, labor, equipment, materials, overhead, profits, any and all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within 30 working days from the date the notice to proceed is issued by the Engineer.

PROJECT BID SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Total Bid
1	General Requirements	1	EA	\$	\$
2	Core Drill Penetration Holes at Exterior Wall	1	EA	\$	\$
3	Install Generator Connect Cabinet including Quick Connect	1	EA	\$	\$
4	Install New Circuit Breaker in Existing Main Switchboard	1	EA	\$	\$
5	Install Kirk-Key Interlock	1	EA	\$	\$
6	Install Conduits and Wiring including 20' and 100' Camlock Extension Wires	1	EA	\$	\$
7	Lighting	1	EA	\$	\$
8	Install GFI Receptacle for Battery Charger	1	EA	\$	\$
9	Support Testing of Rental Generator	1	EA	\$	\$
10	Support Testing of Permanent Generator	1	EA	\$	\$
TOTAL BID (Items 1 through 10)				\$	

TOTAL BID:

(Figures) _____

(Words) _____

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing

such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Lomita.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Contractor _____

Date: _____ By: _____

Contractor's State License No.: _____ Class _____ Exp. Date: _____

Contractor's Address: _____

Phone: _____

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
 COUNTY OF _____ }

_____, being first duly sworn, deposes and says:

1. That he is the _____ Title
 of _____
 (Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Lomita a proposal for: **STANDBY POWER GENERATOR AT APPIAN WAY**

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lomita, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Lomita, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

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

Dated this _____ day of _____, 2023

Subscribed and Sworn to

Contractor

Title

before me this _____ day of _____, 2023.

Notary Public in and for said
County and State.
(Seal)

BID BOND (10%)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

as sureties, are held and firmly bound unto the City of Lomita, State of California, in the penal sum of _____ dollars (\$_____), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Lomita a bid or proposal for the performance of certain work as required in the City of Lomita, said work being: **STANDBY POWER GENERATOR AT APPIAN WAY** in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20____.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____

LIST OF SUBCONTRACTORS

STANDBY POWER GENERATOR AT APPIAN WAY

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

CONSTRUCTION PROJECT REFERENCE

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: _____ Federal/State: _____

If "yes," identify and describe, (including agency and status): _____

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: _____ Code/Laws: _____ Section/Article: _____

If "yes," identify and describe, (including agency and status): _____

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: _____. If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes/No: _____

SECTION D
CONTRACT DOCUMENTS

**TO BE SUBMITTED
WITHIN TWENTY ONE (21) CALENDAR DAYS
AFTER AWARD OF CONTRACT**



CITY OF LOMITA PUBLIC WORKS AGREEMENT

CITY OF LOMITA PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between _____ (hereinafter referred to as "CONTRACTOR") and the City of Lomita, California, a municipal corporation (hereinafter referred to as "CITY").

RECITALS

- A. Pursuant to the Notice Inviting Sealed Bids for **STANDBY POWER GENERATOR AT APPIAN WAY** Project, bids were received, publicly opened, and declared on the date specified in the notice.
- B. On March 15, 2022, Lomita's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.
- C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the **STANDBY POWER GENERATOR AT APPIAN WAY** Project in the City of Lomita.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the **STANDBY POWER GENERATOR AT APPIAN WAY** Project in the City of Lomita. The work shall be performed in accordance with the Plans and Specifications dated **MONTH** 2023 (the "Specifications" attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Lomita City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending,

or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. **COMPENSATION:** CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within **30 working days** from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000.00 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. **PREVAILING WAGES:**

Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours

set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. CONTRACTOR'S LIABILITY: The City of Lomita and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of any Indemnitee. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Builders General Provisions.
12. ASSIGNMENT: This Agreement is not assignable nor the performance of neither party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Lomita business license, if required under CITY ordinance.
16. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
18. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the

covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements, or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if signed by the party to be charged.

19. **AUTHORITY:** CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
20. **NOTICES:** All notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY OF LOMITA, CA

24300 Narbonne Avenue, Lomita, CA 90717

Attention:

CONTRACTOR:

Attention:

21. **DISPUTES.** Disputes arising from this Agreement will be determined in accordance with the contract documents and Public Contracts Code §§ 10240-10240.13.
22. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this

section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

23. NO THIRD PARTY BENEFICIARY. This Agreement and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
24. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
25. 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.
26. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California

CONTRACTOR'S License No. _____

CONTRACTOR

_____ By: _____
DATE

CONTRACTOR'S Business Phone _____

Emergency Phone at which CONTRACTOR can be reached at any time: _____

CITY OF LOMITA, CALIFORNIA

_____ By: _____
DATE Ryan Smoot, CITY MANAGER

ATTEST:

_____ By: _____
DATE Kathleen Horn Gregory, CITY CLERK

APPROVED AS TO FORM:

_____ By: _____
DATE Trevor Rusin, CITY ATTORNEY

Attachments: Exhibit A: Contractor's Bid Proposal

**CITY OF LOMITA
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT**

To be attached to and made a part of all policies insuring the liability of any person, firm or corporation performing services under contract for the City of Lomita.

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

1. Include the City of Lomita as an additional insured. (To include the elected officials, appointed officials, and employees.)
2. Indemnify and save harmless the City of Lomita against any and all claims resulting from the undertaking specified in the contract known as:

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR
STANDBY POWER GENERATOR AT APPIAN WAY**

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

3. Not be cancelled except by notice to the City Attorney of the City of Lomita at least thirty (30) days prior to the date of cancellation.
4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$3,000,000 each Occurrence, and \$5,000,000 Aggregate.
5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Lomita as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:
 - (a) That the CONTRACTOR specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprenticeable craft or trade.
 - (b) By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code,

and I will comply with such provisions before commencing the performance of the work of this contract.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

Duly Authorized Agent

Attached to and forming part of

Policy No.: _____

of the: _____

Date: _____

Expiration Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and _____ a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Lomita, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that: **WHEREAS**, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20____, with the said City of Lomita for the **STANDBY POWER GENERATOR AT APPIAN WAY**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND (CONTINUED)

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED AND DATED this _____ day of _____, 20____.

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and _____ a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Lomita, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Lomita for the **STANDBY POWER GENERATOR AT APPIAN WAY**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

LABOR AND MATERIAL BOND (CONTINUED)

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

EXECUTED, SEALED AND DATED this _____ day of _____, 20 ____

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

STANDBY POWER GENERATOR AT APPIAN WAY In compliance with Section 7-4 of the Standard Specifications, the CONTRACTOR shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

DATED: _____

CONTRACTOR

By: _____
Signature

Title: _____

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the latest editions of the Standard Specifications for Public Works Construction (SSPWC “Greenbook”), and the Standard Specification of the State of California Department of Transportation (Caltrans), as noted herein. These Special Provisions have been arranged in a format that parallels the SSPWC “Greenbook” Standard Specifications.

PART 1 - GENERAL PROVISIONS

SECTION 1 - GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS. Add or redefine the following:

AGENCY – The City of Lomita, herein referred to as City.

BOARD – The City Council of the City of Lomita, herein referred to as City Council.

ENGINEER –The Public Works Director/City Engineer of the City of Lomita, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

CLAIM -- A separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Agency.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General. Replace the entire sub-section with the following:

Within twenty-one (21) calendar days after the date of the City's award of contract, the Contractor shall execute and return all Contract Documents required by the City. The City reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

Per Lomita Municipal Code the City of Lomita reserves the right to reject any and all proposals, to waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

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

1-7.2 Contract Bonds. Add the following

The "Performance Bond" shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance of the project by the City Council.

SECTION 2 - SCOPE OF THE WORK

2-1 WORK TO BE DONE. Add the following:

Scope of Work. The Work generally consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to provide standby power generator at the Appian Way

Water Pumping Stations as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

The Work also includes all necessary traffic control; preparing and updating construction schedules; and site safety.

2-2 PERMITS. Replace the subsection with the following:

The Contractor shall obtain a Business License and Encroachment Permit before commencing construction.

SECTION 3 – CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. Add the following sentence to the first paragraph to read as follows:

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

Add the following subsections:

3-7.1.1 Plans. Included as part of the Contract Documents are the following, which show the location, character, dimensions or details of the Work:

1) Project Plans

The plans and data provided with the Contract Documents are based on existing plans and documents. The plans and data are provided for information only. The Owner does not guarantee their accuracy and correctness. If the Bidder in preparing the Bid Proposal uses this information, the Bidder assumes all risks resulting from conditions differing from the information shown. The Bidder, in consideration for the information being provided, hereby releases the City, from any responsibility of obligation as to the accuracy of such information or for any additional compensation for work performed due to assumptions based on the use of such information.

2) Standard Plans

- a. City of Lomita Standard Plans, latest edition
- b. Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), latest edition

3-7.1.2 SPECIFICATIONS. The Work shall be performed or executed in accordance with these Provisions and the following:

- 1) Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Greenbook, as written and promulgated by Public Works Standards, Inc. The Greenbook is published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) Sections 56-2, 84, 85, 86 and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.

3-7.2 Precedence of the Contract Documents. Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies.
- 2) Change Orders (including Plans and Specifications attached thereto).
- 3) Public Works Agreement
- 4) Addenda
- 5) Special and General Provisions
- 6) Plans
- 7) City Standard Plans
- 8) Other Standard Plans
- 9) Greenbook
- 10) Reference Specifications

With reference to the Plans/Drawings, the order of precedence is as follows:

- 1) Change Order plans govern over Addenda and Contract plans
- 2) Addenda plans govern over Contract plans
- 3) Contract plans govern over standard plans
- 4) Detail plans govern over general plans
- 5) Figures govern over scaled dimensions

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements
- 3) Special Provisions
- 4) Instruction to Bidders
- 5) Referenced Standard Plans
- 6) Referenced Standard Specifications

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the City's fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order in accordance with subsection 2-8. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

3-8 SUBMITTALS.

Submittals are required for the following:

- Construction Schedule
- Vendor Submittals (electrical equipment and wiring)

All Contractor submittals shall be carefully reviewed against the contract documents by an authorized representative of the Contractor, prior to submittal to the Engineer. A letter shall be included with each submittal stating the contract documents have been reviewed and the submitted product is correct for the project application and in strict conformance with the contract documents. The letter affidavit must be dated and signed by both the Contractor and the product manufacturer or service provider. In the case of shop drawings, each sheet shall be so dated and signed for approval. No consideration for review by the Engineer of any Contractor submittals will be made for any items which are not accompanied by affidavit by the Contractor. All submittals without an affidavit will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

The Engineer's review of Contractor submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

3-13 COMPLETION, ACCEPTANCE AND WARRANTY. Add the following:

It is the intent of the Specifications that only first-class materials and workmanship will be acceptable. The Contractor shall take all necessary measures to protect Work from damage and prevent accidents and vandalism during any and all phases of the work.

Until the final acceptance of the Work by the City, by written action of the Engineer, the Contractor shall have the charge and care thereof and will bear the risk of injury or damage to any part of the Work by the action of the elements, vandalism, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and will bear the expense thereof.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following subsection:

3-13.4 Manufacturer's Warranties. Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL- Add the following paragraph after the second paragraph:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship.

The Contractor, at no cost to the City, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion.

Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the City harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Maintenance Bond furnished to the City by the Contractor. There shall be specific wording in the Maintenance Bond, that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The City reserves the right to withhold the retention until the Maintenance Bond has been accepted by the City.

The Contractor shall make all repairs, replacements, and restorations covered by the Maintenance Bond within 10 working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the City to file claim against the bond.

Excepted from the Maintenance Bond will be defects caused by acts of God, acts of the City, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

If the work, or any portion thereof, shall be damaged in any way, or if any defective materials or faulty workmanship shall be discovered at any time prior to the final payment, the Contractor shall forthwith, at its own cost and expense, repair said damage, or replace such defective materials, or remedy such faulty workmanship in a manner satisfactory to the Engineer.

4-2 PROTECTION. Add the following:

The Contractor shall assume all risks and expense of interference and delay in his operations, and the protection from or the repair of damage to improvements being built under the contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to

an extension of time in accordance with the provisions of Subsection 6-4. The Contractor shall also assume full responsibility and expense of protecting, or removing and returning to the site of Work, all equipment or materials under his care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the City harmless from all claims or suits for damages arising from his operations in dewatering the Work and control of water.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-7 SAFETY. Add the following:

5-7.2.4 PUBLIC SAFETY DURING NON-WORKING HOURS

Notwithstanding the Contractor's primary responsibility for safety on the job site when the Contractor is not present, the Engineer at Engineer's option after attempting to contact the Contractor may direct City Forces to perform any functions Engineer may deem necessary to ensure public safety at or in the vicinity of the job site. If such procedure is implemented, the Contractor will bear all expenses incurred by the City.

In all cases the judgment of the Engineer shall be final in determining whether or not an unsafe situation exists.

5-7.2.5 WRITTEN COMMUNICATIONS

Contractor's written communications, including letters, field memoranda, requests for substitution (RFS) and requests for information (RFI) shall be written in a clear and concise manner. In particular, RFSs and RFIs shall clearly describe the condition or issue of concern, the cause of the condition or issue and the proposed solution or specific question being posed to the Engineer. Contractor shall not be entitled to any delays or additional compensation as a result of issues that in the Engineer's opinion originated with, or were exacerbated by, poor written communications by the Contractor.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Replace the entire subsection with the following:

6-1.1 General. Within ten (10) working days after the date of the City's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with the Specification and these Special Provisions.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City will not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay

for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work.

6-1.2 Criteria. Construction schedules shall consider the following:

- 1 - WORK HOURS. Work shall be performed between the hours of 7:00 A.M. and 4:00 P.M. unless otherwise approved by the Engineer. The Contractor will be allowed to work on Fridays when City Hall is scheduled to be closed. No work shall occur on Sundays or holidays. The following days are holidays: Memorial Day May 29, 2023, Independence Day, July 4, 2023; Labor Day, September 4, 2023; Veteran's Day, November 11, 2023; Thanksgiving, November 23 and 24, 2023.

6-1.3 Compensation. Compensation for all scheduling activities will be made on the lump sum basis per the Contract Unit Price for "MOBILIZATON AND DEMOBILIZATION," in the Bidder's Proposal.

6-10 SEQUENCE OF CONSTRUCTION

6-10.1 Multiple Headings. In order to meet the contract schedule, the Contractor will be allowed to initiate and maintain two or more construction headings. However, the Contractor will not be allowed to have multiple phases of work occurring that have the corresponding traffic control devices in conflict with each other.

SECTION 7 - MEASUREMENT AND PAYMENT

7-2 LUMP SUM WORK

Add the following:

Contractor shall submit a detailed schedule of value for all lump sum bid items to the Engineer within 15 days after award of contract.

7-3 PAYMENT

7-3.1 General

Revise paragraph one to read: The unit and lump sum bid prices for each item of work shown on the proposal shall include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work, including restoring all existing improvements, to complete the item of work in place and no other compensation will be allowed thereafter. Payment for incidental items of work not separately listed shall be included in the prices shown for the other related items of work. The following items of work pertain to the bid items included within the Proposal:

Item No. 1 General Requirements including Mobilization and Demobilization and the cost to secure bonds and insurance, movement of personnel, equipment, materials and incidentals to and from the project sites, securing a temporary construction yard, maintaining the project in a safe, clean and orderly manner during construction and final cleanup of the work and staging sites.

Included in this item are any costs associated with construction activities including construction survey required to conform to the notes on the construction plans, contract general conditions and site supervision including safety management plan.

Payment for “General Requirements” shall be made at the lump sum price indicated in the Bid Sheets and progress payments shall be made upon the judgment of the Engineer as percent complete.

Item No. 2 Core Drill Penetration Holes at Exterior Wall. Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide holes in the existing exterior wall required for the complete installation of the project..

Item No. 3 Install Generator Connect Cabinet including Quick Connect. Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the generator connect cabinet including quick connect.

Item No. 4 Install New Circuit Breaker in Existing Main Switchboard. Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the new circuit breaker in the existing main switchboard.

Item No. 5 Install Kirk-Key Interlock. Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the Kirk-Key interlock.

Item No. 6 Install Conduits and Wiring including 20’ and 100’ Camlock Extension Wires. Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the all conduits and wiring required for the

complete installation of the project.

- Item No. 7** **Lighting.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of all light fixtures required for the complete installation of the project.
- Item No. 8** **Install GFI Receptacle for Battery Charger.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the GFI receptacle for the battery charger.
- Item No. 9** **Support Testing of Rental Generator.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to support the startup and testing of the rental generator by the rental agency.
- Item No. 10** **Support Testing of Permanent Generator.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to support the startup and testing of the permanent generator by the generator manufacturer..

7-4.3 MARKUP. Replace the entire subsection with the following:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-7-4.2.1, 7-4.2.2, and 7-4.2.3.

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When any part of the extra work is performed by a subcontractor, the markup established in 7-4.2.1 shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

APPENDIX I

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

Project Type: Roadway and/or Bridge/Structure Water/Sewer
 Traffic Signal/Street Lighting Other _____

Project Name: _____ Date: _____

City Contract No. _____

Project Location: _____

Thomas Guide Page/Grid No(s): _____

Contractor Name: _____

Contractor Address: _____

Contractor License #: _____

Project Duration: From: _____ To: _____

Demolition and Recycling Cost: \$ _____

Type(s) of Debris Generated	Total Quantity Generated (tons, c.y. or units)	Reuse /Recycling		Disposal	
		Total Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Total Quantity (tons, c.y. or units)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
Total					

Notes:

- Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.
- If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

Prepared by _____ Signature _____ Phone #: _____

APPENDIX II

CITY BUSINESS LICENSE APPLICATION



CITY OF LOMITA

24300 NARBONNE AVENUE • LOMITA, CA 90717 • OFFICE (310) 325-7110 • FAX (310) 325-4024

BUSINESS LICENSE APPLICATION

BUSINESS NAME _____

BUSINESS ADDRESS _____
(P.O. Box NOT Allowed)

MAILING ADDRESS _____

BUSINESS PHONE () _____

DESCRIBE EXACT NATURE OF BUSINESS: _____

OFFICIAL USE ONLY

LICENSE ID: _____

EXP DATE: _____

ISSUING CLERK: _____

TOTAL PAID: \$ _____

CASH CHECK CHARGE

OWNERSHIP: CORPORATION SOLE PROPRIETOR PARTNERSHIP TRUST

RESALE/SELLERS NO. _____ FEDERAL I.D. NO. _____ STATE I.D. NO. _____

CONTRACTORS STATE LICENSE NO. _____ LICENSE TYPE _____ EXP DATE _____

Enter below names of Owner, Partner, or Corporate Officer (if applicable, please provide a copy of Articles of Inc)

OWNER NAME _____ PHONE () _____

HOME ADDRESS _____

SOCIAL SECURITY NO. _____ DRIVERS LICENSE NO. _____

ESTIMATED GROSS RECEIPTS BUSINESS TAX FEE DUE FOR NEXT 12 MONTHS \$ _____

NOTICE

BUSINESS CERTIFICATES ARE ISSUED PENDING THE APPROVAL OF ANY OR ALL OF THE BELOW NAMED REGULATORY DEPARTMENTS. PRELIMINARY FILING OF THIS APPLICATION DOES NOT CONSTITUTE EVIDENCE THAT THE ABOVE DESCRIBED BUSINESS HAS MET THE REQUIREMENTS OF THE CITY OF LOMITA MUNICIPAL CODE. I DELARE UNDER PENALTIES OF PERJURY THAT THIS APPLICATION AND ANY ATTACHMENTS THERETO, HAVE BEEN EXAMINED BY ME, AND THE BEST OF MY KNOWLEDGE AND BELIEF REPRESENT TRUE, CORRECT AND COMPLETE STATEMENT OF FACTS.

APPLICANT SIGNATURE _____ DATE _____

CITY DEPARTMENTS	APPROVAL	INITIALS	DATE
CITY MANAGER	<input type="checkbox"/> YES <input type="checkbox"/> NO		
PLANNING	<input type="checkbox"/> YES <input type="checkbox"/> NO		
CODE ENF	<input type="checkbox"/> YES <input type="checkbox"/> NO		
HEALTH DEPT	<input type="checkbox"/> YES <input type="checkbox"/> NO		
FIRE DEPT	<input type="checkbox"/> YES <input type="checkbox"/> NO		

CITY DEPARTMENTS	APPROVAL	INITIALS	DATE
CITY MANAGER	<input type="checkbox"/> YES <input type="checkbox"/> NO		
PLANNING	<input type="checkbox"/> YES <input type="checkbox"/> NO		
CODE ENF	<input type="checkbox"/> YES <input type="checkbox"/> NO		
HEALTH DEPT	<input type="checkbox"/> YES <input type="checkbox"/> NO		
FIRE DEPT	<input type="checkbox"/> YES <input type="checkbox"/> NO		

APPENDIX III

CITY OF LOMITA STANDARD PLANS

SECTION F – ELECTRICAL SPECIFICATIONS

SPECIFICATIONS TABLE OF CONTENTS

Section #	Name
016400	Owner Furnished / Contractor Installed Products
260500	Common Work Results for Electrical
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceway and Boxes for Electrical Systems
260548	Vibration and Seismic Controls for Electrical Systems
260553	Identification for Electrical Systems
263213	Diesel Engine Generators and Connection Box

SECTION 01 64 00 OWNER FURNISHED PRODUCTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract.

1.2 SECTION INCLUDES

- A. Requirements for installing Owner-furnished products, including providing miscellaneous items and accessories for a complete, functioning installation.

1.3 PRODUCT HANDLING

- A. Protection: Contractor shall use means necessary to protect the materials of this Section before, during, and after installation and to protect completed Work, including products installed by others.
- B. Replacements: In the event of damage, Contractor shall immediately repair all damaged and defective Work to satisfaction of Owner's Representative, at no change in Contract Time and Contract Sum.

PART 2 PRODUCTS

2.1 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFICI) PRODUCTS

- A. Products Identified with Contractor Responsibility for Installation:
 - 1. Contractor shall verify mounting and utility requirements for accepted products.
 - 2. Contractor shall provide mounting and utility rough-ins for OFCI products.
 - a. Rough-in locations, sizes, capacities and similar type shall be as indicated and required by product manufacturers.
 - b. If the Owner substitutes items similar to those scheduled there shall be no change in rough-in cost, unless substitution occurs after rough-in has been completed or rough-in involves other mounting requirements, utilities of different capacity than those required by item originally specified.
 - 3. For items Designated to Be Owner- or Vendor-Furnished: Owner or its vendor will furnish manufacturer's literature or information, shop drawings, or appropriate information for preparing

required shop drawings.

- B. Installation Instructions: Approved manufacturer's printed descriptions, specifications and recommendations shall govern the Work, unless specifically indicated otherwise.
- C. Electrical Components: Contractor shall comply with requirements specified in Division 26 - Electrical, including California Electrical Code (CEC).

2.2 **OWNER-FURNISHED/CONTRACTOR-INSTALLED PRODUCT REQUIREMENTS**

A. Products Furnished by Owner and Installed by Contractor:

- 1. Contractor shall coordinate delivery of OFCI products. Owner will furnish products to coincide with construction schedule the following products/equipment:
 - a. Rental Generator
 - b. Final Generator
 - c. Load Bank
- 2. Owner will:
 - a. Furnish standard integral components of products.
 - b. Deliver products to site. Contractor shall assist Owner in offloading products.
- 3. The Contractor shall:
 - a. Receive products at site and give written receipt for product at time of delivery, noting visible defects and omissions; if such declaration is not given, the Contractor shall assume responsibility for such defects and omissions.
 - b. Store products until ready for installation and protect from loss and damage.
 - c. Uncrate, assemble and set products in place.
 - d. Install products in accordance with manufacturer's recommendations, instructions and shop drawings under supervision of manufacturer's representative where specified, supplying labor and material required and making mechanical, plumbing and electrical connections necessary to operate equipment.
 - e. Where so specified, installation shall be only by installer approved by manufacturer. If known, approved installer is identified on the Drawings or in the Specifications.
 - f. Provide and install backing for all products weighing 20 pounds or more.
 - g. Treat all Owner or Vendor supplied products with the same care as all Contractor furnished items.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to commencing Work, Contractor shall verify that Work specified in other Sections has been properly completed and installed as specified to allow for installation of all materials and methods required of this Section.
2. Contractor shall verify that new and existing products and conditions are satisfactory for installation or relocation of OFCI products. If unsatisfactory conditions exist, do not commence the installation until such conditions have been corrected.

B. Discrepancies:

1. In the event of discrepancy, Contractor shall immediately notify the Owner's Representative.
2. Contractor shall not proceed with installation in areas of discrepancy until all such discrepancies have been resolved.

3.2 INSTALLATION

- A. Contractor shall relocate and reinstall existing products in accordance with Contract Documents and reviewed shop drawings, original manufacturer's instructions and recommendations if applicable and as directed.
- B. Contractor shall install Owner-furnished products in accordance with reviewed shop drawings and manufacturer's printed instructions, as applicable.

3.3 ADJUSTING AND CLEANING

- A. Contractor shall adjust products as necessary and as directed by Owner's Representative.
- B. Contractor shall clean all new OFCI products.
- C. Contractor shall protect OFCI products from damage until Contract Completion.

END OF SECTION

SECTION 260500 COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. Section Includes:
 - 1. Electrical equipment coordination and installation.
 - 2. Sleeves for raceways and cables.
 - 3. Sleeve seals.
 - 4. Grout.
 - 5. Common electrical installation requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For sleeve seals.

1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed
PART 2 PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 - 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM, NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 3. Pressure Plates: Plastic, Carbon steel, Stainless steel. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating, Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable

penetration sleeves with firestop materials. Comply with requirements in Division 07 Section "Penetration Firestopping."

- K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel, cast-iron pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

END OF SECTION 260500

SECTION 260519 **LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

PART 1 **GENERAL**

1.1 **RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract.

1.2 **SUMMARY**

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
 - 3. Sleeves and sleeve seals for cables.

1.3 **DEFINITIONS**

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 **SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports.

1.5 **QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and label.6.ed as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Alcan Products Corporation; Alcan Cable Division.
 2. American Insulated Wire Corp.; a Leviton Company.
 3. General Cable Corporation.
 4. Senator Wire & Cable Company.
 5. Southwire Company.
- C. Copper Conductors: Comply with NEMA WC 70.
- D. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN.

2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
 2. Hubbell Power Systems, Inc.
 3. O-Z/Gedney; EGS Electrical Group LLC.
 4. 3M; Electrical Products Division.
 5. Tyco Electronics Corp.
- C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping.

2.4 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.
 - 3. Metraflex Co.
 - 4. Pipeline Seal and Insulator, Inc.
- C. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM, NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Pressure Plates: Plastic, Carbon steel, Stainless steel. Include two for each sealing element.
 - 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating, Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.

- C. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- D. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- E. Class 2 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least [6 inches (150 mm)] [12 inches (300 mm)] of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- D. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- E. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- F. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 2. For sleeve rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).
- G. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- H. Cut sleeves to length for mounting flush with both wall surfaces.
- I. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- J. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.
- K. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- L. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.
- M. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- N. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground exterior-wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

- B. Perform tests and inspections and prepare test reports.
- C. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- D. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions.

1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Test wells.
 - 2. Ground rods.
 - 3. Ground rings.
 - 4. Grounding arrangements and connections for separately derived systems.
 - 5. Grounding for sensitive electronic equipment.
- C. Qualification Data: For qualified testing agency and testing agency's field supervisor.
- D. Field quality-control reports.
- E. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NETA MTS, NFPA 70B.
 - a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
 - b. Include recommended testing intervals.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.
 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Bare Grounding Conductor and Conductor Protector for Wood Poles:
 1. No. 4 AWG minimum, soft-drawn copper.
 2. Conductor Protector: Half-round PVC or wood molding; if wood, use pressure-treated fir, cypress, or cedar.
- D. Grounding Bus: Pre-drilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.

1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- C. Conductor Terminations and Connections:
 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 2. Connections to Structural Steel: Welded connectors.

3.2 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- E. Grounding system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.
- B. Related Sections include the following:
 - 1. Division 26 Section "Vibration And Seismic Controls For Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC / GRC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.
- C. Welding certificates.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.

PART 2 PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.

- g. Wesanco, Inc.
- 3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
- 4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
- 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
- 6. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- (14-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c., in at least 1 surface.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 - 3. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 - 4. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 - 5. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- C. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
 - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

END OF SECTION 260529

SECTION 260533 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

2.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. RMC: Rigid metallic conduit.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.
- C. Samples for Initial Selection: For wireways with factory-applied texture and color finishes.
- D. Samples for Verification: For each type of exposed finish required for wireways, prepared on Samples of size indicated below.
- E. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members in the paths of conduit groups with common supports.

- F. **Manufacturer Seismic Qualification Certification:** Submit certification that enclosures and cabinets and their mounting provisions, including those for internal components, will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
1. **Basis for Certification:** Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will retain its enclosure characteristics, including its interior accessibility, after the seismic event."
 2. **Dimensioned Outline Drawings of Equipment Unit:** Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. **Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.**
- G. **Qualification Data:** For professional engineer and testing agency.
- H. **Source quality-control test reports.**

1.5 QUALITY ASSURANCE

- A. **Electrical Components, Devices, and Accessories:** Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. **Comply with NFPA 70.**

PART 2 PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
1. AFC Cable Systems, Inc.
 2. Alflex Inc.
 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 5. Electri-Flex Co.
 6. Manhattan/CDT/Cole-Flex.
 7. Maverick Tube Corporation.
 8. O-Z Gedney; a unit of General Signal.

9. Wheatland Tube Company.
- C. Rigid Steel Conduit: ANSI C80.1.
- D. IMC: ANSI C80.6.
- E. EMT: ANSI C80.3.
- F. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 2. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
- G. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Scott Fetzer Co.; Adalet Division.
 10. Spring City Electrical Manufacturing Company.
 11. Thomas & Betts Corporation.
 12. Walker Systems, Inc.; Wiremold Company (The).
 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

2.3 SLEEVES FOR RACEWAYS

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping.

2.4 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.
 - 3. Metraflex Co.
 - 4. Pipeline Seal and Insulator, Inc.
- D. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM and NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating or Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.5 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
 - 1. Tests of materials shall be performed by a independent testing agency.
 - 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 - 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
 - 1. Exposed Conduit: Rigid steel conduit.
 - 2. Concealed Conduit, Aboveground: Rigid steel conduit.
 - 3. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Comply with the following indoor applications, unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: Rigid steel conduit.
 - 2. Exposed, Not Subject to Severe Physical Damage: Rigid steel conduit.
 - 3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit.
 - 4. Boxes and Enclosures: NEMA 250, Type 4, stainless steel in damp or wet locations.
- C. Minimum Raceway Size: [1/2-inch (16-mm)] [3/4-inch (21-mm)] trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- F. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

- G. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.
- H. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- I. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- J. Set metal floor boxes level and flush with finished floor surface.
- K. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- B. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."
- C. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.
- D. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.4 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.6 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260548 VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Hanger rod stiffeners.
 2. Anchorage bushings and washers.

1.2 DEFINITIONS

- A. The IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.
- C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

1.3 SUBMITTALS

- A. Product Data: For the following:
1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
 2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
 - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an evaluation service member of ICC-ES, OSHPD, an agency acceptable to authorities having jurisdiction.
 - b. Annotate to indicate application of each product submitted and compliance with requirements.
 3. Restrained-Isolation Devices: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators and seismic restraints.
 - a. Coordinate design calculations with wind-load calculations required for equipment mounted outdoors. Comply with requirements in other Division 26 Sections for equipment mounted outdoors.

2. Indicate materials and dimensions and identify hardware, including attachment and anchorage devices.
3. Field-fabricated supports.
4. Seismic-Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 - c. Preapproval and Evaluation Documentation: By an evaluation service member of ICC-ES, OSHPD, an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).
- C. Coordination Drawings: Show coordination of seismic bracing for electrical components with other systems and equipment in the vicinity, including other supports and seismic restraints.
- D. Welding certificates.
- E. Qualification Data: For professional engineer and testing agency.
- F. Field quality-control test reports.

1.4 **QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
- B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- E. Comply with NFPA 70.

PART 2 PRODUCTS

2.1 VIBRATION ISOLATORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
 - 1. Ace Mountings Co., Inc.
 - 2. Amber/Booth Company, Inc.
 - 3. California Dynamics Corporation.
 - 4. Isolation Technology, Inc.
 - 5. Kinetics Noise Control.
 - 6. Mason Industries.
 - 7. Vibration Eliminator Co., Inc.
 - 8. Vibration Isolation.
 - 9. Vibration Mountings & Controls, Inc.
- D. Pads: Arrange in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
 - 1. Resilient Material: Oil- and water-resistant.

2.2 SEISMIC-RESTRAINT DEVICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
 - 1. Amber/Booth Company, Inc.
 - 2. California Dynamics Corporation.
 - 3. Cooper B-Line, Inc.; a division of Cooper Industries.
 - 4. Hilti Inc.
 - 5. Loos & Co.; Seismic Earthquake Division.
 - 6. Mason Industries.
 - 7. TOLCO Incorporated; a brand of NIBCO INC.
 - 8. Unistrut; Tyco International, Ltd.
- D. General Requirements for Restraint Components: Rated strengths, features, and application requirements shall be as defined in reports by an evaluation service member of ICC-ES, OSHPD, or an agency acceptable to authorities having jurisdiction.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- E. Bushings for Floor-Mounted Equipment Anchor: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchors and studs.
- F. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices.
- G. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- H. Mechanical Anchor: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchors with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- I. Adhesive Anchor: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.3 FACTORY FINISHES

- A. Finish: Manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.
 1. Powder coating on springs and housings.
 2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
 3. Baked enamel or powder coat for metal components on isolators for interior use.
 4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an evaluation service member of ICC-ES, OSHPD and an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.3 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Equipment and Hanger Restraints:
 - 1. Install restrained isolators on electrical equipment.
 - 2. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
 - 3. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES, OSHPD and an agency acceptable to authorities having jurisdiction providing required submittals for component.
- B. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- D. Drilled-in Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.

2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
 2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
 3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
 4. Test at least four of each type and size of installed anchors and fasteners selected by Architect.
 5. Test to 90 percent of rated proof load of device.
 6. Measure isolator restraint clearance.
 7. Measure isolator deflection.
 8. Verify snubber minimum clearances.
 9. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.
- D. Remove and replace malfunctioning units and retest as specified above.
- E. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Adjust isolators after isolated equipment is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 260548

SECTION 260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- E. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Warning labels and signs.
 - 5. Instruction signs.
 - 6. Equipment identification labels.
 - 7. Miscellaneous identification products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- (75-mm-) high letters on 20-inch (500-mm) centers.
- D. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- E. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- G. Tape and Stencil for Raceways Carrying Circuits More Than 600 V: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers diagonally over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stop stripes at legends.

- H. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- I. Write-On Tags: Polyester tag, **0.010 inch (0.25 mm)** thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- D. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- F. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.4 FLOOR MARKING TAPE

- G. 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.5 WARNING LABELS AND SIGNS

- H. Comply with NFPA 70 and 29 CFR 1910.145.
- I. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- J. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches (180 by 250 mm).
- K. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches (250 by 360 mm).
- L. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.6 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
 1. Engraved legend with black letters on white face.
 2. Punched or drilled for mechanical fasteners.
 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.

2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

2.8 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.
1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
 5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot

(15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Emergency Power.
 - 2. Power.
 - 3. UPS.
- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- D. Conductors to Be Extended in the Future: Attach write-on tags or marker tape to conductors and list source.

- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

- F. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

- G. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

- H. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.

- I. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

 - 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Emergency system boxes and enclosures.
 - d. Enclosed switches.
 - e. Enclosed circuit breakers.
 - f. Push-button stations.
 - g. Power transfer equipment.
 - h. Contactors.
 - i. Remote-controlled switches, dimmer modules, and control devices.

- j. Battery-inverter units.
- k. Battery racks.
- l. Power-generating units.
- m. Monitoring and control equipment.

END OF SECTION 260553

SECTION 263213.13 DIESEL-ENGINE-DRIVEN GENERATOR SETS

PART 1. - GENERAL

1.1. RELATED DOCUMENTS

Electrical Drawing Set

1.2. SUMMARY

- A. This Section includes packaged engine-generator sets for standby power supply with the following features:
1. Diesel engine
 2. Unit-mounted cooling system
 3. Unit-mounted and remote-mounted control and monitoring
 4. Fuel system
 5. Outdoor enclosure

1.3. DEFINITIONS

EPS: Emergency power supply.

EPSS: Emergency power supply system.

NECA/EGSA: National Electrical Contractors Associations/Electrical Generating Systems Association

NETA: International Electrical Testing Association.

NRTL: Nationally Recognized Testing Laboratory

Optional Standby Power Supply: NEC Article 702, optional standby.

1.4. QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.

- C. Testing Agency Qualifications: Agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL), and that is acceptable to authorities having jurisdiction.
1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing.
- D. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- F. Electrical Code Compliance: Comply with applicable local code requirements of the authority having jurisdiction and NEC 702 (Optional Standby Systems) pertaining to construction and installation of emergency and standby systems.
- G. NFPA Compliance: Comply with applicable requirements of NFPA 37, "Installation and Use of Stationary Combustion Engines and Gas Turbines," NFPA 110, "Standard for Emergency and Standby Power Systems".
- H. UL Compliance: Comply with applicable requirements of UL 2200, "Standard for Stationary Engine Generator Assemblies", and UL 142, "Standard for Steel Above-Ground Tanks for Flammable and Combustible Liquids."
- I. ANSI/NEMA Compliance: Comply with applicable requirements of, "Motors and Generators", S1.13-1971 "Measurement of Sound Pressure Levels in Air".
- J. NEMA Compliance: Comply with applicable requirements of NEMA 250, "Enclosures for Electrical Equipment (1000 Volts Maximum)" and NEMA MG 2, "Safety Standard for Construction and Guide for Selection, Installation, and Use of Electric Motors and Generators."
- K. IEEE Compliance: Comply with applicable portions of IEEE Standard 446, "IEEE Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications" (Orange Book).

1.5. SUBMITTALS

The following table outlines the required technical submittals for compliance with this specification. These submittals are defined in specification section 260500. This does not relieve the manufacturer from supplying any additional documentation as specified by the applicable codes and standards, other submittal requirements as indicated in attached specifications, or those indicated by the Construction Manager.

SUBMITTALS	Schedule			
	With Bid	Approval Submittals	Prior to Equipment	Project Closeout
Submittal Item				
Manufacturer's Qualifications	X			
Certification of Compliance	X	X		
Maintenance Materials List	X	X		
Vendor Contract Information	X			
Schedule	X			
Purchase Order		X		
Bill of Materials	X	X		
Product Data	X	X		
General Arrangement Drawings	X	X		
Equipment Shop Drawings		X		
Calculations		X		
Factory Test Procedures		X		
Field Test Procedures		X		
Shipping and Assembly Drawings		X		
Certified Factory Test Reports			X	
Certified Field Test Reports			X	
Operation and Maintenance Data/Manuals		X		
Closeout Submittals				X

Submit the following with Bid for approval:

- A. Manufacturer's Qualifications: Indicate compliance with requirements listed under Quality Assurance.
- B. Certification of Compliance: Indicate certification of compliance with Specification. Clearly state deviations and clarifications. Provide itemized list of all paragraphs and subparagraphs of this specification section indicating "Comply", "Not Comply", or "Deviation". Itemize each exception and provide specific reference to specification.
- C. Maintenance Materials List: Furnish list of extra materials that match products installed.
- D. Vendor Contract with equipment manufacturer.
- E. Estimated time to deliver equipment on site, including:
 - Time from bid award to shop drawing approval submittals
 - Time from approved shop drawings to delivery at Project Site

F. Bill of Materials: Vendor's material quotation of all equipment and accessories being provided.

G. Product Data: Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories. Include model number for auxiliary equipment, including heaters, batteries, battery chargers, silencers, circuit breakers, engine controllers, engine speed control system, voltage regulators, alternators, excitation modules, input/output modules, relays, jacket coolant heaters. Provide data sheets for:

1. Thermal damage curve for generator
2. Generator protective device and trip unit
3. Time-current characteristic curves for generator protective device
4. Sound (noise) data (overall and frequency) for exhaust and mechanical output at specified rating and emissions data
5. Protective enclosure: Include materials of construction, UL listing, color, and IBC wind loading certification, seismic certifications
6. Protective enclosure sound pressure level ratings for selected generator model. Indicate dB(A) levels at 7 meters (23 feet) at 100% load.
7. Silencer: Include dB(A) level sound reduction and EGSA class number ratings

H. Generator Characteristics: Include generator characteristics, including, but not limited to kW, kVA rating, efficiency, and short-circuit current capability. Include tabulations of the following:

1. Fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75 and 1.0 times generator capacity.
2. Air flow requirements for cooling and combustion air in cfm at 0.8 power factor, with air supply temperature of 95, 80, 70, and 50 deg F. Provide drawings showing requirements and limitations for location of air intake and exhausts.

I. General Arrangement Drawings: General arrangement drawings, front view elevation drawings, dimensioned outline drawings, and weights.

J. Equipment Shop Drawings: Submit complete dimensional layout information of engine, generator, vibration isolation devices, exhaust silencer, piping, fluid drain ports, and radiator, wiring of components, and installation drawings showing Owner interface points. Include wiring diagrams showing terminal blocks for field connections to alarm and control circuitry.

1. Enclosure: Drawings shall include enclosure layout to include generator control panel, lighting, panelboard, receptacles, generator circuit breaker location, battery rack, battery charger location, lifting provisions and rigging instructions. Include plans and elevations for enclosure and required clearances for door swings and maintenance access.

2. Fuel Tank: Integral to track mounted generator set. Drawings shall include tank information. Indicate tank nominal and usable capacities in gallons, tank UL rating, secondary containment provisions, and dry weight.

K. Alternator Characteristics: Provide tabulation of following reactances:

1. Sub-transient reactance - X''_d
2. Transient reactance - X'_d
3. Synchronous reactance - X_d

4. Zero sequence reactance - X_0
5. Negative sequence reactance - X_2

L. Calculations:

1. Prototype torsional analysis to ensure compatibility between the engine and generator provided
2. Battery and battery charger sizing calculations

M. Manufacturer Seismic Qualification Certification: Submit certification that the tank, engine-generator set, batteries, battery racks, accessories, and components will withstand seismic forces and provide necessary components to comply with seismic requirements in Bay Area, California. Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

N. Certificate of Emissions Conformance: Certified report of exhaust emissions showing compliance with applicable federal, state and local regulations.

O. Quality Control Procedures:

1. Factory Test Procedures
2. Field Test Procedures

P. Warranty: Manufacturer's warranty for engine-generator and all associated accessories to indicate warranty period, Manufacturer's and Owner's responsibilities, and limitations. Submit the following prior to equipment shipment from factory to project location.

Q. Certifications: Certified Factory Test Report shall record the following parameters during final production testing:

1. Single-step load pickup
2. Transient and steady-state governing
3. Safety shutdown device testing
4. Voltage regulation
5. Rated power
6. Maximum power

R. Certified Field Test Reports.
Submit the following as part of Project Closeout.

1. Closeout Submittals

- I. Operation and Maintenance Data: The manufacturer shall provide two bound copies and one electronic copy of all service and maintenance manuals which shall include all

approved shop drawings, piping diagrams, wiring diagrams as specified in this section, plus descriptive literature, parts list and recommended maintenance procedures and schedules for the engine-generator system. Manuals shall be turned over to Owner's Representative at the time of instructing the Representative in the operation and care of the system. Include a list of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.

2. Manuals shall be divided into the following distinct sections:
 - I. General description
 - II. Operating instructions
 - III. Routine maintenance (parts, schedules, tests)
 - IV. Troubleshooting (step-by-step chart format)
 - V. Data (bill of materials, flow diagrams, single-line and three-line diagrams, schematic diagrams, layouts, exploded views, parts lists and performance characteristics)
 - VI. Recommended spare parts stocking list

The manufacturer's standard catalog is not an acceptable substitute for the manual.

1.6. PROJECT CONDITIONS

- A. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation. Comply with ISO 8528-10 for sound measurements at 3.2 feet (1 m) and 23.0 feet (7 m).
- B. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 1. Ambient Temperature: [-15 to 104 deg F]
 2. Relative Humidity: Zero to 95%
 3. Altitude: Sea level to 1000 feet

1.7. EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fuses: One for every 10 of each type and rating, but no fewer than one of each.
 2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each (Not required for digital displays or LED lamps)
 3. Two sets of lubricating oil air filters, and combustion-air filters.
 4. Special Tools: Tools unique to the product for standard maintenance, listed by part number in operations and maintenance manual

1.8. DELIVERY, STORAGE, AND HANDLING

- A. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from potential damage from weather and construction operations.
- B. Manufacturer shall pack, crate, and protect equipment to prevent damage from handling, weather, shock, vibration, water and corrosion during shipment. Wrap packaged or crated assemblies in weatherproof plastic sheeting prior to shipment.
- C. Shipping groups shall be shipped by truck, rail, or ship. Indoor groups shall be bolted to skids. Breakers and accessories shall be packaged and shipped separately.
- D. Generator shall be handled by crane. Provide lifting angle, ring bolts, spreader bar, special lifting fixture or other suitable means for lifting. Where cranes are not available, enclosure shall be suitable for skidding in place on rollers using jacks to raise and lower the groups.
- E. Generator being stored prior to installation is by Others. Manufacturer shall define all storage requirements in order to prevent equipment deterioration or damage and maintain the Manufacturer's warranty.
- F. Damaged equipment will not be accepted by the job site.

1.9. BIDDING INFORMATION

- A. Provide a base bid in accordance with the specification and all documents included with the Request for Quotation package.
- B. Provide separate pricing for each of the following items as described in this specification:
 - 1. On-Site Acceptance Test and Certification
 - 2. On-Site Training
- C. Bidding instructions for equipment specified herein shall be contained in the Request for Quotation documents issued by the Construction Manager. These instructions shall specify the date bids are required, the number of copies of bids to be submitted, and destination for same, and shall include required equipment delivery dates, special conditions for delivery and storage, submittal instructions for shop drawings and other pertinent instruction, such as all equipment prices shall be quoted FOB Destination.
- D. Manufacturer shall comply with this Specification and all other technical documents as contained in the Request for Quotation Package to the fullest extent possible. If manufacturer must take exceptions to or deviate from this Specification, and/or other technical documents as provided in the Request for Quotation package, such exceptions and deviations shall be stated in the Proposal Form included with the Request for Quotation.

1.10. WARRANTY

- A. Special Warranty:** Equipment manufacturer shall guarantee equipment to be free of defects in workmanship and materials for a period of one (1) year from the date of field testing and acceptance by the Owner. Equipment manufacturer shall be allowed access to equipment for repair or replacement of defective components.
- B.** Defects in workmanship and materials or failure to meet guaranteed performance shall be corrected by the equipment manufacturer, at no additional cost, within thirty (30) days after being notified in writing of failure of equipment to meet the guarantee. Owner reserves the right to use the equipment in the meantime as required for operation until service is performed. Beneficial use of the equipment shall not be considered as acceptance.

PART 2. - PRODUCTS

2.1. ACCEPTABLE MANUFACTURERS

- A. Acceptable Manufacturers:** Subject to compliance with requirements, provide temporary diesel engine generator set of one of the following:

 - 1. KwietPower
 - 2. Cummins
 - 3. Kohler
 - 4. Caterpillar
- B. Diesel Engine-Generator Sets**

 - 1. **General:** Except as otherwise indicated, provide manufacturer's standard diesel engine-driven generator set and auxiliary equipment as indicated by published product information, and as required for the complete installation as indicated on drawings.

2.2. TEMPORARY ENGINE-GENERATOR POWER SYSTEM

- A.** Provide a standby engine-generator power system as herein specified, and as shown on drawings, complete with all required equipment and accessories for a completely operable and satisfactorily performing system. It is the intent of these specifications to describe and obtain system equipment of current design for which service and parts can be easily and promptly obtained.
- B.** The system shall operate in a standby power capacity and the generator set will deliver power continuously under normal varying load factors with periodic loading up to 100% of the nameplate rating for short (cyclical) periods during a power outage for the duration of a power outage.

- C. The system shall be completely furnished, tested, and shipped by the manufacturer of the engine-generator set so there is a single source of supply and responsibility. The engine, cooling system, generator, enclosure, and fuel tank shall be factory assembled and tested as a unit. Provide all necessary appurtenances for connection of the generator to the external components of the engine-generator system.
- D. The engine and generator shall be factory mounted on a roll up truck assembly welded steel mounting frame to maintain alignment of mounted components for suitable mounting to any level flat surface without depending on the concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.
- E. The on-site power system shall be entirely separate from the commercial power system except for the installation of the automatic transfer switches and the connection from these switches to the normal power source. The electrical system will normally be connected to the commercial power source through the automatic transfer switches. Upon failure of the commercial power source, the engine generator set shall automatically start and the electrical system shall be automatically transferred to the engine-generator power source through the automatic transfer switch. Upon restoration of commercial power, the system shall be automatically retransferred to the commercial source and the engine generator set shall automatically shut down.
- F. Each system shall include:
1. Electric engine-generator plant and all controls
 2. Fuel oil pump, filter and associated piping
 3. Lubrication system and filter
 4. Cooling system radiator, pump and associated piping
 5. Jacket coolant heater sized to ensure that engine will start within the specified time period and ambient conditions.
 6. Air-intake filtration
 7. Exhaust silencer and silencer flange kit and exhaust piping
 8. Starting system motor, batteries and battery charger
 9. Generator power circuit breaker mounted in enclosure
 10. Generator set control and instrument monitoring panel mounted on the generator and with controls and instruments not less than hereinafter specified or required by referenced codes and standards
 11. Remote status and alarm annunciator with controls and instruments not less than hereinafter specified or required by referenced codes and standards
 12. Digital time indicating/interval timer and generator fail-to-start audio/visual alarm
 13. Vibration isolators
 14. All required accessories for a completely operable system
 15. Ethylene glycol antifreeze for a 50% solution fill of the complete cooling system
 16. Complete fill of engine crankcase oil
- G. The engine-generator set shall be rated as noted below, for at a 0.8 or greater power factor for 480/277 volt, three-phase, four-wire wye, 60 Hz system.
- H. Engine: The engine shall be diesel-fueled, multi-cylinder design. Engine shall be electric start, water cooled with radiator blow-through type fan with fan guard, cooling system thermostat, engine mounted and engine-driven jacket coolant pump, electric-immersion type jacket coolant heater. The engine shall be designed for starting and operating on winter-grade No. 2 commercial

grade fuel oil.

- i. An oil pump shall supply full pressure lubrication. The engine shall have an oil filter and strainer with replaceable filter element, oil cooler, fuel filters, heavy-duty air intake cleaner with replaceable dry filter element, and fuel pump. Oil flow shall be controlled with a thermostatic control valve capable of full flow and designed to be fail safe.
- I. Cooling System: The generator set shall be equipped with a closed-loop, liquid-cooled, cooling system with integral engine driven coolant pump and radiator factory mounted on engine-generator set frame. Temperature control provided by thermostatic-control valve. Expansion tank rated to withstand maximum closed-loop coolant system pressure for engine used and equipped with gauge glass and petcock. Flexible coolant hose assemblies with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric. The cooling system shall be sized to operate at full load conditions at ambient air entering the enclosure. The generator set supplier is responsible for providing a properly sized cooling system based on the enclosure static pressure restriction.
- J. Silencer: An [EGSA Class 4] silencer capable of a dynamic insertion loss of at least [25 dB(A)] and selected as recommended by engine manufacturer, with companion flanges, and flexible stainless steel exhaust connector shall be furnished and installed according to the manufacturer's recommendation. The silencer shall be mounted so that its weight is not supported by the engine. Exhaust system lengthening due to thermal expansion shall not be imposed on the engine. Exhaust pipe size shall be sufficient to ensure that exhaust backpressure does not exceed the maximum limitations specified by the engine manufacturer.
- K. Diesel Fuel-Oil System: Comply with requirements of NFPA 30. Fuel-oil piping shall be Schedule 40 black steel. Cast iron, aluminum, copper, and galvanizing shall not be used in the fuel-oil system.
- L. Truck-Mounted Fuel-Oil Tank: The generator set manufacturer shall furnish a UL 142 listed, double walled, closed top-diked, skid-mounted fuel tank with rated capacity sized for operation of the generator at full load for minimum 24 hours. Provide tank connections for fuel supply line, fuel return line, vent line, exterior accessible local fuel fill port, and vandal resistant cap. A fuel return line cooler shall be provided as recommended by the manufacturer and assembler. Tank shall have float switches to alarm for low level (warning) at 70% tank rated capacity, low-low level (shutdown), overfill high fuel level (warning at 95% tank rated capacity, and tank interstitial space leak. Tank shall be provided with a mechanical fuel level gauge. Comply with requirements of NFPA 30 – Flammable and Combustible Liquids Code and NFPA 31 - Tanks for Liquid Fuels.
- M. Starting System: Starting shall be by a positive shift-engaging starter. The starting system shall include: heavy-duty industrial type lead-acid batteries with capacity rating for not less than five (5) starts without recharging; battery connecting cables; engine-mounted battery charging alternator; and battery compartment mounted on engine base.
 1. Provide a solid state, UL 1236 compliant, voltage regulated, automatic temperature compensating battery trickle charger to maintain fully-charged engine cranking batteries. Charger unit shall have voltmeter, ammeter and fuses mounted in a NEMA 250 Type 1 charger cabinet and shall be designed for operation on 120 volt, 60 Hz source. Charger safety functions shall sense abnormally low battery voltage and close Form C dry contacts providing

- low battery voltage indication on control and monitoring panel; sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
- N. Engine Speed Control System: Engines shall be equipped with an electronic engine control module (ECM), that shall monitor and control engine functionality and seamlessly integrate with the generator set controller through digital communications. ECM monitored parameters shall be integrated into the generator's controllers alarm and warning requirements.
1. The engine shall be provided with a governor which maintains the frequency within a bandwidth of the rated frequency, over a steady-state load range of zero to 100% of rated output capacity. The governor shall be configured for safe manual adjustment of the speed/frequency during operation of the engine generator set, without special tools, from 90 to 110% of the rated speed/frequency, over a steady state load range of zero to 100% of rated capacity. Isochronous governors shall maintain the midpoint of the frequency bandwidth at the same value for steady-state loads over the range of zero to 100% of rated output capacity.
- O. Alternator, Exciter, and Voltage Regulator: The alternator shall be a revolving field type with brushless exciter, 2/3 pitch, and solid-state voltage regulator. The generator shall be one or two bearing, directly coupled to the engine flywheel housing and shall be driven through a coupling system that will insure permanent alignment. Temperature rise shall be within rating as defined by NEMA Standard MG 1. Insulation shall be Class H.
1. The generator exciter shall be of the brushless type utilizing provide permanent magnet excitation (PMG) for power source to voltage regulator and shall be rotated integrally with generator rotor. Semiconductor rectifiers shall have a minimum safety factor of 300% for peak inverse voltage and forward current ratings for all operating conditions, including 110% generator output at 104 degrees F ambient. The exciter and regulator in combination shall maintain generator-output voltage within the limits specified.
 2. Voltage regulator shall be solid-state type, separate from exciter, providing performance as specified and as required by NFPA 110. Voltage regulation shall be within $\pm 2\%$ of rated voltage from no-load to full-load. The instantaneous voltage dip shall be not more than 20% of rated voltage when any addition of load up to 90% of rated load and rated power factor is applied to the alternator and the recovery to stable operation shall occur within 4.5 seconds. Stable operation shall be defined as operation with terminal voltage remaining constant within $\pm 1\%$ of rated voltage. Provide control for a minimum of $\pm 5\%$ voltage adjustment from rated voltage. Total harmonic content of the AC waveform shall not exceed 5% RMS measured line to line at rated load and Telephone Influence Factor (TIF) shall not exceed 50 by NEMA Standards.
- P. Control and Monitoring: Engine and generator control and instrument panel shall be mounted on the engine generator set utilizing a mounting method to isolate the control panel from generator-set vibration.
1. The control system shall provide pre-wired customer use communications support via RS232, RS485, or an optional modem. Additional I/O utilizing Modbus RTU must be an available option. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality.

2. Manufacturer shall provide remote access to monitoring generator status and all alarms.
3. The engine-mounted panel shall contain the following indicators:
 - a. AC voltmeter and ammeter with phase selector switches
 - b. AC frequency meter
 - c. DC voltmeter
 - d. Battery charge-rate meter
 - e. Engine-coolant temperature gauge
 - f. Engine lubricating-oil pressure gauge
 - g. Running-time meter
 - h. Indicating light for each abnormal condition safety device
 - i. Audible alarm with silence switch to give alarm on any abnormal condition
4. The engine-mounted panel shall also contain the following switches, controls, protective devices, alarms and interfaces:
 - a. Selector switch for "run-off-auto" control of engine
 - b. Lamp test switch
 - c. Emergency stop switch
 - d. Remote start terminals (two-wire system) for engine start and stop control to operate from the automatic transfer switches
 - e. Automatic cycle cranker to provide not less than four (4) cycles of cranking
 - f. Adjustable timing relay set for minimum running time after engine is started
 - g. Cranking limiter to open starting circuit if engine has not started after last cycle of cranking with overcrank alarm
 - h. Overspeed shutdown device
 - i. Coolant high-temperature and low level shutdown devices.
 - j. Coolant high-temperature pre-alarm, high temperature alarm and low temperature alarm
 - k. Main fuel tank low-level alarm
 - l. Low lube oil pressure shutdown device
 - m. Generator overcurrent protective device not closed alarm
 - n. Auxiliary interlock contacts for the auxiliary fuel pump and the fuel shut-off solenoid valve
 - o. Terminals for pre-shutdown alarm on low oil pressure and high coolant temperature
 - p. Battery charger failure alarm
 - q. Generator control switch not in automatic mode alarm
 - r. Terminals for extension of each alarm and status indication to remote alarm panel specified
5. Remote Safety Control Devices:
 - a. Emergency-Stop Switch: For each generator, wall mounted at location as indicated on drawings, and labeled with function and generator set name. Push button shall weatherproof and be protected and located to prevent inadvertent or unintentional operation.
6. Common Remote Panel with Common Audible: Comply with NFPA 110 requirements. Include necessary contacts and terminals in control and monitoring panel. Remote panel shall be powered from the engine-generator set battery
7. Remote Alarm Annunciator: The engine-generator manufacturer shall furnish a remote alarm annunciator panel suitable for surface or flush mounting as indicated on the drawings. Alarm

panel shall utilize LED-type visual indicator lamps with identification wording as approved; common audible signal with silence switch incorporating a "reinitiate alarm" feature if not returned to normal position after alarm condition has been cleared or if additional alarms occur; and lamp test button.

8. The engine-generator set control and instrument panel shall be furnished with all control and alarm contacts, factory pre-wired to labeled terminal blocks in the engine generator set control and instrument panel for extension to the remote annunciator and alarm panel for all indications listed below. The fuel-oil tank low-level and high level alarm indication shall be from contacts in the fuel tank. The Contractor shall install the remote annunciator and alarm panel in location indicated on drawings and shall install all wiring from the engine-generator and oil tank gauge assembly to the remote panel and make all connections. The remote annunciator panel shall have individual visual annunciators for each of the following and audible alarm for the conditions listed.

<u>Conditions Indicated Alarm</u>	<u>Color</u>	<u>Audible</u>
Generator Running	Green	No
Over crank (Failed to Start)	Red	Yes
Low Oil Pressure	Amber	Yes
High Cooling Water Temperature	Amber	Yes
Low Cooling Water Temperature	Amber	Yes
Engine Over speed	Red	Yes
Low Battery Voltage (Charger Malfunction)	Red	No
High Battery Voltage (Charger Malfunction)	Red	No
Generator Over voltage	Red	Yes
Control Switch in Auto Position (Standby Mode)	Green	No
Engine Speed Down to 95% (Under speed)	Red	Yes
Low Fuel Level	Red	Yes
High Fuel Level	Red	Yes
Ground Fault	Red	Yes
Leak Detection	Red	Yes

9. The controller shall include the ability to accept six (6) total digital inputs with four (4) programmable digital inputs. The signals may be programmed for either high or low activation using programmable normally open (NO) or normally closed (NC) contacts.
 10. The controller shall include the ability to operate six (6) total with four (4) form A normally open programmable relay output signals, integral to the controller. Relay shall be rated for a maximum of 2A @ 30VDC.
- Q. Generator Overcurrent and Fault Protection: Provide engine mounted 100% rated, molded-case, thermal-magnetic trip type circuit breakers with shunt trip and amperage rating as listed on the drawings. The breaker shall be UL listed, connected to engine-generator safety shutdowns, and automatically controlled by the package mounted generator set controls. Provide with auxiliary switch for connection to supervisory "generator overcurrent protective device not closed" alarm circuit.

1. In case of power outage the generator shall start in 10 seconds with full load as required by NFPA70 Article 700.
2. Breaker shall be housed in an extension terminal box which is isolated from vibrations induced by the generator set. Compression type lugs, sized for the circuit breaker feeders shown on drawing, shall be supplied on the load side of breaker. Circuit breakers shall have fault current rating as indicated on the drawings but at least equal to the maximum fault current the generator is capable of providing to a bolted fault at the terminals of the breakers.

2.3. OUTDOOR GENERATOR SET ENCLOSURE

- A. Generator shall be provided with a outdoor weatherproof enclosure. Provide with the following:
1. Enclosure shall have multiple removable, gasketed and lockable access panels at all points requiring maintenance access. Panels shall be removable by one person without tools.
 2. Space Heater: Thermostatically controlled and sized to prevent condensation. Provide as needed to meet NFPA 110, Level 1 temperature levels.
 3. Convenience Outlet: Factory wired, 20 ampere, 120V GFCI. Mount inside enclosure and arrange for external electrical connection.
 4. Thermal Insulation: Manufacturer's standard materials and thickness selected in coordination with space heater to maintain winter interior temperature within operating limits required by engine-generator-set components.
 5. Silencer Location: Within enclosure. All exhaust piping shall be wrapped for personnel protection and to eliminate excessive heat buildup during generator operation.
 6. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110% of rated load for 2 hours with ambient temperature at top of range specified in the Project Conditions section. Inlet and exhaust air handling equipment shall be designed so as to maintain a combined total maximum static pressure drop of 0.5 inches of water gauge through the enclosure, including all air handling devices.
 7. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow. Provide insect and rodent screens on all openings into enclosure.
 8. Assembly Hardware (Nuts and Bolts): Use JS500 and nylon washers to prevent paint deterioration.
 9. Enclosure Finish: Paint enclosure in manufacturer's standard color with powder-coat paint.

2.4. LOAD BANK

- A. Description: Temporary, on roll-up truck, outdoor, weatherproof, resistive unit capable of providing load to generator set at 100 percent rated-system capacity. Unit may be composed of separate resistive and reactive load banks controlled by a common control panel. Unit shall be capable of selective control of load in 25% steps and with minimum step changes of approximately 5 and 10% available.
- B. Resistive Load Elements: Corrosion-resistant chromium alloy with ceramic and steel supports.

Elements shall be double insulated and designed for repetitive on-off cycling. Elements shall be mounted in removable aluminized-steel heater cases utilizing slide-out, removable trays to allow service without major disassembly of the load bank.

- C. Reactive Load Elements: Epoxy-encapsulated reactor coils. Load elements shall be mechanically-supported over their entire length, to avoid any failed element from shorting to an adjacent conductor or to ground.
- D. Load-Bank Heat Dissipation: Integral fan with totally enclosed fan cooled (TEFC) motor shall provide uniform cooling airflow through load elements. Fan blades shall be cast aluminum. Airflow and coil operating current shall be such that, at maximum load, with ambient temperature at the upper end of specified range, load-bank elements operate at not more than 50% of maximum continuous temperature rating of resistance elements.
- E. Load Element Switching: Remote-controlled contactors switch groups of load elements. Contactor coils are rated 120 V. Contactors shall be located in a separate NEMA 250, Type 3R enclosure within load-bank enclosure, accessible from exterior through hinged doors with tumbler locks.
- F. Contactor Enclosures: Heated by thermostatically controlled strip heaters to prevent condensation.
- G. Load-Bank Enclosures: NEMA 250, Type 3R, complying with NEMA ICS 6. Enclosure walls shall be double wall construction to provide a low temperature exterior shell. Louvers at cooling-air intake and discharge openings shall prevent entry of rain and snow. Openings for airflow shall be screened with 1/2-inch- (13-mm-) square, galvanized-steel mesh. Reactive load bank shall include automatic shutters at air intake and discharge. Exhaust airflow shall be directed upwards through rain/snow shedding louvers, and away from building openings. Exterior hardware and all door hinges shall be stainless steel.
- H. Protective Devices: Power input circuits to load banks shall be fused, and fuses shall be selected to coordinate with generator circuit breaker. Fuse blocks shall be located in contactor enclosure. Cooling airflow and overtemperature sensors shall automatically shut down and lock out load bank until manually reset. Safety interlocks on access panels and doors shall disconnect load power, control, and heater circuits. Fan motor shall be separately protected by overload and short-circuit devices. Short-circuit devices shall be noninterchangeable fuses with 200,000-A interrupting capacity. All power wiring shall have 150° C insulation, and control wiring shall have a minimum 105° C insulation.
- I. Remote-Control Panel: Separate from load bank in NEMA 250, Type 1 enclosure with a control power switch and pilot light, and switches controlling groups of load elements.
- J. Control Sequence: Control panel may be preset for adjustable single-step loading of generator during automatic exercising. Automatic protection features shall include “fan failure”, “high exhaust temperature” and “high intake air temperature”.

2.5 MOBILE GENERATOR CONNECTION BOX

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide transfer switches by one of the following:
- B. Automatic Transfer Switches
 - 1. ASCO Power Technologies
 - 2. Eaton
 - 3. Square-D
 - 4. Berthold Electric Company
 - 5. IEM
- C. Description: Permanent, outdoor, weatherproof mobile generator connection box with Cam-Lok connectors and sealable cable openings in the bottom of the connection box. Comply with UL 1773 – Termination Boxes. [Comply with UL 1008 Supplement SB - Accessories, Transfer Switch.]
- D. Enclosure: NEMA 3R wall mounted enclosure with bottom access to cable terminations and equipped with protected entry. Enclosure made from code gauge steel painted with polyester powder coat. All terminations shall be accessible from the front of the enclosure. The assembly shall be provided with adequate lifting means. Doors shall have provisions for padlocking.
- E. Connections: Cam-Lok J-Series E1016 male connectors with snap covers mounted inside the enclosure. Refer to drawings for amperage, voltage and fault current ratings.
- F. Accessories: 2-key Kirk Key interlock configured as shown on the drawings.
- G. Wire connections: connection wires as indicated on drawings.

PART 3 - EXECUTION

3.1. EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance. Examine roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation. Proceed with installation

only after unsatisfactory conditions have been corrected.

3.2. PREPARATION

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
1. Notify Construction Manager no fewer than seven (7) days in advance of proposed interruption of electrical service.
 2. Do not proceed with interruption of electrical service without Owner's written permission.

3.3. INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions, with NFPA 110 and with NECA/EGSA Standard 404. Install packaged engine-generator to provide access and required electrical working clearances, without removing connections or accessories, for periodic maintenance. Coordinate with other work, including raceways, electrical boxes and fittings, fuel tanks, piping and accessories, as necessary to interface installation of engine-generator equipment work with other work.
- B. Equipment Mounting: Install packaged engine generators on cast-in-place concrete equipment bases. Coordinate size and location of concrete bases for packaged engine generators with actual equipment provided. Cast Type J anchor-bolt inserts into bases.
- C. Fuel Piping: Copper and galvanized steel shall not be used in the fuel-oil piping system.
- D. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.
- E. Fluids: The Contractor shall fill the engine crankcase with API certified oil, category as recommended by the engine manufacturer. Furnish and fill the complete engine water-cooling system with a 50% solution of ethylene glycol anti-freeze and distilled water. Anti-freeze shall provide protection to -30°F. Fill the engine crankcase with high-grade motor oil as recommended by the engine manufacturer.

3.4. CONNECTIONS

- A. Connect power, grounding, control and annunciating wiring utilizing stranded conductors installed in flexible conduit a minimum of 18 inches long to accommodate engine vibrations. For vibration isolation, flexible fittings shall be provided for all conduit, cable trays, and raceways attached to engine-generator sets; metallic conductor cables installed on the engine generator set and from the engine generator set to equipment not mounted on the engine generator set shall be flexible stranded conductor; and terminations of conductors on the engine generator set shall be

crimp-type terminals or lugs. Install control and signal wiring, from the generator set to the transfer switch and remote annunciator, in separate raceways from power conductors to minimize power circuit interference with control circuits.

- B. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Standards 486A, B and the National Electrical Code.

3.5. IDENTIFICATION

- A. Install a sign indicating the generator neutral is bonded to the main service neutral at the main service location. Install a sign at the service entrance equipment that indicates the type and location of on-site emergency legally required and optional standby power sources.

3.7. FACTORY TESTING

- A. Testing shall include a complete check of safety and control circuitry, sound level at full load, time required for frequency and voltage regulation to return to normal upon application of 25%, 50%, 75% and full load, alignment, and instrumentation, including frequency and voltage regulation; and testing of the unit's transient response characteristics and vibration readings of the completed unit. Factory load testing shall be at rated power factor.
- B. Testing shall demonstrate the unit(s) to be free of critical speeds of either major or minor magnitude.
- C. Testing shall include a load test as follows:
 - 1. One (1) hour at 50% load.
 - 2. One (1) hour at 75% load.
 - 3. Four (4) hours at 100% load.
 - 4. 100% single-step load application and acceptance of the load within 10 seconds.
- D. The following engine parameters shall be read and recorded at 15-minute intervals throughout the test:
 - 1. Engine oil pressure.
 - 2. Engine oil temperature.
 - 3. Jacket coolant temperature in and out.
 - 4. Engine rpm.
 - 5. Fuel pressure.
 - 6. Ambient air temperature.

3.8. FIELD QUALITY CONTROL

- A. The manufacturer of the engine-generator set shall provide the services of a qualified factory

trained service technician, start-up testing and performance testing of the engine-generator system for checking the completed installation, for making all necessary adjustments, for installation testing, and for a minimum of four hours for instructing the Owner's Representatives in the operation and care of the complete system. Include all costs for this service, including travel and lodging expenses, in the base price for the project. The service technician shall work in coordination with the installing Electrical and Mechanical Contractors.

B. Start-Up Testing: Provide manufacturer's factory-trained representative to perform start-up inspection and testing. Prior to energizing any electrical components, perform visual and mechanical inspections and electrical and mechanical tests listed in the two paragraphs below. Certify compliance with test parameters.

C. Visual and Mechanical Inspection:

1. Compare equipment nameplate data with drawings and specifications.
2. Inspect physical and mechanical condition.
3. Inspect anchorage, alignment, and grounding.
4. Verify the unit is clean.
5. Check fuel, lubricating oil, and antifreeze for conformity to the manufacturer's recommendations under environmental conditions present.

D. Electrical and Mechanical Tests:

1. Perform continuity and short circuit checks on all wiring.
2. Prior to cranking engine for proper operation, test accessories that normally function while the set is in a standby mode. Accessories include jacket coolant heater, battery, battery charger, and remote annunciator.
3. Perform insulation-resistance tests in accordance with IEEE 43.
4. Test protective relay devices.
5. Test emergency shutdown operators.
6. Verify voltage, phase rotation, phasing, and synchronized operation as required by the application.
7. Functionally test engine shutdown for low oil pressure, overtemperature, overspeed, and other protection features as applicable.
8. Verify correct functioning of the governor and regulator.
9. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for exhaust leaks, fluid leaks, cooling air flow, movement during starting and stopping, vibration during running. Repair leaks and retest until no leaks exist.

E. Performance Tests: Provide manufacturer's factory-trained representative to perform performance tests upon completion of start-up testing, with the Engineer in attendance; provide certified test record. Tests are to include the following:

1. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery. Verify acceptance of charge for each element of the battery after discharge. Verify that measurements are within manufacturer's specifications.

2. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
3. Noise Level Tests: Measure A-weighted level of noise emanating from engine-generator installation, including engine exhaust and cooling-air intake and discharge, at a radial distance of 23 feet from edge of the generator enclosure.
4. Provide a resistive load bank to test generator at full load and unity power factor for a period of at least four hours. The test is intended to test the capability of the generator in its installed condition. Load test shall not occur until all components of the generator system are completely installed to include, but not limited to, the intake and exhaust ductwork, exhaust piping, and dampers and louvers. Apply load in steps of 25%, 50%, 75% and 100% of the nameplate rating in equal durations for the specified total test time. If the engine load run test is interrupted for any reason, the entire test shall be repeated.
5. Test, by means of simulated power outage using actual building load, automatic start-up by remote-automatic starting, transfer of load, and automatic shutdown. Prior to this test adjust, for proper system coordination, transfer switch timers. Coordinate tests with tests for transfer switches and run them concurrently.
- F. Monitor, throughout all tests, ambient temperature, engine coolant temperature, oil pressure and temperature, battery charge level, generator voltage, amperes, frequency, power factor. Measurements are to be recorded after stabilization of an engine-generator set parameter.
- G. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- H. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units, and proceed with retesting. Initial testing and retesting shall be at no cost to the Owner.
- I. Infrared Testing:
 1. After Substantial Completion, but not more than 60 days after Final Acceptance, perform infrared scan of all field and installation connections for each piece of equipment. Testing shall when equipment is under maximum possible load for a minimum of 5 minutes and included photos showing test views.
 - a. Act on inspection results according to the recommendations of NETA ATS, Table 100.18. Correct possible and probable deficiencies as soon as Owner's operations permit. Retest until deficiencies are corrected.
 - b. Provide copies of test reports, findings, remediations, and retests with operations and maintenance manuals at conclusion of Project. Prepare a certified report that identifies the testing technician and equipment used and lists the results as follows:
 - i. Description of equipment to be tested.
 - ii. Discrepancies.
 - iii. Temperature difference between the area of concern and the reference area.
 - iv. Probable cause of temperature difference.
 - v. Areas inspected. Identify inaccessible and unobservable areas and equipment.
 - vi. Identify load conditions at time of inspection.
 - vii. Provide photographs and thermograms of the deficient area.
 - viii. Provide calibration record for infrared-scanning instrument(s) used.

2. After the successful completion of all testing, the Contractor shall “top off” all fluids including fuel.

3.9. ADJUSTING AND CLEANING

- A. After fabrication and before assembly, piping interiors shall be manually wiped clean of all debris.
- B. Prior to equipment start-up, vacuum all scrap, wire, dust and other debris from the generator and associated equipment. Do not use compressed air to blow debris out of the generator or circuit breaker enclosure, since debris may settle inside devices and impair their ability to function.
- C. On completion of installation, inspect system components. Replace all parts and covers. Check for any pinched wires and close all doors. Ensure the enclosure parts are properly aligned and fastened securely. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

3.10. TRAINING AND DEMONSTRATION

- A. Building Operating Personnel Training: Engage a factory-authorized service representative to train Owner's maintenance personnel in adjusting, operating, and maintaining packaged engine-generators. Training shall be for one eight-hour session instructing personnel in the maintenance and operation of the equipment, on the dates requested by the Engineer. Training shall include procedures for starting-up, testing, and operating diesel engine-driven generator sets.
 1. Training shall include written documentation provided to the Owner containing condensed operating instructions describing manufacturer's pre-start checklist and precautions; startup procedures for test-mode, manual-start mode, and automatic-start mode (as applicable); running checks, procedures, and precautions; and shutdown procedures, checks, and precautions.
- B. Service: Manufacturer shall make available to the Owner, at the completion of the guarantee, a maintenance and service agreement via the nearest certified vendor's service center.

END OF SECTION 263213.13



Public Works Department
24300 Narbonne Avenue
Lomita, CA 90717
310/325-7110

NOTICE OF EXEMPTION

Project Title: Emergency Standby Generator at Appian Way

Project Description:

Standby Generator at Appian Way Project – The project is located at the Appian Way Pressure Reducing Station. The project includes the procurement of a standby generator and load bank, installation of an electrical cabinet, new circuit breaker in the existing main switchboard, Kirk-Key interlock, conduits and wiring, GFI receptacle, and the testing of the standby generator to ensure electrical connectivity. Filed by the City of Lomita

Finding:

The City Council of the City of Lomita has reviewed the above proposed project and finds it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- Ministerial Project
- Categorical Exemption (CEQA Guidelines, Section 15269 (c) Emergency Projects)
- Statutory Exemption
- Emergency Project
- Quick Disapproval [CEQA Guidelines, Section 15270]
- No Possibility of Significant Effect [CEQA Guidelines, Section 15061(b)(3)]

Supporting Reasons In accordance with Section 15269 (c) Emergency Projects of the California Environmental Quality Act (CEQA) Guidelines, the installation and use of the standby generator can be found to be exempt from the requirements of CEQA. The proposed project consists of the installation of a new electrical cabinet, main switchboard, conduits and wiring at the Appian Way Pressure Reducing Station to ensure electrical connectivity with the standby generator. If primary power is lost, the standby generator will allow the water pressure reducing station to run and maintain normal operations. The purpose of the generator is to support the station as needed and it is not anticipated to be used in any circumstances other than to prevent an emergency event.

6/20/23

(Date)

Carla Dillon, Director of Public Works

GEN-TECH

POWER GENERATION SPECIALISTS

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QUOTATION

Project: Lomita Gabarator

Date: April 26, 2023
Quotation No. 03172023 – 1411 JTN

We appreciate the opportunity to provide this quotation to meet the needs of the project. Based on our understanding of the specifications, we propose the following equipment and services for your consideration.

Generator Specifications

One (1) Shindaiwa

Industrial Outdoor Diesel Generator Set rated at 144 KW

Prime Rated, 277/480v, 3 phase (switchable Voltage), 4 wire, 60 Hz

Certifications

UL 2200 listed generator set

Engine certified to meet the current EPA Emission Tier Requirements

High ambient unit mounted radiator

Electronic Isochronous Governor

Permanent magnet alternator

Starting batteries, cables, and charger

Digital Generator Control Panel

Modbus Communication

Single Circuit Breaker

500-amp main line circuit breaker

100 % Electronic LSI circuit breaker

Level 3 Sound-attenuated enclosure

Internal mounted silencer

Diesel fuel system

275 gallon / 24 hour extended subbase diesel tank wit Spill Containment

UL 142 listed

Standard alarm and vent package

- Unit trailer mounted

Generator Warranty

Two (2) Year Standard Warranty for the Generator Set

Trailer Mounted Load Bank

One (1) 500 kW Avtron trailer mounted load bank

240/480 VAC, 3 Phase

5 kW step resolution

SIGMA LT with Digital Toggle Switch Control. This local control features full digital monitoring and individual load steps with LED indication.

NEMA 3R enclosure

QUOTATION

Date: April 26, 2023

Additional Options:

Initial fill of diesel fuel and diesel fuel for testing. Due to current Fuel Prices and volatility in the market, this will be a separate Invoice and billed at Time and Material if selected.

Generator Set Clarifications & Comments:

System Net Price (not including applicable sales tax or shipping)
Shipping is Prepaid and Add

\$170,090.00

The above equipment is system priced – it is not available separately.

Based on our suppliers, all quotations are valid for Fifteen (15) days. Orders placed beyond Fifteen (15) days from quote date may require a revised quote prior to order acceptance. If payment is made by credit card, credit card processing (convenience) fees may apply.

Equipment Lead Time:

Lead times are approximate. Lead times will be confirmed at time of order or release of submittals if held for more than 2 weeks.

- **Submittals** Two (2) to Three (3) weeks from receipt of purchase order
- **Generator Set** Ten (10) to Twelve (12) weeks after approved submittals and written release for production
- **Trailer Mounted Load Bank** Thirty (30) to Forty (40) weeks after approved submittals and written release for production
-

As a result of the worldwide supply issues, delays in delivery may occur. Gen-Tech makes no guarantee on delivery date.

Payment Schedule:

Cash Customer Terms:

50% down payment due at time of purchase order
50% balance due prior to shipment from factory (or delivery if stock order)
25% Cancellation/Restock Fee will be charged for cancelled orders

Net 30 Customer Terms:

10% down payment due at time of purchase order
Balance billed upon shipment from factory
Must receive at least 90% payment prior to scheduling startup
Retention due and payable within 30 days of startup completion
25% Cancellation/Restock Fee will be charged for cancelled orders
Net 30 terms available with Credit Approval

Terms:

F.O.B Factory – Prepay and Bill to project site. Offloading and Installation (placement) by Others

Clarifications and Customer Responsibility

1. This quotation was prepared based on the verbal description section provided to us and is intended to meet the intent of the specifications. *Please verify that this quotation meets all of your project requirements.*
 - Equipment will be supplied as Submitted
 - There will be variations in the equipment from the “concept” contract documents.

