

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. 2023-18
Next Ordinance No. 856

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, SEPTEMBER 5, 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/87836258466>

Telephone Option: (669) 900-6833 Meeting ID: 878 3625 8466

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 Segawa
- d. Roll Call
- e. Closed Session Report – City Attorney Rusin

2. APPROVAL OF AGENDA

3. PRESENTATIONS

- **SALVATION ARMY OVERVIEW PRESENTED BY MAJOR TIM SMITH**

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-i be approved.

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meeting of August 15, 2023

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. As-Needed Construction Management, Construction Inspection, Construction Administration, and Material Testing Services

RECOMMENDED ACTION: Receive and file the list of best qualified firms to provide construction management, construction inspection, construction administration and material testing services for City construction projects.

- e. Second Reading and Adoption of Ordinance No. 855 Approving Zoning Text Amendment No. 2023-08, an Ordinance of the City Council Approving Zoning Text Amendment 2023-08 Amending Various Sections of Lomita Municipal Code Title XI (Planning and Zoning) to Regulate Murals City-wide

RECOMMENDED ACTION: Adopt the ordinance and find the action to be exempt from the California Environmental Quality Act (CEQA).

ORDINANCE NO. 855 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2023-08 AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO REGULATE MURALS CITYWIDE AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- f. Disposal of Surplus Equipment

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

- g. Public Works Agreement with Blue Ridge Mechanical Inc., for the Standby Power Generator at Appian Way

RECOMMENDED ACTION: Award a Public Works Agreement to Blue Ridge Mechanical Inc. in the amount of \$50,728 for the standby power generator at Appian Way; approve a contingency of \$7,609.00 (15%); and authorize the City Manager to execute the agreement.

- h. Purchase of CASE Construction Tractor Loader Backhoes for Public Works Department

RECOMMENDED ACTION: Authorize the City Manager to purchase two CASE construction tractor loader backhoes (Model # 580SV) for approximately \$264,952.24.

- i. Reclassification of Senior Civil Engineer position to Principal Engineer

RECOMMENDED ACTION: 1) Amend the FY23-24 Authorized Full-Time Positions to add the Principal Engineer and set the salary schedule at 61 and make the necessary budget adjustments; 2) Amend the Memorandum of Understanding – LCEA Admin Unit to add the Principal Engineer – Capital Projects and Parking Enforcement Supervisor to the list of positions; and 3) Approve the Principal Engineer job classification.

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION OF PLANNING COMMISSIONER ROBERT STEINBACH’S CURRENT APPOINTMENT**

Presented by Brianna Rindge, AICP, Community and Economic Development Director

RECOMMENDED ACTION: Determine Planning Commissioner Robert Steinbach’s seat to remain as appointed.

- b. **DISCUSSION AND CONSIDERATION OF AMENDMENT NO. 1 TO A SOLID WASTE AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES), SETTING A PROP 218 RATE ADJUSTMENT HEARING FOR NOVEMBER 7, 2023, AND RESCINDING AGREEMENT NO. 2023-06**

Presented by Gary Sugano, Assistant City Manager

RECOMMENDED ACTION: 1) Approve Amendment No. 1 to a solid waste agreement with Arakelian Enterprises, Inc. (DBA Athens Services); 2) Direct staff to take the necessary steps to set a Prop 218 Rate Adjustment Hearing for November 7, 2023; 3) Approve the attached public notice for distribution; and 4) Rescind Agreement No. 2023-06 (street sweeping agreement) with Athens Services approved on February 21, 2023.

RESOLUTION NO. 2023-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AMENDMENT. NO. 1 TO A SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT BETWEEN THE CITY OF LOMITA AND ARAKELIAN ENTERPRISES INC. (DBA ATHENS SERVICES) AND RESCINDING AGREEMENT NO. 2023-06 FOR STREETSWEeping SERVICES

9. PUBLIC HEARINGS

- a. **DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2023-07 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO CREATE MIXED-USE OVERLAY DISTRICT REGULATIONS FOR FOUR OR FEWER RESIDENTIAL UNIT DEVELOPMENTS WITHIN THE DOWNTOWN, COMMERCIAL (D-C) ZONE WITHIN THE MIXED-USE OVERLAY DISTRICT**

Presented by Laura MacMorran, Associate Planner

RECOMMENDED ACTION: After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Article 58 (Mixed Use Overlay District) to update regulations, remove the minimum lot size requirement for four-or-fewer-residential-unit developments within the D-C (Downtown, Commercial) Zone within the Mixed-Use Overlay District, and Article 15 (Definitions); find the project is categorically exempt from the California Environmental Quality Act; and direct staff to schedule the second reading and adoption of the ordinance.

ORDINANCE NO. 856 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-07 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR MIXED-USE OVERLAY DISTRICT TO UPDATE STANDARDS; TO ALLOW MIXED-USE DEVELOPMENTS CONTAINING FOUR OR FEWER UNITS WITHIN THE DOWNTOWN COMMERCIAL (D-C) ZONE; TO DEFINE A TERM AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- b. **DISCUSSION AND CONSIDERATION OF AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE V (SANITATION AND HEALTH), CHAPTER 3 (INTEGRATED WASTE MANAGEMENT), SECTION 5-3.20(E), PERMITTING THE COLLECTION OF DELINQUENT SOLID WASTE RATES ON THE PROPERTY TAX ROLLS**

Presented by Lina Hernandez, Senior Management Analyst

RECOMMENDED ACTION: After conducting a public hearing, and after the City Attorney reads the title, that the City Council introduces on first reading an ordinance amending Title V (Sanitation and Health), Chapter 3 (Integrated Waste Management), Section 5-3.20(e) of the Lomita Municipal Code, permitting the collection of delinquent solid waste rates on the property tax rolls, and a determination that the project is categorically exempt from the California Environmental Quality Act (CEQA).

ORDINANCE NO 857 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE V (SANITATION AND HEALTH), CHAPTER 3 (INTEGRATED WASTE MANAGEMENT), SECTION 5-3.20(e), PERMITTING THE COLLECTION OF DELINQUENT SOLID WASTE RATES ON THE PROPERTY TAX ROLLS, AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

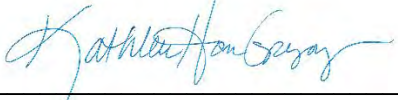
10. ADJOURNMENT

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: August 31, 2023



Kathleen Horn Gregory, MMC, City Clerk

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 15, 2023**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:05 p.m. on Tuesday, August 15, 2023, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Council Member Waronek led the salute to the flag.

c. Invocation

Council Member Waronek gave the invocation.

d. Roll Call

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

ABSENT: Council Member Gazeley

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

e. Closed Session Report

City Attorney Rusin stated that the Council met in open session at 5:30 p.m. and recessed to closed session to discuss the following item:

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

City Designated Representative: Gary Sugano, Assistant City Manager

Employee Organization: Lomita City Employees Association

All Council Members with the exception of Council Member Gazeley were present and there was no reportable action taken.

2. APPROVAL OF AGENDA

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

MOTION CARRIED by the following vote:

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

3. PRESENTATIONS

Mayor Waite presented certificates of recognition to Parks and Recreation staff who worked to reestablish the Teen Program after a three-year hiatus.

The Council spoke in appreciation of Parks staff, and Mayor Waite thanked the local businesses who sponsored the Lomita Teen Program.

Emma Kelley, Recreation Manager, spoke of her pride in the staff members honored this evening.

4. ORAL COMMUNICATIONS

Mayor Waite announced the time for public comments on consent agenda items or subjects other than those scheduled.

Ian Michael May, Special Assistant with the L.A. County Assessor's Office, shared statistics from the 2023 Valuation Report.

Teresa Roby, Shelter Readiness Volunteer with the American Red Cross, thanked the City for renewing the agreement this evening (item 7j) that designates the Tom Rico Center as an emergency shelter. She spoke about various programs and services offered by the Red Cross, and thanked the City for its partnership.

George Kivett, Lomita resident, suggested that the City's website highlight only Lomita businesses in its "business directory" section. He also thanked the community for passing out flyers for a recently missing teen and reported that she had been found safe. He noted a recent study relative to the Palos Verdes Fault and urged earthquake preparedness.

There being no further requests to speak, Mayor Waite closed oral communications.

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

Council Member Segawa reported on the following:

- July 19 – California Contract Cities Association (CCCA) Board of Directors Meeting
- July 25 – GPAC Workshop

- August 1 – National Night Out
- August 8 – Post-Founders Day Meeting

Mayor Pro Tem Uphoff reported on the following:

- July 19 – CCCA Board of Directors Meeting
- July 22 – Lemonade Day
- August 1 – National Night Out
- August 3 – Cal Cities Installation of 2023-2024 Officers

Council Member Waronek reported on the following:

- July 22 – Lemonade Day
- August 1 – National Night Out
- August 5 – Former Mayor/Council Member Chuck Belba's 90th Birthday
- August 16 – CCCA Board of Directors Meeting
- Announced the Lomita Sheriff's Station BBQ Fundraiser on August 19
- Announced the 9th Annual Lomita-Harbor City Kiwanis Club Spaghetti Dinner Fundraiser for Lomita Sheriff's and Fire Stations on August 25
- Wished to invite new Salvation Army Major Tim Smith to the next Council meeting
- Asked City Manager Smoot to reach out to the City of Torrance relative to its opposition to expanding the Metro Green Line to Torrance

Mayor Waite reported on the following:

- July 19 – Public Safety and Traffic Commission's Traffic Calming Workshop
- July 19 – CCCA Board of Directors Meeting
- July 19 – Joint Powers Insurance Authority Annual Board Meeting
- July 22 – Lemonade Day
- August 9 – Dinner with Mayor Karen Bass, L.A. County Supervisor Janice Hahn, and other local mayors to discuss transportation safety and homelessness issues

6. CITY MANAGER'S REPORT (information only)

City Manager Smoot announced the Lomita Sheriff's Station BBQ Fundraiser on August 19.

7. CONSENT AGENDA

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

Council Member Waronek requested to abstain from voting on item 7q.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve Consent Agenda Items 7a-7p.

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: Council Member Gazeley

Approved the following Consent Agenda items:

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meetings of May 2, 2023, and June 6, 2023

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- h. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- i. July 2023 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- j. Facility Use Agreement with American Red Cross for use of the Tom Rico Center as an Emergency Shelter

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

- k. Fiscal Year (FY) 2022/23 Quarterly Financial Report

RECOMMENDED ACTION: Receive and file the Fiscal Year (FY) 2022/23 Preliminary Quarterly Financial Report Fourth Quarter Ending June 30, 2023.

- l. Adoption of Resolution Confirming the Annual Appropriations Limit for Fiscal Year 2023/2024

RECOMMENDED ACTION: Adopt Resolution No. 2023-16 confirming the Annual Appropriations Limit for Fiscal Year 2023/2024

RESOLUTION NO. 2023-16 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CONFIRMING THE FACTORS USED FOR CALCULATING THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR COMMENCING JULY 1, 2023, AND ENDING JUNE 30, 2024

- m. Resolution of Public Convenience and Necessity Relative to Conditional Use Permit No. 326, for the Sale of Beer, Wine, and Distilled Spirits for Grocery Outlet Located at 2155 Pacific Coast Highway within the C-R (Commercial Retail)

RECOMMENDED ACTION: Adopt resolution and find the action exempt from the California Environmental Quality Act.

RESOLUTION NO. 2023-17 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, RESOLVING THE PUBLIC CONVENIENCE AND NECESSITY OF AN ABC LICENSE FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS FOR OFF-SITE CONSUMPTION AT 2155 PACIFIC COAST HIGHWAY AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

- n. Agreement with Tripepi Smith to Provide General Communications Support

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

- o. Amendment to Agreement with Project Partners for Public Works Staffing Support

RECOMMENDED ACTION: Approve the Second Amendment to Agreement 2022-58 with Project Partners for engineering services related to capital projects and staff support for a total amount not to exceed \$529,000 inclusive of previously approved funding, extend the contract duration through June 30, 2024, and authorize the City Manager to execute the Amendment.

- p. Skypark Commercial Properties Update

RECOMMENDED ACTION: Receive and file the project update from the Los Angeles Regional Water Quality Control Board regarding the Skypark Commercial Properties (Assessor Parcel No. 7377-006-906), 24701 – 24777 Crenshaw Boulevard and 2530, 2540, and 2600 Skypark Drive, Torrance, California (SCP NO. 1499).

PULLED FOR SEPARATE CONSIDERATION

- q. Authorize Reimbursement for Expenditures Submitted by Council Member Waronek Related to Mileage, Meetings, and Conferences That Have Been Submitted Beyond 30 Days as Required by the City's Travel and Reimbursement Policy

RECOMMENDED ACTION: Review and, if desired, authorize the reimbursement for expenditures for travel, mileage, and other expenses that have been submitted beyond

30 days as required by the City's Travel and Reimbursement Policy; and approve an additional appropriation to the 22/23 travel and meetings budget for these expenditures.

Council Member Waronek abstained from voting on this item.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve Consent Agenda item 7q.

MOTION CARRIED by the following vote:

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

8. SCHEDULED ITEMS

a. DISCUSSION AND CONSIDERATION OF DESIGNATING A VOTING DELEGATE AND ALTERNATE FOR THE ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE AND POSSIBLE CANCELLATION OR ADJOURNMENT OF THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, SEPTEMBER 19

RECOMMENDED ACTION: Designate a Voting Delegate and Alternate(s) for the League of California Cities Annual Conference and Expo, September 20-22, 2023, in Sacramento; and consider canceling or adjourning the regular City Council meeting to a date specific.

City Manager Smoot stated that resolutions for consideration at the conference would be shared with the Council beforehand.

Council Member Waronek made a motion, seconded by Council Member Segawa to designate Mayor Pro Tem Uphoff as voting delegate, Mayor Waite as alternate, and Council Member Waronek as second alternate, for the annual League of California Cities conference.

MOTION CARRIED by the following vote:

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

After brief discussion, it was Council consensus to keep the regular meeting date of September 19, 2023.

9. PUBLIC HEARINGS

- a. **DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2023-08, AN ORDINANCE OF THE CITY COUNCIL APPROVING ZONING TEXT AMENDMENT 2023-08 AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO REGULATE MURALS CITYWIDE** (first reading)

RECOMMENDED ACTION: After the City Attorney reads the title, and after receiving public comment, if any, introduce on first reading Ordinance No. 855 - Zoning Text Amendment 2023-08 and find the item exempt from the California Environmental Quality Act (CEQA).

Director Rindge presented the staff report per the agenda material. She stated that art can be inviting and it creates a sense of place; mural art also helps deter graffiti. The draft ordinance was presented to the Planning Commission on July 10, and it was recommended for Council approval without any amendments. All murals will require Planning Commission approval.

Mayor Waite opened the public hearing at 6:59 p.m.

George Kivett, Lomita resident, spoke in favor of zone text amendment, and stated that graffiti is a big issue in the City. He expressed concerns with ongoing maintenance and urged that all murals be family friendly.

As there were no further requests from the public to speak on this item, Mayor Waite closed the public hearing at 7:00 p.m. and brought the item back to the Council for further discussion.

Brief discussion was held relative to allowing incidental art, such as integrating a small business logo into the design. Director Rindge stated that such mural elements would be permissible.

Mayor Waite invited a motion.

Council Member Segawa made a motion, seconded by Council Member Waronek to introduce on first reading Ordinance No. 855 - Zoning Text Amendment 2023-08, and find the item exempt from the California Environmental Quality Act (CEQA).

City Attorney Rusin read the title of the ordinance to be introduced.

MOTION CARRIED by the following vote:

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

Introduced the following titled ordinance:

ORDINANCE NO. 855 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2023-08 AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO REGULATE MURALS CITYWIDE AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

10. ADJOURNMENT

There being no further business to discuss, Mayor Waite adjourned the meeting at 7:05 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:


TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: September 5, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

September 5, 2023	TOTAL WARRANTS ISSUED:	\$808,362.42
	Wires Transfers:	10936-10944
	Prepay:	531160-531161
	Voided:	531207
	Check Numbers:	531162-531261

Total Pages of Register: 19

August 11, 2023	TOTAL PAYROLL ISSUED:	\$151,544.87
August 25, 2023	TOTAL PAYROLL ISSUED:	\$123,016.64

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 19 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 8/16/2023 - 9/5/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12798 - 4LEAF, Inc.					
531162	09/05/2023	4LEAF, Inc.	J4121G	Augmented Code Enforcement..	7,800.00
Vendor 12798 - 4LEAF, Inc. Total:					7,800.00
Vendor: 6948 - A1 Lawnmower Shop					
531163	09/05/2023	A1 Lawnmower Shop	01129	Edger Repair	65.00
Vendor 6948 - A1 Lawnmower Shop					Total: 65.00
Vendor: 7353 - ACE Whatever It Takes					
531164	09/05/2023	ACE Whatever It Takes	6019	Rain Wand 1 Pat Red 30"	16.53
531164	09/05/2023	ACE Whatever It Takes	6019	Brass Hose W/Shut off	14.32
531164	09/05/2023	ACE Whatever It Takes	6034	Steel Bow Rake Wood Handle	99.20
531164	09/05/2023	ACE Whatever It Takes	6035	Caution Tape	14.32
531164	09/05/2023	ACE Whatever It Takes	6037	13" & 18" Tools Bag Set	27.55
531164	09/05/2023	ACE Whatever It Takes	6037	3/8" drive SAE 6 Point Socket ...	31.96
531164	09/05/2023	ACE Whatever It Takes	6037	Tape Measurement	26.45
531164	09/05/2023	ACE Whatever It Takes	6037	Screwdriver Set 8-Pc	22.04
531164	09/05/2023	ACE Whatever It Takes	6037	Steel Straight Jaw Tongue & G...	22.04
531164	09/05/2023	ACE Whatever It Takes	6037	Metric and SAE Fold-Up Hex K...	26.45
531164	09/05/2023	ACE Whatever It Takes	6037	Cable Ties 8"	6.60
531164	09/05/2023	ACE Whatever It Takes	6037	Electrical Tape 3/4" X 66"	7.71
531164	09/05/2023	ACE Whatever It Takes	6037	Rip Hammer 13 3/4" Steel Ha...	22.04
531164	09/05/2023	ACE Whatever It Takes	6037	V-Jaw Tongue & Groove Pliers	52.90
531164	09/05/2023	ACE Whatever It Takes	6037	Nitrile Glove	9.91
531164	09/05/2023	ACE Whatever It Takes	6037	Gloves	17.63
531164	09/05/2023	ACE Whatever It Takes	6040	O-Ring 5/8 ODX 7/16ID X 3/32	2.60
531164	09/05/2023	ACE Whatever It Takes	6040	Utility Knife Folding	13.22
Vendor 7353 - ACE Whatever It Takes					Total: 433.47
Vendor: 0180 - Administrative Services Co-op, Inc.					
531165	09/05/2023	Administrative Services Co-op,...	230727	DAR July 23	8,554.23
Vendor 0180 - Administrative Services Co-op, Inc. Total:					8,554.23
Vendor: 4015 - AFLAC					
531166	09/05/2023	AFLAC	952101	Employee Life/Accident Benefi..	145.02
531166	09/05/2023	AFLAC	952101	Employee Life/Accident Benefi..	43.50
531166	09/05/2023	AFLAC	952101	Employee Life/Accident Benefi..	22.36
531166	09/05/2023	AFLAC	952101	Employee Life/Accident Benefi..	51.01
Vendor 4015 - AFLAC					Total: 261.89
Vendor: 7445 - All City Management Services, Inc.					
531167	09/05/2023	All City Management Services, ..	87081	Crossing Guard Services	2,890.80
Vendor 7445 - All City Management Services, Inc. Total:					2,890.80
Vendor: 4060 - Allianz Life Insurance Co.					
531168	09/05/2023	Allianz Life Insurance Co.	August 23	Employee Life Insurance-Augu...	53.00
Vendor 4060 - Allianz Life Insurance Co.					Total: 53.00
Vendor: 12155 - Amazon Capital Services					
531169	09/05/2023	Amazon Capital Services	16FY-T1RN-CCMK	6V Lantern Battery	38.58
531169	09/05/2023	Amazon Capital Services	16FY-T1RN-CCMK	Door Stoppers 4-Pk	10.99
531169	09/05/2023	Amazon Capital Services	1776-VMD7-63TH	Keyless2go Replacement for 3...	38.53
531169	09/05/2023	Amazon Capital Services	1776-VMD7-63TH	USB-C to Lightning Charger Ca...	15.20
531169	09/05/2023	Amazon Capital Services	1776-VMD7-63TH	USB-C to Lightning Charger Ca...	16.16
531169	09/05/2023	Amazon Capital Services	1GFL-TCWC-NM99	High Yield Toner Cartridge	43.54
531169	09/05/2023	Amazon Capital Services	1GFL-TCWC-NM99	High Yield Toner Cartridge	43.54
531169	09/05/2023	Amazon Capital Services	1KRV-6M96-PKCG	Brother Digital Color All-In-On...	220.49
531169	09/05/2023	Amazon Capital Services	1KRV-6M96-PKCG	Brother Digital Color All-In-On...	220.49
531169	09/05/2023	Amazon Capital Services	1LXD-CD39-FLTG	Hanging Organizer File Folders	33.89

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531169	09/05/2023	Amazon Capital Services	1LXD-CD39-FLTG	Rollerball Gel Ink Pens 70-Pk	25.35
531169	09/05/2023	Amazon Capital Services	1MJ3-HN43-1N41	Men's Dry Fit Golf Polo Shirt	16.53
531169	09/05/2023	Amazon Capital Services	1MJ3-HN43-1N41	Men's Golf Shirt Moisture Wic...	132.25
531169	09/05/2023	Amazon Capital Services	1PGJ-H6MV-7CWR	Web Computer Camera	42.99
531169	09/05/2023	Amazon Capital Services	1T1D-RL76-3VLF	Medium Roast Ground Coffee,...	50.68
531169	09/05/2023	Amazon Capital Services	1TJ4-QHNR-QR31	Expanding File Pockets, Letter ...	43.86
531169	09/05/2023	Amazon Capital Services	1TJ4-QHNR-QR31	Expanding File Pockets, Letter ...	21.93
531169	09/05/2023	Amazon Capital Services	1VDD-7GXX-XHRY	Video Conference System	740.87
Vendor 12155 - Amazon Capital Services Total:					1,755.87
Vendor: 7408 - American Fidelity					
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	742.40
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	17.23
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	98.46
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	198.88
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	164.10
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	3.07
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	3.30
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	108.00
10936	08/21/2023	American Fidelity	D622246	Employee Life/Accident Insur...	338.84
10940	09/01/2023	American Fidelity	2160092A	Employee Flexible Spending A...	1,834.29
Vendor 7408 - American Fidelity Total:					3,508.57
Vendor: 0285 - Amtech Elevator Services					
531170	09/05/2023	Amtech Elevator Services	151401290465	Elevator Maintenance Septe...	656.88
531170	09/05/2023	Amtech Elevator Services	DVB17611001	Full Load Safety Test Elevator	2,300.00
Vendor 0285 - Amtech Elevator Services Total:					2,956.88
Vendor: 4673 - Angel Castillo					
531171	09/05/2023	Angel Castillo	082423	Reimbursement for Work Pan...	244.86
531171	09/05/2023	Angel Castillo	082423	Reimbursement for Work Boo...	200.00
Vendor 4673 - Angel Castillo Total:					444.86
Vendor: 12257 - Aramsco Inc.					
531172	09/05/2023	Aramsko Inc.	S596278.001	Center Pull Towels 6 Rolls/Case	372.39
531172	09/05/2023	Aramsko Inc.	S6001304.001	Mop Handle	72.68
531172	09/05/2023	Aramsko Inc.	S6001304.001	Towels 250-Pk, 16 Pk-Case	587.28
531172	09/05/2023	Aramsko Inc.	S6001304.001	Liner Black 33 X 39 250-Case	106.73
531172	09/05/2023	Aramsko Inc.	S6001304.001	Toilet Tissue 96-Case	71.93
531172	09/05/2023	Aramsko Inc.	S6001304.001	Black Liners B60XH 36 X 58	69.71
531172	09/05/2023	Aramsko Inc.	S6001304.001	Seat Covers 1/2 Fold, 250-Pk, ...	63.33
531172	09/05/2023	Aramsko Inc.	S6001304.001	Supreme Free Rinse, 1-Gallon	28.75
531172	09/05/2023	Aramsko Inc.	S6001304.001	Toilet Tissue-9" 2-Ply Jumbo	460.07
Vendor 12257 - Aramsco Inc. Total:					1,832.87
Vendor: 6609 - AT&T					
531173	09/05/2023	AT&T	20345519	City Hall and Park July 23	473.14
531173	09/05/2023	AT&T	20345519	Water July 23	47.56
531173	09/05/2023	AT&T	20345521	Railroad Museum July 23	24.53
531173	09/05/2023	AT&T	20345921	City Hall July 23	18.36
Vendor 6609 - AT&T Total:					563.59
Vendor: 3334 - Autozone, Inc.					
531174	09/05/2023	Autozone, Inc.	2859696283	52 Piece Combo Ratchet & So...	25.35
531174	09/05/2023	Autozone, Inc.	2859696283	Gloves Mechanic Wear	31.96
531174	09/05/2023	Autozone, Inc.	2859696283	Battery	116.85
531174	09/05/2023	Autozone, Inc.	2859696283	Valvoline Extra Strength	11.03
531174	09/05/2023	Autozone, Inc.	2859710915	Battery	125.47
531174	09/05/2023	Autozone, Inc.	2859710915	Motor Oil 5W-30	32.36
531174	09/05/2023	Autozone, Inc.	2859719588	Tailgate Handle	27.75
531174	09/05/2023	Autozone, Inc.	2859719588	WD-40 Specialist Protective ...	9.91
531174	09/05/2023	Autozone, Inc.	2859719588	WD-40 Penetrant with Straw	14.13
531174	09/05/2023	Autozone, Inc.	2859719588	Smart Straps Standard Bungee	20.28
531174	09/05/2023	Autozone, Inc.	2859729736	Tail Light Circuit Board	35.25

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531174	09/05/2023	Autozone, Inc.	2859729736	Tail Light Bulbs	7.27
531174	09/05/2023	Autozone, Inc.	2859733635	Gloves Mechanic Wear	95.88
531174	09/05/2023	Autozone, Inc.	2859736624	Energizer 4 ft Lightning Cable	15.70
531174	09/05/2023	Autozone, Inc.	2859736624	Energizer Quick Charger	25.35
				Vendor 3334 - Autozone, Inc.	Total: 594.54
Vendor: 0415 - B.D. White Top Soil Co.					
531175	09/05/2023	B.D. White Top Soil Co.	89216	Dirt Mix	40.79
531175	09/05/2023	B.D. White Top Soil Co.	89269	Dirt Mix	40.79
				Vendor 0415 - B.D. White Top Soil Co.	Total: 81.58
Vendor: 7113 - Bee 'N Wasp Nest Removal					
531176	09/05/2023	Bee 'N Wasp Nest Removal	957490	Bees Removal	125.00
				Vendor 7113 - Bee 'N Wasp Nest Removal	Total: 125.00
Vendor: 7477 - Best Best & Krieger, LLP					
531177	09/05/2023	Best Best & Krieger, LLP	970364	Legal Services June 23	8,085.20
531177	09/05/2023	Best Best & Krieger, LLP	970364	Legal Services June 23	1,426.80
531177	09/05/2023	Best Best & Krieger, LLP	970365	Code Enforcement/General Lit...	2,813.90
531177	09/05/2023	Best Best & Krieger, LLP	970366	Special Services June 23	13,857.20
				Vendor 7477 - Best Best & Krieger, LLP	Total: 26,183.10
Vendor: 12391 - Brishan Inc.					
531178	09/05/2023	Brishan Inc.	0002744	Aquaphalt 4.0 3.5 Gallon	2,341.71
				Vendor 12391 - Brishan Inc. Total:	2,341.71
Vendor: 3168 - California Banner & Sign Co.					
531179	09/05/2023	California Banner & Sign Co.	20216	Tree Lighting Banner-Pre-Spac...	54.75
				Vendor 3168 - California Banner & Sign Co. Total:	54.75
Vendor: 0685 - California Pro Sports					
531180	09/05/2023	California Pro Sports	14-17398	T-Shirts	1,412.47
				Vendor 0685 - California Pro Sports Total:	1,412.47
Vendor: 7319 - California State Disbursement Unit					
531181	09/05/2023	California State Disbursement...	090823	Employee Garnishment-Pay D...	230.76
				Vendor 7319 - California State Disbursement Unit	Total: 230.76
Vendor: 6642 - Catalina Pacific Concrete					
531182	09/05/2023	Catalina Pacific Concrete	95998920	2500 PSI 6 Sack 3/8"	1,093.98
531182	09/05/2023	Catalina Pacific Concrete	95998920	Short Load Fee, Energy Fee & ...	159.86
				Vendor 6642 - Catalina Pacific Concrete	Total: 1,253.84
Vendor: 7235 - Cindy Segawa					
531183	09/05/2023	Cindy Segawa	082823	Reimbursement for Lemonade...	567.06
				Vendor 7235 - Cindy Segawa	Total: 567.06
Vendor: 12822 - City of Lomita - Petty Cash					
531184	09/05/2023	City of Lomita - Petty Cash	073123	Petty Cash July 23	30.00
				Vendor 12822 - City of Lomita - Petty Cash Total:	30.00
Vendor: 3561 - CivicPlus, LLC					
531185	09/05/2023	CivicPlus, LLC	271717	Municode Electronic Update	1,153.00
				Vendor 3561 - CivicPlus, LLC	Total: 1,153.00
Vendor: 12703 - Clifford Sims					
531186	09/05/2023	Clifford Sims	080923	Adult Basketball League Forfei...	80.00
				Vendor 12703 - Clifford Sims Total:	80.00
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
531187	09/05/2023	Clinical Laboratory of San Ber...	2301282	Water Quality Report July 23	1,451.00
				Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:	1,451.00
Vendor: 4040 - Colonial Insurance Co.					
10921	08/18/2023	Colonial Insurance Co.	August 23	Employee Life/Accident Insur...	474.33
10921	08/18/2023	Colonial Insurance Co.	August 23	Employee Life/Accident Insur...	453.82
10921	08/18/2023	Colonial Insurance Co.	August 23	Employee Life/Accident Insur...	220.87
10921	08/18/2023	Colonial Insurance Co.	August 23	Employee Life/Accident Insur...	80.09
10921	08/18/2023	Colonial Insurance Co.	August 23	Employee Life/Accident Insur...	73.62

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10921	08/18/2023	Colonial Insurance Co.	August 23	Employee Life/Accident Insur...	97.04
				Vendor 4040 - Colonial Insurance Co.	Total: 1,399.77
Vendor: 7371 - Corporate Payment Systems					
531188	09/05/2023	Corporate Payment Systems	L. Hernandez 072523	2023 Nissan Leaf-Upper LED Li...	565.00
				Vendor 7371 - Corporate Payment Systems	Total: 565.00
Vendor: 12721 - Cory Zedler					
531189	09/05/2023	Cory Zedler	080323	Reimbursement for 9V Batteri...	15.94
				Vendor 12721 - Cory Zedler Total:	15.94
Vendor: 12895 - David Doughty					
531190	09/05/2023	David Doughty	080823	Dial-A-Ride Refund	20.00
				Vendor 12895 - David Doughty Total:	20.00
Vendor: 12704 - David Evans & Associates, Inc.					
531191	09/05/2023	David Evans & Associates, Inc.	542796	Engineering Design-Street Rec...	919.50
531191	09/05/2023	David Evans & Associates, Inc.	542798	Engineering Design-Street Rec...	11,889.95
				Vendor 12704 - David Evans & Associates, Inc. Total:	12,809.45
Vendor: 1075 - Department of Justice					
531192	09/05/2023	Department of Justice	673662	Live Scan July 23	64.00
				Vendor 1075 - Department of Justice	Total: 64.00
Vendor: 7301 - Discount Playground Supply, Inc.					
531193	09/05/2023	Discount Playground Supply, l...	18451	Fast Patch Poured-in-Place Sur...	529.03
531193	09/05/2023	Discount Playground Supply, l...	18451	Fast Patch Binder 1 qt	334.96
				Vendor 7301 - Discount Playground Supply, Inc. Total:	863.99
Vendor: 7438 - Duke Service Center, Inc.					
531194	09/05/2023	Duke Service Center, Inc.	073123	Pak	957.27
531194	09/05/2023	Duke Service Center, Inc.	073123	Street	990.52
531194	09/05/2023	Duke Service Center, Inc.	073123	Water	115.64
				Vendor 7438 - Duke Service Center, Inc.	Total: 2,063.43
Vendor: 12290 - Duncan's Soo Bahk Do, LLC					
531195	09/05/2023	Duncan's Soo Bahk Do, LLC	082323	Karate Class Instructor	2,090.20
				Vendor 12290 - Duncan's Soo Bahk Do, LLC Total:	2,090.20
Vendor: 12841 - Eckersall, LLC					
531196	09/05/2023	Eckersall, LLC	20230080	Geographic Information Syst...	625.00
				Vendor 12841 - Eckersall, LLC Total:	625.00
Vendor: 2095 - Ewing Irrigation Products					
531197	09/05/2023	Ewing Irrigation Products	20179403	4 Tine Manure Fork Wood Ha...	84.97
531197	09/05/2023	Ewing Irrigation Products	20179403	Aluminum Western Scoop D-...	66.14
531197	09/05/2023	Ewing Irrigation Products	20196442	1/2 Sch 40 PVC Be Pipe	13.22
531197	09/05/2023	Ewing Irrigation Products	20341469	1" Heavy Duty Bypass Pruner	29.76
531197	09/05/2023	Ewing Irrigation Products	20341469	Corona Sharpening Tool	10.47
531197	09/05/2023	Ewing Irrigation Products	20341469	5-inch Turf Pop-up Rotor	49.61
531197	09/05/2023	Ewing Irrigation Products	20341469	PVC Cement W/Brush	15.98
531197	09/05/2023	Ewing Irrigation Products	20341469	P-70 Purple Primer	13.42
531197	09/05/2023	Ewing Irrigation Products	20341537	3/4 Sch 40 PVC	13.95
				Vendor 2095 - Ewing Irrigation Products	Total: 297.52
Vendor: 7116 - Ferguson Waterworks #1083					
531198	09/05/2023	Ferguson Waterworks #1083	0007817	Reg E-Coder R900i (v4) C/F 3/4..	4,880.00
531198	09/05/2023	Ferguson Waterworks #1083	0007817	Reg E-Coder R900i (v4) C/F 1 ...	4,880.00
531198	09/05/2023	Ferguson Waterworks #1083	0007817	Reg E-Coder R900i (v4) C/F 5/8..	4,880.00
531198	09/05/2023	Ferguson Waterworks #1083	0007817	Meter Registers-Freight	80.00
				Vendor 7116 - Ferguson Waterworks #1083	Total: 14,720.00
Vendor: 4663 - Florencio Ochoa					
531199	09/05/2023	Florencio Ochoa	081123	Reimbursement for Work Boo...	250.00
				Vendor 4663 - Florencio Ochoa	Total: 250.00
Vendor: 12061 - GovInvest Inc.					
531200	09/05/2023	GovInvest Inc.	2022-4377	FY 2023 GASB 75 Full Valuatio...	1,650.00

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531200	09/05/2023	GovInvest Inc.	2022-4377	FY 2023 GASB 75 Full Valuatio...	1,650.00
Vendor 12061 - GovInvest Inc. Total:					3,300.00
Vendor: 3070 - Grainger					
531201	09/05/2023	Grainger	9801481475	Diamond-Tipped Core Bit, 4"	412.72
531201	09/05/2023	Grainger	9801481475	Gasket Adapter	11.06
531201	09/05/2023	Grainger	9801481483	Coring Rig Vacuum Pump Ass...	742.88
531201	09/05/2023	Grainger	9801739831	Half Mask Respirator Kit	164.40
Vendor 3070 - Grainger Total:					1,331.06
Vendor: 6818 - Granicus, Inc.					
531202	09/05/2023	Granicus, Inc.	167531	City Council Meeting Software...	9,988.00
531202	09/05/2023	Granicus, Inc.	167531	City Council Meeting Software...	9,988.00
531202	09/05/2023	Granicus, Inc.	19976	Credit Memo-Member Voting...	-1,734.00
531202	09/05/2023	Granicus, Inc.	19976	Credit Memo-Member Voting...	-1,734.00
Vendor 6818 - Granicus, Inc. Total:					16,508.00
Vendor: 12683 - H2I Group Inc.					
531203	09/05/2023	H2I Group Inc.	229898	Basketball Hoop Cable Service	2,306.00
Vendor 12683 - H2I Group Inc. Total:					2,306.00
Vendor: 3036 - Harbor Freight Tools USA, Inc.					
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	8" Steel Pipe Wrench	5.50
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	5-3/4" Needle Nose Pliers	3.29
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	4 Pieces Heavy Duty Pry Bar S...	16.53
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	6 ft X 8 ft Canvas Tarp	27.55
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	1/2" X 7 ft Protect Wire Wrap	9.89
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	250L Collapsible Lantern	6.05
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	3/4 X 60 Ind. Electrical Tape	3.29
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	3/8" Socket Rail	3.29
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	1/2" X 20 ft Grade 70 Chain	110.24
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	12 Outlet 4 ft Power Strip	19.83
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1020631	9000 lb. Capacity 3 in. x 30 ft. ...	30.86
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1021837	Nitrile Gloves 50 Pieces	16.53
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1021837	Nitrile Gloves 50 Pieces	14.32
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1022273	100 Watt Soldering Gun Kit	21.48
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1022273	Magnetic Glove/Tissue Dispen...	15.42
531204	09/05/2023	Harbor Freight Tools USA, Inc.	1022273	No-Squeeze Watering Nozzle ...	11.01
Vendor 3036 - Harbor Freight Tools USA, Inc. Total:					315.08
Vendor: 3312 - Hillyard Floor Care					
531205	09/05/2023	Hillyard Floor Care	605194156	Supper Shin-All Cleaner	370.75
Vendor 3312 - Hillyard Floor Care Total:					370.75
Vendor: 3052 - Home Depot Credit Services					
531206	09/05/2023	Home Depot Credit Services	1014581	Bottle Water	29.88
531206	09/05/2023	Home Depot Credit Services	1014581	Water Bottle Deposit	7.20
531206	09/05/2023	Home Depot Credit Services	1014581	Toilet Paper 30 Mega Roll	41.87
531206	09/05/2023	Home Depot Credit Services	1014581	Paper Towel	35.81
531206	09/05/2023	Home Depot Credit Services	1014581	19 oz. Crisp Linen Disinfectant...	33.03
531206	09/05/2023	Home Depot Credit Services	1014581	Air Freshener 2-Pk	12.87
531206	09/05/2023	Home Depot Credit Services	1014581	Lysol Cleaner	6.37
531206	09/05/2023	Home Depot Credit Services	1014581	56 oz Handheld Multi-Purpose...	19.78
531206	09/05/2023	Home Depot Credit Services	1524607	3 oz. Clear Silicone Adhesive S...	6.58
531206	09/05/2023	Home Depot Credit Services	1634395	Freeze Odor Absorber	2.16
531206	09/05/2023	Home Depot Credit Services	1634395	64 oz. Cleaning Vinegar All Pu...	6.35
531206	09/05/2023	Home Depot Credit Services	1634395	14 in. x 14 in. Microfiber Cloth...	14.31
531206	09/05/2023	Home Depot Credit Services	1634395	128 fl. oz Antibacterial Hand S...	22.01
531206	09/05/2023	Home Depot Credit Services	1634395	144 oz Disinfecting All-Purpose...	27.50
531206	09/05/2023	Home Depot Credit Services	1634395	144 oz Pine All Purpose Multi-...	33.91
531206	09/05/2023	Home Depot Credit Services	2030051	Lumber Fee	0.23
531206	09/05/2023	Home Depot Credit Services	2030051	2 x 4 x 8 ft Lumber	4.00
531206	09/05/2023	Home Depot Credit Services	2030051	Thread Wood Screws (1 lb./Pa...	10.56
531206	09/05/2023	Home Depot Credit Services	2030051	.75" X 5.51" X 10 ft Lumber	22.69

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531206	09/05/2023	Home Depot Credit Services	2091817	1 Gal. Multi-Purpose Cleaner ...	22.01	
531206	09/05/2023	Home Depot Credit Services	2091817	144 oz All Purpose Multi-Surfa...	16.96	
531206	09/05/2023	Home Depot Credit Services	2091817	Clorale Bleach Concentrated 1...	7.00	
531206	09/05/2023	Home Depot Credit Services	2091817	64 oz Vinegar All Purpose Cle...	6.35	
531206	09/05/2023	Home Depot Credit Services	2091817	13 oz Waterproof Outdoor Sea..	8.24	
531206	09/05/2023	Home Depot Credit Services	2373438	Yellow Safety Vest	10.89	
531206	09/05/2023	Home Depot Credit Services	2373438	Yellow Safety Vest	33.01	
531206	09/05/2023	Home Depot Credit Services	3512934	4" Heat Shrink Tubing Assort...	2.65	
531206	09/05/2023	Home Depot Credit Services	3512934	Ant Killer Liquid Bait 6-Pk	6.58	
531206	09/05/2023	Home Depot Credit Services	3512934	Carriage Bolt Stainless Steel3/...	8.71	
531206	09/05/2023	Home Depot Credit Services	3512934	Hex Nut Stainless Steel 3/8	1.32	
531206	09/05/2023	Home Depot Credit Services	3640092	128 oz Industrial Purple Degre...	15.13	
531206	09/05/2023	Home Depot Credit Services	3640092	50 oz Handheld Sprayer	9.89	
531206	09/05/2023	Home Depot Credit Services	4012160	Water Bottle Deposit	9.60	
531206	09/05/2023	Home Depot Credit Services	4012160	Bottle Water	39.84	
531206	09/05/2023	Home Depot Credit Services	4141061	1/4" 316 Stainless Steel Reduc...	43.86	
531206	09/05/2023	Home Depot Credit Services	4141061	1/4" x 3' S80 304/304L Stainle...	257.54	
531206	09/05/2023	Home Depot Credit Services	4141061	1/4" x 6' S40 304/304L Stainle...	289.83	
531206	09/05/2023	Home Depot Credit Services	4837036	23" X 35" High Quality Dry	40.34	
531206	09/05/2023	Home Depot Credit Services	5030253	Bottle Water	19.92	
531206	09/05/2023	Home Depot Credit Services	5030253	Water Bottle Deposit	4.80	
531206	09/05/2023	Home Depot Credit Services	5030253	18 in. 14 Pocket Zippered Tool	33.05	
531206	09/05/2023	Home Depot Credit Services	5030253	Jaw Locking Pliers Set 2-Piece	30.84	
531206	09/05/2023	Home Depot Credit Services	5030253	Pliers Set 4-Piece	30.84	
531206	09/05/2023	Home Depot Credit Services	5030253	Adjustable Wrench Set 3-Piece	27.53	
531206	09/05/2023	Home Depot Credit Services	5030253	25 ft Tape Measure with Fract..	18.71	
531206	09/05/2023	Home Depot Credit Services	5030253	Wood Handle Folding Lock-Ba...	15.40	
531206	09/05/2023	Home Depot Credit Services	5030253	Screwdriver Set 15-Piece	36.35	
531206	09/05/2023	Home Depot Credit Services	5030253	3/8 in. Drive Mechanics Tool S...	86.98	
531206	09/05/2023	Home Depot Credit Services	5030253	Safety Glasses	30.07	
531206	09/05/2023	Home Depot Credit Services	5030253	2.5 Gal All-Purpose Cleaner	24.23	
531206	09/05/2023	Home Depot Credit Services	5030253	Evaporative Clima Band	18.83	
531206	09/05/2023	Home Depot Credit Services	5030253	Duck Canvas Glove	18.01	
531206	09/05/2023	Home Depot Credit Services	5030253	32 oz Heavy Duty Pro Spray Bo..	8.78	
531206	09/05/2023	Home Depot Credit Services	5030253	Disposable Earplugs	14.31	
531206	09/05/2023	Home Depot Credit Services	5030253	3 in. x 1000 ft. Caution Tape	12.09	
531206	09/05/2023	Home Depot Credit Services	5030253	Replacement Respirator Cartr...	110.12	
531206	09/05/2023	Home Depot Credit Services	5092011	Two-Tone Hiviz Safety Vest	31.67	
531206	09/05/2023	Home Depot Credit Services	5092011	Black Folding Ear Muff	24.22	
531206	09/05/2023	Home Depot Credit Services	5092011	Firm Grip Duck Canvas Glove	18.01	
531206	09/05/2023	Home Depot Credit Services	5094895	48" Super Strong Bungee Cord...	11.00	
531206	09/05/2023	Home Depot Credit Services	5094895	Super Strong Bungee Assortm...	17.62	
531206	09/05/2023	Home Depot Credit Services	5094895	12" Reciprocating Saw Blades ...	26.43	
531206	09/05/2023	Home Depot Credit Services	5094895	MKE Torch 5-PK	23.49	
531206	09/05/2023	Home Depot Credit Services	5902912	Plier Stapler	13.50	
531206	09/05/2023	Home Depot Credit Services	7644175	Environment Fee	1.00	
531206	09/05/2023	Home Depot Credit Services	7644175	Battery Core Charge	15.00	
531206	09/05/2023	Home Depot Credit Services	7644175	Exide Sprinter Max S X 35	141.90	
531206	09/05/2023	Home Depot Credit Services	8392096	rystal Clear Sealant Caulk 10.1 ..	13.21	
531206	09/05/2023	Home Depot Credit Services	8392096	Vinyl Tube	16.55	
531206	09/05/2023	Home Depot Credit Services	8392096	1/2" PVC EL 90D SXS	2.95	
531206	09/05/2023	Home Depot Credit Services	8392096	1/2" PVC Tee	0.87	
531206	09/05/2023	Home Depot Credit Services	94761	3/4" MIP X 3" Nipple Brass	47.00	
531206	09/05/2023	Home Depot Credit Services	94761	3/4" MIP X 2" Nipple Brass	35.95	
				Vendor 3052 - Home Depot Credit Services	Total:	2,148.09
Vendor: 12708 - Jeremiah Estill						
531208	09/05/2023	Jeremiah Estill	2003847.001	Refund-Flag Football Div. 1 12...	45.00	
				Vendor 12708 - Jeremiah Estill Total:	45.00	

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7420 - JFS Care					
531209	09/05/2023	JFS Care	July 23	Services-Lifeline	741.00
				Vendor 7420 - JFS Care	Total: 741.00
Vendor: 12069 - Joe A. Gonsalves & Son					
531210	09/05/2023	Joe A. Gonsalves & Son	160970	Consulting Services August 23	3,000.00
				Vendor 12069 - Joe A. Gonsalves & Son Total:	3,000.00
Vendor: 12661 - John Endo					
531211	09/05/2023	John Endo	2004185.001	Refund-Gymnasium Deposit- ...	100.00
				Vendor 12661 - John Endo Total:	100.00
Vendor: 3887 - John L. Hunter & Associates					
531212	09/05/2023	John L. Hunter & Associates	LOM1MS412307	Consulting Services July 23	497.50
				Vendor 3887 - John L. Hunter & Associates	Total: 497.50
Vendor: 7498 - Johnson Controls Security Solutions					
531213	09/05/2023	Johnson Controls Security Solu...	39182046	Museum Security September...	281.37
				Vendor 7498 - Johnson Controls Security Solutions	Total: 281.37
Vendor: 12635 - Kiley & Associates, LLC					
531214	09/05/2023	Kiley & Associates, LLC	LO 230731	Consulting Services	3,333.33
				Vendor 12635 - Kiley & Associates, LLC Total:	3,333.33
Vendor: 12840 - Kimley-Horn and Associates, Inc.					
531215	09/05/2023	Kimley-Horn and Associates, I...	25620126	Traffic Consulting for Traffic Ca...	28,107.57
				Vendor 12840 - Kimley-Horn and Associates, Inc. Total:	28,107.57
Vendor: 3507 - L&B Pipe and Supply Co.					
531216	09/05/2023	L&B Pipe and Supply Co.	S116206799.001	Oatey 1-1/2 P-Trap-17 GA Grn...	27.64
531216	09/05/2023	L&B Pipe and Supply Co.	S116206799.001	Oatey 1-1/2 X 12 20GA SGL FL...	9.46
531216	09/05/2023	L&B Pipe and Supply Co.	S116206799.001	Pasco 1-1/2 X 1-1/4 CP Brs SJ ...	2.75
				Vendor 3507 - L&B Pipe and Supply Co.	Total: 39.85
Vendor: 3130 - L.A. County Department of Animal Care & Control					
531217	09/05/2023	L.A. County Department of An...	July 23	Animal Housing July 23	-1,560.00
531217	09/05/2023	L.A. County Department of An...	July 23	Animal Housing July 23	7,042.60
				Vendor 3130 - L.A. County Department of Animal Care & Control	Total: 5,482.60
Vendor: 3510 - L.A. County Department of Public Works					
531219	09/05/2023	L.A. County Department of Pu...	IN230000927	Street Light Assessment FY 20...	544.00
				Vendor 3510 - L.A. County Department of Public Works	Total: 544.00
Vendor: 3187 - L.A. County Department of Public Works					
531218	09/05/2023	L.A. County Department of Pu...	RE-PW-23081400359	Industrial Waste June 23	1,578.27
531218	09/05/2023	L.A. County Department of Pu...	RE-PW-23081400430	Traffic Engineering Advisory J...	461.68
				Vendor 3187 - L.A. County Department of Public Works Total:	2,039.95
Vendor: 3048 - L.A. County Sheriff's Department					
531221	09/05/2023	L.A. County Sheriff's Departm...	240044EC	July 23	312,830.72
531221	09/05/2023	L.A. County Sheriff's Departm...	240044EC	July 23	18,883.78
531221	09/05/2023	L.A. County Sheriff's Departm...	240044EC	July 23	39,705.74
531221	09/05/2023	L.A. County Sheriff's Departm...	240185DL	Traffic Enforcement July 23	2,885.50
531221	09/05/2023	L.A. County Sheriff's Departm...	240186DL	Firework Suppression 7/4/23-...	2,127.60
				Vendor 3048 - L.A. County Sheriff's Department	Total: 376,433.34
Vendor: 7529 - L.A. County Sheriff's Department					
531220	09/05/2023	L.A. County Sheriff's Departm...	090823	Employee Garnishment-Pay D...	334.75
				Vendor 7529 - L.A. County Sheriff's Department Total:	334.75
Vendor: 12247 - LegalShield					
531222	09/05/2023	LegalShield	August 23	Employee Legal Insurance Be...	88.45
				Vendor 12247 - LegalShield Total:	88.45
Vendor: 6442 - Lincoln National Life Insurance Co.					
10939	09/01/2023	Lincoln National Life Insuranc...	4587465285	Employee Life/STD/LTD Insur...	219.80
10939	09/01/2023	Lincoln National Life Insuranc...	4587465285	Employee Life/STD/LTD Insur...	34.84
10939	09/01/2023	Lincoln National Life Insuranc...	4587465285	Employee Life/STD/LTD Insur...	109.05
10939	09/01/2023	Lincoln National Life Insuranc...	4587465285	Employee Life/STD/LTD Insur...	21.84
10939	09/01/2023	Lincoln National Life Insuranc...	4587465285	Employee Life/STD/LTD Insur...	34.83

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10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	171.05
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	5.20
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	27.25
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	5.20
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	29.86
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	244.54
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	46.80
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	10.40
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	44.28
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	87.54
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	20.28
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	41.60
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	168.65
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	116.83
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	20.80
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	163.63
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	54.60
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	67.32
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	20.80
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	3.12
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	13.55
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	6.76
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	50.81
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	6.24
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	30.65
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	134.99
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	27.56
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	5.20
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	29.16
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	430.23
10939	09/01/2023	Lincoln National Life Insurance..	4587465285	Employee Life/STD/LTD Insur...	101.92
				Vendor 6442 - Lincoln National Life Insurance Co.	Total: 2,607.18

Vendor: 3564 - Lomita Kiwanis Foundation

531223	09/05/2023	Lomita Kiwanis Foundation	082523	Annual Lomita Fire & Sheriff's ...	500.00
				Vendor 3564 - Lomita Kiwanis Foundation Total:	500.00

Vendor: 3317 - Lomita Obedience Training Club

531224	09/05/2023	Lomita Obedience Training Cl...	081523	Dog Obedience Class Instructor	4,209.80
				Vendor 3317 - Lomita Obedience Training Club Total:	4,209.80

Vendor: 6020 - Mark Waronek

531225	09/05/2023	Mark Waronek	080923-01	Reimbursement for Mileage, ...	785.85
531225	09/05/2023	Mark Waronek	080923-02	Reimbursement for Mileage, A..	2,738.41
531225	09/05/2023	Mark Waronek	080923-03	Reimbursement for Mileage a...	1,779.68
531225	09/05/2023	Mark Waronek	080923-04	Reimbursement for Mileage, ...	722.82
531225	09/05/2023	Mark Waronek	080923-05	Reimbursement for Mileage a...	2,076.46
531225	09/05/2023	Mark Waronek	080923-06	Reimbursement for Mileage a...	140.91
531225	09/05/2023	Mark Waronek	081423	Reimbursement for CCCA Boa...	25.00
				Vendor 6020 - Mark Waronek	Total: 8,269.13

Vendor: 3820 - Michael Whiting

531226	09/05/2023	Michael Whiting	2-2023	Basketball Camp/Instructor Fee	12,835.00
531226	09/05/2023	Michael Whiting	2-2023	Basketball Camp/Instructor Fee	2,000.00
531226	09/05/2023	Michael Whiting	2-2023	Basketball Camp/Instructor Fee	1,000.00
				Vendor 3820 - Michael Whiting	Total: 15,835.00

Vendor: 7377 - MidAmerica Administrative & Retirement Solutions

10938	08/16/2023	MidAmerica Administrative &...	081623	AUL Health Benefit Trust	50,000.00
				Vendor 7377 - MidAmerica Administrative & Retirement Solutions Total:	50,000.00

Vendor: 7203 - Mirage Carwash

531227	09/05/2023	Mirage Carwash	2146	Car Wash	124.15
				Vendor 7203 - Mirage Carwash Total:	124.15

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3217 - MissionSquare Retirement					
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	12,254.75
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	365.26
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	330.87
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	137.84
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	157.29
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	362.77
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	174.55
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	269.50
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	257.10
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	101.47
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	292.36
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	234.78
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	29.14
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	12.71
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	90.00
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	139.01
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	157.29
10941	08/24/2023	MissionSquare Retirement	PD082523	Deferred Compensation Pay D...	<u>1,127.61</u>
Vendor 3217 - MissionSquare Retirement Total:					16,494.30
Vendor: 7465 - MSW Consultants, Inc.					
531228	09/05/2023	MSW Consultants, Inc.	703	Constulting Services-SB 1383	3,176.25
Vendor 7465 - MSW Consultants, Inc. Total:					3,176.25
Vendor: 7496 - Numa Networks					
531229	09/05/2023	Numa Networks	34979	Install Card Reading Software ...	97.50
Vendor 7496 - Numa Networks Total:					97.50
Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp					
531230	09/05/2023	Occupational Health Centers o...	80222361	Pre-Employee Physical Exam	104.00
Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:					104.00
Vendor: 4690 - Octavio Becerra					
531231	09/05/2023	Octavio Becerra	082423	Reimbursement for SWRCB Ce...	90.00
531231	09/05/2023	Octavio Becerra	082423	Reimbursement for Rain Gear	60.63
531231	09/05/2023	Octavio Becerra	082423	Reimbursement for Work Jack...	80.63
531231	09/05/2023	Octavio Becerra	082423	Reimbursement for Work Pan...	250.00
531231	09/05/2023	Octavio Becerra	082423	Reimbursement for Work Boo...	200.00
531231	09/05/2023	Octavio Becerra	082523	Wellness Reimbursement	<u>150.00</u>
Vendor 4690 - Octavio Becerra Total:					831.26
Vendor: 6594 - Office Depot Business Solutions, LLC					
531232	09/05/2023	Office Depot Business Solutio...	315292941001	Parchment Paper, 24 Lb, 8 1/2...	31.37
531232	09/05/2023	Office Depot Business Solutio...	315292941001	Sticky Notes, 900 Total Notes	13.14
531232	09/05/2023	Office Depot Business Solutio...	315292941001	Green Tea Bags, Carton Of 60	9.99
531232	09/05/2023	Office Depot Business Solutio...	321911555001	File Folder Jacket 25-Pk	26.45
531232	09/05/2023	Office Depot Business Solutio...	321911555001	Copy Paper	109.12
531232	09/05/2023	Office Depot Business Solutio...	323862237001	Toner 410A Black	88.93
531232	09/05/2023	Office Depot Business Solutio...	326574845001	Round Stick Med Black	1.20
531232	09/05/2023	Office Depot Business Solutio...	326574845001	Retract Pen	8.26
531232	09/05/2023	Office Depot Business Solutio...	326574845001	Round Stick Med Blue	1.20
531232	09/05/2023	Office Depot Business Solutio...	326574845001	431 Cyan Toner Cartridge	<u>89.29</u>
Vendor 6594 - Office Depot Business Solutions, LLC Total:					378.95
Vendor: 7143 - Onward Engineering					
531233	09/05/2023	Onward Engineering	7052	Engineering Design-247th Str...	2,324.05
531233	09/05/2023	Onward Engineering	7075	Engineering Design-247th Str...	11,573.95
531233	09/05/2023	Onward Engineering	7075	Engineering Design-247th Str...	<u>2,349.87</u>
Vendor 7143 - Onward Engineering Total:					16,247.87
Vendor: 4105 - Pacific Western Bank					
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	2,364.54
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	16,670.48
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	9.47

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	254.92	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	101.55	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	152.79	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	29.45	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	21.30	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	47.01	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	4.06	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	226.91	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	114.80	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	12.89	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	120.22	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	20.02	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	90.59	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	48.83	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	121.98	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	13.88	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	139.70	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	22.49	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	76.28	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	10.09	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	12.85	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	1.11	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	61.25	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	29.40	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	131.80	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	29.93	
10942	08/24/2023	Pacific Western Bank	PE081823	Federal & Medicare Taxes-Pay...	458.88	
10943	08/24/2023	Pacific Western Bank	PE081823A	State Tax Withholdings Pay En...	6,418.36	
Vendor 4105 - Pacific Western Bank					Total:	27,817.83

Vendor: 4080 - PERS Long-Term Care Program

531234	09/05/2023	PERS Long-Term Care Program	15042651	Employee Long Term Care Ins...	336.88
531234	09/05/2023	PERS Long-Term Care Program	15042651	Employee Long Term Care Ins...	59.45
Vendor 4080 - PERS Long-Term Care Program Total:					396.33

Vendor: 12847 - Peter Nishita

531235	09/05/2023	Peter Nishita	2004186.001	Refund-Gymnasium Deposit- ...	100.00
Vendor 12847 - Peter Nishita Total:					100.00

Vendor: 4597 - Pio Nunez

531236	09/05/2023	Pio Nunez	082123	Reimbursement for Work Pan...	250.00	
Vendor 4597 - Pio Nunez					Total:	250.00

Vendor: 7277 - Play-Well Teknologies

531237	09/05/2023	Play-Well Teknologies	DB23897	LEGO Summer Camp Instructor	1,827.00	
Vendor 7277 - Play-Well Teknologies					Total:	1,827.00

Vendor: 4090 - Public Employee Retirement System

10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	12,725.51
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	26.56
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	831.92
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	963.19
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	319.73
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	179.32
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	234.71
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	276.88
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	517.86
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	581.70
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	139.03
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	159.22
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	1,308.53
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	171.51
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	296.05
10937	08/16/2023	Public Employee Retirement S...	PE080423	Retirement Contributions-Pay...	330.14

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10944	08/25/2023	Public Employee Retirement S...	PE081823	Retirement Contributions-Pay...	159.23
10944	08/25/2023	Public Employee Retirement S...	PE081823	Retirement Contributions-Pay...	719.24
10944	08/25/2023	Public Employee Retirement S...	PE081823	Retirement Contributions-Pay...	1,206.02
10944	08/25/2023	Public Employee Retirement S...	PE081823	Retirement Contributions-Pay...	1,154.18
				Vendor 4090 - Public Employee Retirement System	Total: 56,187.42
Vendor: 12844 - Qusai Smirat					
531238	09/05/2023	Qusai Smirat	7A2AB210-0004	Grad Sign Numbers-Sales Tax	-330.05
531238	09/05/2023	Qusai Smirat	7A2AB210-0004	Grad Sign Numbers-4ft Marqu...	3,550.05
				Vendor 12844 - Qusai Smirat Total:	3,220.00
Vendor: 4532 - Rafael Mendoza					
531239	09/05/2023	Rafael Mendoza	08032023	Reimbursement for Five Pairs ...	250.00
				Vendor 4532 - Rafael Mendoza	Total: 250.00
Vendor: 12754 - Recap Advisors, LLC					
531240	09/05/2023	Recap Advisors, LLC	0091150	Consulting Svcs-RAD Repositi...	737.50
				Vendor 12754 - Recap Advisors, LLC Total:	737.50
Vendor: 7126 - Reef Point Studios Inc.					
531241	09/05/2023	Reef Point Studios Inc.	4354	Red Cap SP24 Navy	316.97
531241	09/05/2023	Reef Point Studios Inc.	4354	Adidas A401 3/4 Zip-up Navy	264.59
531241	09/05/2023	Reef Point Studios Inc.	4354	American Apparel 1304 Long S...	209.48
531241	09/05/2023	Reef Point Studios Inc.	4354	Flex Fit Classic 6007 Navy Wat...	187.43
531241	09/05/2023	Reef Point Studios Inc.	4354	Red Cap SP24 Light Blue	158.48
531241	09/05/2023	Reef Point Studios Inc.	4354	Adidas A230 Navy Polo	127.89
531241	09/05/2023	Reef Point Studios Inc.	4354	Flex Fit 6277 Navy	374.85
				Vendor 7126 - Reef Point Studios Inc.	Total: 1,639.69
Vendor: 12285 - Roadline Products Inc. USA					
531242	09/05/2023	Roadline Products Inc. USA	18928	School Bus Signs	608.30
				Vendor 12285 - Roadline Products Inc. USA Total:	608.30
Vendor: 7517 - Ronald Uyesato					
531243	09/05/2023	Ronald Uyesato	2-2023	Camp Lead Staff Fee and Staff...	1,600.00
				Vendor 7517 - Ronald Uyesato	Total: 1,600.00
Vendor: 12777 - Runyon Surface Prep Co., LLC					
531244	09/05/2023	Runyon Surface Prep Co., LLC	INV548074	Grinder Repair Part	191.69
				Vendor 12777 - Runyon Surface Prep Co., LLC Total:	191.69
Vendor: 3134 - S & J Supply Co., Inc.					
531245	09/05/2023	S & J Supply Co., Inc.	S100216676.001	6" PLT HYD Break Off B&N Set	33.08
531245	09/05/2023	S & J Supply Co., Inc.	S100216676.001	Fire Hydrant 4" X 2-1/2" W/1-...	3,939.51
531245	09/05/2023	S & J Supply Co., Inc.	S100216676.001	5/8" X 3" 6 Hole	30.87
531245	09/05/2023	S & J Supply Co., Inc.	S100216676.001	6" X 1/8" 150# Red Buber Ring...	18.74
				Vendor 3134 - S & J Supply Co., Inc.	Total: 4,022.20
Vendor: 6750 - Samurai Action Studio, Inc.					
531246	09/05/2023	Samurai Action Studio, Inc.	080923	Gymnastics Instructor	840.00
				Vendor 6750 - Samurai Action Studio, Inc.	Total: 840.00
Vendor: 7233 - Siteone Landscape Supply, LLC					
531247	09/05/2023	Siteone Landscape Supply, LLC	133348195-001	Molded Nipple SCH 80 PVC 1/...	36.93
531247	09/05/2023	Siteone Landscape Supply, LLC	133348195-001	Molded Nipple SCH 80 PVC 1/...	13.23
531247	09/05/2023	Siteone Landscape Supply, LLC	133348195-001	SCH 40 PVC Reducing Bushing...	94.65
531247	09/05/2023	Siteone Landscape Supply, LLC	133348195-001	5/8" Proline Hose Gold 50 ft	101.36
531247	09/05/2023	Siteone Landscape Supply, LLC	133607038-001	Water Removal Suction Pump...	54.05
				Vendor 7233 - Siteone Landscape Supply, LLC	Total: 300.22
Vendor: 7320 - Sonsray Machinery LLC.					
531248	09/05/2023	Sonsray Machinery LLC.	SWO015069-1	2013 Freightliner Dump Truck...	449.12
531248	09/05/2023	Sonsray Machinery LLC.	SWO015069-1	2013 Freightliner Dump Truck...	93.00
531248	09/05/2023	Sonsray Machinery LLC.	SWO015069-1	2013 Freightliner Dump Truck...	400.00
531248	09/05/2023	Sonsray Machinery LLC.	SWO020561-1	Backhoe 580SM Battery Repla...	125.00
531248	09/05/2023	Sonsray Machinery LLC.	SWO020561-1	Backhoe 580SM Battery & Su...	341.38
531248	09/05/2023	Sonsray Machinery LLC.	SWO020561-1	Backhoe 580SM Battery Repla...	680.00
531248	09/05/2023	Sonsray Machinery LLC.	SWO021850-1	Backhoe 580SM Battery-Suppl...	84.53

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
531248	09/05/2023	Sonsray Machinery LLC.	SWO021850-1	Backhoe 580SM Battery-Labor	510.00	
531248	09/05/2023	Sonsray Machinery LLC.	SWO021850-1	Backhoe 580SM Battery-Zone 2	125.00	
531248	09/05/2023	Sonsray Machinery LLC.	SWO022534-1	Backhoe 580L Repair-Labor	392.70	
531248	09/05/2023	Sonsray Machinery LLC.	SWO022534-1	Backhoe 580L Repair-Supplies	65.09	
531248	09/05/2023	Sonsray Machinery LLC.	SWO022534-1	Backhoe 580L Repair-Zone 2	125.00	
531248	09/05/2023	Sonsray Machinery LLC.	SWO028864-1	580SM Backhoe Repair-Labor	1,018.30	
531248	09/05/2023	Sonsray Machinery LLC.	SWO028864-1	580SM Backhoe Repair-Parts	920.13	
531248	09/05/2023	Sonsray Machinery LLC.	SWO24906-1	2005 Brush Chipper Repair-La...	1,470.50	
531248	09/05/2023	Sonsray Machinery LLC.	SWO24906-1	2005 Brush Chipper Repair-Zo...	200.00	
531248	09/05/2023	Sonsray Machinery LLC.	SWO24906-1	2005 Brush Chipper Repair-Su...	165.09	
				Vendor 7320 - Sonsray Machinery LLC.	Total:	7,164.84

Vendor: 3544 - South Bay Cities Council of Governments

531249	09/05/2023	South Bay Cities Council of Go...	Sept 23	Monthly City Manager's Meet...	45.00
				Vendor 3544 - South Bay Cities Council of Governments Total:	45.00

Vendor: 5050 - Southern California Edison Co.

531160	08/23/2023	Southern California Edison Co.	700007178650-080923	Narbonne Pedestrian Crosswa...	49.66	
531160	08/23/2023	Southern California Edison Co.	700012123226-082123	Landscape Maint. District #1	16.09	
531160	08/23/2023	Southern California Edison Co.	700037130331-081623	City Hall	10,049.67	
531160	08/23/2023	Southern California Edison Co.	700154659268-081423	Traffic Signals	33.25	
531160	08/23/2023	Southern California Edison Co.	700315053620-081623	Lomita Park	14.40	
531160	08/23/2023	Southern California Edison Co.	700480902095-082123	Narbonne Pedestrian Crosswa...	147.80	
531160	08/23/2023	Southern California Edison Co.	700492524416-080923	Hathaway Park	30.77	
				Vendor 5050 - Southern California Edison Co.	Total:	10,341.64

Vendor: 1005 - Southern California News Group

531250	09/05/2023	Southern California News Gro...	073123	Ads-Adopted Ordinance #854	279.82	
				Vendor 1005 - Southern California News Group	Total:	279.82

Vendor: 12456 - Sportball

531251	09/05/2023	Sportball	081423	Comprehensive Sports Class In...	2,663.50
				Vendor 12456 - Sportball Total:	2,663.50

Vendor: 12863 - Tetra Tech Inc

531252	09/05/2023	Tetra Tech Inc	52107823	New Roof Design for Appian ...	5,767.77
				Vendor 12863 - Tetra Tech Inc Total:	5,767.77

Vendor: 6085 - Thompson Building Materials

531253	09/05/2023	Thompson Building Materials	IV-153396	Drywall Screw 7 X 2	9.56	
531253	09/05/2023	Thompson Building Materials	IV-153396	Atlas Black Nitrile Glove	16.32	
531253	09/05/2023	Thompson Building Materials	IV-153457	Folding Utility Knife	31.75	
531253	09/05/2023	Thompson Building Materials	IV-153457	HD Utility Blades 5-PK	1.61	
531253	09/05/2023	Thompson Building Materials	IV-153467	5/8 x 75 Water Hose	125.46	
531253	09/05/2023	Thompson Building Materials	IV-153530	Bucket 5 Gal	6.50	
531253	09/05/2023	Thompson Building Materials	IV-153530	Hydro Sponge	6.62	
531253	09/05/2023	Thompson Building Materials	IV-153588	Returning Sir Mix Pallet	-33.08	
531253	09/05/2023	Thompson Building Materials	IV-153591	Returning Pallet	-66.15	
531253	09/05/2023	Thompson Building Materials	IV-153852	Sir Mix 90 lb Concrete Mix	74.42	
531253	09/05/2023	Thompson Building Materials	IV-153890	Super Soft Kneepads	60.44	
531253	09/05/2023	Thompson Building Materials	IV-154030	Plaster Sand Scoop	43.45	
531253	09/05/2023	Thompson Building Materials	IV-154052	Plaster Sand Scoop	260.70	
531253	09/05/2023	Thompson Building Materials	IV-154064	Round Point Shovel With Hand..	16.58	
531253	09/05/2023	Thompson Building Materials	IV-154064	Square Point Shovel With Han...	17.19	
531253	09/05/2023	Thompson Building Materials	IV-154064	24" Blblue Push Broom	125.97	
531253	09/05/2023	Thompson Building Materials	IV-154239	1.5 GA Import Tie Wire	5.30	
531253	09/05/2023	Thompson Building Materials	IV-154239	Rebar 1/2 DMSTC	185.88	
				Vendor 6085 - Thompson Building Materials	Total:	888.52

Vendor: 12170 - T-Mobile

531254	09/05/2023	T-Mobile	082023	City Mobile Internet-Code Enf...	25.89
531254	09/05/2023	T-Mobile	082023	City Mobile Internet-Manage...	19.74
531254	09/05/2023	T-Mobile	082023	City Mobile Internet-Recreati...	29.40
531254	09/05/2023	T-Mobile	082023	City Mobile Internet-Park 6594	25.89

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
531254	09/05/2023	T-Mobile	082023	City Mobile Interne-Water 40...	29.40
Vendor 12170 - T-Mobile Total:					130.32
Vendor: 7451 - TPX Communications					
531161	08/23/2023	TPX Communications	17357786-0	Internet & Phone Services Au...	1,059.09
531161	08/23/2023	TPX Communications	17357786-0	Internet & Phone Services Au...	1,059.09
Vendor 7451 - TPX Communications Total:					2,118.18
Vendor: 9100 - Tripepi Smith and Associates					
531255	09/05/2023	Tripepi Smith and Associates	10369	Video Production Services	973.76
531255	09/05/2023	Tripepi Smith and Associates	10490	Website Content Developmen...	1,030.00
531255	09/05/2023	Tripepi Smith and Associates	10565	Citywide Communication & E...	48.20
531255	09/05/2023	Tripepi Smith and Associates	10565	Citywide Communication & E...	1,213.26
531255	09/05/2023	Tripepi Smith and Associates	10644	Annual Website Hosting	620.00
531255	09/05/2023	Tripepi Smith and Associates	10669	Website Content Developmen...	1,030.00
Vendor 9100 - Tripepi Smith and Associates Total:					4,915.22
Vendor: 6477 - Verizon Wireless Government Mkts					
531256	09/05/2023	Verizon Wireless Government...	9942073105	City Council	98.78
531256	09/05/2023	Verizon Wireless Government...	9942073105	City Manager	49.64
531256	09/05/2023	Verizon Wireless Government...	9942073105	Emergency (Mifi 1)	19.74
531256	09/05/2023	Verizon Wireless Government...	9942073105	Community & Economic Deve...	127.18
531256	09/05/2023	Verizon Wireless Government...	9942073105	Facilities	51.93
531256	09/05/2023	Verizon Wireless Government...	9942073105	Recreation	97.65
531256	09/05/2023	Verizon Wireless Government...	9942073105	Park	38.95
531256	09/05/2023	Verizon Wireless Government...	9942073105	Public Work-Street	85.01
531256	09/05/2023	Verizon Wireless Government...	9942073105	Water	222.89
Vendor 6477 - Verizon Wireless Government Mkts Total:					791.77
Vendor: 4130 - Vision Service Plan (CA)					
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	617.98
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	42.46
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	33.27
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	60.77
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	45.90
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	29.94
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	27.55
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	45.90
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	22.95
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	78.03
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	45.92
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	3.44
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	3.44
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	9.18
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	41.68
531257	09/05/2023	Vision Service Plan (CA)	818558969	Employee Vision Insurance-Au...	142.38
Vendor 4130 - Vision Service Plan (CA) Total:					1,250.79
Vendor: 7373 - Wells Fargo Vendor Financial Services					
531258	09/05/2023	Wells Fargo Vendor Financial ...	5026268230	BP-70C55 Copier Lease August	338.21
Vendor 7373 - Wells Fargo Vendor Financial Services Total:					338.21
Vendor: 7063 - Westfield Electric					
531259	09/05/2023	Westfield Electric	3286	Install EV Charger-Materials	475.00
531259	09/05/2023	Westfield Electric	3286	Install EV Charger-Labor	770.00
Vendor 7063 - Westfield Electric Total:					1,245.00
Vendor: 12250 - William D. Uphoff					
531260	09/05/2023	William D. Uphoff	081523	Mileage Reimbursement	27.51
531260	09/05/2023	William D. Uphoff	081623	Reimbursement-Airfare & Con...	914.96
Vendor 12250 - William D. Uphoff Total:					942.47
Vendor: 6410 - Wow Toyz					
531261	09/05/2023	Wow Toyz	84534	Gift Shop Supplies-Sales Tax	-72.24
531261	09/05/2023	Wow Toyz	84534	Wooden Animal Train Set 7 pc	82.47
531261	09/05/2023	Wow Toyz	84534	Locomotive Pullback 12 pc	131.77

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
531261	09/05/2023	Wow Toyz	84534	Classic Train Set 20 pc	214.66
531261	09/05/2023	Wow Toyz	84534	Junior Classic Bump & Go Loc...	224.38
531261	09/05/2023	Wow Toyz	84534	Wooden Passenger Express Tr...	222.93
				Vendor 6410 - Wow Toyz	Total: 803.97
					Grand Total: 808,362.42

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	662,067.35
205 - State Gas Tax	11,737.28
211 - Measure W	497.50
215 - Community Development Block Grant	741.00
220 - Proposition A Local Return	8,932.14
245 - Landscape Maintenance District #1	262.26
255 - Park Athletic	1,755.00
311 - Street Improvement	43,724.94
510 - Water Operations	54,924.57
520 - Water Capital	22,015.64
611 - Park Equipment Replacement	-99.23
720 - Railroad Museum Foundation	803.97
730 - Tom Rico Memorial	1,000.00
Grand Total:	808,362.42

Account Summary

Account Number	Account Name	Payment Amount
100-000-2210.000	Sales Tax Withholding	-330.05
100-000-2508.000	Garnishment	565.51
100-000-2510.000	PERS	25,448.53
100-000-2524.000	Other Employee Deducti...	88.45
100-000-2535.000	Accident Insurance	1,361.75
100-000-2545.000	Vision Insurance	617.98
100-000-2550.000	Federal Withholding	19,035.02
100-000-2555.000	State Withholding	6,418.36
100-000-2560.000	Deferred Compensation	12,254.75
100-000-2563.000	Flex 125 Reimbursement	1,834.29
100-000-4465.000	Animal Care and Control	-1,560.00
100-000-4510.000	Park Rentals	200.00
100-110-5207.000	Medicare	9.47
100-110-5217.000	PERS Tier 3 (2%@62)	53.12
100-110-5415.000	Communications	98.78
100-110-5430.000	Conferences and Meetin...	9,711.60
100-110-5755.000	Special Department Supp..	567.06
100-120-5305.000	Legal Services	24,756.30
100-125-5205.000	Health Insurance	1,453.06
100-125-5207.000	Medicare	254.92
100-125-5215.000	PERS Tier 1 (2.5%@55)	1,663.85
100-125-5216.000	PERS Tier 2 (2%@60)	1,926.38
100-125-5217.000	PERS Tier 3 (2%@62)	639.45
100-125-5345.000	Contractual Services	10,295.28
100-125-5415.000	Communications	49.64
100-125-5430.000	Conferences and Meetin...	45.00
100-130-5205.000	Health Insurance	512.26
100-130-5207.000	Medicare	101.55
100-130-5215.000	PERS Tier 1 (2.5%@55)	358.64
100-130-5216.000	PERS Tier 2 (2%@60)	469.42
100-130-5217.000	PERS Tier 3 (2%@62)	553.76
100-130-5410.000	Advertising	279.82
100-130-5505.000	Office Supplies and Expe...	429.63
100-130-5755.000	Special Department Supp..	1,153.00
100-210-5205.000	Health Insurance	625.36
100-210-5207.000	Medicare	152.79
100-210-5215.000	PERS Tier 1 (2.5%@55)	1,035.72
100-210-5216.000	PERS Tier 2 (2%@60)	1,163.40
100-210-5217.000	PERS Tier 3 (2%@62)	278.05
100-210-5310.000	Auditors	1,650.00

Account Summary

Account Number	Account Name	Payment Amount
100-210-5505.000	Office Supplies and Expe...	87.40
100-230-5205.000	Health Insurance	189.74
100-230-5206.000	Health Insurance Retirees	50,000.00
100-230-5207.000	Medicare	29.45
100-230-5217.000	PERS Tier 3 (2%@62)	318.44
100-230-5345.000	Contractual Services	168.00
100-230-5755.000	Special Department Supp..	150.00
100-330-5320.000	Sheriff Contract	317,843.82
100-330-5321.000	Core Deputy	18,883.78
100-330-5323.000	Liability Trust Fund	39,705.74
100-333-5755.000	Special Department Supp..	19.74
100-335-5205.000	Health Insurance	35.06
100-335-5207.000	Medicare	68.31
100-335-5345.000	Contractual Services	2,890.80
100-335-5710.000	Equipment Maintenance	689.15
100-336-5325.000	Animal Care and Control	7,042.60
100-410-5205.000	Health Insurance	700.01
100-410-5207.000	Medicare	230.97
100-410-5217.000	PERS Tier 3 (2%@62)	2,617.06
100-410-5340.000	Professional Services	7,800.00
100-410-5345.000	Contractual Services	625.00
100-410-5415.000	Communications	172.81
100-410-5505.000	Office Supplies and Expe...	38.53
100-440-5345.000	Contractual Services	12,005.26
100-440-5415.000	Communications	1,550.59
100-440-5525.000	Equipment Under \$5k	1,035.71
100-440-5605.000	Rents and Leases	338.21
100-605-5205.000	Health Insurance	259.17
100-605-5207.000	Medicare	127.69
100-605-5216.000	PERS Tier 2 (2%@60)	343.02
100-605-5217.000	PERS Tier 3 (2%@62)	582.84
100-605-5345.000	Contractual Services	2,039.95
100-605-5505.000	Office Supplies and Expe...	75.18
100-610-5205.000	Health Insurance	503.33
100-610-5207.000	Medicare	120.22
100-610-5216.000	PERS Tier 2 (2%@60)	660.28
100-610-5217.000	PERS Tier 3 (2%@62)	741.65
100-710-5205.000	Health Insurance	513.25
100-710-5207.000	Medicare	110.61
100-710-5215.000	PERS Tier 1 (2.5%@55)	1,946.22
100-710-5217.000	PERS Tier 3 (2%@62)	639.90
100-710-5340.000	Professional Services	2,956.88
100-710-5405.000	Utilities	10,049.67
100-710-5415.000	Communications	51.93
100-710-5515.000	Uniform Expense	500.00
100-710-5705.000	General Maintenance	5,604.70
100-730-5205.000	Health Insurance	305.55
100-730-5207.000	Medicare	170.81
100-730-5215.000	PERS Tier 1 (2.5%@55)	2,075.21
100-730-5345.000	Contractual Services	24,465.50
100-730-5415.000	Communications	127.05
100-730-5515.000	Uniform Expense	148.78
100-735-5410.000	Advertising	54.75
100-735-5754.340	Basketball Camp Scholar...	2,000.00
100-735-5755.000	Special Department Supp..	3,550.05
100-735-5755.118	Founder's Day	1,412.47
100-740-5205.000	Health Insurance	809.86
100-740-5207.000	Medicare	153.58

Account Summary

Account Number	Account Name	Payment Amount
100-740-5215.000	PERS Tier 1 (2.5%@55)	661.37
100-740-5216.000	PERS Tier 2 (2%@60)	1,077.38
100-740-5217.000	PERS Tier 3 (2%@62)	290.54
100-740-5405.000	Utilities	45.17
100-740-5415.000	Communications	64.84
100-740-5505.000	Office Supplies and Expe...	49.44
100-740-5510.000	Small Tools	551.16
100-740-5515.000	Uniform Expense	694.86
100-740-5705.000	General Maintenance	2,232.83
100-740-5710.000	Equipment Maintenance	506.35
100-740-5720.000	Fuel	957.27
100-750-5207.000	Medicare	22.49
100-750-5415.000	Communications	24.53
100-750-5705.000	General Maintenance	330.94
205-610-5205.000	Health Insurance	532.92
205-610-5207.000	Medicare	86.37
205-610-5217.000	PERS Tier 3 (2%@62)	701.85
205-610-5335.000	Maintenance & License ...	544.00
205-610-5405.000	Utilities	230.71
205-610-5415.000	Communications	85.01
205-610-5505.000	Office Supplies and Expe...	24.72
205-610-5510.000	Small Tools	439.44
205-610-5515.000	Uniform Expense	75.57
205-610-5705.000	General Maintenance	2,386.24
205-610-5710.000	Equipment Maintenance	5,639.93
205-610-5720.000	Fuel	990.52
211-347-5340.000	Professional Services	497.50
215-550-5345.000	Contractual Services	741.00
220-000-4705.000	Dial-A-Ride Fares	20.00
220-340-5205.000	Health Insurance	52.32
220-340-5207.000	Medicare	12.85
220-340-5215.000	PERS Tier 1 (2.5%@55)	188.76
220-340-5216.000	PERS Tier 2 (2%@60)	67.06
220-340-5217.000	PERS Tier 3 (2%@62)	36.92
220-340-5345.000	Contractual Services	8,554.23
245-720-5405.000	Utilities	16.09
245-720-5755.000	Special Department Supp..	246.17
255-000-4460.000	Park Athletic Fund Fees	45.00
255-760-5345.000	Contractual Services	1,710.00
311-810-5806.368	Street Reconstruction - ...	12,809.45
311-810-5806.373	Traffic Calming	28,107.57
311-810-5806.380	Sidewalk Improvement P...	2,807.92
510-110-5207.000	Medicare	1.11
510-110-5217.000	PERS Tier 3 (2%@62)	5.90
510-120-5305.000	Legal Services	1,426.80
510-125-5205.000	Health Insurance	213.26
510-125-5207.000	Medicare	61.25
510-125-5215.000	PERS Tier 1 (2.5%@55)	293.62
510-125-5216.000	PERS Tier 2 (2%@60)	642.14
510-130-5205.000	Health Insurance	139.37
510-130-5207.000	Medicare	29.40
510-130-5215.000	PERS Tier 1 (2.5%@55)	81.80
510-130-5216.000	PERS Tier 2 (2%@60)	134.12
510-130-5217.000	PERS Tier 3 (2%@62)	147.68
510-220-5205.000	Health Insurance	524.86
510-220-5207.000	Medicare	131.80
510-220-5215.000	PERS Tier 1 (2.5%@55)	303.64
510-220-5216.000	PERS Tier 2 (2%@60)	1,079.64

Account Summary

Account Number	Account Name	Payment Amount
510-220-5217.000	PERS Tier 3 (2%@62)	463.50
510-220-5310.000	Auditors	1,650.00
510-220-5505.000	Office Supplies and Expe...	65.47
510-230-5205.000	Health Insurance	191.65
510-230-5207.000	Medicare	29.93
510-230-5217.000	PERS Tier 3 (2%@62)	318.45
510-440-5345.000	Contractual Services	8,254.00
510-440-5415.000	Communications	1,059.09
510-440-5525.000	Equipment Under \$5k	220.49
510-630-5205.000	Health Insurance	2,342.03
510-630-5207.000	Medicare	458.88
510-630-5215.000	PERS Tier 1 (2.5%@55)	1,438.48
510-630-5216.000	PERS Tier 2 (2%@60)	2,409.68
510-630-5217.000	PERS Tier 3 (2%@62)	2,329.95
510-630-5339.000	Water Quality - Clinical L...	1,451.00
510-630-5340.000	Professional Services	1,213.26
510-630-5415.000	Communications	299.85
510-630-5435.000	Training and Education	90.00
510-630-5505.000	Office Supplies and Expe...	37.08
510-630-5510.000	Small Tools	25.32
510-630-5515.000	Uniform Expense	2,230.95
510-630-5705.000	General Maintenance	21,468.79
510-630-5710.000	Equipment Maintenance	1,524.91
510-630-5720.000	Fuel	115.64
510-630-5755.000	Special Department Supp..	19.78
520-840-5821.239	Appian Way Roof	5,767.77
520-840-5821.357	246th-247th-247th Pl - ...	16,247.87
611-910-5705.000	General Maintenance	-99.23
720-000-2210.000	Sales Tax Withholding	-72.24
720-750-5513.000	Museum Gift Shop Expe...	876.21
730-920-5755.000	Special Department Supp..	1,000.00
	Grand Total:	808,362.42

Project Account Summary

Project Account Key	Payment Amount
None	742,621.84
246th St., 247th Pl., 247th St.-Western	16,247.87
311-Street Reconstruction-Zone G	12,809.45
Appian Way Roof	5,767.77
Sidewalk Improvement Program	2,807.92
Traffic Calming	28,107.57
	Grand Total:
	808,362.42



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: September 5, 2023

SUBJECT: Establishment of a List of Best Qualified Firms to Provide As-Needed Construction Management, Construction Inspection, Construction Administration, and Material Testing Services

RECOMMENDATION

Receive and file the list of best qualified firms to provide construction management, construction inspection, construction administration and material testing services for City construction projects.

BACKGROUND

A Request for Proposals (RFP) for As-Needed Construction Management, Construction Inspection, Construction Administration and Material Testing Services was issued in early May 2023 to seventeen (17) qualified engineering firms. Nine (9) proposals were received on June 7, 2023, and were evaluated by staff based on criteria established in the RFP. After an in-depth review of the proposed engineering team qualifications and experience with similar projects, and recent relevant project experience from all the proposing firms, staff interviewed the four (4) highest ranking companies to determine which companies could best provide service for the City.

These (4) four companies were evaluated based upon relevant project experience in water main replacements, street rehabilitation projects as well as other relevant projects, inspection and construction management qualifications. Berg & Associates, Inc., Fountainhead and LAE Associates Inc. received the highest rankings as they possessed the best overall scope of work and understanding of the City's needs as outlined in the RFP. Therefore, staff recommends using the services of these three (3) companies to provide Construction Management, Construction Inspection, Construction Administration and Material Testing Services for the many up-coming diverse construction projects.

Prior to this, the City had issued an RFP for as-needed construction management, construction inspection, and material testing services in November 2018, and the City worked with a single firm. Since it has been nearly five years since requesting proposals, the City wanted to revisit available firms and their fit for the City. In addition, the City has many projects nearing the construction phase, so it is in the City's best interest to have multiple firms available to best match the project needs. At the time of construction for each specific project, the City will request task proposals from the three firms and bring contracts to the Council in accordance with the City's purchasing policies.

FISCAL IMPACT

None at this time.

OPTIONS

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

ATTACHMENTS

1. List of best qualified Construction Management Firms

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director

**Construction Management, Construction Inspection, Construction Administration
and Material Testing Services**

**Best Qualified List
September 5, 2023**

1. Berg & Associates, Inc.
2. Fountainhead
3. LAE Associates Inc.



CITY OF LOMITA CITY COUNCIL REPORT

TO: Planning Commission **Item No. 7e**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, AICP, Community & Economic Development Director

MEETING DATE: September 5, 2023

SUBJECT: Second Reading and Adoption of Ordinance No. 855 Approving Zoning Text Amendment No. 2023-08, an Ordinance of the City Council Approving Zoning Text Amendment 2023-08 Amending Various Sections of Lomita Municipal Code Title XI (Planning and Zoning) to Regulate Murals Citywide

RECOMMENDATION

Adopt the ordinance and find the action to be exempt from the California Environmental Quality Act (CEQA).

SUMMARY

On March 21, 2023, staff presented this information along with visual examples to the City Council. The City Council directed staff to return with a draft ordinance expanding and regulating mural allowance throughout the City. On July 10, 2023, the Planning Commission reviewed and recommended approval of the draft ordinance (see Attachment 1) without amendments. On August 15, 2023, the City Council introduced on first reading an ordinance amending various sections of Lomita Municipal Code Title XI (Planning and Zoning) to Regulate Murals Citywide and found the action exempt from the California Environmental Quality Act. This agenda item is to approve the second reading and adoption of the ordinance.

CEQA

The City Council finds that adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) because the actions identified in the ordinance are limited to the permitting and minor alteration of existing facilities. The Ordinance would not result in any expansion of existing

commercial uses or of the public's use of the City's right-of-way. Alternatively, the adoption of this ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

PUBLIC NOTICE

Notices of this hearing were published in *The Daily Breeze* newspaper and posted at City Hall and Lomita Park.

OPTIONS

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

ATTACHMENT

1. Ordinance No. 855

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Reviewed by:



Brianna Rindge
Community & Economic Development Director

ORDINANCE NO. 855

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2023-08 AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO REGULATE MURALS CITYWIDE AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Section 1. Recitals

- A. Chapter 1 of Title XI of the Lomita Municipal Code establishes allowable uses, definitions, and development standards of properties within all zoning districts in the City.
- B. The proposed zoning text amendment 2023-08 is an update to the Lomita Municipal Code to allow for murals within any zoning district of the City.
- C. On March 21, 2023, staff presented this information along with visuals at the City Council meeting. The City Council directed staff to return with a draft ordinance expanding and specifying mural allowance throughout the City.
- D. On July 10, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-08 (initiated by the City of Lomita), where public testimony was accepted on the item and after deliberations the Planning Commission recommended that the City Council approve the requested Zoning Text Amendment.
- E. On August 15, 2023, the City Council considered Zoning Text Amendment No. 2023-08 to amend Lomita's Municipal Code Title XI ("Planning and Zoning") to regulate murals citywide and held a duly noticed public hearing and accepted testimony in regard to the same.

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 implement the following Policies:

- A. Economic Development Policy 1 which provides that the City will promote and support revitalization within the City's commercial districts.
- B. Economic Development Policy 2 which provides that the City will continue to encourage the development of prosperous tourist, commercial, and entertainment uses along Pacific Coast Highway.

C. Economic Development Policy 3 which provides that the City will promote the improvement and revitalization of existing commercial areas and neighborhood shopping centers.

D. Economic Development policy 8 which provides that the City will strive to attract destination-oriented businesses that will stimulate commercial activity and investments in the community.

E. Land Use Policy 10 which provides that the City will promote the improvement of aesthetic and visual qualities of the community by implementing development standards for private improvements.

F. Land Use Policy 17 which provides that the City will promote the maintenance and preservation of activities that contribute to the City's economic and employment base; and

G. Land Use Policy 19 which provides that the City will strive to develop a pedestrian downtown that is economically viable and promotes a wide range of activities.

Section 3. Environmental Review

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

The City Council finds that adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) because the actions identified in the ordinance are limited to the permitting and minor alteration of existing facilities. The ordinance would not result in any expansion of existing commercial uses or of the public's use of the City's right-of-way. Alternatively, the adoption of this ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

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 of the following amendments to the Lomita Municipal Code:

A. The following definition for "mural" is hereby added to Section 11-1.15.13(M) of Article 15 ("Definitions") of Title XI of the Lomita Municipal Code as follows:

"Mural shall mean a pictorial representation, painting, or other artwork, that is made integral with an exterior wall surface, and that does not specifically identify goods or services offered by the business on the

premises or include a commercial advertising message by a business not on the premises.”

B. Subsection (6)(j) (“Wall murals”) of Section 11-1.67.04 (“Sign regulations for specific zones”) of Article 67 (“Signs”) of Title XI of the Lomita Municipal Code is hereby repealed.

C. Subsection (o) of Section 11-1.67.05 (“Sign Prohibited signs and sign restrictions”) of Article 67 (“Signs”) of Title XI of the Lomita Municipal Code is hereby repealed.

D. Section 11-1.68.11, entitled “Murals”, is hereby added to Title XI of the Lomita Municipal Code to read in its entirety as follows:

“Section 11-1.68.12. - Murals.

(A) A mural shall be permitted within any zoning district only by site plan review and approval by the planning commission and must comply with the following requirements:

(1) Murals may not interfere with pedestrian or traveler safety.

(2) Murals shall not be used to advertise a particular business establishment or property and shall not include trademarks, company logos, or advertising copy, except logos which are determined by the planning commission to have historical significance.

(B) Murals are not considered signage thus are not subject to the maximum sign area.

(C) As part of its review of a mural, the planning commission shall:

(1) Establish appropriate requirements for the use of long-lasting paint, ultraviolet coating protection, and/or a medium preventative of vandalism, theft, and weather impact.

(2) Require provisions for alterations and maintenance, including a required minimum length of time for maintenance, otherwise the property owner is subject to the administrative citations and penalties provisions in Title 1, Chapter 5 of this Code.

(3) Establish insurance requirements.”

Section 5. Severability

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 ____ day of _____ 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. 7f**
FROM: Ryan Smoot, City Manager
PREPARED BY: Joe Vida, Management Analyst
MEETING DATE: September 5, 2023
SUBJECT: Disposal of Surplus Equipment

RECOMMENDATION

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

BACKGROUND

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

All items proposed for disposal are listed in Exhibit A. One item, the ALPR Vigilant Solution License Plate Recognition Camera, will be donated to the Los Angeles County Sheriff's Department.

OPTIONS:

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

FISCAL IMPACT

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

ATTACHMENT

1. Exhibit A – September 2023 Surplus City Property List

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Joe Vida
Management Analyst

September 2023 Surplus City Property List

Property No.		Make	Model	Serial #/Vin #	License Plate #	Hours/Miles	Notes:
1824	Hybrid Vehicle	Toyota	2014 Prius	JTDKDTB30E1068970	1403846	Dead Battery	Code enforcement vehicle
1314	Gas Vehicle	Ford	2002 Ranger	1FTYR10U02PA72621	1103809	95,759	Public Works
1310	Gas Vehicle	Chevrolet	2000 Silverado 1500	1GCEC14V2YE119563	1035314	95,460	Public Works
1199	Gas Vehicle	Chevrolet	2001 S10	1GCCS145718234061	1062639	82,226	Facilities
1670	Asphalt road surface renovator & Trailer	Asphalt Zipper	AZ-300B	30000280			Public Works does not have proper equipment (Skip Loader) to use in conjunction with this equipment
1672	Trailer for zipper equipment	Trail King	TK12U-202	1TKU0202BM02746			Trailer specifically made to haul zipper asphalt equipment
1412	Copy Machine	KYOCERA	Copystar CS-3035	AJK3019771			At Public Works maintenance yard- outdated not in use for years
1025	Road Roller w/Trailer	Wracker	1994 RD 883V	67360596			Not found in physical inventory
1897	ALPR Camera	Vigilant Solution	VSR-20-916				Parking enforcement cameras
N/A	Railroad Museum Boxcar from Annex Park						Previously approved by City Council on 1/17/17

September 2023 Surplus City Property List

1532	Plotter	Hewlett Packard	5500UV	Serial: SG661C401R			New equipment purchased
1826	Video Camera	Vadio					New equipment purchased during Council Chamber upgrade project
1301	Power Center/Sound System Set	Middle Atlantic Products, Inc.	PD-915R	01104858			New equipment purchased during Council Chamber upgrade project



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: September 05, 2023

SUBJECT: Public Works Agreement with Blue Ridge Mechanical Inc., for the Standby Power Generator at Appian Way

RECOMMENDATION

Award a Public Works Agreement to Blue Ridge Mechanical Inc. in the amount of \$50,728 for the standby power generator at Appian Way; approve a contingency of \$7,609.00 (15%); and authorize the City Manager to execute the agreement.

BACKGROUND

On August 17, 2023, the City received one proposal from Blue Ridge Mechanical Group (Blue Ridge) for the Standby Power Generator at Appian Way. 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.

On June 20, 2023, the City Council authorized the purchase of a permanent generator, a rental generator, and release of the bid for the construction services for Appian Way Pump Station. Staff has initiated the short-term rental generator from United Rental for five and half months and the procurement of the permanent generator. Blue Ridge Mechanical Group per this contract will install United Rental portable generator at Appian Way, per the engineering plans and specifications prepared by AEPC Group under a separate contract. Blue Ridge will also assist in the generator connection to the electrical switch board at the Pump Station per plans and specifications. Blue Ridge will also conduct testing and verify smooth operation of the generator in advance of a true power outage.

SELECTION PROCESS

One bid was received and opened by the City Clerk on August 17, 2023. Staff reviewed the contractors' proposals by evaluating their experience, credentials, their references.

Blue Ridge Mechanical Inc. was only respondent, with a bid amount of \$50,728.00. Blue Ridge Mechanical Inc. is a general contractor with experience in installing backup generators for the Lawndale Elementary School District and STS education.

Staff recommends awarding a contract to Blue Ridge Mechanical Inc. in the amount of \$50,728.00. Staff also recommends authorizing a 15% contingency for unforeseen conditions, for a total contract budget of \$58,337. The contract provides for 30 thirty total working days.

Lomita engineering and operational staff will perform construction management, construction inspection, and testing services.

FISCAL IMPACT

The bid price is within the Engineer's Estimate and the overall project is included in the FY 2023-24 budget and is funded from Fund 520-840-5820.134, which currently holds \$406,385.

OPTIONS

1. Approve staff's recommendation.
2. Reject the bid and re-advertise.
3. Provide alternative direction.

ATTACHMENTS

1. Public Works Agreement (with Exhibits A and B)

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



**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 Blue Ridge Mechanical Inc. (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, bids were received, publicly opened, and declared on the date specified in the notice.
- B.** On September 5, 2023, Lomita’s City Council declared CONTRACTOR to be the only 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 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 July 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 calendar 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 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:**
 - A. 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.

 - B. 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.

- C.** CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- D.** 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:
- (1) 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
 - (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
 - (3) 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
 - (4) 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.
 - (5) 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.
 - (6) CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.
 - (7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E.** CONTRACTOR 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 Ave
Lomita, CA 90717

Attention: Ryan Smoot, City Manager

CONTRACTOR:
Blue Ridge Mechanical Inc.
P O Box 2127, North Hills, CA, 91393.
Phone (661)-250-1739

Attention: Patrick William Withers, Project Supervisor

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. 648738

CONTRACTOR

Blue Ridge Mechanical Inc.

_____ By: Electrical Division Manager
DATE TITLE

CONTRACTOR'S Business Phone (661)-250-1739

Emergency Phone at which CONTRACTOR can be reached at any
time: (805)-908-5788

CITY OF LOMITA, CALIFORNIA

_____ By: _____
DATE Ryan Smoot, CITY MANAGER

ATTEST:

_____ By: _____
DATE Kathleen Horn Gregory, CITY CLERK

APPROVED AS TO
FORM:

_____ By: _____
DATE CITY ATTORNEY



CITY OF LOMITA

24300 Narbonne Avenue
Lomita, CA 90717

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

STANDBY POWER GENERATOR AT APPIAN WAY

**BID OPENING
AUGUST 17TH, 2023
1:00 P.M.**

Under the Supervision of:



Aleksei Isen, PE

6-15-2023

Date



July 2023

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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 1:00 PM on Thursday, August 17, 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.

A Pre-Bid Meeting will be held at the Appian Way Station on **Tuesday, August 8th, 2023, from 9:00 AM to 11:00 AM**. The address of the project site is 26255 Appian Way, Lomita, CA 90717.

All questions regarding this bid must be submitted in writing on or before **1:00 PM on Friday, August 11, 2023**, to the Project Manager, via email at r.damon@lomitacity.com.

Kathleen Horn Gregory, CMC,
City Clerk

Publish in Daily Breeze on July 25th and August 1st, 2023

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 Friday, August 11, 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 June 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.

