

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



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

Next Resolution No. 2024-03
Next Ordinance No. 860

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, MARCH 5, 2024
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 MAY ALSO CHOOSE TO ALLOW PUBLIC PARTICIPATION DURING THE MEETING VIA A COMPUTER OR SMART DEVICE USING THE FOLLOWING ZOOM LINK:

<https://us02web.zoom.us/j/81778767378>

Telephone Option: (669) 900-6833 Meeting ID: 817 7876 7378

THE COUNCIL MAY SUSPEND PUBLIC PARTICIPATION VIA ZOOM AT ANY TIME, AND THE MEETING WILL NOT BE CANCELLED NOR SUSPENDED IF TECHNICAL ISSUES PRECLUDE OR IMPACT THE ABILITY TO ACCEPT PUBLIC COMMENT OVER ZOOM. SHOULD YOU WISH TO ENSURE YOU CAN PARTICIPATE IN THIS MEETING, OR COMMENT ON AN ITEM ON THE AGENDA, YOU MUST SHOW UP IN PERSON AT THE MEETING.

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

2. APPROVAL OF AGENDA

3. PRESENTATIONS

- **CERTIFICATE OF RECOGNITION PRESENTED TO RETIRING LOMITA SHERIFF’S CAPTAIN JAMES C. POWERS**

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-g 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 Meetings of February 6, 2024, and February 20, 2024

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Appian Way Pump Station Roof Replacement Project

RECOMMENDED ACTION: Authorize staff to release the bid package for the Appian Way Pump Station Roof Replacement Project, and find the project categorically exempt from CEQA.

- e. Installation of Speed Limit Signs and Painting of Speed Legends on Lucille Avenue

RECOMMENDED ACTION: 1) Install a "SPEED LIMIT 25" sign (R2-1 (25)) on west side of Lucille Avenue approximately sixty (60) feet south of the south curb line of Pacific Coast Highway; 2) Install a "SPEED LIMIT 25" sign (R2-1 (25)) on east side of Lucille Avenue approximately fifty (50) feet north from the southern terminus of Lucille Avenue; 3) Paint a "25" Speed Legend on west side of Lucille Avenue approximately sixty (60) feet south of the south curb line of Pacific Coast Highway; and 4) Paint a "25" Speed Legend on east side of Lucille Avenue approximately fifty (50) feet north of the southern terminus of Lucille Avenue.

- f. Professional Services Agreement for SCADA Upgrade

RECOMMENDED ACTION: Approve a Professional Services Agreement with AES Global, Inc. for the upgrade of the existing Water Division Supervisory Control and Data Acquisition system; and authorize the Interim City Manager to execute the agreement.

- g. Modification of Parking Time Limitation on Narbonne Avenue

RECOMMENDED ACTION: To modify the parking time limit from one (1) hour to two (2) hours at 25507 Narbonne Avenue

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION NO. 2024-03 AUTHORIZING A FORGIVABLE LOAN IN THE AMOUNT OF \$35,000 THROUGH THE CITY'S JOB CREATION AND BUSINESS INCENTIVE PROGRAM TO THE HIVE VINTAGE COLLECTIVE**

Presented by Juan Ibarra, Administrative Analyst

RECOMMENDED ACTION: Adopt Resolution No. 2024-03 and authorize the Interim City Manager to sign the applicable program agreements on behalf of the City.

RESOLUTION 2024-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE JOB CREATION AND BUSINESS INCENTIVE PROGRAM REQUEST FOR CESILIA BRACAMONTES FOR THE BUSINESS THE HIVE VINTAGE COLLECTIVE LOCATED AT 24603 NARBONNE AVENUE, LOMITA, FOR THE AMOUNT OF \$35,000 SUBJECT TO TERMS AND CONDITIONS

- b. **DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MAN ONE ART AND MURALCOLORS FOR THE CREATION OF A MURAL UPON THE SOFTBALL SHED AT LOMITA PARK**

Presented by Brianna Rindge, Community & Economic Development Director

RECOMMENDED ACTION: Authorize the Interim City Manager to execute contracts with Man One Art and MuralColors for the creation of a mural upon the softball shed at Lomita Park.

- c. **DISCUSSION AND CONSIDERATION OF LEGISLATIVE PROJECT PRIORITIES**

Presented by Lina Hernandez, Senior Management Analyst, and Carla Dillon, P.E., Public Works Director

RECOMMENDED ACTION: Review projects and provide direction on prioritization.

- d. **DISCUSSION AND CONSIDERATION OF A LOS ANGELES COUNTY SHERIFF DEPARTMENT (LASD) PROPOSAL FOR 2024 ILLEGAL FIREWORKS SUPPRESSION ENFORCEMENT**

Presented by Lina Hernandez, Senior Management Analyst

RECOMMENDED ACTION: Approve the Los Angeles County Sheriff's Department's (LASD) Proposal for 2024 Fireworks Suppression Enforcement.

9. PUBLIC HEARINGS

None scheduled.

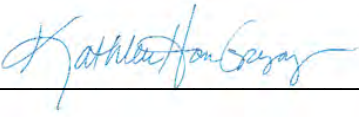
10. ADJOURNMENT

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

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

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

Date Posted: February 29, 2024



Kathleen Horn Gregory, MMC, City Clerk

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 6, 2024**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Uphoff at 6:00 p.m. on Tuesday, February 6, 2024, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Council Member Waite led the flag salute.

c. Invocation

Council Member Waite gave the invocation.

d. Roll Call

PRESENT: Council Members: Gazeley (*teleconferenced from 25225 Doria Avenue, Lomita CA, 90717*), Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

ABSENT: None

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

2. APPROVAL OF AGENDA

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

MOTION CARRIED by the following roll call vote:

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

NOES: None

ABSENT: None

3. PRESENTATIONS

Council Member Segawa presented former Lomita STEAM Magnet School crossing guard Teresa Millage a certificate of recognition.

4. ORAL COMMUNICATIONS

Mayor Uphoff announced the time for oral communications.

Angel Gonzalez, Lomita resident, spoke regarding a recent fire at his parents' home. They cannot rebuild because the area has is zoned commercial. He asked to be allowed to rebuild the home on the property, and noted that the insurance company is allowing just seven more months to rebuild. Interim City Manager Hoefgen stated that staff will set up a meeting to discuss options with Mr. Gonzalez.

Lydia Gutierrez introduced herself as a candidate for LAUSD School Board, and shared her background and experience.

Heidi Butzine, President/CEO of the Lomita Chamber of Commerce, spoke of the Annual Chamber Installation and Awards taking place on Thursday, February 8, 2024.

There being no further requests from the public to speak, Mayor Uphoff closed oral communications.

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

Council Member Segawa reported on the following:

- Recent Navy Baseball Fields Ad Hoc Committee Meeting

Council Member Waite reported on the following:

- January 25 – South Bay Cities Council of Governments Meeting; he suggested that Council discuss at a future meeting taking a position on the Green Line Metro extension to Torrance Transit Center.
- January 30 – Metropolitan Water District tour of the pipeline repair project along Western Avenue
- Suggested future Council discussion relative to non-conforming residential uses in commercial areas; it was the consensus of the Council to bring discussion back at a future meeting.

Community & Economic Development Director Rindge stated that a comprehensive zoning code update is one aspect of the General Plan update, and it will be discussed by the General Plan Advisory Committee (GPAC) soon.

Council Member Gazeley reported on the following:

- Recent Southern California Association of Governments (SCAG) Meeting

Mayor Pro Tem Waronek reported on the following:

- Recent SCAG Policy Committee Meeting
- February 7 – California Contract Cities Association Meeting

Mayor Uphoff reported on the following:

- January 17 – County Sanitation District Meeting
- January 18 – Cal Cities Community Services Policy Committee Meeting
- January 31 – State Briefing on Recent and Upcoming Storms

6. CITY MANAGER'S REPORT (information only)

Interim City Manager Hoefgen thanked Public Works staff for their work during the recent storms.

7. CONSENT AGENDA

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

Mayor Uphoff requested to pull Item 7d for separate consideration.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Waronek to approve the consent agenda items 7a-c and 7e-f, with the exception of item 7d.

MOTION CARRIED by the following roll call vote:

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

- 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 December 5, 2023, December 19, 2023, and January 16, 2024

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- e. Municipal National Pollutant Discharge Elimination System (NPDES) On-Call Consultant

RECOMMENDED ACTION: 1) Approve a Professional Services Agreement with John L. Hunter and Associates Inc. (JLHA) for Municipal National Pollutant Discharge Elimination System (NPDES) On-Call Consultant for an amount of \$65,000 per year for

up to three years with a 10% contingency of \$6,500 per year for up to three years with the option for two one-year extensions; 2) Appropriate \$35,000 to 100-605-5340 for the current fiscal year; and 3) Authorize the Interim City Manager to execute the Agreement.

f. ARPA Façade Improvement Program Application for Ageless Geeks

RECOMMENDED ACTION: 1) Approve one (1) application under the City's ARPA Business Assistance Programs; 2) Authorize the Interim City Manager to make minor amendments as may be necessary with approval of the City Attorney; and 3) Authorize the Interim City Manager to execute agreements with approved applicants for funding.

ITEM PULLED FOR SEPARATE CONSIDERATION:

d. Approval of the 2024 Legislative Platform

RECOMMENDED ACTION: Adopt Resolution 2024-01 approving the 2024 Legislative Platform.

Senior Management Analyst Hernandez described the purpose of the legislative platform, which allows staff to run time-sensitive issues by the legislative committee and communicate the City's position quickly; any legislation not covered by the platform will go to Council for discussion. She outlined specific items updated in this platform such as supporting legislation aimed toward combatting the fentanyl crisis and legislative acts that mitigate rising insurance costs.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Waronek, to approve the consent agenda Item 7d.

MOTION CARRIED by the following roll call vote:

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

RESOLUTION NO. 2024-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE LEGISLATIVE PLATFORM

8. SCHEDULED ITEMS

a. DISCUSSION AND UPDATE OF MAYOR'S CUP AND GOLF CLASSIC 2024

RECOMMENDED ACTION: The Special Events Ad Hoc Committee consisting of Mayor Pro Tem Waronek and Councilmember Segawa recommend proceeding with the Mayor's Cup and Golf Classic Tournament for 2024.

Recreation Manager Kelley presented the staff report per the agenda material. Event expenditures have risen in recent years while revenues have dropped. A \$20,000 budget is requested for the golf tournament this year.

Brief Council discussion was held relative to reasons for the decrease in revenue, whether sponsorships could compensate for the shortfall, ensuring a well-done event, the benefit of a full recreation staff, and newly designed sponsorship packages.

As there were no requests from the public to speak on this item, Mayor Uphoff invited further discussion or a motion.

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

MOTION CARRIED by the following roll call vote:

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

b. DISCUSSION RELATED TO CAMPING REGULATIONS IN LOMITA

RECOMMENDED ACTION: Receive and file the report and direct staff to follow up if there is a change in the legal framework related to camping ordinances.

Interim City Manager Hoefgen presented the staff report per the agenda material. He stated that it was common for cities to have enacted laws prohibiting camping on public property in the past and for law enforcement to enforce them. In 2018 a ruling determined that cities cannot enforce anti-camping laws if they do not have adequate shelter beds as an alternative. In January of 2024 the Supreme Court agreed to review the ruling which will hopefully provide some clarity. A homeless individual was removed from private property in the City recently with proper written notice and with the assistance of Lomita Station deputies.

City Attorney Rusin noted that it is not necessary to enact an ordinance when private property is involved, but written notice is required.

City Attorney Rusin believes the hill cities' ordinances must be pre-existing, as shelter beds are required now for removal of homeless persons from public property. He suggested possibly a "time, place and manner" ordinance instead of a City-wide ban on camping which would likely pose a constitutional conflict that would be challenged.

Interim City Manager Hoefgen stated that bringing a "time, place, and manner" no camping ordinance could also have unintended consequences that must be considered.

As there were no requests from the public to speak on this item, Mayor Uphoff invited further discussion or a motion.

Mayor Pro Tem Waronek made a motion, seconded by Council Member Waite, to receive and file the report.

MOTION CARRIED by the following roll call vote:

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

c. DISCUSSION TO ESTABLISH A DATE AND TIME FOR THE MID-YEAR BUDGET REVIEW

RECOMMENDED ACTION: Set the date for Mid-Year Budget Review for Wednesday, March 6, 2024, at 4:00 p.m.

Administrative Services Director Kamada stated that the recommendation has changed to either Thursday, March 7, 2024, at 4:00 p.m., or Tuesday, March 12, 2024, at 4:00 p.m.

After brief discussion, the date and time for the Mid-year Budget Review was established as Thursday, March 7, 2024, at 4:00 p.m.

As there were no requests from the public to speak on this item and no further discussion, Mayor Uphoff invited a motion.

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

MOTION CARRIED by the following roll call vote:

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

9. PUBLIC HEARINGS

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

RECOMMENDED ACTION: Adopt Resolution 2024-02 implementing the fee schedule effective April 6, 2024.

Assistant City Manager Sugano stated that amendments include a new fee for graffiti removal on private property and a reduction to the site plan review fee for murals on private property to \$400. There is no increase on youth sports fees. If approved, the changes would take effect April 6, 2024.

Mayor Uphoff opened the public hearing at 6:59 p.m. As no members of the public requested to speak on this item, he closed the public hearing at 6:59 p.m. and invited further discussion or a motion.

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

MOTION CARRIED by the following roll call vote:

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

NOES: None

ABSENT: None

**RESOLUTION NO. 2024-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LOMITA, CALIFORNIA, ESTABLISHING AND ADOPTING CERTAIN FEES,
RATES AND CHARGES FOR VARIOUS CITY SERVICES**

Council Member Waite spoke of concerns with the technology surcharges and suggested that the Council look into them next year.

10. ADJOURNMENT

There being no further business to discuss, Mayor Pro Tem Waronek adjourned the meeting at 7:01 p.m., in memory of Tom Hart, husband of Housing Authority Commissioner Rosemary Hart.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 20, 2024**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Uphoff at 6:00 p.m. on Tuesday, February 20, 2024, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Council Member Segawa led the salute to the flag.

c. Invocation

Mayor Pro Tem Waronek gave the invocation.

d. Roll Call

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

ABSENT: Council Member Gazeley

STAFF PRESENT: Interim City Manager Hoefgen, City Attorney Rusin, Assistant City Manager Sugano, Public Works Director Dillon, Administrative Services Director Kamada, Senior Management Analyst Hernandez, Administrative Analyst Ibarra (via Zoom), and City Clerk Gregory

2. APPROVAL OF AGENDA

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

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: Council Member Gazeley

3. PRESENTATIONS

There were no presentations scheduled for this meeting.

4. ORAL COMMUNICATIONS

Mayor Uphoff announced the time for oral communications.

George Kivett, Lomita resident, urged CERT program training cycle acceleration due to the increase in earthquakes as well as more participation in the program. He also urged participation in the "Bolt in Place" grant program for those with raised foundations, and for residents to get their water heaters strapped. He also spoke of Lemonade Day and its positive effects in the community.

There being no further requests from the public to speak, Mayor Uphoff closed oral communications.

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

Council Member Segawa reported on the following:

- February 8 – Lomita Chamber of Commerce Annual Installation and Awards
- February 9 – Founders Day/60th Anniversary Committee Meeting
- Recent Navy Baseball Fields Ad Hoc Committee Meeting

Council Member Waite reported on the following:

- February 8 – Lomita Chamber of Commerce Annual Installation and Awards
- February 12 – South Bay Cities Council of Governments (SBCCOG) Steering Committee Meeting

Mayor Pro Tem Waronek reported on the following:

- February 8 – Lomita Chamber of Commerce Annual Installation and Awards
- Recent Meeting with Local Businesspeople Regarding Possible Establishment of a Lomita Sheriff's Station Foundation
- February 9 – Founders Day/60th Anniversary Committee Meeting
- Recent Navy Baseball Fields Ad Hoc Committee Meeting
- February 21 – Torrance Area Chamber of Commerce State of the Region
- February 21 – California Contract Cities Association Board Meeting

Mayor Uphoff reported on the following:

- February 8 – Lomita Chamber of Commerce Annual Installation and Awards
- February 12 – SBCCOG Transportation Committee Meeting
- Additionally, he noted several items for discussion by the Council on future City Council agendas. .

6. CITY MANAGER'S REPORT (information only)

Interim City Manager Hoefgen had nothing to report.

7. CONSENT AGENDA

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

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

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: Council Member Gazeley

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Special City Council Meeting of February 6, 2024

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. January 2024 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

8. SCHEDULED ITEMS

None scheduled.

9. PUBLIC HEARINGS

None scheduled.

10. ADJOURNMENT

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

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: March 5, 2024
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER


March 5, 2024 TOTAL WARRANTS ISSUED: \$623,099.85

Wires Transfers:	11052-11056
Prepay:	532182-532183
Check Numbers:	532184-532255

Total Pages of Register: 12

February 23, 2024 TOTAL PAYROLL ISSUED: \$132,514.58

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 12 inclusive of the check register are accurate and funds are available for payment thereof:



Susan Kamada
Administrative Services Director



Lomita, CA

Warrant Register By Vendor Name

Payment Dates 2/21/2024 - 3/5/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7228 - #1 All Safe & Secure					
532184	03/05/2024	#1 All Safe & Secure	01-2024	Pre-Employee Live Scan	40.00
				Vendor 7228 - #1 All Safe & Secure Total:	40.00
Vendor: 12798 - 4LEAF, Inc.					
532185	03/05/2024	4LEAF, Inc.	J4121M	Augmented Code Enforcement..	10,687.50
				Vendor 12798 - 4LEAF, Inc. Total:	10,687.50
Vendor: 7353 - ACE Whatever It Takes					
532186	03/05/2024	ACE Whatever It Takes	6259	Master Lock 2" H X 1-7/32"	25.35
532186	03/05/2024	ACE Whatever It Takes	6259	Misc. Fasteners	1.04
532186	03/05/2024	ACE Whatever It Takes	6259	Misc. Fasteners	0.99
532186	03/05/2024	ACE Whatever It Takes	6259	Misc. Fasteners	0.88
532186	03/05/2024	ACE Whatever It Takes	6267	Misc. Fasteners	1.32
532186	03/05/2024	ACE Whatever It Takes	6267	Misc. Fasteners	1.10
532186	03/05/2024	ACE Whatever It Takes	6267	Misc. Fasteners	0.77
532186	03/05/2024	ACE Whatever It Takes	6267	Misc. Fasteners	1.46
532186	03/05/2024	ACE Whatever It Takes	6268	Open-Lok Carbide Multi-Tool	83.76
532186	03/05/2024	ACE Whatever It Takes	6268	Picture Hanging Strips 12 lb 4-...	18.49
532186	03/05/2024	ACE Whatever It Takes	6268	Blade Dispenser with Blades 2...	15.42
532186	03/05/2024	ACE Whatever It Takes	6268	Picture Hanging Strips 4 lb 24-...	12.11
532186	03/05/2024	ACE Whatever It Takes	6268	Plastic Wire Hooks 2-1/6" L 7-...	39.66
532186	03/05/2024	ACE Whatever It Takes	6268	Glass Cleaner 32 oz Liquid	5.50
				Vendor 7353 - ACE Whatever It Takes Total:	207.85
Vendor: 0180 - Administrative Services Co-op, Inc.					
532187	03/05/2024	Administrative Services Co-op,...	240120	DAR January 24	8,601.32
				Vendor 0180 - Administrative Services Co-op, Inc. Total:	8,601.32
Vendor: 12755 - Agri-Turf Distributing, LLC					
532188	03/05/2024	Agri-Turf Distributing, LLC	93713	Ranger Pro Herbicide 2.5 Gal 2...	577.75
				Vendor 12755 - Agri-Turf Distributing, LLC Total:	577.75
Vendor: 12982 - Alexander Demolition and Hauling					
532189	03/05/2024	Alexander Demolition and Hau..	74378	Demolition Preparation Final I...	9,225.00
				Vendor 12982 - Alexander Demolition and Hauling Total:	9,225.00
Vendor: 7445 - All City Management Services, Inc.					
532190	03/05/2024	All City Management Services, ..	90727	Crossing Guard Services	5,010.72
532190	03/05/2024	All City Management Services, ..	91103	Crossing Guard Services	5,781.60
532190	03/05/2024	All City Management Services, ..	91499	Crossing Guard Services	5,749.48
				Vendor 7445 - All City Management Services, Inc. Total:	16,541.80
Vendor: 4060 - Allianz Life Insurance Co.					
532191	03/05/2024	Allianz Life Insurance Co.	February 24	Employee Life Insurance Febr...	53.00
				Vendor 4060 - Allianz Life Insurance Co. Total:	53.00
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
532192	03/05/2024	Allied Waste Transfer Services ..	4404-000022366	Dump Fee	2,359.98
				Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:	2,359.98
Vendor: 12155 - Amazon Capital Services					
532182	02/21/2024	Amazon Capital Services	11CH-WHPW-6J1X	3" Heavy Duty Spring Snap Ho...	41.88
532182	02/21/2024	Amazon Capital Services	16QW-YNMF-D37J	HR-Office Supplies	44.09
532182	02/21/2024	Amazon Capital Services	17DQ-X3V7-6QCD	Large Christmas Bows	92.58
532182	02/21/2024	Amazon Capital Services	1C4M-R1K3-94V7	Thermal Laminating Pouches, ...	18.73
532182	02/21/2024	Amazon Capital Services	1D41-TN96-CGH3	Motorized Standing Desk Con...	308.68
532182	02/21/2024	Amazon Capital Services	1F3J-GV7J-PWWQ	HR-Office Supplies	44.09
532182	02/21/2024	Amazon Capital Services	1L9R-VKFR-6YQ1	Toner Cartridge	198.44
532182	02/21/2024	Amazon Capital Services	1R1D-GCDL-3YKR	Sterile Flexible Fabric Adhesive..	19.64

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532182	02/21/2024	Amazon Capital Services	1WDX-3JV9-DNDG	Highlighters, Chisel Tip 12-Pk	4.29
532193	03/05/2024	Amazon Capital Services	13PG-19W4-9D4C	Pickleball Equipment-Picklebal...	326.32
532193	03/05/2024	Amazon Capital Services	13PG-19W4-9D4C	Pickleball Equipment-Picklebal...	220.49
532193	03/05/2024	Amazon Capital Services	16RH-MMYG-6D7X	File Storage Box 12-Pk	28.93
532193	03/05/2024	Amazon Capital Services	16RH-MMYG-6D7X	3 X 3 Pop Up Sticky Notes	22.81
532193	03/05/2024	Amazon Capital Services	16RH-MMYG-6D7X	Black Barrel Click Pens 100-Pk	29.76
532193	03/05/2024	Amazon Capital Services	1L79-YHCT-93PH	Small American Flags 4" X 6"	22.04
532193	03/05/2024	Amazon Capital Services	1L79-YHCT-93PH	Kraft Paper Bags 75-Pcs	122.80
532193	03/05/2024	Amazon Capital Services	1LVJ-R311-7K9J	Safety Vest	58.50
532193	03/05/2024	Amazon Capital Services	1LVJ-R311-7K9J	Safety Vest	17.63
532193	03/05/2024	Amazon Capital Services	1MGW-KDH4-H4KM	HP Laser Jet 1022 Printer	171.99
532193	03/05/2024	Amazon Capital Services	1X1V-TKN7-7HPL	Wired Headphones	19.16
532193	03/05/2024	Amazon Capital Services	1YV3-3F31-3G64	Coffee Creamer 12 oz 6-Pk	15.44
532193	03/05/2024	Amazon Capital Services	1YV3-3F31-3G64	Roast Ground Coffee 30 oz	38.25
Vendor 12155 - Amazon Capital Services Total:					1,866.54

Vendor: 0285 - Amtech Elevator Services

532194	03/05/2024	Amtech Elevator Services	151401483722	CH-Elevator Maintenance Mar...	671.34
Vendor 0285 - Amtech Elevator Services Total:					671.34

Vendor: 12257 - Aramsco Inc.

532195	03/05/2024	Aramsco Inc.	S6313788.001	Broom Warehouse	25.58
532195	03/05/2024	Aramsco Inc.	S6313788.001	White Terry Cloth Towels	88.97
532195	03/05/2024	Aramsco Inc.	S6313788.001	Nitrile Gloves	460.07
532195	03/05/2024	Aramsco Inc.	S6313788.001	Black Liner B60XH 36X 58	572.32
Vendor 12257 - Aramsco Inc. Total:					1,146.94

Vendor: 0375 - Astro Auto & Electric

532196	03/05/2024	Astro Auto & Electric	17436	2006 Dodge Ram 2500-Labor	140.00
532196	03/05/2024	Astro Auto & Electric	17436	2006 Dodge Ram 2500-Light B...	13.23
Vendor 0375 - Astro Auto & Electric Total:					153.23

Vendor: 4020 - Automatic Data Processing

11052	02/21/2024	Automatic Data Processing	654196539	2023 Tax Reporting, W-2's	547.31
11052	02/21/2024	Automatic Data Processing	654196539	2023 Tax Reporting, W-2's	182.44
Vendor 4020 - Automatic Data Processing Total:					729.75

Vendor: 3334 - Autozone, Inc.

532197	03/05/2024	Autozone, Inc.	2859908328	5W-30 Motor Oil	34.55
532197	03/05/2024	Autozone, Inc.	2859908328	Truck Floor Mat	28.28
532197	03/05/2024	Autozone, Inc.	2859908426	Gasoline Can 5 Gal	23.14
532197	03/05/2024	Autozone, Inc.	2859908426	Gasoline Can 1 Gal	10.57
532197	03/05/2024	Autozone, Inc.	2859908426	Oil Filter Cap Wrench	9.28
532197	03/05/2024	Autozone, Inc.	2859908426	Multi-Purpose Funnel	6.80
532197	03/05/2024	Autozone, Inc.	2859911829	Absorber XXL Synthetic Chamo...	24.06
Vendor 3334 - Autozone, Inc. Total:					136.68

Vendor: 0415 - B.D. White Top Soil Co.

532198	03/05/2024	B.D. White Top Soil Co.	89637	Dirt Mix	38.04
532198	03/05/2024	B.D. White Top Soil Co.	89993	Brown Bark	165.38
532198	03/05/2024	B.D. White Top Soil Co.	89993	Dirt Mix	40.79
Vendor 0415 - B.D. White Top Soil Co. Total:					244.21

Vendor: 12252 - Barry Waite

532199	03/05/2024	Barry Waite	022624	Reimbursement for CC 2024 A...	875.00
Vendor 12252 - Barry Waite Total:					875.00

Vendor: 7477 - Best Best & Krieger, LLP

532200	03/05/2024	Best Best & Krieger, LLP	985560 Revised	Legal Services December 23	4,539.08
532200	03/05/2024	Best Best & Krieger, LLP	985560 Revised	Legal Services December 23	801.01
532200	03/05/2024	Best Best & Krieger, LLP	988449	Legal Services January 24	8,246.70
532200	03/05/2024	Best Best & Krieger, LLP	988449	Legal Services January 24	1,455.30
532200	03/05/2024	Best Best & Krieger, LLP	988450	Code Enforcement/General Lit...	2,903.60
532200	03/05/2024	Best Best & Krieger, LLP	988451	Special Services January 24	927.20
Vendor 7477 - Best Best & Krieger, LLP Total:					18,872.89

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12391 - Brishan Inc.					
532201	03/05/2024	Brishan Inc.	0005069	Aquaphalt 4.0	2,421.09
Vendor 12391 - Brishan Inc. Total:					2,421.09
Vendor: 12267 - Cal Pro Specialties					
532202	03/05/2024	Cal Pro Specialties	12659	Mardi Gras Touch Pen	490.51
532202	03/05/2024	Cal Pro Specialties	12659	Council Pens-Set Up Charge	25.00
Vendor 12267 - Cal Pro Specialties Total:					515.51
Vendor: 7524 - California Consulting, Inc.					
532203	03/05/2024	California Consulting, Inc.	6390	Grant Writing Services-Water...	12,000.00
Vendor 7524 - California Consulting, Inc. Total:					12,000.00
Vendor: 7319 - California State Disbursement Unit					
532204	03/05/2024	California State Disbursement...	030824-8004	Employee Garnishment-Pay D...	70.61
532205	03/05/2024	California State Disbursement...	030824-1622	Employee Garnishment-Pay D...	230.76
Vendor 7319 - California State Disbursement Unit Total:					301.37
Vendor: 6687 - Canon Financial Services, Inc.					
532206	03/05/2024	Canon Financial Services, Inc.	32077003	Public Works & Recreation Co...	352.49
Vendor 6687 - Canon Financial Services, Inc. Total:					352.49
Vendor: 4657 - Carlos Bobadilla					
532207	03/05/2024	Carlos Bobadilla	022724	Reimbursement for Five Pair o...	173.58
Vendor 4657 - Carlos Bobadilla Total:					173.58
Vendor: 12525 - City of Rolling Hills Estates					
532208	03/05/2024	City of Rolling Hills Estates	4374	South Bay Cities Dinner-W. U...	257.26
532208	03/05/2024	City of Rolling Hills Estates	4374	South Bay Cities Dinner-B. Wai...	257.26
532208	03/05/2024	City of Rolling Hills Estates	4374	South Bay Cities Dinner-M. W...	257.26
532208	03/05/2024	City of Rolling Hills Estates	4374	South Bay Cities Dinner-L. Her...	257.26
Vendor 12525 - City of Rolling Hills Estates Total:					1,029.04
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
532209	03/05/2024	Clinical Laboratory of San Ber...	2400272	Water Quality Report January ...	1,492.00
Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:					1,492.00
Vendor: 0915 - Copy Rite Printing					
532210	03/05/2024	Copy Rite Printing	39740	Business Cards-Z. Qazi & W. L...	83.11
Vendor 0915 - Copy Rite Printing Total:					83.11
Vendor: 7371 - Corporate Payment Systems					
532211	03/05/2024	Corporate Payment Systems	C. Villa 012524	Staff Uniforms	88.20
532211	03/05/2024	Corporate Payment Systems	C. Villa 012524	Staff Uniforms	118.74
532211	03/05/2024	Corporate Payment Systems	C. Villa 012524	Easter Supplies	1,301.50
532211	03/05/2024	Corporate Payment Systems	C. Villa 012524	Laundry Detergent	13.22
532211	03/05/2024	Corporate Payment Systems	C. Villa 012524	Laundry Detergent	3.50
Vendor 7371 - Corporate Payment Systems Total:					1,525.16
Vendor: 12996 - Covenant Truck School, LLC					
532212	03/05/2024	Covenant Truck School, LLC	1117	Driver Training Tuition-J. Cald...	4,500.00
532212	03/05/2024	Covenant Truck School, LLC	1118	Driver Training Tuition-J. Filbe...	4,500.00
Vendor 12996 - Covenant Truck School, LLC Total:					9,000.00
Vendor: 12704 - David Evans & Associates, Inc.					
532213	03/05/2024	David Evans & Associates, Inc.	556200	Engineering Design-Street Rec...	3,353.50
Vendor 12704 - David Evans & Associates, Inc. Total:					3,353.50
Vendor: 1075 - Department of Justice					
532214	03/05/2024	Department of Justice	713352	Live Scan January 24	64.00
Vendor 1075 - Department of Justice Total:					64.00
Vendor: 12290 - Duncan's Soo Bahk Do, LLC					
532215	03/05/2024	Duncan's Soo Bahk Do, LLC	022124	Recreation-Karate Class Instru...	2,146.20
Vendor 12290 - Duncan's Soo Bahk Do, LLC Total:					2,146.20
Vendor: 2095 - Ewing Irrigation Products					
532216	03/05/2024	Ewing Irrigation Products	21577442	Sprinkler	223.42
Vendor 2095 - Ewing Irrigation Products Total:					223.42

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
Vendor: 3070 - Grainger						
532217	03/05/2024	Grainger	9014060074	Hi-Vis Bomber Jacket	141.64	
532217	03/05/2024	Grainger	9014060074	Rain Bib Overall	40.87	
532217	03/05/2024	Grainger	9017003121	Rain Bib Overall	40.86	
				Vendor 3070 - Grainger	Total:	223.37
Vendor: 3036 - Harbor Freight Tools USA, Inc.						
532218	03/05/2024	Harbor Freight Tools USA, Inc.	1037318	1200 lb Hand Winch	38.58	
532218	03/05/2024	Harbor Freight Tools USA, Inc.	1037318	21" X 20' Tow Strap	14.32	
532218	03/05/2024	Harbor Freight Tools USA, Inc.	1037318	Beach Sprayer 1 Gal	16.53	
532218	03/05/2024	Harbor Freight Tools USA, Inc.	1037318	3/8" X 100' Diamond Braid Ro...	9.91	
				Vendor 3036 - Harbor Freight Tools USA, Inc.	Total:	79.34
Vendor: 7144 - Hazen and Sawyer, P.C.						
532219	03/05/2024	Hazen and Sawyer, P.C.	20007-010-0000033	Consulting Services-CWPF	1,755.50	
532219	03/05/2024	Hazen and Sawyer, P.C.	20007-010-0000034	Consulting Services-CWPF	1,502.50	
532219	03/05/2024	Hazen and Sawyer, P.C.	20007-010-0000035	Consulting Services-CWPF	1,067.50	
532219	03/05/2024	Hazen and Sawyer, P.C.	20007-022-1	Engineering Design Services-...	15,680.00	
				Vendor 7144 - Hazen and Sawyer, P.C.	Total:	20,005.50
Vendor: 3052 - Home Depot Credit Services						
532220	03/05/2024	Home Depot Credit Services	1090656	Folding Lock-Back Utility Knife	9.89	
532220	03/05/2024	Home Depot Credit Services	1090656	Metal Cutting Bi-Metal Recipr...	30.11	
532220	03/05/2024	Home Depot Credit Services	1090656	Landscape Fabric Garden Stap...	220.41	
532220	03/05/2024	Home Depot Credit Services	1090656	Pruning Carbide Teeth Wood ...	57.20	
532220	03/05/2024	Home Depot Credit Services	2514629	Chlorinating Liquid 2-Pk	16.52	
532220	03/05/2024	Home Depot Credit Services	2514629	Battery 4 Gal. Backpack Chemi...	174.86	
532220	03/05/2024	Home Depot Credit Services	2641150	Traffic Striping Yellow	40.77	
532220	03/05/2024	Home Depot Credit Services	2641150	14" Cable Tie 500-Pk	61.17	
532220	03/05/2024	Home Depot Credit Services	2641150	6" Combo Stencil Letters & N...	12.94	
532220	03/05/2024	Home Depot Credit Services	4012483	Water Bottle Deposit	3.97	
532220	03/05/2024	Home Depot Credit Services	4012483	Bottle Water	16.47	
532220	03/05/2024	Home Depot Credit Services	4012483	Titanium Twist Drill Bit	15.95	
532220	03/05/2024	Home Depot Credit Services	4012483	Anvil Digging Shovel	30.99	
532220	03/05/2024	Home Depot Credit Services	4012483	Firm Grip Duck Canvas Glove	18.01	
532220	03/05/2024	Home Depot Credit Services	4012556	Water Bottle Deposit	7.20	
532220	03/05/2024	Home Depot Credit Services	4012556	Bottle Water	29.88	
532220	03/05/2024	Home Depot Credit Services	5633306	Clear Glass LED Ceiling Fan Lig...	12.09	
532220	03/05/2024	Home Depot Credit Services	5633306	Construction Adhesive	12.89	
532220	03/05/2024	Home Depot Credit Services	6521594	Heavy Duty 10' X 12' Tarp	77.13	
532220	03/05/2024	Home Depot Credit Services	6521594	Heavy Duty 12' X 16' Tarp	50.36	
532220	03/05/2024	Home Depot Credit Services	6521594	24 Pieces Bungee Cords	17.62	
532220	03/05/2024	Home Depot Credit Services	9101656	48 in. x 30 in. Grey Steel Pet Gr...	63.00	
				Vendor 3052 - Home Depot Credit Services	Total:	979.43
Vendor: 12069 - Joe A. Gonsalves & Son						
532221	03/05/2024	Joe A. Gonsalves & Son	161414	Consulting Services February ...	3,000.00	
				Vendor 12069 - Joe A. Gonsalves & Son Total:	3,000.00	
Vendor: 7498 - Johnson Controls Security Solutions						
532222	03/05/2024	Johnson Controls Security Solu...	39833623	Museum Security March-May ...	281.37	
				Vendor 7498 - Johnson Controls Security Solutions	Total:	281.37
Vendor: 3130 - L.A. County Department of Animal Care & Control						
532223	03/05/2024	L.A. County Department of An...	January 24	Animal Housing January 24	-1,373.00	
532223	03/05/2024	L.A. County Department of An...	January 24	Animal Housing January 24	7,111.18	
				Vendor 3130 - L.A. County Department of Animal Care & Control	Total:	5,738.18
Vendor: 3187 - L.A. County Department of Public Works						
532224	03/05/2024	L.A. County Department of Pu...	RE-PW-24021204540	Industrial Waste January 24	472.45	
				Vendor 3187 - L.A. County Department of Public Works Total:	472.45	
Vendor: 3048 - L.A. County Sheriff's Department						
532225	03/05/2024	L.A. County Sheriff's Departm...	242045EC	January 24	312,625.16	
532225	03/05/2024	L.A. County Sheriff's Departm...	242045EC	January 24	18,883.78	
532225	03/05/2024	L.A. County Sheriff's Departm...	242045EC	January 24	39,681.07	

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532225	03/05/2024	L.A. County Sheriff's Departm...	242121EC	Traffic Enforcement January 24	1,282.44
				Vendor 3048 - L.A. County Sheriff's Department	Total: 372,472.45

Vendor: 12247 - LegalShield

532226	03/05/2024	LegalShield	February 24	Employee Legal Insurance Be...	88.45
				Vendor 12247 - LegalShield Total:	88.45

Vendor: 6442 - Lincoln National Life Insurance Co.

11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	85.27
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	19.24
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	21.84
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	109.05
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	34.84
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	173.65
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	5.20
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	27.25
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	29.86
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	15.60
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	46.80
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	244.54
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	201.99
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	32.24
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	30.68
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	116.80
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	41.60
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	168.65
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	135.60
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	47.84
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	138.76
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	45.76
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	20.80
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	67.32
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	3.12
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	13.55
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	4.16
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	8.58
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	5.96
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	1.56
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	30.65
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	6.24
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	27.56
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	135.65
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	5.20
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	29.16
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	579.62
11053	03/01/2024	Lincoln National Life Insurance...	4666843562	Employee Life/STD/LTD Insur...	120.12
				Vendor 6442 - Lincoln National Life Insurance Co.	Total: 2,832.31

Vendor: 12997 - Marissa Zato

532227	03/05/2024	Marissa Zato	2004386.001	Refund-Picnic Shelter Deposit...	40.00
				Vendor 12997 - Marissa Zato Total:	40.00

Vendor: 3085 - Mark's Lock & Safe, Inc.

532228	03/05/2024	Mark's Lock & Safe, Inc.	0000036896	Latch Protector	22.33
532228	03/05/2024	Mark's Lock & Safe, Inc.	0000036896	Latch Protector-Labor	262.50
532228	03/05/2024	Mark's Lock & Safe, Inc.	0000036933	Maintenance January-March ...	300.00
532228	03/05/2024	Mark's Lock & Safe, Inc.	0000036938	Duplicate Double Sided Keys	85.88
532228	03/05/2024	Mark's Lock & Safe, Inc.	0000036987	ASSA High Security Key	36.65
532228	03/05/2024	Mark's Lock & Safe, Inc.	0000036987	Duplicate Key	110.21
				Vendor 3085 - Mark's Lock & Safe, Inc.	Total: 817.57

Vendor: 3217 - MissionSquare Retirement

11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	16,043.94
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	515.72

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11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	336.56
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	13.49
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	156.40
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	106.11
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	239.33
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	316.76
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	213.12
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	163.26
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	183.10
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	239.11
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	188.47
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	29.22
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	20.34
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	12.57
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	91.45
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	77.54
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	156.37
11056	02/22/2024	MissionSquare Retirement	PE021624	Deferred Compensation Pay D...	1,110.22
Vendor 3217 - MissionSquare Retirement Total:					20,213.08
Vendor: 12998 - Noelle Chaco					
532229	03/05/2024	Noelle Chaco	2004387.001	Refund-Picnic Shelter Deposit...	40.00
Vendor 12998 - Noelle Chaco Total:					40.00
Vendor: 7496 - Numa Networks					
532230	03/05/2024	Numa Networks	35876	Network COL, Connected New...	277.50
Vendor 7496 - Numa Networks Total:					277.50
Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp					
532231	03/05/2024	Occupational Health Centers o...	82102080	Pre-Employee Physical Exam	334.00
532231	03/05/2024	Occupational Health Centers o...	82176979	Pre-Employee Physical Exam	167.00
Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:					501.00
Vendor: 6594 - Office Depot Business Solutions, LLC					
532232	03/05/2024	Office Depot Business Solutio...	351994705001	Toner, Brother, Magenta TN43	91.61
532232	03/05/2024	Office Depot Business Solutio...	351994705001	Computation Notebook, 9 1/4...	9.91
532232	03/05/2024	Office Depot Business Solutio...	351994705001	Stamp	7.70
532232	03/05/2024	Office Depot Business Solutio...	355460482001	Copy Paper	105.82
Vendor 6594 - Office Depot Business Solutions, LLC Total:					215.04
Vendor: 3148 - Oriental Trading Co., Inc.					
532233	03/05/2024	Oriental Trading Co., Inc.	72998967401	Bulk Cyo Easter Crown 8 Dozen	142.19
532233	03/05/2024	Oriental Trading Co., Inc.	72998967401	Gift Card	-20.00
532233	03/05/2024	Oriental Trading Co., Inc.	72998967401	Bulk Easter Foam Headband C...	231.46
Vendor 3148 - Oriental Trading Co., Inc. Total:					353.65
Vendor: 3446 - Pacific Coast Glove & Safety, Inc.					
532234	03/05/2024	Pacific Coast Glove & Safety, l...	10081335	PVC Steel Toe Boots	171.99
Vendor 3446 - Pacific Coast Glove & Safety, Inc. Total:					171.99
Vendor: 4105 - Pacific Western Bank					
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	18,110.80
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	2,579.69
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	9.42
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	308.79
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	100.50
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	148.48
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	31.75
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	35.37
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	39.50
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	7.67
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	215.91
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	9.41
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	149.66
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	129.70

Warrant Register

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	19.32	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	87.57	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	112.14	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	140.33	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	137.11	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	11.61	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	22.21	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	10.60	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	83.03	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	12.85	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	7.19	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	1.06	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	29.18	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	29.42	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	133.82	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	32.12	
11054	02/22/2024	Pacific Western Bank	PE021624	Federal & Medicare Taxes-Pay...	523.93	
11055	02/22/2024	Pacific Western Bank	PE021624A	State Tax Withholdings-Pay E...	6,863.46	
Vendor 4105 - Pacific Western Bank					Total:	30,133.60

Vendor: 4080 - PERS Long-Term Care Program

532235	03/05/2024	PERS Long-Term Care Program	15241189	Employee Long Term Care Ins...	336.88
532235	03/05/2024	PERS Long-Term Care Program	15241189	Employee Long Term Care Ins...	59.45
Vendor 4080 - PERS Long-Term Care Program Total:					396.33

Vendor: 9052 - Pixel Graphic Design

532236	03/05/2024	Pixel Graphic Design	1073	Create Mayors Cup Golf Tour...	395.00	
532236	03/05/2024	Pixel Graphic Design	1074	Printing ACFR FY 2022-2023	1,026.98	
532236	03/05/2024	Pixel Graphic Design	1074	Printing ACFR FY 2022-2023	1,026.98	
Vendor 9052 - Pixel Graphic Design					Total:	2,448.96

Vendor: 12512 - Prints Pacific, Inc.