QUOTATION

Date: April 26, 2023

- It is not the responsibility of GEN-TECH to design, engineer or to provide construction coordination with other trades
2. F.O.B Factory – Prepay and Bill to project site - Shipping via standard ground freight. If expedited shipment is required additional fees will be charged.
 3. Offloading, rigging, assembly, and installation of the proposed equipment, as well as related mechanical piping, electrical conduit and electrical wiring is the responsibility of the installing contractor.
 4. All required diesel fuel for initial fill and fuel for testing of equipment is the responsibility of the installing contractor.
 5. Start up and System Testing is based on 150-mile radius from our Facility in Denver, Colorado . - If location is outside the 150-mile radius, a revised quotation for startup and testing will be provided.
 6. Jobsite inspection and initial startup by GEN-TECH personnel during normal working hours Monday through Friday 7:00am to 4:00pm.
 7. The circuit breakers listed above are manufacturer’s standard breakers. At this time, GEN-TECH has been given no information concerning specific circuit breakers necessary for selective coordination. If applicable, additional pricing will be made available for specific breakers (non-factory standard) upon direction of Selective Coordination Study completed before or after bid date. Note, Selective Coordination Study is not included in this proposal. Standard-type breaker information available upon request for inclusion with proposal.
 8. Coordinate date and time for system start-up with GEN-TECH service department once equipment has been installed. All startups must be completed within 6 months from the of date shipment from the factory. Failure to notify GEN-TECH of startup dates greater than 6 months from ship date may void manufacturer’s warranty. **IF** this quote contains start-up, one (1) start-up service trip is included in above pricing for equipment start-up. Any additional trips required due to delays not in GEN-TECH control, will be charged to customer’s account at prevailing rates.
 9. *When applicable, any project that qualifies for the Retail Sales Tax, GEN-TECH will add the required sales tax to the equipment invoice.*
 10. Any taxes (local or state), fines, fees, or permits for the sale or operation of this equipment are the responsibility of the equipment owner or contractor, and will not be paid for by GEN-TECH.
 11. Credit Card Payments for purchases made in amounts greater than \$5,000.00 are subject to a 3% credit card processing fee at time of purchase.
 12. Special Testing: - NETA acceptance testing, protective relay calibration, coordination study, 3rd party site testing, or ground fault testing is provided by others unless specifically detailed in the above quotation.
 13. Coronavirus (COVID-19), The parties acknowledge the worldwide outbreak of the coronavirus, which affects or is likely to affect usual business activities and / or the execution of the contract. The parties agree to consider as a force majeure event to all circumstances, risk and contingencies resulting directly or indirectly from any blockage caused by the expansion of COVID-19, and therefore supplier will be granted of an extension of time or any other reasonably required adjustment of the contract, all if required to overcome the consequences directly or indirectly caused by the outbreak of the coronavirus disease.
 14. In the event the Customer cancels this Agreement, the Customer will forfeit any and all payments made as set forth above. GEN-TECH’s remedy is not a penalty for cancellation but is the parties’ attempt to assess a measure of liquidated damages, which damages would otherwise be difficult or impossible to quantify for the parties in the event of a cancelled order.
 15. EXCEPT AS PROVIDED IN THIS AGREEMENT, GEN-TECH DISCLAIMS ALL WARRANTIES REGARDING THE GENERATORS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 16. A definite expression of the acceptance of this Agreement that contains terms that are additional or different form the terms of this Agreement will form a contract on the terms of this Agreement, and the additional or different terms shall not become a part of this Agreement.
 17. This Agreement contains the entire agreement of the parties and supersedes all prior written and oral understandings, agreements, and representations by and between the parties with regard to the subject matter hereof. Any promise or understanding not specified herein in writing is expressly waived.

The undersigned acknowledges that the preceding proposal and GEN-TECH standard terms and conditions have been read in its entirety, is understood and is hereby accepted:

Presented by

Signature: _____

Jackson Nejbauer (702) 761-9996
Dylan Uhl (303) 709 4268

Print Name _____ Title _____

Date: _____

QUOTATION

Date: April 26, 2023

GEN-TECH

POWER GENERATION SPECIALISTS

GEN-TECH of Colorado, LLC
dba **GEN-TECH**
8800 Susan Avenue SE
Albuquerque, NM 87123
Phone: (303) 884-4842
Fax: (303) 426-4558

GEN-TECH of Colorado, LLC
dba **GEN-TECH**
8080 Pontiac Street
Commerce City, CO 80022
Phone: (303) 428-2517
Fax: (303) 426-4558

Corporate Office
Arizona Generator Technology, Inc.
dba **GEN-TECH**
7901 North 70th Avenue Glendale,
AZ 85303
Phone: (623) 937-1719
Fax: (623) 937-0408

Arizona Generator Technology, Inc.
dba **GEN-TECH**
4702 South Tennessee Place Tucson,
AZ 85714
Phone: (520) 777-3130
Fax: (520) 203-8477

GEN-TECH of Nevada, Inc.
dba **GEN-TECH**
4785 Copper Sage Street
Las Vegas, NV 89115
Phone: (702) 633-5960
Fax: (702) 633-5960

Date: April 26, 2023

Project: Lomita Gabarator

Quotation No. 03172023 – 1411 JTN

Attn: Aleksei Isen

Gen-Tech would like to thank you for the opportunity to provide you with the proposal attached.

We would ask for you to read through the entire proposal, review and verify that we have adequately addressed all of your needs. The freight would be pre-pay and bill due to the current market on inbound freight. This quote is **valid for 15 days**, after 15 days a new quote will have to be resubmitted.

When you are ready, please sign and send it back to me at Jnejbauer@gentechus.com. Also, if you require a PO, please attach that as well.

Once a signed copy of the proposal is received, we can work on confirming lead time and placement in production slots. As a result of the worldwide supply issues, temporary delays in delivery may occur. Gen-Tech makes no guarantees on delivery dates.

I appreciate your time and consideration and look forward to working with you further.

Thank you,

Jackson Nejbauer



QUOTATION

NO. 230XXX

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: **April 7, 2023**

Page: **1 of 5**

To: Contact: **Aleksei Isen**
Company: **AEPC Group**
Address: **15865 Soledad Canyon Rd**
City, Zip: **Santa Clarita CA 91351**
Phone: **949 224 1591** Email: aisen@aepcgroup.com

Terms: **Net Cash, see T&C's**
F.O.B. **Jobsite, unloading by others**
Sales Rep.: **Cameron Early**
Contact #: **949 395 1127**
Email: **Cameron.early@quinnpower.com**

Project Name: **230201 AEPC, Lomita XQ Unit (Budget)**

Qty:	Description	Unit Price	Extension
1	New Caterpillar, Model XQ230BM Diesel Portable Generator Set. Rated 200, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM. CARB Emission Certified, Tier 4 Final, C7.1 Diesel Engine.	\$ 168,800.00	\$ 168,800.00
1	Permits and Registration	\$ 6,900.00	\$ 6,900.00

Pricing valid for purchase orders received in 30 days and equipment released by 08/23/2023.

Optional adders listed below.

Includes standard features as listed in product data sheet and additional accessories as listed herein...

SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. **Quotation is good for 30 days from quote date above, expires after that duration.**

**Total Price
(SALES TAX NOT
INCLUDED):**

\$175,700.00



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Page: **2 of 5**

Description

- PRIME POWER
- EPA/CARB TIER 4F EMISSION CERT
- 60HZ 480 VOLT (WYE)
- 60 Hz, 200 kW
- XQ230-RETAIL 480V XQCP W/ ENC
- 125C TEMP RISE OVER 40C AMB
- STANDARD CONTROL PANEL- XQCP
- ENGLISH INSTRUCTION LANGUAGE
- INSIDE US EPA LOCATIONS
- GENERAL EPG
- COMMERCIAL BUSINESSES
- PRIME POWER
- STANDARD GOVERNOR
- DFA CONTRACT NUMBER
- 3POLE CB
- STANDARD BASE
- TRAILER XQ230 ELECTRIC BRAKES
- STANDARD ENCLOSURE
- STANDARD RADIATOR
- NO MUFFLER
- CLEAN EMISSIONS MOD INST
- STANDARD AVR
- STANDARD BATTERY
- PUMP ELECT UNIT INSTALLED
- 3 PHASE NEMA LOCK RECEPTACLE
- OPTIONAL CONNECTION GROUP
- STANDARD TEST REPORT

Accessories and/or modifications

- Initial fill of coolant and lube oil
- (1 set) Operation & Maintenance manuals (electronic copy) * **(additional sets, at additional cost)**
- Factory standard warranty - 2 years from startup service
- Spare Parts * (set of filters)

QPS field work

- Delivery to jobsite (**offload/crane service by others**)

Not included

- Sales tax
- Air, building or construct permits
- Offloading/crane service of equipment off delivery truck
- Installation, wiring, piping, plumbing or anchoring of equipment
- Diesel fuel, initial fill or for testing

~ = Service truck must be able to park within 25'ft horizontally & vertically of unit, over 25'ft at additional cost, based on T&M and billed direct from QPS Service department.

Availability:

Submittals: Estimated (8+ Weeks) on receipt and approval of purchase order. (1 electronic copy) Submittal approval is expected not exceed 60 days, additional time may impacted delivery schedule and equipment price increases.

Equipment: Estimated (70-74 Weeks) for factory build time after submittal approval. Subject to change at time of order.

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****



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Date: April 7, 2023

Page: 3 of 5

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.

EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.



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Date: April 7, 2023

Page: 4 of 5

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE



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Date: April 7, 2023

Page: 5 of 5

(WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

SUBMITTED BY:

By: _____

By: **Cameron Early**

Company: _____

Quinn Power Systems

Date: _____

Phone: **949 395 1127**

P.O. #: _____

March 20, 2023



KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS
To learn more, visit our website at www.BCEW.com

REFERENCE: Lomita Generator
EMERGENCY GENERATOR SYSTEM
BCEW # 162897, 3-20-23

Bay City Electric Works is pleased to offer the following Kohler generator system for your use on the referenced project. This proposal is in accordance with your verbal request. No written details, plans, or specifications were provided.

Major system components include:

One (1) Doosan model G240WCU-3A-T4F towable diesel powered generator set, rated rated for standby duty at 480 volts, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure with a subbase diesel fuel tank rated for 24 hours at full load.

Generator price is\$137,961.00 (Tax Not Included)

System Price: FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Jobsite inspection, initial generator startup, and initiation of warranty, by a Bay City Electric Works field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless the specification states otherwise. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup.

Emissions Permit is not included. To be provided by others. Contact ProActive Consulting Group at 714-893-7900 for Permit application processing information and pricing.

Quotation Notes:

1. Applicable taxes have not been included.
2. 3% fee will be added to any payments made by credit card.
3. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
4. Any additional equipment required as a result of the local Air Quality permit application will be quoted separately. Air quality requirements are ever changing and vary based on a number of factors like jobsite location and proximity to adjacent structures. BCEW is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end users responsibility to obtain all permits related to the installation and operation of the equipment quoted herein. All permits must be obtained prior to installation of the equipment.

Many air jurisdictions are discussing changing the rules regarding emissions, tier levels, aftertreatment, etc. We are quoting based on the specifications and our current understanding of the application of the air jurisdiction's rules at the time of quote.

5. Generators installed on or after January 1st, 2013 in SCAQMD's jurisdiction will require the installation of a Particulate Matter Filter if they are within 50 meters of a sensitive receptor and over 175bhp. If the generator is within 50 meters of a sensitive receptor and there is not a price for a PM Filter on this quote please contact your salesperson immediately. A sensitive receptor is defined as, "any residence including private homes, condominiums, apartments, and living quarters, schools as defined in (5), preschools, daycare centers, and health facilities such as hospitals or retirement and nursing homes. A sensitive receptor includes long term care hospitals, hospices, prisons, and dormitories or similar live-in housing."
6. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarden-12th grade school and there is not a price for a PM Filter on this quote please contact your salesperson immediately.
7. Some local AHJ's will require field inspections, additional testing, interconnection with a Fire Alarm system or BMS, or verifying functionality on certain components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover any and all potential testing that may be requested by AHJ's. We do our best to be an expert on all local requirements but we have a huge territory and requirements are ever changing. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the

REFERENCE:

BCEW # 162897, 3-20-23

3 of 5

Consulting/Specifying Engineer to provide the required information to bid the project properly. Typically the testing/inspection does not require attendance by a BCEW technician but in certain instances it does. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly. Tank pressure tests are required in very few areas. These are not included and will be quoted on an as required basis unless they are listed in the specification and specifically listed on our quote.

8. All supplied fuel tanks will be certified UL142 unless specifically called out as UL2085. UL142 tanks are NOT fire rated or ballistic rated.
9. All power system studies, including short circuit analysis, protective device coordination and arc flash analysis and mitigation, are the responsibility of others-not included with this proposal.
10. Protective device calibration, testing (NETA) and setting of protective relays and CB trip units is the responsibility of others and not included with this proposal.
11. Fuel, initial fuel fill and fuel for testing is excluded.
12. No special lugs included in our quotes unless specifically identified on our proposal. You will receive the standard lugs for the provided breakers.
13. Vapor Gas Fuel System includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components. External fuel supply components are not included.
14. Prices quoted are not applicable for work subject to any state or federal prevailing wage requirements. We are an equipment supplier, not a subcontractor. Please contact your sales executive if prevailing wage still applies.
15. Quotation will be held firm for 30 days. This quote may be modified and/or rescinded by BCEW at its sole discretion unless the quote is accepted before the expiration date
16. If new tariffs or fees are imposed on certain materials after the submittal of this proposal, we reserve the right to adjust pricing if this quote is affected.

Terms and Conditions:

1. Terms of payment are net 30 days from factory shipment, upon approval of credit department.
2. Materials will be invoiced date of shipment from factory.
3. Acceptance of purchase order is based on materials quoted.
4. 1.5% per month on unpaid balance will be assessed if not paid within terms.
5. Terms for retention and liquidated damages will not be accepted.
6. The following charges may be assessed for cancellation of any order:
 - a. 10% of total order price if cancelled after we have provided submittals but prior to release for manufacture.

13625 Danielson Street, Poway, CA 92064 (HQ)
8647 Helms Ave, Unit #100, Rancho Cucamonga, CA 91730
322 Lindbergh Avenue, Livermore, CA 94551
Phone – 866.938.8200 Fax – 619.938.8202

www.BCEW.com

REFERENCE:

BCEW # 162897, 3-20-23

4 of 5

- b. 25% of total order price if cancelled after release for manufacture, or if the equipment is already on order with the factory (Kohler paralleling switchgear is on order as soon as Submittals are requested).
- c. 50% of total order price if cancelled less than 60 days prior to the scheduled shipment date.
- d. 100% of total order price if cancelled after the equipment has shipped from the manufacturing plant.

Lead Times:

- 1. Most submittals can typically be provided within 10 business days from receipt of your written hold for Submittal approval (HFSA) Purchase Order. Custom drawings take 15-20 business days minimum. Paralleling Switchgear Submittals are a minimum of 6-8 weeks.
- 2. Current factory lead-time for the generator is 26-30 weeks from written release for production. Leadtimes are estimated at time of quote and may vary at time of order.

We appreciate this opportunity to offer our equipment for your consideration. Please call if you have any questions or if I can help in any way. Bay City Electric Works wants to be your Generator System Supplier.

Best Regards,

Kris Lintz
Industrial Sales Executive
619.496.7806 cell
klintz@bcew.com

REFERENCE:
BCEW # 162897, 3-20-23
5 of 5

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Bay City Electric Works, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth above.

Company name: _____

Purchaser name and title (please print): _____

Purchaser signature: _____

Date: _____ Purchase Order # _____

Delivery Date Requested by Purchaser: _____

If a delivery date is not provided, BCEW will postpone the release of product orders with its respective vendors until the date is provided in writing. It is the sole responsibility of the Purchaser to provide a delivery date within the current factory lead times.

PLEASE INCLUDE PRELIM INFORMATION WHEN ISSUING A PURCHASE ORDER.

KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com



QUOTATION

NO. 230201

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: May 12, 2023

Page: 1 of 6

To: Contact: Aleksei Isen
Company: AEPC Group
Address: _____
City, Zip: _____
Phone: 949 224 1597 Email: aisen@aecpgroup.com

Terms: Net Cash, see T&C's
F.O.B. Jobsite, unloading by others
Sales Rep.: Cameron Early
Contact #: 949 395 1127
Email: Cameron.early@quinnpower.com

Project Name: 230201 AEPC Lomita Load Bank

Qty:	Description	Unit Price	Extension
1	New ASCO, Input Panel Switch,. Rated 400A, 3P, 277/480V, 60Hz, 3Ph, NEMA 3R Enclosure.	\$ 6,600.00	\$ 6,600.00
1	AvTron 4500 Outdoor Resistive Load Bank 500kW	\$ 34,000.00	\$ 34,000.00

Pricing valid for purchase orders received in 30 days and equipment released by 09/29/2023

Optional adders listed below.

Includes standard features as listed in product data sheet and additional accessories as listed herein...

SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. **Quotation is good for 30 days from quote date above, expires after that duration.**

**Total Price
(SALES TAX NOT
INCLUDED):**

\$40,600.00



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Page: 2 of 6

#1	Quick Connect	AMPS: 0400	QTY: 1
Product	: Input Quick Connect Panel	Catalog Number	: 3QCNCAA30400N0XF,171QC
Service Voltage / Hz	: 277V-480V/50-60Hz	Optional Accessories	: 171QC
Bypass Isolation	: Not Applicable	Product Description	: Input Panel,Type 3R(F),277V-480V,0400A,3P+N+G, 600V MAX,CC: BRN,ORG,YEL,WHT,GRN
No. of Switched Poles	: 3	Neutral Configuration	: Solid [A]
Short Circuit Rating:	: 10K RMS Symmetrical Amps,600VAC Max.	No. of Cables & Lug Size	: 1, #2 AWG to 600MCM
Other Ratings May Apply. Contact ASCO For Details.			
Enclosure	: 3R(F)-UL Type 3R Enclosure (See Disclaimer 3)	Ground	: 100% Ground
Extended Warranty	: Not Included (Years - Cost)	Markings	:

#	ACCESSORY DESCRIPTIONS	
	Accessory Code	Description
1	171QC	Accessory 171QC will add the following features to ASCO 3QC Panels 400/800 Amp Wall Mount Units • Phase Rotation Monitor & fuses • Engine Start Terminal Post • Provisions for Trap/Kirk key Interlock 1200/1600 Amp Floor Mount Units • Phase Rotation Monitor & fuses • Engine Start Terminal Post • Provisions for Trap/Kirk key Interlock • C Enclosure for Bottom Cable Entry



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Page: 3 of 6

#1	Model: 4500 OUTDOOR RESISTIVE LOAD BANK
Quantity:	1
Catalog Number:	45000500HAB1A10X,R1A,R4
Load Bank Rating:	500 kW
Load Step Resolution:	5 kW
Load Voltage:	480 VAC, 3 Phase
Frequency:	60Hz
Cooling System:	An integrally mounted blower motor with direct drive fan provides the necessary cooling air. The blower is factory wired to the load bus.
Operator Controls:	Manual Toggle Switch Control Panel. Load selection is provided by individual industrial lever-type toggle switches for on/off application of load segments, one provided for each load step.
Control Power:	An integral control power transformer is provided for control circuit operation.
Certification:	UL/cUL
Extended Warranty:	Not Included
Packaged Weight :	1265 lbs (573.79 kg)
Dimensions:	59 in. X 79 in. X 61 in. (149.86 cm X 200.66 cm X 154.94 cm)

#

ACCESSORY DESCRIPTIONS

Accessory Code Description

1 R1A NEMA 4 Type REMOTE Control Panel Enclosure

2 R4 Automatic Load Control (ALC). Automatically adjusts load bank to maintain a minimum load. Includes loose current transformer.

Accessories and/or modifications

Initial fill of coolant and lube oil

(1 set) Operation & Maintenance manuals (electronic copy) * (additional sets, at additional cost)

Factory standard warranty - 2 years from startup service

QPS field work

Basic Demonstration – [included at no charge, if provided during the time of startup].

** See adder price below for a separate training session**

Not included

Sales tax

Air, building or construct permits

Offloading/crane service of equipment off delivery truck

Installation, wiring, piping, plumbing or anchoring of equipment

Diesel fuel, initial fill or for testing

Optional adders



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Date: May 12, 2023

Page: 4 of 6

Availability:

Submittals: Estimated (8+ Weeks) on receipt and approval of purchase order. (1 electronic copy) Submittal approval is expected not exceed 60 days, additional time may impacted delivery schedule and equipment price increases.

Equipment: Estimated (52-54 Weeks) for factory build time after submittal approval. Subject to change at time of order.

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. single line drawing E5.1 (dated 4/7/2023) provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.
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EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.



QUOTATION

NO. 230201

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Date: May 12, 2023

Page: 5 of 6

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filing Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost adjustments.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.



QUOTATION

NO. 230201

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: May 12, 2023

Page: 6 of 6

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By: **Cameron Early**

Quinn Power Systems

Phone: **949 395 1127**



5500 E. La Palma Ave
Anaheim, CA 92807
Phone: 888.970.0007
Fax: 800.784.8318
www.powerplus.com

May 10, 2023

AEPC Group
Attn: Aleksei Isen
15865 Soledad Canyon Road #210
Santa Clarita, CA 91351

Re: 200kw Portable Generator and 500kw load bank Quote # 2824

Good Day Aleksei,

We are pleased to provide you formal pricing per your request.

I would like to arrange a time when can review this quotation together and fully explain the **PowerPlus** solution. As you read through the quotation, we ask that you review the application scopes of work and verify that we have adequately addressed your requirements.

As an integrator of critical-power service we feel it is important for you to understand what the capabilities of your selected service provider are.

At **PowerPlus** we provide:

- National turnkey generator installations
 - Design
 - Engineering
 - Site Work & Installation for Back-Up Power Systems
 - Generator Commissioning
- Equipment Procurement – New or Used
- End of life analysis program

In addition, once your units are installed **PowerPlus** provides:

- Nationwide generator service coverage
- 24/7/365 response availability
- Experienced “brand agnostic” technicians trained in multi-vendor service
- Robust back-office insures timely communication, scheduling, billing, and reports
- Nationwide portable generator rental and emergency deployment

We believe as you evaluate our proposal you will find that we can support your critical-power needs with an integrated service offering unmatched in the industry. I welcome any questions or clarification you may have regarding this proposal or any additional products or services we can offer you. Thank you for your time and consideration.



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 Anaheim, CA 92807
 Phone: 888.970.0007
 Fax: 800.784.8318
 www.powerplus.com

Part Number / Description	Lead time	Quantity	Total
XL500GS 480/277 dual voltage resistive load bank		1	\$34,500.00
Nema 3R outdoor kit includes rigig louver and control panel cover		1	\$1,240.00
Solid louver cover for transportation and storage set		1	\$1,167.50
(3) Electric reels		1	\$15,069.25
Reel enclosure		1	\$4,649.25
12' Dot certified trailer W/ job box		1	\$17,333.50
	44-46 weeks ARO		
Load Bank Equipment total		1	\$73,959.50
QAS 250kva 200kw portable generator on trailer		1	\$175,807.50
Please see spec sheet for equipment details			
	In stock		
Portable Generator Equipment total		1	\$175,807.50

.....
 Regards,

Chris Riggs

Chris Riggs
 Business Development
 C: 951.496.6187
criggs@powerplus.com

.....
NOTES:

- All pricing is in United States Dollars
- Sales tax not included
- Freight to site not included
- Offloading by others
- Manufacturers' standard warranty included (where applicable).
- Service and Maintenance Contracts available at additional cost please see sales representative for details and pricing.

If applicable, labor costs will be billed with NET 30-day payment terms. Quoted prices include OEM packaging and any OEM provided literature. Additional requests for testing, packaging, additional instructional literature, parts, provisioning lists, or prints are not included, and prices will be quoted separately.

***** This quotation is valid for 30 days. *****

TERMS AND CONDITIONS OF PURCHASE

Note: All KW and KVA ratings are based upon sea-level elevation conditions; **PowerPlus** is not responsible for sizing of generator without engineered drawings provided.

Specifications – This quote is based on our understanding of your specifications which are documented in our records. These specifications are subject to approval by local jurisdictions and may or may not meet all jobsite requirements.



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Anaheim, CA 92807
Phone: 888.970.0007
Fax: 800.784.8318
www.powerplus.com

Credit – Credit is subject to **PowerPlus** approval in its sole discretion. This quote in no way constitutes approval of credit.

Generator Purchases – Payment terms: 50% Deposit due prior to equipment order with balance due upon notice of ready for shipment notification from factory.

Services and Parts – Payment terms: NET 30 days from invoice date. Above payment terms subject to all of the Credit Terms contained in our Credit Application and this document (1 ½% per month will be charged on past-due accounts). Construction and building materials to be progress billed monthly based upon percentage of completed work until final. All residual and/or retained monies shall be released upon final inspection (jurisdictional) signatures.

Partial shipments will be invoiced proportional to total quoted price, payable 30 days after shipment.

Note: If your job conditions or schedule result in partial or incomplete shipment of products and equipment provided by **PowerPlus**, you will be invoiced according to the dollar value of shipped items. These invoices then become due and payable 30 days after shipment and not when the job is completed.

All purchase orders must reference our quotation and be acknowledged in writing by **PowerPlus** to be deemed accepted.

Purchase orders which are issued with a hold-for-release date are subject to re-evaluation at time of release.

Unless mutually agreed upon in writing, **PowerPlus** will not accept purchase orders which:

- a) Specify delivery dates that are not subject to manufacturer's lead times
- b) Contain penalty clauses or liquidated damage clauses
- c) Require **PowerPlus** to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless **PowerPlus**
- d) Require **PowerPlus** to pay any and all legal expenses for the purchaser in the event of a dispute
- e) Require **PowerPlus** to be responsible for system design work and/or guarantee performance standard for system will be met
- f) Require completion and acceptance of project by the owner before payment

Start and Test may be invoiced separately at your request but it is subject to **PowerPlus** partial invoicing policy.

Storage fees may be assessed if your job site is not able to accept delivery on the requested date.

Validity of the Quote: This quote is valid for 30 days following the quote date. This quote may be modified and/or rescinded by **PowerPlus** at its sole discretion unless and until accepted on or before the quote date.

Availability: Subject to manufacturer lead-times.

Note: The Terms and Conditions of this quotation govern over any conflict between this quotation and customer's purchase order or other document, made either prior or subsequent to this quotation.

Thank you for this opportunity to quote. Please call if we may answer any questions, or be of further service.

EXTENDED TERMS

PowerPlus limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is assumed to be supplied by others. We have detailed the equipment proposed in the bill of material. Please check it to be certain



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that it meets your requirements. We reserve the right to correct any errors or omissions. Standard warranty of the manufacturer applies. Copies are available from the manufacturer upon request. Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on **PowerPlus**, unless accepted and confirmed in writing by an officer of **PowerPlus**.

The following charges may be assessed for cancellation of any generator or equipment order:

- A. 25% of total order price if cancelled after we have provided submittals but prior to release for manufacturing.
- B. 100% of total order price if cancelled after release for manufacturing or if the equipment is already on order with the Original Equipment Manufacturer.

If balance of equipment purchase is not paid by scheduled ship date, **PowerPlus** reserves the right to charge storage fees and any additional shipping costs incurred.

If no resolution for final payment is made within 15 days of scheduled ship date, the customer will forfeit their deposit and the equipment unless accepted and confirmed in writing by an Officer of **PowerPlus**.

There will be a 25% cancellation fee for any part orders cancelled, once placed and accepted by **PowerPlus**, if parts are deemed to be returnable. If parts are deemed to be nonreturnable 100% total of order will apply. The **PowerPlus** standard and extended terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by **PowerPlus** in order to process your order. **PowerPlus** will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by **PowerPlus**.

This quote (#2824) is accepted by:

(Company name)

(Date)

(Signature)

(Print name)

(Purchase order number)

QAS 250-330 JD T4F

Mobile Generator



Standard Scope of Supply

The Atlas Copco **QAS 250 & QAS 330 JD T4F** generators are prime power, multi-voltage, sound attenuated, mobile generators. They are powered by a JD T4 Final liquid-cooled, six-cylinder diesel engine.

The units consist of an alternator, diesel engine, cooling system, electrical distribution and control systems - all enclosed within a sound attenuated enclosure fabricated from powder coated steel.

A broad range of undercarriage formats and options are available.

Special attention has been given to the overall product quality, user friendliness, ease of serviceability, and economical operation to ensure best in class total cost of ownership.

Available Models

QAS 250 JD	250kVA prime power – JD engine
QAS 330 JD	330kVA prime power – JD engine

Standard Features

- Compact, sound attenuated, corrosion resistant, with single point lifting and 110% fluid containment
- Dual axle trailer as standard, available as a skid mounted unit with forklift pockets as an option
- Heavy Duty alternator with AREP excitation and marine grade protection
- Single side service with long run filters and 500-hour service intervals
- John Deere 6090HFG06 T4F engine
- Identical enclosures and maintenance points between models
- Emergency Stop
- Remote signal Start / Stop

Benefits

- Extremely durable and environmentally sensitive, designed to be used for everything from the oil field to special event power
- Versatility, giving you the flexibility to match your machine to the correct application
- Start-up power for the most demanding sites with 300% over load starting capabilities
- Heavy duty oil, air and fuel filters extend the maintenance interval to 500 hours for reduced total cost of ownership
- Proven engine platform with high reliability and durability
- Reduces stock of service kits and inventory of parts with rental ROI kept in mind
- External, recessed emergency stop for increased safety
- Allows connection as a critical back-up unit via a 2-wire dry contact connection in the distribution panel

Technical Data¹

Generator	Units	QAS 250 JD	QAS 330 JD
Rated Prime Power 3∅ @ 480V 60Hz	kW/kVA	200/250	264/330
Rated Standby Power 3∅	kW/kVA	220/275	290/363
3∅ Power Factor		0.8	
3∅ Voltage in 480V Switch Position (series star w/neutral)	V	480Y/277	
Amp Capacity @ 480V/60Hz	A	301	397
3∅ Voltage in 240-208V Switch Position (parallel star w/neutral)	V	240YY/139 - 208YY/120	
Amp Capacity @ 240V/60Hz	A	600	794
Amp Capacity @ 208V/60Hz	A	600	800
3∅ Voltage in 400V Switch Position (series star w/neutral)	V	240YY/139 - 208YY/120	
Rated Prime Power @ 400V/50Hz	kW/kVA	160/200	200/250
Amp Capacity @ 400V/50Hz	A	361	404
Rated Prime Power 1∅ @ 240V 60Hz	kW/kVA	132/132	198/198
1∅ Power Factor		1.0	
1∅ Voltage in 120-240V Switch Position (zig-zag)	V	120-240	
Amp Capacity @ 240V	A	600	800
Amp Capacity @ 120V	A	2 X 600	2 X 800
Performance Class (acc. ISO 8528-5:1993)		G2	G2
Single Step Load Acceptance (0-PRP) @60Hz	kW %	159-79%	164-62%
Alternator (4 pole, 12 wire)	Leroy Somer	LSA 46.2 L6	LSA 46.2 L9
Excitation		AREP	
Automatic Voltage Regulator (+/- 0.5%)	Leroy Somer	R450	
Insulation		Class H	
Frequency	Hz	50/60	
Main Breaker – Shunt Trip	A	800	1000
Power Distribution – Terminal Board		5 Wire (L1,L2,L3,N,GND)	
Terminal Board Connectors		Bare Wire Terminals	
Maximum Terminal Cable Size		350MCM	
Convenience Receptacles ²		2x NEMA 5-20R 2x 125/250V 50A	

Engine	Units	QAS 250 JD	QAS 330 JD
Model	John Deere	6090HFG06	
US EPA Tier		T4F	
Displacement	L	9.0	
Cylinders	#	6	
Continuous Engine Power Output (@ 1800 RPM)	HP (kW)	290 (216)	399 (298)
Rated Speed	RPM	1800	
Engine Control		ECU	
Aspiration		Turbocharged	
Engine Oil Capacity ³	US Gal (L)	10.6 (40)	
Engine Coolant Capacity	US Gal (L)	13.6 (51)	
Maximum Ambient Temperature (at Sea Level) ⁴	°F (°C)	122 (50)	
Minimum Starting Temperature (without Cold Weather Options)	°F (°C)	14 (-10)	
Minimum Starting Temperature (with Cold Weather Kit) ⁵	°F (°C)	-4 (-20)	
Electrical System (negative ground)	V	24	
Engine Alternator Output	A	60	
Battery Capacity (Cold Cranking Amps)	A	1100 X 2	
Sound Pressure Level @23' (7m) @75% load ⁶	dB(A)	73	

Fuel System	Units	QAS 250 JD	QAS 330 JD
Fuel Consumption @ 0% Load	US Gal/hr (L/hr)	2.71 (10.2)	3.05 (11.5)
Fuel Consumption @ 50% Load	US Gal/hr (L/hr)	7.11 (26.8)	9.48 (35.9)
Fuel Consumption @ 75% Load	US Gal/hr (L/hr)	10.16 (38.4)	13.55 (51.3)
Fuel Consumption @ 100% Load ⁹	US Gal/hr (L/hr)	14.23 (53.9)	18.29 (69.2)
Fuel Type ⁷		Diesel	
Fuel Tank Capacity	US Gal (L)	385 (1457)	
Fuel Autonomy @ 75% Load ⁸	Hr	34.1	25.6
DEF Tank Capacity	US Gal (L)	25 (94.6)	

¹ All ratings are at a reference condition of 0' altitude and 20°C (68°F)

² Please see receptacle voltage configuration in Power Distribution section

³ Engine oil to meet CJ-4 (low ash oil)

⁴ Please see "Performance @ Altitude and High Ambient Conditions" for altitude and temperature calculations

⁵ Cold start option comes with OW40 synthetic engine oil

⁶ Measured in accordance with ISO 2151 under free field conditions @ 7m distance

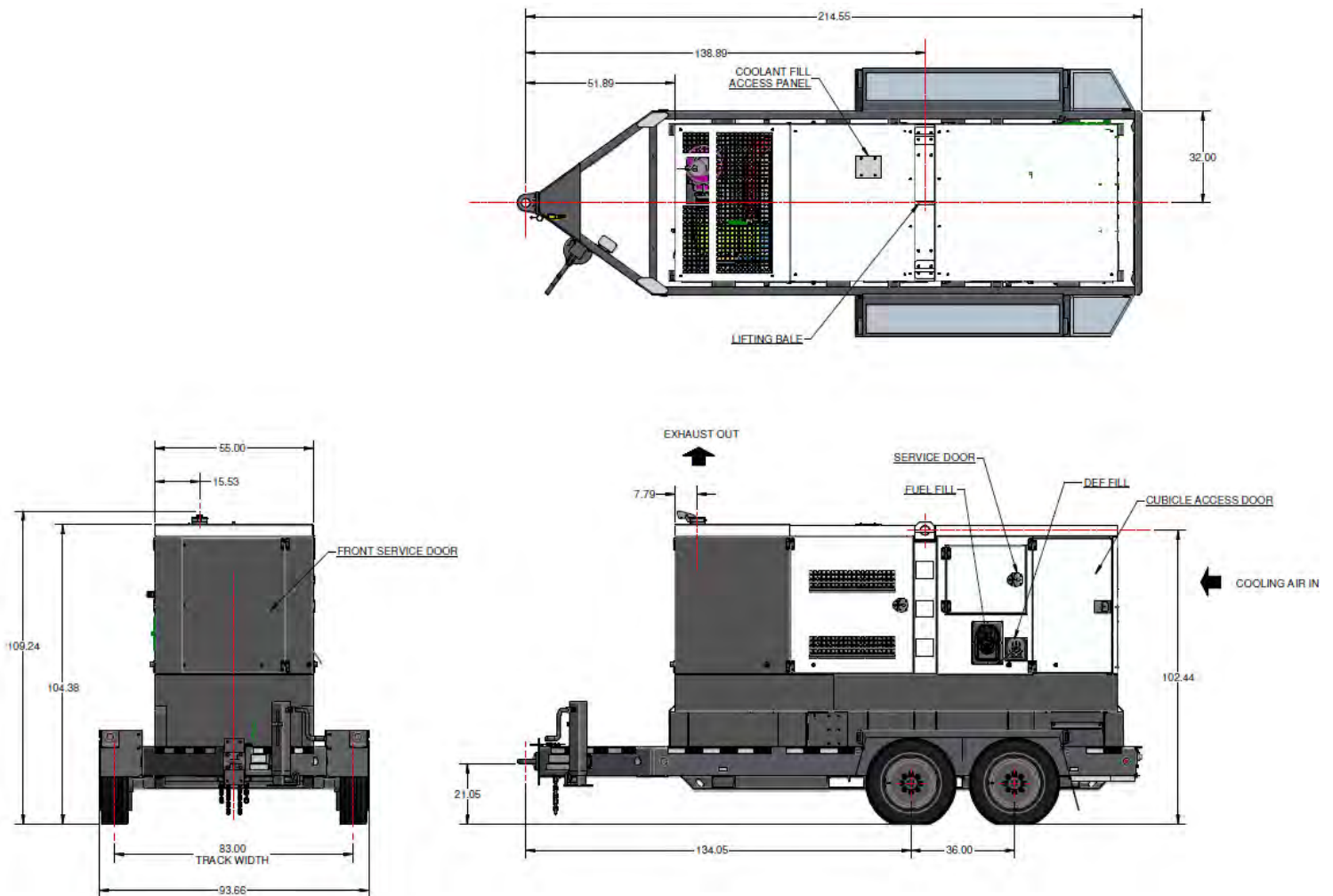
⁷ Engine and emissions require the use of Ultra Low Sulfur Diesel in accordance to ASTM-D975 Grade No. 1-D S15 & No.2-D S15

⁸ Based on 90% volume of fuel tank

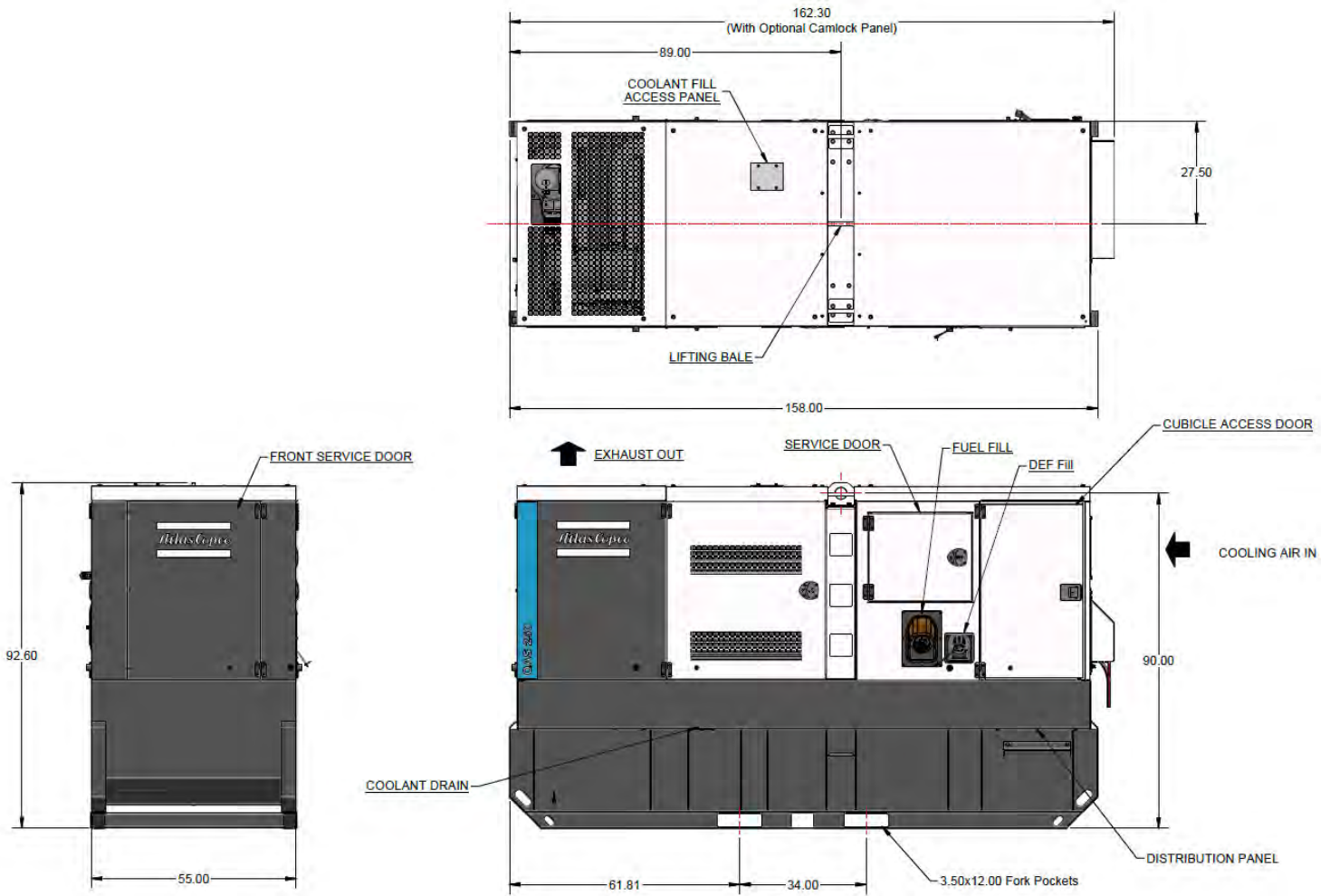
⁹ Only at 60 Hz

Dimensions

Trailer Mounted



Skid Mounted



Weight - Wet (ready to operate)

Trailer Mounted
Skid Mounted

Units

lbs (Kg)
lbs (Kg)

QAS250 JD

14,175 (6,430)
11,870 (5,384)

QAS330 JD

14,355 (6,511)
12,050 (5,466)

Dimensions

Trailer Mounted (L x W x H)
Skid Mounted (L x W x H)

Inches
Inches

218 x 94 x 109
158 x 55 x 93

Principle Data

Alternator

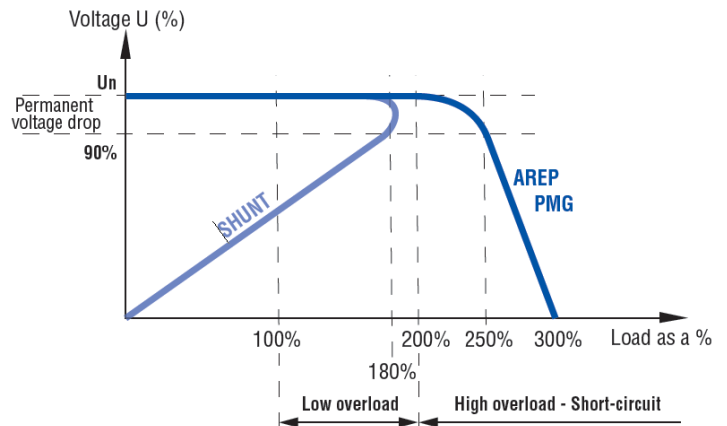
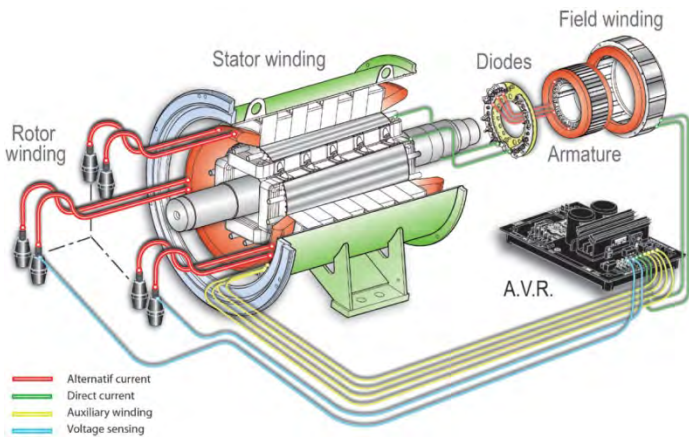
The Leroy Somer LSA alternators are designed for heavy duty continuous applications, with marine winding protection and Leroy Somer's AREP excitation system.

- AREP Excitation for superior motor starting capabilities
- Marine grade (relative humidity >95%) protection
- External multi-voltage selector switch (3 – position)
- 4 pole brushless design with single bearing, Class H insulation and IP23 rating
- Voltage regulation +/- 0.5%
- Full Load acceptance of prime power rating

The AREP system uses 2 independent auxiliary windings located in the main stator to send supply voltage to the AVR:

- The voltage delivered by the first auxiliary winding H1 is proportional to the alternator output voltage (shunt characteristic).
- The voltage delivered by the second auxiliary winding H3 is proportional to the current drawn by the alternator and is a function of the applied load (compound characteristic – booster effect).
- The resulting phase-to-phase voltage supplies power to the AVR.

This power supply to the AVR power circuit is independent of the voltage sensing measured on the alternator output terminals. Therefore, the excitation current delivered by the AVR to the alternator exciter is independent of any voltage distortions (harmonics) due to the load. The AREP system gives the alternator a high overload capacity (load impact or starting electric motors) and a short-circuit capability (300% - 10 s) in order to provide discriminating protection: the alternator with AREP excitation is shorter than the one with PMG excitation. It is particularly suitable for demanding applications.



Performance @ Altitude and High Ambient Conditions

When using at altitude and high ambient conditions the engine and alternator will de-rate as per chart below.






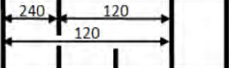


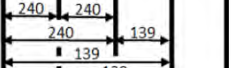


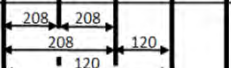


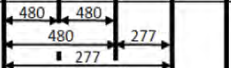


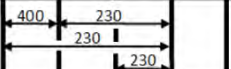
		Temperature °C (°F)											
		0 (32)	5 (41)	10 (50)	15 (59)	20 (68)	25 (77)	30 (86)	35 (95)	40 (104)	45 (113)	50 (122)	
Height m (ft)	0	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%	90%
	500 (1640)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%	90%
	1000 (3280)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%	90%
	1500 (4921)	100%	100%	100%	100%	100%	100%	95%	95%	95%	90%	90%	90%
	2000 (6561)	100%	100%	100%	100%	100%	100%	90%	90%	90%	85%	85%	85%
	2500 (8202)	95%	95%	95%	95%	95%	95%	85%	85%	85%	80%	80%	75%
	3000 (9842)	95%	95%	95%	95%	95%	95%	85%	85%	85%	80%	80%	75%
	3500 (11482)	90%	90%	90%	90%	90%	90%	75%	75%	75%	75%	75%	70%
	4000 (13123)	90%	90%	90%	90%	90%	90%	75%	75%	75%	75%	75%	70%
	4500 (14764)	85%	85%	85%	85%	85%	85%	70%	70%	70%	70%	65%	65%
5000 (16404)	80%	80%	80%	80%	80%	80%	70%	70%	70%	70%	65%	65%	

Power Distribution

The main power is connected from the alternator through a 4-position voltage selector switch to the main power cubicle. The cubicle incorporates all power distribution, controls, sensing and protection devices.

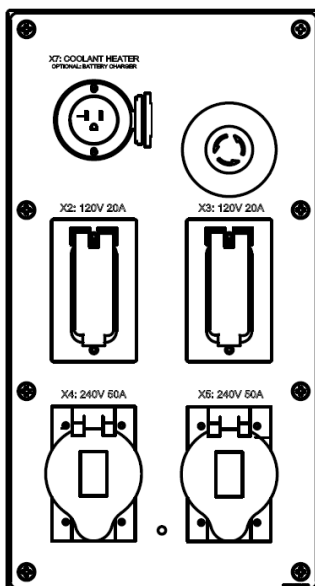
- ✓ 4 position Voltage Selector Switch (VSS)
- ✓ Current transformer x 3 (1 each leg)
- ✓ Single main breaker w/shunt trip
- ✓ Individual breakers for each receptacle
- ✓ Convenience receptacles located on outside of unit for easy access
- ✓ Terminal board for hard wiring
- ✓ Cam-Lock external quick connect (available as option)
- ✓ External emergency stop switch (recessed)
- ✓ Neutral bonded to Ground with a removable bonding link accessible in the control cubicle

Please refer to the chart below for power distribution and voltages. NOTE: All voltages below are subject to change, depending on set point of "Fine Voltage Adjustment" potentiometer and Voltage Selector Switch.

		120V Receptacle NEMA 20-5R	125/250V Receptacle CS6364	Terminal Board
Fine Voltage Adjustment ↓	Voltage Selector Switch Position ↓			
	 240/120V 1Ø 60hz	120V	240/120V	
	 240/208V 3Ø 60hz	139V	240/139V	
	 240/208V 3Ø 60hz	120V	208/120V	
	 480V 3Ø 60hz	139V	240/139V	
	 400V 3Ø 50hz			

- All voltages are adjustable with the "Fine Voltage Adjustment" potentiometer located on the control panel. Therefore, voltage may be different then what is shown in the above table. All voltages should be verified before connection to the unit.

Convenience Receptacles



Receptacle	Type
X2, X3	120V - NEMA 5-20R
X4, X5	125/250V - CS6364
X7	120V - NEMA 5-15P

Controller - Standard

The QAS 250 and QAS 330 come equipped with a DeepSea 7310 control module. This is a fully diagnostic ECU controller with large 3" display, that is intuitive and easy to operate with all functions conveniently at your fingertips. The controller also manages the engine ECU operating system, and a number of safety warnings and shut downs on various parameters (listed below).

The controller is powered by a main On/Off switch located next to unit.

DeepSea 7310 Controller Functionality:

Home Page (displayed while running, scrolling every 3seconds)

- ✓ Generator voltage (ph-ph)

Status Page

- ✓ Generator voltage (ph-N)
- ✓ Generator voltage (ph-ph)
- ✓ Generator frequency
- ✓ Generator kw
- ✓ Generator power factor
- ✓ Generator amperage

Generator Page

- ✓ Generator current (A)
- ✓ Generator earth current
- ✓ Generator load (kw)
- ✓ Generator load (kVA)
- ✓ Generator power factor
- ✓ Generator load (kVAr)
- ✓ Generator load (kWh, kVAh, kVArh)
- ✓ Generator phase sequence
- ✓ Dual mutual status

Event Page

- ✓ Displays the last 15 events

Remote Start/Stop

- ✓ Automatic start/stop via 2 wire dry contact connection

Operational Buttons

- ✓ Start button
- ✓ Stop button
- ✓ Automatic mode (external remote start)
- ✓ Up/Down arrows

Info Page

- ✓ Model number
- ✓ USB identification number
- ✓ Configured engine type
- ✓ Module's date and time
- ✓ Scheduler setting

Engine Page

- ✓ Engine speed
- ✓ Oil pressure
- ✓ Coolant temperature
- ✓ Engine battery volts
- ✓ Run Time
- ✓ Oil Temperature
- ✓ Fuel Temperature
- ✓ Turbo Pressure
- ✓ Fuel Pressure
- ✓ Fuel Consumption
- ✓ Fuel Used
- ✓ Fuel Level
- ✓ Auxiliary Sensors
- ✓ Engine Maintenance Due
- ✓ Engine ECU Link

Engine DTC Page

- ✓ This page contains any active Diagnostic Trouble Codes that the engine ECU is currently generating. These alarms are conditions detected by the engine ECU and displayed on the DSE controller.



Controller - Optional

The QAS 250 and QAS 330 are also available with a Qc 4003 controller with a capacitive touch screen. This is a fully diagnostic ECU controller with large 7" diagonal (800 x 480 pixel) touch screen display that is intuitive and easy to operate with all functions conveniently at your fingertips. The controller also manages the engine ECU operating system, and a number of safety warnings and shut downs on various parameters.

Additionally, our Power Management System (PMS) enables the optimization of fuel consumption and expands the generator lifetime. PMS manages the quantity of generators running in parallel with load demand, starting and stopping units in line with increases or decreases in load. This ensures the demand on each generator remains at a level which optimizes fuel consumption. This also eliminates the need for generators to run with low load levels, which can cause engine damage and shorten the life expectancy of the equipment.

Qc 4003 Controller Benefits:

Modular Plant Capacity

- ✓ The Qc 4003 controller allows up to 32 generators to be coupled in parallel to fit the power requirement of any application.

Remote communication capability

- ✓ The Qc 4003 supports serial communication protocols including Modbus (RS-485, USB, and TCP/IP) and Profibus allowing you to supervise and control your genset/plant remotely.

User friendly rental interface

- ✓ Rental companies will benefit from the standardized user interfaces. The controller has been designed with ease of operation in mind, and rental companies can easily set and lock parameters to ensure full protection of their equipment.

Available Modes:

- ✓ **Island mode** - Power plant with synchronizing generators or a stand-alone generator. Also applicable in critical power plants.
- ✓ **Automatic Mains Failure** - Critical power/emergency standby plants, black start generator.
- ✓ **Fixed power** - Power plant with fixed kW set point (including building load).
- ✓ **Peak shaving** - Power plant where generator supplies peak load demand paralleled to the mains.
- ✓ **Load takeover** - Plant mode where the load is moved from mains to generator, for example peak demand periods or periods with risk of power outages.
- ✓ **Mains power export** - Power plant with fixed kW set point (excluding building load).
- ✓ **Remote maintenance** - Used when the generator must supply the load while a distribution transformer is disconnected for service.

* All modes are configurable, and it is possible to change the plant mode on the fly both in single and in power management applications.



Engine

John Deere

JD Tier 4 Final, turbo charged, intercooled, six-cylinder, liquid-cooled diesel engine provides ample power to operate the generator continuously at full-load.

Meets all US EPA, CARB and Environment Canada exhaust legislations with Tier 4 Final compliance. The engine utilizes a Selective Catalytic Reduction (SCR) and Diesel Exhaust Fluid (DEF) to meet final Tier 4 emissions. All functionality of the engine is controlled automatically on the controller.

The engine has the capability to start the generator at 14°F (-10°C) with standard glow-plug aid. Cold start options are available for machine starting for down to -13°F (-25°C).

The 385 Gal (1457L) fuel tank is sufficiently sized to operate the unit at full-load condition for long run times (see the *Technical Data* table for specifications).

The engine operates on a 24V negative ground electrical system with a charging alternator and lockable battery cutoff switch.

The cooling system is suitably designed for continuous operation in ambient conditions up to 122°F (50°C), with canopy door closed.

Fuel System

A large 385 US Gal (1457L) fuel tank provides safe diesel storage while eliminating tank corrosion contaminants from being introduced to your fuel system. With integrated fuel water separator and filter, the system is designed to help maintain clean and trouble-free diesel supply to the engine for reliable trouble-free operation.

- ✓ Pad-lockable diesel fill cap
- ✓ Fuel / Water separator
- ✓ Inline priming pump (w/ filter)
- ✓ Fuel pre-filter
- ✓ Fuel supply pump (w/ strainer)
- ✓ Fuel level sensor
- ✓ Low fuel shut down feature (programmable level)

Scheduled maintenance

Standard equipped with filters sized and designed to allow 500-hour service intervals under normal operating conditions. Extended time between services reduces down time and total cost of ownership of the unit over its lifetime.

- | | |
|---|--|
| <ul style="list-style-type: none"> • 500 Hour Service Interval: <ul style="list-style-type: none"> ✓ Oil filter ✓ Fuel filter ✓ Fuel / water separator | <ul style="list-style-type: none"> • 1000 Hour Service Interval: <ul style="list-style-type: none"> ✓ Air filter ✓ Oil filter ✓ Fuel filter ✓ Fuel / water separator |
|---|--|

NOTE: Site specific operating conditions such as; poor fuel quality and low load profile may require more frequent service intervals.

Enclosure & Frame

The generator enclosure is designed for extreme applications to provide superior performance and reliability.

The enclosure is fabricated from coated steel which is powder coated for corrosion resistance. The enclosure and frame are fully sealed from the radiator to the back of the unit, providing a true 110% containment of all fluids.

- ✓ Zink rich primer, powder coated enclosure
- ✓ Heavy duty base frame
- ✓ 110% fluid containment
- ✓ Superior level of rain ingress protection and design features
- ✓ Pad-lockable doors and fuel cap
- ✓ Engine fluid plumbed to exterior of frame for ease of service
- ✓ Central lifting point
- ✓ Sound dampening material and design to allow quiet operation at 73 dB(A)

Undercarriage

The QAS 250 and QAS 330 are available with two undercarriage alternatives, providing utmost flexibility in installation, site handling or towing. Both the skid frame and the trailer mount the same way and can be interchanged for versatility.

- Trailer mounted:
 - ✓ Tandem axle trailer
 - ✓ Available with hydraulic or electric brakes
 - ✓ DOT/Federal MVSS 49CFR571 approved light package and 6 pin plug
 - ✓ Adjustable height pintle hitch (3" lunette)
 - ✓ 16" Rims w/ ST235/80R16 Tires for trailer use
 - ✓ Heavy Duty torsion axles
 - ✓ Safety chains
 - ✓ Screw jack leveling, with pad foot
 - ✓ Single point lifting structure
 - ✓ Tie down points x4
- Skid mounted:
 - ✓ Sub-frame skid with integrated forklift pockets
 - ✓ Heavy duty design for use in extreme conditions
 - ✓ Built-in locations for straps or chains to secure the unit for transport
 - ✓ Single point lifting structure

Factory Options Available

- Qc4003 paralleling controller with PMS(Power Management System)
- Skid mounted
- Cold Weather Kit
- Battery charger
- Spare tire
- Stabilizer jacks
- Toolbox
- External fuel connections w/ 3 way valve and quick disconnects
- CSA Kit

Manufacturing & Environmental Standards

The **QAS 250 and QAS 330 JD T4F** are manufactured following stringent ISO 9001 regulations, and by a fully implemented Environmental Management System fulfilling ISO 14001 requirements.

Attention has been given to ensure minimum negative impact to the environment.

The **QAS 250 and QAS 330 JD T4F** meets all current US EPA, CARB and Environment Canada exhaust and noise emission directives.

Supplied Documentation

The unit is delivered with documentation regarding:

- Hard copies of the Atlas Copco Operators Safety and Instruction Manual, Atlas Copco Parts Book, JD Engine Manual and Parts book, in English as well as electronic copies available on request.
- Warranty Registration card for engine and Atlas Copco Generators (Units must be registered upon receipt).

Warranty Coverage

Atlas Copco Generator: Warrantied to be free from defects with regard to material and workmanship for the period of eighteen (18) months from date of shipment from the factory, or twelve (12) months from date of initial startup, whichever occurs first, without limitation of running hours.

John Deere Engine: John Deere Diesel engines are warrantied to be free from defects with regard to materials and workmanship for the period of twelve (12) months without limitations in running hours, or twenty-four (24) months prior to the accumulation of 2,000 hours from the date of invoicing from Atlas Copco.

Leroy Somer Alternator: Warrantied to be free from defects with regard to material and workmanship for the period of twenty-seven (27) months from date of shipment from the factory, or twenty four (24) months from date of initial startup or 10,000 hours, whichever occurs first.

BRANCH H45
9606 FIRESTONE BLVD
DOWNEY CA 90241-5508
562-861-0978
562-861-4489 FAX

219168583

Job Site

CITY OF LOMITA
26255 APPIAN WAY
LOMITA CA 90717

Office: 949-224-1590 Cell: 214-415-6556

Customer # : 6356440
Quote Date : 05/03/23
Estimated Out : 09/01/23 09:00 AM
Estimated In : 02/02/24 09:00 AM
UR Job Loc : 26255 APPIAN WAY, LO
UR Job # : 2
Customer Job ID:
P.O. # : TBD
Ordered By : LENZI HITE
Written By : RANDY BAKER
Salesperson : RANDY BAKER

AEPC GROUP
15865 SOLEDAD CANYON RD.
UNIT 120
SANTA CLARITA CA 91351

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	2403303	GENERATOR 250-299 KVA TIER 4		1,645.00	1,825.00	4,700.00	27,150.00	

* RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS *								
* OTHERWISE STATED *								
* SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS *								
* DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS *								
* TRIPLE SHIFT = UNLIMITED USAGE *								
* ** DOUBLE SHIFT IS 1.5 X SINGLE RATE ** *								
* ** TRIPLE SHIFT IS 2 X SINGLE RATE ** *								

* TO AVOID FUEL CHARGES THE UNIT MUST BE RETURNED WITH THE SAME *								
* LEVEL OF FUEL IT HAD AT THE START OF THE RENTAL. YOU MAY OPT *								
* FOR THE CONVENIENCE OF URI TO ARRANGE ONSITE FUELING SERVICES *								
* AND INVOICE UPON YOUR REQUEST. *								

PRICING LISTED IS FOR SINGLE SHIFT								
USAGE. CUSTOMER WILL BE BILLED FOR A								
PREVENTIVE MAINTENANCE SERVICE CHARGE								
FOR EVERY 500 HOURS USED.								
SINGLE SHIFT = 8HR/DAY OR 40 HR/WEEK								
DOUBLE SHIFT = 16HR/DAY OR 80 HR/WEEK								
TRIPLE SHIFT = UNLIMITED USAGE								
DOUBLE SHIFT RATES ARE 1.5 TIMES SINGLE								
TRIPLE SHIFT RATES ARE 2 TIMES SINGLE								
277/480 VOLTS - 300 AMPS								
15	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		30.00	34.00	90.00	7,770.00	
		(1) 100 FOOT CABLE RUN						
		(1) 50 FOOT CABLE RUN						
10	241/5970	CABLE TAIL 4/0 MCAM BARE END		7.00	8.00	24.00	1,360.00	
							Rental Subtotal:	36,280.00

SALES/MISCELLANEOUS ITEMS:								
Qty	Item		Price	Unit of Measure	Extended Amt.			
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	272.100	EACH	272.10			
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	543.000	EACH	543.00			
1	DELIVERY CHARGE		570.000	EACH	570.00			
1	PICKUP CHARGE		570.000	EACH	570.00			
							Sales/Misc Subtotal:	1,955.10
							Agreement Subtotal:	38,235.10
							Rental Protection:	5,442.00
							Tax:	3,860.69
							Estimated Total:	47,537.79

COMMENTS/NOTES:

CONTINUED

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



POWER & HVAC

BRANCH H45
9606 FIRESTONE BLVD
DOWNEY CA 90241-5508
562-861-0978
562-861-4489 FAX

RENTAL QUOTE

219168583

Job Site

CITY OF LOMITA
26255 APPIAN WAY
LOMITA CA 90717

Office: 949-224-1590 Cell: 214-415-6556

Customer #	: 6356440
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Customer Job ID:	
P.O. #	: TBD
Ordered By	: LENZI HITE
Written By	: RANDY BAKER
Salesperson	: RANDY BAKER

AEPC GROUP
15865 SOLEDAD CANYON RD.
UNIT 120
SANTA CLARITA CA 91351

**This is not an invoice
Please do not pay from this document**

COMMENTS/NOTES:

CONTACT: LENZI HITE
CELL#: 214-415-6556

Rental Power 200 kW

U.S. EPA Tier IV Emissions



Description

This Cummins Power Generation rental package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for standby and prime power applications.

Features

Cummins diesel engines

- U.S. Tier IV Final and EU SIIIa certified Cummins QSB7-G9 engines which meet emissions limits without the use of a diesel particulate filter (DPF)
- Dual speed engine for operation at 50 or 60 Hz
- Advanced electronic engine controls with integrated aftertreatment system provide superior fuel efficiency while reducing emissions
- High-pressure common rail fuel system reduces engine noise and smoke
- Cummins Direct Flow™ air filtration offering improved air management, longer service life, and easier serviceability
- 2-stage fuel filtration with optimum particle and water separation

Control features

- The most advanced, reliable and capable generator set control system on the market today
- PowerCommand 3.3® with Masterless Load Demand (MLD) technology enables smartly adapting power to match varying load demand. MLD capable generators allow sharing of information among paralleled generator sets.
- Controls provide precise frequency and voltage regulation, alarm and status message display in one easy to operate customer interface

Engine controls

- Oil pressure and coolant temp gauge
- Fuel level gauge, Diesel Exhaust Fluid (DEF) level gauge and battery voltage gauge
- Hour meter
- Engine control module includes remote start capability

Stamford alternators

- 12-lead reconnectable alternators fitted with voltage selection switch
- Permanent magnet excitation for improved performance in non-linear load applications

Rental package enclosure

- Camlock distribution panel
- Sound attenuated, white powder coated lockable enclosure
- 24 hour fuel tank (75% prime) with gauge
- Roof mounted, single point lift
- Cooling system rated for 122° F (50° C) at 100% standby ambient
- Complete engine fluid containment reservoir
- 4 position voltage selector switch (277/480 or 130/240 or 120/208 VAC 3 phase or 120/240 VAC1 phase)
- Shore power (15A/120V) – for coolant heater and battery charger
- Conveniently located analog gauges and heated Human Machine Interface (HMI) display

Rental package options

- Optional Auxiliary Fuel and DEF connections
- DOT approved electric brake trailer with heavy duty center mounted jack, ball or pintle hitch
- DOT approved hydraulic brake trailer with heavy duty center mounted jack, ball or pintle hitch

Model	Voltages (V)	Standby Rating		Prime Rating		Sound level Full load @ 7m	Alternator model
		60 Hz kW (kVA)	50 Hz kW (kVA)	60 Hz kW (kVA)	50 Hz kW (kVA)		
C200D2RE	208/480	200 (250)	172 (215)	180 (225)	156 (195)	73 dBA	UCDI274J

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power.cummins.com

Engine specifications

Engine model	QSB7-G9
Alternator data sheet	UCDI274J (208/480)
Tier rating	Tier IV
Design	4 cycle, In-Line, turbocharged and after-cooled
Bore	107 mm (4.21 in.)
Stroke	124.0 mm (4.88 in.)
Displacement	6.69 liters (408 in ³)
Cylinder block	Cast iron, In-Line 6 cylinder
Battery capacity	2 x 760 cca
Battery charging alternator	70 amps
Starting voltage	24 volt, negative ground
Fuel system	Direct injection HPCR system
Fuel filter	Spin on fuel filter with water separator
Air cleaner type	2-stage, dry replaceable element with dust ejector
Lube oil filter type(s)	Single spin-on, full flow
Standard cooling system	122 °F (50 °C) ambient radiator

Alternator specifications

Design	Brushless, 4 pole, drip proof revolving field
Stator	Double layer concentric, 2/3 winding pitch
Rotor	Single bearing, flexible disc
Insulation system	Class H per NEMA MG1-1.65 (208/480 VAC)
Standard temperature rise	125/40 °C prime (208/480 VAC)
Exciter type	PMG (permanent magnet generator)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower fan
AC waveform total harmonic distortion	< 1.5% no load, < 5% non-distorting balance linear load
Telephone influence factor (TIF)	< 50 per NEMA MG1-22.43
Telephone harmonic factor (THF)	< 2%

Power capability specifications (Assume power factor = 0.80 for 3 phase amps)

	Standby rating				
	240 V, 1 phase Amps 60Hz	208 V, 3 phase Amps 60Hz	480 V, 3 phase Amps 60Hz	240 V, 3 phase Amps 60Hz	400 V, 3 phase Amps 50Hz
C200D2RE	361	694	301	601A	310

Electrical power panel specifications

Model voltage	120 V duplex receptacles	240 V twist	Load lug connection (stud diameter)	Load lug circuit breakers
120/480 Volt	2 - 20 Amp GFCI	3 - 50 Amp	1/2 inch	800 Amp

PowerCommand 3.3 Control System



An integrated microprocessor based generator set control system providing voltage regulation, engine protection, alternator protection, operator interface and isochronous governing. Refer to document S-1570 for more detailed information on the control.

Simplified display for rental operators - simplified display tailored for rental equipment operations for ease of use.

Masterless Load Demand (MLD) - The controller is capable of smartly managing power from paralleled generators to match varying load patterns.

Power management - Control function provides battery monitoring and testing features and smart starting control system.

Advanced control methodology - Three phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.

Regulation compliant - Prototype tested: UL, CSA and CE compliant.

Service - InPower™ PC-based service tool available for detailed diagnostics, setup, data logging and fault simulation.

Easily upgradeable - PowerCommand controls are designed with common control interfaces.

Reliable design - The control system is designed for reliable operation in harsh environment.

Operator panel features

Operator/display functions

- Displays paralleling breaker status
- Provides direct control of the paralleling breaker
- 320 x 240 pixels graphic LED backlight LCD
- Auto, manual, start, stop, fault reset and lamp test/panel lamp switches
- Alpha-numeric display with pushbuttons
- Heated HMI
- LED lamps indicating genset running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and stop

Paralleling control functions

- First Start Sensor System selects first genset to close to bus
- Phase Lock Loop Synchronizer with voltage matching
- Sync check relay
- Isochronous kW and kVar load sharing
- Load govern control for utility paralleling
- Extended Paralleling (baseload/peak shave) Mode
- Digital power transfer control, for use with a breaker pair to provide open transition, closed transition, ramping closed transition, peaking and base load functions,

Alternator data

- Line-to-neutral and line-to-line AC volts
- 3-phase AC current
- Frequency
- kW, kvar, power factor kVA (three phase and total)

Engine data

- DC voltage
- Engine speed
- Lube oil pressure and temperature
- Coolant temperature
- Comprehensive FAE data (where applicable)

Other data

- Genset model data
- Start attempts, starts, running hours, kW hours
- Load profile (operating hours at % load in 5% increments)
- Fault history
- Data logging and fault simulation (requires InPower)

Standard control functions

Digital governing

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase, 4-wire line-to-line sensing
- Configurable torque matching

AmpSentry AC protection

- AmpSentry protective relay
- Over current and short circuit shutdown
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse var shutdown
- Field overload shutdown

Engine protection

- Battery voltage monitoring, protection and testing
- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown
- Fuel-in-rupture-basin warning or shutdown
- Full authority electronic engine protection

Control functions

- Time delay start and cool down
- Real time clock for fault and event time stamping
- Exerciser clock and time of day start/stop
- Data logging
- Cycle cranking
- Load shed
- Remote emergency stop

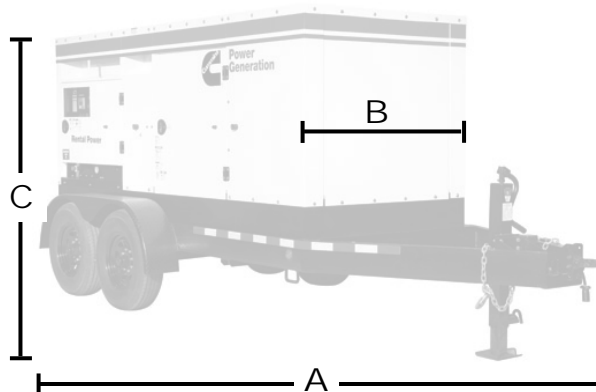
Ratings definitions

Standby:

Applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. (Equivalent to Fuel Stop Power in accordance with ISO3046, AS2789, DIN6271 and BS5514). Nominally rated.

Prime (unlimited running time):

Applicable for supplying power in lieu of commercially purchased power. Prime power is the maximum power available at a variable load for an unlimited number of hours. A 10% overload capability is available for limited time. (Equivalent to Prime Power in accordance with ISO8528 and Overload Power in accordance with ISO3046, AS2789, DIN6271, and BS5514).



Dimensions

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Weight w/o fuel kg (lbs)	Weight with fuel kg (lbs)	Fuel capacity liters (gal)*
C200D2RE	3700 (146)	1450 (57)	1700 (67)	3220 (7100)	4000 (8830)	965 (255)
With trailer	5740 (226)	2140 (84)	2309 (91)	3950 (8710)	4730 (10440)	965 (255)

* Onboard DEF capacity is sized for 24 hours of operation at 15 gallons

Fuel consumption

60 Hz Ratings, kW (kVA)	Standby					Prime				Hours of operation 75% load
	Load	200 (250)				180 (225)				
US Gal/hr	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full	24	
L/hr	3.1	6.3	9.3	11.0	2.8	5.6	8.9	10.3	24	
	11.7	23.8	35.2	41.6	10.6	21.2	33.7	38.9	24	

Note: DEF consumption less than 4% of fuel consumption

Trailer information

Model	Tire size	Tire type	Load range	Number of tires per trailer	Lug pattern
C200D2RE	235/85-R16	Radial	2755 lbs - each	4	8 hole

Certifications

These generator sets are certified to following standards:



CAN/CSA STD C22.2 NO. 100-04
CAN/CSA STD C22.2 NO. 14-05

North America
1400 73rd Avenue N.E.
Minneapolis, MN 55432
USA

Phone 763 574 5000
Fax 763 574 5298

Our energy working for you.™

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NAS-5887a-EN (5/14)



power.cummins.com



PC#: 1332
1741 E COLON ST
WILMINGTON, CA 90744 2210
310-835-3161

SUNBELT RENTALS, INC.

Salesman: 133201 DEUEL, DENISSE (1332)
Typed By: DDEUEL

Job Site:

CITY OF LOMITA WATER DISTRICT
26255 APPIAN WAY
LOMITA, CA 90717

C#: 214-514-6556 J#: 214-415-6556

QUOTE



Contract #.. 140342036
Contract dt. 6/02/23
Date out.... 6/05/23 8:00 AM
Est return.. 11/20/23 8:00 AM
Job Loc..... CITY OF LOMITA WAT;26255 APPIAN
Job No.....
P.O. #.....
Ordered By.. HITE, LENZI
NET DUE UPON RECEIPT

Customer: PC 1332

HITE, LENZI
15865 SOLEDAD CANYON RD #210
AEPC GROUP
SANTA CLARITA, CA 913451

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes rows for 200KW DIESEL GENERATOR, CAMLOCK CABLE, and MALE PIG TAIL. Includes a section for SALES ITEMS with 1 CAHERS1.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)
Customer Signature Date Name Printed Delivered By Date



PC#: 1332
1741 E COLON ST
WILMINGTON, CA 90744 2210
310-835-3161

SUNBELT RENTALS, INC.

Salesman: 133201 DEUEL, DENISSE (1332)
Typed By: DDEUEL

Job Site:

CITY OF LOMITA WATER DISTRICT
26255 APPIAN WAY
LOMITA, CA 90717

C#: 214-514-6556 J#: 214-415-6556

QUOTE



Contract #.. 140342036
Contract dt. 6/02/23
Date out.... 6/05/23 8:00 AM
Est return.. 11/20/23 8:00 AM
Job Loc..... CITY OF LOMITA WAT;26255 APPIAN
Job No.....
P.O. #.....
Ordered By.. HITE, LENZI
NET DUE UPON RECEIPT

Customer: PC 1332
HITE, LENZI
15865 SOLEDAD CANYON RD #210
AEPC GROUP
SANTA CLARITA, CA 913451

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes SALES ITEMS, DELIVERY CHARGE, PICKUP CHARGE, STAND-BY EQUIPMENT W/SIX MONTH COMMITMENT, and Sub-total, Tax, Total.

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment and rentals. "Incident" is any fire, oil spill, theft, accident, casualty loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with four meters. "Ordinary Wear and Tear" means normal deterioration exceeding reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. "Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer shall access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (i) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or Sunbelt's agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY, DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) **NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

8) **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.** All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage). In the same amount set forth in subsections (a) and (b), if the Equipment is to be used on any roadway, such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payable, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or parts of Equipment for which Customer has not paid. **THE RPP DOES NOT RELIEVE CUSTOMER OF THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for: (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee (if required); (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfees) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received. Less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of the Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES', OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20) **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER.** AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacy-policy.

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all other, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing as 18 or the legal age or older, is of legal age, and is duly authorized to execute and deliver this Contract, and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.



Standby 200 kW
 Prime 182 kW
 60 Hz
 U.S. EPA Tier 4 Final

Image shown may not reflect actual configuration

Specifications

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Speed rpm
480V 60 Hz Rating				
60 Hz	480/277V	200 (250)	182 (228)	1800
	208/120V	200 (250)	182 (228)	1800
	240/120V	150 (150)	136 (136)	1800
600V 60 Hz Rating (Optional)				
60 Hz	600V/347V	200 (250)	182 (228)	1800
	480V/277V	200 (250)	182 (228)	1800
	208/120V	TBD	163 (204)	1800
	240/120V	TBD	120 (120)	1800

Cat® C7.1 ACERT™ Diesel Engine	Metric	Imperial (English)
Configuration	Inline 6, 4-Stroke Diesel	
Bore	105 mm	4.13 in
Stroke	135 mm	5.3 in
Displacement	7.01 L	427.7 in ³
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	16.5:1	
Engine rpm	1800	
Governor Type	Electronic	

Features & Benefits

Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings
- Requires Ultra Low Sulfur Diesel (ULSD) fuel

Quality

- Factory designed and production tested to assure customer satisfaction
- Manufactured in ISO 9001:2000 certified facility

Cat C7.1 ACERT Diesel Engine

- Four-stroke diesel engine with ACERT offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate for fast response, high power, and increased torque
- Low ownership costs enabled by multi-vee belts and service-free hydraulic tappets
- Oil and fuel filter change intervals: 500 hrs

Aftertreatment / Clean Emissions Equipment

- Package-mounted Aftertreatment module consists Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF), and Selective Catalytic Reduction (SCR)
- Passive regeneration is transparent to operator
- No requirement for ash servicing
- Service free for life of the engine
- DEF tank provides > 24 hrs run time
- Electrically heated DEF lines

Cat LC Series Generator

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation

Cat EMCP 4.2B Control Panel

- Electronic control panel provides power metering, protective relaying, engine and generator parameter viewing, and expanded AC metering
- Graphical display (3.8 in.) denotes text alarm/ event descriptions, set points, engine and generator monitoring, and is visible in all lighting conditions
- Simple, user-friendly interface and navigation
- Automatic set-point adjustment integrated with voltage and frequency selection
- Integrates with the Cat Integrated Voltage Regulator (IVR) to provide precise control, excellent black loading, and constant voltage.
- PLC Functionality
- Load histogram (real power) – monitors utilization by tracking the amount of time generator %kW is within predefined ranges
- Enhanced overcurrent protection – generator thermal damage curve

Standard Controls and Power Distribution

- Three-position switch for easy selection of desired output voltage (480/277V 3-phase, 208/120V 3-phase, or 240/120V 1-phase)
- Controls, sockets, and power distribution all accessible via rear access door
- Hinged door over main buss bars with safety switch to trip breaker

Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 72 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanealed sheet steel body panels for improved corrosion resistance.
- Coolant and oil drains piped to exterior of enclosure along with auxiliary fuel connections are all conveniently located on one side of the enclosure for easy access.

Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601, and UN31A (Transport Canada)

Rental-Ready Design Features

- 110% spill containment of all engine fluids
- Battery Charger
- Generator Anti-condensation Heater
- Engine Block Heater
- Provides 43°C ambient capability @ full rating

Asset Monitoring and Management

- Cat Connect hardware provides remote equipment monitoring via cellular network
- Provides operational status, alarms, and engine and generator set parameters
- Flexible and customer-configurable user website
- GPS provides asset location and geo-fencing

Options

- Battery Charger (10A, NFPA Complaint)
- Trailer (Electric or Hydraulic Brakes)
- Paralleling Package with EMCP 4.4
- 600 V Generator
- 208V 3-phase NEMA Sockets
- Camlock Distribution System
- Retail Version (with or without enclosure)

Standard Equipment

Engine

- Cat C7.1, heavy-duty, diesel engine meets U.S. EPA Tier 4 Final emissions standards
- CEM mounted off engine
- Block heater, 110-120 VAC, 1000 Watt
- Requires Ultra Low Sulfur Diesel (ULSD) fuel
- Engine electrical system:
 - 24V, DC electrical system
 - 115A, DC charging alternator
 - Electronic governor and engine controls
 - Oil pressure, coolant temperature, and coolant level shutdown sensors
- Engine filtration system:
 - Cartridge-type air filter with service indicator
 - Cartridge-type fuel filter with upstream pre- filter and water separator
 - Spin-on, full-flow lube oil filter; requires API CJ-4 lube oil

Generator and Voltage Regulation

- Screen protected and drip-proof (IP23), self-regulating, 12-lead, 4-pole, brushless generator
- Sealed-for-life bearing
- PMG Excitation
- Voltage selection switch mounted to generator terminal box. 3-position with 480V generator and 4-position with 600V generator.
- Anti-condensation, space heater, 250-Watt, 110-120 VAC
- Insulation system:
 - Class H insulation system
 - Windings impregnated in a thermo-setting moisture-, oil-, and acid-resisting varnish
 - Heavy coat of anti-tracking varnish for additional protection against moisture or condensation
- IVR:
 - EMCP provides voltage regulation
 - Improved transient response performance capability using patented Transient Load Relief (TRL) feature

Generator Set Packaging

- Base frame with integral double-wall fuel tank and leak detection switch:
 - Heavy-duty, fabricated steel base frame with specially-designed lifting points
 - Integral containment tray atop base frame
- Canopy:
 - Sound attenuated to 72 dBA at 7m (23 ft)
 - Two doors on each side, two rear doors for power distribution and control panel access
- Cooling system:
 - Cooling system provides 43°C (109°F) ambient capability at 500 m (1,640 ft) above sea level
- Electrical system:
 - 24V, DC electrical system
 - 2x 850 CCA, maintenance-free, wet batteries
 - Battery disconnect switch, lockable
 - Solar battery charger with solar array
 - Resettable, switch-style circuit breakers (DC circuit)
 - Battery charger 24V (10A for two isolated batteries; 5A for two batteries linked in series) constant voltage, UL Listed
- Engine and generator mounting:
 - Engine and generator directly coupled by SAE flange
 - Engine flywheel flexibly coupled to the generator rotor, with full torsional analysis completed to ensure no harmful vibration will occur in the assembly
 - Anti-vibration pads between engine/generator feet and base frame
- Fuel system:
 - 24 hour runtime @ 75% prime load
 - 2-position valves and external ports (3/4-16 JIC) allow connection of an auxiliary fuel source
- CSA 22.2 Certified

Standard Equipment (continued)

Generator Controls and Power Distribution

- EMCP 4.2B, digital generator set controller, mounted behind a hinged, lockable door with viewing window
- Manually-operated Circuit breaker: 3-pole molded case breaker, 800A, UL Listed and CSA with shunt trip and LSIG trip unit
- Safety switch on lower access door – trips breaker if door is opened
- Two-wire, remote start-stop terminals
- Customer auxiliary power connections:
 - Three – 250V, 50A California-style, twist lock receptacles
 - Two – 120V, 20A duplex receptacles with GFCI*
 - Each receptacle protected by a miniature circuit breaker, which also acts as an on/off switch
- Main customer connections:
 - Tin-plated copper bus bars with phase separators, located behind a protective door with shunt trip switch
 - Bus bars sized for full load capacity of generator set at 0.8 power factor
- Cat Connect telematics including roof mounted antenna for cellular and GPS

Quality and Product Support

- Factory load-testing of complete generator set
- Factory test certificate available upon request
- Equipment meets the following standards: BS 4999, BS 5000, BS 5514, IEC 60034, EN 61000-6, NEMA MG 1-22 & CSA
- Full set of operation and maintenance manuals

* Voltage at receptacle is 120V when switch is in 240/120 and 208 positions, and 139V in 480V position

** All receptacles are switched off when voltage selector switch is in 600V position.

‡ Available in 2019

Optional Equipment

- Paralleling Controls
 - EMCP 4.4 paralleling controller
 - Electrically operated circuit breaker with undervoltage trip and LSIG trip unit
 - MGDL (Ethernet comms) for paralleling interconnect with other units
- NEMA receptacles (2) 208V, 30A
- NFPA 110 complaint battery charger 10A
- Camlock distribution system ‡
- 600V Generator with 4-position voltage selector switch** ‡



Technical Data

Cat Generator		
Frame size	LC5034H	
Pitch	2/3	
No. of poles	4	
Insulation	Class H	
Enclosure	Drip proof IP23	
Voltage regulator	3-phase sensing with volts-per-hertz	
Frequency regulation	0.5% at steady state from no load to full load	
Wave form deviation	THD <2%	
Overspeed limit	2250 rpm	
Available Voltages	Standard	Switchable voltage output: 480/277V, 3-phase; 208/120V, 3-phase; 240/120V, single-phase
	Optional	Switchable voltage output: 600/349V, 3-phase; 480/277V, 3-phase; 208/120V, 3-phase; 240/120V, single-phase

Cat Generator Set – 1800 rpm/60 Hz		
	Units	Prime
Power Rating	kW (kVA)	182 (227.5)
Performance Number	P4350C	
Performance Specification		
Lubricating System Capacity oil	L (gal)	16 (4.3)
Fuel System Fuel consumption***		
100% Load	L/hr (gal/hr)	56 (14.7)
75% Load	L/hr (gal/hr)	41 (10.8)
50% Load	L/hr (gal/hr)	28 (7.4)
Fuel tank capacity	L (gal)	992 (262)
Fuel Run Time @ 75% Prime Load	Hours	>24
DEF System DEF consumption		
100% Load	L/hr (gal/hr)	1.42 (0.38)
75% Load	L/hr (gal/hr)	1.11 (0.29)
50% Load	L/hr (gal/hr)	0.68 (0.18)
DEF tank capacity	L (gal)	46 (12.2)
DEF Run Time @ All Power Settings	Hours	>24
Cooling System Radiator system capacity including engine Heat rejected to coolant at rated power	L (U.S. gal) kW (Btu/min)	38.7 (10.2) 135 (7660)



Technical Data (continued)

Cat Generator Set – 1800 rpm/60 Hz		
	Units	Prime
Air Requirements @ 1800 rpm, 100% load		
Combustion air flow	m ³ /min (cfm)	14 (494)
Maximum dirty air cleaner restriction	kPa (inches H ₂ O)	6.23 (25)
Noise Rating*** with enclosure at 7 meters (23 feet)	dB(A)	72

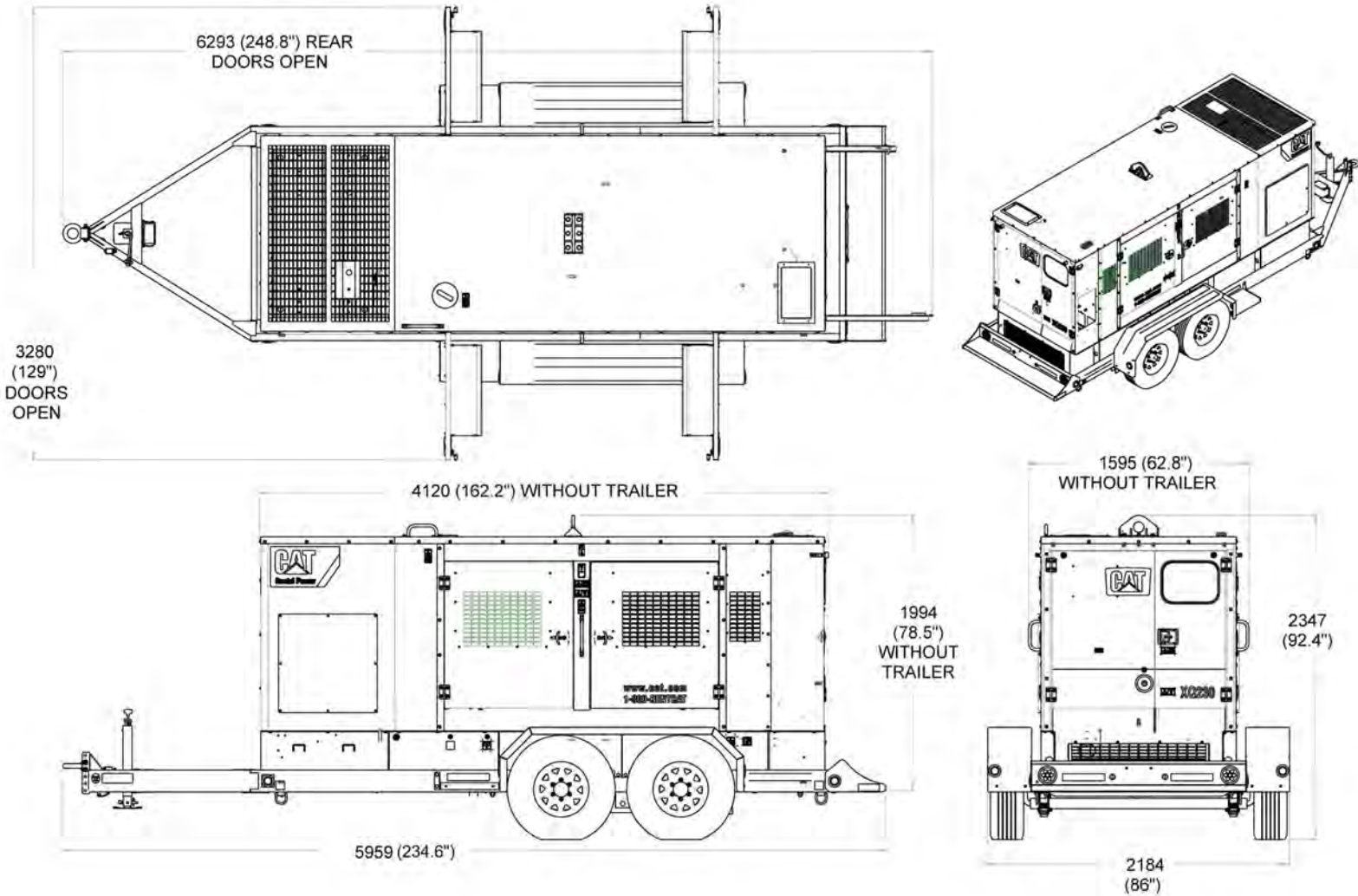
***Package fuel consumption and sound levels are for reference only.

Dimensions and Weights					
Model	Length mm (in)	Width mm (in)	Height mm (in)	With Lube Oil & Coolant Kg (lb)	With Fuel, Lube Oil & Coolant Kg (lb)
XQ230	4,120 (162.2)	1,595 (62.8)	1,994 (78.5)	3,828 (8,432)	4,720 (10,405)
XQ230 with trailer (electric brakes)	5,959 (234.6)	2,184 (86)	2,347 (92.4)	4,501 (9,902)	5,386 (11,875)
XQ230 with trailer (hydraulic brakes)	5,959 (234.6)	2,184 (86)	2,347 (92.4)	4,510 (9,922)	5,395 (11,895)

General Layout Dimensions

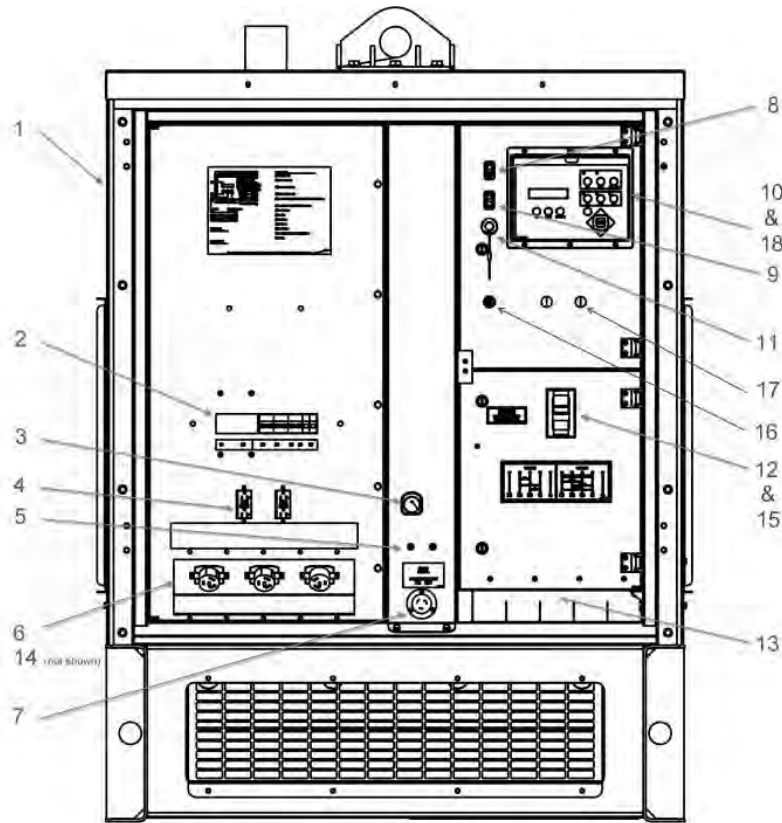
Dimensions in millimeters (inches).

Shown with optional trailer.



Control Panel and Power Distribution Layout

Item	Description
1	Steel enclosure with hinged, lockable door (not shown)
2	Circuit breakers for receptacles
3	Emergency stop
4	Single-phase GFCI duplex receptacles (20A @ 120V)
5	Two-wire remote start terminals
6	Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position
7	Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater
8	HEST and DFP Lamp
9	Glow plug lamp
10	EMCP 4.2B digital generator set controller
11	Cat ET service tool connector
12	Manually operated circuit breaker, 3 pole, molded case, LSIG, 800A
13	Main bus connection (bus bars attached to breaker) behind door
14	3-phase NEMA locking receptacles, 208V (optional)
15	Electrically operated circuit breaker, 3 pole, molded case, LSIG, 800A (provided with paralleling option)
16	Alarm horn
17	Circuit breaker open and close pushbuttons (provided with paralleling option)
18	EMCP 4.4 digital generator set controller (provided with paralleling option)



Ratings Definitions and Conditions

Meets or Exceeds International Specifications: AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

Prime — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambients shown indicate ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

Standby — Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Cat representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

www.Cat.com/rentalpower

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Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication.

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Rental Quote

Quote E29081

3500 SHEPHERD STREET, CITY OF INDUSTRY, CA 90601
 QPS CITY OF INDUSTRY Ph: 562-463-6040 Fax: 562-463-7159

Date Out: **07/10/2023 Mon 08:00 AM**
 Est. Date In: **12/25/2023 Mon 08:00 AM**
 Delivery Date: **07/10/2023 Mon 08:00 AM**

Jobsite: **STANDBY PUMP**
 Contact: **LENZI HITE**
 Phone: **(949) 224-1599**
26255 APPIAN WAY
LOMITA, CA 90717

Bill to: Customer: **Cash-031813K**
AEPC GROUP
15865 SOLEDAD CANYON RD., #210
SANTA CLARITA, CA, 91351

Written By: **Kaelen McCrane**
 Sales Rep: **KAELEN MCCRANE**
 PO #: **QUOTE**

Signed By:
 Order By: **LENZI HITE**
 Deliv Notes: **FREIGHT ESTIMATED - \$150/HR PORTAL TO PORTAL**

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
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Deliv Notes: **FREIGHT ESTIMATED - \$150/HR PORTAL TO PORTAL**

Rental Items

ALL RENTAL ITEMS ARE TAXABLE LINE ITEMS WITH (T) ARE TAXABLE					
1.	511-0200 200KW GENERATOR 277/480V SINGLE SHIFT RATE (1-40HRS/WK) INCLUDE 50' REMOTE START AND BATTERY CHARGER CABLE	\$505	\$1,520	\$4,560	27,360.00
15	ID:CABLE 50' SERIAL:CABLE 50' MODEL:CABLE CABLE 4/0 50' 1 X 50' RUN 1 X 100' RUN	\$25	\$25	\$75	6,750.00
10.	ID:TAIL4/OF SERIAL:TAIL4/OF MODEL:TAIL 4/ 4/0 FEMALE TAIL LUGGED GENERATOR BUS CONNECTIONS 2 SETS	\$3	\$5	\$10	600.00
10.	ID:TAIL4/OM SERIAL:TAIL4/OM MODEL:TAIL 4/ 4/0 MALE TAIL LOAD SIDE TERMS - CUSTOMER TO SPECIFY LUGGED OR BARE END 2 SETS	\$3	\$5	\$10	600.00

 RENTAL UNIT IS ON RENT UNTIL A CALL



Rental Quote

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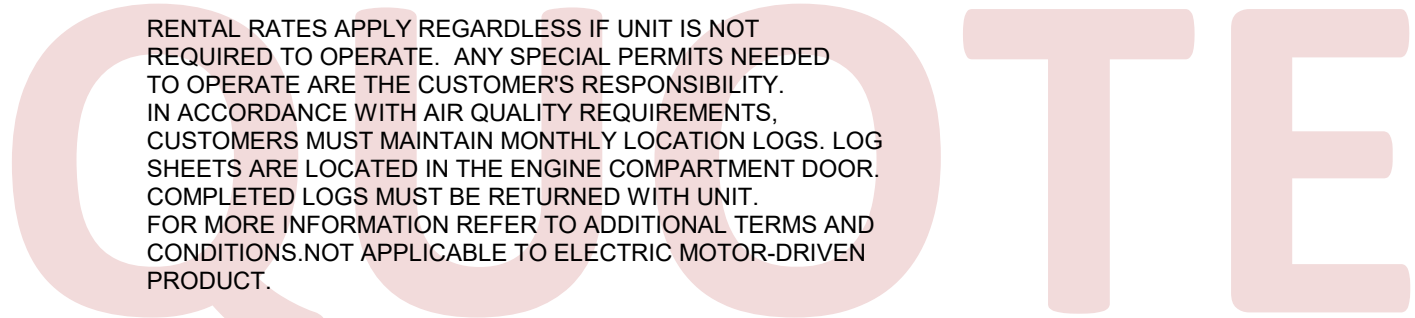
Rental Items

OFF NUMBER IS CREATED.

 RATES BASED ON SINGLE SHIFT:
 8 HOUR DAY / 40 HOUR WEEK / 160 HOUR MONTH
 DOUBLE SHIFT = 1.5 X SINGLE SHIFT RATE
 TRIPLE SHIFT = 2 X SINGLE SHIFT RATE

RENTAL RATES APPLY REGARDLESS IF UNIT IS NOT
 REQUIRED TO OPERATE. ANY SPECIAL PERMITS NEEDED
 TO OPERATE ARE THE CUSTOMER'S RESPONSIBILITY.
 IN ACCORDANCE WITH AIR QUALITY REQUIREMENTS,
 CUSTOMERS MUST MAINTAIN MONTHLY LOCATION LOGS. LOG
 SHEETS ARE LOCATED IN THE ENGINE COMPARTMENT DOOR.
 COMPLETED LOGS MUST BE RETURNED WITH UNIT.
 FOR MORE INFORMATION REFER TO ADDITIONAL TERMS AND
 CONDITIONS. NOT APPLICABLE TO ELECTRIC MOTOR-DRIVEN
 PRODUCT.

UNIT TO BE SERVICED EVERY 250 HOURS ON 800KW
 AND SMALLER. CUSTOMER RESPONSIBILITY
 UNIT TO BE SERVICED EVERY 500 HOURS ON 1000KW
 AND LARGER. CUSTOMER RESPONSIBILITY





Rental Quote

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Deliv Notes: **FREIGHT ESTIMATED - \$150/HR PORTAL TO PORTAL**

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----------------	-----	------	-------	--------

Rental Items

- 0 - 160 HRS SINGLE SHIFT
- 160 - 320 HRS DOUBLE SHIFT
- 320 + HRS TRIPLE SHIFT

Miscellaneous Items

0	250HR PM SVC - NRML BUS HRS		1,150.00 each	.00
1	ESTIMATED CABLE & CONNECTION		1,800.00 each	1,800.00
1	ESTIMATED DISCONNECTS & DEMOB		1,800.00 each	1,800.00
1	ENV REC FEE 2(T)		2.00 %	706.20
1	TRANSPORT DEL(T)		350.00 each	350.00
1	TRANSPORT RETURN		350.00 each	350.00
1	FIRE,THEFT & VANDALISM		14.00 %	4,943.40
State 7.25% County 2.25% Total Tax: 9.5%				3,454.79

Total:

48,714.39

AGREEMENT AND ACKNOWLEDGEMENT

CARB REGULATIONS When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", including any specific requirements an agricultural source may have in registering the Equipment with the local air district, and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement and the Additional Terms and Conditions attached hereto, including, without limitation, the licensing and inspection requirements and disclaimers set forth in Section 28 of such Additional Terms and Conditions. Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes.

AN ADDITIONAL 14% FEE WILL APPEAR ON FINAL INVOICE UNLESS FIRE, THEFT, VANDALISM WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE

() REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: _____ DATE: _____
(Signature) (Printed Name) (Title)

DATE OUT: _____ HRS OUT: _____ DATE IN: _____ HRS IN: _____ RETURNED BY: _____

IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: June 20, 2023

SUBJECT: Consideration of a Lease Agreement with the Roman Catholic Archdiocese of Los Angeles for 150 Acre-Feet of Unused FY 2022-2023 Groundwater Pumping Rights

RECOMMENDATION

Approve a lease agreement with the Roman Catholic Archdiocese of Los Angeles for 150 acre-feet of unused FY 2022-2023 groundwater pumping rights at a price of \$100.00 per acre-foot for a total of \$15,000; and authorize the City Manager to execute the agreement.

BACKGROUND

As in previous years, staff sought entities to lease groundwater pumping rights from the City of Lomita. The City had previously executed an agreement with the Roman Catholic Archdiocese of Los Angeles in May 2022, granting them 200 acre-feet of groundwater pumping rights.

The City's annual adjudicated groundwater pumping rights are 1,352 acre-feet. Additionally, the City currently has 1,102 acre-feet of unused water pumping rights that were carried over from FY 2021-22.

There has been 0.00 acre-feet of groundwater pumped to date this fiscal year. Although the Cypress Water Production Facility (CWPF) and Well #5 are currently off-line, construction of the upgraded treatment system is nearing completion and operational testing of the well and treatment system will begin soon. Pump testing from Well #5 may occur this month to prepare for start-up of the upgraded treatment system at the CWPF, with up to 1 acre-foot of water. Therefore, an estimated 2,428 acre-feet of water rights for lease.

As such, there are sufficient unused pumping rights available to lease the requested 25 acre-feet to the Hillside Memorial Park. The table below shows a summary of the City's available and used water pumping rights.

Annual Water Rights	1,352 Acre-Feet
Carryover from FY 2021-22	1,102 Acre-Feet
Total Water Rights (FY 2022-2023)	2,454 Acre-Feet
Total Pumped (July-April)	0.00
Estimated Pumping (May-June)	1.00
Previously leased	25.00
Balance Available for Lease	2,428 Acre-Feet

Staff recommends that the proposal be accepted, and a lease agreement be executed for the lease of 150 acre-feet at the price of \$100 per acre-foot. The agreement is contingent on receipt of payment from the Roman Catholic Archdiocese of Los Angeles and approval of the lease agreement by the West Coast Basin Water Rights Panel.

FISCAL IMPACT

The City will receive \$15,000.00 by executing the attached lease agreement with the Roman Catholic Archdiocese of Los Angeles. This revenue was not budgeted.

OPTIONS:

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

ATTACHMENT:

1. Lease Agreement

Reviewed by:

Gary Sugano

 Gary Sugano
 Assistant City Manager

Approved by:

Ryan Smoot

 Ryan Smoot
 City Manager

Prepared by:

Carla Dillon

 Carla Dillon, P.E.
 Director of Public Works

**WATER RIGHT LICENSE AND AGREEMENT
(West Coast Basin)**

For a valuable consideration, **CITY OF LOMITA** (Licensor) hereby grants to **ROMAN CATHOLIC ARCHDIOCESE OF LOS ANGELES** (Licensee): a license to extract 150 acre-feet of Licensor's Adjudicated Right allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated August 18, 1961, and entered in Los Angeles Superior Court Case No. 506806 entitled "California Water Service Company, et al. vs. City of Compton, et al. " during the period commencing July 1, 2022, and continuing to and including June 30, 2023.

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.
2. Licensee shall pay to the Licensor a fee in the sum of \$100.00/acre foot pumped. Further, Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (WRD).
3. Licensee shall notify the WRD that said pumping was done pursuant to this license and provide the WRD with a copy of this signed document.
4. Licensee shall note, in any recording of water production for the period of agreement, that said pumping was done pursuant to this license.
5. Licensee's Adjudicated Right shall, with flex (shall, with flex) (shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part V in said Judgment.

CITY OF LOMITA warrants that it has 150 acre-feet of Adjudicated Right and that it has not pumped and will not pump or permit or license any other person to pump any part of said 150 acre-feet during the period of July 1, 2022, through June 30, 2023.

[Signatures on following page]

This lease may be signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated: _____

City of Lomita

Signed By: _____

Title: Ryan Snoot, City Manager

Dated: _____

Roman Catholic Archdiocese of Los Angeles

Signed By: _____

Title: Manager

ATTEST:

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Juan Ibarra

MEETING DATE: June 20, 2023

SUBJECT: Consideration of an Amendment to the Professional Services Agreement with Westfield Electric, Inc. to Provide As-Needed Electrical Services

RECOMMENDATION

Authorize the City Manager to execute an amendment to the agreement with Westfield Electric, Inc. to provide professional as-needed electrical services.

BACKGROUND

The City has a current and ongoing agreement with Westfield Electric, Inc., a local professional electrical contractor, to provide as-needed electrical services based on a Request for Proposal issued by the City.

Recently, the City received a letter from Westfield Electric requesting an increase in their rates in order to keep pace with rising inflation and operating costs. Westfield Electric's rates have not increased since approval of their agreement in August 2021.

To account for inflation and ensure that Westfield continues to meet prevailing wage requirements, Westfield has requested a 10% increase in their rates followed by an annual increase beginning in the City's fiscal year 2024-2025 for the remainder of the agreement term. The annual increase will be based on the 12-month Consumer Price Index (CPI) newest available rate for the Los Angeles area provided by U.S. Bureau of Labor Statistics for the respective year. If the CPI shows a negative percentage, there will be no increase for that specific year. Below are the current rates and the new proposed rates for Westfield Electric (Electrician & Electrician Apprentice).

Electrician Hourly Rates

PERFORMANCE PERIOD	CURRENT HOURLY RATE	PROPOSED HOURLY RATES
Straight Time	\$100.00	\$110.00
Overtime Daily (Mon – Fri)	\$150.00	\$165.00
Overtime Saturday	\$150.00	\$165.00
Overtime Sunday and Holiday	\$200.00	\$220.00
24/ 7 Emergency Response Premium 2-hour response time required	\$200.00	\$220.00

Electrician Apprentice Hourly Rates

PERFORMANCE PERIOD	CURRENT HOURLY RATE	PROPOSED HOURLY RATES
Straight Time	\$90.00	\$99.00
Overtime Daily (Mon – Fri)	\$135.00	\$148.50
Overtime Saturday	\$135.00	\$148.50
Overtime Sunday and Holiday	\$180.00	\$198.00
24/7 Emergency Response Premium 2-hour response time required	\$180.00	\$198.00

Westfield Electric’s existing agreement is set to expire on August 17, 2026. However, the City has two one-year renewal options if both parties wish to extend the agreement. If the proposed rates are approved all other terms and conditions of the revised agreement approved by the City Council on August 17, 2021 will remain the same.

If approved, the rates structure discussed above will be in effect until July 1st, 2024.

the City generally spends between \$20,000 and \$ 30,000 annually on these services if no special projects are scheduled. Based on this adjusted rate structure, and anticipated projects staff is also recommending a corresponding increase to the annual not-to-exceed amount included in the agreement from \$25,000 to \$30,000 annually to provide sufficient funding for annual projects.

ALTERNATIVES TO STAFF RECOMMENDATION:

1. Do not authorize amendment to the Agreement.
2. Provide staff further direction.

FISCAL IMPACT

Actual impacts of the agreement are dependent on services provided. The Amendment increases the annual not-to-exceed amount from \$25,000 to \$30,000.

ATTACHMENT

1. Copy of Professional Service Agreement with Westfield Electric, Inc.
2. Westfield Electric, Inc Professional Service Agreement Amendment.
3. Westfield Electric Letter Request to increase rates.

Reviewed by:



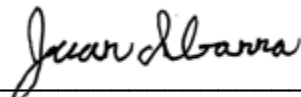
Gary Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Juan Ibarra
Administrative Analyst



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND WESTFIELD ELECTRIC, INC.**

This AGREEMENT for As-Needed Electric Services is entered into this 17th day of August 2021, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Westfield Electric, 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 As-Needed Electric Services.
- 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 \$25,000 annually, 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 Morgan Metcalfe. 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 August 17, 2026, 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. **PREVAILING WAGE.**
 - 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 subconsultants 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. CONSULTANT 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 subconsultant and of persons either directly or indirectly employed by its subconsultant, 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.

13. 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.

14. 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.

- 15. 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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **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>Westfield Electric, Inc.</u> <u>2018 Lomita Blvd. Ste. 6</u> <u>Lomita, CA 90717</u>
<u>ATTN: City Manager</u>	<u>ATTN: Morgan Metcalfe</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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.

31. **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.
32. **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.
33. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
34. **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.
35. **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.
36. **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 RS

CONSULTANT Initials MM

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

CITY OF LOMITA

CONSULTANT

Ryan Smoot
Ryan Smoot, City Manager

By: Myra M...
Title

ATTEST:

Kathleen Horn Gregory
Kathleen Horn Gregory, City Clerk

83-2628464
Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin
Trevor Rusin, City Attorney



Exhibit A – Scope of Work

Contractor shall provide all necessary electrical services as need by the City including, but not limited to:

- Service for interior/ exterior lighting replace lamps and ballasts as needed
- Upgrade electrical at existing circuit breaker equipment in all main panels and sub panels
- Troubleshoot short circuits in existing power and lighting locations where short circuits may exist
- Upgrade lighting to high efficiency type light fixtures (LED)
- Install additional/new network data and communication outlets/jacks
- Punch down and terminate cat5/6 cables at server/outlet locations
- Trace existing low voltage sprinkler lines with wire and valve locator tool for buried in ground and in planter areas and repair
- Install new lighting and power for beautification projects
- Upgrade main electrical services and communicate with Southern California Edison on customers behalf
- Install new plugs and lights in offices as needed
- Properly run network cabling at desk locations via custom cabinet/desk holes made as needed
- Install internet routers and equipment for Hardwire and WIFI systems
- Able to test internet cables and data lines for proper use
- Install battery backup systems for small to large pieces of equipment if need. For instance, the fountain at city hall has a battery backup for pumps
- Create safe working environment for all electrical areas and playgrounds where you will be notified if something needs to be addressed
- Irrigation low voltage troubleshooting, repairs, new install, and upgrades
- Other related work as needed

WESTFIELD ELECTRIC, INC.
COST PROPOSAL FORM
EXHIBIT C

1.COMPENSATION SCHEDULE

COMPENSATION SCHEDULE

Hourly Rate shown in the compensation schedule shall reflect the rate charged. Mark-Up shall include trade related tools, trade related equipment, transportation, relevant expenses, overhead, taxes and profit, to perform work, which may be involved in the contract (mark-up does not include materials - see item 1.K.) Any proposal without a completed compensation schedule will be rejected as non-responsive.

Note: Hourly Rate + Mark-Up % x Number of Hours = Total Price

1.A. ELECTRICIAN

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	\$100.00	0	500	\$50,000.00
Overtime Daily (Mon-Fri)	\$150.00	0	10	\$1,500.00
Overtime Saturday	\$150.00	0	10	\$1,500.00
Overtime Sunday and Holiday	\$200.00	0	10	\$2,000.00
24/7 Emergency Response Premium 2-hour response time required	\$200.00	0	10	\$2,000.00
1.A. Sub-Total				
				\$57,000.00

1.B. ELECTRICIAN APPRENTICE

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	\$90.00	0	500	\$45,000.00
Overtime Daily (Mon-Fri)	\$135.00	0	10	\$1,350.00
Overtime Saturday	\$135.00	0	10	\$1,350.00
Overtime Sunday and Holiday	\$180.00	0	10	\$1,800.00
24/7 Emergency Response Premium 2-hour response time required	\$180.00	0	10	\$1,800.00
1.A. Sub-Total				
				\$51,300.00

1.C. TOTAL PROPOSAL PRICE FOR HOURLY RATE AND MARK-UP for the cost of labor, equipment, parts, implements and supplies necessary to complete the project, as based on the City Representative's estimate of quantities of work to be done (summation of preceding subtotals of Items 1.A. and 1.B. inclusive):

TOTAL AMOUNT OF PROPOSAL IN FIGURES: \$ 108,300

TOTAL AMOUNT OF PROPOSAL IN WORDS:

Westfield Electrics rate of service for an electrician is \$100.00 per hour, OT (Mon-Fri) rate of service is \$150.00, Overtime Saturday rate of service is \$200.00, Overtime Sunday and Holiday rate of service is \$200.00 per hour and for 24/7 Emergency response rate of service is \$200.00 per hour. The total of these rates per the number of hours listed is a sub-total in the amount of \$57,000.00 as mentioned in table 1.A.


Westfield Electrics rate of service for an apprentice electrician is \$90.00 per hour, OT (Mon-Fri) rate of service is \$135.00, Overtime Saturday rate of service is \$135.00, Overtime Sunday and Holiday rate of service is \$180.00 per hour and for 24/7 Emergency response rate of service is \$180.00 per hour. The total of these rates per the number of hours listed is a sub-total in the amount of \$51,300.00 as mentioned in table 1.B.

In case of a discrepancy between words and figures, the words shall prevail. If the amounts proposed on individual items (if called for) do not in fact add up to the total amount shown by the Bidder, the correctly added total of the individual items shall prevail over the total figure shown by the Bidder if there is a discrepancy between these figures.

1.D. PERCENTAGE MARK-UP ON MATERIALS: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Materials (shall not exceed 10%):	10	%
--	----	---

All requests for payment will require copies of the receipts for all purchased materials. Should the City deem necessary the vendor may be required to provide more than one quote for the purchase of material.

Contractors Signature:  Date: Aug 11, 2021

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF LOMITA AND WESTFIELD ELECTRIC, INC FOR
PROFESSIONAL SERVICES FOR AS-NEEDED ELECTRIC SERVICES**

This First Amendment to the Agreement 2021-13 between the City of Lomita (“City”) and Westfield Electric, INC (“Consultant”) for Professional Services for As-Needed Electric Services is made and entered into this 20th day of June 2023.

WHEREAS, the City and Consultant are parties to an Agreement for professional services for the above referenced projects dated August 17, 2021, (“the Agreement”); and

WHEREAS, the City and Consultant desire to amend the Agreement to adjust the cost for services by increasing the rates by 10% followed by an annual increase beginning in the City’s fiscal year 2024-2025 for the remainder of the Agreement based on the 12-month Consumer Price Index (CPI) newest available rate for the Los Angeles area provided by the U.S. Bureau of Labor Statistics for the respective year.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained therein, City and Consultant hereby agree as follows:

1. Section 1, paragraph C of the Agreement is amended to read:

“As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$30,000 annually, for CONSULTANT’s services, unless otherwise specified by written amendment to this agreement.”
2. Exhibit “C” of the Agreement (Compensation Schedule) is hereby replaced with the attached Exhibit “A.” The rates in Exhibit A will apply to the Agreement as of the effective date of this amendment.
3. **No other changes**. All terms, conditions, and other provisions of the Agreement, including all Exhibits thereto, not affected by this first Amendment shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 20th day of June 2023, at Lomita, California.

WESTFIELD ELECTRIC, INC.

CITY OF LOMITA

By _____
Morgan Metcalfe

By _____
Ryan Smoot
City Manager

Approved as to Form:

Attest:

Trevor Rusin, City Attorney

Kathleen Gregory, MMC, City Clerk

DRAFT

EXHIBIT A

Amended Cost Proposal / Pricing Information

Electrician Hourly Rates

PERFORMANCE PERIOD	Hourly Rate
Straight Time	\$110.00
Overtime Daily (Mon – Fri)	\$165.00
Overtime Saturday	\$165.00
Overtime Sunday and Holiday	\$220.00
24/7 Emergency Response Premium 2-hour response time required	\$220.00

Electrician Apprentice Hourly Rates

PERFORMANCE PERIOD	Hourly Rate
Straight Time	\$99.00
Overtime Daily (Mon – Fri)	\$148.50
Overtime Saturday	\$148.50
Overtime Sunday and Holiday	\$198.00
24/7 Emergency Response Premium 2-hour response time required	\$198.00

Percentage Mark-Up for Materials (Shall not exceed 10%)

The rates mentioned above will be in effect until July 1st, 2024. On July 1st, 2024, the most current CPI rate provided by the Los Angeles Area will be adjusted to the rates mentioned above. Followed by respective annual CPI increases on July 1st 2025, and July 1st 2026. If the latest CPI rate is negative, there will be no increase in the rates.



To: City of Lomita
From: Morgan Metcalfe, Westfield Electric Inc.

To My Valued Customer,

After much deliberation, we at Westfield Electric Inc. have deemed it necessary to adjust our rates in order to keep pace with rising inflation and operating costs. Effective immediately I am requesting a rate raise bringing my hourly rate to \$110.00 an hour.

I am also requesting that annually, beginning your fiscal year in July 2024, I raise my hourly rate by the percentage based on the Los Angeles County Consumer Price Index (CPI) for the respective years remaining in our agreement. This was a tough decision to make, and I understand how it affects our customers. Therefore, I thank you for your ongoing support and trust that these changes will help us continue providing you with premium quality and service.

As always, I welcome any questions or comments.

Gratefully yours,

Morgan Metcalfe
Westfield Electric Inc.



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: June 20, 2023

SUBJECT: Consideration of Budget Amendment for the Los Angeles County Sheriff's Department Annual Contract

RECOMMENDATION

Authorize the City Manager to execute the Fiscal Year 2023-2024 Form 575 for the Los Angeles County Sheriff's Department and amend the Fiscal Year 2023-2024 Budget for an additional \$165,000 for a total of \$4,504,560.

BACKGROUND

In each of our community surveys regarding resident priorities, enhancing and maintaining the City's public safety efforts has consistently been one of the most recognized priorities identified. Recognizing this, as part of its annual goal setting for the 2021/22 year, the City Council established a goal to ***"Maintain and enhance public safety efforts, traffic enforcement, and community engagement"*** and discussed the ways of planning for Deputy turnover within the ranks of those serving the community, including our Core Deputy. As part of that discussion, and in addition to some of the other efforts already approved by the Council, the Council identified the addition of a deputy as one measure to provide for knowledge transfer between seasoned and newer deputies, as well as to provide for additional protection and enforcement throughout the community.

The City Council approved an additional Growth Deputy, which comes at a reduced rate for the first year and full rate for subsequent years. This year's allocations include this deputy at the full rate. The proposed budget allocation accounts for this full rate as well as the additional traffic and fireworks enforcement programs the City annually maintains. It also accounts for contract adjustment increases from the LASD contract Law Bureau and the Liability Trust Fund.

OPTIONS:

1. Approve the recommend action
2. Propose adjustments to the LASD allocations
3. Provide alternative direction.

FISCAL IMPACT

The increased amount needed to cover the cost of the contract for Fiscal Year 2023-2024 will be \$165,000.

ATTACHMENT

Service Level Authorization (SH-AD 575)

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

Explanation of options for page two blue box section

Routine City Helicopter Billing Agreement	YES <input type="checkbox"/>	NO <input type="checkbox"/>
License Detail - Business License & Renewal Applications	YES <input type="checkbox"/>	NO <input type="checkbox"/>
License Detail - Acts on Violations Observed within the City	YES <input type="checkbox"/>	NO <input type="checkbox"/>
S.T.A.R. Deputy Program	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Other Supplemental Services	YES <input type="checkbox"/>	NO <input type="checkbox"/>

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

Routine City Helicopter Billing Agreement

The Sheriff’s Department provides air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer;
2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that designated as inherently life-threatening:
 - Murder, kidnapping, robbery, attempted murder, assault with a deadly weapon, shooting at an inhabited dwelling, rape, person with a weapon, arson, fire, officer needs assistance, and foot or vehicle pursuits.

Requests for air unit support for types of calls other than those noted above will be charged per **minute** based on the prevailing hourly rate. Only actual minutes spent overhead on a routine call will be charged. A city will not be charged for air unit travel time to and from routine calls.

License Detail – Business License and Renewal Applications

Background investigations for any business where city municipal code requires a background checks.

- Business license revocations, renewals, and denials.
- Meet with businesses owners and employees, as needed.
- Follow up investigations for compliance with the municipal codes.
- Final result of investigation – Recommendation (Approval/Denial).
- Contact Major Crimes Bureau/ Licensing Detail at (562) 946-7051 for questions.

License Detail – Acts on Violations Observed within the City

- Citations

STAR Program

The STAR Program has been discontinued and is no longer available.

Other Supplemental Services

Supplemental services are those service requests made by a city that are outside the scope of the services provided for on the 575 service level authorization. Examples of supplemental overtime services include city parades, football games for schools, targeted suppression for specific crime trends (e.g. burglaries), 4th of July fireworks enforcement, street racing enforcement, and so on. Checking “Yes” to this option does not obligate the city to utilize any supplemental services. The city is only acknowledging the costs for supplemental services provided at an additional cost should the city decide to utilize them.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
 CONTRACT CITY LAW ENFORCEMENT SERVICES
 SERVICE LEVEL AUTHORIZATION (SH-AD 575)

CITY: Lomita

FISCAL YEAR: 2023-2024

EFFECTIVE DATE: 7/1/2023

DEPUTY SHERIFF SERVICE UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	40-Hour Unit	306	1.50	1.50	0.00	\$ 356,640.00	\$ 534,960.00	\$ 64,195.20	\$ 599,155.20	2,086	3,129	187,740	1.749
Deputy Sheriff	56-Hour Unit	307	5.25	5.25	0.00	\$ 499,296.00	\$ 2,621,304.00	\$ 314,556.48	\$ 2,935,860.48	2,920	15,330	919,800	8.568
Special Assignment Deputy	Non-Relief	278	1.00	0.00	1.00	\$ 324,218.00	\$ 324,218.00	\$ 38,906.16	\$ 363,124.16	1,789	1,789	107,340	1.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff, Bonus I	Non-Relief	305	0.75	0.75	0.00	\$ 348,030.00	\$ 261,022.50	\$ 31,322.70	\$ 292,345.20	1,789	1,342	80,505	0.750
					0.00				\$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Grant Special Assignment Deputy	Non-Relief	312	1.00	1.00	0.00	\$ 226,605.00	\$ 226,605.00	\$ 27,192.60	\$ 253,797.60	1,789	1,789	107,340	1.000
Growth Special Assignment Deputy	Non-Relief	204	0.00	1.00	-1.00	\$ 226,605.00	\$ -	\$ -	\$ -	1,789	0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

SUPPLEMENTAL POSITIONS													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

Estimated Cost for Service Units: \$ 3,968,109.50 Total Liability (12%): \$ 476,173.14 Estimated Subtotal: \$ 4,444,282.64
 Public Safety Equipment Cost (See page 3): \$ 10,000.00
Estimated Total Annual Cost: \$ 4,454,282.64

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

Michael A. White
UNIT COMMANDER NAME

[Signature]
SIGNATURE

6/6/23
DATE



Mina Cho
SERGEANT

5/30/2023
DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

CITY OFFICIAL NAME

SIGNATURE

DATE



SERGEANT

DATE



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL**

City: Lomita **Fiscal Year:** 2023-2024 **Effective Date:** 7/1/2023

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	1.00								1.00			1.00
40-Hour Unit	1.50					1.00	0.50					1.50
56-Hour Unit	5.25	1.25	2.00	2.00								5.25
70-Hour Unit	0.00											0.00
Motor (Non-Relief)	0.00											0.00
DEPUTY BONUS												
Non-Relief	0.75								0.75			0.75
40-Hour Unit	0.00											0.00
56-Hour Unit	0.00											0.00
70-Hour Unit	0.00											0.00
GROWTH DEPUTY												
Deputy	0.00											0.00
SAD	0.00											0.00
Bonus I	0.00											0.00
Motor (Non-Relief)	0.00											0.00
GRANT DEPUTY												
Deputy	0.00											0.00
SAD	1.00								1.00			1.00
Bonus I	0.00											0.00
Motor (Non-Relief)	0.00											0.00
Routine City Helicopter Billing Agreement									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
License Detail - Business License & Renewal Applications									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
License Detail - Acts on Violations Observed within the City									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
S.T.A.R. Deputy Program									YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
Other Supplemental Services									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

	Sworn						Total
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	
Hours	0	0	1,342	0	18,459	3,578	23,379
Minutes	0	0	80,505	0	1,107,540	214,680	1,402,725
Personnel	0.000	0.000	0.750	0.000	10.317	2.000	13.067

	Civilian			Total
	SSO	LET/CSA/CA/PCO	Clerical	
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

Initials

City Official: _____

Unit Commander:



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

ATTACHMENT A

CITY: Lomita FISCAL YEAR: 2023-2024

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
ALPR New Install 1st Year (5yr Program)	Year 1	680	2	\$ 5,000.00	\$ 10,000.00

Total Public Safety Equipment Cost: \$ 10,000.00

Initials

City Official: _____

Unit Commander: 

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 12.0%

DSSU Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 324,218	310
Deputy Sheriff	40-Hour Unit	\$ 356,640	306
Deputy Sheriff	56-Hour Unit	\$ 499,296	307
Deputy Sheriff	70-Hour Unit	\$ 624,120	308
Special Assignment Deputy	Non-Relief	\$ 324,218	278
Catalina Deputy	Non-Relief	\$ 295,847	324

DSSU Bonus I Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 348,030	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 382,833	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 535,966	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 669,957	303

Growth/Grant Deputy Rates			
Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 226,605	335
Growth Deputy Generalist	40-Hour Unit	\$ 264,221	573
Growth Deputy Generalist	56-Hour Unit	\$ 369,819	582
Growth Deputy Generalist	70-Hour Unit	\$ 462,274	583
Growth Special Assignment Deputy	Non-Relief	\$ 226,605	204
Growth Deputy Bonus I	Non-Relief	\$ 246,740	336
Growth Motor Deputy	Non-Relief	\$ 244,174	424
Grant Deputy Generalist	Non-Relief	\$ 226,605	386
Grant Special Assignment Deputy	Non-Relief	\$ 226,605	312
Grant Deputy Bonus I	Non-Relief	\$ 246,740	384
Grant Motor Deputy	Non-Relief	\$ 244,174	422

Supplemental Rates			
Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 448,565	321
Lieutenant	Non-Relief	\$ 354,112	342
Sergeant, Patrol	Non-Relief	\$ 377,917	631
Sergeant, Supplemental	Non-Relief	\$ 298,507	353
Motor Sergeant	Non-Relief	\$ 314,708	348
Watch Deputy	Non-Relief	\$ 242,476	354
Motor Deputy	Non-Relief	\$ 324,218	305A
Community Services Assistant (w/ veh)	Non-Relief	\$ 79,105	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 78,006	327
Crime Analyst	Non-Relief	\$ 162,211	329
Custody Assistant	Non-Relief	\$ 132,846	331
Forensic ID Specialist II	Non-Relief	\$ 200,989	356
Information Systems Analyst I	Non-Relief	\$ 176,380	332
Senior Information Systems Analyst	Non-Relief	\$ 230,769	334
Intermediate Clerk	Non-Relief	\$ 87,140	338
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 119,186	339
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 120,202	340
Operations Assistant I	Non-Relief	\$ 115,142	343
Operations Assistant II	Non-Relief	\$ 143,042	344
Operations Assistant III	Non-Relief	\$ 163,826	345
Secretary V	Non-Relief	\$ 124,601	346
Security Assistant	Non-Relief	\$ 65,982	362
Security Officer	Non-Relief	\$ 102,289	347
Station Clerk II	Non-Relief	\$ 108,540	351
Supervising Station Clerk	Non-Relief	\$ 131,222	352
Skynight Observer	Non-Relief	\$ 348,030	349

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates			
Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol - Ford Explorer PIU Hybrid AWD	2023-2024	\$ 105,841	378
B/W Tahoe 2WD	2023-2024	\$ 102,552	399
B/W Motorcycle	2023-2024	\$ 65,292	381
Solid Patrol Vehicle with Cage (SAO Sergeant/Detectives)	2023-2024	\$ 100,339	118A
Solid Patrol Vehicle without Cage (SAO Sergeant/Detectives)	2023-2024	\$ 98,168	118B
Ford Escape SUV Hybrid (White Fleet - CSA, SSO, LET)	2023-2024	\$ 65,951	203
Ford Explorer PIU Hybrid (Street Package - Executive)	2023-2024	\$ 80,689	201
Ford F-150 Police Responder BW	2023-2024	\$ 108,211	205
K-9 Vehicle (B/W Tahoe 2WD)	2023-2024	\$ 114,050	593

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance - CF-31	Year 1	\$ 8,785	198
MDC New Purchase, Data & Maintenance - GETAC V110	Year 1	\$ 8,389	164
MDC Data & Maintenance Only	Year 2+	\$ 1,685	595
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	680
ALPR System 2nd Year	Year 2	\$ 5,000	680A
ALPR System 3rd Year	Year 3	\$ 5,000	680B
ALPR System 4th Year	Year 4	\$ 4,650	680C
ALPR System 5th Year	Year 5	\$ 4,650	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: June 20, 2023

SUBJECT: Update and Discussion of the Cypress Water Production Facility

RECOMMENDATION:

Information only.

BACKGROUND:

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 in 2019, the design of the GAC system required the addition of two more GAC vessels to ensure complete removal of benzene at the flowrate through the GAC required by the State Division of Drinking Water (DDW).

In June 2020, the City Council approved an agreement with Hazen and Sawyer to support the construction phase of the project. In July 2020, an agreement with AKM Consulting Engineers was approved to serve as on-site construction managers, and in January 2021, the construction contract was awarded to RC Foster.

While the project is nearly complete, several elements of the construction and permitting have led to delays. At the request of the Council, City Staff and consultants will provide a presentation with the most up-to-date status on construction, commissioning, and permitting of the facility.

FISCAL IMPACT

None at this time

OPTIONS:

N/A

ATTACHMENT:

None

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director


TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: June 20, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

June 20, 2023	TOTAL WARRANTS ISSUED:	\$723,133.93
	Wires Transfers:	10885-10894
	Prepay:	530774-530778
	Check Numbers:	530779-530865

Total Pages of Register: 16

June 2, 2023	TOTAL PAYROLL ISSUED:	\$120,330.59
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 16 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 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7228 - #1 All Safe & Secure					
530779	06/20/2023	#1 All Safe & Secure	05-2023	Pre-Employee Live Scan	60.00
				Vendor 7228 - #1 All Safe & Secure Total:	60.00
Vendor: 7353 - ACE Whatever It Takes					
530780	06/20/2023	ACE Whatever It Takes	5898	Rotary Access Kit 180 Pieces	44.09
530780	06/20/2023	ACE Whatever It Takes	5903	Graffiti All Purpose Remover ...	13.21
530780	06/20/2023	ACE Whatever It Takes	5903	High Performance Impact Glo...	25.35
530780	06/20/2023	ACE Whatever It Takes	5903	Steel Rake Wood Handle	22.04
530780	06/20/2023	ACE Whatever It Takes	5904	5/16" X 3" Zinc-Plated Steel C...	48.50
530780	06/20/2023	ACE Whatever It Takes	5904	5/16" Zinc-Plated Steel USS H...	5.83
530780	06/20/2023	ACE Whatever It Takes	5910	LED Bulb Daylight 100 Watt 6-...	35.27
530780	06/20/2023	ACE Whatever It Takes	5915	Gloves Leather	57.31
530780	06/20/2023	ACE Whatever It Takes	5915	Impact Glove	25.34
530780	06/20/2023	ACE Whatever It Takes	5916	5/8" D X 4" L Zinc-Plated Iron ...	22.01
530780	06/20/2023	ACE Whatever It Takes	5916	Cable Tie 14" 100-Pk	33.05
530780	06/20/2023	ACE Whatever It Takes	5916	Cable Tie 36"	9.91
530780	06/20/2023	ACE Whatever It Takes	5916	Cable Tie 11" 100-Pk	15.42
				Vendor 7353 - ACE Whatever It Takes Total:	357.33
Vendor: 4015 - AFLAC					
530781	06/20/2023	AFLAC	882908	Employee Life/Accident Benefi..	145.02
530781	06/20/2023	AFLAC	882908	Employee Life/Accident Benefi..	43.50
530781	06/20/2023	AFLAC	882908	Employee Life/Accident Benefi..	22.36
530781	06/20/2023	AFLAC	882908	Employee Life/Accident Benefi..	51.01
				Vendor 4015 - AFLAC Total:	261.89
Vendor: 12207 - AKM Consulting Engineers, Inc.					
530782	06/20/2023	AKM Consulting Engineers, Inc.	0012247	Consulting Sevices for CWPFF ...	3,950.00
				Vendor 12207 - AKM Consulting Engineers, Inc. Total:	3,950.00
Vendor: 7445 - All City Management Services, Inc.					
530783	06/20/2023	All City Management Services, ..	86012	Crossing Guard Services	5,338.80
				Vendor 7445 - All City Management Services, Inc. Total:	5,338.80
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
530784	06/20/2023	Allied Waste Transfer Services ..	4404-000021815	Dump Fee	702.96
				Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:	702.96
Vendor: 12155 - Amazon Capital Services					
530785	06/20/2023	Amazon Capital Services	13YY-VTJ1-1RIY	Cat6 Outdoor Ethernet Cable ...	19.42
530785	06/20/2023	Amazon Capital Services	17Jf-KJDK-67Q6	COVID-19 Rapid Test	193.20
530785	06/20/2023	Amazon Capital Services	19LV-43FF-D1LX	Toner Cartridge	328.52
530785	06/20/2023	Amazon Capital Services	1CP9-KCK3-G4NP	Cat6 Outdoor Ethernet Cable ...	34.92
530785	06/20/2023	Amazon Capital Services	1CP9-KCK3-G4NP	10 ft Floor Cable Cover Protec...	93.93
530785	06/20/2023	Amazon Capital Services	1DJ3-JRKG-DGLM	Battery Compatible with Dell I...	26.33
530785	06/20/2023	Amazon Capital Services	1JYG-1TFC-3JLV	Steamer for Clothes	43.64
530785	06/20/2023	Amazon Capital Services	1KRV-QLT1-RT9R	Foam Antibacterial Hand-Wash	365.40
530785	06/20/2023	Amazon Capital Services	1MCK-KWN9-CRD7	Waste Toner Container	60.63
530785	06/20/2023	Amazon Capital Services	1MCK-KWN9-CRD7	6 X 10 ft American Flag	178.57
530785	06/20/2023	Amazon Capital Services	1MCK-KWN9-CRD7	4 X 6 ft California Flag	80.75
530785	06/20/2023	Amazon Capital Services	1MCK-KWN9-CRD7	4 X 6 ft American Flag	55.10
530785	06/20/2023	Amazon Capital Services	1WG6-4MDV-77FX	LED Flame Light Bulbs	16.53
530785	06/20/2023	Amazon Capital Services	1XVL-FJXF-1RKQ	36" Stand Up Desk Converter ...	109.15
530785	06/20/2023	Amazon Capital Services	1XVL-FJXF-1RKQ	36" Stand Up Desk Converter ...	109.13
530785	06/20/2023	Amazon Capital Services	1XWL-97GT-4C36	Gridwall Panel Display Stand 2'..	79.37
530785	06/20/2023	Amazon Capital Services	1XWL-97GT-4C36	Gridwall Panel Display Stand 2'..	79.37
				Vendor 12155 - Amazon Capital Services Total:	1,873.96

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12836 - American Dark Fiber, LLC					
530786	06/20/2023	American Dark Fiber, LLC	ADF-1907SL-U1-LOMITA	Splice New Fiber and Relocate...	4,500.00
530786	06/20/2023	American Dark Fiber, LLC	ADF-1907SL-U1-LOMITA	Pothole, Locate Conduit, Find...	4,000.00
530786	06/20/2023	American Dark Fiber, LLC	ADF-1907SL-U1-LOMITA	Place New Fiber and New Acc...	4,000.00
Vendor 12836 - American Dark Fiber, LLC Total:					12,500.00
Vendor: 4010 - Ameritas Life Insurance					
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	50.88
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	2,922.53
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	94.13
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	73.78
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	38.16
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	53.33
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	152.64
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	72.46
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	61.06
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	101.76
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	50.88
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	180.62
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	101.76
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	11.70
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	7.63
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	16.28
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	63.60
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	53.33
530787	06/20/2023	Ameritas Life Insurance	June 23	Employee Dental Insurance-Ju...	554.91
Vendor 4010 - Ameritas Life Insurance					Total: 4,661.44
Vendor: 12857 - Andres Juarez					
530788	06/20/2023	Andres Juarez	2004072.001	Refund -Museum Deposit	100.00
Vendor 12857 - Andres Juarez Total:					100.00
Vendor: 12257 - Aramsco Inc.					
530789	06/20/2023	Aramsko Inc.	S5847754.002	Toilet Tissue 9" 2-Ply 12 Roll p...	524.79
530789	06/20/2023	Aramsko Inc.	S5847754.002	Liner Black 33 X 39 1.3 Mil 250...	113.89
530789	06/20/2023	Aramsko Inc.	S5847754.002	Toilet Tissue 96-Cae	91.72
530789	06/20/2023	Aramsko Inc.	S5847754.002	Black Liners B60XH 36 X 58	72.50
530789	06/20/2023	Aramsko Inc.	S5847754.002	Seat Covers 1/2 Fold 250-Pk 2...	51.02
530789	06/20/2023	Aramsko Inc.	S5847754.002	Multi Fold Towels 250 per Pac...	915.45
530789	06/20/2023	Aramsko Inc.	S5847754.002	Neutra Klean "No Rinse" Galon	44.14
Vendor 12257 - Aramsco Inc. Total:					1,813.51
Vendor: 6609 - AT&T					
530790	06/20/2023	AT&T	20052525	City Hall and Park May 23	471.19
530790	06/20/2023	AT&T	20052525	Water May 23	47.08
530790	06/20/2023	AT&T	20052527	Railroad Museum May 23	24.29
530790	06/20/2023	AT&T	20052929	City Hall May 23	18.34
Vendor 6609 - AT&T					Total: 560.90
Vendor: 6705 - Atlas Marketing Products					
530791	06/20/2023	Atlas Marketing Products	4032	Catalina Day Tote Bags, Royal ...	575.91
530791	06/20/2023	Atlas Marketing Products	4032	Set-up Charges	60.64
Vendor 6705 - Atlas Marketing Products					Total: 636.55
Vendor: 4020 - Automatic Data Processing					
10891	06/09/2023	Automatic Data Processing	634852373	Workforce HCM	510.00
10891	06/09/2023	Automatic Data Processing	634852373	Workforce HCM	170.00
10892	06/09/2023	Automatic Data Processing	634851374	Payroll Processing-Pay Ending ...	1,858.30
10892	06/09/2023	Automatic Data Processing	634851374	Payroll Processing-Pay Ending ...	619.43
10893	06/09/2023	Automatic Data Processing	634851665	Workforce Time and Attendan...	687.39
10893	06/09/2023	Automatic Data Processing	634851665	Workforce Time and Attendan...	229.13
Vendor 4020 - Automatic Data Processing					Total: 4,074.25
Vendor: 3334 - Autozone, Inc.					
530792	06/20/2023	Autozone, Inc.	2859664701	Heavy Duty 3" Pin & Ergo Clip	14.18

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530792	06/20/2023	Autozone, Inc.	2859664701	10W-30 Motor Oil	6.47
				Vendor 3334 - Autozone, Inc.	Total: 20.65
Vendor: 0415 - B.D. White Top Soil Co.					
530793	06/20/2023	B.D. White Top Soil Co.	88868	Dirt	57.88
				Vendor 0415 - B.D. White Top Soil Co.	Total: 57.88
Vendor: 12201 - Barley Project, LLC					
530794	06/20/2023	Barley Project, LLC	2084	Band Performance for Founde...	1,000.00
				Vendor 12201 - Barley Project, LLC Total:	1,000.00
Vendor: 12762 - Brianna Rindge					
530795	06/20/2023	Brianna Rindge	060723	Wellness Reimbursement	150.00
				Vendor 12762 - Brianna Rindge Total:	150.00
Vendor: 3168 - California Banner & Sign Co.					
530796	06/20/2023	California Banner & Sign Co.	20080	Digital Output Banner, 1ft, 10...	272.66
530796	06/20/2023	California Banner & Sign Co.	20112	24" X 36" Digitally Printed Cor...	657.00
530796	06/20/2023	California Banner & Sign Co.	20113	Street Banners 4' X 30' Sponso...	131.40
530796	06/20/2023	California Banner & Sign Co.	20113	Digital Output Sponsor Decals	80.00
				Vendor 3168 - California Banner & Sign Co. Total:	1,141.06
Vendor: 7319 - California State Disbursement Unit					
530797	06/20/2023	California State Disbursement...	063023	Employee Garnishment-Pay D...	230.76
				Vendor 7319 - California State Disbursement Unit Total:	230.76
Vendor: 0655 - California Water Service					
530798	06/20/2023	California Water Service	6984422222-052523	PV Dr. No. Rolling Vista Media...	244.81
530798	06/20/2023	California Water Service	8594422222-052523	Landscape Maintenance Distri...	159.16
				Vendor 0655 - California Water Service Total:	403.97
Vendor: 12854 - Carson Chevrolet					
530774	06/08/2023	Carson Chevrolet	31516	2023 Chevy Colorado Truck	33,004.22
530774	06/08/2023	Carson Chevrolet	31516	2023 Chevy Colorado Truck-To...	451.75
530774	06/08/2023	Carson Chevrolet	31516	2023 Chevy Colorado Truck-D...	126.72
				Vendor 12854 - Carson Chevrolet Total:	33,582.69
Vendor: 12858 - Carson Nissan					
530777	06/13/2023	Carson Nissan	C3560706	2023 Nissan Leaf for Parking E...	31,418.94
530777	06/13/2023	Carson Nissan	C3560706	2023 Nissan Leaf for Parking E...	558.00
530777	06/13/2023	Carson Nissan	C3561249	2023 Nissan Leaf for Water D...	31,418.94
530777	06/13/2023	Carson Nissan	C3561249	2023 Nissan Leaf for Water D...	558.00
				Vendor 12858 - Carson Nissan Total:	63,953.88
Vendor: 4040 - Colonial Insurance Co.					
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	474.33
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	453.82
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	220.87
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	80.09
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	73.62
10890	06/20/2023	Colonial Insurance Co.	June 23	Employee Life/Accident Insur...	97.04
				Vendor 4040 - Colonial Insurance Co. Total:	1,399.77
Vendor: 0915 - Copy Rite Printing					
530799	06/20/2023	Copy Rite Printing	39577	Window Envelopes W/Blue Ink..	132.44
530799	06/20/2023	Copy Rite Printing	39578	Business Cards-Planning Com...	41.56
530799	06/20/2023	Copy Rite Printing	39580	Door Hangers	141.50
530799	06/20/2023	Copy Rite Printing	39581	Business Cards-S. Bass	24.78
530799	06/20/2023	Copy Rite Printing	39581	Business Cards-S. Bass	24.44
530799	06/20/2023	Copy Rite Printing	39584	Business Cards-L. MacMorran	49.22
				Vendor 0915 - Copy Rite Printing Total:	413.94
Vendor: 7371 - Corporate Payment Systems					
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Hotel Charge	1,111.40
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Contract Cities Conference-Fo...	35.67
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Parking	17.00
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Contract Cities Conference-Fo...	19.13
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Lomita Chamber-Business Mix...	12.51

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
530800	06/20/2023	Corporate Payment Systems	B. Rindge 052523	Contract Cities Conference-Fo...	16.70	
530800	06/20/2023	Corporate Payment Systems	C. Dillon 052523	Cisco Meet Plan	7.50	
530800	06/20/2023	Corporate Payment Systems	C. Dillon 052523	Cisco Meet Plan	7.50	
530800	06/20/2023	Corporate Payment Systems	C. Dillon 052523	Calif. Water Efficiency Partner..	463.50	
530800	06/20/2023	Corporate Payment Systems	C. Villa 052523	Canva Subscription	12.99	
530800	06/20/2023	Corporate Payment Systems	C. Villa 052523	Calameo, Membership Dues	588.00	
530800	06/20/2023	Corporate Payment Systems	C. Villa 052523	Founder's Day Wristbands	291.40	
530800	06/20/2023	Corporate Payment Systems	D. Dixon 052523	Supervisor Harassment Preven..	18.70	
530800	06/20/2023	Corporate Payment Systems	D. Dixon 052523	Supervisor Harassment Preven..	18.49	
530800	06/20/2023	Corporate Payment Systems	D. Dixon 052523	Birthday Celebration	57.60	
530800	06/20/2023	Corporate Payment Systems	D. Dixon 052523	Supervisor Harassment Preven..	4.79	
530800	06/20/2023	Corporate Payment Systems	G. Sugano 052523	Zoom Video	15.99	
530800	06/20/2023	Corporate Payment Systems	G. Sugano 052523	Acrobat Pro	513.71	
530800	06/20/2023	Corporate Payment Systems	H. Flores 052523	Staff Lunch	238.90	
530800	06/20/2023	Corporate Payment Systems	H. Flores 052523	Mower Supplies	460.37	
530800	06/20/2023	Corporate Payment Systems	J. Gazeley 052523	Hotel Charge	341.98	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	City Council Meeting Dinner	50.10	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	City Council Meeting Dinner	89.26	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	Daily Breeze Subscription	10.00	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	NNA Membership-L. Abbott	129.00	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	Dropbox	19.99	
530800	06/20/2023	Corporate Payment Systems	K. Gregory 052523	eSignature Standard Edition	600.00	
530800	06/20/2023	Corporate Payment Systems	L. Hernandez 052523	Hotel Charge	1,735.48	
530800	06/20/2023	Corporate Payment Systems	Lomita Park 052523	Daily Breeze Subscription	26.00	
530800	06/20/2023	Corporate Payment Systems	Lomita Park 052523	Museum Event Promotion	44.38	
530800	06/20/2023	Corporate Payment Systems	Lomita Park 052523	Staff Lunch	67.09	
530800	06/20/2023	Corporate Payment Systems	M. Andersen 052523	Math Book for Water Treatm...	86.42	
530800	06/20/2023	Corporate Payment Systems	M. Andersen 052523	Tubing for Air and Water, 1/8"	185.25	
530800	06/20/2023	Corporate Payment Systems	M. Andersen 052523	Staff Lunch	97.02	
530800	06/20/2023	Corporate Payment Systems	M. Sansbury 052523	Electrode Onsite/Home Adult ...	372.10	
530800	06/20/2023	Corporate Payment Systems	M. Sansbury 052523	Maintenance Supplies	51.46	
530800	06/20/2023	Corporate Payment Systems	M. Sansbury 052523	Peanut Butter for Mouse Trap	3.49	
530800	06/20/2023	Corporate Payment Systems	M. Sansbury 052523	Mass Mobile Apps	99.00	
530800	06/20/2023	Corporate Payment Systems	R. Smoot 052523	League of California Cities Reg...	50.00	
530800	06/20/2023	Corporate Payment Systems	R. Smoot 052523	League of California Cities Reg...	50.00	
530800	06/20/2023	Corporate Payment Systems	R. Smoot 052523	Hotel Charge-R. Smoot	1,294.04	
530800	06/20/2023	Corporate Payment Systems	W. Lawson 052523	Property Report	114.03	
530800	06/20/2023	Corporate Payment Systems	W. Lawson 052523	Gas	59.46	
530800	06/20/2023	Corporate Payment Systems	W. Lawson 052523	Code Enforcement Subscripti...	25.95	
				Vendor 7371 - Corporate Payment Systems	Total:	9,513.35
Vendor: 12721 - Cory Zedler						
530801	06/20/2023	Cory Zedler	053123	Mileage Reimbursement	55.28	
				Vendor 12721 - Cory Zedler Total:	55.28	
Vendor: 6828 - Creative Software Solutions						
530802	06/20/2023	Creative Software Solutions	CINV-034621	DAR May 23	498.33	
				Vendor 6828 - Creative Software Solutions	Total:	498.33
Vendor: 6757 - Dataprose, Inc.						
530803	06/20/2023	Dataprose, Inc.	DP2302115	Water Bills	2,708.62	
				Vendor 6757 - Dataprose, Inc.	Total:	2,708.62
Vendor: 12704 - David Evans & Associates, Inc.						
530804	06/20/2023	David Evans & Associates, Inc.	533955	Engineering Design Services-N...	818.73	
530804	06/20/2023	David Evans & Associates, Inc.	533955	Engineering Design Services-N...	818.73	
530804	06/20/2023	David Evans & Associates, Inc.	533955	Engineering Design Services-N...	3,943.54	
530804	06/20/2023	David Evans & Associates, Inc.	536135	Engineering Design Services-N...	2,885.66	
530804	06/20/2023	David Evans & Associates, Inc.	536135	Engineering Design Services-N...	2,885.66	
530804	06/20/2023	David Evans & Associates, Inc.	536135	Engineering Design Services-N...	13,899.28	
				Vendor 12704 - David Evans & Associates, Inc. Total:	25,251.60	

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 1075 - Department of Justice					
530805	06/20/2023	Department of Justice	660595	Live Scan May 23	128.00
				Vendor 1075 - Department of Justice	Total: 128.00
Vendor: 2010 - Discount Pool & Spa Supply					
530806	06/20/2023	Discount Pool & Spa Supply	344398-1	Liquid Chloride	187.43
530806	06/20/2023	Discount Pool & Spa Supply	344398-1	Deposit-Case	40.00
530806	06/20/2023	Discount Pool & Spa Supply	345053-1	Returning Deposit for Cases	-50.00
530806	06/20/2023	Discount Pool & Spa Supply	345634-1	Clear View 1" Tabs 5 LB Pail	121.25
				Vendor 2010 - Discount Pool & Spa Supply Total:	298.68
Vendor: 7290 - Eden Serina					
530807	06/20/2023	Eden Serina	060523	Yoga Class Instructor	2,345.00
				Vendor 7290 - Eden Serina	Total: 2,345.00
Vendor: 12580 - Elite Special Events, Inc.					
530775	06/12/2023	Elite Special Events, Inc.	144-01	Founder's Day-Train Ride Serv...	1,850.00
				Vendor 12580 - Elite Special Events, Inc. Total:	1,850.00
Vendor: 12001 - Evangelina Hernandez					
530808	06/20/2023	Evangelina Hernandez	060123	Mileage Reimbursement	17.82
				Vendor 12001 - Evangelina Hernandez Total:	17.82
Vendor: 12851 - Get Around Sound					
530809	06/20/2023	Get Around Sound	042423	2 Days Sound System Rental-...	150.00
530809	06/20/2023	Get Around Sound	042423	2 Days Sound System Rental	1,500.00
530809	06/20/2023	Get Around Sound	042423	2 Days Sound System Rental-L...	3,420.00
				Vendor 12851 - Get Around Sound Total:	5,070.00
Vendor: 6718 - Graffiti Protective Coatings Inc.					
530810	06/20/2023	Graffiti Protective Coatings Inc.	7031-0523	Graffiti Removal May 23	2,400.00
				Vendor 6718 - Graffiti Protective Coatings Inc. Total:	2,400.00
Vendor: 3070 - Grainger					
530811	06/20/2023	Grainger	9727340011	Full Body Harness	119.97
530811	06/20/2023	Grainger	9727340011	Half Mask Respirator Kit	82.20
530811	06/20/2023	Grainger	9727340011	Respirator Wipes	36.10
				Vendor 3070 - Grainger	Total: 238.27
Vendor: 3036 - Harbor Freight Tools USA, Inc.					
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	Cable Ties 350 Pc Colored	6.59
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	Paint Brush 2" Angle	1.64
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	14 in 1 Paint Tool	5.50
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	Steel Socket Rail Set	8.17
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015182	Nitrile Gloves 50 Pc	16.53
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	1/4" Compact Regulator	24.24
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	Mini Filter 1/4"	22.04
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	1/4" Female Pipe T-Connector	4.40
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	3/8" X 100' Diamond Braid Ro...	8.81
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	6" Crimped Wire Wheel	7.16
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	6" Bench Grinder with Light	60.63
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	1/4 Full Port Ball Valve	5.17
530812	06/20/2023	Harbor Freight Tools USA, Inc.	1015475	1/4" Female Brass Uni Coupler	4.95
				Vendor 3036 - Harbor Freight Tools USA, Inc. Total:	175.83
Vendor: 7144 - Hazen and Sawyer, P.C.					
530813	06/20/2023	Hazen and Sawyer, P.C.	20007-010-0000029	Consulting Services-CWPF	20,715.50
				Vendor 7144 - Hazen and Sawyer, P.C. Total:	20,715.50
Vendor: 3052 - Home Depot Credit Services					
530814	06/20/2023	Home Depot Credit Services	0112697	Fluorescent CFL Light Bulb, Da...	14.31
530814	06/20/2023	Home Depot Credit Services	0112697	High Performance Toilet Fill Va...	16.52
530814	06/20/2023	Home Depot Credit Services	0112697	Antibacterial Hand Soap 128 oz	21.83
530814	06/20/2023	Home Depot Credit Services	0112697	LED Light Bulb in Daylight 2-Pk	10.99
530814	06/20/2023	Home Depot Credit Services	0112697	LED Light Bulb Daylight 2-Pk	14.31
530814	06/20/2023	Home Depot Credit Services	0353711	Bucket 5 Gal	4.94
530814	06/20/2023	Home Depot Credit Services	0353711	Disinfecting Wipes Flat Pack 8...	13.85

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530814	06/20/2023	Home Depot Credit Services	0353711	Tan Duck Canvas Glove	18.01
530814	06/20/2023	Home Depot Credit Services	0353711	Replacement Respirator Cartr...	82.04
530814	06/20/2023	Home Depot Credit Services	0353711	Disposable Paint Project Respi...	103.55
530814	06/20/2023	Home Depot Credit Services	0353711	Knit Work Gloves	13.21
530814	06/20/2023	Home Depot Credit Services	1234806	Returning Asphalt Sealer	-34.00
530814	06/20/2023	Home Depot Credit Services	2090919	Cleaning Vinegar 64 oz	6.35
530814	06/20/2023	Home Depot Credit Services	2090919	Ultra-Thin LED White Puck Lig...	19.80
530814	06/20/2023	Home Depot Credit Services	2090919	Lysol All Purpose 144 oz	27.30
530814	06/20/2023	Home Depot Credit Services	2090919	Bathroom Faucet in Polished ...	38.57
530814	06/20/2023	Home Depot Credit Services	2090919	LED Tube Light Bulb, Tunable...	99.23
530814	06/20/2023	Home Depot Credit Services	2090936	Slip-Joint Outlet 1/4-Turn Ang...	23.59
530814	06/20/2023	Home Depot Credit Services	2090936	Braided Polymer Faucet Suppl...	13.08
530814	06/20/2023	Home Depot Credit Services	2090936	1/2" x 260" Thread Sealing	1.08
530814	06/20/2023	Home Depot Credit Services	2090936	AAA Batteries 10-Pk	9.78
530814	06/20/2023	Home Depot Credit Services	2201864	Returning Joint Outlet 1/4-Tur...	-23.54
530814	06/20/2023	Home Depot Credit Services	2201865	Slip-Joint Outlet 1/4-Turn Ang...	24.16
530814	06/20/2023	Home Depot Credit Services	31031	Water Bottle Deposit	6.00
530814	06/20/2023	Home Depot Credit Services	31031	Bottle Water	24.90
530814	06/20/2023	Home Depot Credit Services	31031	Airwick Auto Fresh 2-Pk	13.21
530814	06/20/2023	Home Depot Credit Services	31031	1.33 gal. Weed and Grass Killer	33.04
530814	06/20/2023	Home Depot Credit Services	31031	Energizer Max AA 36-Pk	39.40
530814	06/20/2023	Home Depot Credit Services	31031	Toilet Paper 30 Mega Roll	41.46
530814	06/20/2023	Home Depot Credit Services	31031	Lysol Disinfect 190 oz	59.40
530814	06/20/2023	Home Depot Credit Services	3116028	Energizer Max AA 36-Pk	39.40
530814	06/20/2023	Home Depot Credit Services	3116028	Nitrile Glove 120-Pk	23.13
530814	06/20/2023	Home Depot Credit Services	3116028	Bucket	19.52
530814	06/20/2023	Home Depot Credit Services	3116028	5 oz. Ultra Clear All Purpose ...	9.90
530814	06/20/2023	Home Depot Credit Services	3116028	3/16" x 100' All-Purpose Cloth...	10.83
530814	06/20/2023	Home Depot Credit Services	4010775	Lumber Fee	0.20
530814	06/20/2023	Home Depot Credit Services	4010775	0.75" X 3.5" X 10' Wood	26.40
530814	06/20/2023	Home Depot Credit Services	5097704	Anvil Flex Putty Knife 1.5"	8.80
530814	06/20/2023	Home Depot Credit Services	5097704	Clorox Disinfecting Bleach	29.70
530814	06/20/2023	Home Depot Credit Services	5097704	Stoner Invisible Glass Aero 19 ...	10.10
530814	06/20/2023	Home Depot Credit Services	5097704	Speed-Feed 400 Universal Tri...	36.06
530814	06/20/2023	Home Depot Credit Services	5097704	Toilet Paper 30 Mega Roll	41.87
530814	06/20/2023	Home Depot Credit Services	5113142	11 in. UV Cable Tie, Black (500...	48.76
530814	06/20/2023	Home Depot Credit Services	5113142	Assorted Cable Ties 650-Pack	24.26
530814	06/20/2023	Home Depot Credit Services	6591891	50 lbs Asphalt Sealer	170.01
Vendor 3052 - Home Depot Credit Services				Total:	1,235.31
Vendor: 4684 - Janpier Adamzadeh					
530815	06/20/2023	Janpier Adamzadeh	052323	Reimbursement for Presentat...	14.32
Vendor 4684 - Janpier Adamzadeh				Total:	14.32
Vendor: 3887 - John L. Hunter & Associates					
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412302	Consulting Services February ...	1,616.67
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412302	Consulting Services February ...	135.00
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412303	Consulting Services March 23	527.90
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412303	Consulting Services March 23	877.50
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412304	Consulting Services April 23	2,235.16
530816	06/20/2023	John L. Hunter & Associates	LOM1MS412304	Consulting Services April 23	67.50
Vendor 3887 - John L. Hunter & Associates				Total:	5,459.73
Vendor: 3048 - L.A. County Sheriff's Department					
530818	06/20/2023	L.A. County Sheriff's Departm...	233235DL	Traffic Enforcement May 23	1,528.07
Vendor 3048 - L.A. County Sheriff's Department				Total:	1,528.07
Vendor: 7529 - L.A. County Sheriff's Department					
530776	06/12/2023	L.A. County Sheriff's Departm...	061623	Employee Garnishment-Pay D...	334.75
530817	06/20/2023	L.A. County Sheriff's Departm...	063023	Employee Garnishment-Pay D...	334.75
Vendor 7529 - L.A. County Sheriff's Department Total:					669.50

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3652 - Leticia Moreno-Paz					
530819	06/20/2023	Leticia Moreno-Paz	060123	Mileage and Parking Reimbur...	24.65
				Vendor 3652 - Leticia Moreno-Paz	Total: 24.65
Vendor: 3054 - Linde Gas & Equipment Inc.					
530820	06/20/2023	Linde Gas & Equipment Inc.	36042565	Acetylene Torch Rental	63.87
				Vendor 3054 - Linde Gas & Equipment Inc.	Total: 63.87
Vendor: 3903 - Lomita City Employees Association					
530821	06/20/2023	Lomita City Employees Associa...	June 2023	Association Dues-June 2023	640.00
				Vendor 3903 - Lomita City Employees Association	Total: 640.00
Vendor: 6859 - Los Altos Trophy					
530822	06/20/2023	Los Altos Trophy	92731	Generic Soccer Figure 3rd Place	237.53
530822	06/20/2023	Los Altos Trophy	92731	Silver Soccer Medal, Black Nec...	373.25
530822	06/20/2023	Los Altos Trophy	92731	Bronze Soccer Medal, Black N...	379.38
530822	06/20/2023	Los Altos Trophy	92731	Gold Soccer Medal, Black Neck..	428.32
530822	06/20/2023	Los Altos Trophy	92731	Generic Soccer Figure 2nd Pla...	487.58
530822	06/20/2023	Los Altos Trophy	92731	Generic Soccer Figure 1st Place	524.57
				Vendor 6859 - Los Altos Trophy	Total: 2,430.63
Vendor: 3085 - Mark's Lock & Safe, Inc.					
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036455	Install Cameras-Labor	1,312.50
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036455	Install Cameras-Material	650.48
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036472	Troubleshoot & Configured Ca...	1,575.00
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036472	Troubleshoot & Configured Ca...	138.89
530823	06/20/2023	Mark's Lock & Safe, Inc.	0000036482	Met with Cable Co. & Pulled o...	393.75
				Vendor 3085 - Mark's Lock & Safe, Inc.	Total: 4,070.62
Vendor: 10932 - Michael Graf					
530824	06/20/2023	Michael Graf	061223	Reimbursement for Refreshm...	58.85
				Vendor 10932 - Michael Graf	Total: 58.85
Vendor: 3820 - Michael Whiting					
530825	06/20/2023	Michael Whiting	1a2023	Basketball Camp/Instructor Fee	5,725.00
				Vendor 3820 - Michael Whiting	Total: 5,725.00
Vendor: 12853 - Minsoo Kim					
530826	06/20/2023	Minsoo Kim	053123	Reimbursement for Meter/Wa...	711.80
				Vendor 12853 - Minsoo Kim	Total: 711.80
Vendor: 7203 - Mirage Carwash					
530827	06/20/2023	Mirage Carwash	2137	Car Wash	26.99
				Vendor 7203 - Mirage Carwash	Total: 26.99
Vendor: 3217 - MissionSquare Retirement					
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	12,761.62
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	306.51
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	290.93
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	16.20
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	144.79
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	300.27
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	182.34
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	214.49
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	207.10
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	110.29
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	228.61
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	184.77
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	48.77
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	8.96
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	60.31
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	82.03
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	144.79
10885	06/07/2023	MissionSquare Retirement	PD060223	Deferred Compensation Pay D...	952.59
				Vendor 3217 - MissionSquare Retirement	Total: 16,245.37

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7496 - Numa Networks					
530828	06/20/2023	Numa Networks	34552	IT Services June 23	3,961.17
530828	06/20/2023	Numa Networks	34552	IT Services June 23	3,961.16
				Vendor 7496 - Numa Networks	Total: 7,922.33

Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp					
530829	06/20/2023	Occupational Health Centers o...79333839		Pre-Employee Physical Exam	64.00
530829	06/20/2023	Occupational Health Centers o...79395448		Pre-Employee Physical Exam	104.00
				Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:	168.00

Vendor: 6594 - Office Depot Business Solutions, LLC					
530830	06/20/2023	Office Depot Business Solutio...	313768814001	File Folders, 1/3 Cut, Letter Si...	24.77
530830	06/20/2023	Office Depot Business Solutio...	313768814001	Copy Paper	54.57
530830	06/20/2023	Office Depot Business Solutio...	313768814001	File Folders, 1/3 Cut, Letter Si...	14.43
				Vendor 6594 - Office Depot Business Solutions, LLC Total:	93.77

Vendor: 4105 - Pacific Western Bank					
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	16,216.98
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	2,307.86
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	9.52
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	251.64
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	95.91
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	113.88
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	27.71
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	45.02
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	20.04
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	10.73
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	216.33
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	105.90
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	5.76
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	116.43
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	15.17
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	85.44
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	109.50
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	97.10
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	139.64
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	38.33
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	67.04
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	10.09
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	22.67
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	1.11
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	60.64
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	21.69
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	120.88
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	28.20
10886	06/07/2023	Pacific Western Bank	PE052623	Federal & Medicare Taxes-Pay...	471.46
10887	06/07/2023	Pacific Western Bank	PE052623A	State Tax Withholdings-Pay E...	6,169.79
				Vendor 4105 - Pacific Western Bank	Total: 27,002.46

Vendor: 4597 - Pio Nunez					
530831	06/20/2023	Pio Nunez	052423	Mileage Reimbursement	43.88
				Vendor 4597 - Pio Nunez	Total: 43.88

Vendor: 7223 - Pitney Bowes Global Financial Services LLC.					
530832	06/20/2023	Pitney Bowes Global Financial ...3106101515		April-June 23 Postage Machine..	282.31
				Vendor 7223 - Pitney Bowes Global Financial Services LLC. Total:	282.31

Vendor: 12512 - Prints Pacific, Inc.					
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt N...	109.42
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt N...	1,254.09
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt S...	535.18
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt S...	131.31
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt N...	48.40
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt Bl...	24.20

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530833	06/20/2023	Prints Pacific, Inc.	20568	Pullover Hooded Sweatshirt N...	121.00
Vendor 12512 - Prints Pacific, Inc. Total:					2,223.60
Vendor: 12474 - Project Partners					
530834	06/20/2023	Project Partners	11192	Engineering Services	1,440.00
530834	06/20/2023	Project Partners	11192	Engineering Services	3,120.00
530834	06/20/2023	Project Partners	11192	Engineering Services	1,560.00
530834	06/20/2023	Project Partners	11192	Engineering Services	1,200.00
530834	06/20/2023	Project Partners	11192	Engineering Services	3,960.00
530834	06/20/2023	Project Partners	11192	Engineering Services	3,600.00
530834	06/20/2023	Project Partners	11246	Engineering Services	1,920.00
530834	06/20/2023	Project Partners	11246	Engineering Services	1,920.00
530834	06/20/2023	Project Partners	11246	Engineering Services	600.00
530834	06/20/2023	Project Partners	11246	Engineering Services	1,560.00
530834	06/20/2023	Project Partners	11246	Engineering Services	2,280.00
530834	06/20/2023	Project Partners	11246	Engineering Services	2,640.00
Vendor 12474 - Project Partners Total:					25,800.00
Vendor: 4090 - Public Employee Retirement System					
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	11,798.21
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	25.88
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	700.21
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	807.58
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	308.88
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	150.99
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	202.35
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	257.02
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	230.22
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	487.45
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	132.61
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	136.70
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	1,238.86
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	143.71
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	445.89
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	275.19
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	200.83
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	819.18
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	291.09
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	871.14
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	276.71
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	454.33
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	268.50
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	334.72
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	79.47
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	28.11
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	45.77
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	2.88
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	123.57
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	269.19
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	34.44
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	50.59
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	49.29
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	76.75
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	452.35
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	221.04
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	144.65
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	605.23
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	1,009.65
10888	06/07/2023	Public Employee Retirement S...	PE052623	Retirement Contributions-Pay...	1,327.80
10889	06/10/2023	Public Employee Retirement S... June 2023		Employee Health Insurance-Ju...	5,622.96
10889	06/10/2023	Public Employee Retirement S... June 2023		Employee Health Insurance-Ju...	2,623.86
10889	06/10/2023	Public Employee Retirement S... June 2023		Employee Health Insurance-Ju...	1,252.63

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	2,862.97
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	150.49
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	4,283.85
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	652.51
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	4,317.23
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	1,472.29
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	2,564.47
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	4,039.93
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	1,966.50
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	4,259.98
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	1,435.13
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	453.33
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	840.05
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	297.35
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	2,481.32
10889	06/10/2023	Public Employee Retirement S...	June 2023	Employee Health Insurance-Ju...	8,460.51
				Vendor 4090 - Public Employee Retirement System	Total: 75,416.39
Vendor: 12173 - Race Communications					
530835	06/20/2023	Race Communications	RC912287	Internet Access SBCG June 23	1,530.00
530835	06/20/2023	Race Communications	RC912287	Internet Access SBCG June 23	1,530.00
				Vendor 12173 - Race Communications Total:	3,060.00
Vendor: 12754 - Recap Advisors, LLC					
530836	06/20/2023	Recap Advisors, LLC	0091019	Consulting Svcs-RAD Repositi...	516.25
				Vendor 12754 - Recap Advisors, LLC Total:	516.25
Vendor: 9122 - Roland Gutierrez					
530837	06/20/2023	Roland Gutierrez	060123	Cardio Salsa Dance Instructor	422.10
				Vendor 9122 - Roland Gutierrez	Total: 422.10
Vendor: 7517 - Ronald Uyesato					
530838	06/20/2023	Ronald Uyesato	1-2023	Camp Lead Staff Fee and Staff...	1,600.00
				Vendor 7517 - Ronald Uyesato	Total: 1,600.00
Vendor: 3066 - Rusher Air Conditioning					
530839	06/20/2023	Rusher Air Conditioning	2095306	Programed Remote for Ductle...	288.00
				Vendor 3066 - Rusher Air Conditioning	Total: 288.00
Vendor: 7394 - Sharmone P. La Rose					
530840	06/20/2023	Sharmone P. La Rose	053023	Recreation-Gentle Yoga Class ...	738.50
				Vendor 7394 - Sharmone P. La Rose	Total: 738.50
Vendor: 7188 - Sharp Business Systems					
530841	06/20/2023	Sharp Business Systems	9004366643	BP70C55 Copier Usage 5/1/23...	284.69
				Vendor 7188 - Sharp Business Systems	Total: 284.69
Vendor: 7233 - Siteone Landscape Supply, LLC					
530842	06/20/2023	Siteone Landscape Supply, LLC	130631827-001	Weld-On P-70 Purple Primer	13.32
530842	06/20/2023	Siteone Landscape Supply, LLC	130631827-001	Shrub Rake	30.85
530842	06/20/2023	Siteone Landscape Supply, LLC	130631827-001	Weld-On 711 Gray PVC Cement	17.97
530842	06/20/2023	Siteone Landscape Supply, LLC	130965906-001	24 VAC for 800 and 950 Series...	26.33
530842	06/20/2023	Siteone Landscape Supply, LLC	130965906-001	Handheld Sprayer 1 Gal	109.92
530842	06/20/2023	Siteone Landscape Supply, LLC	130966141-001	Classic Lifeguard Hat	22.86
				Vendor 7233 - Siteone Landscape Supply, LLC	Total: 221.25
Vendor: 3544 - South Bay Cities Council of Governments					
530843	06/20/2023	South Bay Cities Council of Go...	June 23	Monthly City Manager's Meet...	40.00
				Vendor 3544 - South Bay Cities Council of Governments Total:	40.00
Vendor: 6944 - South Coast A.Q.M.D.					
530844	06/20/2023	South Coast A.Q.M.D.	4171712	Cypress Reservoir	153.23
				Vendor 6944 - South Coast A.Q.M.D.	Total: 153.23
Vendor: 5050 - Southern California Edison Co.					
530778	06/13/2023	Southern California Edison Co.	700006214310-060123	Park	599.69
530778	06/13/2023	Southern California Edison Co.	700006214310-060123	Street Lights	31.64
530778	06/13/2023	Southern California Edison Co.	700006214310-060123	Traffic Signals	32.22

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
530778	06/13/2023	Southern California Edison Co.	700006910888-060623	Railroad Museum	195.27	
530778	06/13/2023	Southern California Edison Co.	700007178650-060823	Narbonne Pedestrian Crosswa...	48.79	
530778	06/13/2023	Southern California Edison Co.	700008444906-060623	Traffic Signals	661.96	
530778	06/13/2023	Southern California Edison Co.	700016714053-060623	Lomita Park	2,392.92	
530778	06/13/2023	Southern California Edison Co.	700016714053-060623	Western Pedestrian Crosswalk	16.68	
530778	06/13/2023	Southern California Edison Co.	700016714053-060623	Appian Way	288.02	
530778	06/13/2023	Southern California Edison Co.	700025877624-060123	Street Lights	573.46	
530778	06/13/2023	Southern California Edison Co.	700025957042-060123	Street Lights	255.50	
530778	06/13/2023	Southern California Edison Co.	700315793648-060123	Street Lights	182.36	
530778	06/13/2023	Southern California Edison Co.	700492524416-060823	Hathaway Park	38.35	
Vendor 5050 - Southern California Edison Co.					Total:	5,316.86

Vendor: 5040 - Southern California Gas Co.