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

OWNER FURNISHED PRODUCTS

016400

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 labeled 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:
 - 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.
 - 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

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		

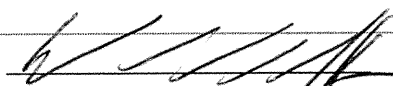
APPENDIX III

CITY OF LOMITA
STANDARD PLANS

STORM DRAIN GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION AND SUPPLEMENTS THEREO, AS WRITTEN AND PROMULGATED BY PUBLIC WORKS STANDARDS, INC., HEREINAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS, THE LOMITA STANDARDS, AND TO THE SATISFACTION OF THE CITY ENGINEER.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, VERIFY DEPTH AND PROTECT ALL STRUCTURES, INCLUDING SUBSTRUCTURES, SHOWN ON THE PLAN. THE CONTRACTOR SHALL BEAR THE ENTIRE COST OF REPAIRING OR REPLACING ANY OF SAID STRUCTURES DAMAGED BY HIM/HER DURING PROSECUTION OF THE WORK. ALL REPAIRS AND REPLACEMENTS SHALL BE DONE IN THE PRESENCE OF THE INSPECTOR. ALL LOCATIONS SHOWN ON THE PLAN FOR UTILITY LINES HAVE BEEN TAKEN FROM AVAILABLE RECORDS AND THEIR COMPLETENESS AND CORRECTNESS ARE IN NO WAY GUARANTEED.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AND ALL PUBLIC UTILITY COMPANIES AND OWNERS OF PRIVATE FACILITIES WITHIN THE AREA OF CONSTRUCTION AT LEAST 2 WORKING DAYS IN ADVANCE OF PERFORMING ANY WORK WITHIN SAID AREA.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER BEFORE COMMENCING WORK. TRAFFIC CONTROL WITHIN PUBLIC STREET RIGHTS OF WAY SHALL BE IN CONFORMANCE WITH THE "CONSTRUCTION TRAFFIC CONTROL PROCEDURES ON CITY STREETS," LATEST EDITION AVAILABLE AT THE CITY OF LOMITA ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL PROVIDE A 24-HOUR TELEPHONE NUMBER FOR EMERGENCY REPAIRS TO TRAFFIC CONTROL AND PAVEMENT MARKINGS.
5. CAUTION: REVIEW APPROVED CONSTRUCTION PLAN. IF CONSTRUCTION REQUIRES WORKERS AND/OR EQUIPMENT TO BE WITHIN 6 FEET OF CRANES OR HOISTING DEVICES TO BE WITHIN 10 FEET OF OVERHEAD ELECTRIC LINES, CALL SOUTHERN CALIFORNIA EDISON CO. AT 310-783-9339 FOR PROJECTS IN RESIDENTIAL AREAS OR 310-783-9331 FOR PROJECTS IN COMMERCIAL AREAS.
6. PRIOR TO COMMENCEMENT OF WORK, ALL SURVEY MONUMENTS IN THE PROJECT AREA SHALL BE LOCATED AND TIED OUT. ALL CENTERLINE MONUMENTS OR TIES LOST OR DESTROYED BY THIS WORK SHALL BE REPLACED EITHER BY A LICENSED SURVEYOR OR A CIVIL ENGINEER REGISTERED PRIOR TO JANUARY 1, 1982 AND NEW TIE SHEETS PROVIDED. METHOD OF ESTABLISHMENT SHALL BE STATED ON THE TIE SHEET.
7. GRADE SHEETS PREPARED AND STAMPED BY A LICENSED ENGINEER OR SURVEYOR SHALL BE DELIVERED TO THE INSPECTOR PRIOR TO COMMENCEMENT OF WORK.
8. THE CONTRACTOR SHALL NOTIFY THE CITY STREET DEPARTMENT AT 310-325-9830 PRIOR TO TRIMMING, REMOVING OR RELOCATING ANY EXISTING TREES.
9. UNLESS OTHERWISE SHOWN, ALL TRAFFIC SIGNS SHALL BE RELOCATED OR REMOVED BY THE CITY. THE CONTRACTOR SHALL NOTIFY THE STREET DEPARTMENT AT 310-325-9830 AT LEAST 2 WORKING DAYS IN ADVANCE TO ARRANGE THE WORK.
10. STORM DRAIN CONNECTIONS TO THE L.A. COUNTY STORM DRAIN SYSTEM REQUIRE A PERMIT FROM L.A. COUNTY (1-626-458-3129) BEFORE ISSUANCE OF A CITY PERMIT.
11. IN CASE OF CONFLICT BETWEEN A CONNECTOR PIPE AND AN EXISTING UNDERGROUND LINE, THE CONNECTOR PIPE MAY BE REALIGNED OVER OR UNDER THE CONFLICTING LINE. CONNECTOR PIPE GRADES SHALL DRAIN POSITIVELY TOWARD THE MAIN LINE, AND WHERE GRADE BREAKS EXCEED FIVE DEGREES A CONCRETE COLLAR PER A.P.W.A. STD. DRAWING 380 SHALL BE CONSTRUCTED. APPROVAL FOR REALIGNMENT SHALL BE OBTAINED FROM THE CITY ENGINEER PRIOR TO COMMENCEMENT OF WORK.
12. TRENCHES CUT INTO AN EXISTING ROADWAY WITHIN THE PUBLIC RIGHT OF WAY SHALL BE BACKFILLED AND PAVED AS PER LOMITA STANDARD ST-116.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	STORM DRAIN GENERAL NOTES	STANDARD NO.
SEPT 1, 2007	 WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	D-100
DATE AUG 22, 2007		SHEET 1 OF 2

STORM DRAIN GENERAL NOTES (CON'T)

13. TRENCH RESURFACING SHALL BE OF THE SAME TYPE AS THE EXISTING PAVEMENT, EXCEPT IF EXISTING PAVEMENT IS A.C. OVER P.C.C., RESURFACING MAY BE FULL-DEPTH A.C.

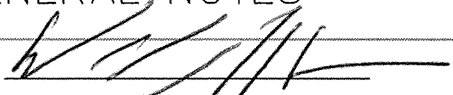
14. FOR ASPHALT CONCRETE SECTION 4" THICK OR GREATER, UNLESS OTHERWISE SHOWN, THE CONTRACTOR SHALL CONSTRUCT A MINIMUM 2" THICK FINISH COURSE USING CLASS C2-AR-4000 OVER A BASE COURSE OF CLASS B-AR-4000 PER SECTION 203-6 OF THE STANDARD SPECIFICATIONS. CLASS D2-AR-4000 ASPHALT CONCRETE SHALL BE USED IF FINISH COURSE IS LESS THAN 2" THICK. FOR SECTION LESS THAN 4" THICK, ASPHALT CONCRETE SHALL BE CLASS C2-AR-4000 UNLESS OTHERWISE SPECIFIED. THE MAXIMUM THICKNESS OF EACH LIFT SHALL BE 4".

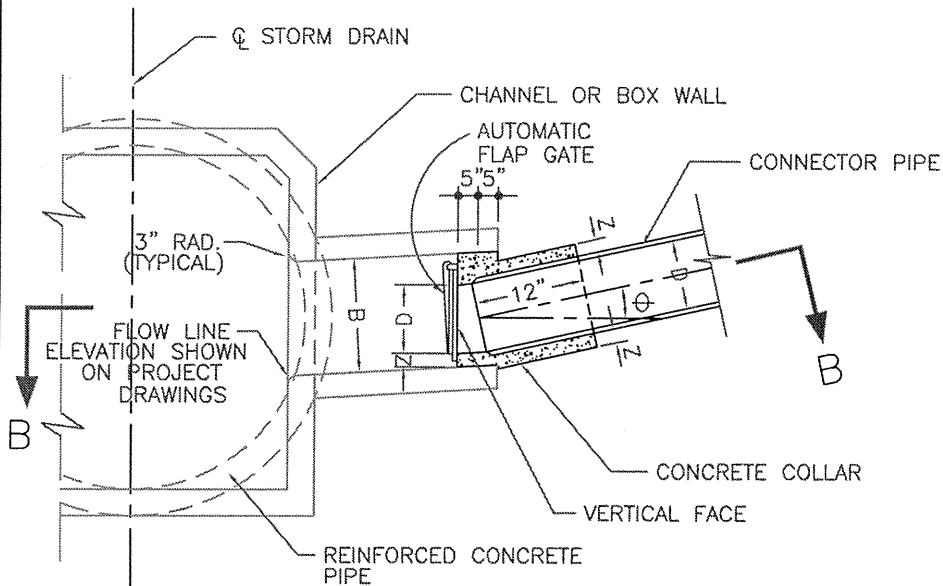
15. MANHOLE AND CATCH BASIN COVERS SHALL BE CAST WITH THE WORDS "LOMITA DRAIN" FOR CITY MAINTAINED LINES AND "PRIVATE DRAIN" FOR PRIVATELY MAINTAINED LINES.

16. DURING NON-CONSTRUCTION HOURS, ALL EXCAVATIONS MUST BE PLATED OR BACKFILLED EXCEPT BORE PITS WHICH SHALL BE SECURED WITH K-RAIL AND 6' HIGH CHAIN LINK FENCE PANELS SECURED IN PLACE TO THE SATISFACTION OF THE CITY ENGINEER. PLATES SHALL BE TACK WELDED, PINNED AND/OR SECURED IN PLACE BY ANOTHER METHOD APPROVED BY THE INSPECTOR.

17. THE CONTRACTOR SHALL MAKE AVAILABLE FOR THE INSPECTOR'S REVIEW, ON A DAILY BASIS, AS-BUILT DRAWINGS FOR WORK PERFORMED UP TO AND INCLUDING THE PREVIOUS DAY'S ACTIVITIES. WORK SHALL NOT BE CONSIDERED AS COMPLETE UNTIL AS-BUILT DRAWINGS ARE SUBMITTED TO AND ACCEPTED BY THE CITY ENGINEER.

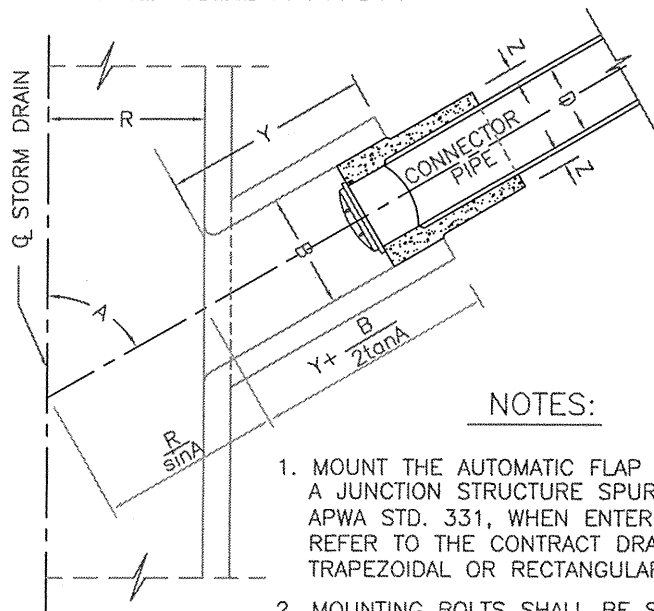
CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	STORM DRAIN GENERAL NOTES	STANDARD NO.
SEPT 1, 2007	 WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	D-100
DATE: AUG 22, 2007		SHEET 2 OF 2 September 5, 2023, Reg. CC Mtg. Page #187



SECTIONAL ELEVATION

D in	B in	Z in	Y ft
12	24	5.0	4.0
15	27	5.0	4.0
18	33	5.0	4.0
21	39	5.0	4.0
24	42	5.0	4.0
30	51	6.0	4.5
36	60	6.0	5.0
42	72	7.0	6.0
48	81	7.0	6.5
54	87	7.0	7.0
60	96	8.0	8.0
66	108	8.0	8.5
72	114	8.0	9.0
78	126	9.0	9.5
84	138	9.0	10.5
90	144	9.0	11.0



SECTION B-B

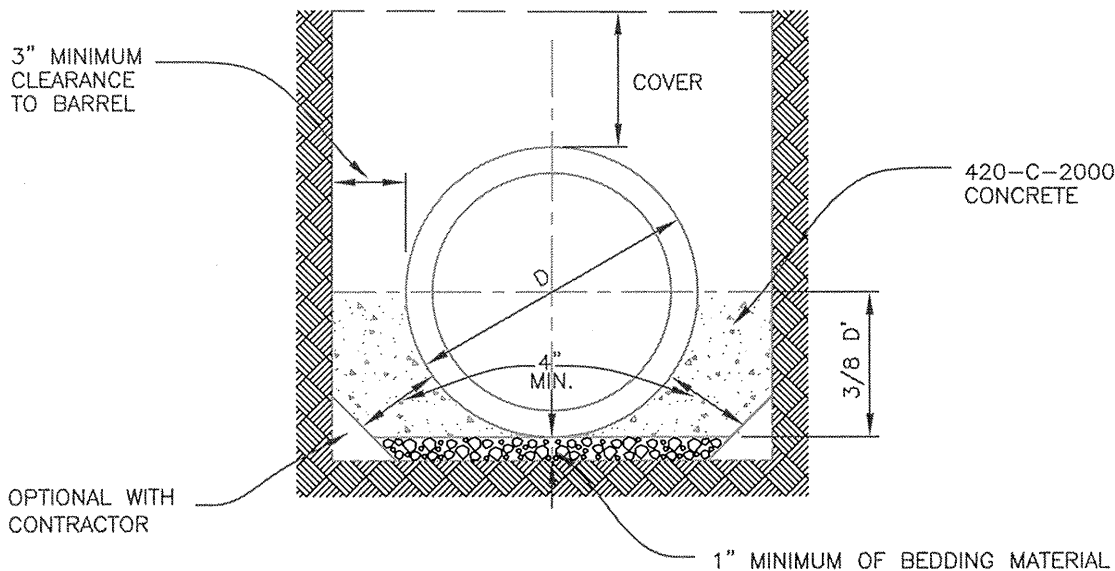
NOTES:

1. MOUNT THE AUTOMATIC FLAP GATE ON A CONCRETE COLLAR POURED IN THE END OF A JUNCTION STRUCTURE SPUR. IF NO JUNCTION STRUCTURE ID SPECIFIED, USE APWA STD. 331, WHEN ENTERING PIPE AND APWA STD. 333, WHEN ENTERING RC BOX. REFER TO THE CONTRACT DRAWINGS FOR A JUNCTION STRUCTURE WHEN ENTERING TRAPEZOIDAL OR RECTANGULAR RC CHANNEL.
2. MOUNTING BOLTS SHALL BE STAINLESS STEEL OR APPROVED EQUAL AND EMBEDDED 5" INTO THE COLLAR.
3. THE FLAP GATE SHALL BE ARMCO, WATERMAN, CASCADE OR CITY APPROVED EQUAL AUTOMATIC FLAP GATE, DESIGNED FOR 20 FEET OF SEATING HEAD UNLESS OTHERWISE SHOWN ON THE CONTRACT DRAWINGS.
4. THE "Y" DIMENSION IS MEASURED AT THE TOP OF THE JUNCTION STRUCTURE SPUR FOR TRAPEZOIDAL REINFORCED CONCRETE CHANNEL.
5. THE CONCRETE SHALL BE REINFORCED PER A.P.W.A. STD. 380 WHEN ANGLE ϕ EXCEEDS 10°.
6. FLAP GATE MAY BE EITHER SPIGOT BACK OR FLAT BACK UNLESS OTHERWISE SPECIFIED ON THE CONTRACT DRAWINGS.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	FLAP GATE	STANDARD NO.
SEPT 1, 2007		D-101
DATE: AUG 22, 2007	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 1

CASE I



CASE I BEDDING

SHALL BE USED WHERE SPECIFIED ON PLANS OR WHERE REQUIRED AS AN ALTERNATIVE TO CASE II OR CASE III BEDDING AS PROVIDED HEREON. CASE IV BEDDING SHALL BE USED INSTEAD OF CASE I AGAINST SHEETING OR UNSTABLE TRENCH SIDES IF SO REQUIRED BY THE ENGINEER.

GENERAL NOTES:

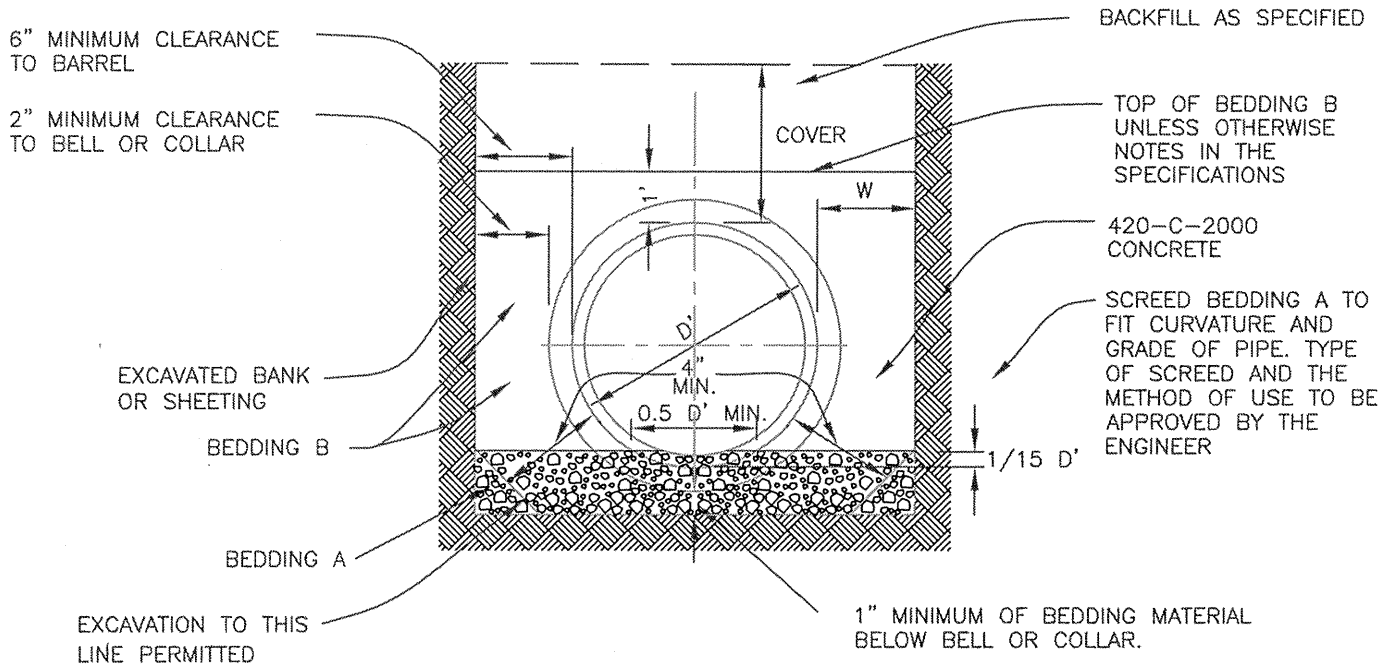
1. USE CASE III FOR R.C.P. AND A.C.P. CASE II FOR VETRIFIED CLAY AND PLAIN CONCRETE PIPE UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE PROJECT DRAWINGS.
2. BEDDING A SHALL BE COMPOSED OF SAND 3/4-INCH OR 1/2-INCH CRUSHED ROCK NO. 3 OR NO. 4 CONCRETE AGGREGATE OR GRAVEL OR OTHER GRANULAR MATERIAL AS SPECIFIED, UNLESS OTHERWISE APPROVED BY THE ENGINEER. ANY OF THE MATERIALS LISTED WITH A GRADATION NO COARSER THAN THAT OF NO. 3 CONCRETE AGGREGATE SHALL BE USED FOR PIPE 27 INCHES IN DIAMETER AND LARGER, AND MATERIALS WITH A GRADATION NO COARSER THAN THAT OF 1/2-INCH CRUSHED ROCK SHALL BE USED FOR PIPE SMALLER THAN 27 INCHES DIAMETER.
3. CONCRETE BACKFILL WHERE CALLED FOR ON STD DWG. ????? OR WHERE SPECIFIED IN THE PROJECT DRAWINGS, SHALL BE 420-C-2000 CONCRETE POURED WALL TO WALL OF TRENCH FROM TOP OF BEDDING A TO A MINIMUM DEPTH OF 4" OVER TOP OF PIPE. CONCRETE BACKFILL SHALL BE USED FOR R.C.P. AND A.C.P. AS REQUIRED ON STD DWG. NO. ?????
4. BEDDING B SHALL CONTAIN NO ROCKS LARGER THAN 4-INCH IN GREATEST DIMENSION.
5. WHERE ROCKS ARE INCLUDE IN THE BEDDING, "NESTING" THEREOF WILL NOT BE PERMITTED.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	PIPE BEDDING IN TRENCHES	STANDARD NO.
SEPT 1, 2007		D-102
DATE: AUG 22, 2007	<small>WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340</small>	SHEET 1 OF 4

CASE II

VITRIFIED CLAY AND PLAIN CONCRETE PIPE



CASE II BEDDING & BACKFILL AROUND PIPE

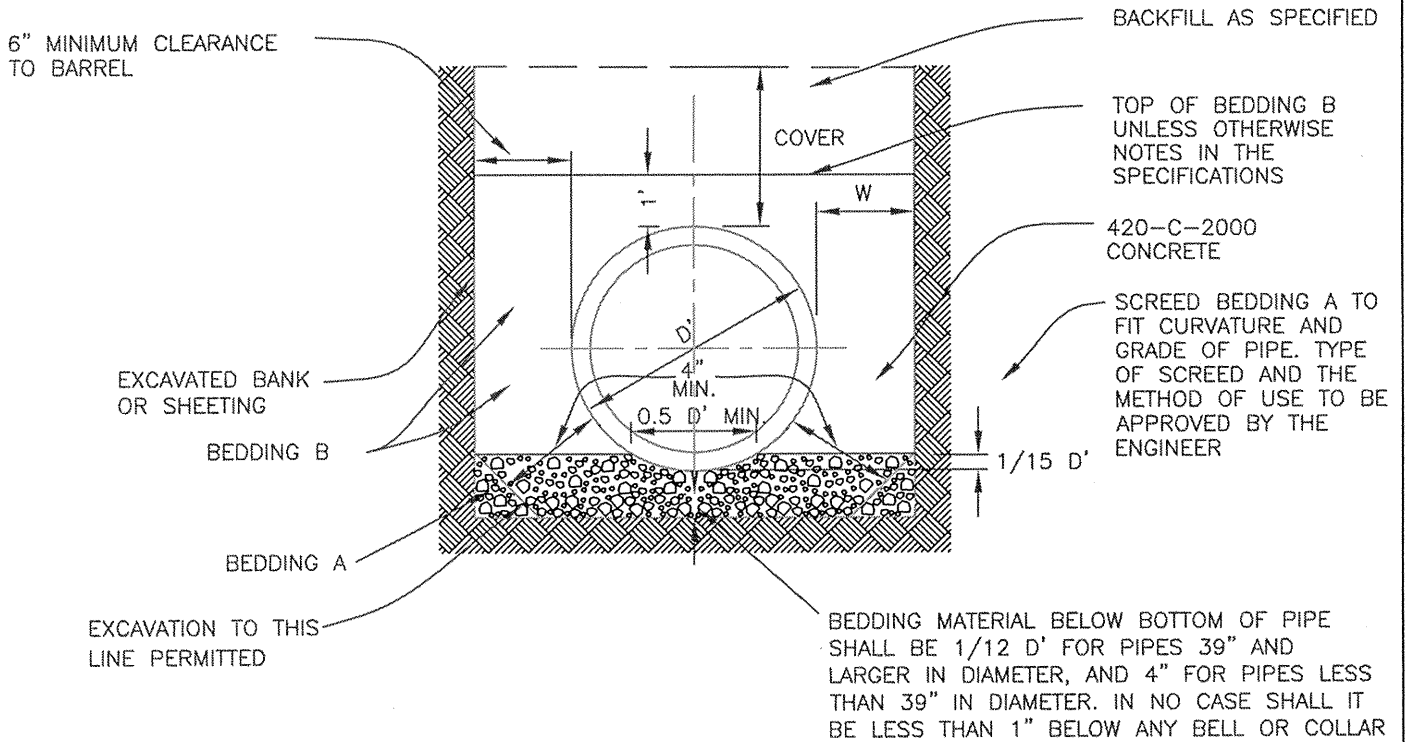
- a. "W" AT SPRINGING LINE SHALL NOT BE LESS THAN 6" FOR ANY DEPTH OF TRENCH. THIS DIMENSION MAY INCLUDE THE THICKNESS OF ANY SHEETING.
- b. WHERE COVER IS 8' OR LESS "W" MEASURED AT TOP OF PIPE MAY BE ANY DIMENSION GREATER THAN 6".
- c. WHERE COVER IS GREATER THAN 8', "W" MEASURED AT TOP OF PIPE SHALL NOT BE GREATER THAN 8" UNLESS THE CONTRACTOR AT HIS OWN EXPENSE PROVIDES CASE I BEDDING OR STRONGER PIPE. THE STATED 8" INCLUDES THE THICKNESS OF ANY SHEETING.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	PIPE BEDDING IN TRENCHES	STANDARD NO.
SEPT 1, 2007		D-102
DATE AUG 22, 2007	<small>WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340</small>	SHEET 2 OF 4

CASE III

REINFORCED CONCRETE PIPE



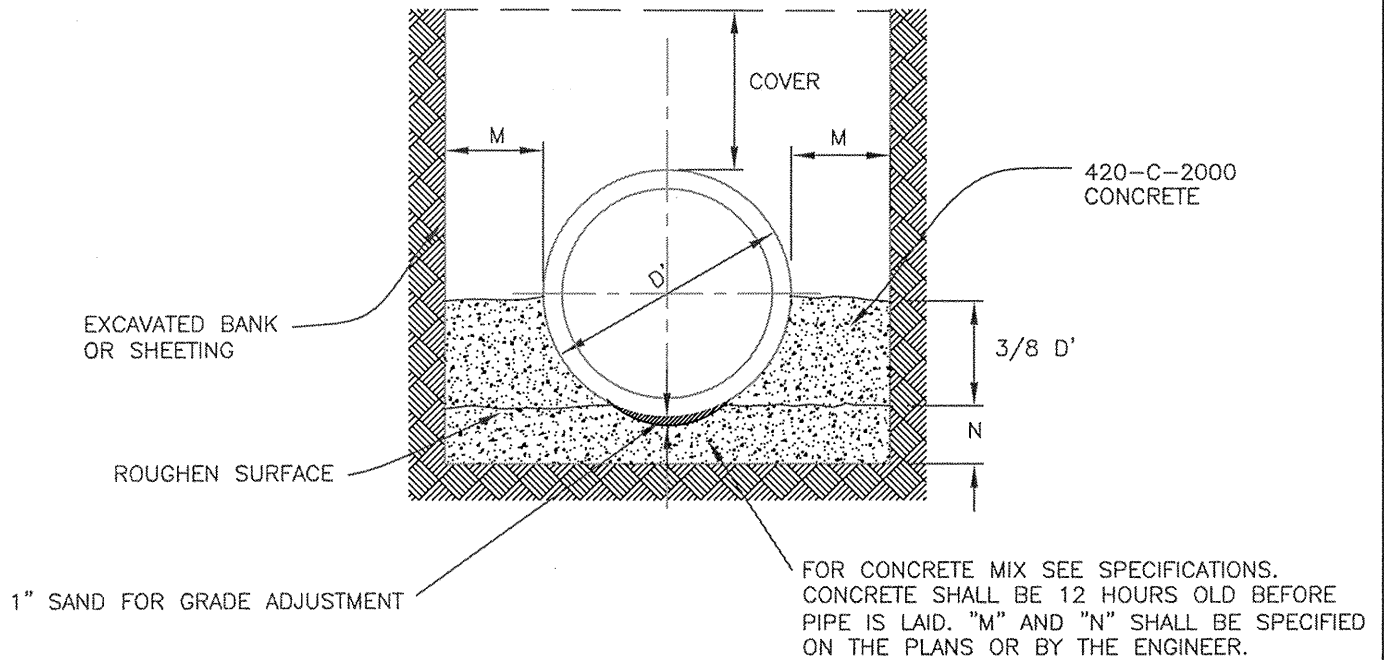
CASE III BEDDING & BACKFILL AROUND PIPE

- a. "W" AT SPRINGING LINE SHALL NOT BE LESS THAN 6" FOR PIPE 60" OR LESS IN DIAMETER, 10" FOR PIPE 63" TO 108" INCLUSIVE IN DIAMETER, AND 12" FOR PIPE LARGER THAN 108" IN DIAMETER. THESE DIMENSION MAY INCLUDE THE THICKNESS OF ANY SHEETING
- b. WHERE COVER IS 10' OR LESS, "W" MEASURE AT TOP OF THE PIPE MAY BE ANY DIMENSION GREATER THAN THE ABOVE SPECIFIED MINIMUM, UNLESS OTHERWISE SPECIFIED ON THE PROJECT DRAWING.
- c. WHERE COVER IS GREATER THAN 10', "W" MEASURE AT THE TOP OF THE PIPE SHALL NOT BE GREATER THAN 10" FOR PIPE 108" IN DIAMETER OR LESS, OR 12" FOR PIPE OVER 108" IN DIAMETER UNLESS THE CONTRACTOR AT HIS OWN EXPENSE PROVIDES CASE I BEDDING OR STRONGER PIPE. THESE DIMENSION INCLUDE THE THICKNESS OF ANY SHEETING.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	PIPE BEDDING IN TRENCHES	STANDARD NO.
SEPT 1, 2007		D-102
DATE AUG 22, 2007	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 3 OF 4

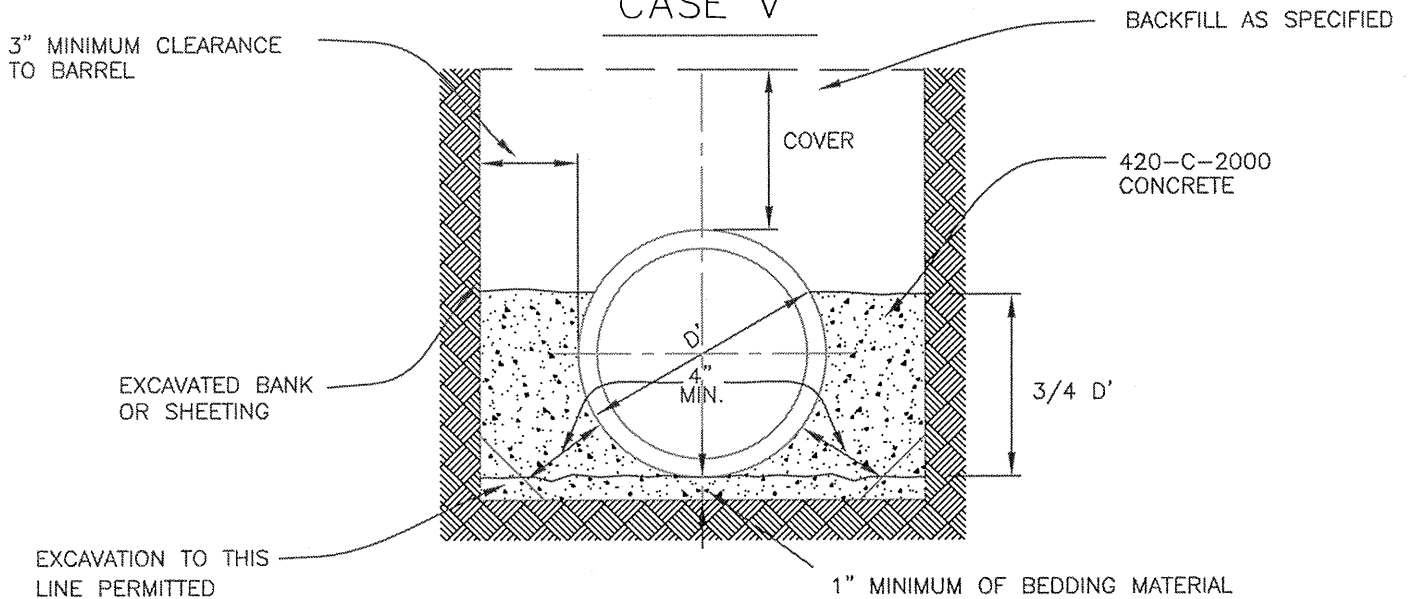
CASE IV



CASE IV BEDDING

WHERE REQUIRED BY THE ENGINEER AS AN ALTERNATIVE TO CASE I OR CASE V TO MEET
CONDITIONS ARISING DURING CONSTRUCTION.

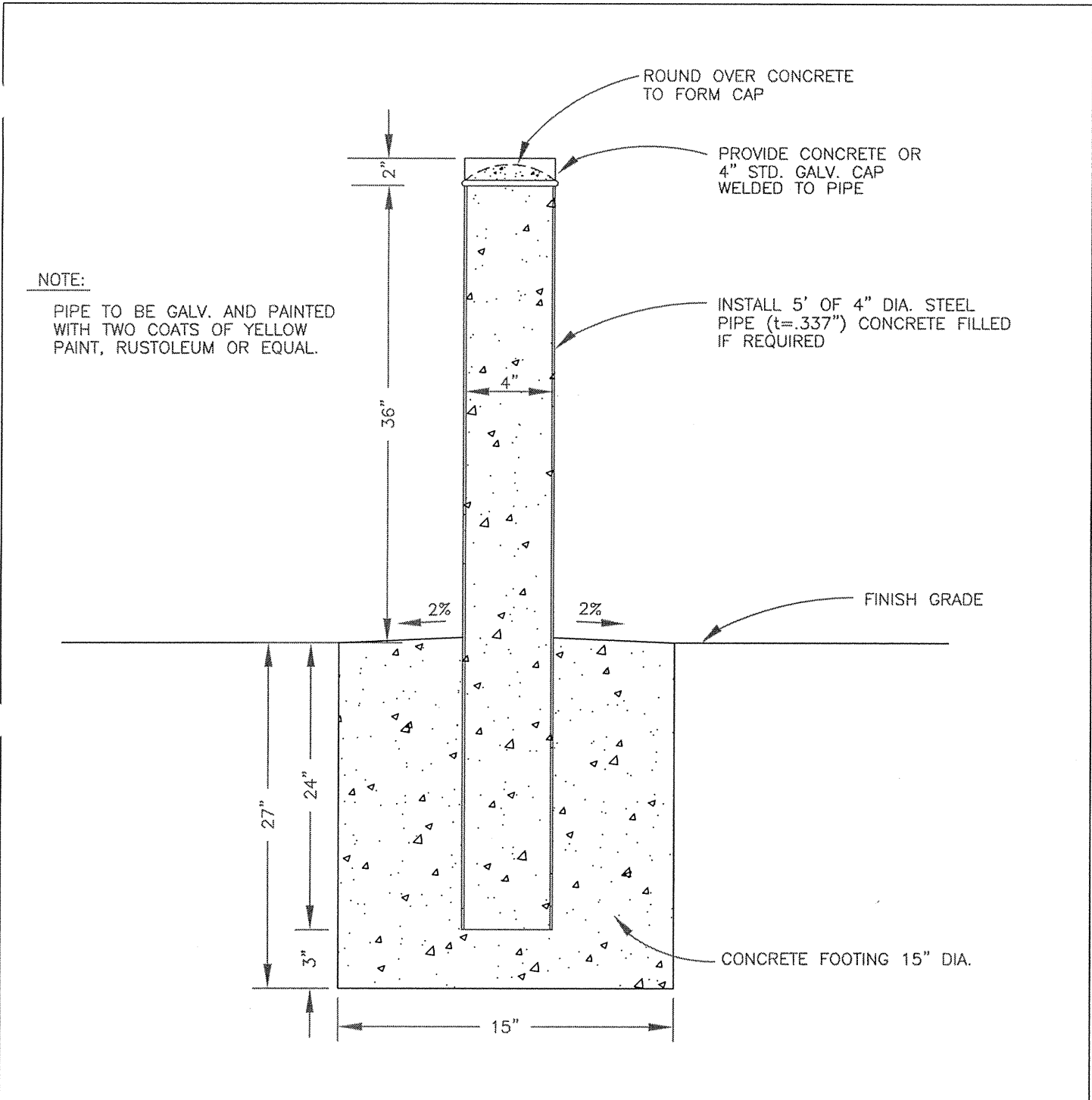
CASE V



CASE V BEDDING

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	PIPE BEDDING IN TRENCHES	STANDARD NO.
SEPT 1, 2007		D-102
DATE AUG 22, 2007	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 4 OF 4

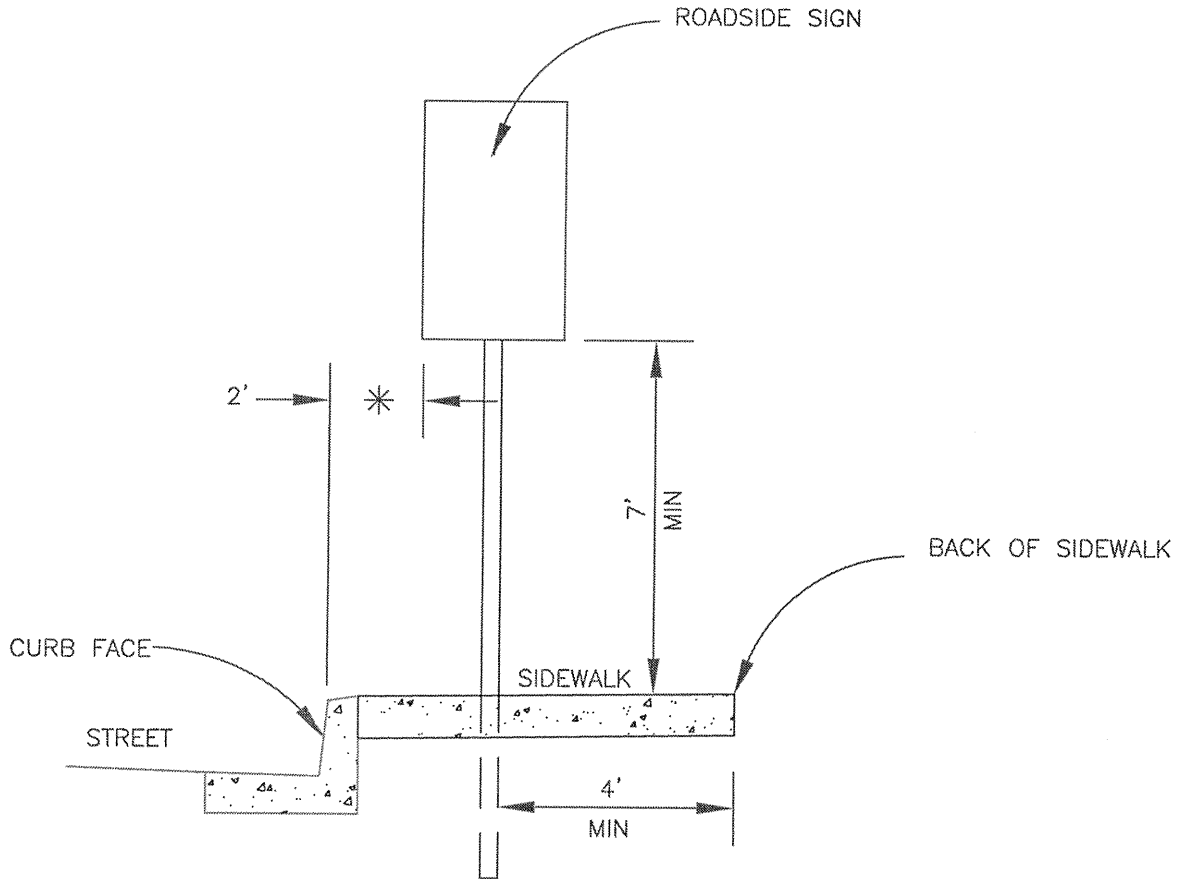


PERMANENT BARRIER POST
(BOLLARD)

NOT TO SCALE

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED SEPT 1, 2007	PERMANENT BARRIER POST	STANDARD NO. G-101
DATE: AUG 20, 2007		WENDELL E. JHONSON CITY ENGINEER CERTIFICATION NO. C 66340
September 5, 2023, Reg. CC Mg. Page # 105 1		SHEET 1 OF 1



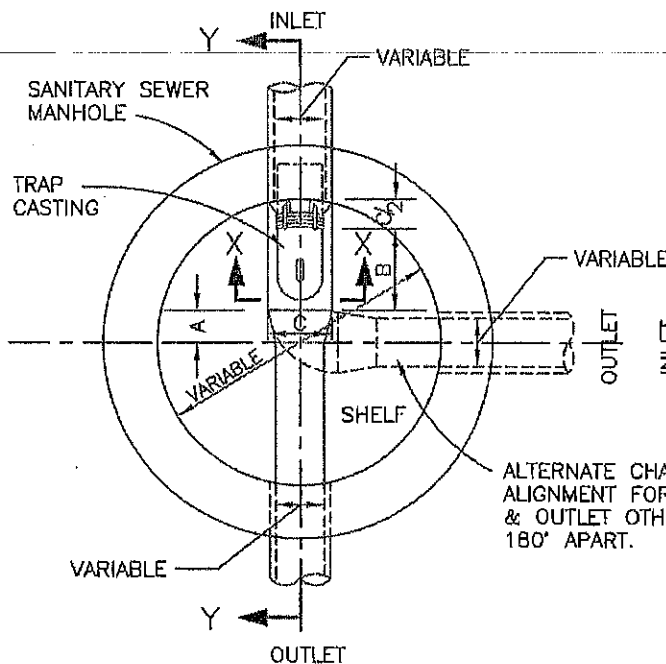
* 1' MIN. WHERE LATERAL CLEARANCE LIMITED

NOTES :

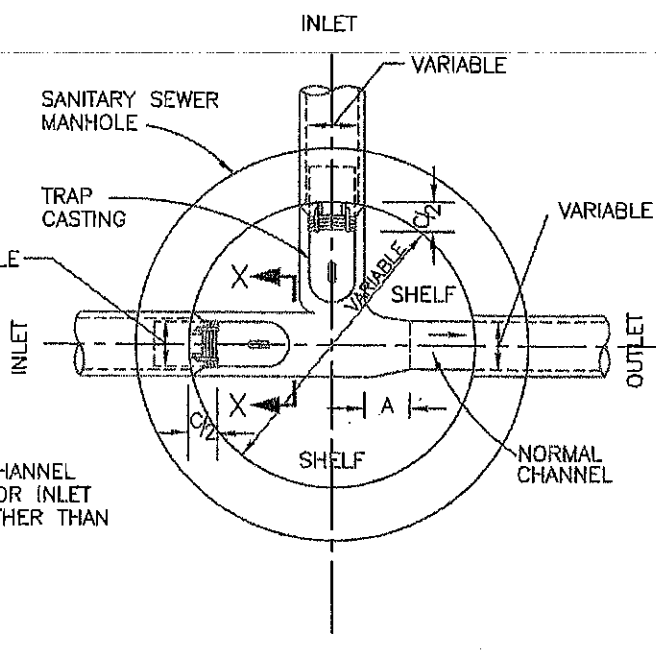
THIS STANDARD APPLIES TO THE PLACEMENT OF ROADSIDE SIGNS INCLUDING WARNING SIGNS, REGULATORY SIGNS, AND GUIDE SIGNS. CONSTRUCTION SIGNS SHALL BE PLACED IN CONFORMANCE WITH THE W.A.T.C.H. MANUAL AND AS APPROVED BY THE ENGINEER.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

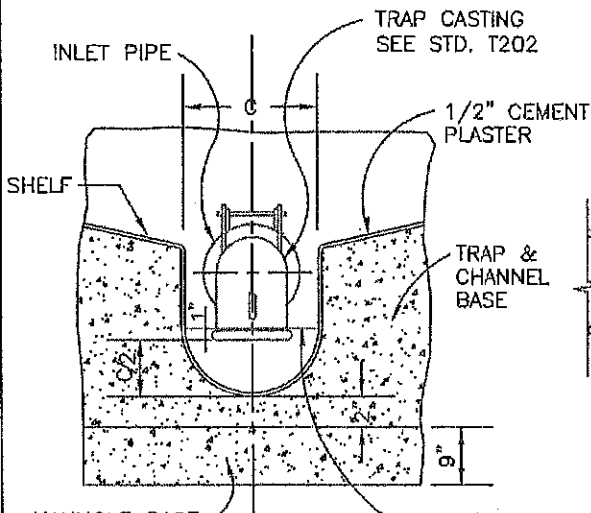
DATE ISSUED	ROADSIDE SIGN PLACEMENT	STANDARD NO.
1 MAY 1999		G-102
DATE: AUG 20, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340	 September 5, 2023, Reg. CC Mtg Page #194 OF 1



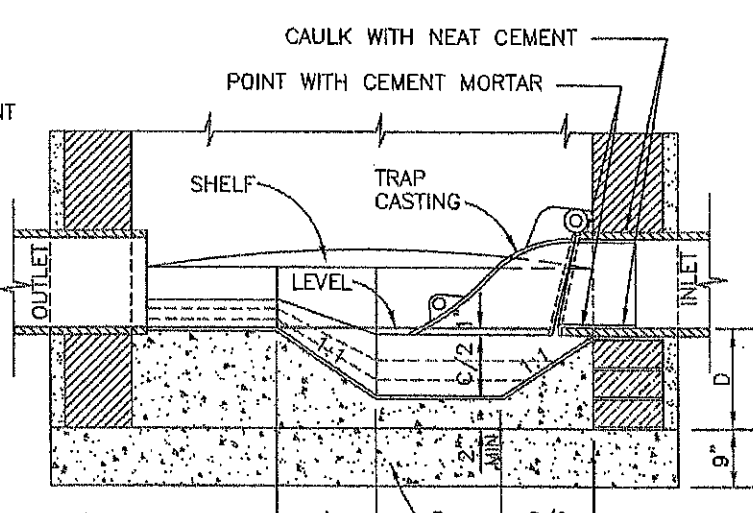
PLAN SINGLE TRAP BASE



PLAN DOUBLE TRAP BASE



SECTION X-X



SECTION Y-Y

SINGLE TRAP BASES

TRAP DIMENSIONS				
INLET DIAM.	A	B	C	D MIN
8"	6 1/2"	11 1/2"	11"	8"
10"	7 1/2"	14 1/2"	13"	9"
12"	8 1/2"	16 1/2"	15"	10"

DIAM. OF TRAP BASE			
INLET DIAM.	OUTLET DIAM.		
	8"	10"	12"
8"	4'	4'	4'
10"		4'	4'
12"			5'

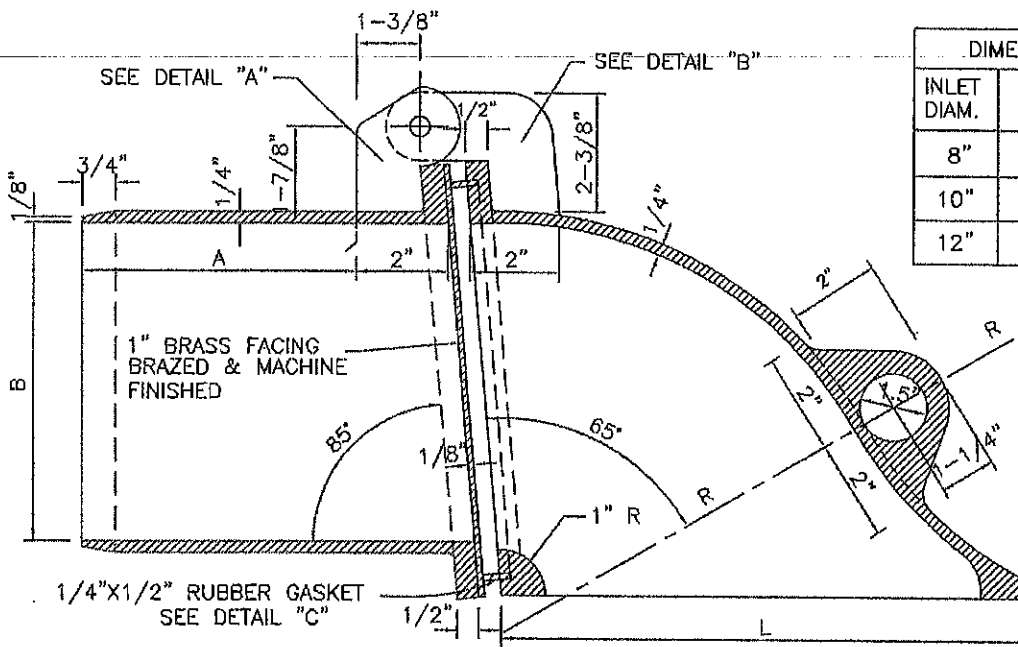
NOTES:

- WHERE A TRAP IS NECESSARY IN AN EXISTING STRUCTURE, BREAK OUT CONCRETE AND CONSTRUCT NEW BASE.
- WHERE 5' DIAMETER BASE IS REQUIRED, MANHOLE SHALL BE CONSTRUCTED 5' IN DIAMETER FROM BASE TO LOWER LIMIT OF CONE. CONE SHALL BE 5' IN HEIGHT.

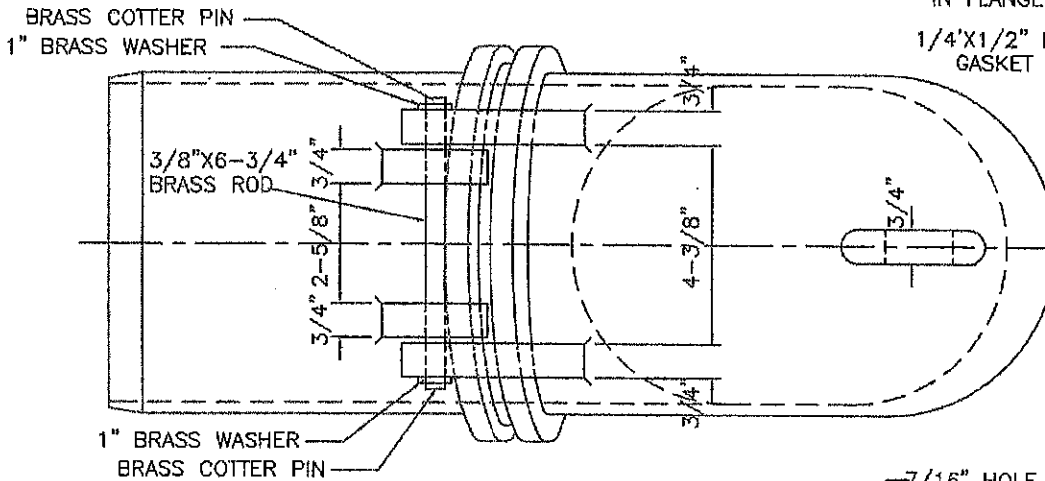
CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED SEPT 1, 2007	<p>TRAP MANHOLE BASE</p>	STANDARD NO. S-101
DATE: AUG 21, 2007		WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340

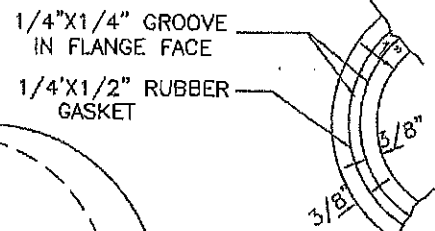
DIMENSIONS OF CASTINGS				
INLET DIAM.	A	B	R	L
8"	6"	7"	9"	11-3/4"
10"	6"	9"	11"	14-3/4"
12"	7"	11"	13"	17-3/4"



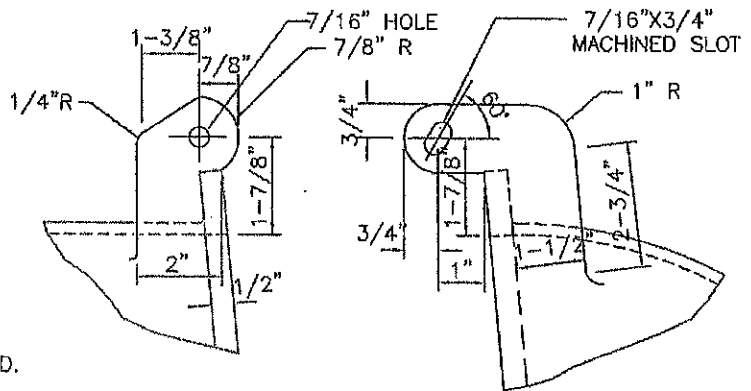
SECTIONAL VIEW



PLAN VIEW



DETAIL "C"



DETAIL "A"

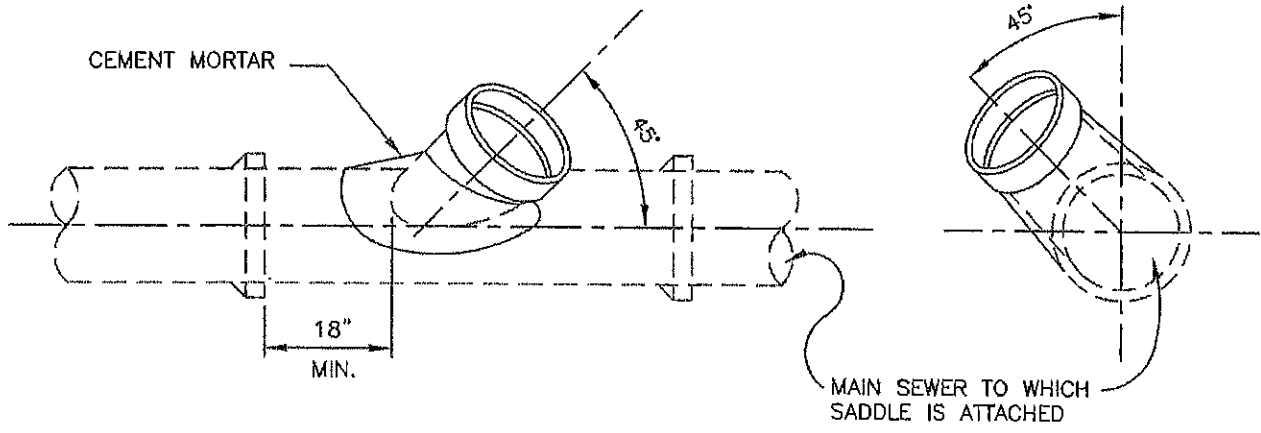
DETAIL "B"

NOTES:

1. THE CAST IRON USED SHALL CONFORM WITH A.S.T.M. A-48 CLASS 30.
2. FLANGES OF CASTINGS TO BE MACHINE FACED.
3. CASTINGS TO BE DIPPED TWICE IN HOT ASPHALT PAINT.
4. RUBBER GASKET TO BE NEOPRENE 45 SHORE.

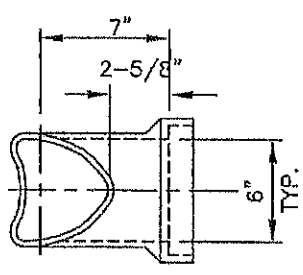
CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED	TRAP CASTING	STANDARD NO.
SEPT 1, 2007		S-102
DATE: AUG 21, 2007	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 1



SIDE VIEW

END VIEW

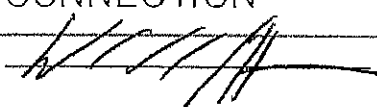


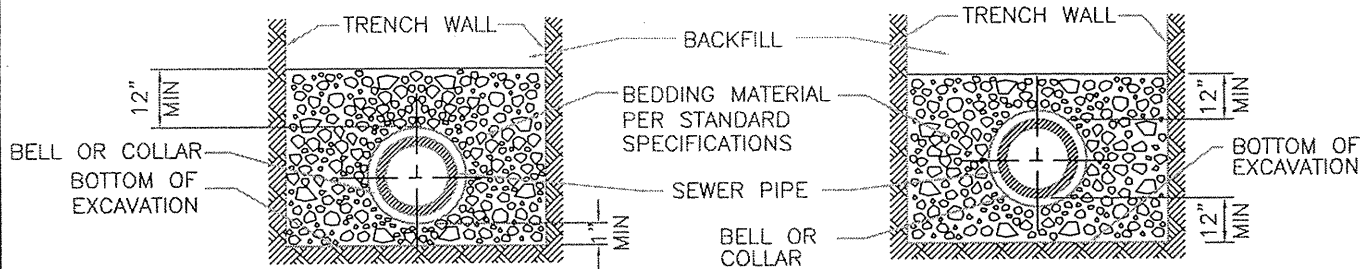
SADDLE PLAN
SHOWING CONTACT OPENING

NOTES:

1. OPENING IN MAIN SEWER SHALL BE CUT TO EXACTLY FIT THE SADDLE AND THE SADDLE SHALL BE CAREFULLY ALIGNED, FITTED & ENCASED IN CEMENT MORTAR AS SHOWN.
2. SADDLE INSTALLATION SHALL BE PERFORMED IN THE PRESENCE OF AN INSPECTOR.
3. INSTALLATION SHALL BE CARRIED OUT IN SUCH A MANNER AS TO PREVENT THE INTRODUCTION OF DIRT, BROKEN PIPE, OR OTHER FOREIGN MATTER INTO THE SEWER PIPE.
4. PIPE TO BE SADDLED SHALL BE A MINIMUM OF ONE SIZE LARGER THAN SIZE OF CONNECTING LATERAL BUT IN NO CASE SHALL THE SIZE OF THE CONNECTING LATERAL BE LARGER THAN 8".

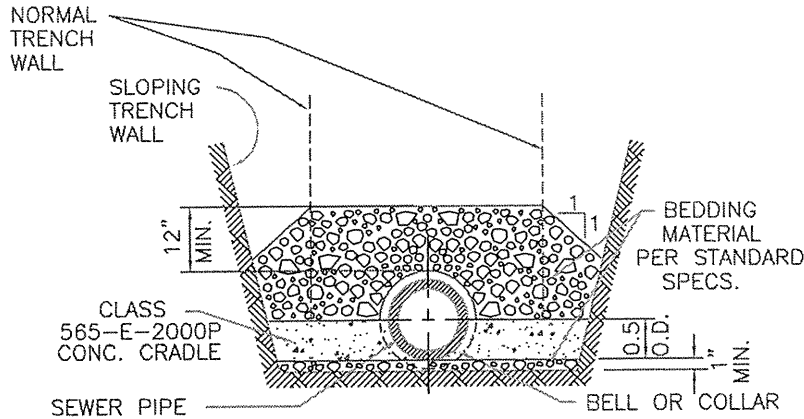
CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED SEPT 1, 2007	SADDLE CONNECTION 	STANDARD NO. S-103
DATE AUG 21, 2007		CERTIFICATION NO. C 66340



CASE 1: NORMAL TRENCH

CASE 2: WET, SPONGY GROUND, FILLED GROUND (LESS THAN 90% COMPACTION)

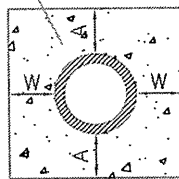


CASE 3: BOTTOM TRENCH WIDTH EXCEEDS THE WIDTH SPECIFIED IN STD. SPECIFICATIONS

NOTE: NATIVE MATERIAL IS UNSUITABLE FOR BEDDING OF 8" OR LARGER PIPES.

CONCRETE REINFORCEMENT FOR SEWER PIPE

CLASS 565-E-2000P CONC. REINFORCEMENT

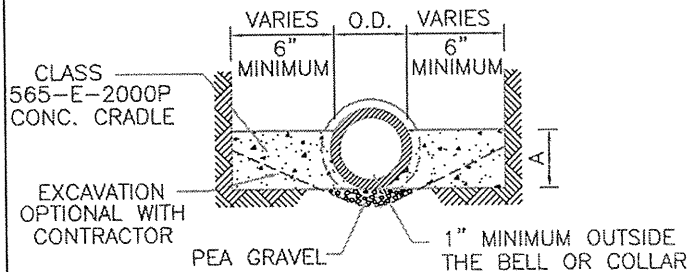


TYPE "X"

TABLES BELOW INDICATE DIMENSIONS OF CONCRETE FOR DIFFERENT SIZES OF PIPE

TYPE "X"						
SIZE	W	A	CLAY PIPE		CONCRETE PIPE	
			STANDARD STRENGTH	EXTRA STRENGTH	STANDARD STRENGTH	EXTRA STRENGTH
6"	4"	4"	0.051	0.051	0.050	0.050
8"	4"	4"	0.063	0.063	0.063	0.063
10"	4"	4"	0.074	0.074	0.074	0.074
12"	4"	4"	0.086	0.086	0.086	0.091
15"	4"	4"	0.107	0.108	0.107	0.114
18"	5"	5"	0.158	0.166	0.159	0.171

SEE NOTE



TYPE "Z"

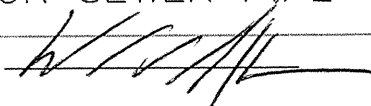
CONCRETE REINFORCEMENT MUST EXTEND TO SOLID BANK

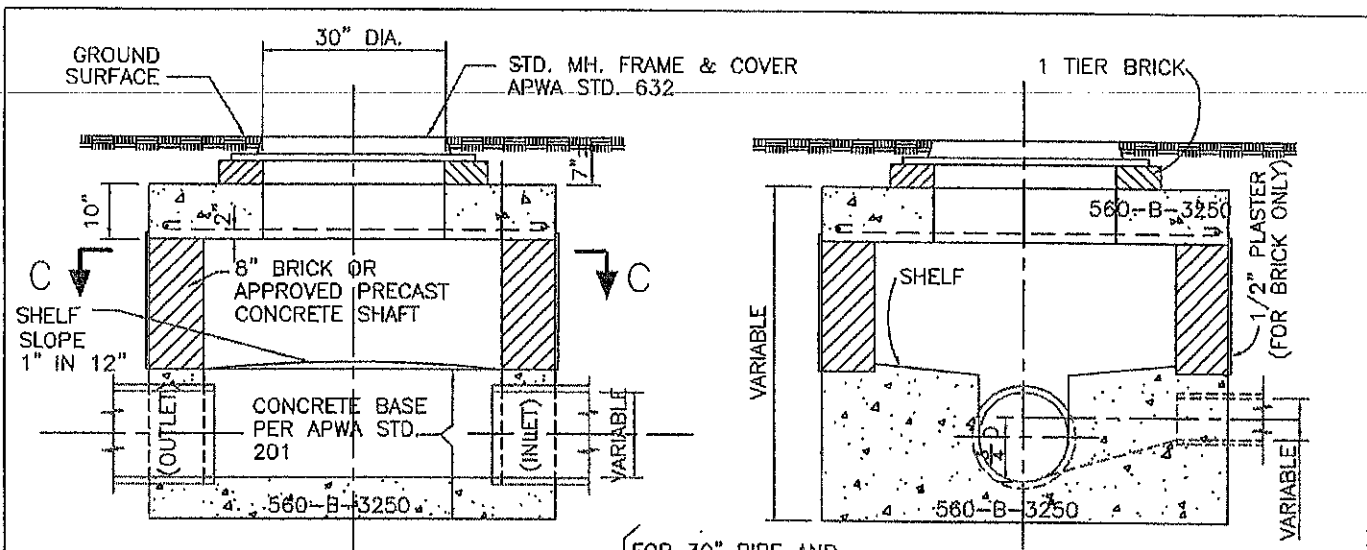
TYPE "Z"					
SIZE	A	CLAY PIPE		CONCRETE PIPE	
		STANDARD STRENGTH	EXTRA STRENGTH	STANDARD STRENGTH	EXTRA STRENGTH
6"	5"	0.017	0.017	0.017	0.017
8"	7"	0.024	0.024	0.024	0.024
10"	9"	0.032	0.032	0.032	0.032
12"	10"	0.037	0.037	0.037	0.037
15"	13"	0.050	0.050	0.050	0.050
18"	16"	0.063	0.064	0.063	0.064

SEE NOTE

NOTE: COLUMNS INCLUDED BETWEEN ARROWS IN THE TABLES ABOVE INDICATE CUBIC YARDS OF CONCRETE PER LINEAR FT. OF PIPE.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

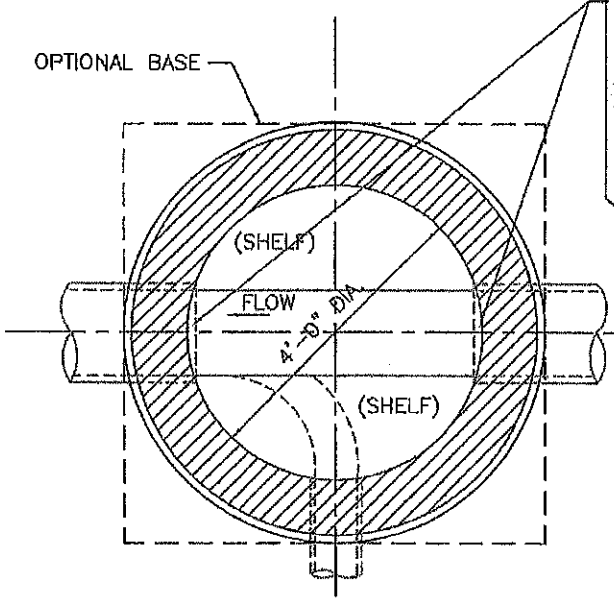
DATE ISSUED SEPT 1, 2007	BEDDING FOR SEWER PIPE  WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	STANDARD NO. S-104
DATE: AUG 21, 2007		SHEET 1 OF 1



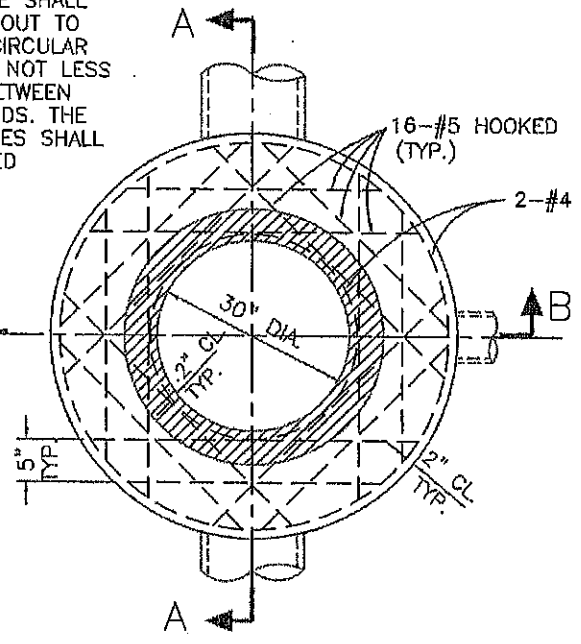
SECTION A-A

SECTION B-B

FOR 30" PIPE AND LARGER THE TOP PORTION OF THE SEWER PIPE WITHIN THE MANHOLE SHALL BE BROKEN OUT TO PROVIDE A CIRCULAR OPENING OF NOT LESS THAN 36" BETWEEN THE PIPE ENDS. THE BROKEN EDGES SHALL BE PLASTERED SMOOTH.



PLAN SECTION C-C



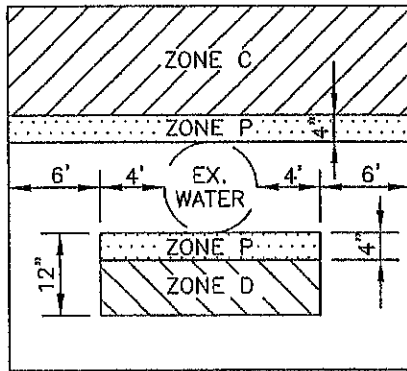
ROOF PLAN

NOTES AND SPECIFICATIONS:

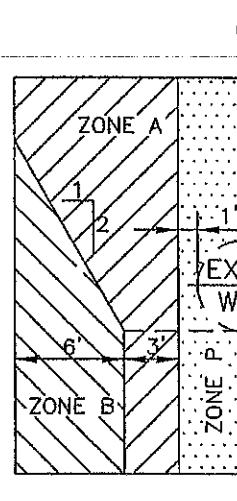
1. IF CONCRETE WALLS ARE USED, THE PRECAST CONCRETE UNITS SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH ASTM C 478. THE CURING OF THE PRECAST UNITS SHALL CONFORM TO SECTION 207-2.7 OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
2. PRECAST CONCRETE UNITS MAY BE REINFORCED OR UNREINFORCED. REINFORCED SECTIONS SHALL BE REINFORCED IN ACCORDANCE WITH ASTM C 478 AND SHALL HAVE A MINIMUM WALL THICKNESS OF 4".
3. PRECAST CONCRETE UNITS SHALL BE ASSEMBLED USING MORTAR CONFORMING TO SECTION 201-5.1 (CLASS "B") OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. FOR LAYING BRICK OR PLASTERING, THE MORTAR SHALL CONFORM TO SECTION 201-5.1 (CLASS "D").

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED	SHALLOW MANHOLE FOR 8" TO 36" PIPE	STANDARD NO.
SEPT 1, 2007		S-105
DATE: AUG 21, 2007	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 86340	SHEET 1 OF 1



PERPENDICULAR CONSTRUCTION



PARALLEL CONSTRUCTION

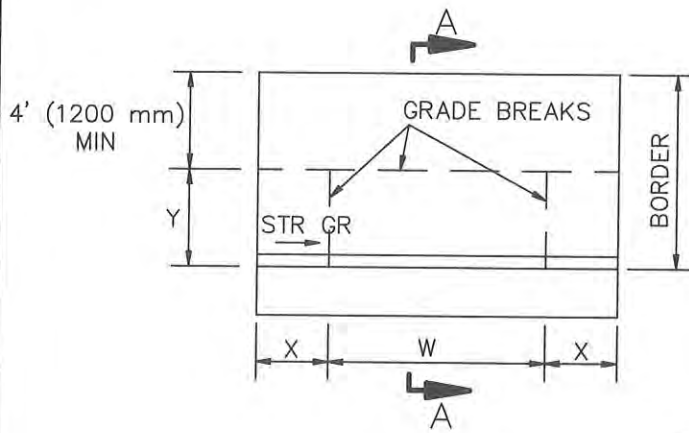
BASIC SEPARATION STANDARDS

1. PARALLEL CONSTRUCTION: THERE SHALL BE AT LEAST 10 FEET HORIZONTAL CLEARANCE BETWEEN PRESSURE DOMESTIC WATER MAINS AND SEWER LINES.
2. PERPENDICULAR CONSTRUCTION (CROSSING): PRESSURE WATER MAINS SHALL BE AT LEAST ONE FOOT ABOVE SANITARY SEWER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: ALTERNATE CONSTRUCTION CRITERIA WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ARE SHOWN BELOW:

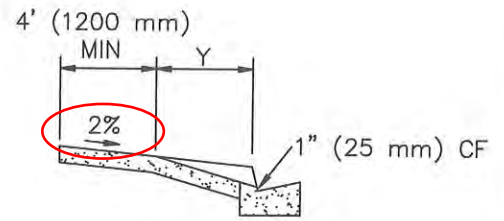
ZONE	SEWER CONSTRUCTION (EXISTING WATER)
B	1) EXTRA STRENGTH V.C.P. WITH COMPRESSION JOINTS. 2) APPROVED ALTERNATES.
C/D	1) A CONTINUOUS SECTION OF DUCTILE IRON PIPE WITH HOT DIP BITUMINOUS COATING. 2) APPROVED ALTERNATES.
A	NO CONSTRUCTION WITHOUT APPROVAL OF LOMITA MUNICIPAL WATER DEPARTMENT AND STATE DEPARTMENT OF HEALTH SERVICES.
P	CONSTRUCTION WITHIN THIS AREA PROHIBITED.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	SEWER AND WATER SEPARATION REQUIREMENTS	STANDARD NO.
SEPT 1, 2007		S-106
DATE: AUG 22, 2007	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 1

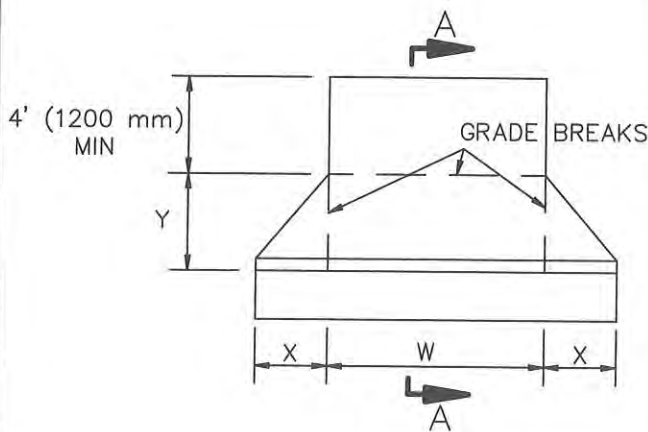


TYPE A

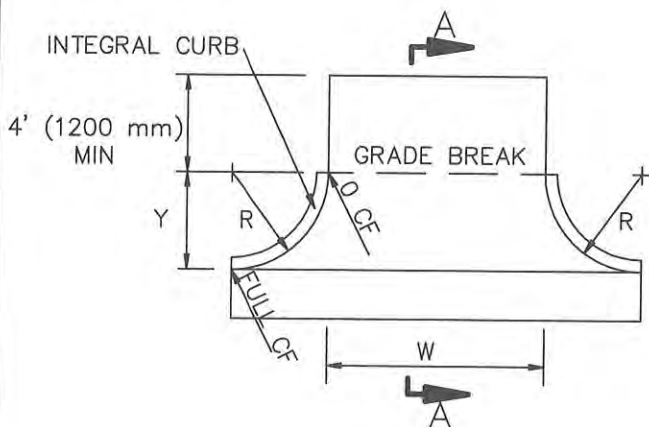


SECTION A-A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)	8'-9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

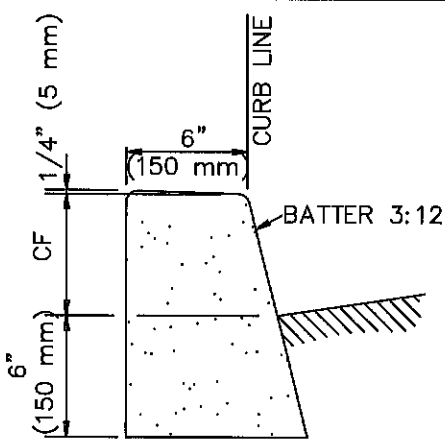
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

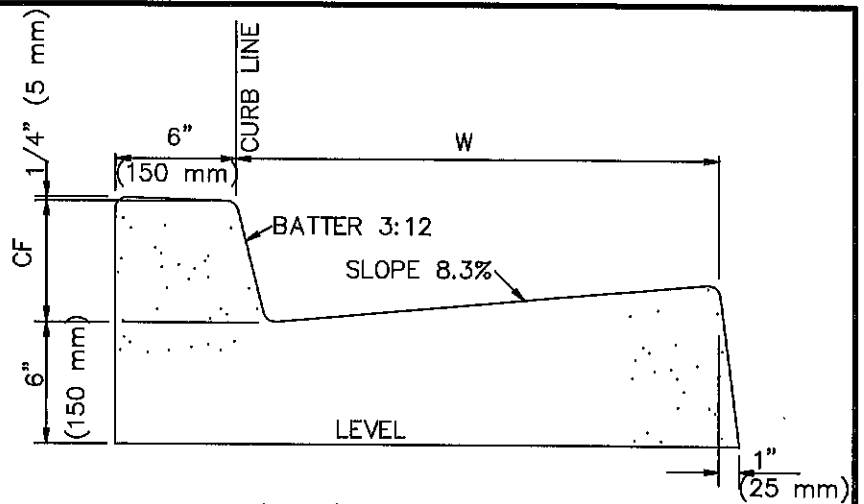
DRIVEWAY APPROACHES

STANDARD PLAN

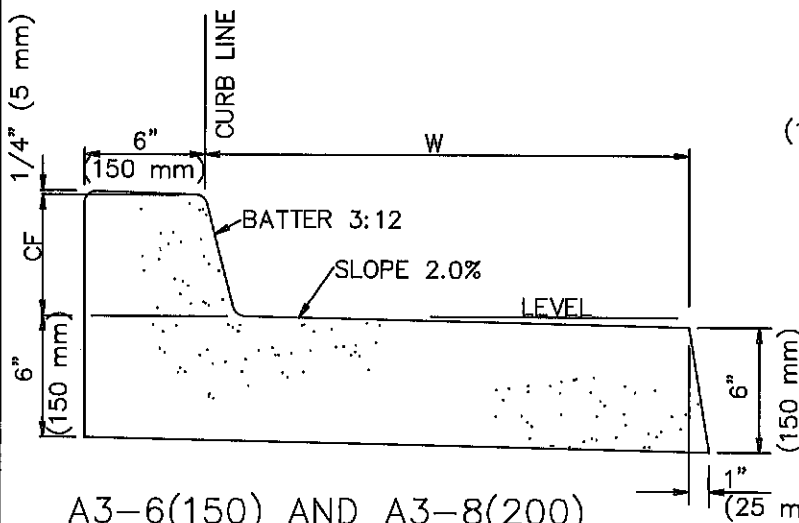
110-2



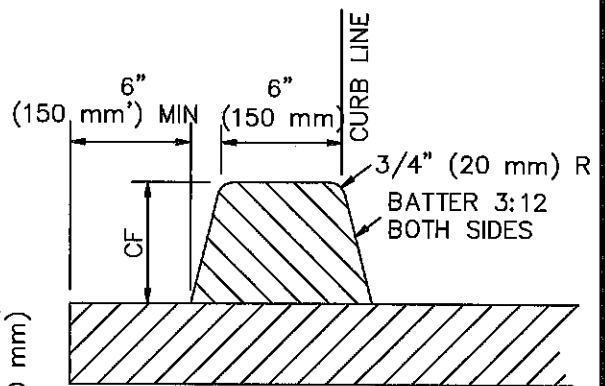
A1-6(150) AND
A1-8(200)



A2-6(150) AND A2-8(200)



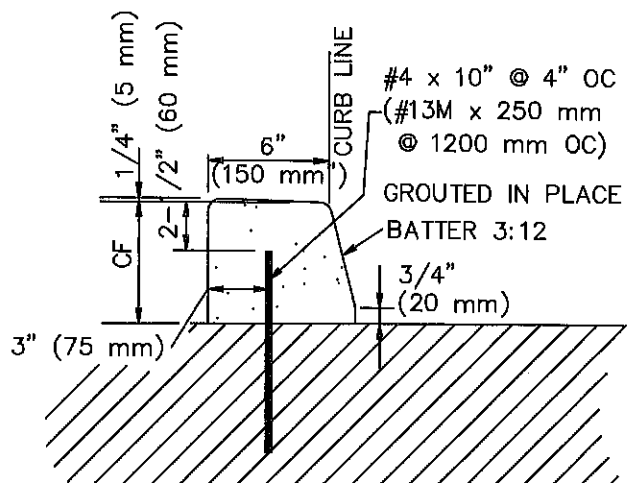
A3-6(150) AND A3-8(200)



D1-6(150) AND
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

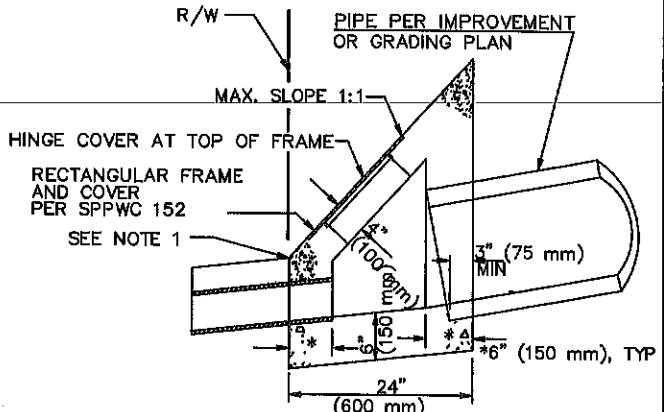
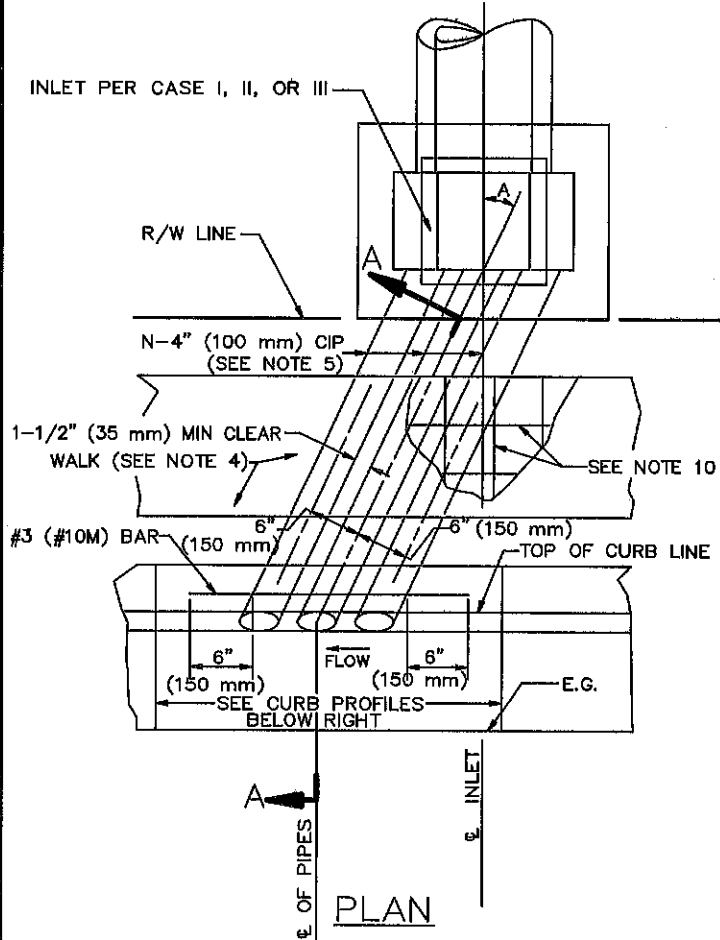
CURB AND GUTTER - BARRIER

STANDARD PLAN

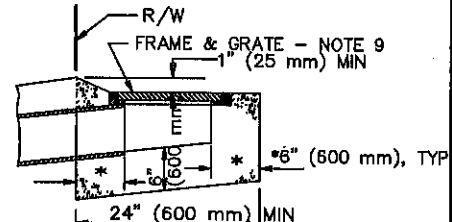
120-2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

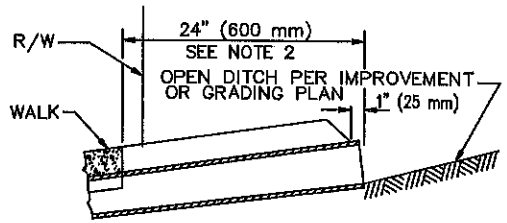
Copyright © 2009, Reg. C.C. Mtg. Page #202
SHEET 1 OF 1



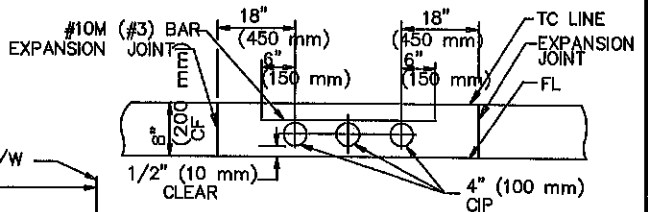
CASE I INLET
TRANSITION STRUCTURE SECTION



CASE II INLET
DROP INLET CATCH BASIN SECTION

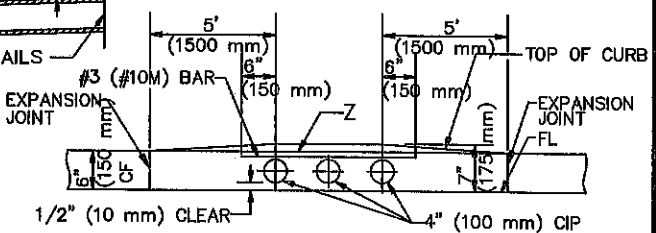


CASE III INLET
GRADED DITCH SECTION



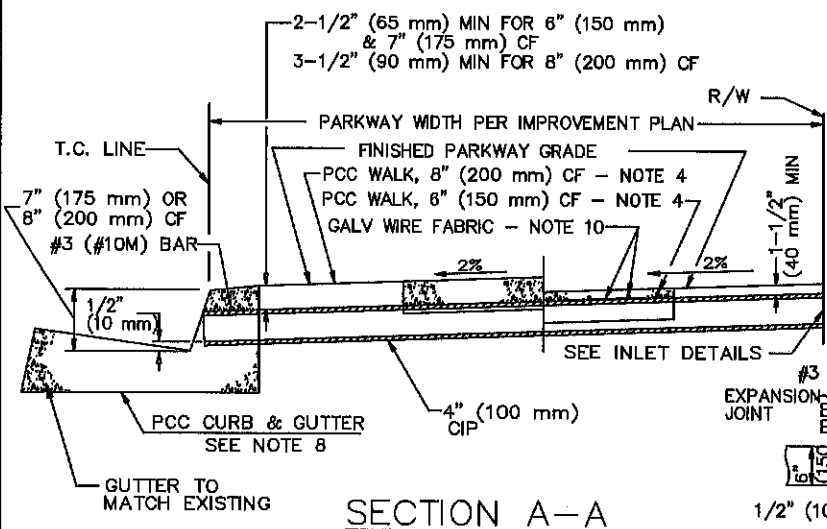
NOTE: APPLIES TO ANY NUMBER OF PIPES

CURB PROFILE
8" (200 mm) CURB FACE



NOTE: APPLIES TO ANY NUMBER OF PIPES
Z = TOP-OF-CURB LINE SHOWN ON PROFILE

CURB PROFILE
6" (150 mm) CURB FACE



SECTION A-A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

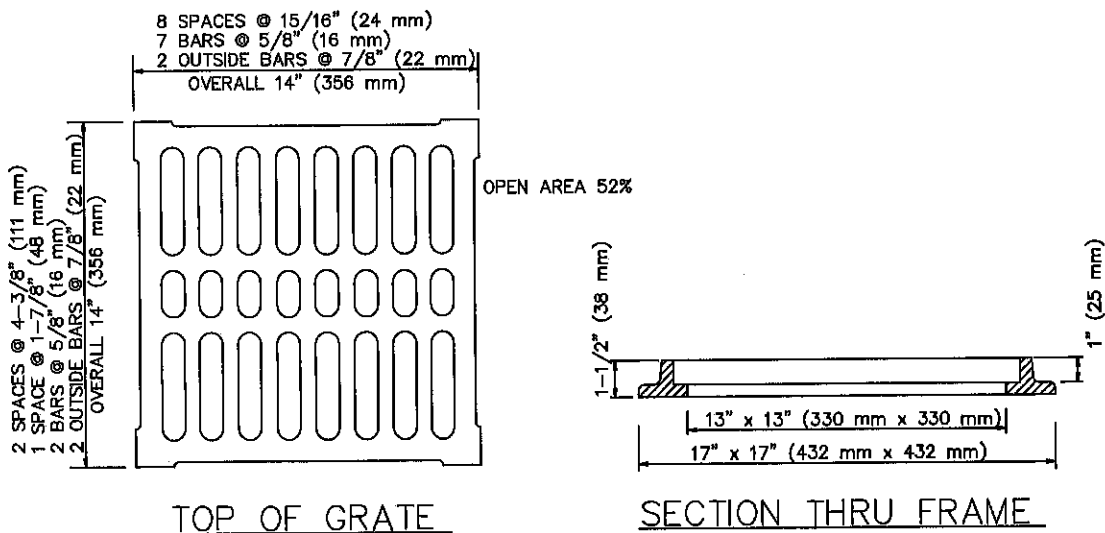
PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1992, 1996, 2009

CURB DRAIN

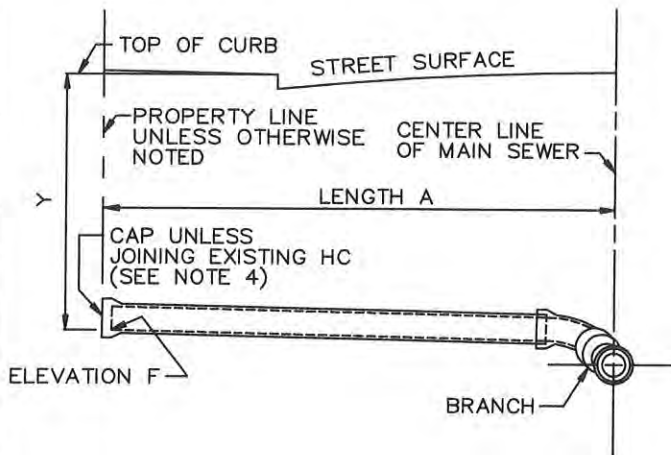
STANDARD PLAN
150-3

NOTES

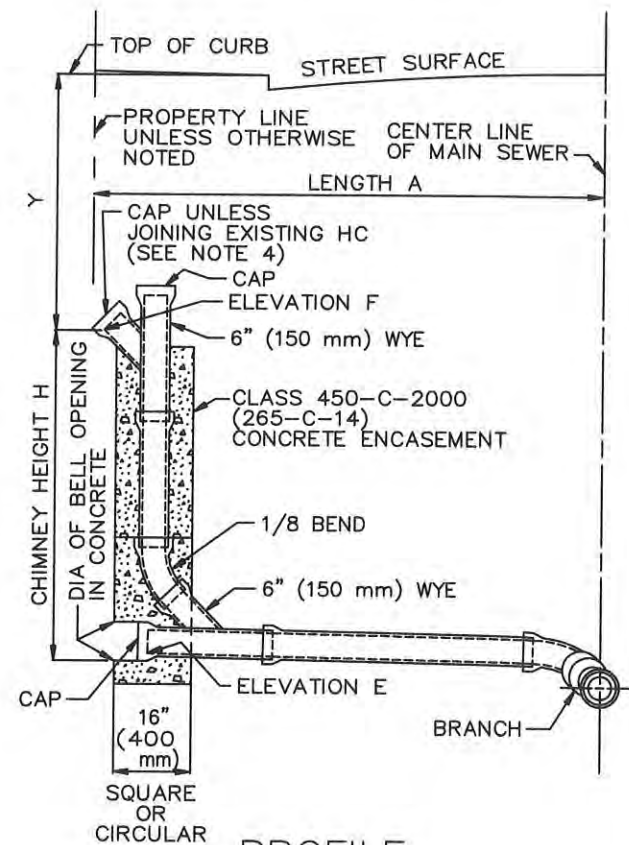
1. IF THE TOP OF SLOPE IS ALLOWED WITHIN THE R/W, INLET CASE I BEGINS AT THE TOP RATHER THAN THE R/W LINE.
2. FOR OPEN DITCH (CASE INLET III), THE 24" (600 mm) EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 24" (600 mm) OR MORE FROM THE R/W LINE; HOWEVER, PIPE SHALL EXTEND TO R/W LINE.
3. TOP OF INLET STRUCTURE (CASE I AND II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.
4. CONSTRUCT PCC WALK WHEN SPECIFIED ON PLANS. THE CONTRACT PRICE PAID FOR PCC WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUNCTION WITH PARKWAY CULVERT.
5. "N" EQUALS NUMBER OF PIPES (MAXIMUM OF THREE) AS SPECIFIED ON PLANS.
6. INLET CASE TO BE SPECIFIED ON PLANS.
7. ANGLE A EQUALS 0°; UNLESS OTHERWISE SPECIFIED.
8. TYPE, DIMENSIONS AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER PLANS.
9. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR CASE II INLET SHALL BE GALVANIZED CAST IRON. WEIGHT OF FRAME AND GRATE SHALL BE 80 LBS (36 kg).
10. AT LOCATIONS WITH LESS THAN 8" (200 mm) CURB FACE, USE 6x6-10/10 (152x152-MW9.1xMW9.1) GALVANIZED WIRE FABRIC. WIRE FABRIC SHALL EXTEND 8" (200 mm) BEYOND THE EDGE OF CAST IRON PIPES.



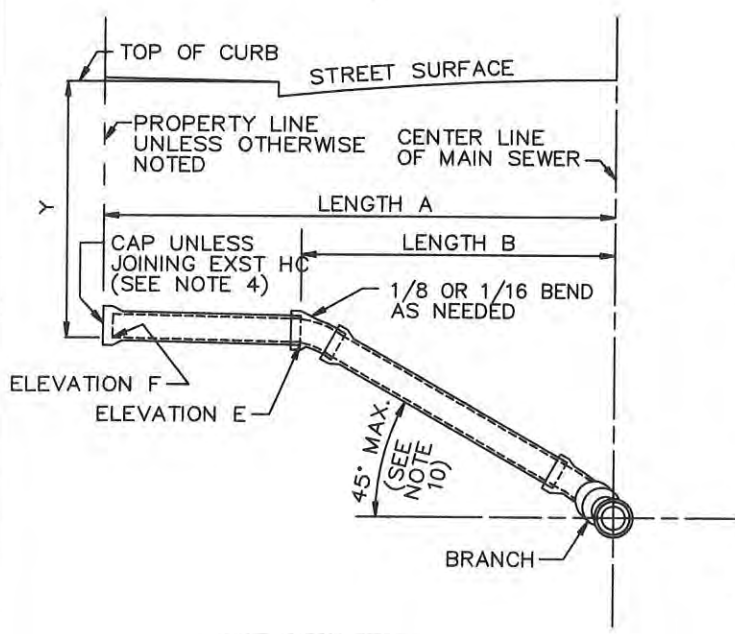
GRATE FOR CASE II INLET



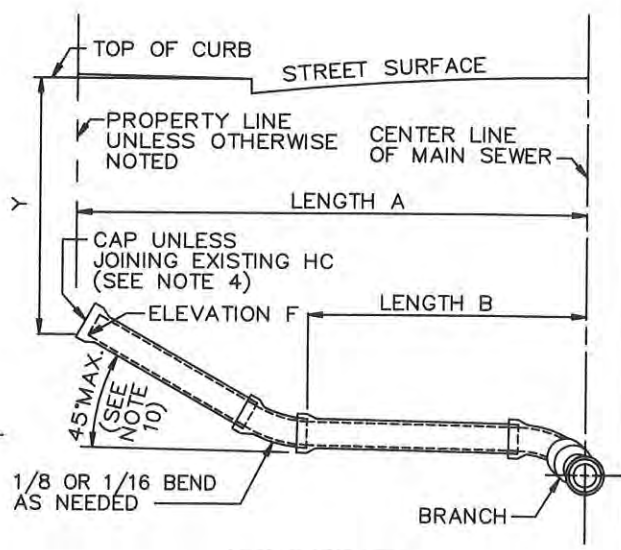
PROFILE TYPE A



PROFILE TYPE B



PROFILE TYPE C



PROFILE TYPE D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

HOUSE CONNECTION SEWER

STANDARD PLAN
222-2

NOTES

1. EXCEPT AS OTHERWISE INDICATED ON THE PLANS, ALL HOUSE CONNECTION SEWERS SHALL BE TYPE "A" AND SHALL BE CONSTRUCTED ON STRAIGHT LINES AND GRADES BETWEEN CONTROL POINTS AND ELEVATIONS.
2. DIMENSIONS:
 - A. $Y = 6'$ (1.85 m)
 - B. LENGTHS "A" AND "B" - SEE PLANS
 - C. HEIGHT "H" - SEE PLANS
 - D. ELEVATIONS "E" AND "F" - SEE PLANS
3. ALL HOUSE CONNECTION SEWER PIPE SHALL BE 150 mm (6") UNLESS OTHERWISE INDICATED AND MAY BE ANY OF THE FOLLOWING:
 - A. VC PIPE
 - B. PE PIPE
 - C. ABS SOLID WALL PIPE
 - D. ABS COMPOSITE PIPE
 - E. PVC PLASTIC PIPE

PROVIDED THAT CHANGES FROM ONE TYPE OF MATERIAL OR SIZE TO ANOTHER SHALL BE MADE ONLY BY MEANS OF SUITABLE ADAPTERS APPROVED BY THE ENGINEER.

4. THE UPPER END OF THE HOUSE CONNECTION SHALL BE SEALED BY INSTALLING A CAP AND SEALING THE CAP WITH 1" (25 mm) THICK TYPE "F" MORTAR AROUND THE CIRCUMFERENCE OF THE CAP.
5. EXCEPT AS CONTROLLED BY ELEVATIONS INDICATED ON THE PROJECT PLANS, THE MINIMUM SLOPE FOR ALL PIPE SHALL BE 2% ($S=0.02$ MINIMUM).
6. THE FIGURE IN A CIRCLE ON THE PLANS ADJACENT TO A HOUSE CONNECTION SEWER STATION INDICATES THE DEPTH IN FEET (METERS) BELOW THE EXISTING TOP OF CURB TO WHICH THE INVERT OF THE UPPER END OF THE HOUSE CONNECTION SEWER SHALL BE CONSTRUCTED. IF NO DEPTH IS INDICATED, THE INVERT OF THE UPPER END SHALL BE THE ELEVATION SHOWN ON THE PROFILE. WHERE NEITHER DEPTH NOR ELEVATION IS INDICATED, THE INVERT SHALL BE 6' (1.85 m) BELOW THE TOP OF THE EXISTING CURB.
7. BRANCHES SHALL BE EITHER TEES OR WYES AND SHALL BE ROTATED UPWARD FROM THE HORIZONTAL TO AN ANGLE OF $22\frac{1}{2}^{\circ}$ TO 45° WHEN TEES ARE USED. BENDS ARE NOT REQUIRED BUT MAY BE USED AT THE OPTION OF THE CONTRACTOR. WHEN THE BRANCH ROTATION DOES NOT CONFORM TO THE SLOPE OF THE HOUSE CONNECTION SEWER, PULLED JOINTS MAY BE USED FOR ADJUSTMENT.
8. THE MAXIMUM DEFLECTION AT EACH JOINT FOR 4" (100 mm) AND 6" (150 mm) VITRIFIED CLAY PIPE HOUSE CONNECTION SEWERS SHALL BE 4", WHICH IS EQUAL TO A PULL OF $9/16"$ (14 mm) FOR A 6" (150 mm) PIPE AND $3/8"$ (10 mm) FOR A 4" (100 mm) PIPE. (PULL IS DEFINED AS THE SEPARATION OF THE ABUTTING PIPE ENDS ON THE CONVEX SIDE OF THE CURVE MEASURED AT THE OUTSIDE PIPE BARREL.)
9. CONNECTION OF A BUILDING SEWER SMALLER THAN 6" (150 mm) TO A 6" (150 mm) HOUSE CONNECTION SEWER SHALL BE MADE USING AN APPROVED INCREASER TEE OR AN INCREASER FOLLOWED BY A TEE.
10. ALL HOUSE CONNECTION SEWERS OR PORTIONS THEREOF CONSTRUCTED ON A SLOPE EXCEEDING 45° SHALL BE ANCHORED PER SPPWC 221.
11. HOUSE CONNECTION SEWERS CONSTRUCTED PURSUANT TO A HOUSE CONNECTION PERMIT SHALL CONFORM TO ALL APPLICABLE STATUTES AND ORDINANCES.