532237	03/05/2024	Prints Pacific, Inc.	20602	Port Authority Women's Silk T...	184.80
532237	03/05/2024	Prints Pacific, Inc.	20603	Core Cotton Tee	48.59
532237	03/05/2024	Prints Pacific, Inc.	20603	Fleece Lined Jacket	93.71
Vendor 12512 - Prints Pacific, Inc. Total:					327.10

Vendor: 12907 - Psomas

532238	03/05/2024	Psomas	205085	Engineering Services-Sewer M...	11,080.00
Vendor 12907 - Psomas Total:					11,080.00

Vendor: 12285 - Roadline Products Inc. USA

532239	03/05/2024	Roadline Products Inc. USA	19580	6' Post Reflectors-6' Red	863.29
532239	03/05/2024	Roadline Products Inc. USA	19605	California Metric Style "MPH" ...	686.89
532239	03/05/2024	Roadline Products Inc. USA	19605	Watch Downhill Speed-24"	71.66
532239	03/05/2024	Roadline Products Inc. USA	19605	California Metric Style "30" Pa...	407.93
532239	03/05/2024	Roadline Products Inc. USA	19608	Street Signs-Stickers	60.64
532239	03/05/2024	Roadline Products Inc. USA	19608	Street Signs	2,434.04
532239	03/05/2024	Roadline Products Inc. USA	19609	Street Signs 12 X 24	286.65
Vendor 12285 - Roadline Products Inc. USA Total:					4,811.10

Vendor: 9122 - Roland Gutierrez

532240	03/05/2024	Roland Gutierrez	021424	Cardio Salsa Dance Instructor	992.60	
Vendor 9122 - Roland Gutierrez					Total:	992.60

Vendor: 3173 - Smith's Lock & Safe

532241	03/05/2024	Smith's Lock & Safe	5894	Cut Keys	6.58	
532241	03/05/2024	Smith's Lock & Safe	5894	Cut Keys	63.39	
532241	03/05/2024	Smith's Lock & Safe	5894	Cut Keys	5.52	
Vendor 3173 - Smith's Lock & Safe					Total:	75.49

Vendor: 5050 - Southern California Edison Co.

532183	02/23/2024	Southern California Edison Co.	700012123226-022124	Landscape Maintenance Distri...	8.07
532183	02/23/2024	Southern California Edison Co.	700037130331-021524	City Hall	5,762.51
532183	02/23/2024	Southern California Edison Co.	700154659268-021324	Traffic Signals	36.26
532183	02/23/2024	Southern California Edison Co.	700315053620-021524	Lomita Park	16.64

Warrant Register

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532183	02/23/2024	Southern California Edison Co.	700480902095-022124	Narbonne Pedestrian Crosswa...	144.29
				Vendor 5050 - Southern California Edison Co.	Total: 5,967.77

Vendor: 12456 - Sportball

532242	03/05/2024	Sportball	022224	Comprehensive Sports Class In...	2,245.60
				Vendor 12456 - Sportball Total:	2,245.60

Vendor: 3214 - State Controller - Departmental Acct. Office

532243	03/05/2024	State Controller - Department...	FAUD-00004161	Annual Street Report FY 2023-...	3,200.00
				Vendor 3214 - State Controller - Departmental Acct. Office Total:	3,200.00

Vendor: 12863 - Tetra Tech Inc

532244	03/05/2024	Tetra Tech Inc	52202765	New Roof Design for Appian ...	4,290.00
				Vendor 12863 - Tetra Tech Inc Total:	4,290.00

Vendor: 6085 - Thompson Building Materials

532245	03/05/2024	Thompson Building Materials	IV-162428	9 X 25 Straw Wattles	78.81
532245	03/05/2024	Thompson Building Materials	IV-162444	Misc Base Skip	112.46
532245	03/05/2024	Thompson Building Materials	IV-162461	Misc Base Skip	112.46
532245	03/05/2024	Thompson Building Materials	IV-162468	Misc Base Skip	74.97
532245	03/05/2024	Thompson Building Materials	IV-162492	24" Push Broom	51.28
532245	03/05/2024	Thompson Building Materials	IV-162492	Atlant 620 Dip PVC	8.36
532245	03/05/2024	Thompson Building Materials	IV-162492	60 Tapered Broom Handle	11.22
532245	03/05/2024	Thompson Building Materials	IV-162492	15 Mil Blue Latex Glove	34.53
532245	03/05/2024	Thompson Building Materials	IV-162492	36 Curved Floor Squeegee	126.37
532245	03/05/2024	Thompson Building Materials	IV-162497	Plaster Sand Scoop	297.21
532245	03/05/2024	Thompson Building Materials	IV-162503	Plaster Sand Scoop	297.21
532245	03/05/2024	Thompson Building Materials	IV-162507	Plaster Sand Scoop	297.21
				Vendor 6085 - Thompson Building Materials Total:	1,502.09

Vendor: 12170 - T-Mobile

532246	03/05/2024	T-Mobile	022024	City Council	147.00
532246	03/05/2024	T-Mobile	022024	City Manager	141.36
532246	03/05/2024	T-Mobile	022024	Emergency Operations	29.40
532246	03/05/2024	T-Mobile	022024	Parking Enforcement	25.90
532246	03/05/2024	T-Mobile	022024	Community & Economic Deve...	77.70
532246	03/05/2024	T-Mobile	022024	Facilities	25.90
532246	03/05/2024	T-Mobile	022024	Recreation	187.88
532246	03/05/2024	T-Mobile	022024	Park	51.80
532246	03/05/2024	T-Mobile	022024	Public Works	25.90
532246	03/05/2024	T-Mobile	022024	Water	162.40
				Vendor 12170 - T-Mobile Total:	875.24

Vendor: 9100 - Tripepi Smith and Associates

532247	03/05/2024	Tripepi Smith and Associates	11770	Citywide Communication & E...	3,347.09
532247	03/05/2024	Tripepi Smith and Associates	11770	Citywide Communication & E...	3,347.08
				Vendor 9100 - Tripepi Smith and Associates Total:	6,694.17

Vendor: 12999 - Trueline Construction & Surfacing Inc.

532248	03/05/2024	Trueline Construction & Surfac...	2481	Stripe Play Lines for Pickleball	2,680.00
				Vendor 12999 - Trueline Construction & Surfacing Inc. Total:	2,680.00

Vendor: 7327 - United Rentals (North America), Inc.

532249	03/05/2024	United Rentals (North America...	227959626-003	Dump Truck Rental-Rent Prot...	492.45
532249	03/05/2024	United Rentals (North America...	227959626-003	Dump Truck Rental	3,619.51
				Vendor 7327 - United Rentals (North America), Inc. Total:	4,111.96

Vendor: 6477 - Verizon Wireless Government Mkts

532250	03/05/2024	Verizon Wireless Government...	9956736091	City Council	24.85
532250	03/05/2024	Verizon Wireless Government...	9956736091	City Manager	-27.04
532250	03/05/2024	Verizon Wireless Government...	9956736091	Emergency Mifi	10.37
532250	03/05/2024	Verizon Wireless Government...	9956736091	Community & Economic Deve...	94.83
532250	03/05/2024	Verizon Wireless Government...	9956736091	Facilities	10.51
532250	03/05/2024	Verizon Wireless Government...	9956736091	Recreation	41.46
532250	03/05/2024	Verizon Wireless Government...	9956736091	Park	9.90
532250	03/05/2024	Verizon Wireless Government...	9956736091	Public Work-Street	57.31

Warrant Register

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532250	03/05/2024	Verizon Wireless Government...	9956736091	Water	0.07
Vendor 6477 - Verizon Wireless Government Mkts Total:					222.26
Vendor: 7373 - Wells Fargo Vendor Financial Services					
532251	03/05/2024	Wells Fargo Vendor Financial ...	5028620632	BP-70C55 Copier Lease Februa...	338.21
Vendor 7373 - Wells Fargo Vendor Financial Services					Total: 338.21
Vendor: 7063 - Westfield Electric					
532252	03/05/2024	Westfield Electric	3510	CAT-6 Female Jack	15.25
532252	03/05/2024	Westfield Electric	3510	CAT-6 Female Jack Replaceme...	440.00
532252	03/05/2024	Westfield Electric	3511	Consulting for Power Require...	330.00
Vendor 7063 - Westfield Electric					Total: 785.25
Vendor: 12250 - William D. Uphoff					
532253	03/05/2024	William D. Uphoff	02262024	Reimbursement for CC 2024 A...	875.00
532253	03/05/2024	William D. Uphoff	022624	Reimbursement for CC Confer...	650.00
Vendor 12250 - William D. Uphoff Total:					1,525.00
Vendor: 6102 - Yunex, LLC					
532254	03/05/2024	Yunex, LLC	90001525	Street Lights Maintenance Jan...	169.83
532254	03/05/2024	Yunex, LLC	90001526	Traffic Signal Maintenance Ja...	443.03
Vendor 6102 - Yunex, LLC Total:					612.86
Vendor: 6313 - Zep Manufacturing					
532255	03/05/2024	Zep Manufacturing	9009382766	Pull Towel 2 Ply 660FT 6-Case	1,182.10
532255	03/05/2024	Zep Manufacturing	9009382766	Citrus Foam 12-Case	128.23
Vendor 6313 - Zep Manufacturing					Total: 1,310.33
Grand Total:					623,099.85

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	521,562.14
205 - State Gas Tax	21,910.16
211 - Measure W	15,680.00
220 - Proposition A Local Return	8,660.06
245 - Landscape Maintenance District #1	231.49
255 - Park Athletic	603.80
311 - Street Improvement	5,774.59
510 - Water Operations	28,982.11
520 - Water Capital	8,615.50
612 - Sewer Replacement	11,080.00
Grand Total:	623,099.85

Account Summary

Account Number	Account Name	Payment Amount
100-000-2508.000	Garnishment	301.37
100-000-2524.000	Other Employee Deducti...	88.45
100-000-2550.000	Federal Withholding	20,690.49
100-000-2555.000	State Withholding	6,863.46
100-000-2560.000	Deferred Compensation	16,043.94
100-000-4465.000	Animal Care and Control	-1,373.00
100-000-4510.000	Park Rentals	80.00
100-110-5207.000	Medicare	9.42
100-110-5415.000	Communications	171.85
100-110-5430.000	Conferences and Meetin...	3,171.78
100-110-5505.000	Office Supplies and Expe...	515.51
100-110-5755.000	Special Department Supp..	142.30
100-120-5305.000	Legal Services	16,616.58
100-125-5205.000	Health Insurance	957.11
100-125-5207.000	Medicare	308.79
100-125-5345.000	Contractual Services	6,347.09
100-125-5415.000	Communications	114.32
100-125-5430.000	Conferences and Meetin...	257.26
100-130-5205.000	Health Insurance	467.45
100-130-5207.000	Medicare	100.50
100-130-5505.000	Office Supplies and Expe...	273.02
100-210-5205.000	Health Insurance	221.98
100-210-5207.000	Medicare	148.48
100-210-5345.000	Contractual Services	547.31
100-210-5505.000	Office Supplies and Expe...	1,026.98
100-230-5205.000	Health Insurance	188.85
100-230-5207.000	Medicare	31.75
100-230-5345.000	Contractual Services	605.00
100-230-5755.000	Special Department Supp..	88.18
100-330-5320.000	Sheriff Contract	313,907.60
100-330-5321.000	Core Deputy	18,883.78
100-330-5323.000	Liability Trust Fund	39,681.07
100-333-5755.000	Special Department Supp..	39.77
100-335-5205.000	Health Insurance	151.57
100-335-5207.000	Medicare	74.87
100-335-5345.000	Contractual Services	16,541.80
100-335-5505.000	Office Supplies and Expe...	45.06
100-335-5515.000	Uniform Expense	260.93
100-336-5325.000	Animal Care and Control	7,111.18
100-410-5205.000	Health Insurance	530.67
100-410-5207.000	Medicare	223.58
100-410-5340.000	Professional Services	10,687.50
100-410-5341.000	Property Nuisance Abat...	9,225.00

Account Summary

Account Number	Account Name	Payment Amount
100-410-5415.000	Communications	172.53
100-410-5505.000	Office Supplies and Expe...	83.11
100-440-5345.000	Contractual Services	277.50
100-440-5525.000	Equipment Under \$5k	480.67
100-440-5605.000	Rents and Leases	690.70
100-605-5205.000	Health Insurance	550.99
100-605-5207.000	Medicare	159.07
100-605-5345.000	Contractual Services	472.45
100-610-5205.000	Health Insurance	360.60
100-610-5207.000	Medicare	129.70
100-710-5205.000	Health Insurance	373.51
100-710-5207.000	Medicare	106.89
100-710-5340.000	Professional Services	671.34
100-710-5405.000	Utilities	5,762.51
100-710-5415.000	Communications	36.41
100-710-5505.000	Office Supplies and Expe...	81.50
100-710-5705.000	General Maintenance	5,797.72
100-730-5205.000	Health Insurance	366.54
100-730-5207.000	Medicare	252.47
100-730-5345.000	Contractual Services	5,384.40
100-730-5415.000	Communications	229.34
100-730-5505.000	Office Supplies and Expe...	18.73
100-730-5515.000	Uniform Expense	206.94
100-730-5755.000	Special Department Supp..	19.64
100-735-5755.000	Special Department Supp..	1,789.61
100-735-5755.331	Mayor's Golf Classic	395.00
100-740-5205.000	Health Insurance	423.63
100-740-5207.000	Medicare	148.72
100-740-5405.000	Utilities	16.64
100-740-5415.000	Communications	61.70
100-740-5505.000	Office Supplies and Expe...	37.08
100-740-5515.000	Uniform Expense	171.99
100-740-5705.000	General Maintenance	2,637.76
100-740-5710.000	Equipment Maintenance	177.29
100-750-5207.000	Medicare	22.21
100-750-5345.000	Contractual Services	281.37
100-750-5505.000	Office Supplies and Expe...	198.44
100-750-5755.000	Special Department Supp..	144.84
205-610-5205.000	Health Insurance	276.59
205-610-5207.000	Medicare	93.63
205-610-5335.000	Maintenance & License ...	612.86
205-610-5340.000	Professional Services	3,200.00
205-610-5405.000	Utilities	180.55
205-610-5415.000	Communications	83.21
205-610-5435.000	Training and Education	9,000.00
205-610-5505.000	Office Supplies and Expe...	20.44
205-610-5510.000	Small Tools	46.94
205-610-5515.000	Uniform Expense	173.58
205-610-5705.000	General Maintenance	8,159.53
205-610-5710.000	Equipment Maintenance	62.83
211-810-5808.359	Downtown Lomita Stor...	15,680.00
220-340-5205.000	Health Insurance	45.89
220-340-5207.000	Medicare	12.85
220-340-5345.000	Contractual Services	8,601.32
245-720-5405.000	Utilities	8.07
245-720-5755.000	Special Department Supp..	223.42
255-760-5205.000	Health Insurance	33.08
255-760-5207.000	Medicare	7.19

Account Summary

Account Number	Account Name	Payment Amount
255-760-5506.000	Sport Supplies	16.72
255-760-5735.000	Miscellaneous Expense	546.81
311-810-5806.368	Street Reconstruction - ...	3,353.50
311-810-5806.380	Sidewalk Improvement P...	2,421.09
510-110-5207.000	Medicare	1.06
510-120-5305.000	Legal Services	2,256.31
510-125-5205.000	Health Insurance	79.54
510-125-5207.000	Medicare	29.18
510-130-5205.000	Health Insurance	128.34
510-130-5207.000	Medicare	29.42
510-220-5205.000	Health Insurance	240.75
510-220-5207.000	Medicare	133.82
510-220-5345.000	Contractual Services	182.44
510-220-5505.000	Office Supplies and Expe...	1,026.98
510-230-5205.000	Health Insurance	190.73
510-230-5207.000	Medicare	32.12
510-630-5205.000	Health Insurance	1,862.96
510-630-5207.000	Medicare	523.93
510-630-5339.000	Water Quality - Clinical L...	1,492.00
510-630-5340.000	Professional Services	15,347.08
510-630-5415.000	Communications	162.47
510-630-5443.000	Water Production Supply...	16.52
510-630-5510.000	Small Tools	89.86
510-630-5515.000	Uniform Expense	223.37
510-630-5525.000	Equipment Under \$5k	174.86
510-630-5605.000	Rents and Leases	4,111.96
510-630-5705.000	General Maintenance	596.62
510-630-5710.000	Equipment Maintenance	49.79
520-840-5821.239	Appian Way Roof	4,290.00
520-840-5821.365	CWPF Upgrades Project	4,325.50
612-910-5345.000	Contractual Services	11,080.00
	Grand Total:	623,099.85

Project Account Summary

Project Account Key	Payment Amount
None	593,029.76
211-810-5808.359	15,680.00
311-Street Reconstruction-Zone G	3,353.50
Appian Way Roof	4,290.00
Cypress Water Production	4,325.50
Sidewalk Improvement Program	2,421.09
	Grand Total:
	623,099.85



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Joe Hoefgen, Interim City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director
Frederic Aboujaoude, P.E., Principal Engineer

MEETING DATE: March 5, 2023

SUBJECT: Appian Way Pump Station Roof Replacement Project

RECOMMENDATION

Authorize staff to release the bid package for the Appian Way Pump Station Roof Replacement Project, and find the project categorically exempt from CEQA.

BACKGROUND

The Appian Way Pump Station, located at 26255 Appian Way, Lomita, CA, is more than 30 years old and has an original wooden roof with one exhaust fan and four skylights. The condition of this wooden roof has deteriorated with extensive termite damage and infestation.

This pump station is a critical water facility that must remain functional and accessible at all times since it controls the pressure and water supply for a pressure zone within the City. Tenting the building was not an option due to concerns with access and safety of drinking water pumps located inside. Therefore, this project consists of removing the existing wooden frame in its entirety and replacing it with a metal truss roof system along with other associated improvements such as new skylights and other ceiling-mounted fixtures.

On April 18, 2023, the City Council awarded a Professional Services Agreement to Tetra Tech for engineering design services in the amount of \$ 86,395.00 plus a 20% contingency amount of \$ 17,279.00. The design has been completed, and the project is ready to be released for bid.

Staff is requesting approval of the project and authorization to release for bid.

CEQA

It is recommended that the City Council find this project is not subject to CEQA pursuant to CEQA Guidelines, Section 15302 Replacement or Reconstruction of existing structures and facilities. This project installation can be found to be exempt from the requirements of CEQA. The proposed project consists of replacement pipes to supply water to residences with no increase in capacity.

FISCAL IMPACT

There is no fiscal impact of this action.

OPTIONS

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

ATTACHMENTS

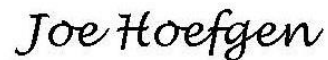
- 1. Design Plans and Bid Documents
- 2. CEQA Notice of Exemption

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Joe Hoefgen
Interim City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



Frederic Aboujaoude, P.E.
Principal Engineer



CITY OF LOMITA

24300 Narbonne Avenue
Lomita, CA 90717

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

APPIAN WAY PUMP STATION ROOF REPLACEMENT

BIDS Due

April 23, 2024

01:00 P.M.

March 8, 2024

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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 April 23, 2024**, at which time all bids will be publicly opened and read in the City Council Chambers at the above address for:

APPIAN WAY PUMP STATION ROOF REPLACEMENT

The Appian Way Pump Station, located at 26255 Appian Way, Lomita, CA, is more than 30 years old and has an original wooden roof with one exhaust fan and four skylights. The condition of this wooden roof has deteriorated with extensive termite damage and infestation.

This pump station is a critical water facility that must remain functional and accessible at all times since it controls the pressure and water supply for a pressure zone within the City. Tenting the building was not an option due to concerns with access and safety of drinking water pumps located inside. Therefore, this project consists of removing the existing wooden frame in its entirety and replacing it with a metal truss roof system along with other associated improvements such as new skylights and other ceiling-mounted fixtures.

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 "**APPIAN WAY PUMP STATION ROOF REPLACEMENT.**"

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

<https://lomitacity.com/current-bids-rfps/>

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 Project Manager at publicworks@lomitacity.com, ssampat@lomitacity.com and f.aboujaoude@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 after 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 cashier's check, or a bidder's bond, made payable to the City of Lomita, in an amount not less than 10% of the total bid submitted.

The successful bidder will be required to furnish a faithful performance bond in the amount of 100% of the contract price, and a payment bond in the amount of 100% 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 **180 working days** from the date of the Notice to Proceed (NTP).

All questions regarding this bid must be submitted in writing on or before **1:00 PM on March 8, 2024**, to the Project Manager, via email at: publicworks@lomitacity.com, ssampat@lomitacity.com and f.aboujaoude@lomitacity.com.

Kathleen Horn Gregory, MMC
City Clerk

Published in Daily Breeze on March 8, 2024, and April 3, 2024

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 several 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. The 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 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. The City Bid Bond form must be used.

VI. NON-RESPONSIVE BIDS AND BID REJECTION

1. A Bid in which anyone (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 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)

B-5

- 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 carry out 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 March 8, 2024**, via email at publicworks@lomitacity.com, ssampat@lomitacity.com; f.aboujaoude@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 GENERAL PANDEMIC CONDITIONS

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 any general pandemic conditions that may be announces including social distancing, and best practices.

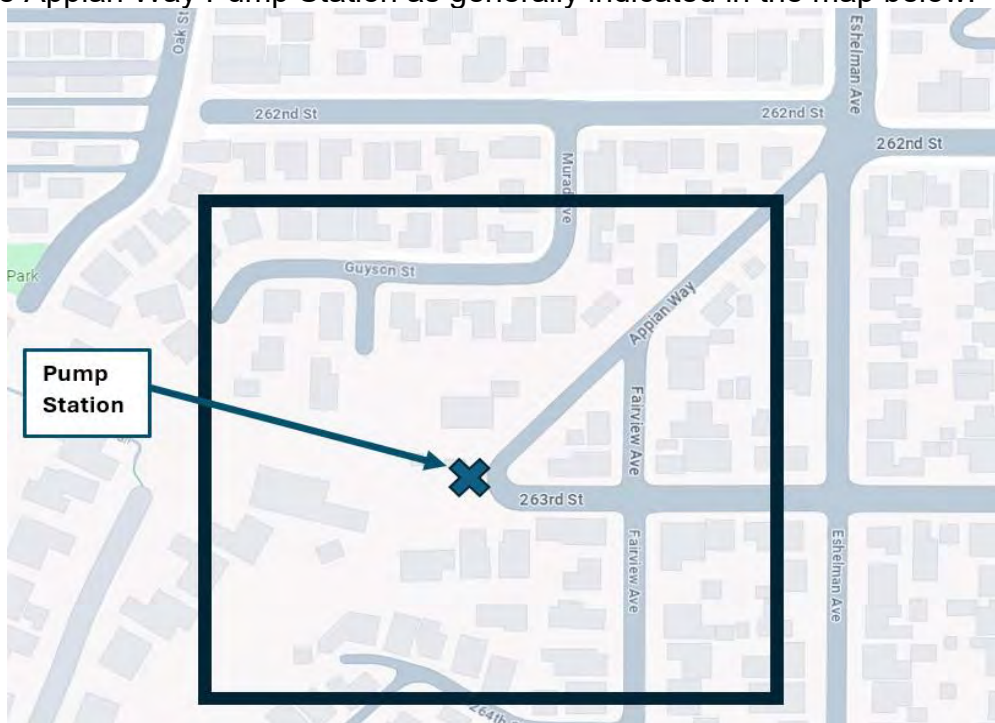
Contractors are required to check with the latest guidelines of the Los Angeles County Public Works and the Los Angeles County Public Health for construction sites during any possible health pandemics.

XVI. CONFROMANCE WITH CITY OF LOMITA NOISE ORDINANCE

The contractor shall abide by the noise regulations outlined in the City of Lomita Municipal Code (LMC). Section 4-4.04 of the LMC makes it unlawful to produce a noise within a residential area that exceeds 65 dBA in the daytime (7:00 AM to 9:00 PM) or 55 dBA in the nighttime (9:00 PM – 7:00 AM).

XVII. NOTIFICATION OF RESIDENTS OF START OF WORK

At least 5 business days before the start of work, the Contractor shall post written notifications at the doors of all households and apartments around the vicinity of the Appian Way Pump Station as generally indicated in the map below.



SECTION C
BID DOCUMENTS

(TO BE SUBMITTED WITH BID PACKAGE)

BIDDER'S PROPOSAL

APPIAN WAY PUMP STATION ROOF REPLACEMENT

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 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, all other indirect costs shall be considered full compensation for each bid item.

All work shall be completed within 180 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	Mobilization and Demobilization (Includes Temporary CMU Wall Shoring)	1	LS	\$	\$
2	Existing Roof Demolition, Haul Away, and Disposal	1,480	SF	\$	\$
3	Furnish and install New Roof System	1,480	SF	\$	\$
4	Furnish and install Acrylic Domed Skylight	4	EA	\$	\$
5	Furnish and install Conduit & Wiring	1	LS	\$	\$
6	Furnish and install Wallpack	6	EA	\$	
7	Furnish and install Ceiling Light	9	EA	\$	\$
8	Furnish and install Exhaust Fan	1	EA	\$	\$
9	Furnish, install and relocate temporary electrical conduit and antenna and provide temporary protection to existing equipment during construction	1	LS	\$	\$

TOTAL BID:

(Figures) _____

(Words) _____

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

The undersigned furthermore agrees to enter 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: _____

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 _____, 2024

Subscribed and Sworn to

Contractor

Title

before me this _____ day of _____, 2024.

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: **APPIAN WAY PUMP STATION ROOF REPLACEMENT** 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

APPIAN WAY PUMP STATION ROOF REPLACEMENT

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 **Appian Way Pump Station Roof Replacement**, bids were received, publicly opened, and declared on the date specified in the notice.
- B. On _____, 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 **APPIAN WAY PUMP STATION ROOF REPLACEMENT** 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 **APPIAN WAY PUMP STATION ROOF REPLACEMENT** Project in the City of Lomita. The work shall be performed in accordance with the Plans and Specifications dated February 9th, 2024 (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 **180 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 around 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 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 apprentice able 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 the 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.

THE 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: THE 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. The 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 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 _____, 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 ensuring the liability of any person, firm or corporation performing services under contract for the City of Lomita.

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

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

**PROPOSAL, SPECIFICATIONS, BOND, AND AFFIDAVIT
FOR
APPIAN WAY PUMP STATION ROOF REPLACEMENT**

This holds 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 to 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 contained herein 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 apprentice able 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 **APPIAN WAY PUMP STATION ROOF REPLACEMENT** 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 [redacted] day of [redacted], 20[redacted].

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, [REDACTED] as Principal(s) and [REDACTED] a corporation, incorporated, organized, and existing under the laws of the State of [REDACTED], 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 [REDACTED] Dollars (\$ [REDACTED]), 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 [REDACTED] day of [REDACTED] 20 [REDACTED], with the City of Lomita for the **APPIAN WAY PUMP STATION ROOF REPLACEMENT**, 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 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.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

APPIAN WAY PUMP STATION ROOF REPLACEMENT,

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

PROJECT SPECIFICATIONS

**CITY OF LOMITA
APPIAN WAY PUMP STATION ROOF REPLACEMENT**

PROJECT TECHNICAL SPECIFICATIONS

<u>SECTION</u>	<u>DESCRIPTION</u>
02050	DEMOLITION
02222	PROTECTING EXISTING FACILITIES
03600	GROUT
05120	STRUCTURAL STEEL AND MISCELLANEOUS METALWORK
05300	METAL DECKING
07411	METAL ROOF PANELS
07620	SHEET METAL FLASHING AND TRIM
07900	JOINT SEALERS
15870	EXHAUST VENTILLATION FAN
16010	GENERAL ELECTRICAL REQUIREMENTS
16050	BASIC ELECTRICAL MATERIALS AND METHODS
16073	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
16075	ELECTRICAL IDENTIFICATION
16120	LOW VOLTAGE WIRE AND CABLE
16130	RACEWAYS AND BOXES
16511	INTERIOR LIGHTING
16521	EXTERIOR LIGHTING



02/9/2024



02/9/2024



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SECTION 02050 DEMOLITION

PART 1: GENERAL

1.01 DESCRIPTION

This Section includes demolition and removal of existing building roof system.

1.02 SUBMITTALS

A. Submit schedule of demolition. Include details about specific tasks that must be completed prior to demolition of existing building roof. Identify demolition time constraints. Demolition schedule shall be a part of the Construction Schedule.

B. Provide tickets documenting proper disposal of contaminated materials.

1.03 MEASUREMENT AND PAYMENT

Full compensation for demolition including furnishing all materials, labor, tools, equipment, and incidentals and disposal or delivery of removed items and performing all the work described in this Section and as indicated on the Plans shall be included in the Contract lump sum price paid for Demolition and no additional compensation shall be allowed therefor.

RECYCLING

1.04

All materials that can be recycled in lieu of disposal shall be recycled.

PART 2: MATERIALS

(Not Used)

PART 3: EXECUTION

3.01 GENERAL

Perform removal, replacement, and demolition work in accordance these specifications and as shown on the Plans.

3.02 CONSTRAINTS

The existing Pump Station Facility shall remain in service during the demolishing of the existing roof. Contractor shall take action to cover and protect facility components.

3.03 DEMOLITION

A. Building roof to be demolished shall be removed in their entirety and disposed of offsite.

- B. Perform the work in a manner that will not damage parts of the structure not intended to be removed. If, in the opinion of the Engineer, the method of demolition used may endanger or damage parts of the structure or affect the satisfactory operation of the facilities, promptly change the method when so notified by the Engineer.

3.04 **DUST CONTROL**

- A. Provide misting water sprays sufficient to reduce airborne dusting from demolition work.
- B. Apply additional water dust suppression applied during dry weather.
- C. Avoid dust-generating work must be avoided on high wind days.

3.05 **DISPOSAL**

All construction debris shall be disposed of in accordance with all State and local laws and requirements.

3.06 **ASBESTOS TESTING AND REMOVAL**

- A. Asbestos Survey: Prior to any construction activity, an asbestos survey shall be performed by a Cal/OSHA certified asbestos consultant (CAC), and shall conform to the requirements of South Coast Air Quality Management Department (AWMD) asbestos rule 1403(d)(1)(A) and the asbestos federal regulation 40 CFR Part 763.
- B. Asbestos Removal: Removal of asbestos shall be performed by a in accordance with in CCR Title §1529.

END OF SECTION

SECTION 02222 PROTECTING EXISTING FACILITIES

PART 1: GENERAL

1.01 DESCRIPTION

This section describes materials and procedures for protecting existing improvements.

1.02 SUBMITTALS

- A. Submit method of protection for all interior piping and equipment.
- B. Submit method of temporary support, bracing or shoring of the existing CMU building walls.
- C. Submit documentation of existing facilities including a copy of all photos and/or video.

1.03 DOCUMENTATION OF EXISTING FACILITIES

- A. Documentation shall clearly show the condition of existing facilities including existing cracks, settlement, paint blemishes, etc. within 50' of the limits of construction and within the limits of construction.
- B. Documentation shall be provided at least 48 hours prior to start of construction at the site.
- C. In the event that the Contractor fails to document adequately, the Contractor shall repair any defect noted at the end of Construction at the Contractor's cost.

1.04 MEASUREMENT AND PAYMENT

Full compensation for Protecting Existing Facilities including furnishing all materials, labor, tools, equipment, and incidentals and performing all work described in this Section and as indicated on the Plans, except for potholes, shall be included as part of the Contract price paid for related bid item(s) and no additional compensation shall be allowed therefor.

PART 2: MATERIALS

2.01 REPLACEMENT IN KIND

- A. Except as indicated on the Plans or as specifically authorized by the Engineer, reconstruct utilities with new material of the same size, type, and original quality as that removed.
- B. Damage to existing building elements, piping and equipment shall be repaired to original condition or better or shall be reconstructed or replaced in-kind.

- C. Damage to existing roads and adjacent properties shall be repaired to original condition or better or shall be reconstructed in-kind.
- D. Replace portion of damaged street improvements, driveway, sidewalk, or pavement to the nearest construction joint unless otherwise noted.

PART 3: EXECUTION

3.01 GENERAL

- A. Replace in kind improvements, such as pavement, curbs and gutters, ramps, barricades, traffic islands, signalization, fences, signs, mail boxes, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.
- B. When protecting in place, the contractor shall take into account all loads, including surcharges and potential surcharges.

3.02 DOCUMENTATION

- A. At least 48 hours prior to beginning physical construction, the Contractor shall document the condition of all potentially impacted roads, the project site, adjacent properties and any other potentially affected areas.
- B. At least 48 hours prior to documenting the condition of potentially affected areas, the Contractor shall notify the Engineer. The Engineer may accompany the Contractor during the documentation process and may provide additional documentation. If the Engineer also provides documentation, the Contractor is not relieved of his responsibility to document conditions.
- C. Documentation shall include pictures and/or video. The documentation shall be kept and made available to the Owner throughout construction and for a period of three years after the Notice of Completion has been filed.

3.03 PROCEDURES

- A. Protect in Place: Protect all improvements in place, unless otherwise specified.
- B. Contractor shall provide temporary support, bracing and shoring for all CMU building wall prior to the removal of the existing roof. Removal and reinstallation of the existing wall mounted acoustical panels may be required. The temporary support, bracing and shoring shall remain in place until the new roof structure and diaphragm are completely installed. The design configuration, installation and maintenance of the temporary support, bracing and shoring is the sole responsibility of the contractor. The bracing shall keep the existing walls in their “as constructed” positions. The contractor shall document the condition of the existing walls prior to beginning construction and shall monitor the condition and positions of the wall during and after construction.

END OF SECTION

SECTION 03600 GROUT

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all materials for grout in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, in accordance with the requirements of the Contract Documents.
- B. The following types of grout shall be covered in this Section:
 - 1. Non-Shrink Grout: This type of grout is to be used wherever grout is shown in the Contract Documents, unless another type is specifically referenced.
 - 2. Cement Grout
 - 3. Epoxy Grout

1.02 REFERENCES SPECIFICATIONS, CODES, AND STANDARDS

- A. Specifications, codes, and standards shall be referred to herein.
- B. Commercial Standards:

CRD-C621	Corps of Engineers Specification for Non-shrink Grout
ASTM C109	Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens)
ASTM C531	Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical- Resistant Mortars, Grouts, and Monolithic Surfacing
ASTM C579	Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacing
ASTM C827	Test Method for Early Volume Change of Cementitious Mixtures
ASTM C1107	Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)
ASTM D696	Test Method for Coefficient of Linear Thermal Expansion of Plastics

1.03 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall submit certified test results verifying the compressive strength, shrinkage, and expansion requirements are within the limits specified herein.
- B. Manufacturer's literature containing instructions and recommendations on the mixing, handling, placement, and appropriate uses for each type of non-shrink and epoxy grout used in the work.

QUALITY ASSURANCE

A. Field Tests:

1. Compression test specimens will be taken during construction from the first placement of each type of grout, and at intervals thereafter as selected by the ENGINEER to ensure continued compliance with these specifications. The specimens will be made by the ENGINEER or its representative.
2. Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109 at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at 7 days, 28 days, and each additional time period as appropriate.
3. Compression tests and fabrication of specimens for epoxy grout will be performed as specified in ASTM C 579, Method B, at intervals during construction as selected by the ENGINEER. A set of three specimens will be made for testing at 7 days, and each earlier time period as appropriate.
4. All grout, already placed, which fails to meet the requirements of these specifications, is subject to removal and replacement at the cost of the CONTRACTOR.
5. The cost of all laboratory tests on grout will be borne by the OWNER, but the CONTRACTOR shall assist the ENGINEER in obtaining specimens for testing. However, the CONTRACTOR shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The CONTRACTOR shall supply all materials necessary for fabricating the test specimens.

B. Construction Tolerances: The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work is within the tolerances specified herein. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Where tolerances are not stated in the specifications, permissible deviations will be in accordance with ACI 117 – *Standard Tolerance for Concrete Construction and Materials*.

1. The following construction tolerances are hereby established and apply to finished walls and slab unless otherwise shown:

<u>Item</u>	<u>Tolerance</u>
Variation of the constructed linear outline from the established position in plan.	In 10 feet: 1/4-inch; In 20 feet or more: 1/2-inch
Variation from the level or from the grades shown.	In 10 feet: 1/4-inch; In 20 feet or more: 1/2-inch
Variation from the plumb	In 10 feet: 1/4-inch; In 20 feet or more: 1/2-inch

PART 2: PRODUCTS

2.01 CEMENT GROUT

1. Cement Grout: Cement grout shall be composed of one part cement, three parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 days shall be 4000 psi.
2. Application: Cement grout shall be used at all locations where “dry pack” material is specified on the Contract Documents.

2.02 PREPACKAGED GROUTS

A. Non-Shrink Grout:

1. Non-shrink grout shall be a prepackaged, inorganic, non-gas-liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be as recommended by the manufacturer for the particular application required for this project.
2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 7000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C-827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.
3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.
4. Application:
 - a. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where “grout” is specified in the contract documents; except, for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.
 - b. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.
5. Manufacturers and Product:
 - a. Class A Grout
 - 1) Five Star “Five Star Fluid Grout 100”

- 2) Masterbuilders “Masterflow 928”
- 3) Approved equal

b. Class B Grout

- 1) Five Star “Five Star Grout”
- 2) Masterbuilders “Set Grout”
- 3) Approved equal

B. Epoxy Grout:

1. Epoxy grout shall have the ability to be poured, be non-shrinking and a 100 percent solids system. The epoxy grout system shall have three components: resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any non-reactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged. Epoxy grout shall be **Masterflow 648 CP by Master Builders Technologies; Conbextra EPR by Fosroc Ltd.; Sikadur 42 Grout-Pak by Sika Products.**
2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.
3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.
4. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.
5. The epoxy grout shall exhibit a minimum effective bearing area of 95 percent. This shall be determined by a test consisting of filling a 2-inch diameter by 4-inch high metal cylinder mold covered with a glass plate coated with a release agent. A weight shall be placed on the glass plate. At 24 hours after casting, the weight and plate shall be removed and the area in plan of all voids measured. The surface of the grout shall be probed with a sharp instrument to locate all voids.
6. The peak exotherm of a 2-inch diameter by 4-inch high cylinder shall not exceed 95 degrees F when tested with 75 degree F material at laboratory temperature. The epoxy grout shall exhibit a maximum thermal coefficient of 30×10^{-6} inches/inch/degree F when tested according to ASTM C 531 or ASTM D 696.
7. Application: Epoxy grout shall be used to embed all anchor rods and reinforcing steel required to be set in grout, and for all other applications required in the Contract Documents.

2.03 **CURING MATERIALS**

Curing materials shall be as recommended by the manufacturer of prepackaged grouts.

2.04 **CONSISTENCY**

The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

2.05 **MEASUREMENT OF INGREDIENTS**

- A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement shall not be allowed.
- B. Prepackaged grout shall be mixed with the recommended volume of water in order to achieve the desired grout consistency.

PART 3: EXECUTION

3.01 **GENERAL**

- A. The finish of the grout surface shall match that of the adjacent concrete.
- B. The manufacturer of Class A non-shrink grout and epoxy grout shall provide on-site technical assistance upon request.
- C. Base concrete or masonry must have attained its design strength before grout is placed, unless authorized by the ENGINEER.
- D. Grout samples shall be taken as specified in subsection 1.04A of this Section.

3.02 **CONCRETE PATCH AND REPAIR**

- A. Patching Small Holes:
 - 1. Holes which are less than 12 inches in their least dimension and extend completely through concrete members, shall be filled with non-shrink grout.

3.03 **GROUTING PROCEDURES**

- A. Prepackage Grouts: All mixing, surface preparation, handling, placing, consolidation, curing, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.
- B. Grouting:
 - 1. The original concrete shall be blocked out or finished off a sufficient distance below the plate to provide for a one-inch minimum thickness of grout or a thickness as shown on the Drawings.

2. After the plate has been set in position at the proper elevation by steel wedges, the space between the bottom of the plate and the original concrete surface shall be filled with non-shrink grout. The mixture shall be a trowelable consistency and tamped or rodded solidly into the space between the plate and the base concrete. A backing board or stop shall be provided at the back side of the space to be filled with grout. Where this method of placement is not practical or where required by the ENGINEER, alternate grouting methods shall be submitted for acceptance by the ENGINEER.

3.04 **CONSOLIDATION**

Grout shall be placed in such a manner so as to assure that the space to be grouted is completely filled. The consistency of the grout when applied shall meet the requirements stated.

END OF SECTION

SECTION 05120 STRUCTURAL STEEL

PART 1: GENERAL

1.01 SCOPE OF WORK

The CONTRACTOR shall furnish, fabricate, and place all structural steel and make all connections necessary to provide a complete work and in accordance with the Contract Documents.