530845	06/20/2023	Southern California Gas Co.	07370472008-060623	Park Facilities	71.99	
530845	06/20/2023	Southern California Gas Co.	07380495007-060623	City Hall Facility	957.33	
530845	06/20/2023	Southern California Gas Co.	11360471004-060623	Railroad Museum	1.59	
Vendor 5040 - Southern California Gas Co.					Total:	1,030.91

Vendor: 1005 - Southern California News Group

530846	06/20/2023	Southern California News Gro...	053123	Ads-Approved Resolution No. ...	207.88	
530846	06/20/2023	Southern California News Gro...	053123	Ads-Adopted Ordinances No. ...	287.02	
530846	06/20/2023	Southern California News Gro...	053123	Ads-Adopted Ordinances No. ...	318.20	
530846	06/20/2023	Southern California News Gro...	053123	Ads-Zone Text Amendment No...	265.43	
Vendor 1005 - Southern California News Group					Total:	1,078.53

Vendor: 12456 - Sportball

530847	06/20/2023	Sportball	060123	Comprehensive Sports Class	2,350.25
Vendor 12456 - Sportball Total:					2,350.25

Vendor: 12815 - Stetson Engineers Inc.

530848	06/20/2023	Stetson Engineers Inc.	2879-002	Groundwater Well Feasibility ...	14,464.00
Vendor 12815 - Stetson Engineers Inc. Total:					14,464.00

Vendor: 3956 - Ted's Plumbing Service Inc.

530849	06/20/2023	Ted's Plumbing Service Inc.	37580	City Yard Restroom-Replace T...	480.00	
530849	06/20/2023	Ted's Plumbing Service Inc.	37618	Mainline Stoppage	175.00	
Vendor 3956 - Ted's Plumbing Service Inc.					Total:	655.00

Vendor: 12855 - Thai Yoga Massage

530850	06/20/2023	Thai Yoga Massage	060723	Refund Duplicate Payment	4,000.00
Vendor 12855 - Thai Yoga Massage Total:					4,000.00

Vendor: 6085 - Thompson Building Materials

530851	06/20/2023	Thompson Building Materials	IV-150312	Lumber Fee	0.43	
530851	06/20/2023	Thompson Building Materials	IV-150312	8 X 1-3/4 Wood Screw 100-Bx	12.06	
530851	06/20/2023	Thompson Building Materials	IV-150312	9 X 2-1/4 Wood Screw 100-Bx	17.20	
530851	06/20/2023	Thompson Building Materials	IV-150312	1 X 3 X 24 Wood Stake 50-Bdl	47.04	
530851	06/20/2023	Thompson Building Materials	IV-150312	16 & 48 Level Set	217.24	
530851	06/20/2023	Thompson Building Materials	IV-150341	PS 24 Flat Steel Stakes	188.31	
Vendor 6085 - Thompson Building Materials					Total:	482.28

Vendor: 12170 - T-Mobile

530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Manage...	19.74
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Code Enf...	25.89
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Recreati...	29.40
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Park 6594	25.89
530852	06/20/2023	T-Mobile	052023	City Mobile Internet-Water 40...	29.40
Vendor 12170 - T-Mobile Total:					130.32

Vendor: 12856 - Toilet Partitions Experts, Inc

530853	06/20/2023	Toilet Partitions Experts, Inc	1002	Installation of Toilet Partitions...	2,050.00
Vendor 12856 - Toilet Partitions Experts, Inc Total:					2,050.00

Vendor: 12228 - Toshiba

530854	06/20/2023	Toshiba	34165121	Copier Lease May 23	587.99
Vendor 12228 - Toshiba Total:					587.99

Warrant Register

Payment Dates: 6/7/2023 - 6/20/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7451 - TPX Communications					
530855	06/20/2023	TPX Communications	171406716-0	Internet and Phone June 23	1,023.10
530855	06/20/2023	TPX Communications	171406716-0	Internet and Phone June 23	1,023.09
Vendor 7451 - TPX Communications Total:					2,046.19
Vendor: 9100 - Tripepi Smith and Associates					
530856	06/20/2023	Tripepi Smith and Associates	10058	Redistricting Services	17,224.00
530856	06/20/2023	Tripepi Smith and Associates	10147	Video Production Services	843.13
530856	06/20/2023	Tripepi Smith and Associates	10192	Citywide Communication & E...	5,360.81
530856	06/20/2023	Tripepi Smith and Associates	10192	Citywide Communication & E...	2,244.34
Vendor 9100 - Tripepi Smith and Associates Total:					25,672.28
Vendor: 3123 - Underground Service Alert/SC					
530857	06/20/2023	Underground Service Alert/SC	22-2304212	California State Fee	27.83
530857	06/20/2023	Underground Service Alert/SC	520230420	32 Dig Alerts and Monthly Ma...	66.00
Vendor 3123 - Underground Service Alert/SC Total:					93.83
Vendor: 12279 - United Pacific Services, Inc.					
530858	06/20/2023	United Pacific Services, Inc.	23-0525-2	Tree Trimming	12,585.00
530858	06/20/2023	United Pacific Services, Inc.	23-0525-2	Tree Trimming	12,585.00
Vendor 12279 - United Pacific Services, Inc. Total:					25,170.00
Vendor: 6878 - Urban Feet Inc.					
530859	06/20/2023	Urban Feet Inc.	LOM 060123	Work Boot-R. Mendoza	232.68
Vendor 6878 - Urban Feet Inc. Total:					232.68
Vendor: 7373 - Wells Fargo Vendor Financial Services					
530860	06/20/2023	Wells Fargo Vendor Financial ...	5025298293	MX-C304W Printer Lease June...	86.01
Vendor 7373 - Wells Fargo Vendor Financial Services Total:					86.01
Vendor: 3044 - West Basin Municipal Water District					
10894	06/08/2023	West Basin Municipal Water D...	WB6104	April 23	239,709.20
Vendor 3044 - West Basin Municipal Water District Total:					239,709.20
Vendor: 7063 - Westfield Electric					
530861	06/20/2023	Westfield Electric	3122	120V Photo Cell	26.80
530861	06/20/2023	Westfield Electric	3122	Replace Photo Cell-Labor	210.00
530861	06/20/2023	Westfield Electric	3207	Trip Charge to Meet with Fiber..	105.00
530861	06/20/2023	Westfield Electric	3216	Photo Cell	26.80
530861	06/20/2023	Westfield Electric	3216	Inspect and Repair Photo Cell...	262.50
530861	06/20/2023	Westfield Electric	3217	Removed Electrical Wiring & D...	105.00
Vendor 7063 - Westfield Electric Total:					736.10
Vendor: 12701 - William Lawson					
530862	06/20/2023	William Lawson	052623	Reimbursement for Code Enfo...	26.46
Vendor 12701 - William Lawson Total:					26.46
Vendor: 7282 - Williams Data Management					
530863	06/20/2023	Williams Data Management	0617555	File Storage May 23	304.91
Vendor 7282 - Williams Data Management Total:					304.91
Vendor: 3666 - Yamada Company Inc.					
530864	06/20/2023	Yamada Company Inc.	83102	Shindaiwa Blower	429.01
530864	06/20/2023	Yamada Company Inc.	83102	Gas Can	31.63
Vendor 3666 - Yamada Company Inc. Total:					460.64
Vendor: 6102 - Yunex, LLC					
530865	06/20/2023	Yunex, LLC	5610283977	Traffic Signal Maintenance Ma...	443.03
530865	06/20/2023	Yunex, LLC	5610283990	Street Light Maintenance May...	169.83
530865	06/20/2023	Yunex, LLC	5620043089	Traffic Signal Response Call Ou...	142.69
Vendor 6102 - Yunex, LLC Total:					755.55
Grand Total:					723,133.93

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	238,186.81
205 - State Gas Tax	22,239.14
209 - Measure M	3,704.39
211 - Measure W	5,459.73
220 - Proposition A Local Return	1,188.15
245 - Landscape Maintenance District #1	159.16
255 - Park Athletic	4,030.63
311 - Street Improvement	2,974.54
510 - Water Operations	274,875.73
520 - Water Capital	72,212.32
610 - Equipment Replacement	97,536.57
611 - Park Equipment Replacement	566.76
Grand Total:	723,133.93

Account Summary

Account Number	Account Name	Payment Amount
100-000-2285.000	Employee Association D...	640.00
100-000-2508.000	Garnishment	900.26
100-000-2510.000	PERS	11,798.21
100-000-2515.000	Health Insurance	5,622.96
100-000-2535.000	Accident Insurance	619.35
100-000-2540.000	Dental Insurance	2,973.41
100-000-2550.000	Federal Withholding	18,524.84
100-000-2555.000	State Withholding	6,169.79
100-000-2560.000	Deferred Compensation	12,761.62
100-000-4320.000	Administrative Citations	4,000.00
100-000-4450.000	Museum Admission	100.00
100-110-5207.000	Medicare	9.52
100-110-5217.000	PERS Tier 3 (2%@62)	25.88
100-110-5430.000	Conferences and Meetin...	441.98
100-110-5755.000	Special Department Supp..	139.36
100-120-5305.000	Legal Services	17,224.00
100-125-5205.000	Health Insurance	3,478.32
100-125-5207.000	Medicare	251.64
100-125-5215.000	PERS Tier 1 (2.5%@55)	700.21
100-125-5216.000	PERS Tier 2 (2%@60)	807.58
100-125-5217.000	PERS Tier 3 (2%@62)	308.88
100-125-5345.000	Contractual Services	5,877.06
100-125-5415.000	Communications	19.74
100-125-5430.000	Conferences and Meetin...	3,087.34
100-125-5755.000	Special Department Supp..	12.99
100-130-5205.000	Health Insurance	1,617.34
100-130-5207.000	Medicare	95.91
100-130-5215.000	PERS Tier 1 (2.5%@55)	150.99
100-130-5216.000	PERS Tier 2 (2%@60)	202.35
100-130-5217.000	PERS Tier 3 (2%@62)	257.02
100-130-5410.000	Advertising	823.10
100-130-5420.000	Mileage Reimbursement	24.65
100-130-5425.000	Dues and Memberships	129.00
100-130-5505.000	Office Supplies and Expe...	267.77
100-130-5710.000	Equipment Maintenance	282.31
100-130-5755.000	Special Department Supp..	3,480.14
100-210-5205.000	Health Insurance	3,138.20
100-210-5207.000	Medicare	113.88
100-210-5215.000	PERS Tier 1 (2.5%@55)	230.22
100-210-5216.000	PERS Tier 2 (2%@60)	487.45
100-210-5217.000	PERS Tier 3 (2%@62)	132.61

Account Summary

Account Number	Account Name	Payment Amount
100-210-5345.000	Contractual Services	3,055.69
100-210-5505.000	Office Supplies and Expe...	213.30
100-230-5205.000	Health Insurance	348.61
100-230-5206.000	Health Insurance Retirees	4,283.85
100-230-5207.000	Medicare	27.71
100-230-5217.000	PERS Tier 3 (2%@62)	136.70
100-230-5345.000	Contractual Services	356.00
100-230-5755.000	Special Department Supp..	249.58
100-330-5320.000	Sheriff Contract	1,528.07
100-333-5340.139	Professional Services	15.99
100-333-5520.139	Supplies	193.20
100-333-5755.000	Special Department Supp..	58.85
100-335-5205.000	Health Insurance	652.51
100-335-5207.000	Medicare	65.06
100-335-5345.000	Contractual Services	5,338.80
100-335-5710.000	Equipment Maintenance	26.99
100-410-5205.000	Health Insurance	4,770.14
100-410-5207.000	Medicare	227.06
100-410-5217.000	PERS Tier 3 (2%@62)	1,238.86
100-410-5340.000	Professional Services	114.03
100-410-5345.000	Contractual Services	2,704.91
100-410-5410.000	Advertising	265.43
100-410-5415.000	Communications	25.89
100-410-5430.000	Conferences and Meetin...	1,212.41
100-410-5505.000	Office Supplies and Expe...	190.72
100-410-5720.000	Fuel	59.46
100-410-5755.000	Special Department Supp..	52.41
100-440-5345.000	Contractual Services	19,348.01
100-440-5415.000	Communications	1,512.63
100-440-5525.000	Equipment Under \$5k	188.92
100-440-5605.000	Rents and Leases	958.69
100-605-5205.000	Health Insurance	1,727.09
100-605-5207.000	Medicare	111.66
100-605-5216.000	PERS Tier 2 (2%@60)	143.71
100-605-5217.000	PERS Tier 3 (2%@62)	445.89
100-605-5345.000	Contractual Services	8,407.50
100-605-5420.000	Mileage Reimbursement	55.28
100-610-5205.000	Health Insurance	2,840.02
100-610-5207.000	Medicare	116.43
100-610-5216.000	PERS Tier 2 (2%@60)	275.19
100-610-5217.000	PERS Tier 3 (2%@62)	200.83
100-710-5205.000	Health Insurance	4,348.79
100-710-5207.000	Medicare	100.61
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	957.33
100-710-5420.000	Mileage Reimbursement	43.88
100-710-5505.000	Office Supplies and Expe...	60.63
100-710-5705.000	General Maintenance	11,323.13
100-710-5755.000	Special Department Supp..	24.26
100-730-5205.000	Health Insurance	2,171.17
100-730-5207.000	Medicare	206.60
100-730-5215.000	PERS Tier 1 (2.5%@55)	871.14
100-730-5345.000	Contractual Services	11,580.85
100-730-5410.000	Advertising	614.00
100-730-5415.000	Communications	29.40
100-730-5505.000	Office Supplies and Expe...	328.52
100-730-5755.000	Special Department Supp..	99.00

Account Summary

Account Number	Account Name	Payment Amount
100-735-5755.000	Special Department Supp..	43.64
100-735-5755.118	Founder's Day	9,352.46
100-740-5205.000	Health Insurance	4,691.57
100-740-5207.000	Medicare	139.64
100-740-5215.000	PERS Tier 1 (2.5%@55)	276.71
100-740-5216.000	PERS Tier 2 (2%@60)	454.33
100-740-5217.000	PERS Tier 3 (2%@62)	268.50
100-740-5350.000	Tree Trimming Contract	12,585.00
100-740-5405.000	Utilities	3,102.95
100-740-5415.000	Communications	25.89
100-740-5515.000	Uniform Expense	255.54
100-740-5705.000	General Maintenance	580.54
100-740-5710.000	Equipment Maintenance	481.02
100-750-5207.000	Medicare	38.33
100-750-5405.000	Utilities	196.86
100-750-5410.000	Advertising	44.38
100-750-5415.000	Communications	24.29
100-750-5755.000	Special Department Supp..	83.62
205-610-5205.000	Health Insurance	1,721.66
205-610-5207.000	Medicare	77.13
205-610-5217.000	PERS Tier 3 (2%@62)	334.72
205-610-5335.000	Maintenance & License ...	755.55
205-610-5405.000	Utilities	2,047.42
205-610-5705.000	General Maintenance	893.30
205-620-5350.000	Tree Trimming Contract	12,585.00
205-620-5705.000	General Maintenance	119.97
205-810-5806.374	Narbonne South Pipe Re...	3,704.39
209-810-5806.374	Narbonne South Pipe Re...	3,704.39
211-347-5340.000	Professional Services	4,379.73
211-347-5771.000	Infrastructure Projects P...	1,012.50
211-810-5806.359	Downtown Lomita Stor...	67.50
220-340-5205.000	Health Insurance	513.80
220-340-5207.000	Medicare	22.67
220-340-5215.000	PERS Tier 1 (2.5%@55)	79.47
220-340-5216.000	PERS Tier 2 (2%@60)	28.11
220-340-5217.000	PERS Tier 3 (2%@62)	45.77
220-340-5345.000	Contractual Services	498.33
245-720-5405.000	Utilities	159.16
255-760-5345.000	Contractual Services	1,600.00
255-760-5506.000	Sport Supplies	2,430.63
311-810-5806.368	Street Reconstruction - ...	2,160.00
311-810-5806.380	Sidewalk Improvement P...	814.54
510-000-4715.000	Connection Fees	711.80
510-110-5207.000	Medicare	1.11
510-110-5217.000	PERS Tier 3 (2%@62)	2.88
510-125-5205.000	Health Insurance	936.73
510-125-5207.000	Medicare	60.64
510-125-5215.000	PERS Tier 1 (2.5%@55)	123.57
510-125-5216.000	PERS Tier 2 (2%@60)	269.19
510-130-5205.000	Health Insurance	373.94
510-130-5207.000	Medicare	21.69
510-130-5215.000	PERS Tier 1 (2.5%@55)	34.44
510-130-5216.000	PERS Tier 2 (2%@60)	50.59
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	120.88
510-220-5215.000	PERS Tier 1 (2.5%@55)	76.75
510-220-5216.000	PERS Tier 2 (2%@60)	452.35

Account Summary

Account Number	Account Name	Payment Amount
510-220-5217.000	PERS Tier 3 (2%@62)	221.04
510-220-5345.000	Contractual Services	1,018.56
510-220-5505.000	Office Supplies and Expe...	2,921.56
510-230-5205.000	Health Insurance	198.12
510-230-5207.000	Medicare	28.20
510-230-5217.000	PERS Tier 3 (2%@62)	144.65
510-440-5345.000	Contractual Services	5,491.16
510-440-5415.000	Communications	1,023.09
510-630-5205.000	Health Insurance	10,116.06
510-630-5207.000	Medicare	471.46
510-630-5215.000	PERS Tier 1 (2.5%@55)	605.23
510-630-5216.000	PERS Tier 2 (2%@60)	1,009.65
510-630-5217.000	PERS Tier 3 (2%@62)	1,327.80
510-630-5336.000	Permit & Assessment Fe...	153.23
510-630-5338.000	Underground Service Ale...	93.83
510-630-5340.000	Professional Services	2,244.34
510-630-5345.000	Contractual Services	7.50
510-630-5405.000	Utilities	288.02
510-630-5415.000	Communications	76.48
510-630-5435.000	Training and Education	549.92
510-630-5440.000	Water Purchases - MWD	239,709.20
510-630-5443.000	Water Production Supply...	177.43
510-630-5505.000	Office Supplies and Expe...	30.90
510-630-5510.000	Small Tools	8.80
510-630-5705.000	General Maintenance	876.06
510-630-5755.000	Special Department Supp..	97.02
520-840-5821.239	Appian Way Roof	2,760.00
520-840-5821.357	246th-247th-247th Pl - ...	6,240.00
520-840-5821.365	CWPF Upgrades Project	24,665.50
520-840-5821.372	Annual Aged Pipeline R...	6,240.00
520-840-5821.374	Narbonne South Pipe Re...	17,842.82
520-840-5821.377	Second Well Evaluation	14,464.00
610-910-5825.000	Equipment Over \$5k	97,536.57
611-910-5705.000	General Maintenance	566.76
	Grand Total:	723,133.93

Project Account Summary

Project Account Key	Payment Amount
None	640,470.79
205-Narbonne South Pipe Replacement	3,704.39
209-Narbonne South Pipe Replacement	3,704.39
211-810	67.50
246th St., 247th Pl., 247th St.-Western	6,240.00
311-Street Reconstruction-Zone G	2,160.00
520-Narbonne South Pipe Replacement	17,842.82
Annual Aged Pipeline R&R	6,240.00
Appian Way Roof	2,760.00
Cypress Water Production	24,665.50
Second Well Evaluation	14,464.00
Sidewalk Improvement Program	814.54
	Grand Total:
	723,133.93



CITY OF LOMITA CITY COUNCIL REPORT

Item No. 7c

TO: City Council
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: June 20, 2023
SUBJECT: Monthly Report for the Administrative Services Department

RECOMMENDATION

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

BACKGROUND

Accounting Activities:

- Staff participated in LACMTA's FY23 Consolidated Audit Kickoff Workshop
- Conducted Panel Interview for Accountant (Payroll)
- Conducted Finance Committee Meeting
- Staff participated in Harassment Training

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

<i>Journal Entries/Adjustments</i>	8
<i>Payroll Updates/Maintenance Changes</i>	17 / 0 New Hires
<i>Purchase Orders Issued</i>	5
<i>Purchase Orders Paid</i>	16
<i>Invoices Processed for Payment</i>	239
<i>Checks Processed (Demands & Manual)</i>	160
<i>Payroll Checks Processed</i>	172
<i>Business Licenses Issued (New / Renewals)</i>	30/62
<i>Water Utility Bills Mailed/Late Notices Issued</i>	<i>Water Utility Bills Mailed 3934</i>
<i>Service Orders Issued (for Water Accounts)</i>	63

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: June 20, 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 May, Numa Networks assisted with a total of 164 trouble tickets.

Human Resources/Risk Management

The City currently has six (6) open recruitments; Water Service Technician I, Water Service Technician II, and Engineering Intern in the Public Works Department, and Recreation Leader-Parks and Recreation Leader-Receptionist in the Recreation and Facilities Division and Parking Enforcement Supervisor in the City Manager's Department. The Recreation Supervisor recruitment closed on May 8, 2023. Applications are currently being reviewed. The most qualified applicants will be invited to participate in a panel interview.

Shelton Bass accepted the position of Accountant/Payroll, in the Administrative Services Department, and began work on June 1, 2023. Gabriel Maldonado accepted the position of Maintenance Aide, in the Public Works Department, and began work on June 5, 2023.

All City Council members and most management staff attended a 2-hour Harassment Prevention training session on May 11, 2023. Training was conducted by Attorney Shauna Amon with BBKLaw.

Emergency Management

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 took much longer than expected, significantly putting the project behind schedule. The city was granted a one-year extension to complete the project due to this delay. Staff recently reached out to CalOES again to inquire about next steps should the city need to request a budget increase, scope of work change, and/or another time extension related to this project. The City of Los Angeles' permit fees are much higher than originally estimated, labor and material costs have increased, and potholing revealed oily soil requiring staff to consider detouring the original layout. Staff will review and take appropriate measures to comply with grant requirements.

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). On June 7, 2023, staff received notification that FEMA approved the request and awarded Lomita \$72,680 for the project costs and \$3,622 for grant management costs. Staff had the official "kick-off" meeting with CalOES on June 12 and will be working on releasing an RFP in the near future.

Staff held a meeting with the Area G DMAC to conduct a preliminary review of Lomita's Emergency Response. Staff anticipates presenting a summary of our review, efforts, and recommendations related to emergency preparedness and management to the City Council in July.

Staff conducted inventory of the pre-positioned antibiotics and returned the expired medication to the County warehouse in Santa Fe Springs on June 13. Staff is also actively working on completing the After Action Report related to COVID-19 which is required by the state.

Lomita Manor

As COVID restrictions continue to be lifted, the Lomita Manor property management company, HumanGood, has restored several activities that have been previously postponed due to COVID. These activities include Exercise/Chair class, Coloring class, and Seasonal Holiday activities such as the St Patrick's Celebration and Easter Egg Craft. Additional activities that have been added/restored include Bingo, Walking Group and Monthly Celebrations of residents' birthdays with cake. The property management team will continue to explore additional activities for the residents at Lomita Manor. In addition to these activities, Lomita Manor's Recreation room is open to the residents. Two different presentations occurred in the month of May for Lomita Manor Residents. LA County Fire presented on safety preparedness such as earthquakes and fires. Yellow Cab had a presentation on its Dial-A-Ride program's benefits.

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 2023-24, a total of two projects are scheduled to be completed. The new fiscal year will begin next month on July 1st.

Lifeline: The Lifeline program provides emergency response service for a total of 20 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

- Continued work with ECS Imaging regarding Laserfiche repository improvements
- Continued work on agenda management and meeting video streaming project implementation
- Staff attended Laserfiche Conference in Long Beach

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 May

Council Meeting Agenda & Minutes Prepared	5/3
Council Resolutions Adopted & Processed	4
Housing Authority Agenda & Minutes Prepared	1/1
Contracts/Agreements Processed	4
Ordinances Adopted & Published	6
Certificates Prepared	13
Public Records Requests Processed	11
Dial-a-Ride New Cards Issued	8
Dial-a-Ride Payments Processed	30
Dial-a-Ride Assistance-Phone/Counter	73
Administrative Parking Appeals Reviewed & Processed	39
Parking Citations Issued & Processed	891
Parking Citations Assistance – Phone/Counter	81
Planning Commission Meeting Agenda & Minutes Prepared	1/1
Planning Commission Resolutions Processed	2
Public Safety & Traffic Commission Agenda & Minutes Prepared	1/1
Technical Traffic Advisory Committee Agenda & Minutes Prepared	0/0
Scanned & Indexed Documents	33
Water Billing Payments and Assistance- Phone/Counter	134

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENTS

None.

Prepared by:

Gary Sugano

Gary Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: June 20, 2023

SUBJECT: Monthly Report for the Community & Economic Development Department

RECOMMENDATION

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

DISCUSSION

Economic Development

The City of Lomita recently announced grant award winners for our Job Creation and Façade Improvement Programs, and now the projects are coming to life! The Job Creation Program awards up to \$10,000 to fund the creation of a new job and the Façade Improvement Program awards up to \$25,000 for façade improvements. Both programs are fully funded by the American Rescue Plan Act. As of June 1, four businesses are fully approved:

- Corridor Flow; Job Creation award issued May 16
- Offset Coffee; Job Creation award issued May 22
- Burnin Daylight Brewing Company; Facade Improvement award issued May 22
- Still Got It Fitness; Facade Improvement award issued May 23

Planning

- Staff initiated outreach to advise of the updated outdoor dining regulations (**Attachments A & B**).
 - Flyers: placed in lobby & available to Code Enforcement to hand out as needed in the field
 - E-newsletter: 4 publications in May & June
 - Social media: posted on sites in May

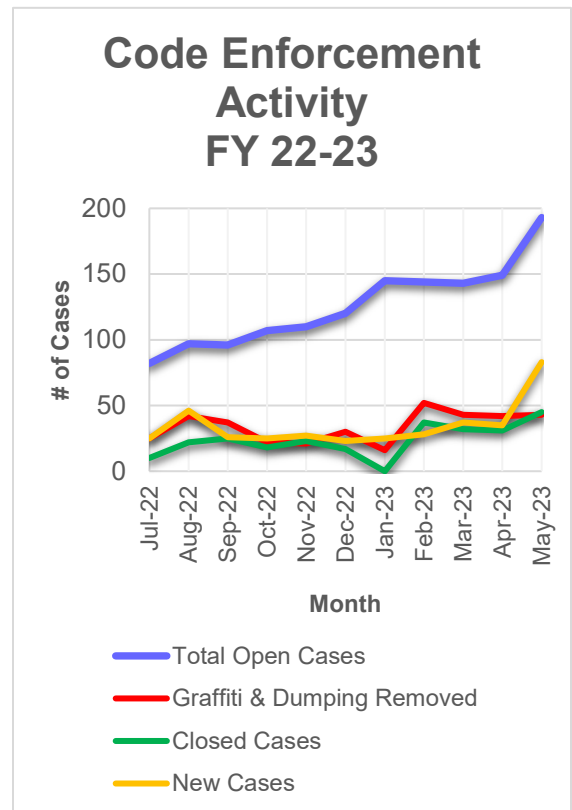
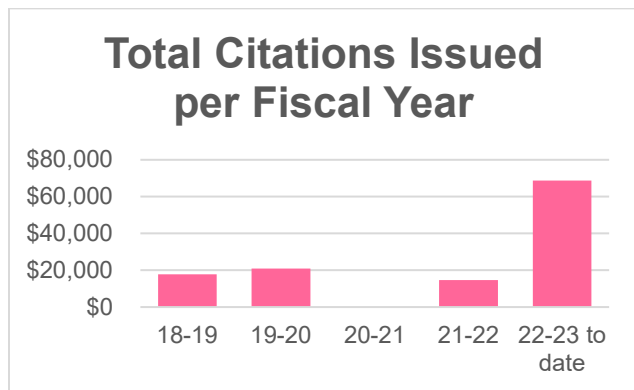
- Physical newsletter: sent for print in June
 - Lomita Chamber Business Meeting: Director attended May 31st with flyers
 - Founder’s Day Weekend: Director attending with flyers
 - E-mail sent to businesses who received prior approval through the COVID-19 allowances
- The Planning Commission voted to approve the following entitlements for **25820 Lucille Avenue** at the May 8, 2023, meeting. The appeal period for each application decision ends June 7, at which point the approval is deemed final and the applicant may apply for building permits.
- site plan amendment to allow:
 - 2 previously unpermitted units totaling 1,658 ft²
 - previously unpermitted expansion of units 204, 205, & 206
 - up to 50% of ground floor space for service uses
 - a variance to remove the loading zone requirement
 - a minor conditional use permit for a shared parking arrangement
- 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 Specific Plan update	Adopted; in effect Feb. 16, 2023		
Low-Barrier Navigation Centers	Adopted; in effect April 20, 2023		
Supportive Housing update	Adopted; in effect April 20, 2023		
Transitional Housing update	Adopted; in effect April 20, 2023		
Employee Housing	Adopted; in effect April 20, 2023		
Reasonable Accommodation update	Adopted; in effect April 20, 2023		
Covered Parking	Adopted; in effect April 20, 2023		
Emergency Shelter Parking	Adopted; in effect April 20, 2023		
Substandard Living Conditions	Adopted; in effect April 20, 2023		
Unused Zoning Districts clean-up	Adopted; in effect April 20, 2023		
Designated Parking, Signage	Adopted; in effect May 18, 2023		
Massage clean-up	Adopted; in effect June 1, 2023		
Outdoor Dining update	Adopted; in effect June 15, 2023		
Lot Design clean-up for consistency with adopted Ord. No. 839	Adopted; in effect June 15, 2023		
Chickens update	Adopted; in effect June 15, 2023		
ADU update	Dec. 2022	May 2023	June 2023
Murals	March 2023	July 2023	Aug. 2023
Clean-Up to Add Missing Permitted Uses within Commercial Zones	n/a	July 2023	Aug. 2023

- This spring, staff completed outreach via the physical and printed newsletters to educate residents about the health & safety importance of clear addresses on structures. This summer, staff will affix door hangers while in the field when appropriate (**Attachment C**).
- Staff met with multiple property owners and developers and completed review of residential and commercial building permits, solar, wireless facilities, business licenses, and Residential Property Reports.

Code Enforcement

The addition of a part-time contract Code Enforcement officer in February to augment the full-time officer’s efforts yielded a significant increase in citywide code compliance, including enforcement of illegal dumping and graffiti as shown in the charts.



OPTIONS

None. Information only. Receive and file.

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



Updated Outdoor Dining Standards



Purpose

To encourage outdoor dining that is safe and compatible with surrounding land uses in a post-pandemic Lomita.

Permits

- Encroachment Permit required for outdoor dining on public property
- Site Plan Review and/or Conditional Use Permit amendment may be required to expand operations on private property

SCAN TO APPLY



Standards



- Outdoor dining area should not interfere with visibility, vehicular or pedestrian mobility, or access to public facilities
- Dining area should be located adjacent to business and there should still be a minimum cleared sidewalk width of 6'



- 1 space of off-street parking required per 150 sq. ft. of outdoor dining area



- For dining in the public right-of-way, dining infrastructure should be temporary, such that tables and chairs can be moved daily
- Design, quality, colors, & materials for outdoor space should match the connected building



- Umbrellas permitted as long as they do not contain advertising
- Outdoor heaters permitted with standards
- Outdoor cooking & live music requires a Special Event Permit
- Must comply with City's noise limits



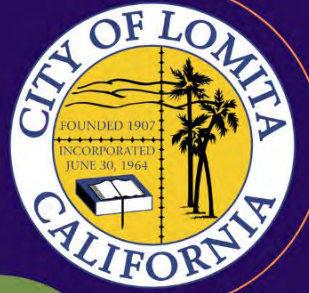
- Temporary tents are no longer permitted
- Permitted at businesses with a full kitchen



**For more details, please see
Lomita Municipal Code Sec. 11-1.68.06**

**Further questions?
dutyplanner@lomitacity.com**

Updated Outdoor Dining Standards



Enforcement begins July

Encouraging outdoor dining that is safe & compatible with surrounding land uses in a post-pandemic Lomita



Permitted Dining Options




- Encroachment Permit required for outdoor dining on public property
- Site Plan Review and/or Conditional Use Permit amendment may be required to expand operations on private property
- Outdoor cooking/live music requires Special Event Permit
- Must comply with City's noise limits
- Dining area should not interfere with visibility, mobility, or access to public facilities
- Dining area located adjacent to business with a minimum 6' sidewalk width
- 1 off-street parking space per 150 ft² dining area
- Permitted at businesses with a full kitchen
- Dining infrastructure within public right-of-way shall be movable
- Design, quality, colors, and materials for outdoor space should match the connecting building
- Umbrellas are permitted without advertising
- Outdoor heaters are permitted with standards
- Temporary tents no longer permitted




To apply: LomitaCA.viewpointcloud.com

For details, please see Lomita Municipal Code Sec. 11-1.68.06

Further questions? dutyplanner@lomitacity.com



**CLEARLY POSTED
STREET ADDRESSES
CRITICAL FOR
EMERGENCY
PERSONNEL**




318 36 3525

Street addresses on homes, apartments, and commercial buildings are extremely important to police and fire personnel during times of emergencies. When every second counts, having address numbers visible from the street fronting the property is critical. Police, firefighters, and paramedics depend on this identification when responding to requests for aid. In addition, crime watch groups can easily identify where criminal activity is taking place and be more helpful to police.

Street numbers should be...

- At least four inches in height
- A contrasting color to the background
- Not be blocked by plants, shrubs or other obstructions

For more information, scan this QR code:



8634 555



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7f**
FROM: Ryan Smoot, City Manager
PREPARED BY: Michael M. Sansbury, Recreation & Facilities Manager
MEETING DATE: June 20, 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

- Summer newsletter has been mailed out to residents.
- Staff is working on Fall Recreation Newsletter.
- Summer sign-ups for non-residents starting on June 1.
- Weekly rentals have increased for end of year school celebrations.
- Staff held its annual Memorial Day Ceremony on May 29, 2023, with a solid turnout.
- Staff assisted in this year's "Follow Me, I am Gang and Drug Free" Walk held on June 2nd with 347 5th graders.
- The Night at the Museum was a big success with approximately 200 guests.
- Staff are out promoting this year's Founders Day weekend.
- Founders Day planning and meetings have begun and are on track for success.
- Staff are gearing up for summer camps, teen programs, and movies under the stars.

YOUTH SPORTS

- Youth Soccer is ongoing and ends on June 17. There are 333 children enrolled on 24 teams

ADULT SPORTS

- Men's Basketball leagues to resume in July.
- Soccer leagues begin in July.

PROGRAM REGISTRATIONS

- Summer registrations begin May 15 for residents and June 1st for non-residents.

MAINTENANCE AND FACILITIES

- Repaired switch at exterior light post next to flagpole at front of City Hall.
- Replaced a Flowise elongated toilet in the women's restroom 1st floor at City Hall.
- Installed new partitions for the women's restroom 1st floor at City Hall.
- Replaced all 5 AED pads. (3) Lomita Park, (1) City Hall, and (1) at the Railroad Museum.
- Scheduling a major servicing for the emergency generator
- Assisting the fiber optic contractor at Lomita Park and City Hall
- Replace photocells that control the exterior lighting in the foyer at the entrance of City Hall.
- Purchased and installed 3 new cameras (2) in the interior of the Tom Rico Center and (1) on the exterior of the southside of the Marc Fosnaugh Gymnasium.
- The sewer drains were cleared out in the exterior women's restrooms at the Stephenson Center at Lomita Park.
- Replaced 2 angle stops to the lavatory sink at the City Yard restroom.
- Staff replaced the outdoor flags in front of City Hall. The flags were also replaced at Veteran's Park.

PROJECTS COMPLETED:

- Continued participating in Capital Improvement Project planning sessions with Public Works Department.
- Provided input, data, and information for Request for Proposals for Railroad Museum and Tom Rico Center roofing and rehabilitation projects.
- Completed multiple administrative functions to support youth soccer program.
- Conducted on-site weekend supervision for youth soccer program.
- Trained part-time staff to organize and oversee youth sports programs.
- Completed grant applications for a Los Angeles County Supervisor Fourth District. Discretionary Grant for Founder's Day Entertainment.
- Completed marketing materials for Lomita Park Basketball Camp.
- Completed Prop 68 progress report.

PROJECTS IN PROGRESS:

- Continuing to oversee youth soccer supervision and training/mentoring part-time staff.
- Researching project funding options for Irene Lewis Park project. Explored combining funding from the LWCF Competitive Program and LA County Measure A Program. Provided additional information to assist Senior Civil Engineer in developing request for proposals for park design.

- Developing site plans to install tables and benches for Hathaway and Lomita Parks. Tables to be installed on June 14th.
- Monitoring information regarding updates and meetings pertaining to the City's allotment from LA County Measure A.
- Developing agenda and determining staffing needs 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. 7g**
FROM: Ryan Smoot, City Manager
PREPARED BY: Carla Dillon, P.E., Director of Public Works
MEETING DATE: June 20, 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. The State's Division of Drinking Water (DDW) and the Los Angeles Regional Water Quality Control Board (RWQCB) have been investigating possible sources of benzene, and information is available at <https://www.lomitawater.com/news/>.

In May 2023, 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 May 2023, the City imported 160.5 acre-feet from West Basin MWD. Monthly water reports can be found at www.lomitawater.com/oversight/water-quality-reports/.

The City resumed its water tours at the Cypress Water Production Facility in Summer of 2022 after a two-year hiatus. A tour was hosted on May 13th for 6 community members. Residents who are interested in touring the facility may sign up for a monthly tour at <https://www.lomitawater.com/water-tours/>.

In May, the annual Consumer Confidence Report (CCR) for 2022 was completed and posted on-line at <https://www.lomitawater.com/ccr2022/>. This report provides water system information to customers about water quality and is required by the state's Division of Drinking Water. Customers were alerted to the availability of the report through their water bill, newsletters, and social media.

The electronic Annual Report (eAR) is an extensive annual report required of water systems through an on-line portal. The report covers many topic areas including service population, connections and types, sources of water, charges, revenue, backflow testing, staff certifications, CIP projects, complaints, and distribution system, among others. The eAR was completed by staff and submitted by the May 11 due date.

Water Division Performance Measures:

Main Breaks/Leak Repairs	1
Service Connection Breaks/Leaks	2
Water Outages	1
Water Service Requests	40
USA Dig-Alert Tickets	84
Dead-end Fire Hydrant Flushing	8
Meter Maintenance	8
Inspection of Water Facilities	Daily
Water Quality Complaints	1

Engineering/PW Administration Division Updates

CIP Update

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 continue 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).

Progress	As of May 31, 2023
Percent Project completion	98%
Overall Project, invoiced/approved	\$4,324,971
Overall Project budget (approved contracts)	\$4,835,131

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 G

This project consists of overlaying and reconstructing certain streets in Zones G (just north and south of Lomita Boulevard and east of Eshelman Avenue), 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.

The design of the project was awarded to David Evans and Associates (DEA) in July 2022 and is scheduled to be completed in 2023, and construction is programmed for Spring-Summer 2024. Extensive field investigation and sampling have taken place to evaluate the road condition on the 17 streets included in this project. The City has received these technical reports. In addition, DEA is identifying ramps that need upgrades in the project zone, and they are working on detailed design, which is expected in July 2023.

Progress	As of May 31, 2023
Percent Project completion	20% (of design)
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 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. The permit fees for Lomita to work in the City of Los Angeles’ Right-of-Way is approximately \$316,000. Lomita staff is exploring options to reduce this fee.

Onward Engineering has completed one round of potholing. A second round of potholing will be completed in June as a pipeline was identified that would conflict with the planned alignment. Following this, the final design will be resubmitted to the City for final review.

Progress	As of May 31, 2023
Percent Project completion	85% (of design)
Overall Project, invoiced/approved	\$102,248
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 June 2023. Construction of the project was scheduled for Summer 2023; however, this timeline will be reconsidered due to circumstances described below.

For the month of May 2023, AEPC Group addressed comments from the City and delivered the 100% final design package for the project. Due to the long lead time for

generators (~60 weeks), AEPC Group has investigated 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. Quotes for rental generators and quotes for the procurement of the final generator, to be owned by the City, have been received.

Progress	As of May 31, 2023
Percent Project completion	95% (of design)
Overall Project, invoiced/approved	\$52,030
Overall Project budget	\$76,365

Narbonne Avenue Water Replacement and Street Rehabilitation Project

This project consists of constructing approximately 1,600 linear feet of PVC water pipeline on Narbonne Avenue from PCH to the southern end of the City of Lomita. Per the proposed 2015 Water Master Plan, the proposed watermain will be a new 8-inch PVC water main to provide improved flow, pressure, and fire protection. This new water main will replace the existing 1928 6-inch and 8-inch water mains.

Design of the project was awarded to David Evans and Associates in December 2022 and is scheduled to submit a 60% preliminary design package to the City in June 2023. David Evans and Associates are investigating the current condition of the pavement prior to the 60% submittal. The final PS&E is scheduled to be completed in the third quarter of 2023.

Progress	As of May 31, 2023
Percent Project completion	10% (of design)
Overall Project, invoiced/approved	\$0
Overall Project budget	\$199,940

New Groundwater Well Feasibility Study

The purpose of this study is to identify preliminary locations where construction of a new groundwater well is feasible. The installation of a new well would 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, and in its last year of normal operations, CY 2018, Well No. 5 only produced 561 ac-ft of groundwater.

In February 2023, this study was awarded to Stetson Engineering, Inc, who is currently acquiring and reviewing data. A preliminary report is expected to be submitted in June. The study and final report are scheduled to be completed in July 2023.

Progress	As of May 31, 2023
Percent Project completion	35%
Overall Project, invoiced/approved	\$29,682.75
Overall Project budget	\$63,135

Appian Way Pump Station Roof Project

This project will consist of designing and constructing a new roof for the Appian Way Pump Station. The design contract has been awarded to Tetra Tech, Inc. and the team has begun field investigations.

Stephenson Center Maintenance Project

This project consists of design and construction for upgrades to the restroom facilities as well as restoration/replacement of the three-level roof at The Stephenson Center in Lomita Park and upgrades to the men’s and women’s restrooms. The Project design has been awarded to BOA Architecture, and work will begin soon.

Encroachment Permit Review/Approval

For the month of May 2023, staff received and reviewed 18 encroachment permit applications from various utility companies, contractors, and residents. Permits were issued to 15 applicants. Public Works now has an on-line portal for encroachment permitting, available at <https://lomitaca.viewpointcloud.com/categories/1081>.

Public Safety and Traffic

Public Safety and Traffic Commission (PS&TC) met in May. Staff provided updated on the CIP projects including the Traffic Calming Project. The PS&TC also discussed the “Follow Me, I’m Drug and Gang-Free” Walk, and judged poster submissions. New Commissioner Jessiqa Pace was provided PS&TC information and welcomed.

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

The Streets and Trees Division provided maintenance to Palos Verdes Drive North every working Friday, hung street banners, provided weed control to PCH and Lomita Blvd around the planters and medians, cleaned up debris and provided weed control to five alleys, and provided weed control on Narbonne Ave.

Parks Division:

Mowed Park Grounds, number of times	24
Playground Safety Inspections	12
Raised Median/Planter Weeding	33
Park Grounds Fertilize	4
Museum/City Hall Grounds Maintenance	4
Sprinkler Repair/Replacement	18
Trimmed Hedges/Trees (City grounds)	17

Streets and Trees Division:

Trees Trimmed (by Crew)	43
Trees Trimmed (by Contractor)	113
Trees/Stumps Removed	2
Graffiti Locations Cleaned	74
Sidewalk Maintenance	232
Curb/Gutter Maintenance	30
City Drains Cleaned	41
Street Signs Replaced or Repaired	12
Potholes Filled / Patches	63
New work order requests	4
Backlog of work orders	3
Total Trees Planted	0

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. 7h**
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: June 20, 2023
SUBJECT: April 2023 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 summarizes the investment activity for the month and distribution by type of investment, held by the City. The second and third page lists all investments with original maturities exceeding one year as of the month ended April 30, 2023. The fourth 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.

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.

10.70% 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 April 30, 2023.

Staff will continue to monitor recent events in the banking industry to safeguard assets held at various banks.

OPTIONS:

None, information only.

FISCAL IMPACT

None.

ATTACHMENT

1. Treasury and Investment Report for April 2023

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

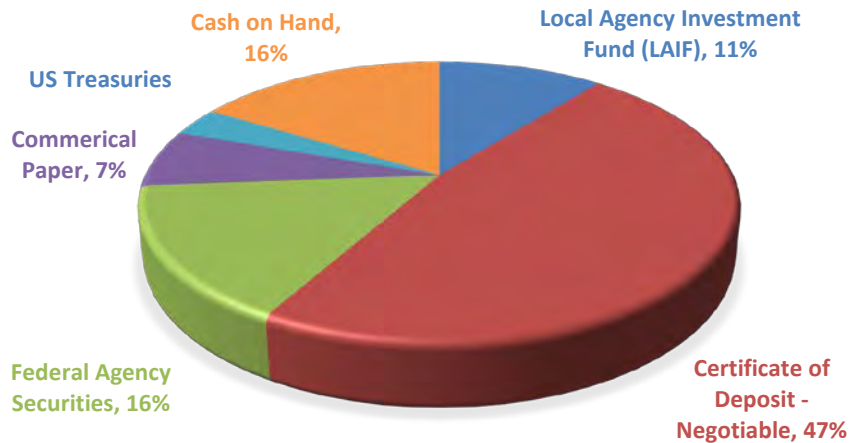


City of Lomita Investment Portfolio Report April 30, 2023

Attachment No 1

Summary of Cash & Investments	Distribution of Cash &				Gain (Loss) on
	Investments	Book Value	Market Value*	Interest Earned	Investment
Local Agency Investment Fund (LAIF)	10.70%	3,251,193.56	3,251,193.56	21,763.48	0.00
Certificate of Deposit - Negotiable	47.49%	14,431,000.00	13,717,064.78	28,559.58	0.00
Federal Agency Securities	15.63%	4,750,000.00	4,490,217.50	6,193.75	0.00
Commerical Paper	6.58%	2,000,000.00	1,729,620.00	0.00	0.00
US Treasuries	3.29%	1,000,000.00	990,310.00	0.00	0.00
Total Pooled Investments	83.69%	25,432,193.56	24,178,405.84	56,516.81	0.00
City of Lomita General Account DDA	16.31%	4,954,581.87	4,954,581.87	0.00	0.00
Total Cash	16.31%	4,954,581.87	4,954,581.87	0.00	0.00
Total Cash & Investments	100.00%	30,386,775.43	29,132,987.71	56,516.81	0.00

City of Lomita Distribution of Pooled Cash



Month to Date & Fiscal Year to Date Interest Earned/ Gain (Loss) on Total Investments

	<u>MTD</u>	<u>YTD</u>
Jul-22	9,063.33	9,063.33
Aug-22	23,738.87	32,802.20
Sep-22	47,967.12	80,769.32
Oct-22	27,178.53	107,947.85
Nov-22	24,490.25	132,438.10
Dec-22	29,003.15	161,441.25
Jan-23	44,965.12	206,406.37
Feb-23	38,269.54	244,675.91
Mar-23	42,610.25	287,286.16
Apr-23	56,516.81	343,802.97
May-23	-	343,802.97
Jun-23	-	343,802.97
	343,802.97	343,802.97

*The Governmental Accounting Standards Board (GASB) has established Statement No. 31 for setting investment valuation standards. We report the unrealized gain/(loss) monthly and book realized gain/(loss) at year end as a GASB 31 requirement.

GASB 31 is a reporting requirement that reports the "Fair Value" of investments held in our portfolio. Fair value is the amount at which a financial instrument (investment) could be exchanged in a current transaction between willing parties at current market prices. It is important to understand the relationship between prevailing interest rates and fixed coupon investments. As market interest rates fall, the "Fair Value" of held securities will rise (unrealized Gains). The opposite occurs as market interest rates rise (market prices of held investments will fall). It should be noted that investments held in the city pool are to be held until maturity so both gains and losses (unrealized) will not be taken.



**City of Lomita
Investment Portfolio Report April 30, 2023**

Account/ Investment Title & Description	Account # CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Local Agency Investment Fund (LAIF)													
City of Lomita	XX-XX-469		N/A	2.870%	3,229,430.08	3,229,430.08	21,763.48		-	3,251,193.56	3,251,193.56	21,763.48	-
Sub Total / Average				2.870%	3,229,430.08	3,229,430.08	21,763.48	-	-	3,251,193.56	3,251,193.56	21,763.48	-
Certificate of Deposit - Negotiable													
PCSB Bank	69324MAL9	02/21/20	02/21/24	1.650%	248,000.00	240,502.96	-	-	1,108.56	241,611.52	248,000.00	347.54	
Third Federal S & L Assn	88413QDA3	08/13/21	08/13/24	0.500%	249,000.00	234,129.72	-	-	1,232.55	235,362.27	249,000.00		
Raymond James Bank NA	75472RBB6	02/14/20	02/14/25	1.750%	248,000.00	233,844.16	-	-	543.12	234,387.28	248,000.00		
Liberty Federal Credit Union	53052LAP4	03/24/23	03/24/25	5.350%	248,000.00	249,855.04	-	-	(225.68)	249,629.36	248,000.00		
Lafayette FCU	50625LAY9	03/31/22	03/31/25	2.200%	249,000.00	235,987.26	-	-	303.78	236,291.04	249,000.00	465.25	
Direct Federal Credit Union	25460FDZ6	02/01/23	05/01/25	4.700%	248,000.00	246,794.72	-	-	(210.80)	246,583.92	248,000.00	989.96	
JPMorgan Chase Bank NA	48128WCJ2	12/03/21	05/16/25	0.800%	248,000.00	227,460.64	-	-	468.72	227,929.36	248,000.00		
Institution for Savings Newburyport MA	45780PBL8	05/20/22	05/20/25	3.100%	247,000.00	237,791.84	-	-	61.75	237,853.59	247,000.00	650.32	
Axiom Bank Maitland FL	05464LBR1	11/30/21	06/13/25	0.700%	249,000.00	226,980.93	-	-	480.57	227,461.50	249,000.00	148.04	
Bank of Princeton	064520BE8	06/26/20	06/26/25	0.600%	210,000.00	190,728.30	-	-	413.70	191,142.00	210,000.00	107.01	
Flushing Bank	34387AFF1	11/04/22	11/04/25	4.700%	249,000.00	247,665.36	-	-	(276.39)	247,388.97	249,000.00	993.95	
BankUnited NA	066519RX9	12/08/21	12/08/25	1.250%	248,000.00	223,656.32	-	-	1,869.92	225,526.24	248,000.00		
USAlliance FCU	90352RCD5	01/28/22	01/28/26	1.350%	249,000.00	227,844.46	-	-	(2,834.37)	225,010.10	249,000.00		
Liberty First Credit Union	530520AF2	02/03/23	02/03/26	4.400%	249,000.00	246,313.29	-	-	(276.39)	246,036.90	249,000.00	951.66	
Truiliant	89789AAH0	03/22/23	03/23/26	5.150%	248,000.00	249,708.72	-	-	(404.24)	249,304.48	248,000.00	1,084.75	
Pentagon FCU	70962LBK7	03/28/22	03/30/26	2.050%	249,000.00	229,236.87	-	-	129.48	229,366.35	249,000.00	433.53	
Kansas State Bank	50116CCV9	03/31/22	03/31/26	2.300%	249,000.00	230,972.40	-	-	84.66	231,057.06	249,000.00	476.45	
Nelnet Bank	64034KAC5	04/15/21	04/15/26	0.700%	248,000.00	218,889.76	-	-	295.12	219,184.88	248,000.00	865.62	
Community West Bank NA	20415QHQ5	04/23/21	04/23/26	0.700%	248,000.00	218,416.08	-	-	376.96	218,793.04	248,000.00	147.44	
State BK India New York NY	856285VS7	05/19/21	05/19/26	1.000%	247,000.00	219,291.54	-	-	368.03	219,659.57	247,000.00		
Toyota Financial Savings Bank	89235MLD1	07/22/21	07/22/26	0.950%	248,000.00	218,329.28	-	-	496.00	218,825.28	248,000.00		
Medallion BK Salt Lake City	58404DLD1	07/30/21	07/30/26	0.800%	248,000.00	217,012.40	-	-	535.68	217,548.08	248,000.00		
Sallie Mae Bank	795451AK9	08/11/21	08/11/26	1.100%	248,000.00	219,006.32	-	-	513.36	219,519.68	248,000.00		
Metro Credit Union	59161YAN6	02/18/22	08/18/26	1.600%	249,000.00	223,382.88	-	-	450.69	223,833.57	249,000.00	338.37	
Texas Exchange Bank	88241TML1	11/26/21	11/27/26	1.200%	249,000.00	218,128.98	-	-	749.49	218,878.47	249,000.00	253.78	
Beal Bank USA	07371CH69	03/02/22	02/24/27	2.050%	248,000.00	222,956.96	-	-	838.24	223,795.20	248,000.00		
Capital One Bank USA NA	14042TFP7	04/27/22	04/27/27	2.900%	248,000.00	229,769.52	-	-	813.44	230,582.96	248,000.00	3,586.15	
Morgan Stanley Bank	61773TDN0	04/29/22	04/29/27	3.000%	246,000.00	228,836.58	-	-	829.02	229,665.60	246,000.00		
Discover Bank	254673G83	06/14/22	06/14/27	3.150%	246,000.00	229,773.84	-	-	733.08	230,506.92	246,000.00		
The Dart Bank	237412AN1	06/08/22	06/15/27	3.250%	249,000.00	233,435.01	-	-	724.59	234,159.60	249,000.00	687.31	
Forbright Bank	34520LAT0	11/02/22	11/02/27	4.600%	249,000.00	246,188.79	-	-	293.82	246,482.61	249,000.00	972.81	
Alliant Credit Union	01882MAC6	12/30/22	12/30/27	5.000%	248,000.00	249,430.96	-	-	121.52	249,552.48	248,000.00	1,053.15	
First Technology Federal	33715LEL0	02/03/23	02/03/28	5.000%	248,000.00	248,111.60	-	-	146.32	248,257.92	248,000.00	1,053.15	
Alaska USA Federal Credit Union	011852AE0	03/08/23	03/08/28	4.600%	249,000.00	246,265.98	-	-	42.33	246,308.31	249,000.00	972.81	
Central Valley Community Bank	15568PAL0	03/31/23	03/31/28	5.300%	248,000.00	248,456.32	-	-	19.84	248,476.16	248,000.00	1,080.33	
Pacific Western Bank	69506YYD5	04/05/23	04/05/28	5.650%			243,000.00	-	1,922.13	244,922.13	243,000.00		
Goldman Sachs Bank USA	38148PN52	05/30/18	05/30/23	3.250%	245,000.00	244,287.05	-	-	335.65	244,622.70	245,000.00		
Austin TelCo FCU	052392BK2	08/12/22	08/11/23	3.200%	249,000.00	247,361.58	-	-	380.97	247,742.55	249,000.00	676.73	
General Electric Credit Union	369674CG 9	01/30/23	01/30/24	5.000%	248,000.00	247,727.20	-	-	367.04	248,094.24	248,000.00		
Grow Financial Federal Credit Union	39981MAC6	03/24/23	03/25/24	5.350%	248,000.00	248,567.92	-	-	471.20	249,039.12	248,000.00	1,126.87	
Wells Fargo Bank	949763ZA7	04/18/19	04/10/24	2.850%	245,000.00	239,480.15	-	-	923.65	240,403.80	245,000.00	593.03	
Live Oak Bkg Co	538036HY3	02/12/20	08/12/24	1.700%	245,000.00	234,180.80	-	-	1,021.65	235,202.45	245,000.00	353.74	
Capital One Natl Assn	14042RNE7	08/23/19	08/21/24	2.000%	245,000.00	235,045.65	-	-	940.80	235,986.45	245,000.00		
Morgan Stanley Private Bk Natl Assn	61760AX53	09/05/19	09/05/24	1.900%	100,000.00	95,692.00	-	-	380.00	96,072.00	100,000.00		
Synchrony Bank	87165FF58	11/30/21	11/29/24	0.850%	245,000.00	228,839.80	-	-	923.65	229,763.45	245,000.00		
Workers Federal Credit Union	98138MBC3	01/27/23	01/27/25	4.700%	249,000.00	247,794.84	-	-	92.13	247,886.97	249,000.00	993.95	
Enerbank USA Salt	29278TMZ0	02/14/20	02/14/25	1.650%	245,000.00	230,486.20	-	-	561.05	231,047.25	245,000.00	343.34	
Merrick Bank	59013KQE9	11/30/21	05/30/25	0.900%	245,000.00	224,694.40	-	-	441.00	225,135.40	245,000.00		
Spokane Teachers Credit Union	849061AA4	11/23/22	11/24/25	5.000%	248,000.00	248,508.40	-	-	(337.28)	248,171.12	248,000.00	1,053.15	



**City of Lomita
Investment Portfolio Report April 30, 2023**

Account/ Investment Title & Description	Account # CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain /(Loss) On Investment
Eaglemark Savings Bank	27004PBD4	04/07/21	04/07/26	0.700%	245,000.00	216,440.35	-	-	284.20	216,724.55	245,000.00	855.15	
Greenstate Credit Union	39573LBL1	06/16/21	06/16/26	0.900%	249,000.00	219,438.72	-	-	438.24	219,876.96	249,000.00	190.33	
UBS Bk USA Salt Lake	90348JQ29	07/14/21	07/14/26	0.900%	249,000.00	218,768.91	-	-	493.02	219,261.93	249,000.00	190.33	
Bank of Frankewing	06221LAE3	11/09/22	11/09/26	4.950%	248,000.00	247,950.40	-	-	14.88	247,965.28	248,000.00	1,042.62	
Baxter Credit Union	07181JAU8	11/22/22	11/23/26	5.000%	248,000.00	248,734.08	-	-	136.40	248,870.48	248,000.00	1,053.15	
Celtic Bank	15118RZT7	11/30/22	11/30/26	4.800%	249,000.00	248,071.23	-	-	186.75	248,257.98	249,000.00		
Dept of Commerce Federal CU	24951TAT2	05/13/22	05/13/27	3.250%	249,000.00	233,674.05	-	-	774.39	234,448.44	249,000.00	687.31	
BMO Harris Bank NA	05600XFW5	06/15/22	06/15/27	3.300%	249,000.00	233,873.25	-	-	719.61	234,592.86	249,000.00	697.88	
Numerica Credit Union	67054NBC6	11/04/22	11/04/27	4.950%	248,000.00	248,768.80	-	-	235.60	249,004.40	248,000.00	1,042.62	
University Bk Ann	914098DQ8	04/03/23	04/03/28	4.850%			248,000.00	-	-	248,000.00	248,000.00		
Sub Total / Average				2.831%	13,940,000.00	13,203,541.57	491,000.00	-	22,523.20	13,717,064.78	14,431,000.00	28,559.58	-
Federal Agency Securities													
Federal Home LN BKS	3130APXC4	12/10/21	12/10/24	1.100%	1,000,000.00	947,210.00	-	-	(2,340.00)	944,870.00	1,000,000.00		
Federal Home LN BKS	3130ALMM3	03/30/21	03/30/26	1.000%	250,000.00	227,287.50	-	-	727.50	228,015.00	250,000.00		-
Federal Home LN BKS	3130AR2B6	03/08/22	03/08/27	2.375%	500,000.00	468,845.00	-	-	(935.00)	467,910.00	500,000.00		
Federal Home LN BKS	3130ARDY4	03/29/22	03/29/27	2.500%	500,000.00	470,320.00	-	-	(955.00)	469,365.00	500,000.00		
Federal Home LN BKS	3130ARGQ8	04/14/22	04/14/27	2.875%	250,000.00	237,807.50	-	-	(490.00)	237,317.50	250,000.00	3,593.75	
Federal Home LN BKS	3130ASD22	06/29/22	06/29/27	3.590%	250,000.00	241,685.00	-	-	(600.00)	241,085.00	250,000.00		
Federal Home LN MTG	3134GXL28	08/17/22	08/17/27	4.150%	250,000.00	243,082.50	-	-	660.00	243,742.50	250,000.00		
Federal Home LN MTG	3134GXQ23	08/25/22	08/25/27	4.250%	250,000.00	244,890.00	-	-	(657.50)	244,232.50	250,000.00		
Federal Home LN MTG	3134GY3F7	11/22/22	11/22/27	5.125%	250,000.00	251,280.00	-	-	(1,190.00)	250,090.00	250,000.00		
Federal Home LN MTG	3134GYF31	01/30/23	01/27/28	5.100%	250,000.00	247,947.50	-	-	(777.50)	247,170.00	250,000.00		
Federal Farm Credit Bank	3133ENC00	11/30/21	10/27/25	1.040%	500,000.00	463,115.00	-	-	(405.00)	462,710.00	500,000.00	2,600.00	
Federal Farm Credit Bank	3133EMB76	05/26/21	05/26/26	0.950%	500,000.00	453,990.00	-	-	(280.00)	453,710.00	500,000.00		-
Sub Total / Average				2.838%	4,750,000.00	4,497,460.00	-	-	(7,242.50)	4,490,217.50	4,750,000.00	6,193.75	-
Commercial Paper													
Bank of America Corp A2	06048WM31	05/28/21	05/28/26	1.250%	1,000,000.00	861,640.00	-	-	10,600.00	872,240.00	1,000,000.00		
Goldman Sachs Corp A2	38150AFK6	04/30/21	04/30/26	1.550%	500,000.00	445,600.00	-	-	1,855.00	447,455.00	500,000.00		
JPMorgan Chase & Co	48128G4R8	08/17/21	08/17/26	1.150%	500,000.00	407,480.00	-	-	2,445.00	409,925.00	500,000.00		
Sub Total / Average				1.317%	2,000,000.00	1,714,720.00	-	-	14,900.00	1,729,620.00	2,000,000.00	-	-
U.S. Treasuries													
US Treasury Note	06048WM31	07/28/22	07/31/23	1.250%	1,000,000.00	988,360.00	-	-	1,950.00	990,310.00	1,000,000.00		
Sub Total / Average				1.250%	1,000,000.00	988,360.00	-	-	1,950.00	990,310.00	1,000,000.00	-	-
Total / Average - Investments				2.22%	24,919,430.08	23,633,511.65	512,763.48	-	32,130.70	24,178,405.84	25,432,193.56	56,516.81	-
Demand Deposit Account (DDA)													
Pacific Western - General Account	XXXX259	N/A	N/A	0.000%	4,982,359.87	N/A	N/A	N/A	N/A	4,982,359.87	4,982,359.87	N/A	N/A
(Outstanding Checks)		N/A	N/A		(27,778.00)	N/A	N/A	N/A	N/A	(27,778.00)	(27,778.00)	N/A	N/A
Sub Total / Average				0.000%	4,954,581.87					4,954,581.87	4,954,581.87	-	-
Total /Cash & Investments					29,874,011.95	23,633,511.65	512,763.48	-	32,130.70	29,132,987.71	30,386,775.43	56,516.81	-



City of Lomita Investment Portfolio Report April 30, 2023

Previous Balance	\$	3,365,116.79
Deposits		3,098,727.77
Disbursements		(1,478,728.29)
Adjustments		(2,756.40)
Current Balance		4,982,359.87

GENERAL LEDGER CASH BALANCES		
General Fund - City Operations		
General Fund - City Operations including LAIF and Investments	100	8,866,138.94
Sub Total - General Fund - City Operations including LAIF and Investments		8,866,138.94
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	1,097,401.48
Measure R Local Fund - Street Projects	207	645,690.58
Measure R Highway Fund - Street Projects	208	(106,536.84)
Measure M Fund - Street Projects	209	657,844.12
Economic Stabilization	210	500,000.00
Measure W Fund - Safe Clean Water Program	211	217,769.61
American Rescue Plan	212	3,400,324.00
CDBG Fund - Housing Programs	215	(1,664.26)
Proposition A Fund - Transportation Projects	220	500,908.58
Proposition C Fund - Transportation Projects	225	2,319,157.28
Transportation Development Act Article 3- Transportation Projects	230	(13,537.51)
Air Quality Fund - Air Quality Projects	235	56,360.36
Landscape Maintenance Fund - Landscape Maintenance District	245	9,730.37
Park Facilities Fee Fund - Quimby Funds	250	453,893.07
Park Athletic Fund - Park Athlete Programs	255	98,313.72
Park Grant Fund - Park Improvement Programs	257	(0.06)
Lomita Manor Fund - Federal Housing Program	260	197,505.04
CA Law Enf. Equip. Program (CLEEP) Fund - Public Safety Equip.	276	6,221.38
Sub Total - Special Revenue Funds		12,556,261.94
Capital Improvement Funds		
Capital Improvement Fund - Capital Improvement Projects	310	184,572.79
Street Improvement Fund - Street Improvement Projects	311	1,218,857.54
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		1,806,919.03



City of Lomita Investment Portfolio Report April 30, 2023

Previous Balance		\$ 3,365,116.79
Deposits		3,098,727.77
Disbursements		(1,478,728.29)
Adjustments		(2,756.40)
Current Balance		4,982,359.87

Proprietary Funds		
Water Operations Fund - Water Operations	510	3,965,937.51
Water Capital Fund - Water Capital Projects	520	686,119.91
Rate Stabilization - Cypress Reservoir Bond	530	125,000.00
Internal Service Fund - Equipment Replacement	610	1,185,275.47
PK Equipment Replacement Fund	611	674,291.71
Sewer Replacement Fund	612	500,000.00
Sub Total - Proprietary Funds		7,136,624.60
Trust and Agency Funds		
Museum Foundation Fund - Railroad Museum Programs	720	21,240.67
Tom Rico Memorial Fund - Park Program Scholarships	730	(409.75)
Sub Total - Trust & Agency Funds		20,830.92
Total		30,386,775.43
Pooled Cash	999	(25,404,415.56)
Grand Total		4,982,359.87



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Laura MacMorran, Associate Planner

MEETING DATE: June 20, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 854 for Zoning Text Amendment No. 2023-06, Amending Lomita Municipal Code Title XI (Planning and Zoning) Modifying Accessory Dwelling Unit (ADU) Regulations, and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDATION

Adopt ordinance.

BACKGROUND

On June 6, 2023, the City Council introduced on first reading an ordinance amending various sections of Lomita Municipal Code Title XI (Planning and Zoning) pertaining to accessory dwelling units (ADUs), and to find the project statutorily exempt from the California Environmental Quality Act. This agenda item is to approve the second reading and adoption of the ordinance.

OPTIONS:

1. Approve the attached ordinance.
2. Do not approve the ordinance.
3. Provide staff with further direction.

FISCAL IMPACT

None.

ATTACHMENTS

1. Ordinance No. 854

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director

Prepared by:

Laura MacMorran

Laura MacMorran
Associate Planner

ORDINANCE NO. 854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR ACCESSORY DWELLING UNITS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals

- A. An existing ordinance addressing accessory dwelling units and junior accessory dwelling units is codified in Title XI of the Lomita Municipal Code.
- B. The City desires to amend Title XI of the Lomita Municipal Code to amend its accessory dwelling unit regulations as necessary to bring them into compliance with Government Code Sections 65852.2 and 65852.22 while retaining local control to the maximum extent permitted under these state law provisions.
- C. Government Code Section 65852.2(a)(1)(B) authorizes cities to impose standards on accessory dwelling units in conformance with state law that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum unit size, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources.
- D. Government Code Section 65852.2(h)(A) provides that the state Department of Housing and Community Development (HCD) is to make findings regarding local agency ordinance compliance with Section 65852.2.
- E. On May 8, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-06 where public testimony was accepted on the item and recommended City Council approval.
- F. On June 6, 2023, City Council held a duly noticed public hearing to consider the proposed text amendment regarding Accessory Dwelling Units.

Section 2. General Plan

This Ordinance's amendments to Title XI of the Lomita Municipal Code are consistent with, and in furtherance of, the City's adopted General Plan as they effectuate the following Policies of the General Plan:

- A. Program 6 requires the City to adopt an amendment to the City's Zoning Code consistent with or less restrictive than State requirements, by spring 2023. This

ordinance is consistent with state law and incentivizes better design by allowing an accessory dwelling unit to have the same height as the principal dwelling unit when meeting the zoning district's principal dwelling unit setbacks.

B. Goal 2's Policy 2.2 commits the City to modify ordinances intended to address a variety of housing types, and Goal 4's Policy 4.4 commits the City to expand opportunities for housing access for those with special housing needs. Accessory dwelling units that exceed 800 square feet or are converted from existing structures adding more than 150 square feet shall design specific building components to accommodate a wheelchair.

Section 3. Environmental Review

The City Council finds and determines that the adoption of an ordinance regarding Accessory Dwelling Units (ADUs) in a single-family or multifamily residential zone to implement the provisions of Government Code Sections 65852.2 and 65852.22 is exempt from CEQA review pursuant to Public Resources Code Section 21080.17. Therefore, this ordinance does not require any environmental review under CEQA.

The Recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 4. Zoning Amendments

Based on the foregoing, the City Council hereby approves the following amendments to the Lomita Municipal Code:

A. Section 11-1.30.06 ("Accessory and junior accessory dwelling units") of Article 30 ("Residential Zones") of Chapter 1 ("Zoning") of Title XI of the Lomita Municipal Code is hereby amended in its entirety to read as follows:

"Section 11-1.30.06. - Accessory and junior accessory dwelling units.

(A) Purpose.

- (1) The purpose of this section is to provide for the creation of accessory dwelling units and junior accessory dwelling units consistent with Sections 65852.2 and 65852.22 of the Government Code, as amended from time to time. In any instance where there is conflict, state law shall govern.

(B) Definitions.

- (1) *Accessory dwelling unit/ADU* has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (2) *Attached* or *Attached ADU* means an ADU that shares at least one common wall with the primary dwelling unit.
- (3) *Converted ADU* means an ADU that is constructed within all or a portion of the legally permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, and storage areas.
- (4) *Detached* or *Detached ADU* means an ADU that is physically separated from, but located on the same lot as, a primary dwelling unit.
- (5) *Existing*. A structure is "existing" if it was legally constructed, and the construction has passed all required final inspections.
- (6) *Junior accessory dwelling unit/JADU* is a unit no more than five hundred (500) square feet in size and contained entirely within a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling. It shall include permanent provisions for living, sleeping, eating, and cooking.
- (7) *Public transit* has the same meaning as that stated in Government Code Section 65852.2 as that section may be amended from time to time.
- (8) *Floor area of an accessory dwelling unit* means, for the purpose of this section, the area of each floor level included within the walls enclosing each dwelling unit. The floor area shall be measured from the outside face of the walls enclosing each dwelling unit including all closet space and storage areas contained within the unit, including habitable basements and attics, but not including unenclosed porches, balconies, or any enclosed garages or carports. For purposes of calculating allowable floor area of accessory dwelling units based on a proportion of the size of the primary residence, only the livable floor area of the primary residence shall be counted. The floor area of any other structures, for purposes of calculating total floor area, lot coverage, or other calculations, shall be calculated in the manner described in the relevant zoning regulations.