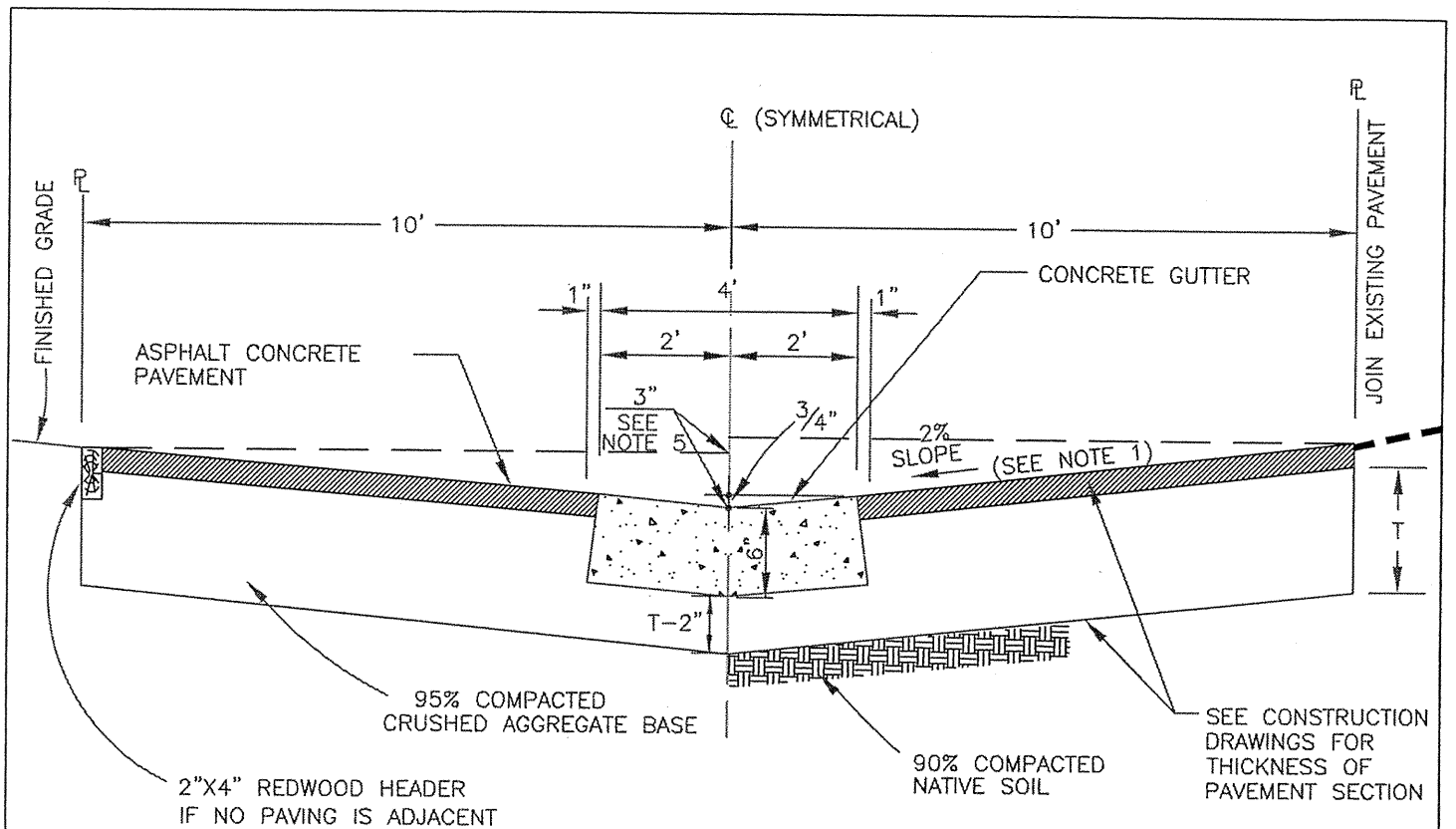
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

HOUSE CONNECTION SEWER

STANDARD PLAN

222-2

SHEET 2 OF 2

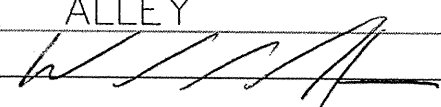


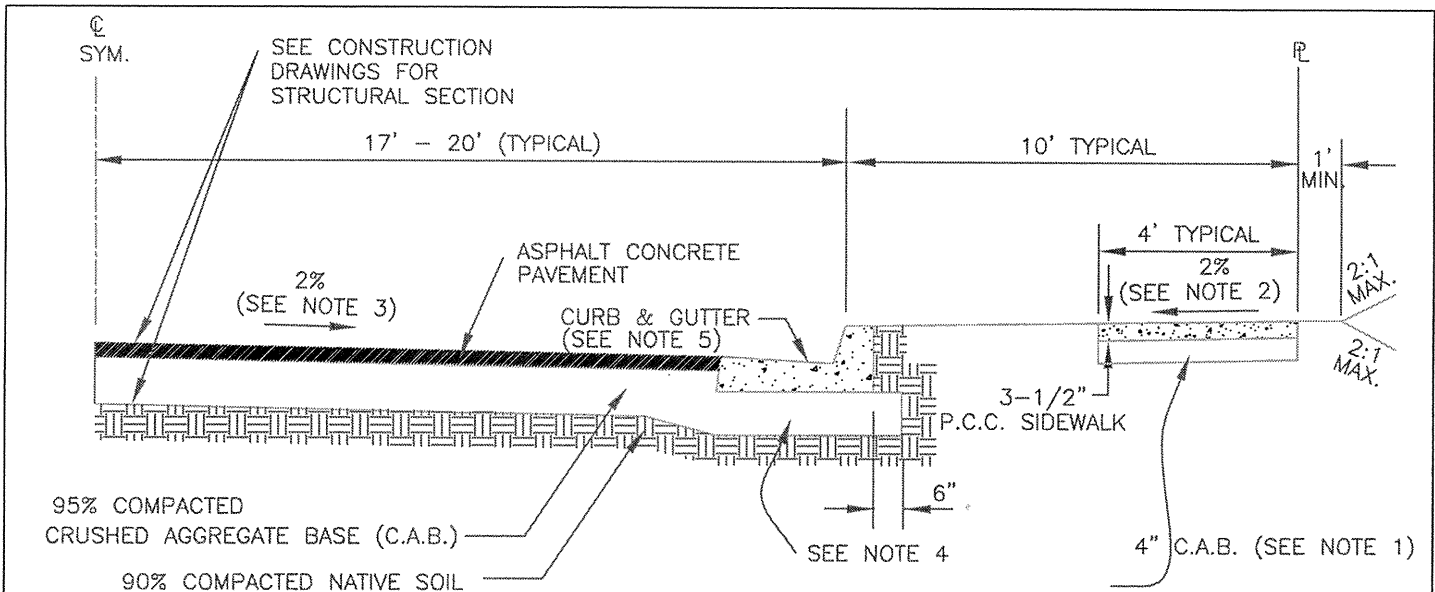
TYPICAL SECTION
NOT TO SCALE

NOTES:

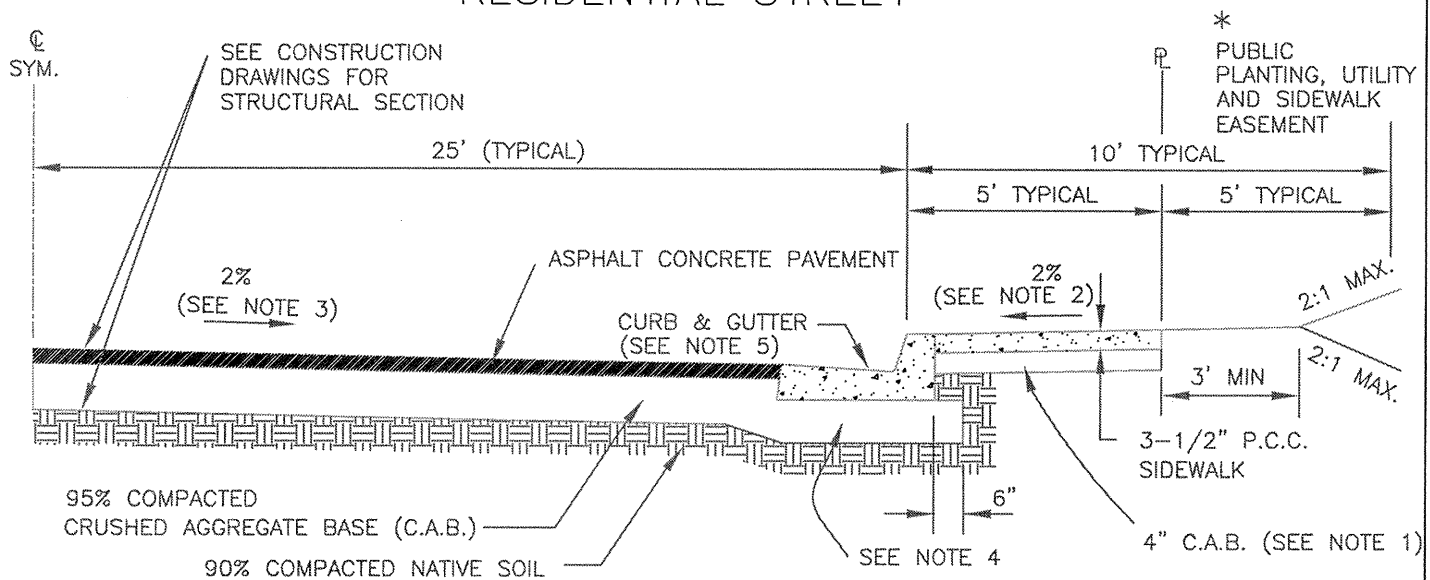
1. IF APPROVED BY THE CITY ENGINEER, SLOPE MAY VARY 1% MIN. TO 5% MAX. TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS. IF MIN. AND MAX. SLOPES CAN NOT BE MET, OFFSET THE FLOW LINE.
2. SMOOTH TROWEL 8" WIDE FLOWLINE IN CONCRETE GUTTER
3. EXPANSION JOINTS IN GUTTER SHALL BE INSTALLED AT 40'-50' INTERVALS WITH FOUR NO.4 SMOOTH DOWELS (18" LONG).
4. WEAKENED PLANE JOINTS IN GUTTER SHALL BE INSTALLED AT 20'-25' INTERVALS.
5. T: THICKNESS OF CRUSHED AGGREGATE BASE (C.A.B.)

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED	TYPICAL SECTION ALLEY	STANDARD NO.
SEPT 1, 2007		ST-101
DRAWN BY: SHIVDEV S. BRAR	 WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 1
DATE: AUG 14, 2007		



RESIDENTIAL STREET



INDUSTRIAL STREET

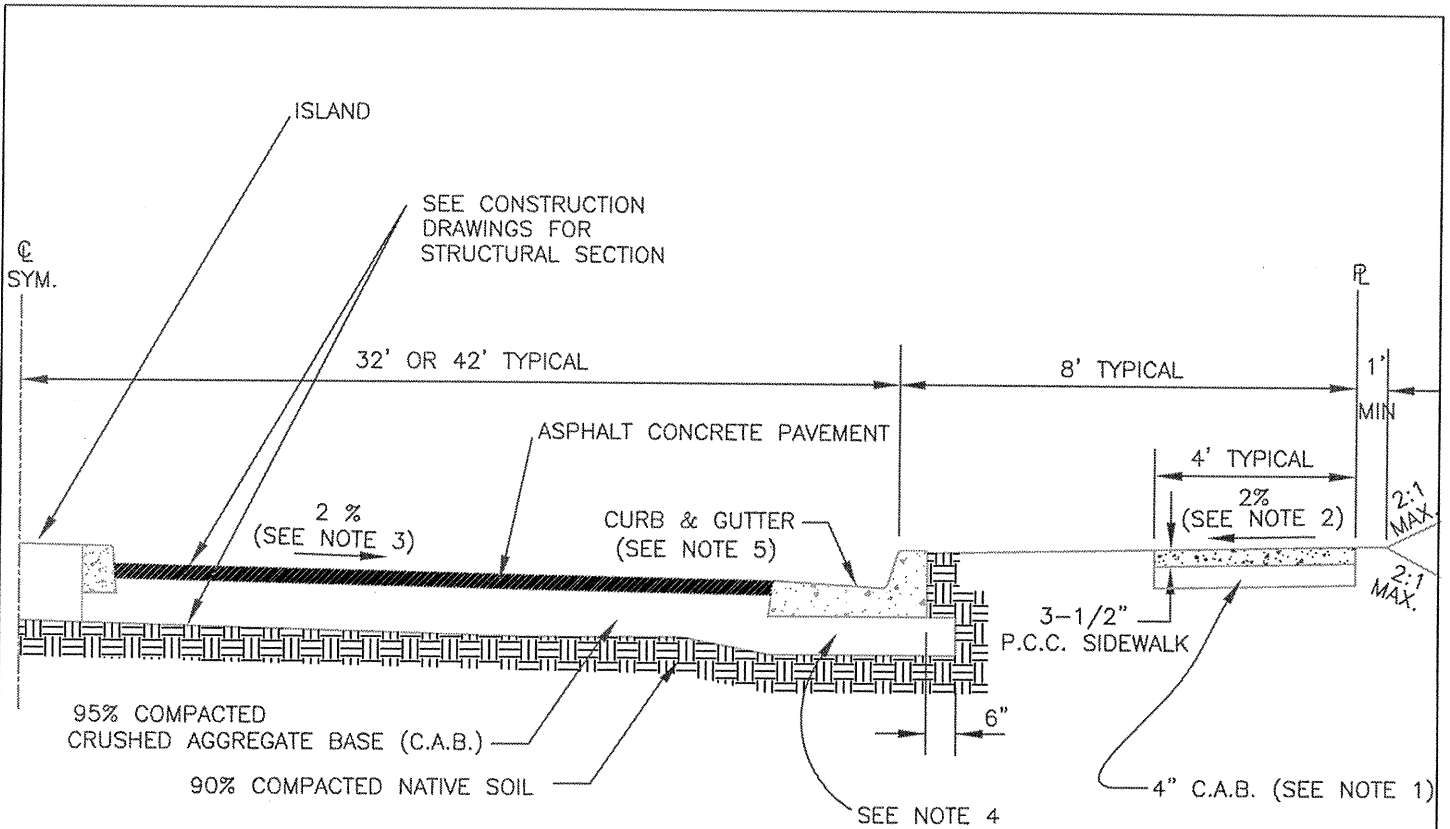
NOTES:

1. THE BASE MAY BE OMITTED UNDER SIDEWALK IF SUBGRADE IS SANDY SOIL.
2. TYPICAL - MAY VARY 0.5% MIN. TO 2.0% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
3. TYPICAL - MAY VARY 1% MIN. TO 4.0% MAX TO MATCH EXISTING CONDITONS AND TO FACILITATE JOINS.
4. THICKNESS OF BASE REQUIRED UNDER CURB & GUTTER SHALL BE 8" ON CLAYEY SOILS AND 6" ON SANDY SOILS.
5. CURB AND GUTTER AS PER APWA 120 TYPE A2-200(8)

* EASEMENT BEHIND SIDEWALK SHALL ONLY BE USED WHERE CONSISTANT WITH EXISTING NEIGHBORHOOD
 NEW INDUSTRIAL STREETS SHALL DEDICATE THE FULL PARKWAY WIDTH AS A STREET EASEMENT, WITH
 SIDEWALK LOCATED ADJACENT TO THE CURB.

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED	TYPICAL SECTION LOCAL STREET	STANDARD NO.
SEPT 1, 2007		ST-102
DRAWN BY: SHIVDEV SINGH BRAR	 WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	September 5, 2023, Reg. CC Mtg., Page #208
DATE: AUG 15, 2007		



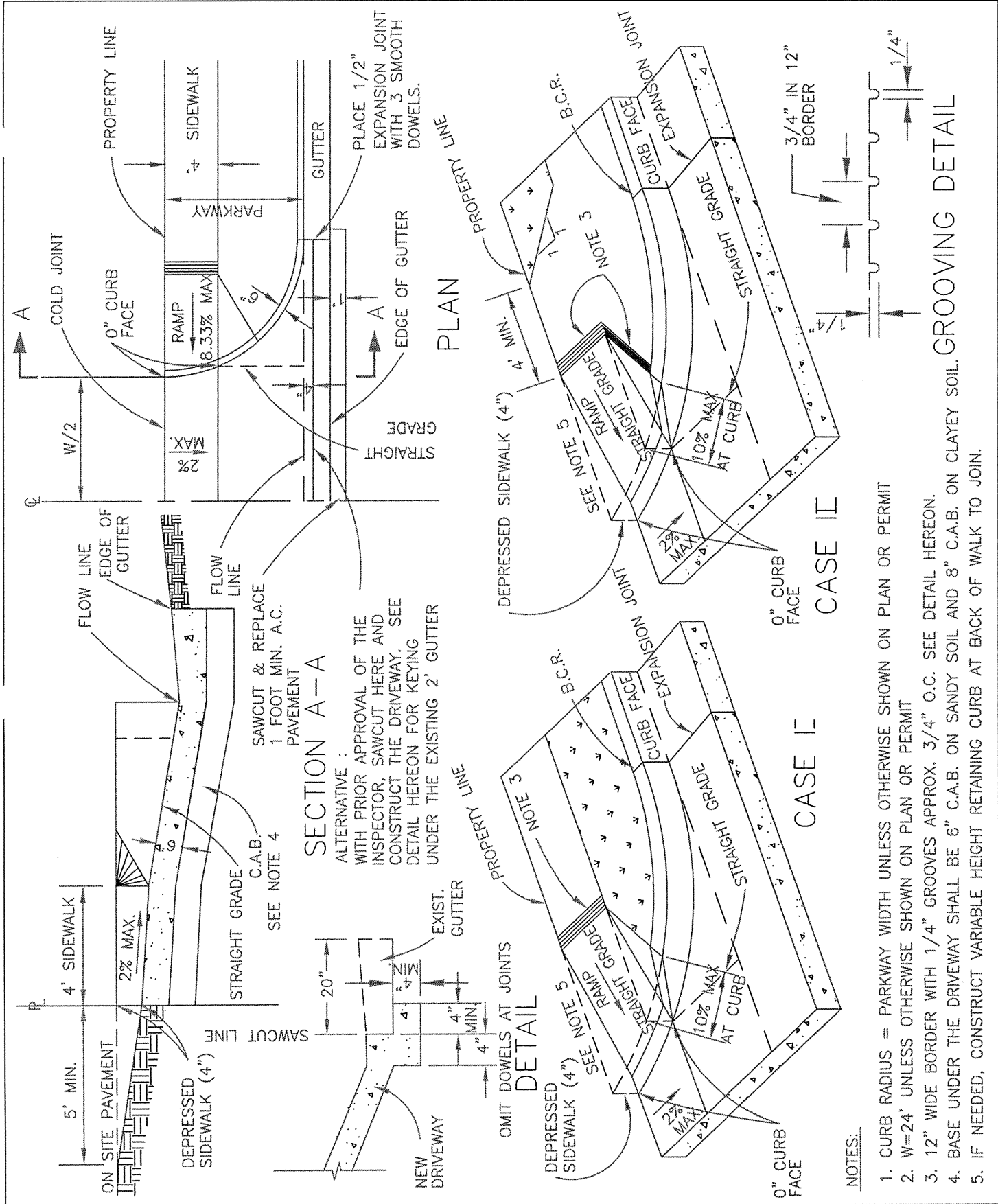
MINOR AND MAJOR ARTERIAL

NOTES:

1. THE BASE MAY BE OMITTED UNDER SIDEWALK IF SUBGRADE IS SANDY SOIL.
2. TYPICAL – MAY VARY 0.5% MIN. TO 2% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
3. TYPICAL – MAY VARY 1% MIN. TO 4.0% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
4. THICKNESS OF BASE REQUIRED UNDER CURB & GUTTER SHALL BE 8" ON CLAYEY SOILS AND 6" ON SANDY SOIL.
5. CURB AND GUTTER AS PER APWA 120 TYPE A2-200(8)

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	TYPICAL SECTION COLLECTOR AND ARTERIAL STREET	STANDARD NO.
SEPT 1, 2007		ST-103
DRAWN BY: SHIVDEV SINGH BRAR	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 1
DATE: AUG 15, 2007		



PLAN

SECTION A-A

CASE I

CASE II

GROOVING DETAIL

ALTERNATIVE :
 WITH PRIOR APPROVAL OF THE
 INSPECTOR, SAWCUT HERE AND
 CONSTRUCT THE DRIVEWAY. SEE
 DETAIL HEREON FOR KEYING
 UNDER THE EXISTING 2' GUTTER

SAWCUT & REPLACE
 1 FOOT MIN. A.C.
 PAVEMENT
 SEE NOTE 4

NOTES:

1. CURB RADIUS = PARKWAY WIDTH UNLESS OTHERWISE SHOWN ON PLAN OR PERMIT
2. W=24' UNLESS OTHERWISE SHOWN ON PLAN OR PERMIT
3. 12" WIDE BORDER WITH 1/4" GROOVES APPROX. 3/4" O.C. SEE DETAIL HEREON.
4. BASE UNDER THE DRIVEWAY SHALL BE 6" C.A.B. ON SANDY SOIL AND 8" C.A.B. ON CLAYEY SOIL. ON CLAYEY SOIL, ON CLAYEY SOIL, ON CLAYEY SOIL, ON CLAYEY SOIL.
5. IF NEEDED, CONSTRUCT VARIABLE HEIGHT RETAINING CURB AT BACK OF WALK TO JOIN.

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

RADIUS DRIVEWAY
 WITH DEPRESSED SIDEWALK

STANDARD NO.
 ST-105

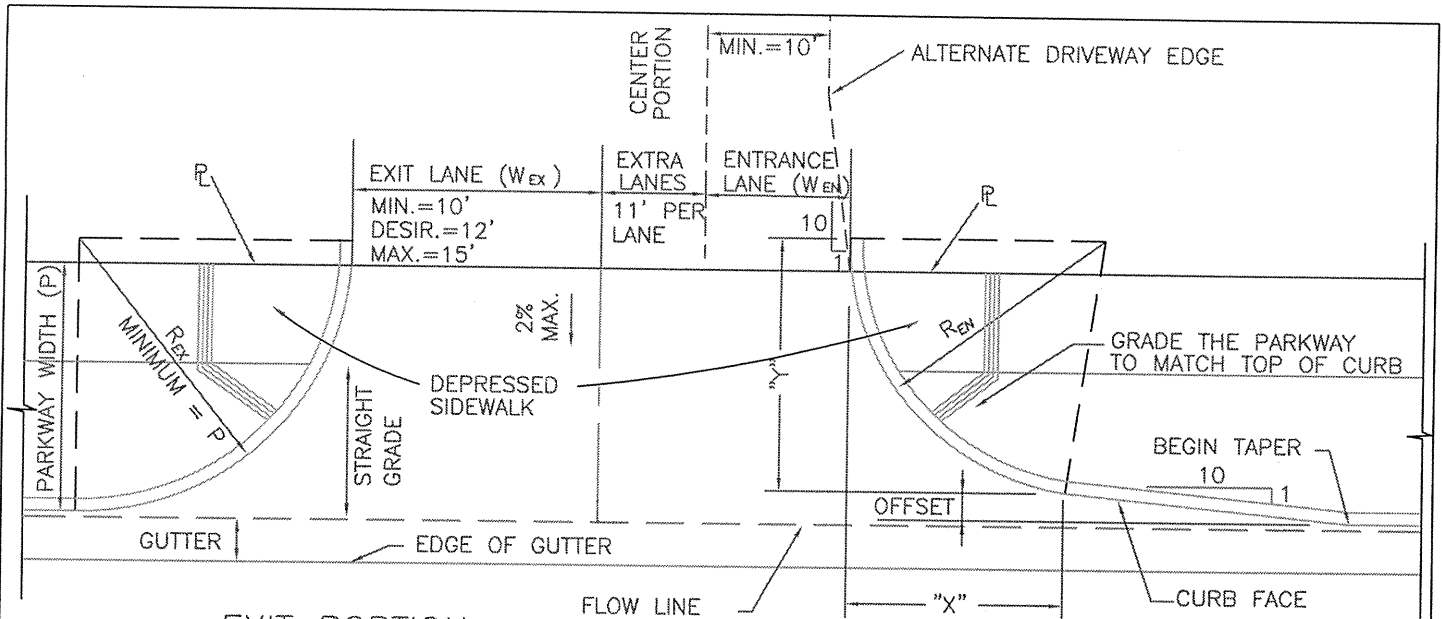
DATE ISSUED
 SEPT 1, 2007

DRAWN BY:
 SHIVDEV SINGH BRAR

DATE:
 AUG 15, 2007

WENDELL E. JOHNSON
 CITY ENGINEER
 CERTIFICATION NO. C 66340

[Handwritten Signature]



EXIT PORTION

R_{EX}	W_{EX}
8'	15'
10'	14'
12'	12'
14'	11'
15'	10'

TABLE OF W_{EN} 's WITH VARIOUS R_{EN} 's AND OFFSETS

ENTRANCE PORTION

R_{EN}	"X"	"Y"
5'	4.50'	4.98'
10'	9.00'	9.95'
15'	13.51'	14.93'
20'	18.01'	19.90'
25'	22.51'	24.88'
30'	27.01'	29.85'
35'	31.52'	34.83'
40'	36.02'	39.80'

R_{EN}	OFFSET OF					
	1'	2'	3'	4'	5'	6'
5'	47'	43'	40'	34'	32'	30'
10'	43'	39'	35'	31'	29'	26'
15'	42'	38'	32'	26'	24'	22'
20'	35'	29'	25'	22'	21'	19'
25'	28'	25'	22'	19'	17'	15'
30'	23'	20'	18'	15'	15'	14'
35'	20'	18'	16'	14'	13'	12'
40'	18'	15'	14'	12'	12'	12'

NOTES:

1. SEE T105 FOR OTHER DETAILS OF CONSTRUCTION.
2. CRITERIA SHOWN HEREON ARE DESIRABLE AND WILL GENERALLY APPLY TO NEW CONSTRUCTION. PHYSICAL CONTROLS MAY PREVENT USE OF THIS EXACT DESIGN WHEN MODIFYING EXISTING FACILITIES AND JUDGEMENT MUST BE USED TO PROVIDE OPTIMUM RESULTS AT REASONABLE COST.
3. MAXIMUM OFFSET = $P-6'$.
4. W_{EN} SHALL BE MEASURED PARALLEL TO STREET WHERE R_{EN} BECOMES TANGENT TO EDGE OF DRIVEWAY.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

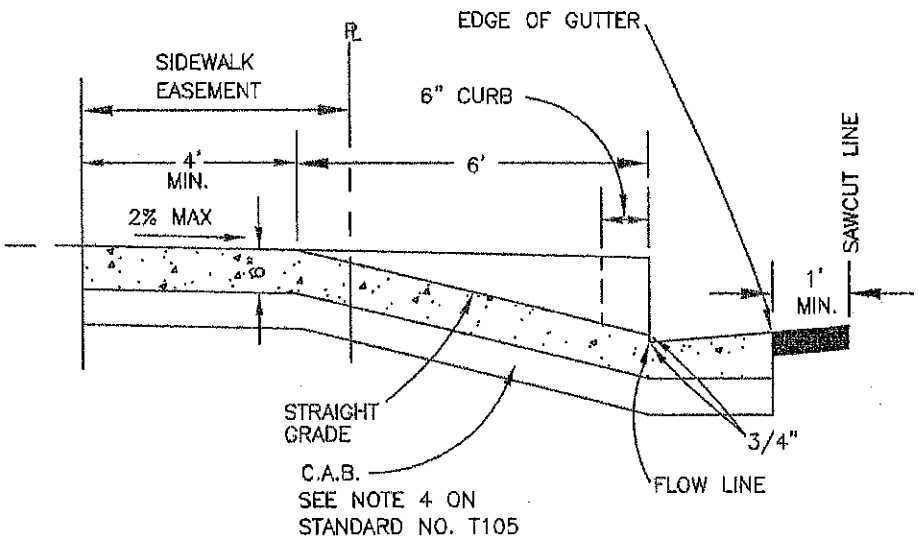
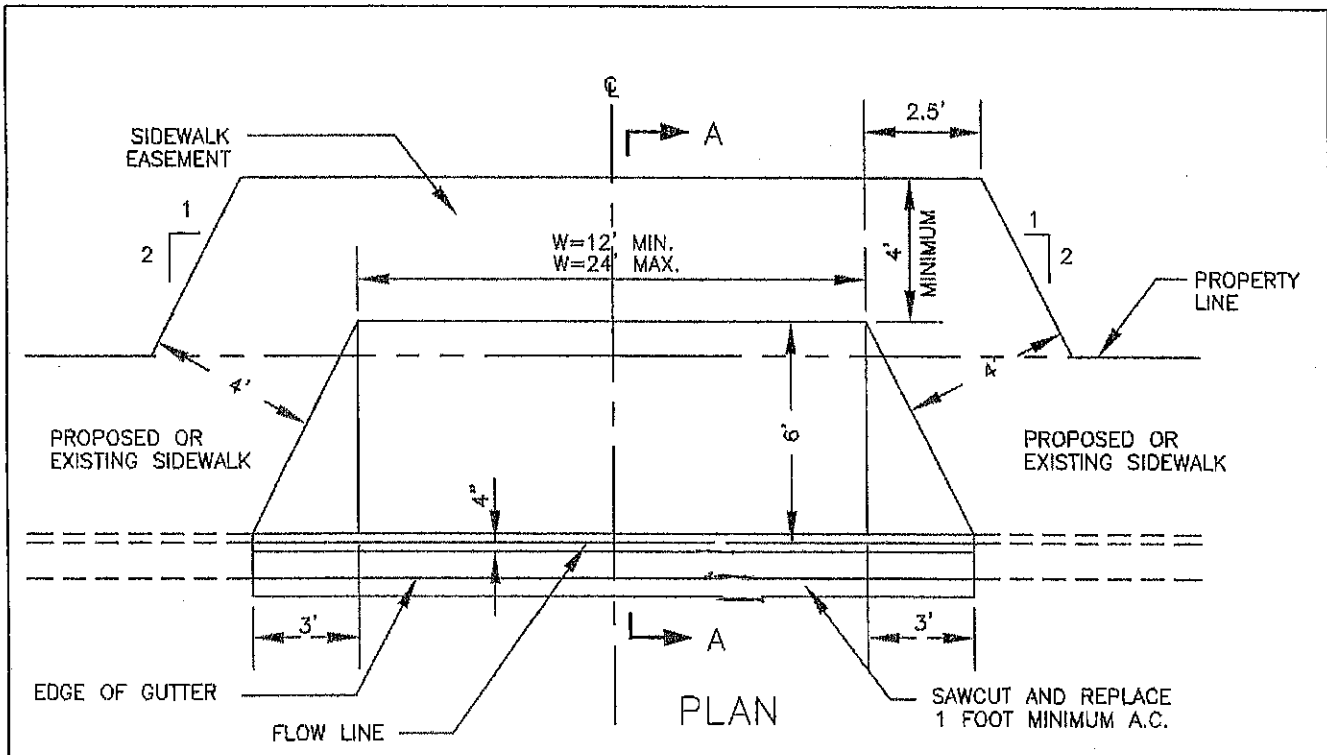
TAPERED DRIVEWAY WITH DEPRESSED SIDEWALK

DATE ISSUED
SEPT 1, 2007

DRAWN BY:
SHIVDEV SINGH BRAR
DATE:
AUG 15, 2007

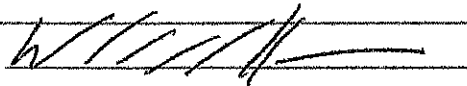
WENDELL E. JOHNSON
CITY ENGINEER
CERTIFICATION NO. C 66340

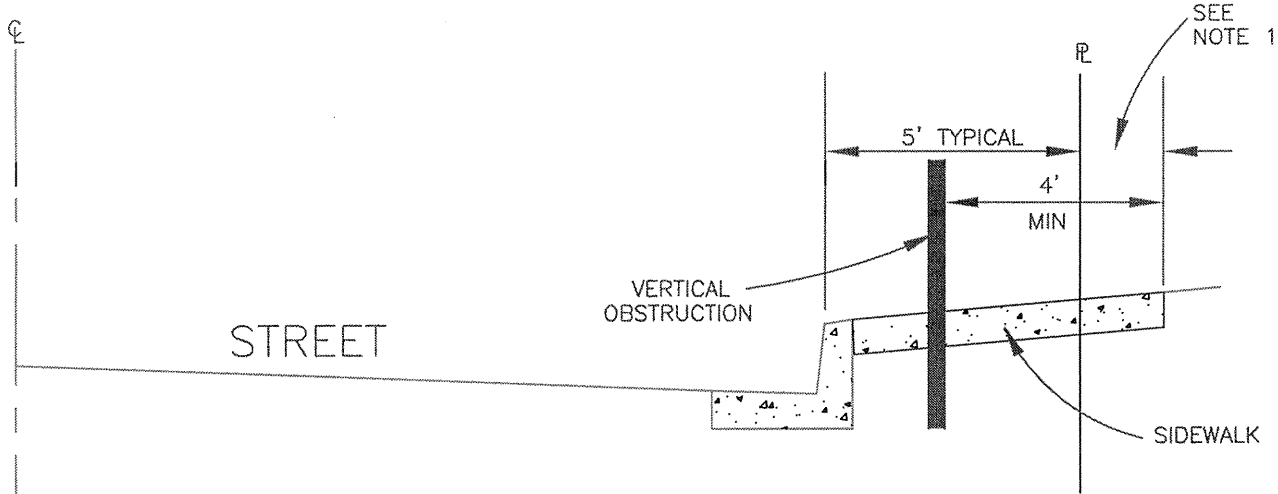
STANDARD NO.
ST-107



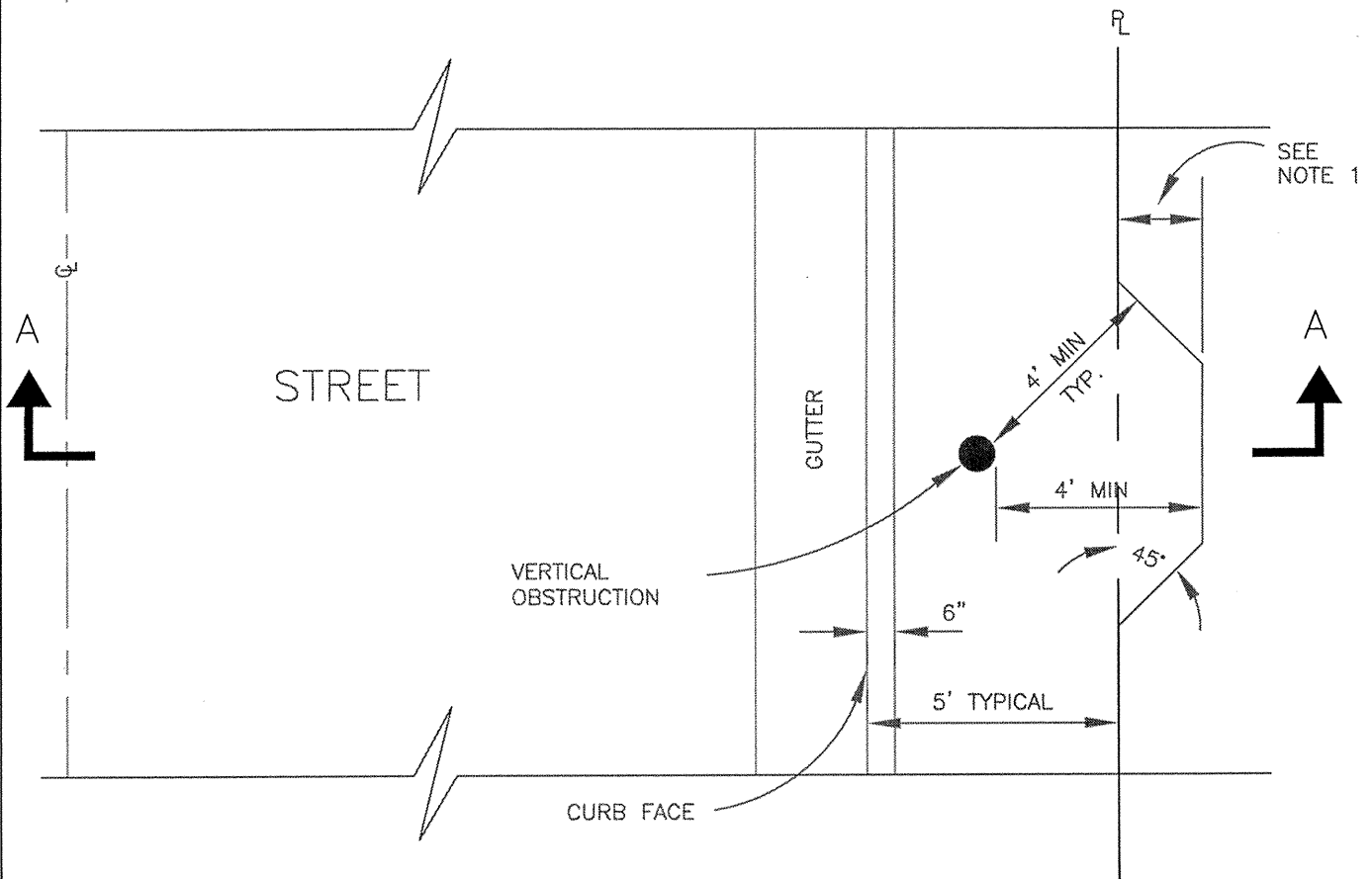
SECTION A-A

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED	DRIVEWAY IN NARROW PARKWAY	STANDARD NO.
SEPT 1, 2007		ST-108
DRAWN BY: SHIVDEV SINGH BRAR	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340 	SHEET 1 OF 1
DATE: AUG 15, 2007		September 5, 2023, Reg. CC Mtg., Page #212



SECTION A-A

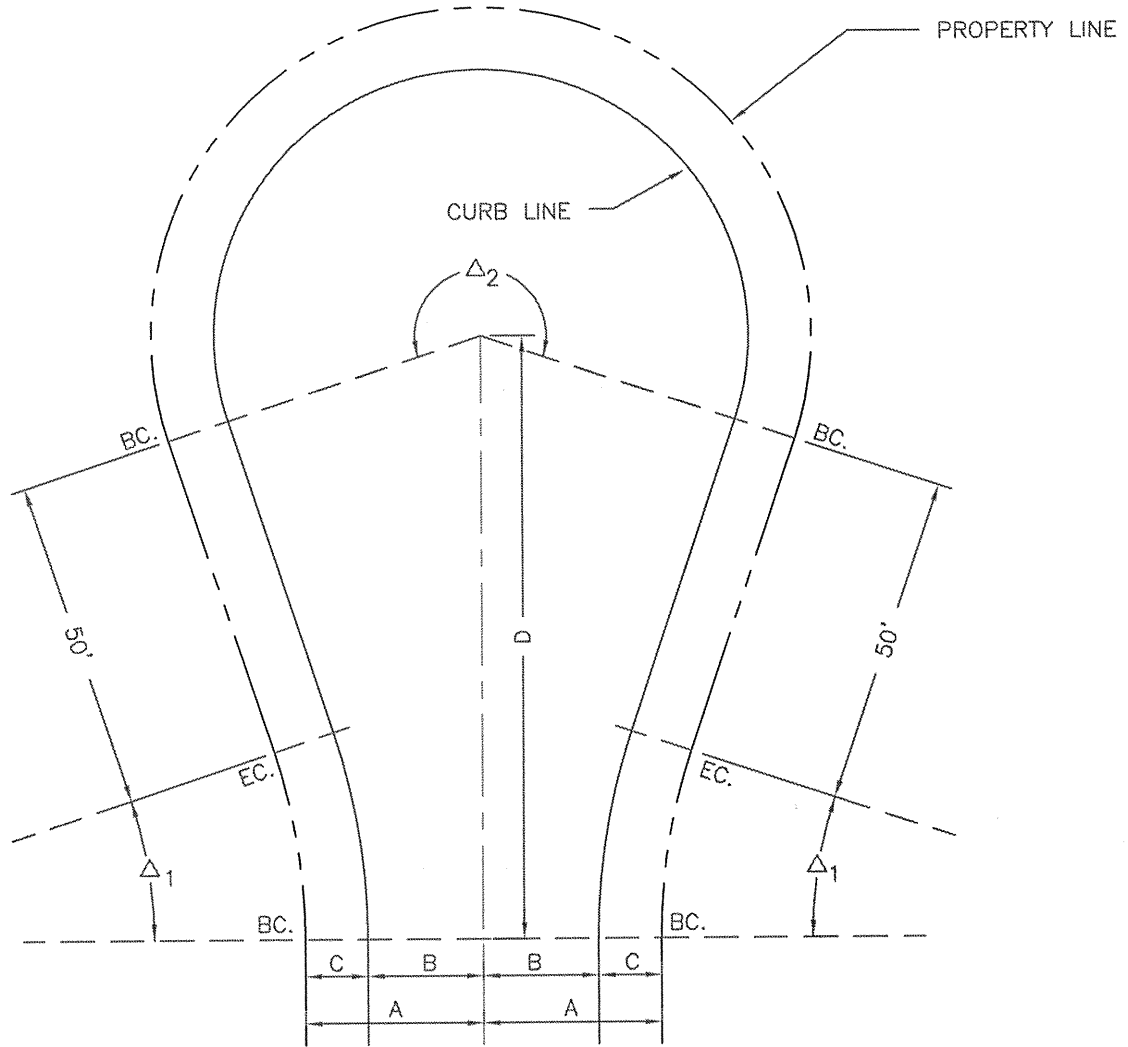


NOTES :

1. PUBLIC EASEMENT SHALL BE REQUIRED TO ACCOMODATE SIDEWALK EXPANSION AT OBSTRUCTIONS.
2. IF OBSTRUCTIONS REQUIRING SIDEWALK EXPANSION ARE WITHIN 20' OF EACH OTHER, THE SIDEWALK EXPANSION SHALL SPAN BETWEEN OBSTRUCTIONS.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	SIDEWALK EXPANSION AT OBSTRUCTIONS	STANDARD NO.
SEPT 1, 2007		ST-109
DRAWN BY: SHIVDEV SINGH BRAR	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 1
DATE: AUG 15, 2007		



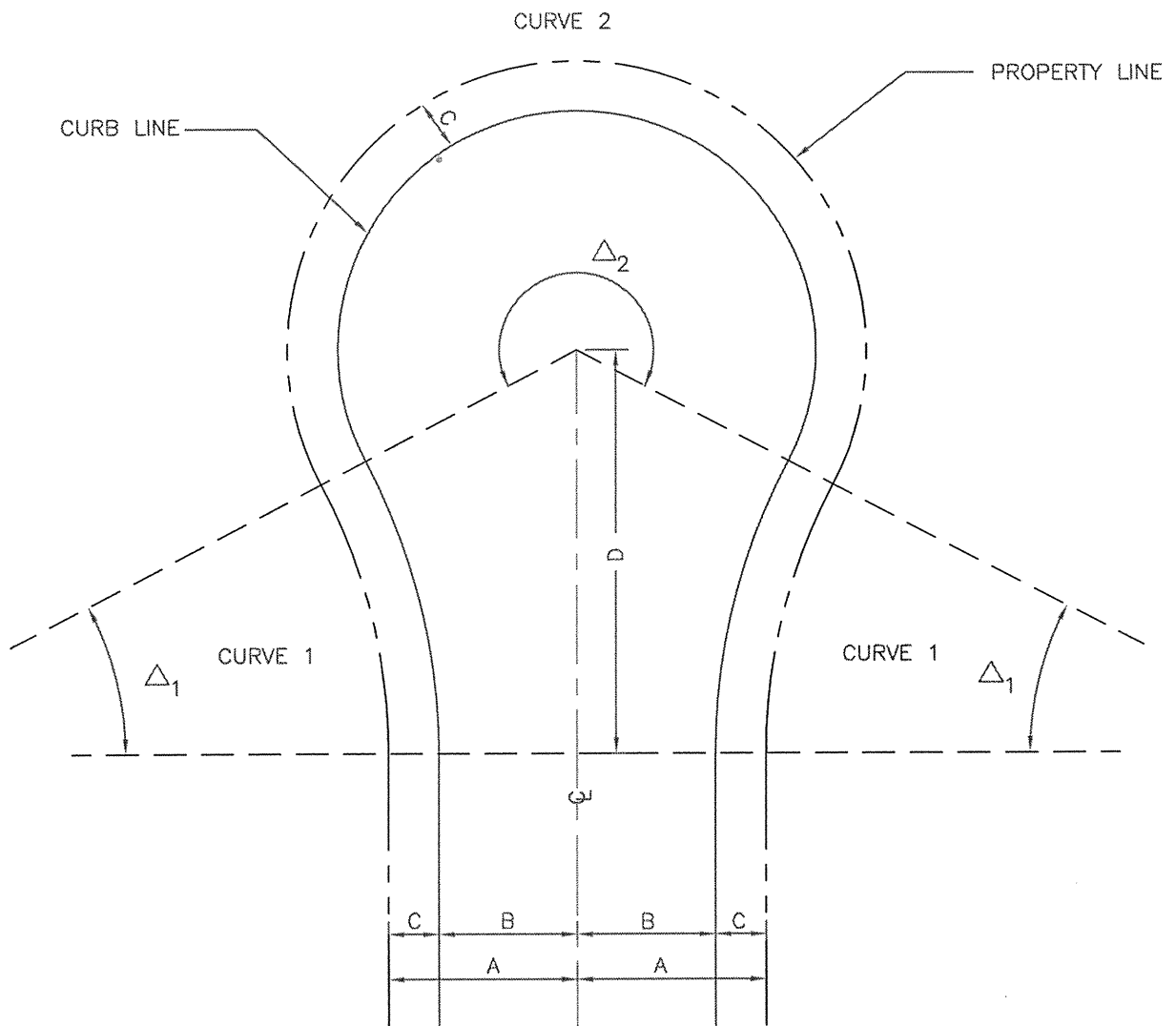
R/W	Δ_1	CURB DATA			PROPERTY LINE DATA		
		R	L	T	R	L	T
54'	18°26'16"	100'	32.18'	16.23'	90'	28.96'	14.61'
60'	16°31'22"	95'	27.40'	13.79'	90'	25.95'	13.07'

R/W	Δ_2	CURB DATA		PROPERTY LINE DATA	
		R	L	R	L
54'	216°32'16"	40'	151.41'	50'	189.26'
60'	213°02'44"	45'	167.32'	50'	185.91'

R/W	A	B	C	D
54'	27'	17'	10'	91.71'
60'	30'	25'	5'	87.75'

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	TANGENT TYPE CUL-DE-SAC	STANDARD NO.
SEPT 1, 2007		ST-110
DATE: AUG 16, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340	September 5, 2023, Reg. CC Mtg. Page #214 OF 1 SHEET

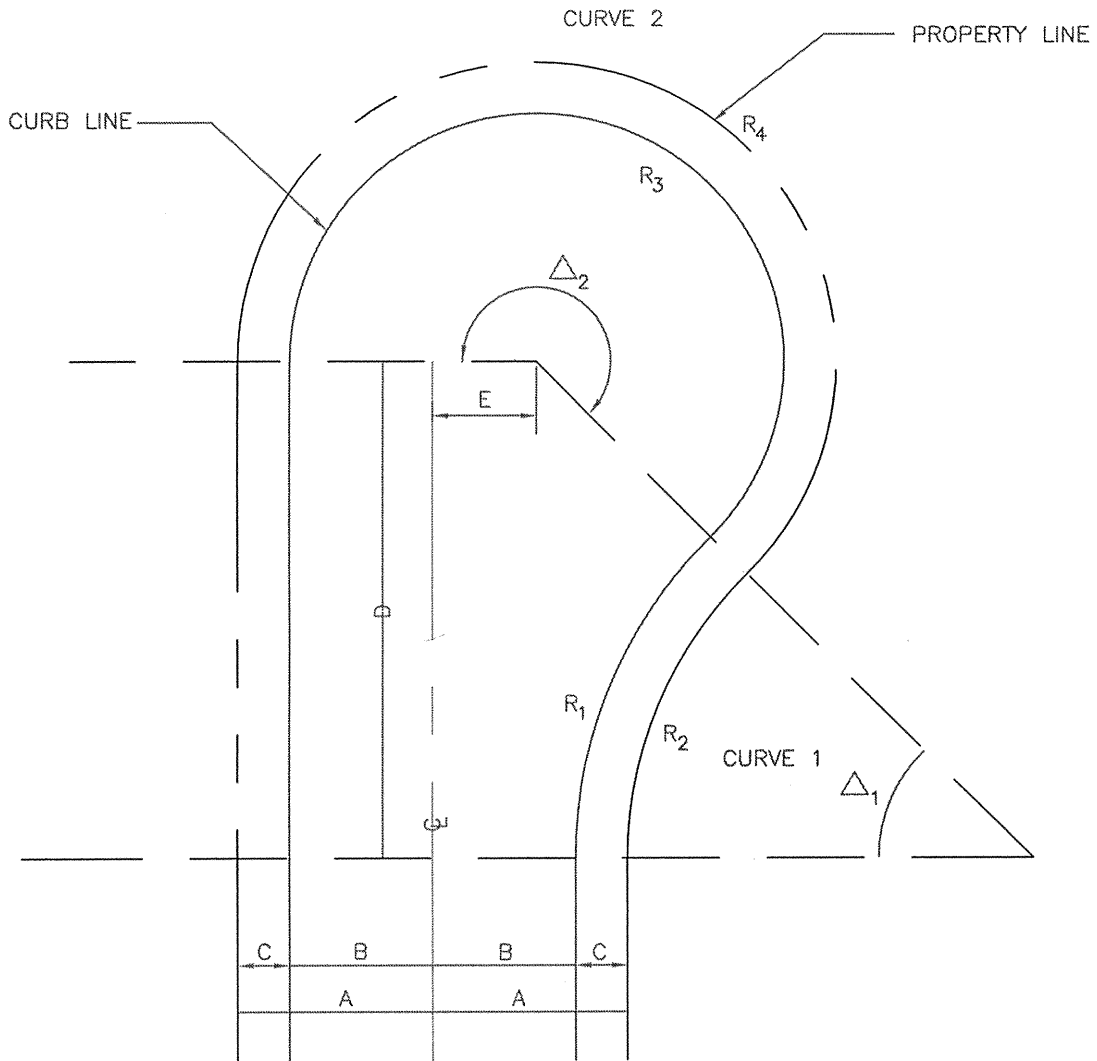


CURVE 1											
R/W	A	B	C	D	Δ_1	CURB DATA			PROPERTY LINE DATA		
						R	L	T	R	L	T
60'	30'	25'	5'	72.11'	31°00'10"	95'	51.40'	26.35'	90'	48.70'	24.96'
54'	27'	17'	10'	76.88'	33°18'35"	100'	58.14'	29.92'	90'	52.32'	26.92'

CURVE 2									
R/W	A	B	C	D	Δ_2	CURB DATA		PROPERTY LINE DATA	
						R	L	R	L
60'	30'	25'	5'	72.11'	242°00'20"	45'	190.07'	50'	211.19'
54'	27'	17'	10'	76.88'	246°37'10"	40'	172.17'	50'	215.22'

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	STANDARD CUL-DE-SAC	STANDARD NO.
SEPT 1, 2007		ST-111
DATE: AUG 16, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 1



CURVE 1												
R/W	A	B	C	D	E	Δ_1	CURB DATA			PROPERTY LINE DATA		
							R ₁	L	T	R ₂	L	T
60'	30'	20' 25'	10' 5'	84.85'	20'	50°28'44"	65'	57.27'	30.64'	60'	52.86'	28.28'
54'	27'	17'	10'	89.47'	23'	54°25'17"	70'	66.49'	35.99'	60'	56.99'	30.85'

CURVE 2											
R/W	A	B	C	D	E	Δ_2	CURB DATA		PROPERTY LINE DATA		
							R ₃	L	R ₄	L	
60'	30'	20' 25'	10' 5'	84.85'	20'	230°28'44"	45'	181.02'	50'	201.13'	
54'	27'	17'	10'	89.47'	23'	234°25'17"	40'	163.66'	50'	204.57'	

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	OFFSET CUL-DE-SAC	STANDARD NO.
SEPT 1, 2007		ST-112
DATE: AUG 16, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 1

CURVE DATA Δ_2
 CURB RADIUS = 50'
 R_c RADIUS = 50'-C

CURVE DATA

PROPERTY LINE:

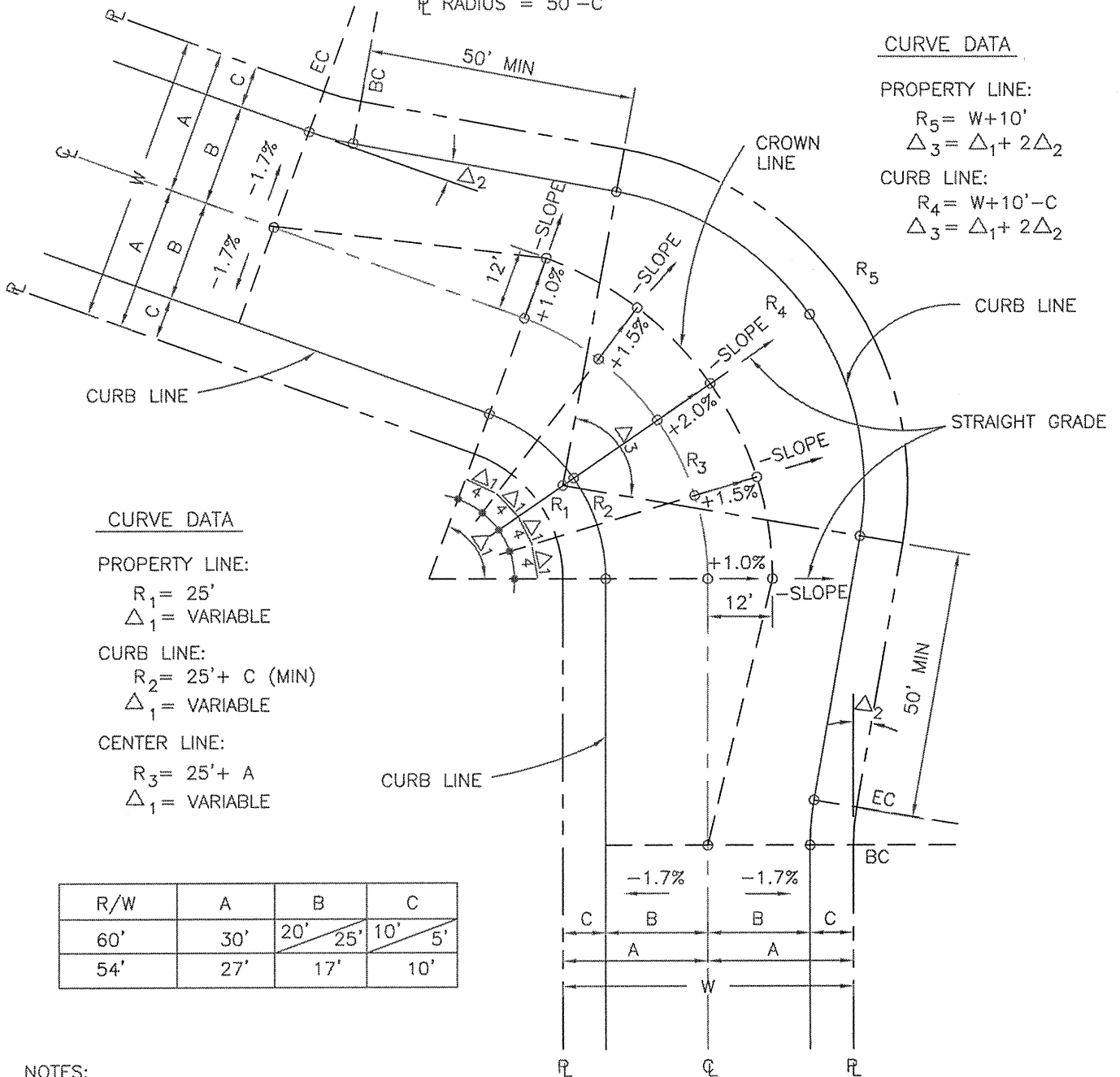
$R_5 = W + 10'$

$\Delta_3 = \Delta_1 + 2\Delta_2$

CURB LINE:

$R_4 = W + 10' - C$

$\Delta_3 = \Delta_1 + 2\Delta_2$



CURVE DATA

PROPERTY LINE:

$R_1 = 25'$

$\Delta_1 = \text{VARIABLE}$

CURB LINE:

$R_2 = 25' + C$ (MIN)

$\Delta_1 = \text{VARIABLE}$

CENTER LINE:

$R_3 = 25' + A$

$\Delta_1 = \text{VARIABLE}$

R/W	A	B	C
60'	30'	20' / 25'	10' / 5'
54'	27'	17'	10'

NOTES:

1. USE NORMAL SECTION FROM INNER CURB TO CENTER LINE.
2. FROM CROWN LINE TO OUTER CURB, THE MAXIMUM SLOPE IS 1" PER FOOT.
3. SUPERELEVATIONS PERCENTAGES SHOWN ARE STRAIGHT GRADE FROM CENTER LINE TO CROWN LINE.
4. ELEVATIONS ARE REQUIRED WHERE CIRCLE (O) IS SHOWN.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED

SEPT 1, 2007

STANDARD KNUCKLE

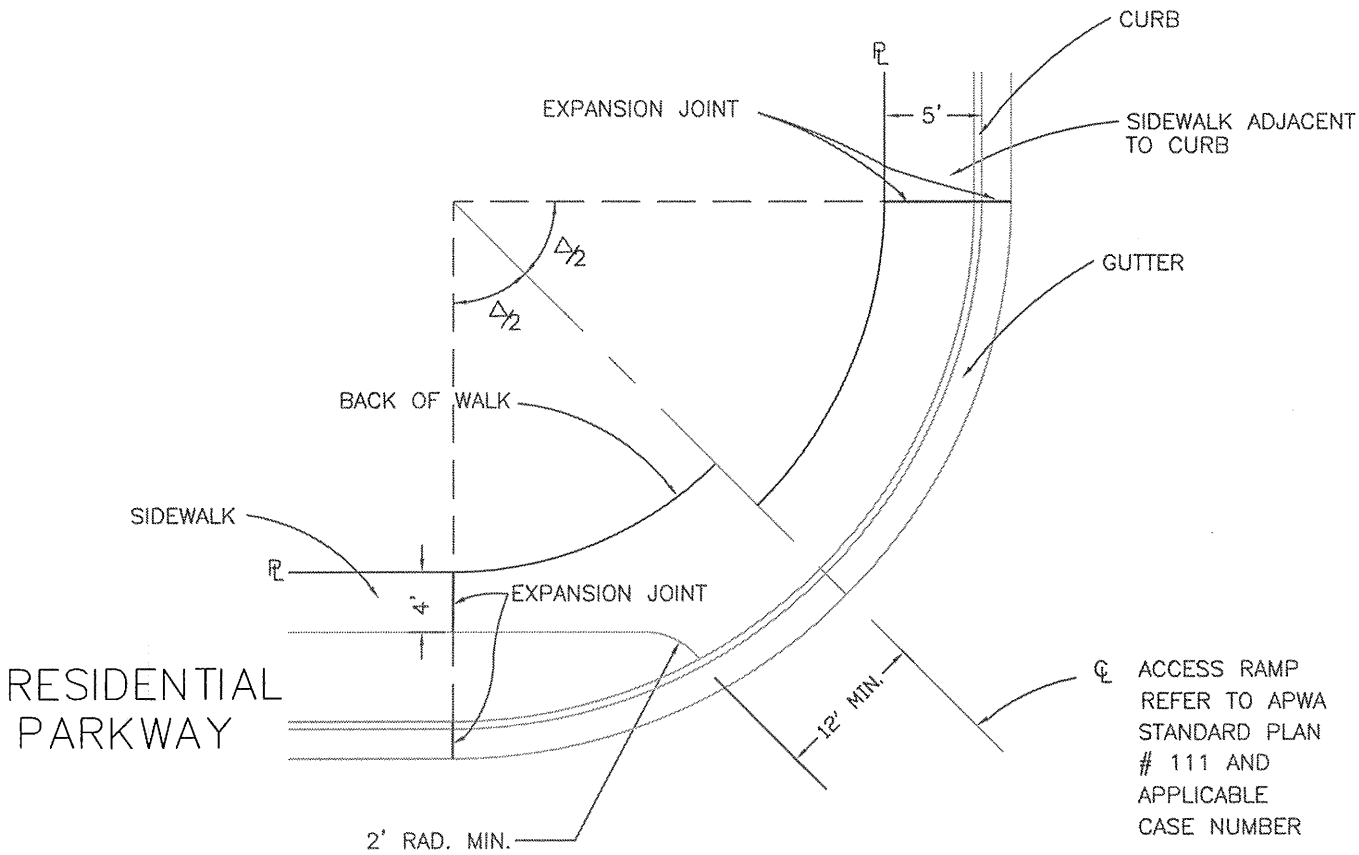
STANDARD NO.

ST-113

DATE:
AUG 16, 2007

WENDELL E. JOHNSON
 CITY ENGINEER
 CERTIFICATION NO. C 66340

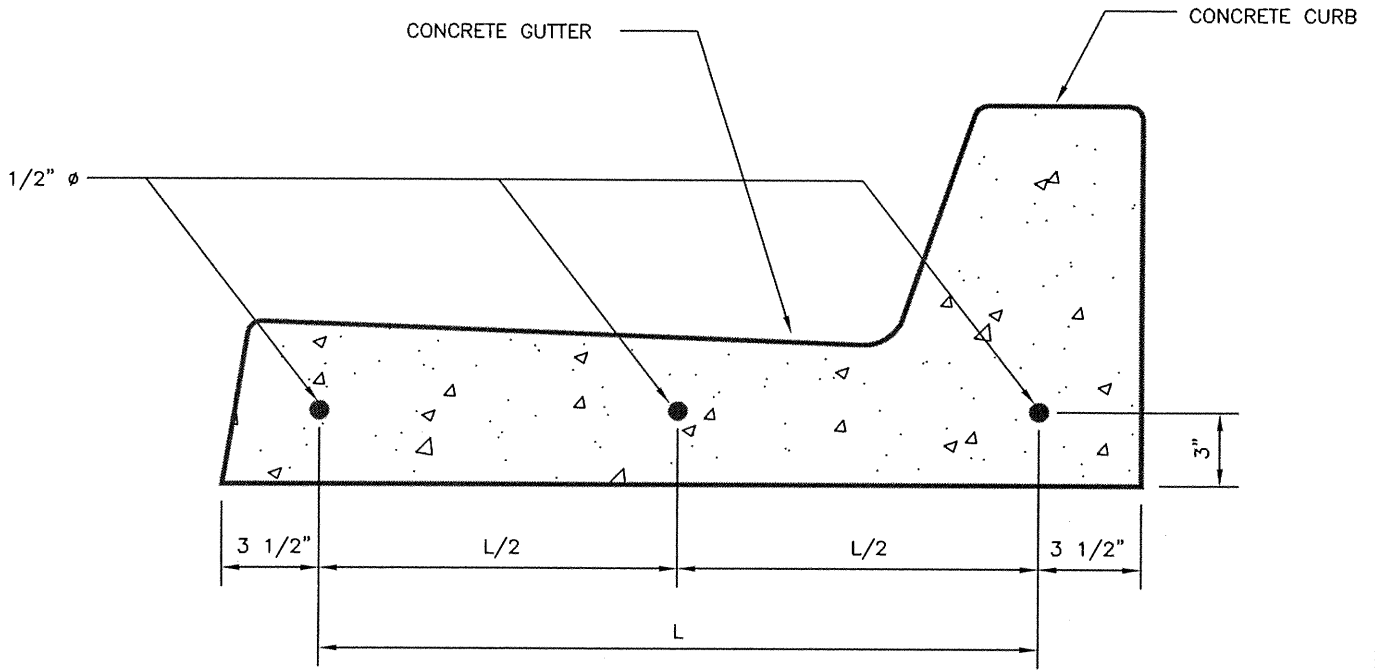
INDUSTRIAL PARKWAY



	CURB RETURN	PROPERTY LINE
RESIDENTIAL STREET	25'R	15'R
INDUSTRIAL STREET	35'R	30'R
COLLECTOR STREET	35'R	25'R
MINOR ARTERIAL	35'R	25'R
MAJOR ARTERIAL	35'R	25'R

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	SIDEWALK RETURN	STANDARD NO.
SEPT 1, 2007		ST-114
DATE: AUG 16, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340 	September 5, 2023, Reg. CC Mtg. Page #218 SHEET 1 OF 1



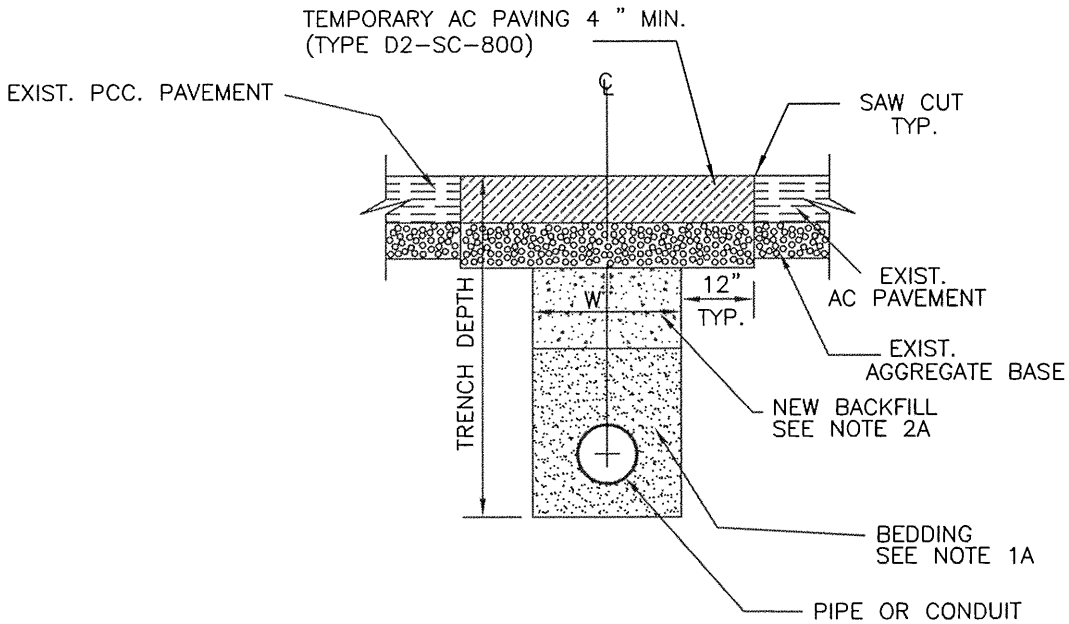
DOWELS FOR STANDARD 8" CURB & 24" GUTTER

NOTES:

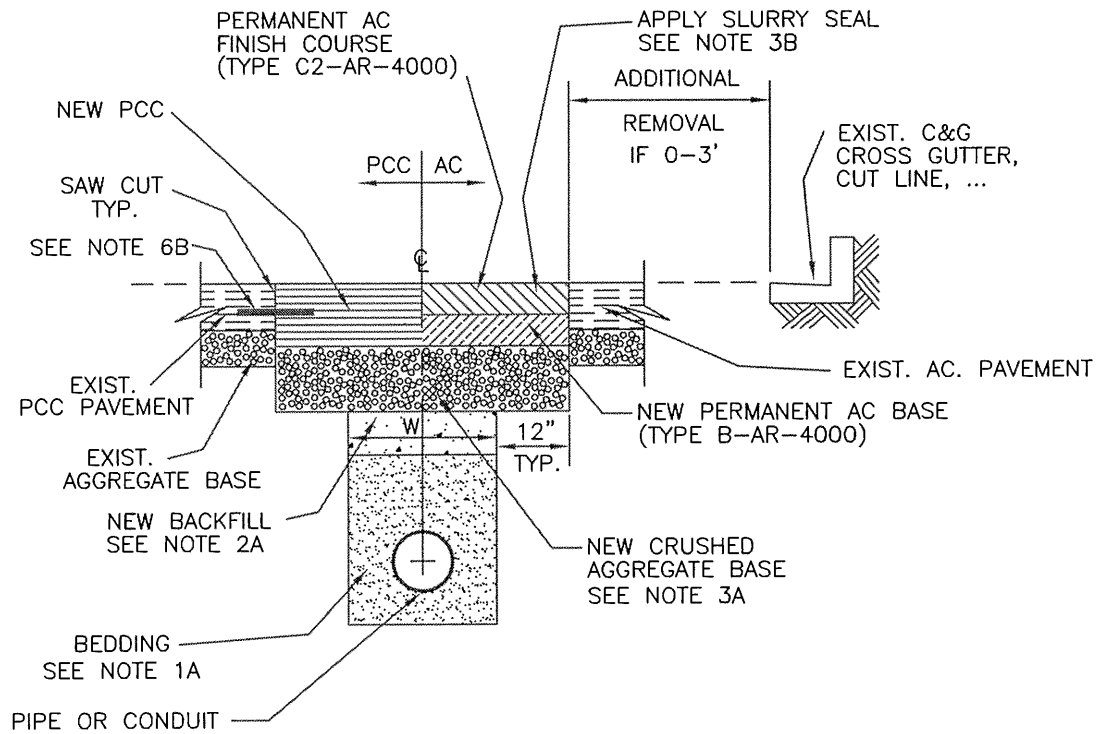
1. USE 3 SMOOTH DOWELS (1/2"φ), 24" LONG WITH ONE END BONDED 12".
2. IF L IS EQUAL OR LESS THAN 12" OMIT CENTER DOWEL AT L/2.
3. EXPANSION JOINTS SHALL BE USED AT B.C.R.'s, E.C.R.'s, AT JOINTS WITH EXISTING CONCRETE, AT BOTH ENDS OF DRIVEWAYS AND AS DIRECTED.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DV/T/115-1	DATE ISSUED	DOWELS AT EXPANSION JOINTS	STANDARD NO.
	SEPT 1, 2007		ST-115
DATE: AUG 16, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340		SHEET 1 OF 1



TEMPORARY ASPHALT REPAIR

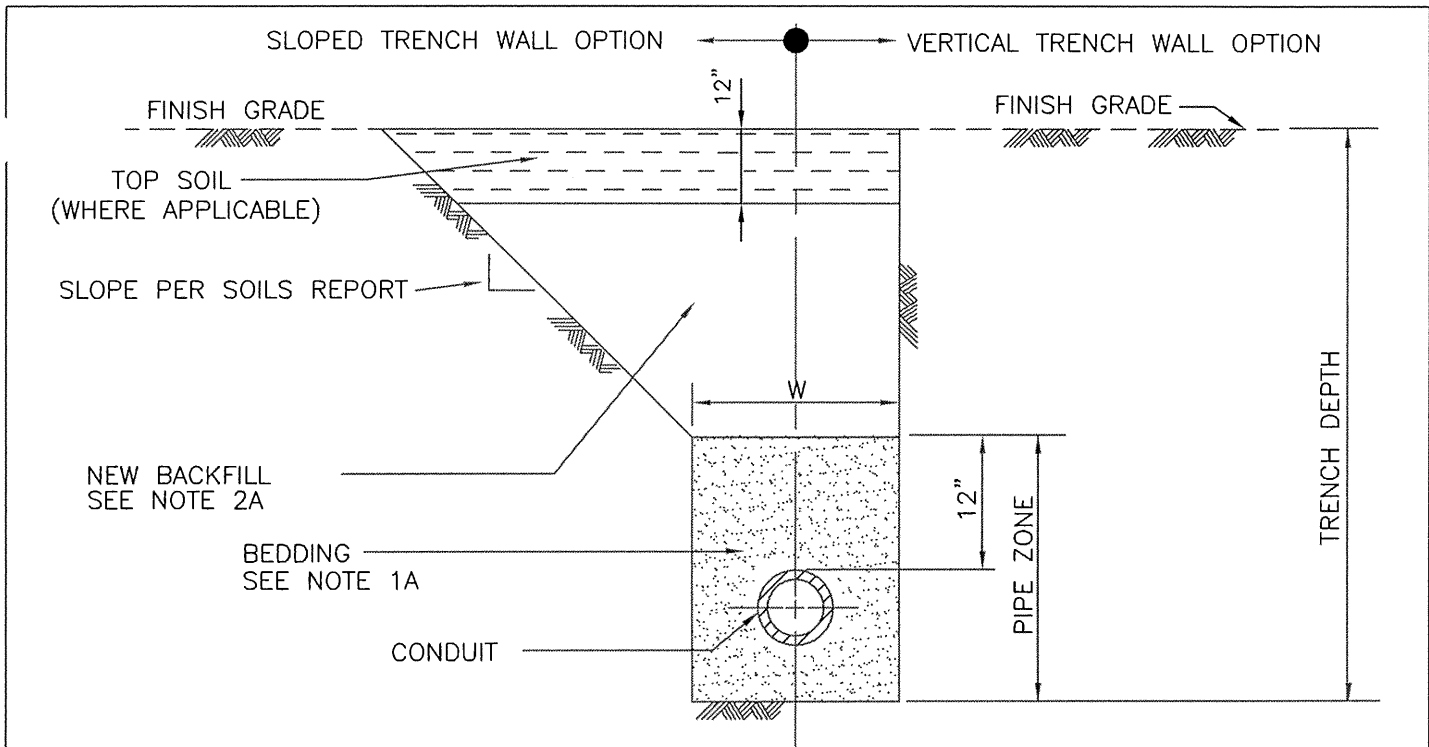


PERMANENT TRENCH REPAIR

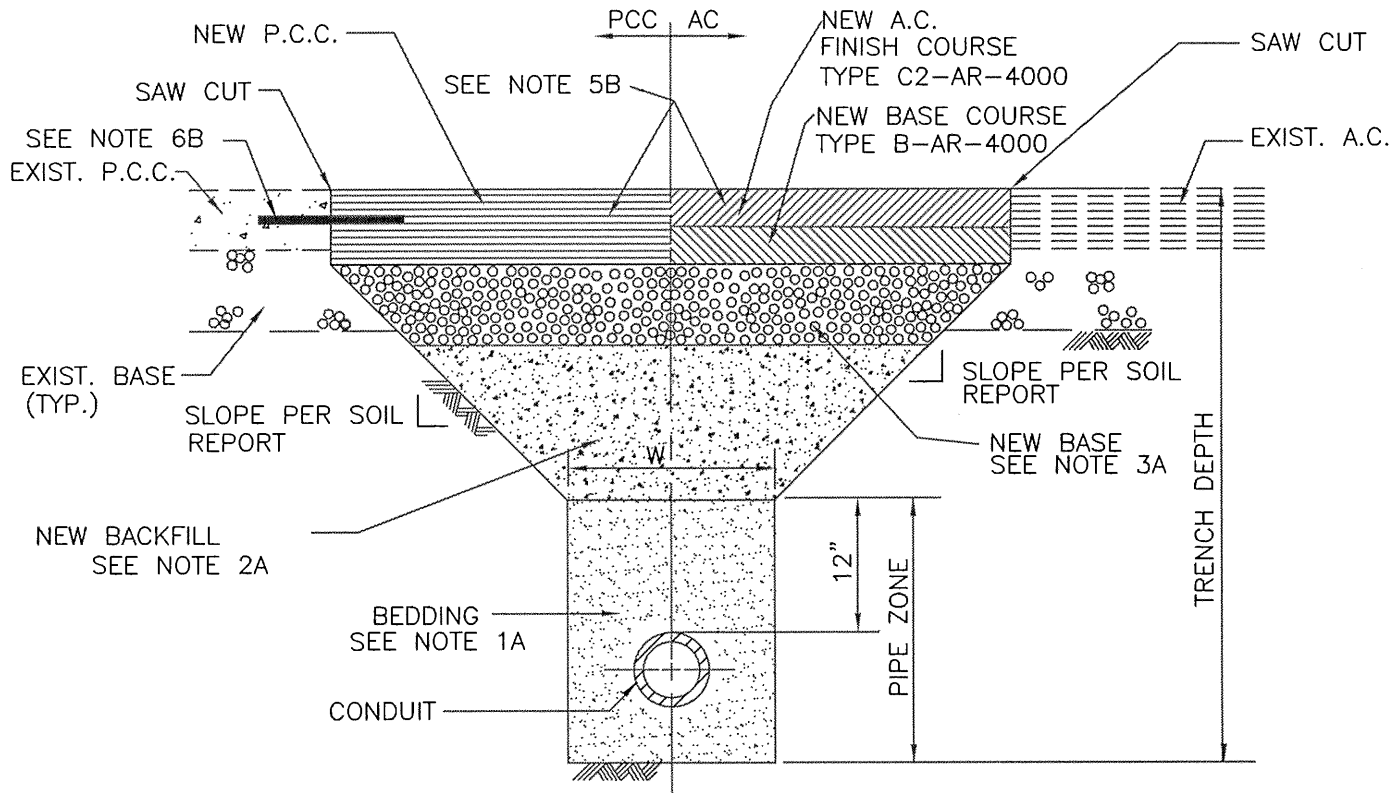
TYPICAL TRENCH SECTION WITHIN ROADWAY
(SEE NOTE 8C FOR EXCEPTION)

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	TRENCH BACKFILL & PAVEMENT REPAIRS	STANDARD NO.
SEPT 1, 2007		ST-116
DATE AUG 16, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 4



TYPICAL TRENCH SECTION OUTSIDE ROADWAY



TYPICAL TRENCH SECTION WITHIN ROADWAY
SLOPED TRENCH WALL OPTION

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED SEPT 1, 2007	TRENCH BACKFILL & PAVEMENT REPAIRS	STANDARD NO.
DATE AUG 16, 2007		ST-116
WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340		SHEET 2 OF 4 September 5, 2023, Reg. CC No. 214

NOTES:

BELOW GROUND:

1A. SEE STD. PLAN NO'S S-104, D-103, AND W-121 FOR BEDDING REQUIREMENTS.

2A. FOR TRENCHES WITH "W" GREATER THAN 2' OR IF TRENCH WALLS ARE SLOPED, BACKFILL SHALL BE CRUSHED AGGREGATE BASE, OR NATIVE OR OTHER EXCAVATION MATERIAL WITH AN SE VALUE OF 30 OR GREATER. BACKFILL MATERIAL SHALL BE DENSIFIED TO A RELATIVE COMPACTION OF 95% IN THE UPPER 3 FEET AND TO 90% BELOW THE UPPER 3 FEET. FOR TRENCHES LONGER THAN 200' OR LARGER THAN 1,000 SQUARE FEET A LICENSED SOILS ENGINEER SHALL BE PRESENT TO MONITOR THE NATIVE OR IMPORTED BACKFILL OPERATION AND TEST FOR COMPACTION AT 100' OR 200 SQUARE FOOT MAXIMUM INTERVALS

FOR TRENCHES WITH "W" LESS THAN OR EQUAL TO 2' IN THE ROADWAY, A SAND-CEMENT SLURRY (100-E-100) BACKFILL SHALL BE USED. SLURRY SHALL CURE 16 HOURS MINIMUM PRIOR TO BASE PLACEMENT. RAPID SET CEMENT SLURRY SHALL CURE 1 HOUR MINIMUM PRIOR TO BASE PLACEMENT.

IN AREAS NOT IN EXISTING ROADWAY, BACKFILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 90%.

3A. NEW CRUSHED AGGREGATE BASE SHALL BE 2" THICKER THAN EXISTING BASE, BUT NOT LESS THAN 8" THICK.

4A. EXCAVATED MATERIAL NOT APPROVED FOR USE IN TRENCH BACKFILL SHALL BE REMOVED FROM JOB SITE UNLESS OTHERWISE USED IN THE WORK.

5A. WHERE WET, UNSTABLE OR RUNNING SOIL IS ENCOUNTERED, SOLID SHEATHING IS REQUIRED FOR ALL VERTICAL TRENCH WALLS.

6A. ANY SHORING REQUIRED SHALL BE DESIGNED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER.

7A. "W" SHALL BE MEASURED AT TOP OF BEDDING.

VISIBLE SURFACE:

1B. IF REMAINING AC PAVEMENT BETWEEN EDGE OF TRENCH AND EXISTING GUTTER, CURB, CROSS GUTTER, OR CUT LINE IS LESS THAN 3 FEET IN WIDTH, THEN THIS AC SHALL BE REMOVED AND REPLACED WITH NEW AC PAVEMENT.

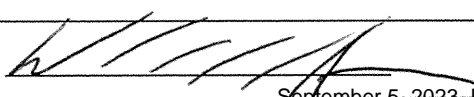
2B. THE ENGINEER MAY REQUIRE WIDER REMOVAL AREA THAN THAT SHOWN ABOVE TO SUIT FIELD CONDITIONS.

3B. CRACKS SHALL BE SEALED AND A TYPE 2 SLURRY SEAL COATING WITH 2% LATEX SHALL BE APPLIED FROM LANE LINE TO LANE LINE FOR LONGITUDINAL TRENCHES GREATER THAN 200' IN LENGTH FOR ANY LANE AFFECTED.

4B. THE THICKNESS OF REPLACEMENT ASPHALT SHALL BE A MINIMUM OF 1" GREATER THAN EXISTING AC BUT NOT LESS THAN 4". IF EXISTING PAVEMENT IS PCC, REPLACEMENT CONCRETE SHALL BE AS PER SECTION 201.1 OF THE STANDARD SPECS AND 1" THICKER THAN EXISTING.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	TRENCH BACKFILL & PAVEMENT REPAIRS	STANDARD NO.
SEPT 1, 2007		ST-116
DATE: AUG 17, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 3 OF 4



5B. THE NEW FINISH COURSE SHALL BE PLACED FLUSH WITH THE EXISTING ADJACENT PAVING SURFACE – MAXIMUM VARIANCE FROM FLUSH IS 1/8". NEW AC PAVEMENT ADJACENT TO EXISTING EDGE OF PCC GUTTER SHALL BE 3/8" HIGHER THAN EDGE OF GUTTER.

6B. FOR PCC ROADWAY PAVEMENT, DOWEL AT 24" O.C., #4 DEFORMED BAR, 6" EMBEDMENT, AND CENTERED IN EXISTING SLAB WITH 1-1/2" MINIMUM CONCRETE COVER. DOWEL SHALL BE EPOXIED IN EXISTING SLAB AND CAST IN NEW SLAB.

METHODOLOGY:

1C. AT THE END OF EACH WORK DAY, ANY TRENCH IN AN ARTERIAL OR IN ROLLING HILLS ROAD, MAPLE/235TH ST. OR ARLINGTON AVE. SHALL BE COVERED BY NON-SKID STEEL PLATES OR BE PAVED WITH TEMPORARY OR PERMANENT PAVEMENT FLUSH WITH ADJACENT PAVEMENT SURFACES. WHEN NON-SKID STEEL PLATES ARE USED, THEY SHALL BE WELDED, SECURED IN PLACE, RAMPED WITH AC, AND NOT USED FOR MORE THAN 48 CONSECUTIVE HOURS ON THE SAME SEGMENT OF TRENCH. "PLATE AHEAD" SIGN SHALL BE PROPERLY INSTALLED WHEN PLATES ARE IN USE. OTHER CITY STREETS MAY HAVE LESSER REQUIREMENTS AND WILL BE CONSIDERED ON A CASE BY CASE BASIS.

2C. ALL TRAFFIC LANES SHALL BE CLEANED AND RESTORED FOR USE IMMEDIATELY UPON PLACEMENT OF TEMPORARY AC PAVEMENT, TRENCH PLATES AND/OR FINAL AC PAVEMENT.

3C. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AS DIRECTED BY THE ENGINEER.

4C. TRAFFIC CONTROL SHALL BE PER CITY OF LOMITA "CONSTRUCTION TRAFFIC CONTROL PROCEDURES ON CITY STREETS" AVAILABLE FROM THE ENGINEERING DEPARTMENT PERMIT COUNTER.

5C. MORATORIUM FOR CUTTING NEW OR RECONSTRUCTED STREETS IS 5 YEARS WITHOUT SPECIAL APPROVAL FROM THE CITY ENGINEER. NEW UTILITY SERVICE CONNECTIONS AND SERVICE LINE REPAIRS ARE EXCEPTED IF NOT ABLE TO BE FORSEEN AT THE TIME THE ROADWAY WAS RECONSTRUCTED. APPROVED LONGITUDINAL EXCAVATIONS IN NEW STREETS SHALL REQUIRE THE FULL LANE TO BE GROUND AND OVERLAID.

6C. SLURRY SEALING OF TRENCH AREA MAY BE OMITTED IF PROJECT IS COORDINATED WITHIN ONE YEAR OF A CITY STREET REHABILITATION OR SLURRY SEAL PROJECT.


7C. A COLLECTION DEVICE SHALL BE USED TO COLLECT SEDIMENTS GENERATED DURING SAWCUTTING OPERATION.

8C. TRENCHES WITH "W" LESS THAN 8" WIDE AND LESS THAN OR EQUAL TO 24" DEEP ARE NOT REQUIRED TO USE T-SECTION PAVEMENT CONSTRUCTION, OR APPLY SLURRY SEAL.

9C. ALL PAVEMENT REMOVALS SHALL USE STRAIGHT LINE SAW CUTS A MINIMUM OF 1.5" DEEP.

10C. BORING SHALL BE CONSIDERED AS A CONTINUOUS TRENCH AS FAR AS EXCAVATION REPAIR. POTHOLES LOCATED INTERMITTENTLY WILL NOT BE TREATED AS SEPARATE EXCAVATIONS BUT AS A CONTINUOUS EXCAVATION. THE CITY SHALL RESERVE THE RIGHT TO REQUIRE BORING OR OPEN TRENCH AS THE SITUATION MAY ARISE.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	TRENCH BACKFILL & PAVEMENT REPAIRS	STANDARD NO.
SEPT 1, 2007		ST-116
DATE: AUG 17, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340 	September 5, 2023, Reg. CC Mtg. Page #230F 4

URBAN ARTERIAL LANE WIDTHS

TYPE OF LANE	MINIMUM WIDTH (FEET)	DESIRABLE WIDTH (FEET)
CURB LANE		
NO PARKING ANYTIME	12	14
WITH BICYCLES (a)	15	16
WITH PARKING	20	22
INTERIOR LANE		
	10	12
LANE ADJACENT TO MEDIAN		
RAISED CURB	11	12
PAINTED MEDIAN	10	12
TWO-WAY LEFT-TURN LANE		
	10	12
LEFT-TURN LANE		
MULTIPLE ONE-WAY (b)	10	13
SINGLE ONE-WAY	10	12
TWO-WAY (CONTINUOUS)	10	12
BICYCLE LANE		
ONE-WAY	5	6
BICYCLE LANE AND PARKING (ONE-WAY)	12	13

LANE WIDTHS LESS THAN THOSE SPECIFIED WILL REQUIRE AN ANALYSIS OF TRAFFIC CONDITIONS, ACCIDENT HISTORY, CRITICAL SPEED, AND LEVEL OF SERVICE AND MUST BE APPROVED BY THE CITY ENGINEER.

WHEN TRUCK VOLUMES EXCEED 5%, USE OF MINIMUM WIDTHS WILL REQUIRE A SEPARATE EVALUATION OF TRAFFIC OPERATIONS AND SAFETY APPROVED BY THE CITY ENGINEER.

(a) WHEN BICYCLE VOLUMES ARE DETERMINED TO BE SIGNIFICANT, OR WHEN ON A DESIGNATED BIKE ROUTE

(b) LANE WIDTHS FOR MULTIPLE TURN LANES SHOULD BE EVALUATED FOR DESIGN VEHICLE TURNING RADIUS REQUIREMENTS. CONSULT AASHTO AND HIGHWAY DESIGN MANUALS.

SOURCE: CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL
TABLE 11-4 LANE WIDTHS URBAN ROADS AND STREETS
FEBRUARY 1, 1998

CALTRANS HIGHWAY DESIGN MANUAL, CHAPTER 1000 -
BIKEWAY PLANNING AND DESIGN, JULY 1995

NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM
REPORT 330, AUGUST 1990

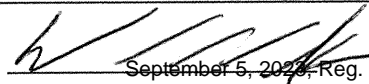
CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED
SEPT 1, 2007

MINIMUM LANE WIDTHS FOR ARTERIAL STREETS

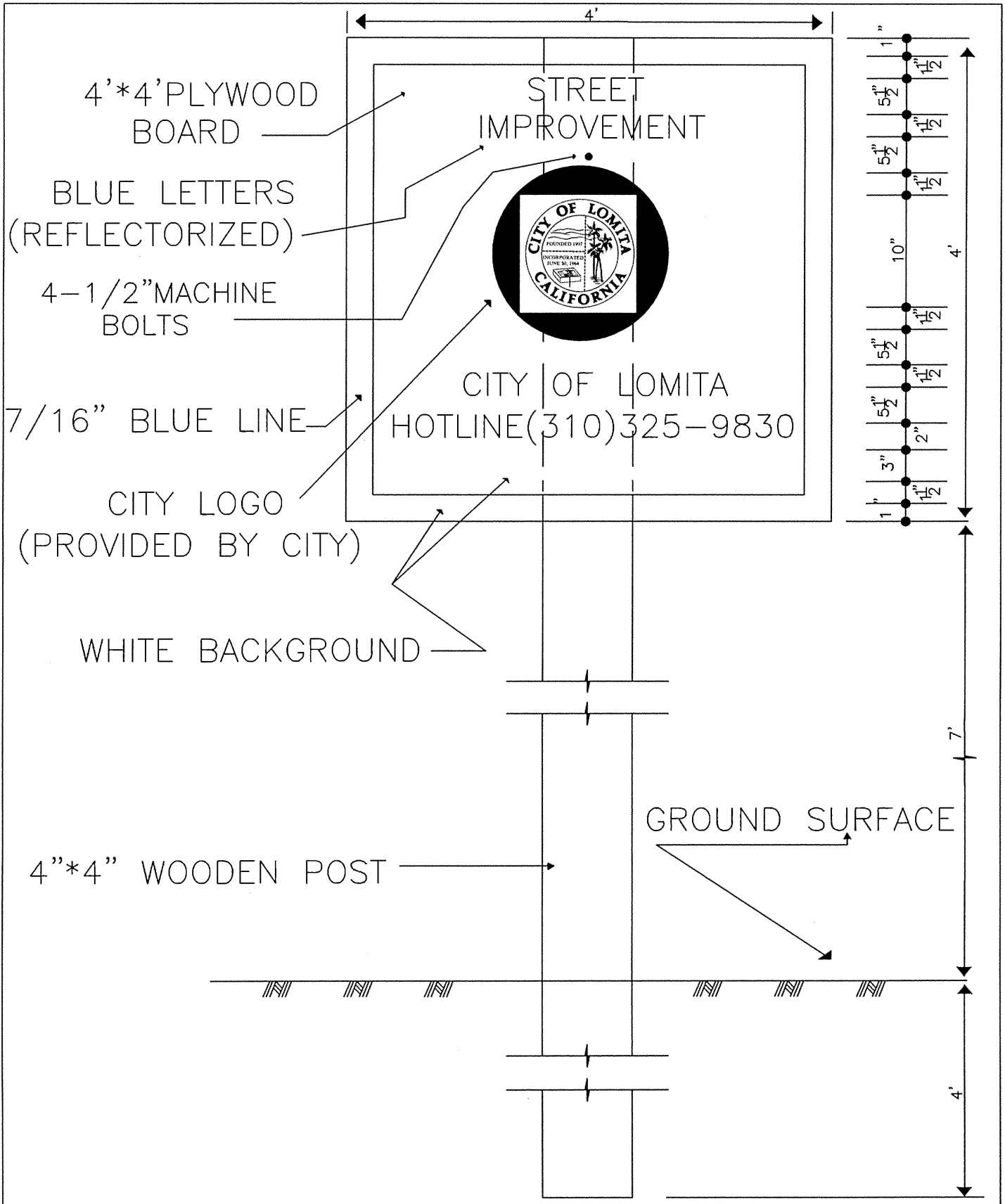
DATE:
AUG 17, 2007

WENDELL E. JOHNSON
CITY ENGINEER
CERTIFICATION NO. C 66340



ST-120

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CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	STREET IMPROVEMENT SIGN	STANDARD NO.
SEPT 1, 2007		ST-503
DATE: March 18, 2008	WENDELL E. JOHNSON CITY ENGINEER	Page #225 OF 1
Drawn by Rafii	CERTIFICATION NO. C 66340	

Notes for Figure 6H-28—Typical Application 28 Sidewalk Detour or Diversion

Standard:

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

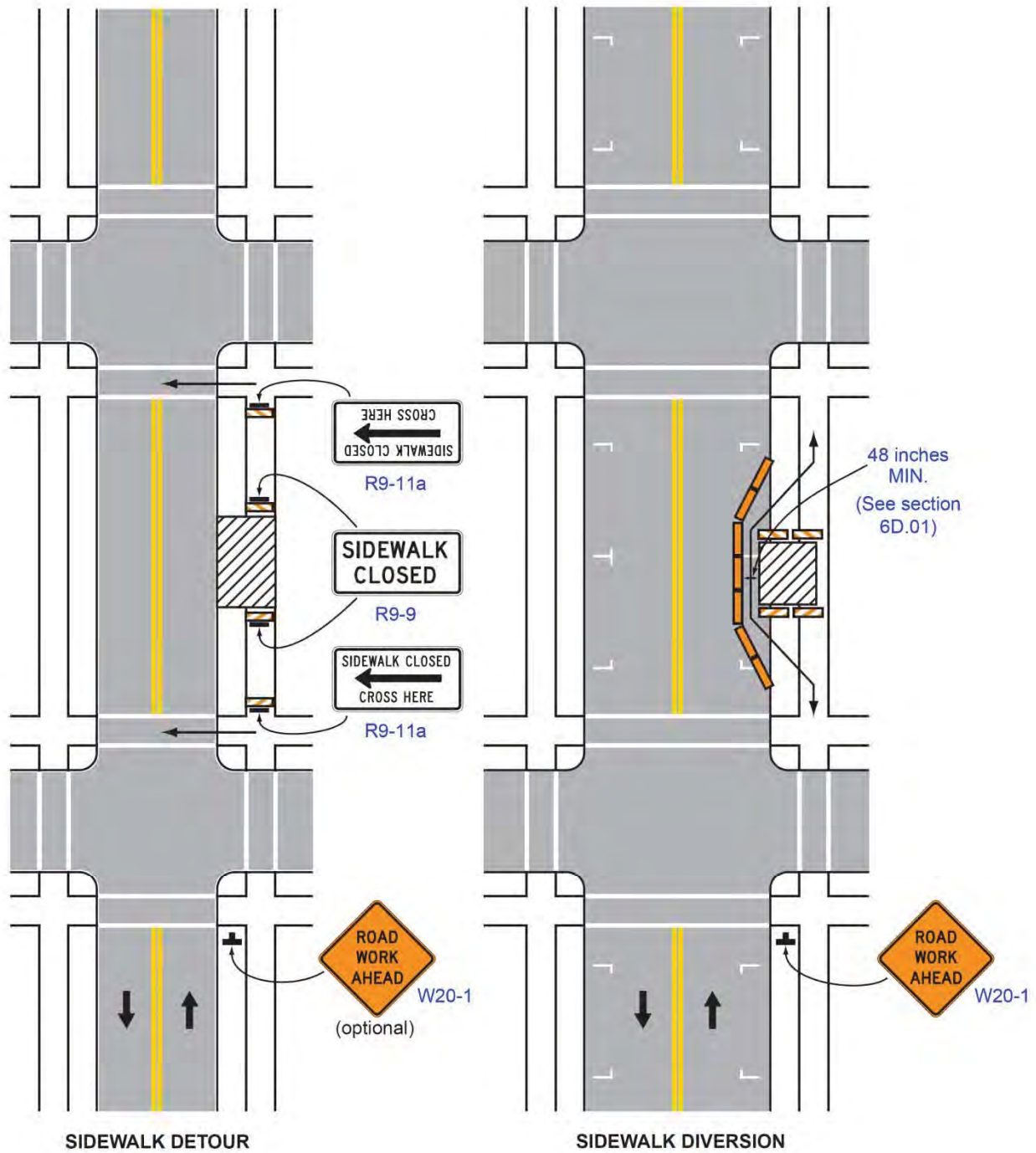
Guidance:

2. Where high speeds are anticipated, a temporary traffic barrier and, if necessary, a crash cushion should be used to separate the temporary sidewalks from vehicular traffic.
3. Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

Option:

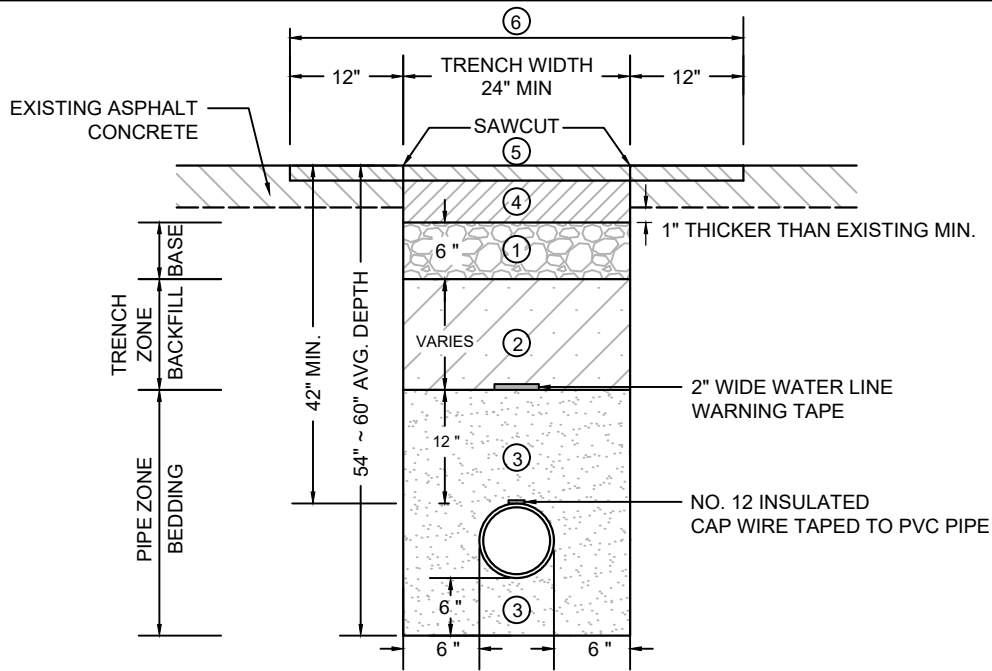
4. Street lighting may be considered.
5. Only the TTC devices related to pedestrians are shown. Other devices, such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
6. For nighttime closures, Type A Flashing warning lights may be used on barricades that support signs and close sidewalks.
7. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the temporary sidewalks from vehicular traffic flow.
8. Signs, such as KEEP RIGHT (LEFT), may be placed along a temporary sidewalk to guide or direct pedestrians.

Figure 6H-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



NOTES:

① CONSTRUCT NEW CRUSHED AGGREGATE BASE (CAB) OR CRUSHED MISCELLANEOUS BASE (CMB), SHALL MATCH THE EXISTING BASE THICKNESS, OR 6-INCHES, WHICHEVER IS GREATER AND SHALL BE COMPACTED TO 95% RELATIVE DENSITY. THIS REQUIREMENT SHALL ALSO APPLY OVER SLURRY BACKFILLS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

② BACKFILL SHALL BE EITHER:
 A. CRUSHED AGGREGATE BASE
 B. CRUSHED MISCELLANEOUS BASE
 C. TWO SACK CEMENT SAND SLURRY

COMPACTION TO 90% RELATIVE DENSITY WHEN SLURRY BACK FILL IS NOT USED. COMPACTION TESTING (USING CITY APPROVED METHOD) IS REQUIRED UNLESS SLURRY IS USED. ASPHALT CONCRETE PAVING WILL OCCUR NO SOONER THAN 42 HOURS AFTER SLURRY BACKFILL OF TRENCH.

BACKFILL FOR NARROW TRENCHES PER SECTION 306-12.2 OF THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")

SOIL TESTING MAY BE REQUIRED TO BE PROVIDED TO THE CITY INSPECTOR ON A CASE-BY-CASE BASIS.

③ FINE SAND BEDDING HAND TAMP OR MECHANICAL TAMPING AT 12" MAX LIFTS.

④ CONSTRUCT NEW ASPHALT CONCRETE BASE COURSE, TYPE B, PG 64-10, 1" THICKER THAN EXISTING SECTION.

⑤ CONSTRUCT NEW ASPHALT CONCRETE WEARING COURSE, TYPE C2, PG 64-10

THE TOTAL THICKNESS OF ④+⑤ SHALL BE 6" MINIMUM. ASPHALT CONCRETE LAYERS SHALL BE COMPACTED TO 95% RELATIVE COMPACTION

⑥ UPON COMPLETION OF BACKFILLING THE TRENCH, ASPHALT CONCRETE BASE COURSE SHALL BE INSTALLED FLUSH WITH THE EXISTING PAVEMENT. NO SOONER THAN 14 CALENDAR DAYS AFTER COMPLETION OF AFOREMENTIONED ASPHALT CONCRETE BASE COURSE IT SHALL BE COLD PLANED TO 2 INCH DEPTH ENTIRE LENGTH OF THE TRENCH UNLESS OTHERWISE APPROVED BY THE CITY INSPECTOR. A NEW ASPHALT CONCRETE WEARING COURSE SHALL BE INSTALLED FLUSH WITH THE ADJACENT SURFACE.

7 ALL UTILITIES TO BE INSTALLED BENEATH PUBLIC STREETS, INTERSECTIONS, AND STREET CROSSINGS (LOCAL STREETS EXCEPTED) SHALL BE BORED UNLESS OTHERWISE APPROVED BY THE CITY INSPECTOR. IF OPEN CUTTING OF A STREET IS ALLOWED, REPAIR OF THE STREET SHALL BE IN ACCORDANCE WITH THIS STANDARD PLAN.

8 ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY THE RESTORATION WORK SHALL BE REPLACED.

9 ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK").

10 IF UNSTABLE SOIL IS ENCOUNTERED, THE CITY INSPECTOR SHALL DETERMINE OVER EXCAVATION DEPTH AND FOUNDATION RE-FILL MATERIAL PER CITY DIRECTION.

WATER MAIN TRENCH DETAIL

APPROVED:

 Mark McAvoy, P.E.
 Director of Public Works

Drawn: _____ Scale: N.T.S.
 Date: _____ JAN 2017

DRAWING NO. **W-100**

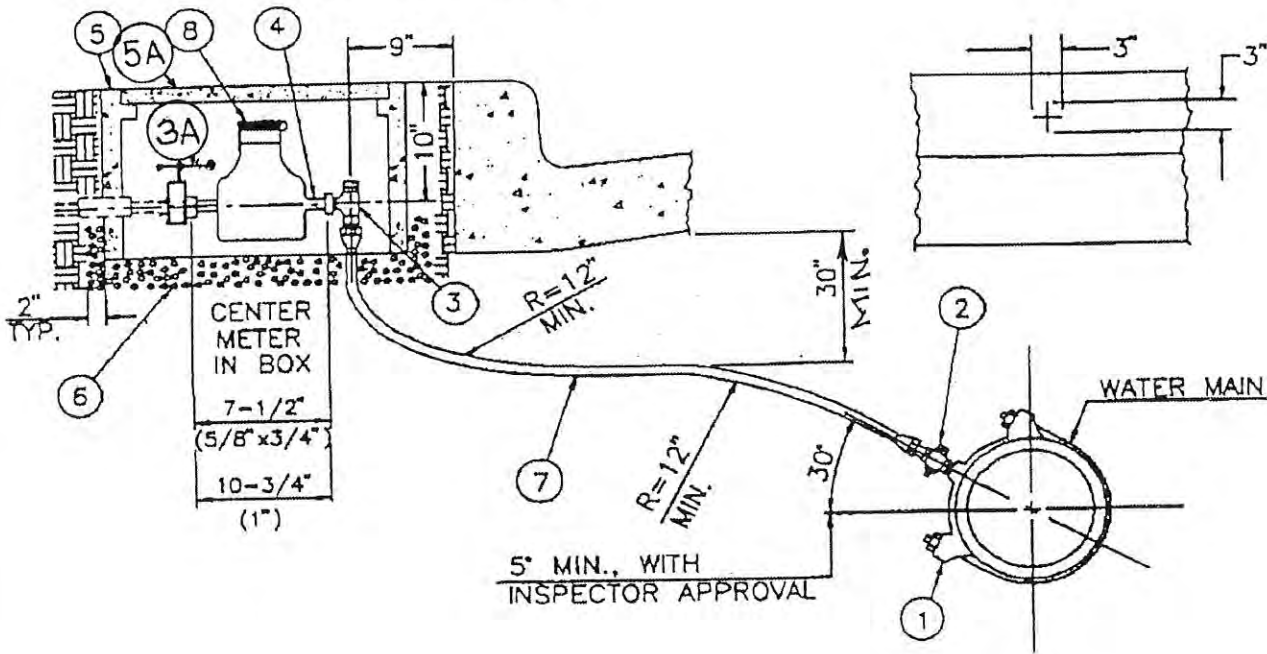


CITY OF LOMITA
 PUBLIC WORKS DEPARTMENT

'LIST OF MATERIAL

ITEM	DESCRIPTION	FORD	JONES	MUELLER	REMARKS
	DOUBLE STRAP SERVICE SADDLE	202B	J-979	BR2B SERIES	WITH F I P T
2	CORPORATION STOP 1" INSULATED	FB-600*	J-1930	B-25028	AWWA MIPT THREAD
3	ANGLE METER STOP 1"	BA23-44W	J-1964W	B-24255	
3a	BALL METER VALVE	B43-444	-	B-24351-3	
4	BUSHING 1-1/4" x 1"	-	-	-	FOR 5/8" x 3/4" ONLY
5	METER BOX	-	-	-	SEE SEC 2-10 04
5a	POLYMR CONC COVER & LID	-	-	-	SEE SEC 2-10 04
6	1/2" CRUSHED ROCK. 4" BASE	-	-	-	
7	1" COPPER TUBE. TYPE K	-	-	-	NO SPLICES ALLOWED
8	WATER METER	SEE SECTION 2.11 OF THE SPECIFICATIONS			

* WITH SERVICE INSULATOR BY FORD SI-4



NOTES:

1. COPPER TUBE TO BE ONE CONTINUOUS PIECE. NO SPLICES PERMITTED
2. INSTALL CORPORATION STOP WITH KEY UP.
3. TAPS SHALL BE MADE AT LEAST 24" FROM ANY OTHER TAP, COUPLING OR BELL.
4. STANDARD 1" WATER SERVICE IS USED FOR 5/8" x 3/4" AND 1" METERS
5. CHIP 3" + IN CURB FACE TO IDENTIFY CORP. STOP LOCATION.
6. IN AREAS WITHOUT CURB OR WITH ROLLED OR TYPE "F" CURB USE TRAFFIC LOAD RATING COVER.