1.02 REFERENCES

A. American Institute of Steel Construction (AISC):

1. Specification for Structural Steel Buildings—Allowable Stress Design and Plastic Design, excluding Section A7.1
2. Allowable Stress Design Specification for Structural Joints using ASTM A325 or A490 Bolts.
3. Manual of Steel Construction, Allowable Stress Design
4. Seismic Provisions for Structural Steel Buildings
5. Code of Standard Practice for Steel Buildings and Bridges, excluding Sections 3, 4, 7.11.3.3, 7.11.4, 7.11.5, and 7.13
6. AISC Quality Certification Program
7. AISC Erector Certification Program

B. American Society of Mechanical Engineers (ASME):

BPVC SEC IX Qualification Standard for Welding and Brazing Procedures, Welders, Brazers, and Welding and Brazing

C. American Society of Nondestructive Testing (ASNT):

ASNT-TC-IA Personnel Qualification and Certification in Nondestructive Testing

D. American Welding Society (AWS):

D1.1 Structural Welding Code-Steel
QC 1 Standard for AWS Certification of Welding Inspectors

E. ASTM International (ASTM):

A6	Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Steel Piling.
A36	Standard Specification for Structural Steel
A53 S	Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
A143	Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedures for Detecting Embrittlement
A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
A307	Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
A325	Standard Specification for High-Strength Bolts for Structural Steel Joints
A384	Standard Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies
A385	Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
A490	Standard Specification for Heat-Treated Steel Structural bolts, 150 ksi Minimum Tensile Strength.
A500	Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
A501	Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
A563	Standard Specification for Carbon and Alloy Steel Nuts
A572	Standard Specification for High-Strength Low Alloy Columbium-Vanadium Structural Steel
A588	Standard Specification for High-Strength Low Alloy Structural Steel with 50 ksi Minimum Yield Point to 4 in. thick
A673	Standard Specification for Sampling Procedure for Impact Testing of Structural Steel
A780	Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
A992	Standard Specification for Steel for Structural Shapes for Use in Building Frames
B695	Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel.
F436	Standard Specification for Hardened Steel Washers
F959	Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners
F1852	Standard Specification for “Twist Off” Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/150 ksi Minimum Tensile Strength

1.03 SUBMITTALS

A. Action Submittals:

1. Provide shop drawings showing erection plans, member size and their connections.
2. Anchor bolt layouts.
3. Hardened washer details (if applicable).
4. Joint details for complete penetration welds
5. Schedules for fabrication procedures
6. Primer and other coatings for items in this Section
7. Name and address of manufacturer(s)
8. Product specifications
9. Manufacturers' testing procedures and standards
10. Preparation and installation or application instructions, as appropriate

B. Informational Submittals:

1. Mill Certificates of tests made in accordance with ASTM A6.
2. Certified Mill Test Reports for Bolts and Nuts:
 - a. Name and address of manufacturer.
 - b. Bolts correctly marked.
 - c. Marked bolts and nuts used in required mill tests and manufacturer's inspection tests.
3. Methods proposed to resolve misalignment between anchor bolts and bolt holes in steel members.
4. Welding Procedures, Qualifications, and Inspection Report
5. AISC Quality Certification: AISC certificate showing name and address of certified firm, effective date, and category of certification.
6. As-built redline markups shall be submitted at the completion of work, which indicate and document all changes and deviations from the contract document during the construction. As-built redline markups shall be submitted in digital PDF format.

1.04 **QUALITY ASSURANCE**

- A. Mill identification marks in accordance with ASTM A6.
- B. AISC Quality Certification for Fabricator: Conventional Steel Structures (Sbd).

C. **Welding Qualifications:**

1. Welding Procedure Specifications: In accordance with AWS D1.1 (Annex E) or ASME BPVC SEC IX (Forms QW-482 and QW-483).
2. Welder/Welding Operator Performance Qualifications: In accordance with AWS D1.1 (Annex E), or ASME BPVC SEC IX (Form QW-484).
3. Certified Welding Inspector: Certified in accordance with AWS QC1, and having prior experience with the welding codes specified.
4. Testing Agency: Personnel performing tests shall be Nondestructive Testing Level II Certified in accordance with ASNT SNT-TC-1A.

1.05 **DELIVERY, STORAGE, AND HANDLING**

- A. Delivery: Load structural members in such a manner that they will be transported and unloaded without damage to coatings and without being excessively stressed, deformed, or otherwise damaged.
- B. **Storage:**
1. Protect structural steel members and packaged materials from corrosion and deterioration.
 2. Store in dry area and not in direct contact with ground.
 3. Protect fasteners from dirt and moisture. Do not remove lubricant from bolts and nuts.
 4. Handle materials to avoid distortion or damage to members or supporting structures.

PART 2: PRODUCTS

2.01 **MATERIALS**

- A. Rolled Plates, Shapes except W-Shapes, and Bars: ASTM A36, unless indicated otherwise.
- B. Plate material for frame connections shall be ASTM A572, Grade 50, where indicated on Drawings.
- C. Steel Pipe: ASTM A53, Type E or S, Grade B.
- D. Square and Rectangular Hollow Structural Sections (HSS): ASTM A500, Grade B (F_y equals 46 ksi).

2.02 **FASTENERS**

- A. Machine Bolts (M.B.): ASTM A307

- B. Nuts: ASTM A563, type to match bolt type and finish.
- C. Hardened Steel Flat and Beveled Washers: ASTM F436, type to match bolt finish.

2.03

FABRICATION

A. General:

- 1. Fabricate as shown and in accordance with AISC Specification for Structural Steel Buildings and AISC Code of Standard Practice for Steel Buildings and Bridges.
- 2. Columns shall be full length members without splices, unless shown otherwise or approved by ENGINEER.
- 3. Mark and match mark materials for field assembly.
- 4. Complete assembly, including bolting and welding of units, before start of finishing operations.
- 5. Fabricate to agree with field measurements.

B. Connections:

- 1. Shop Connections: Weld or bolt, as shown.
- 2. Meet requirements of AISC Manual of Steel Construction tables for bolted double-angle shear connections, unless indicated otherwise.
- 3. Meet OSHA requirements for one independent bolt at beams framing in to column web connections.
- 4. Provide oversized holes for anchor bolts in column base plates in accordance with AISC Manual of Steel Construction, unless indicated otherwise.

C. Welded Construction:

- 1. Conform to governing welding codes for type of weld and material for each weld.
- 2. Groove and Butt Joint Welds: Complete penetration, unless otherwise indicated.
- 3. Interface with Other Work.

D. Holes:

- 1. As necessary or as indicated for securing other Work to structural steel framing, and for passage of other Work through steel framing members.
- 2. No flame-cut holes will be permitted without prior approval of ENGINEER.

3. Weld threaded nuts to framing, and other specialty items as shown to receive other Work.

E. Steel Roof Framing Coating System:

1. Surface Preparation: SSPC SP-6.
2. Type: Epoxy / Polyurethane
3. Shop Prime Coat: Apply two coats to a dry-film thickness of 8 mils; 66 Hi-Build Expoxoline or engineer approved equivalent. Do not shop prime the following surfaces, unless indicated otherwise:
 - a. Faying surfaces of slip critical bolted connections.
 - b. Within 2 inches of field-welded connections.
 - c. Steel members to be completely encased in reinforced concrete or coated with cementitious fireproofing.
4. Finish Coat: One coat of 5 mil dry-film thickness; Tnemec Series 73, 74, or 75 Endura-Shield or approved equivalent.
5. Total dry film thickness of system shall be 13 mils.

F. Galvanizing:

1. Fabricate steel to be galvanized in accordance with ASTM A143, A384, and A385. Avoid fabrication techniques that could cause distortion or embrittlement of steel.
2. Remove welding slag, splatter, burrs, grease, oil, paint, lacquer, and other deleterious material prior to delivery for galvanizing.
3. Remove by blast cleaning or other methods surface contaminants and coatings not removable by normal chemical cleaning process in the galvanizing operation.
4. Hot-dip galvanize steel members, fabrications, and assemblies after fabrication in accordance with ASTM A123.
5. Hot-dip galvanize A325 bolts, nuts, washers, and hardware components in accordance with ASTM A153.
6. Oversize holes to allow for zinc alloy growth.
7. Shop assemble bolts, nuts, and washers with special lubricant and test in accordance with ASTM A325 and A563.
8. Galvanize components of bolted assemblies separately before assembly.

2.04 **SOURCE QUALITY CONTROL**

A. Welding:

1. Visually inspect fabrication welds in accordance with AWS D1.1, Section 6 and Table 6.1, Visual Inspection Acceptance Criteria.
2. An independent testing agency will be retained by CITY to perform the following inspection and testing of fabrication welds.
 - a. Groove welds:
 - 1) Radiographic (RT) or ultrasonic (UT) testing for 10 percent of randomly selected welds, unless otherwise indicated.
 - 2) Use RT only for butt joint groove welds.
 - b. Fillet welds larger than 5/16-inch: Liquid penetrant (PT) or magnetic particle (MT) for 10 percent of randomly selected welds, unless otherwise indicated.
 - c. All Welds: 100 percent visually inspected (VT).
3. The Certified Welding Inspector (CWI) shall perform inspection prior and during assembly, during welding, and after welding. CWI duties include:
 - a. Verifying conformance of specified job material and proper storage.
 - b. Monitoring conformance with approved Welding Procedure Specification.
 - c. Monitoring conformance of Welder/Welding Operator Performance Qualification.
 - d. Inspecting weld joint fit-up and in-process inspection.
 - e. Providing 100 percent visual inspection of all welds.
 - f. Supervising nondestructive testing personnel and evaluating test results.
 - g. Maintaining records and preparing report confirming results of inspection and testing comply with the Work.
4. Repair and retest rejected weld defects until sound weld metal has been deposited in accordance with appropriate welding codes.

B. Special inspection of fabrication process and shop welding will be provided by CITY as indicated on Drawings.

C. Hot-Dip Galvanizing:

1. An independent testing agency will be retained by CITY to inspect and test hot-dip galvanized fabricated items in accordance with ASTM A123 and A153.

2. Visually inspect and test for thickness and adhesion of zinc coating for minimum of three test samples from each lot in accordance with ASTM A123 and A153.
3. Reject and retest nonconforming articles in accordance with ASTM A123 and A153.

PART 3: EXECUTION

3.01 STEEL MEMBER ERECTION

- A. Meet requirements of AISC Specification for Structural Steel Buildings and AISC Code of Standard Practice for Steel Buildings and Bridges, with exceptions as specified.
- B. CONTRACTOR is responsible for design and installation of temporary bracing to support components as erection proceeds.
- C. Welded Connections:
 1. Welding and Fabrication by Welding: Conform to AWS D1.1 Structural Welding Code based on material and type of weld.
 2. Groove and Butt Joint Welds: Complete penetration, unless otherwise indicated.

3.02 ANCHOR BOLTS

- A. Coordinate installation of anchor bolts and other connectors required for securing structural steel to in-place work.
- B. Provide templates and other devices for presetting bolts and other anchors to accurate locations.
- C. Projection of anchor bolts beyond face of concrete and threaded length shall be adequate to allow for full engagement of all threads of hold-down nuts, adjustment of leveling nuts, washer thicknesses, and construction tolerances, unless indicated otherwise.
- D. Placement Tolerances:
 1. As required by AISC Code of Standard Practice for Steel Buildings and Bridges, unless indicated otherwise.
 2. Embedded anchor bolts shall not vary from the dimensions as shown on Drawings by more than the following:
 - a. Center to center of any two bolts within an anchor group: 1/8 inch.
 - b. Center to center of adjacent anchor bolt groups: 1/4 inch.
 - c. Variation from perpendicular to theoretical bearing surface: 1:50.

3.03 **SETTING BASES AND BEARING PLATES**

- A. Clean concrete and masonry bearing surfaces of bond reducing materials and roughen to improve bond to bearing surfaces.
- B. Clean bottom surface of base and bearing plates.
- C. Set loose and attached base plates and bearing plates for structural members on wedges, shims, leveling nuts, or other adjustable devices. Use leveling plates where indicated on Drawings.
- D. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims, but if protruding, cut off flush with edge of base or bearing plate prior to placing grout. Weld plate washers to base plates where indicated in Drawings.
- E. Grout Under Base plates: As specified in Section 03600, GROUT, prior to placing loads on structure.

3.04 **FIELD ASSEMBLY**

- A. Set structural frames accurately to lines and elevations shown.
- B. Clean bearing surfaces and other surfaces that will be in permanent contact before assembly.
- C. Align and adjust various members forming a part of a complete frame or structure before permanently fastening.
- D. Level and plumb individual members of structure within tolerances shown in AISC Code of Standard Practice for Steel Buildings and Bridges.
- E. Establish required leveling and plumbing measurements on mean operating temperature of structure. Make allowances for difference between temperature at time of erection and mean temperature at which structure will be completed and in service.
- F. Perform necessary adjustments to compensate for minor discrepancies in elevations and alignment.
- G. Provide additional field connection material as required by AISC Code of Standard Practice for Steel Buildings and Bridges.
- H. Splice members only where indicated and accepted on shop drawings.

3.05 **MISFITS AT BOLTED CONNECTIONS**

- A. Where misfits in erection bolting are encountered, immediately notify ENGINEER for approval of one of the following methods of correction:
 - 1. Ream holes that must be enlarged to admit bolts and use oversized bolts.

2. Plug weld misaligned holes and redrill holes to admit standard size bolts.
 3. Drill additional holes in connection, conforming with AISC Standards for bolt spacing and end and edge distances, and add additional bolts.
 4. Reject member containing misfit, incorrect sized, or misaligned holes and fabricate new member to ensure proper fit.
- B. Do not enlarge incorrectly sized or misaligned holes in members by burning or using a drift pin.

3.06 **MISFITS AT ANCHOR BOLTS**

- A. Resolve misalignments between anchor bolts and bolt holes in steel members in accordance with approved submittal.
- B. Do not flame cut to enlarge holes without prior approval of ENGINEER.

3.07 **GAS CUTTING**

- A. Do not use gas cutting torches in field for correcting fabrication errors in structural framing.
- B. Secondary members not under stress and concealed in finished structure may be corrected by gas cutting torches, if approved by ENGINEER.
- C. Finish flame-cut sections equivalent to sheared and punched appearance.

3.08 **REPAIR AND CLEANING**

- A. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop primer.
- B. Remove and grind smooth tack welds, fit-up-lugs, and weld runoff tabs.
- C. Remove weld back-up bars and grind smooth where indicated on Drawings.
- D. Apply touchup paint primer by brush or spray of same thickness and material as that used in shop application and as specified in Section 09900, PAINTING.

3.09 **REPAIR OF DAMAGED HOT-DIP GALVANIZED COATING**

- A. Conform to ASTM A780.
- B. For minor repairs at abraded areas, use sprayed zinc conforming to ASTM A780.
- C. For flame cut or welded areas, use zinc-based solder, or zinc sticks, conforming to ASTM A780.
- D. Use magnetic gauge to determine that thickness is equal to or greater than base galvanized coating.

FIELD QUALITY CONTROL

A. Welded Connections:

1. Visually inspect field welds in accordance with AWS D1.1, Section 6 and Table 6.1, Visual Inspection Acceptance Criteria.
2. An independent testing agency will be retained by CITY to perform the following inspection and testing of field welds.
3. Unless otherwise specified, perform nondestructive testing (NDT) of welds at a spot testing frequency as shown below in accordance with the referenced welding codes. Perform ultrasonic on complete joint penetration groove welds that cannot be readily radiographed. In case there is a conflict the higher frequency level of NDT shall apply:
 - a. Complete Joint Penetration (CJP) Butt Joint Welds: 10 percent random Radiographic (RT).
 - b. Groove Welds:
 - 1) Radiographic (RT) or ultrasonic (UT) testing for 10 percent of randomly selected welds, unless otherwise indicated.
 - 2) Use RT only for butt joint groove welds.
 - c. Fillet Welds Larger Than 5/16 Inch: Liquid penetrant (PT) or magnetic particle (MT) testing for 10 percent of randomly selected welds, unless otherwise indicated.
 - d. Partial Joint Penetration (PJP) Groove Welds: 10 percent random PT or MT.
 - e. All Welds: 100 percent visually inspected (VT).
4. Weld Acceptance:
 - a. Visual Testing:
 - 1) Structural Pipe and Tubing: AWS D1.1, paragraph 6.9, Visual Inspection, Tubular Connections.
 - 2) All Other Structural Steel: AWS D1.1, paragraph 6.9, Visual Inspection, Statically Loaded Nontubular Connections.
 - 3) Stud Connections: AWS D1.1, paragraph 7.8.1.
 - b. Ultrasonic Testing: Perform UT of CJP groove welds in accordance with AWS D1.1, paragraph 6.13.3, Class R Indications.
 - c. Radiographic Testing: Perform RT of CJP butt joint welds in accordance with AWS D1.1, paragraph 6.12.1.
 - d. PT or MT:

- 1) Perform on fillet and PJP groove welds in accordance with AWS D1.1, paragraph 6.10.
 - 2) Acceptance shall be in accordance with VT standards specified above.
5. The CWI shall be present whenever field welding is performed. The CWI shall perform inspections prior and during assembly, during and after welding. CWI duties include:
- a. Verifying conformance of specified job material and proper storage.
 - b. Monitoring conformance with approved WPS.
 - c. Monitoring conformance of WPQ.
 - d. Inspecting weld joint fit-up and in-process inspection.
 - e. Providing 100 percent visual inspection of all welds.
 - f. Supervising nondestructive testing personnel and evaluating test results.
 - g. Maintaining records and preparing report confirming results of inspection and testing comply with the Work.
6. Repair and retest rejected weld defects until sound weld metal has been deposited in accordance with appropriate welding codes.
- B. Special inspection will be provided by City as indicated on Drawings.

END OF SECTION

SECTION 05300 METAL DECKING

PART 1: GENERAL

1.01 SCOPE OF WORK

Contractor shall furnish and install the metal decking product and all appurtenance complete, and shall coordinate all of the work hereunder with the related work specified in other Sections, in accordance with the requirements of the Contract Documents.

1.02 RELATED SECTIONS

Section 05120 Structural Steel

1.03 REFERENCES

A. Codes: All codes, as referenced herein

AISI	Specifications for the Design of Cold-Formed Steel Structural Members: American Iron and Steel Institute
ASTM A 653	Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 780	Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
ASTM A 924	Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process
DOD P-21035A	Paint, High Zinc Dust Content, Galvanizing Repair (metric); US Department of Defense

B. SDI Publication No. 27: Steel Deck Institute Design Manual for Composite Decks, Form Decks, Roof Decks and Cellular Metal Floor Deck with Electrical Distribution; Steel Deck Institute, Inc.

C. Manufacturers' Standards: In addition to the standards listed above, the metal deck products and their installation shall be in accordance with the manufacturer's published recommendations, specifications and I.C.C. report.

1.04 ACTION SUBMITTALS

A. Decking Submittal:

1. Provide a layout plan of decking showing type and section properties of the deck panel, reinforcing channels, pans, special jointing, and accessories.
2. Location of the openings, deck laps, and deck attachment details.

1.05 **SUBMITTALS FOR INFORMATION**

- A. The manufacturer's specifications, literature, published installation instructions and current I.C.C. report for metal decking product shall be submitted to the ENGINEER.
- B. Operation manuals for mechanical fastener installation tools.

1.06 **QUALITY ASSURANCE**

- A. Comply with the requirements of the following, except where exceeded by the Contract Documents or requirements of governing authorities:
 - 1. AISI "Specifications for the Design of Cold-Formed Steel Structural Members"
 - 2. SDI "Steel Deck Institute Design Manual for Composite Decks, Form Decks, Roof Decks and Cellular Metal Floor Deck with Electrical Distribution"

1.07 **DELIVERY, STORAGE, AND HANDLING**

- A. Delivery of Materials: Manufactured materials shall be delivered in original, unbroken packages, containers, or bundles bearing the name of the manufacturer.
- B. Storage: Separate sheets and store units on dry wood sleepers, sloped to promote drainage. Cover metal decking panels with waterproof material, ventilate to avoid condensation.

PART 2: PRODUCTS

2.01 **MATERIALS**

- A. Metal deck material shall conform to ASTM A 653, Structural Quality grade 33 or higher. See drawings for gauge of deck panel.
- B. Galvanizing of the metal deck shall conform to ASTM A 924, G90 coating as defined in ASTM A653.
- C. Galvanized surface repair shall be in conformance with Federal Specification DOD P-21035A.
- D. Acceptable Manufacturers: Roof deck design is based on the following products.
 - 1. Steel Roof Deck:
 - a. Verco; PLB-36 (1 ½" deep)
 - b. Approved equal

2.02 **ACCESORIES**

- A. Provide pour stops, column closures, end closures, cover plates, girder fillers, ridge plates, finish strips, reinforcing channels, and other accessories required for complete installation.
- B. Accessories shall comply with requirements of SDI and deck manufacturer.

2.03 **MECHANICAL FASTENERS**

- A. Pneumatic Driven Fasteners:
 - 1. Pneumatic driven steel deck fasteners with corrosion-resistance finish.
 - 2. Manufacturers and Product:
 - a. Pneutek, Hudson NH; Pneutek K66075
 - b. Approved equal
- B. Powder Actuated Fasteners:
 - 1. Powder driven steel deck fasteners with corrosion-resistance finish.
 - 2. Manufacturers and Product:
 - a. Hilti, Inc., Tulsa OK; X-HSN 24 Metal Deck Fasteners
 - b. Approved equal

2.04 **METAL DECK SIDELAP AND DECK END CONNECTION**

- A. Deck Sidelap connection shall be PunchLok II System – Verco Sidelap Connection 2 (VSC2)
- B. Deck panel ends shall be connected with a lap-type connection. Butt-type panel ends connection is not allowed.

PART 3: EXECUTION

3.01 **GENERAL**

- A. The installation shall conform to applicable codes and the manufacturer's published or written recommendations, specifications, and published installation instructions for the type of deck being installed. Work shall be coordinated with the work of other trades.
- B. The roofing work shall be performed by an installer authorized by the roofing system manufacturer.
- C. Contractor shall investigate the support framing and the conditions under which decking work is to be performed. Any unsatisfactory conditions shall be addressed prior to starting this work.

3.02 **INSTALLATION**

- A. Decking shall be oriented perpendicular to the framing members.
- B. Side seams shall be tight fitting and secured together in accordance with the Contract Documents.
- C. No damaged pieces of decking shall be installed.

END OF SECTION

SECTION 07411 METAL ROOF PANELS

PART 1: GENERAL

1.01 SUMMARY

A. Section Includes: Factory-formed sheet metal roofing, including flashings and trim.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM A653/A653M Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
2. ASTM A792/A792M Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot Dip Process.
3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
4. ASTM D2247 Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
5. ASTM E1680 Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen.
6. ASTM E1646 Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.
7. ASTM G90 Standard Practice for Performing Accelerated Outdoor Weathering of Non-Metallic Materials Using Concentrated Natural Sunlight.
8. ASTM D 2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
9. ASTM D 4214 - Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films
10. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials
11. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.

12. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.

B. Underwriters Laboratories (UL):

1. UL 263 - Fire Tests of Building Construction and Materials.
2. 580 - Tests for Uplift Resistance of Roof Assemblies.
3. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.
4. UL 2218 - Impact Resistance of Prepared Roof Covering Materials.

C. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA);
"Architectural Sheet Metal Manual"

E. California Building Code

1.03 **ADMINISTRATIVE REQUIREMENTS**

A. Pre-installation Meetings:

1. Schedule meeting to discuss roof project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements before start of work onsite.
2. Required attendees: Contractor, metal deck & roof installer, and any other subcontractors who have equipment penetrating the roof or work that requires roof access or traffic.

1.04 **SYSTEM DESCRIPTION**

A. Performance Requirements: Provide sheet metal roofing which has been manufactured, fabricated and installed to withstand structural and thermal movement, wind loading and weather exposure to maintain manufacturer's performance criteria without defects, damage, failure or infiltration of water.

1. Air infiltration: Maximum 0.06 cfm per lineal foot (0.33 m³/hr per linear meter) of seam at static pressure of 6.24 psf (3.0 kPa) when tested per ASTM E1680.
2. Water penetration:
 - a. No uncontrolled water penetration through the joints at a static pressure of 6.24 psf (3.0 kPa) when tested in accordance with ASTM E1646.
3. Fire rating: Class A
4. Uplift Tests:

- a. UL 580 Class 90
 - b. ASTM E 1592 (1.5", 2" & 3")
5. Class 4 Impact Resistance: UL 2218
 6. Fire Resistance: UL 263
 7. ICC-ES: ESL 1082

B. Finish Performance Requirements:

1. Two coat coil applied, baked on full strength (70% resin, PVF2) fluorocarbon coating consisting of a nominal 0.25 mil dry film thickness primer, and a nominal dry film thickness of 0.7 -0.8 mil color coat for a total 0.9 to 1.1 mil total system dry film thickness.
2. Color change and fade resistance: No cracking, peeling, blistering or loss of adhesion when tested in accordance with ASTM G23; color change, after removal of surface deposits such as dirt or chalk, maximum 5 NBS units.
3. Humidity resistance: No blistering, peeling or loss of adhesion after 1000 hours testing, in accordance with ASTM D2247.

1.05 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. Product Data: Submit manufacturer's product data for specified products.
- C. LEED Submittal Documentation:
 1. Product Test Reports for applicable sustainable sites credits: For roof panels, indicating that panels comply with solar reflectance index requirement.
 2. Product Data for applicable materials and resources credits: Indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Contractor to provide a statement indicating cost for each product having recycled content.
- D. Shop Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors and textures.
 1. Indicate layout of roofing panels and roof panel sizes, including custom-fabricated roofing panels if indicated; indicate each item of trim and accessories.
 2. Indicate in detailed drawings profile and gauge of interior and exterior sheets, and locations and types of fasteners; indicate locations, gauges, shapes and methods of attachment of roofing panels, trim and accessory items.
 3. Include Sealant location and denote those that are factory and field applied.

4. Indicate products/materials required for construction activities and field worked conditions of this section not supplied by manufacturer of products of this section.
- E. Samples: Submit selection and verification samples for finishes, colors and textures.
1. Selection Samples: For each product requiring color selection, 2 sets of manufacturer's sample chips representing full range of colors and finishes available.
 2. Verification Samples: For each color and finish selected, 2 chips indicating match to selected color and finish.
- F. Warranties:
1. Substrate Warranty
 2. Finish Warranty
 3. Weather Tightness Warranty (if applicable)
- G. Test and Evaluation Reports: Showing compliance with specified performance characteristics and physical properties.
- H. Quality Assurance Submittals: Submit the following:
1. Contractor Certificates: Contractor's certification that:
 - a. Manufacturer of products of this section meets specified qualifications.
 - b. Installer of products of this section meets specified qualifications.
 2. Manufacturer Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and physical requirements.
 3. Manufacturer's Instructions: Manufacturer's installation instructions.
 4. Manufacturer's Field Reports: Manufacturer's field reports if required.
- I. Closeout Submittals: Submit the following:
1. Warranty: Warranty documents specified herein.
- J. Buy American Certification: Manufacturer's letters of compliance indicating supplied products comply with requirements.

1.06 **QUALITY ASSURANCE**

A. Manufacturer Qualifications:

1. Provider of "hands on" installer training at manufacturer or customer facility.
2. Minimum of ten years' experience in manufacturing metal roof systems.

3. Provider of product produced in a permanent factory environment with fixed roll-forming equipment and also possesses the capability to roll form continuous panels on jobsites with a factory technician for jobs with panel lengths in excess of 50'

B. Installer Qualifications:

1. At least five years' experience in the installation of structural standing seam metal roof panels.
2. Experience on at least five projects of similar size, type and complexity as this project that have been in service for a minimum of two years with satisfactory performance of the roof system.
3. Employer of workers for this project who are competent in techniques required by manufacturer for installation indicated and who shall be supervised at all times when material is being installed.
4. Certificate: When requested, submit certificate indicating qualification.

C. Buy American Compliance: Materials provided under Work of this Section shall comply with the following requirements:

1. Buy American Act of 1933 BAA-41 U.S.C §§ 10a – 10d.
2. Buy American provisions of Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA).

1.07 **DELIVERY, STORAGE & HANDLING**

A. General: Comply with Division 1 Product Requirements Sections.

1. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Identify fabricated components with UL 90 label where appropriate.

C. Delivery and Acceptance Requirements: Ensure all panels are received in good condition. In cases where damage is visible, note all paperwork; inform architect and project superintendent.

D. Packing, Shipping, Handling and Unloading:

1. Roofing panels to be crated to protect panels from shipping damage.
2. Package trim and accessories in waterproof wrapping paper.

E. Storage and Protection: Store materials protected from exposure to harmful conditions. Store material in dry, above-ground location.

1. Stack prefinished material to prevent twisting, bending, abrasion, scratching and denting. Elevate one end of each skid to allow for moisture runoff.
2. Store products of this section in manufacturer's unopened packaging until installation of products
3. Maintain dry, heated storage area for products of this section until installation of products.
4. Remove strippable plastic film before storage under high-heat conditions.

1.08 PROJECT CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.
- B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed in accordance with manufacturers' written instructions and warranty requirements.

1.09 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
 1. Panel Material: Furnish manufacturers 25 year warranty covering the panel against rupture, structural failure, or perforation.
 2. Panel Coating: Furnish manufacturer's 40-year warranty covering cracking, checking, and peeling, and 30 year warranty covering fade and chalk on the Two coat coil applied, baked on full strength (70% resin, PVF2) fluorocarbon coating.
 - a. Manufacturer's warranty may exclude surface deterioration due to physical damage and corrosive environments.
- B. Special Warranty: Installer's standard form in which installer agrees to repair or replace panels that fail due to poor workmanship or faulty installation within the specified warranty period.
 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2: PRODUCTS

2.01 METAL ROOF PANELS

- A. Manufacturer: McElroy Metal, Inc.

1. Contact: 1500 Hamilton Rd., Bossier City, LA 71111; Telephone: (800) 950-6531; Fax: (318) 747-8099; E-mail: info@mcelroymetal.com; website: www.mcelroymetal.com.
2. Proprietary Products: McElroy Metal Preformed Sheet Metal Roofing Panels.

B. Substitutions:

1. Basis of Design Product: Subject to compliance with requirements provide McElroy Metal Medallion Lok
2. Substitution Limitations
 - a. Requests for approval must be submitted in writing at least ten (10) days prior to bid date, and are accompanied by all related test reports and design calculations listed in section 1.4 and Design and Performance criteria Section 2.2.
 - b. Substitute manufacturers will be approved by written addendum to all bidders. Voluntary alternates will not be considered. Substitutions will not be permitted after the bid date of this project.
 - c. Roof panels proposed for substitution shall fully comply with specified requirements in appearance, assembly, and performance.

- C. Forming: Use continuous end rolling method. No end laps are permitted on panels without architect approval. No portable rollforming machines will be permitted on this project, no installer—owner or installer-rented machines will be permitted. It is the intent of the Architect to provide factory-manufactured panel systems only for this project.

2.02 MANUFACTURED UNITS

A. McElroy Metal Medallion-Lok Panels:

1. Profile: Vertical leg standing seam panel with male/female seams that are interlocked via snapping during installation.
2. Size: 1.75” high seam by 16” width; Length as indicated on drawings.
3. Panel Surface: Striated
4. Material: Galvalume steel sheet conforming to ASTM A792, AZ55 coating for bare; AZ50 coating for painted; 24 standard gauge sheet thickness.

2.03 METAL ROOF PANEL ACCESSORIES

- A. General: Provide complete metal roof panel assembly incorporating trim, copings, fasciae, gutters and downspouts, and miscellaneous flashings. Provide required fasteners, closure strips, support plates, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.

- C. Panel Clips: ASTM A 653/A 653M, G90 (Z180) hot-dip galvanized zinc coating, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.
- D. Panel Fasteners: Self-tapping screws and other acceptable corrosion-resistant fasteners recommended by roof panel manufacturer. Where exposed fasteners cannot be avoided, supply fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.
- E. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
 - 1. Factory-Applied Seam Sealant: Manufacturer's standard hot-melt type.
 - 2. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
 - 3. Concealed Joint Sealant: Non-curing butyl, AAMA 809.2.
- F. Steel Sheet Miscellaneous Framing Components: ASTM C 645, with ASTM A 653/A 653M, G60 (Z180) hot-dip galvanized zinc coating.

2.04 FABRICATION

- A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Fabricate metal panel joints configured to accept factory-applied sealant providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.
- C. Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate.

2.05 FINISHES

- A. Two coat coil applied, baked on full strength (70% resin, PVF2) fluorocarbon coating consisting of a nominal 0.25 mil dry film thickness primer, and a nominal dry film thickness of 0.7 -0.8 mil color coat for a total 0.9 to 1.1 mil total system dry film thickness. Finish to be selected from manufacturer's standard color selection. The back side of the material should be 0.25 mil primer and a 0.25 mil polyester wash coat.
 - 1. Roof Panel Color:
 - a. City to Select from full range of manufacturer's standard colors.
 - 2. Roof Related Trim/Accessories Color:

- b. City to select from full range of manufacturer's standard colors.

2.06 SOURCE QUALITY

- A. Source Quality: Obtain metal panel products from a single manufacturer.
- B. Quality Control: Obtain standing seam metal roof panels, trim and other accessories from a manufacturer capable of providing on-site technical support and installation assistance.

PART 3: PART 3 EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, recommendations and installation instructions for substrate verification, preparation requirements and installation.
 - 1. Strippable Film: Remove manufacturer's protective film, if any, from surfaces of roofing panels.
- B. Site Verification of Conditions: Verify substrate conditions, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.
 - 1. Verification of Conditions:
 - a. Panel support systems are ready for construction activities of this section and within specified tolerances.
 - b. Rough-in utilities are in correct locations.
 - 2. Installer's Examination:
 - a. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
 - b. Transmit 2 copies of installer's report to Architect within 24 hours of receipt.
 - c. Delay construction activities of this section until unacceptable conditions have been corrected.
 - d. Beginning construction activities of this section indicates installer's acceptance of conditions.

3.02 PREPARATION

- A. Coordination: Coordinate metal roofing with other work to provide a noncorrosive and leak-proof installation.
 - 1. Install substrate boards, hat channels, purlins, or furring channels in accordance with manufacturer's recommendations.

2. Coordinate work, with installation of other associated work, to ensure quality application.
3. Coordinate work with installation of associated metal flashings and building walls.
4. Coordinate work to minimize foot traffic and construction activity on installed finished surfaces.
5. Coordinate location of pipe penetrations to allow centering of pipe in panel.
6. Coordinate location of roof curbs, to allow proper integration with roof panel.
7. Coordinate work to minimize foot traffic and construction activity on installed finished. surfaces.
8. Dissimilar Metals: Prevent galvanic action of dissimilar metals.

3.03 INSTALLATION

- A. General: Install metal roofing panels to profiles, patterns and drainage indicated and required for leak-proof installation. Provide for structural and thermal movement of work. Seal joints for leak-proof installation.
1. Shim or otherwise plumb substrates receiving metal panels.
 2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws.
 3. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
 4. Install screw fasteners in predrilled holes for clip installation.
 5. Locate and space fasteners in uniform vertical and horizontal alignment.
 6. Install flashing and trim as metal panel work proceeds.
 7. Install continuous length panels.
 8. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws.
 9. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 10. Provide weathertight EPDM Flashing for pipe- and conduit-penetrating panels.
 11. Seams: Provide uniform, neat seams.
 12. Fix panels at location depicted on reviewed shop drawings.
 13. Allow for required panel clearance at penetrations for thermal movement.
 14. Align pipe penetrations to occur at center of roof panel. Report and have corrected improperly placed penetrations before proceeding with panel installation. Remove and replace roof panels which have improperly placed penetration flashings.
 15. Allow for required panel clearance at penetrations for thermal movement.
 16. Fasteners: Conceal fasteners where possible in exposed work. Cover and seal fasteners and anchors for watertight and leak-proof installation.
 17. Sealant-Type Joints: Provide sealant-type joint where indicated. Form joints to conceal sealant. Comply with Division 7 Joint Sealants Section for sealant installation.

B. Roofing Installation:

1. Install roofing plumb, true and in correct alignment with structural framing, in accordance with shop drawings and manufacturer's printed installation instructions.
2. Install roofing using manufacturer's concealed fastening system or non-corroding fasteners color-matched to panel.
3. Install trim using concealed fasteners where possible; sight-exposed non-corroding fasteners color-matched to trim are permitted on vertical surfaces only.

C. Installation Tolerances:

1. Variation from Plumb: Maximum 1/8" (3.2 mm) in 20 feet (6.096 m).
2. Variation from Level: Maximum 1/8" (3.2 mm) in 20 feet (6.096 m).
3. Variation from True Plane: Maximum 1/4" (3.2 mm) in 20 feet (6.096 m).

D. Underlayment Installation

1. Underlayment to be supplied by metal roof panel manufacturer.
2. Self-adhered High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 40 mils thick adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
3. Thermal Stability: Stable after testing at 240 degree F; ASTM D1970.
4. Low-Temperature Flexibility: Passes after testing at minus 20 degree F; ASTM D1970.
5. Supplied by metal roof panel manufacturer.

E. Accessory Installation: Install accessories using techniques recommended by manufacturer and which will assure positive anchorage to building and weathertight mounting. Provide for thermal movement. Coordinate installation with flashings and other components

1. Substrate boards
 - a. General: As indicated in the Drawings

F. Flashing and Trim Installation: Comply with performance requirements, manufacturer's written installation instructions, and the SMACNA "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and install units to true level. Install work with laps, joints, and seams that will be permanently watertight.

G. Metal Roof Curbs: .063 minimum thickness welded aluminum, or 18 gauge minimum welded stainless steel, factory-insulated, with integral cricket, and designed to fit roof panel module, sized to meet specification.

3.04 **FIELD QUALITY REQUIREMENTS**

- A. Site Tests: (Post-Installation Testing): Owner reserves right to perform post-installation testing of installed metal panel installation.

3.05 **CLEANING**

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas.
- B. Repair or replace damaged installed products.
- C. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.
- D. Remove construction debris from project site and legally dispose of debris.
- E. Remove strippable coating and perform dry wipe-down cleaning of panels as erected.

3.06 **PROTECTION**

- A. Protection: Protect installed product's finish surfaces from damage during construction:
 - 1. Protect installed products from damage by subsequent construction activities.
 - 2. Replace products having damage other than minor finish damage.
 - 3. Repair products having minor damage to finish in accordance with panel Manufacturer's recommendation
 - 4. Architect shall be sole judge of acceptability of repair to damaged finishes; replace products having rejected repairs

END OF SECTION

SECTION 07620 SHEET METAL FLASHING AND TRIM

PART 1: GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counter flashings.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012).
- E. CDA A4050 - Copper in Architecture - Handbook; current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with Five years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2: PRODUCTS

3.01 SHEET MATERIALS

- A. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239 inch) (0.61 mm) thick base metal.
- B. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's custom colors.

3.02 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant to be Concealed in Completed Work: Non-curing butyl sealant.
- E. Sealant to be Exposed in Completed Work: 1; elastomeric sealant, 100 percent silicone with minimum movement capability of plus/minus 25 percent and recommended by manufacturer for substrates to be sealed; clear.
- F. Plastic Cement: 1, Type I.

3.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

PART 3: EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.

3.04 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

SECTION 07900 JOINT SEALERS

PART 1: GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.

1.02 REFERENCE STANDARDS

- A. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- E. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2005 (Reapproved 2010).
- F. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with other sections referencing this section.

1.04 SUBMITTALS

- A. Product Data: Provide data indicating sealant chemical characteristics.
- B. Manufacturer's Installation Instructions: Indicate special procedures.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- C. Applicator Qualifications: Company specializing in performing the work of this section with minimum three years documented experience and approved by manufacturer.

1.06 MOCK-UP

- A. Construct mock-up with specified sealant types and with other components noted.

- B. Mock-up may remain as part of the Work.

1.07 **FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.08 **WARRANTY**

- A. Correct defective work within a five year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2: PRODUCTS

2.01 **MANUFACTURERS**

- A. Gunnable and Pourable Sealants:
 - 1. Adhesives Technology Corporation: www.atc.ws.
 - 2. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
 - 3. Bostik Inc: www.bostik-us.com.
 - 4. ARDEX Engineered Cements: www.ardexamericas.com.
 - 5. Dow Corning Corporation: www.dowcorning.com.
 - 6. Hilti, Inc: www.us.hilti.com.
 - 7. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.
 - 8. Pecora Corporation: www.pecora.com.
 - 9. The QUIKRETE Companies: www.quikrete.com.
 - 10. Tremco Global Sealants: www.tremcosealants.com.
 - 11. Sherwin-Williams Company: www.sherwin-williams.com.
 - 12. Sika Corporation: www.usa-sika.com.
 - 13. W.R. Meadows, Inc: www.wrmeadows.com.

2.02 **SEALANTS**

- A. Sealants and Primers - General: Provide products having volatile organic compound (VOC) content as specified in Section 016116.

- B. General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25 minimum; Uses M, G, and A; single component.
1. Color: To be selected by CITY from manufacturer's standard range.
 2. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.
 3. Polyurethane Products:
 - a. BASF Construction Chemicals-Building Systems; -: www.buildingsystems.basf.com.
 - b. Sherwin-Williams Company; Stampede-1/-TX Polyurethane Sealant: www.sherwin-williams.com.
 - c. Sherwin-Williams Company; Stampede 1H Hybrid Sealant: www.sherwin-williams.com.
 - d. Sherwin-Williams Company; Stampede 2NS Polyurethane Sealant: www.sherwin-williams.com.
 - e. Sika Corporation; Sikaflex-1a: www.usa-sika.com.
 - f. Sika Corporation; Sikaflex-15 LM: www.usa-sika.com.
 - g. Sika Corporation; Sikaflex-2c NS EZ Mix: www.usa-sika.com.
 - h. Substitutions: Approved equal.
- C. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
1. Color: To be selected by CITY from manufacturer's standard range.
 2. Applications: Use for:
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.