(C) *Applicability and permissible use.*

- (1) Accessory dwelling units required by state law. ADUs required by state law are allowed on lots located within a residential or mixed-use zone as provided in Section 65852.2(e) of the Government Code, in compliance with all applicable provisions of subsection (E) of this section, development standards and requirements, except for those provisions which do not allow an ADU otherwise in compliance with

Section 65852.2(e) of the Government Code. An ADU pursuant to Section 65852.2(e)(1)(B) of the Government Code shall be limited to a maximum floor area size of eight hundred (800) square feet. The combination of ADU categories set forth in Section 65852.2(e)(A) through (D) of the Government Code is prohibited.

- (2) Applications for ADUs and JADUs shall be approved or denied within sixty (60) days from the date the city receives a complete application if there is an existing single-family or multifamily dwelling on the lot. If the application to create an ADU or a JADU is submitted with a permit application to create a new single-family dwelling or multifamily dwelling on the lot, the city may delay acting on the application for the ADU or the JADU until the city acts on the permit application to create the new single-family dwelling or multifamily dwelling, but the application to create the ADU or JADU shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty (60) day time period shall be tolled for the period of the delay.
 - (3) Approval of a permit for the creation of an ADU or JADU shall not be conditioned on the correction of nonconforming zoning conditions, building code violations, or unpermitted structures on the subject property. However, this does not prevent the city from enforcing compliance with applicable building standards in accordance with California Health and Safety Code Section 17980.12.
 - (4) For the purpose of this section, a structure with two (2) or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-family dwellings on the same lot are not considered multifamily dwellings. A lot with multiple detached single-family dwellings is eligible for creation of one (1) ADU per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure or new construction of a detached ADU.
 - (5) It is prohibited to convert existing floor area or construct an ADU without first obtaining approval and issuance of a building permit. Such permit shall be issued if it is determined that the ADU will conform to the provisions of this section.
 - (6) ADUs of less than seven hundred fifty (750) square feet in size shall be exempt from all impact fees. ADUs of greater than 750 square feet in size shall be charged impact fees established by city council resolution. Such fees shall be charged proportionately in relation to the square footage of the primary dwelling unit.
- (D) *State-exempt accessory dwelling units and junior accessory dwelling units.*
- (1) Within a residential zone or the Mixed-Use Overlay District, all development standards (including, but not limited to lot coverage, floor area ratio, required building separation, and open space) are reduced

solely to the extent necessary to allow one (1) of the following solely through building permit:

- a. One (1) ADU and one (1) JADU on a lot if all of the following apply:
 1. Each unit is located either:
 - (i) Within the space of a proposed single-family dwelling; or
 - (ii) Within the space of an existing single-family dwelling or accessory structure;
 2. Each unit maintains exterior access that is independent of that for the primary single-family dwelling;
 3. Each unit maintains side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes;
 4. The JADU complies with the requirements of California Government Code Sec. 65852.22; and
 5. Each unit may include an expansion of not more than one hundred fifty (150) square feet beyond the physical dimensions of the existing accessory structure; such expansion beyond the physical dimensions of the existing accessory structure is limited to accommodating ingress and egress.
- b. One (1) ADU and one (1) JADU per lot if all of the following apply:
 1. The ADU is detached, new construction on a lot with a proposed or existing single-family dwelling;
 2. The ADU is eight hundred (800) square feet or less;
 3. The height of the ADU does not exceed the applicable height limit in subsection (E)(2) of this section;
 4. The ADU maintains at least four (4) foot side and rear yard setbacks;
 5. The ADU complies with applicable front yard setbacks; and
 6. The JADU complies with subsection (D)(1)(a) of this section.
- c. On a lot with an existing or proposed multifamily dwelling, up to two (2) detached ADUs that are eight hundred (800) square feet or less and which have a height not exceeding the applicable height limit in subsection (E)(2), and which comply with setbacks of at least four (4) feet from the side and rear yards, and which comply with front yard setbacks, provided that, If the existing multifamily dwelling has a rear or side yard setback of less than four (4) feet, the city will not require any modification to the existing multifamily dwelling as a condition of approving the ADU.

- d. *Converted on existing multifamily building.* No more than twenty-five (25) percent of the number of the existing units, but at least one (1) unit, shall be permitted as ADUs constructed within the non-livable space and shall be enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) ADU shall be allowed.

(E) *Development standards and requirements for accessory dwelling units.*

(1) Number of units.

- a. For lots with an existing or proposed single-family dwelling, one (1) ADU shall be allowed on a lot.
- b. For lots with an existing or proposed multifamily residential dwelling structure
 - 1. No more than twenty-five (25) percent of the number of the existing units, but at least one unit, shall be permitted as ADUs constructed within the non-livable space and are enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; Fractions shall be rounded down to the next lower number of dwelling units, except that at least one (1) ADU shall be allowed.
 - 2. Up to two (2) ADUs shall be permitted as detached from the multifamily residential structure and may be attached or detached to each other.

(2) Height.

- a. Detached ADUs on a lot with an existing or proposed single family or multifamily dwelling unit and complying with a four (4) feet side and four (4) feet rear setback shall not exceed a height of sixteen (16) feet.
- b. On a lot that is within one-half of one (0.5) mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed a height of eighteen (18) feet. For such ADUs, an additional two feet in height is allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. On a lot with an existing or proposed multifamily, multistory dwelling, detached ADUs complying with a four (4) foot side and

four (4) foot rear setback shall not exceed a height of eighteen (18) feet.

- d. A height of twenty-five (25) feet or the maximum height of the principal structure according to Section 11-1.30.02 of this Code, whichever is lower, is the height limit for an ADU that is attached to the principal dwelling. Pursuant to Section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.
- e. An attached or detached ADU complying with the setback requirements of the underlying zone shall not exceed sixteen (16) feet at one story and twenty-seven (27) feet at two (2) stories. ADUs shall not exceed two (2) stories. Pursuant to Section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.

(3) Setbacks.

- a. Front yard. Twenty (20) feet to a front property line.
 - 1. Secondary front. Ten (10) feet to property line.
- b. Side yard. Four (4) feet to a side property line.
- c. Rear yard. Four (4) feet to a rear property line.
- d. Building separation. Six (6) feet to the exterior wall of a dwelling, garage, or accessory structure located on the same lot.
- e. Setbacks required by utility easements and recorded setbacks shall be maintained. No portion of an ADU shall be constructed on a public or private easement. Roof eaves may not be eliminated to meet this requirement.
- f. No setback is required for an existing living area or existing accessory structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU.
- g. ADUs are not eligible for modifications to yard setbacks pursuant to Article 70.

(4) Lot coverage. An ADU exceeding eight hundred (800) square feet shall comply with the lot coverage and floor area ratio of underlying zone requirements of Article 30.

(5) Useable open space. ADUs exceeding eight hundred (800) square feet shall provide, at a minimum, a continuous private recreation area

of two hundred twenty-five (225) square feet with minimum interior dimensions of ten (10) feet. The private recreation shall be open and unobstructed from the ground to the sky and may be located within the interior, street side, or rear setback areas.

- (6) Floor area size.
 - a. Maximum floor area size for new construction units.
 1. Attached ADUs with zero (0) bedrooms or one (1) bedroom are subject to a maximum size of eight hundred fifty (850) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less.
 2. Attached ADUs with two (2) or more bedrooms are subject to a maximum size of one thousand (1,000) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less, and in no event less than eight hundred (800) square feet.
 3. Attached or detached ADUs located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet each.
 4. Detached ADUs with zero (0) bedrooms or one bedroom are subject to a maximum size of eight hundred fifty (850) square feet.
 5. Detached ADUs with two (2) or more bedrooms are subject to a maximum size of one thousand (1,000) square feet.
 - b. Minimum floor area size. An attached or detached ADU shall provide a minimum floor area no less than one hundred fifty (150) square feet.
 - c. Converted floor area size. The conversion of an existing accessory structure or a portion of the existing primary dwelling to an ADU is not subject to the maximum floor area size requirement when no expansion or addition is proposed beyond the physical dimensions of the structure or dwelling other than an expansion of not more than one hundred fifty (150) square feet limited to accommodating ingress and egress for the purpose of an ADU; otherwise the converted floor area size shall be governed by the maximum floor area size requirement.
 - d. An ADU shall not be subject to the accessory buildings and structures requirements of Section 11-1.30.05.
 - e. Accessory structures including, but not limited to garages and patios attached to ADUs shall comply with Section 11-1.30.05 - accessory buildings and structures.
- (7) Floor area ratio. In general, the floor area ratio for all ADUs shall be subject to the floor area ratio requirements of Section 11-1.30.02.

However, ADUs which are eight hundred (800) square feet or less are exempt from floor area ratio calculation.

- (8) Density. For purposes of calculating allowable density under the General Plan and Zoning Code an ADU is an accessory use that does not count toward the allowable density for the lot.
- (9) Parking and vehicular access.
 - a. One (1) parking space is required per ADU.
 - b. Parking shall be located on the same lot containing the ADU and may be provided as tandem parking on a driveway. Parking shall conform to the requirements of Article 66 of this Code.
 - c. Parking for the ADU is waived pursuant to Section 65825.2(d)(1) through (5) of the Government Code.
 - d. Replacement parking is not required if a garage or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU.
- (10) City and public utilities.
 - a. All ADUs must be connected to public utilities, or their private equivalent, including water, electric, and sewer services. For example, if required by the building standards code, dwelling units that are proposed to be installed on a property with only septic tanks are prohibited.
 - b. Except for ADUs created solely by converting an existing single-family dwelling or a single-family accessory structure, the city may require a separate utility connection.
- (11) Design standards applicable to new construction of ADUs exceeding eight hundred (800) square feet and ADUs converted from existing structures adding more than one hundred fifty (150) square feet.
 - a. Building architecture including roof type, roof pitch, exterior materials, finishes, and color shall match the primary dwelling.
 - b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
 - c. ADUs shall have a main entrance separate from the primary dwelling and shall not have an interior connection to any other dwelling unit.
 - d. New entry door shall not open directly toward an alley.
 - e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
 - f. Entryway shall include an exterior light fixture.

- g. Tree preservation: Any plans for an addition or new construction shall identify the location of any mature trees onsite and provide protective measures to ensure preservation of mature trees. A mature tree is defined as any tree having a main trunk or stem measuring twenty-four (24) inches in diameter, or seventy-five (75) inches in circumference, measured at a height of four and one-half (4½) feet above ground level at the root crown. A removal includes moving a tree or removing more than one-third of a tree's vegetation. Sites without an existing mature tree must provide at least two (2) twenty-four (24) inch box trees within the front yard setback or open space area.

(12) Owner-occupancy. Subject to the requirements of California Government Code Sec. 65852.2.

(13) Covenant restriction. Prior to issuance of the building permit for an ADU, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of an ADU identified in this section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:

- a. The ADU shall not be sold, or title transferred separate and apart from the remainder of the property, except as provided in Section 65852.26 of the Government Code; and
- b. The ADU shall be restricted to the floor area and height allowed per the development standards at the time of building permit issuance;
- c. Any owner-occupancy requirement shall be consistent with California Government Code Sec. 65852.2. If the state allows the city to require owner-occupancy, the ADU shall be considered legal only so long as the owner resides at the property built with the ADU.
- d. The ADU shall not be operated as a short-term rental or rented for a period less than thirty (30) days; and
- e. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain an ADU on the property.

(15) **Illegal ADUs.** This section shall not validate any existing illegal ADUs. Any conversions from illegal units to a conforming legal ADU shall be considered a new ADU subject to the provisions of this section.

- a. Effective January 1, 2020, the property owner of a lot containing an ADU built before January 1, 2020, that receives a notice to correct a violation of building standards may submit an application to the community development department requesting that enforcement of the violation be delayed for up to five (5) years on the basis that correcting the violation is not necessary to protect health and safety as determined by the building official; provided, that all other violations not related to the ADU are corrected. This provision shall expire January 1, 2030, as provided in state law.

(F) Junior accessory dwelling units.

(1) **Purpose.** The purpose of this section, junior accessory dwelling units, is to provide for the creation of junior accessory dwelling units consistent with California Government Code Section 65852.22, as amended from time to time. In any instance where there is conflict, state law shall govern.

(2) **Applicability and permissible use.**

- a. One (1) JADU is allowed per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.
- b.
- c. JADUs are prohibited on lots that contain multiple detached single-family dwellings.

(3) **Development standards and requirements.** JADUs shall comply with the following development standards and requirements:

- a. **Number of units.** One (1) JADU shall be allowed on a lot.
- b. **Owner-occupancy.** The property owner shall reside on the lot. The owner may reside in the remaining portion of the single-family dwelling or the newly created JADU.
- c. **A JADU shall not be operated as a short-term rental or rented for a period less than thirty (30) days.**
- d. **Covenant restriction.** A covenant restriction shall be completed and recorded, as provided in subsection (13) of this section.
- e. **Location of JADU.** A JADU shall be created within the walls of a proposed or existing single-family dwelling, or within the walls of a garage attached to an existing single-family dwelling.

- f. Separate entry required. An exterior entrance is required for all JADUs, independent of the exterior entrance for the single-family dwelling, and shall not open directly toward an alley.
 - g. Kitchen requirements. The JADU shall include an efficiency kitchen, which includes a cooking facility with appliances, a food preparation counter, and storage cabinets that are reasonable to size of the unit.
 - h. Common sanitation. Where a JADU shares the bathroom facilities contained in the single-family dwelling, a direct unobstructed interior connection shall be provided at all times between the JADU and the bathroom facilities, and the interior connection shall not require passage through a locked door (except for a privacy lock on the bathroom door) or passage outside of the gross floor area of the JADU or single-family dwelling.
- (4) Design standards.
- a. Building architecture, exterior materials, finishes and color shall match the primary dwelling.
 - b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
 - c. JADUs shall have a main entrance separate from the primary dwelling.
 - d. New entry door shall not open directly toward an alley.
 - e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
 - f. Entryway shall include an exterior light fixture.
- (5) Parking. No parking is required for the JADU beyond the required parking for the proposed or existing single-family dwelling. However, replacement parking for the existing single-family dwelling is required when an attached garage or portion thereof is converted to a JADU. Parking shall conform to the requirements of Article 66 of this Code.
- (6) Setbacks and other zoning regulations. The JADU shall be considered a part of the single-family dwelling and shall be subject to the same requirements of the underlying zoning district as required for the single-family dwelling.
- (7) Density. For purposes of calculating allowable density under the general plan and zoning code a JADU is an accessory use that does not count toward the allowable density for the lot.
- (8) Maximum floor area. A JADU shall not exceed five hundred (500) square feet in floor area.

- (9) Minimum floor area. A JADU shall provide a minimum floor area no less than one hundred fifty (150) square feet.
- (10) Utility service. For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit. An inspection may be assessed to confirm the JADU complies with development standards.
- (11) Illegal JADUs. This section shall not validate any existing illegal JADUs. Any conversions from illegal units to a conforming legal JADU shall be considered a new JADU subject to the provisions of this section.
- (12) Covenant restriction.
 - a. Prior to issuance of the building permit for a JADU, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of a JADU identified in this section. Said covenant restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:
 - 1. The JADU shall not be sold separately from the single-family dwelling;
 - 2. The JADU shall be restricted to the maximum size allowed per the development standards;
 - 3. The JADU shall be considered legal only so long as either the single-family dwelling or the JADU is occupied by the property owner;
 - 4. The JADU shall not be operated as a short-term rental or rented for periods less than thirty (30) days;
 - 5. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain a JADU on the property.

Section 5.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the

fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 6 . Effective Date

This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED, AND ADOPTED this 6th day of June 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

PREPARED BY: Ryan Damon, Associate Engineer

MEETING DATE: June 20, 2023

SUBJECT: Consideration of Purchase of Emergency Standby Generator at Appian Way Project

RECOMMENDATIONS

- 1) Authorize staff to release the bid package for the Emergency Standby Generator at Appian Way project;
- 2) Approve the purchase of a standby generator and load bank in the amount of \$219,476.40;
- 3) Authorize the rental of a generator for up to \$47,537.79;
- 4) Reappropriate \$57,970 from 520-840-5820.134 from FY 22-23 to FY 23-24;
- 5) Appropriate \$348,414.19 to 520-840-5820.134 for FY 23-24;
- 6) Find this project Categorically exempt from CEQA; and
- 7) Authorize the City Manager to execute the Purchase Orders for Standby Generator, Rental Generator and Load Bank

BACKGROUND

Appian Way Pressure Reducing and Pump Station (Pump Station) has the ability to reduce pressure or pump water, as well as monitor and control water pressures throughout the City. The Pump Station, however, does not have back-up power. Periodically, the Metropolitan Water District (MWD) switches the source of water for Lomita Water to a lower pressure source, and this necessitates the continuous use of pumps at the Pump Station. If the power were interrupted, water pressure and supply to certain areas of the City could be affected. In November 2023, MWD is scheduled to begin construction of the Second Lower Feeder PCCP Rehabilitation – Reach 3B Project. This scope of their project includes installing a 75” liner to rehabilitate the existing 78” concrete pipe. The project spans multiple cities, and the duration of this

project is expected to last two years, with one year of construction activities within City limits. During this period, the City will have no backup power source for the Pump Station.

The purpose of the Emergency Standby Generator at Appian Way Project is to install electrical connections at the Pump Station so a mobile standby generator may be used if there is a loss of power. This is critical to ensure water supply will remain unaffected throughout the Lomita Water service area.

A previous investigation of the Pump Station identified a need for a minimum 180 kW back-up emergency generator, as identified and recommended in the 2015 CIP Master Plan. The generation system will be rated as a backup source of power for the Pump Station located outdoors with an integral fuel tank. Currently, the existing vertical water pumps at the Pump Station are driven by electrical motors operating on commercial outsourced power. It was recommended that a standby generator be installed to compensate for the loss of electrical power outage during emergency situations.

In July 2022, the City Council awarded a Professional Services Agreement to AEPC Group, LLC for engineering design services in the amount of \$65,535 plus a 15% contingency in the amount of \$9,830. The design of the Standby Power Generator at Appian Way Project is completed, and the project is ready to be released for bid. This project will address the electrical connections needed to power a standby generator. However, the procurement of the equipment with extensive lead times will be purchased directly by the City to reduce the overall time for delivery.

The average lead time for a generator, sized to handle the Pump Station's electrical load, ranges from 13-38 weeks. In addition to the standby generator, the procurement of a load bank was highly recommended by the AEPC Group. A load bank is a device that provides a controlled electrical load that exercises and maintains the life of a generator. Monthly use of a load bank is essential to ensure the generator's long-term functionality. The average lead time for the procurement of a load bank ranges from 50-60 weeks. To ensure that the City has a backup power source prior to the start of MWD's construction and other possible electrical interruptions, a rental generator will also be needed. The lead time for the procurement of the rental generator varies, but due to availability, securing the rental as early as possible is crucial.

The City plans to procure the standby generator and load bank outside of the construction contract of the Project. By doing so, the total cost will not have contractor markups and it will shorten the rental generator period. Three separate quotes for the generator and load bank were obtained. The total cost and expected lead time were factored into the selection. The supplier, Gen-Tech provided the lowest cost and shortest lead time for both items. The final cost for the generator and load bank is \$219,476.40. This cost includes sales tax, delivery, startup testing, and a 10% contingency. The lead time for the generator is expected to be 13-15 weeks and the lead time for the load bank is roughly 33-43 weeks.

Three quotes were received for the procurement of a rental generator for a period of five

and a half months, beginning in early September 2023. The lowest quote that was received was from United Rentals for \$47,537.79. The City expects the five and a half months to be sufficient time for the selected contractor to install all electrical connections at the pump station prior to the start of MWD's construction. The rental generator will be tested on-site and only used in case of an emergency. Once the City's permanent standby generator has been procured and successfully tested, the rental generator may be returned.

The procurement of the standby generator, rental generator and load bank is expected to begin in early July in Fiscal Year 2023-24.

CEQA

The City Council finds that adoption of this Ordinance is not subject to CEQA pursuant to CEQA Guidelines, Section 15269 (c) Emergency Projects. The installation and use of the standby generator can be found to be exempt from the requirements of CEQA. The proposed project consists of electrical elements to ensure connectivity with the standby generator. If primary power is lost, the standby generator will allow the AWPS to run and maintain normal operations. The purpose of the generator is to support the station as needed, and it is not anticipated to be used in any circumstances other than to prevent an emergency event.

FISCAL IMPACT

The Engineer's Estimate provided by AEPC Group for this project with contingency is \$81,400. The procurement cost of the generator and load bank with contingency is \$219,476.40. The cost of the rental generator for five and a half months is \$47,537.79. The total cost of all items related to the project is \$348,414.19.

Funds for the design engineering services for this project will need to be reappropriated to FY 23-24 in account 520-840-5820.134 in the amount of \$57,970. Funds will need to be appropriated from Water Capital Funds to account 520-840-5820.134 for FY 23-24 (348,414.19). There are sufficient funds available for this transfer.

OPTIONS

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

ATTACHMENTS

1. Design Plans and Bid Documents
2. CEQA Notice of Exemption
3. Quote Solicitation for Standby Generator and Load Bank
4. Quote Solicitation for Rental Generator

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



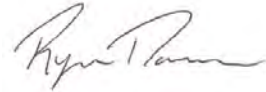
Ryan Smoot
City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

Prepared by:



Ryan Damon
Associate Engineer

PROJECT REQUIREMENTS

PROJECT INFORMATION

**CITY OF LOMITA
EMERGENCY POWER GENERATOR**

- IT IS THE INTENT OF THESE DOCUMENTS THAT A COMPLETE AND WORKABLE INSTALLATION BE PROVIDED. TO THIS END, THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPERVISION, TRANSPORTATION, WAREHOUSING, AND OTHER SERVICES REQUIRED TO COMPLETE THE WORK IN AN EFFICIENT AND TIMELY MANNER.
- ALL WORK, INCLUDING MATERIALS AND WORKMANSHIP, SHALL CONFORM WITH ALL FEDERAL, STATE AND LOCAL CODES AND REGULATIONS, AND THE FOLLOWING CODES, STANDARDS AND REGULATIONS:
LIST OF APPLICABLE CODES AND REGULATIONS
2019 CALIFORNIA BUILDING CODE (CBC) TITLE 24, PART 2, CCR
2019 CALIFORNIA ELECTRICAL CODE (CEC) TITLE 24, PART 3, CCR
2019 CALIFORNIA MECHANICAL CODE (CMC) TITLE 24, PART 4, CCR
2019 CALIFORNIA PLUMBING CODE (CPC) TITLE 24, PART 5, CCR
2019 CALIFORNIA FIRE CODE (CFC) TITLE 24, PART 9, CCR
2019 NFPA 72 – NATIONAL FIRE ALARM CODE
2019 CALIFORNIA ENERGY CODE
2019 CALIFORNIA GREEN BUILDING CODE
ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS
- REFER TO THE 2019 CALIFORNIA FIRE CODE (CFC) CHAPTER 14 FOR FIRE SAFETY DURING CONSTRUCTION.
- CONTRACTOR SHALL FURNISH, INSTALL/ERECT AND MAINTAIN FOR THE DURATION OF HIS WORK, ALL GUARD RAILS, LIGHTS, WARNING SIGNS, STAGING, VENTILATION, ETC. REQUIRED BY LOCAL AND STATE LAWS AND ORDINANCES, INCLUDING THE SAFETY ORDERS OF OSHA.
- CONTRACTOR SHALL PROTECT EXISTING BUILDINGS AND FACILITIES FROM DAMAGE. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED TO OWNER'S SATISFACTION AND AT NO ADDITIONAL EXPENSE TO THE OWNER.
- DO NOT SCALE DRAWINGS. BEFORE PROCEEDING WITH THE WORK, CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL DIMENSIONS, SIZES, REQUIRED CLEARANCES AND SHALL ASSUME FULL RESPONSIBILITY FOR THE FITTING OF ALL EQUIPMENT AND MATERIALS HEREIN REQUIRED TO OTHER PARTS OF THE WORK AND TO THE WORK OF OTHER TRADES.
- ALL MATERIAL REMOVED AND NOT SCHEDULED FOR REUSE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND THE CONTRACTOR SHALL LEGALLY DISPOSE OF AND TRANSPORT THIS MATERIAL OFF-SITE EXCEPT FOR UNIVERSAL AND HAZARDOUS WASTE.
- VISIT THE SITE PRIOR TO BID AND BECOME THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS. BY THE ACT OF SUBMITTING A BID, THE CONTRACTOR ACCEPTS THE WORKING CONDITIONS.
- COMPLY WITH ALL CONTRACT DOCUMENTS IN LAYING OUT THIS WORK AND EQUIPMENT. COORDINATE THIS WORK WITH THE WORK OF OTHER TRADES AND ALL JOB CONDITIONS.
- HAVE A COMPETENT SUPERINTENDENT PRESENT AT THE JOB SITE AT ALL TIMES, WITH AUTHORITY TO ACT FOR THE CONTRACTOR.
- ALL CONTRACTOR PERSONNEL WILL BE RESTRICTED TO THE PARTICULAR JOB SITE OF THIS CONTRACT.
- PROVIDE ALL NEW AND HIGH QUALITY MATERIALS.
- FURNISH, DELIVER, AND INSTALL WITHOUT ADDITIONAL COST TO THE OWNER, ANY APPARATUS, APPLIANCE, DEVICES, MATERIAL, OR WORK NOT SHOWN ON DRAWINGS BUT MENTIONED IN THE SPECIFICATIONS, OR VICE VERSA, OR ANY INCIDENTAL ACCESSORIES NECESSARY TO MAKE THE WORK COMPLETE AND PERFECT IN ALL RESPECTS AND READY FOR TESTING AND OPERATION, EVEN IF NOT PARTICULARLY SPECIFIED.
- MAINTAIN A DAILY RECORD OF ALL DEVIATIONS FROM THE BID DRAWINGS. RECORD ALL DIMENSIONS AND OTHER INFORMATION NECESSARY TO COMPLETELY EXPLAIN AND LOCATE ALL ELEMENTS OF THESE DEVIATIONS. SUBMIT TO THE OWNER'S REPRESENTATIVE UPON COMPLETION OF WORK, ONE COMPLETE SET OF THE MARK-UPS THAT REFLECT "AS-BUILT" CONDITIONS OF THE WORK.
- AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL OR RUBBISH; MAINTAIN THE WORK AREA IN A NEAT, ORDERLY MANNER, AND LEAVE THE PREMISES IN A BROOM-CLEAN CONDITION AT THE END OF EACH DAY. FURNISH TRASH BINS AND PROPERLY TRANSPORT AND DISPOSE OF ALL WASTE MATERIAL.
- OWNER TO PROVIDE PROPERLY LABELED CONTAINERS FOR ANY UNIVERSAL AND HAZARDOUS WASTE GENERATED BY THIS WORK FOR THE CONTRACTOR TO USE. UNIVERSAL AND HAZARDOUS WASTE SHALL BE MANAGED THROUGH THE OWNER APPROVED VENDOR WITH THE OWNER BEING THE SHIPPER.
- INTERRUPT AND/OR SHUTDOWN EXISTING SERVICES ONLY WITH THE APPROVAL OF AND AT TIMES DESIGNATED BY THE OWNER.
- UPON COMPLETION OF WORK, DEMONSTRATE TO THE OWNER'S SATISFACTION THE OPERATION OF THE INSTALLED EQUIPMENT AND SYSTEMS TO THE INTENT OF THE DESIGN.
- OWNER TO PROVIDE ASBESTOS AND LEAD TESTING ON FLOORING, WALL PAINT AND CEILING PRIOR TO COMMENCEMENT OF WORK AND COORDINATE WITH THE CONTRACTOR FOR ABATEMENT OF ASBESTOS AND LEAD PAINT, IF NEEDED, CONTRACTOR TO COORDINATE WITH THE OWNER AND LOCAL JURISDICTIONS FOR PROPER ABATEMENT PROCEDURES.
- GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER. DURING THIS PERIOD, REPAIR AND/OR REPLACE TO THE OWNER'S SATISFACTION, ANY DEFECT FOUND IN MATERIAL OR WORKMANSHIP, AT THE CONTRACTOR'S EXPENSE.

LOCATION: 26255 APPIAN WAY, LOMITA, CA 90717

SCOPE OF WORK: AEPC PROVIDES DRAWINGS SHOWING EMERGENCY POWER GENERATOR.

OCCUPANCY: S-2

SPRINKLERS: NO

CONSTRUCTION TYPE: V-B

GROSS SQ. FT.: EXISTING SITE: 12,110 S.F.

LOS ANGELES COUNTY ASSESSOR #: 7549-004-900

EXISTING OCCUPANCY: S-2

ALLOWED: 13,500 S.F.

EXISTING AREA: 1,086 S.F.

STORIES: 1



N
LOCATION MAP
N.T.S.



N
SITE PLAN
N.T.S.

SHEET INDEX

T0.1 TITLE SHEET

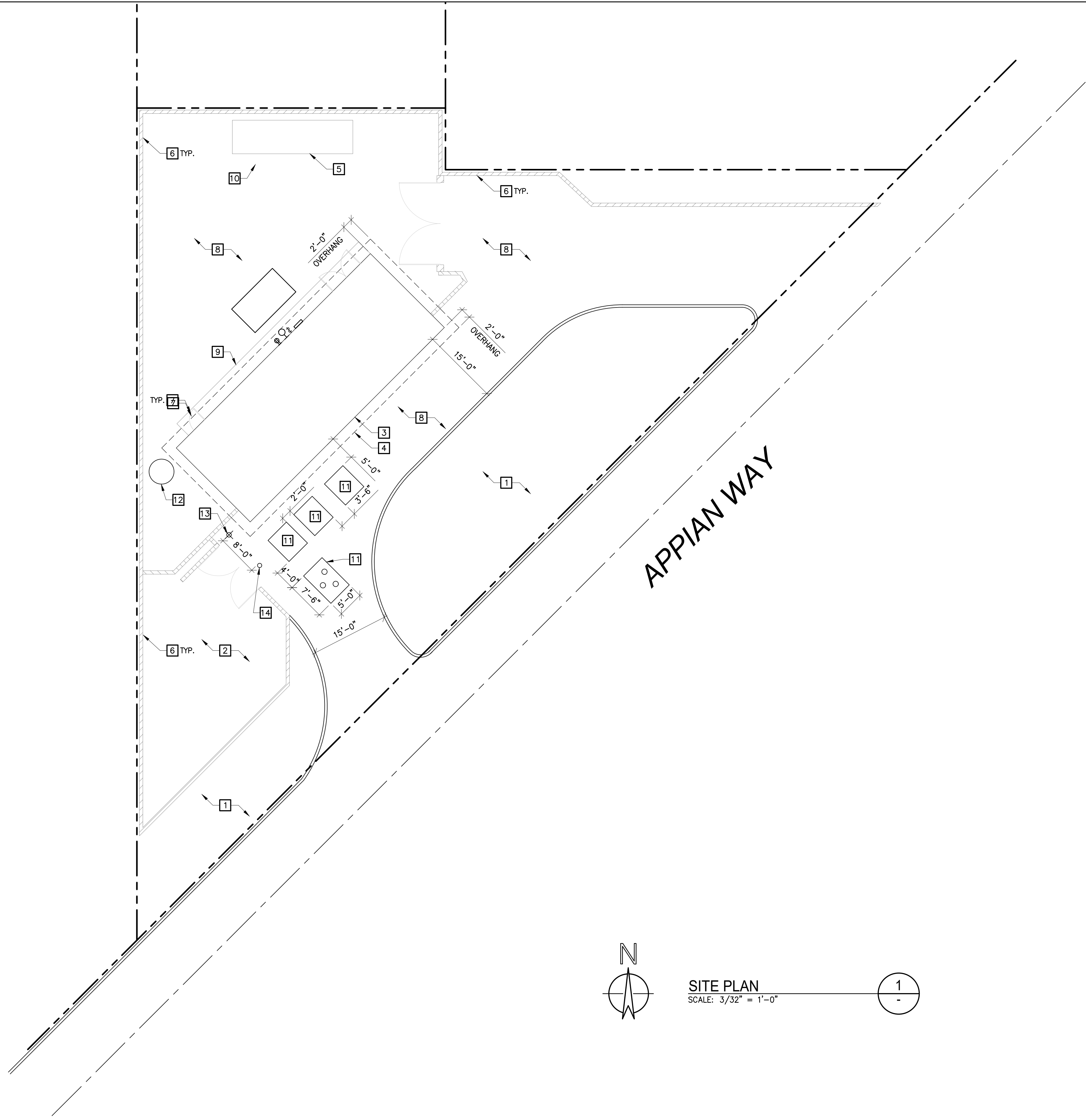
ARCHITECTURAL

A1.1 SITE PLAN

ELECTRICAL

- E0.1 ELECTRICAL GENERAL NOTES, SYMBOLS & ABBREVIATIONS
- E1.1 ELECTRICAL SITE PLAN
- E3.1 ELECTRICAL FLOOR PLAN
- E5.1 ELECTRICAL SINGLE LINE DIAGRAM AND PANEL SCHEDULE
- E7.1 ELECTRICAL DETAILS

<p>NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.</p> <p>Know what's below. Call before you dig. TWO WORKING DAYS BEFORE YOU DIG</p>	<p>City of Lomita PUBLIC WORKS DEPARTMENT 24300 NARBONNE AVENUE, LOMITA, CA 90717 TEL. (310) 325-7110 FAX. (310) 325-4024</p>	<p>PREPARED BY:</p> <p>Southern California Office 18565 SOLEDAD CANYON RD SUITE #210 SANTA CLARITA, CA 91351 TELEPHONE: 949-224-1590 FACSIMILE: 949-269-7954</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>APPROVED</th> </tr> <tr> <td>1</td> <td>04/07/23</td> <td>AEPC</td> <td>100% DESIGN SET</td> <td>GV</td> </tr> </table>	NO.	DATE	BY	DESCRIPTION	APPROVED	1	04/07/23	AEPC	100% DESIGN SET	GV	<p>SUBMITTED BY AEPC:</p> <p>DATE</p>	<p>STANDBY POWER GENERATOR AT APPIAN WAY</p> <p>TITLE SHEET</p> <p>T0.1</p>	<p>DESIGNED BY:</p> <p>DRAWN BY:</p> <p>CHECKED BY: GV</p> <p>PROJECT NO. CLOM-22026</p> <p>SHT 1 OF 7 SHTS</p>
				NO.	DATE	BY	DESCRIPTION	APPROVED								
1	04/07/23	AEPC	100% DESIGN SET	GV												
<p>APPROVED BY City:</p> <p>RYAN DAMON ASSOCIATE ENGINEER</p> <p>DATE</p>	<p>PROJECT AND SHEET TITLE</p>															

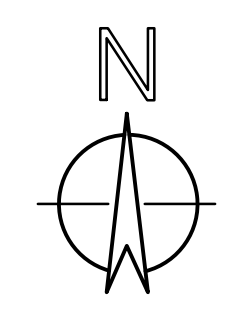


SHEET NOTES:

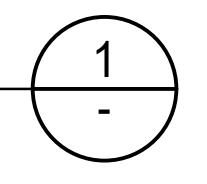
1. UNLESS OTHERWISE NOTED ALL ITEMS EXISTING TO REMAIN AND CONTRACTOR SHALL PROTECT IN PLACE DURING CONSTRUCTION
2. REFER TO MECHANICAL SHEETS FOR ADDITIONAL INFO
3. REFER TO ELECTRICAL SHEETS FOR ADDITIONAL INFO

KEY NOTES:

- 1 EXISTING PLANTER
- 2 EXISTING STORAGE AREA
- 3 EXISTING BUILDING FOOTPRINT
- 4 EXISTING ROOF OVERHANG
- 5 EXISTING CONTAINER
- 6 EXISTING CMU WALL
- 7 EXISTING DOOR
- 8 EXISTING ASPHALT TO REMAIN
- 9 EXISTING SIDEWALK TO REMAIN
- 10 EXISTING RAMP TO REMAIN
- 11 EXISTING VAULT
- 12 EXISTING OUTLET PIPE
- 13 EXISTING HYDRANT
- 14 EXISTING VALVE



SITE PLAN
SCALE: 3/32" = 1'-0"



NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

811
Know what's below.
Call before you dig.
TWO WORKING DAYS BEFORE YOU DIG



City of Lomita
PUBLIC WORKS DEPARTMENT
24300 NARBONNE AVENUE, LOMITA, CA 90717
TEL. (310) 325-7110
FAX. (310) 325-4024

PREPARED BY:
AEPC group
Southern California Office
18565 SOLEDAD CANYON RD SUITE #210
SANTA CLARITA, CA 91351
TELEPHONE: 949-224-1590
FACSIMILE: 949-269-7954

NO.	DATE	BY	DESCRIPTION	APPROVED
1	04/07/23	AEPC	100% DESIGN SET	GV

SUBMITTED BY AEPC : _____ DATE _____

APPROVED BY City : _____ DATE _____

RYAN DAMON
ASSOCIATE ENGINEER

STANDBY POWER GENERATOR AT APPIAN WAY

SITE PLAN A1.1

DESIGNED BY :
DRAWN BY :
CHECKED BY : GV
PROJECT NO.
CLOM-22026
SHT 2 OF 7 SHTS

ELECTRICAL SYMBOLS (NOT ALL SYMBOLS ARE APPLICABLE)

\$x LOWER CASE LETTER = SWITCH LEG
 D = DIMMER SWITCH
 DL = DATALINE SWITCH
 K = KEY SWITCH
 M = MOTOR RATED SWITCH
 TS = DIGITAL TIMER SWITCH
 O = OCCUPANCY SENSOR SWITCH
 3 = 3 WAY SWITCH, 4 = 4 WAY SWITCH

CEILING MOUNTED DATA/COMMUNICATION OUTLET IN 2 GANG BOX
 WALL MOUNTED TELEPHONE/DATA OUTLET 1 1/2" C, 6" ABOVE CEILING (2 GANG BOX)
 WALL MOUNTED DATA OUTLET 1 1/2" C, 6" ABOVE CEILING (2 GANG BOX)
 POWER OUTLET SEE DRAWING FOR RATING & TYPE.(1PH)
 POWER OUTLET SEE DRAWING FOR RATING & TYPE.(3PH)
 RECEPTACLE, DUPLEX 20A, 120V, 2P, 3W, NEMA 5-20R
 CEILING MOUNTED DUPLEX AND QUAD RECEPTACLES 20A, 120V, 2P, 3W, NEMA 5-20R
 QUADPLEX RECEPTACLE 20A, 120V, 2P, 3W, NEMA 5-20R
 DUPLEX RECEPTACLE WITH GROUND FAULT CIRCUIT INTERRUPTER 20A, 120V, 2P, 3W, NEMA 5-20R
 FLOOR MOUNTED FIXTURE 20A, 120V, 2P, 3W, NEMA 5-20R
 FLUSH FLOOR BOX WITH DUPLEX RECEPTACLE AND COMPARTMENT FOR 2-DATA OUTLETS.
 6" ABOVE COUNTER RECEPTACLE 20A, 120V, 2P, 3W, NEMA 5-20R
 HALF-SWITCHED RECEPTACLE
 VERTICAL WIREMOLD RACEWAY, POWER POLE
 WIREMOLD RACEWAY.
 MANUAL PULL STATION
 TAMPER/PRESSURE SWITCH
 SMOKE DETECTOR
 HEATER DETECTOR. COMBINATION RATE/RISE AND 190/200" FIXED TEMP. F IS 190/200" FIXED ONLY, R= RATE OF RISE
 MOTOR, # DENOTES HORSEPOWER, EF/M = EXHAUST FAN OR MOTOR
 TRANSFORMER
 PHOTOCELL
 RECESSED PANELBOARD
 SURFACE PANELBOARD
 DISTRIBUTION PANELBOARD OR SWITCHBOARD
 LIGHTING CONTROL PANEL
 ELECTRIC CONDUIT RUN EXPOSED OR CONCEALED IN WALLS, OR ABOVE CEILING WHERE WALLS AND CEILING PERMIT.
 LOW VOLTAGE WIRING (50V OR BELOW)
 GROUND GRID
 CONDUIT RUN BELOW GRADE OR FLOOR
 CONDUIT STUBBED OUT AND CAPPED
 EYES EXPLOSION PROOF FITTING
 FLEX CONDUIT
 BREAKER IN NEMA 1 ENCLOSURE, SIZE AS SHOWN
 MAN HOLE
 JUNCTION OR OUTLET BOX WITH BLANK COVER - 4X UNLESS OTHERWISE NOTED
 PHOTOCELL FOR EXTERIOR LIGHTS
 DESTINATION (PANEL-CIRCUIT NO.) CONDUIT (3/4" MIN. U.O.N.)
 GROUND CONDUCTOR } #12 WIRE U.O.N.
 NEUTRAL CONDUCTOR } NO HASH MARKS INDICATE
 HOT CONDUCTORS } 2#12 AND 1#12 GND.
 DISCONNECT SWITCH (LOCKABLE), NON-FUSED/FUSED, 3-POLE, NEMA 1 U.O.N.
 FUSE SIZE, NF FOR NON-FUSE
 DISCONNECT RATING
 POLES
 COMBINATION MOTOR STARTER WITH NON-FUSED/FUSED CIRCUIT BREAKER DISCONNECT (LOCKABLE)
 FUSE SIZE, NF FOR NON-FUSE
 N-CONTROLLER NEMA SIZE, UON
 DISCONNECT RATING
 POLES
 METER
 COPPER GROUND ROD, 3/4"x10'L
 P.O.C. (POINT OF CONNECTION)
 EXISTING TO REMAIN (LIGHT LINE WORK)
 NEW WORK (DARK LINE WORK)

GENERAL ELECTRICAL NOTES (NOT ALL NOTES APPLICABLE)

- G1. ALL WORK SHALL COMPLY WITH THE NEC 2020 CEC 2019 OR LATEST EDITION OF THE ELECTRICAL CODE AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES. WHERE THE PLANS SHOW MORE RESTRICTIVE REQUIREMENTS, THE PLANS SHALL GOVERN, BUT NOTHING ON THESE PLANS SHALL BE INTERPRETED AS AUTHORITY TO VIOLATE ANY CODE OR REGULATION.
- G2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BEAR THE UNDERWRITERS' LABORATORY LABEL (UL) AND SHALL BE INSTALLED IN THE MANNER FOR WHICH THEY ARE DESIGNED AND APPROVED.
- G3. LED FIXTURES/LAMPS SHALL BE 4000K WITH 80 CRI, CONSTANT POWER DRIVER, 0 TO 10V DIMMER, LED DRIVERS/DIMMERS THAT HAVE BEEN LISTED AS CERTIFIED BY THE CALIFORNIA ENERGY COMMISSION.
- G4. UNLESS OTHERWISE NOTED, ALL WIRE SHALL BE COPPER, STRANDED ONLY, UL LISTED, RATED FOR 600 VOLTS, TYPE THHN/THWN, NO. 12 AWG MINIMUM FOR POWER AND #14 AWG MINIMUM FOR CONTROL. USE XHHW TYPE FOR #6 OR LARGER.
- G5. PROVIDE RGC UP TO 8' AFF WHERE EXPOSED AND INDOORS, EMT CONDUIT TYPE FOR ALL OTHER AREAS LOCATED INDOORS. IN ADDITION USE RGC FOR OUTDOORS ABOVE GRADE, AND PVC SCHEDULE 40 FOR OUTDOORS UNDERGROUND. IN ADDITION, OUTDOOR UNDERGROUND CONDUIT RISERS AND 90 DEG BENDS CONDUITS SHALL BE RGC. UNDERGROUND RGC SHALL BE WRAPPED WITH 20 MIL TAPE AND EXTEND 12" ABOVE GRADE FOR RISERS. USE MIN 3/4" CONDUIT, U.O.N.
- G6. THE CONTRACTOR SHALL INSTALL ALL CONDUITS AND WIRES WITH A MINIMUM NUMBER OF BENDS AND IN SUCH A MANNER AS TO CONFORM TO THE STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE HEAD ROOM, KEEP OPENINGS AND PASSAGEWAYS CLEAR, AND MEET ALL STRUCTURAL CODE REQUIREMENTS.
- G7. ALL CONDUIT CONNECTIONS TO EQUIPMENT SUBJECT TO VIBRATION SHALL BE MADE WITH SEALTIGHT FLEX CONDUIT. PROVIDE SUFFICIENT SLACK TO ELIMINATE VIBRATION. ARRANGE CONNECTIONS TO PREVENT THE ENTRANCE OF MOISTURE. PROVIDE FIRE STOP SEAL FOR WALL/FLOOR PENETRATION AND WATERPROOF SEAL FOR EXTERIOR WALL.
- G8. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES. ALL CONDUIT RUNS SHALL INCLUDE A CODE SIZED GROUND WIRE WHETHER OR NOT SO INDICATED.
- G9. ALL BRANCH CIRCUITS SHALL INCLUDE A CODE SIZED GROUND WIRE. ISOLATED/DEDICATED BRANCH CIRCUITS SHALL INCLUDE A SEPARATE GROUND WIRE CONNECTED TO THE DESIGNATED SINGLE POINT GROUND FOR EACH DUPLEX OUTLET ON A CIRCUIT.
- G10. CERTAIN FEEDER AND BRANCH CIRCUIT WIRE SIZES HAVE BEEN OVERSIZED TO COMPENSATE FOR VOLTAGE DROP. SPLICE WIRES TO COMPATIBLE SIZES FOR TERMINATION, ADJACENT TO EQUIPMENT CONNECTION AS REQUIRED. SHAVING OF CABLE STRAND NOT ALLOWED.
- G11. ALL TERMINATION POINTS WILL HAVE SCREW-IN, CLAMP-TYPE CONNECTIONS, UNLESS OTHERWISE PRIOR APPROVAL IS GIVEN BY CLIENT'S FACILITIES REPRESENTATIVE.
- G12. THE ENTIRE WIRING SYSTEM TO BE TESTED FOR SHORT CIRCUITS, GROUNDS, AND INSULATION RESISTANCE BETWEEN CONDUCTORS AND TO GROUND.
- G13. THE CONTRACTOR SHALL PROVIDE SUPPORT FOR ALL FIXTURES AND ELECTRICAL EQUIPMENT TO COMPLY WITH THE SEISMIC REQUIREMENTS OF THE UNIFORM BUILDING CODE AND ALL LOCAL ORDINANCES.
- G14. PROVIDE A MANUAL DISCONNECTING MEANS, CAPABLE OF BEING LOCKED IN THE OPEN POSITION FOR ALL MOTORS NOT WITHIN SIGHT OF OR MORE THAN TWENTY-FIVE (25) FEET FROM ITS CONTROLLER.
- G15. ALL CIRCUIT BREAKERS, FUSES, AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING RATING NOT LESS THAN THE MAXIMUM SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED & NO LESS THAN THE WITHSTAND RATING OF THE BUS THEY ARE CONNECTED TO.
- G16. PROVIDE A NAMEPLATE FOR EACH INDIVIDUALLY MOUNTED CIRCUIT BREAKER OR DISCONNECT SWITCH, ELECTRICAL PANELS, TRANSFORMERS, DISTRIBUTION BOARDS, ETC. PULL BOX, ARKITTE RECEPTACLE, AND FOR ANY OTHER CONTROL DEVICE OR MAJOR ITEM OF ELECTRICAL EQUIPMENT AS FOLLOWS:
 1 -- PROVIDE LAMINATED NAMEPLATES ENGRAVED IN 1/4" HIGH LETTERS TO CORRESPOND WITH THE DESIGNATION ON THE DRAWINGS. PROVIDE OTHER OR ADDITIONAL INFORMATION ON NAMEPLATES WHERE INDICATED. ORANGE FOR 480V.
 2 -- ATTACH NAMEPLATES TO EQUIPMENT WITH RIVETS, BOLTS, OR APPLICABLE SHEET METAL SCREWS. GLUE-ON TYPES AND POP-RIVETS TYPE ARE NOT ACCEPTABLE.
 LABEL ALL RECEPTACLES, OUTLETS, JUNCTION BOXES, WITH DYMO-TYPE EMBOSSED TAPE AS FOLLOWS:
 1 -- RECEPTACLES AND JUNCTION BOXES: PANEL AND CIRCUIT NUMBER.
 2 -- USE BLACK TAPE FOR 240V AND LESS.
 3 -- USE ORANGE TAPE FOR 277V AND ABOVE.
 INDICATE ON THE DEVICE IF THE CIRCUIT IS DEDICATED OR ISOLATED.
- G17. PROVIDE UPDATED, TYPED CIRCUIT BREAKER PANEL SCHEDULES THAT ACCURATELY REFLECT ALL CHANGES MADE.
- G18. THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, FITTINGS, JUNCTION BOXES, PULL BOXES, AND EXPANSION FITTINGS REQUIRED TO MEET FIELD CONDITIONS. CONTRACTOR SHALL DETERMINE ACTUAL MATERIAL AND HARDWARE REQUIREMENTS AND VERIFY ALL DIMENSIONS.
- G19. CONTRACTOR SHALL PROVIDE PULL LINE IN ALL EMPTY CONDUITS.
- G20. FUNCTIONALLY TEST THE ELECTRICAL INSTALLATION FOR PROPER OPERATION AND ROTATION.
- G21. FURNISH AND INSTALL ALL CONDUITS, WIRES, BOXES, SWITCHES, LIGHT FIXTURES (WITH LAMPS), RECEPTACLES, SERVICE DEVICES, PANELBOARDS AND OTHER EQUIPMENT SHOWN ON THE DRAWINGS AS REQUIRED FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM.
- G22. LOCATIONS SHOWN ON THE ARCHITECTURAL AND MECHANICAL DRAWINGS SHALL TAKE PRECEDENCE OVER THOSE SHOWN ON THE ELECTRICAL DRAWINGS. REFER TO THE REFLECTED CEILING PLAN AND THE ARCHITECTURAL FLOOR PLANS FOR EXACT LOCATIONS OF DEVICES. REFER TO THE MECHANICAL DRAWINGS FOR LOCATIONS OF HEATING, VENTILATING AND AIR CONDITIONING EQUIPMENT, PLUMBING, FIRE SUPPRESSION EQUIPMENT, ETC. VERIFY EXISTING SITE CONDITIONS, SERVICE REQUIREMENTS, AND EXACT LOCATIONS OF SERVICE FACILITIES BEFORE SUBMITTING BID.
- G23. INDEPENDENTLY SUPPORT ALL CONDUIT ABOVE SUSPENDED CEILING. SEISMIC WIRES ARE NOT TO BE USED FOR SUPPORT.
- G24. CONTRACTOR SHALL BE ALLOWED TO COMBINE CIRCUIT HOMERUNS. HOMERUNS SHALL NOT BE ALLOWED TO EXCEED MORE THAN THREE PHASE CONDUCTORS EXCEPT WHEN DERATING FACTORS ARE APPLIED.
- G25. PROVIDE PHASE ROTATION SIGN AND PHASE COLOR CODE IDENTIFICATION FOR ALL WIRES INSIDE ALL 480/208V PANEL BOARDS.
- G26. INSTALL THE FOLLOWING DEVICES ABOVE THE FINISHED FLOOR, UON.
- | | |
|--|--|
| RECEPTACLES, POWER OUTLETS | 18" TO C |
| VOICE, DATA, VOICE/DATA COMBINATION | 18" TO C |
| LIGHT SWITCHES | 48" TO C |
| CARD READERS & KEYPADS | 48" TO C |
| DISCONNECT SWITCHES | 60" AT HANDLE |
| TOP CIRCUIT BREAKER IN PANELBOARD | 72" |
| WALL MOUNT OCCUPANCY SENSOR | 96" TO C |
| RECEPTACLES SHOP LOCATIONS, COUNTERS OR DESKTOPS | 42" OR 6" TO C ABOVE SPLASHGUARD, COUNTER OR DESKTOP |
- G27. PROVIDE COLOR CODED AS SHOWN:
 COLOR CODE WILL BE CARRIED THROUGHOUT ALL BRANCHES ON A SINGLE CIRCUIT.
- | APPLICATION | COLOR CODING |
|---|--|
| 1. 3-PHASE - 480/277 VOLT | A = BROWN B = ORANGE
C = YELLOW
NEUTRAL = GRAY
GROUND = GREEN |
| 2. 3-PHASE - 120/208 VOLT | A = BLACK B = RED C = BLUE
NEUTRAL = WHITE
GROUND = GREEN |
| 3. 1-PHASE - 120 VOLT ISOLATED CIRCUIT (ORANGE RECEPTACLE ONLY) | HOT = ORANGE NEUTRAL = WHITE
GROUND = GREEN |
| 4. 1-PHASE - 120 VOLT CIRCUIT | HOT = BLACK, RED, OR BLUE
DEPENDING ON PHASE
NEUTRAL = WHITE |
| 5. DOOR SWITCHES | HOT = RED SWITCHED = BLUE |
| 6. FIRE CIRCUITS | RED |
- G28. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED.
- G29. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS.
- G30. POWER AND LIGHTING BRANCH CIRCUITS SHALL HAVE A MINIMUM TWO (2) #12 AWG. AND ONE (1) #12 AWG. GROUND TYPE THWN/THHN. ALL POWER WIRING SHALL RUN IN CONDUIT. PROVIDE ALL WIRES AND WIRE SIZES REQUIRED BY LATEST CODES.
- G31. SUBMIT TO THE ENGINEER SHOP DRAWINGS, MANUFACTURER'S DATA AND CERTIFICATES FOR EQUIPMENT, MATERIALS AND FINISH, AND PERTINENT DETAILS FOR EACH SYSTEM SPECIFIED. OBTAIN APPROVAL BEFORE PROCUREMENT, FABRICATION, OR DELIVERY OF THE ITEMS TO THE JOB SITE. PARTIAL SUBMITTALS ARE NOT ACCEPTABLE AND WILL BE RETURNED WITHOUT REVIEW.
- G32. ALL ELECTRICAL EQUIPMENT INSTALLED OUTDOORS SHALL BE WEATHERPROOF, MINIMUM OF NEMA 3R RATING. EXTERIOR CONDUIT RUNS INTO BUILDINGS SHALL BE INSTALLED WITH FLASHING, CAULKED AND SEALED. CONDUITS FOR EXTERIOR ELECTRICAL DEVICES SHALL BE RUN INSIDE BUILDING, UON.
- G33. SIZE FUSES FOR ALL FUSED SWITCHES PER SUPPLIED EQUIPMENT MANUFACTURER'S RECOMMENDATION.

GROUNDING NOTES:

- GD1. ALL GROUND GRID CONDUCTORS ARE #4/0 SOFT DRAWN BARE COPPER.
- GD2. GROUND RODS SHALL BE MIN 10 FEET IN LENGTH, 3/4" DIAMETER, AND COPPER CLAD.
- GD3. CONNECTIONS TO GROUND RODS SHALL BE EXOTHERMIC TYPE. TEST WELL CONNECTIONS SHALL BE BOLTED TYPE.
- GD4. THE CONTRACTOR SHALL MAKE GROUND RESISTANCE MEASUREMENTS AS REQUIRED BY THE LATEST EDITION OF NEC, DOCUMENT THE READINGS AND REPORT THEM TO THE ENGINEER.
- GD5. MAJOR EQUIPMENT SHALL BE CONNECTED TO THE GROUND GRID BY TWO CONNECTIONS FROM DIFFERENT PARALLEL MAIN GRID CONDUCTORS.
- GD6. WHEN AN EXPOSED GROUND CABLE IS RUN IN METAL CONDUIT OR PROTECTED BY A METAL GUARD; THE GROUND CABLE SHALL BE BONDED AT BOTH ENDS TO THE CONDUIT OR THE GUARD.

GROUNDING NOTES:

- GD7. UNLESS OTHERWISE NOTED, BURIED GROUNDING CONDUCTORS SHALL HAVE A MINIMUM OF 2 1/2" FEET OF COVER (30").
- GD8. BURIED GROUNDING CONDUCTORS SHALL BE KEPT A MINIMUM OF 12 INCHES WHEN CROSSING METAL OBJECTS, SUCH AS BURIED PIPING OR STEEL.
- GD9. WHERE GROUNDING CONDUCTOR IS BURIED PARALLEL TO UNDERGROUND METALLIC PIPING, THREE (3) FEET SEPARATION SHALL BE MAINTAINED BETWEEN THE PIPING AND GROUND CONDUCTOR TO PREVENT POSSIBLE GALVANIC ACTION.
- GD10. GROUND CONDUCTOR PIGTAIL "STUB-UPS" SHALL STUB-UP WITHIN SIX (12") INCHES OF THE EQUIPMENT WITH A THIRTY (36") INCH PIGTAIL ABOVE FINISHED FLOOR; IF THE EQUIPMENT HAS A GROUND PAD OR BUS, WITHIN SIX (12") INCHES OF THE POINT OF CONNECTION.
- GD11. ALL GROUNDING CONDUCTOR JUNCTIONS BURIED IN THE EARTH SHALL BE MADE BY EITHER THE EXOTHERMIC PROCESS OR COMPRESSION METHOD.
- GD12. ALL JUNCTIONS MADE ABOVE GROUND OR IN TEST WELLS SHALL BE BOLTED CONNECTIONS, EXCEPT THOSE AT BUILDING COLUMNS WHICH MAY BE EITHER BOLTED OR EXOTHERMIC TYPES.

ELECTRICAL ABBREVIATIONS

A	AMPERE	MH	MAN HOLE
AFF/AFG	ABOVE FINISHED FLOOR/ABOVE FINISHED GRADE	MCB	MAIN CIRCUIT BREAKER
AV	AUDIO VISUAL	MDF	MAIN DISTRIBUTION FRAME
ATS	AUTOMATIC TRANSFER SWITCH	MECH	MECHANICAL
BLDG.	BUILDING	MIN	MINIMUM
C	CONDUIT	MLO	MAIN LUGS ONLY
CAT	CATEGORY	MSB	MAIN SWITCHBOARD
CATV	CATV	MTD	MOUNTED
CB	CIRCUIT BREAKER	(N)	NEW
CKT	CIRCUIT	NE	NON ELECTRICAL
CLG.	CEILING	NEUT	NEUTRAL
CO	CONDUIT ONLY	NEC	NATIONAL ELECTRICAL CODE
COMM	COMMUNICATION	NL	NIGHT LIGHT
CU	COPPER	NFSS	NON FUSED SAFETY SWITCH
(D)	DEMO	NTS	NOT TO SCALE
DIST	DISTRIBUTION	OC	ON CENTER
DWG	DRAWING	OS	OCCUPANCY SENSOR
(E)	EXISTING	P	POLE
(ERL)	EXISTING TO BE RELOCATED	PNL	PANEL
ELECT	ELECTRIC(AL)	PVC	POLYVINYL CHLORIDE
EMT	ELECTRIC METALLIC TUBING	RECEPT	RECEPTACLE
EP	EXPLOSION PROOF	REF	REFERENCE
(ER)	EXISTING TO REMAIN	(R)	RELOCATED
F	FUSED	RGC	RIGID GALVANIZED STEEL CONDUIT
FA	FIRE ALARM	REQ	REQUIRED
FACP	FIRE ALARM CONTROL PANEL	RM	ROOM
FIXT	FIXTURE	SC	SHORT CIRCUIT
FLA	FULL LOAD AMPERES	SM	MANUAL MOTOR SWITCH
FLEX	FLEXIBLE	SPC	SPACE
FSS	FUSED SAFETY SWITCH	SPEC	SPECIFICATION(S)
FT	FOOT OR FEET	SPR	SPARE
G; GND	GROUND(ED)	SWG	SWITCHGEAR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	SWBD	SWITCHBOARD
HH	HAND HOLE	TCP	TEMPERATURE CONTROL PANEL
HOA	HAND-OFF-AUTOMATIC	TEL	TELEPHONE
HP	HORSEPOWER	TTB	TELEPHONE TERMINAL BACKBOARD
HT	HEIGHT	TYP	TYPICAL
IMC	INTERMEDIATE METAL CONDUIT	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSER
IDF	INTERMEDIATE DISTRIBUTION FRAME	UON	UNLESS OTHERWISE NOTED
JB	JUNCTION BOX	UPS	UNINTERRUPTIBLE POWER SUPPLY
KAIC	AMPERE INTERRUPTING CAPACITY, IN THOUSANDS	UTY	UTILITY
LCP	LIGHTING CONTROL PANEL	VFD	VARIABLE FREQUENCY DRIVE
LEL	LOWER EXPLOSION LEVEL	W/	WITH
LDA	LIGHTING DESIGN ALLIANCE	WP	WEATHERPROOF
LT(G)	LIGHT(ING)	XFMR/TR	TRANSFORMER

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INCORPORATED JUNE 30, 1964

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PUBLIC WORKS DEPARTMENT
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PREPARED BY:
AEPC group
Southern California Office
18565 SOLEDAD CANYON RD SUITE #210
SANTA CLARITA, CA 91351
TELEPHONE: 949-224-1590
FACSIMILE: 949-269-7954

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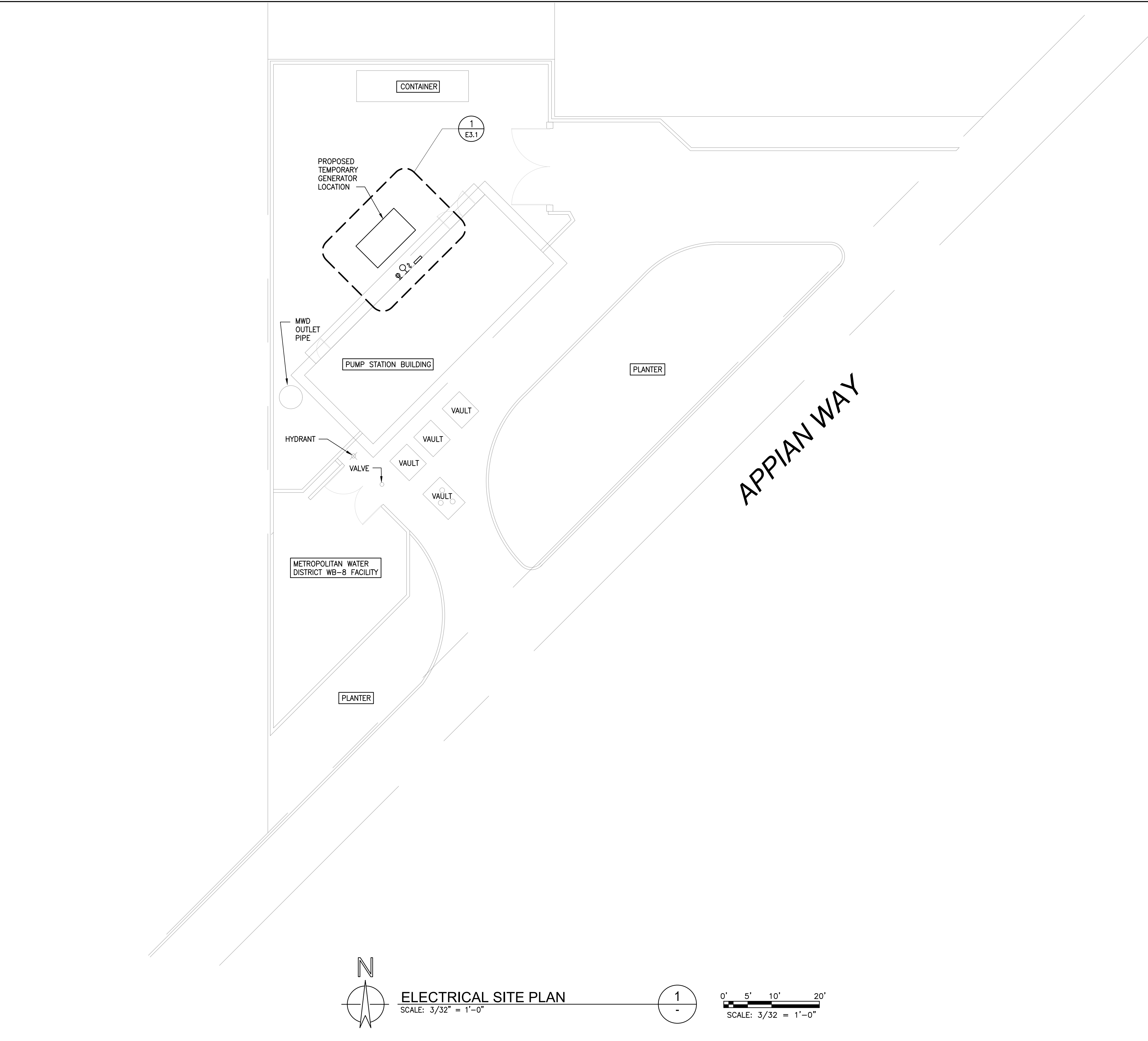
RYAN DAMON
ASSOCIATE ENGINEER

DESIGNED BY: AJ
DRAWN BY: JO
CHECKED BY: GV
PROJECT NO. CLOM-22026
SHT 3 OF 7 SHTS

STANDBY POWER GENERATOR AT
APPIAN WAY

ELECTRICAL GENERAL NOTES, SYMBOLS, ABBREVIATIONS E0.1

PROJECT AND SHEET TITLE



- GENERAL NOTES:**
1. ALL ITEMS ARE NEW (N) UNLESS OTHERWISE NOTED AS EXISTING (E). (D) DENOTES EQUIPMENT SCHEDULED TO BE DEMOLISHED.
 2. GENERATOR DIMENSIONS ARE NOT FINAL UNTIL SHOP DRAWINGS ARE RECEIVED.
 3. ALL EQUIPMENT AND DEVICES SHOWN IN THIN/LIGHT LINEWEIGHT ARE EXISTING TO REMAIN OR WORK BY OTHERS. ALL ITEMS SHOWN IN BOLD/DARK LINEWEIGHT ARE NEW WORK.
 4. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ALL EQUIPMENT AND DEVICES WITH ALL TRADES PRIOR TO ROUGH-IN AND INSTALLATION.
 5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING ALL DEMOLISHED EQUIPMENT AND MATERIAL.

ELECTRICAL SITE PLAN
 SCALE: 3/32" = 1'-0"

SCALE: 3/32" = 1'-0"

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SUBMITTED BY AEPC : _____ DATE _____

APPROVED BY City : _____ DATE _____

RYAN DAMON
ASSOCIATE ENGINEER

**STANDBY POWER GENERATOR AT
APPIAN WAY**

ELECTRICAL SITE PLAN
E1.1

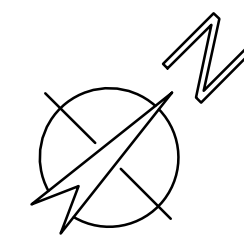
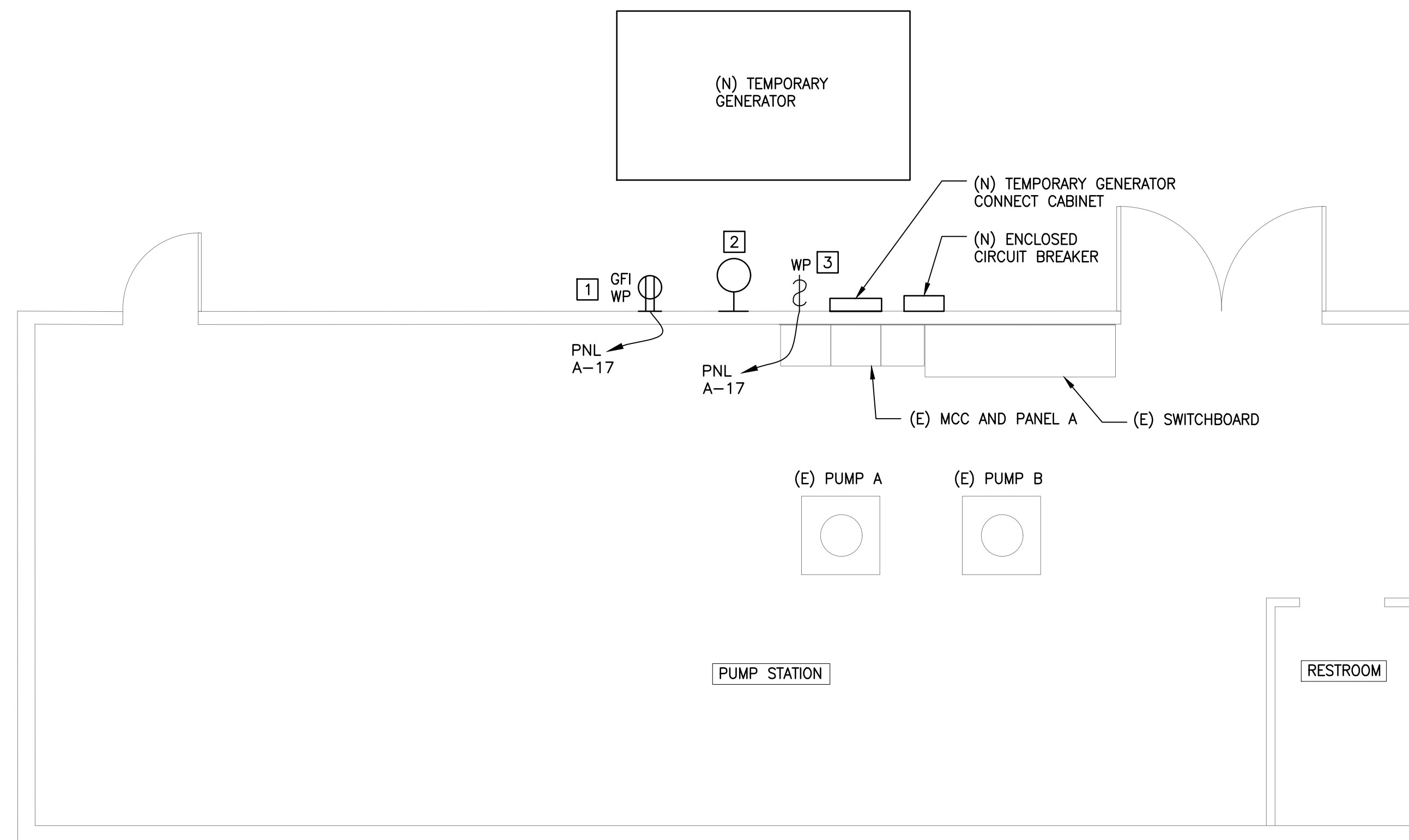
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DRAWN BY : IO
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PROJECT NO.
CLOM-22026
SHT 4 OF 7 SHTS

GENERAL NOTES:

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4. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ALL EQUIPMENT AND DEVICES WITH ALL TRADES PRIOR TO ROUGH-IN AND INSTALLATION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY DISPOSING ALL DEMOLISHED EQUIPMENT AND MATERIAL.
6. ALL CONDUIT RUN OUTDOORS SHALL BE RGS TYPE.

KEY NOTES:

- 1 PROVIDE 20A,120V GFI RECEPTACLE IN WEATHERPROOF ENCLOSURE FOR TEMPORARY GENERATOR BATTERY CHARGER. TEMPORARY GENERATOR TO BE CONNECTED TO RECEPTACLE WHILE NOT IN USE.
- 2 PROVIDE LED WALL PACK. MFR: LITHONIA, P/N: TWPX1 LED P2 50K MVOLT OR APPROVED EQUAL.
- 3 LIGHTING FOR TEMPORARY GENERATOR SERVICING TO BE MANUALLY SWITCHED AND IS EXEMPT FROM TITLE 24 REQUIREMENTS. LIGHTING WILL ONLY OPERATE IN EMERGENCY CONDITIONS.



ELECTRICAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

1
-



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APPROVED BY City :	DATE
RYAN DAMON ASSOCIATE ENGINEER	

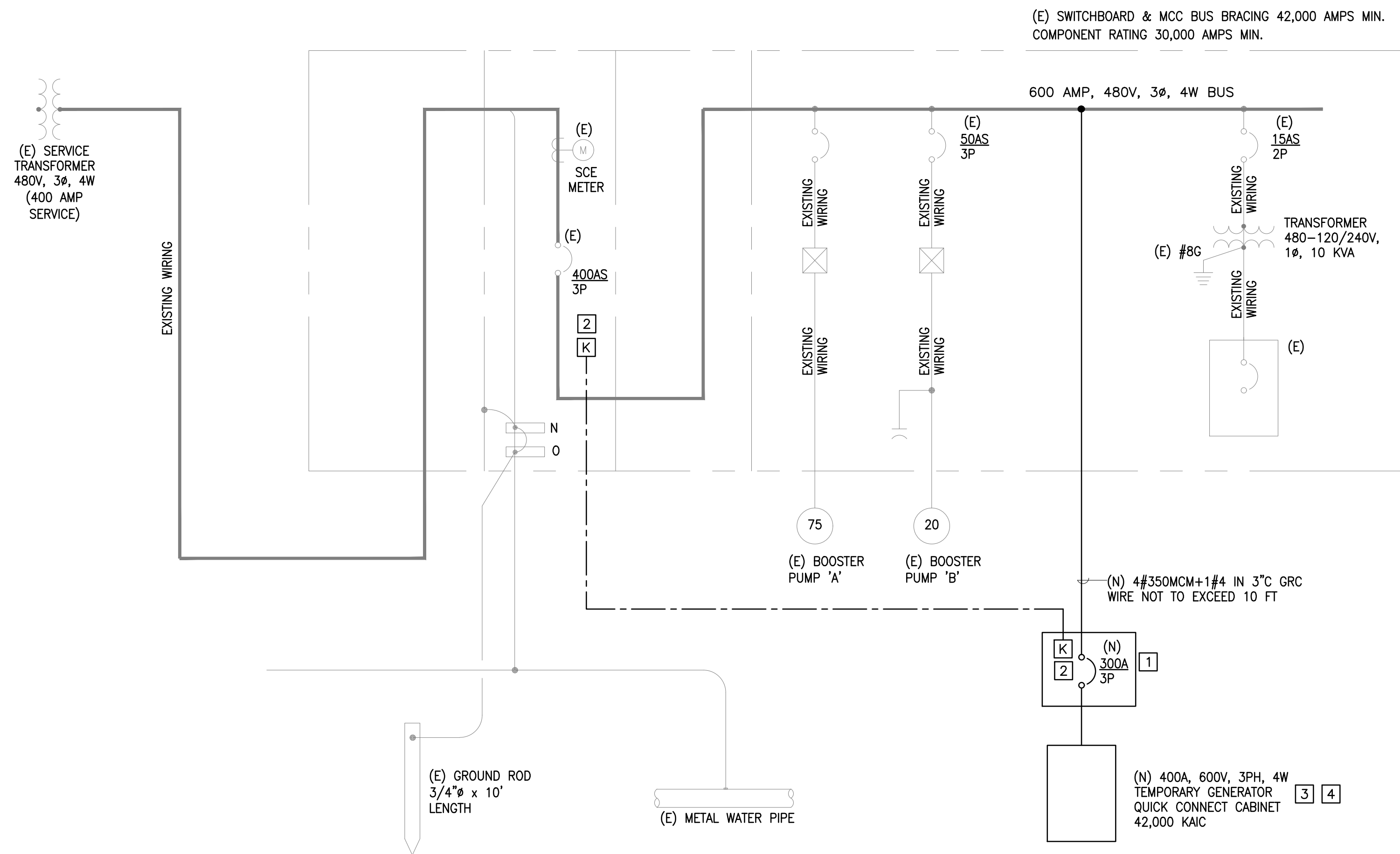
STANDBY POWER GENERATOR AT
APPIAN WAY

ELECTRICAL FLOOR PLAN

E3.1

PROJECT AND SHEET TITLE

DESIGNED BY : AI
DRAWN BY : IO
CHECKED BY : GV
PROJECT NO. CLOM-22026
SHT 5 OF 7 SHTS



SINGLE LINE DIAGRAM

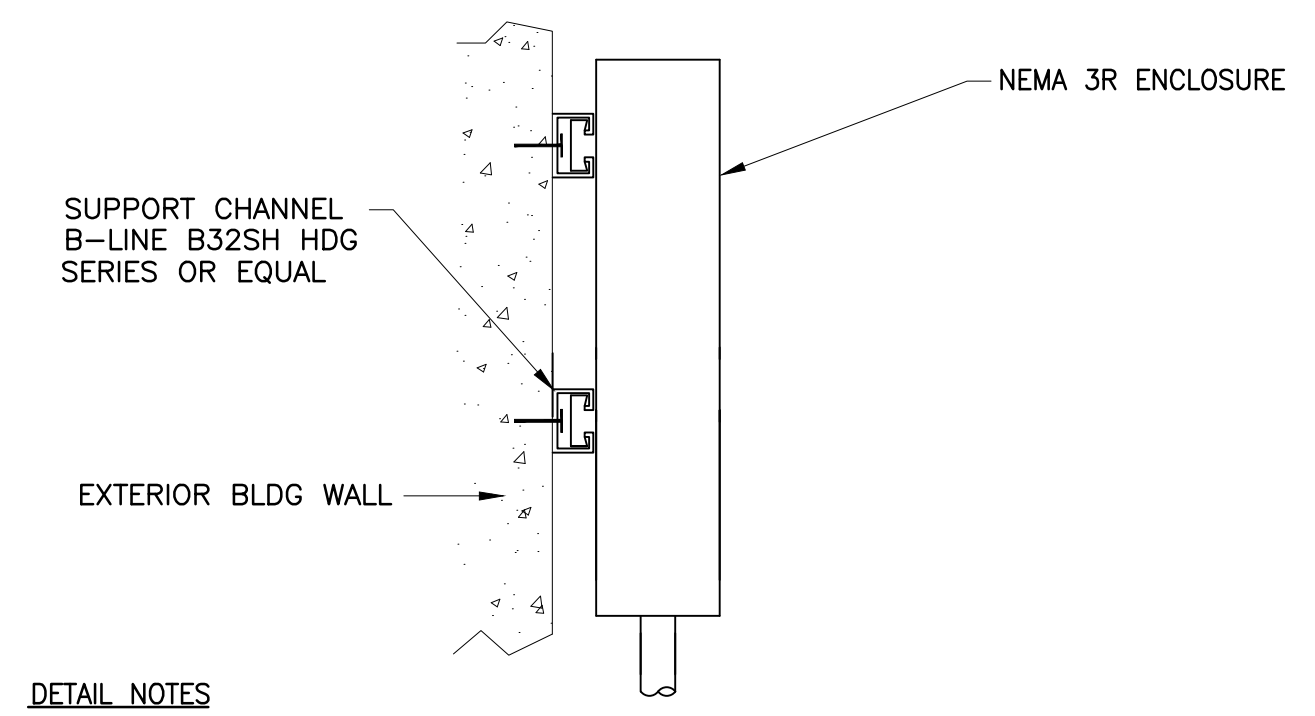
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- COORDINATE POWER SHUTDOWN WITH OWNER.
- ALL 20A CIRCUIT WIRING SHALL BE #12 AWG CU UNLESS NOTED OTHERWISE.
- ALL OUTDOOR CONDUIT RUN ON EXTERIOR OF THE BUILDING SHALL BE GRC UNLESS NOTED OTHERWISE.
- OWNER FURNISHED, CONTRACTOR INSTALLED NEW 500KW MOBILE LOAD BANK (ASCO MODEL 5500 OR APPROVED EQUAL). LOAD STEP 5 KW. COORDINATE WITH OWNER EXACT STORAGE SIZE OR APPROVED EQUAL.
- OWNER FURNISHED, CONTRACTOR INSTALLED NEW OR RENTAL 158KW, 480/277V, 3PH, 4W TRAILER MOUNTED MOBILE GENERATOR MFR: KWIET POWER, PART NUMBER: DGK 180F OR APPROVED EQUAL.

KEY NOTES:

- PROVIDE (N) ENCLOSED CIRCUIT BREAKER IN NEMA-3R ENCLOSURE FOR (N) TEMPORARY GENERATOR. PROVIDE ALL NECESSARY TO INSTALL NEW CIRCUIT BREAKER.
- PROVIDE KIRK-KEY INTERLOCK BETWEEN (N) TEMPORARY GENERATOR BREAKER AND (E) MAIN BREAKER.
- (N) TEMPORARY GENERATOR QUICK CONNECT INSTALLED ON EXTERIOR DOOR. GENERATOR QUICK CONNECT SHALL BE ASCO P/N: 3QC-NC OR APPROVED EQUAL.
- PROVIDE (2) SETS OF WIRE FOR TEMPORARY GENERATOR CONNECTION TO GENERATOR QUICK CONNECT CABINET:
WIRE #1 - 20 FT LENGTH CAMLOCK EXTENSION WIRE.
WIRE #2 - 100 FT LENGTH CAMLOCK EXTENSION WIRE.