1" WATER SERVICE INSTALLATION

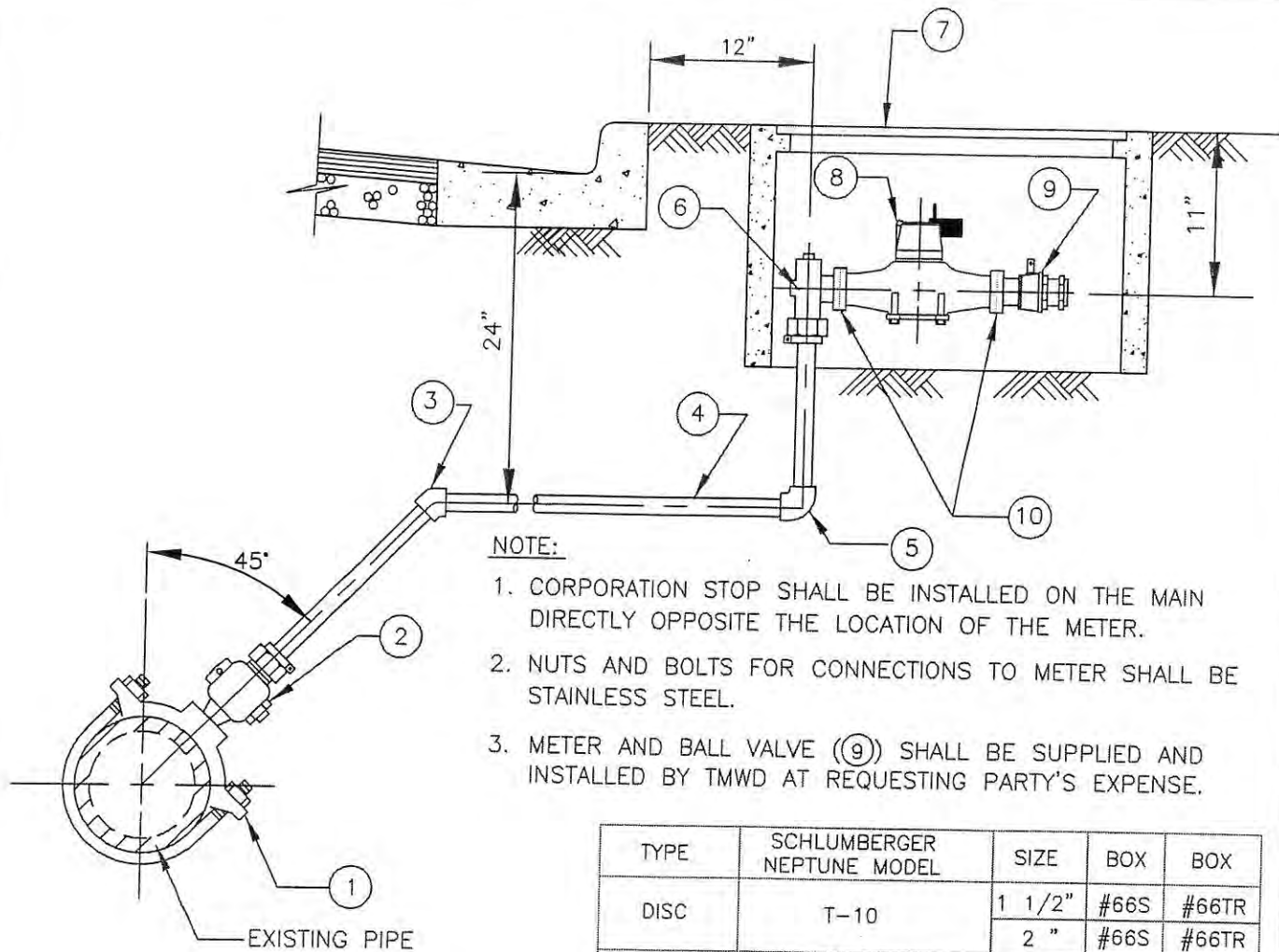
CITY OF LOMITA WATER DEPARTMENT

DRAWN	BY	DATE	APPROVED FIELD SUPERVISOR	DATE
CHECKED	CVG	10-2000	APPROVED WATER ENGINEERING CONSULTANT	DATE
APPROVED ENGR	W.T.	10-2000	APPROVED FIELD SERVICES DIRECTOR	DATE

STD NO
W-101

SHEET 1 OF 1

DATE: OCT. 2000



NOTE:

1. CORPORATION STOP SHALL BE INSTALLED ON THE MAIN DIRECTLY OPPOSITE THE LOCATION OF THE METER.
2. NUTS AND BOLTS FOR CONNECTIONS TO METER SHALL BE STAINLESS STEEL.
3. METER AND BALL VALVE ((9)) SHALL BE SUPPLIED AND INSTALLED BY TMWD AT REQUESTING PARTY'S EXPENSE.

TYPE	SCHLUMBERGER NEPTUNE MODEL	SIZE	BOX	BOX
DISC	T-10	1 1/2"	#66S	#66TR
		2"	#66S	#66TR
TURBINE	HI-PERFORMANCE TURBINE	1 1/2"	#66S	#66TR
		2"	#66S	#66TR
COMPOUND	TRU FLO COMPOUND W/ SEPARATE STRAINER (NOT SHOWN)	2"	#67S	#67TR

ITEM	DESCRIPTION	SIZE
①	SERVICE SADDLE-DOUBLE STRAP-BRONZE, JONES J979-I.P. THREAD	MAIN SIZE X 2"
②	CORPORATION STOP-JONES J1935, FORD FB1100-7, MIPxPJ THREAD	2"
③	45° ELBOW-COPPER TO COPPER SJxSJ	2"
④	COPPER TUBING-TYPE "K" SOFT	2"
⑤	90° ELBOW-SJXSJ	2"
⑥	ANGLE METER STOP-JONES J1975W, FORD BFA43-777W, PJxFLG.	2"
⑦	METER BOX-BROOKS PRODUCTS (TR FOR TRAFFIC ONLY)	SEE TABLE
⑧	NEPTUNE E- CODER (R900i) PIT VERSION (TYPE TO BE DETERMINED BY LMWD)	SEE TABLE
⑨	BALL VALVE-JONES J1913W, FLGxFIP -FORD BF13-777W OR 666W, W/HB67S HANDLE, FLGxFIP	1-1/2" OR 2"
⑩	NEOPRENE FULL FACE GASKET	1-1/2" OR 2"

ACCOMPANYING STD.'S W-300, W-121, W-103 AND ST116.

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED

SEPT 1, 2007

TYPICAL 1-1/2" OR 2" METER
INSTALLATION WITH 2" SERVICE LINE

STANDARD NO.

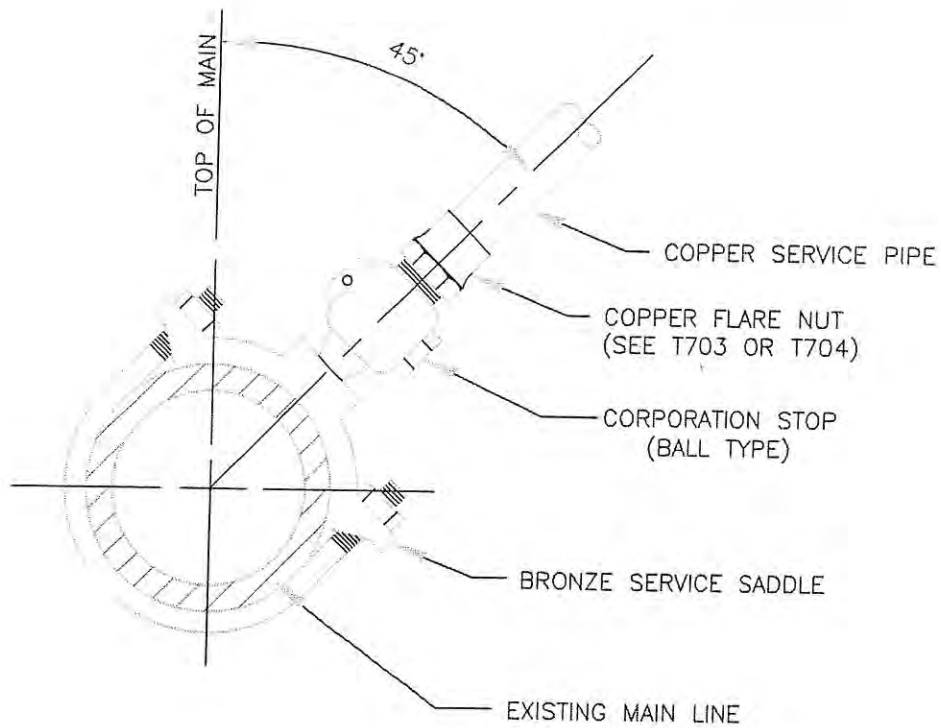
W-102

DRAWN BY:
SHIVDEV S. BRAR
DATE:
AUG 13, 2007

WENDELL E. JOHNSON,
CITY ENGINEER
CERTIFICATION NO. C 66340

September 5, 2023, Reg. CC Mtg. Page #230

SHEET 1 OF 1

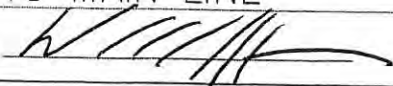


NOTES:

1. FOR ALL 1" SERVICES USE JONES J979 DOUBLE STRAP SADDLE WITH CORPORATION STOP (CC) THREAD.
2. FOR ALL 2" SERVICES USE JONES J979 DOUBLE STRAP SADDLE WITH IRON PIPE THREAD.
3. CORPORATION STOP SHALL BE INSTALLED ON THE MAIN DIRECTLY OPPOSITE THE LOCATION OF THE METER.
4. MINIMUM DISTANCE BETWEEN TAPS OR CONNECTIONS SHALL BE 18 INCHES, AND A MINIMUM OF 18 INCHES FROM END OF PIPE. (FOR DIST. BETWEEN SERVICE TAPS CHECK METER BOX DIMENSIONS ON STD. T703 OR T704.)
5. FOR STEEL MAINS DELETE SERVICE SADDLE. A TAP NOZZLE SHALL BE WELDED TO MAIN AND AN INSULATING BUSHING SHALL BE INSTALLED BETWEEN THE TAP NOZZLE AND THE CORPORATION STOP.

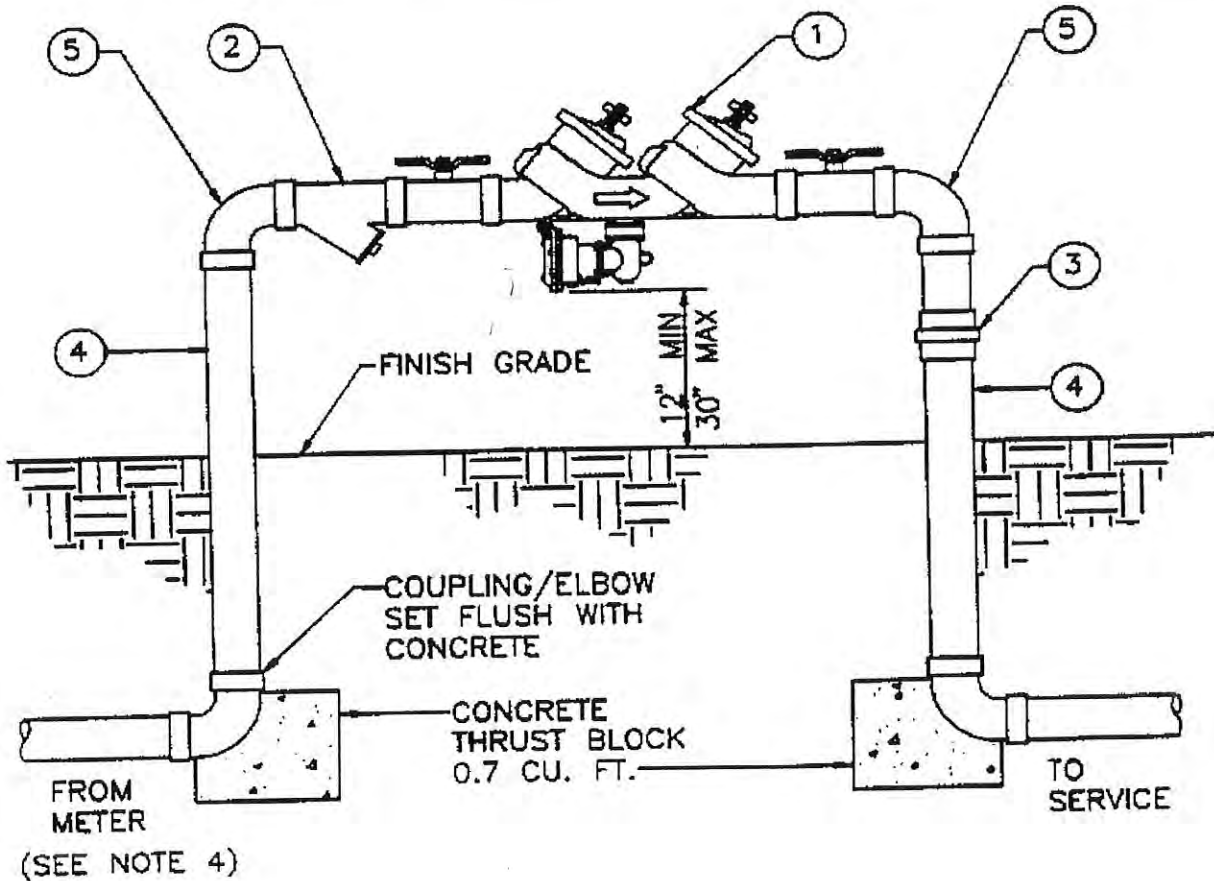
ACCOMPANYING STD.'S W-300, W-101 AND W-102.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	1" & 2" SERVICE CONNECTION TO MAIN LINE	STANDARD NO. W-103
SEPT 1, 2007	<small>WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340</small> 	SHEET 1 OF 1

LIST OF MATERIALS

ITEM	DESCRIPTION
1	BACKFLOW PREVENTION DEVICE, USC APPROVED TYPE
2	WYE STRAINER, BORNZE
3	BRASS UNION
4	RISER AND NIPPLES - BRASS OR COPPER
5	90° ELBOW - BRASS OR COPPER



NOTES:

1. THE BACKFLOW PREVENTER ASSEMBLY SHALL CONSIST OF AN APPROVED REDUCED PRESSURE OR DOUBLE CHECK VALVE ASSEMBLY DEPENDING ON THE DEGREE OF HAZARD AS DETERMINED BY THE UTILITY.
2. LOCATION AND INSTALLATIONS SHALL BE PER PLAN AS SUBMITTED TO AND APPROVED BY THE UTILITY.
3. NO CONNECTIONS TO BE MADE BETWEEN METER AND BACKFLOW PREVENTER.
4. THE ENTIRE LENGTH OF PIPING FROM METER TO THE BACKFLOW PREVENTER SHALL BE BACKFILLED WITH 2 - SACK SLURRY TO 12" BELOW FINISHED GRADE.

1" THROUGH 2" BACKFLOW PREVENTION DEVICE

CITY OF LOMITA WATER DEPARTMENT

STD. NO.

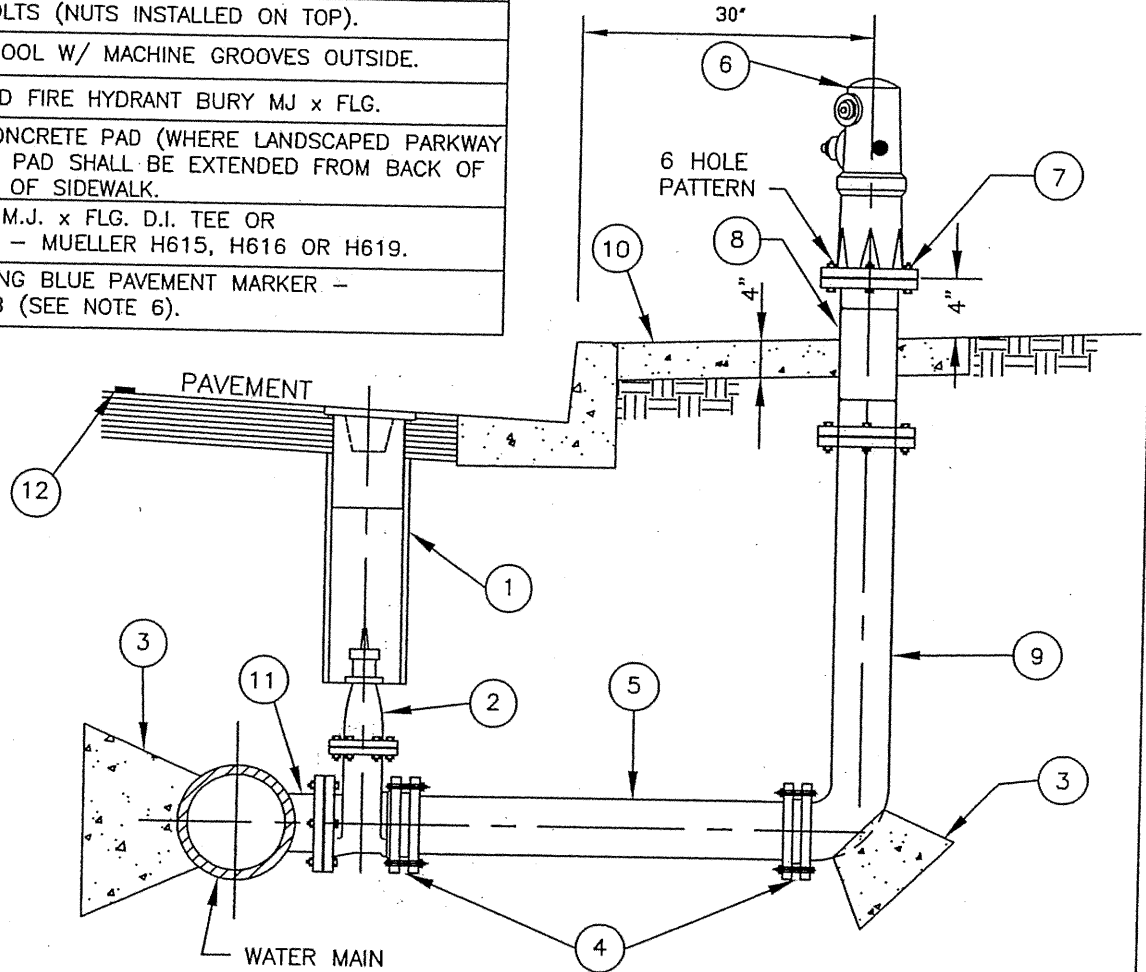
W-104

DRAWN	BY TL	DATE 3-09-98	APPROVED FIELD SUPERVISOR _____ DATE _____
CHECKED	KT	3-09-98	APPROVED WATER ENGINEERING CONSULTANT _____ DATE _____
SUBMITTED CIVIL ENGR WATER	BDB	3-09-98	APPROVED FIELD SERVICES DIRECTOR _____ DATE _____

SHEET 1 OF 1

REVISION NO. 2
DATE : NOV. 1999

ITEM	MATERIALS
①	VALVE BOX ASSEMBLY PER T712.
②	6" VALVE MUELLER NO. A-2360-16 W/EVERDUR STEM & SS 316 FASTENERS W/2" NUT & NRS OPENING CCW.
③	CONCRETE THRUST BLOCK PER T713.
④	RESTRAINED JOINTS
⑤	6" D.I.P. (CLASS 350) SERVICE LINE
⑥	FIRE HYDRANT - JAMES JONES CO. J3700 WITH CHAIN AND PLASTIC CAPS.
⑦	BREAK-AWAY BOLTS (NUTS INSTALLED ON TOP).
⑧	BREAK-AWAY SPOOL W/ MACHINE GROOVES OUTSIDE.
⑨	6" CEMENT LINED FIRE HYDRANT BURY MJ x FLG.
⑩	4' x 4' x 4" CONCRETE PAD (WHERE LANDSCAPED PARKWAY IS 4' WIDE, PCC PAD SHALL BE EXTENDED FROM BACK OF CURB TO FRONT OF SIDEWALK).
⑪	MAIN SIZE x 6" M.J. x FLG. D.I. TEE OR TAPPING SLEEVE - MUELLER H615, H616 OR H619.
⑫	2-WAY REFLECTING BLUE PAVEMENT MARKER - STIMSONITE 88AB (SEE NOTE 6).



NOTES:

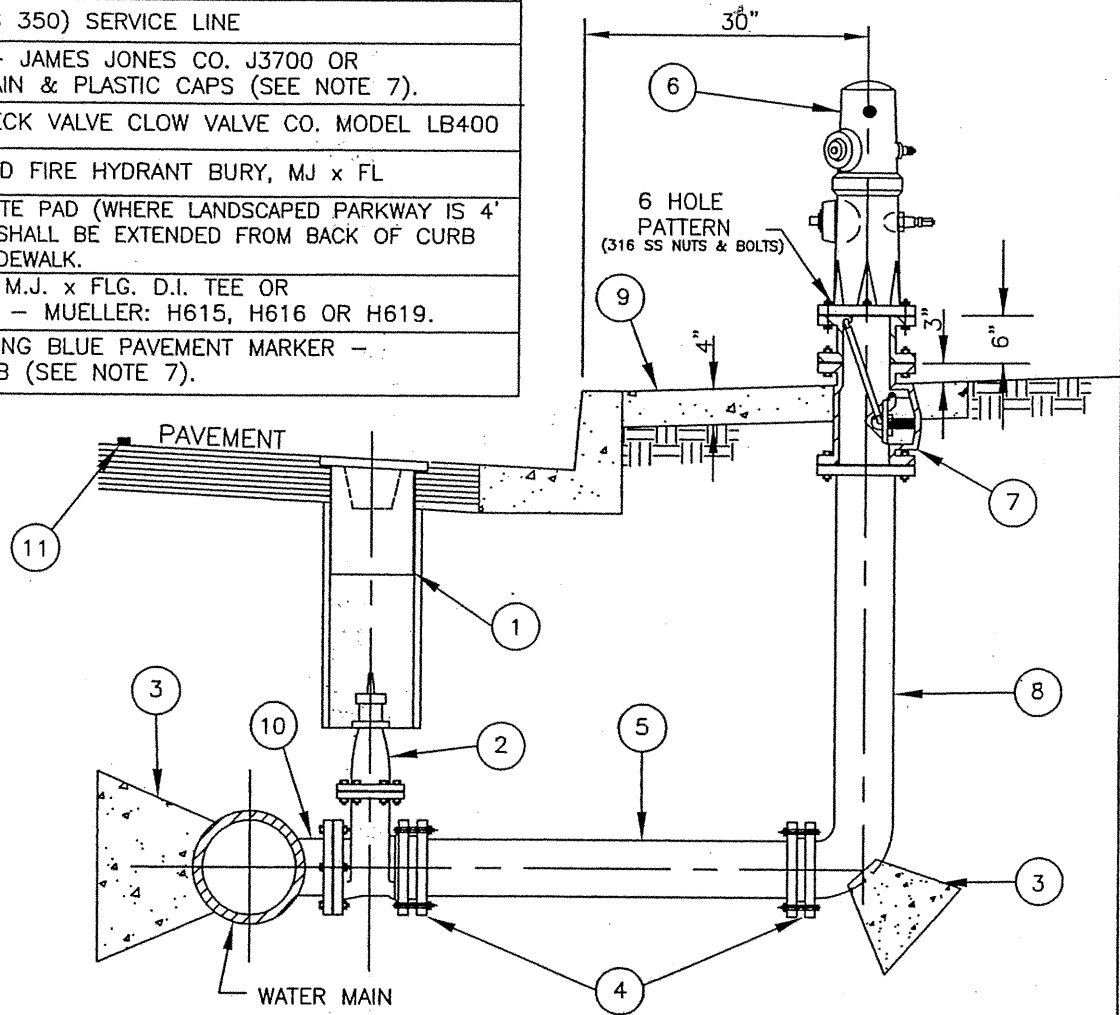
- SERVICE LINE SHALL BE INSTALLED LEVEL WITH MAINLINE UNLESS SHOWN OTHERWISE ON PLAN.
- ALL UNDERGROUND FERROUS SURFACES SHALL BE PROTECTED IN ACCORDANCE WITH THE SPECIFICATIONS. ALL FLG. BOLTS AND NUTS SHALL BE 316 STAINLESS STEEL UNLESS OTHERWISE SPECIFIED.
- ALL PARTS OF THE FACILITY ABOVE GROUND SHALL BE PAINTED IN ACCORDANCE WITH THE SPECIFICATIONS. COLOR OF HYDRANT SHALL BE "RUSTOLEUM" 76-44 SAFETY YELLOW.
- FIRE HYDRANTS SHALL BE LOCATED 5 FEET MIN. FROM DRIVEWAYS OR OTHER OBSTRUCTIONS. NO FIRE HYDRANTS SHALL BE LOCATED IN THE CURB RADIUS.
- ALL BURIED PIPE, VALVES, FITTING ETC... SHALL BE WRAPPED IN 8MIL POLYETHYLENE IN ACCORDANCE WITH THE SPECIFICATIONS.
- PLACE MARKERS SIX INCHES FROM CENTER OF ROADWAY OR PAINTED CENTERLINE ON SIDE NEAREST THE HYDRANT.

ACCOMPING STDS W-300,W-121,W-103,W-150, W-140 & ST-116.

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED	TYPICAL FIRE HYDRANT INSTALLATION FOR LOCAL STREETS & NON-HIGH PRESSURE ZONE	STANDARD NO.
SEPT 1, 2007		W-110
DRAWN BY: SHIVDEV S. BRAR	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	September 5, 2023, Reg. CC Mtg., Page #233 SHEET 1 OF 1
DATE: AUG 14, 2007		

ITEM	MATERIALS
①	VALVE BOX ASSEMBLY PER T712.
②	6" VALVE MUELLER NO. A-2360-16 W/EVERDUR STEM & SS 316 FASTENERS W/2" NUT & NRS OPENING CCW.
③	CONCRETE THRUST BLOCK PER T713.
④	RESTRAINED JOINTS
⑤	6" D.I.P. (CLASS 350) SERVICE LINE
⑥	FIRE HYDRANT - JAMES JONES CO. J3700 OR J3765 WITH CHAIN & PLASTIC CAPS (SEE NOTE 7).
⑦	BREAK-OFF CHECK VALVE CLOW VALVE CO. MODEL LB400
⑧	6" CEMENT LINED FIRE HYDRANT BURY, MJ x FL
⑨	4'x4'x4" CONCRETE PAD (WHERE LANDSCAPED PARKWAY IS 4' WIDE, PCC PAD SHALL BE EXTENDED FROM BACK OF CURB TO FRONT OF SIDEWALK).
⑩	MAIN SIZE x 6" M.J. x FLG. D.I. TEE OR TAPPING SLEEVE - MUELLER: H615, H616 OR H619.
⑪	2-WAY REFLECTING BLUE PAVEMENT MARKER - STIMSONITE 88AB (SEE NOTE 7).



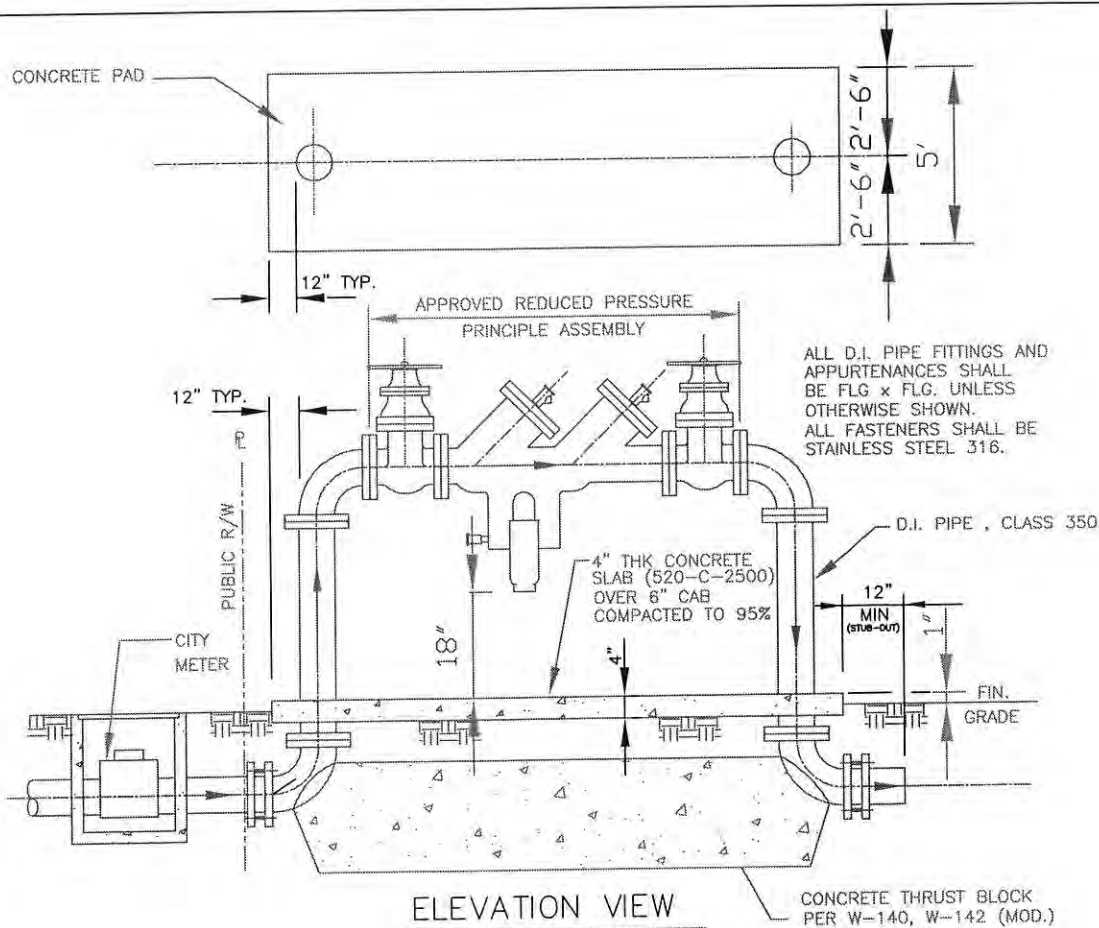
NOTES:

- SERVICE LINE SHALL BE INSTALLED LEVEL WITH MAINLINE UNLESS SHOWN OTHERWISE ON PLAN.
- ALL UNDERGROUND FERROUS SURFACES SHALL BE PROTECTED IN ACCORDANCE WITH THE SPECIFICATIONS. ALL FLG. BOLTS AND NUTS SHALL BE 316 STAINLESS STEEL UNLESS OTHERWISE SPECIFIED.
- ALL PARTS OF THE FACILITY ABOVE GROUND SHALL BE PAINTED IN ACCORDANCE WITH THE SPECIFICATIONS. COLOR OF HYDRANT SHALL BE "RUSTOLEUM" 76-44 SAFETY YELLOW.
- FIRE HYDRANTS SHALL BE LOCATED 5 FEET MIN. FROM DRIVEWAYS OR OTHER OBSTRUCTIONS. NO FIRE HYDRANTS SHALL BE LOCATED IN THE CURB RADIUS.
- ALL BURIED PIPE, VALVES, FITTING ETC... SHALL BE WRAPPED IN 8MIL POLYETHYLENE, IN ACCORDANCE WITH THE SPECIFICATIONS.
- USE J3765 IN COMMERCIAL OR INDUSTRIAL AREAS AND ALONG MAJOR STREETS.
- PLACE MARKERS SIX INCHES FROM CENTER OF ROADWAY OR PAINTED CENTERLINE ON SIDE NEAREST THE HYDRANT.

ACCOMPANYING STD'S W-300, W-121, W-103 AND W-140

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED SEPT 1, 2007	TYPICAL FIRE HYDRANT INSTALLATION FOR NON-LOCAL STREETS OR HIGH PRESSURE ZONE	STANDARD NO. W-111
DRAWN BY: SHIVDEV S. BRAR DATE: AUG 14, 2007	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	



ALL D.I. PIPE FITTINGS AND APPURTENANCES SHALL BE FLG x FLG. UNLESS OTHERWISE SHOWN. ALL FASTENERS SHALL BE STAINLESS STEEL 316.

ELEVATION VIEW

NOTES:

1. NO CONNECTIONS SHALL BE MADE IN PIPE BETWEEN THE METER AND THE ASSEMBLY.
2. WHEN INSTALLATION IS NEAR A BUILDING OR WALL, THE TEST COCKS SHALL BE LOCATED FOR EASY ACCESS.
4. PIPING MATERIALS AND COATINGS SHALL BE APPROVED BY THE CITY.
5. THE ASSEMBLY WILL BE INSTALLED IN A LOCATION APPROVED BY THE LOMITA MUNICIPAL WATER DEPARTMENT AND AT A POINT AS CLOSE TO THE WATER METER AS POSSIBLE.
6. THE ASSEMBLY WILL BE TESTED BY A CITY APPROVED TESTER CERTIFIED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH.
7. THE INSTALLATION WILL BE INSPECTED FOR ACCEPTANCE BY THE LOMITA MUNICIPAL WATER DEPARTMENT PRIOR TO BEING PLACED IN SERVICE.
8. THE ASSEMBLY SHALL BE APPROVED BY THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES OFFICE OF DRINKING WATER AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH.
9. SUPPORT ASSEMBLY AS NEEDED.

FOR 3" DIAMETER SERVICE METERS AND LARGER, WITH BYPASS:
 BYPASS. GATE VALVE, STRAINER, METER. TEST PORT(IF REQUIRED), GATE VALVE, AND BYPASS, AS SHOWN ON T717 OR T718, ACCORDING TO SIZE, SHALL BE INSTALLED ABOVE GRADE IN LINE WITH, UP STREAM OF, AND DIRECTLY TO, THE RP DEVICE.

FOR 3" DIAMETER SERVICE METERS AND LARGER, WITHOUT BYPASS:
 GATE VALVE, STRAINER, METER. TEST PORT(IF REQUIRED), MINUS DOWN STREAM GATE VALVE, AS SHOWN ON T717 OR T718, ACCORDING TO SIZE, SHALL BE INSTALLED ABOVE GRADE IN LINE WITH, UP STREAM OF, AND DIRECTLY TO, THE RP DEVICE.

ACCOMPANYING STD W-300, W-121, W-140 AND W-142

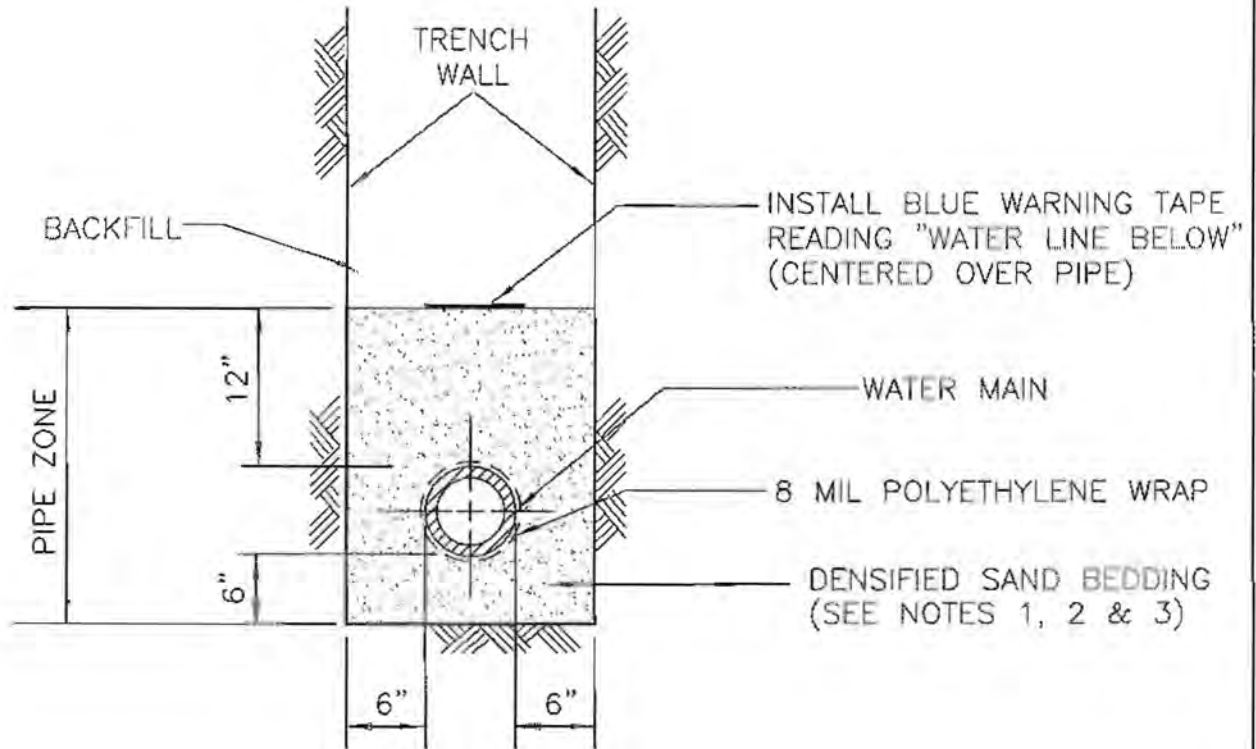
CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

REDUCED PRESSURE PRINCIPLE ASSEMBLY

STANDARD NO. W-120

DATE ISSUED
 SEPT 1, 2007
 DRAWN BY:
 SHIVDEV S. BRAR
 DATE:
 AUG 14, 2007

WENDELL E. JOHNSON,
 CITY ENGINEER
 CERTIFICATION NO. C 66340

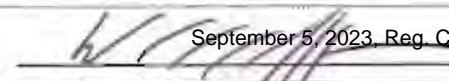


NOTES:

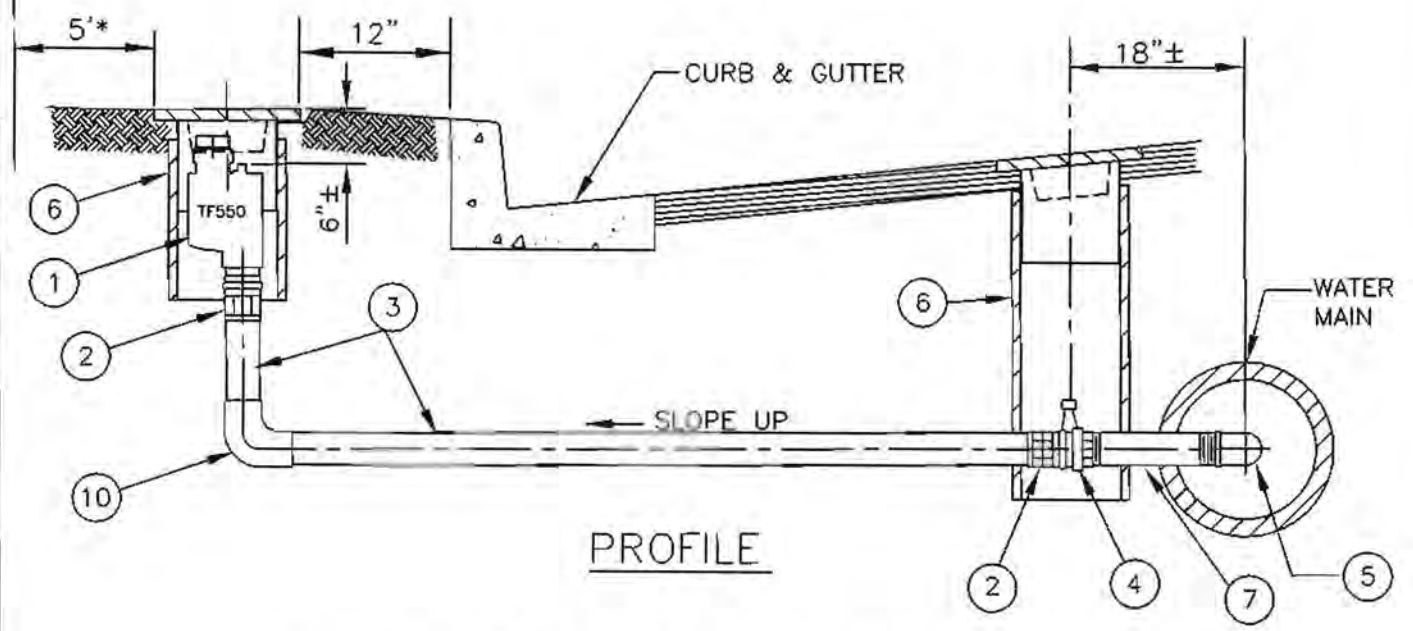
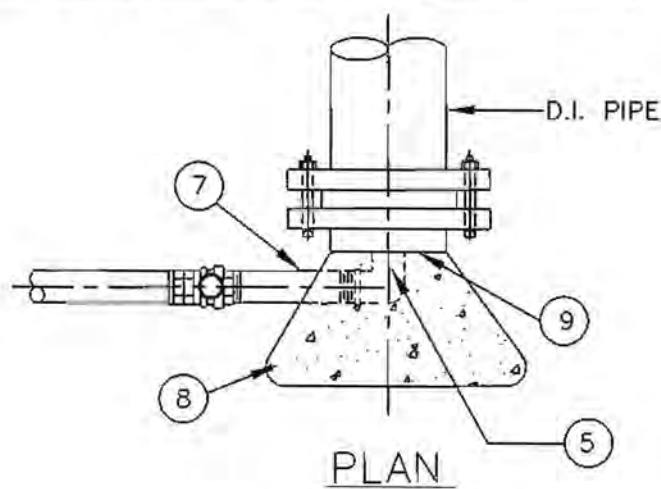
1. SAND BEDDING SHALL CONFORM TO SECTIONS 200-1.5.3 AND 200-1.5.5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION).
2. DENSIFICATION OF BEDDING SHALL BE ACCOMPLISHED IN CONFORMANCE WITH 306-1.2.1 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION).
3. BEDDING SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY UNDER STRUCTURES AND 90% ELSEWHERE.

ACCOMPANYING STD'S W-300 AND ST-116

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED	<p>BEDDING FOR WATER PIPE</p>	STANDARD NO.
SEPT 1, 2007		W-121
DRAWN BY: SHIVDEV S. BRAR	<p>WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340</p> 	September 5, 2023, Reg. CC Mtg., Page #236
DATE: AUG 14, 2007		SHEET 1 OF 1

ITEM	DESCRIPTION
①	KUPFERLE TRUFLO MODEL TF550 BLOW-OFF HYDRANT W/2" FIP INLET
②	2" ADAPTOR - 2" MIP x SJ
③	2" COPPER TYPE K TUBING
④	2" FIP BALL VALVE - FORD B11-777 OR JONES J-1900
⑤	2" BRASS STREET ELBOW
⑥	VALVE BOX ASSEMBLY (SEE W-150) MOD.
⑦	2" BRASS NIPPLE AS REQUIRED
⑧	CONC. THRUST BLOCK PER W-140, W-142
⑨	PIPE SIZE C.I. M.J. CAP W/2" IP DRILLED & TAPPED HOLE
⑩	2" 90° ELBOW - COPPER TO COPPER SJxSJ

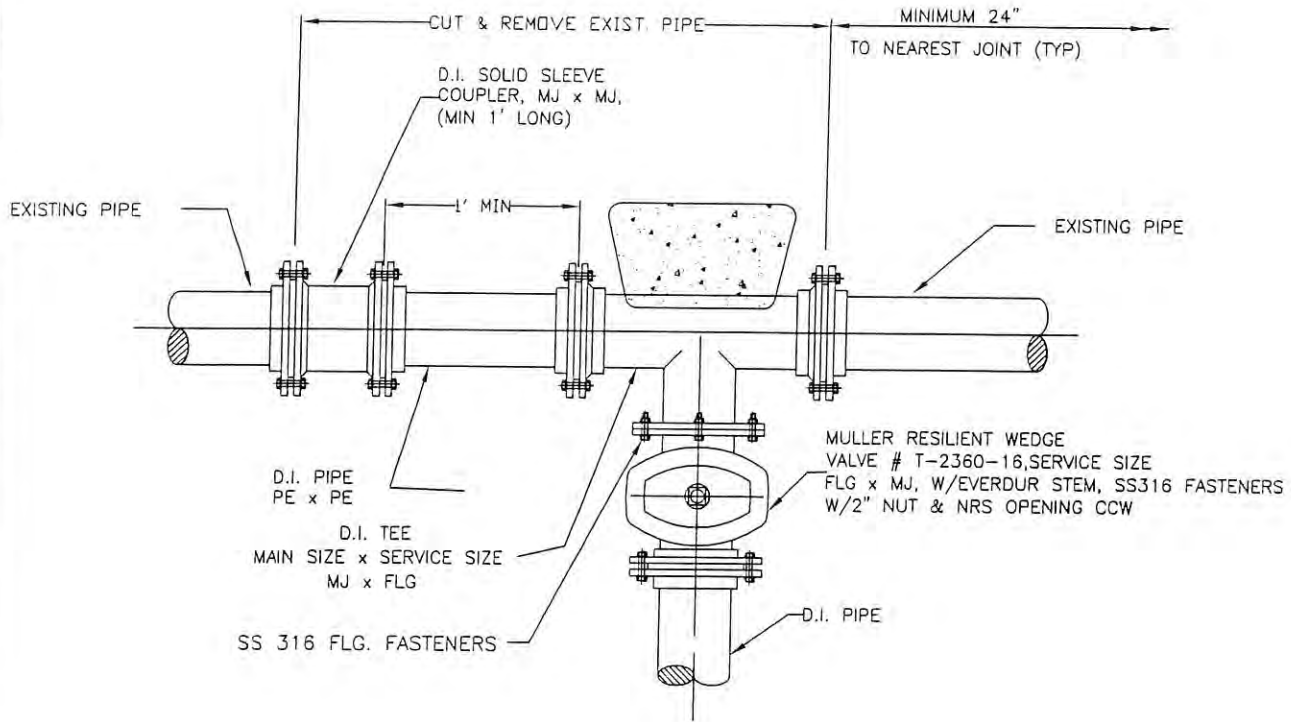


* WHERE THERE IS NO CURB, THE BLOW-OFF BOX SHALL BE SET 5' CLEAR OF PROPERTY LINE.

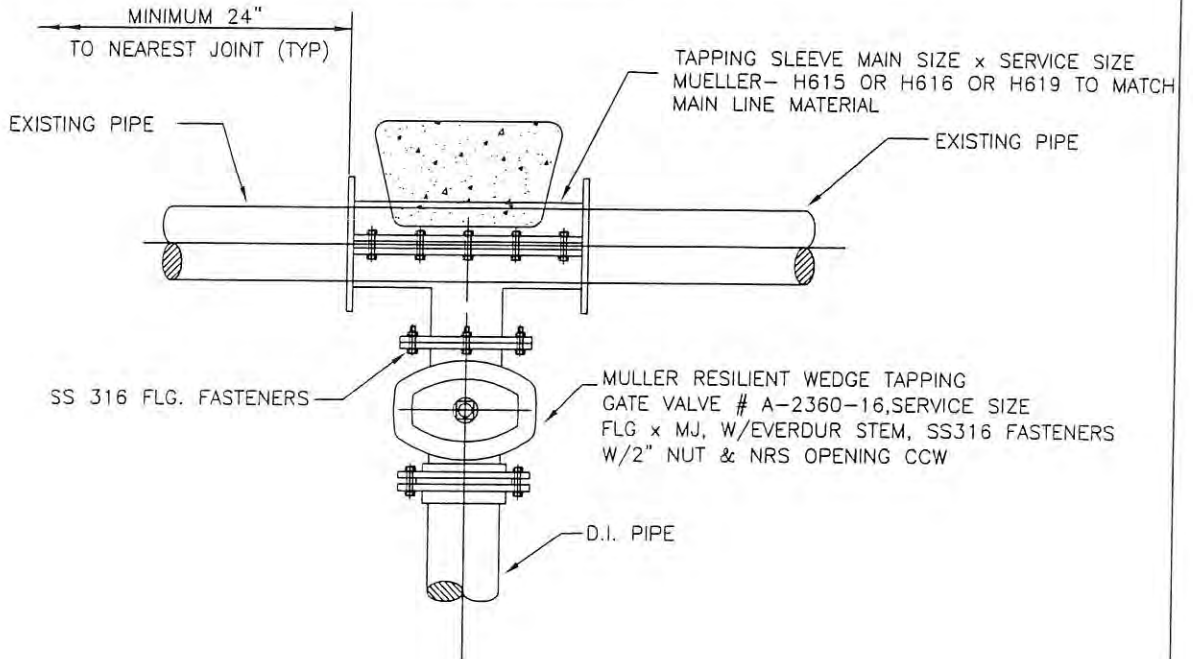
ACCOMPANYING STD'S W-300, W-121, W-150, W-140 AND W-142

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED SEPT 1, 2007	2" BLOW-OFF ASSEMBLY	STANDARD NO. W-124
	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	September 5, 2023, Reg. CC Mtg., Page #237 <i>[Signature]</i>
		SHEET 1 OF 1



CUT IN METHOD



HOT TAP METHOD

ACCOMPANYING STD. W-101, W-102, W-110, W-111, W-120, W-121, W-140, W-142, W-150, W-300 & W-103

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED

D.I. CONNECTION TO MAIN

STANDARD NO.

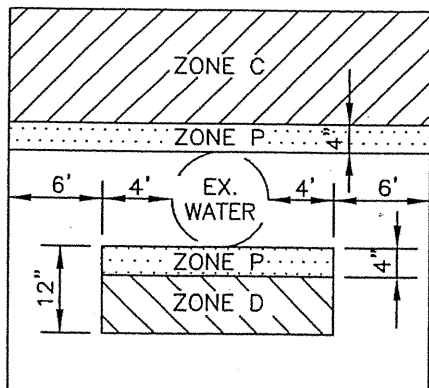
W-130

SEPT 1, 2007

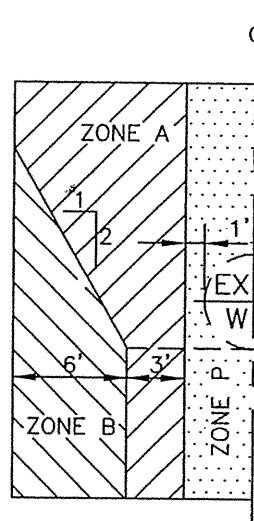
WENDELL E. JOHNSON,
CITY ENGINEER
CERTIFICATION NO. C 66340

September 5, 2023, Reg. CC Mtg., Page #238

SHEET 1 OF 1



PERPENDICULAR CONSTRUCTION



PARALLEL CONSTRUCTION

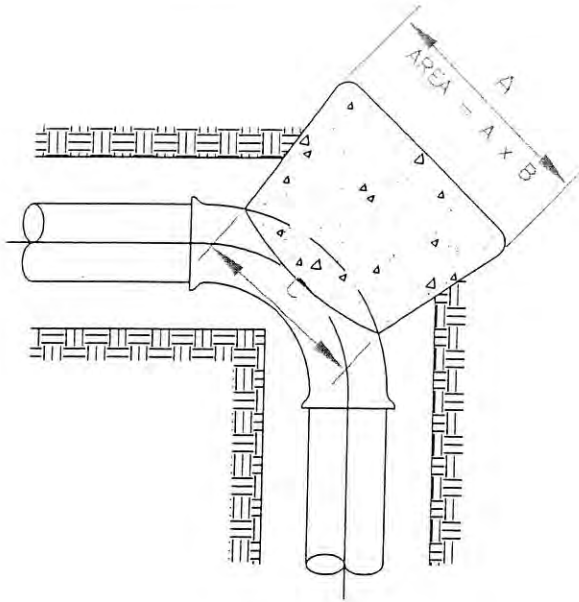
BASIC SEPARATION STANDARDS

1. PARALLEL CONSTRUCTION: THERE SHALL BE AT LEAST 10 FEET HORIZONTAL CLEARANCE BETWEEN PRESSURE DOMESTIC WATER MAINS AND SEWER LINES.
2. PERPENDICULAR CONSTRUCTION (CROSSING): PRESSURE WATER MAINS SHALL BE AT LEAST ONE FOOT ABOVE SANITARY SEWER LINES WHERE THESE LINES MUST CROSS.
3. SPECIAL PROVISIONS: ALTERNATE CONSTRUCTION CRITERIA WHERE THE BASIC SEPARATION STANDARDS CANNOT BE ATTAINED ARE SHOWN BELOW:

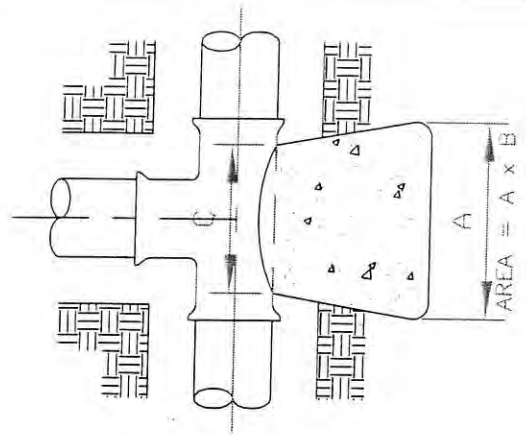
ZONE	SEWER CONSTRUCTION (EXISTING WATER)
B	1) EXTRA STRENGTH V.C.P. WITH COMPRESSION JOINTS. 2) APPROVED ALTERNATES.
C/D	1) A CONTINUOUS SECTION OF DUCTILE IRON PIPE WITH HOT DIP BITUMINOUS COATING. 2) APPROVED ALTERNATES.
A	NO CONSTRUCTION WITHOUT APPROVAL OF LOMITA MUNICIPAL WATER DEPARTMENT AND STATE DEPARTMENT OF HEALTH SERVICES.
P	CONSTRUCTION WITHIN THIS AREA PROHIBITED.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	WATER AND SEWER SEPARATION REQUIREMENTS	STANDARD NO.
SEPT 1, 2007		W-131
DATE: AUG 22, 2007	WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	September 5, 2023, Reg. CC Mtg., Page #239
		SHEET 1 OF 1

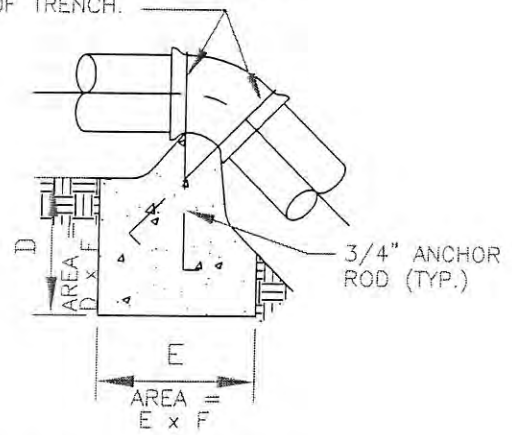


90 BEND

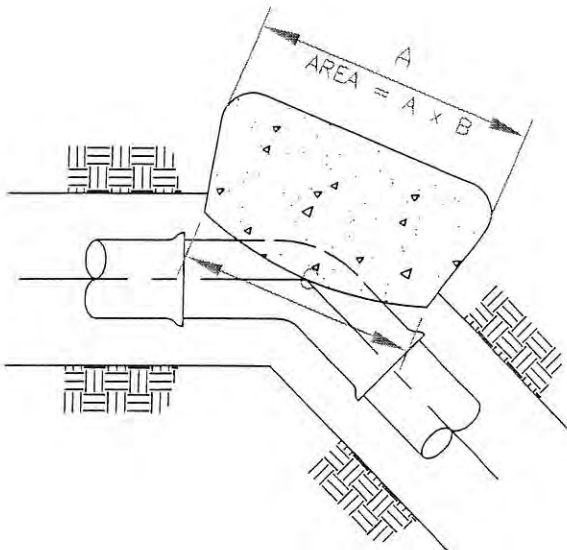


TEE

EXPOSED PORTION OF RE-BARS SHALL BE FIELD COATED W/TAR TO PREVENT CORROSION. MAKE BLOCK FULL WIDTH OF TRENCH.



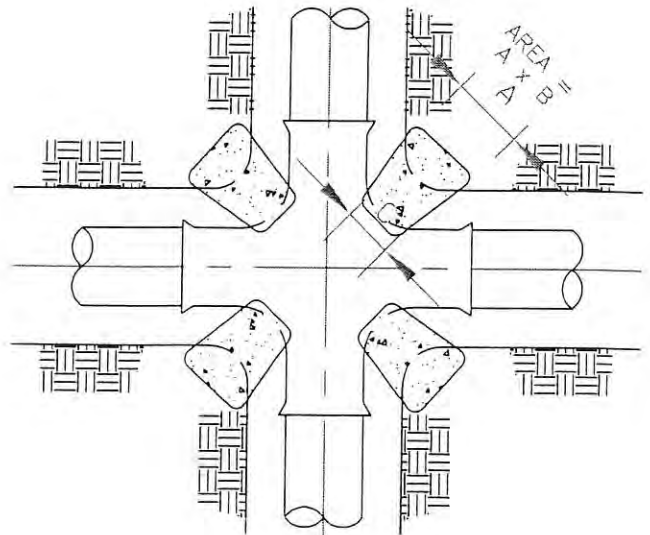
VERTICAL BEND



BEND

NOTE:

- 1) B = DEPTH
- 2) SEE SHEET 2 FOR THRUST BLOCK SCHEDULE AND NOTES.



CROSS

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED

SEPT 1, 2007

DRAWN BY:
SHIVDEV S. BRAR

DATE:
AUG 14, 2007

CONCRETE THRUST BLOCK [4" TO 16" DIA FITTING]

WENDELL E. JOHNSON,
CITY ENGINEER
CERTIFICATION NO. C 66340

STANDARD NO

W-140

September 5, 2023, Reg. CC Mtg., Page #240

SHEET 1 OF 1

VERTICAL BENDS

NOMINAL PIPE SIZE (INCHES)	TEST PRESSURE (PSI)	BENDS LESS THAN OR EQUAL TO ANGLE												ALL BENDS
		11-1/4°			22-1/2°			45°			90°			
		D	E	F	D	E	F	D	E	F	D	E	F	
4" & 6"	200	1'-6"	3'-0"	1'-0"	2'-0"	4'-0"	1'-0"	3'-0"	5'-6"	1'-0"	4'-0"	7'-0"	2'-0"	8"
8"	200	2'-0"	4'-0"	1'-0"	2'-6"	5'-0"	1'-0"	3'-6"	7'-0"	2'-0"	5'-0"	10'-0"	3'-6"	10"
10"	200	2'-0"	4'-6"	1'-0"	3'-0"	6'-0"	1'-6"	4'-0"	9'-0"	3'-0"	6'-0"	12'-0"	5'-0"	1'-0"
12"	200	2'-6"	5'-0"	1'-0"	3'-6"	7'-0"	2'-0"	5'-0"	10'-0"	4'-0"	7'-0"	14'-0"	7'-0"	1'-0"

HORIZONTAL BENDS

NOMINAL PIPE SIZE (INCHES)	TEST PRESSURE (PSI)	DEAD ENDS AND TEES			CROSSES			BENDS LESS THAN OR EQUAL TO ANGLE								ALL BENDS
		A	B	C	A	B	C	11-1/4°		22-1/2°		45°		90°		
								A	B	A	B	A	B	A	B	
4" & 6"	200	2'-6"	1'-6"	6"	2'-0"	1'-0"	6"	1'-0"	1'-0"	2'-0"	1'-0"	3'-0"	1'-0"	3'-6"	1'-6"	8"
8"	200	4'-6"	1'-6"	8"	2'-0"	1'-6"	8"	1'-6"	1'-0"	3'-0"	1'-0"	3'-6"	1'-6"	5'-0"	2'-0"	10"
10"	200	5'-6"	2'-0"	10"	2'-6"	2'-0"	10"	2'-0"	1'-0"	3'-0"	1'-6"	4'-0"	2'-0"	6'-0"	2'-6"	1'-0"
12"	200	7'-6"	2'-0"	1'-0"	3'-6"	2'-0"	1'-0"	2'-0"	1'-6"	3'-0"	2'-0"	4'-6"	2'-6"	7'-0"	3'-0"	1'-0"

NOTES:

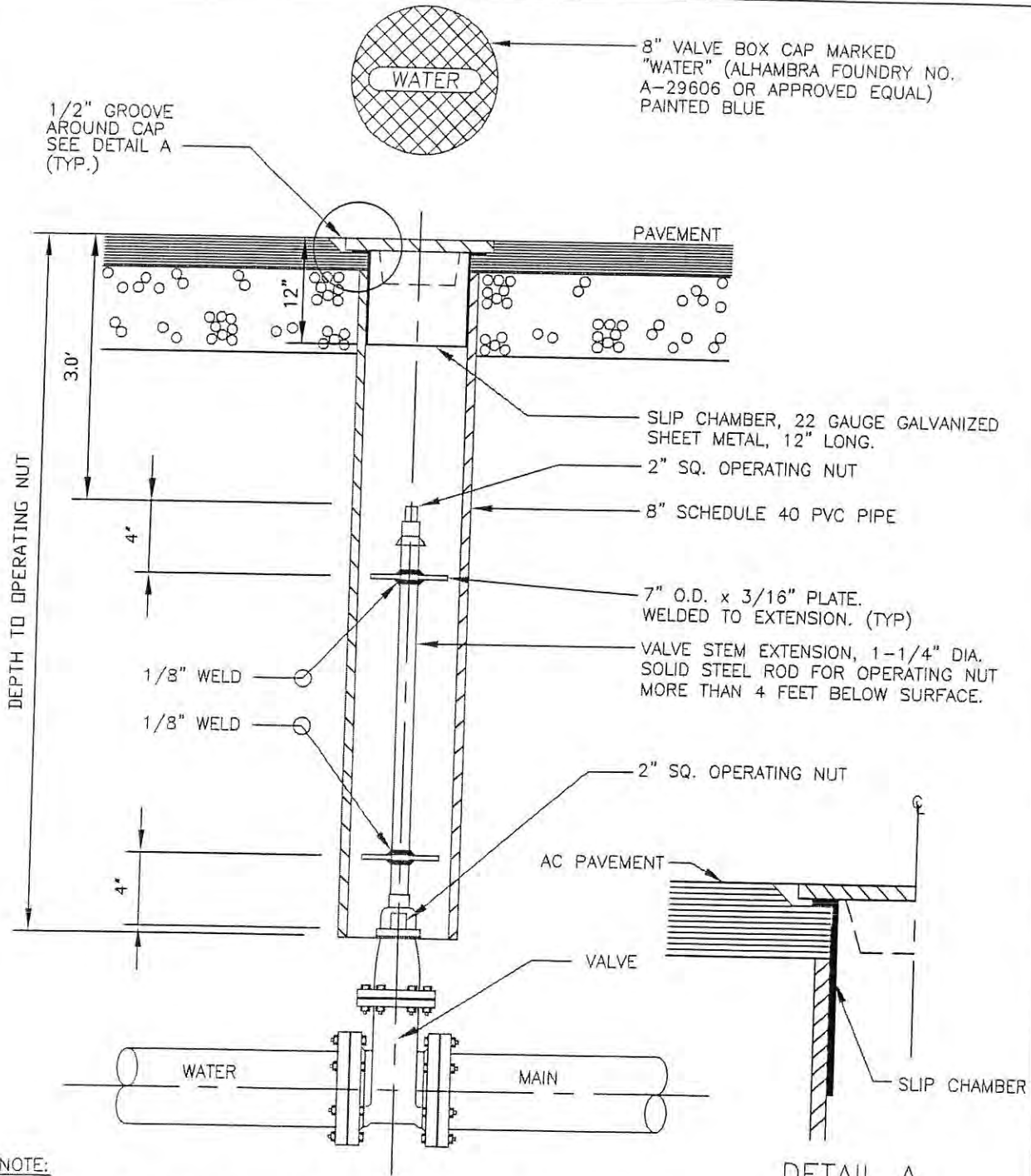
- THRUST BLOCK SIZES ARE BASED ON A BEARING CAPACITY OF 1500 P.S.F., WITH A MINIMUM SOIL COVER OF 3'-0".
FOR SOIL COVER OF 2'-0" TO 3'-0", MULTIPLY BEARING AREA BY A FACTOR OF 1.5
FOR SOIL COVER OF 1'-0" TO 2'-0", MULTIPLY BEARING AREA BY A FACTOR OF 3
- DIMENSIONS SHOWN REFER TO THRUST BLOCK TYPES SHOWN ON DETAIL, AND ARE MINIMUM VALUES ONLY.
- CONCRETE MIX SHALL CONFORM TO SPECIFICATIONS FOR 3000 LBS. STRENGTH AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH ASTM C39.
- ALL THRUST BLOCKS SHALL BE POURED SOLIDLY AGAINST FIRM, UNDISTURBED SOIL.
- CONTRACTOR SHALL NOTIFY THE ENGINEERING DIRECTOR IF SOILS HAVE BEEN PREVIOUSLY EXCAVATED AND BACKFILLED. THE DIRECTOR MAY REQUIRE THAT THE DIMENSIONS SHOWN BE INCREASED BY A FACTOR OF 1.5.
- CONCRETE POURED AGAINST PIPE FITTINGS SHALL BE PLACED SO THAT VALVES AND FITTINGS ARE ACCESSIBLE FOR REPAIR.
- WHERE WATER MAIN DEAD ENDS ARE BLIND FLANGED OR CAPPED, THE THRUST BLOCK SHALL EXTEND A MINIMUM DISTANCE OF 6" INTO BOTH SIDES OF THE TRENCH.

ACCOMPANYING STD. W-300

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

DATE ISSUED AUG 1, 2007	THRUST BLOCK AREA REQUIREMENTS	STANDARD NO. W-142
DRAWN BY: HIVDEV S. BRAR DATE: AUG 14, 2007		WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340





NOTE:

VALVE STEM EXTENSION SHALL BE PROVIDED WHERE DEPTH TO OPERATING NUT EXCEEDS 4'-0".

DETAIL A
NOT TO SCALE

ACCOMPANYING STD W-300 AND W-121

CITY OF LOMITA - PUBLIC WORKS DEPARTMENT

VALVE BOX ASSEMBLY

DATE ISSUED

SEPT 1, 2007

DRAWN BY:
SHIVDEV S. BRAR

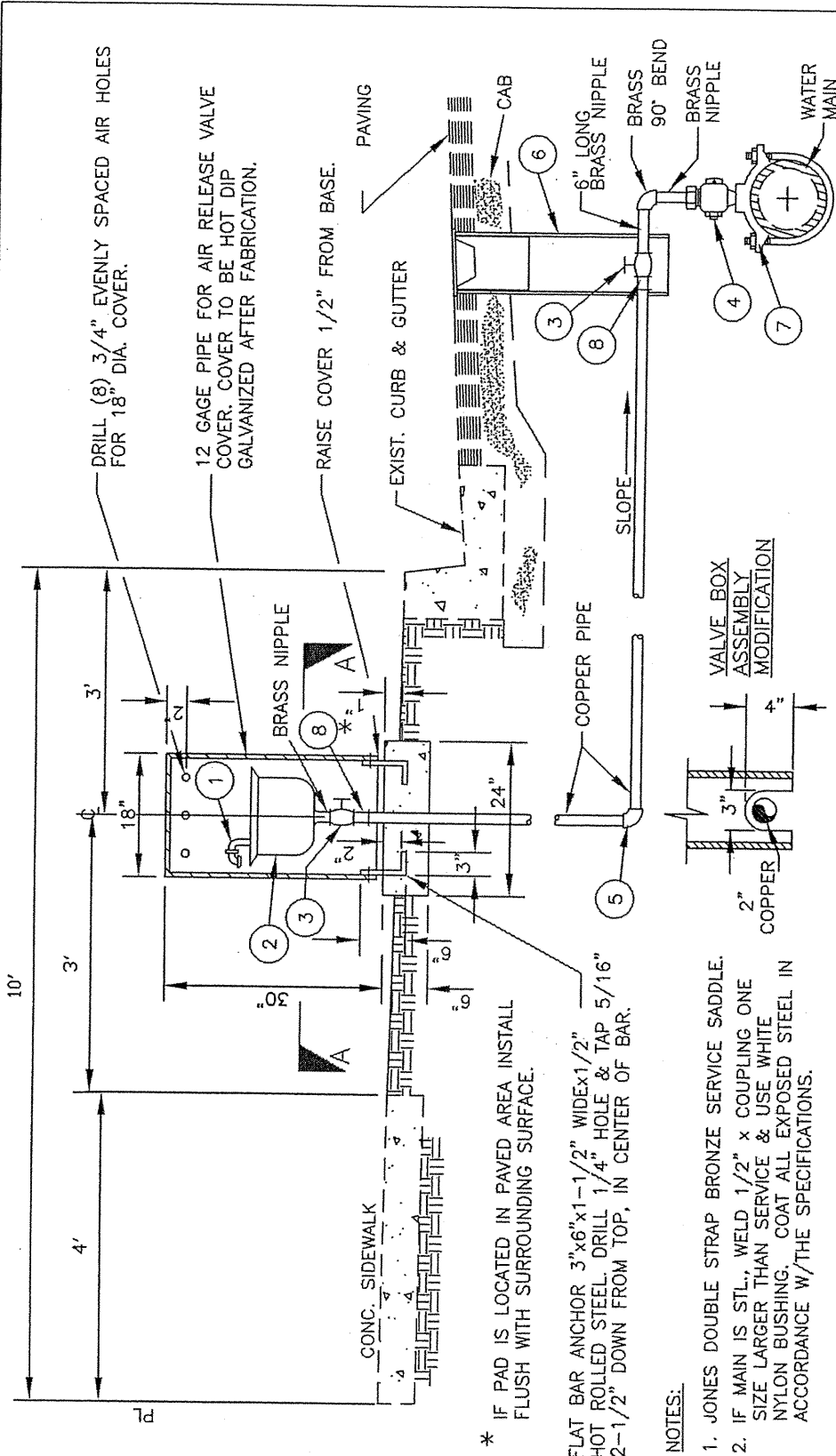
DATE:
AUG 14, 2007

WENDELL E. JOHNSON,
CITY ENGINEER
CERTIFICATION NO. C 66340

STANDARD NO.

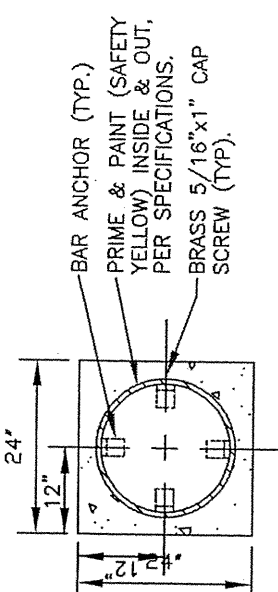
W-150

SHEET 1 OF 1



ITEM	PART NO.	*SIZE	DESCRIPTION
1	143C APCO	1" OR 2"	COMBINATION AIR & VACUUM RELEASE VALVE *(FOR MAIN SIZE >= 16" USE 2", FOR MAIN SIZE < 16" USE 1")
2	145C APCO	1"	NIPPLE & (2) 90° STEEL ELBOWS WITH SS SCREEN
3	B11-444(FORD)	2"	COMBINATION AIR & VACUUM RELEASE VALVE
4	FB 1700-4(FORD)	1"	BALL VALVE, FIPxFIP
5	FB 1700-7(FORD)	2"	CORPORATION STOP, MIPxFIP
6		1" OR 2"	90° COPPER ELBOW, SJXSJ
7	.J979	1" OR 2" IP	VALVE BOX ASSEMBLY (SEE T712) MOD.
8		1" OR 2"	JONES SERVICE SADDLE-DOUBLE STRAP SU x MALE IP

- NOTES:
- JONES DOUBLE STRAP BRONZE SERVICE SADDLE.
 - IF MAIN IS STL., WELD 1/2" x COUPLING ONE SIZE LARGER THAN SERVICE & USE WHITE NYLON BUSHING. COAT ALL EXPOSED STEEL IN ACCORDANCE W/THE SPECIFICATIONS.



SECTION A-A
VALVE & PIPE OMITTED
FOR CLARITY

ACCOMPANYING STD'S T700, T702, T712 AND T116

CITY OF LOMITA - ENGINEERING DEPARTMENT

DATE ISSUED
SEPT 1, 2007

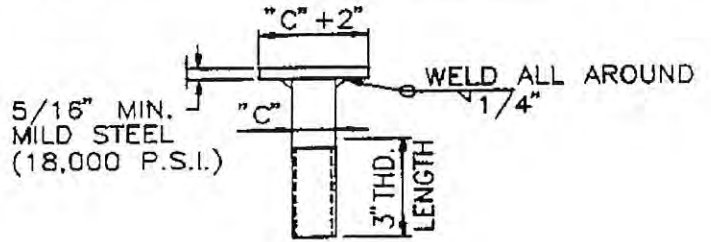
AIR AND VACUUM RELEASE VALVE

STANDARD NO.
W-160

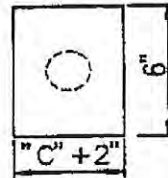
WENDELL E. JOHNSON,
CITY ENGINEER
CERTIFICATION NO. C 66340

SHEET 1 OF 1

FLAT SUPPORT FOR FIRE LINES & METERS

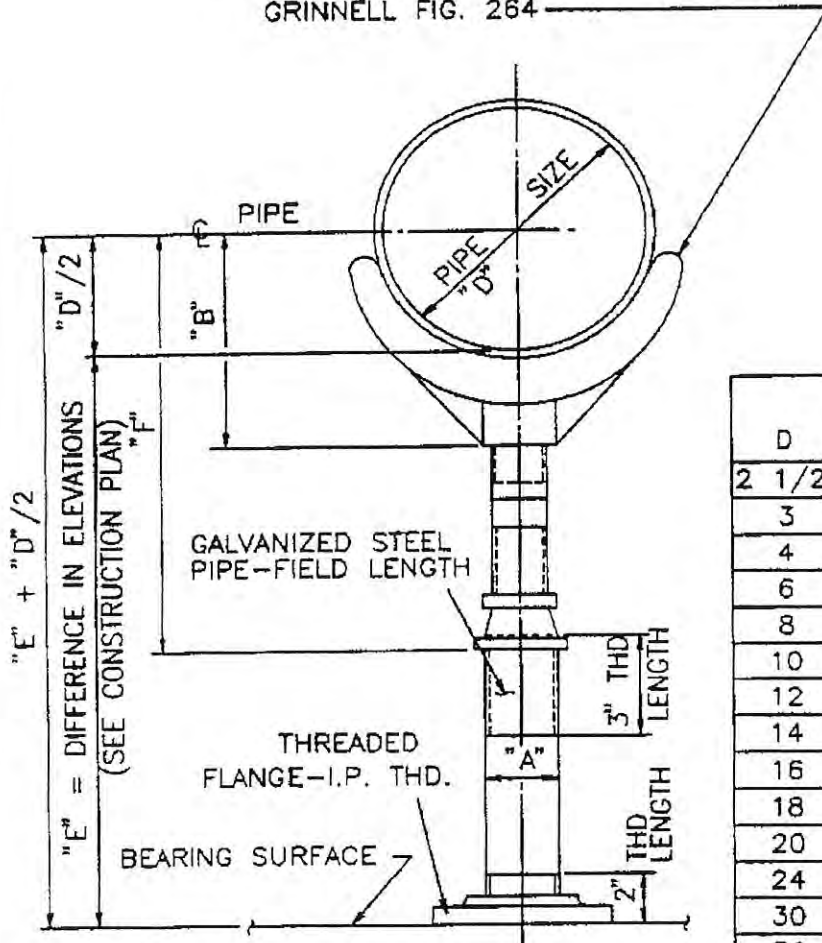


SIDE VIEW



TOP VIEW

**ADJUSTABLE PIPE SADDLE SUPPORT
GRINNELL FIG. 264**



D	A	B	C	F	
				MIN.	MAX.
2 1/2"	2 1/2"	3 1/2"	1 1/2"	8"	13"
3	2 1/2"	3 3/4"	1 1/2"	8 1/4"	13 1/4"
4	3	4 1/4"	2 1/2"	9 1/4"	14"
6	3	5 1/2"	2 1/2"	10 1/2"	15 1/4"
8	3	6 7/8"	2 1/2"	11 3/4"	16 1/2"
10	3	8 1/2"	2 1/2"	13 1/2"	18 1/4"
12	3	9 15/16"	2 1/2"	15"	19 3/4"
14	4	10 15/16"	3"	16 1/4"	20 3/4"
16	4	12 3/8"	3"	17 3/4"	22 1/4"
18	6	13 7/8"	3 1/2"	19 1/2"	24"
20	6	15 3/8"	3 1/2"	21"	25 1/2"
24	6	17 15/16"	4"	23 3/4"	28 1/4"
30	6	21 5/16"	4"	27"	31 1/2"
36	6	24 1/2"	4"	30 1/4"	34 3/4"

NOTE:

THE FLAT SUPPORT SHOWN IN THIS DETAIL SHALL BE USED FOR ALL METER ASSEMBLIES AND FIRE LINES IN LIEU OF THE SADDLE SUPPORT.

ADJUSTABLE PIPE SUPPORT

CITY OF LOMITA WATER DEPARTMENT

DRAWN	BY TL	DATE 6-25-91	APPROVED FIELD SUPERVISOR _____	DATE _____
CHECKED	KT	9-13-91	APPROVED WATER ENGINEERING CONSULTANT _____	DATE _____
SUBMITTED CIVIL ENGR WATER	BDB	9-20-91	APPROVED FIELD SERVICES DIRECTOR _____	DATE _____

STD.NO.

W-270

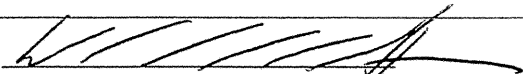
SHEET 1 OF 1

REVISION NO. 2
DATE : NOV. 1999

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION AND SUPPLEMENTS THERETO, AS WRITTEN AND PROMULGATED BY PUBLIC WORKS STANDARDS, INC., HEREINAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS, THE LOMITA STANDARDS, THE AMERICAN WATER WORKS ASSOCIATION STANDARDS LATEST EDITION, AND TO THE SATISFACTION OF THE CITY ENGINEER.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, VERIFY DEPTH AND PROTECT ALL STRUCTURES, INCLUDING SUBSTRUCTURES, SHOWN ON THE PLAN. THE CONTRACTOR SHALL BEAR THE ENTIRE COST OF REPAIRING OR REPLACING ANY OF SAID STRUCTURES DAMAGED BY HIM/HER DURING PROSECUTION OF THE WORK. ALL REPAIRS AND REPLACEMENTS SHALL BE DONE IN THE PRESENCE OF THE INSPECTOR. ALL LOCATIONS SHOWN ON THE PLAN FOR UTILITY LINES HAVE BEEN TAKEN FROM AVAILABLE RECORDS AND THEIR COMPLETENESS AND CORRECTNESS ARE IN NO WAY GUARANTEED.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AND ALL PUBLIC UTILITY COMPANIES AND OWNERS OF PRIVATE FACILITIES WITHIN THE AREA OF CONSTRUCTION AT LEAST 2 WORKING DAYS IN ADVANCE OF PERFORMING ANY WORK WITHIN SAID AREA.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER BEFORE COMMENCING WORK. TRAFFIC CONTROL WITHIN PUBLIC STREET RIGHTS OF WAY SHALL BE IN CONFORMANCE WITH THE "WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH) 2006 EDITION OR LATEST EDITION AVAILABLE AT BNI BOOKS, 10801 NATIONAL BLVD, LOS ANGELES, CA 90064. THE CONTRACTOR SHALL PROVIDE A 24-HOUR TELEPHONE NUMBER FOR EMERGENCY REPAIRS TO TRAFFIC CONTROL AND PAVEMENT MARKINGS.
5. CAUTION: REVIEW APPROVED CONSTRUCTION PLAN. IF CONSTRUCTION REQUIRES WORKERS AND/OR EQUIPMENT TO BE WITHIN 6 FEET OF CRANES OR HOISTING DEVICES TO BE WITHIN 10 FEET OF OVERHEAD ELECTRIC LINES, CALL SOUTHERN CALIFORNIA EDISON AT 310-783-9339 FOR PROJECTS IN RESIDENTIAL AREAS OR 310-783-9331 FOR PROJECTS IN COMMERCIAL AREAS.
6. PRIOR TO COMMENCEMENT OF WORK, ALL SURVEY MONUMENTS IN THE PROJECT AREA SHALL BE LOCATED AND TIED OUT. ALL CENTERLINE MONUMENTS OR TIES LOST OR DESTROYED BY THIS WORK SHALL BE REPLACED EITHER BY A LICENSED SURVEYOR OR A CIVIL ENGINEER REGISTERED PRIOR TO JANUARY 1, 1982 AND NEW TIE SHEETS PROVIDED. METHOD OF ESTABLISHMENT SHALL BE STATED ON THE TIE SHEET.
7. GRADE SHEETS PREPARED AND STAMPED BY A LICENSED ENGINEER OR SURVEYOR SHALL BE DELIVERED TO THE INSPECTOR PRIOR TO COMMENCEMENT OF WORK.
8. THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AT 310-325-9830 PRIOR TO TRIMMING, REMOVING OR RELOCATING ANY EXISTING TREES.
9. UNLESS OTHERWISE SHOWN, ALL TRAFFIC SIGNS SHALL BE RELOCATED OR REMOVED BY THE CITY. THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AT 310-325-9830 AT LEAST 2 WORKING DAYS IN ADVANCE TO ARRANGE THE WORK.
10. THE CONTRACTOR SHALL DISINFECT WATER LINES UNDER THE DIRECTION OF THE CITY'S WATER QUALITY INSPECTOR. THE LOMITA MUNICIPAL WATER DEPARTMENT SHALL COLLECT WATER SAMPLES FOR ANALYSIS SUBSEQUENT TO DISINFECTING OF THE PIPELINE BY THE CONTRACTOR.
11. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR AT LEAST TWO WORKING DAYS IN ADVANCE OF A PROPOSED WATER MAIN OR SERVICE LINE SHUT DOWN. THE CONTRACTOR SHALL NOTIFY THE CUSTOMERS EFFECTED BY THE PROPOSED SHUT DOWN AT LEAST 24 HOURS IN ADVANCE. CUSTOMER NOTIFICATION SHALL CONSIST OF A DOOR HANGER SPECIFYING THE DATE(S) AND TIME(S) OF THE PROPOSED SHUT DOWN. NOTICE SHALL CONTAIN THE CONTRACTORS NAME AND TELEPHONE NUMBER. NOTICE SHALL BE APPROVED BY THE INSPECTOR PRIOR TO DISTRIBUTION.
12. OPERATION OF VALVES ON ALL PUBLIC WATER LINES AND THE FIRST NEW VALVE DOWNSTREAM OF A PUBLIC WATER MAIN SHALL BE PERFORMED BY THE LOMITA MUNICIPAL WATER DEPARTMENT UNLESS OTHERWISE SHOWN.
13. ALL WATER LINES SHALL HAVE 42" COVER FROM PROPOSED FINISHED GRADE UNLESS OTHERWISE SHOWN ON THE PLAN.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	WATER GENERAL NOTES	STANDARD NO.
SEPT 1, 2007	 WENDELL E. JOHNSON, CITY ENGINEER CERTIFICATION NO. C 66340	W-300
DRAWN BY: SHIVDEV S. BRAR	DATE: AUG 14, 2007	SHEET 145 OF 2 September 8, 2023, Reg. CC Mtg. Page #245

GENERAL NOTES (CON'T)

14. FOR PARALLEL CONSTRUCTION ALL WATER LINES SHALL BE INSTALLED WITH A TWO FOOT (MIN.) CLEARANCE FROM EXISTING UTILITY LINES (GAS, TELEPHONE, CABLE, POWER...). A MINIMUM OF 12" CLEARANCE SHALL BE PROVIDED WHEN CROSSING UTILITY LINES.
15. NO PVC PIPE SHALL BE INSTALLED UPSTREAM OF THE INLET SIDE OF METERS OR DETECTOR CHECK VALVES.
16. CONTRACTOR SHALL MAKE AVAILABLE FOR THE PUBLIC WORKS INSPECTOR'S REVIEW, ON A DAILY BASIS, AS-BUILT DRAWINGS FOR WORK PERFORMED UP TO AND INCLUDING THE PREVIOUS DAY'S ACTIVITIES. WORK SHALL NOT BE CONSIDERED AS COMPLETE UNTIL AS-BUILTS ARE SUBMITTED TO AND ACCEPTED BY THE CITY ENGINEER.
17. TRENCHES CUT INTO AN EXISTING ROADWAY WITHIN THE PUBLIC RIGHTS OF WAY SHALL BE BACKFILLED AND PAVED AS PER CITY OF LOMITA STANDARD ST-116.
18. TRENCH RESURFACING SHALL BE OF THE SAME TYPE AS THE EXISTING PAVEMENT, EXCEPT IF EXISTING PAVEMENT IS A.C. OVER P.C.C., RESURFACING MAYBE FULL-DEPTH A.C.
19. PIPE BEDDING SHALL CONFORM TO LOMITA STANDARD DRAWING W-101.
20. ALL FLANGE NUTS, BOLTS AND WASHERS SHALL BE 316 S.S. UNLESS OTHERWISE SHOWN.
21. ALL BURIED PIPE, VALVES, FITTING, ETC. SHALL BE WRAPPED IN 8 MIL. POLYETHYLENE.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	WATER GENERAL NOTES	STANDARD NO.
SEPT 1, 2007		W-300
DRAWN BY: SHIVDEV S. BRAR	WENDELL E. JOHNSON, CITY ENGINEER	September 5, 2023, Reg. CC Mtg., Page #246 SHEET 2 OF 2
DATE: AUG 14, 2007	CERTIFICATION NO. C 66340	

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

TO.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

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
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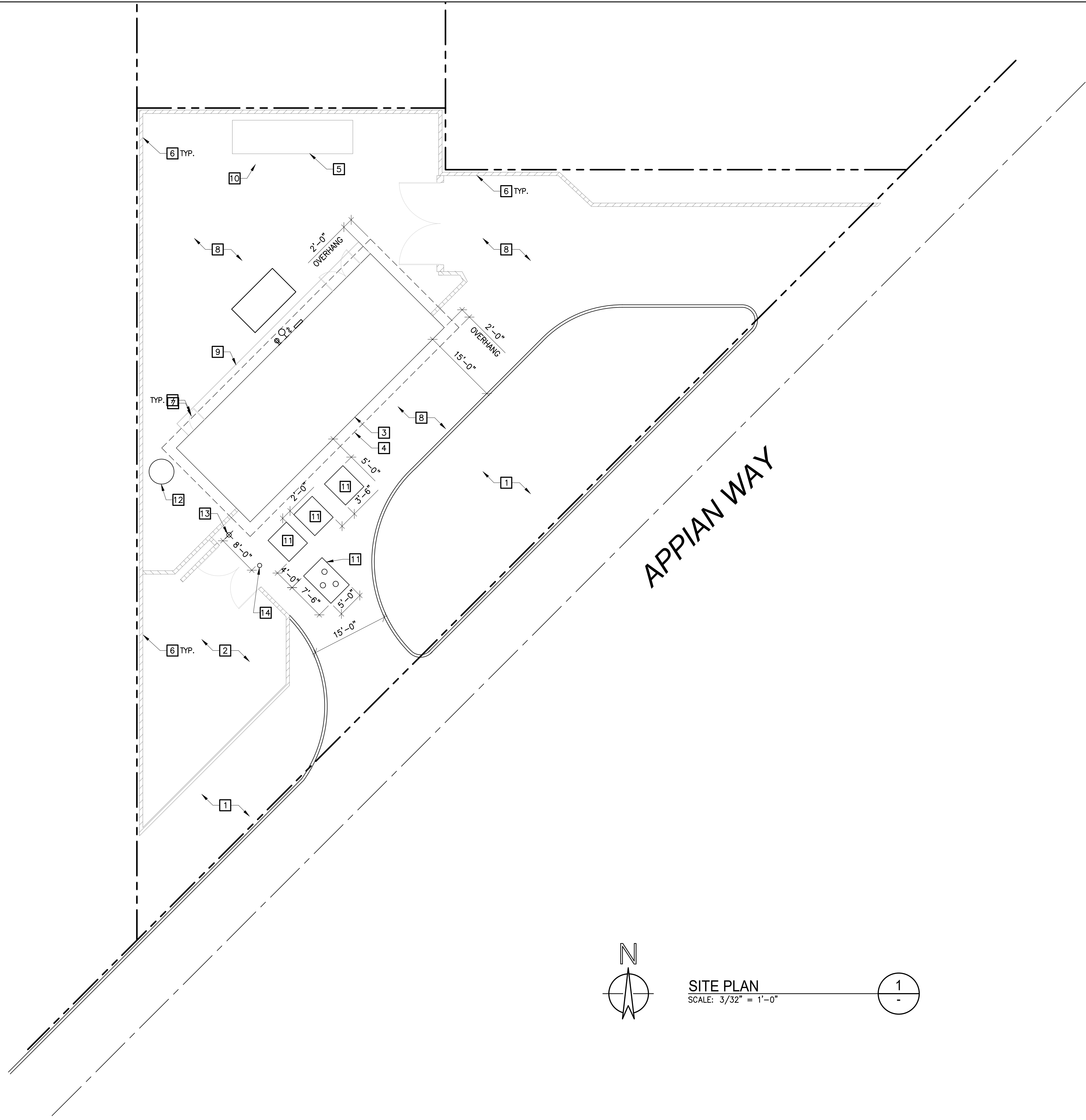
RYAN DAMON
ASSOCIATE ENGINEER

STANDBY POWER GENERATOR AT APPIAN WAY

TITLE SHEET

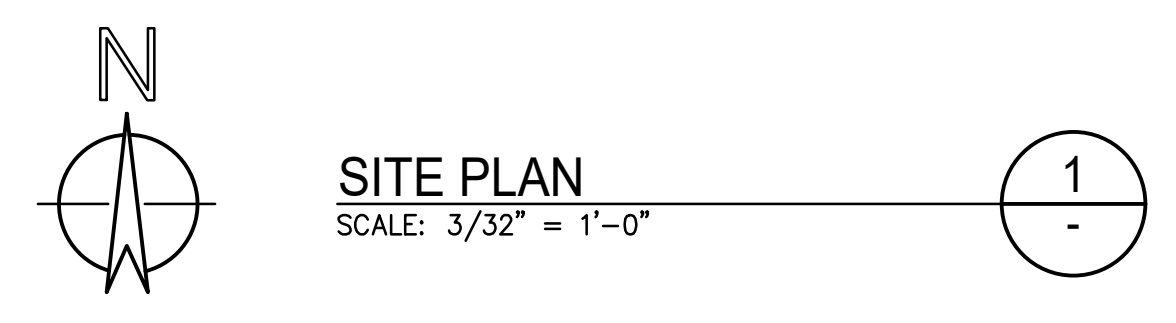
TO.1

DESIGNED BY :
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PROJECT NO.
CLOM-22026
SHT 1 OF 7 SHTS



- SHEET NOTES:**
- UNLESS OTHERWISE NOTED ALL ITEMS EXISTING TO REMAIN AND CONTRACTOR SHALL PROTECT IN PLACE DURING CONSTRUCTION
 - REFER TO MECHANICAL SHEETS FOR ADDITIONAL INFO
 - REFER TO ELECTRICAL SHEETS FOR ADDITIONAL INFO

- KEY NOTES:**
- 1 EXISTING PLANTER
 - 2 EXISTING SIDEWALK TO REMAIN
 - 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.
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SITE PLAN A1.1

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ELECTRICAL SYMBOLS (NOT ALL SYMBOLS ARE APPLICABLE)

\$x LOWER CASE LETTER = SWITCH LEG
 D = DIMMER SWITCH
 DL = DATA LINE 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 UP/DOWN
 CONDUIT STUBBED OUT AND CAPPED
 EYS 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, ARKITE 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:

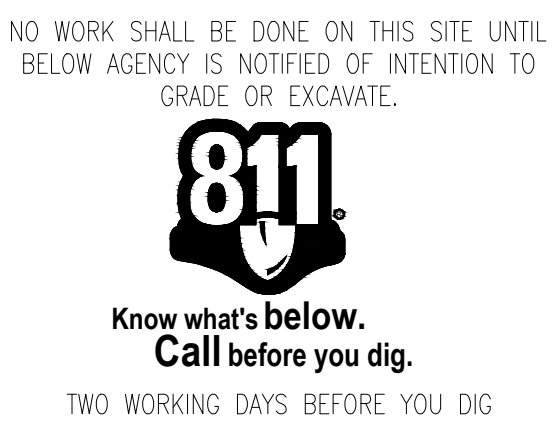
- GD1. ALL GROUND GRID CONDUCTORS ARE #4/0 SOFT DRAWN BARE COPPER.
- GD2. GROUND RODS SHALL BE MIN 10 FEET IN LENGTH, 3/4" DIAMETER, AND COPPER CLAD.
- GD3. CONNECTIONS TO GROUND RODS SHALL BE EXOTHERMIC TYPE. TEST WELL CONNECTIONS SHALL BE BOLTED TYPE.
- GD4. THE CONTRACTOR SHALL MAKE GROUND RESISTANCE 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:

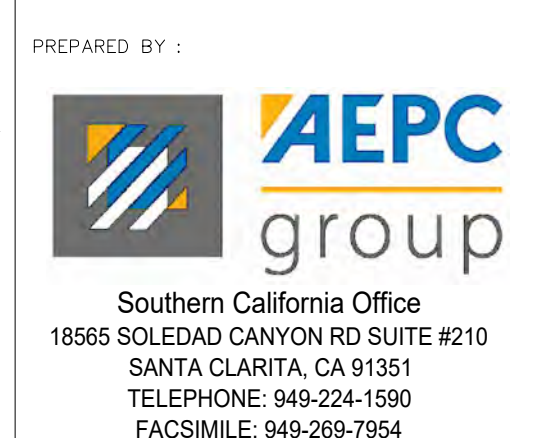
- GD7. UNLESS OTHERWISE NOTED, BURIED GROUNDING CONDUCTORS SHALL HAVE A MINIMUM OF 2 1/2" FEET OF COVER (30").
- GD8. BURIED GROUNDING CONDUCTORS SHALL BE KEPT A MINIMUM OF 12 INCHES WHEN CROSSING METAL OBJECTS, SUCH AS BURIED PIPING OR STEEL.
- GD9. WHERE GROUNDING CONDUCTOR IS BURIED PARALLEL TO UNDERGROUND 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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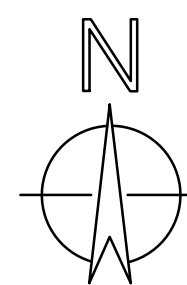
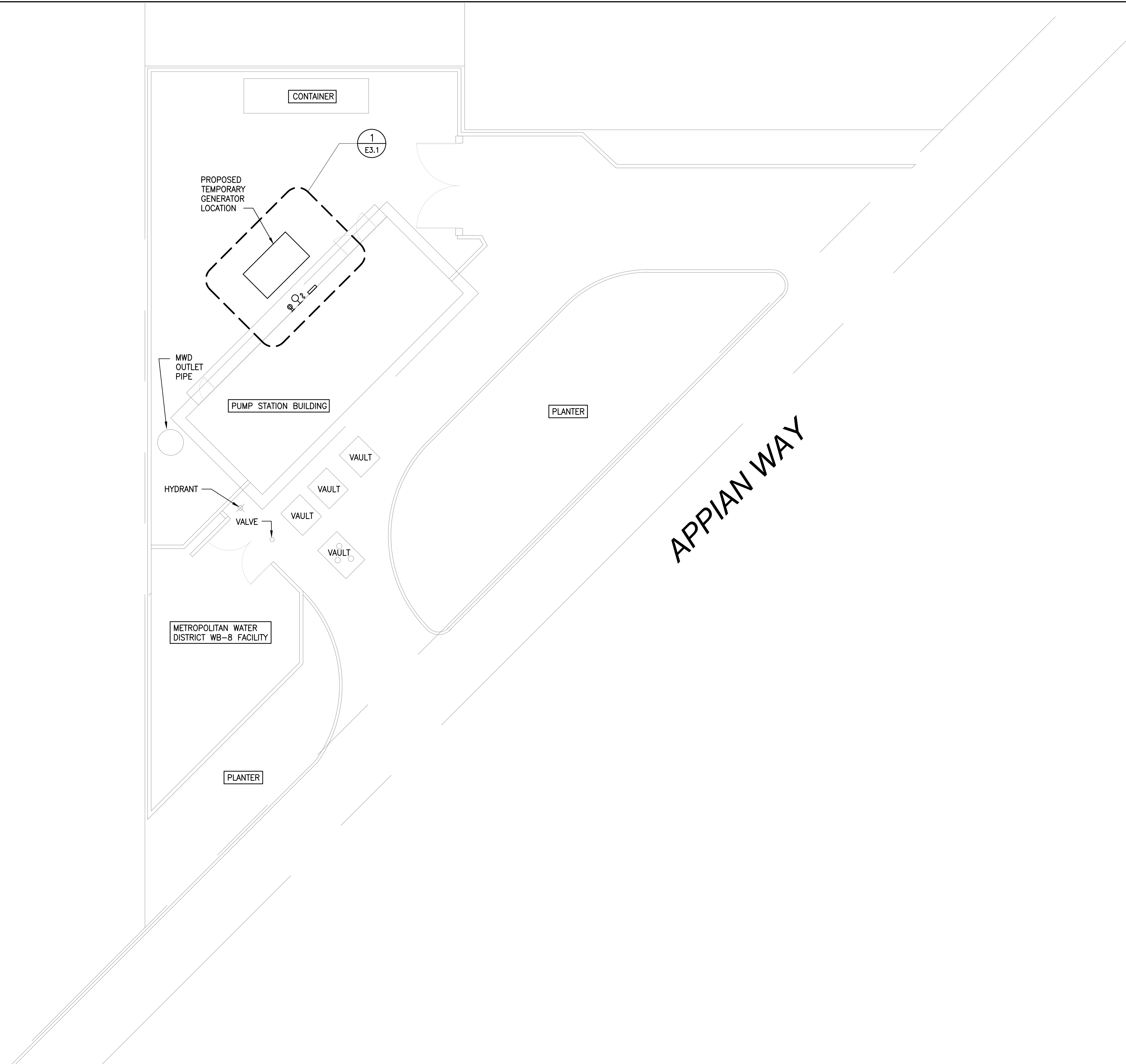
STANDBY POWER GENERATOR AT APPIAN WAY

ELECTRICAL GENERAL NOTES, SYMBOLS, ABBREVIATIONS E0.1

September 5, 2023, Reg. CC Mg., Page #249

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"

1
-

0' 5' 10' 20'
SCALE: 3/32" = 1'-0"

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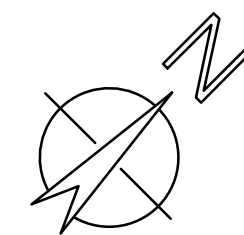
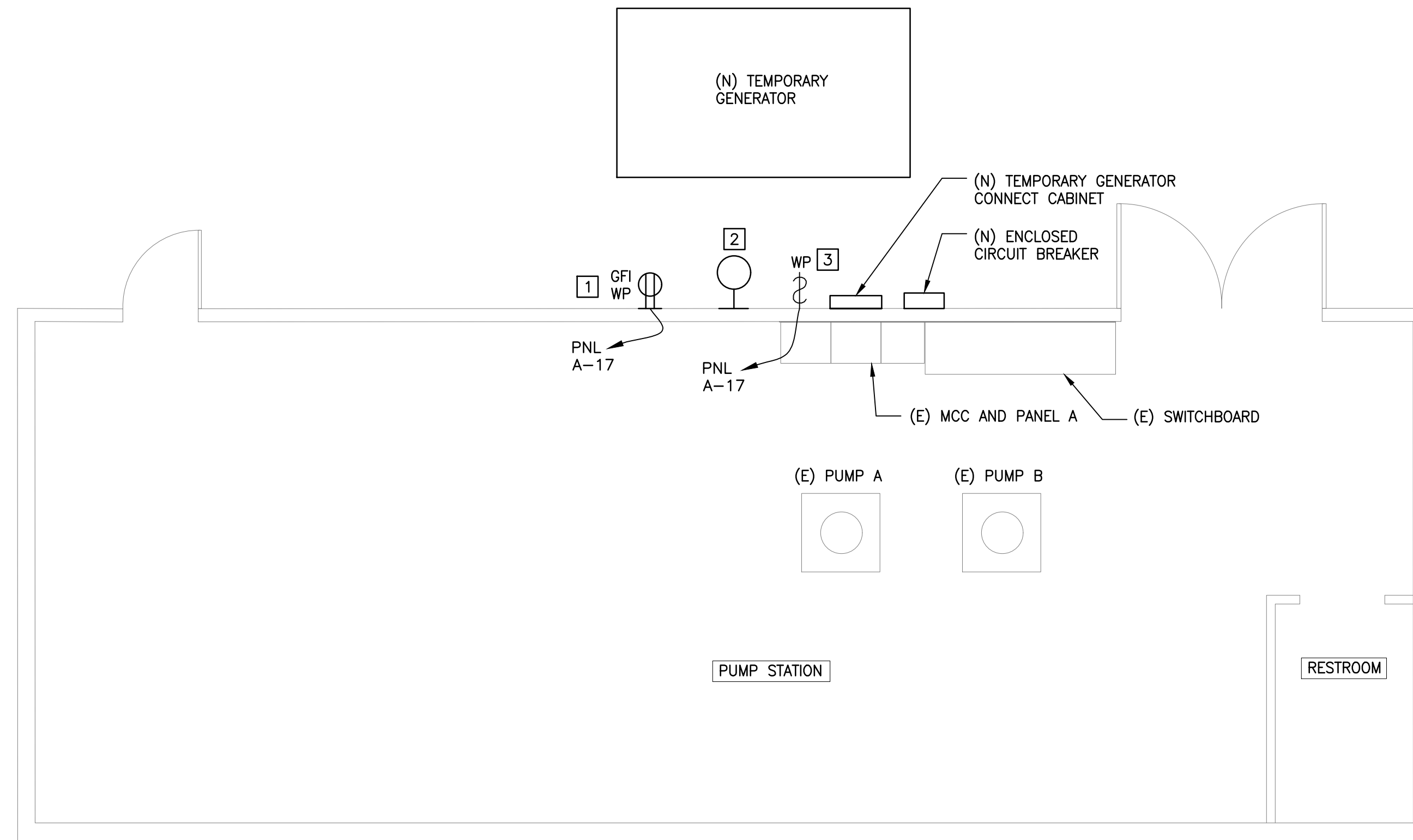
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6. ALL CONDUIT RUN OUTDOORS SHALL BE RGS TYPE.