3. Products:
 - a. Sherwin-Williams Company; White Lightning 3006 Siliconized Acrylic Latex Caulk: www.sherwin-williams.com.
 - b. Sherwin-Williams Company; 850A Acrylic Latex Caulk: www.sherwin-williams.com.
 - c. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: www.sherwin-williams.com.
 - d. Sherwin-Williams Company; Bolt Quickdry Siliconized Acrylic Latex Caulk: www.sherwin-williams.com.
 - e. Sherwin-Williams Company; Powerhouse Siliconized Acrylic Latex Sealant: www.sherwin-williams.com.
 - f. Substitutions: Approved equal.

- D. Nonsag Tamper-Resistant Sealant: ASTM C920, Grade NS, Class 12-1/2, Uses M, G, and A; single or multi- component.
 1. Type: Polyurethane.
 2. Color: To be selected by CITY from manufacturer's standard range.
 3. Applications: Use for the following joints in secure areas.
 - a. Interior wall and ceiling control joints.
 - b. Joints between door and window frames and wall surfaces.
 - c. Other interior joints for which no other type of sealant is indicated.
 4. Products:
 - a. Pecora Corporation; DynaFlex Flexible Polyurethane Security Sealant: www.pecora.com.
 - b. Pecora Corporation; DynaFlex SC Polyurethane STPU Security Sealant: www.pecora.com.
 - c. Substitutions: Approved equal.

- E. Acoustical Sealant for Concealed Locations:
 1. Composition: Acrylic latex emulsion sealant.
 2. Applications: Use for concealed locations only:

- a. Sealant bead between top stud runner and structure and between bottom stud track and floor/concrete slab.
- 3. Products:
 - a. Hilti, Inc.; CP 506 Smoke and Acoustical Sealant: www.us.hilti.com.
 - b. Hilti, Inc.; CP 572 Smoke and Acoustical Spray Sealant: www.us.hilti.com.
 - c. Substitutions: Approved equal.
- F. Self-leveling or Non-sag Silicone Sealant: ASTM D5893, Type S, Grade NS or P, Class 100/50 minimum; Uses T, A, G, M, O; single component, neutral curing, non-bleeding.
 - 1. Color: To be selected by CITY from manufacturer's standard range.
 - 2. Products:
 - a. Sika Corporation; Sikasil 728NS: www.usa-sika.com.
 - b. Sika Corporation; Sikasil 728SL: www.usa-sika.com.
 - c. Substitutions: Approved equal.
- G. Nonsag Hybrid Silicone Sealant: ASTM C920, Type S, Grade NS, Class 50, Uses NT, A, G, M, O; single component, moisture-cured, non-sagging, non-bleeding.
 - 1. Color: White.
 - 2. Movement Capability: Plus 50 percent, minus 50 percent.
 - 3. Products:
 - a. Sika Corporation; SikaHyflex-150 LM: www.usa-sika.com.
 - b. Substitutions: Approved equal.

2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3: EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.
- E. Exposed Concrete Joints: Test joint filler in inconspicuous area of concrete. Verify specified product does not stain or discolor concrete.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.
- H. Concrete Joint Filler: Install concrete joint filler per manufacturer's written instructions. After joint filler is fully cured, shave joint filler flush with top of concrete.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

**SECTION 15870
EXHAUST VENTILLATION FAN**

PART 1: GENERAL

1.01 SCOPE OF WORK

Contractor shall furnish and install the roof mounted exhaust ventilation fan, thermostat, and all related electrical and controls as required herein and elsewhere to provide a complete working exhaust ventilation system.

1.02 REFERENCES

ANSI/AMCA 210	Laboratory Methods of Testing Fans for Rating.
ANSI/AMCA 330	Laboratory Methods of Testing In-Duct Sound Power Measurement Procedure for Fans.
ANSI/AFBMA 9	Ball Bearings, Load Ratings and Fatigue Life for.
ANSA/AFBMA 11	Roller Bearings, Load Ratings and Fatigue Life for.
AMCA 300	Test Code for Sound Rating.
AMCA 301	Methods for Calculating Fan Sound Ratings from Laboratory Test Data.
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.

1.03 SUBMITTALS

- A. Product catalogue cut sheets indicating selected size, application, materials of construction, and options.
- B. Manufacturer's installation instructions.
- C. Operation and Maintenance information in accordance with Section 01730 "Operating and Maintenance Manual".
- D. Submit in accordance with Front End documents.

PART 2: MATERIALS

2.01 ROOF VENTILLATION FAN

- A. The direct drive centrifugal roof exhaust fan shall have the following performance: 2,500 cfm @ 0.125 SP, 3/4 hp, 1495 RPM, 115 volts, 60 hertz single phase motor.

- B. Fans shall be listed by UL and rated in accordance with AMCA and bear the AMCA certified rating seal.
- C. The fan housing shall be constructed of spun aluminum. The fan wheels shall be backward inclined, centrifugal type (non-overloading) and constructed of aluminum. The fan shall be provided with single piece windband. Each wheel shall be statically and dynamically balanced. The bearing and drive components shall be isolated from the air stream. The motor cover shall be easily removed for service.
- D. Motors shall be located out of the air stream with a aluminum motor cover. Fan shafts shall be ground, and polished steel sized so that the first critical speed is at least 25% over the maximum operating speed. The unit shall be provided with heavy duty pillow block bearings that are 100% factory tested and are designed for all handling applications with a minimum (L50) life more than of 500,000 hours.
- E. The drive shall be sized for a minimum of 150% of drive horsepower. The unit shall be provided with a NEMA 1 disconnect switch. A disconnect device/switch shall be factory installed and wired from the fan motor to the motor compartment.
- F. The unit shall be coated per the manufacturer's recommendations.

2.02 CONTROL

- A. Ventilator shall be controlled by a remote programable thermostat.
- B. If thermostat location is not shown on Plans, Contractor shall propose a location, submit, and obtain approval for the location at no additional cost.

2.03 PAINTING

Paint exposed surfaces of fans per Section 09900, "Painting and Coating".

2.04 ACCEPTABLE MANUFACTURERS

Greenheck Model No. 140 CUBE
Approved equivalent

PART 3: EXECUTION

3.01 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original unopened containers and packaging, with labels clearly indicating manufacturer, material, products included and location of installation.
- B. Store materials in a dry area indoors, protected from damage and in accordance with manufacturer's instructions. For long term storage follow manufacturer's installation, operations, and maintenance manual.

- C. Handle and lift fans in accordance with the manufacturer's instructions. Protect materials and finishes during handling and installation to prevent damage. Follow all safety warning posted by the manufacturer.
- D. Protect equipment from dust and atmospheric exposure.
- E. Provide temporary closures for equipment openings designed for air flow.

3.02 EXAMINATION

- A. Take measurements and verify dimensions to ascertain fit of installation.
- B. Ascertain that support and openings are correctly located.

3.03 PREPARATION

Before installation remove dust and debris from equipment and ducts. During installation and until equipment is operated, protect equipment and ducts from dust and debris by covering openings.

3.04 INSTALLATION

- A. Adjust alignment of ducts where necessary to resolve conflicts with architectural features or to resolve conflicts with the work of other trades.
- B. Install and wire unit fans and controls in accordance with manufacturer's recommendations.

3.05 FIELD QUALITY CONTROL

- A. Test equipment and installation to verify that tightness, operation, and unit vibration is within manufacturer's submitted limits.
- B. Test equipment performance for air flow.

END OF SECTION

SECTION 16010 GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This section includes general requirements for materials and installation of the electrical system.
- B. The Contractor shall furnish all labor, supervision, tools, equipment, and materials necessary for a tested and working electrical system as indicated on the Plans and hereinafter specified. All systems shall be electrically connected into a complete and fully operational and tested system made ready for satisfactory use. The electrical system shall include all items not specifically mentioned in these Specifications or indicated on the Drawings or accepted Shop Drawings, but which are obviously necessary to make a complete working installation, at no additional cost to the Owner
- C. The electrical plans are diagrammatic, approximately to scale. However, they shall not be used for exact locations. The Contractor shall verify all dimensions from the detailed drawings and approved shop drawings and shall coordinate these dimensions with the actual field conditions. Actual distances, locations, and elevations shall be governed by field conditions.

1.02 SUBMITTALS

- A. Complete fabrication, assembly, and installation drawings; wiring and schematic diagrams; and details, specifications, and data covering the materials used and the parts, devices, and accessories forming a part of the equipment furnished shall be submitted in accordance with the submittal section.
- B. Submittal data shall be grouped and submitted in three separate stages. The submittal for each stage shall be substantially complete. Individual drawings and data sheets submitted at random intervals will not be accepted for review. Equipment tag numbers indicated on the contract drawings shall be referenced in submittals where applicable. Submittal data for multifunctional instruments shall include complete descriptions of the intended functions and configurations of the instruments.
 - 1. First-Stage Submittal:
 - a. Product catalog cut sheets clearly marked to show the model number, optional features, and intended service of the device; and
 - b. A detailed list of any exceptions, functional differences, or discrepancies between the supplier's proposed system and the contract requirements.
 - 2. Second-Stage Submittal:
 - a. Complete panel fabrication drawings and details of panel wiring, piping, and painting. Panel and subpanels drawings shall include overall dimensions, metal thickness, door swing, mounting details, and front of panel

arrangement to show general appearance, with spacing and mounting height of instruments and control devices.

- b. System wiring and installation drawings for all interconnection wiring between components of the systems furnished and for all interconnecting wiring between the related equipment and the equipment furnished under this section. Wiring diagrams shall show complete circuits and indicate all connections.
 - c. If panel terminal designations, device interconnections, device features and options, or other features are modified as a result of the fabrication process or factory testing, revised drawings shall be resubmitted.
 - d. At the supplier's option and for projects with very few fabrication drawings, the first-stage and second-stage submittals may be combined.
3. Third-Stage Submittal:
- a. Complete system documentation, in the form of operation and maintenance manuals, shall be provided. Manuals shall include complete product instruction books for each item of equipment furnished.
 - b. Where instruction booklets cover more than one specific model or range of instrument, product data sheets shall be included which indicate the instrument model number, calibrated range, and all other special features. A complete set of "as-built" wiring, fabrication, and interconnection drawings shall be included with the manuals.
- C. Submit AutoCAD (latest version) format digital drawing files for all shop drawings in addition to hard copy requirements.
- D. Short Circuit, Coordination and Arc Flash Study Report

1.03 REGULATORY AGENCIES AND STANDARDS

- A. Regulatory Agencies: Installations, materials, equipment, and workmanship shall conform to the applicable provisions of the following agencies (latest version):
1. American National Standards Institute (ANSI)
 2. American Society of Testing and Materials (ASTM)
 3. Institute of Electrical and Electronics Engineers (IEEE)
 4. Insulated Cable Engineers Association (ICEA)
 5. International Electrical Testing Association (NETA)
 6. National Electrical Contractors Association (NECA)
 7. National Electrical Manufacturers Association (NEMA)
 8. National Fire Protection Association (NFPA)
 9. State Department of Industrial Safety (CAL/OSHA)

10. Underwriters' Laboratories (UL)
 - a. Materials, appliances, equipment, and devices shall conform to the applicable UL standards. The label of, or listing by UL is required wherever applicable.
 11. Local authorities having lawful jurisdiction pertaining to the work required.
- B. Standards: Where referenced in these specifications or on the drawings, the latest publications and standards shall apply:
1. NFPA 70 National Electrical Code (NEC)
 2. California Building Code (CBC)
- C. In case of difference between the building codes, Drawings, Specifications, state law, local ordinances, industry standards, utility company regulations, fire insurance carrier's requirements, and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of such differences.

1.04 QUALITY ASSURANCE

- A. Materials, appliances, equipment, and devices shall conform to the applicable Underwriters' Laboratories, Inc. (UL) standards. The label of, or listing by, UL is required for all electrical equipment.
- B. Installation of all electrical work shall be in conformance with the requirements specified herein and the latest edition, at the time of bid, of the following:
1. NFPA 70, National Electrical Code (NEC)
 2. State of California Construction Safety Order (CAL/OSHA)
 3. ANSI C2, National Electrical Safety Code (NESC)
 4. Applicable codes of local authorities having lawful jurisdiction pertaining to the work required.

1.05 WARRANTIES

- A. Prior to final payment, compile manufacturer's written warranties for each major piece of equipment and develop a summary table identifying the date the piece of equipment were turned over to the Owner and the date the warranty expires. Include warranties and summary table with warranty letter to the Owner.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All materials and equipment shall be suitable for the location for which they are installed in.
- B. Similar materials and equipment shall be the product of a single manufacturer.
- C. Provide only products which are new, undamaged, and in the original cartons or containers.

- D. Materials and equipment shall be the standard products of manufacturers regularly engaged in the production of such materials and shall be the manufacturer's current design.
- E. Materials and equipment shall be suitable for storage, installation, and operation in an ambient of 0°C to 50°C except where more stringent conditions are stated in individual equipment specifications.
- F. Electrical equipment and panels shall be factory finished with manufacturer's standard primer and enamel topcoats, unless stated otherwise in the individual equipment specifications. Provide 1 pint of the equipment manufacturer's touchup paint per 500 square feet of painted surface for repair of damaged enamel topcoats.

2.02 OPERATION, MAINTENANCE, AND REPAIR MANUALS

- A. The organization of the initial submittals as required by these contract documents shall be compatible to eventual inclusion as one volume of the operation, maintenance, and repair manuals.
- B. Prepare and submit to the Engineer six copies of operation manuals for preliminary review. When the Engineer is satisfied that these are complete and properly prepared, six final sets shall be delivered to the Owner.
- C. The complete operation manual shall contain all the information included in the preliminary equipment submittal, the detailed installation submittal, programming instructions, instructions for ordering replacement parts, and the additional information required herein, all bound in hard-cover binders and arranged for convenient use including tab sheets, all indexed and cross referenced, and all final as-built drawings.
- D. The operation manuals shall contain:
 - 1. Operating instructions written for the benefit of plant operating personnel for normal operational conditions;
 - 2. Calibration and maintenance instructions;
 - 3. Troubleshooting instructions; and
 - 4. Instructions for ordering replacement parts.

2.03 AS-BUILT DRAWINGS

- A. As-built drawings shall be submitted at the completion of work, which depict the final configuration of all installed equipment. All shop drawings shall be updated by the originator to "as-built" status. As-built drawings shall be provided to the Owner in both hard copy and digital formats. Digital format shall be AutoCAD (latest edition).
- B. The Contractor shall clearly indicate on as-built plans the following information:
 - 1. Locations and routing of all underground conduits exactly as installed.
 - 2. Forming, cabling, and identification of all power and control circuits within pull boxes and terminal boxes.
 - 3. All changes and/or deviations in locations, routing, or dimensions or additions to any part of the electrical work.

4. Interior views of each pull box identifying each conduit entrance by conduit number.
5. Complete and accurate wiring, schematic, and interconnecting wiring diagrams for all equipment supplied and all work performed.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The drawings indicate connections for typical equipment only. If the equipment furnished is different from what is shown, provide the modifications necessary for a safe and properly operating installation in accordance with the equipment manufacturer's recommendations.
- B. The drawings indicate diagrammatically the desired location and arrangement of outlets, conduit runs, equipment, and other items. Field determine exact location based on physical size and arrangement of equipment, finished elevations, and obstructions.
- C. Work or equipment not indicated or specified which is necessary for the complete and proper operation of the electrical systems shall be accomplished without additional cost to the Owner.

3.02 PERFORMANCE TESTS

After the electrical installation is complete, test it to demonstrate that the entire system is in proper working order and in accordance with the drawings and specifications.

- Equipment start-up and performance test requirements are provided in the Special Provisions.

END OF SECTION

SECTION 16050

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 SUMMARY

Includes conduit and equipment supports, nameplates, anchors, fasteners, wire markers, wall switches, and wall plates.

1.02 SYSTEM DESCRIPTION

- A. Identify Electrical components as follows:
 - 1. Nameplate for each electrical distribution and control equipment enclosure.
 - 2. Wire marker on both ends of each conductor at panelboard gutters, pull boxes, and outlet and junction boxes.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's catalog information for each wiring device.
- B. Product Data: Submit catalog data showing products with specified features.
- C. Product Data: Submit dimensions, ratings, and performance data.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Drawings are diagrammatic only. Do not scale the electrical drawings for locations of any electrical, architectural, structural, civil, or mechanical items or features.
- B. Locate and install anchors, fasteners, and supports in accordance with NECA-1 "Standard Practice of Good Workmanship in Electrical Construction."
- C. Fabricate supports from nonmetallic members whenever possible. If loads warrant steel support, corrosion resistant stainless-steel members shall be used.

END OF SECTION

SECTION 16073 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases and equipment pads.

1.02 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.

1.03 ACTION SUBMITTALS

- A. Product Data: For steel 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. Equipment supports.

1.04 INFORMATIONAL SUBMITTALS

- A. Welding certificates

1.05 **QUALITY ASSURANCE**

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

PART 2 - PRODUCTS

1.01 **SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS**

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following or equal:
 - a. Allied Tube & Conduit
 - b. Cooper B-Line, Inc.; a division of Cooper Industries
 - c. Thomas & Betts Corporation
 - d. Unistrut; Tyco International, Ltd.
 - 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. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. 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.

- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
- G. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - 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. Hilti Inc.
 - b. ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - c. MKT Fastening, LLC.
 - d. Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit
- H. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - 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. Cooper B-Line, Inc.; a division of Cooper Industries
 - b. Hilti Inc.
 - c. ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - d. MKT Fastening, LLC.
- I. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
- J. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
- K. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.

L. Toggle Bolts: All-steel springhead type.

M. Hanger Rods: Threaded steel.

1.02 **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

1.01 **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 RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.

C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit.

1.02 **SUPPORT INSTALLATION**

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

B. 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.

C. 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 thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches 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.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

1.03 **INSTALLATION OF FABRICATED METAL SUPPORTS**

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

1.04 **PAINTING**

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 16075 ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SYSTEM DESCRIPTION

- A. Identify Electrical components as follows:
1. Nameplate for each electrical distribution and control equipment enclosure.
 2. Wire marker on both ends of each conductor at panelboard gutters, pull boxes, and outlet and junction boxes.

1.03 REFERENCES

- 29 CFR 1910.144 Safety Color Code for Marking Physical Hazards
- 29 CFR 1910.145 Specifications for Accident Prevention Signs and Tags
- ANSI A13.1 Scheme for the Identification of Piping Systems
- ANSI Z535.1 Safety Colors
- ANSI Z535.2 Environmental and Facility Safety Signs
- ANSI Z535.3 Criteria for Safety Symbols
- ANSI Z535.4 Product Safety Signs and Labels
- ANSI Z535.5 Safety Tags and Barricade Tapes (for Temporary Hazards)

1.04 **ACTION SUBMITTALS**

Product Data: For each electrical identification product indicated.

1.05 **QUALITY ASSURANCE**

- A. Comply with ANSI A13.1.
- 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.

PART 2 - PRODUCTS

2.01 **NAMEPLATES**

- A. Product Description: Engraved three-layer laminated plastic nameplate, white letters on black background.
- B. Letter Size:
 - 1. 1/8 inch letters for identifying individual equipment and loads.
 - 2. 1/4 inch letters for identifying grouped equipment and loads.

2.02 **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. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Pre-printed, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pre-tensioned, 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.

- E. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Write-On Tags: Polyester tag, 0.015 inch 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.

2.03 **ARMORED AND METAL-CLAD 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. Cable identification shall be placed at each end of the cable.
- C. Colors for Raceways Carrying Circuits at 600 V and Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage and system or service type.
- D. 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.
- E. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.04 **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. Cable identification shall be placed at each end of the cable.
- C. 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.
- D. Write-On Tags: Polyester tag, 0.015 inch 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 long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

2.05 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches 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. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Wire Markers: Tubing type wire markers with circuit or control wire number permanently stamped or printed.
- E. Write-On Tags: Polyester tag, 0.015 inch 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.

2.06 FLOOR MARKING TAPE

2-inch wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.07 UNDERGROUND-LINE WARNING TAPE (NOT APPLICABLE)

2.08 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. 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.
- C. 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 grommets in corners for mounting.

3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
 2. 1/4-inch grommets in corners for mounting.
 3. Nominal size, 10 by 14 inches.
- E. 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."
 3. Arc-flash warning signs and protective PPE requirement if any.

2.09 INSTRUCTION SIGNS

- A. Coordinate this article with Drawings.
- B. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch 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.
- C. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- D. 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. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.10 EQUIPMENT IDENTIFICATION LABELS

- A. 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. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. 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.

- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.11 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. 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

3.01 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Cable and wire identification shall be placed at each end for each section of the cable or wire.
- 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 maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- G. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
- H. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.02 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120V to ground: Install labels at 10-foot maximum intervals.

- B. 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.

- C. 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 ungrounded feeder and branch-circuit conductors.
 - a. Colors for 208-240/120V Circuits:
 - i. Phase A: Black.
 - ii. Phase B: Red.
 - iii. Neutral: White.
 - b. Colors for 208/120V Circuits:
 - i. Phase A: Black.
 - ii. Phase B: Red.
 - iii. Phase C: Blue.
 - iv. Neutral: White.
 - c. Color shall be factory applied for size 8 AWG and smaller. Color shall be factory applied or field applied for sizes larger than 8 AWG.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches 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.

- D. Install instructional sign including the color code for grounded and ungrounded conductors using adhesive-film-type labels.

- 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. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels or Baked-enamel warning signs.
1. Comply with 29 CFR 1910.145.
 2. Identify system voltage with black letters on an orange background.
 3. Apply to exterior of door, cover, or other access.
 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
- H. 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.
- I. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch high letters for emergency instructions at equipment used for power transfer.
- J. 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. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where two lines of text are required, use labels 2 inches high.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label or stenciled legend 4 inches high.

- c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
- d. 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.

END OF SECTION

SECTION 16120 LOW VOLTAGE WIRE AND CABLE

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 volts and less.
2. Connectors, splices, and terminations rated 600 volts and less.
3. Low voltage control cabling.
4. Control circuit conductors.
5. Shielded VFD power cable.

1.02 RELATED SECTIONS

Section 16010	General Electrical Requirements
Section 16130	Raceways and Boxes
Section 17010	Instrumentation and Controls Systems

1.03 REFERENCES

ANSI/UL 62	Flexible Cord and Fixture Wire
ANSI/UL 510	Insulating Tape
ASTM B3	Soft or Annealed Copper Wire
ASTM B8	Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft
NECA 1	Standard Practice of Good Workmanship in Electrical Construction
NEMA WC 5	Thermoplastic Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy
NEMA WC 55	Instrumentation Cables and Thermocouple Wire
NEMA WC 57	Control Cables
NEMA WC 70	Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy
UL 83	Thermoplastic-Insulated Wires and Cables

UL 486A-486B Wire Connectors

UL 486D Sealed Wire Connector Systems

1.04 ACTION SUBMITTALS

Product Data: For each conductor or cable type, indicate insulation material, conductor material, voltage rating, manufacturer and other data pertinent to the specific cable, such as type of shielding, number of conductors, and applicable standards.

1.05 INFORMATIONAL SUBMITTALS

- A. Source quality-control reports.
- B. Field quality control reports

1.06 CONDUCTOR APPLICATION

- A. Unless otherwise indicated, all conductors shall be stranded copper.
- B. Minimum Conductor Sizes:
 - 1. Power and Lighting Circuit Conductors: 12 AWG.
 - 2. Control Circuit Conductors:
 - a. Class 1 remote-control and signal circuits: 14 AWG.
 - b. Class 2 low-energy, remote-control, and signal circuits: 16 AWG.
 - c. Class 3 low-energy, remote-control, alarm, and signal circuits: 12 AWG.
- C. Feeders and Branch Circuits in Underground Conduit or concealed in ceilings, walls, partitions, and crawlspaces: Type THHN-2/THWN-2, single conductors in raceway.
- D. Exposed Feeders and Branch Circuits: Type XHHW-2, single conductors in raceway, Armored cable (Type AC), Metal-clad cable (Type MC), and Nonmetallic-sheathed cable (Type NM).
- E. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- F. GROUNDING: COMPLY WITH REQUIREMENTS IN SECTION 16060 "GROUNDING AND BONDING."

1.07 QUALIFICATIONS

- A. Company specializing in manufacturing products specified in this section with a minimum of 3 years documented experience.

PART 2 - PRODUCTS

2.01 POWER CIRCUIT WIRE AND CABLE

- A. Wire and cable shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 and UL 83 for Type THHN-2/THWN-2.
- D. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for armored cable, metal-clad cable, and nonmetallic-sheathed cable with ground wire.
- E. Acceptable Manufacturers: Subject to compliance with requirements, provide power circuit wire and cable by one of the following, or approved equal:
 - 1. General Cable
 - 2. Houston Wire & Cable Company
 - 3. Okonite
 - 4. Southwire

2.02 CONTROL CIRCUIT CONDUCTORS

- A. General: Control Circuit Conductors shall be stranded copper, 600 volts, Type TC rated for cable tray use. Cable shall be UL listed.
- B. Multi-Conductor Control Cable: Cable shall consist of multi-conductor 14 AWG color-coded copper conductors, type MC, cross-linked polyethylene (XLPE) insulation, listed for cable tray use, 90°C continuous rating, 130°C emergency rating, rated 600 volts, aluminum sheath, sunlight resistant, for cable tray use.
- C. Comply with UL 44.
- D. Acceptable Manufacturers: Subject to compliance with requirements, provide control circuit conductors by one of the following, or approved equal:
 - 1. Okonite, C-L-X Okoseal
 - 2. Belden CDT

2.03 LOW VOLTAGE SIGNAL CABLE

- A. Signal cable shall be provided for instrument signal transmission, alarm, communication and any circuit operating at less than 100 volts. Cables shall be color coded black and white (or clear) for pairs or black, white and red for triads. Circuit shielding shall be provided in addition to cable shielding. Circuits for type a and b signals as specified in Section 17010, shall be provided in compliance with the instrument manufacturer's recommendations.
- B. Single Analog Signal Cable: Cable shall consist of one pair or triad, 16 AWG conductors with 15 mils of 90 degree C polyvinylchloride (PVC) insulation, 4 mils

nylon conduit or jacket, twisted on a 2-inch lay, and covered with a 100 percent 1.35 mil aluminum-Mylar tape shield with 20 AWG 7-strand tinned copper drain wire and a 45 mil PVC jacket overall. Cable shall have corrugated aluminum sheath, be UL listed, Type TC, rated 300 volts.

- C. Multiple Analog Signal Cable: Cable shall consist of four or more pairs or triads which are made up of 16 AWG conductors with 15 mils of 90 degree C PVC insulation, 4 mils nylon jacket, twisted on a staggered lay 1-1/2 to 2-1/2 inches, and covered with a 100 percent 1.35 mil aluminum-Mylar tape shield with 22 AWG 7-strand tinned copper drain wire. Overall cable shield shall be 2.35 mil aluminum-Mylar tape with a 20 AWG 7-strand tinned copper drain wire. Cable shall have corrugated aluminum sheath, be UL listed, Type TC, 300 volts.
- D. Acceptable Manufacturers: Subject to compliance with requirements, provide low voltage signal cable by one of the following, or approved equal:
 - 1. Okonite, C-L-X Okoseal, TYPE P-OS/SP-OS rated 105C for CT
 - 2. Belden CDT

2.04 SHIELDED VFD POWER CABLE (N/A)

2.05 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- B. Solid Conductors: use 3M "Scotchlok", Ideal "Super Nut," Buchanan B-Cap, or equal.
- C. Stranded Conductors No. 8 and Larger: Use T & B "Lock-Tie" connectors, Burndy Versitaps and heavy-duty connectors, O.Z. solderless connectors, or equal.
- D. Control Wiring: Use crimp connectors with tools by same manufacturer and/or UL listed for connectors of all stranded conductors.
- E. Retighten bolt-type connectors 24 to 48 hours after initial installation and before taping. Tape connections made with noninsulated-type connectors with rubber type tape, one and one-half times the thickness of the conductor insulation, then cover with Scotch 33 tape.

PART 3 - EXECUTION

3.01 EXAMINATION

According to BICSI ITSIMM, telecommunications cables should be tested on receipt. Low-voltage wires and cables do not normally require testing before installation.

- A. Test cables on receipt at Project site.

3.02 PREPARATION

- A. Remove debris and moisture from the conduits, boxes, and cabinets prior to cable installation.
- 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.

3.03 INSTALLATION

- A. Comply with NECA 1 and NFPA 70.
- B. All wire and cable shall be installed in raceway unless otherwise noted. Complete raceway installation between conductor and cable termination points according to Section 16130 "Raceways and Boxes" prior to pulling wire and cable.
- C. Conceal cables not installed in raceway in finished walls, ceilings, and floors unless otherwise indicated.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 16073 "Hangers and Supports for Electrical Systems."
 - 1. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets and terminals.
 - 2. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 - 3. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii.
 - 4. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 - 5. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems. Monitor cable pull tensions.
 - 6. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.

3.04 REMOVAL OF WIRE AND CABLE

Remove abandoned wire and cable. Abandoned wires and cables are those installed that are not terminated at equipment and are not identified for future use with a tag.

3.05 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-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.06 IDENTIFICATION

- A. Identify and color-code wires and cables according to Section 16075 "Electrical Identification."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.07 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 16130 "Raceways and Boxes."

3.08 FIELD QUALITY CONTROL

- A. After installing wires and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
- B. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- C. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

3.09 SOURCE QUALITY CONTROL

- A. Cable will be considered defective if it does not pass tests and inspections.
- B. Prepare test and inspection reports.

END OF SECTION

SECTION 16130 RACEWAYS AND BOXES

PART 1: GENERAL

1.01 SUMMARY

A. Section Includes:

1. Conduit, tubing, and fittings
2. Wireways and auxiliary gutters
3. Surface raceways
4. Pull and junction boxes

1.02 RELATED SECTIONS

Section 16010 General Electrical Requirements

Section 16120 Low Voltage Wire and Cable

1.03 REFERENCES

ANSI C80.3 Electrical Metallic Tubing – Steel

ANSI C80.1 Electrical Rigid Steel Conduit

ANSI/SCTE 77 Specification for Underground Enclosure Integrity

NECA 1 Standard Practice of Good Workmanship in Electrical Construction

NECA 101 Standard for Installing Steel Conduits

NEMA FB 1 Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.

NEMA OS 1 Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.

NEMA OS 2 Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.

NEMA 250 Enclosures for Electrical Equipment (1000 Volts Maximum)

NEMA RN 1 Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit.

NEMA RV 3 Application and Installation Guidelines for Flexible and Liquidtight Flexible Metal Conduits

NEMA TC 2 Electrical Plastic Tubing and Conduit (EPC-40 and EPC-80)

NEMA TC 3 PVC Fittings for Use with Rigid PVC Conduit and Tubing

UL 5	Surface Metal Raceways and Fittings
UL 5A	Nonmetallic Surface Raceways and Fittings
UL 6	Electrical Rigid Metal Conduit – Steel
UL 50	Enclosures for Electrical Equipment, Non-Environmental Considerations
UL 94	Tests for Flammability of Plastic Materials for Parts in Devices and Appliances
UL 360	Liquid-Tight Flexible Metal Conduit
UL 514A	Metallic Outlet Boxes
UL 514B	Conduit, Tubing, and Cable Fittings
UL 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL 651	Standard for Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL 797	Electrical Metallic Tubing – Steel
UL 1773	Termination Boxes

1.04 **ACTION SUBMITTALS**

Product Data: For conduits, surface raceways, wireways, fittings, boxes, and hinged-cover enclosures.

1.05 **INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

1.06 **ABBREVIATIONS**

Abbreviations of conduit types used in this Section and on the Drawings are listed below.

GRS	Galvanized rigid steel conduit
EMT	Electrical metallic tubing

EPC-40-PVC	Electrical plastic conduit, schedule 40 PVC
FMC	Flexible metal conduit
LFMC	Liquid-tight flexible metal conduit
PCS	PVC coated rigid steel conduit
PVC	Polyvinyl chloride
RNC	Rigid nonmetallic conduit

1.07 **DELIVERY, STORAGE, AND HANDLING**

- A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
- B. Protect PVC and PCS conduit from sunlight.

1.08 **RACEWAY APPLICATION**

Apply raceway products as specified below unless otherwise indicated:

- A. Outdoors:
 - a. Exposed Conduit: GRS, PCS.
 - b. Connection to vibrating equipment, including transformers and hydraulic, pneumatic, electric solenoid, or motor driven equipment: LFMC.
 - c. Cabinets, Boxes, and Enclosures, above ground: NEMA 250, Type 3R.
- B. Indoors:
 - 1. Exposed, Not Subject to Physical Damage: PCS, GRS, EMT (for lighting only)
 - 2. Exposed and Subject to Physical Damage: PCS, GRS
 - 3. Concealed in Ceilings and Interior Walls and Partitions: GRS, EMT
 - 4. Connection to Vibrating Equipment, including transformers and hydraulic, pneumatic, electric solenoid, or motor driven equipment: LFMC.
 - 5. Damp or Wet Locations: PCS.
 - 6. Cabinets, Boxes, and Enclosures, above ground: NEMA 250, Type 1 for general indoor locations, Type 4 for damp or wet locations.
- C. Corrosive Locations, Indoors or Outdoors:
 - 1. Raceway: PCS
 - 2. Cabinets, Boxes, and Enclosures, above ground: NEMA 250, Type 4X stainless steel.
- D. Minimum Raceway Size: 3/4-inch.
- E. 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. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. EMT: Use setscrew, compression or steel cast-metal fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

G. Install surface raceways only where indicated on Drawings.

H. Do not use nonmetallic conduits for above ground installations.

I. Use PCS conduits for exposed conduits in vaults.

PART 2: PRODUCTS

2.01 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRS: Comply with ANSI C80.1 and UL 6.

Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:

- Allied Tube and Conduit
- Western Tube and Conduit
- Wheatland Tube Company

C. PCS:

1. Comply with NEMA RN 1.
2. Exterior Conduit Coating Thickness: 0.040 inch.
3. Interior Conduit Coating Thickness: 0.002 inch.
4. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
 - a. Perma-Cote
 - b. Robroy Industries
 - c. Thomas & Betts Ocal

D. Electrical metallic tubing (EMT) (For lighting):

1. Comply with UL 797, UL 5, and ANSI C80.3 and is zinc coated steel.

- E. Flexible metal conduit (FMC) (Not Applicable):
- F. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:
- AFC Cable Systems
 - Electriflex
 - Southwire
- G. Fittings for metal conduit: Comply with NEMA FB 1 and UL 514B.
1. Fittings for EMT:
 - a. Material: Steel or die cast.
 - b. Type: Setscrew or compression.
 2. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 3. Coating for PCS conduit fittings: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- H. Joint Compound for GRS: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.02 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1, Type 3R, Type 4 and Type 12 unless otherwise indicated, and sized according to NFPA 70.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- D. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.03 SURFACE RACEWAYS

- A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Surface Metal Raceways: PCS with snap-on covers complying with UL 5.
- C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.

2.04 **BOXES**

- A. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- B. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- C. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 pounds Outlet boxes designed for attachment of luminaires weighing more than 50 pounds shall be listed and marked for the maximum allowable weight.
- D. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- E. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- F. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.
- G. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1, Type 3R, Type 4 and Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- H. Hinged door in front cover with flush latch and concealed hinge.
- I. Key latch to match panelboards.
- J. Metal barriers to separate wiring of different systems and voltage.

PART 3: EXECUTION

3.01 **EXAMINATION AND PREPARATION**

- A. Verify outlet locations and routing and termination locations of raceway prior to rough-in.
- B. Coordinate mounting heights, orientation and locations of outlets mounted above counters, benches, and backsplashes.
- C. Arrange conduit stub-ups so curved portions of bends are not visible above finished floor or grade.

3.02 GENERAL RACEWAY INSTALLATION

- A. Install work in accordance with state and municipality standards. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this Section are more stringent. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Ground and bond raceway and boxes in accordance with Section 16060 "Grounding and Bonding."
- C. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- D. Comply with requirements in Section 16073 "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed.
- F. Support conduit within 12 inches of changes in direction. Support conduit within 12 inches of enclosures to which attached.
- G. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Do not embed threadless fittings in concrete.
 - 4. Change from Type EPC-40-PVC to PCS before rising above floor. Conduit risers out of slabs to be PCS.
- I. Stub-ups to Above Recessed Ceilings:
 - 1. Use PCS for raceways.
 - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- J. 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.
- K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than 4 AWG.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- N. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire.
- O. Surface Raceways:
 - 1. Install surface raceway with a minimum 2-inch radius control at bend points.
 - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- P. Install raceway sealing fittings at accessible locations according to NFPA 70 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.
- Q. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways 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.
- R. Expansion-Joint Fittings:
 - 1. Install in each run of above ground conduit that is located where environmental temperature change may exceed 30 degrees and that has straight-run length that exceeds 25 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125°F temperature change.
 - b. Indoor Spaces Connected with Outdoors without Physical Separation: 125°F temperature change.
 - c. Attics: 135°F temperature change.
 - 3. Install fittings that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F of temperature change for PVC conduits.

4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- S. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

3.03 **INSTALLATION OF ABOVE GRADE BOXES**

- A. Mount boxes at heights indicated on Drawings. Install boxes with height measured from finished floor or finished grade to bottom of box unless otherwise indicated. If mounting heights of boxes are not individually indicated, give priority to ADA requirements.
- B. 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. Prepare block surfaces to provide a flat surface for a raintight connection between the box and cover plate or the supported equipment and box.
- C. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- D. Locate boxes so that cover or plate will not span different building finishes.
- E. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- F. Fasten junction and pull boxes to or support from building structure or stanchion. Do not support boxes by conduits.

3.04 **SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS**

Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.

3.05 **PROTECTION**

Protect coatings, finishes, and cabinets from damage and deterioration.

- Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
- Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

SECTION 16511 INTERIOR LIGHTING

PART 1 - GENERAL

1.01 SUMMARY

Section Includes:

1. Interior luminaires, lamps, and ballasts.
2. Emergency lights.
3. Exit signs.
4. Luminaire supports.
5. Luminaire-mounted photoelectric relays

1.02 RELATED SECTIONS

Section 16521 Exterior Lighting

1.03 REFERENCES

UL 924 Standard for Emergency Lighting and Power Equipment

UL 935 Standard for Fluorescent-Lamp Ballasts

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of luminaire, arranged in order of luminaire designation. Include data on features, accessories, and finishes.
- B. Shop Drawings: Show details of nonstandard or custom luminaires. Indicate dimensions, weights, methods of field assembly, components, features, and accessories. Product Certificates: For each type of ballast for bi-level and dimmer-controlled luminaires, from manufacturer.

1.05 INFORMATIONAL SUBMITTALS

Field quality-control reports.

1.06 QUALITY ASSURANCE

- A. 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.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with requirements, provide product indicated on Drawings, or approved equal.

2.02 GENERAL REQUIREMENTS FOR LUMINAIRES AND COMPONENTS

- A. Recessed Luminaires: Comply with NEMA LE 4 for ceiling compatibility for recessed luminaires.
- B. Metal Parts: Free of burrs and sharp corners and edges.
- C. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.
- D. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.

2.03 LED EMERGENCY LIGHTS

- A. Twin LED lamp indoor emergency light with self-contained, modular, battery-inverter unit, factory mounted within luminaire body. Comply with UL 924.
- B. Housing: Impact-resistant, scratch-resistant, corrosion-proof thermoplastic. Full perimeter gasket seal between front and rear housing.
- C. Unit shall be rated for 50°C ambient operating temperature and UL listed for use in wet locations.
- D. Battery: Sealed, maintenance-free, nickel-cadmium.
- E. Charger: Fully automatic, solid-state type with sealed transfer relay.
- F. Operation: Relay automatically turns lamp on when power-supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
- G. Test Push Button and Indicator Light: Visible and accessible without opening luminaire or entering ceiling space.

2.04 EXIT SIGNS (N/A)

2.05 LUMINAIRE SUPPORT COMPONENTS

- A. Comply with Section 16073 "Hangers and Supports for Electrical Systems" for channel- and angle-iron supports and nonmetallic channel and angle supports.

- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Twin-Stem Hangers: Two, 1/2-inch steel tubes with single canopy designed to mount a single luminaire. Finish same as luminaire.
- D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- E. Hook Hangers: Integrated assembly matched to luminaire and line voltage and equipped with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Luminaires: Set level, plumb, and square with ceilings and walls. Install lamps in each luminaire.
- B. Comply with NFPA 70 for minimum luminaire supports.
- C. Suspended Luminaire Support:
 - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of luminaire chassis, including one at each end.
- D. Air-Handling Luminaires: Install with dampers closed and ready for adjustment.
- E. Adjust aimable luminaires to provide required light intensities.
- F. Connect wiring according to Section 16120 "Low Voltage Wire and Cable."

3.02 FIELD QUALITY CONTROL

- A. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery and retransfer to normal.
- B. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION

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SECTION 16521 EXTERIOR LIGHTING

PART 1 - GENERAL

1.01 SUMMARY

Section Includes:

1. Exterior luminaires with lamps and ballasts.
2. Luminaire-mounted photoelectric relays.
3. Poles and accessories.

1.02 RELATED SECTIONS

Section 16511 Interior Lighting

1.03 REFERENCES

AAMA 611 Voluntary Specification for Anodized Architectural Aluminum

ANSI C78.42 Electric Lamps – High Pressure Sodium Lamps

ANSI C78.43 Electric Lamps – Single-Ended Metal Halide Lamps

IEEE C62.41.1 Guide on the Surge Environment in Low-Voltage (1000 V and Less) AC Power Circuits

IEEE C62.41.2 Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and Less) AC Power Circuits

NFPA 70 National Electrical Code (NEC)

UL 773 Plug-In Locking Type Photocontrols for Use with Area Lighting

UL 773A Nonindustrial Photoelectric Switches for Lighting Control

UL 924 Standard for Emergency Lighting and Power Equipment

UL 1598 Luminaires

1.04 **STRUCTURAL ANALYSIS CRITERIA FOR POLE SELECTION**

- A. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied as stated in AASHTO LTS-4-M.
- B. Live Load: Single load of 500 lbf, distributed as stated in AASHTO LTS-4-M.
- C. Ice Load: Load of 3 lbf/sq. ft., applied as stated in AASHTO LTS-4-M Ice Load Map.
- D. Wind Load: Pressure of wind on pole and luminaire and banners and banner arms, calculated and applied as stated in AASHTO LTS-4-M.
 - 1. Basic wind speed for calculating wind load for poles 50 feet high or less is 100 mph.
 - a. Wind Importance Factor: 1.0.
 - b. Minimum Design Life: 50 years.
 - c. Velocity Conversion Factors: 1.0.