PANELBOARD IDENTIFICATION:		EXISTING PANEL											
IDENTIFICATION: <u> A </u>													
LOCATION: <u> MCC </u>		MAIN: <u> - </u>		BUS: <u> 100A </u>		VOLTS: <u> 240 /120V </u>							
PROTECTIVE DEVICES: <u> - </u>		MOUNTING: <u> - </u>		PHASE: <u> 1 </u>		WIRE: <u> 3 </u>							
DESCRIPTION	VOLT-AMP		BREAKER		WIRE AND CONDUIT		OR/J POLE#		BREAKER		VOLT-AMP		DESCRIPTION
	A	B	AMP	POLE	WIRE AND CONDUIT	OR/J POLE#	OR/J POLE#	WIRE AND CONDUIT	AMP	POLE	A	B	
(E) LOAD	700		20	1	EXISTING	1	2	EXISTING	20	1	360		(E) LOAD
(E) LOAD		700	20	1	EXISTING	3	4	EXISTING	20	1		540	(E) LOAD
(E) LOAD	100		20	1	EXISTING	5	6	EXISTING	20	1	540		(E) LOAD
(E) LOAD		100	20	1	EXISTING	7	8	EXISTING	20	1		300	(E) LOAD
(E) LOAD	200		20	1	EXISTING	9	10	EXISTING	20	1	100		(E) LOAD
(E) LOAD		200	20	1	EXISTING	11	12	EXISTING	20	1		100	(E) LOAD
(E) LOAD	200		20	1	EXISTING	13	14	EXISTING	20	1			SPARE
SPACE			20	1	EXISTING	15	16		20	1			SPARE
(N) TEMP GEN RECEPTACLE			300	1	2#12*1#12G IN 3/4" C	17	18		20	1			SPACE
VOLT-AMPERES													
TOTAL:		BUS A: 1500	BUS B: 1500	(ODD)									
		1000	940	(EVEN)									
SUBTOTALS:		2500	2440	=	TOTAL OF	4.9	KVA	LINE AMPS TOTAL =		21			
DEMAND FACTOR:						1.0	KVA						
DEMAND LOAD:						4.9	KVA						
EXISTING LOAD:						0.0	KVA						
TOTAL LOAD:						4.9	KVA						
* PROVIDE NEW CIRCUIT BREAKER													



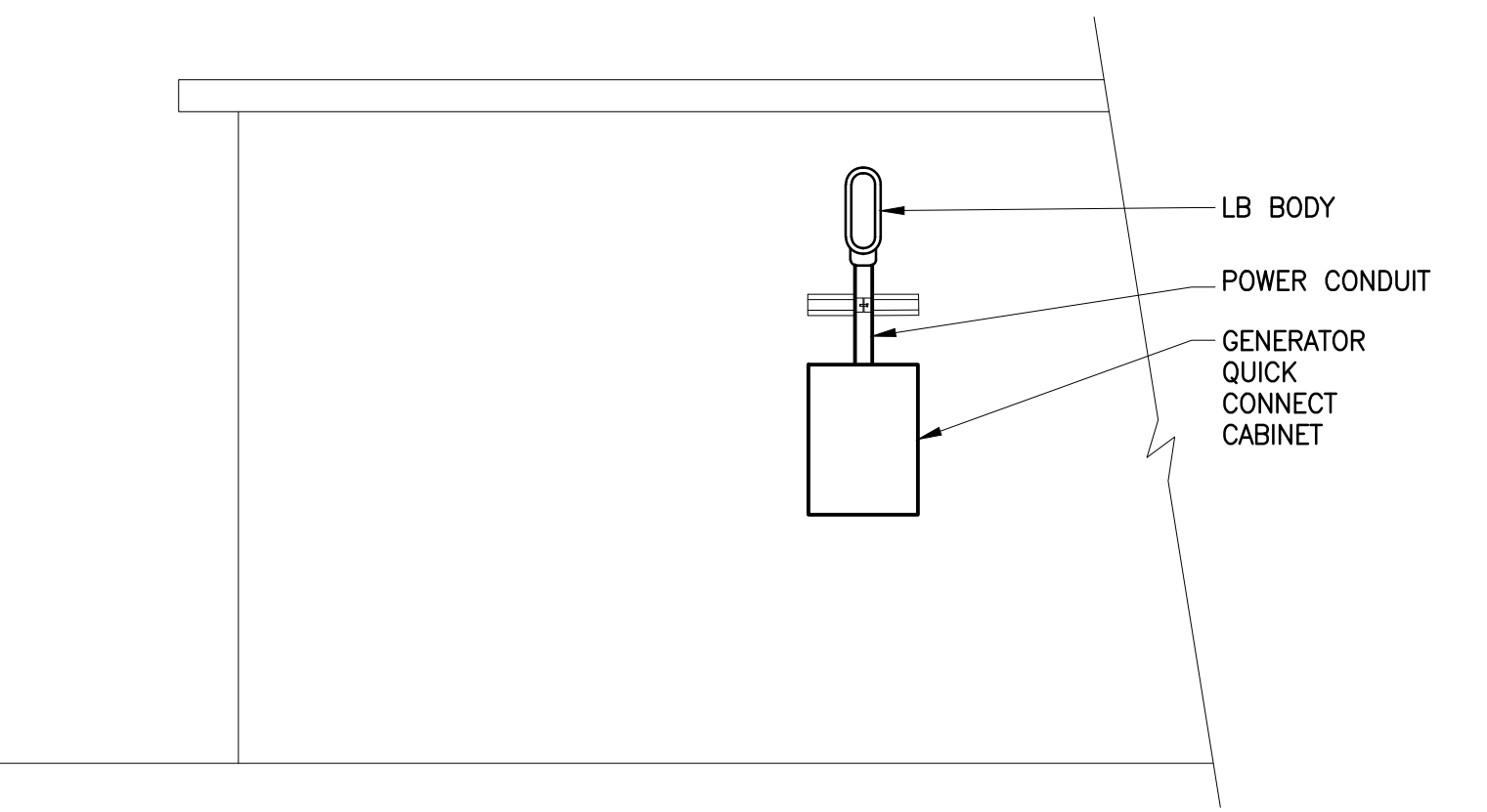
DETAIL NOTES
 1. FOR WOOD STUD WALL:
 USE 3/8" LAG BOLT WITH MIN 1-1/2" EMBEDMENT INTO STUDS. (ONE AT EACH END OF BRACKET)

FOR CONCRETE WALL:
 USE 3/8" WEDGE ANCHOR WITH MIN 2-1/2" EMBEDMENT INTO CONCRETE WALL.
 (ONE AT EACH END OF BRACKET).

**GENERATOR QUICK CONNECT
 CABINET MOUNTING DETAIL**

1
 -

SCALE: NTS



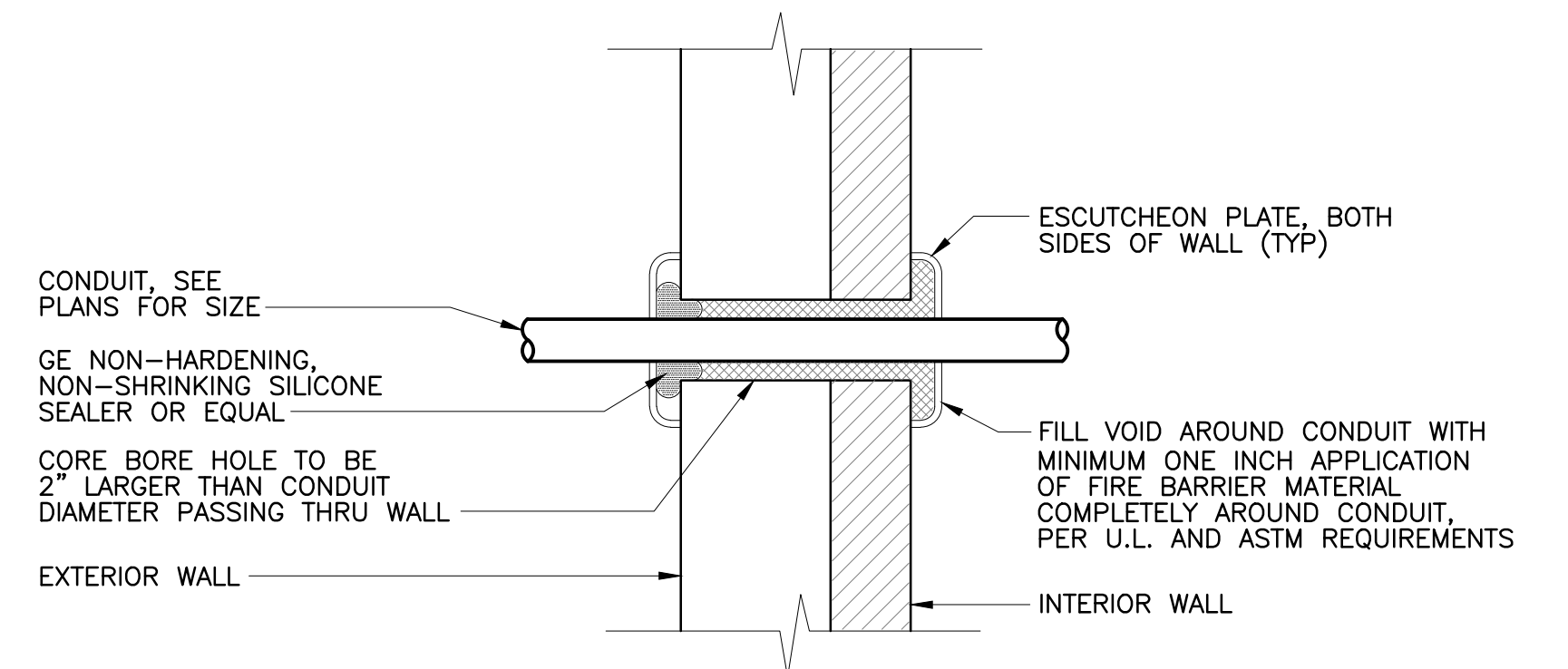
DETAIL NOTES:

1. LOCATED ON EXTERIOR WALL OF THE BUILDING, UON.
2. INSURE BENDING RADIUS PER TIA/EIA STANDARDS.
3. APPROXIMATE LOCATIONS OF GENERATOR QUICK CONNECT CABINET SHOWN. VERIFY IN FIELD.
4. CONDUIT TYPES AND QTY SHOWN FOR REFERENCE, REFER TO PLANS FOR QUANTITIES AND TYPES OF CONDUITS.

TYPICAL CONDUIT RISER

2
 -

SCALE: N.T.S.



CONDUIT THRU EXTERIOR WALL

3
 -

SCALE: NTS

NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.

811
 Know what's below.
 Call before you dig.
 TWO WORKING DAYS BEFORE YOU DIG



City of Lomita
 PUBLIC WORKS DEPARTMENT
 24300 NARBONNE AVENUE, LOMITA, CA 90717
 TEL. (310) 325-7110
 FAX. (310) 325-4024

PREPARED BY :

 Southern California Office
 18565 SOLEDAD CANYON RD SUITE #210
 SANTA CLARITA, CA 91351
 TELEPHONE: 949-224-1590
 FACSIMILE: 949-269-7954

NO.	DATE	BY	DESCRIPTION	APPROVED
1	04/07/23	AEPC	100% DESIGN SET	GV

SUBMITTED BY AEPC : _____ DATE _____

APPROVED BY City : _____ DATE _____

RYAN DAMON
 ASSOCIATE ENGINEER

**STANDBY POWER GENERATOR AT
 APPIAN WAY**

ELECTRICAL DETAILS E7.1

PROJECT AND SHEET TITLE

DESIGNED BY : AI
 DRAWN BY : IO
 CHECKED BY : GV
 PROJECT NO.
 CLOM-22026
 SHT 7 OF 7 SHTS



CITY OF LOMITA

24300 Narbonne Avenue
Lomita, CA 90717

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

STANDBY POWER GENERATOR AT APPIAN WAY

BID OPENING

MONTH, DATE, 2023

XX:XX P.M.

Under the Supervision of:

Aleksei Isen, PE

XX-XX-2023

Date



MONTH 2023

TABLE OF CONTENTS

SECTION A-NOTICE INVITING BIDS (A)

NOTICE INVITING BIDS.....	A-2
---------------------------	-----

SECTION B-INSTRUCTIONS TO BIDDERS (B)

I. QUALIFICATION OF BIDDERS	B-2
II. BIDDER'S RESPONSIBILITY	B-3
III. ADDENDA TO CONTRACT DOCUMENT	B-3
IV. PREPARATION OF THE BID	B-4
V. BID BOND	B-5
VI. NON-RESPONSIVE BIDS AND REJECTION	B-5
VII. AWARD OF CONTRACT	B-5
VIII. EXECUTION OF CONTRACT	B-5
IX. APPRENTICESHIP EMPLOYMENT STANDARDS	B-6
X. PERMIT, LICENSE AND PUBLIC WORKS AGREEMENT	B-6
XI. INSURANCE	B-6
XII. PRE-BID INQUIRIES	B-6
XIII. LABOR CODE – SB 854	B-6
XIV. PREVAILING WAGE	B-6
XV. GUIDELINES DURING COVID-19 PANDEMIC.....	B-6

SECTION C-BID DOCUMENTS

BIDDERS PROPOSAL	C-2
CONTRACTOR'S AFFIDAVIT	C-7
BID BOND (10%)	C-9
LIST OF SUBCONTRACTORS	C-10
CONSTRUCTION PROJECT REFERENCES.....	C-11
VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS	C-12
DISQUALIFICATION OR DEBARMENT	C-13

SECTION D – DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY AFTER AWARD OF CONTRACT

PUBLIC WORKS AGREEMENT	D-2
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT	D-11
PERFORMANCE BOND	D-13
LABOR AND MATERIAL BOND	D-15
WORKERS' COMPENSATION INSURANCE CERTIFICATION.....	D-18

SECTION E - SPECIAL PROVISIONS

SECTION F – ELECTRICAL SPECIFICATIONS

APPENDIX I - CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

APPENDIX II - CITY BUSINESS LICENSE APPLICATION

APPENDIX III - CITY OF LOMITA STANDARD PLANS

SECTION A
NOTICE INVITING BIDS



CITY OF LOMITA, CALIFORNIA

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Lomita, County of Los Angeles, California (hereinafter "City") will receive sealed bids at the Office of the City Clerk, City Hall, 24300 Narbonne Avenue, Lomita CA 90717 until **XX:00 PM on Day, Month XX, 2023** at which time all bids will be publicly opened and read in the City Council Chamber at the above address for:

STANDBY POWER GENERATOR AT APPIAN WAY

This project consists of new mobile generator and modifications to existing electrical distribution system at the City Of Lomita Public Works facility. The work to be done, in general, consists of furnishing all material, tools, equipment, and incidentals to perform the work as specified on drawings.

The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.

Each bid must be submitted in writing on a bid proposal furnished by the City. Bids must conform and be responsive to all contract documents. All bids must be sealed and must be plainly marked in the lower left-hand corner "**STANDBY POWER GENERATOR AT APPIAN WAY**".

Plans and Specifications may be downloaded and printed from the City's website at no charge at:

http://www.lomita.com/cityhall/business/index.cfm?p=bids_RFP/index.cfm

Prospective bidders who only view and/or print the Plans and Specifications from the City's website will not automatically be added to the City's Plan Holder list for this project unless they send an email to the to the Project Manager at r.damon@lomitacity.com and provide the firm's name, address, telephone and contact person with a valid email address. This will ensure that the prospective bidder is listed as a "Plan Holder" and will be informed of any addenda and all information issued subsequent to obtaining the official form of proposal.

Addenda will be posted on the City website, but it shall be the bidder's responsibility to inquire for any addenda/updates to this Notice Inviting Bid prior to submitting their bid.

Each proposal must be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Lomita, in an amount not less than 10 percent of the total bid submitted.

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney. The successful bidder will also be required to pay the State of California prevailing wage scale as determined by the Department of Industrial Relations, available at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsible bidder. Plans and Specifications will be available for review at City Hall.

The contractor shall possess a valid State of California Contractors License, **Class A**. All work shall be completed within **30 working days** from the date of the Notice to Proceed (NTP). Contractor shall provide testing of entire electrical system per electrical specifications provided with this project.

All questions regarding this bid must be submitted in writing on or before **XX:00 PM on Day, Month XX, 2023**, to the Project Manager, via email at r.damon@lomitacity.com.

Kathleen Horn Gregory, CMC,
City Clerk

Publish in Daily Breeze on **February 3rd and February 10th, 2022**

SECTION B
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

I. QUALIFICATION OF BIDDERS

1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

2. Contractor's License

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. **The required prime contractor license for this project is a Class A Contractor's license.** However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

3. Contractor Registration Requirements

SB 854 amended the Labor Code to require all contractors bidding on public work to register with the Department of Industrial Relations (DIR) and to pay an annual fee. The registration requires contractors to provide the State with evidence of the contractors' compliance with a number of statutory requirements. The registration requirement took effect on July 1, 2014.

4. Bidder's Submittal and Contract Award Prohibited

Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public work on or after March 1, 2015. Similarly, a public entity cannot award a public work contract to a non-registered contractor, effective April 1, 2015. Also refer to Section 5-3.1 of the Special Provisions.

5. Bidder Qualifications

Bidder Qualifications called for to be submitted at the time of bid include, but are not necessarily limited to:

- a. The Contractor shall have been in business under the same name and California Contractor's License for a minimum of 10 continuous years prior to the bid opening date for this project. The license used to satisfy this requirement shall be of the same type as required by the contract.
- b. The Contractor shall provide a minimum of 3 references for the construction of street rehabilitation projects which have been successfully completed in the State of California with a construction cost of at least \$2M. during the past 5 years
- c. The Contractor or the Subcontractor performing the construction of street rehabilitation shall have a minimum of 10 years' experience under the same name and California Contractor's License
- d. The Contractor shall perform above 50% of the contract with its own forces.

II. BIDDER RESPONSIBILITY

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with the Lomita Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provisions and criteria set forth in the Lomita Municipal Code, the Public Works Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2nd lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

III. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda to the Contract Documents during the period of advertising for any reason. The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

Addenda will be posted on the City website, but it shall be the bidder's responsibility to inquire for any addenda/updates to this Notice Inviting Bid prior to submitting their bid.

IV. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Plans and the Work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the drawings, specifications, and other contract documents.

2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work based on field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder.

Required seven (7) Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Contractor's Affidavit
- 3) Bid Bond (10%)
- 4) List of Subcontractors
- 5) Construction Project References
- 6) Violations of Federal or State Law
- 7) Disqualification or Debarment

All prices submitted will be considered as including any and all sales or use taxes. The Bid Proposal must be completed in ink or in typewritten form. The bid sum and all bid amounts on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

In the case of discrepancy between unit bid price and total bid, the unit price shall prevail.

V. BID BOND

Each bid shall be accompanied by Bidder's Security in an amount equal to ten (10) percent of the bid amount, which security shall be lawful money of the United States of America and in one of the following forms: (i) cashier's check made payable to the City of Lomita, (ii) certified check made payable to the City of Lomita, or (iii) bid bond executed by an admitted surety insurer and made payable to the City of Lomita. City Bid Bond form must be used.

VI. NON-RESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required seven (7) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

VII. AWARD OF CONTRACT

In accordance with the Lomita Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed ninety (90) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

VIII. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- 1) Contract - Public Works Agreement
- 2) Construction or Service Contract Endorsement
- 3) Performance Bond (100% of Bid price)
- 4) Labor and Material Bond (100% of Bid price)
- 5) Workers' Compensation Insurance Certificate
- 6) Verification of Insurance Coverage (Certificates and Endorsements)
- 7) Construction Permit Application Form
- 8) Business License Application Form

IX. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

X. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. A no fee Excavation Permit will be issued by the City of Lomita for this project. The Contractor shall obtain a City of Lomita Business License.

XI. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

XII. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must e-mail their question(s) on or before **1:00 PM on day, Month date, 2023**, to the Project Manager, via email at r.damon@lomitacity.com. Questions received after this date may not be considered.

XIII. LABOR CODE – SB 854

The bidder shall be registered with the Department of Industrial Relations (DIR) in accordance with the provisions of Section 1771.1 of the California Labor Code, as amended by SB 854. No public work contract may be awarded to a non-registered contractor or subcontractor after April 15, 2015.

XIV. PREVAILING WAGE

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>

XV. GUIDELINES DURING COVID-19 PANDEMIC

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.

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.

SECTION C
BID DOCUMENTS

(TO BE SUBMITTED WITH BID PACKAGE)

BIDDER'S PROPOSAL

STANDBY POWER GENERATOR AT APPIAN WAY

Company: _____

Honorable Mayor and Members
of the Lomita City Council
Lomita, California

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Lomita for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

The undersigned hereby acknowledges that he/she has examined the copies of the plans, specifications and all Contract Documents for this project and is fully aware of scope of the work.

The undersigned also acknowledges that he/she has examined the project site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

The undersigned also acknowledges that timely completion of the project is important to the City. Therefore time being of the essence, he/she proposes that the work will be commenced and will be completed within the time specified in the Notice Inviting Bids.

Specification or Items not indicated on Bid Form: The Contractor is to accommodate those portions of the work required by the specifications or contract documents, whose method of payment is not included in other bid items elsewhere.

In addition, bid items costs associated with bonds, insurance, traffic control, labor, equipment, materials, overhead, profits, any and all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within 30 working days from the date the notice to proceed is issued by the Engineer.

PROJECT BID SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Total Bid
1	General Requirements	1	EA	\$	\$
2	Core Drill Penetration Holes at Exterior Wall	1	EA	\$	\$
3	Install Generator Connect Cabinet including Quick Connect	1	EA	\$	\$
4	Install New Circuit Breaker in Existing Main Switchboard	1	EA	\$	\$
5	Install Kirk-Key Interlock	1	EA	\$	\$
6	Install Conduits and Wiring including 20' and 100' Camlock Extension Wires	1	EA	\$	\$
7	Lighting	1	EA	\$	\$
8	Install GFI Receptacle for Battery Charger	1	EA	\$	\$
9	Support Testing of Rental Generator	1	EA	\$	\$
10	Support Testing of Permanent Generator	1	EA	\$	\$
TOTAL BID (Items 1 through 10)				\$	

TOTAL BID:

(Figures) _____

(Words) _____

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing

such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Lomita.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Contractor _____

Date: _____ By: _____

Contractor's State License No.: _____ Class _____ Exp. Date: _____

Contractor's Address: _____

Phone: _____

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
 }
COUNTY OF _____}

_____, being first duly sworn, deposes and says:

1. That he is the _____
 Title
of _____
 (Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Lomita a proposal for:
STANDBY POWER GENERATOR AT APPIAN WAY

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lomita, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Lomita, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

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

Dated this _____ day of _____, 2023

Subscribed and Sworn to

Contractor

Title

before me this _____ day of _____, 2023.

Notary Public in and for said
County and State.
(Seal)

BID BOND (10%)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

as sureties, are held and firmly bound unto the City of Lomita, State of California, in the penal sum of _____ dollars (\$_____), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Lomita a bid or proposal for the performance of certain work as required in the City of Lomita, said work being: **STANDBY POWER GENERATOR AT APPIAN WAY** in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20____.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____

Phone No.: _____
Fax No.: _____

LIST OF SUBCONTRACTORS

STANDBY POWER GENERATOR AT APPIAN WAY

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

CONSTRUCTION PROJECT REFERENCE

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: _____ Federal/State: _____

If "yes," identify and describe, (including agency and status): _____

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: _____ Code/Laws: _____ Section/Article: _____

If "yes," identify and describe, (including agency and status): _____

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: _____. If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes/No: _____

SECTION D
CONTRACT DOCUMENTS

**TO BE SUBMITTED
WITHIN TWENTY ONE (21) CALENDAR DAYS
AFTER AWARD OF CONTRACT**



CITY OF LOMITA PUBLIC WORKS AGREEMENT

CITY OF LOMITA PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between _____ (hereinafter referred to as "CONTRACTOR") and the City of Lomita, California, a municipal corporation (hereinafter referred to as "CITY").

RECITALS

- A. Pursuant to the Notice Inviting Sealed Bids for **STANDBY POWER GENERATOR AT APPIAN WAY** Project, bids were received, publicly opened, and declared on the date specified in the notice.
- B. On March 15, 2022, Lomita's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.
- C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the **STANDBY POWER GENERATOR AT APPIAN WAY** Project in the City of Lomita.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the **STANDBY POWER GENERATOR AT APPIAN WAY** Project in the City of Lomita. The work shall be performed in accordance with the Plans and Specifications dated **MONTH** 2023 (the "Specifications" attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Lomita City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending,

or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. **COMPENSATION:** CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete the work within **30 working days** from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000.00 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. **PREVAILING WAGES:**

Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours

set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. CONTRACTOR'S LIABILITY: The City of Lomita and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnitees against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of any Indemnitee. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Builders General Provisions.
12. ASSIGNMENT: This Agreement is not assignable nor the performance of neither party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.
15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Lomita business license, if required under CITY ordinance.
16. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
18. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the

covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements, or promise not contained in this Agreement shall not be valid or binding. Any modification of this Agreement will be effective only if signed by the party to be charged.

19. **AUTHORITY:** CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
20. **NOTICES:** All notices permitted or required under this Agreement shall be in writing and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

CITY OF LOMITA, CA

24300 Narbonne Avenue, Lomita, CA 90717

Attention:

CONTRACTOR:

Attention:

21. **DISPUTES.** Disputes arising from this Agreement will be determined in accordance with the contract documents and Public Contracts Code §§ 10240-10240.13.
22. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this

section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

23. NO THIRD PARTY BENEFICIARY. This Agreement and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.
24. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
25. 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.
26. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Agreement will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California

CONTRACTOR'S License No. _____

CONTRACTOR

_____ By: _____
DATE

CONTRACTOR'S Business Phone _____

Emergency Phone at which CONTRACTOR can be reached at any time: _____

CITY OF LOMITA, CALIFORNIA

_____ By: _____
DATE Ryan Smoot, CITY MANAGER

ATTEST:

_____ By: _____
DATE Kathleen Horn Gregory, CITY CLERK

APPROVED AS TO FORM:

_____ By: _____
DATE Trevor Rusin, CITY ATTORNEY

Attachments: Exhibit A: Contractor's Bid Proposal

**CITY OF LOMITA
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT**

To be attached to and made a part of all policies insuring the liability of any person, form or corporation performing services under contract for the City of Lomita.

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

1. Include the City of Lomita as an additional insured. (To include the elected officials, appointed officials, and employees.)
2. Indemnify and save harmless the City of Lomita against any and all claims resulting from the undertaking specified in the contract known as:

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR
STANDBY POWER GENERATOR AT APPIAN WAY**

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

3. Not be cancelled except by notice to the City Attorney of the City of Lomita at least thirty (30) days prior to the date of cancellation.
4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$3,000,000 each Occurrence, and \$5,000,000 Aggregate.
5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Lomita as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:
 - (a) That the CONTRACTOR specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprenticeable craft or trade.
 - (b) By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code,

and I will comply with such provisions before commencing the performance of the work of this contract.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

Duly Authorized Agent

Attached to and forming part of

Policy No.: _____

of the: _____

Date: _____

Expiration Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and _____ a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Lomita, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that: **WHEREAS**, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20____, with the said City of Lomita for the **STANDBY POWER GENERATOR AT APPIAN WAY**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND (CONTINUED)

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED AND DATED this _____ day of _____, 20____.

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and _____ a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Lomita, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

LABOR AND MATERIAL BOND (CONTINUED)

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20 ____, with the City of Lomita for the **STANDBY POWER GENERATOR AT APPIAN WAY**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

LABOR AND MATERIAL BOND (CONTINUED)

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

EXECUTED, SEALED AND DATED this _____ day of _____, 20 ____

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

STANDBY POWER GENERATOR AT APPIAN WAY In compliance with Section 7-4 of the Standard Specifications, the CONTRACTOR shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

DATED: _____

CONTRACTOR

By: _____
Signature

Title: _____

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the latest editions of the Standard Specifications for Public Works Construction (SSPWC “Greenbook”), and the Standard Specification of the State of California Department of Transportation (Caltrans), as noted herein. These Special Provisions have been arranged in a format that parallels the SSPWC “Greenbook” Standard Specifications.

PART 1 - GENERAL PROVISIONS

SECTION 1 - GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS. Add or redefine the following:

AGENCY – The City of Lomita, herein referred to as City.

BOARD – The City Council of the City of Lomita, herein referred to as City Council.

ENGINEER –The Public Works Director/City Engineer of the City of Lomita, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

CLAIM -- A separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Agency.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General. Replace the entire sub-section with the following:

Within twenty-one (21) calendar days after the date of the City's award of contract, the Contractor shall execute and return all Contract Documents required by the City. The City reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

Per Lomita Municipal Code the City of Lomita reserves the right to reject any and all proposals, to waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

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

1-7.2 Contract Bonds. Add the following

The "Performance Bond" shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance of the project by the City Council.

SECTION 2 - SCOPE OF THE WORK

2-1 WORK TO BE DONE. Add the following:

Scope of Work. The Work generally consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to provide standby power generator at the Appian Way

Water Pumping Stations as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

The Work also includes all necessary traffic control; preparing and updating construction schedules; and site safety.

2-2 PERMITS. Replace the subsection with the following:

The Contractor shall obtain a Business License and Encroachment Permit before commencing construction.

SECTION 3 – CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. Add the following sentence to the first paragraph to read as follows:

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

Add the following subsections:

3-7.1.1 Plans. Included as part of the Contract Documents are the following, which show the location, character, dimensions or details of the Work:

1) Project Plans

The plans and data provided with the Contract Documents are based on existing plans and documents. The plans and data are provided for information only. The Owner does not guarantee their accuracy and correctness. If the Bidder in preparing the Bid Proposal uses this information, the Bidder assumes all risks resulting from conditions differing from the information shown. The Bidder, in consideration for the information being provided, hereby releases the City, from any responsibility of obligation as to the accuracy of such information or for any additional compensation for work performed due to assumptions based on the use of such information.

2) Standard Plans

- a. City of Lomita Standard Plans, latest edition
- b. Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), latest edition

3-7.1.2 SPECIFICATIONS. The Work shall be performed or executed in accordance with these Provisions and the following:

- 1) Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Greenbook, as written and promulgated by Public Works Standards, Inc. The Greenbook is published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) Sections 56-2, 84, 85, 86 and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.

3-7.2 Precedence of the Contract Documents. Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies.
- 2) Change Orders (including Plans and Specifications attached thereto).
- 3) Public Works Agreement
- 4) Addenda
- 5) Special and General Provisions
- 6) Plans
- 7) City Standard Plans
- 8) Other Standard Plans
- 9) Greenbook
- 10) Reference Specifications

With reference to the Plans/Drawings, the order of precedence is as follows:

- 1) Change Order plans govern over Addenda and Contract plans
- 2) Addenda plans govern over Contract plans
- 3) Contract plans govern over standard plans
- 4) Detail plans govern over general plans
- 5) Figures govern over scaled dimensions

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements
- 3) Special Provisions
- 4) Instruction to Bidders
- 5) Referenced Standard Plans
- 6) Referenced Standard Specifications

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the City's fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order in accordance with subsection 2-8. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

3-8 SUBMITTALS.

Submittals are required for the following:

- Construction Schedule
- Vendor Submittals (electrical equipment and wiring)

All Contractor submittals shall be carefully reviewed against the contract documents by an authorized representative of the Contractor, prior to submittal to the Engineer. A letter shall be included with each submittal stating the contract documents have been reviewed and the submitted product is correct for the project application and in strict conformance with the contract documents. The letter affidavit must be dated and signed by both the Contractor and the product manufacturer or service provider. In the case of shop drawings, each sheet shall be so dated and signed for approval. No consideration for review by the Engineer of any Contractor submittals will be made for any items which are not accompanied by affidavit by the Contractor. All submittals without an affidavit will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

The Engineer's review of Contractor submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

3-13 COMPLETION, ACCEPTANCE AND WARRANTY. Add the following:

It is the intent of the Specifications that only first-class materials and workmanship will be acceptable. The Contractor shall take all necessary measures to protect Work from damage and prevent accidents and vandalism during any and all phases of the work.

Until the final acceptance of the Work by the City, by written action of the Engineer, the Contractor shall have the charge and care thereof and will bear the risk of injury or damage to any part of the Work by the action of the elements, vandalism, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and will bear the expense thereof.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following subsection:

3-13.4 Manufacturer's Warranties. Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL- Add the following paragraph after the second paragraph:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship.

The Contractor, at no cost to the City, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion.

Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the City harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Maintenance Bond furnished to the City by the Contractor. There shall be specific wording in the Maintenance Bond, that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The City reserves the right to withhold the retention until the Maintenance Bond has been accepted by the City.

The Contractor shall make all repairs, replacements, and restorations covered by the Maintenance Bond within 10 working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the City to file claim against the bond.

Excepted from the Maintenance Bond will be defects caused by acts of God, acts of the City, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

If the work, or any portion thereof, shall be damaged in any way, or if any defective materials or faulty workmanship shall be discovered at any time prior to the final payment, the Contractor shall forthwith, at its own cost and expense, repair said damage, or replace such defective materials, or remedy such faulty workmanship in a manner satisfactory to the Engineer.

4-2 PROTECTION. Add the following:

The Contractor shall assume all risks and expense of interference and delay in his operations, and the protection from or the repair of damage to improvements being built under the contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to

an extension of time in accordance with the provisions of Subsection 6-4. The Contractor shall also assume full responsibility and expense of protecting, or removing and returning to the site of Work, all equipment or materials under his care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the City harmless from all claims or suits for damages arising from his operations in dewatering the Work and control of water.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-7 SAFETY. Add the following:

5-7.2.4 PUBLIC SAFETY DURING NON-WORKING HOURS

Notwithstanding the Contractor's primary responsibility for safety on the job site when the Contractor is not present, the Engineer at Engineer's option after attempting to contact the Contractor may direct City Forces to perform any functions Engineer may deem necessary to ensure public safety at or in the vicinity of the job site. If such procedure is implemented, the Contractor will bear all expenses incurred by the City.

In all cases the judgment of the Engineer shall be final in determining whether or not an unsafe situation exists.

5-7.2.5 WRITTEN COMMUNICATIONS

Contractor's written communications, including letters, field memoranda, requests for substitution (RFS) and requests for information (RFI) shall be written in a clear and concise manner. In particular, RFSs and RFIs shall clearly describe the condition or issue of concern, the cause of the condition or issue and the proposed solution or specific question being posed to the Engineer. Contractor shall not be entitled to any delays or additional compensation as a result of issues that in the Engineer's opinion originated with, or were exacerbated by, poor written communications by the Contractor.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Replace the entire subsection with the following:

6-1.1 General. Within ten (10) working days after the date of the City's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with the Specification and these Special Provisions.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City will not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay

for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work.

6-1.2 Criteria. Construction schedules shall consider the following:

- 1 - WORK HOURS. Work shall be performed between the hours of 7:00 A.M. and 4:00 P.M. unless otherwise approved by the Engineer. The Contractor will be allowed to work on Fridays when City Hall is scheduled to be closed. No work shall occur on Sundays or holidays. The following days are holidays: Memorial Day May 29, 2023, Independence Day, July 4, 2023; Labor Day, September 4, 2023; Veteran's Day, November 11, 2023; Thanksgiving, November 23 and 24, 2023.

6-1.3 Compensation. Compensation for all scheduling activities will be made on the lump sum basis per the Contract Unit Price for "MOBILIZATON AND DEMOBILIZATION," in the Bidder's Proposal.

6-10 SEQUENCE OF CONSTRUCTION

6-10.1 Multiple Headings. In order to meet the contract schedule, the Contractor will be allowed to initiate and maintain two or more construction headings. However, the Contractor will not be allowed to have multiple phases of work occurring that have the corresponding traffic control devices in conflict with each other.

SECTION 7 - MEASUREMENT AND PAYMENT

7-2 LUMP SUM WORK

Add the following:

Contractor shall submit a detailed schedule of value for all lump sum bid items to the Engineer within 15 days after award of contract.

7-3 PAYMENT

7-3.1 General

Revise paragraph one to read: The unit and lump sum bid prices for each item of work shown on the proposal shall include full compensation for furnishing the labor, materials, tools, and equipment and doing all the work, including restoring all existing improvements, to complete the item of work in place and no other compensation will be allowed thereafter. Payment for incidental items of work not separately listed shall be included in the prices shown for the other related items of work. The following items of work pertain to the bid items included within the Proposal:

Item No. 1 **General Requirements** including Mobilization and Demobilization and the cost to secure bonds and insurance, movement of personnel, equipment, materials and incidentals to and from the project sites, securing a temporary construction yard, maintaining the project in a safe, clean and orderly manner during construction and final cleanup of the work and staging sites.

Included in this item are any costs associated with construction activities including construction survey required to conform to the notes on the construction plans, contract general conditions and site supervision including safety management plan.

Payment for “General Requirements” shall be made at the lump sum price indicated in the Bid Sheets and progress payments shall be made upon the judgment of the Engineer as percent complete.

Item No. 2 **Core Drill Penetration Holes at Exterior Wall.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide holes in the existing exterior wall required for the complete installation of the project..

Item No. 3 **Install Generator Connect Cabinet including Quick Connect.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the generator connect cabinet including quick connect.

Item No. 4 **Install New Circuit Breaker in Existing Main Switchboard.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the new circuit breaker in the existing main switchboard.

Item No. 5 **Install Kirk-Key Interlock.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the Kirk-Key interlock.

Item No. 6 **Install Conduits and Wiring including 20’ and 100’ Camlock Extension Wires.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the all conduits and wiring required for the

complete installation of the project.

- Item No. 7** **Lighting.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of all light fixtures required for the complete installation of the project.
- Item No. 8** **Install GFI Receptacle for Battery Charger.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to provide the installation of the GFI receptacle for the battery charger.
- Item No. 9** **Support Testing of Rental Generator.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to support the startup and testing of the rental generator by the rental agency.
- Item No. 10** **Support Testing of Permanent Generator.** Work under this item shall include, but not be limited to, all labor, tools, equipment, and material costs for all actions necessary to support the startup and testing of the permanent generator by the generator manufacturer..

7-4.3 MARKUP. Replace the entire subsection with the following:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

(a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-7-4.2.1, 7-4.2.2, and 7-4.2.3.

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** When any part of the extra work is performed by a subcontractor, the markup established in 7-4.2.1 shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

APPENDIX I

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

Project Type: Roadway and/or Bridge/Structure Water/Sewer
 Traffic Signal/Street Lighting Other _____

Project Name: _____ Date: _____

City Contract No. _____

Project Location: _____

Thomas Guide Page/Grid No(s): _____

Contractor Name: _____

Contractor Address: _____

Contractor License #: _____

Project Duration: From: _____ To: _____

Demolition and Recycling Cost: \$ _____

Type(s) of Debris Generated	Total Quantity Generated (tons, c.y. or units)	Reuse /Recycling		Disposal	
		Total Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Total Quantity (tons, c.y. or units)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
Total					

Notes:

- Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.
- If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

Prepared by _____ Signature _____ Phone #: _____

APPENDIX II

CITY BUSINESS LICENSE APPLICATION



CITY OF LOMITA

24300 NARBONNE AVENUE • LOMITA, CA 90717 • OFFICE (310) 325-7110 • FAX (310) 325-4024

BUSINESS LICENSE APPLICATION

BUSINESS NAME _____

BUSINESS ADDRESS _____
(P.O. Box NOT Allowed)

MAILING ADDRESS _____

BUSINESS PHONE () _____

DESCRIBE EXACT NATURE OF BUSINESS: _____

OFFICIAL USE ONLY

LICENSE ID: _____

EXP DATE: _____

ISSUING CLERK: _____

TOTAL PAID: \$ _____

CASH CHECK CHARGE

OWNERSHIP: CORPORATION SOLE PROPRIETOR PARTNERSHIP TRUST

RESALE/SELLERS NO. _____ FEDERAL I.D. NO. _____ STATE I.D. NO. _____

CONTRACTORS STATE LICENSE NO. _____ LICENSE TYPE _____ EXP DATE _____

Enter below names of Owner, Partner, or Corporate Officer (if applicable, please provide a copy of Articles of Inc)

OWNER NAME _____ PHONE () _____

HOME ADDRESS _____

SOCIAL SECURITY NO. _____ DRIVERS LICENSE NO. _____

ESTIMATED GROSS RECEIPTS BUSINESS TAX FEE DUE FOR NEXT 12 MONTHS \$ _____

NOTICE

BUSINESS CERTIFICATES ARE ISSUED PENDING THE APPROVAL OF ANY OR ALL OF THE BELOW NAMED REGULATORY DEPARTMENTS. PRELIMINARY FILING OF THIS APPLICATION DOES NOT CONSTITUTE EVIDENCE THAT THE ABOVE DESCRIBED BUSINESS HAS MET THE REQUIREMENTS OF THE CITY OF LOMITA MUNICIPAL CODE. I DELARE UNDER PENALTIES OF PERJURY THAT THIS APPLICATION AND ANY ATTACHMENTS THERETO, HAVE BEEN EXAMINED BY ME, AND THE BEST OF MY KNOWLEDGE AND BELIEF REPRESENT TRUE, CORRECT AND COMPLETE STATEMENT OF FACTS.

APPLICANT SIGNATURE _____ DATE _____

CITY DEPARTMENTS	APPROVAL	INITIALS	DATE
CITY MANAGER	<input type="checkbox"/> YES <input type="checkbox"/> NO		
PLANNING	<input type="checkbox"/> YES <input type="checkbox"/> NO		
CODE ENF	<input type="checkbox"/> YES <input type="checkbox"/> NO		
HEALTH DEPT	<input type="checkbox"/> YES <input type="checkbox"/> NO		
FIRE DEPT	<input type="checkbox"/> YES <input type="checkbox"/> NO		

CITY DEPARTMENTS	APPROVAL	INITIALS	DATE
CITY MANAGER	<input type="checkbox"/> YES <input type="checkbox"/> NO		
PLANNING	<input type="checkbox"/> YES <input type="checkbox"/> NO		
CODE ENF	<input type="checkbox"/> YES <input type="checkbox"/> NO		
HEALTH DEPT	<input type="checkbox"/> YES <input type="checkbox"/> NO		
FIRE DEPT	<input type="checkbox"/> YES <input type="checkbox"/> NO		

APPENDIX III

CITY OF LOMITA STANDARD PLANS

SECTION F – ELECTRICAL SPECIFICATIONS

SPECIFICATIONS TABLE OF CONTENTS

Section #	Name
016400	Owner Furnished / Contractor Installed Products
260500	Common Work Results for Electrical
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceway and Boxes for Electrical Systems
260548	Vibration and Seismic Controls for Electrical Systems
260553	Identification for Electrical Systems
263213	Diesel Engine Generators and Connection Box

SECTION 01 64 00 OWNER FURNISHED PRODUCTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract.

1.2 SECTION INCLUDES

- A. Requirements for installing Owner-furnished products, including providing miscellaneous items and accessories for a complete, functioning installation.

1.3 PRODUCT HANDLING

- A. Protection: Contractor shall use means necessary to protect the materials of this Section before, during, and after installation and to protect completed Work, including products installed by others.
- B. Replacements: In the event of damage, Contractor shall immediately repair all damaged and defective Work to satisfaction of Owner's Representative, at no change in Contract Time and Contract Sum.

PART 2 PRODUCTS

2.1 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFICI) PRODUCTS

- A. Products Identified with Contractor Responsibility for Installation:
 - 1. Contractor shall verify mounting and utility requirements for accepted products.
 - 2. Contractor shall provide mounting and utility rough-ins for OFCI products.
 - a. Rough-in locations, sizes, capacities and similar type shall be as indicated and required by product manufacturers.
 - b. If the Owner substitutes items similar to those scheduled there shall be no change in rough-in cost, unless substitution occurs after rough-in has been completed or rough-in involves other mounting requirements, utilities of different capacity than those required by item originally specified.
 - 3. For items Designated to Be Owner- or Vendor-Furnished: Owner or its vendor will furnish manufacturer's literature or information, shop drawings, or appropriate information for preparing

required shop drawings.

- B. Installation Instructions: Approved manufacturer's printed descriptions, specifications and recommendations shall govern the Work, unless specifically indicated otherwise.
- C. Electrical Components: Contractor shall comply with requirements specified in Division 26 - Electrical, including California Electrical Code (CEC).

2.2 **OWNER-FURNISHED/CONTRACTOR-INSTALLED PRODUCT REQUIREMENTS**

A. Products Furnished by Owner and Installed by Contractor:

- 1. Contractor shall coordinate delivery of OFCI products. Owner will furnish products to coincide with construction schedule the following products/equipment:
 - a. Rental Generator
 - b. Final Generator
 - c. Load Bank
- 2. Owner will:
 - a. Furnish standard integral components of products.
 - b. Deliver products to site. Contractor shall assist Owner in offloading products.
- 3. The Contractor shall:
 - a. Receive products at site and give written receipt for product at time of delivery, noting visible defects and omissions; if such declaration is not given, the Contractor shall assume responsibility for such defects and omissions.
 - b. Store products until ready for installation and protect from loss and damage.
 - c. Uncrate, assemble and set products in place.
 - d. Install products in accordance with manufacturer's recommendations, instructions and shop drawings under supervision of manufacturer's representative where specified, supplying labor and material required and making mechanical, plumbing and electrical connections necessary to operate equipment.
 - e. Where so specified, installation shall be only by installer approved by manufacturer. If known, approved installer is identified on the Drawings or in the Specifications.
 - f. Provide and install backing for all products weighing 20 pounds or more.
 - g. Treat all Owner or Vendor supplied products with the same care as all Contractor furnished items.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to commencing Work, Contractor shall verify that Work specified in other Sections has been properly completed and installed as specified to allow for installation of all materials and methods required of this Section.
2. Contractor shall verify that new and existing products and conditions are satisfactory for installation or relocation of OFCI products. If unsatisfactory conditions exist, do not commence the installation until such conditions have been corrected.

B. Discrepancies:

1. In the event of discrepancy, Contractor shall immediately notify the Owner's Representative.
2. Contractor shall not proceed with installation in areas of discrepancy until all such discrepancies have been resolved.

3.2 INSTALLATION

- A. Contractor shall relocate and reinstall existing products in accordance with Contract Documents and reviewed shop drawings, original manufacturer's instructions and recommendations if applicable and as directed.
- B. Contractor shall install Owner-furnished products in accordance with reviewed shop drawings and manufacturer's printed instructions, as applicable.

3.3 ADJUSTING AND CLEANING

- A. Contractor shall adjust products as necessary and as directed by Owner's Representative.
- B. Contractor shall clean all new OFCI products.
- C. Contractor shall protect OFCI products from damage until Contract Completion.

END OF SECTION

SECTION 260500 COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. Section Includes:
 - 1. Electrical equipment coordination and installation.
 - 2. Sleeves for raceways and cables.
 - 3. Sleeve seals.
 - 4. Grout.
 - 5. Common electrical installation requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For sleeve seals.

1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed
PART 2 PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 - 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM, NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 3. Pressure Plates: Plastic, Carbon steel, Stainless steel. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating, Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 3 EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- H. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- I. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
- J. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway and cable penetrations. Install sleeves and seal raceway and cable

penetration sleeves with firestop materials. Comply with requirements in Division 07 Section "Penetration Firestopping."

- K. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- L. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel, cast-iron pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- M. Underground, Exterior-Wall Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.4 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

END OF SECTION 260500

SECTION 260519 **LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

PART 1 **GENERAL**

1.1 **RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract.

1.2 **SUMMARY**

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
 - 3. Sleeves and sleeve seals for cables.

1.3 **DEFINITIONS**

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 **SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports.

1.5 **QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and label.6.ed as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

1.6 COORDINATION

- A. Set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 2 PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
- C. Copper Conductors: Comply with NEMA WC 70.
- D. Conductor Insulation: Comply with NEMA WC 70 for Types THHN-THWN.

2.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. O-Z/Gedney; EGS Electrical Group LLC.
 - 4. 3M; Electrical Products Division.
 - 5. Tyco Electronics Corp.
- C. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SLEEVES FOR CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.

- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping.

2.4 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.
 - 3. Metraflex Co.
 - 4. Pipeline Seal and Insulator, Inc.
- C. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM, NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Pressure Plates: Plastic, Carbon steel, Stainless steel. Include two for each sealing element.
 - 3. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating, Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

PART 3 EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN-THWN, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.

- C. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- D. Class 1 Control Circuits: Type THHN-THWN, in raceway.
- E. Class 2 Control Circuits: Type THHN-THWN, in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- F. Identify and color-code conductors and cables according to Division 26 Section "Identification for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice and tap conductor for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least [6 inches (150 mm)] [12 inches (300 mm)] of slack.

3.5 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- D. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- E. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- F. Rectangular Sleeve Minimum Metal Thickness:

1. For sleeve rectangle perimeter less than 50 inches (1270 mm) and no side greater than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 2. For sleeve rectangle perimeter equal to, or greater than, 50 inches (1270 mm) and 1 or more sides equal to, or greater than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).
- G. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with firestop system used are fabricated during construction of floor or wall.
- H. Cut sleeves to length for mounting flush with both wall surfaces.
- I. Extend sleeves installed in floors 2 inches (50 mm) above finished floor level.
- J. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and cable unless sleeve seal is to be installed or unless seismic criteria require different clearance.
- K. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
- L. Roof-Penetration Sleeves: Seal penetration of individual cables with flexible boot-type flashing units applied in coordination with roofing work.
- M. Aboveground Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeves to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- N. Underground Exterior-Wall Penetrations: Install cast-iron "wall pipes" for sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between cable and sleeve for installing mechanical sleeve seals.

3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground exterior-wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for cable material and size. Position cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.

- B. Perform tests and inspections and prepare test reports.
- C. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
 - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
 - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- D. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- E. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions.

1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Test wells.
 - 2. Ground rods.
 - 3. Ground rings.
 - 4. Grounding arrangements and connections for separately derived systems.
 - 5. Grounding for sensitive electronic equipment.
- C. Qualification Data: For qualified testing agency and testing agency's field supervisor.
- D. Field quality-control reports.
- E. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. Instructions for periodic testing and inspection of grounding features at grounding connections for separately derived systems based on NETA MTS, NFPA 70B.
 - a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
 - b. Include recommended testing intervals.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.
 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Bare Grounding Conductor and Conductor Protector for Wood Poles:
 1. No. 4 AWG minimum, soft-drawn copper.
 2. Conductor Protector: Half-round PVC or wood molding; if wood, use pressure-treated fir, cypress, or cedar.
- D. Grounding Bus: Pre-drilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.

1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- C. Conductor Terminations and Connections:
 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 2. Connections to Structural Steel: Welded connectors.

3.2 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- C. Perform tests and inspections.
 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- E. Grounding system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.
- B. Related Sections include the following:
 - 1. Division 26 Section "Vibration And Seismic Controls For Electrical Systems" for products and installation requirements necessary for compliance with seismic criteria.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC / GRC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.5 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.
- C. Welding certificates.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.

PART 2 PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.

- g. Wesanco, Inc.
 - 3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 - 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 - 6. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- (14-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c., in at least 1 surface.
- 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 - 3. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 - 4. Fitting and Accessory Materials: Same as channels and angles, except metal items may be stainless steel.
 - 5. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
- 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- C. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
 - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.

- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

END OF SECTION 260529

SECTION 260533 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

2.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. RMC: Rigid metallic conduit.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.
- C. Samples for Initial Selection: For wireways with factory-applied texture and color finishes.
- D. Samples for Verification: For each type of exposed finish required for wireways, prepared on Samples of size indicated below.
- E. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members in the paths of conduit groups with common supports.

- F. **Manufacturer Seismic Qualification Certification:** Submit certification that enclosures and cabinets and their mounting provisions, including those for internal components, will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
 - 1. **Basis for Certification:** Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will retain its enclosure characteristics, including its interior accessibility, after the seismic event."
 - 2. **Dimensioned Outline Drawings of Equipment Unit:** Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. **Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.**
- G. **Qualification Data:** For professional engineer and testing agency.
- H. **Source quality-control test reports.**

1.5 QUALITY ASSURANCE

- A. **Electrical Components, Devices, and Accessories:** Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. **Comply with NFPA 70.**

PART 2 PRODUCTS

2.1 METAL CONDUIT AND TUBING

- A. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Electri-Flex Co.
 - 6. Manhattan/CDT/Cole-Flex.
 - 7. Maverick Tube Corporation.
 - 8. O-Z Gedney; a unit of General Signal.

9. Wheatland Tube Company.
- C. Rigid Steel Conduit: ANSI C80.1.
- D. IMC: ANSI C80.6.
- E. EMT: ANSI C80.3.
- F. Fittings for Conduit (Including all Types and Flexible and Liquidtight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed.
 1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886.
 2. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.
- G. Joint Compound for Rigid Steel Conduit or IMC: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

2.2 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Scott Fetzer Co.; Adalet Division.
 10. Spring City Electrical Manufacturing Company.
 11. Thomas & Betts Corporation.
 12. Walker Systems, Inc.; Wiremold Company (The).
 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.

2.3 SLEEVES FOR RACEWAYS

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

- C. Sleeves for Rectangular Openings: Galvanized sheet steel with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping.

2.4 SLEEVE SEALS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
 - 1. Advance Products & Systems, Inc.
 - 2. Calpico, Inc.
 - 3. Metraflex Co.
 - 4. Pipeline Seal and Insulator, Inc.
- D. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and cable.
 - 1. Sealing Elements: EPDM and NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 2. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating or Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.5 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES

- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
 - 1. Tests of materials shall be performed by a independent testing agency.
 - 2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 - 3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
 - 1. Exposed Conduit: Rigid steel conduit.
 - 2. Concealed Conduit, Aboveground: Rigid steel conduit.
 - 3. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Comply with the following indoor applications, unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: Rigid steel conduit.
 - 2. Exposed, Not Subject to Severe Physical Damage: Rigid steel conduit.
 - 3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit.
 - 4. Boxes and Enclosures: NEMA 250, Type 4, stainless steel in damp or wet locations.
- C. Minimum Raceway Size: [1/2-inch (16-mm)] [3/4-inch (21-mm)] trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits in contact with concrete.

3.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- F. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

- G. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.
- H. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where otherwise required by NFPA 70.
- I. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall.
- J. Set metal floor boxes level and flush with finished floor surface.
- K. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Interior Penetrations of Non-Fire-Rated Walls and Floors: Seal annular space between sleeve and raceway, using joint sealant appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.
- B. Fire-Rated-Assembly Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at raceway penetrations. Install sleeves and seal with firestop materials. Comply with Division 07 Section "Penetration Firestopping."
- C. Roof-Penetration Sleeves: Seal penetration of individual raceways with flexible, boot-type flashing units applied in coordination with roofing work.
- D. Aboveground, Exterior-Wall Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.4 SLEEVE-SEAL INSTALLATION

- A. Install to seal underground, exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway material and size. Position raceway in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.6 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260548 VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Hanger rod stiffeners.
 2. Anchorage bushings and washers.

1.2 DEFINITIONS

- A. The IBC: International Building Code.
- B. ICC-ES: ICC-Evaluation Service.
- C. OSHPD: Office of Statewide Health Planning and Development for the State of California.

1.3 SUBMITTALS

- A. Product Data: For the following:
1. Include rated load, rated deflection, and overload capacity for each vibration isolation device.
 2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
 - a. Tabulate types and sizes of seismic restraints, complete with report numbers and rated strength in tension and shear as evaluated by an evaluation service member of ICC-ES, OSHPD, an agency acceptable to authorities having jurisdiction.
 - b. Annotate to indicate application of each product submitted and compliance with requirements.
 3. Restrained-Isolation Devices: Include ratings for horizontal, vertical, and combined loads.
- B. Delegated-Design Submittal: For vibration isolation and seismic-restraint details indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. Design Calculations: Calculate static and dynamic loading due to equipment weight and operation, seismic forces required to select vibration isolators and seismic restraints.
 - a. Coordinate design calculations with wind-load calculations required for equipment mounted outdoors. Comply with requirements in other Division 26 Sections for equipment mounted outdoors.

2. Indicate materials and dimensions and identify hardware, including attachment and anchorage devices.
3. Field-fabricated supports.
4. Seismic-Restraint Details:
 - a. Design Analysis: To support selection and arrangement of seismic restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 - c. Preapproval and Evaluation Documentation: By an evaluation service member of ICC-ES, OSHPD, an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).
- C. Coordination Drawings: Show coordination of seismic bracing for electrical components with other systems and equipment in the vicinity, including other supports and seismic restraints.
- D. Welding certificates.
- E. Qualification Data: For professional engineer and testing agency.
- F. Field quality-control test reports.

1.4 **QUALITY ASSURANCE**

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
- B. Comply with seismic-restraint requirements in the IBC unless requirements in this Section are more stringent.
- C. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Seismic-restraint devices shall have horizontal and vertical load testing and analysis and shall bear anchorage preapproval OPA number from OSHPD, preapproval by ICC-ES, or preapproval by another agency acceptable to authorities having jurisdiction, showing maximum seismic-restraint ratings. Ratings based on independent testing are preferred to ratings based on calculations. If preapproved ratings are not available, submittals based on independent testing are preferred. Calculations (including combining shear and tensile loads) to support seismic-restraint designs must be signed and sealed by a qualified professional engineer.
- E. Comply with NFPA 70.

PART 2 PRODUCTS

2.1 VIBRATION ISOLATORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
 - 1. Ace Mountings Co., Inc.
 - 2. Amber/Booth Company, Inc.
 - 3. California Dynamics Corporation.
 - 4. Isolation Technology, Inc.
 - 5. Kinetics Noise Control.
 - 6. Mason Industries.
 - 7. Vibration Eliminator Co., Inc.
 - 8. Vibration Isolation.
 - 9. Vibration Mountings & Controls, Inc.
- D. Pads: Arrange in single or multiple layers of sufficient stiffness for uniform loading over pad area, molded with a nonslip pattern and galvanized-steel baseplates, and factory cut to sizes that match requirements of supported equipment.
 - 1. Resilient Material: Oil- and water-resistant.

2.2 SEISMIC-RESTRAINT DEVICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide product by one of the following:
 - 1. Amber/Booth Company, Inc.
 - 2. California Dynamics Corporation.
 - 3. Cooper B-Line, Inc.; a division of Cooper Industries.
 - 4. Hilti Inc.
 - 5. Loos & Co.; Seismic Earthquake Division.
 - 6. Mason Industries.
 - 7. TOLCO Incorporated; a brand of NIBCO INC.
 - 8. Unistrut; Tyco International, Ltd.
- D. General Requirements for Restraint Components: Rated strengths, features, and application requirements shall be as defined in reports by an evaluation service member of ICC-ES, OSHPD, or an agency acceptable to authorities having jurisdiction.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.
- E. Bushings for Floor-Mounted Equipment Anchor: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchors and studs.
- F. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices.
- G. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.
- H. Mechanical Anchor: Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchors with strength required for anchor and as tested according to ASTM E 488. Minimum length of eight times diameter.
- I. Adhesive Anchor: Drilled-in and capsule anchor system containing polyvinyl or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

2.3 FACTORY FINISHES

- A. Finish: Manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: Manufacturer's standard paint applied to factory-assembled and -tested equipment before shipping.
 1. Powder coating on springs and housings.
 2. All hardware shall be galvanized. Hot-dip galvanize metal components for exterior use.
 3. Baked enamel or powder coat for metal components on isolators for interior use.
 4. Color-code or otherwise mark vibration isolation and seismic-control devices to indicate capacity range.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive vibration isolation and seismic-control devices for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine roughing-in of reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an evaluation service member of ICC-ES, OSHPD and an agency acceptable to authorities having jurisdiction.
- B. Hanger Rod Stiffeners: Install hanger rod stiffeners where indicated or scheduled on Drawings to receive them and where required to prevent buckling of hanger rods due to seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static and seismic loads within specified loading limits.

3.3 SEISMIC-RESTRAINT DEVICE INSTALLATION

- A. Equipment and Hanger Restraints:
 - 1. Install restrained isolators on electrical equipment.
 - 2. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
 - 3. Install seismic-restraint devices using methods approved by an evaluation service member of ICC-ES, OSHPD and an agency acceptable to authorities having jurisdiction providing required submittals for component.
- B. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- C. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- D. Drilled-in Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify the structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.

2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive Anchors: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque, using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless-steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where they terminate with connection to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections.
- C. Tests and Inspections:
 1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
 2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
 3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
 4. Test at least four of each type and size of installed anchors and fasteners selected by Architect.
 5. Test to 90 percent of rated proof load of device.
 6. Measure isolator restraint clearance.
 7. Measure isolator deflection.
 8. Verify snubber minimum clearances.
 9. If a device fails test, modify all installations of same type and retest until satisfactory results are achieved.
- D. Remove and replace malfunctioning units and retest as specified above.
- E. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Adjust isolators after isolated equipment is at operating weight.
- B. Adjust limit stops on restrained spring isolators to mount equipment at normal operating height. After equipment installation is complete, adjust limit stops so they are out of contact during normal operation.
- C. Adjust active height of spring isolators.
- D. Adjust restraints to permit free movement of equipment within normal mode of operation.

END OF SECTION 260548

SECTION 260553 IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- E. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Warning labels and signs.
 - 5. Instruction signs.
 - 6. Equipment identification labels.
 - 7. Miscellaneous identification products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- (75-mm-) high letters on 20-inch (500-mm) centers.
- D. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- E. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- G. Tape and Stencil for Raceways Carrying Circuits More Than 600 V: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers diagonally over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stop stripes at legends.

- H. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- I. Write-On Tags: Polyester tag, **0.010 inch (0.25 mm)** thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- D. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.

- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- F. Write-On Tags: Polyester tag, 0.010 inch (0.25 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.4 FLOOR MARKING TAPE

- G. 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.5 WARNING LABELS AND SIGNS

- H. Comply with NFPA 70 and 29 CFR 1910.145.
- I. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- J. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches (180 by 250 mm).
- K. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch (6.4-mm) grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches (250 by 360 mm).
- L. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.6 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
 1. Engraved legend with black letters on white face.
 2. Punched or drilled for mechanical fasteners.
 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.

2.7 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm).
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.
- C. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- D. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

2.8 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.
1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self extinguishing, UV stabilized, one piece, self locking.
1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 7000 psi (48.2 MPa).
 3. UL 94 Flame Rating: 94V-0.
 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
 5. Color: Black.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot

(15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.

- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.
 - 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Painted Identification: Comply with requirements in Division 09 painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
 - 1. Emergency Power.
 - 2. Power.
 - 3. UPS.
- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- D. Conductors to Be Extended in the Future: Attach write-on tags or marker tape to conductors and list source.

- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- F. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- G. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- H. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer.
- I. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 - 2. Equipment to Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be self-adhesive, engraved, laminated acrylic or melamine label.
 - b. Enclosures and electrical cabinets.
 - c. Emergency system boxes and enclosures.
 - d. Enclosed switches.
 - e. Enclosed circuit breakers.
 - f. Push-button stations.
 - g. Power transfer equipment.
 - h. Contactors.
 - i. Remote-controlled switches, dimmer modules, and control devices.

- j. Battery-inverter units.
- k. Battery racks.
- l. Power-generating units.
- m. Monitoring and control equipment.

END OF SECTION 260553

SECTION 263213.13 DIESEL-ENGINE-DRIVEN GENERATOR SETS

PART 1. - GENERAL

1.1. RELATED DOCUMENTS

Electrical Drawing Set

1.2. SUMMARY

- A. This Section includes packaged engine-generator sets for standby power supply with the following features:
1. Diesel engine
 2. Unit-mounted cooling system
 3. Unit-mounted and remote-mounted control and monitoring
 4. Fuel system
 5. Outdoor enclosure

1.3. DEFINITIONS

EPS: Emergency power supply.

EPSS: Emergency power supply system.

NECA/EGSA: National Electrical Contractors Associations/Electrical Generating Systems Association

NETA: International Electrical Testing Association.

NRTL: Nationally Recognized Testing Laboratory

Optional Standby Power Supply: NEC Article 702, optional standby.

1.4. QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.

- C. Testing Agency Qualifications: Agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL), and that is acceptable to authorities having jurisdiction.
1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing.
- D. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- E. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- F. Electrical Code Compliance: Comply with applicable local code requirements of the authority having jurisdiction and NEC 702 (Optional Standby Systems) pertaining to construction and installation of emergency and standby systems.
- G. NFPA Compliance: Comply with applicable requirements of NFPA 37, "Installation and Use of Stationary Combustion Engines and Gas Turbines," NFPA 110, "Standard for Emergency and Standby Power Systems".
- H. UL Compliance: Comply with applicable requirements of UL 2200, "Standard for Stationary Engine Generator Assemblies", and UL 142, "Standard for Steel Above-Ground Tanks for Flammable and Combustible Liquids."
- I. ANSI/NEMA Compliance: Comply with applicable requirements of, "Motors and Generators", S1.13-1971 "Measurement of Sound Pressure Levels in Air".
- J. NEMA Compliance: Comply with applicable requirements of NEMA 250, "Enclosures for Electrical Equipment (1000 Volts Maximum)" and NEMA MG 2, "Safety Standard for Construction and Guide for Selection, Installation, and Use of Electric Motors and Generators."
- K. IEEE Compliance: Comply with applicable portions of IEEE Standard 446, "IEEE Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications" (Orange Book).

1.5. SUBMITTALS

The following table outlines the required technical submittals for compliance with this specification. These submittals are defined in specification section 260500. This does not relieve the manufacturer from supplying any additional documentation as specified by the applicable codes and standards, other submittal requirements as indicated in attached specifications, or those indicated by the Construction Manager.

SUBMITTALS	Schedule			
	With Bid	Approval Submittals	Prior to Equipment	Project Closeout
Submittal Item				
Manufacturer's Qualifications	X			
Certification of Compliance	X	X		
Maintenance Materials List	X	X		
Vendor Contract Information	X			
Schedule	X			
Purchase Order		X		
Bill of Materials	X	X		
Product Data	X	X		
General Arrangement Drawings	X	X		
Equipment Shop Drawings		X		
Calculations		X		
Factory Test Procedures		X		
Field Test Procedures		X		
Shipping and Assembly Drawings		X		
Certified Factory Test Reports			X	
Certified Field Test Reports			X	
Operation and Maintenance Data/Manuals		X		
Closeout Submittals				X

Submit the following with Bid for approval:

- A. Manufacturer's Qualifications: Indicate compliance with requirements listed under Quality Assurance.
- B. Certification of Compliance: Indicate certification of compliance with Specification. Clearly state deviations and clarifications. Provide itemized list of all paragraphs and subparagraphs of this specification section indicating "Comply", "Not Comply", or "Deviation". Itemize each exception and provide specific reference to specification.
- C. Maintenance Materials List: Furnish list of extra materials that match products installed.
- D. Vendor Contract with equipment manufacturer.
- E. Estimated time to deliver equipment on site, including:
 - Time from bid award to shop drawing approval submittals
 - Time from approved shop drawings to delivery at Project Site

F. Bill of Materials: Vendor's material quotation of all equipment and accessories being provided.

G. Product Data: Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories. Include model number for auxiliary equipment, including heaters, batteries, battery chargers, silencers, circuit breakers, engine controllers, engine speed control system, voltage regulators, alternators, excitation modules, input/output modules, relays, jacket coolant heaters. Provide data sheets for:

1. Thermal damage curve for generator
2. Generator protective device and trip unit
3. Time-current characteristic curves for generator protective device
4. Sound (noise) data (overall and frequency) for exhaust and mechanical output at specified rating and emissions data
5. Protective enclosure: Include materials of construction, UL listing, color, and IBC wind loading certification, seismic certifications
6. Protective enclosure sound pressure level ratings for selected generator model. Indicate dB(A) levels at 7 meters (23 feet) at 100% load.
7. Silencer: Include dB(A) level sound reduction and EGSA class number ratings

H. Generator Characteristics: Include generator characteristics, including, but not limited to kW, kVA rating, efficiency, and short-circuit current capability. Include tabulations of the following:

1. Fuel consumption in gallons per hour at 0.8 power factor at 0.5, 0.75 and 1.0 times generator capacity.
2. Air flow requirements for cooling and combustion air in cfm at 0.8 power factor, with air supply temperature of 95, 80, 70, and 50 deg F. Provide drawings showing requirements and limitations for location of air intake and exhausts.

I. General Arrangement Drawings: General arrangement drawings, front view elevation drawings, dimensioned outline drawings, and weights.

J. Equipment Shop Drawings: Submit complete dimensional layout information of engine, generator, vibration isolation devices, exhaust silencer, piping, fluid drain ports, and radiator, wiring of components, and installation drawings showing Owner interface points. Include wiring diagrams showing terminal blocks for field connections to alarm and control circuitry.

1. Enclosure: Drawings shall include enclosure layout to include generator control panel, lighting, panelboard, receptacles, generator circuit breaker location, battery rack, battery charger location, lifting provisions and rigging instructions. Include plans and elevations for enclosure and required clearances for door swings and maintenance access.

2. Fuel Tank: Integral to track mounted generator set. Drawings shall include tank information. Indicate tank nominal and usable capacities in gallons, tank UL rating, secondary containment provisions, and dry weight.

K. Alternator Characteristics: Provide tabulation of following reactances:

1. Sub-transient reactance - $X''d$
2. Transient reactance - $X'd$
3. Synchronous reactance - X_d

4. Zero sequence reactance - X_0
5. Negative sequence reactance - X_2

L. Calculations:

1. Prototype torsional analysis to ensure compatibility between the engine and generator provided
2. Battery and battery charger sizing calculations

M. Manufacturer Seismic Qualification Certification: Submit certification that the tank, engine-generator set, batteries, battery racks, accessories, and components will withstand seismic forces and provide necessary components to comply with seismic requirements in Bay Area, California. Include the following:

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

N. Certificate of Emissions Conformance: Certified report of exhaust emissions showing compliance with applicable federal, state and local regulations.

O. Quality Control Procedures:

1. Factory Test Procedures
2. Field Test Procedures

P. Warranty: Manufacturer's warranty for engine-generator and all associated accessories to indicate warranty period, Manufacturer's and Owner's responsibilities, and limitations. Submit the following prior to equipment shipment from factory to project location.

Q. Certifications: Certified Factory Test Report shall record the following parameters during final production testing:

1. Single-step load pickup
2. Transient and steady-state governing
3. Safety shutdown device testing
4. Voltage regulation
5. Rated power
6. Maximum power

R. Certified Field Test Reports.
Submit the following as part of Project Closeout.

1. Closeout Submittals

- I. Operation and Maintenance Data: The manufacturer shall provide two bound copies and one electronic copy of all service and maintenance manuals which shall include all

approved shop drawings, piping diagrams, wiring diagrams as specified in this section, plus descriptive literature, parts list and recommended maintenance procedures and schedules for the engine-generator system. Manuals shall be turned over to Owner's Representative at the time of instructing the Representative in the operation and care of the system. Include a list of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.

2. Manuals shall be divided into the following distinct sections:
 - I. General description
 - II. Operating instructions
 - III. Routine maintenance (parts, schedules, tests)
 - IV. Troubleshooting (step-by-step chart format)
 - V. Data (bill of materials, flow diagrams, single-line and three-line diagrams, schematic diagrams, layouts, exploded views, parts lists and performance characteristics)
 - VI. Recommended spare parts stocking list

The manufacturer's standard catalog is not an acceptable substitute for the manual.

1.6. PROJECT CONDITIONS

- A. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation. Comply with ISO 8528-10 for sound measurements at 3.2 feet (1 m) and 23.0 feet (7 m).
- B. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 1. Ambient Temperature: [-15 to 104 deg F]
 2. Relative Humidity: Zero to 95%
 3. Altitude: Sea level to 1000 feet

1.7. EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fuses: One for every 10 of each type and rating, but no fewer than one of each.
 2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each (Not required for digital displays or LED lamps)
 3. Two sets of lubricating oil air filters, and combustion-air filters.
 4. Special Tools: Tools unique to the product for standard maintenance, listed by part number in operations and maintenance manual

1.8. DELIVERY, STORAGE, AND HANDLING

- A. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from potential damage from weather and construction operations.
- B. Manufacturer shall pack, crate, and protect equipment to prevent damage from handling, weather, shock, vibration, water and corrosion during shipment. Wrap packaged or crated assemblies in weatherproof plastic sheeting prior to shipment.
- C. Shipping groups shall be shipped by truck, rail, or ship. Indoor groups shall be bolted to skids. Breakers and accessories shall be packaged and shipped separately.
- D. Generator shall be handled by crane. Provide lifting angle, ring bolts, spreader bar, special lifting fixture or other suitable means for lifting. Where cranes are not available, enclosure shall be suitable for skidding in place on rollers using jacks to raise and lower the groups.
- E. Generator being stored prior to installation is by Others. Manufacturer shall define all storage requirements in order to prevent equipment deterioration or damage and maintain the Manufacturer's warranty.
- F. Damaged equipment will not be accepted by the job site.

1.9. BIDDING INFORMATION

- A. Provide a base bid in accordance with the specification and all documents included with the Request for Quotation package.
- B. Provide separate pricing for each of the following items as described in this specification:
 - 1. On-Site Acceptance Test and Certification
 - 2. On-Site Training
- C. Bidding instructions for equipment specified herein shall be contained in the Request for Quotation documents issued by the Construction Manager. These instructions shall specify the date bids are required, the number of copies of bids to be submitted, and destination for same, and shall include required equipment delivery dates, special conditions for delivery and storage, submittal instructions for shop drawings and other pertinent instruction, such as all equipment prices shall be quoted FOB Destination.
- D. Manufacturer shall comply with this Specification and all other technical documents as contained in the Request for Quotation Package to the fullest extent possible. If manufacturer must take exceptions to or deviate from this Specification, and/or other technical documents as provided in the Request for Quotation package, such exceptions and deviations shall be stated in the Proposal Form included with the Request for Quotation.

1.10. WARRANTY

- A. Special Warranty:** Equipment manufacturer shall guarantee equipment to be free of defects in workmanship and materials for a period of one (1) year from the date of field testing and acceptance by the Owner. Equipment manufacturer shall be allowed access to equipment for repair or replacement of defective components.
- B.** Defects in workmanship and materials or failure to meet guaranteed performance shall be corrected by the equipment manufacturer, at no additional cost, within thirty (30) days after being notified in writing of failure of equipment to meet the guarantee. Owner reserves the right to use the equipment in the meantime as required for operation until service is performed. Beneficial use of the equipment shall not be considered as acceptance.

PART 2. - PRODUCTS

2.1. ACCEPTABLE MANUFACTURERS

- A. Acceptable Manufacturers:** Subject to compliance with requirements, provide temporary diesel engine generator set of one of the following:

 - 1. KwietPower
 - 2. Cummins
 - 3. Kohler
 - 4. Caterpillar
- B. Diesel Engine-Generator Sets**

 - 1. **General:** Except as otherwise indicated, provide manufacturer's standard diesel engine-driven generator set and auxiliary equipment as indicated by published product information, and as required for the complete installation as indicated on drawings.

2.2. TEMPORARY ENGINE-GENERATOR POWER SYSTEM

- A.** Provide a standby engine-generator power system as herein specified, and as shown on drawings, complete with all required equipment and accessories for a completely operable and satisfactorily performing system. It is the intent of these specifications to describe and obtain system equipment of current design for which service and parts can be easily and promptly obtained.
- B.** The system shall operate in a standby power capacity and the generator set will deliver power continuously under normal varying load factors with periodic loading up to 100% of the nameplate rating for short (cyclical) periods during a power outage for the duration of a power outage.

- C. The system shall be completely furnished, tested, and shipped by the manufacturer of the engine-generator set so there is a single source of supply and responsibility. The engine, cooling system, generator, enclosure, and fuel tank shall be factory assembled and tested as a unit. Provide all necessary appurtenances for connection of the generator to the external components of the engine-generator system.
- D. The engine and generator shall be factory mounted on a roll up truck assembly welded steel mounting frame to maintain alignment of mounted components for suitable mounting to any level flat surface without depending on the concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.
- E. The on-site power system shall be entirely separate from the commercial power system except for the installation of the automatic transfer switches and the connection from these switches to the normal power source. The electrical system will normally be connected to the commercial power source through the automatic transfer switches. Upon failure of the commercial power source, the engine generator set shall automatically start and the electrical system shall be automatically transferred to the engine-generator power source through the automatic transfer switch. Upon restoration of commercial power, the system shall be automatically retransferred to the commercial source and the engine generator set shall automatically shut down.
- F. Each system shall include:
1. Electric engine-generator plant and all controls
 2. Fuel oil pump, filter and associated piping
 3. Lubrication system and filter
 4. Cooling system radiator, pump and associated piping
 5. Jacket coolant heater sized to ensure that engine will start within the specified time period and ambient conditions.
 6. Air-intake filtration
 7. Exhaust silencer and silencer flange kit and exhaust piping
 8. Starting system motor, batteries and battery charger
 9. Generator power circuit breaker mounted in enclosure
 10. Generator set control and instrument monitoring panel mounted on the generator and with controls and instruments not less than hereinafter specified or required by referenced codes and standards
 11. Remote status and alarm annunciator with controls and instruments not less than hereinafter specified or required by referenced codes and standards
 12. Digital time indicating/interval timer and generator fail-to-start audio/visual alarm
 13. Vibration isolators
 14. All required accessories for a completely operable system
 15. Ethylene glycol antifreeze for a 50% solution fill of the complete cooling system
 16. Complete fill of engine crankcase oil
- G. The engine-generator set shall be rated as noted below, for at a 0.8 or greater power factor for 480/277 volt, three-phase, four-wire wye, 60 Hz system.
- H. Engine: The engine shall be diesel-fueled, multi-cylinder design. Engine shall be electric start, water cooled with radiator blow-through type fan with fan guard, cooling system thermostat, engine mounted and engine-driven jacket coolant pump, electric-immersion type jacket coolant heater. The engine shall be designed for starting and operating on winter-grade No. 2 commercial

grade fuel oil.

- i. An oil pump shall supply full pressure lubrication. The engine shall have an oil filter and strainer with replaceable filter element, oil cooler, fuel filters, heavy-duty air intake cleaner with replaceable dry filter element, and fuel pump. Oil flow shall be controlled with a thermostatic control valve capable of full flow and designed to be fail safe.
- I. Cooling System: The generator set shall be equipped with a closed-loop, liquid-cooled, cooling system with integral engine driven coolant pump and radiator factory mounted on engine-generator set frame. Temperature control provided by thermostatic-control valve. Expansion tank rated to withstand maximum closed-loop coolant system pressure for engine used and equipped with gauge glass and petcock. Flexible coolant hose assemblies with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric. The cooling system shall be sized to operate at full load conditions at ambient air entering the enclosure. The generator set supplier is responsible for providing a properly sized cooling system based on the enclosure static pressure restriction.
- J. Silencer: An [EGSA Class 4] silencer capable of a dynamic insertion loss of at least [25 dB(A)] and selected as recommended by engine manufacturer, with companion flanges, and flexible stainless steel exhaust connector shall be furnished and installed according to the manufacturer's recommendation. The silencer shall be mounted so that its weight is not supported by the engine. Exhaust system lengthening due to thermal expansion shall not be imposed on the engine. Exhaust pipe size shall be sufficient to ensure that exhaust backpressure does not exceed the maximum limitations specified by the engine manufacturer.
- K. Diesel Fuel-Oil System: Comply with requirements of NFPA 30. Fuel-oil piping shall be Schedule 40 black steel. Cast iron, aluminum, copper, and galvanizing shall not be used in the fuel-oil system.
- L. Truck-Mounted Fuel-Oil Tank: The generator set manufacturer shall furnish a UL 142 listed, double walled, closed top-diked, skid-mounted fuel tank with rated capacity sized for operation of the generator at full load for minimum 24 hours. Provide tank connections for fuel supply line, fuel return line, vent line, exterior accessible local fuel fill port, and vandal resistant cap. A fuel return line cooler shall be provided as recommended by the manufacturer and assembler. Tank shall have float switches to alarm for low level (warning) at 70% tank rated capacity, low-low level (shutdown), overfill high fuel level (warning at 95% tank rated capacity, and tank interstitial space leak. Tank shall be provided with a mechanical fuel level gauge. Comply with requirements of NFPA 30 – Flammable and Combustible Liquids Code and NFPA 31 - Tanks for Liquid Fuels.
- M. Starting System: Starting shall be by a positive shift-engaging starter. The starting system shall include: heavy-duty industrial type lead-acid batteries with capacity rating for not less than five (5) starts without recharging; battery connecting cables; engine-mounted battery charging alternator; and battery compartment mounted on engine base.
 1. Provide a solid state, UL 1236 compliant, voltage regulated, automatic temperature compensating battery trickle charger to maintain fully-charged engine cranking batteries. Charger unit shall have voltmeter, ammeter and fuses mounted in a NEMA 250 Type 1 charger cabinet and shall be designed for operation on 120 volt, 60 Hz source. Charger safety functions shall sense abnormally low battery voltage and close Form C dry contacts providing

- low battery voltage indication on control and monitoring panel; sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
- N. Engine Speed Control System: Engines shall be equipped with an electronic engine control module (ECM), that shall monitor and control engine functionality and seamlessly integrate with the generator set controller through digital communications. ECM monitored parameters shall be integrated into the generator's controllers alarm and warning requirements.
1. The engine shall be provided with a governor which maintains the frequency within a bandwidth of the rated frequency, over a steady-state load range of zero to 100% of rated output capacity. The governor shall be configured for safe manual adjustment of the speed/frequency during operation of the engine generator set, without special tools, from 90 to 110% of the rated speed/frequency, over a steady state load range of zero to 100% of rated capacity. Isochronous governors shall maintain the midpoint of the frequency bandwidth at the same value for steady-state loads over the range of zero to 100% of rated output capacity.
- O. Alternator, Exciter, and Voltage Regulator: The alternator shall be a revolving field type with brushless exciter, 2/3 pitch, and solid-state voltage regulator. The generator shall be one or two bearing, directly coupled to the engine flywheel housing and shall be driven through a coupling system that will insure permanent alignment. Temperature rise shall be within rating as defined by NEMA Standard MG 1. Insulation shall be Class H.
1. The generator exciter shall be of the brushless type utilizing provide permanent magnet excitation (PMG) for power source to voltage regulator and shall be rotated integrally with generator rotor. Semiconductor rectifiers shall have a minimum safety factor of 300% for peak inverse voltage and forward current ratings for all operating conditions, including 110% generator output at 104 degrees F ambient. The exciter and regulator in combination shall maintain generator-output voltage within the limits specified.
 2. Voltage regulator shall be solid-state type, separate from exciter, providing performance as specified and as required by NFPA 110. Voltage regulation shall be within $\pm 2\%$ of rated voltage from no-load to full-load. The instantaneous voltage dip shall be not more than 20% of rated voltage when any addition of load up to 90% of rated load and rated power factor is applied to the alternator and the recovery to stable operation shall occur within 4.5 seconds. Stable operation shall be defined as operation with terminal voltage remaining constant within $\pm 1\%$ of rated voltage. Provide control for a minimum of $\pm 5\%$ voltage adjustment from rated voltage. Total harmonic content of the AC waveform shall not exceed 5% RMS measured line to line at rated load and Telephone Influence Factor (TIF) shall not exceed 50 by NEMA Standards.
- P. Control and Monitoring: Engine and generator control and instrument panel shall be mounted on the engine generator set utilizing a mounting method to isolate the control panel from generator-set vibration.
1. The control system shall provide pre-wired customer use communications support via RS232, RS485, or an optional modem. Additional I/O utilizing Modbus RTU must be an available option. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality.