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
-



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	AEPC	100% DESIGN SET	GV

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

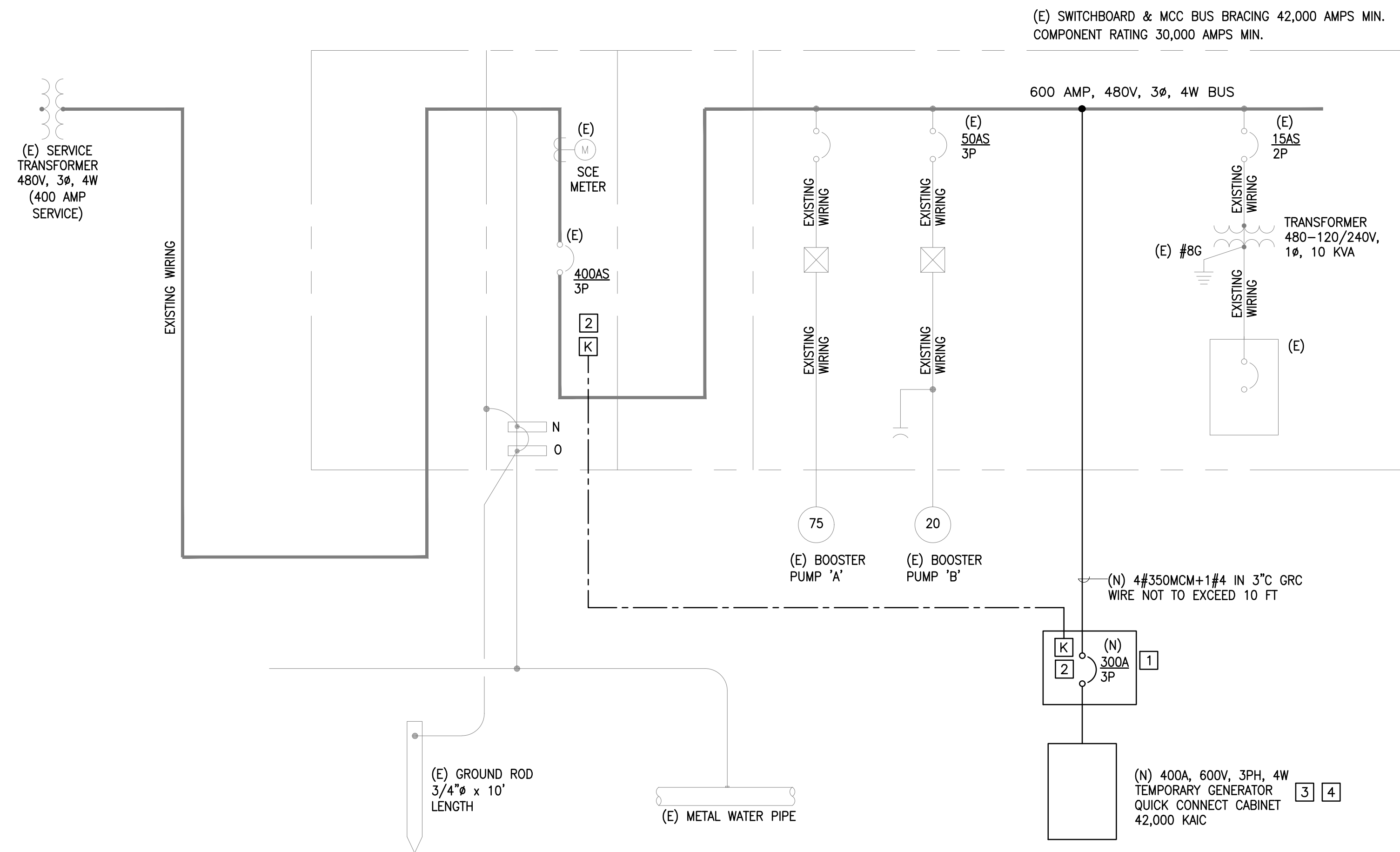
STANDBY POWER GENERATOR AT
APPIAN WAY

ELECTRICAL FLOOR PLAN

E3.1

DESIGNED BY : AI
DRAWN BY : IO
CHECKED BY : GV
PROJECT NO. CLOM-22026
SHT 5 OF 7 SH15

PROJECT AND SHEET TITLE



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: <u> - </u>		MOUNTING: <u> - </u>		PHASE: <u> 1 </u>		WIRE: <u> 3 </u>					
DESCRIPTION	VOLT-AMP		BREAKER		WIRE AND CONDUIT		CRJ/POLE#	CRJ/POLE#	BREAKER		VOLT-AMP		DESCRIPTION
	A	B	AMP	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	EXISTING	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													

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

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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

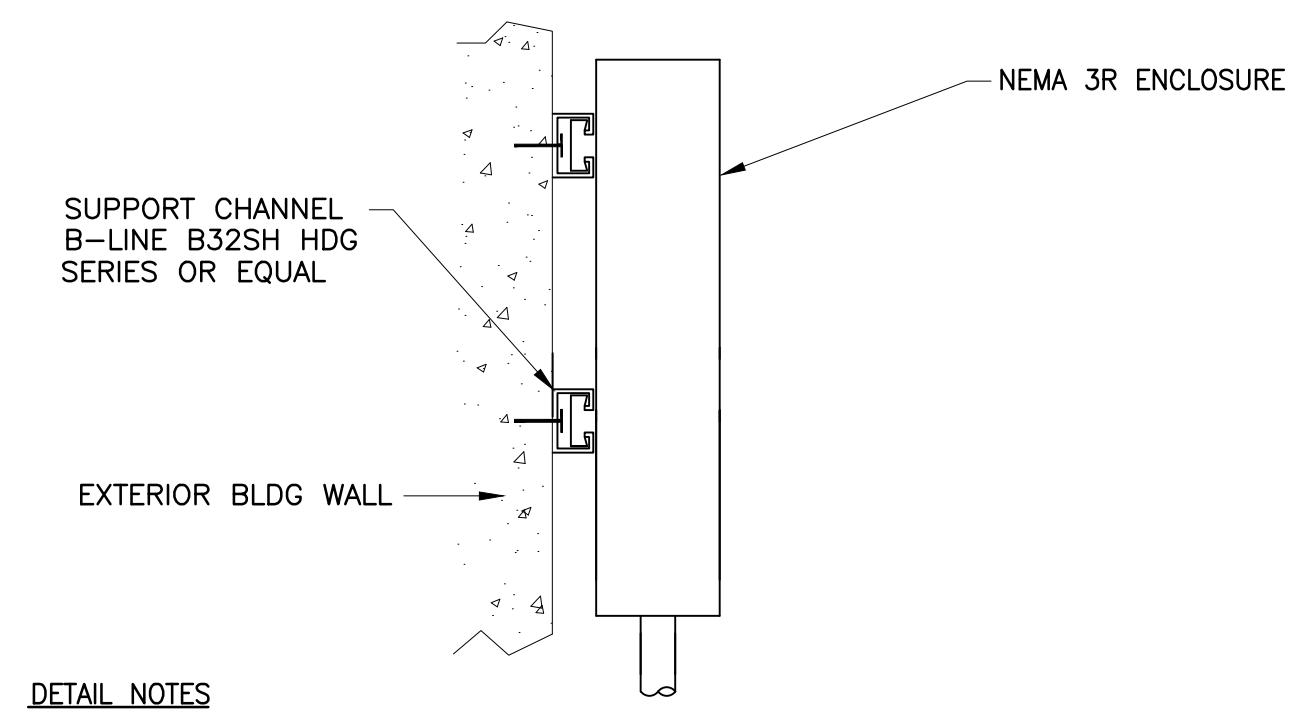
DRAWN BY: JO

CHECKED BY: GV

PROJECT NO. CLOM-22026

SHT 6 OF 7 SH15

September 5, 2023, Reg. CC Mg., Page #252



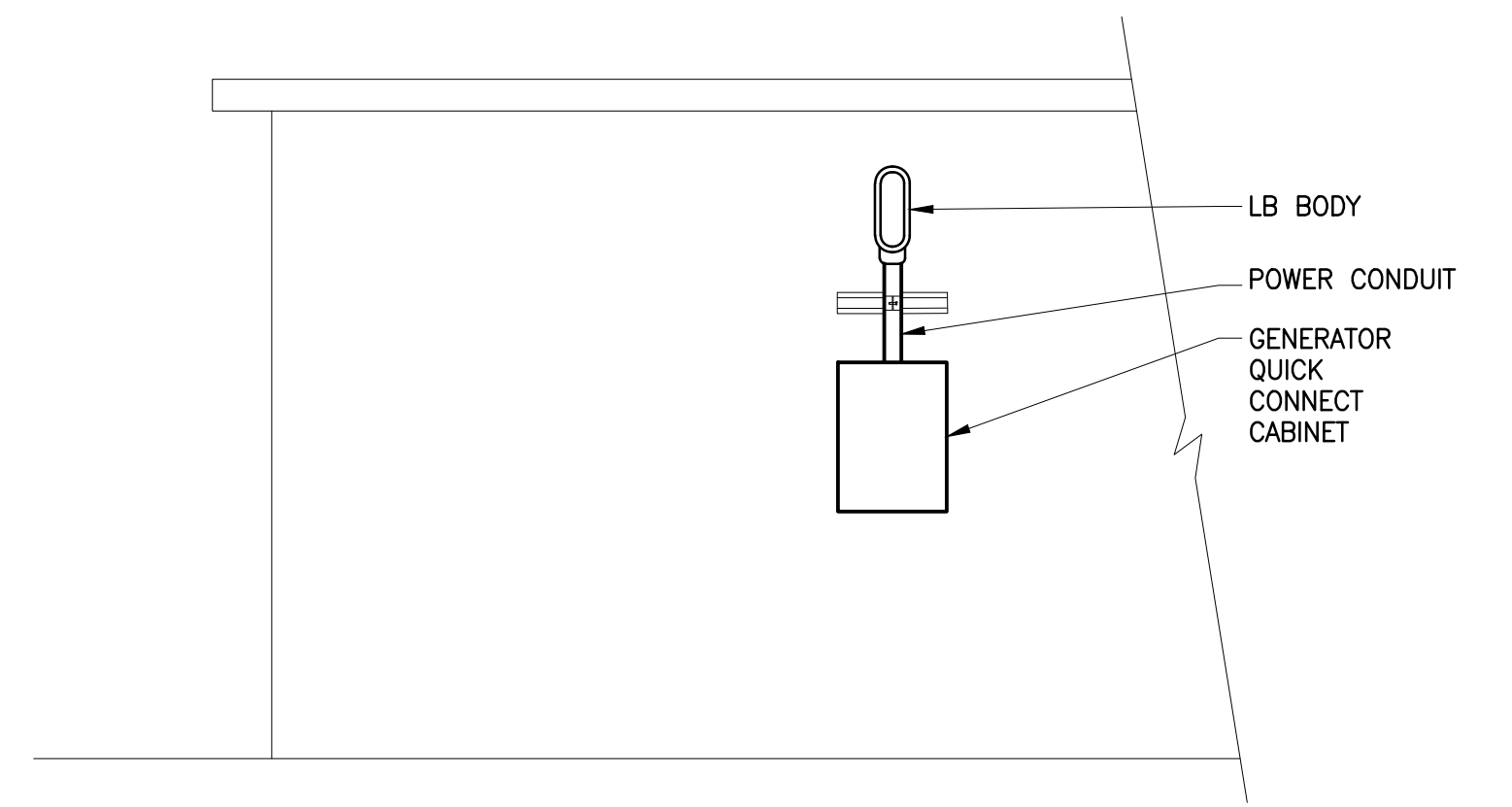
DETAIL NOTES
 1. FOR WOOD STUD WALL:
 USE 3/8" LAG BOLT WITH MIN 1-1/2" EMBEDMENT INTO STUDS. (ONE AT EACH END OF BRACKET)

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
-



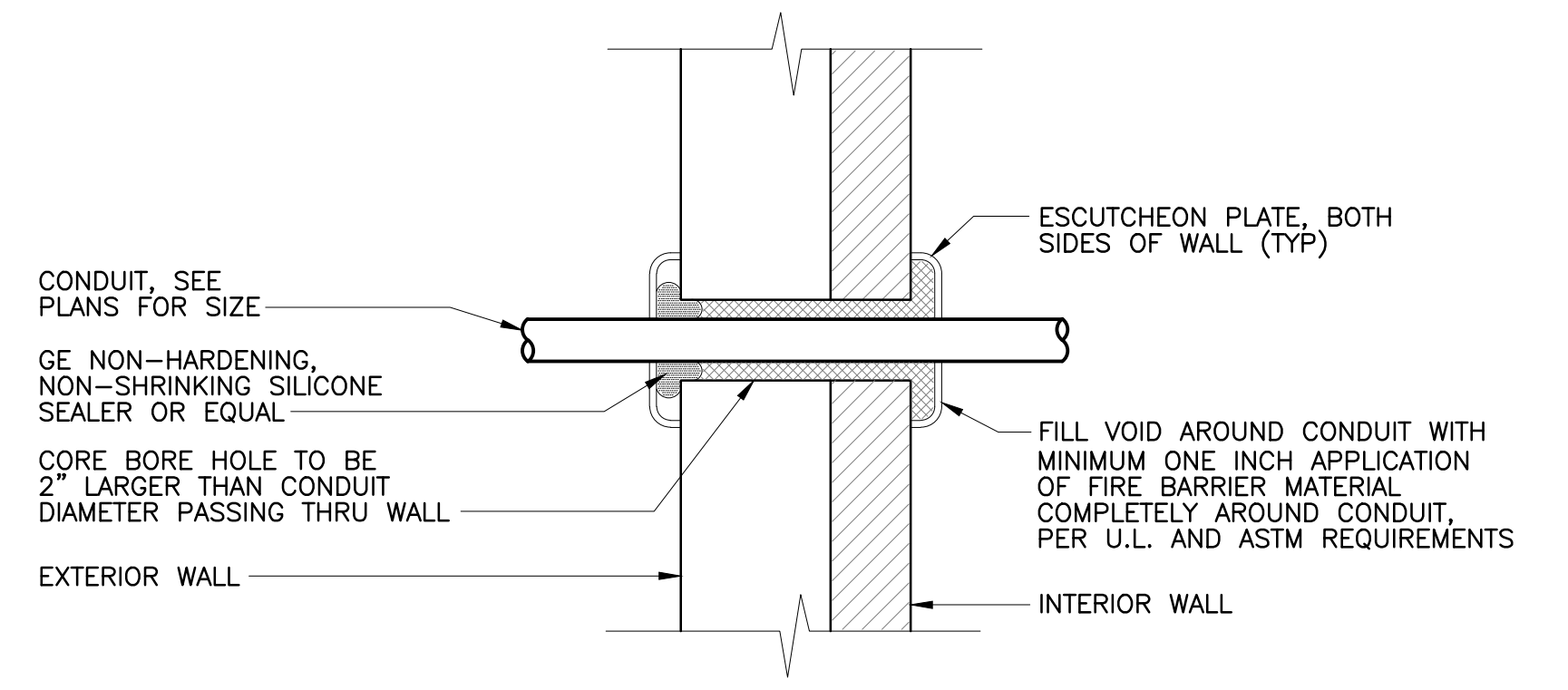
DETAIL NOTES:

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.
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City of Lomita
 PUBLIC WORKS DEPARTMENT
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PREPARED BY :

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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 : AJ
 DRAWN BY : IO
 CHECKED BY : GV
 PROJECT NO.
 CLOM-22026
 SHT 7 OF 7 SH15



CITY OF LOMITA
24300 Narbonne Avenue
Lomita, CA 90717

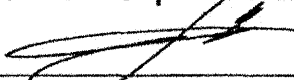
CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

STANDBY POWER GENERATOR AT APPIAN WAY

BID OPENING
AUGUST 17TH, 2023
1:00 P.M.

Under the Supervision of:


Aleksei Isen, PE

6-15-2023

Date



July 2023

BID BOND (10%)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

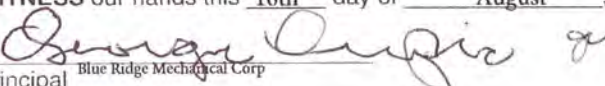
Blue Ridge Mechanical Corp

as principal, and Philadelphia Indemnity Insurance Company

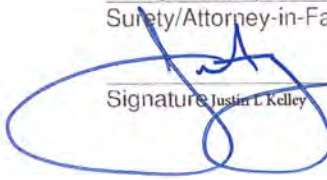
as sureties, are held and firmly bound unto the City of Lomita, State of California, in the penal sum of Ten Percent of Bid Amount dollars (\$ 10%), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

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 16th day of August, 2023.

X 
Principal Blue Ridge Mechanical Corp

Philadelphia Indemnity Insurance Company
Surety/Attorney-in-Fact


Signature Justin L. Kelley

Name: White Lion Bonding & Insurance Services
Local Address: 3419 Via Lido Ste 424
Newport Beach CA 92663
Phone No.: 949-258-9800
Fax No.: 949-258-9801

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint, **Justin L. Kelley of White Lion Bonding & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal
Vanessa McKenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of August, 2023

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

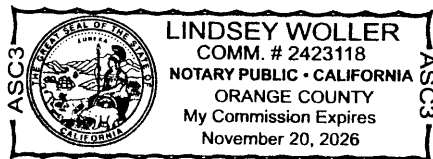
On August 16, 2023 before me, LINDSEY WOLLER, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JUSTIN L KELLEY,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



SECTION C
BID DOCUMENTS
(TO BE SUBMITTED WITH BID PACKAGE)

BIDDER'S PROPOSAL

STANDBY POWER GENERATOR AT APPIAN WAY

Company: Blue Ridge Mechanical

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	\$ 4750	\$ 4750
2	Core Drill Penetration Holes at Exterior Wall	1	EA	\$ 950	\$ 950
3	Install Generator Connect Cabinet including Quick Connect	1	EA	\$17,000	\$17,000
4	Install New Circuit Breaker in Existing Main Switchboard	1	EA	\$ 6658	\$ 6658
5	Install Kirk-Key Interlock	1	EA	\$ 2810	\$ 2810
6	Install Conduits and Wiring including 20' and 100' Camlock Extension Wires	1	EA	\$14,000	\$14,000
7	Lighting	1	EA	\$ 1310	\$ 1310
8	Install GFI Receptacle for Battery Charger	1	EA	\$ 850	\$ 850
9	Support Testing of Rental Generator	1	EA	\$1200	\$ 1200
10	Support Testing of Permanent Generator	1	EA	\$1200	\$ 1200
TOTAL BID (Items 1 through 10)				\$ 50,728.00	

TOTAL BID: \$ 50,728.00

(Figures)

(Words)

Fifty Thousand Seven Hundred Twenty Eight and no/100

***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 Blue Ridge Mechanical Inc

Date: 8/16/2023 By: Patrick W. Witten

Contractor's State License No.: 648738 Class C10 Exp. Date: _____

Contractor's Address: PO Box 2127 North Hills CA 91393

Phone: 661-250-1739

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

Patrick W. Withers, being first duly sworn, deposes and says:

- 1. That he is the Electrical

Title

Division Manager
of Blue Ridge Mechanical Corp
(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 16th day of August, 2023.

Subscribed and Sworn to

Patrick W. White
Contractor
Electrical Division Manager
Title

before me this _____ day of _____, 2023.

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

Please see attached
Notary Certificate
Date Aug 14, 2023

BID BOND (10%)

KNOW ALL MEN BY THESE PRESENTS: That we, Patrick Withers
Blue Ridge Mechanical

as principal, and White Lion

as sureties, are held and firmly bound unto the City of Lomita, State of California, in the
penal sum of Twenty Eight thousand dollars (\$28,000.00), 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 17 day of August, 2023.

Patrick W. Withers
Principal

Surety/Attorney-in-Fact

Signature

Name: Patrick W. Withers
Local Address: _____
Phone No.: 808 908 5788
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: _____

*no sub contractors
all work self performed*

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): H2 Scan
Address: 28486 Worthinghouse Pl. Valencia, CA 91355
Contact Person: Math Smith Telephone No.: _____
Title of Project: BACK up generator
Project Location: Valencia
Date of Completion: 5/1/2023 Contract Amount: \$ 127,000
2. Name (Firm/Agency): Lawndale Elementary School District
Address: 4161 W 147th St Lawndale, CA 90260
Contact Person: Karla Bertran Telephone No.: 424-255 2789
Title of Project: Data Generator
Project Location: Lawndale, CA
Date of Completion: 6/1/2023 Contract Amount: \$ 277,000
3. Name (Firm/Agency): STS Education
Address: 130 W Cochran St A Simi Valley, CA 93065
Contact Person: Mark Netke Telephone No.: 805-490-7430
Title of Project: BACK up Power
Project Location: Simi Valley CA
Date of Completion: 1/10/2023 Contract Amount: \$ 128,000

Garrett → 818-281-3638
Semola

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: NO Federal/State: _____

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

Have the penalties been paid? Yes/No: NO | NA

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: 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: NO. If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

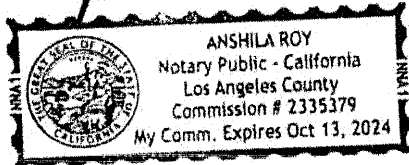
Has your firm been reinstated by this entity? Yes/No: _____

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

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 16
day of August, 2023, by Patrick William Withers

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



(Seal)

Signature _____

A handwritten signature in black ink, appearing to read 'Patrick William Withers', written over a horizontal line.



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

THROUGH: Carla Dillion, Public Works Director

PREPARED BY: Joe Vida, Management Analyst

MEETING DATE: September 5, 2023

SUBJECT: Purchase of CASE Construction Tractor Loader Backhoes for Public Works Department

RECOMMENDATION

Authorize the City Manager to purchase two CASE construction tractor loader backhoes (Model # 580SV) for approximately \$264,952.24.

BACKGROUND

The City's Public Works Department currently owns two backhoes that are scheduled to be replaced in Fiscal Years (FYs) 24-25 and 25-26. One backhoe is used by the Water Systems Operation Division, while the other is used by the Streets/Trees/Parks Divisions. Backhoes perform many different tasks, such as digging, small demolitions, moving materials, landscaping, breaking asphalt, and paving roads.

Staff is recommending accelerating the scheduled equipment replacement because one of the current backhoes has mechanical issues with its transmission. This is resulting in improper functionality and limited use. The current needed repairs are estimated at \$18,000-\$20,000. Additionally, it has been increasingly difficult for staff to find vendors to bid on the repairs because the backhoe is 28 years old and becoming obsolete. Staff is recommending the procurement of two (2) tractor loader backhoes, model number 580SV, manufactured by CASE Construction.

Sourcwell is a government purchasing cooperative that maintains a database of awarded supplier contracts that were competitively solicited, bid on, and awarded in a manner consistent with the requirements of the City's purchasing policy. Utilizing Sourcwell provides the City with competitive pricing and saves staff time and the cost of a formal bidding process. The City has utilized Sourcwell in the past for purchases and

due to the multi-unit discount, staff recommends replacing both pieces of equipment now for the most cost-effective procurement.

The cost for backhoe #1 is \$132,453.91, and \$132,498.33 for backhoe #2, totaling \$264,952.24. The slight variation is due to minor component equipment differences, and shipping/delivery costs from two separate locations. Without the multi-unit and cooperative purchasing discounts the costs would be \$179,418.00 and \$180,180.00 respectively, totaling \$359,598.00. The quotes and specifications are attached as exhibits.

At the June 6, 2023, City Council meeting, the City Council appropriated funds to both the Water Capital Fund (Fund #520) and the Equipment Replacement Fund (Fund # 610). This action was taken during Discussion and Consideration of Mid-Cycle Budget Amendments, item 8b. These funds are available for this use. Additionally, replacement of the 2013 Freightliner Dump Truck will be deferred from FY 24-25 to FY 25-26 to mitigate the expedited expenditure for the backhoes.

OPTIONS:

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

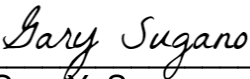
FISCAL IMPACT

There are sufficient funds budgeted in the Water Capital Fund (Fund #520) and the Equipment Replacement Fund (Fund # 610) for the purchase of two tractor loader backhoes.

ATTACHMENTS


1. Exhibit A – Quote Backhoe #1
2. Exhibit B – Quote Backhoe #2
3. Exhibit C – 580SV Specifications

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:



Joe Vida
Management Analyst



WE MOVE MOUNTAINS ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON



10950 South Norwalk Blvd. · Santa Fe Springs · CA · 90670 TEL: (562) 903-7377
www.SonsrayMachinery.com

Exhibit A

Ship To: CITY OF LOMITA
 24300 NARBONNE AVE
 LOMITA CA 90717
 Invoice To: CITY OF LOMITA
 24300 NARBONNE AVE
 LOMITA CA 90717

Santa Fe Springs
 July 20, 2023
 BP0013446

rruvalcaba-0129
 3103257110
 Purchase Order:

Sales Person: Rafael Ruvalcaba

Attention: Hector flores

EQUIPMENT QUOTE/SALES ORDER

CASE 580SV TC CP 4WD	Serial #: FNH580SVNZHH10676 Stock #: EQ0057679	\$113,033.34
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**** Sourcewell Discount Applies List \$179,418.00 - 37% = \$113,033.34****

CASE 580SV TC T4B 15Ft EXTENDA-A-HOE LOADER BACKHOE
 745192 -4WD STD TRANS 745192 / 8278741 -PN 14-17.5 Galaxy / 8362694 -PN 21L-24 EZ Rider Galaxy / 742292 -Heavy Front CWT
 745190 -Pilot Controls / 728733 Mech. Quick Coupler / 742388 -24" HD Backhoe Bucket / 720536 -Reversible Pads
 742471 4x1 Loader Bkt w/Cutting Edge / 745293 -3SPL Ldr Aux Hyd Cir / 745287 -CAB / 742873 -Deluxe Seat W/2In Belt
 745220 -UNI-AUX Switch / 745284 -STD Working Lights / 742019 -Glide Ride / 747875 -Tool box / 861321 -Dual Batteries

INTEREST RATE QUOTED IS BASED ON CURRENT RATES. RATE IS SUBJECT TO CHANGE, BASED ON THE FINANCIAL INSTITUTION
 Quote Expires 07/31/2023 ***Financing Available on Approved Credit (OAC) ***Unit Based on Availability
 PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL SURCHARGES
 SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment
 from Sonsray Machinery.

Factory Freight	\$5,888.00
Freight Out To Customer	\$ 850.00
Quoted Price	\$119,771.34
Sales Tax 10.25 %	\$12,276.57
Processing Fee	\$ 399.00
CA Tire Tax	\$ 7.00
Cash Due or Finance Amount	\$132,453.91

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____

Print Name _____ Date _____ Accepted By _____ Date _____

September 5, 2023, Reg. CC Mtg., Page #273

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.



WE MOVE MOUNTAINS® ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON



10950 South Norwalk Blvd. · Santa Fe Springs · CA · 90670 TEL: (562) 903-7377

www.SonsrayMachinery.com

Exhibit B

Ship To: CITY OF LOMITA
24300 NARBONNE AVE
LOMITA CA 90717
Invoice To: CITY OF LOMITA
24300 NARBONNE AVE
LOMITA CA 90717

Santa Fe Springs
July 21, 2023
BP0013446

rruvalcaba-0130
3103257110
Purchase Order:

Sales Person: Rafael Ruvalcaba

Attention: Mark Andersen

EQUIPMENT QUOTE/SALES ORDER

CASE 580SV TC CP 4WD	Serial #: FNH580SVNZHH10680 Stock #: EQ0057650	\$113,513.40
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***** Sourcewell Discount Applied List \$180,180.00 - 37% = \$113,513.40 *****

580SV TC T4B EXTEND-A-HOE LOADER BACKHOE
745192 -4WD STD Trans / 8278741 -PN 14-17.5 Galaxy / 8362694 -PN 21L-24 EZ Rider Galaxy / 742292 -Heavy Front Counterweight
745190 -Pilot Controls / 728733 Mech. Quick Coupler / 742388 -24" HD Backhoe Bucket / 720536 -Reversible Pads / 742473 -6x1 Bkt
w/Forks & Cutting Edge
745293 -3-SPL Ldr Aux Hyd Cir / 745287 CAB / 742873 Deluxe Seat W/2 In Belt / 745220 -UNI-AUX Switch / 745284 -STD Working
Lights
742019 -Glide Ride / 747875 -Tool box / 861321 -Dual Batteries / 742015 -Mech Transport Lock

INTEREST RATE QUOTED IS BASED ON CURRENT RATES. RATE IS SUBJECT TO CHANGE, BASED ON THE FINANCIAL INSTITUTION
Quote Expires 07/31/2023 ***Financing Available on Approved Credit (OAC) ***Unit Based on Availability
QUOTED PRICE IS NOT GUARANTEED, AND SUBJECT TO MANUFACTURER'S PRICE INCREASES, INCLUDING ANY ADDITIONAL
SURCHARGES

SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment
from Sonsray Machinery.

Factory Freight	\$5,437.83
Freight Out To Customer	\$ 850.00
PDI - Predelivery and Inspection, Fuel and wash	\$ 595.00

Quoted Price	\$120,396.23
Sales Tax 10.25 %	\$11,696.10
Processing Fee	\$ 399.00
CA Tire Tax	\$ 7.00
Cash Due or Finance Amount	\$132,498.33

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.

You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.

Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____
Print Name _____ Date _____ Accepted By _____ Date _____

September 5, 2023, Reg. CC Mtg., Page #275

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
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4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.



580SV

CONSTRUCTION KING TOOL CARRIER BACKHOE LOADER
TIER 4 FINAL CERTIFIED



ENGINE

Model	FPT F5BFL413B*B
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in ³ (3.4 L)
Fuel injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Engine speeds*	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	97 hp (72 kW)
Net	95 hp (71 kW)
Maximum torque @ 1400 RPM:	
Gross	334 lb-ft (453 N-m)
Net	333 lb-ft (452 N-m)
Torque rise at rated speed	45% +/- 5%
Radiator:	
Core type	Square wave
Core size area	486 in ² (3 145 cm ²)
Rows of tubes	4
39° fan:	
Style	9 blade suction
Diameter	19.65 in (499 mm)
Ratio**	1.4:1
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, full flow cartridge

NOTE: *Engine speeds w/ standard transmission.
Meets federal emission regulations.
**Viscous fan.

DRIVETRAIN

Transmission – standard:
4F-4R Power Shuttle Synchromesh Transmission
manual gear shift, fully synchronized

Specifications below apply to the Power Shuttle
transmission.

Gear ratios	Forward/Reverse
1st	5.603/4.643
2nd	3.481/2.884
3rd	1.584/1.313
4th	0.793/0.657

Travel speeds – Standard Power Shuttle

Transmission	Forward mph (kph)	Reverse mph (kph)
1st	3.4 (5.5)	4.1 (6.6)
2nd	5.5 (8.9)	6.6 (10.7)
3rd	11.8 (19)	14.2 (22.8)
4th	22.5 (36.2)	27 (43.4)

Transmission – optional:
Powershift H-Type, 4F-3R hydraulic clutch
shifting w/ auto shift mode

Gear ratios	Forward/Reverse
1st	5.533/4.549
2nd	3.359/2.762
3rd	1.533/1.260
4th	0.811/—

Travel speeds – Optional H-Type Powershift

Transmission:	Forward mph (kph)	Reverse mph (kph)
1st	3.5 (5.6)	4.2 (6.7)
2nd	5.7 (9.1)	6.8 (10.9)
3rd	12.1 (19.4)	14.5 (23.3)
4th	22.1 (35.5)	—

Torque converter ratio 2.38

Differential-lock:
On-the-go push-button activation

Front/Rear axle:	
Differential ratio	2.29/2.75
Planetary hub ratio	6.0/6.4
Total reduction ratio	13.7/17.6

Service brakes:
Individually applied, power assisted,
hydraulically actuated, maintenance-free,
self-adjusting, outboard mounted, wet disc,
2 per side.
Total disc area 384 in² (0.25 m²)

Parking brakes Trans Mounted
spring-applied hydraulic release – SAHR

NOTE: Travel speeds w/ 19.5 L x 24.0 tires.

ELECTRICAL

Voltage	12 Volts, negative ground
Alternator	160 amp
Single Battery	900 amp
Power plugs – 1	20 amp

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective cab; 2 door w/
heat, A/C, defroster, floor mat, Bluetooth radio,
front and rear wiper; Interior rearview convex
mirror; Mechanical suspension deluxe seat; 2 in
(50 mm) retractable seat belt; Cup holder and
storage trays positioned on the right side; and
enclosed storage compartment on left side.

Gauges:
Engine water temperature; Converter oil
temperature; Fuel level; Tachometer/
hourmeter; DEF level.

Warning lights:
Air cleaner restriction; Alternator; A/C high
pressure; Cold start; Engine oil pressure;
Hydraulic oil filter bypass; Parking brake
engagement; Low fuel; Water in fuel; Low DEF.

Audible alarms w/ diagnostics:
Coolant temperature; Engine oil pressure;
Parking brake engagement; Converter oil
temperature; Shuttle engagement/seat
position; Backup alarm; Low DEF.

Horn Dual switched front and rear

OPERATING WEIGHT

Configuration 1:

Cab, HVAC, 14' standard backhoe, standard
loader bucket with cutting edge, large
counterweight, 24" HD backhoe bucket, Front
Wheels 14 x 17.5 Rear Wheels 21L x 24, ride
control and operator. 18,695 lb (8 480 kg)

Configuration 2:

Cab, HVAC, 15' Extendahoe backhoe, standard
loader bucket with cutting edge, medium
counterweight, 24" HD backhoe bucket, Front
Wheels 14 x 17.5, Rear Wheels 21L x 24, ride
control and operator. 19,709 lb (8 940 kg)

HYDRAULICS

Pump:

Sauer Danfoss Variable Displacement Axial Piston Pump	
Flow Ratings	43.6 gpm @ 2,973 psi (165 L/min @ 205 bar)

Main relief pressure:

2,973 +/- 44 psi (205 +/- 3 bar)

Filtration:

7-micron, full flow replaceable cartridge on return line, condition indicator light for filter.

Oil cooler	Heavy-duty
------------	------------

Loader control valve:

Two or three spool sectional valve. The two Spool valve has single lever control for lift and tilt. The three spool valve has a pilot controlled clam valve. The lift lever has positive hold "float" position and "return to dig" feature. Valve is post compensated with flow sharing. Valve allows simultaneous operation of loader lift and loader bucket.

Backhoe flow @ 2200 RPM:

Maximum backhoe flow for 1-way hydraulics:	35.9 gpm @ 2,973 psi (136 L/min @ 205 bar)
--	---

Pilot backhoe control valve:

Six, seven, or eight spool sectional closed center control valve. Basic control valve is closed center, w/ circuits in parallel w/ a post-compensated, flow sharing feature for simultaneous operation of all circuits.

1-way flow auxiliary hydraulics:

1-way flow hydraulic valve is equipped with a variable flow feature adjustable at the valve.

Actuation:

Pilot controls – left-hand joystick/pedal.

2-way flow auxiliary hydraulics:

2-way flow hydraulic valve is equipped with a variable flow feature adjustable at the valve

Actuation:

Left-hand joystick.

Combo auxiliary hydraulics:

Incorporates both a 1-way flow control valve and a 2-way control valve, using only 2 hydraulic lines through the boom.

Actuation:

Activate the 2-way flow switch located on the rear console
Pilot controls – left-hand joystick

Standard front axle:

4WD Differential	1.7 gal (6.5 L)
------------------	-----------------

Rear axle:

Differential and planetaries	5.6 gal (21.2 L)
------------------------------	------------------

Engine oil w/ filter	8.5 qt (8.0 L)
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OTHER SPECIFICATIONS

Front tires:

14 L x 17.5, 10-ply rating
12.0 L x 16.5, 10-ply rating
12.5/80 x 18.0 10-ply rating

Rear tires:

19.5 L x 24.0, 10-ply rating
16.9 L x 28.0, 10-ply rating
21 L x 24.0, 10-ply rating

Turning radius: Curb to Curb:

4WD – disengaged*:	
Turning Right	14 ft 7 in (4.44 m)
Turning Left	15 ft 5 in (4.70 m)

NOTE: *Turning radius dimensions curb to curb w/ 12.5/80 x 18.0 front tires and 18.4 x 26.0 R4 rear tires.

SERVICE CAPACITIES

Fuel tank	34.6 gal (131 L)
-----------	------------------

DEF tank	3.5 gal (13.2 L)
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Hydraulic system:

Total	37 gal (142 L)
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Transmission – total system:

4WD Standard	22 qt (20.8 L)
--------------	----------------

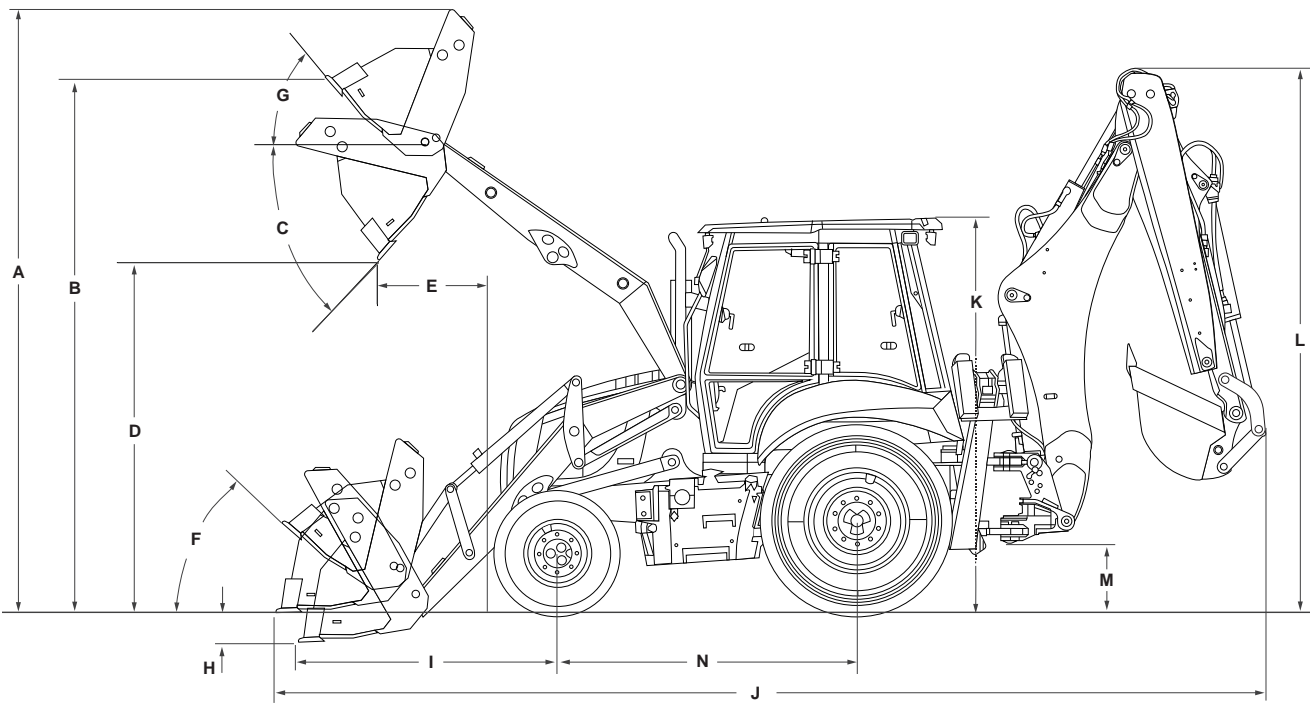
LOADER BUCKET SIZES

Type	Width	Weight	Struck	Heaped Capacity
Heavy Duty Bucket with bolt-on edge	89 in (2.30 m)	1,042 lb (473 kg)	1.05 yd ³ (0.80 m ³)	1.30 yd ³ (1.00 m ³)
4 IN 1 [®] Bucket with bolt-on edge	89 in (2.30 m)	1,721 lb* (781 kg)	1.05 yd ³ (0.80 m ³)	1.30 yd ³ (1.00 m ³)

NOTE: *Weight of 4 IN 1[®] bucket includes cylinders and hoses.

BACKHOE BUCKET SIZES

Type	Width	Weight	Heaped Capacity
Heavy Duty	12 in (305 mm)	245 lb (111 kg)	2.8 ft ³ (0.08 m ³)
	18 in (457 mm)	302 lb (137 kg)	4.2 ft ³ (0.12 m ³)
	24 in (610 mm)	348 lb (158 kg)	6.0 ft ³ (0.17 m ³)
	30 in (762 mm)	388 lb (176 kg)	8.1 ft ³ (0.23 m ³)
	36 in (914 mm)	439 lb (199 kg)	9.9 ft ³ (0.28 m ³)
High Capacity Bucket	24 in (610 mm)	388 lb (176 kg)	7.1 ft ³ (0.20 m ³)



Line drawings are for illustrative purpose only and may not be exact representation of unit.

LOADER DIMENSIONS

	Heavy Duty Bucket	4 IN 1® Bucket
A. Overall operating height – fully raised	13 ft 11 in (4.25 m)	14 ft 5 in (4.38 m)
Height to:		
B. Bucket hinge pin fully raised	11 ft 1 in (3.38 m)	11 ft 1 in (3.38 m)
C. Dump angle at full height	47°	47°
D. Dump clearance at full height, 45° dump: Bucket	10 ft 7 in (3.22 m)	8 ft 4 in (2.55 m)
E. Dump reach at full height, 45° dump – from bumper: Bucket	2 ft 9 in (829 mm)	2 ft 8 in (824 mm)
Bucket rollback:		
F. @ Groundline	42°	42°
G. @ Full height	50°	50°
H. Digging depth below grade: Bucket flat	5.0 in (120 mm)	8.6 in (219 mm)
I. Reach from front axle centerline – bucket on ground	–	6 ft 10 in (2.07 m)
Lift capacity to full height – calculated values	7,606 lb (3 450 kg)	7,044 lb (3 195 kg)
Breakout force:		
Lift cylinders	8,014 lbf (3 565 daN)	8,041 lbf (3 577 daN)
Dump cylinders	14,711 lbf (6 544 daN)	14,950 lbf (6 650 daN)
Raising time to full height	3.4 sec	3.4 sec
Bucket dumping time	2.3 sec	2.3 sec
Lowering time:		
Power down	2.8 sec	2.8 sec
Clam:		
Open time	–	1.9 sec
Close time	–	1.4 sec

NOTE: Loader dimensions taken with 4WD, 14 x 17.5 front tires and 16.9 L x 28.0 rear tires.

DIMENSIONS

	Center Pivot Backhoe with 16.9 L x 28.0 tires	Side Shift Backhoe with 16.9 L x 28.0 tires
J. Overall transport length: Heavy Duty bucket	23 ft 7 in (7.19 m)	19 ft 3 in (5.87 m)
Overall transport width	8 ft 2 in (2.48 m)	7 ft 10 in (2.39 m)
Height:		
K. To top of cab	9 ft 5 in (2.86 m)	9 ft 5 in (2.86 m)
L. Transport	13 ft 0 in (3.96 m)	12 ft 10 in (3.90 m)
M. Ground clearance at backhoe frame	13.4 in (341 mm)	11.3 in (286 mm)
Angle of departure	25°	20°
N. Wheelbase:		
16.9 x 28.0 tires	7 ft 2 in (2.18 m)	7 ft 2 in (2.18 m)

CYLINDERS

	Bore Diameter	Rod Diameter	Stroke	Closed Length
Loader:				
Lift – 2	3.54 in (90 mm)	1.97 in (50 mm)	28.62 in (727 mm)	40.94 in (1 040 mm)
Dump – 2	3.25 in (82.6 mm)	1.75 in (44.5 mm)	30.59 in (777 mm)	40.16 in (1 020 mm)
4 IN 1° clam – 2	3.00 in (76.2 mm)	1.75 in (44.5 mm)	9.08 in (230.6 mm)	19.62 in (498.3 mm)
Backhoe:				
14 ft Boom	5.12 in (130 mm)	2.56 in (65 mm)	35.71 in (907 mm)	47.52 in (1 207 mm)
14 ft Dipperstick	4.92 in (125 mm)	2.56 in (65 mm)	27.60 in (701 mm)	39.72 in (1 009 mm)
Bucket	3.54 in (90 mm)	2.56 in (65 mm)	30.00 in (762 mm)	42.24 in (1 073 mm)
14 ft Extendahoe®	2.95 in (75 mm)	1.77 in (45 mm)	41.34 in (1 050 mm)	55.12 in (1 400 mm)
Swing – 2	4.33 in (110 mm)	1.97 in (50 mm)	9.40 in (238.5 mm)	5.40 in (137.1 mm)
Stabilizer – 2	3.94 in (100 mm)	2.20 in (56 mm)	24.8 in (630 mm)	37.01 in (940 mm)

AXLE RATINGS

	Rear	Front – 4WD
Maximum static	–	46,367 lbf (20 625 daN)
Dynamic operating	16,861 lbf (7 500 daN)	18,546 lbf (8 250 daN)
Static operating	42,152 lbf (18 750 daN)	46,367 lbf (20 625 daN)
Oscillation – front axle	–	22° total – 11° side to side

BACKHOE LIFT CAPACITIES

In-Line Cylinder Standard Backhoe		In-Line Cylinder Backhoe with Extendahoe®			
		Retracted		Extended	
		14 ft Backhoe	15 ft Backhoe	14 ft Backhoe	15 ft Backhoe
Boom Lift	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Lift Capacity lb (kg)	Lift Capacity lb (kg)
+16 ft (4.87 m)	3,574 (1 624)	3,055 (1 389)	3,168 (1 440)	1,844 (838)	2,409 (1 095)
+14 ft (4.27 m)	4,023 (1 829)	3,516 (1 598)	3,729 (1 695)	2,513 (1 142)	2,607 (1 185)
+12 ft (3.66 m)	4,139 (1 881)	3,597 (1 635)	3,828 (1 740)	2,582 (1 174)	2,673 (1 215)
+10 ft (3.05 m)	4,069 (1 850)	3,539 (1 609)	3,784 (1 720)	2,594 (1 179)	2,706 (1 230)
+8 ft (2.44 m)	3,954 (1 797)	3,424 (1 556)	3,454 (1 570)	2,571 (1 169)	2,673 (1 215)
+6 ft (1.83 m)	3,816 (1 734)	3,309 (1 504)	3,245 (1 475)	2,536 (1 153)	2,563 (1 165)
+4 ft (1.22 m)	3,689 (1 677)	3,193 (1 451)	3,135 (1 425)	2,490 (1 132)	2,497 (1 135)
+2 ft (0.61 m)	3,574 (1 624)	3,078 (1 399)	3,080 (1 400)	2,455 (1 116)	2,464 (1 120)
Ground Level	3,470 (1 577)	2,986 (1 357)	3,102 (1 410)	2,409 (1 095)	2,464 (1 120)
-2 ft (0.61 m)	3,366 (1 530)	2,894 (1 315)	3,179 (1 445)	2,375 (1 079)	2,508 (1 140)
-4 ft (1.22 m)	3,297 (1 499)	2,813 (1 279)	3,113 (1 415)	2,352 (1 069)	2,530 (1 150)
-6 ft (1.83 m)	3,239 (1 472)	2,755 (1 252)	3,069 (1 395)	2,329 (1 058)	2,519 (1 145)
-8 ft (2.44 m)	3,228 (1 467)	2,732 (1 242)	3,047 (1 385)	2,329 (1 058)	2,530 (1 150)
-10 ft (3.05 m)	3,343 (1 520)	2,801 (1 273)	3,113 (1 415)	2,363 (1 074)	2,563 (1 165)
-12 ft (3.66 m)	3,574 (1 624)	3,090 (1 404)	3,586 (1 630)	2,467 (1 121)	2,662 (1 210)
-14 ft (4.27 m)	—	—	—	2,859 (1 300)	2,915 (1 325)
Dipper Lift					
+14 ft (4.27 m)	—	—	—	3,613 (1 642)	3,388 (1 540)
+12 ft (3.66 m)	5,545 (2 520)	4,948 (2 249)	4,312 (1 960)	3,935 (1 789)	3,311 (1 505)
+10 ft (3.05 m)	5,330 (2 423)	5,819 (2 645)	4,158 (1 890)	3,875 (1 762)	3,267 (1 485)
+8 ft (2.44 m)	5,437 (2 472)	5,819 (2 645)	4,202 (1 910)	3,923 (1 783)	3,300 (1 500)
+6 ft (1.83 m)	5,962 (2 710)	5,819 (2 645)	4,488 (2 040)	4,102 (1 864)	3,410 (1 550)
+4 ft (1.22 m)	—	5,819 (2 645)	5,324 (2 420)	4,495 (2 043)	3,685 (1 675)
+2 ft (0.61 m)	—	—	—	5,390 (2 450)	4,191 (1 905)

NOTE: Boom and Dipper Lift Capacities are rated per SAE J31 and are 87% of the maximum hydraulic lift force available with the specified options.

BACKHOE OPERATIONAL DATA

	In-Line Cylinder 14 ft Standard Backhoe	In-Line Cylinder 15 ft Backhoe with Extendahoe®	
		Retracted	Extended
Digging depth:			
Maximum	14 ft 5 in (4.40 m)	15 ft 1 in (4.60 m)	18 ft 6 in (5.63 m)
2 ft (610 mm) flat bottom	14 ft 3 in (4.34 m)	14 ft 11 in (4.55 m)	18 ft 4 in (5.58 m)
8 ft (2.44 m) flat bottom	13 ft 1 in (3.99 m)	13 ft 9 in (4.19 m)	17 ft 5 in (5.30 m)
Overall reach from swing pivot	18 ft 7 in (5.66 m)	19 ft 5 in (5.91 m)	23 ft 0 in (7.00 m)
Loading height	11 ft 9 in (3.57 m)	12 ft 1 in (3.68 m)	14 ft 2 in (4.32 m)
Loading reach	6 ft 9 in (2.05 m)	7 ft 0 in (2.13 m)	9 ft 9 in (2.98 m)
Swing arc	180°	180°	180°
Bucket rotation – speed hole	204°	204°	204°
Stabilizer spread – in up position	7 ft 6 in (2.30 m)	7 ft 6 in (2.30 m)	7 ft 6 in (2.30 m)
Digging force:			
Bucket cylinder – SAE rated 3,050 psi	12,933 lb (5 755 daN)	12,933 lb (5 755 daN)	12,933 lb (5 755 daN)
Dipper cylinder – SAE rated 3,050 psi	8,588 lb (3 822 daN)	8,100 lb (3 605 daN)	5,782 lb (2 573 daN)

NOTE: Lift capacities apply straight to the rear of prime mover. 4WD with 14 x 17.5 front tires, 16.9 x 28 rear tires, and equipped with 24 in (610 mm) heavy-duty bucket except as noted.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT F5 diesel
Selective Catalytic Reduction – SCR
Full flow engine oil filter
Aspirated air cleaner – replaceable dual element dry type with radial seal
Fuel filter with water trap
Radiator with de-aeration bottle
Antifreeze to -34° F (-37° C)
Electronic throttles – foot and rotary hand
Self-adjusting belt
High Pressure Common Rail computer controlled injection with diagnostic features
ECO Power Mode
Auto Engine Idle
Auto Engine Shutdown
Auto Protection Shutdown
Electronic Fuel Priming
Glow Plugs

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Speed selectable Auto Ride Control
ROPS/FOPS certified protective canopy

DRIVETRAIN

H-Type Powershift transmission, 4F-3R, hydraulic clutch shifting, kick down, transmission disconnect and FNR switch in loader control lever, includes auto shift mode

LOADER

Auxiliary hydraulics for loader-mounted equipment with thumb-operated proportional control
Hydraulic front quick coupler
Tool portfolio of additional attachments
Buckets – see page 2

DRIVETRAIN

Power Shuttle 4F-4R synchromesh transmission
Front axle:
4WD mechanically driven front axle with 14.0 L x 17.5 tires
Rear axle:
4WD heavy-duty outboard planetary drive, with 16.9 L x 28.0 tires
Torque converter – 11.8 in (300 mm)
On-the-go electric 4WD control
Electric F/R shuttle control
Electric differential lock control, push-button
Park brake, spring-applied, hydraulic release – SAHR

HYDRAULICS

Load Sensing Closed Center with Variable Volume Pump
Heavy-duty hydraulic oil cooler
7-micron, spin on oil filter

LOADER

Tool carrier loader arms with self leveling in both directions and return to dig; Single lever 4-function loader control: lift, dump, clutch cut-out, differential lock

BACKHOE

In-line cylinder curved boom backhoe design
Cleated dirt stabilizer pads (center pivot)
Mechanical Transport Lock

OTHER

Forward tilt engine hood
Front/Rear tie downs
Reflective logos
Signal Lights – cab and canopy:
2 rear tail/stop
2 front flashers/turn
2 rear flashers/turn
Working/Driving Lights – cab and canopy:
Adjustable halogen work lights – 55 W:
4 front
4 rear
Master disconnect switch and remote jump-start terminals
Hydrostatic steering
Backup alarm
Vertical spin-on engine oil, fuel and hydraulic filters
Tool Box

WARRANTY

1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty
2-Year/2,000-Hour Extended Engine Warranty

BACKHOE

Backhoe design styles:
Side Shift
Center Pivot
Overlapping Cylinder Boom with Extendahoe®
1-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar
1-way flow attachments
1-way/2-way Auxiliary backhoe hydraulics for hammers, plate compactors or similar
1-way flow attachments or switch to 2-way flow for augers or similar 2-way flow attachments
Backhoe Booms:
14 ft Standard Boom
14 ft Extendahoe®
15 ft Extendahoe®
Pilot operated control system:
Thumb-operated proportional Electro-Hydraulic Extendahoe® control
Thumb-operated horn button
Thumb-operated auxiliary hydraulic control
Infinitely adjustable towers
In-cab switchable “excavator to backhoe” control pattern change

Dirt stabilizer pads (side shift)
Universal Footstreet stabilizer pads (side shift)
Flip over stabilizer pads (center pivot)
Bucket quick coupler
Buckets – see page 2

OTHER

LED Working/Driving Light Package:
4 front
4 rear
Dual 12 volt batteries
Cold Weather Lubricants

TELEMATICS

CASE SiteWatch™ Telematics

SERVICE PARTS

3 inch seat belt
N Series compatible backhoe coupler for in-line cylinder backhoe

CaseCE.com

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Form No. CCE202306580SV
Replaces Form No. CCE202303580SV

580SV

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CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, Public Works Director

MEETING DATE: September 5, 2023

SUBJECT: Reclassification of Senior Civil Engineer Position to Principal Engineer

RECOMMENDATION

1) Amend the FY23-24 Authorized Full-Time Positions to add the Principal Engineer and set the salary schedule at 61 and make the necessary budget adjustments; 2) Amend the Memorandum of Understanding – LCEA Admin Unit to add the Principal Engineer – Capital Projects and Parking Enforcement Supervisor to the list of positions; and 3) Approve the Principal Engineer job classification.

BACKGROUND

The City Council has adopted overarching goals associated with capital improvement projects within the City which include:

- *Continue to improve streets and water lines*
- *Continue to improve water quality*

Staffing shortages have severely impacted our ability to complete capital improvement projects within expected time frames.

Several factors have impacted the need for changes in staffing in Public Works. With the recent departure of the Senior Civil Engineer, staff has taken an opportunity to review the department's needs and how that fits into the overall city organization. While the need to fill this position is immediate, we will be presenting a larger multi-phase reorganization in the near future intended to further other Council goals and objectives.

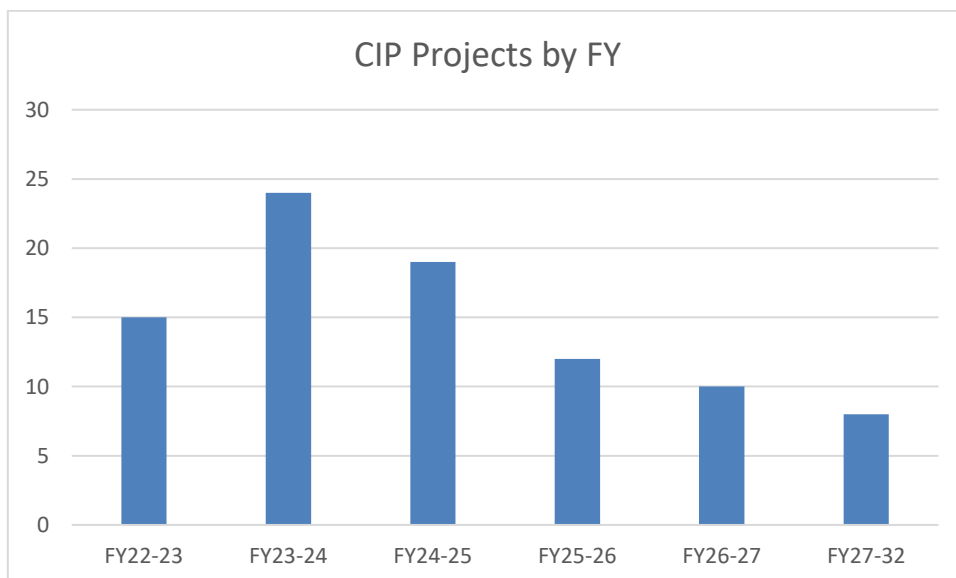
Responsibilities in the Public Works realm have increased due to the following circumstances:

- Increased number of Capital Improvement Projects (CIPs). Over the past several decades maintenance projects (water pipeline replacements, street repaving, building refurbishment, etc.) have not kept pace with needs, which have resulted in an increase in the number of CIP projects. In the last five years, the number of active projects has increased from 2-3 to now 15-20.

- Increased number of encroachment permit requests and development review for work in the right of way or utility connections.
- Environmental compliance legislation has increased activity and reporting requirements.
 - Much more detailed water drought and conservation reporting on quarterly basis
 - New water supply reporting on monthly basis
 - Water system pressure reporting
 - 2018 water conservation legislation requiring a Water Budget for purveyors
 - Measure W Stormwater reporting – 2 times per year
 - MS4 Reporting – one additional report at mid-year
 - Starting up the CWPFF Water Facility with additional monitoring, tracking, reporting, and contracts for services
 - Emissions reporting for generators
 - Modified Waste Discharge Requirements related to the Sewer System Management Plan requiring program changes in spill response and Plan/Audit cycles
 - Requirements for fleet fuel-type composition
 - Backflow/Cross connection program changes requiring more rigorous policy, training, reporting, field activities

For the City to meet the goals and objectives of the City Council, the following approach is proposed:

1. Replace the vacant Senior Civil Engineer position with a Principal Engineer who will exercise divisional management over the engineering functions with a focus on completing Capital Improvement Projects.
2. Utilize contract engineering to meet the fluctuating needs of CIP projects. If the level of CIP projects remains high, the City can re-evaluate if additional permanent staffing may be necessary. The projection of CIP projects based upon the CIP Master Plan peaks in FY23-24 and contract engineering may be needed through FY25-26 to execute the planned projects.



Over the past eight months, the Public Works Director has been directly supervising staff in the engineering team in addition to the Public Works Superintendent, Water Operations Manager, Analysts, and contractors. This level of oversight does not allow strategic management of the department nor thorough and timely review of work.

The Principal Engineer will have direct responsibility for most of the functions within the Engineering division with a focus on delivering capital projects. These responsibilities include:

- Capital Improvement Program oversight (with direct project management)
- Direct supervision of Associate Engineer, Engineering Technician, Intern, consultants and contractors
- Development Review Oversight (Contractor, internal review coordination, approval)
- Encroachment Permitting Oversight and approval
- Utility coordination
- Engineering Master planning (PMP, Water, Sewer, UWMP, CIP Master Plan)
- ADA – Database update, compliance, strategy
- Policy development
- Landscape Maintenance District reporting
- Project funding reporting and grant applications

Parking Enforcement Supervisor

On June 6, 2023, the City Council approved the position of Parking Enforcement Supervisor and related job classification. At that time, staff was actively engaged in the meet and confer process with the Lomita City Employees Association to determine the appropriate unit placement for the position. This action would place the Parking Enforcement Supervisor in the Lomita City Employees Association - Administrative Unit.

OPTIONS

1. Approve staff's recommendation.
2. Amend staff's recommendation.
3. Provide further direction to staff.

FISCAL IMPACT

It is recommended that the salary for this position be benchmarked at 15% above the current salary for the Senior Civil Engineer position. This would place the position at Salary Schedule 61 - \$10,674 - \$12,974 monthly.

ATTACHMENTS

1. Principal Engineer Job Classification
2. FY 23-24 Authorized Positions List
3. Memorandum of Understanding - LCEA

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



PRINCIPAL ENGINEER – Capital Projects

DEFINITION

Under general direction, manage, supervise, direct, and coordinate the Engineering Division of the Public Works Department, to perform highly complex and professional engineering administration duties in water, sewer, street, storm drain, buildings, and parks improvement projects; to plan, direct, and supervise a variety of engineering projects and programs; and to conceptualize, develop, design, and implement all phases of difficult design and engineering research projects. Coordinate assigned activities with other City departments and outside agencies.

SUPERVISION RECEIVED AND EXERCISED

Exercises direct supervision over professional, technical, and clerical staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating the operations and work of staff in the Engineering Division and consultants. Incumbents are responsible for performing diverse, specialized, and complex engineering work involving significant accountability and decision-making responsibilities, which include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so qualified employees can perform the essential functions of the job.

- Carries out supervisory responsibilities of professional, paraprofessional, and technical staff members in accordance with policies, procedures and applicable laws, including: interviewing, training staff in job skills; assigning and directing work; assisting staff in resolving problems; developing schedules and assigning work, issuing work orders; establishing deadlines; appraising performance; rewarding and disciplining employees; coordinating, developing and approving staff training; and addressing complaints and resolving problems and completing/approving time sheets.
- Carries out the implementation of Engineering Division goals, objectives, strategies, projects or programs to ensure efficient organization and completion of work.
- Serves as project manager/project engineer on large scale highly complex capital improvement and public works projects including; overseeing, preparing and approving plans, contract documents, specifications and designs; reviewing public works construction and capital improvement bids; defining job scope; preparing cost estimates and projections; developing schedules, procedures and time lines; preparing right of way plans, acquisition and environmental documents and reports;



review and approves purchases; conferring with other professional and technical staff; coordinating work with other City departments, outside agencies, contractors and consultants.

- Develop and maintain effective working relationships with contractors, vendors, outside agencies, the public and City staff; represent the City at outside functions.
- Develop and monitor contracts to ensure compliance with technical and legal requirements; prepare bid documents; review proposals; participate in the selection of consultants and contractors; prepare, review and approve contract documents, reports, plans and specifications; estimate construction costs and time requirements; provide engineering services and consultation to a variety of internal customers; oversee the construction inspection of various types of maintenance and construction projects; ensure conformance to plans, specifications, and related construction and safety standards; review and approve progress payments and change orders; and review contract close out.
- Attend meetings and make presentations to City Council, committees and commissions.
- Oversees and/or prepares complex, routine and non-routine reports as requested utilizing a variety of software; summarizes material for the preparation of reports; prepares resolutions, staff reports and makes presentations.
- May represent the City and/or serves as a liaison and/or member of various committees/teams with other government agencies, private agencies, and professional organizations; and collaborates, persuades, presents reports to and negotiates with others outside own work area to coordinate efforts and maintain cooperative and efficient relations and to comply with federal, state and local laws.
- Composes correspondence and reports in accordance with standard policies; explains policies and procedures; processes routine and non-routine matters independently. Respond to and resolves difficult and sensitive engineering inquiries and complains.
- Perform advanced engineering work, contract administration, highly specialized design, research, analysis and economic evaluations; prepare and submit a variety of documents and reports including agenda and project reports; prepare complex grant applications for project funding from various governmental agencies; maintain administrative and engineering records.
- Participate in the development of Master Plans for the City's infrastructure.
- Select, train, motivate, supervise, and evaluate assigned engineering personnel; provide or coordinate staff training and professional development programs; and implement discipline procedures.
- Review plans prepared by developers, consultants, and utility companies.

QUALIFICATIONS

Knowledge of:

- Principles and practices of civil engineering as applied to public works, utilities or building construction projects.
- Applicable state, federal and local ordinances, codes, laws, rules and regulations and legislative issues.
- Supervision of staff and activities.
- Administrative principles and practices, including goal setting and implementation.



- External governmental bodies and agencies related to area of assignment.
- Methods, materials and techniques used in the construction of public works and utility projects.
- Capital Project management and administration, including public contract codes.
- City engineering policies and procedures.
- Federal funding regulations.
- State and regional funding programs
- Complex engineering calculations and computations.
- Record keeping, report preparation, filing methods and records management techniques.
- Various standards associated with civil engineering.
- Budget development processes and procedures.
- Project management techniques, including contract management.
- Principles, practices, and techniques of effective customer service and collaborative problem solving.
- Methods and techniques of research, statistical analysis and report presentation.

Ability to:

- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Perform difficult research, analyze complex engineering problems, evaluate alternatives and recommend effective action.
- Coordinate and manage assigned projects.
- Conduct studies, review and evaluate data, and form accurate conclusions and projections.
- Prepare and/or direct the preparation of complex plans, specifications and legal contracts.
- Supervise, train, and evaluate subordinate personnel.
- Understand and follow verbal and written instructions.
- Interpret and apply Federal, State and local laws, codes and regulations.
- Interpret and explain City and Department policies and programs.
- Plan, organize, supervise, train and evaluate professional and technical engineering staff.
- Negotiate and administer contracts.
- Prepare clear, concise and accurate reports.
- Make effective and persuasive presentations on controversial or complex topics to top management, public groups, and/or boards of directors, and city councils.
- Establish, maintain and foster positive, harmonious and cooperative working relationships with those contacted in the course of work.
- Use computerized engineering programs, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:



Equivalent to a bachelor's degree from an accredited college or university with major coursework in civil engineering or a related field.

Experience:

- Five (5) to seven (7) years of increasingly responsible professional civil engineering experience, including two (2) years in a supervisory capacity.

Licenses and Certifications:

- Possession of a valid California Driver's License, to be maintained throughout employment.
- Possession of a valid registration as a Professional Engineer (PE) issued by the State of California, to be maintained throughout employment.
- PMP certification is desirable

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend to climb and descend ladders; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 40 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

CITY OF LOMITA - FISCAL YEAR 2022-2024
SECTION IV - AUTHORIZED FULL TIME POSITIONS AND SALARY SCHEDULES

Department	Position Title	Salary Schedule	F/T
City Manager's Dept.	City Councilmembers	N/A	N/A
	City Manager	N/A	1
	Assistant City Manager	74	1
	City Clerk	52	1
	Recreation & Facilities Manager	53	1
	Recreation Manager	50	1
	Senior Management Analyst	45	1
	Senior Human Resources Analyst	46	1
	Recreation Supervisor	39	1
	Deputy City Clerk	37	1
	Parking Enforcement Supervisor	34	1
	Administrative Analyst	33	1
	Management Assistant	28	0.5
	Administrative Assistant (City Clerk's)	24	1
	Maintenance Worker II	24	1
	Administrative Assistant (Recreation)	24	1
	Maintenance Worker I	20	1
	Total Department		15.5
Administrative Services	Administrative Services Director	69	1
	Senior Accountant	48	1
	Accountant (Payroll)	42	1
	Accounting Technician	27	1
	Accounting Assistant	24	2
		Total Department	
Community Development	Community & Economic Dev. Director	68	1
	Associate Planner	44	1
	Assistant Planner	36	1
	Code Enforcement Officer II	35	1
	Management Assistant	28	0.5
		Total Department	
Public Works	Public Works Director	70	1
	Principal Engineer	61	1
	Chief Water Operator Manager	52	1
	PW Superintendent - Streets/Trees/Park	52	1
	Associate Engineer	49	1
	Management Analyst	39	1
	Engineering Technician	33	1
	PW Lead Worker Streets & Trees	36	1
	PW Lead Worker Park Maintenance	36	1
	Water Treatment Plant Operator	35	2
	Water Service Technician II	27	4
	Maintenance Worker II	24	4
	Administrative Analyst	33	1
	Water Service Technician I	23	1
	Maintenance Worker I	20	4
	Total Department		25
	Total City		51

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LOMITA AND THE ADMINISTRATIVE SERVICES UNIT OF
THE LOMITA CITY EMPLOYEES ASSOCIATION**

ARTICLE I. GENERAL PROVISIONS

PREAMBLE

Section 1.1. This Memorandum of Understanding (MOU) is entered into between the City of Lomita (City) and the Administrative Services Unit of the Lomita City Employees Association (Association), pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et.seq.).

APPLICABLE POSITIONS

Section 1.2. The City reaffirms its recognition of the Association as the exclusive representative of all full time City employees within the following classifications:

Accounting Assistant
Accounting Technician
Administrative Analyst
Administrative Assistant
Assistant Engineer
Assistant Planner
Assistant Recreation Supervisor
Associate Engineer
Associate Planner
Code Enforcement Officer II
Engineering Technician
Finance Supervisor
Management Assistant
Office Assistant
Parking Enforcement Supervisor
Payroll Specialist
Planning Technician
Principal Engineer
Recreation Supervisor
Senior Civil Engineer

TERM OF AGREEMENT

Section 1.3. Except as otherwise indicated, this Agreement is to be in effect commencing July 1, 2022 through June 30, 2025.

CONTINUATION OF PRIOR PROVISIONS

9098447.1 LO055-008

Section 1.4.

The parties agree that the terms and provisions of any prior MOU Agreements between the parties shall remain in full force and effect unless such provisions conflict with the terms of this Agreement. All applicable MOU Agreements shall be compiled and displayed in the City Employee Handbook under the heading MOU Agreements. All applicable attachments and exhibits to the MOU Agreements shall be included in this Section of the Handbook. All provisions and terms set forth in the City of Lomita Employee Handbook shall also remain in full force and effect as to all terms and conditions of employment unless the Handbook conflicts with this Agreement, or any prior MOU Agreements between the parties.

ARTICLE 2. COMPENSATION AND HOURS

COST OF LIVING ADJUSTMENT (COLA)

Section 2.1. Effective the first full pay period after July 1, 2022, full-time represented employees as listed in Article I shall be entitled to a 3.5% base salary increase.

Section 2.2a. Effective the first full pay period after July 1, 2023, full-time represented employees as listed in Article I shall be entitled to a 2% base salary increase.

Section 2.2b. Effective the first full pay period after July 1, 2024, full-time represented employees as listed in Article I shall be entitled to a 2% base salary increase.

SALARY RANGES AND CLASS TITLES

Section 2.2. The attached exhibits (1-4) are assigned to classes covered by this MOU effective the first full pay period after July 1, 2022 through June 30, 2025. Effective the first full pay period after July 1, 2022, the new salary schedule (Exhibit 1) would be implemented for purposes of placing positions within the new salary schedule (eligible employees – non y-rated would be placed in the next highest step at a minimum 1% above current step). Exhibit 2 would be implemented for purposes of the 3.5% COLA effective the first full pay period after July 1, 2022. Exhibits 3 and 4 would be effective the first full pay period after July 1, 2023 and July 1, 2024.

Salary Schedule	Title
24	Accounting Assistant
27	Accounting Technician
33	Administrative Analyst
24	Administrative Assistant
41	Assistant Engineer
36	Assistant Planner
31	Assistant Recreation Supervisor
49	Associate Engineer
44	Associate Planner
35	Code Enforcement Officer II
33	Engineering Technician
31	Finance Supervisor
28	Management Assistant
20	Office Assistant
34	Parking Enforcement Supervisor
31	Payroll Specialist
32	Planning Technician
61	Principal Engineer
39	Recreation Supervisor
55	Senior Civil Engineer

FULL-TIME SALARY ADMINISTRATION POLICIES

Section 2.3. The following salary policies shall govern the administration of the salary schedule for full-time classifications:

- a) The first step is the minimum rate, and is normally the hiring rate for the class. An employee may be assigned, upon appointment, to other than the normal entering salary step upon the recommendation of the department director, and with approval of the City Manager when it is decided that such action is in the best interest of the City.

- b) Employees are normally eligible for a salary adjustment after the completion of a minimum of six (6) months of service from the date of appointment. The adjustment shall be made only if recommended by the department director, and, if approved by the City Manager. For employees hired at any step other than the first step, such employees must complete a minimum of twelve (12) months of service from the date of appointment before being eligible for a salary adjustment.
- c) The remaining steps are incentive adjustments, based on the performance evaluation, to encourage an employee to improve his/her work, and to recognize seniority and increased skill on the job. Employees are eligible for these adjustments after the completion of twelve (12) months of service at the preceding step, if the year of service is evaluated as being satisfactory or above. The mere completion of twelve (12) months of service at a particular step does not entitle an employee to an incentive adjustment.
- d) The comprehensive wage and salary plan is based on full-time employment.
- e) As provided for in Government Code Section 3507.5 (the Meyers-Milias-Brown Act), the City has designated the following positions as confidential: Senior Accountant; Deputy City Clerk/Executive Assistant; Management Analyst; Human Resources Analyst; and any other employees who have access to confidential employee relations information. The City Manager may make further designations of confidential positions by preparing a memorandum stating the same. A copy of this memorandum shall be sent to the City Council and to those employees impacted by such designation.

GENERAL SALARY SCHEDULE

Section 2.4. The general salary schedule shall consist of five steps within each grade and be applicable to positions and classification within the City. Said salary schedule shall be adopted on an annual basis by Resolution of the City Council.

COMPENSATION FOR OVERTIME

Section 2.5. Subject to approval of the City Manager and to the following provisions, a department director may prescribe reasonable periods of overtime work to meet the operational needs of the department.

Except as otherwise provided herein, overtime shall be paid at one and one-half times the hourly equivalent of the employee's monthly salary rate, based on the number of overtime hours actually worked. For hourly employees called out on an emergency, the minimum call time shall be two (2) hours. Exempt personnel shall not be entitled to overtime.

Full-Time and Part-Time Employees: Overtime is defined as work required by an authorized supervisor on a form approved by the City Manager in excess of forty (40) hours in a workweek or in excess of nine (9) hours in a day (or hours in assigned shift). In the event a bona fide emergency arises that dictates the need for immediate overtime and the employee's supervisor is not available for authorization, the employee shall seek approval from a management employee prior to working the overtime and on the next working day shall prepare an overtime authorization form to the responsible supervisor outlining the same.

Time off taken for purposes of vacation and sick leave shall not serve as time worked when computing the forty (40) hours in a work week or the nine (9) hours in a work day (or hours in an assigned shift).

Double Time: Double time pay shall be provided for time worked in excess of twelve (12) hours in a day.

Exempt Personnel: Exempt Personnel are all administrative and professional managerial employees.

Court Time: Employees who are required to appear in court during their off-duty hours in connection with City business shall receive overtime compensation at one and one-half times the number of hours they spend in court.

CALL BACK TIME REGULAR AND HOLIDAY HOURS

Section 2.6

Introduction – Those who are required to work by advance assignment on the day a holiday is observed which provides that they receive, in addition to compensation for actual hours worked, one day of floating holiday. This provision of the M.O.U. applies to employees who are called back to work on a regular workday and on holidays or designated to be on stand-by on such days.

Call Back Time.

- 1) Call back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. Call back does not occur when an employee is held over from his/ her shift or is working prior to his/ her regularly scheduled shift. An employee called back to duty shall be credited with a minimum of two (2) hours of overtime commencing at the time of the page or contact. Any call back lasting two (2) hours or less shall result in a credit for two (2) hours overtime. A subsequent call

received during a call back shall not result in an additional two (2) hours minimum call back pay, but shall be paid overtime for actual time worked.

- 2) An employee called back to work on the day a holiday is observed by the City, in addition to the compensation provided for in the above section (1) shall receive ½ day of floating holiday if the actual time worked is four (4) hours or less, and one (1) day of floating holiday if actual time worked is in excess of four (4) hours. The floating holiday must be used within a fiscal year of the date it is earned.
- 3) Employees who receive telephone calls or visits, including the time to make related return telephone calls, after having left work at the end of their normal scheduled work hours and/ or weekends or holidays are not entitled to any “call back” pay, but are entitled to pay for the time spent providing service on behalf of the City. Such employees shall be compensated for all time actually worked in increments of one quarter (1/4) hour while being called, paged, visited, and/ or required to make related return telephone calls. Employees who are required by the nature of the call, and with approval of their supervisor, to return to work shall be entitled to receive call back pay in accordance with the provisions of paragraph (1) above. If required to return to work, the time spent pursuant to this paragraph (3) shall count as part of the call back time under paragraph (1), but shall not be subject to compensation under this paragraph (3).

BILINGUAL PAY

Section 2.7. Bilingual Pay – On recommendation of the Department Head and the Personnel Officer, the City may approve payments of an additional \$20 (twenty dollars) per pay period to a bilingual employee whose abilities have been determined by the Personnel Officer or designee as qualifying to fill positions requiring bilingual speaking and/ or writing ability. Bilingual skill payments will be made when:

- (1) Public contact requires continual (repetitive) eliciting and explaining information in a language other than English; or
- (2) Where translation of written materials in another language is a continuous assignment; or
- (3) The position is in a work location where there is a demonstrated need for language translation in providing services to the public.

The City shall review positions covered by this Agreement not less than annually to determine the number and location of positions to be designated as requiring bilingual abilities. The pay provided herein for bilingual abilities may be removed when the criteria cease to be met as determined by the Department Head.

PAY FOR SERVING IN HIGHER JOB CLASSIFICATION

Section 2.8. A competitive service employee, and member of the Administrative Services Unit or Field Services Unit who is required, on the basis of acting appointment or other reason, to serve in a class with a higher salary range to that of the class in which he/she is normally assigned, shall receive the minimum salary rate of the higher salary range or a five percent (5%) of current salary increase, whichever is greater, provided the employee shall perform all duties and assume all the responsibilities of the higher class, and only after the employee has served for more than five (5) consecutive working days in the higher classification. Compensation under this Section shall not be permitted for any position which is subject to City Council appointment unless specifically authorized by the City Council.

SHIFT DIFFERENTIAL PAY

Section 2.9. Employees whose regular work schedule includes at least half (50%) of their shift hours worked between 5:00 p.m. and midnight shall be entitled to shift differential pay at the rate of 5% of their straight time hourly rate.

COMPENSATION STUDY

Section 2.10. City shall prepare an updated compensation study no earlier than September 1, 2024 and conclude no later than February 1, 2025 and share the results with the LCEA.

ARTICLE 3. WORKING HOURS

WORKING HOURS

Section 3.1. Working hours will be determined on the basis of operational efficiency and employee preference. Supervisors will establish working schedules subject to approval of department directors and the City Manager.

PAY PERIODS AND PAYDAYS

Section 3.2. All officers and employees of the City of Lomita shall be paid once every two weeks. Compensation shall be made available on an every-other Friday basis. In the event that a payday falls on a holiday, all warrants or checks in payment of compensation shall be made available on the day preceding the holiday.

COMPUTATION OF ADVANCEMENT DATES

Section 3.3 Advancement dates shall be computed from the first day of appointment or from the effective date of any subsequent actions.

FLEXIBLE WORK SCHEDULES

Section 3.4. The City's normal hours of operation are from 7:30 a.m. to 5:30 p.m. Monday through Thursday, and 8:00 a.m. to 5:00 p.m. alternating Fridays except on days designated as City holidays. Upon an employee's request, the City Manager or designee may approve work schedules that vary from the established working schedule as long as business operations are not adversely impacted and continue as required by municipal law.

Section 3.5. Purpose. Flex time may be implemented as work management alternatives when it benefits the City by improving employee recruitment and retention or otherwise suits the City's business needs, and subject to approval of the City Manager or designee as outlined below.

Section 3.6. Flex Time Schedule Request and Approval. When the City Manager or designee determines that the position's work can be effectively carried out and accounted for under such conditions, the City Manager or designee may approve an employee's request for;

- a. A flex time work schedule; or
- b. A compressed workweek schedule that may include a 4/10 workweek, or a 9/80 workweek.

Terms and conditions of individual alternative work schedules shall be set forth in written agreements signed by each participating employee and authorized prior to implementation by the City Manager or designee.

Section 3.7. Discontinuation of Flex Schedules. At the sole discretion of the City, the City Manager or designee may terminate flex schedules when the schedule ceases to meet the business needs of the City and/or the Department. The City Manager or designee shall provide affected employee with a minimum of two week notice prior to the discontinuation of the flex schedule.

The City Manager's or designee's decision regarding the revocation of an alternative work schedule is final and not subject to appeal.

ARTICLE 4. BENEFITS

INSURANCE CONTRIBUTION (CAFETERIA PLAN)

Section 4.1. The City will contribute based on a sliding scale per Section 4.2 a specific dollar amount each month to each full-time employee to be used toward the purchase of the following benefits for the employee and the employee's dependents:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Long Term Care Insurance

Each employee is required to purchase a health insurance plan unless the employee provides evidence of other health insurance coverage.

Commencing July 1, 2005, half (50%) of the total contribution amount as provided by the City for insurance benefits, not used by the employee for such benefits may be contributed to the employee's ICMA deferred compensation account upon written option by the employee to the Personnel Officer.

CAFETERIA PLAN SUMMARY

Section 4.2. Effective the first full pay period after July 1, 2022, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,305 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,265 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,243 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,220 per month.

Section 4.3. Effective the first full pay period after July 1, 2023, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,405 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,365 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,343 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,320 per month.

Section 4.4. Effective the first full pay period after July 1, 2024, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,505 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,465 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,443 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,420 per month.

RETIREMENT AND PRE-TAX OF EMPLOYEE CONTRIBUTIONS

Section 4.4a. Employee Retirement Contributions.

Effective the first full pay period after July 1, 2017, all full-time represented employees in the Tier 1 group (2.5%@55 retirement formula) hired prior to February 19, 2012 shall pay a total of 8% of the employee's PERS contribution.

Full-time employees in the Tier 2 (2%@60) and Tier 3 (PEPRA – 2%@62) retirement groups pay their full employee contribution, currently 7% for Tier 2 and 50% of the normal cost of retirement for Tier 3. Employee paid member contributions shall continue to be collected on a pre-tax basis.

RETIREMENT COST SHARING

Section 4.4b. Effective the first full pay period after July 1, 2020, the parties agree pursuant to Government Code section 20516(a),(f), that each Tier 1 employee shall share the cost of the employer CalPERS contributions at the rate of 0.5% which shall be made through payroll deductions. The 0.5% cost sharing shall be in addition to the retirement contribution in Section 4.4a. No cost sharing for Tier 2 and 3 employees.

Effective the first full pay period after July 1, 2021, the parties agree pursuant to Government Code section 20516(a),(f), that each Tier 1 employee shall share the cost of the employer CalPERS contributions at the rate of an additional 0.5% (for a total of 1%) which shall be made through payroll deductions. The 1% cost sharing shall be in addition to the retirement contribution in Section 4.4a. No cost sharing for Tier 2 and 3 employees.

This cost sharing agreement shall be made pursuant to Government Code section 20516(f) which provides that nothing shall preclude a contracting agency and its employees from independently agreeing in a memorandum of understanding to share the costs of any benefit. Thus, this cost sharing MOU provision shall not be part of the contract between the CalPERS system and the City and shall therefore be effective with the first payroll period commencing on or after adoption by the City Council of the 2018-2022 MOU. There shall be no automatic sunset date to any of these cost sharing provisions.

RETIREMENT FORMULA SUMMARY

Section 4.5. The following table lists the City’s 3 retirement tiers and corresponding retirement formula.

Tier	Formula
Tier 1 (those employees hired prior to February 19, 2012)	2.5%@55
Tier 2 (classic members* as defined by PERS and employees hired between February 19, 2012 to December 31, 2012)	2%@60
Tier 3 (PEPRA – those employees hired on or after January 1, 2013)	2%@62

*A classic member is an employee who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer without a break in service of greater than six months.

Applicable to Tier 1

Final Average Compensation Period – 1 Year

Applicable to Tiers 2 and 3

Final Average Compensation Period – 3 Years

Applicable to All Tiers

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this

benefit.

RETIREE HEALTH

Section 4.6. Full-time employees hired prior to March 11, 2015 who retire from the City of Lomita shall be eligible for employee-only health coverage. City shall pay employee-only monthly premiums for the employee's preferred plan (based on employee's place of residence and region, e.g., Los Angeles, etc.) from the contracting agencies annual list provided by CalPERS. Upon turning age 65, the City shall pay the Supplement/Managed Medicare Monthly Rate contribution employee-only monthly premiums for the employee's preferred plan from the contracting agencies annual list provided by CalPERS.

For employees (who retire from Lomita) hired prior to April 1, 1986, the City will pay employee-only monthly health care premiums. Employees in this category who are not otherwise qualified and do not pay into Medicare will not have their employee-only monthly health-care premiums reduced to the Supplement/Managed Medicare Monthly Supplement Rate upon turning age 65.

Employees hired on or after March 11, 2015 who retire from the City of Lomita shall be eligible for the Public Employees Medical and Hospital Care Act (PEMHCA) minimum that may be applied towards retiree employee only health insurance cost.

DISABILITY INSURANCE

Section 4.7. For competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, the City shall provide and pay for short-term and long-term disability insurance.

WORKERS' COMPENSATION

Section 4.8. In the event that a regular employee incurs a job-related accident or injury while in the conduct of official City business, the employee may integrate his/her Workers' Compensation payments with the use of sick leave and/or vacation leave. During any pay period, the sum of the workers' compensation payments, sick leave, and vacation leave cannot be greater than the employee's salary.

DEFERRED COMPENSATION AND MISSION SQUARE RETIREMENT (FORMERLY ICMA) DEFERRED COMPENSATION LOAN PROGRAM

Section 4.9. All City employees are eligible for the Deferred Compensation Program. All contributions will be made by the employees, except as provided in Section 4.1.

Section 4.10a. Employees have the option to participate in the Mission Square Retirement employee loan program relative to the City's deferred compensation

program. Employees wishing to participate in the program may apply directly to Mission Square Retirement and will be subject to their requirements. Under current guidelines, employees may not borrow greater than ½ of their fund balance and would be required to pay any loan balance upon separation from the City.

FLEXIBLE SPENDING ACCOUNT

Section 4.11. The City will provide employees a voluntary “Flexible Spending Account”. The Flexible Spending Account is offered pursuant to provision of Section 125 of the Internal Revenue Code. This account has been established to permit employees to pay for certain authorized expenses such as health insurance premium co-pays, health insurance deductible, and child care services from pre-tax dollars. (a) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. (b) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the City’s Plan Document. (c) Any unused amounts remaining in an employee’s account at the end of the Plan Year must be forfeited except that the City may permit an employee to carry over unused amounts to be used in the following Plan Year in accordance with the City’s Medical Expense Reimbursement Plan Document and the IRC regulations.

WELLNESS STIPEND

Section 4.12. Employees will be provided an annual stipend of \$150 towards wellness related programs. These include a health club membership, smoking cessation, weight loss, fitness trackers, etc. The City Manager and/or his designee shall make determinations for items not listed.

TRAINING OF EMPLOYEES

Section 4.13.

Purpose of Training Program and Policy. It is the Policy of the City of Lomita to develop maximum efficiency in the performance of official duties by City employees by providing for the training of employees in the performance of their official duties, and by assisting them in fulfillment of their duties and responsibilities as well-informed citizens of the community.

The Personnel Officer shall monitor training programs, provide support and assistance to department directors in the administration of internal training programs, and submit recommendations to the City Manager. The development of a continuous program of post-entry training as a part of the normal operation of City administration shall be encouraged. All other things being equal, priority consideration shall be given to training opportunities sponsored by and conducted within the City.

TUITION REIMBURSEMENT.

Section 4.14 The City will provide to employees up to \$2,000 per fiscal year per employee for tuition reimbursement for courses which relate to their job assignment, or when they are pursuing a degree in a major with potential value to the City. The completion date of the class shall be used in determining the fiscal year in which the benefit shall apply. To be eligible, an employee must be a regular employee and have completed at least one year of service with the City; receive no other duplicate benefits under any student aid programs; receive prior written approvals by the employee's supervisor on a form approved by the City Manager before registering for class, provide the Personnel Officer with evidence of satisfactory completion of a course within thirty (30) days (a "C" grade or better or a "pass" in a pass/fail grading system); and forward to the Personnel Officer all classroom materials for which City reimbursement is being requested.

The City may withhold from an employee's final paycheck sums equal to any amounts which have been reimbursed after course completion if an employee resigns or retires prior to two years per the schedule below.

Effective July 1, 2016, Employees who separate from the City prior to two years after receiving such reimbursement shall pay back the City at the following ratios: 1) Between 0 and 6 months – 100%; 2) Between 6 months and 1 year – 75%; and 3) Between 1 year and 2 years – 50%.

GROUP LIFE INSURANCE POLICY

Section 4.15. The City shall provide a group life insurance policy to all represented and non-represented employees in the amount of fifty thousand dollars (\$50,000). New hires will be eligible for this benefit on the first of the month following employment.

ARTICLE 5. VACATION AND LEAVE

ANNUAL VACATION LEAVE

Section 5.1. Eligibility. All competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, earn paid vacation time. Probationary employees (other than promotional probationary employees) cannot use paid vacation unless otherwise authorized by the City Manager. All vacation days shall be taken at a time mutually agreed upon by the employee and the employee's immediate supervisor. Vacation requests should be in writing and must be pre-approved by the employee's immediate supervisor and department director. When a payday falls within the vacation time granted, an employee may request to be paid prior to leaving on vacation. A request for an advanced paycheck, along with a copy of the approved vacation request, must be submitted in writing to the Finance Director at least three (3) working days prior to the date that the check is needed.

ANNUAL VACATION ACCRUAL RATE

Section 5.2. Paid vacation leave shall accrue, on a bi-weekly basis, at the rates shown below:

Service Years 1-5:

During the first five years of employment, employees earn vacation leave with pay from the first date of employment at the rate of eighty hours each year. Probationary employees (other than promotional probationary employees) cannot use paid vacation unless otherwise authorized by the City Manager. Thus, for every one year of service through the fifth year of employment an employee is entitled to eighty hours paid vacation annually.

Service Years 5+-20:

Beginning after the completion of five years of service and continuing through the twentieth year of service, an employee shall earn vacation at the rates, in hours per year, shown below:

Years of Service	Vacation Hours Earned
5+-10	120
11	128
12	136
13	144
14	152
15	160
16	168
17	176
18	184

Years of Service	Vacation Hours Earned
19	192
20	200

Service Years 21 and thereafter:

Beginning with the twenty first year of service an employee shall earn vacation at the rate of two hundred hours each year.

VACATION LEAVE BALANCE, ACCRUAL AND CESSATION OF ACCRUAL

Section 5.3. No employee may accumulate more than 320 hours of vacation. The City will notify any employee approaching the maximum accumulation. An employee will stop accruing vacation leave when his or her accumulated vacation balance reaches 320 hours. An employee shall not accrue additional vacation leave until the employee uses vacation time and his or her accumulated vacation leave balance again falls below 320 hours. Vacation leave should be used when possible within the year following the year in which it is earned. When an employee leaves City service the balance of any earned and unused vacation days will be paid at the employee's current rate of pay.

COMPENSATORY TIME

Section 5.4. Compensatory leave time is capped at one hundred sixty (160) hours for all employees eligible for compensatory leave time. Employees may not earn compensatory time above this limit.

ADMINISTRATIVE LEAVE

Section 5.5. Exempt employees, except the City Manager and those eligible for executive leave, will receive forty (40) hours of administrative leave each calendar year. The full forty (40) hours shall be credited to the employee in January of each year. Administrative leave may be taken as time off with pay during the year. Any unused administrative leave will be paid off on the last payday in December of each year. New employees, who are eligible for this leave, shall accrue administrative leave on the first of the month following the date of employment. The amount accrued in the first year of employment shall be on a prorated basis.

HOLIDAYS

Section 5.6. Employees shall have the following holidays as vacation with pay:

- New Year's Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11th)

- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day (December 25th)
- Up to four working days from December 26 to December 31 during the holiday closure (see Section 5.7 - Holiday Closure).
- One Personal Holiday (Floating)*

*Must be taken within the fiscal year granted.

HOLIDAY PAY AND HOLIDAY WORKED

Section 5.7. Holiday Pay shall be equivalent to the straight time hours an employee would normally work on that day of the week. Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed on the following Monday.

In the event competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, are required to work on the day a holiday is observed, such employees shall receive, in addition to compensation for the actual hours worked, one day of floating holiday that must be used within the fiscal year. If requested by the employee prior to working the holiday, the employee may choose to receive one day of holiday pay at straight time in the same pay period containing the holiday, in-lieu of the one day of floating holiday.

HOLIDAY CLOSURE

Section 5.8. Starting in 2016, the City will be closed between December 25 and January 1. Starting in 2017, Columbus Day and Lincoln's Birthday will no longer be recognized city holidays. The City will provide up to four days of paid vacation during the closure. Should a particular year include only 3 working days between Christmas Day and New Year's Day, each employee will be credited with one floating holiday.

Employees required to work during the holiday closure shall be compensated consistent with Section 5.7 above, except that employees required to work on December 26-December 30 shall be paid as follows:

- a. Employees required to work more than 4 hours in a day shall receive floating holiday hours for a full day in addition to straight pay for hours worked.
- b. Employees required to work less than 4 hours in a day shall receive floating holiday hours of 4 hours in addition to straight pay for hours worked.

Employees who are on Call-Back during the holiday closure shall be compensated consistent with Section 2.7 above.

SICK LEAVE

Section 5.9. Sick Leave Generally. The granting of sick leave shall be determined by the following rules:

- 1) Sick leave with pay for employees shall accrue in accordance with Subsection (4) below.
- 2) In addition to the reasons identified in Subsection (4) below, an employee eligible for sick leave with pay shall be granted such leave for the following reasons:
 - a) Personal illness or physical incapacity.
 - b) Enforced quarantine of the employee in accordance with community health regulations.
 - c) Doctor and dental appointments.
 - d) Maternity leave. Employees shall be able to apply sick leave to maternity leave in the amount of their accrued sick leave to date. An employee may only use sick pay for the period of medical disability.
 - e) Paternity leave up to a maximum of forty hours per individual situation.
- 3) Sick leave may not be taken until after it has been accrued.
- 4) Competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, shall accrue sick leave with pay, on a bi-weekly basis, at a rate of 9 hours for each month of employee service, and any such leave accrued but unused in any year shall be credited to the following year. Observed holidays occurring during the sick leave shall not be counted as a day of such leave. Sick leave is not a right which an employee may use at his/her discretion. Accumulated sick leave may only be used in case of necessity and actual personal sickness or disability, or up to twelve days of accumulated sick leave per fiscal year may be used to care for the employee's ill child, spouse, parent, parent-in-law, registered domestic partner, sibling or grandparent.
 - a) An employee must call within thirty (30) minutes after the regular starting time of his/her assigned shift and report to his/her supervisor.
 - b) Except in extraordinary circumstances, failure to call within the thirty (30) minute time limit is a basis for denying use of sick leave.
 - c) Sick leave pay will not be granted to an employee who fails to call as directed, even if accrued, unused sick leave is available.
 - d) A doctor's statement will be required prior to returning to work if an employee is absent for three (3) days or more.
 - e) Failure to validate an absence in Sub-Paragraph (4)(d) above with a doctor's statement is grounds for denying use of sick leave. The employee has an obligation to keep his/her supervisor informed when he/she may return to work and his/her whereabouts at all times.
 - f) In cases of suspected abuse of sick leave, a supervisor may require a doctor's statement for any illness. Continued abuse will be cause for discipline.

- 5) Once an employee has accumulated 480 hours of sick leave, the City may thereafter at the option of the City and employee, each year, elect to buy back one-half of each year's accumulated sick leave. The compensation will be equal to the employee's usual straight time hourly rate of pay times the number of hours bought back.

SICK LEAVE DONATION POLICY

Section 5.10. Per the Personnel Rules (currently Section 5.3, paragraph 2)

FAMILY CARE LEAVE

Section 5.11. Per page 67 of the Personnel Rules (Family and Medical Care Leave Policy).

BEREAVEMENT LEAVE

Section 5.12. Competitive service employees, probationary employees, members of the Administrative Services Unit, and members of the Field Services Unit are eligible for bereavement leave. For travel less than 300 miles, employees shall be eligible for a maximum of three (3) days bereavement leave for the death of a member of the employee's immediate family. For travel greater than 300 miles, employees shall be eligible for a maximum of four (4) days bereavement leave for the death of a member of the employee's immediate family. Immediate family is limited to a parent, step-parent, spouse, child, step-child, brother, sister, uncle, aunt, mother-in-law, father-in-law, grandfather, grandmother, grandchild, son-in-law or daughter-in-law, regardless of residence.

If an employee is required to be absent beyond the maximum number of days listed above, additional days must be charged against accumulated vacation/comp time leave.

MILITARY LEAVE

Section 5.13. Military leave shall be granted in accordance with the provisions of Chapter 7, Division 2, Part I, of the California Military and Veterans' Code. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

LEAVE OF ABSENCE WITHOUT PAY

Section 5.14. A department director may grant a competitive service employee, probationary employee, and a member of the Administrative Services Unit or Field Services Unit leave of absence without pay for not more than one (1) calendar week. Such leave shall be reported to the Personnel Officer. The City Manager may grant a regular or probationary employee leave of absence without pay or seniority, not to exceed three (3) months. After three (3) months, the leave of absence may be extended, if authorized by the City Council. No such leave shall be granted except upon

written request of the employee, setting forth the reason for the request, and such approval shall be made in writing.

JURY DUTY LEAVE

Section 5.15. Competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit required to serve as a juror shall be compensated for the difference between their normal salary and the compensation for jury duty, less travel pay, during the period of such service, provided that the employee does not serve more than once in any calendar year. To be eligible for City compensated jury duty leave, employees must provide the Personnel Officer with evidence of jury duty service, including the hours and days thereof, from the Court. In the event such evidence is not provided, any time missed may be deducted from the employee's vacation time or offset from future earnings. During their jury duty leave, night shift employees will be transferred to the day shift.

ADMINISTRATION OF LEAVE

Section 5.16. Employees shall be in attendance at their work location in accordance with the Personnel Rules regarding hours of work, holidays, and leaves. All departments shall keep attendance records of employees which shall be reported to the Personnel Officer at the time, and in the manner he/she specifies.

FAILURE TO RETURN FROM LEAVE/UNAUTHORIZED ABSENCE

Section 5.17. At the expiration of an approved leave or approved leave of absence, the employee shall promptly return to duty. Failure on the part of an employee to promptly return to duty shall be considered an absence without leave and be cause for discipline, up to and including termination of employment. Leaves and leaves of absence can be terminated by providing an employee with a reasonable notice to return to work. Deposit in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of residence, shall be reasonable notice.

ARTICLE 6. – CONDITIONS OF EMPLOYMENT

PROBATIONARY PERIOD

Section 6.1 All appointments in the competitive service, including promotional appointments, shall be subject to a probationary period of six (6) months. The length of the probationary period may be extended by the appointing authority, if more on-the-job training is warranted or further observation of the employee is desired, by the department head, based on unique circumstances to allow a full and fair evaluation of the probationary employee. No probationary period may be extended beyond nine months from the employee's date of hire.

- 1) Purpose of Probationary Period. The primary purpose of the Probationary Period is to provide an effective environmental orientation for the employee, educating him/her in prevailing management attitudes, policies, and procedures, and training him/her in the tasks associated with the assignment.
- 2) Objective of Probationary Period. The probationary period shall be regarded as a part of the testing process, and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to this position, and for determining if he/she is capable of meeting the requirements of the assignment.
- 3) Regular Appointment Following Probationary Period. All original and promotional appointments shall be tentative and subject to a probationary period of six (6) months of actual service. If the City determines that it does not wish to retain the probationary employee, the appointing authority shall file a written statement with the Personnel Officer which recommends termination of the employee.
- 4) Rejection of Probationer. During the probationary period, an employee may be rejected at any time by the appointing authority without cause and without the right of appeal. Written notification of rejection shall be given to the employee and a copy filed with the Personnel Officer.
- 5) Rejection Following Promotion. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is terminated in the manner provided in the Personnel Ordinance and the Personnel Rules for positions in the competitive service. However, if the employee's former position has been filled, he/she may be placed in a vacant position in the same classification from which he/she was promoted. If there are no vacant positions, he/she may be ultimately terminated from City service.

DISCIPLINE

Section 6.2. Per the Personnel Rules (currently Section 2.10).

RIGHT OF APPEAL

Section 6.3. Per the Personnel Rules (currently Section 2.11).

RULES ON APPEAL TO THE CITY MANAGER

Section 6.4. Per the Personnel Rules (currently Section 2.12).

COMPLAINT AND GRIEVANCE PROCEDURE

Section 6.5.

1. Purpose of Complaint and Grievance Procedure. It is the City's purpose to provide an effective and acceptable system whereby employees can seek resolution of complaints and grievances, at the lowest possible level, on matters affecting their jobs. All levels of administration and supervision are expected to inform and encourage employees to discuss matters affecting their employment.
2. Definitions.
 - a. Complaint: An allegation or charge by an employee that a wrong has been committed.
 - b. Complaint Procedure: The process by which a determination is made as to whether or not a wrong has been committed.
 - c. Grievance: An expressed claim by a competitive service employee or a member of the Administrative Services Unit or a member of the Field Services Unit that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in the City Personnel Ordinance; these Personnel Rules; other written City policy; the applicable Memorandum of Understanding; or labor or employment law (federal or California) that is applicable to the employees of the City. Disciplinary actions, the content of performance evaluations, rejection from probation, lay-off, and merit increases are not subject to the grievance procedure.
 - d. Grievance Procedure: The process by which the validity of a grievance is determined.
 - e. Representative: A person who, at the request of the employee or management, is invited to participate in grievance conferences.
3. Complaint Procedure.

Step 1: The employee should review any complaint with the immediate supervisor. The immediate supervisor is required to review every complaint and attempt to settle it as quickly and fairly as possible.

Step 2: If the action taken by the immediate supervisor is not satisfactory, the employee may take the complaint to successive levels of supervision up to and including the Personnel Officer. The decision of the Personnel Officer shall be the final administrative decision of the City.

4. Grievance Procedure.

a. Informal Grievance Procedure:

The employee shall inform the immediate supervisor orally of the grievance and relevant facts within fourteen (14) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. At least one conference shall be held between the employee and the immediate supervisor within four (4) days after the employee has expressed the grievance. The immediate supervisor shall orally advise the employee of the decision within seven (7) days following the conference.

b. Formal Grievance Procedure:

Step 1: If the grievance is not resolved informally, the employee shall put the grievance in writing and submit copies to the immediate supervisor no later than ten (10) days following completion of the informal grievance procedure. The written grievance shall include a citation to the specific portion of the Personnel Ordinance, these Personnel Rules, other written City policy; the applicable Memorandum of Understanding; or labor or employment law (federal or California) that is applicable to the employees of the City alleged to have been violated and the remedy sought by the employee. The supervisor shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 1.