1.05 **ACTION SUBMITTALS**

- A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, and finishes.
- B. Shop Drawings: Anchor-bolt templates keyed to specific poles and certified by manufacturer.

1.06 **QUALITY ASSURANCE**

- A. 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.
- B. Comply with IEEE C2, "National Electrical Safety Code."
- C. Comply with NFPA 70.

PART 2 - PRODUCTS

2.01 **ACCEPTABLE MANUFACTURERS**

- A. Subject to compliance with requirements, provide product indicated on Drawings, or approved equal.

2.02 **GENERAL REQUIREMENTS FOR LUMINAIRES**

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.

1. LER Tests Incandescent Fixtures: Where LER is specified, test according to NEMA LE 5A.
 2. LER Tests HID Fixtures: Where LER is specified, test according to NEMA LE 5B.
- B. Lateral Light Distribution Patterns: Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
 - C. Metal Parts: Free of burrs and sharp corners and edges.
 - D. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.
 - E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
 - F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
 - G. Exposed Hardware Material: Stainless steel.
 - H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - I. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
 - J. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
 1. White Surfaces: 85 percent.
 2. Specular Surfaces: 83 percent.
 3. Diffusing Specular Surfaces: 75 percent.
 - K. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
 - L. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
 - M. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
 - a. Color: As selected from manufacturer's standard catalog of colors.
- N. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
 2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20; and seal aluminum surfaces with clear, hard-coat wax.
 3. Class I, Clear Anodic Finish: AA-M32C22A41 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.
 4. Class I, Color Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.
 - a. Color: Dark bronze.
- O. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps and ballasts. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
1. Label shall include the following lamp and ballast characteristics:
 - a. "USES ONLY" and include specific lamp type.
 - b. Lamp tube configuration (twin, quad, triple), base type, and nominal wattage for compact fluorescent luminaires.
 - c. Lamp type, wattage, bulb type (ED17, BD56, etc.) and coating (clear or coated) for HID luminaires.
 - d. Start type (preheat, rapid start, instant start) compact fluorescent luminaires.
 - e. ANSI ballast type (M98, M57, etc.) for HID luminaires.
 - f. CCT and CRI for all luminaires.

2.03 **LUMINAIRE-MOUNTED PHOTOELECTRIC RELAYS**

- A. Comply with UL 773 or UL 773A.
- B. Contact Relays: Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3 fc and off at 4.5 to 10 fc with 15-second minimum time delay.
 - 1. Relay with locking-type receptacle shall comply with ANSI C136.10.
 - 2. Adjustable window slide for adjusting on-off set points.

2.04 **FLUORESCENT BALLASTS AND LAMPS (N/A)**

2.05 **BALLASTS FOR HID LAMPS (N/A)**

2.06 **HID LAMPS (N/A)**

2.07 **GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS**

- A. Structural Characteristics: Comply with AASHTO LTS-4-M.
 - 1. Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in "Structural Analysis Criteria for Pole Selection" Article.
 - 2. Strength Analysis: For each pole, multiply the actual equivalent projected area of luminaires and brackets by a factor of 1.1 to obtain the equivalent projected area to be used in pole selection strength analysis.
- B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.
- C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
 - 1. Materials: Shall not cause galvanic action at contact points.
 - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
 - 3. Anchor-Bolt Template: Plywood or steel.
- D. Handhole: Oval-shaped, with minimum clear opening of 2-1/2 by 5 inches, with cover secured by stainless-steel captive screws.
- E. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange. Concrete, reinforcement, and formwork are specified in Section 03300 "Cast-In-Place Concrete."
- F. Power-Installed Screw Foundations: Factory fabricated by pole manufacturer, with structural steel complying with ASTM A 36/A 36M and hot-dip galvanized according

to ASTM A 123/A 123M; and with top-plate and mounting bolts to match pole base flange and strength required to support pole, luminaire, and accessories.

- G. Breakaway Supports: Frangible breakaway supports, tested by an independent testing agency acceptable to authorities having jurisdiction, according to AASHTO LTS-4-M.

2.08 **STEEL POLES (N/A)**

2.09 **ALUMINUM POLES (N/A)**

PART 3 - EXECUTION

3.01 **LUMINAIRE INSTALLATION**

- A. Install lamps in each luminaire.
- B. Fasten luminaire to indicated structural supports.
 - 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Adjust luminaires that require field adjustment or aiming.

3.02 **POLE INSTALLATION (N/A)**

3.03 **BOLLARD LUMINAIRE INSTALLATION (N/A)**

3.04 **INSTALLATION OF INDIVIDUAL GROUND-MOUNTING LUMINAIRES**

- A. Install on concrete base with top 4 inches above finished grade or surface at luminaire location. Cast conduit into base, and finish by troweling and rubbing smooth. Concrete materials, installation, and finishing are specified in Section 03300 "Cast-In-Place Concrete."

3.05 **CORROSION PREVENTION**

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Section 16130 "Raceways and Boxes." In concrete foundations, wrap conduit with 0.010-inch- thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

3.06 **GROUNDING**

- A. Ground metal poles and support structures according to Section 16060 "Grounding and Bonding."
 - 1. Install grounding electrode for each pole unless otherwise indicated.
 - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.

- B. Ground nonmetallic poles and support structures according to Section 16060 "Grounding and Bonding."
1. Install grounding electrode for each pole.
 2. Install grounding conductor and conductor protector.
 3. Ground metallic components of pole accessories and foundations.

END OF SECTION

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SECTION F
CONTRACT PLANS

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

INSPECTION RECORD FOR LOS ANGELES COUNTY DIVISION OF BUILDING AND SAFETY



COUNTY OF LOS ANGELES

Hours: 8:00 AM - 4:30 PM
 Monday - Friday
 LOMITA
 (310) 534-3760
 24320 SOUTH NARBONNE AVENUE
 LOMITA, CA 90717

INSPECTION RECORD

Job Address:
 Permit No.
 Description: _____

NO.	INSPECTION	DATE	INSPECTOR
-----	------------	------	-----------

Building Inspection and Approvals

B1	Location/Setbacks		
B2	Soils Engineer		
B3	Foundation/Forms		
B4	Retaining Walls		
B5	Masonry Walls		
B6	Bolts/Hld Downs/Strps		
B7	Floor Slab & Steel		
B8	Raised Floor Framing		
B9	Underfloor Insulation		
B10	1st Floor Sheathing		
B11	2nd Flr Frame/Sheath		
B12	Window Replacement		
B13	Roof Sheating		
B14	Masonry/Mfg Fireplace		
B15	Roof Covering		
B16	Frame/Bracing		
B17	Insulat/Weather Strip		

Do Not Cover Walls Until Frame, Insulation, & Rough Electrical, Mechanical, & Plumbing Have Been Signed

B18	Interior Lath/Drywall		
B19	Exterior Lath		
B20	T-Bar Ceiling		
B21	Rated Floor/Ceiling		
B22	Rated Walls		
B23	Rated Shafts		
B24	Disabled Access		
B25	Demolition		
B26	Lot Drainage		
B27			
B28	(Address posted) Enter Building Final Below		

Electrical Inspection and Approvals

E1	Temporary Power		
E2	Service/Ground <input type="checkbox"/> Location <input type="checkbox"/> UFER <input type="checkbox"/> Water Ground <input type="checkbox"/> Driven Rod		
E3	Underground elect		
E4	Outlets		
E5	Rough Conduit		
E6	Rough Wiring		
E7	Dist Panel(s)		
E8	Rough Electrical		
E9	Smoke Detectors		
E10	Svr Ground Fault Test		
E11	Service Panel		
E12			
E13	Electrical Final		

NO.	INSPECTION	DATE	INSPECTOR
-----	------------	------	-----------

Mechanical Inspection and Approvals

M1	FAU/Wall Furnace		
M2	Exhaust Vent		
M3	Combustion Air		
M4	Duct Work		
M5	Rough Mechanical		
M6	AC/Compressor		
M7	Thermostat		
M8	Fire Dampers		
M9	Smoke Detectors		
M10	Commercial Hood		
M11	Boiler		
M12			
M13	Mechanical Final		

Plumbing Inspection and Approvals

P1	Water Service		
P2	Under Floor/Slab		
P3	Shower Pan		
P4	Water Lines		
P5	Rough Gas Piping		
P6	Rough Plumbing		
P7	Sewer (Public/Private)		
P8	Backflow Preventer		
P9	Water Heater		
P10	Lawn Sprinkler		
P11	Roof Drains		
P12	Gas (Test/Final)		
P13			
P14	Plumbing Final		

Verify Other Approvals

O1	Spec. Insp. Reports		
O2	Methane System		
O3	Grading Approval		
O4	Struct. Observation		
O5			

Agency Approvals

A1	Fire Department		
A2	Construction Division		
A3	Environmental Prog.		
A4	Health Department		
A5	AQMD		
A6	Planning Dept.		
A7	Business License		
A8	CalTrans		
A9	Highway Dedicat/Impr		
A10			
B28	BUILDING FINAL Certificate of Occupancy		

POST THIS CARD AND THE APPROVED PLANS IN A CONSPICUOUS PLACE ACCESSIBLE TO THE INSPECTOR. IT SHALL BE THE DUTY OF THE APPLICANT TO CAUSE THE WORK TO REMAIN ACCESSIBLE AND EXPOSED FOR INSPECTION PURPOSES. PERMITS WILL BE VOIDED IF WORK IS NOT STARTED WITHIN 180 DAYS OR IS SUSPENDED FOR A PERIOD EXCEEDING 180 DAYS.

BUILDING AND SAFETY DIVISION
 Department of Public Works
APPROVED
 UNDER LOS ANGELES COUNTY CODE
TITLES 26, 30 AND 31
 M.D.O.R.T.A.
PUBLIC WORKS
 02/01/2024 1:02:04 PM

This set of plans and specifications must be kept at the job site at all times and it is unlawful to make any changes, modifications or alterations to these plans or specifications without the prior written permission of the Building Official. The stamping of this set of plans and specifications SHALL NOT, under any circumstances, be deemed to permit or to be an approval of any work or activity that violates any provisions of any County Ordinance or State Law.

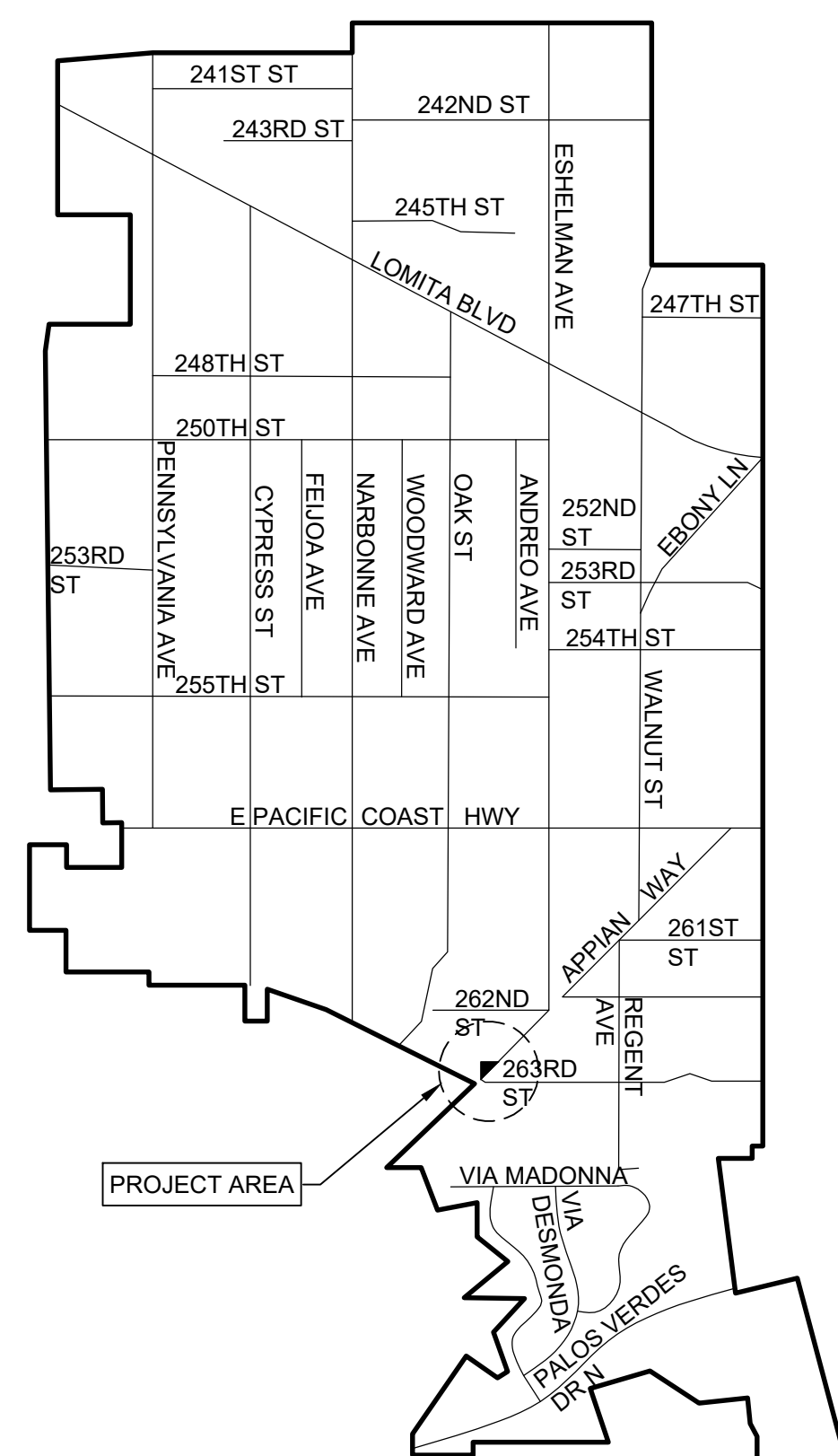
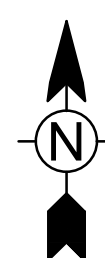
CONSTRUCTION PLANS FOR CITY OF LOMITA NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION

NOTICE TO THE CONTRACTOR

CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

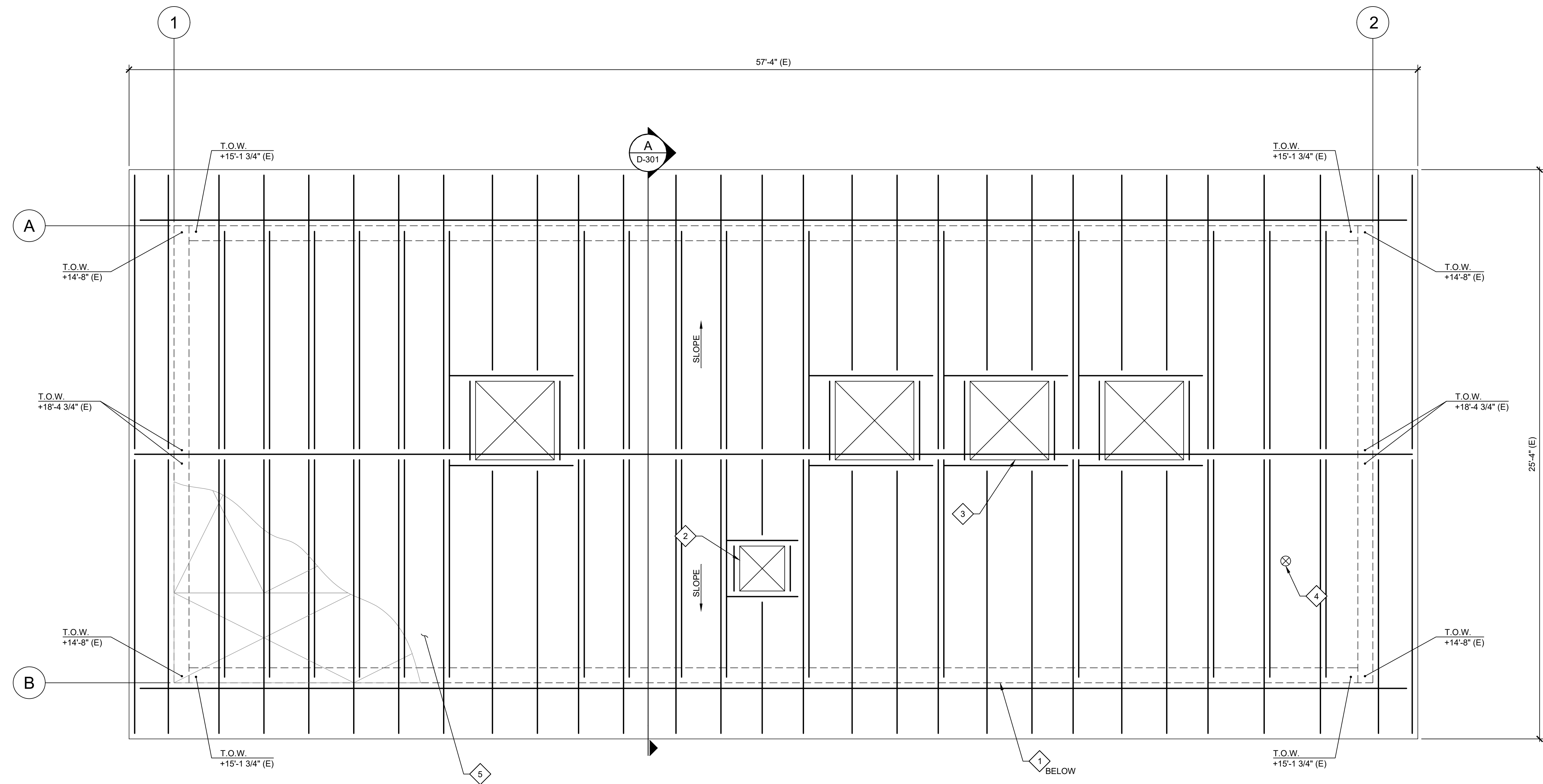
ABBREVIATIONS

AMERICAN CONCRETE INSTITUTE	ACI
AMERICAN STANDARD TESTING AND MATERIALS	ASTM
AMERICAN SOCIETY OF CIVIL ENGINEERS	ASCE
AMERICAN INSTITUTE OF STEEL CONSTRUCTION	AISC
CONCRETE	CONC
CONCRETE MASONRY BLOCK	CMU
CLEAR	CLR.
DRAWING	DWG
DIAMETER	DIA.
ELEVATION	ELEV.
EQUAL	EQ.
EXISTING	(E) EXIST
FINISHED FLOOR	F.F.
GALVANIZED	GALV.
INTERNATIONAL CODE COUNCIL	ICC
LATITUDE	LAT.
LONGITUDE	LONG.
MASONRY OPENING	M.O.
MAXIMUM	MAX.
MILES PER HOUR	MPH
MINIMUM	MIN.
NOT APPLICABLE	N/A
ON CENTER	O.C.
PORTLAND CEMENT CONCRETE	PCC
POUND PER CUBIC YARD	PCF
POUND PER SQUARED INCH	PSI
POLYVINYL CHLORIDE	PVC
STAINLESS STEEL	S.S.
SANITARY SEWER CLEAN-OUT	CO
SANITARY SEWER MANHOLE	SMH
STANDARD	STD
SOLAR REFLECTANCE INDEX	SRI
TOP OF FOOTING	T.O.F
TOP OF STEEL	T.O.S.
TOP OF WALL	T.O.W.
TYPICAL	TYP.
UNLESS OTHERWISE NOTED	U.N.O.



BUILDING AND SAFETY DIVISION
 Department of Public Works
APPROVED
 UNDER LOS ANGELES COUNTY CODE
 TITLES 26, 30 AND 31
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KEYNOTES:

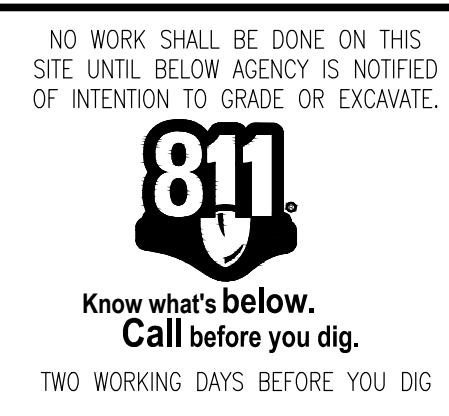
1. PROTECT EXISTING CMU WALL IN PLACE
2. REMOVE AND DISPOSE OF EXISTING EXHAUST FAN
3. REMOVE AND DISPOSE OF EXISTING SKYLIGHTS
4. REMOVE AND REPLACE THE EXISITNG RESTROOM VENT PIPE
5. REMOVE AND DISPOSE OF EXISTING ROOFING AND ROOF FRAMING - SEE SECTION ON SHEET D-301 FOR LIMITS OF DEMOLITION. THE EXISTING ROOF SYSTEM CONSISTS OF CAL-SHAKE ROOFING OVER 30# FELT, 5/8" THICK CDX PLYWOOD ROOF SHEATING WITH 3x BLOCKING, PREFABRICATED WOOD TRUSSES WITH 2x WOOD TRUSS BRIDGING, 2x8 WOOD ROOF RAFTERS, 6X12 WOOD RIDGE BEAM, 2x AND 3x WOOD FASCIA BOARDS, 6x4 WOOD ROOF OPENING FRAMING, AND 4x8 TOP PLATES.

DEMOLITION PLAN
 SCALE: 3/8"=1'-0"

DATUM:
 TOP OF EXISTING FINISH FLOOR AT THE INTERIOR PERIMETER OF THE BUILDING IS SET AT 0'-0"

NOTES TO CONTRACTOR:

1. THE PUMP STATION SHALL REMAIN IN OPERATION AT ALL TIME DURING CONSTRUCTION.
2. CONTRACTOR SHALL CONTACT THE CITY A MINIMUM OF 48 HOURS IN ADVANCE TO SALVAGE ANY EQUIPMENT PRIOR TO ANY DEMOLITION WORK.
3. CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING FACILITIES DURING DEMOLITION AND CONSTRUCTION UNLESS NOTED OTHERWISE ON THE PLANS.
4. CONTRACTOR SHALL PROTECT ALL EXISTING MECHANICAL AND ELECTRICAL COMPONENTS NOT DESIGNATED FOR DEMOLITION OR REMOVAL AND REPLACEMENT. ALL DAMAGED EXISTING MECHANICAL AND ELECTRICAL COMPONENTS AND THOSE ELECTRICAL COMPONENTS WHICH HAVE BEEN TEMPORARILY RELOCATED DURING CONSTRUCTION, WITH THE CITY'S APPROVAL, SHALL BE RESTORED BY THE CONTRACTOR.
5. CONTRACTOR SHALL PROVIDE A PRE-CONSTRUCTION VIDEO TO DOCUMENT THE CONDITION OF THE PUMP STATION BUILDING AND THE EQUIPMENT INSIDE THE BUILDING. A COPY OF THE VIDEO SHALL BE SUBMITTED TO THE CITY AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF THE CONSTRUCTION.
6. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE EXISTING BUILDING TO THE CITY'S SATISFACTION.



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

NO.	DATE	BY	DESCRIPTION	APPROVED



SUBMITTED BY: _____ DATE: _____

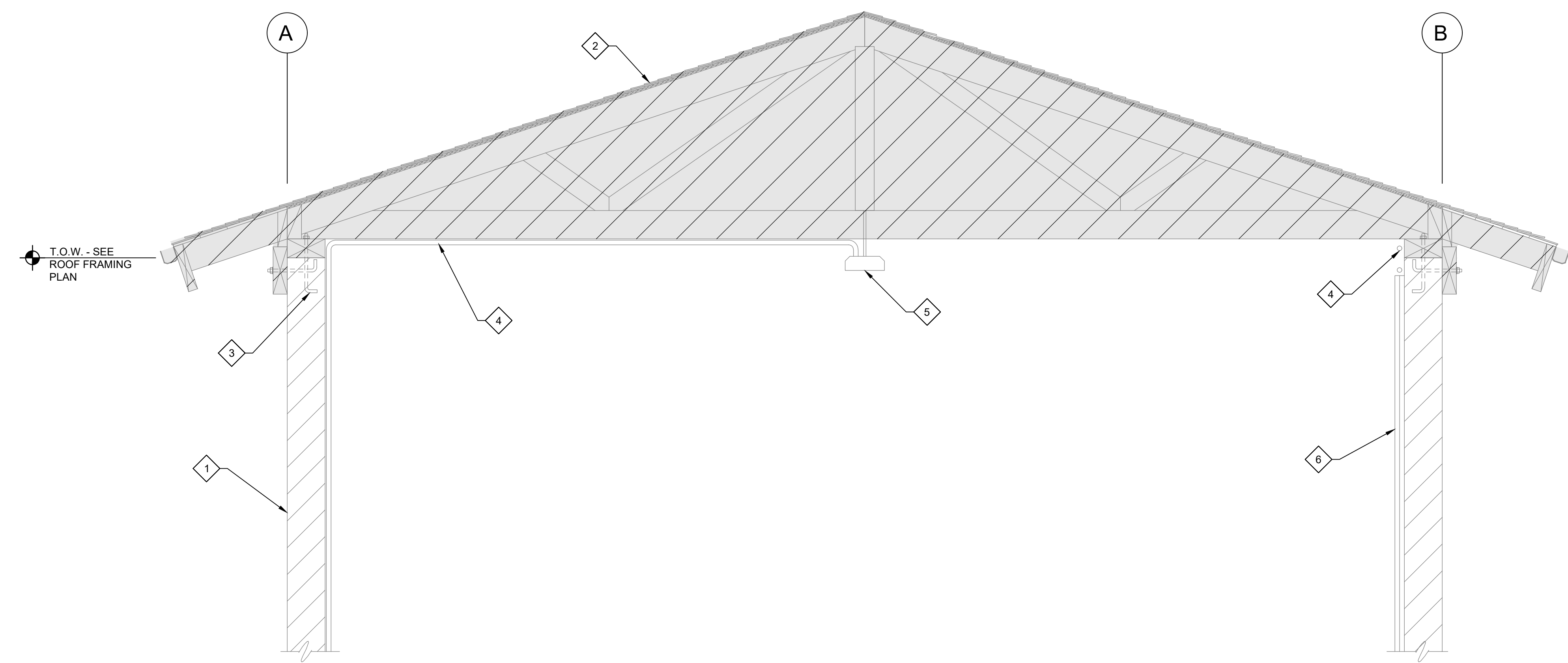
APPROVED BY CITY: _____ DATE: _____

NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION
 ROOF DEMOLITION PLAN

DRAWING NO.	D-101
DESIGNED BY:	JQ
DRAWN BY:	EJH
CHECKED BY:	EY
PROJECT NO.	200-09353-23001
SHT	2 OF 14 SHTS

BUILDING AND SAFETY DIVISION
 Department of Public Works
APPROVED
 UNDER LOS ANGELES COUNTY CODE
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A DEMOLITION SECTION
 SCALE: 3/4"=1'-0"

KEYNOTES:

1. PROTECT EXISTING CMU IN PLACE
2. REMOVE AND DISPOSE OF EXISTING ROOFING AND ROOF FRAMING - SEE DEMOLITION PLAN ON SHEET S-101
3. REMOVE ANCHORS IN CMU PER DETAIL 8 ON SHEET S-502
4. TEMPORARILY REMOVE AND REPLACE EXISTING CONDUITS. REFER TO THE ELECTRICAL DRAWINGS FOR CONDUIT LOCATIONS.
5. REMOVE AND REPLACE EXISTING INTERIOR LIGHTS. REFER TO THE ELECTRICAL DRAWINGS FOR LIGHTING LOCATIONS.
6. PROTECT IN PLACE THE ACOUSTICAL PANELS

DEMOLITION NOTES:

1. REFER TO THE NOTES TO CONTRACTOR ON SHEET S-101

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

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

CITY OF LOMITA CALIFORNIA
 FOUNDED 1907
 INCORPORATED JUNE 30, 1968

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

NO.	DATE	BY	DESCRIPTION	APPROVED



SUBMITTED BY : _____ DATE _____

APPROVED BY CITY : _____ DATE _____

NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION

ROOF DEMOLITION SECTION

DRAWING NO.	D-301
DESIGNED BY :	JQ
DRAWN BY :	EJH
CHECKED BY :	EY
PROJECT NO.	200-09353-23001
SHT	3 OF 14 SHTS

GENERAL STRUCTURAL NOTES
 THESE NOTES SHALL APPLY UNLESS SHOWN/INDICATED OTHERWISE ELSEWHERE
 IN THE STRUCTURAL DRAWINGS.

GENERAL

- ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE 2022 CALIFORNIA BUILDING CODE (C.B.C.) BASED UPON THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.).
- THE CONTRACTOR ACKNOWLEDGES RESPONSIBILITY FOR JOBSITE SAFETY AND ACKNOWLEDGES THAT THE ENGINEER WILL NOT HAVE SUCH RESPONSIBILITY. IF A LAWSUIT IS FILED BY ONE OF THE CONTRACTOR'S OR SUBCONTRACTOR'S EMPLOYEES, OR ANY ONE ELSE, THE CONTRACTOR WILL INDEMNIFY, DEFEND AND HOLD THE OWNER AND TETRA TECH, THEIR PARENT AND SUBSIDIARY COMPANIES HARMLESS OF ANY AND ALL SUCH CLAIMS.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK. DIMENSIONS OF (E) CONSTRUCTION WHERE SHOWN ON THESE DRAWINGS ARE NOMINAL AND SHOULD BE FIELD VERIFIED. SHOULD CONDITIONS EXIST WHICH ARE CONTRARY TO THOSE SHOWN ON PLANS, THE ENGINEER SHALL BE NOTIFIED IN WRITING BEFORE PROCEEDING WITH WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL WALLS, TRUSSES, ETC. ARE ADEQUATELY BRACED AND SHORED DURING CONSTRUCTION. ALL BRACING/SHORING SHALL BE DESIGNED BY A REGISTERED ENGINEER HIRED BY THE CONTRACTOR. BRACING OF MASONRY WALLS SHALL REMAIN IN PLACE UNTIL ROOF DIAPHRAGM IS COMPLETELY INSTALLED AND ATTACHED TO ITS FRAMING SUPPORTS.
- UNLESS DETAILED, SPECIFIED, OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND THESE GENERAL NOTES. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS ON DRAWINGS WHERE THEY OCCUR.
- THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, EXISTING MECHANICAL AND ELECTRICAL COMPONENTS, WORKERS AND PEDESTRIANS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, TEMPORARY PROTECTION STRUCTURES, AND PARTIALLY COMPLETED WORK, ETC. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT BE CONSIDERED AS INSPECTION OF SUCH ITEMS.
- DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
- ALL ITEMS REMOVED DURING CONSTRUCTION WORK SHALL BE REPLACED TO MATCH EXISTING.
- ALL WORK SHALL CONFORM TO THE PLANS AND SPECIFICATIONS IN ALL RESPECTS AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL SITE UTILITIES PRIOR TO STARTING WORK, BOTH ABOVE GROUND AND BELOW GROUND, WHICH MAY BE IMPACTED BY THE WORK SHOWN ON THESE DRAWINGS. ANY CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- ALL ITEMS SHOWN ON THESE PLANS ARE NEW UNLESS NOTED (E), EXIST, OR EXISTING.

STEEL NOTES

- ALL WIDE FLANGE MEMBERS SHALL BE IN ACCORDANCE WITH A.S.T.M. A-992. ALL OTHER STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE ASTM A36 UNLESS NOTED OTHERWISE. STRUCTURAL STEEL SHALL BE FABRICATED AND ERRECTED IN ACCORDANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS. SPECIAL INSPECTION SHALL BE PROVIDED FOR ALL STRUCTURAL STEEL IN ACCORDANCE WITH CBC SECTION 1705.2.1, UNLESS FABRICATION IS PERFORMED ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND SECTION 1704.2.5 OF THE 2019 CBC. AT THE COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE CITY BUILDING OFFICIAL (OR OWNER IF THE PROJECT IS NOT UNDER THE JURISDICTION OF A BUILDING DEPARTMENT) AND TO THE ENGINEER STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- STEEL TUBES SHALL CONFORM TO A.S.T.M. A500, GRADE B OR BETTER, UNLESS NOTED OTHERWISE.
- STEEL PIPES SHALL CONFORM TO A.S.T.M. A53, GRADE B.
- BOLTS SHALL CONFORM TO A.S.T.M. A307 OR BETTER, UNLESS NOTED OTHERWISE.
- HOLES FOR BOLTS IN STEEL SHALL BE OF SAME DIAMETER AS BOLT +1/16" MAXIMUM.
- ALL WELDING SHALL BE SHIELDED ARC TYPE AND SHALL BE PERFORMED BY A CERTIFIED WELDER IN A FABRICATION SHOP REGISTERED AND APPROVED IN ACCORDANCE WITH NOTE 1 ABOVE. CONTINUOUS INSPECTION IS REQUIRED OF ALL FIELD WELDING IN ACCORDANCE WITH AWS D1.1.
- NO STRUCTURAL STEEL MEMBER SHALL BE CUT FOR PIPES, DUCTS, ETC. UNLESS SPECIFICALLY DETAILED AND APPROVED BY STRUCTURAL ENGINEER.
- STAINLESS STEEL SHALL CONFORM TO A.S.T.M. A276/A.I.S.I. 316. STAINLESS STEEL BOLTS SHALL CONFORM TO A.S.T.M. F593. STAINLESS STEEL NUTS SHALL CONFORM TO A.S.T.M. F594.
- WELDING OF STAINLESS STEEL SHALL CONFORM TO STRUCTURAL WELDING CODE - STAINLESS STEEL, ANSIIAWS D1.8-07.
- WHERE SPECIFIED, USE OF HIGH-STRENGTH BOLTS SHALL CONFORM TO THE PROVISIONS OF THE "SPECIFICATION FOR STRUCTURAL JOINTS USING A.S.T.M. A325 OR A490 BOLTS" APPROVED BY THE RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS OF THE ENGINEERING FOUNDATION (RCSC). SPECIAL INSPECTION OF HIGH-STRENGTH BOLT CONNECTIONS IS REQUIRED.

- ALL NON-STAINLESS STEEL EXPOSED TO WEATHER SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 OR A153, AS APPLICABLE. REPAIR OF DAMAGED GALVANIZED COATING SHALL BE IN ACCORDANCE WITH ASTM A780. ALL OTHER NON-STAINLESS STEEL SHALL BE COATED WITH TWO COATS OF SHOP APPLIED PRIMER.
- WELDING EQUIPMENT SHALL BE CHECKED PRIOR TO WELDING AS REQUIRED BY AISC 360-16 TABLE N5.4-1.

STEEL DECK NOTES

- REFER TO STEEL DECK SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- DECK ERECTION CONTRACTOR SHALL CUT DECK TO SUIT DETAILS AT ALL FRAMED OPENINGS AS INDICATED ON THE DRAWINGS.
- THE OPENINGS SHOWN ON THE FRAMING PLANS INDICATE THE GENERAL ARRANGEMENT AND LOCATION ONLY. VERIFY OUTING LENGTH OF DECK WITH THE ELECTRICAL AND MECHANICAL DRAWINGS.
- ALL LIGHT GAGE STEEL DECKING AND FLASHING SHALL BE FABRICATED OF SHEET METAL CONFORMING TO A.S.T.M. A-446.
- DECKING SHALL BE GALVANIZED PER COATING DESIGNATION G90 IN ACCORDANCE WITH ASTM A653, UNLESS NOTED OTHERWISE.
- EDGE OF PERIMETER CLOSURE SHALL BE HELD WITHIN ±1/2" OF THE DIMENSIONS REQUIRED ON THE ARCHITECTURAL DRAWINGS. CONFIRM THE LOCATION OF THE BEAM AND COLUMN CENTER LINES FROM FIXED REFERENCE EDGE LINES.
- MINIMUM DECK SECTION PROPERTIES SHALL BE AS FOLLOWS:

GAUGE	DEPTH	I (IN ⁴)	+S(IN ³)	-S(IN ³)
16	1 1/2"	0.381	0.399	0.410

ADHESIVE ANCHORS (SIMPSON)

- ADHESIVE ANCHORS SHALL BE "SIMPSON SET-XP" ADHESIVE ANCHORS, MANUFACTURED BY SIMPSON STRONG-TIE.
- ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH I.C.C. EVALUATION REPORT No. 2508. FOR ANCHORS IN CONCRETE AND I.C.C. REPORT No. 265 FOR ANCHORS IN MASONRY.
- AN ALTERNATIVE ADHESIVE ANCHOR PRODUCT MAY BE SUBMITTED TO THE ENGINEER FOR APPROVAL, PROVIDED THAT IT HAS A CURRENT I.C.C. EVALUATION REPORT APPROVAL.
- ALL ABANDONED HOLES SHALL BE FILLED WITH A DRYPACK GROUT A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 5,000 PSI. THE FILLED HOLE(S) SHALL BE PREPARED AND CLEANED AS REQUIRED BY THE GROUT MANUFACTURER.
- LOCATE EXISTING REINFORCING USING A NON-DESTRUCTIVE METHOD (PACHOMETER OR OTHER), PRIOR TO STEEL FABRICATION OF THE AFFECTED COMPONENTS AND PRIOR TO DRILLING HOLES FOR ANCHORS. MAINTAIN A MINIMUM CLEARANCE OF 1" BETWEEN THE REINFORCEMENT AND THE ANCHOR. NOTIFY ENGINEER IF ADHESIVE ANCHORS CANNOT BE INSTALLED DUE TO REBAR INTERFERENCE(S) SO STRUCTURAL STEEL DETAILING SHOWN HEREON CAN BE MODIFIED TO ACCOMMODATE.

DESIGN CRITERIA

DESIGN CODES AND REFERENCES:

- CALIFORNIA BUILDING CODE, 2022 EDITION
- ASCE/SEI 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS & OTHER STRUCTURES
- AISC STEEL CONSTRUCTION MANUAL, 15TH EDITION - ANSIIAISC 360-16

BUILDING LOADING:

BLDG. ROOF DL = 16 PSF
 BUILDING ROOF LL = 20 PSF

MATERIAL PROPERTIES:

STEEL TUBES fy = 42 KSI MINIMUM
 STEEL CHANNELS AND ANGLES fy = 36 KSI MINIMUM
 STEEL BOLTS fy = 36 KSI, A307 UNLESS NOTE OTHERWISE
 SPECIAL INSPECTION YES (SEE SHEET S-002)

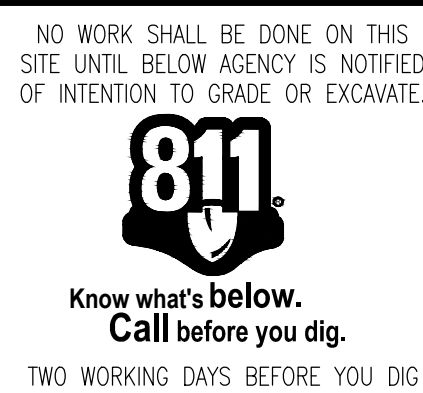
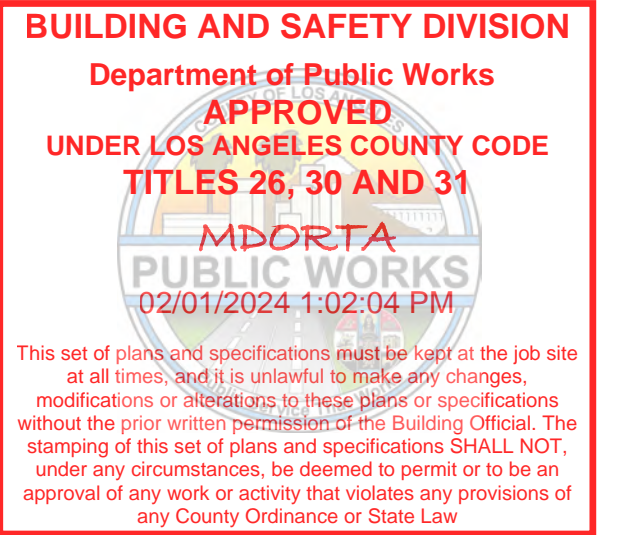
SEISMIC DESIGN PARAMETERS:

ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE PROCEDURE
 LOCATION: LAT. 33.784495 N, LONG. 118.315827 W
 OCCUPANCY CATEGORY: IV
 SITE CLASS: D
 SEISMIC DESIGN CATEGORY: D

Ss = 1.743 S1 = 0.637
 Fa = 1.200 Fv = 1.7
 SDS = 1.394 SD1 = 0.722
 IE = 1.5
 R = 5 (SPECIAL REINFORCED MASONRY SHEAR WALLS)

WIND LOAD DESIGN PARAMETERS:

BASIC WIND SPEED: 105 MPH
 EXPOSURE CATEGORY: B
 WIND DIRECTIONAL FACTOR, Kd = 0.85
 Iw = 1.0



City of Lomita
 PUBLIC WORKS DEPARTMENT

24300 NARBONNE AVENUE, LOMITA, CA 90717
 TEL. (310) 325-7110 FAX. (310) 325-4024

NO.	DATE	BY	DESCRIPTION	APPROVED



SUBMITTED BY: _____ DATE _____

APPROVED BY CITY: _____ DATE _____

ENGINEERING DIVISION

NEW ROOF DESIGN FOR APPIAN WAY
 PUMP STATION

GENERAL STRUCTURAL NOTES

DRAWING NO.	S-001
DESIGNED BY:	JQ
DRAWN BY:	EJH
CHECKED BY:	EY
PROJECT NO.	200-09353-23001
SHT	4 OF 14 SHTS

SPECIAL INSPECTIONS REQUIRED

SPECIAL INSPECTIONS REQUIRED FOR THIS PROJECT SHALL BE PERFORMED IN ACCORDANCE WITH C.B.C. CHAPTER 17. SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN APPROVED INSPECTION AGENCY U.N.O. EMPLOYED BY THE OWNER.