2. Manufacturer shall provide remote access to monitoring generator status and all alarms.
3. The engine-mounted panel shall contain the following indicators:
 - a. AC voltmeter and ammeter with phase selector switches
 - b. AC frequency meter
 - c. DC voltmeter
 - d. Battery charge-rate meter
 - e. Engine-coolant temperature gauge
 - f. Engine lubricating-oil pressure gauge
 - g. Running-time meter
 - h. Indicating light for each abnormal condition safety device
 - i. Audible alarm with silence switch to give alarm on any abnormal condition
4. The engine-mounted panel shall also contain the following switches, controls, protective devices, alarms and interfaces:
 - a. Selector switch for "run-off-auto" control of engine
 - b. Lamp test switch
 - c. Emergency stop switch
 - d. Remote start terminals (two-wire system) for engine start and stop control to operate from the automatic transfer switches
 - e. Automatic cycle cranker to provide not less than four (4) cycles of cranking
 - f. Adjustable timing relay set for minimum running time after engine is started
 - g. Cranking limiter to open starting circuit if engine has not started after last cycle of cranking with overcrank alarm
 - h. Overspeed shutdown device
 - i. Coolant high-temperature and low level shutdown devices.
 - j. Coolant high-temperature pre-alarm, high temperature alarm and low temperature alarm
 - k. Main fuel tank low-level alarm
 - l. Low lube oil pressure shutdown device
 - m. Generator overcurrent protective device not closed alarm
 - n. Auxiliary interlock contacts for the auxiliary fuel pump and the fuel shut-off solenoid valve
 - o. Terminals for pre-shutdown alarm on low oil pressure and high coolant temperature
 - p. Battery charger failure alarm
 - q. Generator control switch not in automatic mode alarm
 - r. Terminals for extension of each alarm and status indication to remote alarm panel specified
5. Remote Safety Control Devices:
 - a. Emergency-Stop Switch: For each generator, wall mounted at location as indicated on drawings, and labeled with function and generator set name. Push button shall weatherproof and be protected and located to prevent inadvertent or unintentional operation.
6. Common Remote Panel with Common Audible: Comply with NFPA 110 requirements. Include necessary contacts and terminals in control and monitoring panel. Remote panel shall be powered from the engine-generator set battery
7. Remote Alarm Annunciator: The engine-generator manufacturer shall furnish a remote alarm annunciator panel suitable for surface or flush mounting as indicated on the drawings. Alarm

panel shall utilize LED-type visual indicator lamps with identification wording as approved; common audible signal with silence switch incorporating a "reinitiate alarm" feature if not returned to normal position after alarm condition has been cleared or if additional alarms occur; and lamp test button.

8. The engine-generator set control and instrument panel shall be furnished with all control and alarm contacts, factory pre-wired to labeled terminal blocks in the engine generator set control and instrument panel for extension to the remote annunciator and alarm panel for all indications listed below. The fuel-oil tank low-level and high level alarm indication shall be from contacts in the fuel tank. The Contractor shall install the remote annunciator and alarm panel in location indicated on drawings and shall install all wiring from the engine-generator and oil tank gauge assembly to the remote panel and make all connections. The remote annunciator panel shall have individual visual annunciators for each of the following and audible alarm for the conditions listed.

<u>Conditions Indicated Alarm</u>	<u>Color</u>	<u>Audible</u>
Generator Running	Green	No
Over crank (Failed to Start)	Red	Yes
Low Oil Pressure	Amber	Yes
High Cooling Water Temperature	Amber	Yes
Low Cooling Water Temperature	Amber	Yes
Engine Over speed	Red	Yes
Low Battery Voltage (Charger Malfunction)	Red	No
High Battery Voltage (Charger Malfunction)	Red	No
Generator Over voltage	Red	Yes
Control Switch in Auto Position (Standby Mode)	Green	No
Engine Speed Down to 95% (Under speed)	Red	Yes
Low Fuel Level	Red	Yes
High Fuel Level	Red	Yes
Ground Fault	Red	Yes
Leak Detection	Red	Yes

9. The controller shall include the ability to accept six (6) total digital inputs with four (4) programmable digital inputs. The signals may be programmed for either high or low activation using programmable normally open (NO) or normally closed (NC) contacts.
 10. The controller shall include the ability to operate six (6) total with four (4) form A normally open programmable relay output signals, integral to the controller. Relay shall be rated for a maximum of 2A @ 30VDC.
- Q. Generator Overcurrent and Fault Protection: Provide engine mounted 100% rated, molded-case, thermal-magnetic trip type circuit breakers with shunt trip and amperage rating as listed on the drawings. The breaker shall be UL listed, connected to engine-generator safety shutdowns, and automatically controlled by the package mounted generator set controls. Provide with auxiliary switch for connection to supervisory "generator overcurrent protective device not closed" alarm circuit.

1. In case of power outage the generator shall start in 10 seconds with full load as required by NFPA70 Article 700.
2. Breaker shall be housed in an extension terminal box which is isolated from vibrations induced by the generator set. Compression type lugs, sized for the circuit breaker feeders shown on drawing, shall be supplied on the load side of breaker. Circuit breakers shall have fault current rating as indicated on the drawings but at least equal to the maximum fault current the generator is capable of providing to a bolted fault at the terminals of the breakers.

2.3. OUTDOOR GENERATOR SET ENCLOSURE

- A. Generator shall be provided with a outdoor weatherproof enclosure. Provide with the following:
1. Enclosure shall have multiple removable, gasketed and lockable access panels at all points requiring maintenance access. Panels shall be removable by one person without tools.
 2. Space Heater: Thermostatically controlled and sized to prevent condensation. Provide as needed to meet NFPA 110, Level 1 temperature levels.
 3. Convenience Outlet: Factory wired, 20 ampere, 120V GFCI. Mount inside enclosure and arrange for external electrical connection.
 4. Thermal Insulation: Manufacturer's standard materials and thickness selected in coordination with space heater to maintain winter interior temperature within operating limits required by engine-generator-set components.
 5. Silencer Location: Within enclosure. All exhaust piping shall be wrapped for personnel protection and to eliminate excessive heat buildup during generator operation.
 6. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110% of rated load for 2 hours with ambient temperature at top of range specified in the Project Conditions section. Inlet and exhaust air handling equipment shall be designed so as to maintain a combined total maximum static pressure drop of 0.5 inches of water gauge through the enclosure, including all air handling devices.
 7. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow. Provide insect and rodent screens on all openings into enclosure.
 8. Assembly Hardware (Nuts and Bolts): Use JS500 and nylon washers to prevent paint deterioration.
 9. Enclosure Finish: Paint enclosure in manufacturer's standard color with powder-coat paint.

2.4. LOAD BANK

- A. Description: Temporary, on roll-up truck, outdoor, weatherproof, resistive unit capable of providing load to generator set at 100 percent rated-system capacity. Unit may be composed of separate resistive and reactive load banks controlled by a common control panel. Unit shall be capable of selective control of load in 25% steps and with minimum step changes of approximately 5 and 10% available.
- B. Resistive Load Elements: Corrosion-resistant chromium alloy with ceramic and steel supports.

Elements shall be double insulated and designed for repetitive on-off cycling. Elements shall be mounted in removable aluminized-steel heater cases utilizing slide-out, removable trays to allow service without major disassembly of the load bank.

- C. Reactive Load Elements: Epoxy-encapsulated reactor coils. Load elements shall be mechanically-supported over their entire length, to avoid any failed element from shorting to an adjacent conductor or to ground.
- D. Load-Bank Heat Dissipation: Integral fan with totally enclosed fan cooled (TEFC) motor shall provide uniform cooling airflow through load elements. Fan blades shall be cast aluminum. Airflow and coil operating current shall be such that, at maximum load, with ambient temperature at the upper end of specified range, load-bank elements operate at not more than 50% of maximum continuous temperature rating of resistance elements.
- E. Load Element Switching: Remote-controlled contactors switch groups of load elements. Contactor coils are rated 120 V. Contactors shall be located in a separate NEMA 250, Type 3R enclosure within load-bank enclosure, accessible from exterior through hinged doors with tumbler locks.
- F. Contactor Enclosures: Heated by thermostatically controlled strip heaters to prevent condensation.
- G. Load-Bank Enclosures: NEMA 250, Type 3R, complying with NEMA ICS 6. Enclosure walls shall be double wall construction to provide a low temperature exterior shell. Louvers at cooling-air intake and discharge openings shall prevent entry of rain and snow. Openings for airflow shall be screened with 1/2-inch- (13-mm-) square, galvanized-steel mesh. Reactive load bank shall include automatic shutters at air intake and discharge. Exhaust airflow shall be directed upwards through rain/snow shedding louvers, and away from building openings. Exterior hardware and all door hinges shall be stainless steel.
- H. Protective Devices: Power input circuits to load banks shall be fused, and fuses shall be selected to coordinate with generator circuit breaker. Fuse blocks shall be located in contactor enclosure. Cooling airflow and overtemperature sensors shall automatically shut down and lock out load bank until manually reset. Safety interlocks on access panels and doors shall disconnect load power, control, and heater circuits. Fan motor shall be separately protected by overload and short-circuit devices. Short-circuit devices shall be noninterchangeable fuses with 200,000-A interrupting capacity. All power wiring shall have 150° C insulation, and control wiring shall have a minimum 105° C insulation.
- I. Remote-Control Panel: Separate from load bank in NEMA 250, Type 1 enclosure with a control power switch and pilot light, and switches controlling groups of load elements.
- J. Control Sequence: Control panel may be preset for adjustable single-step loading of generator during automatic exercising. Automatic protection features shall include “fan failure”, “high exhaust temperature” and “high intake air temperature”.

2.5 MOBILE GENERATOR CONNECTION BOX

- A. Acceptable Manufacturers: Subject to compliance with requirements, provide transfer switches by one of the following:
- B. Automatic Transfer Switches
 - 1. ASCO Power Technologies
 - 2. Eaton
 - 3. Square-D
 - 4. Berthold Electric Company
 - 5. IEM
- C. Description: Permanent, outdoor, weatherproof mobile generator connection box with Cam-Lok connectors and sealable cable openings in the bottom of the connection box. Comply with UL 1773 – Termination Boxes. [Comply with UL 1008 Supplement SB - Accessories, Transfer Switch.]
- D. Enclosure: NEMA 3R wall mounted enclosure with bottom access to cable terminations and equipped with protected entry. Enclosure made from code gauge steel painted with polyester powder coat. All terminations shall be accessible from the front of the enclosure. The assembly shall be provided with adequate lifting means. Doors shall have provisions for padlocking.
- E. Connections: Cam-Lok J-Series E1016 male connectors with snap covers mounted inside the enclosure. Refer to drawings for amperage, voltage and fault current ratings.
- F. Accessories: 2-key Kirk Key interlock configured as shown on the drawings.
- G. Wire connections: connection wires as indicated on drawings.

PART 3 - EXECUTION

3.1. EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance. Examine roughing-in for piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation. Proceed with installation

only after unsatisfactory conditions have been corrected.

3.2. PREPARATION

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
1. Notify Construction Manager no fewer than seven (7) days in advance of proposed interruption of electrical service.
 2. Do not proceed with interruption of electrical service without Owner's written permission.

3.3. INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions, with NFPA 110 and with NECA/EGSA Standard 404. Install packaged engine-generator to provide access and required electrical working clearances, without removing connections or accessories, for periodic maintenance. Coordinate with other work, including raceways, electrical boxes and fittings, fuel tanks, piping and accessories, as necessary to interface installation of engine-generator equipment work with other work.
- B. Equipment Mounting: Install packaged engine generators on cast-in-place concrete equipment bases. Coordinate size and location of concrete bases for packaged engine generators with actual equipment provided. Cast Type J anchor-bolt inserts into bases.
- C. Fuel Piping: Copper and galvanized steel shall not be used in the fuel-oil piping system.
- D. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.
- E. Fluids: The Contractor shall fill the engine crankcase with API certified oil, category as recommended by the engine manufacturer. Furnish and fill the complete engine water-cooling system with a 50% solution of ethylene glycol anti-freeze and distilled water. Anti-freeze shall provide protection to -30°F. Fill the engine crankcase with high-grade motor oil as recommended by the engine manufacturer.

3.4. CONNECTIONS

- A. Connect power, grounding, control and annunciating wiring utilizing stranded conductors installed in flexible conduit a minimum of 18 inches long to accommodate engine vibrations. For vibration isolation, flexible fittings shall be provided for all conduit, cable trays, and raceways attached to engine-generator sets; metallic conductor cables installed on the engine generator set and from the engine generator set to equipment not mounted on the engine generator set shall be flexible stranded conductor; and terminations of conductors on the engine generator set shall be

crimp-type terminals or lugs. Install control and signal wiring, from the generator set to the transfer switch and remote annunciator, in separate raceways from power conductors to minimize power circuit interference with control circuits.

- B. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL Standards 486A, B and the National Electrical Code.

3.5. IDENTIFICATION

- A. Install a sign indicating the generator neutral is bonded to the main service neutral at the main service location. Install a sign at the service entrance equipment that indicates the type and location of on-site emergency legally required and optional standby power sources.

3.7. FACTORY TESTING

- A. Testing shall include a complete check of safety and control circuitry, sound level at full load, time required for frequency and voltage regulation to return to normal upon application of 25%, 50%, 75% and full load, alignment, and instrumentation, including frequency and voltage regulation; and testing of the unit's transient response characteristics and vibration readings of the completed unit. Factory load testing shall be at rated power factor.
- B. Testing shall demonstrate the unit(s) to be free of critical speeds of either major or minor magnitude.
- C. Testing shall include a load test as follows:
 - 1. One (1) hour at 50% load.
 - 2. One (1) hour at 75% load.
 - 3. Four (4) hours at 100% load.
 - 4. 100% single-step load application and acceptance of the load within 10 seconds.
- D. The following engine parameters shall be read and recorded at 15-minute intervals throughout the test:
 - 1. Engine oil pressure.
 - 2. Engine oil temperature.
 - 3. Jacket coolant temperature in and out.
 - 4. Engine rpm.
 - 5. Fuel pressure.
 - 6. Ambient air temperature.

3.8. FIELD QUALITY CONTROL

- A. The manufacturer of the engine-generator set shall provide the services of a qualified factory

trained service technician, start-up testing and performance testing of the engine-generator system for checking the completed installation, for making all necessary adjustments, for installation testing, and for a minimum of four hours for instructing the Owner's Representatives in the operation and care of the complete system. Include all costs for this service, including travel and lodging expenses, in the base price for the project. The service technician shall work in coordination with the installing Electrical and Mechanical Contractors.

- B. Start-Up Testing: Provide manufacturer's factory-trained representative to perform start-up inspection and testing. Prior to energizing any electrical components, perform visual and mechanical inspections and electrical and mechanical tests listed in the two paragraphs below. Certify compliance with test parameters.
- C. Visual and Mechanical Inspection:
1. Compare equipment nameplate data with drawings and specifications.
 2. Inspect physical and mechanical condition.
 3. Inspect anchorage, alignment, and grounding.
 4. Verify the unit is clean.
 5. Check fuel, lubricating oil, and antifreeze for conformity to the manufacturer's recommendations under environmental conditions present.
- D. Electrical and Mechanical Tests:
1. Perform continuity and short circuit checks on all wiring.
 2. Prior to cranking engine for proper operation, test accessories that normally function while the set is in a standby mode. Accessories include jacket coolant heater, battery, battery charger, and remote annunciator.
 3. Perform insulation-resistance tests in accordance with IEEE 43.
 4. Test protective relay devices.
 5. Test emergency shutdown operators.
 6. Verify voltage, phase rotation, phasing, and synchronized operation as required by the application.
 7. Functionally test engine shutdown for low oil pressure, overtemperature, overspeed, and other protection features as applicable.
 8. Verify correct functioning of the governor and regulator.
 9. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for exhaust leaks, fluid leaks, cooling air flow, movement during starting and stopping, vibration during running. Repair leaks and retest until no leaks exist.
- E. Performance Tests: Provide manufacturer's factory-trained representative to perform performance tests upon completion of start-up testing, with the Engineer in attendance; provide certified test record. Tests are to include the following:
1. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery. Verify acceptance of charge for each element of the battery after discharge. Verify that measurements are within manufacturer's specifications.

2. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
3. Noise Level Tests: Measure A-weighted level of noise emanating from engine-generator installation, including engine exhaust and cooling-air intake and discharge, at a radial distance of 23 feet from edge of the generator enclosure.
4. Provide a resistive load bank to test generator at full load and unity power factor for a period of at least four hours. The test is intended to test the capability of the generator in its installed condition. Load test shall not occur until all components of the generator system are completely installed to include, but not limited to, the intake and exhaust ductwork, exhaust piping, and dampers and louvers. Apply load in steps of 25%, 50%, 75% and 100% of the nameplate rating in equal durations for the specified total test time. If the engine load run test is interrupted for any reason, the entire test shall be repeated.
5. Test, by means of simulated power outage using actual building load, automatic start-up by remote-automatic starting, transfer of load, and automatic shutdown. Prior to this test adjust, for proper system coordination, transfer switch timers. Coordinate tests with tests for transfer switches and run them concurrently.
- F. Monitor, throughout all tests, ambient temperature, engine coolant temperature, oil pressure and temperature, battery charge level, generator voltage, amperes, frequency, power factor. Measurements are to be recorded after stabilization of an engine-generator set parameter.
- G. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- H. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units, and proceed with retesting. Initial testing and retesting shall be at no cost to the Owner.
- I. Infrared Testing:
 1. After Substantial Completion, but not more than 60 days after Final Acceptance, perform infrared scan of all field and installation connections for each piece of equipment. Testing shall when equipment is under maximum possible load for a minimum of 5 minutes and included photos showing test views.
 - a. Act on inspection results according to the recommendations of NETA ATS, Table 100.18. Correct possible and probable deficiencies as soon as Owner's operations permit. Retest until deficiencies are corrected.
 - b. Provide copies of test reports, findings, remediations, and retests with operations and maintenance manuals at conclusion of Project. Prepare a certified report that identifies the testing technician and equipment used and lists the results as follows:
 - i. Description of equipment to be tested.
 - ii. Discrepancies.
 - iii. Temperature difference between the area of concern and the reference area.
 - iv. Probable cause of temperature difference.
 - v. Areas inspected. Identify inaccessible and unobservable areas and equipment.
 - vi. Identify load conditions at time of inspection.
 - vii. Provide photographs and thermograms of the deficient area.
 - viii. Provide calibration record for infrared-scanning instrument(s) used.

2. After the successful completion of all testing, the Contractor shall “top off” all fluids including fuel.

3.9. ADJUSTING AND CLEANING

- A. After fabrication and before assembly, piping interiors shall be manually wiped clean of all debris.
- B. Prior to equipment start-up, vacuum all scrap, wire, dust and other debris from the generator and associated equipment. Do not use compressed air to blow debris out of the generator or circuit breaker enclosure, since debris may settle inside devices and impair their ability to function.
- C. On completion of installation, inspect system components. Replace all parts and covers. Check for any pinched wires and close all doors. Ensure the enclosure parts are properly aligned and fastened securely. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish. Clean components internally using methods and materials recommended by manufacturer.

3.10. TRAINING AND DEMONSTRATION

- A. Building Operating Personnel Training: Engage a factory-authorized service representative to train Owner's maintenance personnel in adjusting, operating, and maintaining packaged engine-generators. Training shall be for one eight-hour session instructing personnel in the maintenance and operation of the equipment, on the dates requested by the Engineer. Training shall include procedures for starting-up, testing, and operating diesel engine-driven generator sets.
 1. Training shall include written documentation provided to the Owner containing condensed operating instructions describing manufacturer's pre-start checklist and precautions; startup procedures for test-mode, manual-start mode, and automatic-start mode (as applicable); running checks, procedures, and precautions; and shutdown procedures, checks, and precautions.
- B. Service: Manufacturer shall make available to the Owner, at the completion of the guarantee, a maintenance and service agreement via the nearest certified vendor's service center.

END OF SECTION 263213.13



Public Works Department
24300 Narbonne Avenue
Lomita, CA 90717
310/325-7110

NOTICE OF EXEMPTION

Project Title: Emergency Standby Generator at Appian Way

Project Description:

Standby Generator at Appian Way Project – The project is located at the Appian Way Pressure Reducing Station. The project includes the procurement of a standby generator and load bank, installation of an electrical cabinet, new circuit breaker in the existing main switchboard, Kirk-Key interlock, conduits and wiring, GFI receptacle, and the testing of the standby generator to ensure electrical connectivity. Filed by the City of Lomita

Finding:

The City Council of the City of Lomita has reviewed the above proposed project and finds it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- Ministerial Project
- Categorical Exemption (CEQA Guidelines, Section 15269 (c) Emergency Projects)
- Statutory Exemption
- Emergency Project
- Quick Disapproval [CEQA Guidelines, Section 15270]
- No Possibility of Significant Effect [CEQA Guidelines, Section 15061(b)(3)]

Supporting Reasons In accordance with Section 15269 (c) Emergency Projects of the California Environmental Quality Act (CEQA) Guidelines, the installation and use of the standby generator can be found to be exempt from the requirements of CEQA. The proposed project consists of the installation of a new electrical cabinet, main switchboard, conduits and wiring at the Appian Way Pressure Reducing Station to ensure electrical connectivity with the standby generator. If primary power is lost, the standby generator will allow the water pressure reducing station to run and maintain normal operations. The purpose of the generator is to support the station as needed and it is not anticipated to be used in any circumstances other than to prevent an emergency event.

6/20/23

(Date)

Carla Dillon, Director of Public Works

GEN-TECH

POWER GENERATION SPECIALISTS

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QUOTATION

Project: Lomita Gabarator

Date: April 26, 2023
Quotation No. 03172023 – 1411 JTN

We appreciate the opportunity to provide this quotation to meet the needs of the project. Based on our understanding of the specifications, we propose the following equipment and services for your consideration.

Generator Specifications

One (1) Shindaiwa

Industrial Outdoor Diesel Generator Set rated at 144 KW

Prime Rated, 277/480v, 3 phase (switchable Voltage), 4 wire, 60 Hz

Certifications

UL 2200 listed generator set

Engine certified to meet the current EPA Emission Tier Requirements

High ambient unit mounted radiator

Electronic Isochronous Governor

Permanent magnet alternator

Starting batteries, cables, and charger

Digital Generator Control Panel

Modbus Communication

Single Circuit Breaker

500-amp main line circuit breaker

100 % Electronic LSI circuit breaker

Level 3 Sound-attenuated enclosure

Internal mounted silencer

Diesel fuel system

275 gallon / 24 hour extended subbase diesel tank wit Spill Containment

UL 142 listed

Standard alarm and vent package

- Unit trailer mounted

Generator Warranty

Two (2) Year Standard Warranty for the Generator Set

Trailer Mounted Load Bank

One (1) 500 kW Avtron trailer mounted load bank

240/480 VAC, 3 Phase

5 kW step resolution

SIGMA LT with Digital Toggle Switch Control. This local control features full digital monitoring and individual load steps with LED indication.

NEMA 3R enclosure

QUOTATION

Date: April 26, 2023

Additional Options:

Initial fill of diesel fuel and diesel fuel for testing. Due to current Fuel Prices and volatility in the market, this will be a separate Invoice and billed at Time and Material if selected.

Generator Set Clarifications & Comments:

System Net Price (not including applicable sales tax or shipping)
Shipping is Prepaid and Add

\$170,090.00

The above equipment is system priced – it is not available separately.

Based on our suppliers, all quotations are valid for Fifteen (15) days. Orders placed beyond Fifteen (15) days from quote date may require a revised quote prior to order acceptance. If payment is made by credit card, credit card processing (convenience) fees may apply.

Equipment Lead Time:

Lead times are approximate. Lead times will be confirmed at time of order or release of submittals if held for more than 2 weeks.

- **Submittals** Two (2) to Three (3) weeks from receipt of purchase order
- **Generator Set** Ten (10) to Twelve (12) weeks after approved submittals and written release for production
- **Trailer Mounted Load Bank** Thirty (30) to Forty (40) weeks after approved submittals and written release for production
-

As a result of the worldwide supply issues, delays in delivery may occur. Gen-Tech makes no guarantee on delivery date.

Payment Schedule:

Cash Customer Terms:

50% down payment due at time of purchase order
50% balance due prior to shipment from factory (or delivery if stock order)
25% Cancellation/Restock Fee will be charged for cancelled orders

Net 30 Customer Terms:

10% down payment due at time of purchase order
Balance billed upon shipment from factory
Must receive at least 90% payment prior to scheduling startup
Retention due and payable within 30 days of startup completion
25% Cancellation/Restock Fee will be charged for cancelled orders
Net 30 terms available with Credit Approval

Terms:

F.O.B Factory – Prepay and Bill to project site. Offloading and Installation (placement) by Others

Clarifications and Customer Responsibility

1. This quotation was prepared based on the verbal description section provided to us and is intended to meet the intent of the specifications. *Please verify that this quotation meets all of your project requirements.*
 - Equipment will be supplied as Submitted
 - There will be variations in the equipment from the “concept” contract documents.

QUOTATION

Date: April 26, 2023

- It is not the responsibility of GEN-TECH to design, engineer or to provide construction coordination with other trades
2. F.O.B Factory – Prepay and Bill to project site - Shipping via standard ground freight. If expedited shipment is required additional fees will be charged.
 3. Offloading, rigging, assembly, and installation of the proposed equipment, as well as related mechanical piping, electrical conduit and electrical wiring is the responsibility of the installing contractor.
 4. All required diesel fuel for initial fill and fuel for testing of equipment is the responsibility of the installing contractor.
 5. Start up and System Testing is based on 150-mile radius from our Facility in Denver, Colorado . - If location is outside the 150-mile radius, a revised quotation for startup and testing will be provided.
 6. Jobsite inspection and initial startup by GEN-TECH personnel during normal working hours Monday through Friday 7:00am to 4:00pm.
 7. The circuit breakers listed above are manufacturer’s standard breakers. At this time, GEN-TECH has been given no information concerning specific circuit breakers necessary for selective coordination. If applicable, additional pricing will be made available for specific breakers (non-factory standard) upon direction of Selective Coordination Study completed before or after bid date. Note, Selective Coordination Study is not included in this proposal. Standard-type breaker information available upon request for inclusion with proposal.
 8. Coordinate date and time for system start-up with GEN-TECH service department once equipment has been installed. All startups must be completed within 6 months from the of date shipment from the factory. Failure to notify GEN-TECH of startup dates greater than 6 months from ship date may void manufacturer’s warranty. **IF** this quote contains start-up, one (1) start-up service trip is included in above pricing for equipment start-up. Any additional trips required due to delays not in GEN-TECH control, will be charged to customer’s account at prevailing rates.
 9. *When applicable, any project that qualifies for the Retail Sales Tax, GEN-TECH will add the required sales tax to the equipment invoice.*
 10. Any taxes (local or state), fines, fees, or permits for the sale or operation of this equipment are the responsibility of the equipment owner or contractor, and will not be paid for by GEN-TECH.
 11. Credit Card Payments for purchases made in amounts greater than \$5,000.00 are subject to a 3% credit card processing fee at time of purchase.
 12. Special Testing: - NETA acceptance testing, protective relay calibration, coordination study, 3rd party site testing, or ground fault testing is provided by others unless specifically detailed in the above quotation.
 13. Coronavirus (COVID-19), The parties acknowledge the worldwide outbreak of the coronavirus, which affects or is likely to affect usual business activities and / or the execution of the contract. The parties agree to consider as a force majeure event to all circumstances, risk and contingencies resulting directly or indirectly from any blockage caused by the expansion of COVID-19, and therefore supplier will be granted of an extension of time or any other reasonably required adjustment of the contract, all if required to overcome the consequences directly or indirectly caused by the outbreak of the coronavirus disease.
 14. In the event the Customer cancels this Agreement, the Customer will forfeit any and all payments made as set forth above. GEN-TECH’s remedy is not a penalty for cancellation but is the parties’ attempt to assess a measure of liquidated damages, which damages would otherwise be difficult or impossible to quantify for the parties in the event of a cancelled order.
 15. EXCEPT AS PROVIDED IN THIS AGREEMENT, GEN-TECH DISCLAIMS ALL WARRANTIES REGARDING THE GENERATORS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 16. A definite expression of the acceptance of this Agreement that contains terms that are additional or different form the terms of this Agreement will form a contract on the terms of this Agreement, and the additional or different terms shall not become a part of this Agreement.
 17. This Agreement contains the entire agreement of the parties and supersedes all prior written and oral understandings, agreements, and representations by and between the parties with regard to the subject matter hereof. Any promise or understanding not specified herein in writing is expressly waived.

The undersigned acknowledges that the preceding proposal and GEN-TECH standard terms and conditions have been read in its entirety, is understood and is hereby accepted:

Presented by

Signature: _____

Jackson Nejbauer (702) 761-9996
Dylan Uhl (303) 709 4268

Print Name Title

Date: _____

QUOTATION

Date: April 26, 2023

GEN-TECH

POWER GENERATION SPECIALISTS

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dba **GEN-TECH**
8080 Pontiac Street
Commerce City, CO 80022
Phone: (303) 428-2517
Fax: (303) 426-4558

Corporate Office
Arizona Generator Technology, Inc.
dba **GEN-TECH**
7901 North 70th Avenue Glendale,
AZ 85303
Phone: (623) 937-1719
Fax: (623) 937-0408

Arizona Generator Technology, Inc.
dba **GEN-TECH**
4702 South Tennessee Place Tucson,
AZ 85714
Phone: (520) 777-3130
Fax: (520) 203-8477

GEN-TECH of Nevada, Inc.
dba **GEN-TECH**
4785 Copper Sage Street
Las Vegas, NV 89115
Phone: (702) 633-5960
Fax: (702) 633-5960

Date: April 26, 2023

Project: Lomita Gabarator

Quotation No. 03172023 – 1411 JTN

Attn: Aleksei Isen

Gen-Tech would like to thank you for the opportunity to provide you with the proposal attached.

We would ask for you to read through the entire proposal, review and verify that we have adequately addressed all of your needs. The freight would be pre-pay and bill due to the current market on inbound freight. This quote is **valid for 15 days**, after 15 days a new quote will have to be resubmitted.

When you are ready, please sign and send it back to me at Jnejbauer@gentechus.com. Also, if you require a PO, please attach that as well.

Once a signed copy of the proposal is received, we can work on confirming lead time and placement in production slots. As a result of the worldwide supply issues, temporary delays in delivery may occur. Gen-Tech makes no guarantees on delivery dates.

I appreciate your time and consideration and look forward to working with you further.

Thank you,

Jackson Nejbauer



QUOTATION

NO. 230XXX

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: **April 7, 2023**

Page: **1 of 5**

To: Contact: **Aleksei Isen**
Company: **AEPC Group**
Address: **15865 Soledad Canyon Rd**
City, Zip: **Santa Clarita CA 91351**
Phone: **949 224 1591** Email: aisen@aepcgroup.com

Terms: **Net Cash, see T&C's**
F.O.B. **Jobsite, unloading by others**
Sales Rep.: **Cameron Early**
Contact #: **949 395 1127**
Email: **Cameron.early@quinnpower.com**

Project Name: **230201 AEPC, Lomita XQ Unit (Budget)**

Qty:	Description	Unit Price	Extension
1	New Caterpillar, Model XQ230BM Diesel Portable Generator Set. Rated 200, w/fan, 60Hz, 3Ph, 277/480V at 1800 RPM. CARB Emission Certified, Tier 4 Final, C7.1 Diesel Engine.	\$ 168,800.00	\$ 168,800.00
1	Permits and Registration	\$ 6,900.00	\$ 6,900.00

Pricing valid for purchase orders received in 30 days and equipment released by 08/23/2023.

Optional adders listed below.

Includes standard features as listed in product data sheet and additional accessories as listed herein...

SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. **Quotation is good for 30 days from quote date above, expires after that duration.**

**Total Price
(SALES TAX NOT
INCLUDED):**

\$175,700.00



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Date: **April 7, 2023**

Page: **2 of 5**

Description

- PRIME POWER
- EPA/CARB TIER 4F EMISSION CERT
- 60HZ 480 VOLT (WYE)
- 60 Hz, 200 kW
- XQ230-RETAIL 480V XQCP W/ ENC
- 125C TEMP RISE OVER 40C AMB
- STANDARD CONTROL PANEL- XQCP
- ENGLISH INSTRUCTION LANGUAGE
- INSIDE US EPA LOCATIONS
- GENERAL EPG
- COMMERCIAL BUSINESSES
- PRIME POWER
- STANDARD GOVERNOR
- DFA CONTRACT NUMBER
- 3POLE CB
- STANDARD BASE
- TRAILER XQ230 ELECTRIC BRAKES
- STANDARD ENCLOSURE
- STANDARD RADIATOR
- NO MUFFLER
- CLEAN EMISSIONS MOD INST
- STANDARD AVR
- STANDARD BATTERY
- PUMP ELECT UNIT INSTALLED
- 3 PHASE NEMA LOCK RECEPTACLE
- OPTIONAL CONNECTION GROUP
- STANDARD TEST REPORT

Accessories and/or modifications

- Initial fill of coolant and lube oil
- (1 set) Operation & Maintenance manuals (electronic copy) * **(additional sets, at additional cost)**
- Factory standard warranty - 2 years from startup service
- Spare Parts * (set of filters)

QPS field work

- Delivery to jobsite (**offload/crane service by others**)

Not included

- Sales tax
- Air, building or construct permits
- Offloading/crane service of equipment off delivery truck
- Installation, wiring, piping, plumbing or anchoring of equipment
- Diesel fuel, initial fill or for testing

~ = Service truck must be able to park within 25'ft horizontally & vertically of unit, over 25'ft at additional cost, based on T&M and billed direct from QPS Service department.

Availability:

Submittals: Estimated (8+ Weeks) on receipt and approval of purchase order. (1 electronic copy) Submittal approval is expected not exceed 60 days, additional time may impacted delivery schedule and equipment price increases.

Equipment: Estimated (70-74 Weeks) for factory build time after submittal approval. Subject to change at time of order.

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****



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Page: 3 of 5

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.

EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.



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Page: 4 of 5

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE



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Date: April 7, 2023

Page: 5 of 5

(WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

SUBMITTED BY:

By: _____

By: **Cameron Early**

Company: _____

Quinn Power Systems

Date: _____

Phone: **949 395 1127**

P.O. #: _____

March 20, 2023



KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS
To learn more, visit our website at www.BCEW.com

REFERENCE: Lomita Generator
EMERGENCY GENERATOR SYSTEM
BCEW # 162897, 3-20-23

Bay City Electric Works is pleased to offer the following Kohler generator system for your use on the referenced project. This proposal is in accordance with your verbal request. No written details, plans, or specifications were provided.

Major system components include:

One (1) Doosan model G240WCU-3A-T4F towable diesel powered generator set, rated rated for standby duty at 480 volts, 60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure with a subbase diesel fuel tank rated for 24 hours at full load.

Generator price is\$137,961.00 (Tax Not Included)

System Price: FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Jobsite inspection, initial generator startup, and initiation of warranty, by a Bay City Electric Works field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless the specification states otherwise. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup.

Emissions Permit is not included. To be provided by others. Contact ProActive Consulting Group at 714-893-7900 for Permit application processing information and pricing.

Quotation Notes:

1. Applicable taxes have not been included.
2. 3% fee will be added to any payments made by credit card.
3. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
4. Any additional equipment required as a result of the local Air Quality permit application will be quoted separately. Air quality requirements are ever changing and vary based on a number of factors like jobsite location and proximity to adjacent structures. BCEW is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end users responsibility to obtain all permits related to the installation and operation of the equipment quoted herein. All permits must be obtained prior to installation of the equipment.

Many air jurisdictions are discussing changing the rules regarding emissions, tier levels, aftertreatment, etc. We are quoting based on the specifications and our current understanding of the application of the air jurisdiction's rules at the time of quote.

5. Generators installed on or after January 1st, 2013 in SCAQMD's jurisdiction will require the installation of a Particulate Matter Filter if they are within 50 meters of a sensitive receptor and over 175bhp. If the generator is within 50 meters of a sensitive receptor and there is not a price for a PM Filter on this quote please contact your salesperson immediately. A sensitive receptor is defined as, "any residence including private homes, condominiums, apartments, and living quarters, schools as defined in (5), preschools, daycare centers, and health facilities such as hospitals or retirement and nursing homes. A sensitive receptor includes long term care hospitals, hospices, prisons, and dormitories or similar live-in housing."
6. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarden-12th grade school and there is not a price for a PM Filter on this quote please contact your salesperson immediately.
7. Some local AHJ's will require field inspections, additional testing, interconnection with a Fire Alarm system or BMS, or verifying functionality on certain components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover any and all potential testing that may be requested by AHJ's. We do our best to be an expert on all local requirements but we have a huge territory and requirements are ever changing. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the

REFERENCE:

BCEW # 162897, 3-20-23

3 of 5

Consulting/Specifying Engineer to provide the required information to bid the project properly. Typically the testing/inspection does not require attendance by a BCEW technician but in certain instances it does. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly. Tank pressure tests are required in very few areas. These are not included and will be quoted on an as required basis unless they are listed in the specification and specifically listed on our quote.

8. All supplied fuel tanks will be certified UL142 unless specifically called out as UL2085. UL142 tanks are NOT fire rated or ballistic rated.
9. All power system studies, including short circuit analysis, protective device coordination and arc flash analysis and mitigation, are the responsibility of others-not included with this proposal.
10. Protective device calibration, testing (NETA) and setting of protective relays and CB trip units is the responsibility of others and not included with this proposal.
11. Fuel, initial fuel fill and fuel for testing is excluded.
12. No special lugs included in our quotes unless specifically identified on our proposal. You will receive the standard lugs for the provided breakers.
13. Vapor Gas Fuel System includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components. External fuel supply components are not included.
14. Prices quoted are not applicable for work subject to any state or federal prevailing wage requirements. We are an equipment supplier, not a subcontractor. Please contact your sales executive if prevailing wage still applies.
15. Quotation will be held firm for 30 days. This quote may be modified and/or rescinded by BCEW at its sole discretion unless the quote is accepted before the expiration date
16. If new tariffs or fees are imposed on certain materials after the submittal of this proposal, we reserve the right to adjust pricing if this quote is affected.

Terms and Conditions:

1. Terms of payment are net 30 days from factory shipment, upon approval of credit department.
2. Materials will be invoiced date of shipment from factory.
3. Acceptance of purchase order is based on materials quoted.
4. 1.5% per month on unpaid balance will be assessed if not paid within terms.
5. Terms for retention and liquidated damages will not be accepted.
6. The following charges may be assessed for cancellation of any order:
 - a. 10% of total order price if cancelled after we have provided submittals but prior to release for manufacture.

13625 Danielson Street, Poway, CA 92064 (HQ)
8647 Helms Ave, Unit #100, Rancho Cucamonga, CA 91730
322 Lindbergh Avenue, Livermore, CA 94551
Phone – 866.938.8200 Fax – 619.938.8202

www.BCEW.com

REFERENCE:

BCEW # 162897, 3-20-23

4 of 5

- b. 25% of total order price if cancelled after release for manufacture, or if the equipment is already on order with the factory (Kohler paralleling switchgear is on order as soon as Submittals are requested).
- c. 50% of total order price if cancelled less than 60 days prior to the scheduled shipment date.
- d. 100% of total order price if cancelled after the equipment has shipped from the manufacturing plant.

Lead Times:

- 1. Most submittals can typically be provided within 10 business days from receipt of your written hold for Submittal approval (HFSA) Purchase Order. Custom drawings take 15-20 business days minimum. Paralleling Switchgear Submittals are a minimum of 6-8 weeks.
- 2. Current factory lead-time for the generator is 26-30 weeks from written release for production. Leadtimes are estimated at time of quote and may vary at time of order.

We appreciate this opportunity to offer our equipment for your consideration. Please call if you have any questions or if I can help in any way. Bay City Electric Works wants to be your Generator System Supplier.

Best Regards,

Kris Lintz
Industrial Sales Executive
619.496.7806 cell
klintz@bcew.com

REFERENCE:
BCEW # 162897, 3-20-23
5 of 5

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Bay City Electric Works, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth above.

Company name: _____

Purchaser name and title (please print): _____

Purchaser signature: _____

Date: _____ Purchase Order # _____

Delivery Date Requested by Purchaser: _____

If a delivery date is not provided, BCEW will postpone the release of product orders with its respective vendors until the date is provided in writing. It is the sole responsibility of the Purchaser to provide a delivery date within the current factory lead times.

PLEASE INCLUDE PRELIM INFORMATION WHEN ISSUING A PURCHASE ORDER.

KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com



QUOTATION

NO. 230201

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

Date: May 12, 2023

Page: 1 of 6

To: Contact: Aleksei Isen
Company: AEPC Group
Address: _____
City, Zip: _____
Phone: 949 224 1597 Email: aisen@aecpgroup.com

Terms: Net Cash, see T&C's
F.O.B. Jobsite, unloading by others
Sales Rep.: Cameron Early
Contact #: 949 395 1127
Email: Cameron.early@quinnpower.com

Project Name: 230201 AEPC Lomita Load Bank

Qty:	Description	Unit Price	Extension
1	New ASCO, Input Panel Switch,. Rated 400A, 3P, 277/480V, 60Hz, 3Ph, NEMA 3R Enclosure.	\$ 6,600.00	\$ 6,600.00
1	AvTron 4500 Outdoor Resistive Load Bank 500kW	\$ 34,000.00	\$ 34,000.00

Pricing valid for purchase orders received in 30 days and equipment released by 09/29/2023

Optional adders listed below.

Includes standard features as listed in product data sheet and additional accessories as listed herein...

SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. **Quotation is good for 30 days from quote date above, expires after that duration.**

**Total Price
(SALES TAX NOT
INCLUDED):**

\$40,600.00



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Page: 2 of 6

#1	Quick Connect	AMPS: 0400	QTY: 1
Product	: Input Quick Connect Panel	Catalog Number	: 3QCNCAA30400N0XF,171QC
Service Voltage / Hz	: 277V-480V/50-60Hz	Optional Accessories	: 171QC
Bypass Isolation	: Not Applicable	Product Description	: Input Panel,Type 3R(F),277V-480V,0400A,3P+N+G, 600V MAX,CC: BRN,ORG,YEL,WHT,GRN
No. of Switched Poles	: 3	Neutral Configuration	: Solid [A]
Short Circuit Rating:	: 10K RMS Symmetrical Amps,600VAC Max.	No. of Cables & Lug Size	: 1, #2 AWG to 600MCM
Other Ratings May Apply. Contact ASCO For Details.			
Enclosure	: 3R(F)-UL Type 3R Enclosure (See Disclaimer 3)	Ground	: 100% Ground
Extended Warranty	: Not Included (Years - Cost)	Markings	:

#	Accessory Code	Description
1	171QC	Accessory 171QC will add the following features to ASCO 3QC Panels 400/800 Amp Wall Mount Units • Phase Rotation Monitor & fuses • Engine Start Terminal Post • Provisions for Trap/Kirk key Interlock 1200/1600 Amp Floor Mount Units • Phase Rotation Monitor & fuses • Engine Start Terminal Post • Provisions for Trap/Kirk key Interlock • C Enclosure for Bottom Cable Entry



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Date: May 12, 2023

Page: 3 of 6

#1	Model: 4500 OUTDOOR RESISTIVE LOAD BANK
Quantity:	1
Catalog Number:	45000500HAB1A10X,R1A,R4
Load Bank Rating:	500 kW
Load Step Resolution:	5 kW
Load Voltage:	480 VAC, 3 Phase
Frequency:	60Hz
Cooling System:	An integrally mounted blower motor with direct drive fan provides the necessary cooling air. The blower is factory wired to the load bus.
Operator Controls:	Manual Toggle Switch Control Panel. Load selection is provided by individual industrial lever-type toggle switches for on/off application of load segments, one provided for each load step.
Control Power:	An integral control power transformer is provided for control circuit operation.
Certification:	UL/cUL
Extended Warranty:	Not Included
Packaged Weight :	1265 lbs (573.79 kg)
Dimensions:	59 in. X 79 in. X 61 in. (149.86 cm X 200.66 cm X 154.94 cm)

#

ACCESSORY DESCRIPTIONS

Accessory Code Description

1 R1A NEMA 4 Type REMOTE Control Panel Enclosure

2 R4 Automatic Load Control (ALC). Automatically adjusts load bank to maintain a minimum load. Includes loose current transformer.

Accessories and/or modifications

Initial fill of coolant and lube oil

(1 set) Operation & Maintenance manuals (electronic copy) * (additional sets, at additional cost)

Factory standard warranty - 2 years from startup service

QPS field work

Basic Demonstration – [included at no charge, if provided during the time of startup].

** See adder price below for a separate training session**

Not included

Sales tax

Air, building or construct permits

Offloading/crane service of equipment off delivery truck

Installation, wiring, piping, plumbing or anchoring of equipment

Diesel fuel, initial fill or for testing

Optional adders



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Date: May 12, 2023

Page: 4 of 6

Availability:

Submittals: Estimated (8+ Weeks) on receipt and approval of purchase order. (1 electronic copy) Submittal approval is expected not exceed 60 days, additional time may impacted delivery schedule and equipment price increases.

Equipment: Estimated (52-54 Weeks) for factory build time after submittal approval. Subject to change at time of order.

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. single line drawing E5.1 (dated 4/7/2023) provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.
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EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.



QUOTATION

NO. 230201

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Date: May 12, 2023

Page: 5 of 6

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filing Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.



QUOTATION

NO. 230201

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(562) 463-6000 Fax: (562) 463-7156

Date: May 12, 2023

Page: 6 of 6

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By: **Cameron Early**

Quinn Power Systems

Phone: **949 395 1127**



5500 E. La Palma Ave
Anaheim, CA 92807
Phone: 888.970.0007
Fax: 800.784.8318
www.powerplus.com

May 10, 2023

AEPC Group
Attn: Aleksei Isen
15865 Soledad Canyon Road #210
Santa Clarita, CA 91351

Re: 200kw Portable Generator and 500kw load bank Quote # 2824

Good Day Aleksei,

We are pleased to provide you formal pricing per your request.

I would like to arrange a time when can review this quotation together and fully explain the **PowerPlus** solution. As you read through the quotation, we ask that you review the application scopes of work and verify that we have adequately addressed your requirements.

As an integrator of critical-power service we feel it is important for you to understand what the capabilities of your selected service provider are.

At **PowerPlus** we provide:

- National turnkey generator installations
 - Design
 - Engineering
 - Site Work & Installation for Back-Up Power Systems
 - Generator Commissioning
- Equipment Procurement – New or Used
- End of life analysis program

In addition, once your units are installed **PowerPlus** provides:

- Nationwide generator service coverage
- 24/7/365 response availability
- Experienced “brand agnostic” technicians trained in multi-vendor service
- Robust back-office insures timely communication, scheduling, billing, and reports
- Nationwide portable generator rental and emergency deployment

We believe as you evaluate our proposal you will find that we can support your critical-power needs with an integrated service offering unmatched in the industry. I welcome any questions or clarification you may have regarding this proposal or any additional products or services we can offer you. Thank you for your time and consideration.



5500 E. La Palma Ave
 Anaheim, CA 92807
 Phone: 888.970.0007
 Fax: 800.784.8318
 www.powerplus.com

Part Number / Description	Lead time	Quantity	Total
XL500GS 480/277 dual voltage resistive load bank		1	\$34,500.00
Nema 3R outdoor kit includes rigig louver and control panel cover		1	\$1,240.00
Solid louver cover for transportation and storage set		1	\$1,167.50
(3) Electric reels		1	\$15,069.25
Reel enclosure		1	\$4,649.25
12' Dot certified trailer W/ job box		1	\$17,333.50
	44-46 weeks ARO		
Load Bank Equipment total		1	\$73,959.50
QAS 250kva 200kw portable generator on trailer		1	\$175,807.50
Please see spec sheet for equipment details			
	In stock		
Portable Generator Equipment total		1	\$175,807.50

.....
 Regards,

Chris Riggs

Chris Riggs
 Business Development
 C: 951.496.6187
criggs@powerplus.com

.....
NOTES:

- All pricing is in United States Dollars
- Sales tax not included
- Freight to site not included
- Offloading by others
- Manufacturers' standard warranty included (where applicable).
- Service and Maintenance Contracts available at additional cost please see sales representative for details and pricing.

If applicable, labor costs will be billed with NET 30-day payment terms. Quoted prices include OEM packaging and any OEM provided literature. Additional requests for testing, packaging, additional instructional literature, parts, provisioning lists, or prints are not included, and prices will be quoted separately.

***** This quotation is valid for 30 days. *****

TERMS AND CONDITIONS OF PURCHASE

Note: All KW and KVA ratings are based upon sea-level elevation conditions; **PowerPlus** is not responsible for sizing of generator without engineered drawings provided.

Specifications – This quote is based on our understanding of your specifications which are documented in our records. These specifications are subject to approval by local jurisdictions and may or may not meet all jobsite requirements.



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Anaheim, CA 92807
Phone: 888.970.0007
Fax: 800.784.8318
www.powerplus.com

Credit – Credit is subject to **PowerPlus** approval in its sole discretion. This quote in no way constitutes approval of credit.

Generator Purchases – Payment terms: 50% Deposit due prior to equipment order with balance due upon notice of ready for shipment notification from factory.

Services and Parts – Payment terms: NET 30 days from invoice date. Above payment terms subject to all of the Credit Terms contained in our Credit Application and this document (1 ½% per month will be charged on past-due accounts). Construction and building materials to be progress billed monthly based upon percentage of completed work until final. All residual and/or retained monies shall be released upon final inspection (jurisdictional) signatures.

Partial shipments will be invoiced proportional to total quoted price, payable 30 days after shipment.

Note: If your job conditions or schedule result in partial or incomplete shipment of products and equipment provided by **PowerPlus**, you will be invoiced according to the dollar value of shipped items. These invoices then become due and payable 30 days after shipment and not when the job is completed.

All purchase orders must reference our quotation and be acknowledged in writing by **PowerPlus** to be deemed accepted.

Purchase orders which are issued with a hold-for-release date are subject to re-evaluation at time of release.

Unless mutually agreed upon in writing, **PowerPlus** will not accept purchase orders which:

- a) Specify delivery dates that are not subject to manufacturer's lead times
- b) Contain penalty clauses or liquidated damage clauses
- c) Require **PowerPlus** to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless **PowerPlus**
- d) Require **PowerPlus** to pay any and all legal expenses for the purchaser in the event of a dispute
- e) Require **PowerPlus** to be responsible for system design work and/or guarantee performance standard for system will be met
- f) Require completion and acceptance of project by the owner before payment

Start and Test may be invoiced separately at your request but it is subject to **PowerPlus** partial invoicing policy.

Storage fees may be assessed if your job site is not able to accept delivery on the requested date.

Validity of the Quote: This quote is valid for 30 days following the quote date. This quote may be modified and/or rescinded by **PowerPlus** at its sole discretion unless and until accepted on or before the quote date.

Availability: Subject to manufacturer lead-times.

Note: The Terms and Conditions of this quotation govern over any conflict between this quotation and customer's purchase order or other document, made either prior or subsequent to this quotation.

Thank you for this opportunity to quote. Please call if we may answer any questions, or be of further service.

EXTENDED TERMS

PowerPlus limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is assumed to be supplied by others. We have detailed the equipment proposed in the bill of material. Please check it to be certain



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that it meets your requirements. We reserve the right to correct any errors or omissions. Standard warranty of the manufacturer applies. Copies are available from the manufacturer upon request. Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on **PowerPlus**, unless accepted and confirmed in writing by an officer of **PowerPlus**.

The following charges may be assessed for cancellation of any generator or equipment order:

- A. 25% of total order price if cancelled after we have provided submittals but prior to release for manufacturing.
- B. 100% of total order price if cancelled after release for manufacturing or if the equipment is already on order with the Original Equipment Manufacturer.

If balance of equipment purchase is not paid by scheduled ship date, **PowerPlus** reserves the right to charge storage fees and any additional shipping costs incurred.

If no resolution for final payment is made within 15 days of scheduled ship date, the customer will forfeit their deposit and the equipment unless accepted and confirmed in writing by an Officer of **PowerPlus**.

There will be a 25% cancellation fee for any part orders cancelled, once placed and accepted by **PowerPlus**, if parts are deemed to be returnable. If parts are deemed to be nonreturnable 100% total of order will apply. The **PowerPlus** standard and extended terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by **PowerPlus** in order to process your order. **PowerPlus** will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by **PowerPlus**.

This quote (#2824) is accepted by:

(Company name)

(Date)

(Signature)

(Print name)

(Purchase order number)

QAS 250-330 JD T4F

Mobile Generator



Standard Scope of Supply

The Atlas Copco **QAS 250 & QAS 330 JD T4F** generators are prime power, multi-voltage, sound attenuated, mobile generators. They are powered by a JD T4 Final liquid-cooled, six-cylinder diesel engine.

The units consist of an alternator, diesel engine, cooling system, electrical distribution and control systems - all enclosed within a sound attenuated enclosure fabricated from powder coated steel.

A broad range of undercarriage formats and options are available.

Special attention has been given to the overall product quality, user friendliness, ease of serviceability, and economical operation to ensure best in class total cost of ownership.

Available Models

QAS 250 JD	250kVA prime power – JD engine
QAS 330 JD	330kVA prime power – JD engine

Standard Features

- Compact, sound attenuated, corrosion resistant, with single point lifting and 110% fluid containment
- Dual axle trailer as standard, available as a skid mounted unit with forklift pockets as an option
- Heavy Duty alternator with AREP excitation and marine grade protection
- Single side service with long run filters and 500-hour service intervals
- John Deere 6090HFG06 T4F engine
- Identical enclosures and maintenance points between models
- Emergency Stop
- Remote signal Start / Stop

Benefits

- Extremely durable and environmentally sensitive, designed to be used for everything from the oil field to special event power
- Versatility, giving you the flexibility to match your machine to the correct application
- Start-up power for the most demanding sites with 300% over load starting capabilities
- Heavy duty oil, air and fuel filters extend the maintenance interval to 500 hours for reduced total cost of ownership
- Proven engine platform with high reliability and durability
- Reduces stock of service kits and inventory of parts with rental ROI kept in mind
- External, recessed emergency stop for increased safety
- Allows connection as a critical back-up unit via a 2-wire dry contact connection in the distribution panel

Technical Data¹

Generator	Units	QAS 250 JD	QAS 330 JD
Rated Prime Power 3∅ @ 480V 60Hz	kW/kVA	200/250	264/330
Rated Standby Power 3∅	kW/kVA	220/275	290/363
3∅ Power Factor		0.8	
3∅ Voltage in 480V Switch Position (series star w/neutral)	V	480Y/277	
Amp Capacity @ 480V/60Hz	A	301	397
3∅ Voltage in 240-208V Switch Position (parallel star w/neutral)	V	240YY/139 - 208YY/120	
Amp Capacity @ 240V/60Hz	A	600	794
Amp Capacity @ 208V/60Hz	A	600	800
3∅ Voltage in 400V Switch Position (series star w/neutral)	V	240YY/139 - 208YY/120	
Rated Prime Power @ 400V/50Hz	kW/kVA	160/200	200/250
Amp Capacity @ 400V/50Hz	A	361	404
Rated Prime Power 1∅ @ 240V 60Hz	kW/kVA	132/132	198/198
1∅ Power Factor		1.0	
1∅ Voltage in 120-240V Switch Position (zig-zag)	V	120-240	
Amp Capacity @ 240V	A	600	800
Amp Capacity @ 120V	A	2 X 600	2 X 800
Performance Class (acc. ISO 8528-5:1993)		G2	G2
Single Step Load Acceptance (0-PRP) @60Hz	kW %	159-79%	164-62%
Alternator (4 pole, 12 wire)	Leroy Somer	LSA 46.2 L6	LSA 46.2 L9
Excitation		AREP	
Automatic Voltage Regulator (+/- 0.5%)	Leroy Somer	R450	
Insulation		Class H	
Frequency	Hz	50/60	
Main Breaker – Shunt Trip	A	800	1000
Power Distribution – Terminal Board		5 Wire (L1,L2,L3,N,GND)	
Terminal Board Connectors		Bare Wire Terminals	
Maximum Terminal Cable Size		350MCM	
Convenience Receptacles ²		2x NEMA 5-20R 2x 125/250V 50A	

Engine	Units	QAS 250 JD	QAS 330 JD
Model	John Deere	6090HFG06	
US EPA Tier		T4F	
Displacement	L	9.0	
Cylinders	#	6	
Continuous Engine Power Output (@ 1800 RPM)	HP (kW)	290 (216)	399 (298)
Rated Speed	RPM	1800	
Engine Control		ECU	
Aspiration		Turbocharged	
Engine Oil Capacity ³	US Gal (L)	10.6 (40)	
Engine Coolant Capacity	US Gal (L)	13.6 (51)	
Maximum Ambient Temperature (at Sea Level) ⁴	°F (°C)	122 (50)	
Minimum Starting Temperature (without Cold Weather Options)	°F (°C)	14 (-10)	
Minimum Starting Temperature (with Cold Weather Kit) ⁵	°F (°C)	-4 (-20)	
Electrical System (negative ground)	V	24	
Engine Alternator Output	A	60	
Battery Capacity (Cold Cranking Amps)	A	1100 X 2	
Sound Pressure Level @23' (7m) @75% load ⁶	dB(A)	73	

Fuel System	Units	QAS 250 JD	QAS 330 JD
Fuel Consumption @ 0% Load	US Gal/hr (L/hr)	2.71 (10.2)	3.05 (11.5)
Fuel Consumption @ 50% Load	US Gal/hr (L/hr)	7.11 (26.8)	9.48 (35.9)
Fuel Consumption @ 75% Load	US Gal/hr (L/hr)	10.16 (38.4)	13.55 (51.3)
Fuel Consumption @ 100% Load ⁹	US Gal/hr (L/hr)	14.23 (53.9)	18.29 (69.2)
Fuel Type ⁷		Diesel	
Fuel Tank Capacity	US Gal (L)	385 (1457)	
Fuel Autonomy @ 75% Load ⁸	Hr	34.1	25.6
DEF Tank Capacity	US Gal (L)	25 (94.6)	

¹ All ratings are at a reference condition of 0' altitude and 20°C (68°F)

² Please see receptacle voltage configuration in Power Distribution section

³ Engine oil to meet CJ-4 (low ash oil)

⁴ Please see "Performance @ Altitude and High Ambient Conditions" for altitude and temperature calculations

⁵ Cold start option comes with OW40 synthetic engine oil

⁶ Measured in accordance with ISO 2151 under free field conditions @ 7m distance

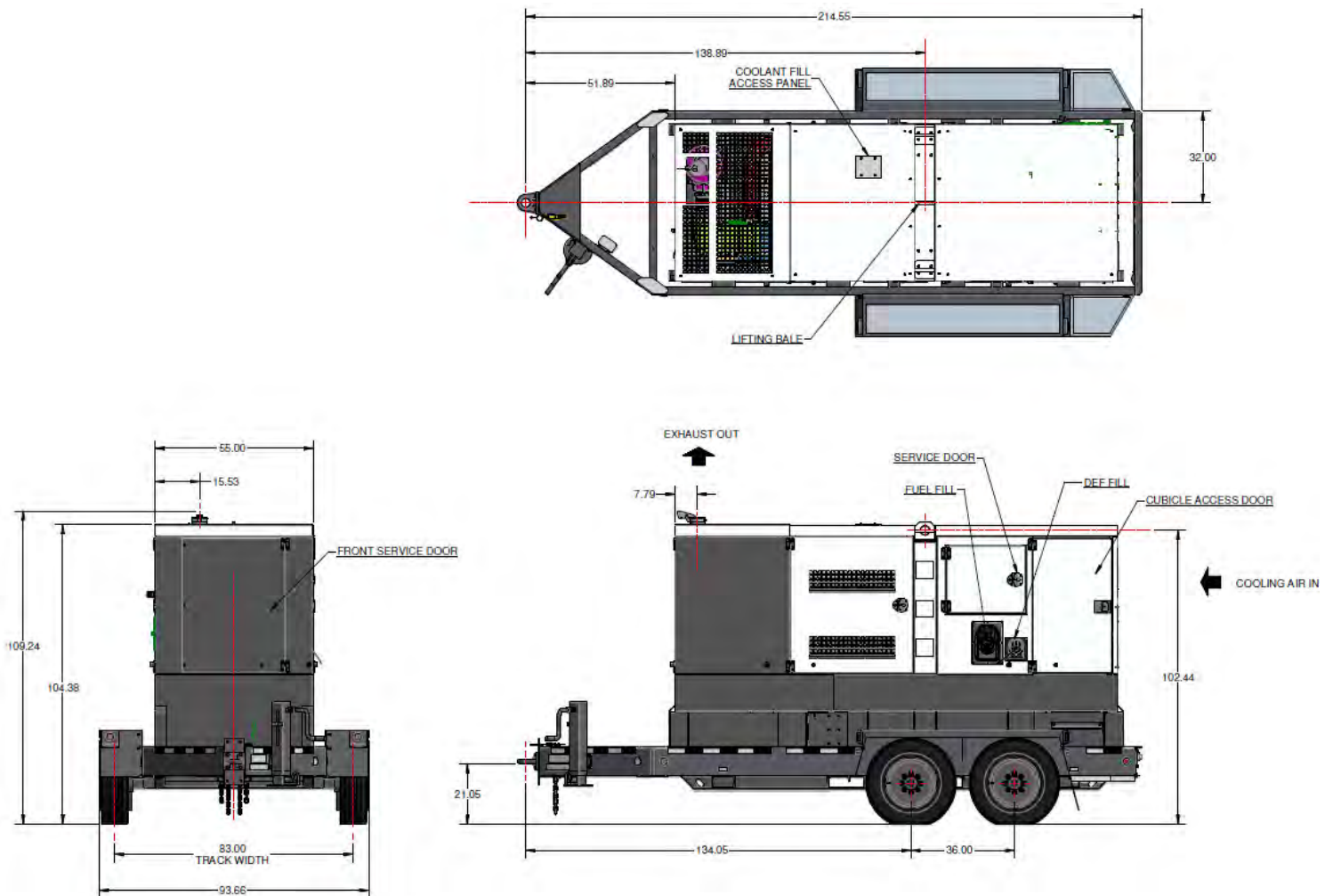
⁷ Engine and emissions require the use of Ultra Low Sulfur Diesel in accordance to ASTM-D975 Grade No. 1-D S15 & No.2-D S15

⁸ Based on 90% volume of fuel tank

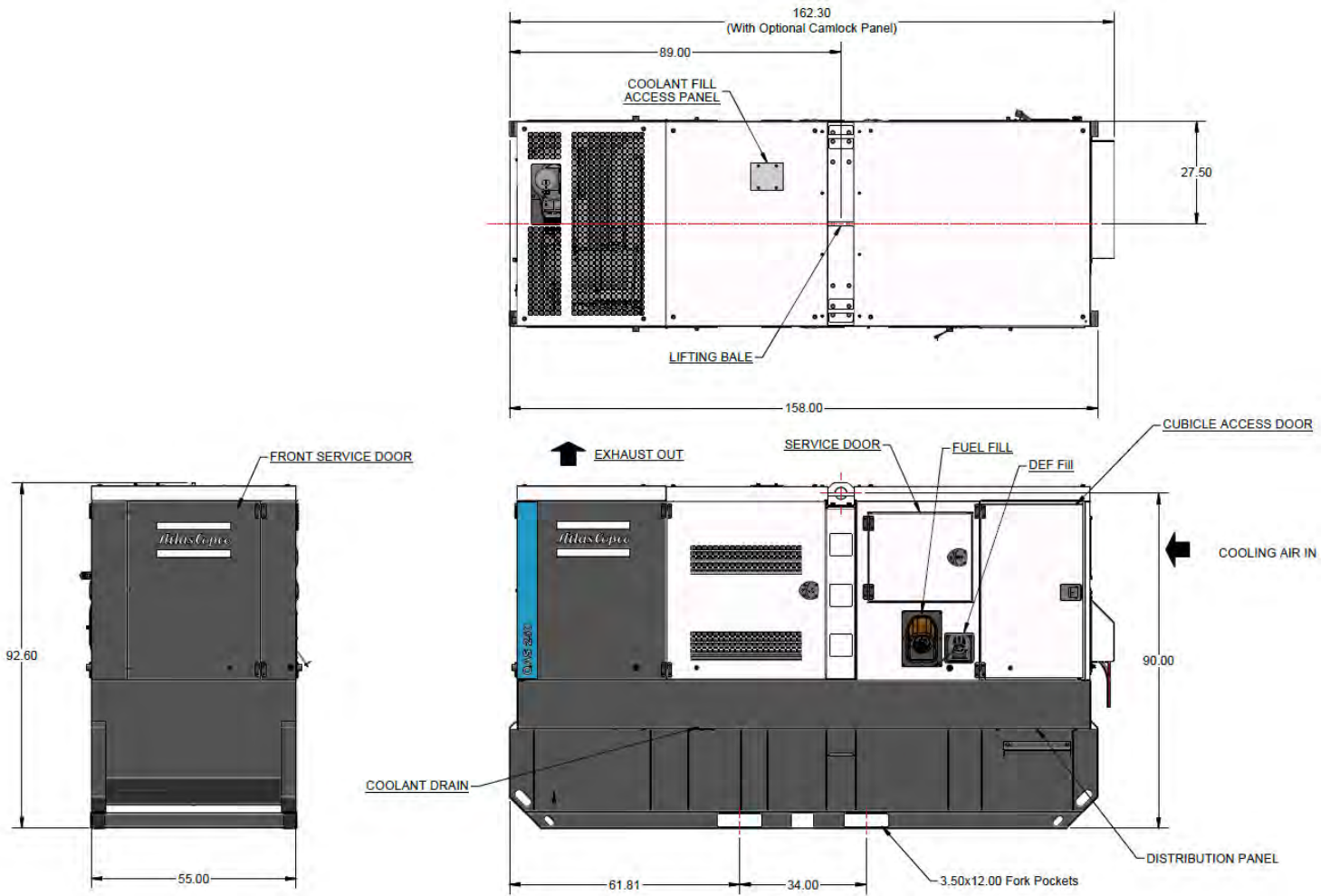
⁹ Only at 60 Hz

Dimensions

Trailer Mounted



Skid Mounted



Weight - Wet (ready to operate)

Trailer Mounted
Skid Mounted

Units

lbs (Kg)
lbs (Kg)

QAS250 JD

14,175 (6,430)
11,870 (5,384)

QAS330 JD

14,355 (6,511)
12,050 (5,466)

Dimensions

Trailer Mounted (L x W x H)
Skid Mounted (L x W x H)

Inches
Inches

218 x 94 x 109
158 x 55 x 93

Principle Data

Alternator

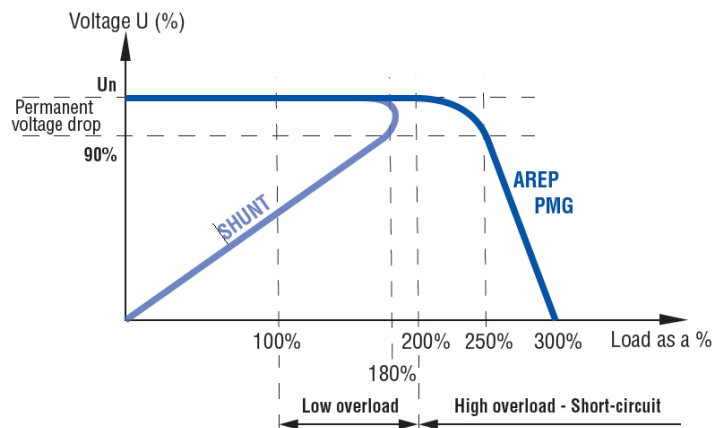
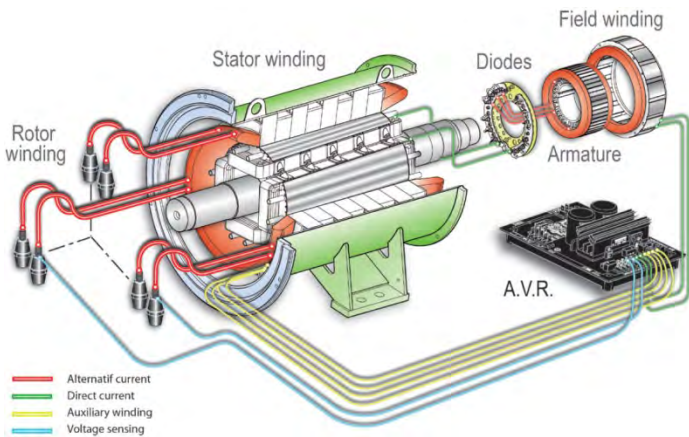
The Leroy Somer LSA alternators are designed for heavy duty continuous applications, with marine winding protection and Leroy Somer's AREP excitation system.

- AREP Excitation for superior motor starting capabilities
- Marine grade (relative humidity >95%) protection
- External multi-voltage selector switch (3 – position)
- 4 pole brushless design with single bearing, Class H insulation and IP23 rating
- Voltage regulation +/- 0.5%
- Full Load acceptance of prime power rating

The AREP system uses 2 independent auxiliary windings located in the main stator to send supply voltage to the AVR:

- The voltage delivered by the first auxiliary winding H1 is proportional to the alternator output voltage (shunt characteristic).
- The voltage delivered by the second auxiliary winding H3 is proportional to the current drawn by the alternator and is a function of the applied load (compound characteristic – booster effect).
- The resulting phase-to-phase voltage supplies power to the AVR.

This power supply to the AVR power circuit is independent of the voltage sensing measured on the alternator output terminals. Therefore, the excitation current delivered by the AVR to the alternator exciter is independent of any voltage distortions (harmonics) due to the load. The AREP system gives the alternator a high overload capacity (load impact or starting electric motors) and a short-circuit capability (300% - 10 s) in order to provide discriminating protection: the alternator with AREP excitation is shorter than the one with PMG excitation. It is particularly suitable for demanding applications.



Performance @ Altitude and High Ambient Conditions

When using at altitude and high ambient conditions the engine and alternator will de-rate as per chart below.






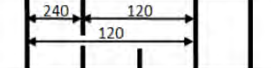


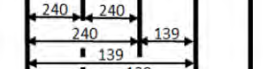


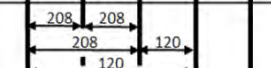


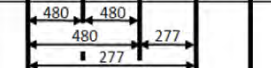


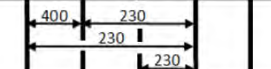
		Temperature °C (°F)											
		0 (32)	5 (41)	10 (50)	15 (59)	20 (68)	25 (77)	30 (86)	35 (95)	40 (104)	45 (113)	50 (122)	
Height m (ft)	0	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%	90%
	500 (1640)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%	90%
	1000 (3280)	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	95%	90%
	1500 (4921)	100%	100%	100%	100%	100%	100%	95%	95%	95%	90%	90%	90%
	2000 (6561)	100%	100%	100%	100%	100%	100%	90%	90%	90%	85%	85%	85%
	2500 (8202)	95%	95%	95%	95%	95%	95%	85%	85%	85%	80%	80%	75%
	3000 (9842)	95%	95%	95%	95%	95%	95%	85%	85%	85%	80%	80%	75%
	3500 (11482)	90%	90%	90%	90%	90%	90%	75%	75%	75%	75%	75%	70%
	4000 (13123)	90%	90%	90%	90%	90%	90%	75%	75%	75%	75%	75%	70%
	4500 (14764)	85%	85%	85%	85%	85%	85%	70%	70%	70%	70%	65%	65%
5000 (16404)	80%	80%	80%	80%	80%	80%	70%	70%	70%	70%	65%	65%	

Power Distribution

The main power is connected from the alternator through a 4-position voltage selector switch to the main power cubicle. The cubicle incorporates all power distribution, controls, sensing and protection devices.

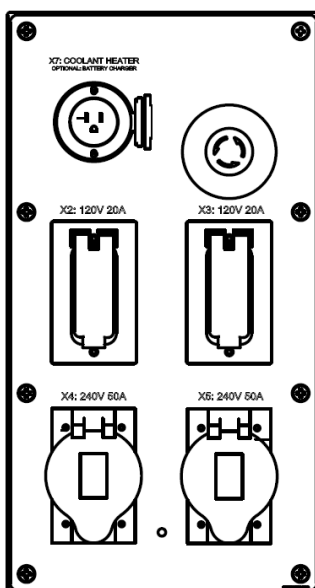
- ✓ 4 position Voltage Selector Switch (VSS)
- ✓ Current transformer x 3 (1 each leg)
- ✓ Single main breaker w/shunt trip
- ✓ Individual breakers for each receptacle
- ✓ Convenience receptacles located on outside of unit for easy access
- ✓ Terminal board for hard wiring
- ✓ Cam-Lock external quick connect (available as option)
- ✓ External emergency stop switch (recessed)
- ✓ Neutral bonded to Ground with a removable bonding link accessible in the control cubicle

Please refer to the chart below for power distribution and voltages. NOTE: All voltages below are subject to change, depending on set point of "Fine Voltage Adjustment" potentiometer and Voltage Selector Switch.

		120V Receptacle NEMA 20-5R	125/250V Receptacle CS6364	Terminal Board
Fine Voltage Adjustment ↓	Voltage Selector Switch Position ↓			
	 240/120V 1Ø 60hz	120V	240/120V	
	 240/208V 3Ø 60hz	139V	240/139V	
	 240/208V 3Ø 60hz	120V	208/120V	
	 480V 3Ø 60hz	139V	240/139V	
	 400V 3Ø 50hz			

- All voltages are adjustable with the "Fine Voltage Adjustment" potentiometer located on the control panel. Therefore, voltage may be different then what is shown in the above table. All voltages should be verified before connection to the unit.

Convenience Receptacles



Receptacle	Type
X2, X3	120V - NEMA 5-20R
X4, X5	125/250V - CS6364
X7	120V - NEMA 5-15P

Controller - Standard

The QAS 250 and QAS 330 come equipped with a DeepSea 7310 control module. This is a fully diagnostic ECU controller with large 3" display, that is intuitive and easy to operate with all functions conveniently at your fingertips. The controller also manages the engine ECU operating system, and a number of safety warnings and shut downs on various parameters (listed below).

The controller is powered by a main On/Off switch located next to unit.

DeepSea 7310 Controller Functionality:

Home Page (displayed while running, scrolling every 3seconds)

- ✓ Generator voltage (ph-ph)

Status Page

- ✓ Generator voltage (ph-N)
- ✓ Generator voltage (ph-ph)
- ✓ Generator frequency
- ✓ Generator kw
- ✓ Generator power factor
- ✓ Generator amperage

Generator Page

- ✓ Generator current (A)
- ✓ Generator earth current
- ✓ Generator load (kw)
- ✓ Generator load (kVA)
- ✓ Generator power factor
- ✓ Generator load (kVAr)
- ✓ Generator load (kWh, kVAh, kVArh)
- ✓ Generator phase sequence
- ✓ Dual mutual status

Event Page

- ✓ Displays the last 15 events

Remote Start/Stop

- ✓ Automatic start/stop via 2 wire dry contact connection

Operational Buttons

- ✓ Start button
- ✓ Stop button
- ✓ Automatic mode (external remote start)
- ✓ Up/Down arrows

Info Page

- ✓ Model number
- ✓ USB identification number
- ✓ Configured engine type
- ✓ Module's date and time
- ✓ Scheduler setting

Engine Page

- ✓ Engine speed
- ✓ Oil pressure
- ✓ Coolant temperature
- ✓ Engine battery volts
- ✓ Run Time
- ✓ Oil Temperature
- ✓ Fuel Temperature
- ✓ Turbo Pressure
- ✓ Fuel Pressure
- ✓ Fuel Consumption
- ✓ Fuel Used
- ✓ Fuel Level
- ✓ Auxiliary Sensors
- ✓ Engine Maintenance Due
- ✓ Engine ECU Link

Engine DTC Page

- ✓ This page contains any active Diagnostic Trouble Codes that the engine ECU is currently generating. These alarms are conditions detected by the engine ECU and displayed on the DSE controller.



Controller - Optional

The QAS 250 and QAS 330 are also available with a Qc 4003 controller with a capacitive touch screen. This is a fully diagnostic ECU controller with large 7" diagonal (800 x 480 pixel) touch screen display that is intuitive and easy to operate with all functions conveniently at your fingertips. The controller also manages the engine ECU operating system, and a number of safety warnings and shut downs on various parameters.

Additionally, our Power Management System (PMS) enables the optimization of fuel consumption and expands the generator lifetime. PMS manages the quantity of generators running in parallel with load demand, starting and stopping units in line with increases or decreases in load. This ensures the demand on each generator remains at a level which optimizes fuel consumption. This also eliminates the need for generators to run with low load levels, which can cause engine damage and shorten the life expectancy of the equipment.

Qc 4003 Controller Benefits:

Modular Plant Capacity

- ✓ The Qc 4003 controller allows up to 32 generators to be coupled in parallel to fit the power requirement of any application.

Remote communication capability

- ✓ The Qc 4003 supports serial communication protocols including Modbus (RS-485, USB, and TCP/IP) and Profibus allowing you to supervise and control your genset/plant remotely.

User friendly rental interface

- ✓ Rental companies will benefit from the standardized user interfaces. The controller has been designed with ease of operation in mind, and rental companies can easily set and lock parameters to ensure full protection of their equipment.

Available Modes:

- ✓ **Island mode** - Power plant with synchronizing generators or a stand-alone generator. Also applicable in critical power plants.
- ✓ **Automatic Mains Failure** - Critical power/emergency standby plants, black start generator.
- ✓ **Fixed power** - Power plant with fixed kW set point (including building load).
- ✓ **Peak shaving** - Power plant where generator supplies peak load demand paralleled to the mains.
- ✓ **Load takeover** - Plant mode where the load is moved from mains to generator, for example peak demand periods or periods with risk of power outages.
- ✓ **Mains power export** - Power plant with fixed kW set point (excluding building load).
- ✓ **Remote maintenance** - Used when the generator must supply the load while a distribution transformer is disconnected for service.

* All modes are configurable, and it is possible to change the plant mode on the fly both in single and in power management applications.



Engine

John Deere

JD Tier 4 Final, turbo charged, intercooled, six-cylinder, liquid-cooled diesel engine provides ample power to operate the generator continuously at full-load.

Meets all US EPA, CARB and Environment Canada exhaust legislations with Tier 4 Final compliance. The engine utilizes a Selective Catalytic Reduction (SCR) and Diesel Exhaust Fluid (DEF) to meet final Tier 4 emissions. All functionality of the engine is controlled automatically on the controller.

The engine has the capability to start the generator at 14°F (-10°C) with standard glow-plug aid. Cold start options are available for machine starting for down to -13°F (-25°C).