Step 2: In the event that the grievance is not resolved in Step 1, the employee may submit it to the department director no later than ten (10) days following completion of Step 1. At least one conference shall be held between the employee and the department director. The department director shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 2.

Step 3: In the event that the grievance is not resolved in Step 2, the employee may submit it to the City Manager no later than ten (10) days following completion of Step 2. At least one conference shall be held between the employee and the City Manager. The City Manager shall review the grievance and render a written decision to the employee within ten (10) days from receipt of the grievance. Issuance of the written decision will complete Step 3 and shall be the final administrative decision of the City.

5. General Provisions.

- a. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- b. All documents, communications, and records dealing with the processing of grievances shall be filed separately from personnel files.
- c. Failure at any step of this procedure to communicate the decision on the grievance within specified time limits shall permit the aggrieved employee to proceed to the next step.
- d. Failure at any step of this procedure to submit the grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered.
- e. The time limits specified at any step in this procedure may be extended by mutual agreement of all parties.
- f. Reasonable time off without loss of pay shall be given to an employee who has a complaint or grievance and to his/her representative in order to participate in the complaint and grievance procedures.

TRANSFER, PROMOTION, AND REINSTATEMENT

Section 6.6.

- 1) Transfer. An employee may be transferred by the appointing authority, at any time, from one position to another position in the same or a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications. No person shall be transferred into a position for which he/she does not possess the minimum qualifications. If the transfer involves a change from one department to another, both department directors must consent thereto, unless the appointing authority orders the transfer. Transfer shall not be used to effectuate a promotion or demotion, each of which may be accomplished only as provided in the Personnel Ordinance and these Personnel Rules. The employee may appeal denial of transfer by the releasing department to the City Manager. The City Manager will review such actions to ensure that equal consideration is given to the employee's

rights and operational requirements of City administration. In such cases, the decision of the City Manager shall be final.

- 2) Promotion. Insofar as consistent with the best interests of the service, all vacancies in the competitive service may be filled by promotion of competitive service and probationary employees.
- 3) Reinstatement. The appointing authority may reinstate, within ninety (90) days of the effective date of resignation, a former competitive service employee who resigned with a good record to a vacant position in the same or comparable class formerly held. Upon reinstatement, the employee shall be subject to the probationary period prescribed for the class. Credit for the former employment shall be granted in computing salary, vacation, sick leave, or other benefits.

SEPARATION FROM SERVICE

Section 6.7.

- 1) Termination. An employee in the competitive service may be terminated at any time by the appointing authority for reasonable cause. Termination imposed for disciplinary purposes shall be conducted in accordance with Section 6.2. Whenever it is the intention of the appointing authority to terminate an employee, the Personnel Officer shall be notified of such intended action, and the employee shall be served with a written statement of the reasons for such intended action, fourteen (14) days before the effective date of the termination. An employee shall be entitled to appeal the termination in accordance with the procedures of Section 6.4. Any appeal shall be in writing, subscribed by the appellant, and filed with the Personnel Officer within seven (7) days following the effective date of the termination.
- 2) Lay-Off. An employee may be laid off under provisions of the Personnel Ordinance and Section 6.8.
- 3) Resignation. An employee wishing to leave City employment in good standing, shall file a written resignation with the appointing authority, stating the effective date and reasons for leaving, at least fourteen (14) days before leaving City employment. Failure to give notice as required by this Paragraph may be cause for denying future employment by the City. Such time limit may be waived by the appointing authority if the employee furnishes evidence that such notice would result in unreasonable hardship or loss of opportunity. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Personnel Officer.

LAY-OFF

Section 6.8. Whenever it becomes necessary in the interest of economy or efficiency, or because the necessity for a position no longer exists, the City Council may abolish any position in the competitive service, and the employee holding such position may be laid-off without the right of appeal. The order of lay-off of employees shall be established by the Personnel Officer upon the recommendations of the department directors involved. The department directors and Personnel Officer shall take into consideration the job performance and length of service of employees in preparing the lay-off list, provided that no competitive service or probationary employee shall be laid-off from his/her position while any emergency, temporary, or provisional employee is serving in the same classification; and provided that no competitive service employee shall be laid-off from his/her position while any probationary employee is serving in the same classification. Employees to be laid-off shall be given at least thirty (30) days prior notice.

ARTICLE 7. MISCELLANEOUS

QUARTERLY LABOR AND MANAGEMENT COMMITTEE

Section 7.1. The parties agree to meet quarterly in an effort to resolve issues of mutual concern regarding employee relations. The parties shall select their respective representatives. The parties, by mutual agreement, may agree to develop the agenda for discussion items. The parties shall have no authority, however, to delete, modify or change the terms of this MOU, or to settle any grievance being processed under this MOU.

ENTIRE AGREEMENT-NEGOTIATIONS

Section 7.2. This Agreement reflects all understandings of the parties. Anything not contained in this Agreement has not been agreed to by the parties. Except as otherwise may have been provided in this Agreement nothing else shall be subject to meet and confer during the term of this Agreement.

Section 7.3. Section 7.2 above does not authorize the City to make unilateral changes in policy affecting terms and conditions of employment, unless they are outside the scope of representation.

Section 7.4. Except as otherwise expressly approved in this Agreement, the City is not obligated to negotiate or change any policies or obligations established by this Agreement during the term of this MOU.

SAVINGS CLAUSE

Section 7.5. Should any provision of this agreement, or an application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by law, regulation, or court decision. But in all other respects, the provisions shall continue in full

force and effect.

ASSOCIATION RIGHTS

Section 7.6. The City shall deduct from each paycheck and remit to the Association within the week following pay day, Association dues from all employees who have signed a written authorization. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have an Association dues deduction for that pay period.

Section 7.7. Indemnification. The Association shall indemnify the City from all claims by bargaining unit members as a result of implementing and maintaining Association Dues Deductions.

Section 7.8. Employee Information. Within thirty (30) days of each new hire in the Association, the City will notify the Association of the new hire, providing the Association with the employee's name, classification, job title, department in the City, work location, work email address, work phone number, and date of hire.

Section 7.9. Union Security: Maintenance of Membership. Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Association dues during the first twenty-one (21) days of January by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Association from which dues deductions are to be canceled. The Association will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7.10. New Employee Orientation. City will provide the Association with 10 calendar days advanced notice, or as soon as practicable, of all new employee orientations within the bargaining unit. The Association will select its representative to meet with the new employee and that meeting will be conducted after completion of the City orientation. When selecting its representative, the Association will make reasonable efforts to minimize disruption to the department operational needs.

The Association will be provided up to 30 minutes to discuss, among other things, the rights and obligations created by the MOU, the role of the Association, and to answer any questions that the new employee may have.

LOMITA CITY EMPLOYEES ASSOCIATION

Laura MacMorran, Association President

Date: _____

CITY OF LOMITA

Gary Sugano, Negotiator

Ryan Smoot, City Manager

Date: _____



CITY OF LOMITA CITY COUNCIL REPORT

TO: Planning Commission **Item No. 8a**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, AICP, Community & Economic Development Director

MEETING DATE: September 5, 2023

SUBJECT: Discussion and Consideration of Planning Commissioner Robert Steinbach's Current Appointment

RECOMMENDATION

Determine Planning Commissioner Robert Steinbach's seat to remain as appointed.

BACKGROUND

Lomita Municipal Code Section 2-9.03. ("Absence from meetings") states that "If a member of the planning commission shall be absent from four (4) regular meetings of said board during any one (1) calendar year for any reason other than that provided in section 2-9.04. of this chapter then, regardless of whether the mayor issued a warning, the seat of such member shall be deemed vacant, unless the city council shall make a determination to the contrary. If the seat is deemed vacant, the term of such member is ipso facto terminated and the planning commission shall immediately inform the city council of such termination." Planning Commissioner Robert Steinbach was absent from the February 13, May 8, July 10, and August 14, 2023 meetings. Mr. Steinbach advised staff of his upcoming absence in advance of three of the meetings and has expressed his desire to remain on the commission.

ANALYSIS

Lomita Municipal Code permits the City Council to make a determination that a commissioner with absences may remain on the Planning Commission instead of forcing the seat into vacancy. This Commissioner regularly makes motions, seconds, and otherwise participates heavily in every meeting attended. His expertise gained through his extensive career with the Los Angeles Department of Building and Safety Inspection Bureau is especially helpful during Commission discussion on items.

OPTIONS

1. Determine Planning Commissioner Robert Steinbach’s seat to remain as assigned as recommended by staff.
2. Deem the seat of Planning Commissioner Robert Steinbach vacant and direct staff to begin recruitment to fill the vacancy.

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge, AICP
Community & Economic Development Director



CITY OF LOMITA CITY COUNCIL REPORT

Item No. SCH 8b

TO: City Council

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: September 5, 2023

SUBJECT: Consideration of Amendment No. 1 to a Solid Waste Agreement with Arakelian Enterprises, Inc. (DBA Athens Services), Setting a Prop 218 Rate Adjustment Hearing for November 7, 2023, and Rescinding Agreement No. 2023-06

RECOMMENDATION

1) Approve Amendment No. 1 to a solid waste agreement with Arakelian Enterprises, Inc. (DBA Athens Services); 2) Direct staff to take the necessary steps to set a Prop 218 Rate Adjustment Hearing for November 7, 2023; 3) Approve the attached public notice for distribution; and 4) Rescind Agreement No. 2023-06 (street sweeping agreement) with Athens Services approved on February 21, 2023.

BACKGROUND

On April 16, 2019, the City Council approved a new solid waste agreement with CalMet Services for a period of eight years (effective July 1, 2019 and expiring on June 30, 2027) and set a Prop 218 Rate Adjustment Hearing for June 4, 2019.

On June 4, 2019, the City Council held a Prop 218 protest hearing and approved a new solid waste rate structure for a period of 5 years (through June 30, 2024).

On December 7, 2021, the City Council adopted an ordinance amending the City's integrated waste management procedures to include regulations for implementation of SB1383 and an enforcement mechanism to begin on January 1, 2024.

On December 21, 2021, the City Council adopted a resolution authorizing a consent to assignment (transfer) for a franchise agreement for solid waste collection services from CalMet Services to Athens Services.

On February 21, 2023, the City Council also approved an agreement with Athens Services to provide street sweeping services with an annual cost of \$162,000.

DISCUSSION

The negotiations for an amendment to the solid waste agreement were necessitated by the requirement to add services and account for associated costs of programs to implement the State's SB1383 (Organics Recycling) requirements. The State's overarching goal is a 75% reduction in organic waste disposal to landfills by 2025. Athens Services (and the City) will be required to provide organics waste collection to residential and commercial customers (including proper disposal of such waste), conduct education and outreach, establish an edible food recovery program and monitor compliance and conduct enforcement if necessary. With approval of this amendment, organics collection for residential and commercial customers would begin on January 1, 2024.

SB1383 (Organics Recycling Hauler Requirements)

In addition to the physical collection and diversion of organic waste, under the revised agreement, the hauler's responsibilities relative to SB1383 include:

- Assisting City with waiver determination/eligibility for customers potentially exempt from organics collection
- Education and outreach
- Compilation of data for annual report preparation for submission to CalRecycle
- On-going recordkeeping associated with SB1383
- Container labeling for customer education purposes
- Route reviews on a quarterly basis to reduce potential for cross contamination
- Management of a contamination control program
- Assist with identification of edible food generators and food recovery organizations

Finance Subcommittee

The City Council's Finance Subcommittee consists of Mayor Waite and Mayor Pro-Tem Uphoff. The subcommittee has met to receive information regarding parameters within the new agreement with Athens Services and has provided constructive feedback throughout the process.

Proposed Amendment to the Agreement

The following summarizes the deal points after negotiation with Athens Services:

Item	Current	Proposed	Comment
Term of Agreement	Through June 2027	Through June 30, 2038	Optional Extension of 5 Years after 2038 by Mutual agreement
Residential Organics Collection	N/A	Beginning January 1, 2024	None
Street Sweeping Services	Separate agreement	Provided at no cost to City with this agreement	None
Compost Giveaway Events	None	2	2 free events held annually
Paper Shredding Events	None	2	2 free events held annually
Calculation of Annual Rate Adjustment	Annual Year-to-Year Change in	Trash CPI + 1%	Removal of extraordinary rate increase requests in exchange for the +1%

Item	Current	Proposed	Comment
	Collection/Disposal (CPI) Costs		
Competitive Rate Review	N/A	Every 5 Years	Comparing rates between Lomita and other South Bay Cities
Delinquent Accounts	N/A	After 60 days of non-payment, hauler may reduce to minimum service level	Establish (by separate Ordinance) process to assess non-payment on tax rolls
Annual Minimum Diversion Rate	30%	50% in accordance with AB 939	Increase in minimum annual diversion rate of 20% to match State requirement

Trash CPI + 1%

Athens Services has requested that the current annual rate request structure based on a formula tied to the general CPI and collection-related costs be replaced with a calculation based on the national Trash specific CPI which more accurately reflects waste and recycling program costs nationwide. Both CPIs are compiled by the U.S Bureau of Labor Statistics.

Currently per Section 9.4 of the City’s solid waste agreement, Athens Services may request an “Extraordinary Rate Adjustment” for unforeseen or extraordinary costs to solid waste operations/programs beyond those anticipated. In exchange for the +1% addition to the Trash CPI in recognition of California’s history of leadership on environmental requirements and the rising costs associated with those requirements, Athens Services has agreed to eliminate this section of the agreement and relinquish their ability to request an “Extraordinary Rate Adjustment” in the future, except in very limited circumstances (i.e. if State law changes to require new services in the future).

Street Sweeping Services

As mentioned, Athens Services currently provides street sweeping services in the City through a separate agreement. As part of the amended agreement, Athens Services is proposing to include street sweeping services through a single agreement at no cost to the City. If approved, the prior agreement would be rescinded and scope of services for street sweeping would be incorporated into this amendment. This would result in an annual cost savings of approximately \$162,000.

Amended Trash and Sweeping Routes

For some time the City has been reviewing our existing service routes for trash services and sweeping services to eliminate overlaps, minimize parking impacts and find more efficient routing. With Athens Services providing both services under one agreement, the City and Athens will work with the City’s Street Sweeping Subcommittee to propose amended routes that better accommodate both services and minimize impacts to residents. The finalized routes for both services will be brought back to the Council for approval at a later date.

Proposed Rate Adjustments to account for SB1383.

The table below summarizes the proposed rate adjustments to implement the State-mandated SB1383 (Organics Recycling) program. For residential, a 5.5% annual increase and for commercial an 8.5% annual increase is proposed through FY 28-29. As Prop 218

only permits a rate adjustment for a maximum of 5 years, a subsequent Prop 218 hearing would need to be held for any rate adjustment beyond June 30, 2028.

	Current	Eff. 1/1/24	Eff. 7/1/24	Eff. 7/1/25	Eff. 7/1/26	Eff. 7/1/27
<u>Residential</u>						
SB 1383 Adjustment		5.5%	5.5%	5.5%	5.5%	5.5%
Res. Rate (Monthly)	\$31.45	\$33.18	\$35.00	\$36.93	\$38.96	\$41.10
<u>Comm.</u>						
SB 1383 Adjustment		8.5%	8.5%	8.5%	8.5%	8.5%
Commercial Bundled* Rate includes 3-yard Solid Waste Bin, 1.5-yard Recycling Bin and 96-gallon Organic Cart						
Comm. Rate (Monthly)	\$337.00	\$365.65	\$396.72	\$430.45	\$467.03	\$506.73

* Establishment of bundled rates for commercial will allow the City to achieve compliance with regular and organics recycling requirements per CalRecycle

Proposition 218 (Protest Hearing)

Should the Council approve staff’s recommendation a public hearing would be scheduled for November 7, 2023 and a notice would be mailed to all affected rate payers a minimum of 45 days prior to the hearing consistent with State Law. Among other items, the public notice would summarize the proposed rate changes, the criteria for annual increases (CPI) and the effective date of the new rates (January 1, 2024).

Process to Implement New Rates

If written protests against the proposed rate changes as outlined above are not presented by a majority of property owners or customers of record of the identified parcels during and prior to the public hearing, the City Council may impose the rate changes.

Rate Comparison

The analysis is provided for general comparison purposes only. It is difficult to do an apples-to-apples city-to-city comparison as some services and levels may vary which impact cost (# of customers in the residential/commercial base, free/cost for bulky item pick-ups, special event services, discounted or special services for seniors, term of agreements will vary, etc.). For this reason, this review is limited (to the extent possible) to general and common services. It is also worth noting that many cities are in a similar situation to Lomita and are currently negotiating the impacts of SB1383 and other amendments to their agreements. Generally, under the proposed rate structure, Lomita would be on the mid-to high end for residential collection and mid-end for commercial customers.

Rate Comparison – Single Family Residential

City	Hauler	Monthly Rate as of July 2023	Comments
Artesia	CRR	\$26.29	
Cerritos	Athens	\$24.76	
Covina	Athens	\$44.35	
Lawndale	Republic	\$31.80	
Lomita	Athens	\$33.18	Proposed as of 1/1/24
Long Beach	Self	\$40.87	
Norwalk	Athens	\$23.43	
Paramount	Athens	\$21.46	Currently negotiating SB1383 rate increase
Rancho Palos Verdes	EDCO	\$40.99	
Torrance	Self	\$38.29	

Rate Comparison – Typical Commercial (3 Cubic Yard Container – 1 Pickup per Week)

City	Hauler	Monthly Rate as of July 2023	Comments
Artesia	CRR	\$374.74	65 gallon organics cart
Cerritos	Athens	\$355.96	1 CY recycling and 65 gallon organics cart
Covina	Athens	\$441.59	1.5 CY recycling and 60 gallon organics cart
Lawndale	Republic	\$220.40	
Lomita	Athens	\$337.00	Proposed as of 1/1/24
Long Beach	Self	\$281.46	Proposed as of 10/1/23
Norwalk	Athens	\$308.92	
Paramount	Athens	\$242.98	Currently negotiating SB1383 rate increase; rate for organics collection not established
Rancho Palos Verdes	Open Market	Varies	
Torrance	Open Market	Varies	

Athens Services has been a category leader in the implementation of SB 1383 organics recycling for many jurisdictions across the State. The benefit of extending Athens Services term of service will ensure that the City retains a hauler that will be successful in navigating not only SB 1383 organics recycling requirements but any new future solid waste related requirements that the State of California may impose going forward, and can do so while providing the high standards of customer service and community support that Lomita demands.

Competitive Rate Guarantee Provision

Per Section 9.6 as part of the amended agreement, the City has negotiated a competitive rate guarantee provision every fifth year of the term to ensure that over the course of the agreement term, the rates charged to customers within the City are not significantly out of line with those charged for similar services in nearby communities. Under this provision, the City and Athens will gather rates for similar services in selected South Bay cities and identify the median of these rates. Based on this review, the City and Athens would meet and confer

regarding any adjustments that may be appropriate to ensure Lomita is remaining competitive and Athens is continually able to provide services.

Delinquent Accounts

Per new Section 9.6.10, Athens will be permitted to take action as is legally available to collect past due amounts from Single-family or Multi-family Customers with Cart Collection Service, including removing Recycling Carts and Organic Waste Carts, and reducing Customer to the smallest size Refuse Cart. Athens may only discontinue service if doing so does not pose a health hazard and if Athens notifies the City at least five days in advance when a container will be removed, and the City will have the ability to disapprove discontinuance of service if, in the sole discretion of City, such discontinuance may pose a health hazard.

As is common in many jurisdictions, to the extent permitted by applicable law, City will place delinquent past due amounts on the property tax rolls on a periodic basis. City will remit any amounts received subtracting its reasonable administrative costs.

A companion ordinance to establish a mechanism within the Lomita Municipal Code to allow for the placement of delinquent amounts onto the tax rolls is on this same agenda for Council consideration. Adoption of the ordinance would allow the City to request that the Los Angeles County Tax Assessor place delinquent past due amounts on property tax rolls for collection along with the property taxes.

OPTIONS:

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

FISCAL IMPACT

Per the City's Solid Waste agreement with Athens Services the City would be reimbursed \$10,000 for costs associated with the future Prop 218 rate setting hearing. Under this combined agreement Athens will also provide sweeping services at no cost to the City.

ATTACHMENTS

- 1) Resolution including Amendment No. 1 to Agreement
- 2) Draft Public Notice for Prop 218 Hearing
- 3) Current Solid Waste Agreement

Prepared by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

RESOLUTION NO. 2023-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AMENDMENT. NO. 1 TO A SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT BETWEEN THE CITY OF LOMITA AND ARAKELIAN ENTERPRISES INC. (DBA ATHENS SERVICES) AND RESCINDING AGREEMENT NO. 2023-06 FOR STREETSWEeping SERVICES

Section 1. Recitals.

1. The City and CalMet Services Inc. entered into that certain Agreement for Solid Waste Collection Services dated June 18, 2019 (“Agreement”) and on January 18, 2022, the City Council consented to the assignment of the Agreement to Arakelian Enterprises, Inc. DBA Athens Services;

2. Pursuant to Lomita Municipal Code §5-3.010, the City may grant exclusive franchise agreements for solid waste collection within the City;

3. The Public Resources Code § 40000 et seq., declares it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions;

4. The Legislature enacted certain new laws pertaining or relating to solid waste handling with which City must comply, including Assembly Bill Nos. 341, 901, 1594, 1826, and Senate Bill Nos. 341 and 1383, creating the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste;

5. The foregoing necessitates modified or additional services in order to bring City into compliance with applicable law and ensure integrated, Citywide waste management programs with the implementation of a Citywide organic waste collection program, which will include but is not limited to the establishment of a Citywide “bundled” solid waste collection system with service units receiving at least one container for solid waste, one container for recyclable materials, and one container for organic waste;

6. The City recently undertook a competitive bidding process to identify contractors to provide street sweeping services, and selected Contractor to provide such services and Contractor has provided street sweeping in accordance with that certain Professional Services Contract, Agreement No. 2023-06, for the performance of street sweeping services, and the City now desires that street sweeping be included as part of the City’s integrated and exclusive solid waste collection system;

7. The inclusion of street sweeping services in the Agreement will allow the City to better calibrate its diversion efforts to the extent street sweeping removes and diverts waste from City streets and rights-of-way, and where economies of scale provide the City

with a material benefit to having these services provided by Contractor and Contractor is uniquely situated to enhance the City's diversion and state law compliance goals; and

8. The City Council has determined and finds that the public health, safety and well-being would be served by implementing the changes pertaining to the provision of services, as specified in this Amendment attached as Exhibit A to meet the aims of the City's long-term compliance and environmental objectives.

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

Section 2. The Council find and determines that adoption of this Resolution is exempt from the California Environmental Quality Act pursuant to Section 15378 (b)(5) of the CEQA Guidelines as this is an organizational or administrative activity of government that will not result in the direct or indirect physical change to the environment.

Section 3. This Resolution will become effective immediately upon adoption.

Section 4. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 5th day of September 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

**FIRST AMENDMENT
TO AGREEMENT FOR
AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

This First Amendment to the Agreement for Solid Waste Collection Service (“Amendment”) is dated this __ day of _____, 2023, by and between the City of Lomita, a municipal corporation (“City”), and Arakelian Enterprises, Inc. DBA Athens Services, a California corporation (“Contractor”). City and Contractor may hereinafter be individually referred to as “Party” or collectively as the “Parties.”

RECITALS

A. WHEREAS, the City and CalMet Services Inc. entered into that certain Agreement for Solid Waste Collection Services dated June 18, 2019 (“Agreement”) and on January 18, 2022, the City Council consented to the assignment of the Agreement to Arakelian Enterprises, Inc. DBA Athens Services;

B. WHEREAS, Public Resources Code § 40000 et seq., declares it is within the public interest to authorize and require local agencies to make adequate provision for solid waste handling within their jurisdictions;

C. WHEREAS, the Legislature enacted certain new laws pertaining or relating to solid waste handling with which City must comply, including Assembly Bill Nos. 341, 901, 1594, 1826, and Senate Bill No. 1383, creating the need for the City to improve efforts to divert solid waste from landfills, including recyclable materials and organic waste;

D. WHEREAS, the foregoing necessitates modified or additional services in order to bring City into compliance with applicable law and ensure integrated, Citywide waste management programs with the implementation of a Citywide organic waste collection program, which will include but is not limited to the establishment of a Citywide “bundled” solid waste collection system with service units receiving at least one container for solid waste, one container for recyclable materials, and one container for organic waste;

E. WHEREAS, the City recently undertook a competitive bidding process to identify contractors to provide street sweeping services, and selected Contractor to provide such services and Contractor has provided street sweeping in accordance with that certain Professional Services Contract, Agreement No. 2023-06, for the performance of street sweeping services, and the City now desires that street sweeping be included as part of the City’s integrated and exclusive solid waste collection system;

F. WHEREAS, the inclusion of street sweeping services in the Agreement will allow the City to better calibrate its diversion efforts to the extent street sweeping removes and diverts waste from City streets and rights-of-way, and where economies of scale provide the City with a material benefit to having these services provided by Contractor and Contractor is uniquely situated to enhance the City’s diversion and state law compliance goals; and

G. WHEREAS, the City Council has determined and finds that the public health, safety and well-being would be served by implementing the changes pertaining to the provision of services, as specified in this Amendment to meet the aims of the City's long-term compliance and environmental objectives.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

TERMS

1. **Amendment Effective Date.** Except as otherwise specified in this Amendment, the Amendment shall be effective as of January 1, 2024 ("Amendment Effective Date") with the same force and effect as if this Amendment had been executed on that date.

2. **Change from CalMet to Athens Services.** All references to "CalMet" or "CalMet Services, Inc." in the Agreement are hereby deleted in their entirety and replaced with "Arakelian Enterprises, Inc. dba Athens Services ("Athens")."

3. **Definitions.** Unless specified otherwise, the following defined terms in the Agreement are hereby amended as follows: (i) the term "Commercial Premises" in Section 1.15 and the term "Multifamily Residential Premises" in Section 1.39 shall mean "Commercial" or "Commercial Business," as defined in the Article V, Chapter 3 (Integrated Waste Management) of the City of Lomita Municipal Code ("SB 1383 Ordinance"); and (iii) the term "Single-family Residential Premises" in Section 1.57 shall mean "Single-family" or "single family residential" as defined in the SB 1383 Ordinance. Further, all references to "Green Waste" in Section 1.30 (Green Waste Processing Facility) and Section 1.31 (Gross Revenues) are hereby deleted and replaced with "Organic Waste."

4. **Grant of Exclusive Rights.** Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.1 Grant of Exclusive Rights

This Agreement grants to Contractor for the Term of this Agreement during which Solid Waste Handling Service is to be provided, the exclusive right and privilege to Collect, transport, process, recycle, compost, retain and dispose of Solid Waste generated by single-family, multi-family, commercial and rolloff Customers, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below. No other services shall be exclusive to the Contractor.

5. **Limitations to Scope of Exclusive Agreement.** Section 2.2(2) of the Agreement is hereby deleted in its entirety and replaced with the following:

2. Solid Waste, including Recyclable Materials and Organic Waste, which is removed from any Premises by the Waste

Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing facility or Disposal Site in a manner consistent with all applicable laws and regulations.

6. **Term of Agreement.** Section 4.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.3 Term

Contractor shall provide Solid Waste Collection services and Disposal services in accordance with this Agreement for an initial period beginning January 1, 2024 through midnight on June 30, 2038, unless this Agreement is terminated sooner pursuant to Section 19 of this Agreement or extended as provided herein. No later than January 1, 2038, by mutual agreement of City and Contractor, the Term shall be extended for an additional period of five (5) years beginning July 1, 2038 through midnight on June 30, 2043. Contractor shall notify the City prior to June 30, 2036 of its desire to extend term for an additional five (5) years.

7. **Residential Organic Waste Collection Service.** All references to “Green Waste” in Section 5.2.4 are hereby deleted and replaced with “Organic Waste.”

8. **Commercial Organic Waste Collection Service.** Section 5.3.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.3.4 Bin and Collection - Organics

Contractor shall Collect source-separated Organic Waste from Commercial and Multi-family Customers using Carts or Bins. Contractor shall collect, at least one (1) 96-gallon Cart for source separated Organic Waste once per week. Contractor will in all instances strive to provide Customers with the minimum effective service level. Based on a waste assessment performed by Contractor, and subject to disapproval the City after advance written notice, Contractor may adjust the foregoing level of service to any one of the following container types: (i) 64-gallon Cart; (ii) 1.5 to 2 cubic yard Bin; and (iii) roll-off Container with a capacity of 10 or more cubic yards. Contractor shall charge Customers for Organic Waste Collection Service based on each Customer’s size and number of Carts or Bins, and number of weekly pickups according to the monthly rate schedule specified in this Agreement.

9. **Organic Waste.** All references to “Green Waste” in Sections 5.5 (City Facilities), 7.5 (Customer Education), 7.7 (Website), 7.9 (Customer Privacy), 9.6.10 (Delinquent Accounts – Single-family and Multi-family Carts), 16.2 (City Requested Program Review), 16.3 (Cooperation

with Other Program Reviews), 17.1 (Agreement Modifications and Changes in Law), and 17.3 (City-Directed Changes) are hereby deleted and replaced with “Organic Waste.”

10. **SB 1383 Program.** A new Section 5.8 is hereby added to the Agreement as provided below. Further, Exhibit 6 of this Amendment is hereby incorporated by reference and shall be Exhibit F to the Agreement.

5.8 SB 1383 Program

No later than January 1, 2024, Contractor will administer the SB 1383 program specified in Exhibit F, which is attached hereto and incorporated herein by reference. For the avoidance of doubt, the intent of the SB 1383 program is to establish and maintain a Citywide “bundled” solid waste collection system with each Service Unit receiving at least one container for Solid Waste, one container for Recyclable Materials, and one container for Organic Waste, in accordance with the SB 1383 Ordinance enforced by the City.

11. **Street Sweeping Services.** A new Section 5.9 is hereby added to the Agreement as provided below. Further, Exhibit 7 of this Amendment is hereby incorporated by reference and shall be Exhibit G to the Agreement.

Contractor will perform street sweeping services, without charge to City, as specified in Exhibit G of this Agreement, which is attached hereto and incorporated herein by reference. Notwithstanding the foregoing, City and Contractor acknowledge that Exhibit G amends and restates, and as a result, supersedes and replaces in its entirety all prior agreements or understandings between the City and Contractor concerning that certain Professional Services Contract, Agreement No. 2023-06, for the performance of street sweeping services (“Street Sweeping Contract”); therefore, all such prior agreements and understandings provided in the Street Sweeping Contract are null, void and of no further force or effect unless Exhibit G is deemed null, void and of no force or effect in its entirety in a final, unappealable decision of a court of competent jurisdiction, in which case, the agreements and understandings in force or effect under the Street Sweeping Contract prior to the Amendment Effective Date, shall apply if not expired.

12. **Compost Giveaway and Paper Shredding Events.** A new Section 5.10 is hereby added to the Agreement as provided below.

5.10 Compost Giveaway and Paper Shredding Events.

At no additional cost to City or its residents and businesses, Contractor will host two (2) annual events offering free non-mulch Compost and paper shredding services to City residents and

businesses. Contractor must host each event at a time and location mutually agreeable between the City and Contractor.

13. **Rate Adjustments.** Sections 9.1, 9.2, 9.2.1 through and including 9.2.6, 9.3, and 9.4 of the Agreement are hereby deleted in their entirety and replaced with the following:

9.1 Rates

Contractor's compensation for all solid waste Collection, transportation, processing, Recycling, and Disposal services shall be the rates set forth in Exhibits A-E to this Agreement ("Rates"). Contractor may not charge for any franchised service not listed in the rate schedule without prior written authorization of the City.

9.2 Annual Adjustment of Rates

Beginning on July 1, 2024, and annually each July 1 thereafter, Contractor shall receive an annual adjustment of the Rates set forth in Exhibits A-E to this Agreement. The annual adjustment shall be the sum of the percentage increase of the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHGO2) U.S. City Average (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics ("Trash CPI") for the 12-month period of March of the current year to March of the prior year, plus one percent (1%) (i.e., Trash CPI+1) ("Annual CPI Adjustment").

In addition to any Annual CPI Adjustment hereunder, on July 1, 2024, and annually for each of the next five (5) annual rate adjustments through and including the annual rate adjustment taking effect July 1, 2028, the Rates set forth (i) for Single Family Residential Premises, inclusive of multifamily premises of 4 units or less, will be subject to a supplemental adjustment of five and one-half percent (5.5%) each year; and (ii) for Commercial premises, inclusive of multifamily premises of 5 units or more, will be subject to a supplemental adjustment of eight and one-half percent (8.5%) each year. Contractor shall not seek, request or be entitled to any adjustment in the rates for any reason except as specified in this Sections 9 and 17 or Exhibit G, Sec. 5 of the Agreement, and applicable subparts therein.

9.3 Annual Rate Calculations

On or before May 1, 2024, and annually each May 1 thereafter during the term of this Agreement, Contractor shall deliver to City calculations of the annual adjustment of Rates. No later than May 1, 2024, and annually thereafter each May 1 during the term of this Agreement, the City shall notify Contractor of any disagreements in

Contractor's calculation of the affected service rates to take place on the subsequent July 1st.

9.4 Proposition 218 Hearings

At the City's election, and without admitting the applicability of Proposition 218 to this Agreement, City may conduct the hearings with respect to the approval or adjustment of the maximum rate schedule in accordance with Proposition 218. City acknowledges that the intent of hearings is to comply with Proposition 218 if deemed applicable, and not for the City to revoke, amend, nullify, or void any previously approved adjustment of a maximum rate schedule.

9.5 Rate Invalidation Procedures.

In the event that City is unable, by operation of applicable state or federal law, or a valid majority protest pursuant to Proposition 218, to approve or implement any rate increase due to Contractor under this Agreement, in whole or in part ("Invalidation Event"), City must provide notice of an Invalidation Event. No later than thirty (30) days of the Invalidation Event, City and Contractor shall meet and confer to discuss a revised rate adjustment that may be acceptable; corresponding reductions in programs, services, or fees and payments otherwise due to City to compensate Contractor for the total amount due to Contractor that would have been recovered but for denial or prohibition of a rate adjustment relating to the same; and/or City paying to keep identified services and programs that may be removed or reduced. If City and Contractor do not reach an agreement within ninety (90) days of the Invalidation Event, or as extended by mutual agreement of the Parties, Contractor may terminate the Agreement without cause or penalty, provided that Contractor provides at least one-hundred eighty (180) days' prior written notice of termination and, during such period, cooperates with City to transition services to City or its designee. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of rates that would otherwise be due to Contractor.

9.6 Competitive Rates Adjustment

Contractor's rates may be subject to a competitive review, and if applicable, an rate adjustment every fifth year during the term of this Agreement. Each fifth year during the term of the Agreement, City and Contractor shall gather the comparable rates from South Bay cities as selected by the City and Contractor as of July 1st of that year ("Comparable Rates"). The Comparable Rates to be reviewed

will be the rates charged to ratepayers less any portion of rates attributable to fees paid to, or collected by, the jurisdiction, and less any amount for non-solid waste related services such as but not limited to street sweeping to the extent such amounts can be reasonably identified. City and Contractor shall determine the median of those Comparable Rates and present that information to each other as soon after July 1st as the comparable rate information is available. City shall identify any of the Comparable Rates currently charged by Contractor in the City of Lomita that are higher than the median of Comparable Rates in the other jurisdictions. Contractor shall identify any of the Comparable Rates currently charged by Contractor in the City of Lomita that are lower than the median of Comparable Rates in the other jurisdictions. City and Contractor shall meet and confer to determine which, if any, of Contractor's rates charged in the City of Lomita may be subject to a competitive rate adjustment, if any. Any such adjustment arising therefrom must be agreed upon in writing by City and Contractor prior to implementation.

14. **Delinquent Accounts.** Sections 9.6.10 of the Agreement are hereby deleted in their entirety and replaced with the following:

Contractor may take such action as is legally available to collect past due amounts from Single-family or Multi-family Customers with Cart Collection Service, including removing Recycling Carts and Organic Waste Carts, and reducing Customer to the smallest size Refuse Cart. Contractor may only discontinue service if doing so does not pose a health hazard and if Contractor notifies the City at least five days in advance when a container will be removed. City may disapprove discontinuance of service if, in the sole discretion of City, such discontinuance may pose a health hazard. To the extent permitted by applicable law, City shall place delinquent past due amounts on the property tax rolls. City shall remit any amounts received subtracting its reasonable administrative costs.

15. **Diversion.** Sections 12.1 and 12.3 of the Agreement are hereby deleted in their entirety and replaced with the following:

12.1 Diversion Requirements

Beginning calendar year 2024 and during each calendar year throughout the term of this Agreement, Contractor shall implement Recyclable Materials and Organic Waste diversion programs designed to achieve a minimum diversion of fifty percent (50%) from disposal of all waste generated in the City, or such other amount as may be set in accordance with the provisions of Section 17. For purposes of determining if Contractor achieves the minimum

diversion requirements, the parties agree the methodology to calculate the annual diversion rate will be calculated in accordance with Pub. Res. Code Secs. 41780 et seq. and any regulations relating thereto.

16. **Maximum Service Rates.** Exhibits A, B, and C of the Agreement are hereby deleted in their entirety and replaced with Attachments 1, 2, and 3 of this Amendment, which are hereby incorporated by reference. Further, Exhibits 3 and 4 of this Amendment are hereby incorporated by reference and shall be Exhibits D and E to the Agreement.

17. **Due Execution.** The person(s) executing this Amendment on behalf of a Party hereto warrant(s) that (i) such Party is duly organized and existing; (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party; (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment; and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

18. **Entire Amendment.** This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

19. **Full Force and Effect.** Other than as set forth in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

20. **Severability.** If any term or provision of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

21. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

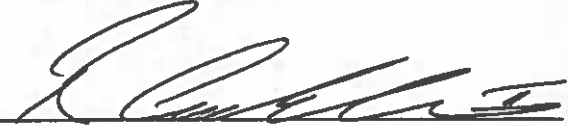
[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth below.

CITY OF LOMITA

ARAKELIAN ENTERPRISES, INC., a
California corporation

INSERT
Mayor



Ron Arakelian III
Executive Officer

Date

8/25/23
Date

ATTEST:

INSERT
City Clerk

Date

APPROVED AS TO FORM:

INSERT
City Attorney

Date

[Amendment Attachment 1]

Exhibit A

Residential Rate Schedule

Exhibit A

**Maximum Service Rates - Residential (Gross)
Effective January 1, 2024**

A. CURBSIDE COLLECTION SERVICE		
1	32 Gallon Curbside Monthly Solid Waste Collection Rate	\$ 29.17
2	64 Gallon Curbside Monthly Solid Waste Collection Rate	\$ 30.01
3	96 Gallon Curbside Monthly Solid Waste Collection Rate	\$ 33.18
B. SUBSCRIPTION BACKYARD COLLECTION SERVICE		
1	32 Gallon Backyard Monthly Solid Waste Collection Rate	\$ 80.62
2	64 Gallon Backyard Monthly Solid Waste Collection Rate	\$ 82.21
3	96 Gallon Backyard Monthly Solid Waste Collection Rate	\$ 85.38
C. ADDITIONAL SERVICES		
1	Additional Solid Waste Cart - Any Size	\$ 17.94
2	Additional Recycling Cart (after one free) - Any Size	\$ 5.52
3	Additional Organic Waste Cart (after one free) - Any Size	\$ 17.83
5	Additional Cart Exchange - Per Cart Per Occurrence	\$ 15.79
6	Additional Cart Replacement - Per Cart Per Occurrence	\$ 15.79
7	Additional Bulky Items Collection - First Item Per Occurrence	\$ 55.25
8	Additional Bulky Items Collection - Each Additional Item Per Occurrence	\$ 23.77
9	Ancillary Service (see Exhibit E - incorporated herein by reference)	See Exh E

[Amendment Attachment 2]

Exhibit B

Multifamily Rate Schedule

Exhibit B
Maximum Service Rates - Multi-Family (Gross)
Effective January 1, 2024

Container Size	Collection Frequency							Extra PU
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week	7X Week	
A. BUNDLED SERVICE (Includes Solid Waste, Recycling, & Organics Services)								
65 Gallon Solid Waste Barrel	\$ 144.81	\$ 229.58	\$ 318.05	\$ 405.62	\$ 493.86	\$ 582.10	\$ 674.73	\$ 57.35
96 Gallon Solid Waste Barrel	\$ 150.94	\$ 241.38	\$ 335.74	\$ 429.14	\$ 526.77	\$ 620.89	\$ 719.72	\$ 59.77
1 Yard Solid Waste Bin	\$ 217.64	\$ 369.43	\$ 531.33	\$ 754.81	\$ 912.81	\$ 1,070.80	\$ 1,254.25	\$ 86.19
2 Yard Solid Waste Bin	\$ 302.77	\$ 603.08	\$ 843.17	\$ 1,098.45	\$ 1,355.51	\$ 1,595.01	\$ 1,958.11	\$ 90.34
3 Yard Solid Waste Bin*	\$ 337.00	\$ 662.05	\$ 949.19	\$ 1,233.64	\$ 1,614.18	\$ 1,883.11	\$ 2,199.18	\$ 100.56
4 Yard Solid Waste Bin	\$ 513.38	\$ 890.23	\$ 1,282.68	\$ 1,765.46	\$ 2,173.13	\$ 2,547.10	\$ 3,091.39	\$ 153.18
6 Yard Solid Waste Bin	\$ 557.27	\$ 992.03	\$ 1,520.67	\$ 1,967.23	\$ 2,617.78	\$ 3,033.75	\$ 3,537.76	\$ 166.28
2 Yard Solid Waste Compactor	\$ 451.95	\$ 889.52	\$ 1,272.84	\$ 1,669.91	\$ 2,069.82	\$ 2,452.19	\$ 2,965.30	\$ 134.85
3 Yard Solid Waste Compactor	\$ 556.39	\$ 1,083.29	\$ 1,581.06	\$ 2,074.01	\$ 2,664.65	\$ 3,143.67	\$ 3,680.35	\$ 166.02
4 Yard Solid Waste Compactor	\$ 680.12	\$ 1,210.37	\$ 1,762.88	\$ 2,404.14	\$ 2,971.48	\$ 3,505.12	\$ 4,217.07	\$ 202.93

B. ADDITIONAL RECYCLING CONTAINERS								
65 Gallon Recycling Barrel	\$ 39.49	\$ 75.82	\$ 113.74	\$ 151.27	\$ 189.09	\$ 226.90	\$ 266.60	\$ 57.35
96 Gallon Recycling Barrel	\$ 42.12	\$ 80.88	\$ 121.32	\$ 161.35	\$ 201.69	\$ 242.03	\$ 284.38	\$ 59.77
1 Yard Recycling Bin	\$ 92.14	\$ 176.92	\$ 265.38	\$ 352.96	\$ 441.20	\$ 529.44	\$ 622.09	\$ 86.19
1.5 Yard Recycling Bin	\$ 105.32	\$ 202.20	\$ 303.29	\$ 403.37	\$ 504.22	\$ 605.07	\$ 710.96	\$ 88.27
2 Yard Recycling Bin	\$ 118.47	\$ 227.47	\$ 341.20	\$ 453.80	\$ 567.25	\$ 680.70	\$ 799.82	\$ 90.34
3 Yard Recycling Bin	\$ 131.64	\$ 252.75	\$ 379.11	\$ 504.22	\$ 630.29	\$ 756.34	\$ 888.69	\$ 100.56
4 Yard Recycling Bin	\$ 204.04	\$ 391.76	\$ 587.63	\$ 781.55	\$ 976.93	\$ 1,172.33	\$ 1,377.48	\$ 153.18
6 Yard Recycling Bin	\$ 227.08	\$ 435.98	\$ 653.98	\$ 869.79	\$ 1,087.24	\$ 1,304.68	\$ 1,533.00	\$ 166.28
2 Yard Recycling Compactor	\$ 230.36	\$ 442.31	\$ 663.45	\$ 882.40	\$ 1,102.99	\$ 1,323.59	\$ 1,555.22	\$ 134.85
3 Yard Recycling Compactor	\$ 296.18	\$ 568.67	\$ 853.01	\$ 1,134.50	\$ 1,418.13	\$ 1,701.76	\$ 1,999.57	\$ 166.02
4 Yard Recycling Compactor	\$ 329.10	\$ 631.87	\$ 947.79	\$ 1,260.56	\$ 1,575.70	\$ 1,890.85	\$ 2,221.74	\$ 202.93

C. ADDITIONAL ORGANICS CONTAINERS								
65 Gallon Organics Barrel	\$ 52.66	\$ 101.10	\$ 151.65	\$ 201.69	\$ 252.11	\$ 302.54	\$ 355.47	\$ 57.35
96 Gallon Organics Barrel	\$ 56.16	\$ 107.84	\$ 161.76	\$ 215.13	\$ 268.92	\$ 322.70	\$ 379.18	\$ 59.77
1 Yard Organics Bin	\$ 122.86	\$ 235.89	\$ 353.85	\$ 470.60	\$ 588.26	\$ 705.91	\$ 829.45	\$ 86.19
1.5 Yard Organics Bin	\$ 140.42	\$ 269.59	\$ 404.38	\$ 537.84	\$ 672.30	\$ 806.76	\$ 947.95	\$ 88.27
2 Yard Organics Bin	\$ 157.97	\$ 303.30	\$ 454.93	\$ 605.07	\$ 756.34	\$ 907.60	\$ 1,066.43	\$ 90.34

*City-approved "default" service (includes bundled 3-yard Solid Waste Bin service, 1.5-yard Recycling Bin service, and 96-gallon Organic Cart service).

Exhibit B (Continued)
Maximum Service Rates - Multi-Family (Gross)
Effective January 1, 2024

Container Size	Collection Frequency						Extra PU	
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week		7X Week
D. DISTANCE AND LOCK-LID SERVICES								
Push Svc (Per 10') - Per Container per Month	\$ 14.30	\$ 28.61	\$ 42.89	\$ 57.20	\$ 71.51	\$ 85.81	\$ 100.11	\$ 3.58
Scout Service - Per Container per Month	\$ 55.42	\$ 110.85	\$ 166.27	\$ 221.65	\$ 277.10	\$ 332.50	\$ 387.90	\$ 13.86
Lock-Lid Service - Per Container per Month	\$ 25.04	\$ 50.06	\$ 75.08	\$ 100.11	\$ 125.12	\$ 150.14	\$ 175.16	\$ 6.26
Back-Out (Per 50') - Per Container per Month	\$ 25.04	\$ 50.06	\$ 75.08	\$ 100.11	\$ 125.12	\$ 150.14	\$ 175.16	\$ 6.26
E. EMPTY CONTAMINATED CONTAINER								
Any Size Recycling or Organics Container - Per Empty								\$ 47.74
F. EMPTY OVER-FILLED OR OVER-WEIGHT CONTAINER								
Any Size / Any Type Container - Per Empty								\$ 47.74
G. BULKY ITEM PICKUP								
Solid Waste Collection Rate - Per First Item								\$ 52.08
Solid Waste Collection Rate - Per Each Additional Item								\$ 43.40
H. ROLL-OFF SERVICE								
40 CY Box Collection - Per pull + Disposal Charge								\$ 436.84
10 CY Box Lowboy Collection - Per pull + Disposal Charge								\$ 436.84
Compactor Collection - Per pull + Disposal Charge								\$ 634.53
Disposal - Trash Processed								\$ 135.00
Disposal - Trash Transferred								\$ 100.00
Disposal - Recycling Processed								\$ 85.00
Disposal - Organics Processed								\$ 150.00
Disposal - Constructon & Demolition Debris Processed								\$ 110.00
I. OTHER								
Cart Cleaning - Per Cart Per Occurrence								\$ 32.98
1 CY - 4 CY Bin Cleaning - Per Bin Per Occurrence								\$ 99.00
5+ CY Bin Cleaning - Per Bin Per Occurrence								\$ 99.00
Additional Bin or Cart Exchange - Per Bin or 3 Cart Set Per Occurrence								\$ 123.71
Additional Bin or Cart Replacement - Per Container Per Occurrence								\$ 123.71
Ancillary Services (see Exhibit E - incorporated herein by reference)								See Exh E

[Amendment Attachment 3]

Exhibit C

Commercial Rate Schedule

Exhibit C

**Maximum Service Rates - Commercial (Gross)
Effective January 1, 2024**

Container Size	Collection Frequency							Extra PU
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week	7X Week	
A. BUNDLED SERVICE (Includes Solid Waste, Recycling, & Organics Services)								
65 Gallon Solid Waste Barrel	\$ 144.81	\$ 229.58	\$ 318.05	\$ 405.62	\$ 493.86	\$ 582.10	\$ 674.73	\$ 57.35
96 Gallon Solid Waste Barrel	\$ 150.94	\$ 241.38	\$ 335.74	\$ 429.14	\$ 526.77	\$ 620.89	\$ 719.72	\$ 59.77
1 Yard Solid Waste Bin	\$ 217.64	\$ 330.67	\$ 452.13	\$ 635.58	\$ 753.24	\$ 870.89	\$ 1,050.75	\$ 86.19
2 Yard Solid Waste Bin	\$ 302.77	\$ 603.08	\$ 843.17	\$ 1,098.45	\$ 1,355.51	\$ 1,595.01	\$ 1,958.11	\$ 90.34
3 Yard Solid Waste Bin*	\$ 337.00	\$ 662.05	\$ 949.19	\$ 1,233.64	\$ 1,614.18	\$ 1,883.11	\$ 2,199.18	\$ 100.56
4 Yard Solid Waste Bin	\$ 513.38	\$ 890.23	\$ 1,282.68	\$ 1,765.46	\$ 2,173.13	\$ 2,547.10	\$ 3,091.39	\$ 153.18
6 Yard Solid Waste Bin	\$ 557.27	\$ 992.03	\$ 1,520.67	\$ 1,967.23	\$ 2,617.78	\$ 3,033.75	\$ 3,537.76	\$ 166.28
2 Yard Solid Waste Compactor	\$ 451.95	\$ 889.52	\$ 1,272.84	\$ 1,669.91	\$ 2,069.82	\$ 2,452.19	\$ 2,965.30	\$ 134.85
3 Yard Solid Waste Compactor	\$ 556.39	\$ 1,083.29	\$ 1,581.06	\$ 2,074.01	\$ 2,664.65	\$ 3,143.67	\$ 3,680.35	\$ 166.02
4 Yard Solid Waste Compactor	\$ 680.12	\$ 1,210.37	\$ 1,762.88	\$ 2,404.14	\$ 2,971.48	\$ 3,505.12	\$ 4,217.07	\$ 202.93
B. ADDITIONAL RECYCLING CONTAINERS								
65 Gallon Recycling Barrel	\$ 39.49	\$ 75.82	\$ 113.74	\$ 151.27	\$ 189.09	\$ 226.90	\$ 266.60	\$ 57.35
96 Gallon Recycling Barrel	\$ 42.12	\$ 80.88	\$ 121.32	\$ 161.35	\$ 201.69	\$ 242.03	\$ 284.38	\$ 59.77
1 Yard Recycling Bin	\$ 92.14	\$ 176.92	\$ 265.38	\$ 352.96	\$ 441.20	\$ 529.44	\$ 622.09	\$ 86.19
1.5 Yard Recycling Bin	\$ 105.32	\$ 202.20	\$ 303.29	\$ 403.37	\$ 504.22	\$ 605.07	\$ 710.96	\$ 90.34
2 Yard Recycling Bin	\$ 118.47	\$ 227.47	\$ 341.20	\$ 453.80	\$ 567.25	\$ 680.70	\$ 799.82	\$ 100.56
3 Yard Recycling Bin	\$ 131.64	\$ 252.75	\$ 379.11	\$ 504.22	\$ 630.29	\$ 756.34	\$ 888.69	\$ 153.18
4 Yard Recycling Bin	\$ 204.04	\$ 391.76	\$ 587.63	\$ 781.55	\$ 976.93	\$ 1,172.33	\$ 1,377.48	\$ 166.28
6 Yard Recycling Bin	\$ 227.08	\$ 435.98	\$ 653.98	\$ 869.79	\$ 1,087.24	\$ 1,304.68	\$ 1,533.00	\$ 134.85
2 Yard Recycling Compactor	\$ 230.36	\$ 442.31	\$ 663.45	\$ 882.40	\$ 1,102.99	\$ 1,323.58	\$ 1,555.21	\$ 166.02
3 Yard Recycling Compactor	\$ 296.19	\$ 568.67	\$ 853.01	\$ 1,134.51	\$ 1,418.13	\$ 1,701.76	\$ 1,999.57	\$ 202.93
4 Yard Recycling Compactor	\$ 329.10	\$ 631.87	\$ 947.79	\$ 1,260.56	\$ 1,575.70	\$ 1,890.85	\$ 2,221.74	\$ -
C. ADDITIONAL ORGANICS CONTAINERS								
65 Gallon Organics Barrel	\$ 52.66	\$ 101.10	\$ 151.65	\$ 201.69	\$ 252.11	\$ 302.54	\$ 355.47	\$ 57.35
96 Gallon Organics Barrel	\$ 56.16	\$ 107.84	\$ 161.76	\$ 215.13	\$ 268.92	\$ 322.70	\$ 379.18	\$ 59.77
1 Yard Organics Bin	\$ 122.86	\$ 235.89	\$ 353.85	\$ 470.60	\$ 588.26	\$ 705.91	\$ 829.45	\$ 86.19
1.5 Yard Organics Bin	\$ 140.42	\$ 269.59	\$ 404.38	\$ 537.84	\$ 672.30	\$ 806.76	\$ 947.95	\$ 90.34
2 Yard Organics Bin	\$ 157.97	\$ 303.30	\$ 454.93	\$ 605.07	\$ 756.34	\$ 907.60	\$ 1,066.43	\$ 100.56

*City-approved "default" service (includes bundled 3-yard Solid Waste Bin service, 1.5-yard Recycling Bin service, and 96-gallon Organic Cart service).

Exhibit C (Continued)
Maximum Service Rates - Commercial (Gross)
Effective January 1, 2024

Container Size	Collection Frequency							Extra PU
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week	7X Week	
D. DISTANCE AND LOCK-LID SERVICES								
Push Svc (Per 10') - Per Container per Month	\$ 14.30	\$ 28.61	\$ 42.89	\$ 57.20	\$ 71.51	\$ 85.81	\$ 100.11	\$ 3.58
Scout Service - Per Container per Month	\$ 55.42	\$ 110.85	\$ 166.27	\$ 221.65	\$ 277.10	\$ 332.50	\$ 387.90	\$ 13.86
Lock-Lid Service - Per Container per Month	\$ 25.04	\$ 50.06	\$ 75.08	\$ 100.11	\$ 125.12	\$ 150.14	\$ 175.16	\$ 6.26
Back-Out (Per 50') - Per Container per Month	\$ 25.04	\$ 50.06	\$ 75.08	\$ 100.11	\$ 125.12	\$ 150.14	\$ 175.16	\$ 6.26
E. EMPTY CONTAMINATED CONTAINER								
Any Size Recycling or Organics Container - Per Empty								\$ 47.74
F. EMPTY OVER-FILLED OR OVER-WEIGHT CONTAINER								
Any Size / Any Type Container - Per Empty								\$ 47.74
G. BULKY ITEM PICKUP								
Solid Waste Collection Rate - Per First Item								\$ 52.08
Solid Waste Collection Rate - Per Each Additional Item								\$ 43.40
H. ROLL-OFF SERVICE								
40 CY Box Collection - Per pull + Disposal Charge								\$ 436.84
10 CY Box Lowboy Collection - Per pull + Disposal Charge								\$ 436.84
Compactor Collection - Per pull + Disposal Charge								\$ 634.53
Disposal - Trash Processed								\$ 135.00
Disposal - Trash Transferred								\$ 100.00
Disposal - Recycling Processed								\$ 85.00
Disposal - Organics Processed								\$ 150.00
Disposal - Constructon & Demolition Debris Processed								\$ 110.00
I. OTHER								
Cart Cleaning - Per Cart Per Occurrence								\$ 32.98
1 CY - 4 CY Bin Cleaning - Per Bin Per Occurrence								\$ 99.00
5+ CY Bin Cleaning - Per Bin Per Occurrence								\$ 99.00
Additional Bin or Cart Exchange - Per Bin or 3 Cart Set Per Occurrence								\$ 123.71
Additional Bin or Cart Replacement - Per Container Per Occurrence								\$ 123.71
Ancillary Services (see Exhibit E - incorporated herein by reference)								See Exh E

[Amendment Attachment 4]

Exhibit D

COD Rate Schedule

**Exhibit D
Maximum Rates - COD (Gross)
Effective January 1, 2024**

High Side Trash - Includes 5 Tons Disposal	\$ 975.48
Low Boy Trash - Includes 3 Tons Disposal	\$ 975.48
Disposal per ton over limit - Trash Processed	\$ 135.00
Disposal per ton over limit - Trash Transferred	\$ 100.00
Disposal per ton over limit - Recycling Processed	\$ 85.00
Disposal per ton over limit - Organics Processed	\$ 150.00
Disposal per ton over limit - Construction & Demolition Debris Processed	\$ 110.00
Temp Bin Delivery	\$ 142.68
Temp Bin Empty	\$ 86.57
Wash Container - Per Occurrence	\$ 122.96
Relocate Container - Per Occurrence	\$ 122.96
Dry Run Charge - Per Occurrence	\$ 122.96
Roll-Off same-day expedited service - per occurrence	\$ 72.34

[Amendment Attachment 5]

Exhibit E

Ancillary Services Rate Schedule

Exhibit E
Maximum Service Rates - Ancillary Services (Gross)
Effective January 1, 2024

A. ADMINISTRATIVE CHARGES	
Returned Item Fee - Per Occurrence	\$ 35.00
Late Fee - Per Month (\$5.00 Minimum)	1.50%
Credit Hold Fee - Per Occurrence	\$ 39.50
Restarting Discontinued Service due to Non-payment - Per Occurrence	\$ 39.84
Redelivery of Containers due to Non-payment - Per Bin or 3 Cart Set Per Occurrence	\$ 123.71
Return Trip (residential/commercial missed pick-up due to customer - on scheduled service day) - per occurrence	\$ 27.50
Service Charge for more than one service-level change per year - per occurrence	\$ 37.50
IRV-Phone Payment Fee - per occurrence	\$ 7.50
B. ADDITIONAL COLLECTION CHARGES	
Tires (depends on size and type - minimum fee) per tire per occurrence	\$ 50.00
Appliances containing freon - per appliance per occurrence	\$ 75.00
C. CONTAINER MAINTENANCE CHARGES	
Container exchange (residential/commercial) - per 3 barrel set or per bin per occurrence	\$ 37.50
Container cleaning (residential/commercial) - per 3 barrel set or per bin per occurrence	\$ 37.50
Container replacement (residential/commercial due to customer damage) - per container per occurrence	\$ 119.00
Damage Charge - per occurrence	\$ 119.00
D. ADDITIONAL CHARGES	
Access fee (unlocking gates, access via security office or intercom, etc.) - per entry per month	\$ 25.00
Bin enclosure clean-up - per occurrence	\$ 59.00
Container relocation (residential/commercial) - per container per occurrence	\$ 37.50
Driver stand-by or delay time - per each 15 minutes of delay time	\$ 47.50

[Amendment Attachment 6]

Exhibit F

SB 1383 Program

1. **Program Summary.** As provided herein, Contractor shall (i) provide account site visits and reviews, and the tracking thereof; (ii) support City public education and outreach efforts; (iii) meet with CalRecycle staff; (iv) provide Organic Waste tonnage data to both City and CalRecycle; and (v) provide Organic Waste Collection service.

2. **Acceptable Materials.** Notwithstanding any provision in this Agreement to the contrary, the Recyclable Materials that are to be accepted for collection by Contractor are set forth in Exhibit F-1 and the Organic Waste materials that are to be accepted for collection by Contractor are set forth in Exhibit F-2. City and Contractor agree that the list of acceptable Recyclable Materials and/or Organic Waste may be modified from time to time with the written approval of City.

3. **Service Changes.** Contractor may reduce or increase any Organic Waste service level, including service frequency and Container types, based on inspection, audit, or review at any time, subject to City review and disapproval. Contractor may assess additional charges for Organic Waste services above the default service level and/or above the minimum collection frequency for a given customer.

4. **Waivers.** City may provide waivers from some or all of the Organic Waste requirements specified under applicable law as follows: (i) upon application by a Customer, City may grant “de minimis waivers” as specified in Section 5-3.85(a) of the City of Lomita Municipal Code; (ii) upon application by a Customer, City may grant “physical space waivers” as specified in Section 5-385(b) of the City of Lomita Municipal Code; (iii) in the event of a disaster, City may grant Contractor a waiver of some or all discarded materials collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle; (iv) Contractor may, but is not required to, separate or recover Organic Waste that City removes from homeless encampments and illegal disposal sites as part of an abatement activity to protect public health and safety; (v) Contractor may dispose of rather than process specific types of Organic Waste and/or Recyclable Materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to transport the materials to facilities designated by Contractor for such material; and/or (vi) upon application by a Customer, City may grant any additional waivers permitted by state law or regulations adopted or implemented after January 1, 2024. City and Contractor shall meet and confer prior to City granting any waiver under subsection (vi) to discuss impacts to Contractor and implementation of the waiver process. City’s Public Works Department in conjunction with the City’s Code Enforcement Division will be responsible for review and approval of waivers hereunder. Contractor shall not charge any Customer for the portion of services to which the Customer receives a waiver hereunder.

5. **Education and Outreach.** Contractor shall provide education and outreach activities and to create and disseminate educational materials to customers in compliance with 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide the education information required in 14 CCR Section 18985.1 by providing regularly scheduled notices, education materials, billing inserts, or other information disseminated to customers. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

6. **Reporting.**

A. **Implementation Record.** Notwithstanding any provision in this Agreement to the contrary, Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste Collection services performed by Contractor and assist City in reporting such information.

B. **Annual Report.** As part of its obligations with respect to the foregoing and under Section 13 of the Agreement, Contractor shall provide an annual report of the information identified in 14 CCR Section 18994.2, which shall include, but not be limited to the following information to the extent in the possession of Contractor: (i) the tons of Organic Waste collected by route, with map of routes; (ii) the total number of Generators that receive each type of Organic Waste Collection service provided by Contractor; (iii) the number of Organic Waste Collection Containers distributed by size and customer type; and (iv) annual totals of Organic Waste processed including facility name and location. Contractor shall provide other records to City within ten (10) business days of a request.

C. **Access to Records.** Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to validate Contractor performance in accordance with the Organic Waste program specified in this Exhibit F. City reserves the right to require Contractor to periodically submit all reports and information by electronic means in a format approved by the City. The City also reserves the right to require Contractor to periodically electronically transfer Customer data to a City-selected web-based software platform.

7. **Provision of Recovered Organic Waste Products.** Upon request of City, Contractor will meet and confer with City to discuss an amendment intended to establish a program that would be designed to assist the City in securing sufficient quantities of Compost and/or, if commercially available to Contractor, California-derived Renewable Natural Gas ("CRNG"), to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR § 18993.1.

8. **Container Color and Labeling.**

A. **Container Color.** Notwithstanding any provision in this Agreement to the contrary, all containers provided by Contractor to customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet

degradation, and the lids and bodies shall be uniform for each Container type, as follows: (i) Refuse Container bodies and/or lids shall be black or gray; (ii) Recyclable Materials Container bodies and/or lids shall be blue; and (iii) Organic Waste Container bodies and/or lids shall be green. Hardware such as hinges and wheels on the containers may be a different color than specified herein.

B. Container Labeling. No later than January 1, 2024, Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new container that has been provided by Contractor to a Customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that container. Imprints or labels shall clearly indicate items that are Prohibited Container Contaminants, as defined in Section 10(A) of this Exhibit F, for each Container.

C. New or Replaced Containers. Except as expressly provided herein, nothing in this Agreement shall be construed as requiring Contractor to replace Containers in good working condition that comply with 14 CCR Section 18984.7 and 14 CCR Section 18984.8 as of January 1, 2024.

9. Route Reviews. Contractor shall on a quarterly basis, commencing January 1, 2024, conduct Contractor route reviews for Prohibited Container Contaminants, as defined in Section 10(A) of this Exhibit F, consistent with and as defined in 14 CCR Section 18984.5(b) in a manner deemed safe by Contractor. Containers may be randomly selected along hauler routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

10. Facilities Waste Evaluations. Contractor shall at least twice per year but no more than quarterly, commencing January 1, 2024, conduct waste evaluations that meet the requirements of 14 CCR Section 17409.5.1 with respect to waste delivered to a Contractor-owned or -controlled facility or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies. City maintains the right to observe, or hire a third party to observe, the waste evaluations.

11. Contamination Protocols. Contractor shall implement protocols, as specified herein, to prevent the contain nation of Prohibited Container Contaminants.

A. Definition. For the purposes of this Agreement, “Prohibited Container Contaminants” means the following: (i) discarded materials placed in a blue Container that are not identified as acceptable source separated Recyclable Materials; (ii) discarded materials placed in the green Container that are not identified as acceptable source separated Organic Waste; (iii) discarded materials placed in the gray or black Container that are acceptable source separated Recyclable Materials and/or source separated Organic Waste to be placed in the City’s green and/or blue Containers; and, (iv) non-Solid Waste items placed in any Container.

B. First and Second Events. Upon the first and second discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the contaminated waste if safe to do so, treat the waste as Refuse for handling and billing purposes, and affix a “Contamination Violation Notice” to any Container with

contaminated waste. Contractor shall also report issuance of any such notices to City. The Contamination Violation Notice will contain instructions on the proper procedures for sorting waste. Contractor must also notify the Customer of the following: (i) for the third and subsequent discovery of Prohibited Container Contaminants, the Customer may be charged a contamination fee for each contaminated Container, and (ii) for the fifth and subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a contamination fee for each contaminated Container, and Contractor may increase the size of the Customer's container or require an additional container(s). Contractor must also attempt to contact the Customer if it appears customer does not have the appropriate level of service for proper collection Refuse, Recyclable Materials, and Organic Waste.

C. Third and Fourth Events. Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the contaminated waste in the contaminated Container(s) if safe to do so, treat the waste as Refuse for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated Container. Contractor may also elect to charge the then-maximum contamination fee for the discovery of Prohibited Container Contaminants. For any assessed contamination fee, Contractor must provide digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants to the Customer and City.

D. Five or More Events. Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will collect the contaminated waste in the contaminated Container(s) if safe to do so, treat the waste as Refuse for handling and billing purposes, and charge a contamination fee for each event. For any assessed contamination fee, Contractor must provide to the Customer and City digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants. Upon five (5) business days' notice to City and the Customer, Contractor may (i) increase the size of the customer's Container, require additional containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a contamination fee equal to fees for a period of six (6) months or until the Customer has demonstrated Prohibited Container Contaminants are not in Containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending customers.

E. Disputes. If a Customer disputes, in writing, an assessment of a contamination fee within 30 days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the City Manager to resolve the dispute. A request by Contractor to the City Manager to render a decision on any such dispute must be filed within ten (10) business days of receipt of a customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the City Manager will rule on the dispute within ten (10) business days, and the City Manager's decision resolving the dispute between the Customer and Contractor will be final.

12. Edible Food Recovery.

A. Identification of Commercial Edible Food Generators. No later than January 1, 2024 and annually every January 1 thereafter, Contractor shall assist City in identifying customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator, as defined in the SB 1383 Ordinance, and provide to City a list of such customers, which shall include the following information: customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

B. Identification of Edible Food Recovery Organizations. To support City's efforts to promote Edible Food Recovery programs, as defined in the SB 1383 Ordinance, Contractor shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information about Edible Food Recovery on Contractor's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Contractor's website.

C. Maintain and Promote Listings. Collector shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators, as defined in the SB 1383 Ordinance, regarding City's Edible Food Recovery programs.

13. Organic Waste Ordinance; Enforcement. No later than the Amendment Effective Date, City will adopt and enforce an Organic Waste ordinance that complies with SB 1383 and its implementing regulations, as applicable. Contractor shall coordinate with City by providing, upon City request, notice to City of any and all persons refusing Organic Waste services. Contractor shall cooperate with City in implementing the Organic Waste ordinance and shall provide support to the City in establishing the administrative record of Contractor's outreach, education, site visits, and communications with any Customers that may ultimately be subject to City enforcement. City shall bear the responsibility for code enforcement actions such as notices of code violation and assessment of penalties per the Organic Waste ordinance. Contractor shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of Customers to accept Organic Waste services, including any waivers granted in accordance with this Exhibit F, or (ii) the suspension or termination of services upon nonpayment in whole or in part by Customers, provided Contractor reports such instances of noncompliance or nonpayment to City for code enforcement.

14. SB 1383 Guarantee. Upon notice from City, Contractor shall be deemed in material breach of the Agreement subject to at least thirty (30) days to cure, in the event CalRecycle determines that the requirements of SB 1383 have not been satisfied: (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor's delay in providing information required under this Agreement that prevents City from submitting reports to CalRecycle in a timely manner (alternatively, a "Noncompliance Event"). Upon any Noncompliance Event, City shall be entitled to the reimbursement of penalties and/or fines assessed by CalRecycle against City to the extent the penalties and/or fines arise from the Noncompliance Event. Contractor shall further defend, indemnify and hold City harmless from any related administrative or legal action to the extent such action arises from a Noncompliance Event. Notwithstanding other provisions of this Agreement, Contractor's obligations hereunder shall be limited by Public Resources Code Section 40059.1.

EXHIBIT F-1
LIST OF ACCEPTABLE RECYCLABLE MATERIALS

PLASTICS

- Plastics number 1 as bottle or clamshell
- Plastics numbers 2, 4, 5, and 7
- Soda, juice, and water bottles
- Beverage and detergent jugs

METALS

- Aluminum foil and pie tins (clean)
- Scrap metal
- Steel cans, dishware, etc.
- Tin and aluminum cans

PAPER

- Paper (clean and dry, white and mixed color)
- Envelopes
- File folders (paper only)
- Junk mail and magazines
- Newspaper
- Paper grocery bags
- Telephone books

Acceptable (but may not be recycled):

- Cereal boxes (no plastic insert)
- Egg cartons (paper only and clean)
- Frozen food boxes
- Soup, milk, and juice cartons

CARDBOARD (or similar)

- Cardboard and corrugated boxes

GLASS

- Amber, green, and mixed-color glass
- Clear food glass jars
- Soda, tea, and liquor bottles

No window glass, porcelain, or non-food-related glass.

EXHIBIT F-2
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with - plastic, wax, or bioplastic coating, liner, or laminate.*

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

[Amendment Attachment 7]

Exhibit G

Street Sweeping

1. **Street Sweeping Services.** Contractor shall provide street sweeping services, as specified herein, during the Term in accordance with the terms and conditions of this Agreement. The primary objective of street sweeping is to pick up all debris to ensure the free flow of water in the gutter, reduce materials entering the storm drain system, and to maintain the streets in a state of cleanliness. Contractor will perform services in the in accordance with street sweeping maps, driving routes, and schedules proposed by Contractor and subject to the approval of the City Council or the Public Works Director, as designee of the City Council, which shall not be unreasonably delayed, conditioned, or denied by Contractor or City (“Approved Sweeping Plan”).

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

3. **General Requirements.**

a. **Definitions.** For the purposes of this Exhibit G, the definitions provided herein shall apply: (i) “Streets” shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City; (ii) “Debris” shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper; (iii) “Curb-mile” means a swept path not less than eight (8) feet wide for a cumulative total length of 5,280 feet; and (iv) “Roadbed” means entire street pavement from curb to curb. (v) “Street Sweeping Driving Route” means Contractor’s planned path driven by the sweeper; (vi) “Street Sweeping Schedule” means the days and times posted by the City on streets available for sweeping and no parking.

b. **Hand Sweeping/Vacuuming.** Contractor shall remove all visible debris along curbs and medians. Some cul-de-sacs and parking lots require hand sweeping of the corners or vacuumed into the sweeper.

c. **Scheduled Machine Street Sweeping.** Regular machine sweeping of streets shall be accomplished in accordance with this Exhibit G. The sweeper shall not limit the number of times that the sweeper debris hopper is emptied for any given route. Sufficient water must be used to prevent visible dust.

d. **Business Hours.** For the purposes of this Exhibit G, business hours shall be considered from 6:00 a.m. to 4:00 p.m. Monday through Friday.

4. **Required Services.**

a. **City Parking Lots.** The following City-owned parking lots are to be swept on a weekly basis: (i) City Hall/County Building and Safety and Hazardous Materials/County Library parking lot located southeast of the intersection of Narbonne Ave. and 242nd St.; (ii) the City-owned parking lot located at the northeast corner of Narbonne Ave. and 245th St.; (iii) the series of “angled parking stall-parking lots,” in addition to and including the accessible locations of their collective contiguous drainage channel (both the angled parking stall-parking lots and the drainage channel are located along the west side of Narbonne Ave., spanning from approximately the northern border of the City to the intersection of Narbonne Ave. and Lomita Blvd.); (iv) City lot on the west side of Narbonne Ave.; (v) two City lots on Eshelman at Lomita Park; and (vi) City lot at the Railroad Museum.

b. **Items of Excessive Size; Obstructions.** Items of excessive size, such as cardboard, palm fronds, large rocks, etc., shall be physically picked up if Contractor is able to do so and placed in the sweeper by Contractor. Sweeping shall normally consist of a single pass over an area. Additional passes shall be made as necessary when conditions warrant special attention. Debris collection may require more than one pass in order to sufficiently clean the street. In addition, if a sweeper is unable to capture debris around or adjacent to a bulb out, Contractor shall be required to physically pick up and remove debris or move debris into the path of the sweeper to ensure removal from the area being swept. Notwithstanding the foregoing, Contractor is not responsible for areas missed due to parked cars or other personal property.

c. **Topographic Elevation; Mud or Excessive Rain.** The City possesses topographical elevation changes that will create additional surface runoff during the rainy season. Contractor should provide equipment capable of cleaning with a brush, when City requests the service, under conditions that produce mud or excessive rain-related debris carried onto the streets. In particular, this scenario has historically occurred on the streets immediately south of Pacific Coast Highway, such as Hillworth Ave., Saddle View Rd., Pennsylvania Ave., Viana Ave., Cypress St., Lucille Ave. and Narbonne Ave.

d. **NPDES Permit.** City, related to the National Pollution Discharge Elimination Systems (NPDES) permit, does have high priority storm drains for cleaning drains. City intends Contractor to be able to adequately clean the streets that directly feed the storm drains, in particular, and it is these streets that would likely be the prime candidates to receive extra non-emergency work in times when additional debris collects.

e. **Extra Sweeping.** There shall be a maximum two-hour response time for emergency sweeping. Emergency sweeping constitutes OAW, as defined in Section 5(c) of this Exhibit. Non-emergency sweeping shall take place no later than the same or next business day after requested by the City or the scheduled date. City may on occasion have need for sweeping services for sidewalks or the downtown area. Such work shall also constitute OAW.

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

g. Equipment Failure. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, Contractor shall make every reasonable effort to provide services during the schedule time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity on the same day, without impacting the existing, established schedule or causing additional neglect to streets requiring sweeping on the designated day within the designated time frames. In the event that equipment or operator failure results in designated streets being neglected and, Contractor shall be responsible for recording and reporting the neglected sweeping noted in a "Deficiency/Missed Area Report."

h. Areas to be Cleaned. All City streets including arterial, collector, industrial, residential and commercial, cul-de-sacs, alleys, parking lots, and median curbs shall be swept. The frequency shall be once per week, twice per month, or once per month according to the Approved Sweeping Plan . The entire length of all curbs (including bulb outs, median curbs and curb returns), uncurbed pavement edges, painted (2-way) left turn lanes and flush concrete or paved median noses shall be swept each time the associated street is swept. The entire area of each intersection shall be swept. The balance of each street shall be swept as needed. In any case, no debris shall be left on the street pavement after sweeping is completed.

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

5. Changes in Services.

a. Additional Services. Additional services may include emergency call-outs or other instances as requested by the Public Works Director, or designee. Such services will be requested orally or in writing at least twenty-four (24) hours in advance, whenever practical, except for emergency call-outs. No request for additional services shall necessitate the simultaneous assignment of more than one (1) sweeper unless a greater number is agreeable to Contractor. Such requests shall constitute OAW, as specified in Section 5(c) of this Exhibit.

b. Changes in Services. City may elect to increase or decrease the frequency or amount of street sweeping services. Contractor may agree to any such increase in writing. A net increase in curb-miles, the rate of additional miles, or added time shall constitute OAW, as specified in Section 5(c) of this Exhibit.

c. Other Associated Work. If circumstances exist that require work not specifically provided for in this Exhibit, City may request Contractor to perform such other associated work ("OAW"). When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of City and

Contractor. Examples of OAW include: performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, City requested clean-up services, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance. Contractor shall be reimbursed for such services at its then-current hourly rates.

6. Schedule of Performance.

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

b. Hours. Standard operating hours for sweeping under this Exhibit shall be determined by the City and the Contractor in accordance with Approved Sweeping Plan. Contractor shall complete all sweeping as scheduled; mechanical failure due to a failure to adequately maintain equipment or personnel problems shall not be the acceptable reason for failure to perform services. No changes to the sweeping schedule will be allowed without the prior approval of City.

c. Holidays. All sweeping is to be completed according to the Approved Sweeping Plan, except on the following holidays: New Year's Day, January 1; Martin Luther King Jr. Day; President's Day; Memorial Day; Independence Day, July 4; Labor Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving Day; Christmas Day, December 25; December 26; December 27; December 28; December 29; December 30; and December 31.

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

8. Disposal and Recycling of Materials. Contractor shall transport and dispose of all sweeping in accordance with all City, County, State, and Federal requirements. To the extent possible, Contractor shall divert or compost all street sweepings from landfills. Contractor shall report on a monthly basis the tonnage of sweepings collected and the tonnage disposed of at a composting or recycling center and the name and address of the facility. Upon City's request, Contractor shall also provide City with the pertinent information from the composting or recycling facility certifying the percentage of material processed that is disposed at landfill and where is material sent after collection and processing at the facility.

9. Street Sweeping Equipment.

a. Operation. Street sweeper speed and broom pattern shall be in accordance with the manufacturer's recommendations. While operating, street sweepers at work shall not exceed a maximum speed of 7 mph; sweepers when driven shall have a maximum of the posted speed limit.

b. Standard Equipment. Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City streets of paper, dirt, rocks, leaves and debris.

c. Maintenance. Contractor shall maintain all equipment. Equipment should be clean and in good mechanical condition, uniformly painted and numbered.

d. Alternative Sweeper. Contractor shall provide a minimum of one (1) relief sweeper for each sweeper planned to be used to perform the contract work.

e. Cleaning. Contractor shall have all sweepers return to the Contractor's yard for washouts and hopper cleaning.

f. Vehicle Specifications. All equipment shall be: (i) standard full size motorized street sweeper with a dual cutter broom; (ii) an air regenerative sweeper equal to or larger than a Tymco 600, or shall be a vacuum sweeper with equal pick up capabilities, with dual gutter brooms; (iv) maintained in top running condition, including arriving clean, in proper working condition, and fueled for each daily schedule; (v) equipped with an electronic or mechanical tachograph capable of recording sweeping speed, start-stop, operating time, and non-operating or travel time; (vi) equipped with a mechanically or magnetically attached sign on each side of sweeper reading "This sweeper is under contract with the City of Lomita" and the sweeper shall also be identifiable with the company name and phone number on each side along with office telephone number; and (vii) alternative equipment may be used for specific areas (i.e. narrow streets and alleys) if approved by the Director of Public Works or designee.

g. Inspections. Contractor's equipment shall be subject to inspection by the Director of Public Works or designee and upon notification in writing to Contractor that any equipment does not comply with the standards herein, such equipment shall be removed from service by the Contractor and not again so used until inspected and approved in writing by the Director of Public Works or designee.

h. Lighting. All vehicles shall be equipped with an operational rotating amber light when parked or used on public streets. Contractor shall use light warnings instead of loud sound signals except where required by law for the protection of personnel.

i. Water for Dust Control. Contractor shall provide sufficient water for use street sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to Contractor provided a metering device is used to record usage. Contractor is to coordinate with the Public Works Director in advance to identify the regular location(s) for water access. Access to water/hydrants without a meter is prohibited. All water provided by the City must be metered by devices rented (with deposit) to Contractor. Contractor shall bring any such metering devices to the City's Public Works Yard to be read at a date to be determined by the Public Works Director. Contractor shall comply with all rules and regulations of the City relating to the use of water. Failure to comply may result in City's refusal to furnish water to the Contractor. If Contractor obtains water outside of the City water service area, the Contractor is responsible for payment to water purveyor. Within the City, Cal Water provides water service to a small region in the southwestern section (Palos Verdes Dr. northwest of Western, Via Madonna, Via Marquette, Rolling Vista Dr., etc.) of City. To the southeast of Western and Palos Verdes Dr. N., L.A. Department of Water and Power (DWP) has limited service. Contractor shall not obtain water from a provider that is not the City without prior approval of the City. If Contractor obtains water from a provider that is not the City, Contractor is responsible for

obtaining and paying for the water except in such circumstances where the City no longer provides water to Contractor at no cost to Contractor, in which case the City will reimburse Contractor for the cost of procuring water from the City or a replacement provider, as applicable. The magnetic sign stating service being provided under an agreement with the City shall be visible while obtaining water from hydrants.

10. **Special Equipment.** Contractor shall have all sweepers servicing City equipped with a GPS Navigation System which provides: real-time GPS tracking of vehicles with a maximum update time of three (3) minutes; historical GPS data by vehicle for a minimum of sixty (60) days; speed monitoring of vehicle; and report capability on demand, to provide activity data, route, start/stop times and locations, idle time, speed record by day or route.

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

12. **Traffic Counters.** City may at various times and locations temporarily install portable traffic counting equipment of the type which is activated by vehicles coming in contact with a hose placed in the roadway. Caution shall be used by Contractor to avoid damaging said equipment. If Contractor, while in the performance of its contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, Contractor shall bear the entire cost for the restoration, repair, inspection, testing or replacement of said damaged equipment. City will endeavor to let the Contractor know of the location of any such equipment it has requested to be placed in the roadway.

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

14. **Contractor/City Communication.** Contractor shall establish and maintain an office and have an authorized Supervisor as the point of contact for communications with City for street sweeping. Contractor's office shall have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by City. Contractor shall respond and provide emergency service within three (3) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

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

16. **Damage.** Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages solely caused by his/her

actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor

17. **Contractor's Employees.**

a. **Appearance.** Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

b. **Driver's License.** Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License as applicable issued by the State of California.

c. **Removal.** Should for any reason an employee be unsatisfactory in the opinion of City, Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory employee. Prior to returning a removed employee to work, Contractor shall provide in writing the reason for the individual's behavior and the means used to prevent this behavior from occurring again. Failure of the Contractor to prevent, prohibit, or resolve problems with its employees working within the City will result in sweeping operations being suspended until further notice, and cause for contract termination.

d. **Suspension; Employee Misconduct.** City may enter a contract with another party for street sweeping services during such a suspension, and the Contractor will be liable for all costs. A review for possible termination of this Exhibit will be initiated by City if Contractor has three (3) incidents of employee misconduct any time during the first five years of approved contract for street sweeping services.

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

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

g. **Emergency Telephone Numbers.** Contractor shall provide the City throughout the duration of this agreement at least two (2) telephone numbers of qualified persons who can be called anytime the Supervisor is not immediately available. An emergency 24-hour

number shall also be provided. The emergency number shall be to contact a representative of Contractor who can take the necessary action required to alleviate an emergency condition.

18. **Sweeping Practices.** Contractor shall at all-time use good sweeping practices as dictated by standards within the sweeping industry and will make adjustment to its equipment as necessary. Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall clean up any such spillage, dropping, or scattering.

a. **Speed; Speed Monitoring.** Sweeping speed shall be adjusted to street conditions with a maximum speed of seven (7) miles per hour. Patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of three (3) miles per hour. City may require the installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping. The City may consider alternate speeds if manufacturer's recommendation and industry standards state that alternate speeds are safe and effective.

b. **Parked Cars.** Sweepers shall be operated as close to parked cars or other obstacles as safety allows.

c. **Barriers; Warnings.** The Contractor shall provide all labor, materials and equipment to install barriers advising the public of hazards due to cleaning. Upon completion of the work, Contractor shall promptly remove all signs and warning devices. Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, City may direct attention to the existence of a hazard. The necessary warning and protective ensures shall be furnished and installed by Contractor, at Contractor's expense.

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

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

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

19. **Routes and Schedules; Changes.** The sweeper shall stay off of private streets. Changes to the Approved Sweeping Plan require approval of the City Council or designee. The Approved Sweeping Plan shall be provided to the City no later than fourteen (14) days prior to changes in operation. City reserves the right to request changes in routing or hours of operation at any time, subject to the agreement of Contractor. Any changes to the Approved Sweeping Plan shall include a version and date approved by the City to avoid confusion. The most current Approved Sweeping Plan shall be carried in the sweeper.

20. **Construction-Related Problems and Storm Debris.** Dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of Contractor if

located within five hundred (500) feet of an identified construction site, and is reported to City when discovered, provided Contractor is required to clean all dirt and debris carried by traffic to areas beyond the foregoing limit. Storm clean-up and sweeping must be completed as soon as possible. Night sweeping may be permitted for normal storm cleanup, if authorized by the City

21. **Records and Reports.** A report shall be submitted to the City, monthly, comprising the following:

a. **Daily Log Report.** Contractor shall keep a daily log of all streets swept and a description of any special services performed. The log shall be signed by Contractor on a daily basis. Each month, a report shall be prepared from the daily log giving a brief description of all routine special and emergency activities. The log should also include data such as date, time, and speed with which sweeping occurred each day.

b. **Deficiency/Missed Area Report.** Contractor is required to correct any deficiencies in sweeping and state the reason. Recurring deficiencies will require a corrective action plan.

c. **Emergency Calls.** The Contractor shall maintain a log of emergency calls for the City, and information shall be submitted to the City, as part of the monthly report, in an easy to read format.

d. **Amount of Debris.** Contractor shall maintain a separate measurement and record detailing the amount of debris collected and disposed during sweeping activities. This information, required as part of City's NPDES permit, must be submitted to City, as part of the monthly report, in a tabulated, easy to read format.

e. **Recycled Debris.** Contractor shall maintain a separate measurement and record detailing the amount of debris deposited at a composting or recycling facility. The record shall also identify the name and address of the facility along with other required information. This information shall be submitted to City, as part of the monthly report, in a tabulated, easy to read format.

f. **Complaints.** Complaints received by City regarding Contractor's performance will be transmitted to Contractor's office in writing, by telephone, or email, and handled by the Contractor's supervisor. All complaints are to receive a follow-up response within twenty-four (24) hours following notification of Contractor. A report of Contractor's investigation and the corrective action taken shall be made promptly by Contractor to the Public Works Director. Repeat complaints may be handled by a joint visit to the site by a City Inspector and Contractor's supervisor. Complaints received directly by Contractor shall be submitted in writing electronically to City on the day such complaints are received. Contractor shall maintain a log of complaints received and (both via City staff and directly by Contractor) and corrective actions implemented which shall be submitted to City each month.

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

22. **Restoration and Repair, Obstructions and Clean Up.** Contractor shall become familiar with all existing installations, both public and private, on the work site and shall provide adequate safeguards to prevent damage to existing structures and improvements. All fences, wall, slopes, landscaping, and other obstructions which are removed, damaged, or destroyed in the course of work shall be replaced and/or repaired, at the Contractor's expense, to the original condition.

23. **Spills Material or Equipment Spills.** The Contractor shall make additional passes on street routes to pick up any spillage of sweeping materials, debris dropped during turns, or crossing of cross gutters prior to moving to the next area. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of diesel, motor oil or hydraulic oil. A call for assistance must be made by the operator and the area cleaned within two hours. If it is determined by the Public Works Director, or his designee, that the Contractor has failed to execute a proper cleanup, any/all costs incurred by City will be billed in invoice to Contractor.

24. **Stormwater BMPs, Training, and Documentation.** Contractor shall comply with stormwater-related training required under Municipal NPDES Permit No. CAS004004. This may involve implementing and maintaining specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall ensure they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect to the City.

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

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

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

28. **Hazardous Waste.** Contractor shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing street sweeping services, any suspected Hazardous Waste is encountered, Contractor shall immediately report the location to the City, and any other responsible agency.



September **, 2023

**CITY OF LOMITA - NOTICE OF PUBLIC HEARING
TO CONSIDER A PROPOSED INCREASE IN RATES FOR SOLID WASTE SERVICE
CHARGES**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lomita (the “City”) will conduct a Public Hearing on **November 7, 2023, at 6:00 p.m., in the Council Chambers at 24300 Narbonne Avenue**, or as soon thereafter as the matter may be heard, to consider: (1) adopting CPI-related adjustments to all rates and charges for solid waste collection and disposal applicable to the Assessor Parcel Number for which you are shown as the property owner and/or tenant for the period January 1, 2024, to June 30, 2028, pursuant to Government Code Section 53756; (2) for residential rates, authorizing a 5.5% increase to cover increases in costs (per the attached rate sheets) and; (3) for multi-family residential and commercial rates, an increase of 8.5% to cover increases in costs (per the attached rate sheets). If approved, these rates, charges, and adjustments will be effective January 1, 2024.

PROPOSED SOLID WASTE RATES AND CHARGES

**(INFLATION AND OTHER RATE ADJUSTMENTS FOR THE PERIOD
JANUARY 1, 2024, to JUNE 30, 2028)**

All current solid waste service rates include a collection and a disposal component. In accordance with the franchise agreement, the proposed rate adjustments would cover the period from January 1, 2024, through June 30, 2028, as follows:

1. For the 2023–2028 period (specifically January 1, 2024, to June 30, 2028), the overall rate increase including both the collection and disposal components is as follows: (1) for residential rates, a 5.5% increase to cover increases in costs and; (2) for multi-family residential and commercial rates, an increase of 8.5% to cover increases in costs.
2. For the 2024–2028 period (specifically July 1, 2024, to June 30, 2028), on an annual basis, the City may authorize annual inflation adjustments in solid waste service fees, rates, & charges, reflecting increased costs of providing such services. The annual adjustment shall be the sum of the percentage increase of the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHGO2) U.S. City Average (not seasonally adjusted), as the same may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics (“Trash CPI”) for the 12-month period from March of the current year to March of the prior year, plus one percent (1%) (i.e., Trash CPI+1%). Thirty days prior to any adjustment pursuant to the schedule, customers will receive a notice to that effect before implementation of the new rates.

These adjustments are reflected in further detail in Exhibit “A” to this Notice. If approved, these increased rates will be effective January 1, 2024.

The automatic inflationary adjustments noted above are authorized pursuant to Government Code Section 53756.

PUBLIC HEARING AND PROTESTS

Any property owner or any tenant (i.e., a customer of record) directly responsible for the payment of solid waste service fees may submit a written protest to the proposed rate changes to the City’s solid waste service rates; provided, however, only one protest will be counted per identified parcel. Any written protest must: (1) state that the identified property owner or customer of record is in opposition to the proposed solid waste rate changes; (2) provide the location of the identified parcel (by assessor’s parcel number or street address); and (3) include the name and signature of the property owner or customer of record submitting the protest. Written protests may be submitted by mail or in person to the **City Clerk at 24300 Narbonne Avenue, Lomita, CA 90717**, or at the Public Hearing (date and time noted above), provided they are received prior to the conclusion of the public comment portion of the Public Hearing. Any protest submitted via e-mail or other electronic means will not be accepted. Please identify on the front of the envelope for any protest, whether mailed or submitted in person to the City Clerk, **Attn: Public Hearing on Solid Waste Rate Changes**.

IF YOU DO NOT OBJECT TO THE ADJUSTMENTS, NO ACTION IS REQUIRED.

The City Council will hear and consider all written protests and oral comments on the proposed rate changes at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests; only a written protest will count for the purposes of determining whether a majority protest exists.

Upon the conclusion of the Public Hearing, if written protests against the proposed rate changes as outlined above are not presented by a majority of property owners or tenants of the identified parcels subject to the proposed rate increases, the City Council will be authorized to adopt the rate changes.

This protest hearing is being conducted in accordance with Article XIID of the California Constitution (also referred to as Proposition 218). Please note that a rate protest proceeding is not an election. To ensure transparency and accountability in the rate protest tabulation, protests shall constitute a disclosable public record from and after the time they are received. The City is conducting this Proposition 218 majority protest proceeding out of an abundance of caution and without conceding the applicability of Proposition 218 to Solid Waste Service.

For further details regarding the basis and reasons for the proposed rate changes to the City's solid waste service fees or for any questions you may have regarding the proposed fees to be imposed on your parcel, please contact Gary Sugano, Assistant City Manager at (310) 325-7110, x121.