THE SPECIAL INSPECTOR SHALL BE CERTIFIED BY THE INTERNATIONAL CODE COUNCIL (I.C.C.) TO PERFORM INSPECTION FOR THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION PRIOR TO THE COMPLETION OF THAT PHASE OF THE WORK.

THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL AND/OR THE ENGINEER. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. THEN, IF UNCORRECTED, TO THE STRUCTURAL ENGINEER AND TO THE BUILDING OFFICIAL.

THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THIS CODE.

IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE AT LEAST 48 HOURS ADVANCE NOTICE TO THE OWNER/OWNER'S REPRESENTATIVE WHEN HIS WORK IS READY FOR ANY REQUIRED SPECIAL INSPECTIONS.

SHOP INSPECTION OF STEEL CONSTRUCTION IS NOT REQUIRED WHEN THE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVAL SHALL BE BASED UPON REVIEW OF THE FABRICATOR'S WRITTEN PROCEDURAL AND QUALITY CONTROL MANUALS AND PERIODIC AUDITING OF FABRICATION PRACTICES BY AN APPROVED SPECIAL INSPECTION AGENCY. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.

CONTRACTOR RESPONSIBILITY

EACH CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF A MAIN WIND- OR SEISMIC-FORCE-RESISTING SYSTEM, DESIGNATED SEISMIC SYSTEM OR A WIND- OR SEISMIC-RESISTING COMPONENT LISTED IN THE STATEMENT OF SPECIAL INSPECTIONS SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON THE SYSTEM OR COMPONENT. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL CONTAIN ACKNOWLEDGMENT OF AWARENESS OF THE SPECIAL REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION.

OWNER OR OWNER'S REPRESENTATIVE SHALL BE SYNONYMOUS WITH 'BUILDING OFFICIAL' IN THE FOREGOING IF THE PROJECT IS NOT UNDER THE JURISDICTION OF A BUILDING DEPARTMENT

SPECIAL INSPECTION SHALL BE PROVIDED FOR THE FOLLOWING TYPES OF WORK PERFORMED IN THE FIELD, OR NOT PERFORMED IN AN APPROVED FABRICATION SHOP AS DEFINED ABOVE, UNLESS NOTED AS "N/A".

REQUIREMENTS FOR LOS ANGELES COUNTY, DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING AND SAFETY

LOS ANGELES COUNTY BUILDING & SAFETY PERMIT

THE CONTRACTOR SHALL APPLY FOR A CONSTRUCTION PERMIT FROM LOS ANGELES COUNTY, DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDING AND SAFETY LOCATED AT 24320 SOUTH NARBONNE AVENUE LOMITA, CA 90717. HOURS OF OPERATION MONDAY TO FRIDAY 8:00 AM - 4:30 PM.

UPON RECEIPT OF PERMIT, THE CONTRACTOR WILL BE GIVEN A JOB CARD FOR THIS PROJECT.

LOS ANGELES COUNTY BUILDING & SAFETY INSPECTION

THE CONTRACTOR SHALL REQUEST INSPECTION FROM THE LOS ANGELES DIVISION OF BUILDING AND SAFETY AT THREE DIFFERENT OCCASIONS AS OUTLINED BELOW:

- UPON COMPLETION OF ERECTION OF THE TRUSS FRAME OF THE ROOF AND BEFORE INSTALLING ANY OTHER ROOF COMPONENTS.
- UPON COMPLETION OF INSTALLATION OF THE ROOF DECKING (FINAL ROOF INSPECTION).
- UPON COMPLETION OF ELECTRICAL WORK (FINAL ELECTRICAL INSPECTION).

REQUEST FOR INSPECTION SHALL BE MADE BY CALLING THE PHONE NUMBER ON THE JOB CARD AT LEAST 48 HOURS IN ADVANCE.

ADDITIONAL INSPECTIONS MAY BE NEEDED AS DEEMED NECESSARY BY THE ENGINEER OR COUNTY.

STEEL CONSTRUCTION (STRUCTURAL STEEL):
R- INSPECT THESE ITEMS ON A **RANDOM** BASIS. OPERATIONS NEED NOT BE DELAYED PENDING THESE INSPECTIONS
C- INSPECT THESE ITEMS ON A **CONTINUOUS** BASIS

	C	R	N/A
1. INSPECTION TASKS PRIOR TO WELDING			
A. WELDER QUALIFICATION RECORDS AND CONTINUITY RECORDS	■	□	□
B. WELDING PROCEDURE SPECIFICATIONS (WPS) AVAILABLE	■	□	□
C. MANUFACTURER'S CERTIFICATIONS FOR WELDING CONSUMABLES AVAILABLE	■	□	□
D. MATERIAL IDENTIFICATION (TYPE/GRADE)	■	□	□
E. WELDER IDENTIFICATION SYSTEM	■	□	□
F. FIT-UP OF GROOVE WELDS (INCLUDING JOINT GEOMETRY)	■	□	□
- JOINT PREPARATION			
- DIMENSIONS (ALIGNMENT, ROOT OPENING, ROOT FACE, BEVEL)			
- CLEANLINESS (CONDITION OF STEEL SURFACES)			
- TACKING (TACK WELD QUALITY AND LOCATION)			
- BACKING TYPE AND FIT (IF APPLICABLE)			
G. FIT-UP OF CJP GROOVE WELDS OF HSS T-, Y- AND K- JOINTS WITHOUT BACKING (INCLUDING JOINT GEOMETRY)	□	■	□
- JOINT PREPARATIONS			
- DIMENSIONS (ALIGNMENT, ROOT OPENING, ROOT FACE, BEVEL)			
- CLEANLINESS (CONDITION OF STEEL SURFACES)			
- TACKING (TACK WELD QUALITY AND LOCATION)			
H. CONFIGURATION AND FINISH OF ACCESS HOLES	□	■	□
I. FIT-UP OF FILET WELDS	□	■	□
- DIMENSIONS (ALIGNMENT, GAPS AT ROOT)			
- CLEANLINESS (CONDITION OF STEEL SURFACES)			
- TACKING (TACK WELD QUALITY AND LOCATION)			
2. INSPECTION TASKS DURING WELDING			
A. CONTROL AND HANDLING OF WELDING CONSUMABLES	□	■	□
- PACKAGING			
- EXPOSURE CONTROL			
B. NO WELDING OVER CRACKED TACK WELDS	□	■	□
C. ENVIRONMENTAL CONDITIONS	□	■	□
- WIND SPEED WITHIN LIMITS			
- PRECIPITATION AND TEMPERATURE			
D. WPS FOLLOWED	□	■	□
- SETTINGS ON WELDING EQUIPMENT			
- TRAVEL SPEED			
- SELECTED WELDING MATERIALS			
- SHIELDING GAS TYPE/FLOW RATE			
- PREHEAT APPLIED			
- INTERPASS TEMPERATURE MAINTAINED (MIN./MAX.)			
- PROPER POSITION (F, V, H, OH)			
E. WELDING TECHNIQUES	□	■	□
- INTERPASS AND FINAL CLEANING			
- EACH PASS WITHIN PROFILE LIMITATIONS			
- EACH PASS MEETS QUALITY REQUIREMENTS			
F. PLACEMENT AND INSTALLATION OF STEEL HEADED STUD ANCHORS	■	□	□
3. INSPECTION TASKS AFTER WELDING			
A. WELDS CLEANED	□	■	□
B. SIZE, LENGTH AND LOCATION OF WELDS	■	□	□
C. WELDS MEET VISUAL ACCEPTANCE CRITERIA	■	□	□
- CRACK PROHIBITION			
- WELD/BASE-METAL FUSION			
- CRATER CROSS SECTION			
- WELD PROFILES			
- WELD SIZE			
- UNDERCUT			
- POROSITY			
D. ARC STRIKES	■	□	□
E. K-AREA	■	□	□
- WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES OR STIFFENERS HAS BEEN PERFORMED IN THE K-AREA, VISUALLY INSPECT THE WEB K-AREA FOR CRACKS WITHIN 9 IN. (75 MM) OF THE WELD			
F. WELD ACCESS HOLES IN ROLLED HEAVY SHAPES AND BUILT-UP HEAVY SHAPES	■	□	□
- AFTER ROLLED HEAVY SHAPES (SEE AISC SECTION A3.1C) AND BUILT-UP SHAPES (SEE AISC SECTION A3.1D) ARE WELDED, VISUALLY INSPECT THE WELD ACCESS HOLE FOR CRACKS			
G. BACKING REMOVED AND WELD TABS REMOVED (IF REQUIRED)	■	□	□
H. REPAIR ACTIVITIES	■	□	□
I. DOCUMENT ACCEPTANCE OR REJECTION OF WELDED JOINT OR MEMBER	■	□	□
J. NO PROHIBITED WELDS HAVE BEEN ADDED WITHOUT THE APPROVAL OF THE EOR	□	■	□

STEEL CONSTRUCTION (STRUCTURAL STEEL CONT.):

	C	R	N/A
4. INSPECTION TASKS PRIOR TO BOLTING			
A. MANUFACTURER'S CERTIFICATION AVAILABLE FOR FASTENER MATERIALS	■	□	□
B. FASTENERS MARKED IN ACCORDANCE WITH ASTM REQUIREMENTS	□	■	□
C. CORRECT FASTENERS SELECTED FOR THE JOINT DETAIL (GRADE, TYPE, BOLT LENGTH IF THREADS ARE TO BE EXCLUDED FROM SHEAR PLANE)	□	■	□
D. CORRECT BOLTING PROCEDURE SELECTED FOR JOINT DETAIL	□	■	□
E. CONNECTING ELEMENTS, INCLUDING THE APPROPRIATE FAYING SURFACE CONDITION AND HOLE PREPARATION, IF SPECIFIED, MEET APPLICABLE REQUIREMENTS	□	■	□
F. PRE-INSTALLATION VERIFICATION TESTING BY INSTALLATION PERSONNEL OBSERVED AND DOCUMENTED FOR FASTENER ASSEMBLIES AND METHODS USED	□	■	□
G. PROTECTED STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTENER COMPONENTS	□	■	□
5. INSPECTION TASKS DURING BOLTING			
A. FASTENER ASSEMBLIES, OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS ARE POSITIONED AS REQUIRED	□	■	□
B. JOINT BROUGHT TO THE SNUG-TIGHT CONDITION PRIOR TO THE PRETENSIONING OPERATION	□	■	□
C. FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FOR ROTATING	□	■	□
D. FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH THE RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE EDGES	□	■	□
6. INSPECTION TASKS AFTER BOLTING			
A. DOCUMENT ACCEPTANCE OR REJECTION OF BOLTED CONNECTIONS	■	□	□
7. INSPECTION OF STEEL ELEMENTS OF COMPOSITE CONSTRUCTION PRIOR TO CONCRETE PLACEMENT			
A. PLACEMENT AND INSTALLATION OF STEEL DECK	■	□	□
B. PLACEMENT AND INSTALLATION OF STEEL HEADED STUD ANCHORS	■	□	□
C. DOCUMENT ACCEPTANCE OR REJECTION OF STEEL ELEMENTS	■	□	□

STEEL CONSTRUCTION (OTHER THAN STRUCTURAL STEEL):

	CONT	PERIODIC	N/A
1. INSPECTION OR EXECUTION TASKS PRIOR TO DECK PLACEMENT			
A. VERIFY COMPLIANCE OF MATERIALS (DECK AND ALL DECK ACCESSORIES) WITH CONSTRUCTION DOCUMENTS, INCLUDING PROFILES MATERIAL PROPERTIES, AND BASE METAL THICKNESS	■	□	□
B. DOCUMENT ACCEPTANCE OR REJECTION OF DECK AND DECK ACCESSORIES	■	□	□
2. INSPECTION OR EXECUTION TASKS AFTER TO DECK PLACEMENT			
A. VERIFY COMPLIANCE OF DECK AND ALL DECK ACCESSORIES INSTALLATION WITH CONSTRUCTION DOCUMENTS	■	□	□
B. VERIFY DECK MATERIALS ARE REPRESENTED BY THE MILL CERTIFICATIONS THAT COMPLY WITH THE CONSTRUCTION DOCUMENTS	■	□	□
C. DOCUMENT ACCEPTANCE OR REJECTION OF INSTALLATION OF DECK AND DECK ACCESSORIES	■	□	□
3. INSPECTION OR EXECUTION TASKS PRIOR TO WELDING			
A. WELDING PROCEDURE SPECIFICATIONS (WPS) AVAILABLE	□	□	■
B. MANUFACTURER CERTIFICATIONS FOR WELDING CONSUMABLES AVAILABLE	□	□	■
C. MATERIAL IDENTIFICATION (TYPE/GRADE)	□	□	■
D. CHECK WELDING EQUIPMENT	□	□	■
4. INSPECTION OR EXECUTION TASKS DURING WELDING			
A. USE OF QUALIFIED WELDERS	□	□	■
B. CONTROL AND HANDLING OF WELDING CONSUMABLES	□	□	■
C. ENVIRONMENTAL CONDITIONS (WIND SPEED, MOISTURE, TEMPERATURE)	□	□	■
D. WPS FOLLOWED	□	□	■
5. INSPECTION OR EXECUTION TASKS AFTER WELDING			
A. VERIFY SIZE LOCATION OF WELDS, INCLUDING SUPPORT, SIDELAP, AND PERIMETER WELDS	□	□	■
B. WELDS MEET VISUAL ACCEPTANCE CRITERIA	□	□	■
C. VERIFY REPAIR ACTIVITIES	□	□	■
D. DOCUMENT ACCEPTANCE OR REJECTION OF WELDS	□	□	■
6. INSPECTION OR EXECUTION TASKS PRIOR TO MECHANICAL FASTENING			
A. MANUFACTURER INSTALLATION INSTRUCTIONS AVAILABLE FOR MECHANICAL FASTENERS	□	■	□
B. PROPER TOOLS AVAILABLE FOR FASTENER INSTALLATION	□	■	□
C. PROPER STORAGE FOR MECHANICAL FASTENERS	□	■	□
7. INSPECTION OR EXECUTION TASKS DURING MECHANICAL FASTENING			
A. FASTENERS ARE POSITIONED AS REQUIRED	□	■	□
B. FASTENERS ARE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS	□	■	□
8. INSPECTION OR EXECUTION TASKS AFTER MECHANICAL FASTENING			
A. CHECK SPACING, TYPE, AND INSTALLATION OF SUPPORT FASTENERS	■	□	□
B. CHECK SPACING, TYPE, AND INSTALLATION OF SIDELAP FASTENERS	■	□	□
C. CHECK SPACING, TYPE, AND INSTALLATION OF PERIMETER FASTENERS	■	□	□
D. VERIFY REPAIR ACTIVITIES	■	□	□
E. DOCUMENT ACCEPTANCE OR REJECTION OF MECHANICAL FASTENERS	■	□	□

ADHESIVE ANCHORS:
CONT PERIODIC N/A

	CONT	PERIODIC	N/A
1. VERIFY ANCHOR TYPE	□	■	□
2. VERIFY ADHESIVE IDENTIFICATION AND EXPIRATION DATE	□	■	□
3. VERIFY ANCHOR DIMENSIONS	□	■	□
4. VERIFY CONCRETE TYPE	□	■	□
5. VERIFY CONCRETE COMPRESSIVE STRENGTH	□	■	□
6. VERIFY HOLE DRILLING METHOD	□	■	□
7. VERIFY HOLE DIMENSIONS	□	■	□
8. VERIFY HOLE CLEANING PROCEDURES	□	■	□
9. VERIFY ANCHOR SPACING	□	■	□
10. VERIFY EDGE DISTANCES	□	■	□
11. VERIFY CONCRETE THICKNESS	□	■	□
12. VERIFY ANCHOR EMBEDMENT	□	■	□
13. VERIFY TIGHTENING TORQUE	□	■	□
14. VERIFY ADHERENCE TO THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS	□	■	□

THE SPECIAL INSPECTOR MUST VERIFY THE INITIAL INSTALLATIONS OF EACH TYPE AND SIZE OF ADHESIVE ANCHOR INSTALLED BY THE CONSTRUCTION PERSONNEL ON SITE. SUBSEQUENT INSTALLATIONS OF THE SAME ANCHOR TYPE AND SIZE BY THE SAME CONSTRUCTION PERSONNEL MAY BE PERMITTED, WITH THE APPROVAL OF THE ENGINEER AND THE SPECIAL INSPECTOR, TO BE PERFORMED IN THE ABSENCE OF THE SPECIAL INSPECTOR. ANY CHANGE IN THE ANCHOR PRODUCT BEING INSTALLED OR THE PERSONNEL PERFORMING THE INSTALLATION REQUIRES AN INITIAL INSPECTION. FOR ONGOING INSTALLATIONS OVER AN EXTENDED PERIOD, THE SPECIAL INSPECTOR MUST MAKE REGULAR INSPECTIONS TO CONFIRM CORRECT HANDLING AND INSTALLATION OF THE PRODUCT. THE SPECIAL INSPECTOR SHALL INFORM THE ENGINEER OF THE FREQUENCY OF THE PERIODIC ANCHOR INSPECTIONS. THE ENGINEER MAY REQUEST ADDITIONAL INSPECTIONS AT ANY TIME.

STRUCTURAL OBSERVATION

THE STRUCTURAL ENGINEER, OR ANOTHER ENGINEER DESIGNATED BY THE STRUCTURAL ENGINEER SHALL BE RETAINED BY THE OWNER TO PERFORM STRUCTURAL OBSERVATION AS REQUIRED BY C.B.C. CHAPTER 17. STRUCTURAL OBSERVATION SHALL BE PROVIDED DURING THE STAGES OF CONSTRUCTION LISTED BELOW. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AT LEAST 48 HOURS ADVANCE NOTICE TO THE STRUCTURAL ENGINEER WHEN HIS WORK IS READY FOR STRUCTURAL OBSERVATION FOR EACH OF THESE STAGES.

	STRUCTURAL OBSERVATIONS REQUIRED (■ YES □ NO)
1. CONCRETE:	
A. REINFORCING STEEL AND EMBEDDED STRUCTURAL ANCHORAGES PRIOR TO PLACEMENT OF CONCRETE FOR THE FOLLOWING:	
A. FOUNDATIONS	□ N/A
B. SLABS-ON-GRADE (EXCEPT SITE PAVING AND FLATWORK)	□ N/A
C. WALLS	□ N/A
D. STRUCTURAL FLOOR SLABS AND BEAMS NOT SUPPORTED ON-GRADE	□ N/A
E. ROOF SLABS AND BEAMS	□ N/A
2. MASONRY:	
A. REINFORCING STEEL AND EMBEDDED STRUCTURAL ANCHORAGES PRIOR TO GROUTING OF MASONRY WALLS	□ N/A
3. STRUCTURAL STEEL:	
A. ERECTED COLUMN, BEAMS AND GIRDERS, PRIOR TO INSTALLATION OF ROOF AND FLOOR JOISTS, TRUSSES AND DECKING	■
4. WOOD FRAMING:	
A. ROOF, FLOOR AND WALL FRAMING AND MEMBER CONNECTIONS, AND STRUTS AND CHORDS, PRIOR TO INSTALLATION OF SHEATHING OR ANY COVERING THAT WOULD CONCEAL THE STRUCTURAL FRAME	□ N/A
B. PLYWOOD ROOF, FLOOR AND WALL SHEATHING PRIOR TO INSTALLATION OF ROOFING AND ANY OTHER BUILDING MATERIALS THAT WOULD CONCEAL THE NAILING	□ N/A

DEFERRED SUBMITTALS/CERTIFICATIONS

	SUBMITTALS REQUIRED (■ YES □ NO)
1. OFF-SITE FABRICATION:	
FABRICATORS SHALL BE CITY, COUNTY AND/OR C.B.C. APPROVED FABRICATORS. FABRICATORS FOR ALL OFFSITE FABRICATION OF THE ITEMS LISTED BELOW:	
A. TRUSSES	□ N/A
B. GLU-LAMINATED MEMBERS	□ N/A
C. PRECAST CONCRETE	□ N/A
D. STRUCTURAL STEEL (MILL REPORTS AND IDENTIFICATION OF STEEL, AFFIDAVIT OF COMPLIANCE)	□ N/A
E. OTHER: _____	□
2. DEFERRED SUBMITTALS:	
SUBMITTAL DOCUMENTS FOR THE DEFERRED SUBMITTAL ITEMS LISTED BELOW SHALL BE DESIGNED BY A LICENSED PE OR SE AND SUBMITTED BY THE CONTRACTOR TO THE BUILDING DEPARTMENT/APPROVAL AGENCY AND STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.	
A. CONCRETE MIX	□ N/A
B. OTHER: _____	□

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

NO.	DATE	BY	DESCRIPTION	APPROVED

REGISTERED PROFESSIONAL ENGINEER
No. 6177
STATE OF CALIFORNIA

02/9/2024

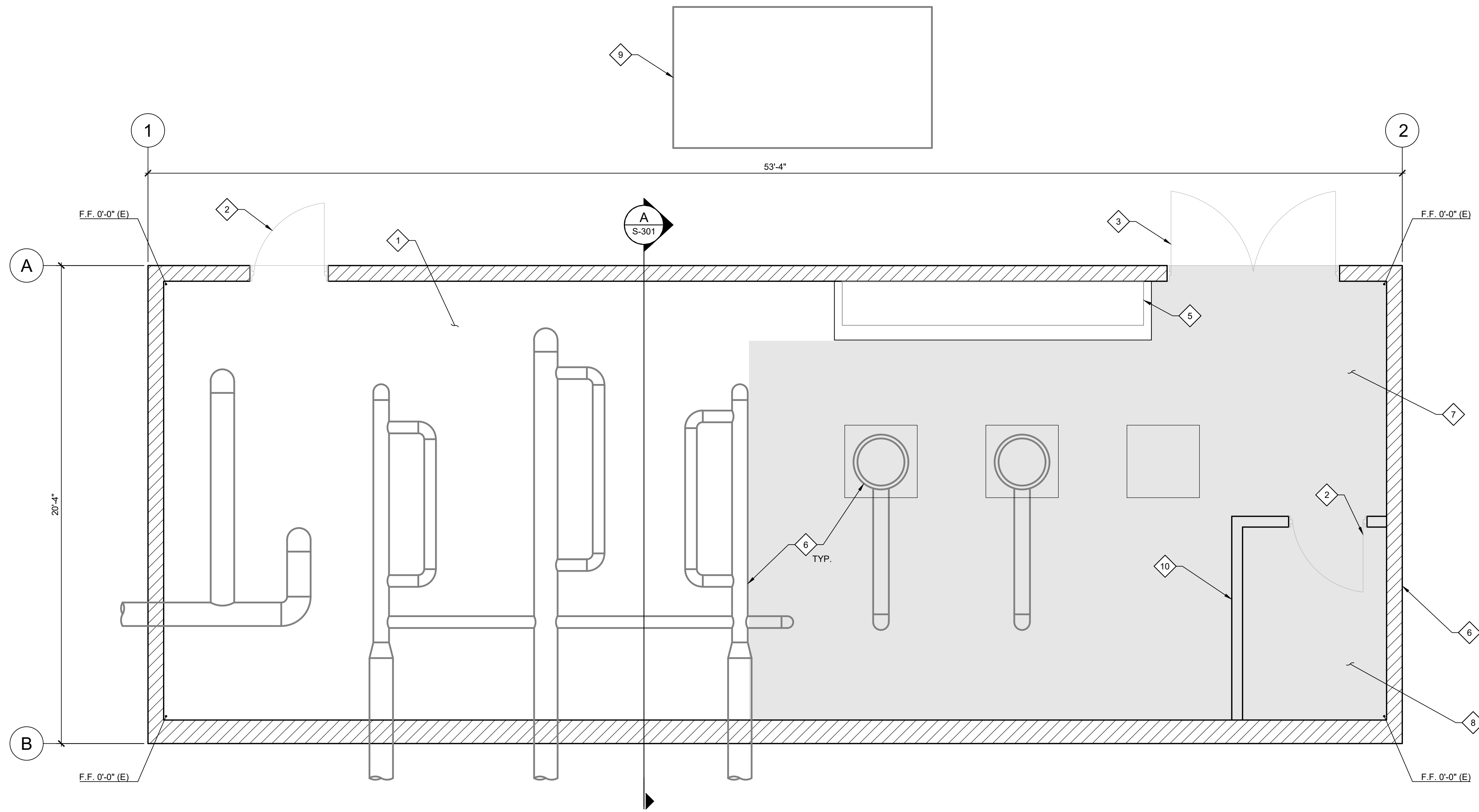
ENGINEERING DIVISION

DRAWING NO. S-002

DESIGNED BY: JQ
DRAWN BY: E.J.H.
CHECKED BY: E.Y.
PROJECT NO. 200-09353-23001
SHEET 5 OF 14 SHEETS

NEW ROOF DESIGN FOR APIAN WAY PUMP STATION

SPECIAL INSPECTIONS AND STRUCTURAL OBSERVATIONS



KEYNOTES: ◆

1. (E) CONCRETE FLOOR SLAB (PROTECT IN PLACE)
2. (E) SINGLE DOOR (PROTECT IN PLACE)
3. (E) DOUBLE DOOR (PROTECT IN PLACE)
4. (E) PUMP AND PIPING (PROTECT IN PLACE), TYP.
5. (E) ELECTRICAL CABINET (PROTECT IN PLACE)
6. (E) CMU WALL (PROTECT IN PLACE), TYP.
7. AREA TO MAINTAIN CLEAR AND ACCESSIBLE FOR OPERATION CREWS AT ALL TIME DURING CONSTRUCTION (SHADED)
8. (E) RESTROOM (PROTECT IN PLACE)
9. (E) GENERATOR FOUNDATION (PROTECT IN PLACE)
10. EXISTING STUD WALL ON CONCRETE CURB (PROTECT IN PLACE)

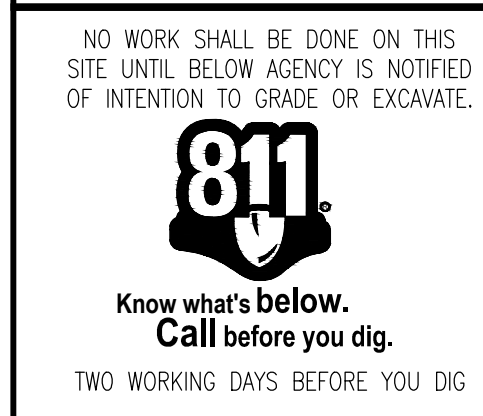
FLOOR PLAN

SCALE: 3/8"=1'-0"

NOTES TO CONTRACTOR:

1. THE PUMP STATION SHALL REMAIN IN OPERATION AT ALL TIME DURING CONSTRUCTION. DESIGNATED ACCESS AREA SHALL KEEP OPEN FOR OPERATION CREWS AT ALL TIME.
2. THE CONTRACTOR IS ALLOWED 2 SHUTDOWNS TOTAL. THE FIRST SHUTDOWN SHOULD BE DURING THE TEMPORARY ELECTRICAL WIRING TRANSITION, AND THE SECOND SHUTDOWN SHOULD BE DURING THE FINAL ELECTRICAL SYSTEM TRANSITION. THE ALLOWABLE SHUTDOWN TIME SHALL BE 8-HRS MAXIMUM FOR EACH ELECTRICAL WIRING SYSTEM TRANSITION. THE CONTRACTOR SHALL NOTIFY AND GET APPROVAL FROM THE CITY 48-HOURS PRIOR TO EACH SHUTDOWN.
3. CONTRACTOR TO PROVIDE TEMPORARY PROTECTION SUCH AS PROTECTIVE SCAFFOLDING OR OTHER MEANS FOR ALL EXISTING MECHANICAL AND ELECTRICAL COMPONENTS DURING THE ROOF DEMOLITION AND REPLACEMENT PROCESS.

DATUM:
 TOP OF EXISTING FINISH FLOOR AT THE INTERIOR PERIMETER OF THE BUILDING IS SET AT 0'-0"



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NO.	DATE	BY	DESCRIPTION	APPROVED



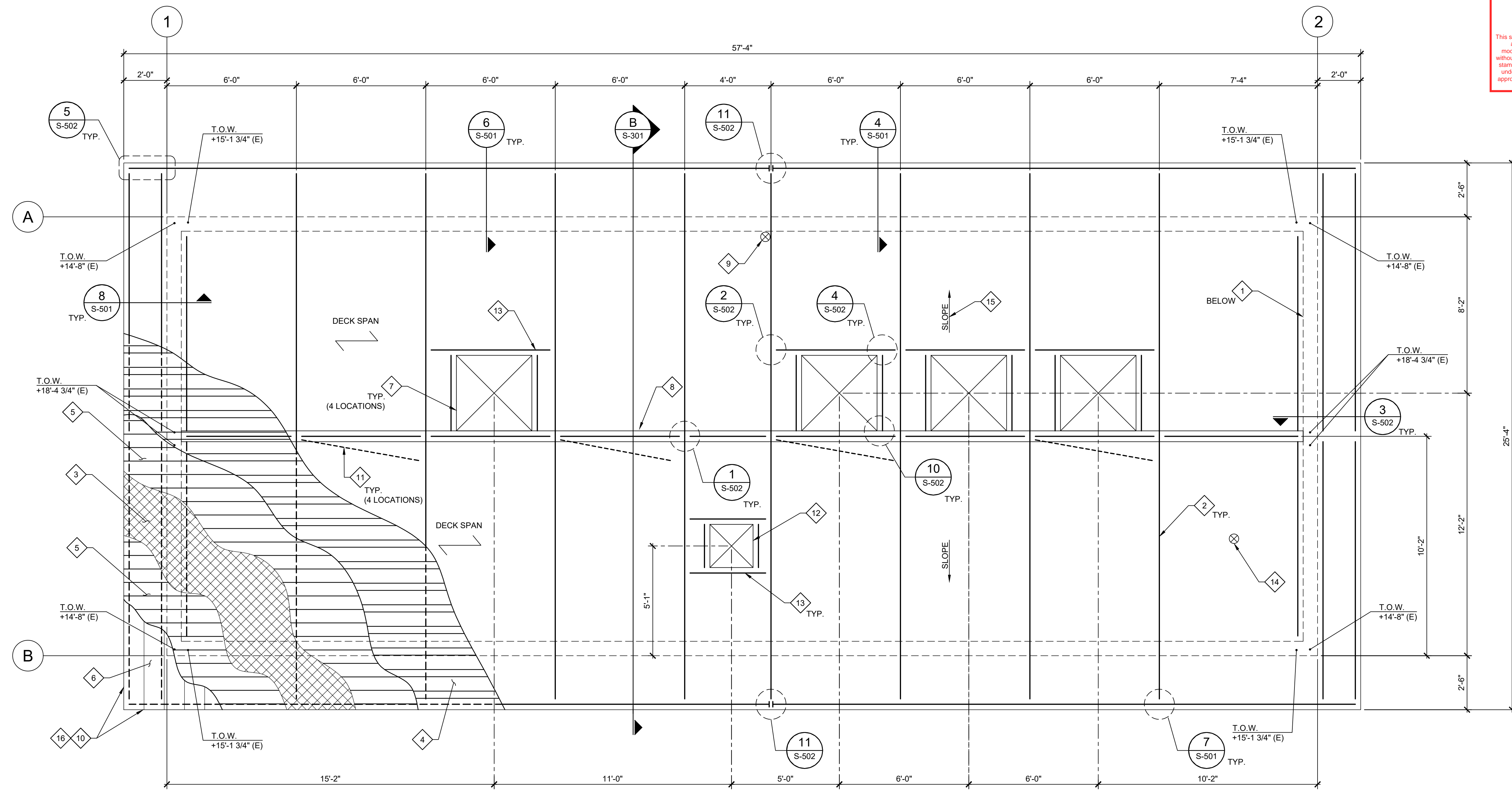
SUBMITTED BY: _____ DATE: _____

APPROVED BY CITY: _____ DATE: _____

NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION

FLOOR PLAN

DRAWING NO.	S-101
DESIGNED BY:	JQ
DRAWN BY:	EJH
CHECKED BY:	EY
PROJECT NO.	200-09353-23001
SHEET	6 OF 14 SHEETS

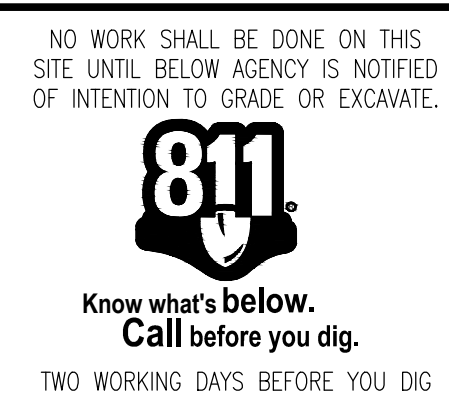


KEYNOTES:

- 1. EXISTING CMU BLOCK WALL
- 2. STRUCTURAL STEEL TUBE TRUSS - SEE DETAIL 9 ON SHEET S-501
- 3. 2" THICK RIGID INSULATION (EXPANDED POLYSTYRENE) SCREWS CONNECTING THE INSULATION TO THE METAL DECK SHALL ONLY PROTRUDE 1/2" BEYOND THE METAL DECK. THE SCREW PLACEMENT SHALL BE IN CONTINUOUS STRAIGHT LINES
- 4. 1 1/2" DEEP 16 GAUGE GALVANIZED STEEL DECK VERCO PLB OR APPROVED EQUAL - SEE DETAIL 1 ON SHEET S-501 FOR DECK ATTACHMENT
- 5. 5/8" THICK FIBERGLASS REINF. GYPSUM ROOF BOARD
- 6. METAL ROOFING PANELS 24 GAUGE MEDALLION-LOK BY MCELROY METALS (OR APPROVED EQUAL)
- 7. 42" SQUARE ALUMINUM FRAMED, ACRYLIC DOMED, SELF-FLASHING SKYLIGHT WITH INTEGRAL SECURITY BARS. BRISTOLITE AL-4646 OR APPROVED EQUAL.
- 8. HSS 3x3x3/16" RIDGE BEAM
- 9. OPENING IN ROOF FOR ANTENNA. PROVIDE PENETRATION FLASHING PER ROOFING MANUFACTURERS RECOMMENDATIONS.
- 10. ROOF FASCIA
- 11. TRUSS BRACING - DETAIL 6 ON SHEET S-502
- 12. 24" SQUARE OPENING IN ROOF DECK FOR EXHAUST FAN - SEE MECHANICAL DRAWINGS
- 13. L4X4X1/4 FRAMING FOR ROOF OPENINGS
- 14. OPENING IN ROOF FOR RESTROOM VENT PIPE. PROVIDE PENETRATION FLASHING PER ROOFING MANUFACTURERS RECOMMENDATIONS.
- 15. ROOF SLOPE TO MATCH EXISTING
- 16. COOL ROOF SRI RATING OF ROOFING PANELS SHALL BE 20 OR GREATER

ROOF FRAMING PLAN
 SCALE: 3/8"=1'-0"

DATUM:
 TOP OF EXISTING FINISH FLOOR AT THE
 INTERIOR PERIMETER OF THE BUILDING IS
 SET AT 0'-0"



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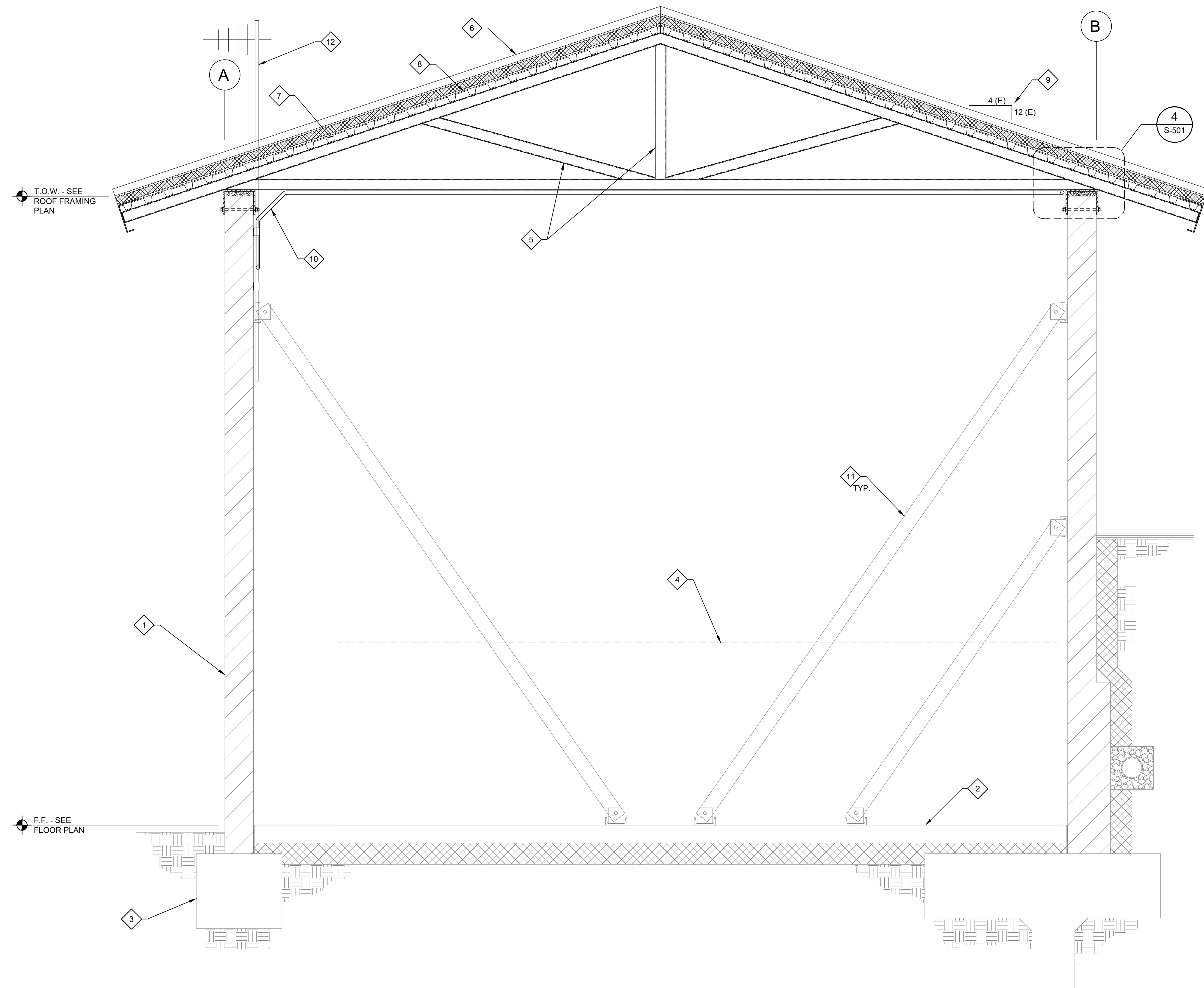
**NEW ROOF DESIGN FOR APPIAN WAY
 PUMP STATION**

ROOF FRAMING PLAN

DRAWING NO.	S-102
DESIGNED BY:	JQ
DRAWN BY:	EJH
CHECKED BY:	EY
PROJECT NO.	200-09353-23001
SHEET	7 OF 14 SHEETS

BUILDING AND SAFETY DIVISION
 Department of Public Works
APPROVED
 UNDER LOS ANGELES COUNTY CODE
 TITLES 26, 30 AND 31
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- KEYNOTES:** ◊
1. EXISTING CMU WALLS
 2. EXISTING CONCRETE FLOOR SLAB
 3. EXISTING CONCRETE WALL FOOTING
 4. EXISTING PUMP EQUIPMENT (PROTECT IN PLACE)
 5. STRUCTURAL STEEL TUBE ROOF TRUSS
 6. METAL ROOFING PANELS 24 GAUGE MEDALLION-LOK BY MCELROY METALS (OR APPROVED EQUAL). COOL ROOF SRI RATING OF ROOFING SHALL BE 20 OR GREATER
 7. RIGID INSULATION
 8. METAL ROOF DECK
 9. ROOF SLOPE TO MATCH EXISTING. CONTRACTOR TO FIELD VERIFY ROOF SLOPE PRIOR TO ROOF FRAMING FABRICATION
 10. ELECTRIC CONDUIT AND WIRE - SEE ELECTRICAL DRAWINGS
 11. THE CONTRACTOR SHALL BRACE THE EXISTING WALLS PRIOR TO THE REMOVAL OF THE EXISTING ROOF. THE BRACING SHALL REMAIN IN PLACE UNTIL THE NEW ROOF STRUCTURE AND DIAPHRAGM ARE COMPLETELY INSTALLED. THE DESIGN, CONFIGURATION, INSTALLATION AND MAINTENANCE OF THE BRACING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE BRACING SHALL KEEP THE EXISTING WALLS IN THEIR "AS CONSTRUCTED" POSITIONS. THE CONTRACTOR SHALL DOCUMENT THE CONDITION OF THE EXISTING WALLS PRIOR TO BEGINNING CONSTRUCTION AND SHALL MONITOR THE CONDITION AND POSITIONS OF THE WALLS DURING AND AFTER CONSTRUCTION.
 12. REINSTALL ANTENNA AND ANTENNA CONDUIT/POST TO MATCH THE EXISTING CONDITION, ATTACHMENT AND DIMENSIONS

A SECTION
 SCALE: 3/4"=1'-0"