The 385 Gal (1457L) fuel tank is sufficiently sized to operate the unit at full-load condition for long run times (see the *Technical Data* table for specifications).

The engine operates on a 24V negative ground electrical system with a charging alternator and lockable battery cutoff switch.

The cooling system is suitably designed for continuous operation in ambient conditions up to 122°F (50°C), with canopy door closed.

Fuel System

A large 385 US Gal (1457L) fuel tank provides safe diesel storage while eliminating tank corrosion contaminants from being introduced to your fuel system. With integrated fuel water separator and filter, the system is designed to help maintain clean and trouble-free diesel supply to the engine for reliable trouble-free operation.

- ✓ Pad-lockable diesel fill cap
- ✓ Fuel / Water separator
- ✓ Inline priming pump (w/ filter)
- ✓ Fuel pre-filter
- ✓ Fuel supply pump (w/ strainer)
- ✓ Fuel level sensor
- ✓ Low fuel shut down feature (programmable level)

Scheduled maintenance

Standard equipped with filters sized and designed to allow 500-hour service intervals under normal operating conditions. Extended time between services reduces down time and total cost of ownership of the unit over its lifetime.

- | | |
|---|--|
| <ul style="list-style-type: none"> • 500 Hour Service Interval: <ul style="list-style-type: none"> ✓ Oil filter ✓ Fuel filter ✓ Fuel / water separator | <ul style="list-style-type: none"> • 1000 Hour Service Interval: <ul style="list-style-type: none"> ✓ Air filter ✓ Oil filter ✓ Fuel filter ✓ Fuel / water separator |
|---|--|

NOTE: Site specific operating conditions such as; poor fuel quality and low load profile may require more frequent service intervals.

Enclosure & Frame

The generator enclosure is designed for extreme applications to provide superior performance and reliability.

The enclosure is fabricated from coated steel which is powder coated for corrosion resistance. The enclosure and frame are fully sealed from the radiator to the back of the unit, providing a true 110% containment of all fluids.

- ✓ Zink rich primer, powder coated enclosure
- ✓ Heavy duty base frame
- ✓ 110% fluid containment
- ✓ Superior level of rain ingress protection and design features
- ✓ Pad-lockable doors and fuel cap
- ✓ Engine fluid plumbed to exterior of frame for ease of service
- ✓ Central lifting point
- ✓ Sound dampening material and design to allow quiet operation at 73 dB(A)

Undercarriage

The QAS 250 and QAS 330 are available with two undercarriage alternatives, providing utmost flexibility in installation, site handling or towing. Both the skid frame and the trailer mount the same way and can be interchanged for versatility.

- Trailer mounted:
 - ✓ Tandem axle trailer
 - ✓ Available with hydraulic or electric brakes
 - ✓ DOT/Federal MVSS 49CFR571 approved light package and 6 pin plug
 - ✓ Adjustable height pintle hitch (3" lunette)
 - ✓ 16" Rims w/ ST235/80R16 Tires for trailer use
 - ✓ Heavy Duty torsion axles
 - ✓ Safety chains
 - ✓ Screw jack leveling, with pad foot
 - ✓ Single point lifting structure
 - ✓ Tie down points x4
- Skid mounted:
 - ✓ Sub-frame skid with integrated forklift pockets
 - ✓ Heavy duty design for use in extreme conditions
 - ✓ Built-in locations for straps or chains to secure the unit for transport
 - ✓ Single point lifting structure

Factory Options Available

- Qc4003 paralleling controller with PMS(Power Management System)
- Skid mounted
- Cold Weather Kit
- Battery charger
- Spare tire
- Stabilizer jacks
- Toolbox
- External fuel connections w/ 3 way valve and quick disconnects
- CSA Kit

Manufacturing & Environmental Standards

The **QAS 250 and QAS 330 JD T4F** are manufactured following stringent ISO 9001 regulations, and by a fully implemented Environmental Management System fulfilling ISO 14001 requirements.

Attention has been given to ensure minimum negative impact to the environment.

The **QAS 250 and QAS 330 JD T4F** meets all current US EPA, CARB and Environment Canada exhaust and noise emission directives.

Supplied Documentation

The unit is delivered with documentation regarding:

- Hard copies of the Atlas Copco Operators Safety and Instruction Manual, Atlas Copco Parts Book, JD Engine Manual and Parts book, in English as well as electronic copies available on request.
- Warranty Registration card for engine and Atlas Copco Generators (Units must be registered upon receipt).

Warranty Coverage

Atlas Copco Generator: Warrantied to be free from defects with regard to material and workmanship for the period of eighteen (18) months from date of shipment from the factory, or twelve (12) months from date of initial startup, whichever occurs first, without limitation of running hours.

John Deere Engine: John Deere Diesel engines are warrantied to be free from defects with regard to materials and workmanship for the period of twelve (12) months without limitations in running hours, or twenty-four (24) months prior to the accumulation of 2,000 hours from the date of invoicing from Atlas Copco.

Leroy Somer Alternator: Warrantied to be free from defects with regard to material and workmanship for the period of twenty-seven (27) months from date of shipment from the factory, or twenty four (24) months from date of initial startup or 10,000 hours, whichever occurs first.

BRANCH H45
9606 FIRESTONE BLVD
DOWNEY CA 90241-5508
562-861-0978
562-861-4489 FAX

219168583

Job Site

CITY OF LOMITA
26255 APPIAN WAY
LOMITA CA 90717

Office: 949-224-1590 Cell: 214-415-6556

Customer # : 6356440
Quote Date : 05/03/23
Estimated Out : 09/01/23 09:00 AM
Estimated In : 02/02/24 09:00 AM
UR Job Loc : 26255 APPIAN WAY, LO
UR Job # : 2
Customer Job ID:
P.O. # : TBD
Ordered By : LENZI HITE
Written By : RANDY BAKER
Salesperson : RANDY BAKER

AEPC GROUP
15865 SOLEDAD CANYON RD.
UNIT 120
SANTA CLARITA CA 91351

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
-----	-----------	-------------	---------	-----	------	--------	----------------

1	2403303	GENERATOR 250-299 KVA TIER 4		1,645.00	1,825.00	4,700.00	27,150.00

* RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS *							
* OTHERWISE STATED *							
* SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS *							
* DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS *							
* TRIPLE SHIFT = UNLIMITED USAGE *							
* ** DOUBLE SHIFT IS 1.5 X SINGLE RATE ** *							
* ** TRIPLE SHIFT IS 2 X SINGLE RATE ** *							

* TO AVOID FUEL CHARGES THE UNIT MUST BE RETURNED WITH THE SAME *							
* LEVEL OF FUEL IT HAD AT THE START OF THE RENTAL. YOU MAY OPT *							
* FOR THE CONVENIENCE OF URI TO ARRANGE ONSITE FUELING SERVICES *							
* AND INVOICE UPON YOUR REQUEST. *							

PRICING LISTED IS FOR SINGLE SHIFT
USAGE. CUSTOMER WILL BE BILLED FOR A
PREVENTIVE MAINTENANCE SERVICE CHARGE
FOR EVERY 500 HOURS USED.
SINGLE SHIFT = 8HR/DAY OR 40 HR/WEEK
DOUBLE SHIFT = 16HR/DAY OR 80 HR/WEEK
TRIPLE SHIFT = UNLIMITED USAGE
DOUBLE SHIFT RATES ARE 1.5 TIMES SINGLE
TRIPLE SHIFT RATES ARE 2 TIMES SINGLE
277/480 VOLTS - 300 AMPS

15	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		30.00	34.00	90.00	7,770.00
		(1) 100 FOOT CABLE RUN					
		(1) 50 FOOT CABLE RUN					
10	241/5970	CABLE TAIL 4/0 MCAM BARE END		7.00	8.00	24.00	1,360.00

Rental Subtotal: 36,280.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI] 272.100	EACH	272.10
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 543.000	EACH	543.00
1	DELIVERY CHARGE	570.000	EACH	570.00
1	PICKUP CHARGE	570.000	EACH	570.00

Sales/Misc Subtotal: 1,955.10

Agreement Subtotal: 38,235.10

Rental Protection: 5,442.00

Tax: 3,860.69

Estimated Total: 47,537.79

COMMENTS/NOTES:

CONTINUED

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



POWER & HVAC

BRANCH H45
9606 FIRESTONE BLVD
DOWNEY CA 90241-5508
562-861-0978
562-861-4489 FAX

RENTAL QUOTE

219168583

Job Site

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Salesperson	: RANDY BAKER

AEPC GROUP
15865 SOLEDAD CANYON RD.
UNIT 120
SANTA CLARITA CA 91351

**This is not an invoice
Please do not pay from this document**

COMMENTS/NOTES:

CONTACT: LENZI HITE
CELL#: 214-415-6556

Rental Power 200 kW

U.S. EPA Tier IV Emissions



Description

This Cummins Power Generation rental package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for standby and prime power applications.

Features

Cummins diesel engines

- U.S. Tier IV Final and EU SIIIa certified Cummins QSB7-G9 engines which meet emissions limits without the use of a diesel particulate filter (DPF)
- Dual speed engine for operation at 50 or 60 Hz
- Advanced electronic engine controls with integrated aftertreatment system provide superior fuel efficiency while reducing emissions
- High-pressure common rail fuel system reduces engine noise and smoke
- Cummins Direct Flow™ air filtration offering improved air management, longer service life, and easier serviceability
- 2-stage fuel filtration with optimum particle and water separation

Control features

- The most advanced, reliable and capable generator set control system on the market today
- PowerCommand 3.3® with Masterless Load Demand (MLD) technology enables smartly adapting power to match varying load demand. MLD capable generators allow sharing of information among paralleled generator sets.
- Controls provide precise frequency and voltage regulation, alarm and status message display in one easy to operate customer interface

Engine controls

- Oil pressure and coolant temp gauge
- Fuel level gauge, Diesel Exhaust Fluid (DEF) level gauge and battery voltage gauge
- Hour meter
- Engine control module includes remote start capability

Stamford alternators

- 12-lead reconnectable alternators fitted with voltage selection switch
- Permanent magnet excitation for improved performance in non-linear load applications

Rental package enclosure

- Camlock distribution panel
- Sound attenuated, white powder coated lockable enclosure
- 24 hour fuel tank (75% prime) with gauge
- Roof mounted, single point lift
- Cooling system rated for 122° F (50° C) at 100% standby ambient
- Complete engine fluid containment reservoir
- 4 position voltage selector switch (277/480 or 130/240 or 120/208 VAC 3 phase or 120/240 VAC1 phase)
- Shore power (15A/120V) – for coolant heater and battery charger
- Conveniently located analog gauges and heated Human Machine Interface (HMI) display

Rental package options

- Optional Auxiliary Fuel and DEF connections
- DOT approved electric brake trailer with heavy duty center mounted jack, ball or pintle hitch
- DOT approved hydraulic brake trailer with heavy duty center mounted jack, ball or pintle hitch

Model	Voltages (V)	Standby Rating		Prime Rating		Sound level Full load @ 7m	Alternator model
		60 Hz kW (kVA)	50 Hz kW (kVA)	60 Hz kW (kVA)	50 Hz kW (kVA)		
C200D2RE	208/480	200 (250)	172 (215)	180 (225)	156 (195)	73 dBA	UCDI274J

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power.cummins.com

Engine specifications

Engine model	QSB7-G9
Alternator data sheet	UCDI274J (208/480)
Tier rating	Tier IV
Design	4 cycle, In-Line, turbocharged and after-cooled
Bore	107 mm (4.21 in.)
Stroke	124.0 mm (4.88 in.)
Displacement	6.69 liters (408 in ³)
Cylinder block	Cast iron, In-Line 6 cylinder
Battery capacity	2 x 760 cca
Battery charging alternator	70 amps
Starting voltage	24 volt, negative ground
Fuel system	Direct injection HPCR system
Fuel filter	Spin on fuel filter with water separator
Air cleaner type	2-stage, dry replaceable element with dust ejector
Lube oil filter type(s)	Single spin-on, full flow
Standard cooling system	122 °F (50 °C) ambient radiator

Alternator specifications

Design	Brushless, 4 pole, drip proof revolving field
Stator	Double layer concentric, 2/3 winding pitch
Rotor	Single bearing, flexible disc
Insulation system	Class H per NEMA MG1-1.65 (208/480 VAC)
Standard temperature rise	125/40 °C prime (208/480 VAC)
Exciter type	PMG (permanent magnet generator)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct drive centrifugal blower fan
AC waveform total harmonic distortion	< 1.5% no load, < 5% non-distorting balance linear load
Telephone influence factor (TIF)	< 50 per NEMA MG1-22.43
Telephone harmonic factor (THF)	< 2%

Power capability specifications (Assume power factor = 0.80 for 3 phase amps)

	Standby rating				
	240 V, 1 phase Amps 60Hz	208 V, 3 phase Amps 60Hz	480 V, 3 phase Amps 60Hz	240 V, 3 phase Amps 60Hz	400 V, 3 phase Amps 50Hz
C200D2RE	361	694	301	601A	310

Electrical power panel specifications

Model voltage	120 V duplex receptacles	240 V twist	Load lug connection (stud diameter)	Load lug circuit breakers
120/480 Volt	2 - 20 Amp GFCI	3 - 50 Amp	1/2 inch	800 Amp

PowerCommand 3.3 Control System



An integrated microprocessor based generator set control system providing voltage regulation, engine protection, alternator protection, operator interface and isochronous governing. Refer to document S-1570 for more detailed information on the control.

Simplified display for rental operators - simplified display tailored for rental equipment operations for ease of use.

Masterless Load Demand (MLD) - The controller is capable of smartly managing power from paralleled generators to match varying load patterns.

Power management - Control function provides battery monitoring and testing features and smart starting control system.

Advanced control methodology - Three phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.

Regulation compliant - Prototype tested: UL, CSA and CE compliant.

Service - InPower™ PC-based service tool available for detailed diagnostics, setup, data logging and fault simulation.

Easily upgradeable - PowerCommand controls are designed with common control interfaces.

Reliable design - The control system is designed for reliable operation in harsh environment.

Operator panel features

Operator/display functions

- Displays paralleling breaker status
- Provides direct control of the paralleling breaker
- 320 x 240 pixels graphic LED backlight LCD
- Auto, manual, start, stop, fault reset and lamp test/panel lamp switches
- Alpha-numeric display with pushbuttons
- Heated HMI
- LED lamps indicating genset running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and stop

Paralleling control functions

- First Start Sensor System selects first genset to close to bus
- Phase Lock Loop Synchronizer with voltage matching
- Sync check relay
- Isochronous kW and kVar load sharing
- Load govern control for utility paralleling
- Extended Paralleling (baseload/peak shave) Mode
- Digital power transfer control, for use with a breaker pair to provide open transition, closed transition, ramping closed transition, peaking and base load functions,

Alternator data

- Line-to-neutral and line-to-line AC volts
- 3-phase AC current
- Frequency
- kW, kvar, power factor kVA (three phase and total)

Engine data

- DC voltage
- Engine speed
- Lube oil pressure and temperature
- Coolant temperature
- Comprehensive FAE data (where applicable)

Other data

- Genset model data
- Start attempts, starts, running hours, kW hours
- Load profile (operating hours at % load in 5% increments)
- Fault history
- Data logging and fault simulation (requires InPower)

Standard control functions

Digital governing

- Integrated digital electronic isochronous governor
- Temperature dynamic governing

Digital voltage regulation

- Integrated digital electronic voltage regulator
- 3-phase, 4-wire line-to-line sensing
- Configurable torque matching

AmpSentry AC protection

- AmpSentry protective relay
- Over current and short circuit shutdown
- Over current warning
- Single and three phase fault regulation
- Over and under voltage shutdown
- Over and under frequency shutdown
- Overload warning with alarm contact
- Reverse power and reverse var shutdown
- Field overload shutdown

Engine protection

- Battery voltage monitoring, protection and testing
- Overspeed shutdown
- Low oil pressure warning and shutdown
- High coolant temperature warning and shutdown
- Low coolant level warning or shutdown
- Low coolant temperature warning
- Fail to start (overcrank) shutdown
- Fail to crank shutdown
- Cranking lockout
- Sensor failure indication
- Low fuel level warning or shutdown
- Fuel-in-rupture-basin warning or shutdown
- Full authority electronic engine protection

Control functions

- Time delay start and cool down
- Real time clock for fault and event time stamping
- Exerciser clock and time of day start/stop
- Data logging
- Cycle cranking
- Load shed
- Remote emergency stop

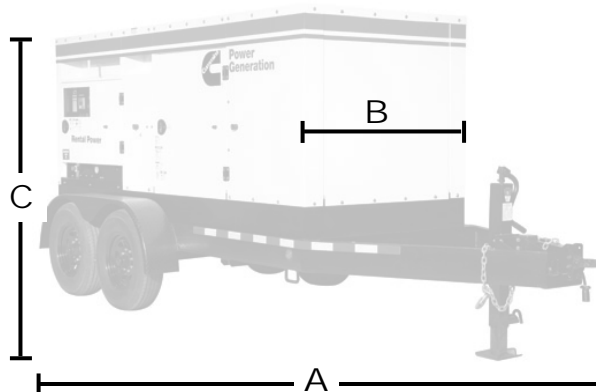
Ratings definitions

Standby:

Applicable for supplying emergency power for the duration of normal power interruption. No sustained overload capability is available for this rating. (Equivalent to Fuel Stop Power in accordance with ISO3046, AS2789, DIN6271 and BS5514). Nominally rated.

Prime (unlimited running time):

Applicable for supplying power in lieu of commercially purchased power. Prime power is the maximum power available at a variable load for an unlimited number of hours. A 10% overload capability is available for limited time. (Equivalent to Prime Power in accordance with ISO8528 and Overload Power in accordance with ISO3046, AS2789, DIN6271, and BS5514).



Dimensions

Model	Dim "A" mm (in.)	Dim "B" mm (in.)	Dim "C" mm (in.)	Weight w/o fuel kg (lbs)	Weight with fuel kg (lbs)	Fuel capacity liters (gal)*
C200D2RE	3700 (146)	1450 (57)	1700 (67)	3220 (7100)	4000 (8830)	965 (255)
With trailer	5740 (226)	2140 (84)	2309 (91)	3950 (8710)	4730 (10440)	965 (255)

* Onboard DEF capacity is sized for 24 hours of operation at 15 gallons

Fuel consumption

60 Hz Ratings, kW (kVA)	Standby					Prime				Hours of operation
	Load	200 (250)				180 (225)				
	US Gal/hr	1/4	1/2	3/4	Full	1/4	1/2	3/4	Full	75% load
	L/hr	3.1	6.3	9.3	11.0	2.8	5.6	8.9	10.3	24
		11.7	23.8	35.2	41.6	10.6	21.2	33.7	38.9	24

Note: DEF consumption less than 4% of fuel consumption

Trailer information

Model	Tire size	Tire type	Load range	Number of tires per trailer	Lug pattern
C200D2RE	235/85-R16	Radial	2755 lbs - each	4	8 hole

Certifications

These generator sets are certified to following standards:



CAN/CSA STD C22.2 NO. 100-04
CAN/CSA STD C22.2 NO. 14-05

North America
1400 73rd Avenue N.E.
Minneapolis, MN 55432
USA

Phone 763 574 5000
Fax 763 574 5298

Our energy working for you.™

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NAS-5887a-EN (5/14)



power.cummins.com



PC#: 1332
1741 E COLON ST
WILMINGTON, CA 90744 2210
310-835-3161

SUNBELT RENTALS, INC.

Salesman: 133201 DEUEL, DENISSE (1332)
Typed By: DDEUEL

Job Site:

CITY OF LOMITA WATER DISTRICT
26255 APPIAN WAY
LOMITA, CA 90717

C#: 214-514-6556 J#: 214-415-6556

QUOTE



Contract #.. 140342036
Contract dt. 6/02/23
Date out.... 6/05/23 8:00 AM
Est return.. 11/20/23 8:00 AM
Job Loc..... CITY OF LOMITA WAT;26255 APPIAN
Job No.....
P.O. #.....
Ordered By.. HITE, LENZI
NET DUE UPON RECEIPT

Customer: PC 1332
HITE, LENZI
15865 SOLEDAD CANYON RD #210
AEPC GROUP
SANTA CLARITA, CA 913451

For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the renter is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and return the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the renter acknowledges receipt of these documents.

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes rows for 200KW DIESEL GENERATOR, CAMLOCK CABLE, and MALE PIG TAIL. Includes a section for SALES ITEMS with 1 CAHERS1 item.

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)
Customer Signature Date Name Printed Delivered By Date



PC#: 1332
1741 E COLON ST
WILMINGTON, CA 90744 2210
310-835-3161

SUNBELT RENTALS, INC.

Salesman: 133201 DEUEL, DENISSE (1332)
Typed By: DDEUEL

Job Site:

CITY OF LOMITA WATER DISTRICT
26255 APPIAN WAY
LOMITA, CA 90717

C#: 214-514-6556 J#: 214-415-6556

QUOTE



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Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Rows include SALES ITEMS, DLPKSRCHG, TRANSPORTATION SURCHARGE, ENVIRONMENTAL, ENVIRONMENTAL/HAZMAT FEE, RENTAL PROTECTION PLAN, DELIVERY CHARGE, PICKUP CHARGE, STAND-BY EQUIPMENT W/SIX MONTH COMMITMENT, Sub-total, Tax, Total.

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
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6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
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Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment and rental. "Incident" is any fine, citation, theft, accident, casualty loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with four meters. "Ordinary Wear and Tear" means normal deterioration encountered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. "Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) TERMS. Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) PERMITTED USE. Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer shall access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) PROHIBITED USE. Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or Sunbelt's agent agrees to pay for such charges.

6) CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate; (c) immediately submit copies of all police or other third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

8) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage). In the same amount set forth in subsections (a) and (b), if the Equipment is to be used on any roadway, Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) RENTAL PROTECTION PLAN. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or equipment for which Customer is charged the RPP fee. THE RPP DOES NOT LIMIT THE LIABILITY OF CUSTOMER, AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) RENTAL RATES. The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) Equipment's use for One Shift unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for: (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfees) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) PAYMENT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) RETURN OF EQUIPMENT. Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received. Less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item. Sunbelt retains title to the item until Customer has paid in full.

15) DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.

16) CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES', SUNBELT EMPLOYEES', OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

20) JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21) ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22) COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

24) GOVERNING LAW. The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbelt.

26) MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing as 18 or the legal age of majority in the state, whichever is greater; and (b) the person signing this Contract has full authority to execute and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms; if the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.



Standby 200 kW
 Prime 182 kW
 60 Hz
 U.S. EPA Tier 4 Final

Image shown may not reflect actual configuration

Specifications

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Speed rpm
480V 60 Hz Rating				
60 Hz	480/277V	200 (250)	182 (228)	1800
	208/120V	200 (250)	182 (228)	1800
	240/120V	150 (150)	136 (136)	1800
600V 60 Hz Rating (Optional)				
60 Hz	600V/347V	200 (250)	182 (228)	1800
	480V/277V	200 (250)	182 (228)	1800
	208/120V	TBD	163 (204)	1800
	240/120V	TBD	120 (120)	1800

Cat® C7.1 ACERT™ Diesel Engine	Metric	Imperial (English)
Configuration	Inline 6, 4-Stroke Diesel	
Bore	105 mm	4.13 in
Stroke	135 mm	5.3 in
Displacement	7.01 L	427.7 in ³
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	16.5:1	
Engine rpm	1800	
Governor Type	Electronic	

Features & Benefits

Fuel/Emissions Strategy

- Meets U.S. EPA Tier 4 Final emission standards and CARB certified for non-road mobile applications at all 60 Hz ratings
- Requires Ultra Low Sulfur Diesel (ULSD) fuel

Quality

- Factory designed and production tested to assure customer satisfaction
- Manufactured in ISO 9001:2000 certified facility

Cat C7.1 ACERT Diesel Engine

- Four-stroke diesel engine with ACERT offers consistent performance and excellent fuel economy
- Series turbocharged with smart wastegate for fast response, high power, and increased torque
- Low ownership costs enabled by multi-vee belts and service-free hydraulic tappets
- Oil and fuel filter change intervals: 500 hrs

Aftertreatment / Clean Emissions Equipment

- Package-mounted Aftertreatment module consists Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF), and Selective Catalytic Reduction (SCR)
- Passive regeneration is transparent to operator
- No requirement for ash servicing
- Service free for life of the engine
- DEF tank provides > 24 hrs run time
- Electrically heated DEF lines

Cat LC Series Generator

- Matched to the performance and output characteristics of Cat engines
- UL 1446 Recognized Class H insulation

Cat EMCP 4.2B Control Panel

- Electronic control panel provides power metering, protective relaying, engine and generator parameter viewing, and expanded AC metering
- Graphical display (3.8 in.) denotes text alarm/ event descriptions, set points, engine and generator monitoring, and is visible in all lighting conditions
- Simple, user-friendly interface and navigation
- Automatic set-point adjustment integrated with voltage and frequency selection
- Integrates with the Cat Integrated Voltage Regulator (IVR) to provide precise control, excellent black loading, and constant voltage.
- PLC Functionality
- Load histogram (real power) – monitors utilization by tracking the amount of time generator %kW is within predefined ranges
- Enhanced overcurrent protection – generator thermal damage curve

Standard Controls and Power Distribution

- Three-position switch for easy selection of desired output voltage (480/277V 3-phase, 208/120V 3-phase, or 240/120V 1-phase)
- Controls, sockets, and power distribution all accessible via rear access door
- Hinged door over main buss bars with safety switch to trip breaker

Sound-attenuated Enclosure

- Provides excellent weather protection and allows for a quiet package operation with less than 72 dBA sound levels at full load, while offering excellent service access with multiple doors and access panels
- Galvanealed sheet steel body panels for improved corrosion resistance.
- Coolant and oil drains piped to exterior of enclosure along with auxiliary fuel connections are all conveniently located on one side of the enclosure for easy access.

Fuel System

- Provides 24-hour runtime @ 75% prime
- Meets UL 142, ULC 601, and UN31A (Transport Canada)

Rental-Ready Design Features

- 110% spill containment of all engine fluids
- Battery Charger
- Generator Anti-condensation Heater
- Engine Block Heater
- Provides 43°C ambient capability @ full rating

Asset Monitoring and Management

- Cat Connect hardware provides remote equipment monitoring via cellular network
- Provides operational status, alarms, and engine and generator set parameters
- Flexible and customer-configurable user website
- GPS provides asset location and geo-fencing

Options

- Battery Charger (10A, NFPA Complaint)
- Trailer (Electric or Hydraulic Brakes)
- Paralleling Package with EMCP 4.4
- 600 V Generator
- 208V 3-phase NEMA Sockets
- Camlock Distribution System
- Retail Version (with or without enclosure)

Standard Equipment

Engine

- Cat C7.1, heavy-duty, diesel engine meets U.S. EPA Tier 4 Final emissions standards
- CEM mounted off engine
- Block heater, 110-120 VAC, 1000 Watt
- Requires Ultra Low Sulfur Diesel (ULSD) fuel
- Engine electrical system:
 - 24V, DC electrical system
 - 115A, DC charging alternator
 - Electronic governor and engine controls
 - Oil pressure, coolant temperature, and coolant level shutdown sensors
- Engine filtration system:
 - Cartridge-type air filter with service indicator
 - Cartridge-type fuel filter with upstream pre- filter and water separator
 - Spin-on, full-flow lube oil filter; requires API CJ-4 lube oil

Generator and Voltage Regulation

- Screen protected and drip-proof (IP23), self-regulating, 12-lead, 4-pole, brushless generator
- Sealed-for-life bearing
- PMG Excitation
- Voltage selection switch mounted to generator terminal box. 3-position with 480V generator and 4-position with 600V generator.
- Anti-condensation, space heater, 250-Watt, 110-120 VAC
- Insulation system:
 - Class H insulation system
 - Windings impregnated in a thermo-setting moisture-, oil-, and acid-resisting varnish
 - Heavy coat of anti-tracking varnish for additional protection against moisture or condensation
- IVR:
 - EMCP provides voltage regulation
 - Improved transient response performance capability using patented Transient Load Relief (TRL) feature

Generator Set Packaging

- Base frame with integral double-wall fuel tank and leak detection switch:
 - Heavy-duty, fabricated steel base frame with specially-designed lifting points
 - Integral containment tray atop base frame
- Canopy:
 - Sound attenuated to 72 dBA at 7m (23 ft)
 - Two doors on each side, two rear doors for power distribution and control panel access
- Cooling system:
 - Cooling system provides 43°C (109°F) ambient capability at 500 m (1,640 ft) above sea level
- Electrical system:
 - 24V, DC electrical system
 - 2x 850 CCA, maintenance-free, wet batteries
 - Battery disconnect switch, lockable
 - Solar battery charger with solar array
 - Resettable, switch-style circuit breakers (DC circuit)
 - Battery charger 24V (10A for two isolated batteries; 5A for two batteries linked in series) constant voltage, UL Listed
- Engine and generator mounting:
 - Engine and generator directly coupled by SAE flange
 - Engine flywheel flexibly coupled to the generator rotor, with full torsional analysis completed to ensure no harmful vibration will occur in the assembly
 - Anti-vibration pads between engine/generator feet and base frame
- Fuel system:
 - 24 hour runtime @ 75% prime load
 - 2-position valves and external ports (3/4-16 JIC) allow connection of an auxiliary fuel source
- CSA 22.2 Certified

Standard Equipment (continued)

Generator Controls and Power Distribution

- EMCP 4.2B, digital generator set controller, mounted behind a hinged, lockable door with viewing window
- Manually-operated Circuit breaker: 3-pole molded case breaker, 800A, UL Listed and CSA with shunt trip and LSIG trip unit
- Safety switch on lower access door – trips breaker if door is opened
- Two-wire, remote start-stop terminals
- Customer auxiliary power connections:
 - Three – 250V, 50A California-style, twist lock receptacles
 - Two – 120V, 20A duplex receptacles with GFCI*
 - Each receptacle protected by a miniature circuit breaker, which also acts as an on/off switch
- Main customer connections:
 - Tin-plated copper bus bars with phase separators, located behind a protective door with shunt trip switch
 - Bus bars sized for full load capacity of generator set at 0.8 power factor
- Cat Connect telematics including roof mounted antenna for cellular and GPS

Quality and Product Support

- Factory load-testing of complete generator set
- Factory test certificate available upon request
- Equipment meets the following standards: BS 4999, BS 5000, BS 5514, IEC 60034, EN 61000-6, NEMA MG 1-22 & CSA
- Full set of operation and maintenance manuals

* Voltage at receptacle is 120V when switch is in 240/120 and 208 positions, and 139V in 480V position

** All receptacles are switched off when voltage selector switch is in 600V position.

‡ Available in 2019

Optional Equipment

- Paralleling Controls
 - EMCP 4.4 paralleling controller
 - Electrically operated circuit breaker with undervoltage trip and LSIG trip unit
 - MGDL (Ethernet comms) for paralleling interconnect with other units
- NEMA receptacles (2) 208V, 30A
- NFPA 110 complaint battery charger 10A
- Camlock distribution system ‡
- 600V Generator with 4-position voltage selector switch** ‡



Technical Data

Cat Generator		
Frame size	LC5034H	
Pitch	2/3	
No. of poles	4	
Insulation	Class H	
Enclosure	Drip proof IP23	
Voltage regulator	3-phase sensing with volts-per-hertz	
Frequency regulation	0.5% at steady state from no load to full load	
Wave form deviation	THD <2%	
Overspeed limit	2250 rpm	
Available Voltages	Standard	Switchable voltage output: 480/277V, 3-phase; 208/120V, 3-phase; 240/120V, single-phase
	Optional	Switchable voltage output: 600/349V, 3-phase; 480/277V, 3-phase; 208/120V, 3-phase; 240/120V, single-phase

Cat Generator Set – 1800 rpm/60 Hz		
	Units	Prime
Power Rating	kW (kVA)	182 (227.5)
Performance Number	P4350C	
Performance Specification		
Lubricating System Capacity oil	L (gal)	16 (4.3)
Fuel System Fuel consumption***		
100% Load	L/hr (gal/hr)	56 (14.7)
75% Load	L/hr (gal/hr)	41 (10.8)
50% Load	L/hr (gal/hr)	28 (7.4)
Fuel tank capacity	L (gal)	992 (262)
Fuel Run Time @ 75% Prime Load	Hours	>24
DEF System DEF consumption		
100% Load	L/hr (gal/hr)	1.42 (0.38)
75% Load	L/hr (gal/hr)	1.11 (0.29)
50% Load	L/hr (gal/hr)	0.68 (0.18)
DEF tank capacity	L (gal)	46 (12.2)
DEF Run Time @ All Power Settings	Hours	>24
Cooling System Radiator system capacity including engine Heat rejected to coolant at rated power	L (U.S. gal) kW (Btu/min)	38.7 (10.2) 135 (7660)



Technical Data (continued)

Cat Generator Set – 1800 rpm/60 Hz		
	Units	Prime
Air Requirements @ 1800 rpm, 100% load		
Combustion air flow	m ³ /min (cfm)	14 (494)
Maximum dirty air cleaner restriction	kPa (inches H ₂ O)	6.23 (25)
Noise Rating*** with enclosure at 7 meters (23 feet)	dB(A)	72

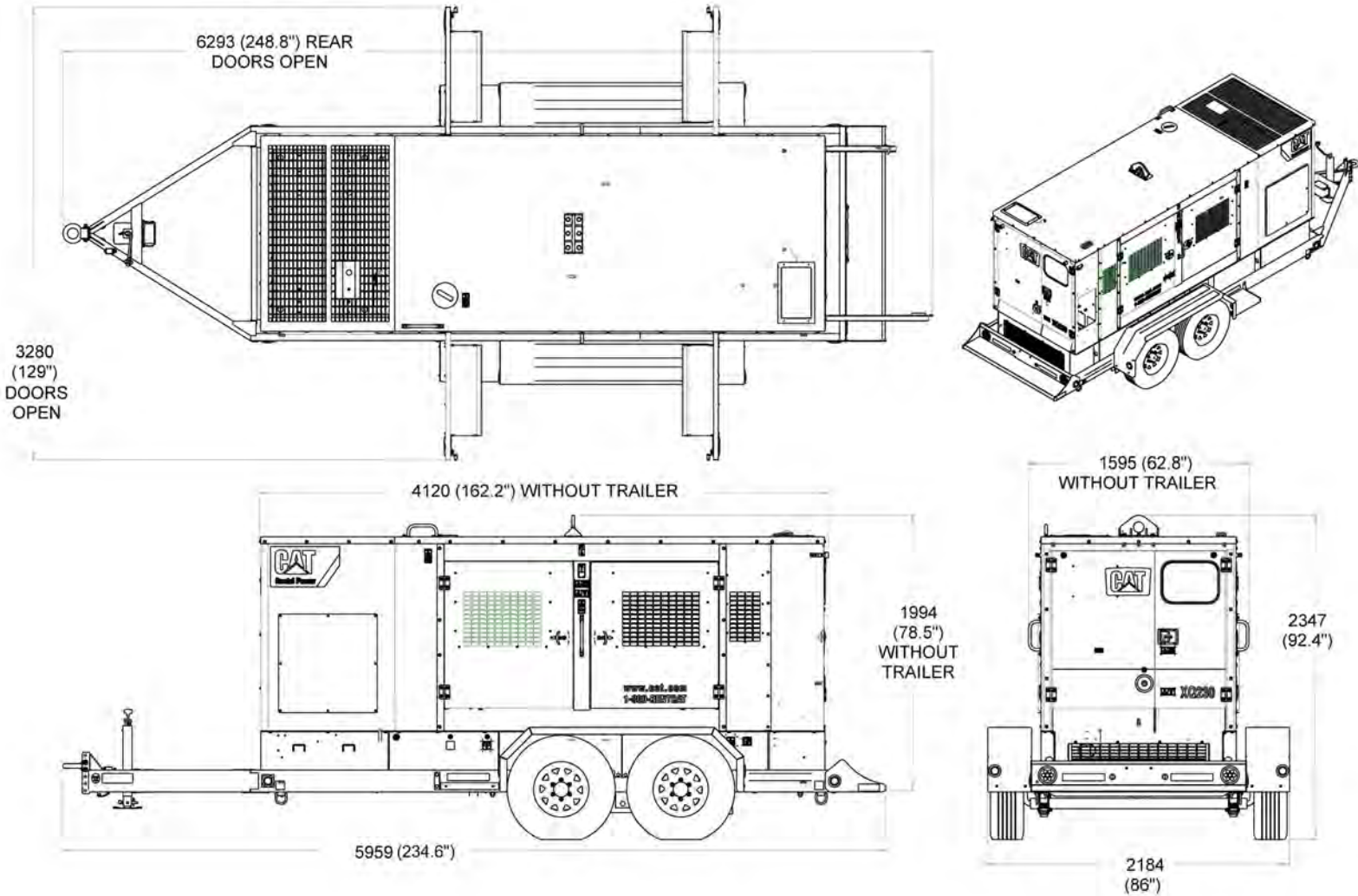
***Package fuel consumption and sound levels are for reference only.

Dimensions and Weights					
Model	Length mm (in)	Width mm (in)	Height mm (in)	With Lube Oil & Coolant Kg (lb)	With Fuel, Lube Oil & Coolant Kg (lb)
XQ230	4,120 (162.2)	1,595 (62.8)	1,994 (78.5)	3,828 (8,432)	4,720 (10,405)
XQ230 with trailer (electric brakes)	5,959 (234.6)	2,184 (86)	2,347 (92.4)	4,501 (9,902)	5,386 (11,875)
XQ230 with trailer (hydraulic brakes)	5,959 (234.6)	2,184 (86)	2,347 (92.4)	4,510 (9,922)	5,395 (11,895)

General Layout Dimensions

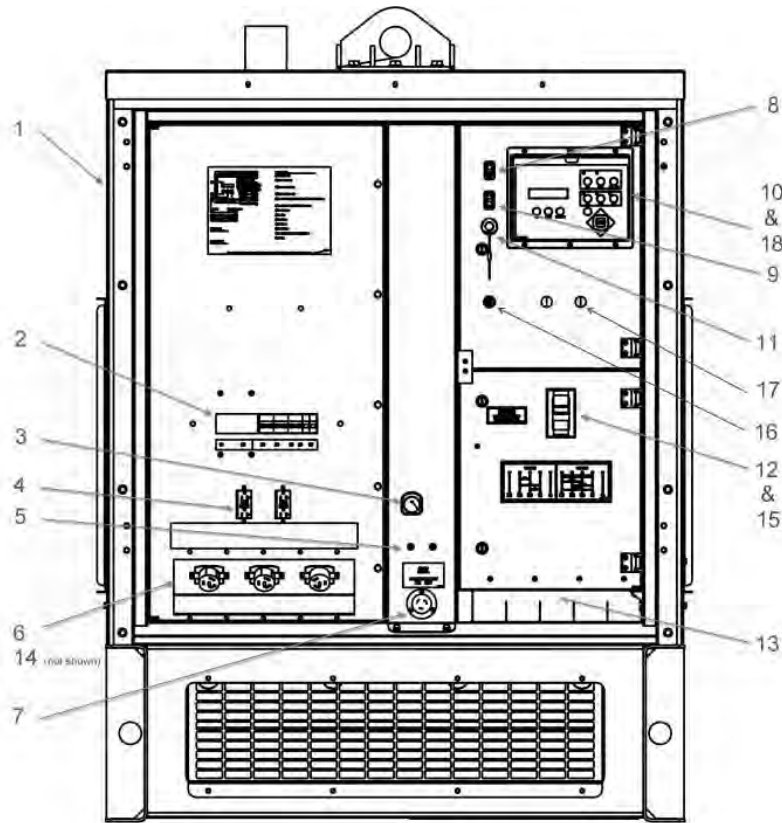
Dimensions in millimeters (inches).

Shown with optional trailer.



Control Panel and Power Distribution Layout

Item	Description
1	Steel enclosure with hinged, lockable door (not shown)
2	Circuit breakers for receptacles
3	Emergency stop
4	Single-phase GFCI duplex receptacles (20A @ 120V)
5	Two-wire remote start terminals
6	Single-phase, California-style, twist-lock receptacles, 50A @ 208V phase-to-phase, 120V phase to neutral, or 240/120 single-phase when in that voltage position
7	Single-phase, NEMA locking input receptacle, (30A @ 120V) to power block heater, battery charger and generator space heater
8	HEST and DFP Lamp
9	Glow plug lamp
10	EMCP 4.2B digital generator set controller
11	Cat ET service tool connector
12	Manually operated circuit breaker, 3 pole, molded case, LSIG, 800A
13	Main bus connection (bus bars attached to breaker) behind door
14	3-phase NEMA locking receptacles, 208V (optional)
15	Electrically operated circuit breaker, 3 pole, molded case, LSIG, 800A (provided with paralleling option)
16	Alarm horn
17	Circuit breaker open and close pushbuttons (provided with paralleling option)
18	EMCP 4.4 digital generator set controller (provided with paralleling option)



Ratings Definitions and Conditions

Meets or Exceeds International Specifications: AS1359, CSA, IEC60034-1, ISO3046, ISO8528, NEMA MG 1-33.

Prime — Output available with varying load for an unlimited time. Average power output is 70% of the prime power rating. Typical peak demand is 100% of prime rated kW with 10% overload capability for emergency use for a maximum of 1 hour in 12. Overload operation cannot exceed 25 hours per year. Prime power in accordance with ISO3046. Prime ambients shown indicate ambient temperature at 100% load which results in a coolant top tank temperature below the alarm temperature.

Standby — Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions.

Fuel rates are based on fuel oil of 35° API [16°C (60°F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29°C (85°F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal).

Additional ratings may be available for specific customer requirements, contact your Cat representative for details. For information regarding low sulfur fuel and biodiesel capability, please consult your Cat dealer.

www.Cat.com/rentalpower

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Materials and specifications are subject to change without notice. The International System of Units (SI) is used in this publication.

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Rental Quote

Quote E29081

3500 SHEPHERD STREET, CITY OF INDUSTRY, CA 90601
 QPS CITY OF INDUSTRY Ph: 562-463-6040 Fax: 562-463-7159

Date Out: **07/10/2023 Mon 08:00 AM**
 Est. Date In: **12/25/2023 Mon 08:00 AM**
 Delivery Date: **07/10/2023 Mon 08:00 AM**

Jobsite: **STANDBY PUMP**
 Contact: **LENZI HITE**
 Phone: **(949) 224-1599**
26255 APPIAN WAY
LOMITA, CA 90717

Bill to: Customer: **Cash-031813K**
AEPC GROUP
15865 SOLEDAD CANYON RD., #210
SANTA CLARITA, CA, 91351

Written By: **Kaelen McCrane**
 Sales Rep: **KAELEN MCCRANE**
 PO #: **QUOTE**

Signed By:
 Order By: **LENZI HITE**
 Deliv Notes: **FREIGHT ESTIMATED - \$150/HR PORTAL TO PORTAL**

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
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Deliv Notes: **FREIGHT ESTIMATED - \$150/HR PORTAL TO PORTAL**

Rental Items

ALL RENTAL ITEMS ARE TAXABLE LINE ITEMS WITH (T) ARE TAXABLE					
1.	511-0200 200KW GENERATOR 277/480V SINGLE SHIFT RATE (1-40HRS/WK) INCLUDE 50' REMOTE START AND BATTERY CHARGER CABLE	\$505	\$1,520	\$4,560	27,360.00
15	ID:CABLE 50' SERIAL:CABLE 50' MODEL:CABLE CABLE 4/0 50' 1 X 50' RUN 1 X 100' RUN	\$25	\$25	\$75	6,750.00
10.	ID:TAIL4/OF SERIAL:TAIL4/OF MODEL:TAIL 4/ 4/0 FEMALE TAIL LUGGED GENERATOR BUS CONNECTIONS 2 SETS	\$3	\$5	\$10	600.00
10.	ID:TAIL4/OM SERIAL:TAIL4/OM MODEL:TAIL 4/ 4/0 MALE TAIL LOAD SIDE TERMS - CUSTOMER TO SPECIFY LUGGED OR BARE END 2 SETS	\$3	\$5	\$10	600.00

 RENTAL UNIT IS ON RENT UNTIL A CALL



Rental Quote

Quote E29081

3500 SHEPHERD STREET, CITY OF INDUSTRY, CA 90601
QPS CITY OF INDUSTRY Ph: 562-463-6040 Fax: 562-463-7159

Date Out: **07/10/2023 Mon 08:00 AM**
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Sales Rep: **KAELEN MCCRANE**
PO #: **QUOTE**

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
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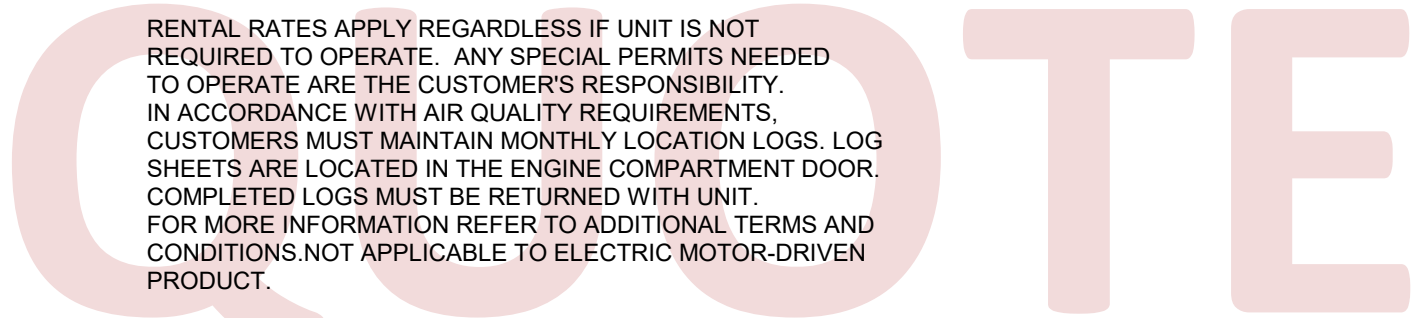
Rental Items

OFF NUMBER IS CREATED.

 RATES BASED ON SINGLE SHIFT:
 8 HOUR DAY / 40 HOUR WEEK / 160 HOUR MONTH
 DOUBLE SHIFT = 1.5 X SINGLE SHIFT RATE
 TRIPLE SHIFT = 2 X SINGLE SHIFT RATE

RENTAL RATES APPLY REGARDLESS IF UNIT IS NOT
 REQUIRED TO OPERATE. ANY SPECIAL PERMITS NEEDED
 TO OPERATE ARE THE CUSTOMER'S RESPONSIBILITY.
 IN ACCORDANCE WITH AIR QUALITY REQUIREMENTS,
 CUSTOMERS MUST MAINTAIN MONTHLY LOCATION LOGS. LOG
 SHEETS ARE LOCATED IN THE ENGINE COMPARTMENT DOOR.
 COMPLETED LOGS MUST BE RETURNED WITH UNIT.
 FOR MORE INFORMATION REFER TO ADDITIONAL TERMS AND
 CONDITIONS. NOT APPLICABLE TO ELECTRIC MOTOR-DRIVEN
 PRODUCT.

UNIT TO BE SERVICED EVERY 250 HOURS ON 800KW
 AND SMALLER. CUSTOMER RESPONSIBILITY
 UNIT TO BE SERVICED EVERY 500 HOURS ON 1000KW
 AND LARGER. CUSTOMER RESPONSIBILITY





Rental Quote

Quote E29081

3500 SHEPHERD STREET, CITY OF INDUSTRY, CA 90601
QPS CITY OF INDUSTRY Ph: 562-463-6040 Fax: 562-463-7159

Date Out: **07/10/2023 Mon 08:00 AM**
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Sales Rep: **KAELEN MCCRANE**
PO #: **QUOTE**

Signed By:
Order By: **LENZI HITE**
Deliv Notes: **FREIGHT ESTIMATED - \$150/HR PORTAL TO PORTAL**

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
-----------------	-----	------	-------	--------

Rental Items

- 0 - 160 HRS SINGLE SHIFT
- 160 - 320 HRS DOUBLE SHIFT
- 320 + HRS TRIPLE SHIFT

Miscellaneous Items

0	250HR PM SVC - NRML BUS HRS		1,150.00 each	.00
1	ESTIMATED CABLE & CONNECTION		1,800.00 each	1,800.00
1	ESTIMATED DISCONNECTS & DEMOB		1,800.00 each	1,800.00
1	ENV REC FEE 2(T)		2.00 %	706.20
1	TRANSPORT DEL(T)		350.00 each	350.00
1	TRANSPORT RETURN		350.00 each	350.00
1	FIRE,THEFT & VANDALISM		14.00 %	4,943.40
State 7.25% County 2.25% Total Tax: 9.5%				3,454.79

Total:

48,714.39

AGREEMENT AND ACKNOWLEDGEMENT

CARB REGULATIONS When operated in California, any on-road heavy-duty diesel vehicle, alternative-diesel vehicle, off-road diesel vehicle, or portable diesel engine may be subject to the California Air Resources Board's Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles, In-Use Off-Road Diesel Vehicle Regulation, or Airborne Toxic Control Measure For Diesel Particulate Matter From Portable Engines Rated At 50 Horsepower And Greater. It therefore could be subject to retrofit, exhaust retrofit, or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board websites at <https://www.arb.ca.gov/dieseltruck>, <https://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>, or <https://www.arb.ca.gov/portable/portable.htm>.

The undersigned warrants, represents, and agrees on behalf of the customer ("Customer"): (1) that the undersigned has authority to contract for Customer; (2) that the lease of the equipment listed above ("Equipment") by Quinn Company, Quinn Company dba Quinn Power Systems and Quinn Rental Services or by Quinn Lift (collectively, "Quinn") to Customer shall be subject to all of the terms and conditions set forth in this Rental Agreement (this "Agreement"); (3) that I have read and understand all said terms and conditions; (4) that I have the right to make a pre-delivery inspection and have informed Quinn of any damage or deficiency that may exist; (5) that I understand that air quality regulations may affect the operation and use of Equipment and I agree to all requirements stated in Additional Terms and Conditions, paragraph entitled "Air Quality Requirements for Equipment", including any specific requirements an agricultural source may have in registering the Equipment with the local air district, and (6) that by executing this Agreement I specifically agree to all of the terms and conditions of this Agreement and the Additional Terms and Conditions attached hereto, including, without limitation, the licensing and inspection requirements and disclaimers set forth in Section 28 of such Additional Terms and Conditions. Client warrants that the invoiced goods or services will be used for business or agricultural purposes and not for personal, family or household purposes.

AN ADDITIONAL 14% FEE WILL APPEAR ON FINAL INVOICE UNLESS FIRE, THEFT, VANDALISM WAIVER IS REJECTED. REJECTION OF THIS WAIVER REQUIRES CUSTOMER TO INITIAL BELOW AND PROVIDE PROOF OF APPLICABLE INSURANCE

() REJECT - INITIAL AND PROVIDE INSURANCE CERTIFICATE

AGREED TO: _____ DATE: _____
(Signature) (Printed Name) (Title)

DATE OUT: _____ HRS OUT: _____ DATE IN: _____ HRS IN: _____ RETURNED BY: _____

IMPORTANT! PLEASE READ THE ADDITIONAL TERMS AND CONDITIONS ATTACHED HERETO BEFORE SIGNING



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: June 20, 2023

SUBJECT: Consideration of a Lease Agreement with the Roman Catholic Archdiocese of Los Angeles for 150 Acre-Feet of Unused FY 2022-2023 Groundwater Pumping Rights

RECOMMENDATION

Approve a lease agreement with the Roman Catholic Archdiocese of Los Angeles for 150 acre-feet of unused FY 2022-2023 groundwater pumping rights at a price of \$100.00 per acre-foot for a total of \$15,000; and authorize the City Manager to execute the agreement.

BACKGROUND

As in previous years, staff sought entities to lease groundwater pumping rights from the City of Lomita. The City had previously executed an agreement with the Roman Catholic Archdiocese of Los Angeles in May 2022, granting them 200 acre-feet of groundwater pumping rights.

The City's annual adjudicated groundwater pumping rights are 1,352 acre-feet. Additionally, the City currently has 1,102 acre-feet of unused water pumping rights that were carried over from FY 2021-22.

There has been 0.00 acre-feet of groundwater pumped to date this fiscal year. Although the Cypress Water Production Facility (CWPF) and Well #5 are currently off-line, construction of the upgraded treatment system is nearing completion and operational testing of the well and treatment system will begin soon. Pump testing from Well #5 may occur this month to prepare for start-up of the upgraded treatment system at the CWPF, with up to 1 acre-foot of water. Therefore, an estimated 2,428 acre-feet of water rights for lease.

As such, there are sufficient unused pumping rights available to lease the requested 25 acre-feet to the Hillside Memorial Park. The table below shows a summary of the City's available and used water pumping rights.

Annual Water Rights	1,352 Acre-Feet
Carryover from FY 2021-22	1,102 Acre-Feet
Total Water Rights (FY 2022-2023)	2,454 Acre-Feet
Total Pumped (July-April)	0.00
Estimated Pumping (May-June)	1.00
Previously leased	25.00
Balance Available for Lease	2,428 Acre-Feet

Staff recommends that the proposal be accepted, and a lease agreement be executed for the lease of 150 acre-feet at the price of \$100 per acre-foot. The agreement is contingent on receipt of payment from the Roman Catholic Archdiocese of Los Angeles and approval of the lease agreement by the West Coast Basin Water Rights Panel.

FISCAL IMPACT

The City will receive \$15,000.00 by executing the attached lease agreement with the Roman Catholic Archdiocese of Los Angeles. This revenue was not budgeted.

OPTIONS:

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

ATTACHMENT:

1. Lease Agreement

Reviewed by:

Gary Sugano

 Gary Sugano
 Assistant City Manager

Approved by:

Ryan Smoot

 Ryan Smoot
 City Manager

Prepared by:

Carla Dillon

 Carla Dillon, P.E.
 Director of Public Works

**WATER RIGHT LICENSE AND AGREEMENT
(West Coast Basin)**

For a valuable consideration, **CITY OF LOMITA** (Licensor) hereby grants to **ROMAN CATHOLIC ARCHDIOCESE OF LOS ANGELES** (Licensee): a license to extract 150 acre-feet of Licensor's Adjudicated Right allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated August 18, 1961, and entered in Los Angeles Superior Court Case No. 506806 entitled "California Water Service Company, et al. vs. City of Compton, et al. " during the period commencing July 1, 2022, and continuing to and including June 30, 2023.

Said License is granted subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.
2. Licensee shall pay to the Licensor a fee in the sum of \$100.00/acre foot pumped. Further, Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (WRD).
3. Licensee shall notify the WRD that said pumping was done pursuant to this license and provide the WRD with a copy of this signed document.
4. Licensee shall note, in any recording of water production for the period of agreement, that said pumping was done pursuant to this license.
5. Licensee's Adjudicated Right shall, with flex (shall, with flex) (shall not, without flex) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part V in said Judgment.

CITY OF LOMITA warrants that it has 150 acre-feet of Adjudicated Right and that it has not pumped and will not pump or permit or license any other person to pump any part of said 150 acre-feet during the period of July 1, 2022, through June 30, 2023.

[Signatures on following page]

This lease may be signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Dated: _____

City of Lomita

Signed By: _____

Title: Ryan Snoot, City Manager

Dated: _____

Roman Catholic Archdiocese of Los Angeles

Signed By: _____

Title: Manager

ATTEST:

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Juan Ibarra

MEETING DATE: June 20, 2023

SUBJECT: Consideration of an Amendment to the Professional Services Agreement with Westfield Electric, Inc. to Provide As-Needed Electrical Services

RECOMMENDATION

Authorize the City Manager to execute an amendment to the agreement with Westfield Electric, Inc. to provide professional as-needed electrical services.

BACKGROUND

The City has a current and ongoing agreement with Westfield Electric, Inc., a local professional electrical contractor, to provide as-needed electrical services based on a Request for Proposal issued by the City.

Recently, the City received a letter from Westfield Electric requesting an increase in their rates in order to keep pace with rising inflation and operating costs. Westfield Electric's rates have not increased since approval of their agreement in August 2021.

To account for inflation and ensure that Westfield continues to meet prevailing wage requirements, Westfield has requested a 10% increase in their rates followed by an annual increase beginning in the City's fiscal year 2024-2025 for the remainder of the agreement term. The annual increase will be based on the 12-month Consumer Price Index (CPI) newest available rate for the Los Angeles area provided by U.S. Bureau of Labor Statistics for the respective year. If the CPI shows a negative percentage, there will be no increase for that specific year. Below are the current rates and the new proposed rates for Westfield Electric (Electrician & Electrician Apprentice).

Electrician Hourly Rates

PERFORMANCE PERIOD	CURRENT HOURLY RATE	PROPOSED HOURLY RATES
Straight Time	\$100.00	\$110.00
Overtime Daily (Mon – Fri)	\$150.00	\$165.00
Overtime Saturday	\$150.00	\$165.00
Overtime Sunday and Holiday	\$200.00	\$220.00
24/ 7 Emergency Response Premium 2-hour response time required	\$200.00	\$220.00

Electrician Apprentice Hourly Rates

PERFORMANCE PERIOD	CURRENT HOURLY RATE	PROPOSED HOURLY RATES
Straight Time	\$90.00	\$99.00
Overtime Daily (Mon – Fri)	\$135.00	\$148.50
Overtime Saturday	\$135.00	\$148.50
Overtime Sunday and Holiday	\$180.00	\$198.00
24/7 Emergency Response Premium 2-hour response time required	\$180.00	\$198.00

Westfield Electric’s existing agreement is set to expire on August 17, 2026. However, the City has two one-year renewal options if both parties wish to extend the agreement. If the proposed rates are approved all other terms and conditions of the revised agreement approved by the City Council on August 17, 2021 will remain the same.

If approved, the rates structure discussed above will be in effect until July 1st, 2024.

the City generally spends between \$20,000 and \$ 30,000 annually on these services if no special projects are scheduled. Based on this adjusted rate structure, and anticipated projects staff is also recommending a corresponding increase to the annual not-to-exceed amount included in the agreement from \$25,000 to \$30,000 annually to provide sufficient funding for annual projects.

ALTERNATIVES TO STAFF RECOMMENDATION:

1. Do not authorize amendment to the Agreement.
2. Provide staff further direction.

FISCAL IMPACT

Actual impacts of the agreement are dependent on services provided. The Amendment increases the annual not-to-exceed amount from \$25,000 to \$30,000.

ATTACHMENT

1. Copy of Professional Service Agreement with Westfield Electric, Inc.
2. Westfield Electric, Inc Professional Service Agreement Amendment.
3. Westfield Electric Letter Request to increase rates.

Reviewed by:



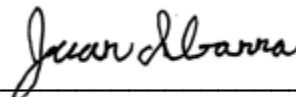
Gary Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Juan Ibarra
Administrative Analyst



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND WESTFIELD ELECTRIC, INC.**

This AGREEMENT for As-Needed Electric Services is entered into this 17th day of August 2021, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Westfield Electric, 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 As-Needed Electric Services.
- 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 \$25,000 annually, 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 Morgan Metcalfe. 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 August 17, 2026, 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. **PREVAILING WAGE.**
 - 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 subconsultants 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. CONSULTANT 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 subconsultant and of persons either directly or indirectly employed by its subconsultant, 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.

13. 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.

14. 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.

- 15. 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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.
21. **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.
22. **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.
23. **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.
24. **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>Westfield Electric, Inc.</u> <u>2018 Lomita Blvd. Ste. 6</u> <u>Lomita, CA 90717</u>
<u>ATTN: City Manager</u>	<u>ATTN: Morgan Metcalfe</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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.

31. **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.
32. **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.
33. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
34. **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.
35. **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.
36. **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 RS

CONSULTANT Initials MM

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

CITY OF LOMITA

CONSULTANT

Ryan Smoot
Ryan Smoot, City Manager

By: Myra M...
Title

ATTEST:
Kathleen Horn Gregory
Kathleen Horn Gregory, City Clerk

83-2628464
Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin
Trevor Rusin, City Attorney



Exhibit A – Scope of Work

Contractor shall provide all necessary electrical services as need by the City including, but not limited to:

- Service for interior/ exterior lighting replace lamps and ballasts as needed
- Upgrade electrical at existing circuit breaker equipment in all main panels and sub panels
- Troubleshoot short circuits in existing power and lighting locations where short circuits may exist
- Upgrade lighting to high efficiency type light fixtures (LED)
- Install additional/new network data and communication outlets/jacks
- Punch down and terminate cat5/6 cables at server/outlet locations
- Trace existing low voltage sprinkler lines with wire and valve locator tool for buried in ground and in planter areas and repair
- Install new lighting and power for beautification projects
- Upgrade main electrical services and communicate with Southern California Edison on customers behalf
- Install new plugs and lights in offices as needed
- Properly run network cabling at desk locations via custom cabinet/desk holes made as needed
- Install internet routers and equipment for Hardwire and WIFI systems
- Able to test internet cables and data lines for proper use
- Install battery backup systems for small to large pieces of equipment if need. For instance, the fountain at city hall has a battery backup for pumps
- Create safe working environment for all electrical areas and playgrounds where you will be notified if something needs to be addressed
- Irrigation low voltage troubleshooting, repairs, new install, and upgrades
- Other related work as needed

WESTFIELD ELECTRIC, INC.
COST PROPOSAL FORM
EXHIBIT C

1.COMPENSATION SCHEDULE

COMPENSATION SCHEDULE

Hourly Rate shown in the compensation schedule shall reflect the rate charged. Mark-Up shall include trade related tools, trade related equipment, transportation, relevant expenses, overhead, taxes and profit, to perform work, which may be involved in the contract (mark-up does not include materials - see item 1.K.) Any proposal without a completed compensation schedule will be rejected as non-responsive.

Note: Hourly Rate + Mark-Up % x Number of Hours = Total Price

1.A. ELECTRICIAN

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	\$100.00	0	500	\$50,000.00
Overtime Daily (Mon-Fri)	\$150.00	0	10	\$1,500.00
Overtime Saturday	\$150.00	0	10	\$1,500.00
Overtime Sunday and Holiday	\$200.00	0	10	\$2,000.00
24/7 Emergency Response Premium 2-hour response time required	\$200.00	0	10	\$2,000.00
1.A. Sub-Total				
				\$57,000.00

1.B. ELECTRICIAN APPRENTICE

PERFORMANCE PERIOD	HOURLY RATE	MARK-UP %	NUMBER OF HOURS	TOTAL PRICE
Straight Time	\$90.00	0	500	\$45,000.00
Overtime Daily (Mon-Fri)	\$135.00	0	10	\$1,350.00
Overtime Saturday	\$135.00	0	10	\$1,350.00
Overtime Sunday and Holiday	\$180.00	0	10	\$1,800.00
24/7 Emergency Response Premium 2-hour response time required	\$180.00	0	10	\$1,800.00
1.A. Sub-Total				
				\$51,300.00

1.C. TOTAL PROPOSAL PRICE FOR HOURLY RATE AND MARK-UP for the cost of labor, equipment, parts, implements and supplies necessary to complete the project, as based on the City Representative's estimate of quantities of work to be done (summation of preceding subtotals of Items 1.A. and 1.B. inclusive):

TOTAL AMOUNT OF PROPOSAL IN FIGURES: \$ 108,300

TOTAL AMOUNT OF PROPOSAL IN WORDS:

Westfield Electrics rate of service for an electrician is \$100.00 per hour, OT (Mon-Fri) rate of service is \$150.00, Overtime Saturday rate of service is \$200.00, Overtime Sunday and Holiday rate of service is \$200.00 per hour and for 24/7 Emergency response rate of service is \$200.00 per hour. The total of these rates per the number of hours listed is a sub-total in the amount of \$57,000.00 as mentioned in table 1.A.

Westfield Electrics rate of service for an apprentice electrician is \$90.00 per hour, OT (Mon-Fri) rate of service is \$135.00, Overtime Saturday rate of service is \$135.00, Overtime Sunday and Holiday rate of service is \$180.00 per hour and for 24/7 Emergency response rate of service is \$180.00 per hour. The total of these rates per the number of hours listed is a sub-total in the amount of \$51,300.00 as mentioned in table 1.B.

In case of a discrepancy between words and figures, the words shall prevail. If the amounts proposed on individual items (if called for) do not in fact add up to the total amount shown by the Bidder, the correctly added total of the individual items shall prevail over the total figure shown by the Bidder if there is a discrepancy between these figures.

1.D. PERCENTAGE MARK-UP ON MATERIALS: Not to be included as part of lump sum. Percentage shall be filled in or the proposal will be deemed unresponsive.

Percentage Mark-up for Materials (shall not exceed 10%):	10	%
--	----	---

All requests for payment will require copies of the receipts for all purchased materials. Should the City deem necessary the vendor may be required to provide more than one quote for the purchase of material.

Contractors Signature:  Date: Aug 11, 2021

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF LOMITA AND WESTFIELD ELECTRIC, INC FOR
PROFESSIONAL SERVICES FOR AS-NEEDED ELECTRIC SERVICES**

This First Amendment to the Agreement 2021-13 between the City of Lomita (“City”) and Westfield Electric, INC (“Consultant”) for Professional Services for As-Needed Electric Services is made and entered into this 20th day of June 2023.

WHEREAS, the City and Consultant are parties to an Agreement for professional services for the above referenced projects dated August 17, 2021, (“the Agreement”); and

WHEREAS, the City and Consultant desire to amend the Agreement to adjust the cost for services by increasing the rates by 10% followed by an annual increase beginning in the City’s fiscal year 2024-2025 for the remainder of the Agreement based on the 12-month Consumer Price Index (CPI) newest available rate for the Los Angeles area provided by the U.S. Bureau of Labor Statistics for the respective year.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained therein, City and Consultant hereby agree as follows:

1. Section 1, paragraph C of the Agreement is amended to read:

“As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$30,000 annually, for CONSULTANT’s services, unless otherwise specified by written amendment to this agreement.”
2. Exhibit “C” of the Agreement (Compensation Schedule) is hereby replaced with the attached Exhibit “A.” The rates in Exhibit A will apply to the Agreement as of the effective date of this amendment.
3. **No other changes**. All terms, conditions, and other provisions of the Agreement, including all Exhibits thereto, not affected by this first Amendment shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 20th day of June 2023, at Lomita, California.

WESTFIELD ELECTRIC, INC.

CITY OF LOMITA

By _____
Morgan Metcalfe

By _____
Ryan Smoot
City Manager

Approved as to Form:

Attest:

Trevor Rusin, City Attorney

Kathleen Gregory, MMC, City Clerk

DRAFT

EXHIBIT A

Amended Cost Proposal / Pricing Information

Electrician Hourly Rates

PERFORMANCE PERIOD	Hourly Rate
Straight Time	\$110.00
Overtime Daily (Mon – Fri)	\$165.00
Overtime Saturday	\$165.00
Overtime Sunday and Holiday	\$220.00
24/7 Emergency Response Premium 2-hour response time required	\$220.00

Electrician Apprentice Hourly Rates

PERFORMANCE PERIOD	Hourly Rate
Straight Time	\$99.00
Overtime Daily (Mon – Fri)	\$148.50
Overtime Saturday	\$148.50
Overtime Sunday and Holiday	\$198.00
24/7 Emergency Response Premium 2-hour response time required	\$198.00

Percentage Mark-Up for Materials (Shall not exceed 10%)

The rates mentioned above will be in effect until July 1st, 2024. On July 1st, 2024, the most current CPI rate provided by the Los Angeles Area will be adjusted to the rates mentioned above. Followed by respective annual CPI increases on July 1st 2025, and July 1st 2026. If the latest CPI rate is negative, there will be no increase in the rates.



To: City of Lomita
From: Morgan Metcalfe, Westfield Electric Inc.

To My Valued Customer,

After much deliberation, we at Westfield Electric Inc. have deemed it necessary to adjust our rates in order to keep pace with rising inflation and operating costs. Effective immediately I am requesting a rate raise bringing my hourly rate to \$110.00 an hour.

I am also requesting that annually, beginning your fiscal year in July 2024, I raise my hourly rate by the percentage based on the Los Angeles County Consumer Price Index (CPI) for the respective years remaining in our agreement. This was a tough decision to make, and I understand how it affects our customers. Therefore, I thank you for your ongoing support and trust that these changes will help us continue providing you with premium quality and service.

As always, I welcome any questions or comments.

Gratefully yours,

Morgan Metcalfe
Westfield Electric Inc.



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: June 20, 2023

SUBJECT: Consideration of Budget Amendment for the Los Angeles County Sheriff's Department Annual Contract

RECOMMENDATION

Authorize the City Manager to execute the Fiscal Year 2023-2024 Form 575 for the Los Angeles County Sheriff's Department and amend the Fiscal Year 2023-2024 Budget for an additional \$165,000 for a total of \$4,504,560.

BACKGROUND

In each of our community surveys regarding resident priorities, enhancing and maintaining the City's public safety efforts has consistently been one of the most recognized priorities identified. Recognizing this, as part of its annual goal setting for the 2021/22 year, the City Council established a goal to ***"Maintain and enhance public safety efforts, traffic enforcement, and community engagement"*** and discussed the ways of planning for Deputy turnover within the ranks of those serving the community, including our Core Deputy. As part of that discussion, and in addition to some of the other efforts already approved by the Council, the Council identified the addition of a deputy as one measure to provide for knowledge transfer between seasoned and newer deputies, as well as to provide for additional protection and enforcement throughout the community.

The City Council approved an additional Growth Deputy, which comes at a reduced rate for the first year and full rate for subsequent years. This year's allocations include this deputy at the full rate. The proposed budget allocation accounts for this full rate as well as the additional traffic and fireworks enforcement programs the City annually maintains. It also accounts for contract adjustment increases from the LASD contract Law Bureau and the Liability Trust Fund.

OPTIONS:

1. Approve the recommend action
2. Propose adjustments to the LASD allocations
3. Provide alternative direction.

FISCAL IMPACT

The increased amount needed to cover the cost of the contract for Fiscal Year 2023-2024 will be \$165,000.

ATTACHMENT

Service Level Authorization (SH-AD 575)

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

Explanation of options for page two blue box section

Routine City Helicopter Billing Agreement	YES <input type="checkbox"/>	NO <input type="checkbox"/>
License Detail - Business License & Renewal Applications	YES <input type="checkbox"/>	NO <input type="checkbox"/>
License Detail - Acts on Violations Observed within the City	YES <input type="checkbox"/>	NO <input type="checkbox"/>
S.T.A.R. Deputy Program	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Other Supplemental Services	YES <input type="checkbox"/>	NO <input type="checkbox"/>

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

Routine City Helicopter Billing Agreement

The Sheriff’s Department provides air support free of charge, as available, to the policing agency of any city within Los Angeles County under the following criteria:

1. When a situation exists that is life-threatening to a citizen or police officer;
2. When an air unit monitors and responds to the following specifically identified types of activity and call codes that designated as inherently life-threatening:
 - Murder, kidnapping, robbery, attempted murder, assault with a deadly weapon, shooting at an inhabited dwelling, rape, person with a weapon, arson, fire, officer needs assistance, and foot or vehicle pursuits.

Requests for air unit support for types of calls other than those noted above will be charged per **minute** based on the prevailing hourly rate. Only actual minutes spent overhead on a routine call will be charged. A city will not be charged for air unit travel time to and from routine calls.

License Detail – Business License and Renewal Applications

Background investigations for any business where city municipal code requires a background checks.

- Business license revocations, renewals, and denials.
- Meet with businesses owners and employees, as needed.
- Follow up investigations for compliance with the municipal codes.
- Final result of investigation – Recommendation (Approval/Denial).
- Contact Major Crimes Bureau/ Licensing Detail at (562) 946-7051 for questions.

License Detail – Acts on Violations Observed within the City

- Citations

STAR Program

The STAR Program has been discontinued and is no longer available.

Other Supplemental Services

Supplemental services are those service requests made by a city that are outside the scope of the services provided for on the 575 service level authorization. Examples of supplemental overtime services include city parades, football games for schools, targeted suppression for specific crime trends (e.g. burglaries), 4th of July fireworks enforcement, street racing enforcement, and so on. Checking “Yes” to this option does not obligate the city to utilize any supplemental services. The city is only acknowledging the costs for supplemental services provided at an additional cost should the city decide to utilize them.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
 CONTRACT CITY LAW ENFORCEMENT SERVICES
 SERVICE LEVEL AUTHORIZATION (SH-AD 575)

CITY: Lomita

FISCAL YEAR: 2023-2024

EFFECTIVE DATE: 7/1/2023

DEPUTY SHERIFF SERVICE UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	40-Hour Unit	306	1.50	1.50	0.00	\$ 356,640.00	\$ 534,960.00	\$ 64,195.20	\$ 599,155.20	2,086	3,129	187,740	1.749
Deputy Sheriff	56-Hour Unit	307	5.25	5.25	0.00	\$ 499,296.00	\$ 2,621,304.00	\$ 314,556.48	\$ 2,935,860.48	2,920	15,330	919,800	8.568
Special Assignment Deputy	Non-Relief	278	1.00	0.00	1.00	\$ 324,218.00	\$ 324,218.00	\$ 38,906.16	\$ 363,124.16	1,789	1,789	107,340	1.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff, Bonus I	Non-Relief	305	0.75	0.75	0.00	\$ 348,030.00	\$ 261,022.50	\$ 31,322.70	\$ 292,345.20	1,789	1,342	80,505	0.750
					0.00				\$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Grant Special Assignment Deputy	Non-Relief	312	1.00	1.00	0.00	\$ 226,605.00	\$ 226,605.00	\$ 27,192.60	\$ 253,797.60	1,789	1,789	107,340	1.000
Growth Special Assignment Deputy	Non-Relief	204	0.00	1.00	-1.00	\$ 226,605.00	\$ -	\$ -	\$ -	1,789	0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

SUPPLEMENTAL POSITIONS													
RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 12%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

Estimated Cost for Service Units: \$ 3,968,109.50 Total Liability (12%): \$ 476,173.14 Estimated Subtotal: \$ 4,444,282.64
 Public Safety Equipment Cost (See page 3): \$ 10,000.00
Estimated Total Annual Cost: \$ 4,454,282.64

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

Michael A. White
 UNIT COMMANDER NAME

[Signature]
 SIGNATURE

6/6/23
 DATE



Mina Cho
 SERGEANT 5/30/2023
 DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

CITY OFFICIAL NAME

SIGNATURE

DATE

Processed at City:



SERGEANT

DATE



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

City: Lomita Fiscal Year: 2023-2024 Effective Date: 7/1/2023

Table with columns: SERVICE UNIT, TOTAL UNITS PURCHASED, GENERAL LAW (EM, AM, PM), TRAFFIC LAW (EM, AM, PM), MOTOR DEP, SAD, D.B., TEAM LEADER, TOTAL UNITS ASSIGNED. Includes sections for DEPUTY SHERIFF, DEPUTY BONUS, GROWTH DEPUTY, and GRANT DEPUTY.

Sworn personnel table with columns: Lieutenant, Sergeant, Bonus Deputy, Motor Deputy, Deputy, SAD, Total. Rows for Hours, Minutes, Personnel.

Civilian personnel table with columns: SSO, LET/CSA/CA/PCO, Clerical, Total. Rows for Hours, Minutes, Personnel.

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY
BILLING MEMO REQUIRED AND SUBMITTED: YES [] NO [] N/A []
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED: YES [] NO [] N/A []
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED: YES [] NO [] N/A []
DUTY STATEMENT REQUIRED AND SUBMITTED: YES [] NO [] N/A []
SMS DEPLOYMENT CONTRACT UPDATED: YES [] NO [] N/A []
MINUTE PROGRAM IN RAPS UPDATED: YES [] NO [] N/A []

Initials

City Official:

Unit Commander:

Handwritten signature/initials



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

ATTACHMENT A

CITY: Lomita FISCAL YEAR: 2023-2024

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
ALPR New Install 1st Year (5yr Program)	Year 1	680	2	\$ 5,000.00	\$ 10,000.00

Total Public Safety Equipment Cost: \$ 10,000.00

Initials

City Official: _____

Unit Commander: 

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 12.0%

DSSU Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 324,218	310
Deputy Sheriff	40-Hour Unit	\$ 356,640	306
Deputy Sheriff	56-Hour Unit	\$ 499,296	307
Deputy Sheriff	70-Hour Unit	\$ 624,120	308
Special Assignment Deputy	Non-Relief	\$ 324,218	278
Catalina Deputy	Non-Relief	\$ 295,847	324

DSSU Bonus I Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 348,030	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 382,833	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 535,966	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 669,957	303

Growth/Grant Deputy Rates			
Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 226,605	335
Growth Deputy Generalist	40-Hour Unit	\$ 264,221	573
Growth Deputy Generalist	56-Hour Unit	\$ 369,819	582
Growth Deputy Generalist	70-Hour Unit	\$ 462,274	583
Growth Special Assignment Deputy	Non-Relief	\$ 226,605	204
Growth Deputy Bonus I	Non-Relief	\$ 246,740	336
Growth Motor Deputy	Non-Relief	\$ 244,174	424
Grant Deputy Generalist	Non-Relief	\$ 226,605	386
Grant Special Assignment Deputy	Non-Relief	\$ 226,605	312
Grant Deputy Bonus I	Non-Relief	\$ 246,740	384
Grant Motor Deputy	Non-Relief	\$ 244,174	422

Supplemental Rates			
Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 448,565	321
Lieutenant	Non-Relief	\$ 354,112	342
Sergeant, Patrol	Non-Relief	\$ 377,917	631
Sergeant, Supplemental	Non-Relief	\$ 298,507	353
Motor Sergeant	Non-Relief	\$ 314,708	348
Watch Deputy	Non-Relief	\$ 242,476	354
Motor Deputy	Non-Relief	\$ 324,218	305A
Community Services Assistant (w/ veh)	Non-Relief	\$ 79,105	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 78,006	327
Crime Analyst	Non-Relief	\$ 162,211	329
Custody Assistant	Non-Relief	\$ 132,846	331
Forensic ID Specialist II	Non-Relief	\$ 200,989	356
Information Systems Analyst I	Non-Relief	\$ 176,380	332
Senior Information Systems Analyst	Non-Relief	\$ 230,769	334
Intermediate Clerk	Non-Relief	\$ 87,140	338
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 119,186	339
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 120,202	340
Operations Assistant I	Non-Relief	\$ 115,142	343
Operations Assistant II	Non-Relief	\$ 143,042	344
Operations Assistant III	Non-Relief	\$ 163,826	345
Secretary V	Non-Relief	\$ 124,601	346
Security Assistant	Non-Relief	\$ 65,982	362
Security Officer	Non-Relief	\$ 102,289	347
Station Clerk II	Non-Relief	\$ 108,540	351
Supervising Station Clerk	Non-Relief	\$ 131,222	352
Skynight Observer	Non-Relief	\$ 348,030	349

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates

Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol - Ford Explorer PIU Hybrid AWD	2023-2024	\$ 105,841	378
B/W Tahoe 2WD	2023-2024	\$ 102,552	399
B/W Motorcycle	2023-2024	\$ 65,292	381
Solid Patrol Vehicle with Cage (SAO Sergeant/Detectives)	2023-2024	\$ 100,339	118A
Solid Patrol Vehicle without Cage (SAO Sergeant/Detectives)	2023-2024	\$ 98,168	118B
Ford Escape SUV Hybrid (White Fleet - CSA, SSO, LET)	2023-2024	\$ 65,951	203
Ford Explorer PIU Hybrid (Street Package - Executive)	2023-2024	\$ 80,689	201
Ford F-150 Police Responder BW	2023-2024	\$ 108,211	205
K-9 Vehicle (B/W Tahoe 2WD)	2023-2024	\$ 114,050	593

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance - CF-31	Year 1	\$ 8,785	198
MDC New Purchase, Data & Maintenance - GETAC V110	Year 1	\$ 8,389	164
MDC Data & Maintenance Only	Year 2+	\$ 1,685	595
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	680
ALPR System 2nd Year	Year 2	\$ 5,000	680A
ALPR System 3rd Year	Year 3	\$ 5,000	680B
ALPR System 4th Year	Year 4	\$ 4,650	680C
ALPR System 5th Year	Year 5	\$ 4,650	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: June 20, 2023

SUBJECT: Update and Discussion of the Cypress Water Production Facility

RECOMMENDATION:

Information only.

BACKGROUND:

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 in 2019, the design of the GAC system required the addition of two more GAC vessels to ensure complete removal of benzene at the flowrate through the GAC required by the State Division of Drinking Water (DDW).

In June 2020, the City Council approved an agreement with Hazen and Sawyer to support the construction phase of the project. In July 2020, an agreement with AKM Consulting Engineers was approved to serve as on-site construction managers, and in January 2021, the construction contract was awarded to RC Foster.

While the project is nearly complete, several elements of the construction and permitting have led to delays. At the request of the Council, City Staff and consultants will provide a presentation with the most up-to-date status on construction, commissioning, and permitting of the facility.

FISCAL IMPACT

None at this time

OPTIONS:

N/A

ATTACHMENT:

None

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director