Exhibit A					
Maximum Service Rates - Gross					
	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
Residential - Curbside Collection Service					
32 Gallon Curbside Monthly Solid Waste Collection Rate	\$ 29.17	\$ 30.77	\$ 32.46	\$ 34.25	\$ 36.13
64 Gallon Curbside Monthly Solid Waste Collection Rate	\$ 30.01	\$ 31.66	\$ 33.40	\$ 35.24	\$ 37.18
96 Gallon Curbside Monthly Solid Waste Collection Rate	\$ 33.18	\$ 35.00	\$ 36.93	\$ 38.96	\$ 41.10
Residential - Subscription Backyard Collection Service					
32 Gallon Backyard Monthly Solid Waste Collection Rate	\$ 80.62	\$ 85.05	\$ 89.73	\$ 94.67	\$ 99.88
64 Gallon Backyard Monthly Solid Waste Collection Rate	\$ 82.21	\$ 86.73	\$ 91.50	\$ 96.53	\$ 101.84
96 Gallon Backyard Monthly Solid Waste Collection Rate	\$ 85.38	\$ 90.08	\$ 95.03	\$ 100.26	\$ 105.77
Residential - Additional Services					
Additional Solid Waste Cart - Any Size	\$ 17.94	\$ 18.93	\$ 19.97	\$ 21.07	\$ 22.23
Additional Recycling Cart (after one free) - Any Size	\$ 5.52	\$ 5.82	\$ 6.14	\$ 6.48	\$ 6.84
Additional Organic Waste Cart (after one free) - Any Size	\$ 17.83	\$ 18.81	\$ 19.84	\$ 20.93	\$ 22.08
Additional Cart Exchange - Per Cart Per Occurrence	\$ 15.79	\$ 16.66	\$ 17.58	\$ 18.55	\$ 19.57
Additional Cart Replacement - Per Cart Per Occurrence	\$ 15.79	\$ 16.66	\$ 17.58	\$ 18.55	\$ 19.57
Additional Bulky Items Collection - First Item Per Occurrence	\$ 55.25	\$ 58.29	\$ 61.50	\$ 64.88	\$ 68.45
Additional Bulky Items Collection - Each Additional Item Per Occurrence	\$ 23.77	\$ 25.08	\$ 26.46	\$ 27.92	\$ 29.46

Exhibit A					
Maximum Service Rates - Gross					
	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
Multi-Family and Commercial - Bundled Service (Includes Solid Waste, Recycling, & Organics Services)					
65 Gallon Solid Waste Barrel					
1x per week	\$ 144.81	\$ 157.12	\$ 170.48	\$ 184.97	\$ 200.69
2x per week	\$ 229.58	\$ 249.09	\$ 270.26	\$ 293.23	\$ 318.15
3x per week	\$ 318.05	\$ 345.08	\$ 374.41	\$ 406.23	\$ 440.76
4x per week	\$ 405.62	\$ 440.10	\$ 477.51	\$ 518.10	\$ 562.14
5x per week	\$ 493.86	\$ 535.84	\$ 581.39	\$ 630.81	\$ 684.43
6x per week	\$ 582.10	\$ 631.58	\$ 685.26	\$ 743.51	\$ 806.71
7x per week	\$ 674.73	\$ 732.08	\$ 794.31	\$ 861.83	\$ 935.09
Extra pick-up	\$ 57.35	\$ 62.22	\$ 67.51	\$ 73.25	\$ 79.48
96 Gallon Solid Waste Barrel					
1x per week	\$ 150.94	\$ 163.77	\$ 177.69	\$ 192.79	\$ 209.18
2x per week	\$ 241.38	\$ 261.90	\$ 284.16	\$ 308.31	\$ 334.52
3x per week	\$ 335.74	\$ 364.28	\$ 395.24	\$ 428.84	\$ 465.29
4x per week	\$ 429.14	\$ 465.62	\$ 505.20	\$ 548.14	\$ 594.73
5x per week	\$ 526.77	\$ 571.55	\$ 620.13	\$ 672.84	\$ 730.03
6x per week	\$ 620.89	\$ 673.67	\$ 730.93	\$ 793.06	\$ 860.47
7x per week	\$ 719.72	\$ 780.90	\$ 847.28	\$ 919.30	\$ 997.44
Extra pick-up	\$ 59.77	\$ 64.85	\$ 70.36	\$ 76.34	\$ 82.83
1 Yard Solid Waste Bin					
1x per week	\$ 217.64	\$ 236.14	\$ 256.21	\$ 277.99	\$ 301.62
2x per week	\$ 330.67	\$ 358.78	\$ 389.28	\$ 422.37	\$ 458.27
3x per week	\$ 452.13	\$ 490.56	\$ 532.26	\$ 577.50	\$ 626.59
4x per week	\$ 635.58	\$ 689.60	\$ 748.22	\$ 811.82	\$ 880.82
5x per week	\$ 753.24	\$ 817.27	\$ 886.74	\$ 962.11	\$ 1,043.89
6x per week	\$ 870.89	\$ 944.92	\$ 1,025.24	\$ 1,112.39	\$ 1,206.94
7x per week	\$ 1,050.75	\$ 1,140.06	\$ 1,236.97	\$ 1,342.11	\$ 1,456.19
Extra pick-up	\$ 86.19	\$ 93.52	\$ 101.47	\$ 110.09	\$ 119.45
2 Yard Solid Waste Bin					
1x per week	\$ 302.77	\$ 328.51	\$ 356.43	\$ 386.73	\$ 419.60
2x per week	\$ 603.08	\$ 654.34	\$ 709.96	\$ 770.31	\$ 835.79
3x per week	\$ 843.17	\$ 914.84	\$ 992.60	\$ 1,076.97	\$ 1,168.51
4x per week	\$ 1,098.45	\$ 1,191.82	\$ 1,293.12	\$ 1,403.04	\$ 1,522.30
5x per week	\$ 1,355.51	\$ 1,470.73	\$ 1,595.74	\$ 1,731.38	\$ 1,878.55
6x per week	\$ 1,595.01	\$ 1,730.59	\$ 1,877.69	\$ 2,037.29	\$ 2,210.46
7x per week	\$ 1,958.11	\$ 2,124.55	\$ 2,305.14	\$ 2,501.08	\$ 2,713.67
Extra pick-up	\$ 90.34	\$ 98.02	\$ 106.35	\$ 115.39	\$ 125.20
3 Yard Solid Waste Bin*					
1x per week	\$ 337.00	\$ 365.65	\$ 396.73	\$ 430.45	\$ 467.04
2x per week	\$ 662.05	\$ 718.32	\$ 779.38	\$ 845.63	\$ 917.51
3x per week	\$ 949.19	\$ 1,029.87	\$ 1,117.41	\$ 1,212.39	\$ 1,315.44
4x per week	\$ 1,233.64	\$ 1,338.50	\$ 1,452.27	\$ 1,575.71	\$ 1,709.65
5x per week	\$ 1,614.18	\$ 1,751.39	\$ 1,900.26	\$ 2,061.78	\$ 2,237.03
6x per week	\$ 1,883.11	\$ 2,043.17	\$ 2,216.84	\$ 2,405.27	\$ 2,609.72
7x per week	\$ 2,199.18	\$ 2,386.11	\$ 2,588.93	\$ 2,808.99	\$ 3,047.75
Extra pick-up	\$ 100.56	\$ 109.11	\$ 118.38	\$ 128.44	\$ 139.36

**Exhibit A
Maximum Service Rates - Gross**

	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
4 Yard Solid Waste Bin					
1x per week	\$ 513.38	\$ 557.02	\$ 604.37	\$ 655.74	\$ 711.48
2x per week	\$ 890.23	\$ 965.90	\$ 1,048.00	\$ 1,137.08	\$ 1,233.73
3x per week	\$ 1,282.68	\$ 1,391.71	\$ 1,510.01	\$ 1,638.36	\$ 1,777.62
4x per week	\$ 1,765.46	\$ 1,915.52	\$ 2,078.34	\$ 2,255.00	\$ 2,446.68
5x per week	\$ 2,173.13	\$ 2,357.85	\$ 2,558.27	\$ 2,775.72	\$ 3,011.66
6x per week	\$ 2,547.10	\$ 2,763.60	\$ 2,998.51	\$ 3,253.38	\$ 3,529.92
7x per week	\$ 3,091.39	\$ 3,354.16	\$ 3,639.26	\$ 3,948.60	\$ 4,284.23
Extra pick-up	\$ 153.18	\$ 166.20	\$ 180.33	\$ 195.66	\$ 212.29
6 Yard Solid Waste Bin					
1x per week	\$ 557.27	\$ 604.64	\$ 656.03	\$ 711.79	\$ 772.29
2x per week	\$ 992.03	\$ 1,076.35	\$ 1,167.84	\$ 1,267.11	\$ 1,374.81
3x per week	\$ 1,520.67	\$ 1,649.93	\$ 1,790.17	\$ 1,942.33	\$ 2,107.43
4x per week	\$ 1,967.23	\$ 2,134.44	\$ 2,315.87	\$ 2,512.72	\$ 2,726.30
5x per week	\$ 2,617.78	\$ 2,840.29	\$ 3,081.71	\$ 3,343.66	\$ 3,627.87
6x per week	\$ 3,033.75	\$ 3,291.62	\$ 3,571.41	\$ 3,874.98	\$ 4,204.35
7x per week	\$ 3,537.76	\$ 3,838.47	\$ 4,164.74	\$ 4,518.74	\$ 4,902.83
Extra pick-up	\$ 166.28	\$ 180.41	\$ 195.74	\$ 212.38	\$ 230.43
2 Yard Solid Waste Compactor					
1x per week	\$ 451.95	\$ 490.37	\$ 532.05	\$ 577.27	\$ 626.34
2x per week	\$ 889.52	\$ 965.13	\$ 1,047.17	\$ 1,136.18	\$ 1,232.76
3x per week	\$ 1,272.84	\$ 1,381.03	\$ 1,498.42	\$ 1,625.79	\$ 1,763.98
4x per week	\$ 1,669.91	\$ 1,811.85	\$ 1,965.86	\$ 2,132.96	\$ 2,314.26
5x per week	\$ 2,069.82	\$ 2,245.75	\$ 2,436.64	\$ 2,643.75	\$ 2,868.47
6x per week	\$ 2,452.19	\$ 2,660.63	\$ 2,886.78	\$ 3,132.16	\$ 3,398.39
7x per week	\$ 2,965.30	\$ 3,217.35	\$ 3,490.82	\$ 3,787.54	\$ 4,109.48
Extra pick-up	\$ 134.85	\$ 146.31	\$ 158.75	\$ 172.24	\$ 186.88
3 Yard Solid Waste Compactor					
1x per week	\$ 556.39	\$ 603.68	\$ 654.99	\$ 710.66	\$ 771.07
2x per week	\$ 1,083.29	\$ 1,175.37	\$ 1,275.28	\$ 1,383.68	\$ 1,501.29
3x per week	\$ 1,581.06	\$ 1,715.45	\$ 1,861.26	\$ 2,019.47	\$ 2,191.12
4x per week	\$ 2,074.01	\$ 2,250.30	\$ 2,441.58	\$ 2,649.11	\$ 2,874.28
5x per week	\$ 2,664.65	\$ 2,891.15	\$ 3,136.90	\$ 3,403.54	\$ 3,692.84
6x per week	\$ 3,143.67	\$ 3,410.88	\$ 3,700.80	\$ 4,015.37	\$ 4,356.68
7x per week	\$ 3,680.35	\$ 3,993.18	\$ 4,332.60	\$ 4,700.87	\$ 5,100.44
Extra pick-up	\$ 166.02	\$ 180.13	\$ 195.44	\$ 212.05	\$ 230.07
4 Yard Solid Waste Compactor					
1x per week	\$ 680.12	\$ 737.93	\$ 800.65	\$ 868.71	\$ 942.55
2x per week	\$ 1,210.37	\$ 1,313.25	\$ 1,424.88	\$ 1,545.99	\$ 1,677.40
3x per week	\$ 1,762.88	\$ 1,912.72	\$ 2,075.30	\$ 2,251.70	\$ 2,443.09
4x per week	\$ 2,404.14	\$ 2,608.49	\$ 2,830.21	\$ 3,070.78	\$ 3,331.80
5x per week	\$ 2,971.48	\$ 3,224.06	\$ 3,498.11	\$ 3,795.45	\$ 4,118.06
6x per week	\$ 3,505.12	\$ 3,803.06	\$ 4,126.32	\$ 4,477.06	\$ 4,857.61
7x per week	\$ 4,217.07	\$ 4,575.52	\$ 4,964.44	\$ 5,386.42	\$ 5,844.27
Extra pick-up	\$ 202.93	\$ 220.18	\$ 238.90	\$ 259.21	\$ 281.24

Exhibit A Maximum Service Rates - Gross					
	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
Multi-Family and Commercial - Additional Recycling Containers					
65 Gallon Recycling Barrel					
1x per week	\$ 39.49	\$ 42.85	\$ 46.49	\$ 50.44	\$ 54.73
2x per week	\$ 75.82	\$ 82.26	\$ 89.25	\$ 96.84	\$ 105.07
3x per week	\$ 113.74	\$ 123.41	\$ 133.90	\$ 145.28	\$ 157.63
4x per week	\$ 151.27	\$ 164.13	\$ 178.08	\$ 193.22	\$ 209.64
5x per week	\$ 189.09	\$ 205.16	\$ 222.60	\$ 241.52	\$ 262.05
6x per week	\$ 226.90	\$ 246.19	\$ 267.12	\$ 289.83	\$ 314.47
7x per week	\$ 266.60	\$ 289.26	\$ 313.85	\$ 340.53	\$ 369.48
Extra pick up	\$ 57.35	\$ 62.22	\$ 67.51	\$ 73.25	\$ 79.48
96 Gallon Recycling Barrel					
1x per week	\$ 42.12	\$ 45.70	\$ 49.58	\$ 53.79	\$ 58.36
2x per week	\$ 80.88	\$ 87.75	\$ 95.21	\$ 103.30	\$ 112.08
3x per week	\$ 121.32	\$ 131.63	\$ 142.82	\$ 154.96	\$ 168.13
4x per week	\$ 161.35	\$ 175.06	\$ 189.94	\$ 206.08	\$ 223.60
5x per week	\$ 201.69	\$ 218.83	\$ 237.43	\$ 257.61	\$ 279.51
6x per week	\$ 242.03	\$ 262.60	\$ 284.92	\$ 309.14	\$ 335.42
7x per week	\$ 284.38	\$ 308.55	\$ 334.78	\$ 363.24	\$ 394.12
Extra pick-up	\$ 59.77	\$ 64.85	\$ 70.36	\$ 76.34	\$ 82.83
1 Yard Recycling Bin					
1x per week	\$ 92.14	\$ 99.97	\$ 108.47	\$ 117.69	\$ 127.69
2x per week	\$ 176.92	\$ 191.96	\$ 208.28	\$ 225.98	\$ 245.19
3x per week	\$ 265.38	\$ 287.94	\$ 312.41	\$ 338.96	\$ 367.77
4x per week	\$ 352.86	\$ 382.96	\$ 415.51	\$ 450.83	\$ 489.15
5x per week	\$ 441.20	\$ 478.70	\$ 519.39	\$ 563.54	\$ 611.44
6x per week	\$ 529.44	\$ 574.44	\$ 623.27	\$ 676.25	\$ 733.73
7x per week	\$ 622.09	\$ 674.97	\$ 732.34	\$ 794.59	\$ 862.13
Extra pick-up	\$ 86.19	\$ 93.52	\$ 101.47	\$ 110.09	\$ 119.45
1.5 Yard Recycling Bin					
1x per week	\$ 105.32	\$ 114.27	\$ 123.98	\$ 134.52	\$ 145.95
2x per week	\$ 202.20	\$ 219.39	\$ 238.04	\$ 258.27	\$ 280.22
3x per week	\$ 303.29	\$ 329.07	\$ 357.04	\$ 387.39	\$ 420.32
4x per week	\$ 403.37	\$ 437.66	\$ 474.86	\$ 515.22	\$ 559.01
5x per week	\$ 504.22	\$ 547.08	\$ 593.58	\$ 644.03	\$ 698.77
6x per week	\$ 605.07	\$ 656.50	\$ 712.30	\$ 772.85	\$ 838.54
7x per week	\$ 710.96	\$ 771.39	\$ 836.96	\$ 908.10	\$ 985.29
Extra pick-up	\$ 88.27	\$ 95.77	\$ 103.91	\$ 112.74	\$ 122.32
2 Yard Recycling Bin					
1x per week	\$ 118.47	\$ 128.54	\$ 139.47	\$ 151.32	\$ 164.18
2x per week	\$ 227.47	\$ 246.80	\$ 267.78	\$ 290.54	\$ 315.24
3x per week	\$ 341.20	\$ 370.20	\$ 401.67	\$ 435.81	\$ 472.85
4x per week	\$ 453.80	\$ 492.37	\$ 534.22	\$ 579.63	\$ 628.90
5x per week	\$ 567.25	\$ 615.47	\$ 667.78	\$ 724.54	\$ 786.13
6x per week	\$ 680.70	\$ 738.56	\$ 801.34	\$ 869.45	\$ 943.35
7x per week	\$ 799.82	\$ 867.80	\$ 941.56	\$ 1,021.59	\$ 1,108.43
Extra pick-up	\$ 90.34	\$ 98.02	\$ 106.35	\$ 115.39	\$ 125.20

Exhibit A					
Maximum Service Rates - Gross					
	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
4 Yard Recycling Compactor					
1x per week	\$ 329.10	\$ 357.07	\$ 387.42	\$ 420.35	\$ 456.08
2x per week	\$ 631.87	\$ 685.58	\$ 743.85	\$ 807.08	\$ 875.68
3x per week	\$ 947.79	\$ 1,028.35	\$ 1,115.76	\$ 1,210.60	\$ 1,313.50
4x per week	\$ 1,260.56	\$ 1,367.71	\$ 1,483.97	\$ 1,610.11	\$ 1,746.97
5x per week	\$ 1,575.70	\$ 1,709.63	\$ 1,854.95	\$ 2,012.62	\$ 2,183.69
6x per week	\$ 1,890.85	\$ 2,051.57	\$ 2,225.95	\$ 2,415.16	\$ 2,620.45
7x per week	\$ 2,221.74	\$ 2,410.59	\$ 2,615.49	\$ 2,837.81	\$ 3,079.02
Extra pick-up	\$ 202.93	\$ 220.18	\$ 238.90	\$ 259.21	\$ 281.24
Multi-Family and Commercial - Additional Organics Containers					
65 Gallon Organics Barrel					
1x per week	\$ 52.66	\$ 57.14	\$ 62.00	\$ 67.27	\$ 72.99
2x per week	\$ 101.10	\$ 109.69	\$ 119.01	\$ 129.13	\$ 140.11
3x per week	\$ 151.65	\$ 164.54	\$ 178.53	\$ 193.71	\$ 210.18
4x per week	\$ 201.69	\$ 218.83	\$ 237.43	\$ 257.61	\$ 279.51
5x per week	\$ 252.11	\$ 273.54	\$ 296.79	\$ 322.02	\$ 349.39
6x per week	\$ 302.54	\$ 328.26	\$ 356.16	\$ 386.43	\$ 419.28
7x per week	\$ 355.47	\$ 385.68	\$ 418.46	\$ 454.03	\$ 492.62
Extra pick-up	\$ 57.35	\$ 62.22	\$ 67.51	\$ 73.25	\$ 79.48
96 Gallon Organics Barrel					
1x per week	\$ 56.16	\$ 60.93	\$ 66.11	\$ 71.73	\$ 77.83
2x per week	\$ 107.84	\$ 117.01	\$ 126.96	\$ 137.75	\$ 149.46
3x per week	\$ 161.76	\$ 175.51	\$ 190.43	\$ 206.62	\$ 224.18
4x per week	\$ 215.13	\$ 233.42	\$ 253.26	\$ 274.79	\$ 298.15
5x per week	\$ 268.92	\$ 291.78	\$ 316.58	\$ 343.49	\$ 372.69
6x per week	\$ 322.70	\$ 350.13	\$ 379.89	\$ 412.18	\$ 447.22
7x per week	\$ 379.18	\$ 411.41	\$ 446.38	\$ 484.32	\$ 525.49
Extra pick-up	\$ 59.77	\$ 64.85	\$ 70.36	\$ 76.34	\$ 82.83
1 Yard Organics Bin					
1x per week	\$ 122.86	\$ 133.30	\$ 144.63	\$ 156.92	\$ 170.26
2x per week	\$ 235.89	\$ 255.94	\$ 277.69	\$ 301.29	\$ 326.90
3x per week	\$ 353.85	\$ 383.93	\$ 416.56	\$ 451.97	\$ 490.39
4x per week	\$ 470.60	\$ 510.60	\$ 554.00	\$ 601.09	\$ 652.18
5x per week	\$ 588.26	\$ 638.26	\$ 692.51	\$ 751.37	\$ 815.24
6x per week	\$ 705.91	\$ 765.91	\$ 831.01	\$ 901.65	\$ 978.29
7x per week	\$ 829.45	\$ 899.95	\$ 976.45	\$ 1,059.45	\$ 1,149.50
Extra pick-up	\$ 86.19	\$ 93.52	\$ 101.47	\$ 110.09	\$ 119.45
1.5 Yard Organics Bin					
1x per week	\$ 140.42	\$ 152.36	\$ 165.31	\$ 179.36	\$ 194.61
2x per week	\$ 269.59	\$ 292.51	\$ 317.37	\$ 344.35	\$ 373.62
3x per week	\$ 404.38	\$ 438.75	\$ 476.04	\$ 516.50	\$ 560.40
4x per week	\$ 537.84	\$ 583.56	\$ 633.16	\$ 686.98	\$ 745.37
5x per week	\$ 672.30	\$ 729.45	\$ 791.45	\$ 858.72	\$ 931.71
6x per week	\$ 806.76	\$ 875.33	\$ 949.73	\$ 1,030.46	\$ 1,118.05
7x per week	\$ 947.95	\$ 1,028.53	\$ 1,115.96	\$ 1,210.82	\$ 1,313.74
Extra pick-up	\$ 88.27	\$ 95.77	\$ 103.91	\$ 112.74	\$ 122.32

**Exhibit A
Maximum Service Rates - Gross**

	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
3 Yard Recycling Bin					
1x per week	\$ 131.64	\$ 142.83	\$ 154.97	\$ 168.14	\$ 182.43
2x per week	\$ 252.75	\$ 274.23	\$ 297.54	\$ 322.83	\$ 350.27
3x per week	\$ 379.11	\$ 411.33	\$ 446.29	\$ 484.22	\$ 525.38
4x per week	\$ 504.22	\$ 547.08	\$ 593.58	\$ 644.03	\$ 698.77
5x per week	\$ 630.29	\$ 683.86	\$ 741.99	\$ 805.06	\$ 873.49
6x per week	\$ 756.34	\$ 820.63	\$ 890.38	\$ 966.06	\$ 1,048.18
7x per week	\$ 888.69	\$ 964.23	\$ 1,046.19	\$ 1,135.12	\$ 1,231.61
Extra pick-up	\$ 100.56	\$ 109.11	\$ 118.38	\$ 128.44	\$ 139.36
4 Yard Recycling Bin					
1x per week	\$ 204.04	\$ 221.38	\$ 240.20	\$ 260.62	\$ 282.77
2x per week	\$ 391.76	\$ 425.06	\$ 461.19	\$ 500.39	\$ 542.92
3x per week	\$ 587.63	\$ 637.58	\$ 691.77	\$ 750.57	\$ 814.37
4x per week	\$ 781.55	\$ 847.98	\$ 920.06	\$ 998.27	\$ 1,083.12
5x per week	\$ 976.93	\$ 1,059.97	\$ 1,150.07	\$ 1,247.83	\$ 1,353.90
6x per week	\$ 1,172.33	\$ 1,271.98	\$ 1,380.10	\$ 1,497.41	\$ 1,624.69
7x per week	\$ 1,377.48	\$ 1,494.57	\$ 1,621.61	\$ 1,759.45	\$ 1,909.00
Extra pick-up	\$ 153.18	\$ 166.20	\$ 180.33	\$ 195.66	\$ 212.29
6 Yard Recycling Bin					
1x per week	\$ 227.08	\$ 246.38	\$ 267.32	\$ 290.04	\$ 314.69
2x per week	\$ 435.98	\$ 473.04	\$ 513.25	\$ 556.88	\$ 604.21
3x per week	\$ 653.98	\$ 709.57	\$ 769.88	\$ 835.32	\$ 906.32
4x per week	\$ 869.79	\$ 943.72	\$ 1,023.94	\$ 1,110.97	\$ 1,205.40
5x per week	\$ 1,087.24	\$ 1,179.66	\$ 1,279.93	\$ 1,388.72	\$ 1,506.76
6x per week	\$ 1,304.68	\$ 1,415.58	\$ 1,535.90	\$ 1,666.45	\$ 1,808.10
7x per week	\$ 1,533.00	\$ 1,663.31	\$ 1,804.69	\$ 1,958.09	\$ 2,124.53
Extra pick-up	\$ 166.28	\$ 180.41	\$ 195.74	\$ 212.38	\$ 230.43
2 Yard Recycling Compactor					
1x per week	\$ 230.36	\$ 249.94	\$ 271.18	\$ 294.23	\$ 319.24
2x per week	\$ 442.31	\$ 479.91	\$ 520.70	\$ 564.96	\$ 612.98
3x per week	\$ 663.45	\$ 719.84	\$ 781.03	\$ 847.42	\$ 919.45
4x per week	\$ 882.40	\$ 957.40	\$ 1,038.78	\$ 1,127.08	\$ 1,222.88
5x per week	\$ 1,102.99	\$ 1,196.74	\$ 1,298.46	\$ 1,408.83	\$ 1,528.58
6x per week	\$ 1,323.58	\$ 1,436.08	\$ 1,558.15	\$ 1,690.59	\$ 1,834.29
7x per week	\$ 1,555.21	\$ 1,687.40	\$ 1,830.83	\$ 1,986.45	\$ 2,155.30
Extra pick-up	\$ 134.85	\$ 146.31	\$ 158.75	\$ 172.24	\$ 186.88
3 Yard Recycling Compactor					
1x per week	\$ 296.19	\$ 321.37	\$ 348.69	\$ 378.33	\$ 410.49
2x per week	\$ 568.67	\$ 617.01	\$ 669.46	\$ 726.36	\$ 788.10
3x per week	\$ 853.01	\$ 925.52	\$ 1,004.19	\$ 1,089.55	\$ 1,182.16
4x per week	\$ 1,134.51	\$ 1,230.94	\$ 1,335.57	\$ 1,449.09	\$ 1,572.26
5x per week	\$ 1,418.13	\$ 1,538.67	\$ 1,669.46	\$ 1,811.36	\$ 1,965.33
6x per week	\$ 1,701.76	\$ 1,846.41	\$ 2,003.35	\$ 2,173.63	\$ 2,358.39
7x per week	\$ 1,999.57	\$ 2,169.53	\$ 2,353.94	\$ 2,554.02	\$ 2,771.11
Extra pick-up	\$ 166.02	\$ 180.13	\$ 195.44	\$ 212.05	\$ 230.07

Exhibit A					
Maximum Service Rates - Gross					
	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
2 Yard Organics Bin					
1x per week	\$ 157.97	\$ 171.40	\$ 185.97	\$ 201.78	\$ 218.93
2x per week	\$ 303.30	\$ 329.08	\$ 357.05	\$ 387.40	\$ 420.33
3x per week	\$ 454.93	\$ 493.60	\$ 535.56	\$ 581.08	\$ 630.47
4x per week	\$ 605.07	\$ 656.50	\$ 712.30	\$ 772.85	\$ 838.54
5x per week	\$ 756.34	\$ 820.63	\$ 890.38	\$ 966.06	\$ 1,048.18
6x per week	\$ 907.60	\$ 984.75	\$ 1,068.45	\$ 1,159.27	\$ 1,257.81
7x per week	\$ 1,066.43	\$ 1,157.08	\$ 1,255.43	\$ 1,362.14	\$ 1,477.92
Extra pick-up	\$ 90.34	\$ 98.02	\$ 106.35	\$ 115.39	\$ 125.20
Multi-Family and Commercial - Distance and Lock-Lid Services					
Push Svc (Per 10') - Per Container per Month					
1x per week	\$ 14.30	\$ 15.52	\$ 16.84	\$ 18.27	\$ 19.82
2x per week	\$ 28.61	\$ 31.04	\$ 33.68	\$ 36.54	\$ 39.65
3x per week	\$ 42.89	\$ 46.54	\$ 50.50	\$ 54.79	\$ 59.45
4x per week	\$ 57.20	\$ 62.06	\$ 67.34	\$ 73.06	\$ 79.27
5x per week	\$ 71.51	\$ 77.59	\$ 84.19	\$ 91.35	\$ 99.11
6x per week	\$ 85.81	\$ 93.10	\$ 101.01	\$ 109.60	\$ 118.92
7x per week	\$ 100.11	\$ 108.62	\$ 117.85	\$ 127.87	\$ 138.74
Extra pick-up	\$ 3.58	\$ 3.88	\$ 4.21	\$ 4.57	\$ 4.96
Scout Service - Per Container per Month					
1x per week	\$ 55.42	\$ 60.13	\$ 65.24	\$ 70.79	\$ 76.81
2x per week	\$ 110.85	\$ 120.27	\$ 130.49	\$ 141.58	\$ 153.61
3x per week	\$ 166.27	\$ 180.40	\$ 195.73	\$ 212.37	\$ 230.42
4x per week	\$ 221.65	\$ 240.49	\$ 260.93	\$ 283.11	\$ 307.17
5x per week	\$ 277.10	\$ 300.65	\$ 326.21	\$ 353.94	\$ 384.02
6x per week	\$ 332.50	\$ 360.76	\$ 391.42	\$ 424.69	\$ 460.79
7x per week	\$ 387.90	\$ 420.87	\$ 456.64	\$ 495.45	\$ 537.56
Extra pick-up	\$ 13.86	\$ 15.04	\$ 16.32	\$ 17.71	\$ 19.22
Lock-Lid Service - Per Container per Month					
1x per week	\$ 25.04	\$ 27.17	\$ 29.48	\$ 31.99	\$ 34.71
2x per week	\$ 50.06	\$ 54.32	\$ 58.94	\$ 63.95	\$ 69.39
3x per week	\$ 75.08	\$ 81.46	\$ 88.38	\$ 95.89	\$ 104.04
4x per week	\$ 100.11	\$ 108.62	\$ 117.85	\$ 127.87	\$ 138.74
5x per week	\$ 125.12	\$ 135.76	\$ 147.30	\$ 159.82	\$ 173.40
6x per week	\$ 150.14	\$ 162.90	\$ 176.75	\$ 191.77	\$ 208.07
7x per week	\$ 175.16	\$ 190.05	\$ 206.20	\$ 223.73	\$ 242.75
Extra pick-up	\$ 6.26	\$ 6.79	\$ 7.37	\$ 8.00	\$ 8.68
Back-Out (Per 50') - Per Container per Month					
1x per week	\$ 25.04	\$ 27.17	\$ 29.48	\$ 31.99	\$ 34.71
2x per week	\$ 50.06	\$ 54.32	\$ 58.94	\$ 63.95	\$ 69.39
3x per week	\$ 75.08	\$ 81.46	\$ 88.38	\$ 95.89	\$ 104.04
4x per week	\$ 100.11	\$ 108.62	\$ 117.85	\$ 127.87	\$ 138.74
5x per week	\$ 125.12	\$ 135.76	\$ 147.30	\$ 159.82	\$ 173.40
6x per week	\$ 150.14	\$ 162.90	\$ 176.75	\$ 191.77	\$ 208.07
7x per week	\$ 175.16	\$ 190.05	\$ 206.20	\$ 223.73	\$ 242.75
Extra pick-up	\$ 6.26	\$ 6.79	\$ 7.37	\$ 8.00	\$ 8.68

Exhibit A					
Maximum Service Rates - Gross					
	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
Multi-Family and Commercial - Empty Contaminated Container					
Any Size Recycling or Organics Container - Per Empty	\$ 47.74	\$ 51.80	\$ 56.20	\$ 60.98	\$ 66.16
Multi-Family and Commercial - Empty Over-Filled or Over-Weight Container					
Any Size / Any Type Container - Per Empty	\$ 47.74	\$ 51.80	\$ 56.20	\$ 60.98	\$ 66.16
Multi-Family and Commercial - Bulky Item Pick-Up					
Solid Waste Collection Rate - Per First Item	\$ 52.08	\$ 56.51	\$ 61.31	\$ 66.52	\$ 72.17
Solid Waste Collection Rate - Per Each Additional Item	\$ 43.40	\$ 47.09	\$ 51.09	\$ 55.43	\$ 60.14
Multi-Family and Commercial - Roll-Off Service					
40 CY Box Collection - Per pull + Disposal Charge	\$ 436.84	\$ 473.97	\$ 514.26	\$ 557.97	\$ 605.40
10 CY Box Lowboy Collection - Per pull + Disposal Charge	\$ 436.84	\$ 473.97	\$ 514.26	\$ 557.97	\$ 605.40
Compactor Collection - Per pull + Disposal Charge	\$ 634.53	\$ 688.47	\$ 746.99	\$ 810.48	\$ 879.37
Disposal - Trash Processed	\$ 135.00	\$ 146.48	\$ 158.93	\$ 172.44	\$ 187.10
Disposal - Trash Transferred	\$ 100.00	\$ 108.50	\$ 117.72	\$ 127.73	\$ 138.59
Disposal - Recycling Processed	\$ 85.00	\$ 92.23	\$ 100.07	\$ 108.58	\$ 117.81
Disposal - Organics Processed	\$ 150.00	\$ 162.75	\$ 176.58	\$ 191.59	\$ 207.88
Disposal - Constructor & Demolition Debris Processed	\$ 110.00	\$ 119.35	\$ 129.49	\$ 140.50	\$ 152.44
Multi-Family and Commercial - Other					
Cart Cleaning - Per Cart Per Occurrence	\$ 32.98	\$ 35.78	\$ 38.82	\$ 42.12	\$ 45.70
1 CY - 4 CY Bin Cleaning - Per Bin Per Occurrence	\$ 99.00	\$ 107.42	\$ 116.55	\$ 126.46	\$ 137.21
5+ CY Bin Cleaning - Per Bin Per Occurrence	\$ 99.00	\$ 107.42	\$ 116.55	\$ 126.46	\$ 137.21
Additional Bin or Cart Exchange - Per Bin or 3 Cart Set Per Occurrence	\$ 123.71	\$ 134.23	\$ 145.64	\$ 158.02	\$ 171.45
Additional Bin or Cart Replacement - Per Container Per Occurrence	\$ 123.71	\$ 134.23	\$ 145.64	\$ 158.02	\$ 171.45
COD Services					
High Side Trash - Includes 5 Tons Disposal	\$ 975.48	\$ 1,058.40	\$ 1,148.36	\$ 1,245.97	\$ 1,351.88
Low Boy Trash - Includes 3 Tons Disposal	\$ 975.48	\$ 1,058.40	\$ 1,148.36	\$ 1,245.97	\$ 1,351.88
Disposal per ton over limit - Trash Processed	\$ 135.00	\$ 146.48	\$ 158.93	\$ 172.44	\$ 187.10
Disposal per ton over limit - Trash Transferred	\$ 100.00	\$ 108.50	\$ 117.72	\$ 127.73	\$ 138.59
Disposal per ton over limit - Recycling Processed	\$ 85.00	\$ 92.23	\$ 100.07	\$ 108.58	\$ 117.81
Disposal per ton over limit - Organics Processed	\$ 150.00	\$ 162.75	\$ 176.58	\$ 191.59	\$ 207.88
Disposal per ton over limit - Construction & Demolition Debris Processed	\$ 110.00	\$ 119.35	\$ 129.49	\$ 140.50	\$ 152.44
Temp Bin Delivery	\$ 142.68	\$ 154.81	\$ 167.97	\$ 182.25	\$ 197.74
Temp Bin Empty	\$ 86.57	\$ 93.93	\$ 101.91	\$ 110.57	\$ 119.97
Wash Container - Per Occurrence	\$ 122.96	\$ 133.41	\$ 144.75	\$ 157.05	\$ 170.40
Relocate Container - Per Occurrence	\$ 122.96	\$ 133.41	\$ 144.75	\$ 157.05	\$ 170.40
Dry Run Charge - Per Occurrence	\$ 122.96	\$ 133.41	\$ 144.75	\$ 157.05	\$ 170.40
Roll-Off same-day expedited service - per occurrence	\$ 72.34	\$ 78.49	\$ 85.16	\$ 92.40	\$ 100.25

Exhibit A					
Maximum Service Rates - Gross					
	Rate Effective Date				
	1/1/24	7/1/24	7/1/25	7/1/26	7/1/27
Administrative Charges					
Returned Item Fee - Per Occurrence	\$ 35.00	\$ 36.93	\$ 38.96	\$ 41.10	\$ 43.36
Late Fee - Per Month (\$5.00 Minimum)	1.5%	1.5%	1.5%	1.5%	1.5%
Credit Hold Fee - Per Occurrence	\$ 39.50	\$ 41.67	\$ 43.96	\$ 46.38	\$ 48.93
Restarting Discontinued Service due to Non-payment - Per Occurrence	\$ 39.84	\$ 42.03	\$ 44.34	\$ 46.78	\$ 49.35
Redelivery of Containers due to Non-payment - Per Bin or 3 Cart Set Per Occurrence	\$ 123.71	\$ 130.51	\$ 137.69	\$ 145.26	\$ 153.25
Return Trip (residential/commercial missed pick-up due to customer on scheduled service day) - per occurrence	\$ 27.50	\$ 29.01	\$ 30.61	\$ 32.29	\$ 34.07
Service Charge for more than one service-level change per year - per occurrence	\$ 37.50	\$ 39.56	\$ 41.74	\$ 44.04	\$ 46.46
IRV-Phone Payment Fee - per occurrence	\$ 7.50	\$ 7.91	\$ 8.35	\$ 8.81	\$ 9.29
Additional Collection Charges					
Tires (depends on size and type - minimum fee) per tire per occurrence	\$ 50.00	\$ 52.75	\$ 55.65	\$ 58.71	\$ 61.94
Appliances containing freon - per appliance per occurrence	\$ 75.00	\$ 79.13	\$ 83.48	\$ 88.07	\$ 92.91
Container Maintenance Charges					
Container exchange (residential/commercial) - per 3 barrel set or per bin per occurrence	\$ 37.50	\$ 39.56	\$ 41.74	\$ 44.04	\$ 46.46
Container cleaning (residential/commercial) - per 3 barrel set or per bin per occurrence	\$ 37.50	\$ 39.56	\$ 41.74	\$ 44.04	\$ 46.46
Container replacement (residential/commercial due to customer damage) - per container per occurrence	\$ 119.00	\$ 125.55	\$ 132.46	\$ 139.75	\$ 147.44
Damage Charge - per occurrence	\$ 119.00	\$ 125.55	\$ 132.46	\$ 139.75	\$ 147.44
Additional Charges					
Access fee (unlocking gates, access via security office or intercom, etc.) - per entry per month	\$ 25.00	\$ 26.38	\$ 27.83	\$ 29.36	\$ 30.97
Bin enclosure clean-up - per occurrence	\$ 59.00	\$ 64.02	\$ 69.46	\$ 75.36	\$ 81.77
Container relocation (residential/commercial) - per container per occurrence	\$ 37.50	\$ 39.56	\$ 41.74	\$ 44.04	\$ 46.46
Driver stand-by or delay time - per each 15 minutes of delay time	\$ 47.50	\$ 50.11	\$ 52.87	\$ 55.78	\$ 58.85



**AGREEMENT
BETWEEN
THE CITY OF LOMITA AND
CALMET SERVICES, INC.
FOR
SOLID WASTE COLLECTION SERVICE**

JUNE 18, 2019

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BETWEEN THE CITY OF LOMITA AND CALMET SERVICES, INC.**

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**AGREEMENT FOR
SOLID WASTE COLLECTION SERVICE**

This **AGREEMENT FOR SOLID WASTE COLLECTION SERVICE** ("Agreement") is entered into this ___ day of _____, 2019, by and between the **CITY OF LOMITA ("City")**, a California municipal corporation, and CalMet Services, Inc., a California corporation ("**Contractor**"), for the Collection, transportation, recycling, processing, composting and disposal of solid waste.

RECITALS

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require cities to make adequate provisions for Solid Waste Collection within their jurisdiction

WHEREAS, Public Resources Code Section 40059 authorizes the cities to determine (i) all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of Collection, means of Collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling service; (ii) whether the services are to be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety and well-being so require by partially exclusive or wholly exclusive franchise, contract, license, permit or otherwise, either with or without competitive bidding; and,

WHEREAS, Public Resources Code Section 40900 et. seq. establishes a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and,

WHEREAS, the City is obligated to protect the public health and safety of the residents and businesses of the City of Lomita, and Collection of solid waste should be undertaken in a manner consistent with the exercise of the City's obligations for the protection of public health and safety; and

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WHEREAS, the City and Contractor are mindful of the provisions of the laws governing the safe Collection, transport, recycling and disposal of solid waste, including California Public Resources Code Section 40000 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. and the Comprehensive Environmental Response, Compensation and Liability Act (" "), 42 U.S.C. §§ 9601 et seq.; and

WHEREAS, the City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which shall Collect from premises in the City of Lomita, transport and dispose of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances); Collect, transport, and recycle and/or compost organic waste and recyclable solid wastes Collected from premises in the City of Lomita; and

WHEREAS, City and Contractor are mindful of new laws adopted by the State of California intended to divert recyclables and organic materials from being landfilled. AB 341 mandates that commercial waste generators arrange for recycling services. AB 1826 mandates that commercial waste generators recycle their organic waste. AB 1594 will end the practice of excluding organic material used as Alternative Daily Cover (ADC) from the calculation of a jurisdiction's total per capita amount of waste disposed. SB 1383 allows the Department of Resources Recycling and Recovery (CalRecycle) to implement new regulations on local jurisdictions if significant progress has not been made in certain waste reduction goals by 2020, and;

WHEREAS, Contractor represents and warrants to City that it has the experience, responsibility and qualifications to conduct recycling programs, to provide City with information sufficient to meet the City's reporting requirements under AB 939, to assist the City in meeting City's other requirements under AB 939, to Collect, transport and dispose of solid waste in a safe manner which will minimize the adverse effects of Collection vehicles on air quality and traffic and has the ability to indemnify the City against liability under CERCLA; and

WHEREAS, the City Council of the City of Lomita determines and finds pursuant to California Public Resources Code Section 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from

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excessive numbers of Collection vehicles, and the protection of the City against CERCLA liability, justify awarding to Contractor a contract for Collection, recycling and disposal of solid waste from premises in the City of Lomita.

WHEREAS, the City's primary goals in entering into this Agreement are to ensure that the Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that the environment is protected, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby agree as follows:

Section 1 DEFINITIONS

The terms used in this Agreement shall have the meaning set forth in this section. In the event a term is not defined in this section, then it shall have the meaning set forth in the Lomita Municipal Code or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the Lomita Municipal Code over conflicting definitions contained in the Public Resources Code). Except as provided in this section, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

1.1 AB 939

‘AB 939’ means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code section 40000 et. seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.2 Agreement

‘Agreement’ means this agreement between City and Contractor, including all exhibits, and any future amendments hereto.

1.3 Backyard Cart Collection Service

‘Backyard Cart Collection Service’ means a service that entails the driver retrieving all the Customer’s Carts from the sideyard or backyard of the Customer’s Premises, and returning them to their original location after the driver has emptied them into the Collection vehicle.

1.4 Bin

‘Bin’ means a Container with plastic lids and a capacity from 2 to 6 cubic yards, which is typically emptied by a front-loading Collection vehicle.

1.5 Bin Collection Service

‘Bin Collection Service’ means providing Solid Waste Collection Services using Bins.

1.6 Bulky Items

‘Bulky Items’ means Solid Waste that cannot or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); electronic waste (including stereos, televisions, laptop computers, computers and computer monitors, microwaves and other similar items discarded from Premises); fluorescent bulbs; household batteries; and clothing. Bulky Items include tree trunks and large branches that do not exceed two (2) feet in diameter or four (4) feet in length. Bulky Items do not include Green Waste that is bundled and placed for Collection. Bulky Items do not include car bodies, auto parts, tires, Construction and Demolition Debris, or items requiring more than two persons to remove.

1.7 C&D Processing Facility

‘C&D Processing Facility’ means any facility that is designed, operated and legally permitted for the purpose of receiving and processing Construction and Demolition Debris.

1.8 CalRecycle

‘CalRecycle’ means the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

1.9 Cart

‘Cart’ means a plastic Container with wheels and a hinged lid with a capacity from 32 to 101 gallons, which is typically emptied by an automated side-loading Collection vehicle.

1.10 Cart Collection Service

‘Cart Collection Service’ means Collection Service using Carts. This includes service provided to Single-family Premises (excluding those single-family customers that elect to use Bin Collection Service), Customers on Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, and Customers on Multi-family Premises with individual storage capacity to store Carts with access to curbside service from side-loading Collection vehicles.

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1.11 City

‘City’ means the City of Lomita, California, a municipal corporation, and all the territory lying within the municipal boundaries of the City as it currently exists, or as such boundaries may be adjusted.

1.12 City Manager

‘City Manager’ means the City Manager or the person designated by the City Manager to administer this Agreement.

1.13 Collection

‘Collect or Collection’ means the act of collecting Solid Waste, Recyclable Materials, Green Waste, Organic Materials, C&D Debris, Bulky Items, and other material from the Designated Collection Location in the City and delivering that material to a Disposal Facility, Material Recovery Facility, Organics Processing Facility, or other approved facility pursuant to this Agreement.

1.14 Commercial Customer

‘Commercial Customer’ means any Person occupying a Commercial Premises and receiving Solid Waste Collection Services from Contractor within the City pursuant to this Agreement.

1.15 Commercial Premises

‘Commercial Premises’ means all premises in the city, other than Residential Premises, where Solid Waste is generated or accumulated. The term ‘Commercial Premises’ is a reference to location, and not to ownership.

1.16 Compactor

‘Compactor’ means any Bin or Rolloff Box that has a compaction mechanism, whether stationary or mobile.

1.17 Composting or Compost

‘Composting or Compost’ means the controlled biological decomposition of Green Waste or Organic Materials into fertilizer, soil amendments, or other useful products.

1.18 Construction and Demolition Debris

‘Construction and Demolition Debris’ or ‘C&D Debris’ means waste building materials, asphalt, concrete, drywall, metals, roofing materials, soils, wood, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial, industrial or institutional buildings and other properties or structures.

1.19 Container

‘Container’ means any Cart, Bin, Rolloff Box, can, or other approved receptacle used or intended to be used for the purpose of holding Solid Waste for Collection.

1.20 Customer

‘Customer’ means any Person receiving Solid Waste Collection Services from Contractor within the City pursuant to this Agreement.

1.21 Designated Collection Location

‘Designated Collection Location’ means the place where the Customer shall place, and from where the Contractor is to Collect, Solid Waste in Containers designed for that purpose.

1.22 Disposal

‘Disposal’ means the final deposition of Solid Waste at a permitted landfill that is in full compliance with all laws and regulations.

1.23 Disposal Site

‘Disposal Site’ means the place, location, tract of land, area, or premises in use, intended to be used, or which has been used, for the Disposal of Solid Waste.

1.24 Dwelling Unit

‘Dwelling unit’ means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-

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term basis. Types of dwellings include single-family dwellings, duplexes, multifamily dwellings, mobile homes, condominiums and townhouses.

1.25 Food Waste

‘Food Waste’ means waste that will decompose and/or putrefy and is segregated for Collection and Recycling. Food waste includes: (i) kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Waste; and, (iv) fruit waste, grain waste, dairy waste, meat, and fish waste.

1.26 Franchise

‘Franchise’ means the exclusive right and privilege to provide Solid Waste Collection services within the City granted by City to Contractor pursuant to the City’s authority under Article 11, Section 7 of the State of California Constitution, and Section 40059 of the Public Resources Code.

1.27 Franchise Fee

‘Franchise Fee’ means the fee paid by Contractor to City pursuant to Section 10.1 of this Agreement as consideration for the exclusive right and privilege to Collect Solid Waste services in the City.

1.28 Garbage

‘Garbage’ means all putrescible waste which generally includes, but is not limited to, animal, vegetative, food or any other waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials attributed to normal activities of a Service Unit. Garbage must be generated by and at the Customer wherein the Garbage is Collected. Garbage does not include those items defined herein as Food Waste or Exempt Waste.

1.29 Green Waste

‘Green Waste’ means non-contaminated material composed of organic matter or plant matter which is the result of seasonal variations or landscape and gardening activities. Green waste includes, without limitation, grass clippings, shrubbery, leaves, tree trimmings, branches, flowers, plant stalks, wood and other plant material. Green Waste

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does not include yucca, cactus, palm fronds, or stumps or branches exceeding six inches (6") in diameter or four feet (4') in length.

1.30 Green Waste Processing Facility

‘Green Waste Processing Facility’ means any facility that is designed, operated and legally permitted for the purpose of receiving and processing Green Waste.

1.31 Gross Revenues

‘Gross Revenues’ means any and all revenue or compensation in any form derived directly or indirectly by Contractor, its affiliates, subsidiaries, parents and any person or entity in which Contractor has a financial interest, from the Collection, transportation, processing, disposal and other services with respect to Solid Waste Collected within the City of Lomita, including Recyclable Materials, Food Waste and Green Waste, pursuant to this Agreement. ‘Gross Revenues’ include, but are not limited to, monthly customer fees for Collection of Solid Waste, including recyclable Solid Waste, Food Waste and Green Waste, special pickup fees, Rolloff Box Container rental and Collection fees and fees for redelivery of Rolloff Box Containers without subtracting Franchise Fees or any other cost of doing business, but excludes revenues from the sale of Recyclable Materials and recyclable Solid Waste

1.32 Hazardous Substance

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos,

polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.33 Hazardous Waste

'Hazardous Waste' means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. 'Hazardous Waste' includes all substances defined as Hazardous Waste, Acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated there under. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

1.34 Holiday

'Holiday' means New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

1.35 Household Hazardous Waste

'Household Hazardous Waste' means Hazardous Waste generated at a Single-family and Multi-family Residential Premises.

1.36 Material Recovery Facility

'Material Recovery Facility' means a facility licensed or permitted in accordance with AB 939 which separates Recyclable Materials, and processes them for sale to brokers and end users.

1.37 Medical Waste

‘Medical waste’ means any biohazardous waste or sharps waste that is composed of, generated or produced as a result of any of the following actions:

- (1) Diagnosis, treatment, or immunization of human beings or animals.
- (2) Medical research involving the diagnosis, treatment or immunization of human beings or animals.
- (3) The production or testing of medicinal preparations made from living organisms and their products, including, but not limited to, serums, vaccines, antigens, and antitoxins.
- (4) The accumulation of properly contained home-generated sharps waste that is brought to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.
- (5) Removal of a regulated waste from a trauma scene by a trauma scene waste management practitioner.

Medical Waste that has been properly treated or autoclaved and that is not otherwise hazardous shall thereafter be considered Solid Waste.

1.38 Multi-family Residential Customer

‘Multi-family Residential Customer’ means any Person occupying a Multi-family Residential Premises and receiving Solid Waste Collection Services from Contractor within the City pursuant to this Agreement.

1.39 Multi-family Residential Premises

"Multi-family premises" means any residential property in the City containing six (6) or more Dwelling Units.

1.40 Non-collection Notice

‘Non-Collection Notice’ means a form developed by Contractor, and approved by City, to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

1.41 Organic Waste

‘Organic Waste’ or ‘Organics’ means Green Waste, Food Waste, manure, and any other organic waste material which is acceptable to be delivered to an organics processing facility such as an anaerobic digester, or composting facility.

1.42 Person

‘Person’ means any individual, firm, association, organization, partnership, corporation, business trust, or joint venture.

1.43 Premises

‘Premises’ means a tract or lot of land within the City where Solid Waste is generated or accumulated.

1.44 Recyclables or Recyclable Materials

‘Recyclables’ or ‘Recyclable Materials’ means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Garbage. Recyclable Materials include those materials defined by the City, including newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, office ledger paper, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; #1-7 plastics regardless of form or mold (including but not limited to plastic containers, bottles, wide mouth tubs, plastic bags, film plastic, and polystyrene), aseptic containers, aluminum foil and pans; and those materials added by Contractor from time to time.

1.45 Recycle or Recycling

‘Recycle’ or ‘Recycling’ means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace.

Recycling does not include Transformation as defined in Public Resources Code Section 40201.

1.46 Refuse

‘Refuse’ means Garbage and Rubbish.

1.47 Regular Bin Collection Service

‘Bin Collection Service’ means using Bins to provide Solid Waste Collection Services to established residential, retail, commercial, and industrial facilities that require Collection service on a regular, ongoing, and indefinite basis. ‘Bin Collection Service’ includes providing Solid Waste Collection Services to established Multi-family Premises with enclosure(s) or dedicated space(s) in common areas to accommodate Bins serviced by front-loading Collection vehicles. ‘Bin Collection Service’ includes providing Collection service using Bins to established Commercial Premises, but does not include providing service to: 1) Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, or, 2) Commercial Premises that generate large quantities of waste that elect to use Rolloff Collection Service.

1.48 Regular Rolloff Collection Service

‘Regular Rolloff Collection Service’ means using Rolloff Boxes or Rolloff Compactors to provide Solid Waste Collection Services to established retail, commercial, and industrial facilities that require Rolloff Service on a regular, ongoing, and indefinite basis.

1.49 Residential Premises

‘Residential’ or ‘Residential Premises’ includes single-family residences and multifamily residences, including apartments and condominiums (in which each unit has separate cooking and bathing facilities). The terms do not include hotels, motels, rooming houses, hospitals, nursing homes, convalescent centers, dormitories or barracks or other group living places. ‘Residential’ or ‘residential premises’ is a reference to location, and not to ownership or to an interest in property.

1.50 Rolloff Box

‘Rolloff Box’ means an open top metal Container with a capacity from 10 to 40 cubic yards, which is designed to be pulled onto a rolloff vehicle.

1.51 Rolloff Collection Service

‘Rolloff Collection Service’ means providing Solid Waste Collection Services using Rolloff Boxes or Rolloff Compactors.

1.52 Rolloff Compactor

‘Rolloff Compactor’ means an enclosed metal Container equipped with a hydraulic packing ram with a capacity from 15 to 35 yards, which is designed to be pulled onto a rolloff vehicle.

1.53 Rubbish

‘Rubbish’ means, without limitation, the following items: waste and refuse capable of burning readily, including straw, packing materials, leather, rubber, clothing, bedding, books, rags and all similar articles which will burn by contact with flames or ordinary temperatures; and ashes, crockery, china, pottery, metal wire and other similar materials.

1.54 Scavenging

‘Scavenging’ means the unauthorized removal of Recyclables that have been set out for Collection.

1.55 Scout Truck

‘Scout Truck means a heavy-duty service truck with forks used to pre-position Bins to the Designated Collection Location. Scout Trucks are smaller than regular route Collection vehicles, and able to more easily navigate long, steep, winding, or narrow roads or driveways, or roads that are in poor condition.

1.56 Service Area

‘Service Area’ means that area within the corporate limits of the City of Lomita, California.

1.57 Single-family Residential Premises

‘Single-family Residential Premises’ means any Residential Premises in the City, except multiple dwellings containing six (6) or more Dwelling Units. Single-family residential includes not only single-family residences, but also those residences, including

apartments and condominiums (in which each unit has separate cooking and bathing facilities) of five (5) or fewer Dwelling Units.

1.58 Solid Waste

‘Solid Waste’ means all putrescible and non-putrescible solid, semisolid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home appliances, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. ‘Solid Waste’ includes Recyclable Materials, Organics, Green Waste, Construction and Demolition Debris, and Bulky Items. Solid Waste does not include Hazardous Waste, or untreated Medical Waste.

1.59 Solid Waste Facility

‘Solid Waste Facility’ means a solid waste transfer or processing station, a composting facility, a gasification facility, a Transformation Facility, or a Disposal Site.

1.60 Solid Waste Collection Services

‘Solid Waste Collection Services’ means the Collection, transportation, storage, transfer, processing, and Disposal of Solid Waste.

1.61 Term

‘Term’ means the Term of this Agreement, including any agreed upon extension periods, as provided for in Section 4.3.

1.62 Transformation

“Transformation” means incineration, pyrolysis, distillation, or biological conversion other than composting. ‘Transformation’ does not include composting, or biomass conversion.

1.63 Transformation Facility

“Transformation Facility” means a facility whose principal function is to convert, combust, or otherwise process solid waste by incineration, pyrolysis, distillation, or biological conversion other than composting. A ‘Transformation Facility’ does not include a composting facility or a biomass conversion facility.

1.64 Waste Generator

‘Waste Generator’ means the owner or occupant of premises that initially produces Solid Waste.

1.65 Work Day

‘Work Day’ means any day, Monday through Saturday, which is not a Holiday as set forth in Section 6.1.3 of this Agreement.

Section 2 GRANT OF RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE

2.1 Grant of Exclusive Rights

This Agreement grants to Contractor for the Term of this Agreement during which Solid Waste Handling Service is to be provided, the exclusive right and privilege to Collect, transport, process, recycle, compost, retain and dispose of Solid Waste Collected from Single-family, Multi-family, and Rolloff Customers, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below. No other services shall be exclusive to the Contractor.

2.2 Limitations to Scope of Exclusive Agreement

The exclusive franchise, right and privilege to provide Solid Waste Collection Services at Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor or which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

1. The sale or donation of source-separated Recyclable Material by the Waste Generator or Customer to any Person other than Contractor; provided, however, to the extent permitted by law, if the Waste Generator or Customer is required to pay monetary or nonmonetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, then it shall not be considered a sale or donation.
2. Solid Waste, including Recyclable Materials and Green Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing facility or Disposal Site in a manner consistent with all applicable laws and regulations.
3. Recyclable Materials, Organic Waste or Bulky Wastes which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations.

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4. Recyclables delivered to a recycling center or drop-off station by the Waste Generator for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.
5. Bulky Waste removed from a Single-Family Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service.
6. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service.
7. The Collection, transfer, transport, Recycling, and processing of animal by-products, fats, oils, or grease to be rendered and used as tallow.
8. The Collection, transfer, transport, Recycling, processing, and disposal of byproducts of sewage treatment, including sludge, sludge ash, grit and screenings.
9. The Collection, transfer, transport, Recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, untreated Medical Waste, and radioactive waste regardless of its source.
10. Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company (e.g., with a State contractor license type C-21) or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own loaders and dump trucks.
11. The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment.
12. Solid Waste Collection Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste.

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The exclusive franchise, right and privilege to provide Solid Waste Collection Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth in this Agreement, the scope of this Agreement shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor resulting from any change in law.

2.3 Enforcement of Exclusive Rights

Contractor shall be responsible for enforcing the exclusive rights in this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity of this Agreement. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted in this Agreement. City shall have the right, but not the obligation, to enforce the exclusivity in this Agreement, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity in this Agreement, or to assist Contractor in doing so.

2.4 Annexation

Contractor's rights and obligations in this Agreement shall apply in any territory annexed to the City during the Term of this Agreement, except to the extent that the application of such rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law. If upon annexation Contractor is permitted to provide Solid Waste Collection Services to Customers in the annexed territory pursuant to preexisting rights granted by another jurisdiction, Contractor shall provide all such Customers in the annexed area with the same services, at the same rates, as are available to Customers pursuant to the terms of this Agreement.

Section 3 REPRESENTATIONS AND WARRANTIES

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

1. Contractor is a validly existing corporation under the laws of the State of California.
2. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations in this Agreement: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
3. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations in this Agreement or which would have a material adverse effect on the financial condition of Contractor.
4. Contractor has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
5. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not

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impair its ability to perform the work and provide the Solid Waste Collection services required by this Agreement.

6. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in its proposal to the City, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.
7. This Agreement supersedes and replaces the two previous agreements between the City and Contractor, the Residential Collection Agreement, and the Commercial Collection Service Agreement, both dated October 1, 2009, with the exception of the provisions of those agreements that specifically survive the expiration of the term of those agreements. Those provisions that survive the expiration of the term of those agreements include, but are not limited to, Section 19.8 – CERCLA Defense Records, Section 20.2 – Indemnification, Section 20.11 – Environmental Indemnification, and Section 20.22 – Evidence of Insurance; Insurance Repository. Contractor’s similar obligations under this agreement survive termination of this agreement and expiration of the term of this agreement. By way of example, those sections include Section 11 and Section 14 and as otherwise noted in this agreement.

Section 4 EFFECTIVE DATE AND TERM

4.1 Conditions to Effectiveness of Agreement

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed in this Agreement:

1. Accuracy of Representation - All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.
2. Absence of Litigation - There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
3. Furnishing of Insurance, Bond, and Letter of Credit - Contractor shall have furnished the evidence of insurance, and performance bond required by this Agreement.
4. Effectiveness of City Council Action - City Council's Ordinance or Resolution approving this Agreement shall have become effective pursuant to California law.
5. Administrative Fee - Contractor shall have paid to the City the Administrative Fee pursuant to Section 10.2 of this Agreement.

4.2 Effective Date

The 'Effective Date' of this Agreement shall be the date upon which all the conditions set forth in the above section have been accomplished, and have been accepted in writing by the City.

4.3 Term

Contractor shall provide Solid Waste Collection Services and Disposal Services in accordance with this Agreement for a period of eight (8) years beginning July 1, 2019 through midnight on June 30, 2027 (the "Term"), unless this Agreement is terminated sooner pursuant to Section 19 of this Agreement.

Section 5 SCOPE OF SERVICES

5.1 Solid Waste Collection – General

To protect the public health and safety, Contractor shall provide all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste generated or accumulated within the City from all Customers covered by this Agreement at least once per week. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Collection Services.

5.2 Single-family Collection

5.2.1. Single-family Collection – General

Contractor shall Collect and Dispose or Process all Solid Waste properly placed out for Collection by Single-family Customers at the Designated Collection Location not less than once per week using automated Collection vehicles and automated Carts. In some cases, Contractor may Collect Solid Waste from Single-family Customers using Bins or Rolloff Boxes.

Pursuant to Section 5-3.10 (c) of the Lomita Municipal Code, City shall require all single-family premises to subscribe to Collection service provided by Contractor. City at its sole discretion shall have the right to waive this requirement for individual Customers on a case-by-case basis. City shall notify Contractor of any such waiver in writing or via email.

The Designated Collection Location for Single-family Customers shall be at the curb unless the Premises does not have curbside access, in which case the Designated Collection Location shall be in the alley behind the Premises. A Cart shall be considered properly placed out for Collection if it is feasibly accessible by Contractor's Collection vehicles. Notwithstanding the above, if a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

5.2.2. Cart Collection Service - Refuse

Contractor shall Collect Refuse from all Single-family Customers in the City using automated Collection vehicles and Carts. Contractor shall provide each Single-family

Customer with one Refuse Cart per Dwelling Unit. Each Customer may choose either a ninety-six (96) gallon cart, a sixty-four (64) gallon cart, or a thirty-two (32) gallon cart.

Upon request by Customer, Contractor shall provide additional ninety-six (96), or sixty-four (64) gallon Refuse Carts. Contractor may charge the Customer based on each Customer's size and number of Refuse Carts according to the monthly rate schedule in Exhibit A.

5.2.3. Cart Collection Service - Recyclables

Contractor shall Collect Recyclables from all Single-family Customers in the City using automated Collection vehicles and Carts. Contractor shall Collect Recyclables on the same day as Customer's Refuse Cart is Collected. Contractor shall provide Recycling Cart at no charge. Contractor shall provide each Single-family Customer in the City with at least one 96 gallon Recycling Cart per Dwelling Unit. Upon Customer request, Contractor shall provide a 64 gallon Recycling Cart instead of the 96 gallon Cart.

Upon Customer request, Contractor shall provide one (1) additional 96 or 64 gallon Recycling Cart at no charge (for a total of two Recycling Carts). Upon Customer request, Contractor shall provide Recycling Carts in addition to the first two Recycling Carts according to the monthly rates for additional Recycling Carts in Exhibit A.

5.2.4. Cart Collection – Green Waste

Contractor shall Collect Green Waste from all Single-family Customers in the City using automated Collection vehicles and Carts. Contractor shall Collect Green Waste on the same day as Customer's Refuse Cart is Collected. Contractor shall provide Green Waste Cart at no charge. Contractor shall provide each Single-family Customer in the City with at least one 96 gallon Green Waste cart per Dwelling Unit. Upon Customer request, Contractor shall provide a 64 gallon Green Waste Cart instead of the 96 gallon Cart.

Upon Customer request, Contractor shall provide one (1) additional 96 or 64 gallon Green Waste Cart at no charge (for a total of two Green Waste Carts). Upon Customer request, Contractor shall provide Green Waste Carts in addition to the first two Green Waste Carts according to the monthly rates for additional Green Waste Carts in Exhibit A.

5.2.5. Backyard Cart Collection Service

Contractor shall provide Backyard Collection Service, which shall consist of the driver retrieving all the Customer's Carts from the sideyard or backyard of the Customer's Premises, and returning them to their original location after the driver has emptied them into the Collection vehicle.

Upon Customer request, Contractor shall provide Backyard Collection Service to Customers at no charge if all adults residing at the Premises have disabilities that prevent them from setting their Carts at the curb for Collection, and if a request for no-charge Backyard Collection Service has been made to, and approved by the City. The City shall notify the Contractor of any Premises requiring no-charge Backyard Collection Service along with the date such service is to begin.

Upon request by other Single-family Customers that do not qualify for no-charge service, Contractor shall provide Backyard Collection Service at the rates for Backyard Collection Service shown in Exhibit A.

5.2.6. Bin Collection Service – Single-family

Upon Customer request, Contractor shall provide Refuse Bin Collection Service to Single-family Customers. Contractor shall provide Refuse Bin Collection Service to Single-family Customers at the same rates charged to Multi-family Customers shown in Exhibit B.

5.2.7. Rolloff Collection Service – Single-family

Upon Customer request, Contractor shall provide Rolloff Collection Service to Single-family Customers. Contractor shall provide Rolloff Collection Service to Single-family Customers at the rates shown in Exhibit B.

5.2.8. Backyard Compost Program

Throughout the term of this Agreement, at no additional charge, and at City's request, Contractor shall provide composting bins to Customers. Such composting bins shall be provided to Customers within seven (7) Work Days of request.

5.2.9. Holiday Trees

Contractor shall Collect all Holiday trees from Single-family which are properly placed for Collection from the first Work Day after December 25th until January 15th. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than four (4) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

5.2.10. Bulky Item Collection – On-call

On an on-call basis, the Contractor shall provide up to four (4) Bulky Item Collections per calendar year of Bulky Items from each Dwelling Unit at each Single-family Customer. Upon receiving a request from Customer two (2) Work Days in advance, Contractor shall Collect Bulky Items on the Customer's regular weekly Collection day at no extra charge. Each Bulky Items Collection shall be limited to up to six (6) items per Collection event (i.e., per pickup).

Contractor shall provide Bulky Items Collection Service to all Customers whose Bulky Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location that will provide safe and efficient access for Contractor's crews and vehicle. Contractor shall not be required to remove any items that cannot be safely handled by two persons.

Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed four (4) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit A.

5.2.11. E-waste and Dry Cell Batteries

Contractor shall collect E-Waste or dry cell batteries on an on-call basis upon request by Single-family Customers. Each on-call E-Waste or dry cell batteries pick-up request shall be scheduled at least one (1) Work Day prior to the regularly scheduled Collection day and shall be responded to by Contractor on the next regularly scheduled Collection day. E-Waste and dry cell batteries shall not be commingled with Recyclable Materials or collected in Recycling Carts.

5.3 Commercial and Multi-family Collection

5.3.1. Commercial and Multi-family Collection – General

Contractor shall Collect and Dispose or Process all Solid Waste properly placed out for Collection by Commercial and Multi-family Customers at the Designated Collection Location not less than once per week using front-loading Collection vehicles and Bins. In some cases, Contractor may Collect Solid Waste from Commercial and Multi-family Customers using Carts. Contractor shall provide the size and quantity of Refuse Bins or Carts, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety.

Contractor shall replace empty Bins and Carts to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. A Cart shall be considered properly located for Collection if it is feasibly accessible by Contractor's automated sideloading Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

5.3.2. Bin Collection - Refuse

Contractor shall Collect Refuse from all Commercial and Multi-family Customers no less frequently than once per week. Contractor shall provide the size and quantity of Bins or Carts as requested by Customer. Contractor shall charge the Customer for Bin Collection Service based on each Customer's size and number of Refuse Bins, and number of weekly pickups according to the monthly rates schedule in Exhibit B and Exhibit C.

5.3.3. Bin and Cart Collection – Recyclables

Upon request by Customer, Contractor shall Collect source-separated Recyclables from Commercial and Multi-family Customers no less frequently than once per week. Contractor may use Bins or Carts to Collect Recyclables from Commercial and Multi-family Customers. Contractor shall provide the size and quantity of Bins or Carts as requested by Customer. Contractor shall Collect Recyclables from Commercial and Multi-family Customers at no additional charge to Customer or City.

5.3.4. Bin and Collection - Organics

Upon request by Customer, Contractor shall Collect source-separated Organics from Commercial and Multi-family Customers not less than once per week using Carts or Bins or Carts. For Customers that subscribe to Commercial Organics Collection Service, Contractor shall Collect Organics properly placed in Carts or Bins from the Designated Collection Location. Contractor shall charge Customers for Organics Collection Service based on each Customer's size and number of Carts or Bins, and number of weekly pickups according to the monthly rate schedule in Refuse Cart Collection - Commercial. Upon request by Customer, Contractor shall Collect Refuse from Commercial Customers no less frequently than once per week using Carts. Contractor shall provide the size and quantity of Carts as requested by Customer. Contractor shall charge Commercial Customers for Refuse Cart Collection Service based on each Customer's size and number of Carts, and number of weekly pickups, according to the monthly rate schedule in Exhibit B and Exhibit C.

5.3.5. Refuse Cart Collection – Multi-family

Upon request by Customer, Contractor shall Collect Refuse from Multi-family Customers no less frequently than once per week using Carts. Contractor shall provide the size and quantity of Carts as requested by Customer. Contractor shall charge Multi-family Customers for Refuse Cart Collection Service based on each Customer's size and number of Carts, and number of weekly pickups, according to the monthly rate schedule in Exhibit B.

5.3.6. Scout Service

Contractor shall provide Scout Service to those Customers whose Cart or Bin storage location reasonably precludes safe or feasible access to the Bin by the Contractor's route vehicle. Scout Service entails using a heavy-duty service truck with forks to pre-position

Bins to the Designated Collection Location, which is readily accessible to the route vehicle. Once the Bin is emptied by the route vehicle, the Cart or Bin is returned to the Cart or Bin storage location. Contractor shall charge Customers with Scout Service on each Customer's number of Carts or Bins, and number of weekly pickups, according to the monthly rate schedule in Exhibit B and Exhibit C.

5.3.7. Push Out Service

Push Out Service entails the driver dismounting from the route vehicle to move Carts or Bins more than ten (10) feet from their storage location to the Designated Collection Location, and then returning the Cart or Bin to its original storage location. Contractor shall charge Customers that require Push Out Service based on each Customer's number of Carts or Bins, and number of weekly pickups, according to the monthly rate schedule in Exhibit B and Exhibit C. Push Out Service is charged in increments of ten (10) feet.

5.3.8. Backout Fees

Backout Fees apply to service locations at which the Contractor's driver is required to back up the route vehicle more than fifty (50) feet to exit the Premises. Contractor shall charge Customers with service locations that require the driver to back up the route vehicle more than fifty (50) feet based on each Customer's number of weekly pickups, according to the monthly rate schedule in Exhibit B and Exhibit C. Backout Fees are charged in increments of fifty (50) feet.

5.3.9. Multi-family Holiday Trees

Contractor shall Collect all Holiday trees from Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through January 15th. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than four (4) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

5.3.10. Multi-family Bulky Item Collection – On Call

On an on-call basis, the Contractor shall provide on-call Bulky Item Collection Service to Multi-family Customers. Each Multi-family Customer shall be entitled to up to one (1)

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Bulky Item Collection per number of Dwelling Units per calendar year. Upon receiving a request from Customer two (2) Work Days in advance, Contractor shall Collect Bulky Items on the Customer's regular weekly Collection day at no extra charge. Each Bulky Items Collection shall be limited to up to six (6) items per Collection event (i.e., per pickup).

Contractor shall provide Bulky Items Collection Service to all Customers whose Bulky Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location that will provide safe and efficient access for Contractor's crews and vehicle. Contractor shall not be required to remove any items that cannot be safely handled by two persons.

Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed one (1) per the number of Dwelling Units on a subject property in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit A.

5.4 Rolloff Collection Service

5.4.1. Rolloff Collection Service - General

Contractor shall offer and provide Rolloff Collection Service to Single-family, Multi-family, Commercial, and Construction and Demolition Customers. Contractor shall Collect Solid Waste from all Rolloff Collection Customers using Contractor-furnished Rolloff Boxes or Customer-furnished Rolloff Compactors. Upon Customer request, Contractor shall furnish the size and number of Rolloff Boxes requested by Customer.

Contractor is not obligated to furnish Rolloff Compactors. Contractor may sell or lease Rolloff Compactors to Customers. Any sale or lease of Rolloff Compactors to Customers, and any associated sale or lease compensation to Contractor, shall be outside the scope of this Agreement. However, the Collection Service provided to those Customers with

Rolloff Compactors, and the associated Gross Revenues, shall be within the scope of this Agreement.

A Rolloff Box or Rolloff Compactor shall be considered properly located for Collection if it is feasibly accessible by Contractor's rolloff Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

5.4.2. Regular Rolloff Collection Service

Upon request by Customer, Contractor shall collect Solid Waste from Single-family Residential, Multi-family Residential or Commercial Premises using Rolloff Collection Service. Contractor must deliver, exchange, or remove Rolloff Boxes for Customers within one (1) Work Day of request by Customer. Contractor shall charge the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load according to the rate schedule in Exhibit B and Exhibit C, with the exception of the COD Rolloff Rates described in Section 9.6.7

5.4.3. Rolloff Collection – Construction and Demolition Debris

Upon request by Customer, Contractor shall Collect Construction and Demolition Debris from Single-family Residential, Multi-family Residential or Commercial Premises using Rolloff Box Collection Service. Contractor shall provide open top Rolloff Boxes to Customers. Contractor shall deliver, exchange, or remove Rolloff Boxes for Customer within one (1) Work Day of request by Customer. Contractor shall deliver all loads of mixed Construction and Demolition Debris to a C&D processing facility for separation and recovery of Recyclable Material. Contractor shall divert a minimum of 65% of all Construction and Demolition Debris Collected.

For all projects covered by the City's Green Building Standards, Contractor shall fully cooperate with Customer in Customer's compliance with Section 10-8 of the Lomita Municipal Code (e. g., by reviewing Customer's waste management plan and by providing documentation from processing facilities to which material was delivered, etc.). Contractor shall charge the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load according to the rate schedule in Exhibit B and Exhibit C, with the exception of the COD Rolloff Rates described in Section 9.6.7.

5.4.4. Rolloff Collection – Source Separated Recyclables

Upon request by Customer, Contractor shall Collect source-separated Recyclables from Customers using Rolloff Box Collection Service. Contractor shall provide open top Rolloff Boxes to Customers. Contractor shall deliver, exchange, or remove Rolloff Boxes for Customer within one (1) Work Day of request by Customer. Contractor shall deliver all loads of source-separated Recyclables to a processing facility for recovery of Recyclable Material. Contractor shall charge the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load and actual tipping fees according to the rate schedule in Exhibit B and Exhibit C, with the exception of the COD Rolloff Rates described in Section 9.6.7.

5.5 City Facilities

Contractor shall Collect and dispose of all Refuse, Recyclable Material, and Green Waste put in Containers for Collection at all facilities owned, leased, and/or operated by the City at no charge. City facilities include, but are not limited to, City Hall, City offices, parks, corporation yards, recreation centers, and community centers. Contractor shall provide the number and size of Containers, and frequency of service at the City's direction. Service levels and number of City facilities served may increase during the Term of this Agreement without any additional compensation paid to the Contractor.

5.6 City-sponsored Special Events

Upon request by City, Contractor shall provide Solid Waste Collection and Disposal/processing service for City-sponsored special events at no charge, as requested by City. Contractor shall provide Collection Services in such a manner that all Solid Waste and recycling needs of the event are adequately and properly provided. This shall include providing Containers (Carts, Bins, Roll-off Boxes, and/or clearly labeled cardboard waste boxes with liners) to Collect and dispose of, or process, all Refuse, Recyclables, and Organics. The Contractor shall provide services at up to ten (10) City-sponsored events, at no cost to City, ratepayers, or event organizers.

5.7 Community Development Review

Contractor, upon City's request, shall assist City's Community Development Department by reviewing applicants' plans for Single-family Residential, Multi-family Residential, and Commercial projects with respect to the adequacy of provision for effective and economical storage and Collection of Solid Waste.

Section 6 OPERATIONS PERSONNEL AND EQUIPMENT

6.1 Operations

6.1.1. Manner of Collection

Contractor shall provide Commercial Collection service with as little disturbance as possible and shall leave any Cart in an upright position, and leave Bins and Carts at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

6.1.2. Hours of Collection

To protect the peace and quiet of residents, Contractor shall not Collect Solid Waste before 7:00 a.m. or after 6:00 p.m. However, Contractor may provide service to Commercial Customers that are more than 600 feet away from a residential zone as early as 6:00 a.m. Contractor may provide service on Sundays to Commercial Customers upon request, and only between the hours of 9:00 am and 5:00 pm. The City may direct Contractor to reduce the Collection hours in areas around schools and in high traffic areas during peak traffic hours. When the City is conducting road rehabilitation projects, the City reserves the right to temporarily redirect or restrict Contractor from Collection in the affected areas if needed. The hours of Collection may be extended due to extraordinary circumstances with the prior written (e.g., e-mail) consent of the City Manager.

6.1.3. Holidays

Contractor shall not Collect Solid Waste on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on a weekday, Collection Services for the Holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week. Friday Collection Services shall be performed on Saturday.

6.1.4. Complaints for Missed Collections

In the case of a Complaint for a missed Collection received on a Collection day, Contractor shall make the Collection not later than 5 p.m. if it has been notified by noon, or on the first Collection day after the Complaint is received, if the Complaint was received after noon.

6.1.5. Hazardous Waste Inspection and Reporting

Contractor has the right and obligation to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Household Hazardous Waste or Hazardous Waste. In the event a Customer sets out for Collection any Household Hazardous Waste or Hazardous Waste, Contractor shall reject the material, tag the Container with instructions to the Customer for the proper method to discard of Hazardous Waste, and record the event in the Customer's profile in Contractor's billing system.

Contractor shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Waste, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor will immediately notify the City Manager.

6.1.6. Refusal to Collect

When Solid Waste is not Collected from any Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

6.1.7. Load Weight

Contractor shall not load its Collection vehicles such that the vehicle's gross weight (the total weight of the load and the vehicle) exceeds the manufacturer's gross vehicle weight rating (GVWR), or exceeds any other weight limits imposed by state or local laws or regulations.

6.1.8. Private Streets and Alleys

Contractor shall use its best efforts to prevent damage to alleys and to private streets, alleys and parking lots over which Collection equipment may be operated and to obtain all required approvals for operation of its Collection vehicles on private streets, parking lots and private alleys.

6.1.9. Property Damage

If Contractor's employees or subcontractors cause any injury, damage or loss to City property, including but not limited to City streets or curbs, Contractor shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense.

6.1.10. Route Maps and Changes

Upon request by City, Contractor shall provide the City with maps of Contractor's routes in a format acceptable to the City. Contractor shall submit to the City, in a format acceptable to City, maps of any proposed route changes at least sixty (60) calendar days prior to the proposed date of implementation. Contractor shall not implement any route changes without the prior review of the City. Contractor shall provide Customers with at least thirty (30) days advance notice of any changes in their Collection day.

6.1.11. Route Audits

If the City receives repeated complaints by Customers, or if the City believes that Contractor has not routed the City efficiently, or if Contractor has received repeated complaints about missed Collections, the City reserves the right to conduct audits of Contractor's routes using a third party at Contractor's expense. Contractor shall cooperate with the City in connection with any such audit, including permitting City employees or agents, designated by the City, to ride in the Collection vehicles to conduct the audits. Contractor shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any Person designated by the City to conduct such audits.

6.1.12. Commingling of Routes

Contractor shall not commingle City Collection routes with other city or county routes without the express prior written authorization of the City Manager. Each route shall be dedicated exclusively to City-generated Solid Waste Collected within City boundaries under this Agreement.

6.2 Personnel

6.2.1. Qualifications

Contractor shall employ a sufficient number of qualified personnel to perform the services set forth in this Agreement. Contractor shall ensure that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. Contractor shall provide operating and safety training that meets minimum OSHA standards for all its drivers, helpers, and those employees who are otherwise directly involved in Collection operations. Contractor shall train its drivers and helpers in the identification of Hazardous Waste. Each driver shall at all times carry a valid California driver's license, and any other required licenses for the type of vehicle that is being operated. Each driver shall comply with all applicable state and federal laws, regulations and requirements.

6.2.2. Conduct

Contractor's employees shall conduct themselves in a competent, thorough, and courteous manner. The City may request the transfer of any employee who materially violates any provision in this Agreement, or who is negligent, careless, or discourteous in the performance of their duties. Contractor's field operations personnel shall wear a clean uniform with the employee and Contractor's name. Contractor's employees, who normally come into contact with the public, shall bear a company photo identification card. Contractor's employees shall not in any way represent themselves as employees of City.

6.2.3. Fees and Gratuities

Contractor shall not, nor shall it permit any officer, agent or employee to, request, solicit, demand or accept, either directly or indirectly, any fee or gratuity for the performance of services required under this Agreement.

6.2.4. Drug and Alcohol Testing

Contractor shall prescreen all applicants seeking employment that would result in the applicant, if hired, driving Contractor's vehicles within City. The prescreening shall include drug and alcohol testing by a certified independent testing laboratory. Contractor shall reject any applicant for employment within City who tests positively for any prohibited substance. In addition, Contractor shall conduct unannounced random drug and alcohol

testing of all employees performing driving duties within City pursuant to the regulations administered by the Federal Motor Carrier Safety Administration (49 CFR, Part 40). The random testing shall be conducted by a certified independent testing laboratory. Any employee who tests positive for prohibited substances or alcohol shall be immediately and permanently removed from any assignment to perform duties under this Agreement.

6.2.5. Service Supervisor

Contractor has designated a supervisor to be in charge of the Collection Service within the Service Area. At least thirty (30) calendar days prior to replacing the designated supervisor Contractor shall notify City in writing of the name and qualifications of the new service supervisor. Contractor shall ensure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the City Manager through the use of a mobile telephone at all times that Contractor is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, Contractor shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor, the service supervisor shall provide the City with an emergency phone number where the supervisor can be reached outside of normal business hours.

6.2.6. Non-discrimination

In the performance of all work and services under this Agreement, Contractor shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. Contractor shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

6.2.7. Lockouts

Contractor shall not institute a lockout of any or all of its employees unless Contractor has previously provided an alternate plan of continuing the highest level of services during the entire possible period of such a lockout with ample fully trained substitutes for all such locked out employees, and City has approved such alternate plan in writing prior to such lockout being instituted by Contractor.

6.3 Vehicles

6.3.1. General

Contractor shall provide vehicles that are sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall at all times own and maintain reserve Collection equipment which can be put into service within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform its regular Collection services.

Contractor shall equip vehicles so as to prevent Solid Waste from being blown or otherwise escape from the vehicle. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes its vehicles.

Each Collection vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a radio to enable the driver to communicate directly with Contractor's dispatcher and/or main office.

No Collection Vehicle shall be utilized if it is leaking fluids. Contractor shall clean up any leaks or spills from its vehicles. Contractor shall equip all Collection Vehicles with absorbent for such cleanups. No fluids shall be washed into storm drains at any time.

6.3.2. Appearance

Contractor shall paint each vehicle periodically (including performing all necessary body work), as frequently as necessary to maintain a positive public image. Contractor shall mark the rear, and both sides of each vehicle with the Contractor's name, telephone number, and a vehicle number in letters not less than six (6) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

6.3.3. Maintenance

Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage,

including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

6.3.4. Emissions

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

6.3.5. Noise

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy-five (75) decibels (dB)A at a distance of twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any Collection vehicle which City or Contractor has received more than one complaint regarding excessive noise in a twelve month period.

6.3.6. Safety

Contractor shall equip each vehicle with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry during the Term of this Agreement. Collection vehicles shall be well marked and highly visible. At a minimum, Collection vehicles shall have a back-up warning alarm, and a video back-up system, or its equivalent.

6.3.7. Vehicles Used for Bulky Items

Vehicles used for Collection of Bulky Items shall not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances. Contractor may use vehicles with mechanical packing mechanisms if used for the purpose of collecting Bulky Items that are not deemed recyclable or reusable or do not contain Freon or other gases.

6.3.8. Inspection of Vehicles

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

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Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports. Contractor shall make all records related to its vehicles available to City upon request by the City Manager.

City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

Any Collection Vehicle that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as the City Manager determines the issue regarding said Collection vehicle is corrected.

6.4 Containers

If any Solid Waste enterprise providing Solid Waste Collection Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Contractor shall Collect and dispose of all such Containers at no additional charge to City or Customers.

6.4.1. Carts

Contractor shall provide Cart Collection Customers with Carts during the Term of this Agreement. Carts and Cart lids must meet color, size, uniformity, and quality requirements of the City. Contractor shall provide and maintain Carts and Cart lids with consistent colors and in good condition. Contractor shall maintain all Carts in good repair. If a Cart is broken or damaged, Contractor shall repair or replace such Carts by the next regularly scheduled Collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next Collection day.

Carts shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in each type of Cart. City shall approve what information is marked on Carts.

6.4.2. Cart Exchange

Upon notification to the Contractor by the City or a Customer that a change in the size or number of Carts is required, the Contractor shall deliver such Carts to such Customer by the next regularly scheduled Collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next Collection day. Each Cart Customer shall be entitled to receive one (1) free Refuse Cart exchange, one (1) free Recycling Cart exchange and one (1) free Organics Cart exchange per year during the Term of this Agreement. For exchanges that exceed one (1) per year, Contractor may charge Customers the cart exchange fee shown in Exhibit A.

6.4.3. Cart Replacement

Any Cart damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense. If a Cart is lost, stolen or damaged beyond repair through no fault of the Contractor, the Contractor shall deliver replacement Cart to Customer by the next regularly scheduled Collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next Collection day. Each Cart Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organics Cart during the initial Term of this Agreement at no cost. For replacements of more than one (1) lost, destroyed, or stolen Cart of each type during the initial Term, Contractor may charge Customer the Cart replacement fee shown in Exhibit A. Customers shall be entitled to one (1) free replacement Cart of each type during the Term of this Agreement.

6.4.4. Ownership of Carts

Contractor shall own all Carts provided under this Agreement. In the event this Agreement is not extended or renewed, Contractor shall remove all Carts in service from the City.

6.4.5. Bins

Contractor shall provide Bin Collection Customers with Bins required during the Term of this Agreement. The size and quantity of Bins shall be determined by mutual agreement between Customer and Contractor, and shall be subject to City approval. Contractor shall maintain Bins in a clean condition and free from putrescible residue. Bins shall be watertight, and constructed of heavy metal, or other durable material. Bins shall be well painted, and maintained in good repair.

Contractor shall mark each Bin with the name of Contractor and phone number in letters not less than three (3) inches high. Bins shall be labeled to include instructions on what materials should and should not be placed in the Bin. Contractor shall replace Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color, and all Recycling Bins shall be painted a different, uniform color.

6.4.6. Bin Replacement

Upon Customer or City request, or if required to maintain the Bins in a clean condition, Contractor shall clean or replace all Bins once per year at no additional charge. Contractor shall perform cleaning or replacement of Bins more frequently if necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City. Contractor shall remove graffiti from any Container within two (2) Work Days of request by City or Customer.

6.4.7. Locking Bins

Contractor shall provide locking Bins upon Customer request. Contractor shall be entitled to the monthly charge for locking bins shown in the Rate Schedule in Exhibit B and Exhibit C.

6.4.8. Rolloff Boxes

Contractor shall provide Roll-off Boxes to Rolloff Customers sufficient to meet Customer demand throughout the Term of this Agreement. Contractor shall keep all Roll-off Boxes clean, well-painted free from graffiti, and in good repair. Contractor shall display the name and phone number of Contractor in letters not less than three (3) inches high on Rolloff Boxes.

6.4.9. Rolloff Compactors

Maintenance of Customer-owned Rolloff Compactors shall be the responsibility of the Customer, and not Contractor. Contractor may sell, or lease Rolloff Compactors to Customers. Any such sale or lease shall be outside the scope of this Agreement. Any proceeds to Contractor from the sale or lease of Rolloff Compactors are not included in Gross Revenues.

Section 7 CUSTOMER SERVICE

7.1 Office Hours

Contractor shall maintain an office with assigned personnel accessible by a local or toll-free phone number. Contractor's office hours are to be from 8:00 a.m. to 5:00 p.m. Monday-Friday and 8:00 a.m. to 12:00 p.m. on Saturdays when Collection is occurring. At Contractor's expense, its telephone numbers shall be listed in Lomita-area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to Customers in English, Spanish, and any other predominant languages necessary for communication between Contractor and its Customers.

7.2 Service Complaints

All Customers complaints and inquiries shall be directed to Contractor. During office hours, Contractor shall maintain a telephone answering system capable of accepting at least five (5) calls at one (1) time. Contractor shall also accept customer complaints and inquiries via email. Contractor shall record all calls and emails, including any inquiries, service requests and complaints into a customer service log.

Contractor's customer service log shall include date, time, and Customer's name and address if the Customer is willing to give this information, and date and manner of resolution of complaint or inquiry. Contractor shall maintain this information in a computerized daily customer service log. In the case of a valid complaint for a missed Collection, Contractor shall make the Collection not later than 5 p.m. on the Work Day the complaint is received, if the complaint is received by noon.

For calls received after noon, Contractor shall make the Collection not later than 5 p.m. on the next Work Day. All service complaint calls received on Contractor's answering service or via email shall be logged in the customer service log by the following Work Day. This Service customer service log shall be available for review by City Manager during Contractor's office hours. Contractor shall provide a copy of customer service log to the City with the quarterly report.

7.3 Response to Calls

All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where Customer can leave a message. Contractor's customer service

representative shall return Customer calls. For all messages left before noon, all "call backs" shall be attempted a minimum of one time prior to 5:00 p.m. on the Work Day of the call. For messages left after noon, all "call backs" shall be attempted prior to noon the next Work Day. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If Contractor is unable to reach the Customer on the next Work Day, Contractor shall send a postcard, or other means of communication, such as e-mail, to the Customer on the second Work Day after the call was received, indicating that Contractor has attempted to return the call.

7.4 Emergency Telephone Number

Contractor shall maintain an emergency after-hours telephone number for use by City personnel only. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

7.5 Customer Education Program

Contractor shall develop and implement an education program for the City's waste diversion program, with goals, strategies and timetables (at no additional cost to City or Customers). The program shall include information with respect to AB 939 diversion goals, public schools waste reduction, Bulky Items pick-ups, E-Waste, Recycling, and Green Waste programs, annual holiday schedule, and the importance of the safe disposal of Hazardous Waste.

At least once per year, Contractor will provide and distribute literature in the form of fliers, cards, stickers, magnets, newsletters, or otherwise, including programming on Lomita Community Television, as Contractor and the City determines to be most effective in support of its obligation with respect to the achievement of the diversion rate required of the City. Contractor may also utilize other promotional activities to achieve the goals of this Agreement, including participation with community organizations and a minimum of three (3) events including, but not limited to, other local activities, parades and civic events.

Contractor shall also mail Customers quarterly Saving Our Resources Together ("SORT") reports and make the reports available at City Hall. The City must review all education program materials prior to being mailed/distributed. Contractor shall also provide space in Contractor's public outreach materials, such as mailers, flyers and newsletters, for the

City to include announcements, community information, articles, and photographs. The City may review any such materials prepared by Contractor and request changes as necessary prior to distribution/mailing by Contractor.

In the event that the City determines that the Customer Education Program is not effective, Contractor shall provide additional educational materials that are designed to increase diversion and participation in Contractor's diversion programs. This may include efforts by Contractor to target certain Recyclable Materials or "problem" areas of Contractor's Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns.

7.6 Additional Education Programs

Contractor shall provide additional services and programs as requested by City at a price to be mutually agreed upon between Contractor and the City Manager. In the event Contractor and the City Manager cannot reach a mutually agreed upon price for the requested service or program, City shall have the right to procure the service of other vendors or contractors to provide the requested service.

7.7 Website

Contractor shall maintain a website dedicated to services provided in the City that is accessible by the public. The website shall include answers to frequently asked questions for Collection Services, Recyclable Materials, Food Waste (if available) and Green Waste Materials specifications, Collection Service schedules. Contractor shall arrange for the City's website to include an e-mail link to Contractor and a link to Contractor's website. Contractor's website shall provide the public the ability to e-mail complaints to Contractor and request services or service changes.

7.8 Media Relations

Contractor shall notify the City Manager by e-mail or phone of all requests for news media or social media interviews related to the Collection Services program within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the City Manager.

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Copies of draft news releases or proposed trade journal articles shall be submitted to City for prior review and approval at least five (5) Work Days in advance of release, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) Work Days after publication.

7.9 Customer Privacy

Contractor shall not reveal or report information identifying individual Customers, or the composition or contents of a Customer's Solid Waste, Recyclable Materials, Food Waste or Green Waste to any person, governmental unit, private agency or company unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of Solid Waste characterization studies or waste stream analyses which may be required by AB 939. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded Customers pursuant to federal or state law.

7.10 Use of Program Name

Contractor shall not use any trade name or service mark that refers to the City or its integrated waste management program without the prior express written permission of City. City will retain ownership of any such trade name or service mark. The use of any such trade name or service mark shall not create an agency relationship.

Section 8 FLOW CONTROL; AND MARKETING OF RECYCLABLES

8.1 Ownership of Solid Waste

Ownership and the right to possession of Solid Waste shall transfer directly from the Customer to Contractor by operation of law when Carts and/or Bins are set out for Collection, except where otherwise provided by Public Resources Code § 41950(c), and not as a result of this Agreement. At no time shall the City obtain any right of ownership or possession of Solid Waste or Household Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such ownership rights.

8.2 City's Ability to Control the Flow of Solid Waste

City reserves whatever, if any, right it might have or receive to exercise "flow control" i.e., the right to select disposal facilities and materials recovery facilities to which the Solid Waste to be Collected pursuant to this Agreement is to be taken. In the event City directs Contractor to transport Solid Waste to a particular disposal site or other facility, City and Contractor agree to use their best efforts to obtain indemnification against CERCLA, RCRA and related claims from the operator of the landfill or other destination to which Solid Waste collected pursuant to this Agreement is taken for disposal. In the event City requires Contractor to utilize a landfill or other disposal facility not owned or operated by Contractor or an affiliate of Contractor, Contractor shall be relieved of its liability with respect to the matters addressed in Section 12.3 of this Agreement with respect to the Solid Waste delivered to a disposal facility designated by City. In the event that City selects a transfer or disposal facility, Contractor or City, as appropriate, shall be entitled to a rate adjustment to offset for any substantiated increase or decrease in expenses resulting from the City's exercise of flow control.

8.3 Marketing of Recyclables

Contractor shall market all marketable Recyclables Collected pursuant to this Agreement. Contractor shall be entitled to all revenues (including California Redemption Value revenues) received by Contractor from the marketing of Recyclables. Contractor shall assume all risk, and enjoy all rewards, resulting from changes in market prices of Recyclables.

8.4 Recycling-Changes to Work

Should changes in law arise that necessitate any additions or deletions to the work described herein including the types of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work

Section 9 RATES AND BILLING

9.1 Rates

Contractor's compensation for all solid waste Collection, transportation, processing, recycling, and disposal services shall be the Rates set forth in Exhibit A, Exhibit B, and Exhibit C to this Agreement. Contractor may not charge for any franchised service not listed in the rate schedule without prior written authorization of the City.

9.2 Adjustment of Rates

Contractor shall be entitled to an adjustment of its Rates effective each July 1 during the term of this Agreement. City and Contractor acknowledge that the Rates are subject to the requirements of Article XIII D of the California Constitution (Proposition 218). City and Contractor intend for the City to adopt a schedule of Rates effective July 1, 2019, and July 1, 2024 such that the City may authorize automatic adjustments during the ensuing years (for a period not to exceed five (5) years) pursuant to Section 53756 of the Government Code.

On July 1 of 2020, 2021, 2022, and 2023, the schedule of Rates shall be adjusted based on the inflation adjustment formula shown below in Sections 9.2.2, 9.2.3, 9.2.4, 9.2.5, and 9.2.6 (Inflation Adjustment Formula). City and Contractor acknowledge that the Rates in effect as of July 1, 2019, and those Rates as they are adjusted each year by the Inflation Adjustment Formula over the ensuing five (5) years, are designed to fully compensate Contractor for its increased costs, including its increased cost of Disposal and/or Transformation.

Subject to the requirement of Proposition 218, Contractor's Rates effective July 1, 2024 shall be adjusted prospectively for the remaining three (3) years of the term of the Agreement to account for the actual cost of Disposal and/or Transformation at that time, and the expected cost of Disposal and/or Transformation over the remaining three (3) years of the term of the Agreement. On July 1, 2025, and July 1, 2026, Contractor's Rates shall be adjusted based on the Inflation Adjustment Formula. The Rates effective July 1, 2024, and those Rates as they are adjusted each year by the Inflation Adjustment Formula over the ensuing three (3) years, is intended to fully compensate Contractor for its increased costs, including its increased cost of Disposal and/or Transformation.

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Unless Rates are adjusted in any year pursuant to Sections 9.4, 17.2, or 17.3, the Parties expect the type of rate adjustment process to follow the schedule shown below in Table 1.

Table 1 – Scheduled Rate Adjustment Processes

Rates Effective Date	Rate Adjustment Process
7/1/2019	Prop 218 hearing
7/1/2020	Inflation adjustment formula
7/1/2021	Inflation adjustment formula
7/1/2022	Inflation adjustment formula
7/1/2023	Inflation adjustment formula
7/1/2024	Prop 218 hearing
7/1/2025	Inflation adjustment formula
7/1/2026	Inflation adjustment formula

On or before April 1st of each year in which an adjustment is to be made based on the Inflation Adjustment Formula, Contractor shall submit to the City a request for a rate adjustment. The request for rate adjustment shall be in a format acceptable to the City and include the following:

1. Rates currently in effect;
2. Annual operating cost statement with weighted cost categories;
3. Applicable indexes (e.g., values in CPI, PPI, and disposal tipping fees);
4. Percentage change in the values of the applicable indexes; and,
5. Calculation of the rate adjustment and proposed rates.

On or before March 1, 2024, Contractor shall submit to the City a request for a rate adjustment to be effective July 1, 2024. The rate adjustment effective July 1, 2024 shall be subject to the requirement of Prop 218. The request for rate adjustment shall be in a format acceptable to the City and include the following:

1. The Rates currently in effect;
2. The portion of each of the existing rates attributable to Disposal and/or Transformation;
3. The projected increase in the cost of Disposal and/or Transformation over the ensuing three years;

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4. Calculated Rates effective July 1, 2024, when adjusted by the Inflation Adjustment Formula, are designed to fully compensate Contractor for its increased costs over the ensuing three (3) years, including the Contractor's increased cost of Disposal and/or Transformation;

If Contractor fails to submit a request for a rate adjustment in a format acceptable to the City by April 1st (or March 1 in the case of 2024), it shall be deemed to have waived its right to request a rate adjustment for that year. If Contractor's failure to submit the financial information required under this section is the result of extraordinary or unusual circumstances as demonstrated by Contractor to the satisfaction of the City Manager, City, at its sole discretion, may consider the request for the annual rate adjustment. The City's acceptance of the Contractor's request for a rate increase shall not obligate the City to grant the rate adjustment request.

The City shall review Contractor's rate adjustment request for accuracy, completeness, and conformity with the terms of this Agreement. City shall timely work with Contractor to resolve any discrepancies regarding Contractor's rate adjustment request. For a requested increase that does not require a Prop 218 hearing, City shall notify Contractor of the approved rate adjustment no later than May 15th of each year in which a rate adjustment is requested. For a requested increase that does require a Prop 218 hearing, City shall notify Contractor of the approved rate adjustment no later than April 15th of each year in which a rate adjustment is requested.

In the event a Prop 218 hearing is required for the City to approve an adjustment to Contractor's rates (either for the July 1, 2024 adjustment, or due to a request for an extraordinary adjustment pursuant to Section 9.4), Contractor shall submit the rate adjustment items listed above, or its support for an extraordinary rate adjustment, as early in the year as possible, but no later than March 1st. In the event that *final* index values are not available prior to March 1st, Contractor may use *preliminary* index values. For all calculations of the percentage change for any index, the ending index value used in one year (whether preliminary or final) shall serve as the beginning index value in the percentage change calculation in the subsequent year. City shall make its best efforts to review and approve Contractor's rate adjustment request by April 15th.

9.2.1. Diversion Data Required for Rate Adjustment

On or before April 1 of each year during the term of this Agreement, Contractor shall deliver to City diversion data for the specific services performed under this Agreement

during the preceding full or partial year in a format approved by the City. If Contractor fails to submit the diversion data in the required format by April 1st (or by March 1st in years in which a Prop 218 hearing is required), Contractor shall be deemed to have waived the rate adjustment for that year.

9.2.2. Calculation of Rate Adjustment - Overview

For purposes of adjusting rates, the Rates are comprised of the following three components. The initial amount of each of these components are shown in Exhibits A, B, and C. The annual adjustment for each of these components shall be calculated separately. Each of the calculated results of the three components shall be combined to determine the total adjustments to each of the Rates.

- Collection component
- Disposal component
- Franchise fee component

The Rates shall be adjusted according to the example in the following rate adjustment steps. Adjustments to Rates for services that do not include disposal or processing cost (e.g., scout service, bin locks, etc.) shall be calculated only based on the change in the collection and franchise fee components.

9.2.3. Rate Adjustment Step 1 – Weight of Collection Cost Categories

The actual expenses of providing Collection services in the City (excluding disposal and franchise fee expenses) for the most recent calendar year shall be organized into the categories shown below in Rate Adjustment Example Step 1. The annual cost of each category shall be assigned a relative weight based on its proportionate share of the total amount of annual costs as shown on the following page in Rate Adjustment Example Step 1.

Rate Adjustment Example Step 1 – Relative Weight of Collection Cost Categories

Cost Category	Description	Example Annual Cost	Relative Weight
Labor	Administrative, officer, drivers, operations, and maintenance salaries and wages	\$1,022,660	45.8%
Fuel & Lubricants	All fuel costs	\$128,543	5.8%
Vehicle Replacement	Collection and Collection-related vehicle depreciation costs	\$269,106	12.1%
Vehicle Maintenance	Collection or Collection-related vehicle parts accounts	\$125,422	5.6%
Other Costs	All other costs	\$686,751	30.7%
Total		\$2,232,482	100.0%

9.2.4. Rate Adjustment Step 2 – Percent Change in Collection Component

The percent change in the collection component shall be calculated based on the annual change, from January 1st to January 1st of each year, in the adjustment indexes shown on the following page in Rate Adjustment Example Step 2. The annual change in each of the adjustment indexes shall be applied to the relative weight of each collection cost category to determine the weighted change of each category. The total of the weighted change of all the cost categories shall be the annual percent change in the collection component of the Rates as shown on the following page in Rate Adjustment Example Step 2.

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Rate Adjustment Example Step 2 – Percent Change in Collection Component

Cost Category	Adjustment Index	Beginning Index Value (1/2018)	Ending Index Value (1/2019)	Percent Change	Relative Weight (a)	Weighted Percent Change
Labor	Employment Cost Index, Series ID: ceu6056210008 Employment, hours, and earnings from current employment, Waste collection (U.S. Department of Labor, Bureau of Labor Statistics)	19.31	19.50	0.98%	45.8%	0.45%
Fuel & Lubricants	Energy Information Administration (U.S. Department of Energy) California #2 Diesel Fuel, Retail sales by all sellers. (DDR007)	2.851	3.559	24.83%	5.8%	1.43%
Vehicle Replacement	Producer Price Index, Series ID: pcu336211336211 Motor vehicle body manufacturing (U.S. Department of Labor, Bureau of Labor Statistics)	238.3	241.0	1.13%	12.1%	0.14%
Vehicle Maintenance	Producer Price Index, Series ID: pcu3339243339243 Parts and attachments for industrial trucks and tractors (U.S. Department of Labor, Bureau of Labor Statistics)	259.3	264.0	1.81%	5.6%	0.10%
Other Costs	Series ID: CUURX400sa0 Consumer Price Index, All Urban Consumers, All Items, West-Size Class B/C (U.S. Department of Labor, Bureau of Labor Statistics) This shall not exceed a maximum of five percent (5%).	145.918	149.920	2.74%	30.7%	0.84%
Total Percent Change in Collection Component						2.96%

(a) From Rate Adjustment Step 1

9.2.5. Rate Adjustment Step 3 – Percent Change in Disposal Component

The percent change in the disposal component shall be calculated based on the change in the Consumer Price Index, Series ID: CUURS49ASA0, All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted (U.S. Department of Labor, Bureau of Labor Statistics) as shown on the following page in Rate Adjustment Example Step 3.

Rate Adjustment Example Step 3 – Percent Change in Disposal Component

Index	Beginning Index Value (1/2018)	Ending Index Value (1/2019)	Percent Change
Consumer Price Index, Series ID: CUURS49ASA0, All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted (U.S. Department of Labor, Bureau of Labor Statistics)	259.22	267.63	3.24%

9.2.6. Rate Adjustment Step 4 – Adjustment to Current Rates

The adjustment to the current rates shall be based on the corresponding percent change applied to each rate component as shown below in Rate Adjustment Example Step 4. The franchise fee component shall be equal to 9% of the total rate including the franchise fee.

Rate Adjustment Example Step 4 – Adjustment to Current Rates

Rate Component	Current Rate	Percent Change	Adjusted Rate
Disposal	\$8.17	3.24%	\$8.43
Collection	\$12.91	2.96%	\$13.29
Franchise Fee	\$2.08	(a)	\$2.15
Total Rate	\$23.16		\$23.87

(a) Franchise Fee shall be equal to 9% of total rate including franchise fee component.

9.3 Adjustments to Generation Factors

In the event of a change in law or change in waste generation that has the potential to materially affect the monthly unit generation factors in the rate exhibits, the City and Contractor agree that a generation study will be performed at the request of the City with the cooperation of Contractor. The study will be funded equally by the City and Contractor. The generation study will be designed to establish updated monthly unit generation factors. Contractor shall cooperate fully with the City related to the performance and completion of the generation study.

9.4 Extraordinary Rate Adjustment

Contractor may petition the City in writing at any time for an adjustment in the maximum rates on the basis of extraordinary and unusual changes in the costs of operations or programs that satisfy all of the following conditions: (i) materially alters Contractor's operations or overall costs; (ii) could not reasonably have been foreseen by a prudent operator; (iii) by all reasonable expectations will continue for a period of at least six (6) months; and (iv) is not addressed pursuant to Section 17. Contractor's request shall contain substantial proof and justification to support the need for the adjustment. The City may request from Contractor such further information as it deems necessary to fully evaluate the request and make its determination. The City shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within sixty (60) calendar days of receipt of the written request and all other additional information requested by the City.

No Extraordinary Adjustment shall occur or rate adjustment be provided due to Contractor's use of any facility or subcontractor. Nor shall a variation from Contractor's estimate for the tonnages of Solid Waste, Recyclable Materials or Green Wastes be Collected, processed or disposed provide a basis for a rate adjustment through an Extraordinary Adjustment or otherwise, except as specifically provided for by this section.

Contractor acknowledges that any extraordinary rate adjustment shall require a Proposition 218 notice and hearing in accordance Article XIIC and Article XIID of the California Constitution, and in that event, Contractor shall be obligated to pay fees to the City pursuant to Section 10.5.

9.5 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding the computation of a rate adjustment shall be decided by the City Manager or his designee, or referred by the City Manager to the City Council as provided in Section 19. A rate adjustment computation decision by the City Manager or the City Council may be appealed by Contractor in accordance with the procedures provided in Section 19. The rates in effect at the time a rate adjustment dispute shall be submitted to the City Council shall remain in effect pending resolution of that dispute. The effective date of a rate determined through the dispute resolution procedures provided in Section 19, shall be the next immediate billing cycle of the Contractor after the date of dispute resolution.

9.6 Billing and Payment

9.6.1. Billing - General

The Contractor shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Customers for all Collection Services pursuant to the rate schedules in Exhibit A, Exhibit B, and Exhibit C, or as those rates are adjusted under the terms of this Agreement.

Contractor's invoices must plainly and accurately describe the service provided. Contractor's invoices must itemize the size and number of Containers, the frequency of service and the period in which the service is provided. If a Customer starts or stops service during the billing period, Contractor shall pro-rate Customer's invoice based on the portion of the billing period the Customer receives service.

City shall have the right to approve the format and content of Contractor's invoices. City shall have the right to provide educational and other material to Contractor to include with the invoices sent to Customers. Contractor shall not charge the City to include additional educational or other materials with the invoices.

9.6.2. Single-family

Contractor shall invoice Single-family Customers with Cart Collection service quarterly in advance on or about the first day of the quarter during which service will be provided. Contractor shall invoice any Single-family Customers with Bin or Rolloff Collection service according to the billing method for Commercial or Multi-family Customers with Bins, or according to the method for billing Rolloff Customers.

9.6.3. Senior Citizen Discount

Contractor shall offer and grant a five percent (5%) discount for Cart Collection Service to eligible senior citizens. To be eligible, Customers must provide proof of eligibility in a manner acceptable to the City and Contractor, which shall include, at a minimum, a requirement of being at least sixty-five (65) years of age, head of household, with proof of residency at the service address. Such eligibility shall be renewed at the commencement of the agreement and every four (4) years thereafter and shall remain in effect at the service address until Collection Services are discontinued, or until a different owner occupies the service address.

9.6.4. Annual Pre-payment Discount

Contractor shall offer and grant a three percent (3%) discount to customers that pay in advance for one (1) year of service. Contractor shall advertise the availability of this payment option at least once per year in Contractor's public education materials sent to Customers.

The annual pre-payment discount shall remain in place even if the Customer changes the level of service during the year covered by the pre-payment. If the Customer reduces the level of service, Contractor shall refund any prorated overpaid amount within 45 days of the reduction in the service level. If the Customer increases the level of service, Contractor shall provide a separate invoice for the prorated underpaid amount, which shall be due within 60 days.

9.6.5. Commercial and Multi-family

Contractor shall invoice Commercial or Multi-family Customers with Bin Service monthly in advance on or about the first day of the month for which service will be provided. Contractor shall invoice any Commercial Customers with Cart Service monthly in advance on or about the first day of the month for which service will be provided. Contractor shall invoice Multi-family Customers with Cart Collection service Bin or Rolloff Collection service according to the billing method for Commercial or Multi-family Customers with Bins, or according to the method for billing Rolloff Customers described below.

9.6.6. Rolloff

Invoices for Rolloff Collection service shall include the work order number, date, location, and actual weight of the load along with itemized charges for the load charge and the charge for tipping fees.

9.6.7. Rolloff - COD

Contractor may require Cash on Delivery (COD) for providing temporary Rolloff Collection Service to Single-family Residential and temporary Construction and Demolition Customers. The COD pre-payment amount for each COD Rolloff load either for Single-family or for temporary Construction and Demolition Customers shall be equal to: 1) the per pull Rate for Rolloff Collection in Exhibit B or Exhibit C, plus, 2) the Disposal or Processing Cost for a standard amount of four (4) tons per load plus franchise fees.