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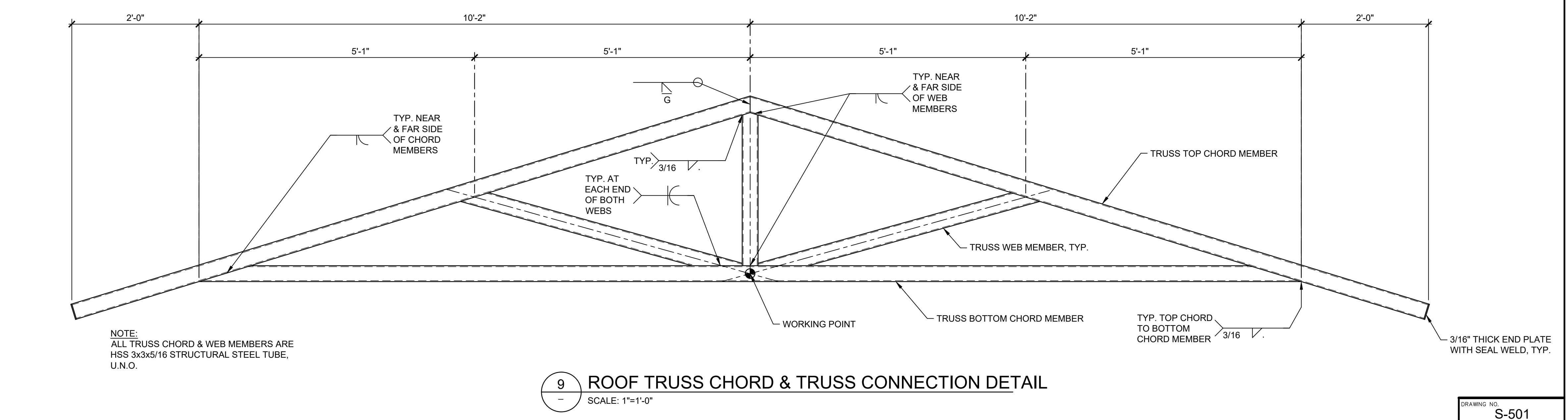
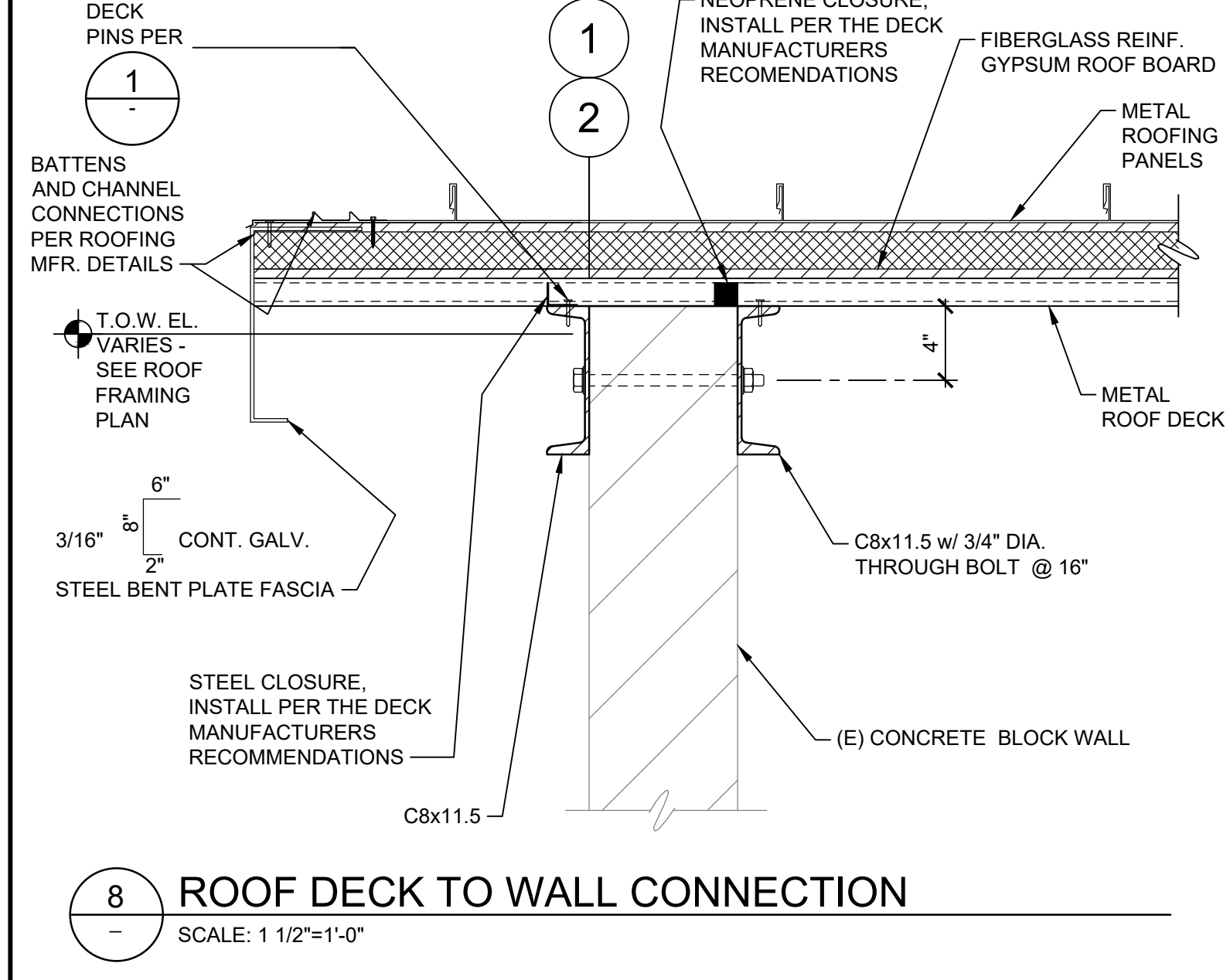
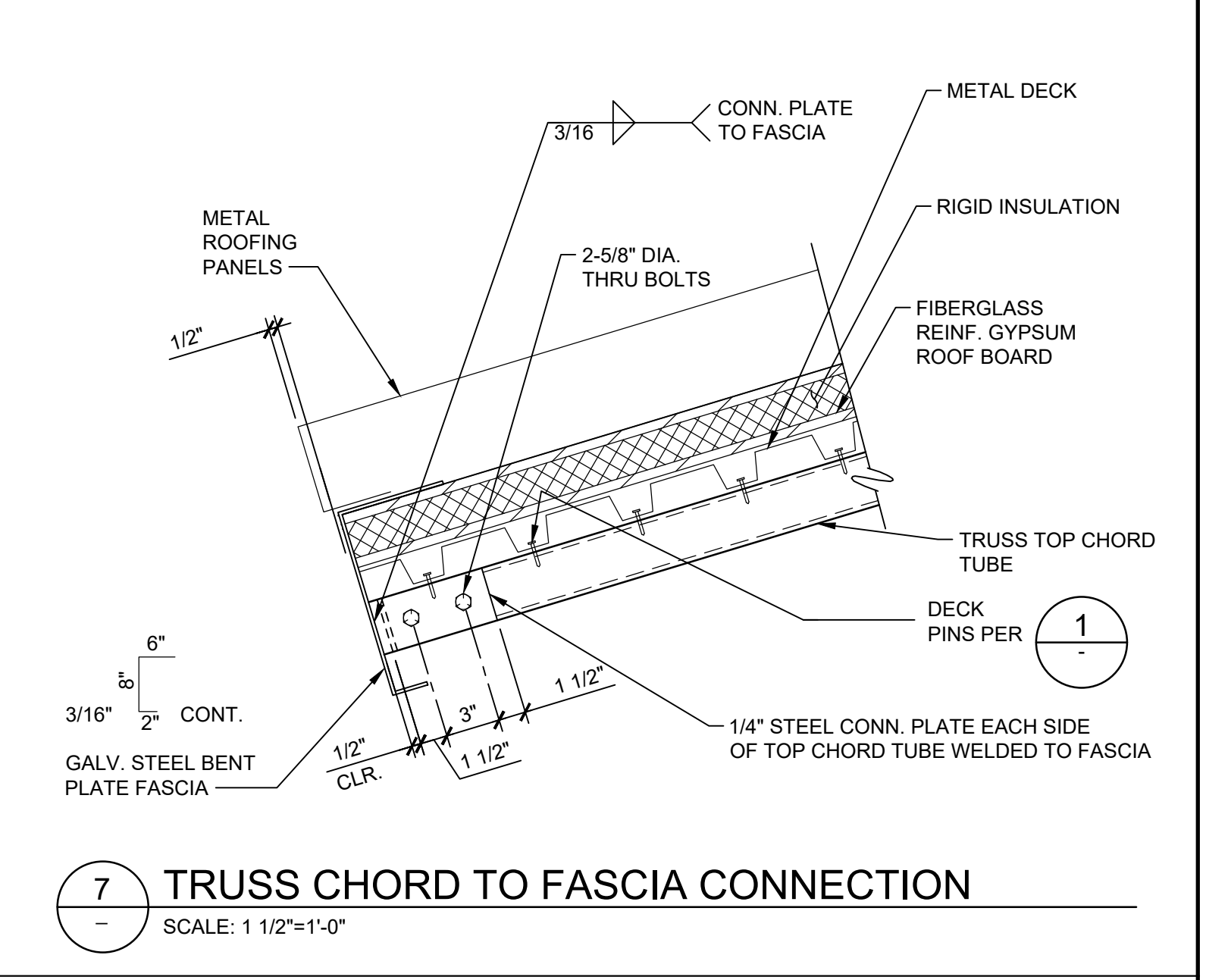
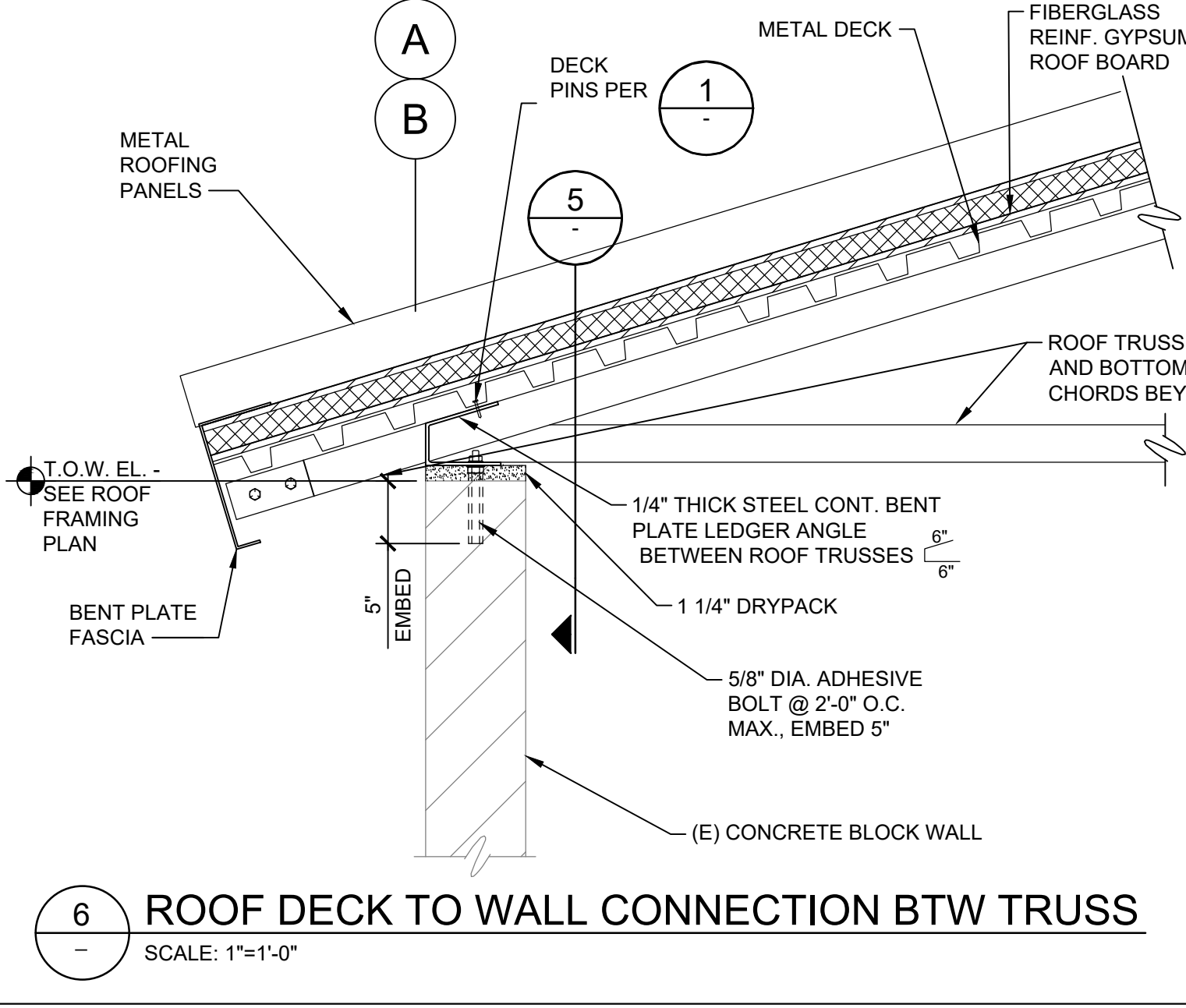
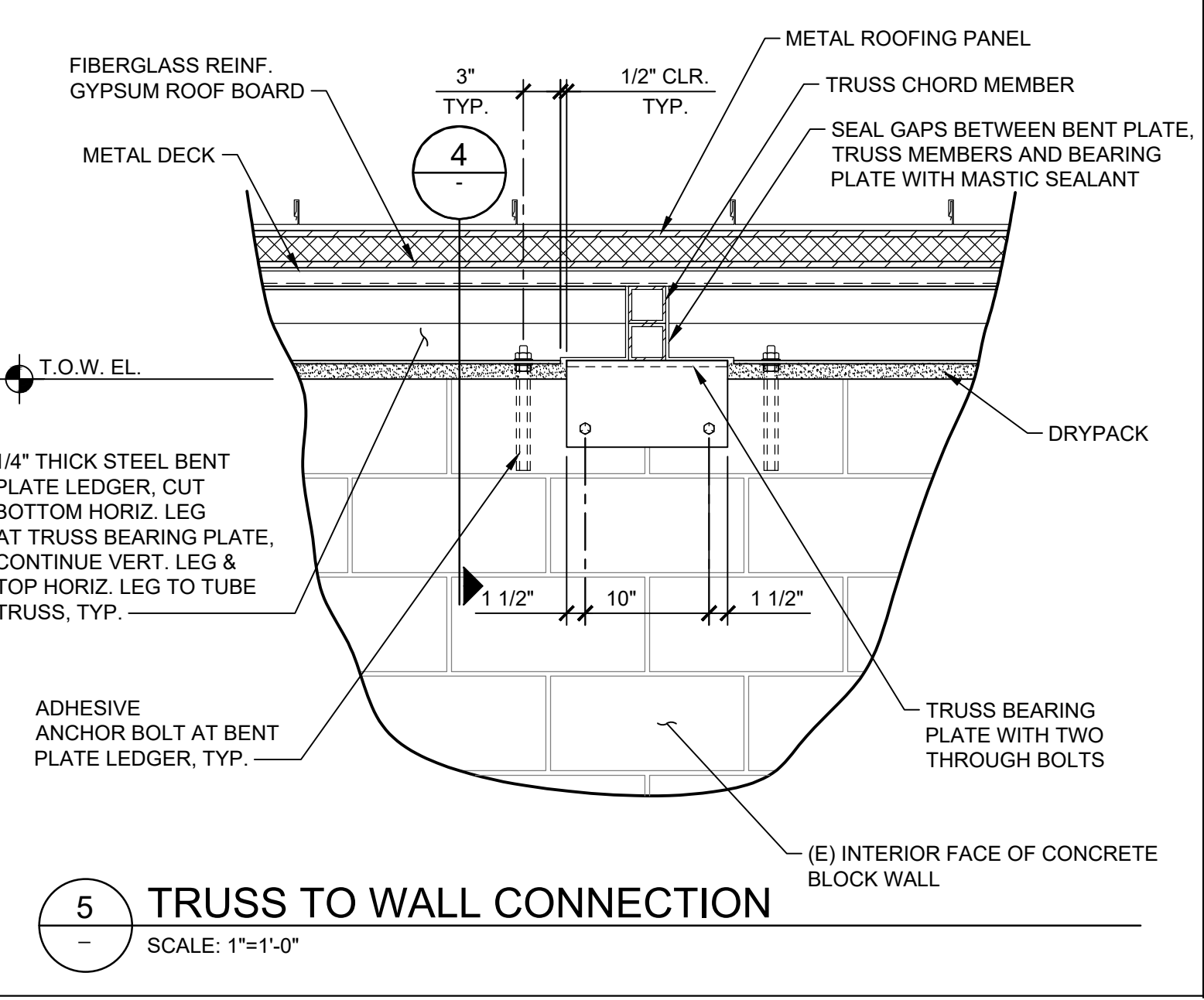
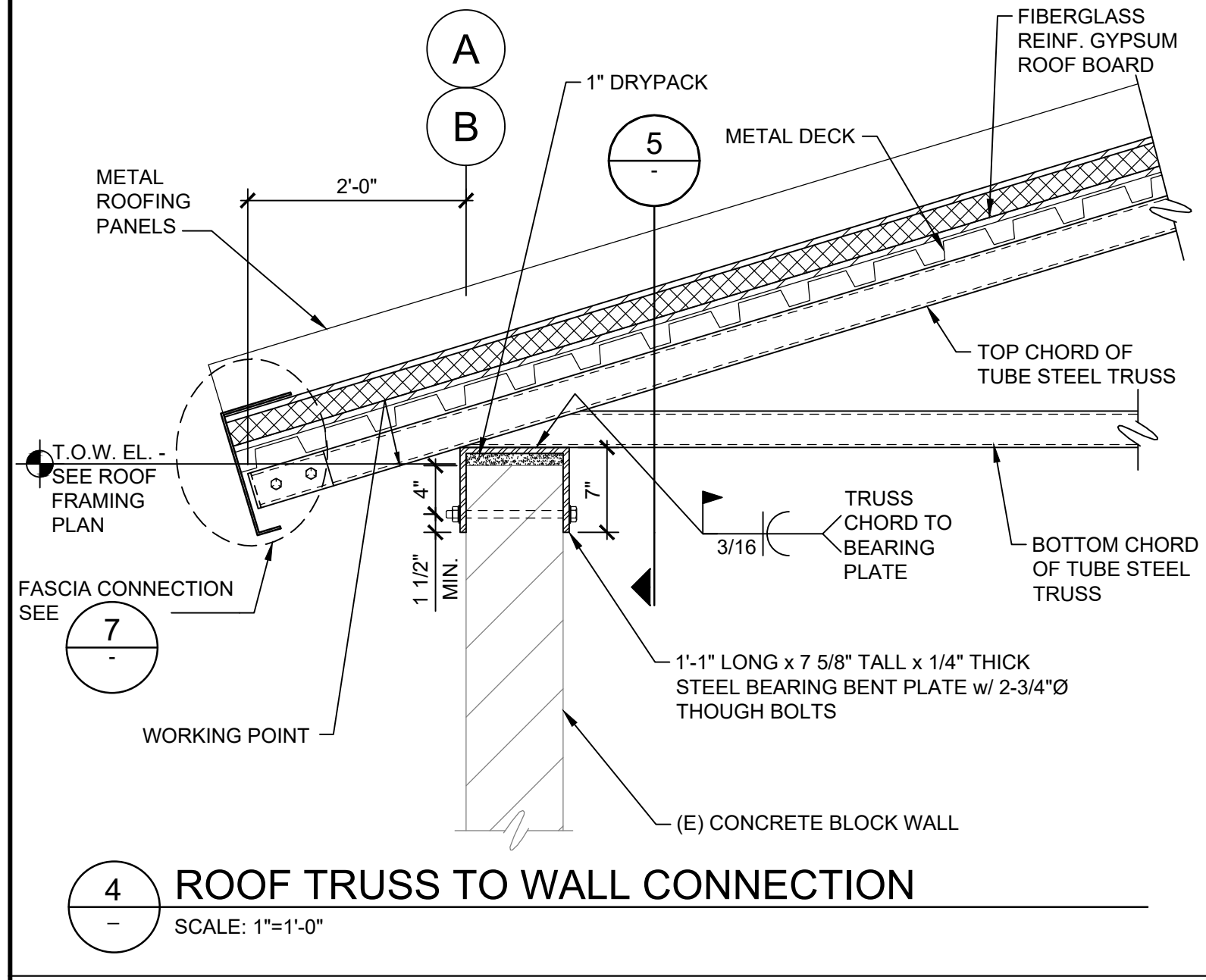
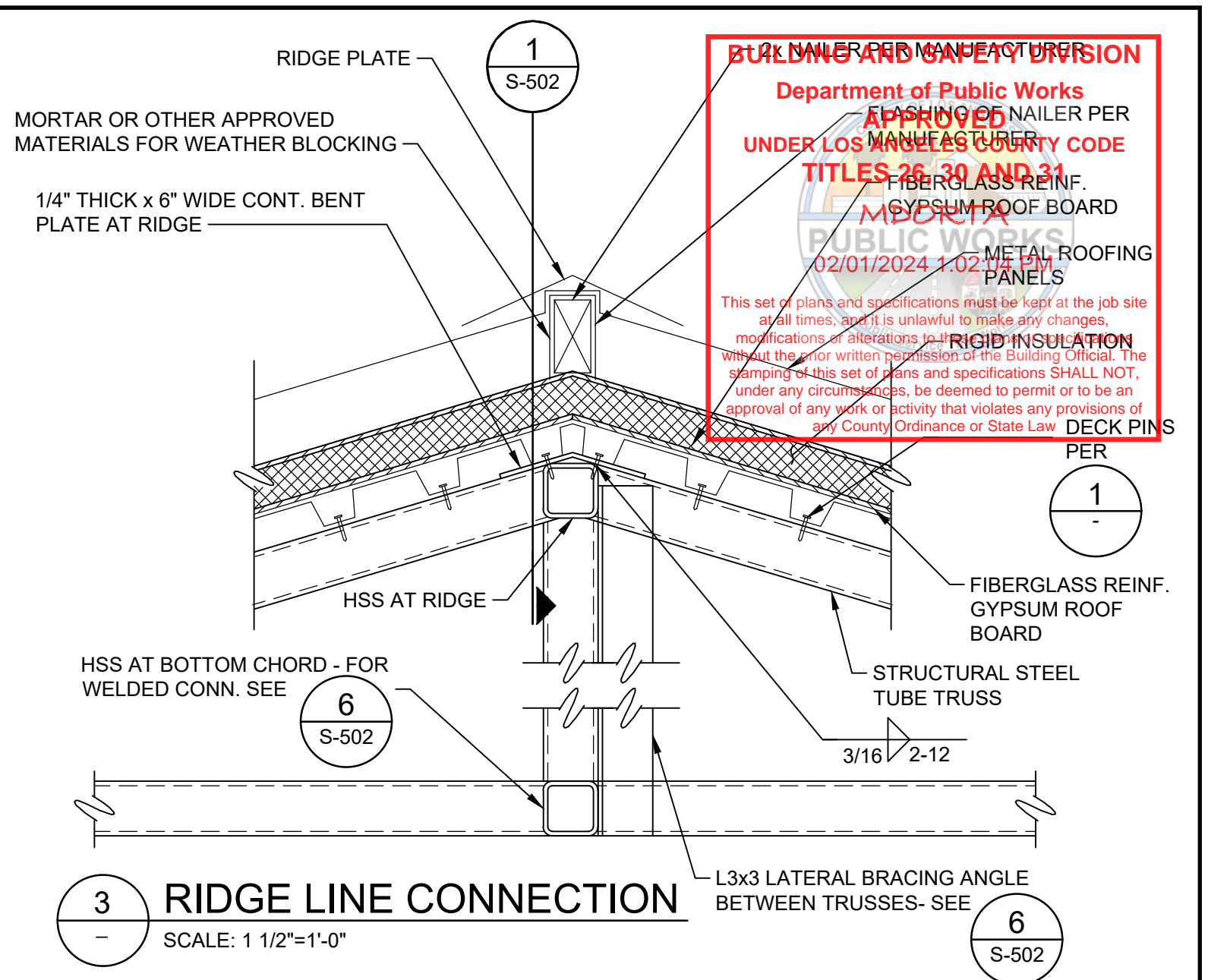
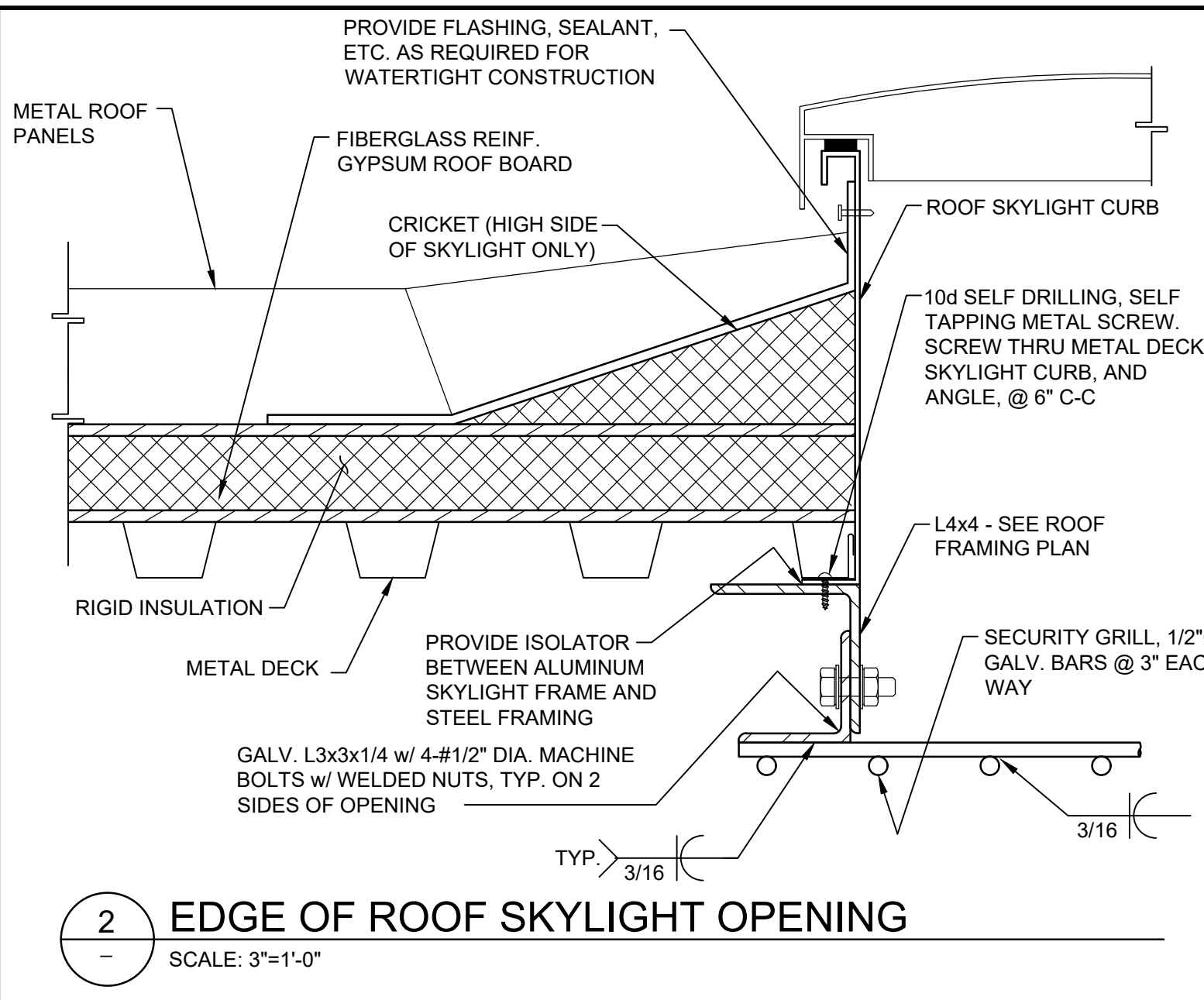
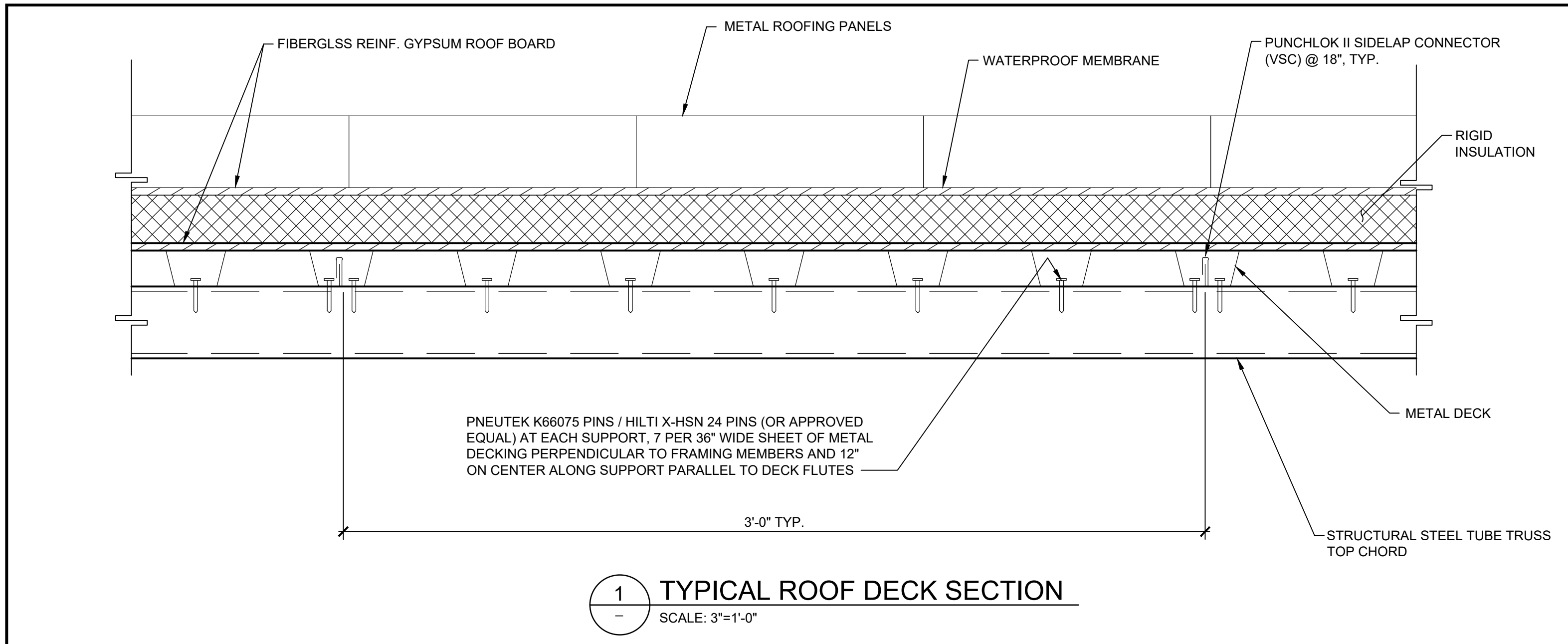
NO.	DATE	BY	DESCRIPTION	APPROVED



SUBMITTED BY : _____ DATE _____
 APPROVED BY CITY : _____ DATE _____
 ENGINEERING DIVISION

NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION
BUILDING SECTION

DRAWING NO.	S-301
DESIGNED BY :	JQ
DRAWN BY :	EJH
CHECKED BY :	EY
PROJECT NO.	200-09353-23001
SHT	8 OF 14 SHTS



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FOUNDED 1907
INCORPORATED JUNE 30, 1964

City of Lomita
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TEL. (310) 325-7110 FAX. (310) 325-4024

NO.	DATE	BY	DESCRIPTION	APPROVED

REGISTERED PROFESSIONAL ENGINEER
No. 6177
STATE OF CALIFORNIA

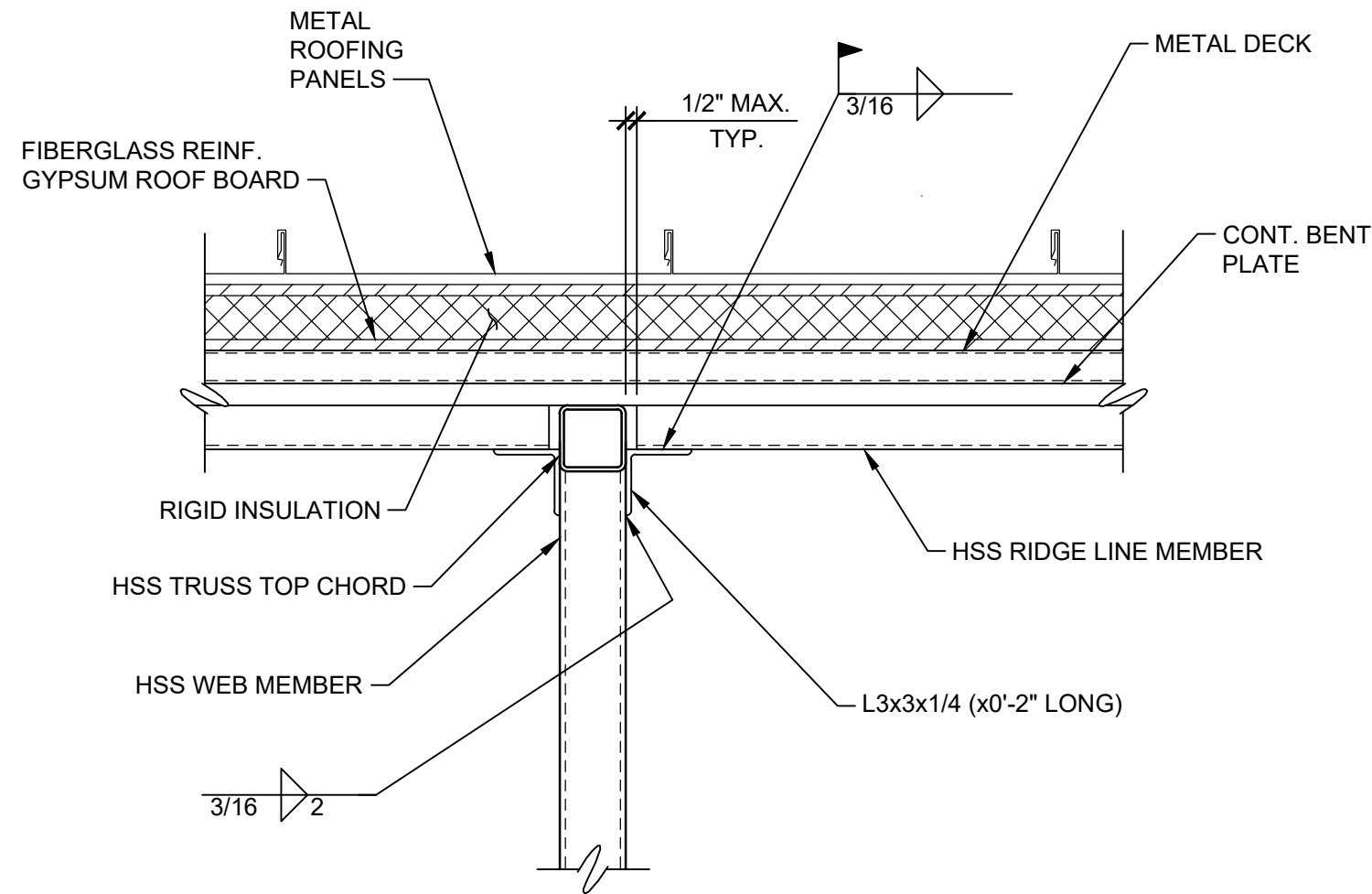
APPROVED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____

02/9/2024

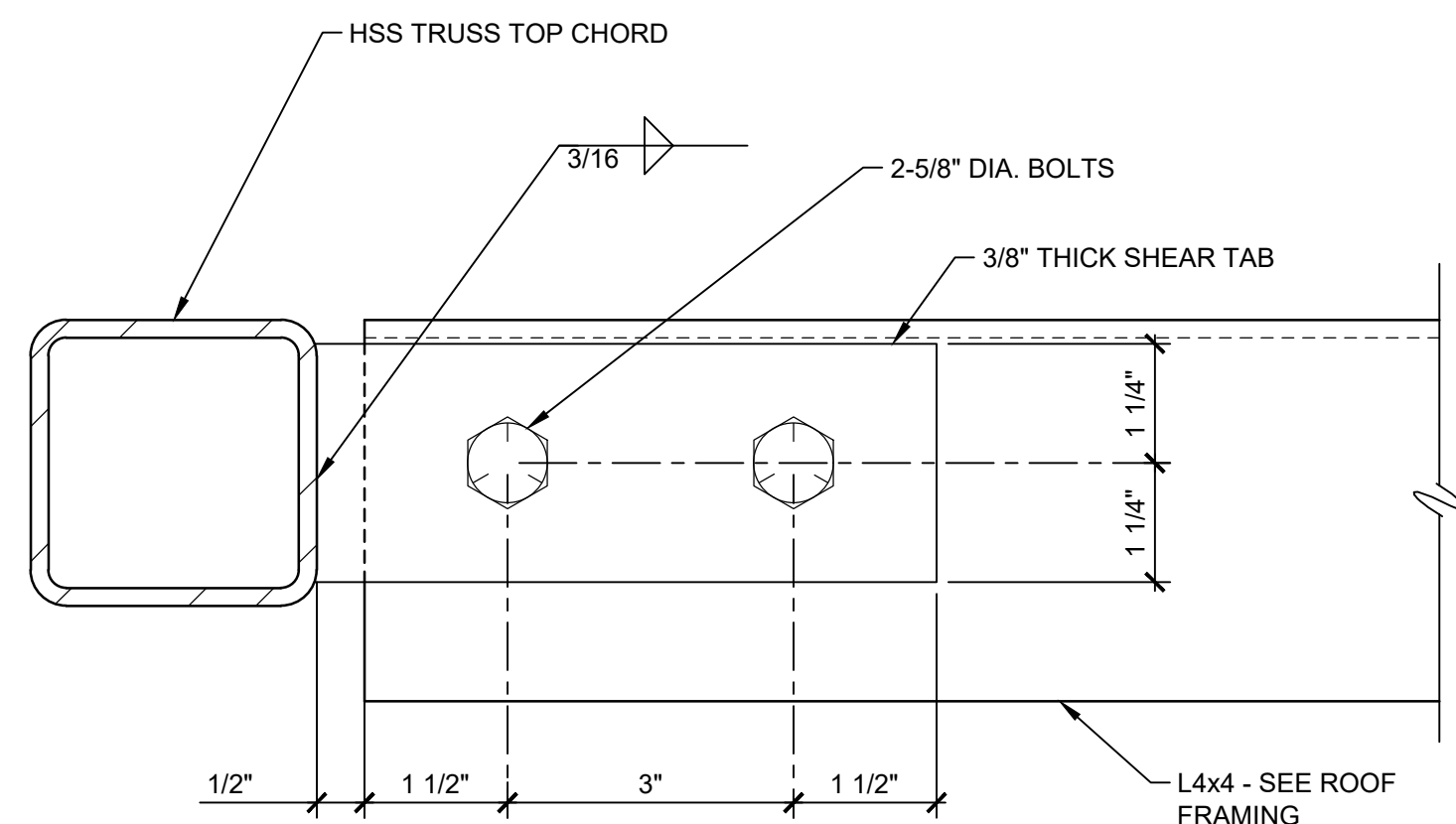
ENGINEERING DIVISION

NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION
STRUCTURAL DETAILS 1

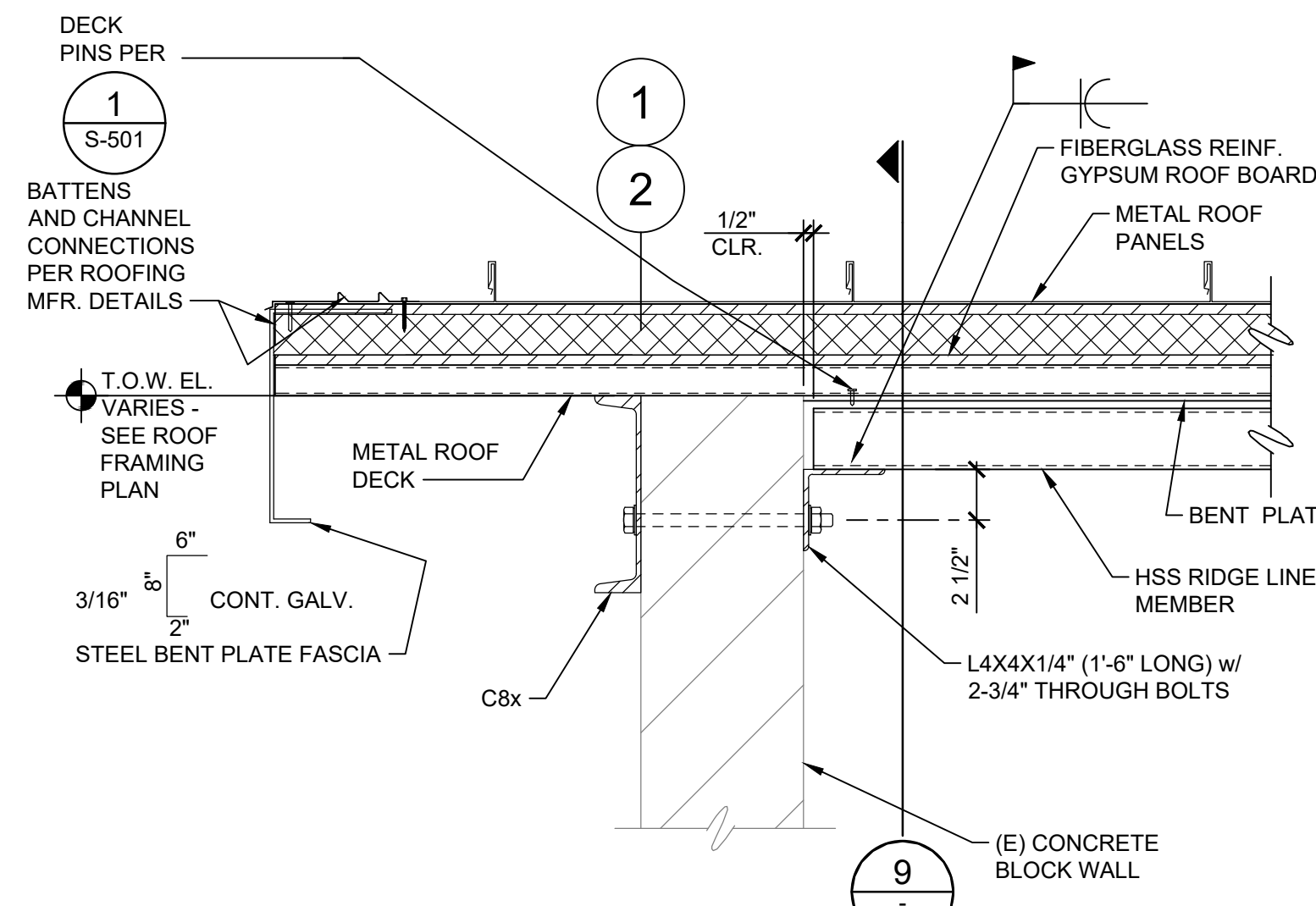
DRAWING NO. S-501
DESIGNED BY: JQ
DRAWN BY: EJM
CHECKED BY: EY
PROJECT NO. 200-09353-23001
SHT 9 OF 14 SHTS