The Rate for COD Rolloff Collection Service for Single-family and temporary Construction and Demolition Customers shall be equal to: 1) the per pull Rate for Rolloff Collection in Exhibit B or Exhibit C, plus, 2) the Disposal or Processing Cost for a standard amount of four (4) tons per load, plus, 3) the actual Disposal or Processing Cost for the actual amount of tons that exceed four (4) tons per load plus franchise fees.

If the actual amount of tons per load are equal to or less than four (4) tons, the COD pre-payment amount shall be the full and final Rate for COD Rolloff Collection Service for Single-family and temporary Construction and Demolition Customers. If the amount of tons are greater than four (4) tons, Contractor may invoice Customer for the Disposal or Processing Cost of the tons that exceed four (4) tons plus franchise fees. Invoices shall be due in fifteen (15) days.

9.6.8. Start and Stop Service – Vacant Residential Units

Upon notification by a Single-family or Multi-family Customer with Cart Collection Service that one or more Dwelling Units are or will be vacant, Contractor shall prorate and/or credit the Customer's invoice to reflect the period of time during which the Dwelling Units are vacant. Contractor shall rely on Customer's written representation of the period of time during which the Dwelling Units are vacant. Contractor shall not require any other documentation from Customer. Contractor may retrieve Customer's Carts for any vacant Dwelling Unit at no charge to Customer. Contractor may charge up to the rate in the adopted rate schedule to re-deliver a set of three Carts that have been retrieved due to vacancy. In the event of a dispute, the City Manager shall have final authority to make the determination on whether a Dwelling Unit is vacant.

9.6.9. Payment and Collection

Contractor shall provide the means for payment, and accept payments from customers, through any of the following methods: cash, check, credit card, website portal, or periodic automatic clearing house (ACH) withdrawal from Customer's bank account.

Contractor's invoices shall be due within thirty (30) days of the date of the invoice. Contractor shall be responsible to collect all billed amounts and shall incur any and all expenses for uncollectible accounts. Contractor shall notify Customers that have past due amounts at least monthly. City shall have no responsibility for collecting amounts owed to Contractor from Customers. Contractor may report to the City, on a monthly basis, any

Customers who have received Collection service and whose account is over ninety (90) days past due.

9.6.10. Delinquent Accounts – Single-family and Multi-family Carts

Contractor may take such action as is legally available to collect past due amounts from Single-family or Multi-family Customers with Cart Collection Service, including removing Recycling Carts and Green Waste Carts, and reducing Customer to the smallest size Refuse Cart. Contractor shall provide Customers with at least thirty (30) days advance notice prior to removing any Recycling or Green Waste Carts, or reducing Customer to the smallest size Refuse Cart. Contractor shall not stop Refuse Collection service to any Single-family or Multi-family Cart Customer with a delinquent service account, but shall continue to Collect Refuse using at least a 32 gallon Refuse Cart. Contractor may only discontinue providing Single-family or Multi-Family Customers with Cart Collection Service if it does not pose a health hazard.

9.6.11. Delinquent Accounts – Commercial Cart and Bin Customers

Contractor may take such action as is legally available to collect past due amounts from Commercial Cart or Bin Customers, and from Multi-family Bin Customers. If a Commercial Cart or Bin Customer, or a Multi-family Bin Customer has not paid its invoice within thirty (30) days of the invoice date, Contractor shall send a 1st past due notice informing the Customer that the amount is past due.

If a Commercial Cart or Bin Customer, or a Multi-family Bin Customer has not paid its invoice within sixty (60) days of the invoice date, Contractor shall send a 2nd past due notice informing the Customer that the amount is past due, and that service will be stopped thirty (30) days hence if the outstanding amount remains unpaid.

If a Commercial Cart or Bin Customer, or a Multi-family Bin Customer has not paid its invoice within seventy-five (75) days of the invoice date, Contractor shall send a 3rd past due notice informing the Customer that the amount is past due, and that service will be stopped fifteen (15) days hence if the outstanding amount remains unpaid. Contractor shall notify City's code enforcement officer in writing or by email at least five (5) days prior to stopping service on any Commercial or Multi-family Bin Customer.

If a Commercial Cart or Bin Customer, or Multi-family Bin Customer has not paid its invoice within ninety (90) days of the invoice date, Contractor may discontinue providing

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Collection services until Customer has brought its account to current status (not more than 30 days overdue). Contractor may charge for restarting service in accordance with the rates as set forth in Exhibit A.

9.6.12. Delinquent Accounts – Rolloff Customers

Contractor may take such action as is legally available to collect past due amounts from Rolloff Customers. If a Rolloff Customer is thirty (30) days past due, Contractor shall notify Customer that service will be stopped in fifteen (15) days hence if the outstanding amount remains unpaid. Contractor may stop service for Rolloff Customers with outstanding amounts that are over forty-five (45) days past due. Contractor shall notify City's code enforcement officer in writing or by email upon stopping service on any Rolloff Customer.

Section 10 FEES PAID TO CITY

10.1 Franchise Fee

Contractor shall pay City a Franchise Fee as required by the Lomita Municipal Code. Contractor shall pay City nine percent (9%) of Contractor's Gross Revenues, in accordance with Generally Accepted Accounting Principles per month, as a Franchise Fee.

10.2 Administrative Fee

Contractor shall pay City an Administrative Fee as required by the Lomita Municipal Code. Contractor shall pay City five thousand dollars (\$5,000.00) per month for each month during the Term of this Agreement as an Administrative Fee.

10.3 Franchise and Administrative Fee Payment

These Franchise Fees and Administrative Fees shall be paid to City by 12:00 noon on or before the 30th calendar day after the end of each calendar quarter during which Collection services were provided pursuant to this Agreement. Accompanying each monthly payment shall be an accounting of the Gross Revenues for each month. Failure of Contractor to make any payment within the appropriate time period shall result in interest, compounded daily, accruing thereon at the rate permitted under California law, in addition to all other remedies of the City pursuant to this Agreement.

10.4 Reimbursement of City Expenses

Within thirty (30) days of the execution of this Agreement, Contractor shall remit a one-time reimbursement to the City of sixty-four thousand dollars (\$64,000.00). This reimbursement is to offset the City's reasonable direct and indirect administrative expenses including consultants, attorneys, and City staff time necessary to renegotiate, prepare, and review this Agreement.

10.5 Reimbursement for Rate Setting and Administrative Hearing

Contractor shall reimburse the City ten thousand dollars (\$10,000.00) for each occurrence, except those noted in Section 17.2 and 17.3, that the City is required to issue public notices and set a public hearing as part of setting maximum service rates for Collection Services under this Agreement in connection with the application of Article XIIIC and Article XIIID of the California Constitution to the imposition, payment, or collection of service rates and fees for services provided by Contractor under this

Agreement, and/or in connection with the imposition or payment of Franchise Fees under this Agreement. This shall include the first Prop 218 hearing that follows approval of this agreement. Currently, the City is required to conduct a Prop 218 hearing every five (5) years in order to continue the rate adjustment methodology in Section 9.2, or in cases in which Contractor applies for an extraordinary rate adjustment.

10.6 Acceptance of Payments by the City

No acceptance by City of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Contractor for any additional sums payable under the provisions of this Agreement or be deemed a waiver of any term of this agreement. All amounts paid shall be subject to independent audit and recompilation by City and paid by Contractor. If, after the audit, such recompilation indicates an underpayment Contractor shall pay to City the amount of the underpayment and shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from City that such is the case. If such recompilation indicates an overpayment, City shall notify Contractor in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recompilation. Contractor may offset the amounts next due following receipt of such notice by the amount specified therein.

Section 11 CONTRACTOR'S BOOKS AND RECORDS; AUDITS

11.1 Record Retention

Contractor shall maintain, in electronic form at a minimum, all records relating to the services provided in this Agreement, including, but not limited to, route maps, customer lists, billing records, weight tickets, AB 939 records, and Customer complaints for the Term, and an additional period of not less than three (3) years after the expiration or termination of this Agreement, or any longer period required by law. In addition, summaries of weight tickets identifying the disposition of waste Collected in the City shall be kept for a period of thirty (30) years.

11.2 Hazardous Waste Diversion Records

Contractor shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Commercial Waste and which was inadvertently collected from Customers within the City, but diverted from landfilling.

11.3 Right to Inspect Records

The City shall have the right, upon reasonable advance notice, to inspect, audit and copy all records relating to this Agreement, including, but not limited to, route maps, customer lists, billing records, weight tickets, AB 939 records and Customer complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related claims. In the absence of extraordinary circumstances, two (2) Work Days notice shall be considered reasonable. Such records shall be made available to City at Contractor's regular place of business, but in no event outside the County of Los Angeles.

11.4 Overpayment or Underpayment

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor to City, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, shall be paid by Contractor to City within thirty (30) days. The principal amount of any overpayment shall be paid by City to Contractor within sixty (60) days.

11.5 Records for Competitive Procurement

In the event City decides to use a competitive process for the award of an exclusive franchise for Collection of Solid Wastes after the expiration of this franchise, Contractor agrees to cooperate with City in making route maps; customer lists, billing records, weight tickets and other relevant operating or customer services records available for inspection by prospective proposers during the competitive process.

11.6 Potentially Lost or Discarded Records

Where City has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of Contractor's business, City may, by written request or demand of any of corporate officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

11.7 Other Records

Contractor shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this section or elsewhere in this Agreement.

Section 12 MINIMUM DIVERSION REQUIREMENTS

12.1 Minimum Diversion Requirement

The City requires Contractor to achieve a minimum annual diversion rate of thirty percent (30%), or such other amount as may be set in accordance with the provisions of Section 17, during each calendar year of the Term of this Agreement. The annual diversion rate shall be calculated as "the tons of materials collected by Contractor from the provision of Collection Services that are sold, processed, shipped to a recycler or re-user and net of any residue amounts, or delivered to a Transformation Facility, as required by this Agreement, divided by the total tons of materials collected by Contractor in each Calendar Year." Tons delivered to a Transformation Facility each year shall only be counted as diversion up to ten percent of the City's average per capita generation tonnage calculated by CalRecycle.

12.2 Failure to Meet Minimum Diversion Requirement

Contractor's failure to meet the minimum diversion requirements set forth above in 12.1 may result in the termination of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the City will consider the good faith efforts put forth by Contractor to meet the minimum diversion requirements. This consideration will include the methods and level of effort of Contractor to fully implement the public education and diversion plans.

12.3 AB 939 Performance

In addition to the requirements of this section, Contractor agrees to meet the requirements of CalRecycle and the City's Source Reduction and Recycling Element to achieve a diversion rate (in comparison with City's Solid Waste generation rates), sufficient to achieve the then-required diversion goals required for the City. Contractor agrees that failure to achieve that diversion level or other applicable diversion requirements of CalRecycle shall be a material breach of this Agreement.

12.4 Waste Generation and Characterization Studies

Contractor acknowledges that City may perform Solid Waste generation and characterization studies periodically to comply with AB 939 requirements. Contractor agrees to participate and cooperate with City and its agents and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of

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Solid Waste generated, disposed, transformed, diverted or otherwise processed to comply with AB 939.

Section 13 REPORTS AND OTHER INFORMATION

13.1 Reports - General

Contractor shall submit to the City reports and other information that the City may reasonably request or require. Reports and information shall be submitted in a format and schedule acceptable to City. All reports and information required to be furnished pursuant to this Agreement shall be furnished at the Contractor's sole expense. All reports shall be accompanied by certification statement, under penalty of perjury, that the report is true and correct.

13.2 Quarterly Reports

Contractor shall provide Quarterly reports within thirty (30) days of the end of each calendar quarter. Quarterly Reports shall include, but not be limited to, the following:

1. The number and type (refuse, recyclables, organics, etc.) of tons Collected during the quarter, and the processing or disposal facilities to which they were delivered.
2. The Contractor's quarterly diversion rate calculated pursuant to Section 12.1.
3. The number of customers participating in each of the Contractor's special Collection and Recycling programs.
4. A copy of the customer service log, including a summary of the type and number of complaints, missed pickups, and non-collection notices and their resolution.
5. A brief description of any operational issues and actions taken in response to property damage, scavenging, etc.
6. Copies of a written record of all calls related to missed pickups and responses to such calls. The number and type non-collection notices left at Customer locations.
7. A brief description of any City-sponsored special events during the quarter and the estimated amount of material Collected and Recycled.
8. Any other information reasonably requested by the City for the purpose of monitoring or administering this Agreement.

13.3 Annual Report

On or before March 31st of each year during the Term, and in conjunction with the request for a rate adjustment pursuant to Section 9.2, Contractor shall submit to City an Annual Report, for the preceding calendar year, in a form approved by the City. The Annual Report shall include, but not be limited to, a report of the previous calendar year's activities in the City, including a cumulative summary of the Quarterly Reports, the Contractor's annual diversion rate calculated pursuant to Section 12.1, information and statistics with respect to City's compliance with AB 939, Contractor's public education activities, and a tabulation and summary of Customer Complaints received by Contractor.

13.4 Reporting of Adverse Information

Contractor shall promptly report to City any adverse information relating to Contractor's performance of services pursuant to this Agreement. Adverse information shall include, but not be limited to, reports, lawsuits, warnings, notifications, notices of violation, communications or other material, submitted by Contractor to, or received by Contractor from, the South Coast Air Quality Management District, the Regional Water Quality Control Board, the Los Angeles County Local Enforcement Agency, the United States or California Environmental Protection Agency, the Securities and Exchange Commission or any other federal, state or local agency or court. Upon request by City, Contractor shall provide City with electronic copies of any documents related to adverse information.

13.5 Failure to Report

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise, provided, that the City must follow the procedures for dispute resolution found in Section 19 of this Agreement before declaring any such material breach.

Section 14 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

14.1 Indemnification of City

Contractor shall defend, with counsel acceptable to the City, indemnify and hold harmless, to the fullest extent allowed by law, City, its officers, officials, employees, volunteers agents and assignees (indemnitees), from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with:

- (i) the City's grant of this franchise to Contractor;
- (ii) the operation of Contractor, its agents, employees, contractors, and/or subcontractors, in exercising the privileges granted to it by this Agreement;
- (iii) the failure of Contractor, its agents, employees, contractors, and/or subcontractors to comply with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses; and,
- (iv) the acts of Contractor, its agents, employees, contractors, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit injury, death or damage is also caused in part by any of the indemnitees' active or passive negligence.

Contractor's obligation to defend, hold harmless, and indemnify shall not be excused because of Contractor's inability to evaluate liability or because Contractor evaluates Liability and determines that Contractor is not liable to the claimant. Contractor must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If Contractor fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due Contractor by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until final disposition has been made on the claim or suit for damages, or until Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Contractor, Contractor waives any and all rights of any type to express or implied indemnity against the indemnitees. The indemnity provisions of this section shall survive the expiration of the period during which Collection Services are to be provided under this Agreement.

14.2 Hazardous Substances Indemnification

Contractor shall indemnify, defend with counsel acceptable to the City, protect and hold harmless the City, its officers, officials, employees, agents, assigns and any successor or successors to the City's interest from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages) injuries, hazardous materials response mediation and removal costs, losses, demands, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorney's fees for the adverse party and expenses (including but not limited to attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against City or its officers, officials, employees, agents, assigns, or contractors arising from or attributable to acts or omissions including but not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes at any place where Contractor transports, transfers, processes, stores, or disposes of Garbage pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to section 107(e) of CERCLA, 42 U.S.C. section 9607(c) and California Health and Safety Code section 25364, to defend insure, protect, hold harmless and indemnify the City from liability under CERCLA, RCRA, other statutes or common law for any and all matters addressed in this section

14.3 Environmental Indemnification

Contractor shall indemnify, defend, protect and hold harmless City, its elected officials, officers, employees, volunteers, agents, assigns and any successor or successors to City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in

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enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its elected officials, officers, employees, volunteers or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste in any Solid Waste collected by Contractor pursuant to this Agreement, which is or has been transported, transferred, processed, stored, disposed of which has otherwise come to be located by Contractor, or its activities pursuant to this Agreement result in a release of a hazardous waste into the environment.

With respect to Solid Waste collected by Contractor pursuant to this Agreement which has been disposed of at places not owned or operated by Contractor. (1) Contractor may cause the owner or operator of the alternate facility to deliver a Hazardous Substances Indemnification if satisfactory to City or (2) Contractor shall provide hazardous substances indemnification, as above, or provide any combination of indemnification by the alternate facility and a Contractor indemnification satisfactory to City. Upon delivery and during the effective period of the Hazardous Substances Indemnification by an alternate facility, such facility shall be considered an "Indemnifying Alternative Facility."

This indemnity is intended to operate as an agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," 42 U.S.C. § 9607(e), and California Health and Safety Code § 25364; to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, RCRA, other statutes or common law for any and all matters addressed in this section, and shall be limited to the extent of the City's liability. This provision shall survive the expiration of the period during which Collection Services are to be provided under this Agreement.

14.4 Proposition 218 Indemnification

Contractor shall defend with counsel acceptable to the City, hold harmless, and indemnify City, its officers, officials, employees, volunteers, agents and assignees (indemnitees) from and against any loss, liability, penalties, forfeiture, claims, damages, demands, actions, proceedings or suits, in law or equity, of every kind and description, arising from the City's setting of maximum Service Rates for Collection Services under this Agreement and/or in connection with the application of Article XIIC and Article XIID of the California Constitution to the imposition, payment, or collection of Service Rates and fees for services provided by Contractor under this Agreement, and/or in connection with the imposition or payment of Franchise Fees under this Agreement.

14.5 Sole Negligence or Willful Misconduct of City

Notwithstanding Sections 14.1, 14.2 and 14.3, Contractor's obligation to indemnify, hold harmless and defend City, its officers and employees shall not extend to any loss, liability, penalty, pain, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the City its officers or employees.

14.6 Indemnification by Subcontractors

Contractor shall require all subcontractors to enter into an agreement containing the indemnification provisions set forth Sections 14.1 through 14.3 in their entirety in which the subcontractor fully indemnifies the City in accordance with this Agreement.

14.7 Separate Counsel

City may elect to have separate legal counsel from Contractor at any time at its sole discretion, and in such case Contractor shall pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.

14.8 Insurance

14.8.1. General Requirements

Contractor shall secure and maintain throughout the term of this Agreement insurance acceptable to City against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance of work or services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

14.8.2. Coverage and Limits

Insurance coverage shall include the following policies and minimum coverage amounts:

General Liability – A broad form comprehensive general liability policy with a minimum combined single limit of ten million dollars (\$10,000,000.00) per occurrence for bodily injury, personal injury, and property damage which may arise from operations, performed pursuant to this Agreement.

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Automobile Liability – An auto liability policy with a minimum combined single limit of ten million dollars (\$10,000,000.00) per occurrence for bodily injury and property damage (include coverage for Hired and Non-owned vehicles) which may arise from operations, performed pursuant to this Agreement.

Workers' Compensation and Employers' Liability – A workers compensation policy with limits as required by the Labor Code of the State of California, and an employer's liability policy with a limit of three million dollars (\$3,000,000.00).

Employee Blanket Fidelity Bond – An employee blanket fidelity bond in the amount of one hundred thousand dollars (\$100,000.00) per employee, covering dishonesty, forgery, alteration, theft, disappearance, or destruction (inside or outside).

Hazardous Waste and Environmental Liability – A hazardous waste and environmental liability policy (or an endorsement to its general liability policy) covering environmental pollution and contamination. Said coverage shall be in the amount of not less than three million dollars (\$3,000,000.00) per occurrence, and ten million dollars (\$10,000,000.00) in the aggregate for on-site, under-site, or off-site bodily injury and property damage and regulatory fines as a result of pollution conditions which may arise from operations, performed pursuant to this Agreement. This policy shall cover liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of City, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants. This policy shall stipulate this insurance is primary and no other insurance carried by City will be called upon to contribute to the loss suffered by the Contractor hereunder and waive subrogation against the City and other additional insureds.

14.8.3. Deductibles and Self-insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, City. City shall not unreasonably withhold approval of any deductible or self-Insured retention amounts where Contractor can demonstrate a successful history of managing such Deductibles or Self-Insured Retention amounts.

14.8.4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a) The City of Lomita, its elective and appointive boards, commissions, officers, employees, contractors, agents and volunteers are to be named as additional insureds on each of the policies and policy endorsements as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; Premises owned, leased or used by Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Lomita, its elective and appointive boards, commissions, officials, employees, contractors, agents or volunteers.
 - b) The insurance required by this Agreement shall be with insurer carriers that are rated by Best as A- or better, and admitted to write insurance by the State of California. The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the indemnification provisions above in this Agreement.
 - c) This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Lomita may possess including any self-insured retention the City of Lomita may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it.
 - d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Lomita, its officials, elective and appointive boards, commissions, employees, agents or volunteers.
 - e) This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against the City of Lomita, its officials, elective or appointed officials, commissions, employees, agents and volunteers for losses arising from any work performed by the named insured for the City.
3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party for whatever reason except after thirty (30) days' prior written notice (ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, has been given to City of Lomita. Such notice shall be sent to the City Manager, City Attorney and City Clerk.

14.8.5. Subcontractors Required to Carry Insurance

In the event any services required under this Agreement are provided by a subcontractor, Contractor shall require any such subcontractor to provide insurance coverages in accordance with this insurance coverages required by this Agreement. Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

14.8.6. Rights of Subrogation

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured shall not apply to City.

14.8.7. Modification of Insurance Requirements

The insurance requirements provided in this Agreement may be modified or waived by the City, in writing, upon the request of Contractor if the City determines such

modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

14.8.8. Evidence of Coverage; Insurance Repository

Contemporaneously with the execution of this Agreement, Contractor shall file certificates and/or endorsements of insurance evidencing the above-required insurance coverage with the City Clerk. From time to time thereafter, Contractor shall provide substitute certificates or endorsements at least thirty (30) days prior to any changes in coverage or limits, or a change in the carrier. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor shall establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for fifty (50) years after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of such policies, and Contractor shall provide copies or originals of such policies to City. This provision shall survive the expiration of the Term of this Agreement.

14.9 Performance Bond or Letter of Credit

Upon the Effective Date of this Agreement, Contractor shall provide a performance bond or letter of credit bond (collectively "performance bond") in a form acceptable to City. Performance Bond shall be an amount equal to three hundred thousand dollars (\$300,000.00). City shall decide whether Contractor shall provide a performance bond or a letter or credit.

14.9.1. Performance Bond

If selected by City, the performance bond shall be executed by a surety company that is acceptable to the City; an admitted surety company licensed to do business in the State of California; has an "A:V11" or better rating by A. M. Best or Standard and Poors; and is included on the list of surety companies approved by the Treasurer of the United States. The performance bond shall be on terms acceptable to the City Attorney. The Performance Bond shall serve as security for the faithful performance by Contractor of all the provisions and obligations of this Agreement.

14.9.2. Letter of Credit

If selected by City, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the City's name, and be callable at the discretion of the City. Nothing in this section shall, in any way, obligate the City to accept a letter of credit in lieu of the performance bond.

14.9.3. Failure to Perform; Forfeiture of Performance Bond

Upon Contractor's failure to pay the City an amount due, or to perform any services under this Agreement, the performance bond may be assessed by the City, for purposes including, but not limited to:

1. Reimbursement of costs borne by the City to correct any violations of this Agreement not corrected by Contractor, after City provides notice in accordance with Section 19.
2. To provide monetary remedies or to satisfy damages assessed against Contractor due to a material breach of this Agreement; or
3. To satisfy an order of the mediator.

Contractor shall deposit a replacement instrument sufficient to restore the Performance Bond to the original amount within thirty (30) days after notice from the City that any amount has been levied against the Performance Bond. Contractor shall be relieved of the foregoing requirement to replenish the Performance Bond during the pendency of an appeal from the City's decision to draw on the Performance Bond.

In the event the City draws on the Performance Bond, all of City's costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable attorneys' fees and costs, shall be paid by Contractor.

Section 15 EMERGENCY SERVICE

15.1 Preparedness

Upon request, Contractor shall provide its management expertise and contribute to City’s emergency preparedness planning efforts at no additional charge to City.

15.2 Assistance with Disaster Recovery

In the event of any natural or man-caused emergency or disaster, Contractor shall Collect and dispose of Solid Waste resulting from the emergency or disaster. Contractor shall help City and Customers recover from the disaster in a prompt and cost-effective manner. Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City.

15.3 Additional Costs

If the emergency or disaster requires the Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to Collect additional Solid Waste resulting from the event, Contractor shall receive additional compensation, above its normal compensation in this Agreement, to reimburse Contractor for its additional costs. The Contractor’s additional costs shall be based on the incremental amount of labor and equipment used by Contractor to Collect Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on the emergency service rates shown below in Table 2. The Rates in Table 2 shall be adjusted each year on July 1st based on the same rate adjustment percent increase calculated pursuant to Section 9.2. Prior to incurring any such additional costs, Contractor shall obtain City’s written authorization to incur such costs.

Table 2 – Emergency Service Rates

Labor Position or Equipment Type	Hourly Rate
Helper/Laborer	\$65.00
Driver	\$65.00
Supervisor	\$85.00
Automated Side-loader	\$125.00
Front-loader	\$125.00
Rolloff	\$125.00

15.4 City-wide Effort to Manage Disaster Debris

In the event that the City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster-related Solid Waste on a city-wide basis, Contractor shall provide City with its management expertise, including a full-time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

15.5 Record Keeping and Reimbursement

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Solid Waste resulting from the disaster.

Section 16 BILLING AUDITS AND PERFORMANCE REVIEWS

16.1 Billing and Performance Audit

16.1.1. Selection and Cost

The City may conduct two (2) billing audits and performance reviews ("reviews") of Contractor's performance during the term of this Agreement. The reviews will be performed by a qualified firm under contract to the City. The City shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from Contractor. Contractor shall be responsible to reimburse City for the cost of the review up to a maximum of thirty-five thousand dollars (\$35,000.00) for each review.

16.1.2. Purpose

The reviews shall be designed to meet the following objectives:

1. Verify that customer billing rates have been properly calculated and they correspond to the level of service received by the customer.
2. Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to the City.
3. Verify Contractor's compliance with the reporting requirements and performance standards of the Collection Service Agreement.
4. Verify the diversion percentages reported by Contractor.

16.1.3. Contractor's Cooperation

Contractor shall cooperate fully with the reviews and provide all requested data, including operational data, financial data and other data requested by the City within thirty (30) Work Days. Failure of Contractor to cooperate or provide the requested documents in the required time shall be considered an event of default.

16.2 City Requested Program Review

The City reserves the right to require Contractor to periodically conduct reviews of the Solid Waste, Recyclable Materials, Food Waste (if available) and Green Waste Collection programs to assess one or more of the following performance indicators: average volume of Recyclable Materials per setout per customer, average volume of Green Waste and or food scraps per setout per customer, participation level, and contamination levels. Prior to the program evaluation review, City and Contractor shall meet and discuss the purpose of the review and agree on the method, scope, and date to be provided by Contractor.

16.3 Cooperation with Other Program Reviews

If the City wants to collect program data, perform field work, conduct route audits to investigate customer participation levels and setout volumes and/or evaluate and monitor program results related to Solid Waste, Recyclable Materials, Food Waste (if available) and Green Waste collected in the City by Contractor, Contractor shall cooperate with the City or its agent(s). Contractor shall also cooperate with any waste generation studies or conducted by the City or its agent(s).

Section 17 MODIFICATIONS TO THE AGREEMENT

17.1 Agreement Modifications and Changes in Law

The City and Contractor acknowledge that the California Legislature has the authority to make comprehensive changes in Solid Waste, Recyclable Materials, Food Waste or Green Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Contractor agrees that the terms and provisions of the Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of Contractor located within the Service Area. In the event any future change in law, modifications to the City Municipal Code, or directed changes by the City materially alters the obligations of Contractor, then the affected compensation as established under this Agreement shall be adjusted, subject to any applicable legal requirements for increasing rates. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the City and Contractor shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this section. The City and Contractor shall not unreasonably withhold agreement to such compensation adjustment.

17.2 Compensation Adjustments

In the event of a change in laws or regulations of any governmental agency that will require additional or different services to be provided by Contractor which are not otherwise covered by this Agreement, Contractor shall provide City with a written rate increase request for additional compensation to Contractor based on such additional or different services. If the City does not agree with such rate increase, City, in addition to negotiating with Contractor may submit the matter to non-binding mediation upon the following terms and conditions in Section 17.7. Any such adjustments to Rates due to changes in laws or regulations shall require a notice and hearing pursuant to Prop 218. The cost for the Prop 218 hearing will be shared equally between the City and Contractor.

17.3 City-directed Changes

City may direct Contractor to perform additional services (including new diversion programs and additional public education activities), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum diversion requirement set forth in this Agreement, direction of Waste to a Disposal Facility other than that originally selected by the City, direction of Recyclable Materials, Food Waste or Green Waste to a processing facility other than that selected by Contractor, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which City may direct. Contractor shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services. Any such adjustments to Rates due to City-directed changes shall require a notice and hearing pursuant to Prop 218. Contractor will not be responsible for the cost of the Prop 218 hearing.

17.4 Service Proposal

Within thirty (30) calendar days of receipt of a request for a service change from the City, Contractor shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

- Collection methodology to be employed (manual, automated, semi-automated, and manpower).
- Equipment to be utilized (vehicle number, types, capacity, and age).
- Labor requirements (number of employees by classification).
- Type of carts to be utilized.
- Provision for program publicity, education, and marketing.
- Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

17.5 City May Permit Other Contractors to Provide Service

City shall have the right to permit other contractors or companies besides Contractor to provide additional Collection Services and that Contractor cannot or will not provide in

ninety (90) calendar days from the date when City first requests a proposal from Contractor to perform such services.

17.6 Monitoring and Evaluation

If the City requests, Contractor shall meet with the City to describe the progress of each new program and other service issues. If applicable, Contractor shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by Contractor and/or City necessary to evaluate the performance of each program.

At each meeting, the City and Contractor shall have the opportunity to discuss revisions to the program. The City shall have the right to terminate a program if, in its sole discretion, Contractor is not cost effectively achieving the program's goals and objectives. Prior to such termination, the City shall meet and confer with Contractor for a period of up to ninety (90) calendar days to resolve the City's concerns. Thereafter, the City may utilize a third party to perform these services if the City reasonably believes the third party can improve on Contractor's performance and/or cost. Notwithstanding these changes, Contractor shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

17.7 Dispute Resolution – Modifications to Agreement

All disputes relating to service or compensation changes as specified in this section of this Agreement shall be resolved by non-binding mediation according to the following procedures:

1. The party desiring mediation shall first give written notice thereof to the other party to this Agreement, specifying the dispute to be mediated.
2. The mediation shall be held at Lomita, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted according to and a mediator chosen pursuant to the rules of the American Arbitration Association.
3. At least ten (10) Work Days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to

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bind the party, if a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation.

Section 18 LIQUIDATED DAMAGES

18.1 Liquidated Damages

The City and Contractor acknowledge that consistent and reliable Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service in awarding this Agreement to Contractor. The City and Contractor further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The City and Contractor further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it would be impractical and extremely difficult to ascertain and determine the exact amount of damages.

Therefore, without prejudice to City's right to treat such non-performance as an event of default under Section 19, and in accordance with Civil Code Section 1671 and Government Code Section 53069.85, the City and Contractor agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to City, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. The City and Contractor each confirm the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Contractor shall pay (as liquidated damages and not as penalty) the amounts shown in Table 3 on the following page.

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Table 3 – Liquidated Damages

Item		Amount
a.	Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$100.00 per incident per Customer.
b.	Failure to clean up spillage or litter caused by Contractor.	\$500.00 per incident per location.
c.	Failure to repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
d.	Failure to repair damage to City property caused by Contractor or its personnel.	\$1,500.00 per incident per location.
e.	Failure to repair damage to City streets caused by Contractor or its personnel.	\$1,500.00 per incident and the actual cost of repair to City's satisfaction; at no cost to City.
f.	Failure to maintain equipment in a clean, safe, and sanitary manner	\$250.00 per incident per day.
g.	Failure to have a vehicle operator properly licensed.	\$250.00 per incident per day.
h.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$250.00 per incident per day.
i.	Commingling of materials Collected inside and outside the City of Lomita.	\$1,000.00 per incident.
j.	Failure to repair or replace damaged carts within the time required by this Agreement.	\$100.00 per incident per day.
k.	Disposal of Recyclable Materials, Food Waste, or Green Waste in the Disposal Facility without first obtaining the required permission of the City.	\$1,000.00 per load.
l.	Failure to meet minimum diversion standards.	\$15,000.00 each occurrence

18.2 Procedure for Assessment of Liquidated Damages

The City Manager may assess liquidated damages pursuant to Section 18.1 on a monthly basis. At the end of each month during the term of this Agreement, the City Manager shall issue a written notice to Contractor ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

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The City Manager shall schedule a meeting with Contractor as soon as reasonably possible after timely receipt of Contractor's request.

The City Manager shall review Contractor's evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Contractor.

In the event Contractor does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Manager's determination shall be final and Contractor shall submit payment to City no later than that tenth (10th) day. Or at the sole option of City, if monies are owed to Contractor, City may deduct the liquidated damages from amounts otherwise due to Contractor.

City's assessment or collection of liquidated damages shall not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in this Agreement.

Section 19 EVENTS OF DEFAULT; ADMINISTRATIVE REMEDIES; TERMINATION

19.1 Events of Default

City reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

1. If Contractor practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;
2. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;
3. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, Cash and Performance Bonds as required by this Agreement;
4. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;
5. If Contractor ceases to provide Collection Service as required under this Agreement over all or a substantial portion of the City for a period of two (2) calendar days or more, for any reason within the control of Contractor;
6. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;
7. If Contractor fails to achieve diversion levels for the waste stream covered by this Agreement at levels sufficient to achieve the diversion goals required of the City, as determined by CalRecycle, or City determines that the City has or will fail to meet its diversion goals, Contractor shall have an opportunity to cure this material breach, within the time allotted by CalRecycle, or City, as appropriate;

8. If the operations of Contractor shall be contrary to the public health, safety, well-being, peace, welfare or morals, or shall be found to constitute a public nuisance;
9. If Contractor violates any material federal or state law, regulation of the CalRecycle, a local enforcement agency, the City Municipal Code, or any material condition of the Agreement affecting public health and safety in the City; or,
10. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

19.2 Waiver of Rights

Contractor waives any rights it may have to challenge the terms of this Agreement under federal, state, or local law except as provided in the dispute resolutions provisions of this Agreement.

19.3 Notice of Deficiencies; Response

If the City Manager determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of solid and Hazardous Waste, the City may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The City, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall correct the deficiencies and respond to the written Notification of

Deficiencies within thirty (30) days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

19.4 Review by City Manager; Notice of Appeal

The City Manager shall review any written response from Contractor and shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Performance Bond or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Section 19.5 and 19.6, below, or refer the matter directly to a mediator as provided in Section 19.7, below. The City Manager shall promptly inform Contractor of their decision. In the event the decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 10 days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, and videotapes, which Contractor may choose to submit.

19.5 City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter, or refer the matter to a mediator as provided in section 19.8, below. If the City Council elects to hear the matter, the City Clerk shall give Contractor fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

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1. A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options;
2. The City Manager's written Notification of Deficiencies;
3. Contractor's response to the Notification of Deficiencies;
4. The City Manager's written notification to Contractor of adverse decision; and,
5. Contractor's Notice of Appeal to the City Council.

No new legal issues may be raised, nor may new evidence be submitted by Contractor or City at this hearing, or at any further point in the proceedings, absent a showing of good cause. City, Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard.

19.6 City Council Determination

Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final and conclusive unless Contractor files a "Notice of Appeal to Mediator" with the City Clerk (and serves copies, by mail, on the City Manager and the City Attorney) within 10 Work Days of receipt of the decision or order of the City Council. With the exception of draws on the Performance Bond, the execution of City's remedies shall be stayed until Contractor has exhausted its appeals under this Section 19 of this Agreement.

19.7 Appeal to Mediator

Except as otherwise provided in this Agreement, Contractor may appeal any decision, order or action by the City Council or City Manager under this Section 19.7, as provided in 19.8, below, by filing a Notice of Appeal to Mediator with the City Clerk within ten (10) Work Days of receipt of the decision by the City Manager or City Council and following the procedures set forth in Section 19.8, below. A decision of the City Manager to refer a matter to the City Council or, in the alternative, directly to a mediator may not be appealed. A decision of the City Council with respect to rate adjustments is not subject to an appeal by Contractor to a mediator, or the provisions of Section 19.8.

19.8 Negotiation and Mediation

Except as may otherwise be set forth expressly in this Agreement, all disputes arising under this Agreement shall be resolved as set forth in this Section. Contractor and the City (the "Parties" or "Party") shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to all Parties and shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rate share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

19.9 Confidentiality

All negotiations and any mediation conducted pursuant to this section shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

19.10 Injunctive Relief

Either Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

19.11 Continuing Obligation

Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

19.12 Failure of Mediation

If after good faith efforts to mediate a dispute under the terms of this Agreement the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity before a court of competent jurisdiction and with venue in Los Angeles County.

Section 20 FAILURE TO PERFORM

Should Contractor for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 22.1, "Force Majeure," below, refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, solid waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor is obligated to Collect and transport pursuant to this Agreement.

City shall provide twenty-four (24) hours prior written notice to Contractor during the period of such emergency, before contracting with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise Collect and transport pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event, Contractor shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of City's expenses for such substitute services during period in which Contractor is unable to provide Collection and transportation services required by this Agreement.

Section 21 TRANSFER OR ASSIGNMENT

The rights granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges in this Agreement be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person, either by act of Contractor or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt to do any of the foregoing with respect to any of the rights in this Agreement without the consent of City shall be void. For purposes of this Agreement, any dissolution, merger, consolidation, change in control or other reorganization of Contractor shall be deemed an assignment of this Agreement. For purposes of this section, a change of corporate name and a transfer to an entity under common control or ownership of Contractor shall not be deemed a transfer of rights.

The decision to consent to any assignment shall be in the sole discretion of the City Manager, as confirmed by Resolution adopted by the City's City Council.

Any application for a transfer of rights shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in an amount equal to one hundred thousand dollars (\$100,000.00). The transfer fee shall be paid by Contractor or Contractor's assignee upon any such transfer of this Agreement. If City does not receive the transfer fee within thirty (30) days of the transfer date, City shall have the right to terminate this Agreement. The City, in its sole discretion, may waive all or any portion of the transfer fee.

Each and all of the provisions, agreements, terms, covenants, and obligations in this Agreement to be performed by Contractor shall be binding upon any transferee.

Section 22 GENERAL PROVISIONS

22.1 Force Majeure

Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or disposal services of Contractor are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Lomita; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires (including brushfires); strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 19 of this Agreement.

22.2 Independent Status

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Contractor nor its officers, employees, agents or sub-contractors shall obtain any rights to retirement or other benefits, which accrue to City employees.

22.3 Permits and Licenses

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the City Manager

22.4 Ownership of Electronic and Written Materials

All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by City or Contractor in connection with the services to be performed under this Agreement, whether developed directly or indirectly by City or Contractor shall be and shall remain the property of City without limitation or restrictions on the use of such materials by City. Contractor shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Manager. This section does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

22.5 Transition to Next Contractor

In the event Contractor is not awarded a new contract to continue to provide Collection Services following the expiration or early termination of this Agreement, Contractor shall cooperate fully with City and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Customers; providing a complete inventory of all carts and bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of carts and bins, as appropriate, to City; including transporting such containers to a location designated by the City Manager; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

22.6 Waiver

Waiver by City or Contractor of any breach for violation of any term covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City shall not be deemed to be a waiver by City of any breach for violation of any term, covenant or condition of this Agreement.

22.7 Right to Require Performance

The failure of the City at any time to require performance by Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

22.8 Joint Drafting

This Agreement was drafted jointly by the parties.

22.9 Headings

Headings in this Agreement are for convenience of reference only and are not to be considered in any interpretation of the Agreement.

22.10 Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

22.11 Compliance with Laws and Regulations

Contractor shall comply with all applicable laws and implementing regulations of the federal and state government, as they, from time to time, may be amended, specifically including, but not limited to, RCRA, CERCLA, and AB 939; and, all applicable ordinances of the City.

22.12 Changes in Municipal Code

City shall provide written notice to Contractor of any planned amendment of the City Municipal Code that would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's first reading of such an amendment.

22.13 Law to Govern; Venue

The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the

City of Lomita
Solid Waste Collection Agreement

event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

22.14 Amendments

All amendments to this Agreement shall be in writing, duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

22.15 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: Ryan Smoot
City Manager
City of Lomita
24300 Narbonne Ave.
Lomita, CA 90717
r.smoot@lomitacity.com

Copy to: Gary Sugano
Assistant City Manager
City of Lomita
24300 Narbonne Ave.
Lomita, CA 90717
g.sugano@lomitacity.com

Copy to: City Attorney 's Office
City of Lomita
Attention: Lauren Langer
Best Best & Krieger LLP
1230 Rosecrans Suite 110
Manhattan Beach, CA 90266
Lauren.langer@BBKLaw.com

City of Lomita
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To Contractor: William Kalpakoff
General Manager
CalMet Services, Inc.
7202 Petterson Ln.
Paramount, CA 90723
bkalpakoff@calmetservices.com

or to such other address as either party may from time to time designate by notice to the other given in accordance with this section. Notice shall be deemed effective on the date personally served if mailed, three (3) Work Days from the date such notice is deposited in the United States mail.

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile or email transmission is acceptable notice, effective when received, however, facsimile or email transmissions received after 4:30 p.m. or on weekends or holidays, will be deemed received on the next Work Day. Receipt is deemed to have taken place within three (3) Work Days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment or email must also be mailed as required in this Agreement.

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent as required above by the end of the Work Day.

22.16 Severability

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

22.17 Attorney's Fees

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies in this Agreement or the enforcement of any of the terms, conditions, or provisions in this Agreement.

22.18 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced in this Agreement and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

**City of Lomita
Solid Waste Collection Agreement**

WITNESS the execution of this Agreement on the day and year written below.

CITY OF LOMITA

Henry Sanchez, Jr., Mayor

ATTEST:

Kathleen Hill, CMC, City Clerk

APPROVED AS TO FORM:

Christi Hogin, City Attorney

Contractor

CalMet

By:_____

**City of Lomita
Solid Waste Collection Agreement**

Exhibit A – Residential Rate Schedule

Maximum Rates - Residential Customers July 1, 2019 - June 30, 2020				
A. CURBSIDE COLLECTION SERVICE				
1	Solid Waste Cart Sizes (gallons)	32	64	96
2	Monthly Per Unit Disposal Generation Factor	0.1298	0.1370	0.1514
3	Solid Waste Disposal Component (per ton disposal rate X the monthly generation factor)	\$ 8.43	\$ 8.91	\$ 9.84
4	Collection Component	\$ 12.32	\$ 12.45	\$ 13.76
5	Franchise Fee Component (9%)	\$ 2.05	\$ 2.11	\$ 2.33
6	Monthly Solid Waste Collection Rate (Lines A3 + A4 +A5)	\$ 22.80	\$ 23.47	\$ 25.93
B. SUBSCRIPTION BACKYARD COLLECTION SERVICE				
1	Solid Waste Cart Sizes (gallons)	32	64	96
2	Monthly Per Unit Disposal Generation Factor	0.1298	0.1370	0.1514
3	Solid Waste Disposal Component (per ton disposal rate X the monthly generation factor)	\$ 8.43	\$ 8.91	\$ 9.84
4	Collection Component	\$ 47.99	\$ 48.66	\$ 49.96
5	Franchise Fee Component (9%)	\$ 5.58	\$ 5.69	\$ 5.91
6	Monthly Solid Waste Collection Rate (Lines B3 + B4 +B5)	\$ 62.00	\$ 63.26	\$ 65.71
C. ADDITIONAL SERVICES				
1	Solid Waste Cart Sizes (gallons)	32	64	96
2	Additional Solid Waste Cart (added to Line A6)	\$ 13.66	\$ 13.66	\$ 13.66
3	Additional Recycling Cart after one free (added to Line A6 or B4)	\$ 4.21	\$ 4.21	\$ 4.21
4	Additional Green Waste Cart after one free (added to Line A6 or B4)	\$ 13.59	\$ 13.59	\$ 13.59
5	Additional Cart Exchange	\$ 12.05	each additional Solid Waste cart/occurrence	
6	Additional Cart Replacement	\$ 12.05	each additional Solid Waste cart/occurrence	
7	Additional Bulky Items Collection	\$ 42.11	first item/occurrence	
		\$ 18.12	each additional item/occurrence	

**City of Lomita
Solid Waste Collection Agreement**

Exhibit B – Multi-family Rate Schedule

Maximum Rates - Multi-family Customers						
July 1, 2019 - June 30, 2020						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
Cart Service 1X Week						
Solid Waste Cart Sizes (gallons)			96			
Monthly Per Unit Disposal Generation Factor			0.1514			
Solid Waste Disposal Component (per ton disposal rate X the monthly generation factor)			\$ 9.84			
Collection Component			\$ 13.76			
Franchise Fee Component (9%)			\$ 2.33			
Monthly Solid Waste Collection Rate			\$ 25.93			
Cart Service 65 gal Organics Collection						
Collection	\$ 68.94	\$ 135.72				
Disposal	\$ 24.60	\$ 51.64				
Franchise Fee	\$ 9.25	\$ 18.53				
TOTAL	\$ 102.79	\$ 205.89				
Cart Service 65 gal Organics Collection, Extra Empty						
Collection	\$ 21.50					
Disposal	\$ 15.00					
Franchise Fee	\$ 3.50					
TOTAL	\$ 40.00					
2 CY Organics Collection						
Collection	\$ 110.00	\$ 220.00				
Disposal	\$ 50.00	\$ 100.00				
Franchise Fee	\$ 26.00	\$ 52.00				
TOTAL	\$ 186.00	\$ 372.00				
1.5 CY						
Collection	\$ 49.90	\$ 75.32	\$ 100.75	\$ 126.17	\$ 151.61	\$ 177.03
Disposal	\$ 28.29	\$ 56.53	\$ 84.80	\$ 113.06	\$ 141.34	\$ 169.58
Franchise Fee	\$ 7.73	\$ 13.04	\$ 18.35	\$ 23.66	\$ 28.97	\$ 34.28
TOTAL	\$ 85.92	\$ 144.89	\$ 203.90	\$ 262.89	\$ 321.92	\$ 380.89
2 CY						
Collection	\$ 58.33	\$ 92.26	\$ 126.17	\$ 160.07	\$ 193.99	\$ 227.89
Disposal	\$ 37.69	\$ 75.38	\$ 113.06	\$ 150.74	\$ 188.45	\$ 226.10
Franchise Fee	\$ 9.50	\$ 16.58	\$ 23.66	\$ 30.74	\$ 37.82	\$ 44.90
TOTAL	\$ 105.52	\$ 184.22	\$ 262.89	\$ 341.55	\$ 420.26	\$ 498.89
3 CY						
Collection	\$ 75.32	\$ 126.17	\$ 177.03	\$ 227.89	\$ 278.76	\$ 329.62
Disposal	\$ 56.53	\$ 113.06	\$ 169.58	\$ 226.10	\$ 282.64	\$ 339.16
Franchise Fee	\$ 13.04	\$ 23.66	\$ 34.28	\$ 44.90	\$ 55.52	\$ 66.14
TOTAL	\$ 144.89	\$ 262.89	\$ 380.89	\$ 498.89	\$ 616.92	\$ 734.92

**City of Lomita
Solid Waste Collection Agreement**

Exhibit B (continued)

Maximum Rates - Multi-family Customers July 1, 2019 - June 30, 2020						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
3 CY Compactor						
Collection	\$ 75.32	\$ 126.17	\$ 177.03	\$ 227.90	\$ 278.76	\$ 329.62
Disposal	\$ 226.10	\$ 452.25	\$ 678.35	\$ 904.46	\$ 1,130.57	\$ 1,356.70
Franchise Fee	\$ 29.81	\$ 57.21	\$ 84.60	\$ 111.99	\$ 139.38	\$ 166.78
TOTAL	\$ 331.23	\$ 635.63	\$ 939.98	\$ 1,244.35	\$ 1,548.71	\$ 1,853.10
4 CY						
Collection	\$ 92.26	\$ 160.07	\$ 227.89	\$ 295.71	\$ 363.53	\$ 431.34
Disposal	\$ 75.38	\$ 150.74	\$ 226.10	\$ 301.51	\$ 376.85	\$ 452.25
Franchise Fee	\$ 16.58	\$ 30.74	\$ 44.90	\$ 59.07	\$ 73.22	\$ 87.39
TOTAL	\$ 184.22	\$ 341.55	\$ 498.89	\$ 656.29	\$ 813.60	\$ 970.98
6 CY						
Collection	\$ 126.17	\$ 227.89	\$ 329.62	\$ 431.34	\$ 533.08	\$ 634.79
Disposal	\$ 113.06	\$ 226.10	\$ 339.16	\$ 452.25	\$ 565.30	\$ 678.35
Franchise Fee	\$ 23.66	\$ 44.90	\$ 66.14	\$ 87.39	\$ 108.63	\$ 129.87
TOTAL	\$ 262.89	\$ 498.89	\$ 734.92	\$ 970.98	\$ 1,207.01	\$ 1,443.01
40 CY Box Collection	\$ 323.68	Per pull + Disposal/Processing Cost + 9% Franchise Fee				
10 CY Box Lowboy Collection	\$ 323.68	Per pull + Disposal/Processing Cost + 9% Franchise Fee				
Compactor Collection	\$ 470.15	Per pull + Disposal/Processing Cost + 9% Franchise Fee				
Push Rates (Per 10 Ft)	\$ 10.59	\$ 21.19	\$ 31.78	\$ 42.40	\$ 52.99	\$ 63.58
Scout Service	\$ 41.06	\$ 82.14	\$ 123.20	\$ 164.23	\$ 205.31	\$ 246.36
Lock Lid Service	\$ 18.55	\$ 37.09	\$ 55.63	\$ 74.17	\$ 92.70	\$ 111.26
Back Out (Per 50 Ft)	\$ 18.55	\$ 37.09	\$ 55.63	\$ 74.17	\$ 92.70	\$ 111.26
Cart or Bin Cleaning (Ea Occurrence)	Cart	\$ 24.44	1-4 CY Bin	\$ 73.35	5+ CY Bin	\$ 73.35
Additional Bin or Cart Exchange				\$ 91.67	Each add'l cart or bin	
Additional Bin or Cart Replacement				\$ 91.67	per occurrence	
Restarting Discontinued Service due to Non-payment				\$ 29.52	Each restart	
Redelivery of Containers due to Non-payment				\$ 91.67	Each container	

**City of Lomita
Solid Waste Collection Agreement**

Exhibit C – Commercial Rate Schedule

Maximum Rates - Commercial Customers						
July 1, 2019 - June 30, 2020						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
96 Gallon						
Collection	\$ 26.21					
Disposal	\$ 18.73					
Franchise Fee	\$ 4.44					
TOTAL	\$ 49.38					
Cart Service 65 gal Organics Collection						
Collection	\$ 68.94	\$ 135.72				
Disposal	\$ 24.60	\$ 51.64				
Franchise Fee	\$ 9.25	\$ 18.53				
TOTAL	\$ 102.79	\$ 205.89				
Cart Service 65 gal Organics Collection, Extra Empty						
Collection	\$ 21.50					
Disposal	\$ 15.00					
Franchise Fee	\$ 3.50					
TOTAL	\$ 40.00					
2 CY Organics						
Collection	\$ 110.00	\$ 220.00				
Disposal	\$ 50.00	\$ 100.00				
Franchise Fee	\$ 26.00	\$ 52.00				
TOTAL	\$ 186.00	\$ 372.00				
1.5 CY						
Collection	\$ 49.90	\$ 75.32	\$ 100.75	\$ 126.17	\$ 151.61	\$ 177.03
Disposal	\$ 28.29	\$ 56.53	\$ 84.80	\$ 113.06	\$ 141.34	\$ 169.58
Franchise Fee	\$ 7.73	\$ 13.04	\$ 18.35	\$ 23.66	\$ 28.97	\$ 34.28
TOTAL	\$ 85.92	\$ 144.89	\$ 203.90	\$ 262.89	\$ 321.92	\$ 380.89
2 CY						
Collection	\$ 58.33	\$ 92.26	\$ 126.17	\$ 160.07	\$ 193.99	\$ 227.89
Disposal	\$ 37.69	\$ 75.38	\$ 113.06	\$ 150.74	\$ 188.45	\$ 226.10
Franchise Fee	\$ 9.50	\$ 16.58	\$ 23.66	\$ 30.74	\$ 37.82	\$ 44.90
TOTAL	\$ 105.52	\$ 184.22	\$ 262.89	\$ 341.55	\$ 420.26	\$ 498.89
3 CY						
Collection	\$ 75.32	\$ 126.17	\$ 177.03	\$ 227.89	\$ 278.76	\$ 329.62
Disposal	\$ 56.53	\$ 113.06	\$ 169.58	\$ 226.10	\$ 282.64	\$ 339.16
Franchise Fee	\$ 13.04	\$ 23.66	\$ 34.28	\$ 44.90	\$ 55.52	\$ 66.14
TOTAL	\$ 144.89	\$ 262.89	\$ 380.89	\$ 498.89	\$ 616.92	\$ 734.92

**City of Lomita
Solid Waste Collection Agreement**

Exhibit C (continued)

Maximum Rates - Commercial Customers						
July 1, 2019 - June 30, 2020						
Container Size	Collection Frequency					
	1X Week	2X Week	3X Week	4X Week	5X Week	6X Week
3 CY Compactor						
Collection	\$ 75.32	\$ 126.17	\$ 177.03	\$ 227.90	\$ 278.76	\$ 329.62
Disposal	\$ 226.10	\$ 452.25	\$ 678.35	\$ 904.46	\$ 1,130.57	\$ 1,356.70
Franchise Fee	\$ 29.81	\$ 57.21	\$ 84.60	\$ 111.99	\$ 139.38	\$ 166.78
TOTAL	\$ 331.23	\$ 635.63	\$ 939.98	\$ 1,244.35	\$ 1,548.71	\$ 1,853.10
4 CY						
Collection	\$ 92.26	\$ 160.07	\$ 227.89	\$ 295.71	\$ 363.53	\$ 431.34
Disposal	\$ 75.38	\$ 150.74	\$ 226.10	\$ 301.51	\$ 376.85	\$ 452.25
Franchise Fee	\$ 16.58	\$ 30.74	\$ 44.90	\$ 59.07	\$ 73.22	\$ 87.39
TOTAL	\$ 184.22	\$ 341.55	\$ 498.89	\$ 656.29	\$ 813.60	\$ 970.98
6 CY						
Collection	\$ 126.17	\$ 227.89	\$ 329.62	\$ 431.34	\$ 533.08	\$ 634.79
Disposal	\$ 113.06	\$ 226.10	\$ 339.16	\$ 452.25	\$ 565.30	\$ 678.35
Franchise Fee	\$ 23.66	\$ 44.90	\$ 66.14	\$ 87.39	\$ 108.63	\$ 129.87
TOTAL	\$ 262.89	\$ 498.89	\$ 734.92	\$ 970.98	\$ 1,207.01	\$ 1,443.01
40 CY Box Collection	\$ 323.68	Per pull + Disposal/Processing Cost + 9% Franchise Fee				
10 CY Box Lowboy Collection	\$ 323.68	Per pull + Disposal/Processing Cost + 9% Franchise Fee				
Compactor Collection	\$ 470.15	Per pull + Disposal/Processing Cost + 9% Franchise Fee				
Push Rates (Per 10 Ft)	\$ 10.59	\$ 21.19	\$ 31.78	\$ 42.40	\$ 52.99	\$ 63.58
Scout Service	\$ 41.06	\$ 82.14	\$ 123.20	\$ 164.23	\$ 205.31	\$ 246.36
Lock Lid Service	\$ 18.55	\$ 37.09	\$ 55.63	\$ 74.17	\$ 92.70	\$ 111.26
Back Out (Per 50 Ft)	\$ 18.55	\$ 37.09	\$ 55.63	\$ 74.17	\$ 92.70	\$ 111.26
Cart or Bin Cleaning (Ea Occurrence)	Cart	\$ 24.44	1-4 CY Bin	\$ 73.35	5+ CY Bin	\$ 73.35
Additional Bin or Cart Exchange				\$ 91.67	Each add'l cart or bin	
Additional Bin or Cart Replacement				\$ 91.67	per occurrence	
Restarting Discontinued Service due to Non-payment				\$ 29.52	Each restart	
Redelivery of Containers due to Non-payment				\$ 91.67	Each container	



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH 9a**

FROM: Ryan Smoot, City Manager

PREPARED BY: Laura MacMorran, Associate Planner

MEETING DATE: September 5, 2023

SUBJECT: Discussion and Consideration of Zoning Text Amendment No. 2023-07 Amending Lomita Municipal Code Title XI (Planning and Zoning) to Create Mixed-Use Overlay District Regulations for Four or Fewer Residential Unit Developments Within the Downtown, Commercial (D-C) Zone within the Mixed-Use Overlay District

RECOMMENDATION

After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Article 58 (Mixed Use Overlay District) to update regulations, remove the minimum lot size requirement for four-or-fewer-residential-unit developments within the D-C (Downtown, Commercial) Zone within the Mixed-Use Overlay District, and Article 15 (Definitions); find the project is categorically exempt from the California Environmental Quality Act (CEQA); and direct staff to schedule the second reading and adoption of the ordinance.

PLANNING COMMISSION RECOMMENDATION

On August 14th, after continuing July 10th's public hearing, the Planning Commission voted unanimously (6-0) to recommend the adoption of the draft ordinance (Attachment 1; redline version provided as Attachment 2).

BACKGROUND

At the July 25, 2023, public workshop for the City's General Plan Update, attended by approximately 50 Lomita residents and/or workers, the group discussed the topic of "Land Use & Design" within Lomita. The public was invited to place stickers on their own map denoting where in the city they'd like to see certain land uses change or continue. Unprompted, a large number of attendees in several different working groups indicated that they'd like to see more residential-over-commercial vertical mixed-use in the Downtown Lomita area. It was also a popular response in the General Plan community

survey, which garnered responses from 165 Lomita residents and employees. The project team noted this popular desire and it will be incorporated into the forthcoming recommendations for the updated General Plan.

On June 2, 2023, Chinzo Machida (owner of 24333 Narbonne Avenue) and Luis De Moraes applied for a zone text amendment to remove the minimum lot size requirement for mixed-use projects containing four or fewer residential units in the D-C Zone within the Mixed-Use Overlay Zone and to allow development standard concessions and incentives for creating deed-restricted affordable housing. The applicant's site contains an approximately 7,520 ft² two-story commercial building on a 6,900 ft² lot. A gym occupies the ground floor, and three offices totaling 1,500 ft² offices occupy the second floor. The applicant reports difficulty in renting out the second floor space to office uses and would like to convert the office use to residential use, as it is within the Mixed-Use Overlay Zone.

The City created the Mixed-Use Overlay (MUO) District in 2006, establishing that only projects with a lot area of at least 10,000 ft² are eligible for mixed-use development. Since the MUO District was adopted, four mixed-use projects have been development: three are in the Commercial, General (C-G) Zone and one is in the D-C Zone. The lot size requirement intends to promote lot consolidation, which would lead to redevelopment, more efficient land use based on the density calculation methodology, and optimal use of the land given the development standards.

In conjunction with the applicants' amendment, the applicant and staff propose minor changes to align the Lomita Municipal Code with State laws, update standards, and clean up a procedural inconsistency.

ANALYSIS

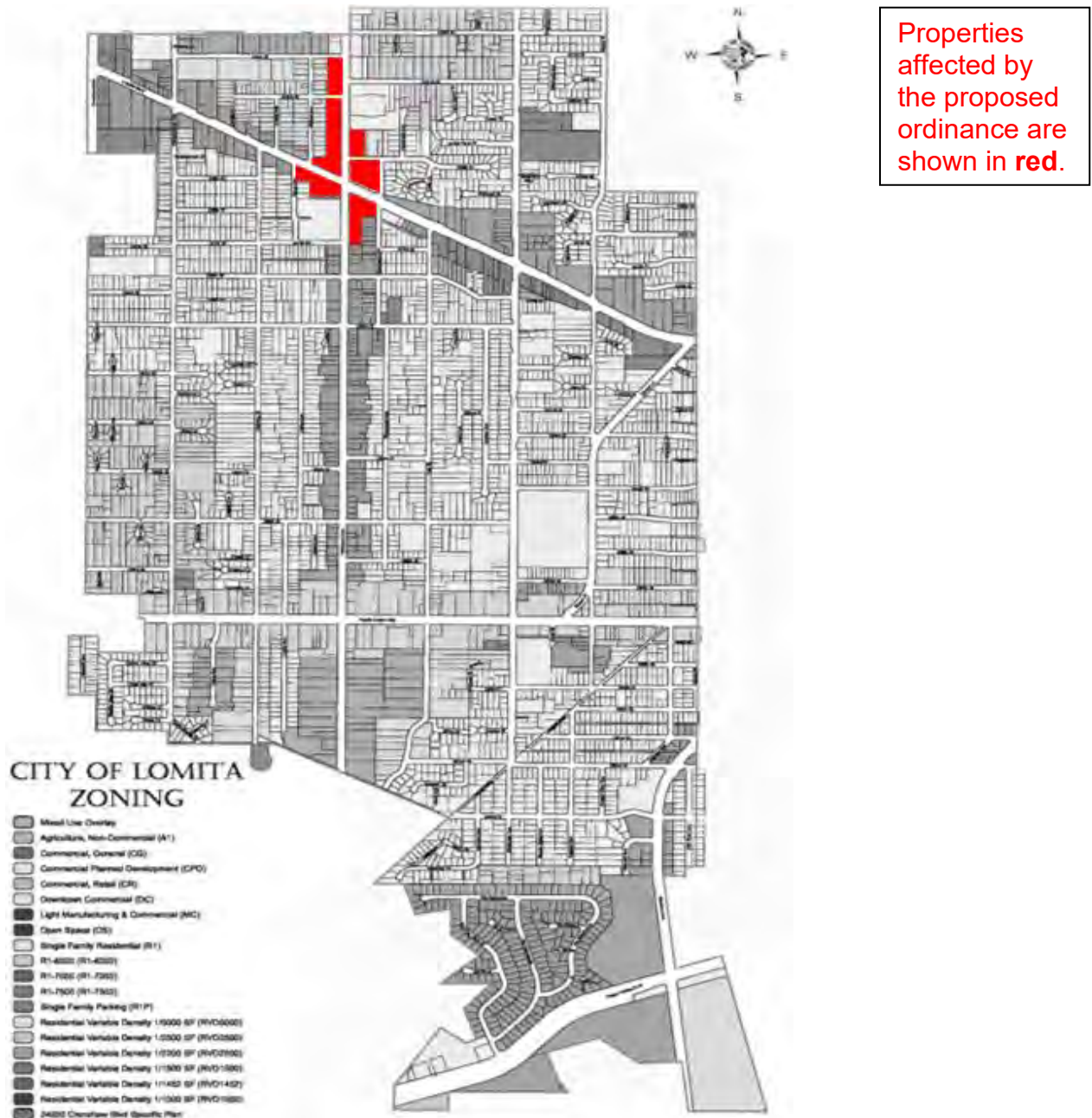
The proposed amendment is in response to limitations on mixed-use lots possessing less than 10,000 ft², an increased demand for housing, preservation of the character and scale of the Downtown-Commercial Zone, the adopted 6th Cycle Housing Element commitments, and the need for other minor revisions.

A large part of Lomita's land subdivision is irregular. In the MUO-Districted D-C Zone, property sizes range from 3,000 ft² to nearly 28,000 ft² and properties contain a variety of building styles, ages, and heights. This eclectic mix contributes to Lomita's character and small-town identity. Twenty-eight (28) of the 47 properties with MUO-Districted D-C Zone designation are less than 10,000 ft². As such, a small lot is not an extraordinary and unusual condition, so the findings for a variance cannot be made and a zone text amendment is necessary.

In order for two small properties to combine and create a 10,000-square-foot or more property, many variables factor into the equation. One such variable is two adjacent property owners must be willing to merge or sell. To date, not a single mixed-use project has combined lots from different sellers. Even though Mr. Machida's property is consistent with the zoning designations and the land use designation, the likelihood that

24333 Narbonne Avenue will merge with either of the neighboring properties (a city-owned parking lot and The Lomita Feed Store) is unlikely; and therefore, this property, and others, cannot develop residential units.

1) D-C ZONE MIXED-USE PROJECTS WITH FOUR OR FEWER RESIDENTIAL UNITS
 See Section 11-1.58.06(B) of the draft ordinance (Attachment 1)



Properties affected by the proposed ordinance are shown in red.

The proposed amendment offers an additional pathway for the creation of affordable housing on properties within the MUO-Districted D-C Zone with four or less residential units by providing similar incentives afforded to properties having five or more residential units based on the State’s Density Bonus Law. The land use, zoning, and overlay district will not change through this ordinance.

For mixed-use projects with four or fewer residential units, the draft ordinance proposes no minimum lot size. At 22-units/acre, a property with less than 9,900 ft² would only be able to build four units. A 9,900-square-foot property would be eligible to build five units and can elect to use the State's Density Bonus law. This amendment offers a path for those properties and creates a more level playing field to further facilitate the development of affordable housing in the community.

The proposed mixed-use standards mostly replicate the existing standards;, but there are a few differences intended to preserve Lomita's downtown character.

Development requirements typically set a minimum unit size, and the State requires at least 150 ft² per unit. Lomita's existing mixed-use unit size standards require a studio unit to be at least 500 ft², a one-bedroom to be at least 700 ft², a two-bedroom to be at least 900 ft², and additional bedrooms to be at least 200 ft². However, the Code does not set a maximum unit size. Without a cap, a residential unit can be as big as the developer desires, and the floor area occupied by residential uses has the potential to shrink the floor area available for nonresidential (commercial) uses.

Staff recommends implementing an average maximum unit size standard for projects with four or fewer units. These average maximum unit sizes are larger than the City's minimum and contain ample room. Studios must average 550 ft² or less; one-bedrooms must average 800 ft² or less, two-bedrooms must average 1,000 ft² or less, and additional bedrooms can add up to 200 ft². In general, smaller units tend to cost less, and tend to be occupied by only one household. In addition, by capping the residential unit sizes, it is more likely that the desired 30% commercial space to 70% residential space ratio will be met.

One other difference between the four-or-fewer-unit standards and the five-or-more-unit standards is the requirement that the ground floor space fronting Narbonne Avenue and Lomita Boulevard be occupied with commercial/nonresidential uses. Though mixed-use typically implies street-fronting commercial, this ordinance ensures it is explicitly stated.

2) AFFORDABLE UNIT AND INCENTIVES AND CONCESSIONS

See Section 11-1.58.06(B)(3) of the draft ordinance (Attachment 1)

Staff analyzed all MUO-Districted properties within the D-C Zone. Most of these properties contain 60-year-old plus buildings and would find it challenging or impossible to meet all the development standards. Providing incentives to or concessions from development standards to create affordable housing is recognized nationwide as a cost-effective, and privately funded approach to develop affordable housing.

The proposed Affordable Unit provision is modeled after the State's Density Bonus Law (CA Gov. Code 65915), which allows a developer to receive a certain number of incentives to or concessions from a local jurisdiction's development standards in exchange for creating deed-restricted affordable housing.

Inflexible requirements can often hinder economic development, and conversely easing these requirements supports future development potential. For example, Lomita allows D-C Zone commercial uses within 500 feet of a municipal parking lot to reduce onsite parking supply (LMC Sec. 11-1.49.06(D)). Over the last few years, several businesses in the D-C Zone have benefited from this provision, and thereby the City and its existing residents have too.

Similar to commercial development, residential standards are very influential. Affordable housing, and mixed-income housing is generally considered a public good, and in consideration for that public good, either financial incentives (not proposed) or nonfinancial incentives, such as modified development requirements, are often considered to support the development.

The applicant has applied to convert existing space, but if the space was new commercial space off-site parking would be required. The following table illustrates the differences in parking requirements generated by commercial versus residential use.

Commercial v. Residential Parking Requirements Example

Use	Parking Ratio	Quantity	Parking Spaces Required
Commercial: Office/Personal Service/Retail	1 space/300 ft ² (Sec. 11-1.66.03(C))	1,500 ft ²	5 spaces
Residential: Studio + Guest	1 space/unit +.25 spaces/unit (Sec. 11-1.58.06(f))	3 units, each at 500 ft ²	3 spaces <u>+ 1 space</u> 4 spaces

Under the Lomita Municipal Code parking requirements, a commercial use requires more parking spaces than three studio apartments.

Unlike the State’s program, the proposed ZTA adheres to the City’s existing General Plan’s densities and does not award bonus units – it instead maximizes the use of existing spaces while further incentivizing the development of affordable housing.

3) OTHER AMENDMENTS FOR CONSISTENCY

See Section 11-1.58.06(A)(1), and Section 11-1.15.13(C) of the draft ordinance (Attachment 1)

The draft amendment proposes a) to revise a subjective standard, and b) to replace one entitlement process with a more appropriate entitlement.

- a) Lomita’s Mixed-use Standards of Development contains a corner lot provision to ensure that vehicles have adequate visibility at intersections. For example, 24516 Narbonne Avenue applied this standard to its design and created an active outdoor use for the open space. As written, the Code doesn’t provide prescriptive standards, instead each project is evaluated on a “case-by-case basis”. Case-by-case is a

subjective criterion and could be seen as contrary to Streamlined Affordable Housing (SB 35) and the Housing Crisis Act (SB 330). The update adds specific values to this sightline standard. A clear vision triangle starts at intersection of the property lines that are parallel to each street and extends for ten feet in each direction. The third triangle leg connects the two 10' segments. The term "clear vision triangle" is defined and based on definitions found in the American Planning Association's Dictionary. There may be situations where conditions, such as the direction of a one-way street or alley, make it unnecessary for a clear visibility triangle. If there's a project that would not obstruct sightlines, then the project may apply for a modification.

- b) The existing standards of development section states that the maximum building height and other standards can be deviated from through the conditional use permit process. While the conditional use permit (CUP) process consolidates the potential number of entitlements because a CUP is already required for a mixed-use project, a CUP pertains to special land uses that are not allowed by-right and is designed to address their operating characteristics, impacts, and consistency with the General Plan's policies. Also, CUPs can be revoked or terminated. Deviations from objective and quantifiable standards of development generally require a variance, or if specified a modification with a site plan review. None of the existing zoning districts use a conditional use permit to deviate from a development standard; therefore, staff has removed a sentence from former subparagraph (d) pertaining to the building's height.

It is not necessary to add language in the Mixed-Use Overlay District's Standards of Development that a variance may be obtained in order to deviate from the development standards, and subparagraph (l) has been deleted. Lomita Municipal Code Article 70 Paragraph 10 (Zone Variance) stipulates that "The Commission, or City Council on appeal may grant a Variance from the required development standards, with or without conditions...". If the City Council desires to place a lesser burden on deviating from any or all development standards, it could make certain standards eligible for a modification pursuant to Article 70 Paragraph 8.

The one exception to the requirement for a variance to deviate from a development standard is the required percentage of nonresidential uses. The 6th Cycle HE's Program 12: Lot Consolidation stated that a deviation from the minimum commercial percentage is considered through the conditional use permit process. To require a request for a reduction to meet the higher standards necessary for a variance could be seen to create an impediment to the development of housing. As the nonresidential use percentage pertains specifically to the land's use, a CUP remains an appropriate avenue and does not unnecessarily hinder future development of housing.

GENERAL PLAN CONSISTENCY

The zone text amendment is consistent with the Land Use Element's mixed-use designation.

The Amendment advances the 6th Cycle Housing Element (HE) Policy 2.4 to *'promote and encourage innovation and creativity in housing development through regulations that increase transparency and flexibility in the development approval process'*. Removing the lot size requirement in the MUO D-C Zone encourages innovation in housing development.

In addition, the City committed to evaluating a range of incentive-based and regulatory approaches to facilitate the development of housing for lower-income households in HE Program 7: Incentives and Regulations. One specific objective is to *"Improve development regulations intended to incentivize affordable and mixed-income housing development through regulatory inducements such as incentive zoning paired with objective development standards, or process incentives such as technical assistance in exchange for affordable housing no later than fall 2023."* This ordinance demonstrates both an incentive-based approach to creating affordable housing and technical assistance in performing the research, analysis, and creating new, more flexible, standards for small-sized mixed-use mixed-income projects.

CEQA

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The proposed text amendment will not have a significant effect on the environment because the proposed amendments would provide for new standards consistent with State Law and do not propose any physical construction.

PUBLIC NOTICE

Notices of this hearing dated August 24, 2023, were published in the Daily Breeze Newspaper and posted at City Hall and Lomita Park.


OPTIONS:

1. Introduce the ordinance on first reading as recommended by the Planning Commission.
2. Introduce the ordinance on first reading with amendments.
3. Do not approve the first reading of the ordinance.
4. Provide staff alternative direction.

ATTACHMENTS

1. Draft Ordinance
2. Redline Ordinance

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Reviewed by:



Brianna Rindge, AICP
Community & Economic Development Director

Prepared by:



Laura MacMorran
Associate Planner

ORDINANCE NO. 856

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-07 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR MIXED-USE OVERLAY DISTRICT TO UPDATE STANDARDS; TO ALLOW MIXED-USE DEVELOPMENTS CONTAINING FOUR OR FEWER UNITS WITHIN THE DOWNTOWN COMMERCIAL (D-C) ZONE; TO DEFINE A TERM 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 mixed-use developments 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 mixed-use standards of development regulations as necessary to allow for four or fewer units on properties with less than 10,000 square feet, and to establish affordable housing incentives in the Downtown-Commercial Zone.
- C. On July 10, 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 _____.
- F. On _____ 2023 and _____ 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. Housing Element Policy 2.4 which is to promote and encourage innovation and creativity in housing development through regulations that increase transparency and flexibility in the development approval process.
- B. Housing Element Program 7 which requires the City to evaluate a range of incentive-based and regulatory approaches to facilitate the development of housing for lower-income households. One specific objective is to "Improve

development regulations intended to incentivize affordable and mixed-income housing development through regulatory inducements such as incentive zoning paired with objective development standards, or process incentives such as technical assistance in exchange for affordable housing no later than fall 2023.”

Section 3. Environmental Review

The City Council finds and determines that the adoption of this Ordinance regarding Mixed Use Overlay standards of development in the Downtown Commercial Zone is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) states that CEQA applies only to projects that have the potential for causing a significant effect on the environment. The Ordinance will not have a significant effect on the environment because only new standards consistent with the existing municipal code and State Law are provided and does not propose any physical construction.

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 11-1.15.03(C) of Title XI of the Lomita Municipal Code is amended to read as follows:

“Clear vision triangle shall mean an unoccupied triangular area located at the intersection of two vehicular passageways composed of either two streets, a street and an alley, a street and a driveway, or a driveway and a sidewalk. Two perpendicular triangle legs are measured from the corner intersection of property lines for a minimum distance of 10 feet each way along the lot line(s), or driveway based on the situation. The third leg of the triangle is a line joining the ends of the other two legs. Such triangular area shall remain clear of obstructions between three and 10 feet above grade.”

- B. Section 11-1.58.06 of Title XI of the Lomita Municipal Code is amended to read as follows:

“Sec. 11-1.58.06. Standards of development

Premises within the mixed-use overlay zone shall be subject to the development standards prescribed in this section and those standards contained in part 6, "General Standards of Development."

Projects that are not considered mixed-use are subject to the underlying zoning regulations of its applicable zone.

(A) Mixed-Use Projects with Five (5) or More Residential Units

- (1) *Minimum lot size.* The minimum lot size for mixed-use developments shall be ten thousand (10,000) square feet.
- (2) *Yards. and sightlines.*
 - (a) *Front yard.* None required.
 - (b) *Side yard.* None required, except that a building exceeding sixteen (16) feet in height on a lot or parcel in the mixed-use overlay zone which has a side lot line adjoining property in a residential zone shall have a side setback not less than ten (10) feet.
 - (c) *Rear yard.* None required, except that a building exceeding sixteen (16) feet in height on a lot or parcel in the mixed-use overlay zone which has a rear lot line adjoining property in a residential zone shall have a rear setback not less than ten (10) feet.
 - (d) *Corner lots.* To ensure adequate visibility for vehicles turning a corner, a clear vision triangle shall be created with ten (10) foot-long perpendicular legs.
- (3) *Minimum unit size.*

Studio — Five hundred (500) square feet;
One bedroom — Seven hundred (700) square feet;
Two (2) bedrooms — Nine hundred (900) square feet;
Additional bedrooms — Two hundred (200) additional square feet per bedroom.
- (4) *Building height.* No lot or parcel of land in the mixed-use overlay zone shall have a building or structure in excess of thirty-five (35) feet.
- (5) *Percentage of nonresidential uses.* Percentage of nonresidential uses for mixed-use projects shall be a minimum of thirty (30) percent. Mixed-use projects shall be consistent with the definition in Section 11-1.58.02. A deviation from this requirement may be granted subject to conditional use permit.
- (6) *Off-street parking and loading.* For new mixed-use development, the commercial component shall have off-street parking and loading pursuant to Article 66, "Off-Street Parking, Storage and Loading." The parking ratio for the residential component of mixed-use projects is as follows. Residential parking may be met by covered or open parking spaces.

Units between five hundred (500) and seven hundred (700) square feet — One space;
Units seven hundred one (701) square feet and greater — Two (2) spaces;
Guest parking — .25 spaces per unit.

- (7) *Ground floor building coverage.* For visual interest at the pedestrian level, at least fifty (50) percent of the total ground floor building frontage of any new or reconstructed building facing the public street shall have the following: windows with clear glass, recessed entries, residential stoops, or recesses for outdoor dining areas. To calculate the total ground-floor frontage, use the length of the building frontage along the pedestrian realm times the first-floor height from floor to ceiling.
 - (8) *Open space.*
 - (a) Recreation and open space shall be provided for each mixed-use project. The required minimum amount of open space for a mixed-use project is two hundred (200) square feet per unit. The minimum open space may be met through a combination of common and private open space. All required open space shall be useable.
 - (b) A minimum of twenty-five (25) percent of all open space shall be planted area including trees, shrubs and gardens. Planters and planting containers may be counted toward this requirement.
 - (c) Common open space shall require a minimum width of ten (10) feet and be a minimum of two hundred (200) square feet in area.
 - (d) Projects that propose a public open space component as part of a mixed-use project may request a waiver from the open space requirement pursuant to Article 70 (Zoning Ordinance Administration).
 - (9) *Utilities.* All new utilities shall be placed underground.
 - (10) *Satellite antennas.* Satellite antennas when fully screened from the public right-of-way may be ground or roof mounted but may not exceed the height limit of buildings or structures in this zone.
 - (11) *Walls.*
 - (a) Each lot or parcel of land in the mixed-use overlay zone which has a side or rear lot line adjoining property in a residential zone shall have a solid masonry wall, not less than six (6) feet in height, established along said side and rear lot lines except as otherwise provided in section 11-1.66.08(1) and except where such adjoining property is used in conjunction with such commercial lot.
 - (b) No wall shall be required if the building is located on a property line adjoining residential zones. However, windows shall not be located on the side of a commercial building which adjoins residential zones.
- (B) Mixed-Use Projects with Four (4) or Less Residential Units in the Downtown, Commercial (D-C) Zone

- (1) Definitions. For purposes of this subsection, the following definitions will apply:
 - (a) *Concession* shall mean a reduction in development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission.
 - (b) *Incentive* shall mean a modification to development standards, of zoning code requirements or architectural design requirements.
- (2) Development standards.
 - (a) *No minimum lot size.*
 - (b) *Yards and sightlines.*
 - (i) *Front yard.* None required.
 - (ii) *Side yard.* None required, except that a building exceeding sixteen (16) feet in height on a lot or parcel in the mixed-use overlay zone which has a side lot line adjoining property in a residential zone shall have a side setback not less than ten (10) feet.
 - (iii) *Rear yard.* None required, except that a building exceeding sixteen (16) feet in height on a lot or parcel in the mixed-use overlay zone which has a rear lot line adjoining property in a residential zone shall have a rear setback not less than ten (10) feet.
 - (iv) *Corner lots.* To ensure adequate visibility for vehicles turning a corner, a clear vision triangle shall be created with ten (10) foot-long perpendicular legs.
 - (v) *Exemption.* Existing buildings converting existing floor area or up to one-hundred fifty (150) square feet for ingress/egress shall be exempt from setback and sightline requirements.
- (3) Further development standards.
 - (a) *Maximum average unit size (no minimum size greater than CA Health & Safety Code Section 17958.1).*
 - Studio — Five hundred fifty (550) square feet;
 - One (1) bedroom— Eight hundred (800) square feet;
 - Two (2) bedrooms— One thousand (1,000) square feet;
 - Additional bedrooms — Two hundred (200) additional square feet per bedroom.
 - (b) *Building height.* No lot or parcel of land in the mixed-use overlay zone shall have a building or structure in excess of thirty-five (35)

feet. Existing buildings converting existing space shall be exempt from height requirements.

- (c) *Percentage of nonresidential uses.* Percentage of nonresidential uses shall be a minimum of thirty (30) percent. Mixed-use projects shall be consistent with the definition in Section 11-1.58.02. A deviation from this requirement may be granted subject to conditional use permit.
- (d) *Off-street parking and loading.* For new mixed-use development, the commercial component shall have off-street parking and loading pursuant to Article 66, "Off-Street Parking, Storage and Loading." The parking ratio for the residential component of mixed-use projects is as follows. Parking may be met by covered or open parking spaces, but not enclosed parking spaces.

Units between five hundred (500) and seven hundred (700) square feet — One space;

Units seven hundred one (701) square feet and greater — Two (2) spaces;

Guest parking — One (1) space total per project.

- (e) *Building ground floor*
 - (i) Fronting Narbonne Avenue or Lomita Boulevard, only nonresidential uses may be located on the ground floor, with the exception of ingress/egress for units located above the ground floor. Commercial ground floor area shall not be converted to residential ground floor area, with the exception of ingress/egress for units located above the ground floor.
 - (ii) Building coverage. For visual interest at the pedestrian level, at least fifty (50) percent of the total ground floor building frontage of any new or reconstructed building facing the public street shall have the following: windows with clear glass, recessed entries, residential stoops, or recesses for outdoor dining areas. To calculate the total ground-floor frontage, use the length of the building frontage along the pedestrian realm times the first-floor height from floor to ceiling.
- (f) *Open space.*
 - (i) Recreation and open space shall be provided for each mixed-use project. The required minimum amount of open space for a mixed-use project is two hundred (200) square feet per unit. The minimum open space may be met through a combination of common and private open space. All required open space shall be useable.

- (ii) A minimum of twenty-five (25) percent of all open space shall be planted area including trees, shrubs and gardens. Planters and planting containers may be counted toward this requirement.
 - (iii) Common open space shall require a minimum width of ten (10) feet and be a minimum of two hundred (200) square feet in area.
 - (g) *Utilities*. All new utilities shall be placed underground.
 - (h) *Satellite antennas*. Satellite antennas when fully screened from the public right-of-way may be ground or roof mounted but may not exceed the height limit of buildings or structures in this zone.
 - (i) *Walls*.
 - (i) Each lot or parcel of land in the mixed-use overlay zone which has a side or rear lot line adjoining property in a residential zone shall have a solid masonry wall, not less than six (6) feet in height, established along said side and rear lot lines except as otherwise provided in section 11-1.66.08(1) and except where such adjoining property is used in conjunction with such commercial lot.
 - (ii) No wall shall be required if the building is located on a property line adjoining residential zones. However, windows shall not be located on the side of a commercial building which adjoins *residential zones*.
- (4) *Affordable residential unit(s)*.
 - (a) This subsection applies to any proposed mixed-use project with four (4) or less residential units, when an applicant proposes to reserve a portion of the units for lower income households. In exchange for reserving affordable residential units, the applicant shall be eligible to select incentives or concessions to relieve the project of either two or three requirements listed within subsection (B)(3), as follows:
 - (i) Two (2) incentives or concessions for projects that include one (1) unit for a lower income household.
 - (ii) Three (3) incentives or concessions for projects that include at least two (2) units for lower income households, or one unit for a very low income household.
 - (b) To be eligible for the incentives or concessions, the unit(s) shall be rented at an affordable rent for lower income or very low income as defined in Health and Safety Code Section 50053(b), and shall only be rented to either lower income households, as defined in California Health and Safety Code Section 50105, or very low income households, as defined in Health and Safety Code Section

50079.5, for a minimum of thirty (30) years. Prior to the issuance of a building permit for any unit at the property or mixed-use project, the owner of the property shall execute and record on the property a deed restriction, in a form approved by the director and the city attorney, establishing legal restrictions consistent with this section.

- (c) The affordable unit(s) shall be comparable, both in size and quantity of bedrooms and bathrooms, to the largest market rate unit(s).
- (d) For proposed projects that meet the eligibility requirements set forth in this subsection, the director of community development shall ministerially grant the incentives or concessions as part of the site plan review process.”

Section 5. Severability

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 _____ day of _____, 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Sec. 11-1.15.13(C)

Clear vision triangle shall mean an unoccupied triangular area located at the intersection of two vehicular passageways composed of either two streets, a street and an alley, a street and a driveway, or a driveway and a sidewalk. Two perpendicular triangle legs are measured from the corner intersection of property lines for a minimum distance of 10 feet each way along the lot line(s), or driveway based on the situation. The third leg of the triangle is a line joining the ends of the other two legs. Such triangular area shall remain clear of obstructions between three and 10 feet above grade.

Sec. 11-1.58.06. Standards of development

Premises within the mixed-use overlay zone shall be subject to the development standards prescribed in this section and those standards contained in part 6, "General Standards of Development".

Projects that are not considered mixed-use are subject to the underlying zoning regulations of its applicable zone.

(A) Mixed-Use Projects with Five (5) or More Residential Units

- (a1) *Minimum lot size.* ~~1.~~ The minimum lot size for mixed-use developments shall be ten thousand (10,000) square feet.
- (b2) *Yards- and sightlines.*
 - ~~1.~~(a) *Front yard.* None required.
 - ~~2.~~(b) *Side yard.* None required, except that a building exceeding sixteen (16) feet in height on a lot or parcel in the mixed-use overlay zone which has a side lot line adjoining property in a residential zone shall have a side setback not less than ten (10) feet.
 - ~~3.~~(c) *Rear yard.* None required, except that a building exceeding sixteen (16) feet in height on a lot or parcel in the mixed-use overlay zone which has a rear lot line adjoining property in a residential zone shall have a rear setback not less than ten (10) feet.
 - ~~4.~~(d) *Corner lots.* ~~On corner lots, setbacks, building and wall heights shall be reviewed on a case-by-case basis~~ To ensure adequate visibility for vehicles ~~entering and existing~~ ~~[exiting] the site turning a corner,~~ a clear vision triangle shall be created with ten (10) foot-long perpendicular legs.
- (e3) *Minimum unit size.*
 - Studio — Five hundred (500) square feet;
 - One bedroom — Seven hundred (700) square feet;
 - Two (2) bedrooms — Nine hundred (900) square feet;
 - Additional bedrooms — Two hundred (200) additional square feet per bedroom.

- (~~d~~4) *Building height.* No lot or parcel of land in the mixed-use overlay zone shall have a building or structure in excess of thirty-five (35) feet. ~~Height limits in excess of these limits may be considered by the Planning Commission subject to a conditional use permit.~~
- (~~e~~5) *Percentage of nonresidential uses.* Percentage of nonresidential uses for mixed-use projects shall be a minimum of thirty (30) percent. Mixed-use projects shall be consistent with the definition in Section 11-1.58.02. A deviation from this requirement may be granted subject to conditional use permit.
- (~~f~~6) *Off-street parking and loading.* For new mixed-use development, the commercial component shall have off-street parking and loading pursuant to Article 66, "Off-Street Parking, Storage and Loading." The parking ratio for the residential component of mixed-use projects is as follows. ~~Residential parking may be met by covered or open parking spaces.~~
- Units between five hundred (500) and seven hundred (700) square feet — One space;
- Units seven hundred one (701) square feet and greater — Two (2) spaces;
- Guest parking — .25 spaces per unit.
- ~~Residential parking may be met by covered or open parking spaces. Shared parking is encouraged with new mixed-use projects and shall be allowed pursuant to the approval of a minor conditional use permit.~~
- (~~g~~7) *Ground floor building coverage.* For visual interest at the pedestrian level, at least fifty (50) percent of the total ground floor building frontage of any new or reconstructed building facing the public street shall have the following: windows with clear glass, recessed entries, residential stoops, or recesses for outdoor dining areas. To calculate the total ground-floor frontage, use the length of the building frontage along the pedestrian realm times the first floor height from floor to ceiling.
- (~~h~~8) *Open space.*
- ~~1-~~(~~a~~) Recreation and open space shall be provided for each mixed-use project. The required minimum amount of open space for a mixed-use project is two hundred (200) square feet per unit. The minimum open space may be met through a combination of common and private open space. All required open space shall be useable.
- ~~2-~~(~~b~~) A minimum of twenty-five (25) percent of all open space shall be planted area including trees, shrubs and gardens. Planters and planting containers may be counted toward this requirement.
- ~~3-~~(~~c~~) Common open space shall require a minimum width of ten (10) feet and be a minimum of two hundred (200) square feet in area.
- ~~4-~~(~~d~~) Projects that propose a public open space component as part of a mixed-use project may request a waiver from the open space

requirement pursuant to Article 70 (Zoning Ordinance Administration).

- (i9) *Utilities.* All new utilities shall be placed underground.
- (j10) ~~{~~*Satellite antennas.*~~}~~ Satellite antennas when fully screened from the public right-of-way may be ground or roof mounted but may not exceed the height limit of buildings or structures in this zone.
- (k11) *Walls.*
 - (a) Each lot or parcel of land in the mixed-use overlay zone which has a side or rear lot line adjoining property in a residential zone shall have a solid masonry wall, not less than six (6) feet in height, established along said side and rear lot lines except as otherwise provided in section 11-1.66.08(1) and except where such adjoining property is used in conjunction with such commercial lot.
 - (b) No wall shall be required if the building is located on a property line adjoining residential zones. However, windows shall not be located on the side of a commercial building which adjoins residential zones.

~~(l) *Deviations from standards.* Deviations from mixed-use development standards may be considered through the conditional use permit process.~~

(B) Mixed-Use Projects with Four (4) or Less Residential Units in the Downtown, Commercial (D-C) Zone

(1) *Definitions.* For purposes of this subsection, the following definitions will apply:

- (a) *Concession* shall mean a reduction in development standards or a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission.
- (b) *Incentive* shall mean a modification to development standards, of zoning code requirements or architectural design requirements.

(2) *Development standards.*

(a) *No minimum lot size.*

(b) *Yards and sightlines.*

(i) *Front yard.* None required.

(ii) *Side yard.* None required, except that a building exceeding sixteen (16) feet in height on a lot or parcel in the mixed-use overlay zone which has a side lot line adjoining property in a residential zone shall have a side setback not less than ten (10) feet.

(iii) *Rear yard.* None required, except that a building exceeding sixteen (16) feet in height on a lot or parcel in the mixed-use overlay zone which has a rear lot line adjoining property in a residential zone shall have a rear setback not less than ten (10) feet.

(iv) Corner lots. To ensure adequate visibility for vehicles turning a corner, a clear vision triangle shall be created with ten (10) foot-long perpendicular legs.

(v) Existing buildings converting existing floor area or up to one-hundred fifty (150) square feet for ingress/egress shall be exempt from setback and sightline requirements.

(3) Further development standards.

(a) Maximum average unit size (no minimum size).

Studio — Five hundred fifty (550) square feet;

One (1) bedroom— Eight hundred (800) square feet;

Two (2) bedrooms— One thousand (1,000) square feet;

Additional bedrooms — Two hundred (200) additional square feet per bedroom.

(b) Building height. No lot or parcel of land in the mixed-use overlay zone shall have a building or structure in excess of thirty-five (35) feet. Existing buildings converting existing space shall be exempt from height requirements.

(c) Percentage of nonresidential uses. Percentage of nonresidential uses shall be a minimum of thirty (30) percent. Mixed-use projects shall be consistent with the definition in Section 11-1.58.02. A deviation from this requirement may be granted subject to conditional use permit.

(d) Off-street parking and loading. For new mixed-use development, the commercial component shall have off-street parking and loading pursuant to Article 66, "Off-Street Parking, Storage and Loading." The parking ratio for the residential component of mixed-use projects is as follows. Parking may be met by covered or open parking spaces, but not enclosed parking spaces.

Units between five hundred (500) and seven hundred (700) square feet — One space;

Units seven hundred one (701) square feet and greater — Two (2) spaces;

Guest parking — One (1) space total per project.

(e) Building ground floor.

(i) Fronting Narbonne Avenue or Lomita Boulevard, only nonresidential uses may be located on the ground floor, with the exception of ingress/egress for units located above the ground floor. Commercial ground floor area shall not be converted to residential ground floor area, with the exception of ingress/egress for units located above the ground floor.

(ii) Building coverage. For visual interest at the pedestrian level, at least fifty (50) percent of the total ground floor building frontage of any new or

reconstructed building facing the public street shall have the following: windows with clear glass, recessed entries, residential stoops, or recesses for outdoor dining areas. To calculate the total ground-floor frontage, use the length of the building frontage along the pedestrian realm times the first-floor height from floor to ceiling.

(f) Open space.

(i) Recreation and open space shall be provided for each mixed-use project. The required minimum amount of open space for a mixed-use project is two hundred (200) square feet per unit. The minimum open space may be met through a combination of common and private open space. All required open space shall be useable.

(ii) A minimum of twenty-five (25) percent of all open space shall be planted area including trees, shrubs and gardens. Planters and planting containers may be counted toward this requirement.

(iii) Common open space shall require a minimum width of ten (10) feet and be a minimum of two hundred (200) square feet in area.

(g) Utilities. All new utilities shall be placed underground.

(h) Satellite antennas. Satellite antennas when fully screened from the public right-of-way may be ground or roof mounted but may not exceed the height limit of buildings or structures in this zone.

(i) Walls.

(i) Each lot or parcel of land in the mixed-use overlay zone which has a side or rear lot line adjoining property in a residential zone shall have a solid masonry wall, not less than six (6) feet in height, established along said side and rear lot lines except as otherwise provided in section 11-1.66.08(1) and except where such adjoining property is used in conjunction with such commercial lot.

(ii) No wall shall be required if the building is located on a property line adjoining residential zones. However, windows shall not be located on the side of a commercial building which adjoins residential zones.

(4) Affordable residential unit(s).

(a) This subsection applies to any proposed mixed-use project with four (4) or less residential units, when an applicant proposes to reserve a portion of the units for lower income households. In exchange for reserving affordable residential units, the applicant shall be eligible to select incentives or concessions to relieve the project of either two or three requirements listed within subsection (B)(3), as follows:

(i) Two (2) incentives or concessions for projects that include one (1) unit for a lower income household.

- (ii) Three (3) incentives or concessions for projects that include at least two (2) units for lower income households, or one unit for a very low income household.
- (b) The unit(s) shall be rented at an affordable rent for lower income or very low income as defined in Health and Safety Code Section 50053(b), and shall only be rented to either lower income households, as defined in California Health and Safety Code Section 50105, or very low income households, as defined in Health and Safety Code Section 50079.5, for a minimum of thirty (30) years. Prior to the issuance of a building permit for any unit at the property or mixed-use project, the owner of the property shall execute and record on the property a deed restriction, in a form approved by the director and the city attorney, establishing legal restrictions consistent with this section.
- (c) To be eligible for the incentives or concessions, the affordable unit(s) shall be comparable, both in size and quantity of bedrooms and bathrooms, to the largest market rate unit(s).
- (d) For proposed projects that meet the eligibility requirements set forth in this subsection, the director of community development shall ministerially grant the incentives or concessions as part of the site plan review process.



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH 9b**

FROM: Ryan Smoot, City Manager

PREPARED BY: Lina Hernandez, Senior Management Analyst

MEETING DATE: September 5, 2023

SUBJECT: Discussion and Consideration of an Ordinance Amending Lomita Municipal Code Title V (Sanitation and Health), Chapter 3 (Integrated Waste Management), Section 5-3.20(e), Permitting the Collection of Delinquent Solid Waste Rates on the Property Tax Rolls

RECOMMENDATION

After conducting a public hearing, and after the City Attorney reads the title, that the City Council introduces on first reading an ordinance amending Title V (Sanitation and Health), Chapter 3 (Integrated Waste Management), Section 5-3.20(e) of the Lomita Municipal Code, permitting the collection of delinquent solid waste rates on the property tax rolls, and make a determination that the project is categorically exempt from the California Environmental Quality Act (CEQA).

BACKGROUND/ANALYSIS

Included with the September 5, 2023, City Council agenda is an item for the City Council's consideration to amend the solid waste agreement with Arakelian Enterprises, Inc. (DBA Athens Services). As part of the negotiations with Athens Services, it was proposed to establish by separate ordinance (attached to this staff report) a process to assess non-payment on tax rolls.

Currently the Lomita Municipal Code states that "if solid waste, recycling, and organic waste services fees and charges (and any applicable interest or penalties) are not paid within thirty (30) days of the date payment was due, solid waste, recyclables, and organic waste service may be discontinued and collection of the unpaid amount may be undertaken by any lawful means available to the city or to a solid waste enterprise providing solid waste, recyclable, and organic waste service shall refund any advance collection fees."

The attached proposed ordinance extends the time period of non-payment from 30 days to 60 days and stipulates that delinquent accounts may be placed on the property tax rolls for collection as set forth in Government Code section 38790.1 or other applicable law, as is common with many jurisdictions. In addition, Athens Services will be permitted to take action as is legally available to collect past due amounts from single-family or multi-family customers with cart collection service, including removing recycling carts and organic waste carts, and reducing the customer to the smallest size refuse cart. Athens may only discontinue service if doing so does not pose a health hazard and if Athens notifies the city at least five days in advance when a container will be removed, and the city will have the ability to disapprove discontinuance of service if, in the sole discretion of city, such discontinuance may pose a health hazard.

In summary, adoption of the ordinance would allow the city to request that the Los Angeles County Tax Assessor place delinquent 60-day past due amounts on property tax rolls for collection along with the property taxes.

OPTIONS

- 1) Approve the first reading of the ordinance.
- 2) Do not approve the first reading of the ordinance.
- 3) Provide staff alternate direction.

FISCAL IMPACT

None. The City of Lomita would place delinquent past due amounts on the property tax rolls on a periodic basis. Any amounts received would be remitted to Athens Services after subtracting the city's reasonable administrative costs.

ATTACHMENT

- 1) Draft Ordinance
- 2) Public Hearing Notice

Reviewed by:



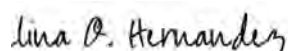
Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Lina Hernandez
Senior Management Analyst

ORDINANCE NO. 857

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE V (SANITATION AND HEALTH), CHAPTER 3 (INTEGRATED WASTE MANAGEMENT), SECTION 5-3.20(e), PERMITTING THE COLLECTION OF DELINQUENT SOLID WASTE RATES ON THE PROPERTY TAX ROLLS, AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

THE CITY COUNCIL OF THE CITY OF LOMITA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Environmental Review. Pursuant to Section 15061(b)(3) of the California Code of Regulations, this project is exempt from California Environmental Quality Act (CEQA) regulations. In accordance with Section 15061(b)(3) of the CEQA Guidelines, adoption of this ordinance is exempt in that it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment.

Section 2. Subsection (e) of Section 5-3.20 of the Lomita Municipal Code is hereby amended to read as follows:

Sec. 5-3.20. - Fees, franchises permits and licenses.

(e) Liability for fees.

(1) Each person required by this chapter to arrange for solid waste, recyclables, and organic waste collection shall be liable for the fees and charges for such collection.

(2) To protect public health, safety and well-being and to control the spread of vectors, the person responsible for day-to-day operation of each premises in the city shall make arrangements for collection, recycling and disposal of solid wastes, recyclables, and organic waste generated or accumulated on those premises in accordance with the requirements of this chapter. The fees and charges (plus any interest or penalties) shall be due and payable on the date stated on the bill. The person(s) responsible for day-to-day operation of each premises in the city at which solid waste, recyclables, and organic waste subject to this chapter is generated or accumulated shall be liable for the payment of all charges (plus any interest or penalties) for solid waste, recyclables, and organic waste services, including any recycling charges.

(3) If solid waste, recycling, and organic waste service fees and charges (and any applicable interest or penalties) are not paid within sixty (60) days of the date payment was due, the delinquencies may be placed on the property tax rolls for collection as set forth in Government Code section 38790.1 or other

applicable law. Such authority shall be in addition to other available collection remedies provided by law.

(4) Upon receipt of written notice from the person responsible for day-to-day operation of a premises in the city to discontinue solid waste, recyclables, and organic waste collection services because the person in charge of day-to-day operations has obtained a self-haul permit in accordance with section 5-3.60 of this chapter, or because the premises are vacant, the solid waste enterprise providing solid waste, recyclable, and organic waste service shall refund any advance collection fees.

Section 3. Effective Date. This ordinance shall take effect thirty (30) days after the date of its passage and adoption; and within fifteen (15) days after its passage and adoption, 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 ____ day of _____, 2023.

ATTEST:

Barry M. Waite
Mayor

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

**City of Lomita
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Lomita City Council will hold a public hearing at 6:00 p.m. on Tuesday, September 5, 2023, to consider the following:

AN AMENDMENT TO LOMITA MUNICIPAL CODE TITLE V (SANITATION AND HEALTH), CHAPTER 3 (INTEGRATED WASTE MANAGEMENT), SECTION 5-3.20(e), PERMITTING THE COLLECTION OF DELINQUENT SOLID WASTE RATES ON THE PROPERTY TAX ROLLS, AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The public hearing will take place in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, CA 90717. At the public hearing you may appear and be heard, or you may write to the City Council in support of or in opposition to these matters.

For more information, please contact the City Manager's Office between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday and 8:00 a.m. to 5:00 p.m. on alternating Fridays at (310) 325-7110, ext. 107 or via email at j.ibarra@lomitacity.com.

Linda Abbott, Deputy City Clerk
Dated: August 25, 2023