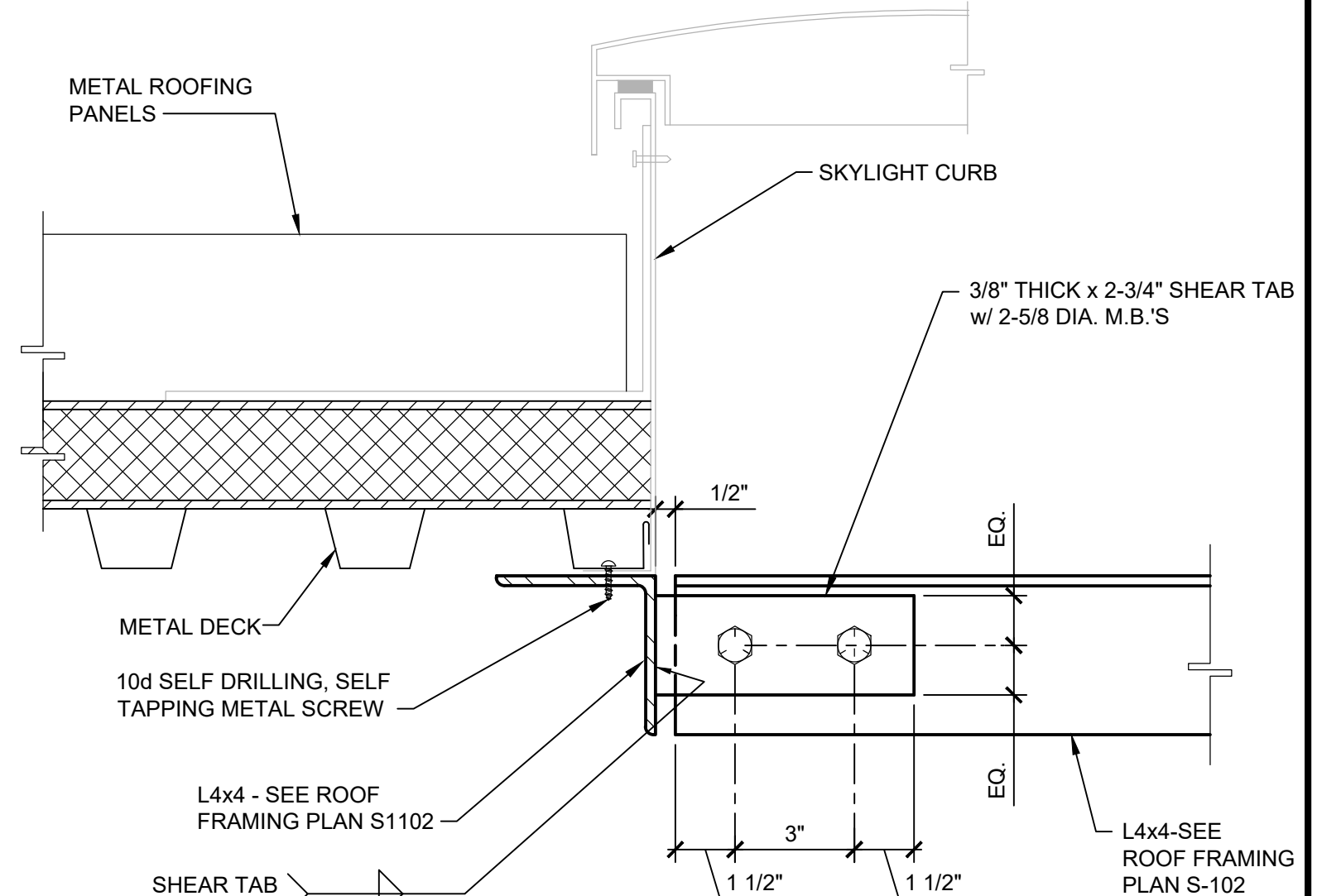
1 RIDGE LINE MEMBER TO TRUSS CONNECTION
SCALE: 1 1/2"=1'-0"



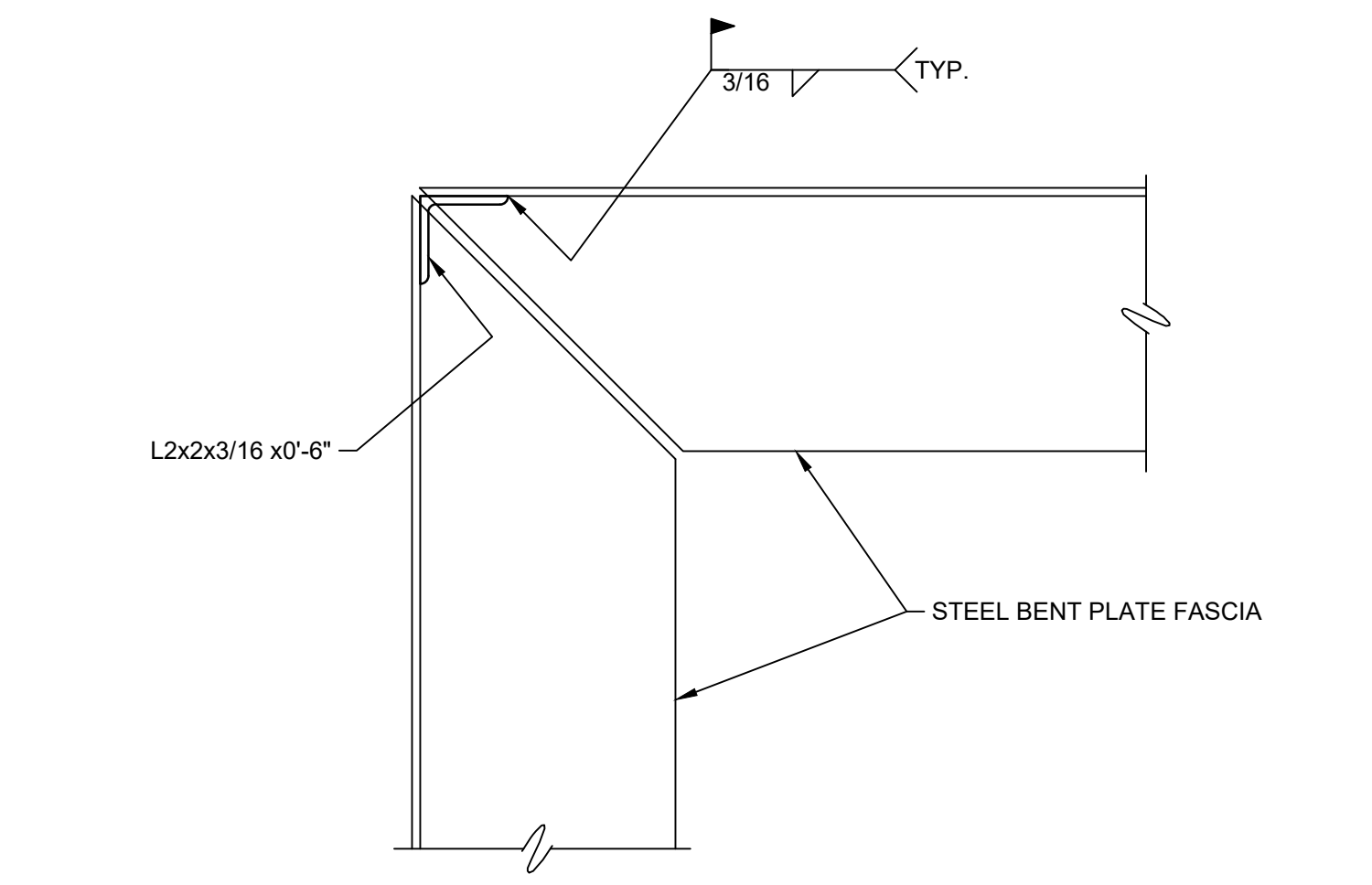
2 ANGLE TO HSS ROOF FRAMING CONNECTION
SCALE: HALFSCALE



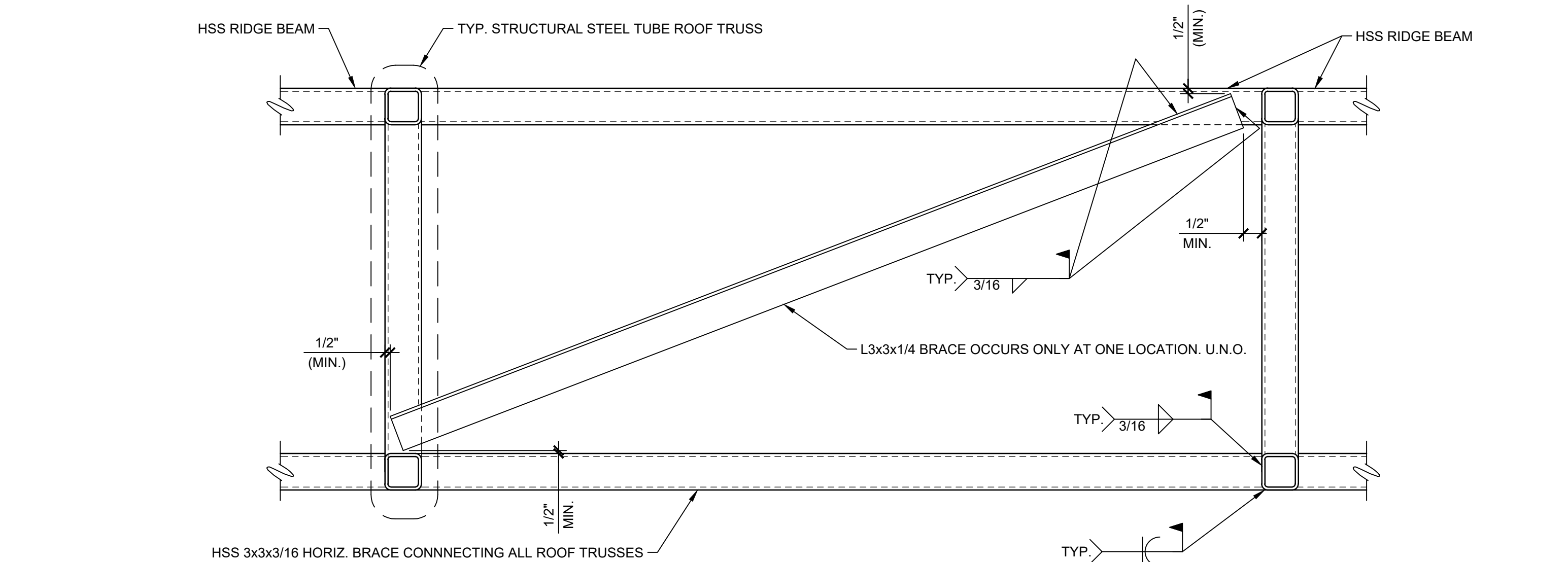
3 RIDGE LINE MEMBER TO END WALL CONNECTION
SCALE: 1 1/2"=1'-0"



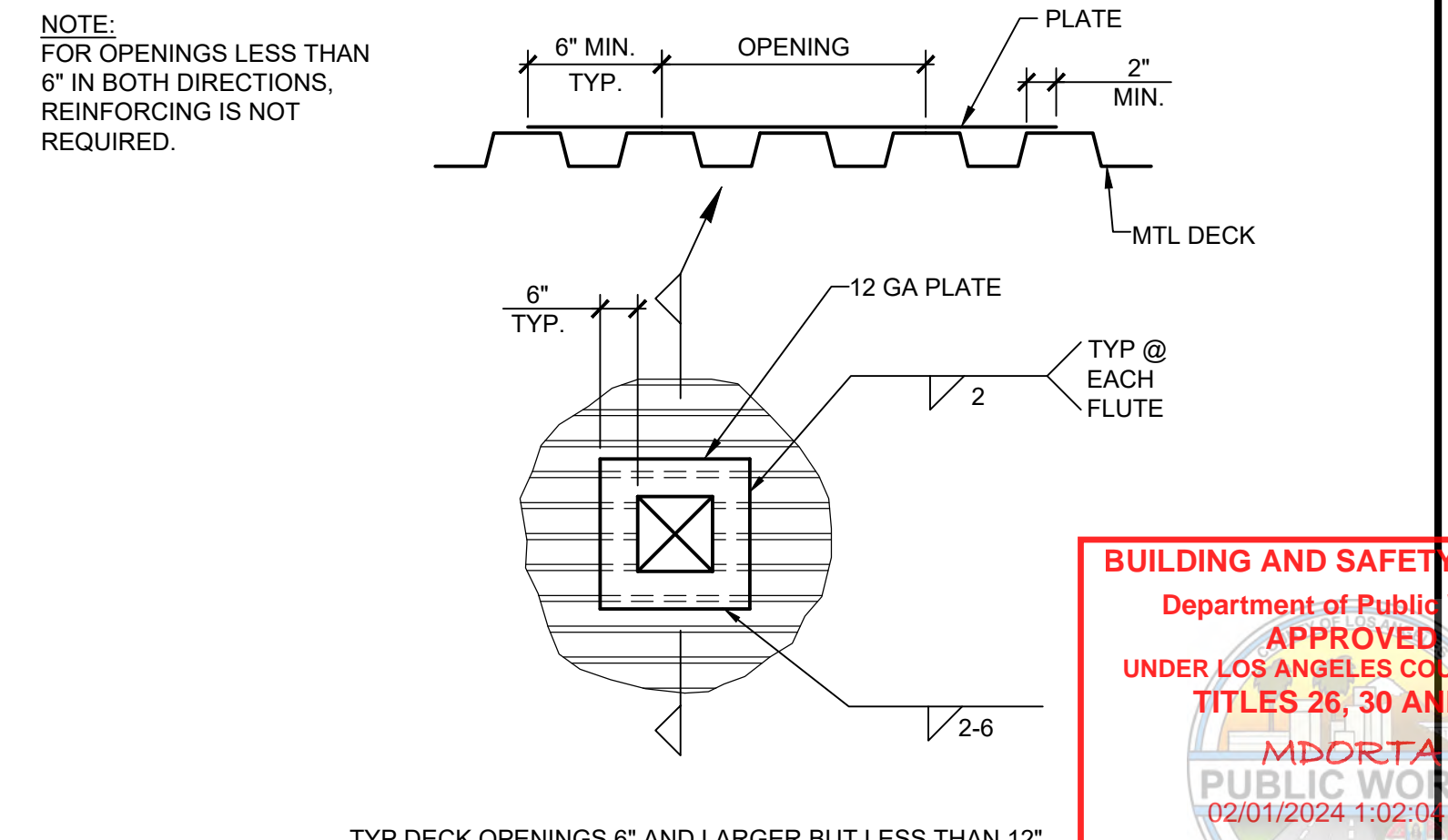
4 ANGLE TO ANGLE CONNECTION
SCALE: 3"=1'-0"



5 FASCIA CORNER CONNECTION
SCALE: 3"=1'-0"

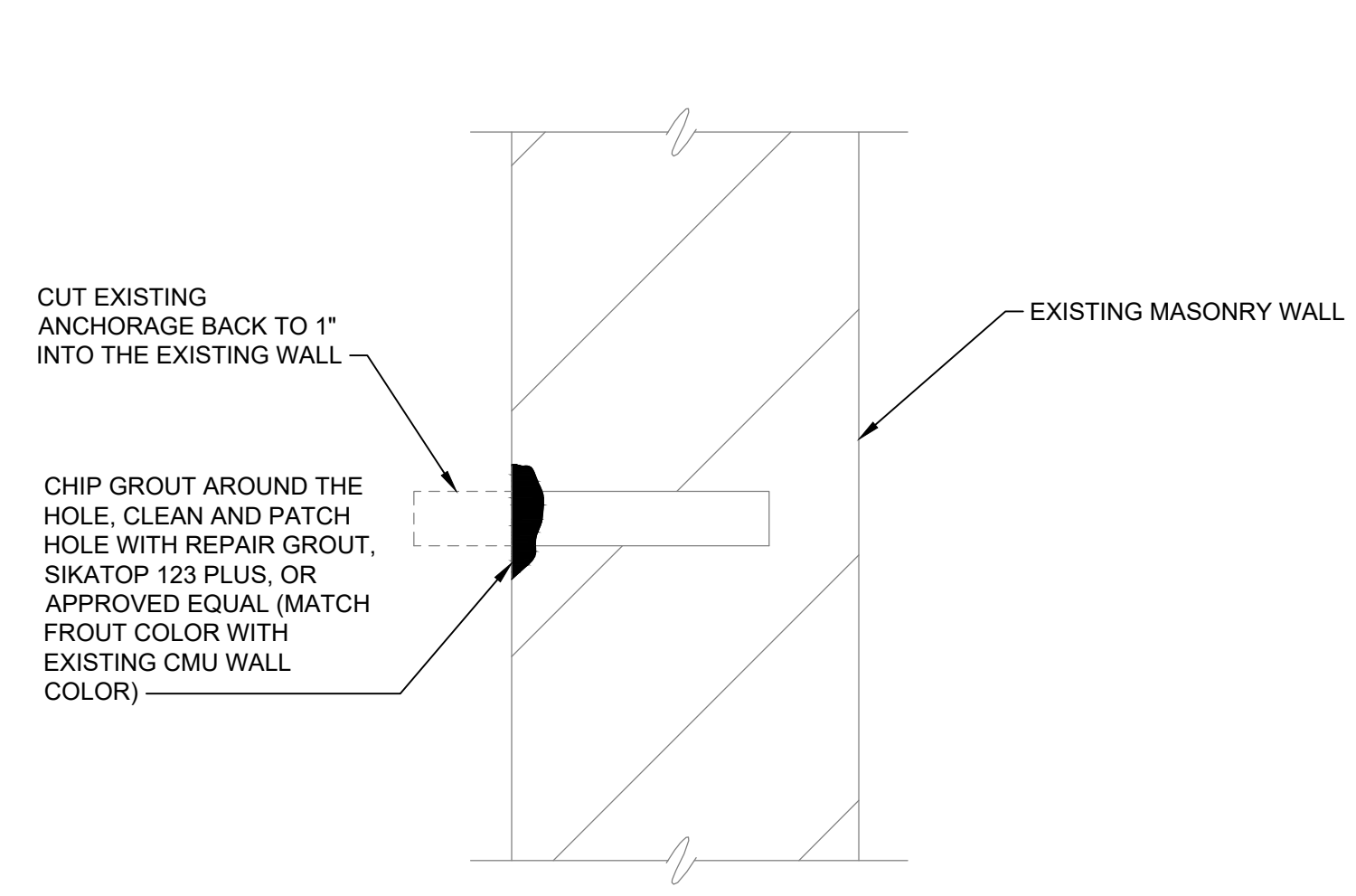


6 ROOF TRUSS BRACING
SCALE: 1 1/2"=1'-0"

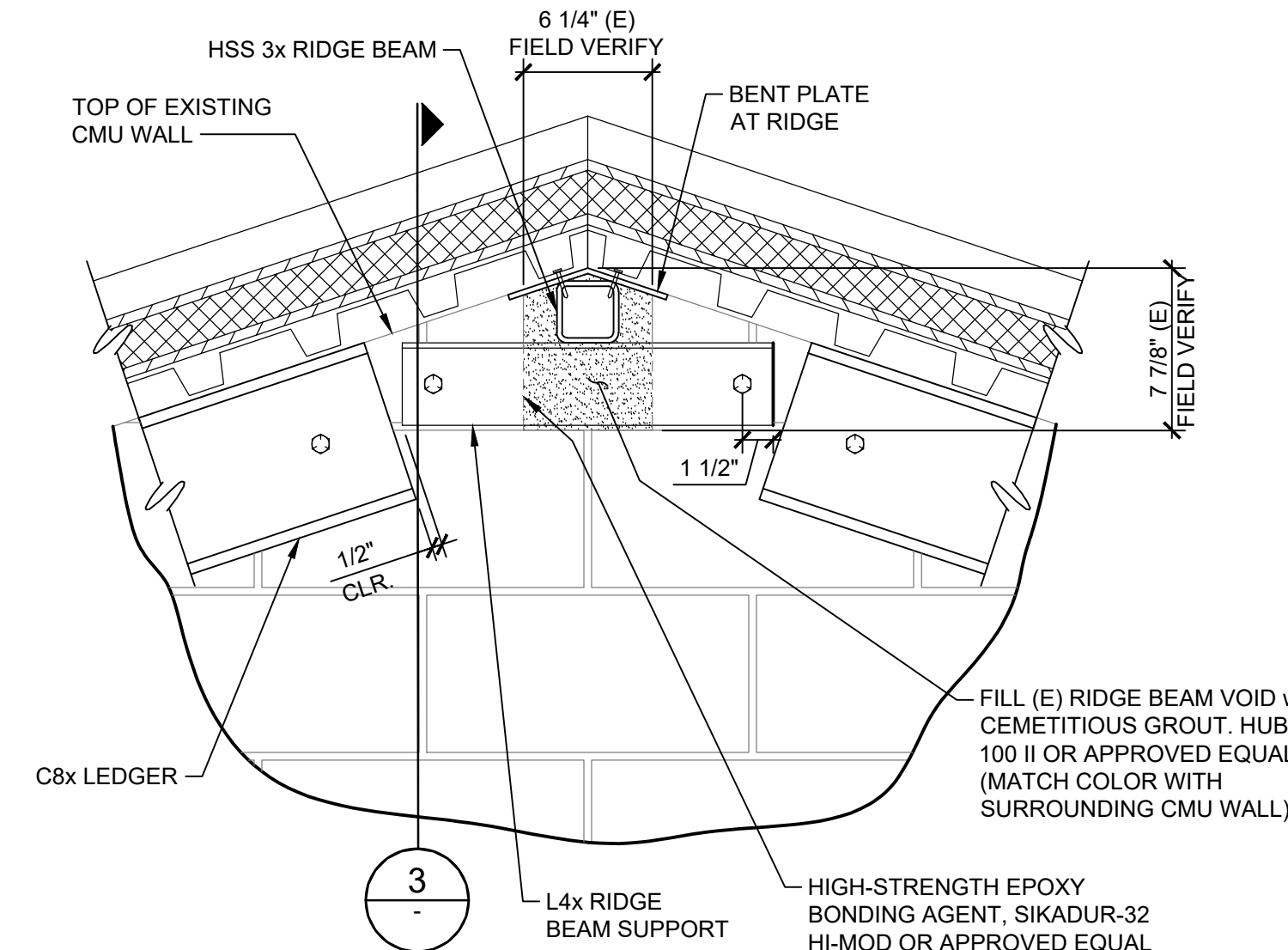


7 SMALL OPENING IN METAL DECK
SCALE: 1 1/2"=1'-0"

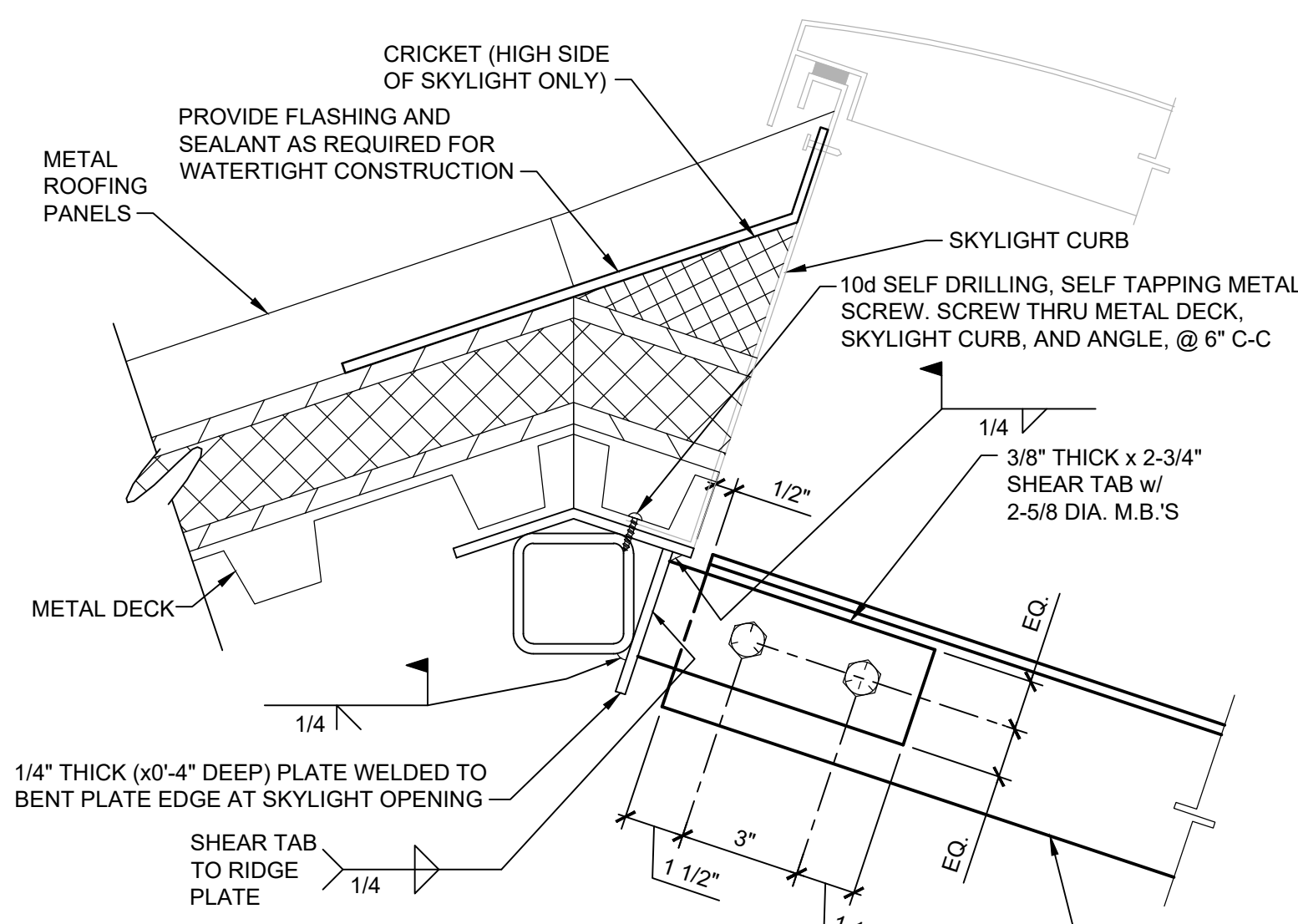
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02/01/2024 1:02:04 PM
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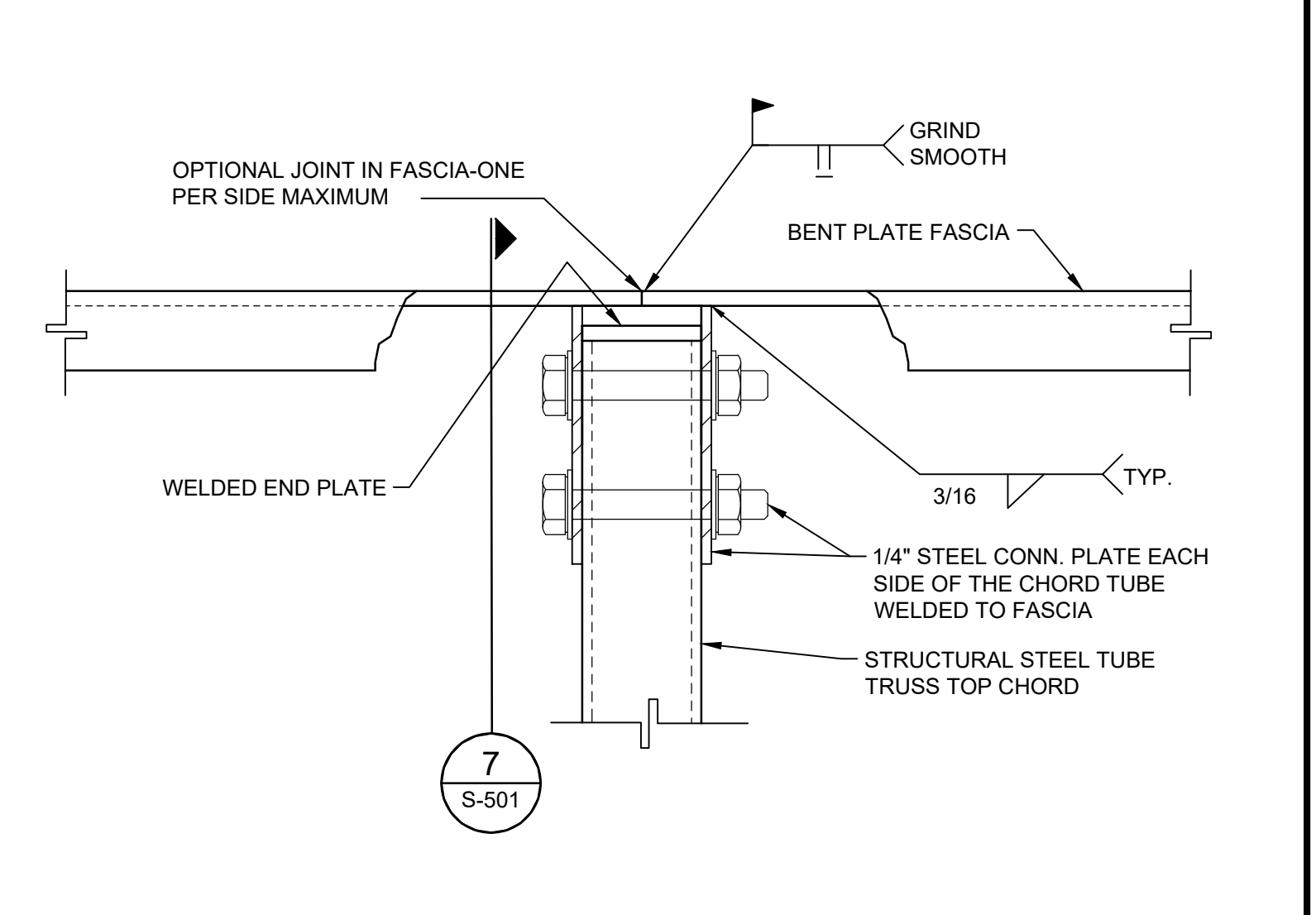
8 REMOVE EXISTING MASONRY ANCHORS
SCALE: 3"=1'-0"



9 RIDGE LINE TO END WALL CONNECTION
SCALE: 1 1/2"=1'-0"



10 SKYLIGHT OPENING AT RIDGE LINE
SCALE: 3"=1'-0"



11 TRUSS CHORD TO FASCIA - SPLICE CONNECTION
SCALE: 3"=1'-0"

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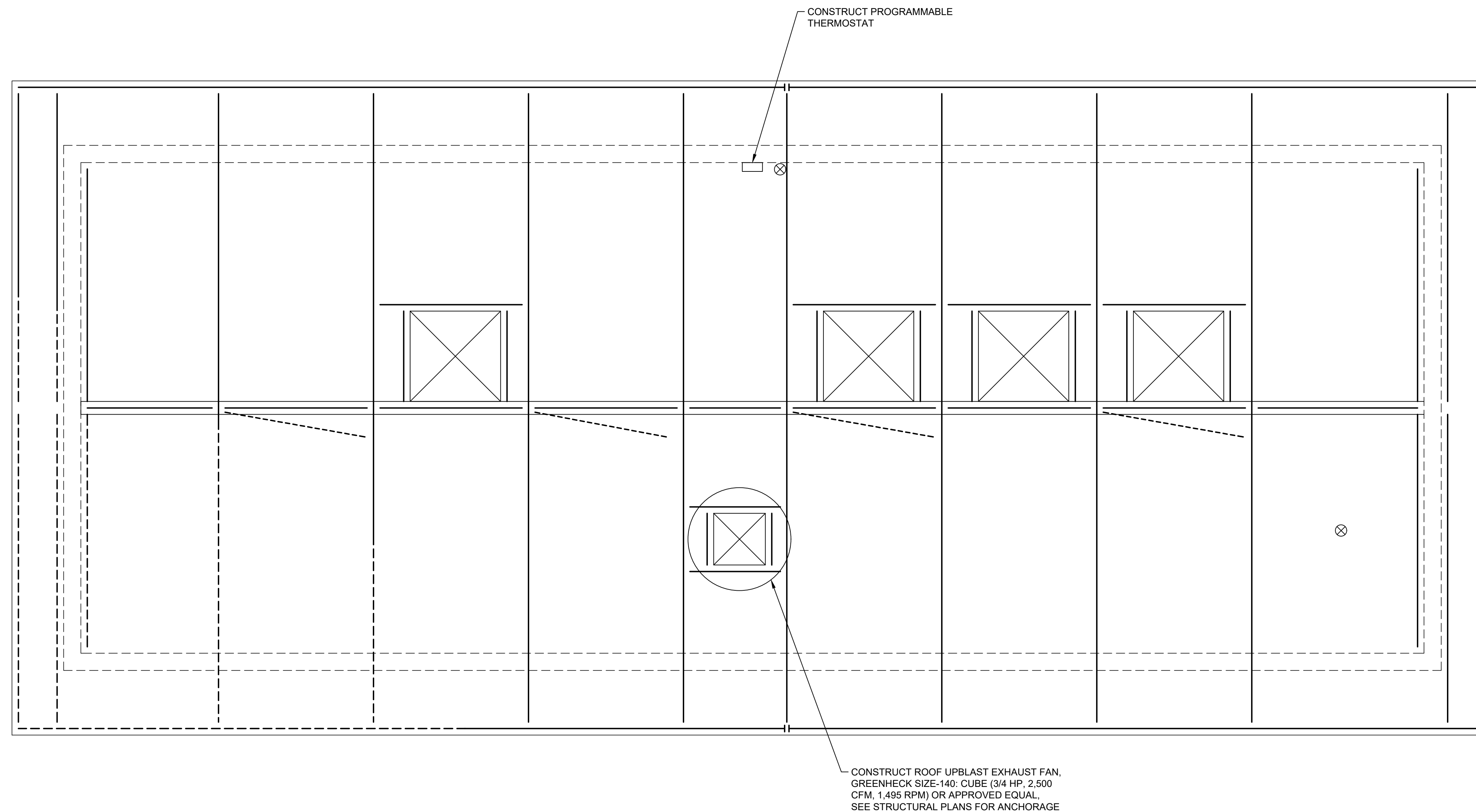
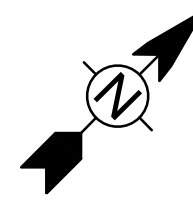
NO.	DATE	BY	DESCRIPTION	APPROVED

REGISTERED PROFESSIONAL ENGINEER
No. 6177
DATE: 02/9/2024
ENGINEERING DIVISION

NEW ROOF DESIGN FOR APPIAN WAY PUMP STATION
STRUCTURAL DETAILS 2
DRAWING NO. S-502
DESIGNED BY: JQ
DRAWN BY: EJH
CHECKED BY: EY
PROJECT NO. 200-09353-23001
SHEET 10 OF 14 SHEETS

BUILDING AND SAFETY DIVISION
 Department of Public Works
APPROVED
 UNDER LOS ANGELES COUNTY CODE
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MECHANICAL PLAN

SCALE: 3/8"=1'-0"

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NO.	DATE	BY	DESCRIPTION	APPROVED



SUBMITTED BY : _____ DATE _____

APPROVED BY CITY : _____ DATE _____

ENGINEERING DIVISION

**NEW ROOF DESIGN FOR APPIAN WAY
 PUMP STATION**

MECHANICAL PLAN

DRAWING NO.	M-101
DESIGNED BY :	AML
DRAWN BY :	AML
CHECKED BY :	KRB
PROJECT NO.	200-09353-23001
SHT	11 OF 14 SHITS

ELECTRICAL SYMBOLS - PLANS	
SYMBOL	SYMBOL DESCRIPTION
	DUPLEX RECEPTACLE (WP, GFCI AS INDICATED)
	JUNCTION BOX
	SWITCH (3 = 3-WAY SWITCH, 4 = 4-WAY SWITCH, ETC.)
	FLUORESCENT LUMINAIRE CONTROLLED BY SWITCH a
	FLUORESCENT LUMINAIRE CONTROLLED BY SWITCH a W/ EMERGENCY BATTERY PACK
	EMERGENCY LIGHT
	WALL MOUNTED LUMINAIRE
	EXIT LIGHT
	DOWN LIGHT
	POLE MOUNTED LUMINAIRE
	LUMINAIRE TYPE LAMP WATTAGE
	CONDUIT REFERENCE SEE LUMINAIRE SCHEDULE FOR DETAILS
	CONDUIT REFERENCE A = ANALOG SIGNAL C = CONTROL D = DATA LINK F = FIBER OPTIC P = POWER T = TELEPHONE
	UNDERGROUND CONDUIT
	EXPOSED CONDUIT
	GROUNDING CONDUCTOR 30" BELOW GRADE
	HOMERUN TO PANEL "A", CIRCUIT 3
	CONDUIT STUBBED AND CAPPED
	CONDUIT BENDS TOWARD OBSERVER
	CONDUIT BENDS AWAY FROM OBSERVER
	FLEXIBLE CONDUIT CONNECTION (FROM COUPLING/STUB-UP OR JBOX)
	PANELBOARD
	DISCONNECT SWITCH
	COMBINATION STARTER & DISCONNECT SWITCH
	HANDHOLE OR PULL BOX
	DUCT SMOKE DETECTOR
	SMOKE DETECTOR
	FIRE ALARM MANUAL PULL STATION
	FIRE ALARM STROBE
	TELEPHONE OUTLET
	DATA OUTLET
	CONDUIT SEAL
	CONDUIT & WIRE FOR FIRE ALARM SYSTEM
	CONDUIT & WIRE FOR ELECTRONIC KEY PAD TO PLC
	ELECTRONIC KEYPAD
	FIRE ALARM CONTROL PANEL
	LOCAL CONTROL SWITCH
	THERMOSTAT
	INTRUSION SWITCH
	MOTOR (NUMBER INDICATES HORSEPOWER)
	GROUND ROD

ELECTRICAL SYMBOLS - SCHEMATIC DIAGRAMS		
NORMALLY OPEN	NORMALLY CLOSED	SYMBOL DESCRIPTION
		CONTACT
		TIMED CONTACT, CONTACT ACTION REVERSES ON ENERGIZATION (ON DELAY)
		TIMED CONTACT, CONTACT ACTION REVERSES ON DE-ENERGIZATION (OFF DELAY)
		LEVEL SWITCH
		PRESSURE SWITCH
		TEMPERATURE SWITCH
		LIMIT SWITCH
		FLOW SWITCH
		PUSH BUTTON SINGLE CIRCUIT MOMENTARY CONTACT
		SELECTOR SWITCH HOA: HAND-OFF-AUTO (HOA SHOWN IN HAND MODE) HO: HAND-OFF HOR: HAND-OFF-REMOTE R-O: REMOTE-OFF SEE SYMBOLE NOTE 2.
		MOTOR OVERLOAD DEVICE CONTACTS
		PILOT LIGHT A= AMBER, G= GREEN, R= RED, W= WHITE
		CONTROL RELAY
		TIME DELAY RELAY
		MOTOR OR STARTER COIL
		SOLENOID OPERATED VALVE
		ELAPSED TIME METER
		FUSE
		CONTROL POWER TRANSFORMER
		GROUND
		MOTOR SPACE HEATER

SYMBOL NOTES

- THIS DRAWING CONTAINS INDUSTRY STANDARD SYMBOLS. NOT ALL SYMBOLS SHOWN ARE USED ON THIS PROJECT.
- FOR HOA SWITCHES, "XOO" INDICATES THAT THE TOP CONTACT IS CLOSED WHEN THE SWITCH IS SET TO HAND MODE, AND ALL OTHER SWITCH CONTACTS ARE OPEN; "OXO" INDICATES THAT THE MIDDLE CONTACT IS CLOSED WHEN THE SWITCH IS SET TO OFF MODE, AND ALL OTHER SWITCH CONTACTS ARE OPEN; "OOX" INDICATES THAT THE BOTTOM CONTACT IS CLOSED WHEN SWITCH IS IN AUTO MODE, ALL OTHER SWITCH CONTACTS ARE OPEN.

ELECTRICAL SYMBOLS - SINGLE LINE DIAGRAM	
DEVICE	SYMBOL DESCRIPTION
	DRY TYPE TRANSFORMER
	POTENTIAL TRANSFORMER
	CURRENT TRANSFORMER
	FUSE
	MOTOR, 40 HORSEPOWER
	GROUNDING ELECTRODE
	LOW VOLTAGE CIRCUIT BREAKER MCCB UON
	VARIABLE FREQUENCY DRIVE
	SOLID STATE STARTER (SOFT STARTER)
	SURGE PROTECTION DEVICE
	POWER QUALITY MONITOR
	SOLID STATE TRIP
	MOTOR PROTECTION RELAY
	NON-FUSED DISCONNECT SWITCH
	FUSED DISCONNECT SWITCH
	VALVE MOTOR AND ACTUATOR
	MOTOR OVERLOAD HEATER
	MAGNETIC MOTOR STARTER FVNR1 = FULL VOLTAGE NON-REVERSING, NEMA SIZE 1 RV2S2W = REDUCED VOLTAGE 2-SPEED, 2-WINDING
	METER, ELECTRIC UTILITY GRADE UON

ELECTRICAL ABBREVIATIONS

(D)	DEMOLISH
(E)	EXISTING
(F)	FUTURE
(N)	NEW
(R)	RELOCATE
A	AMPERES, ANALOG SIGNAL
AC	ALTERNATING CURRENT
AF	AMPERES FRAME
AFG	ABOVE FINISHED FLOOR
AIC	AMPERES INTERRUPTING CAPACITY
AT	AMPERES TRIP
AWG	AMERICAN WIRE GAUGE
BC	BARE COPPER
BFG	BELOW FINISHED GRADE
C	CONDUIT
CB	CIRCUIT BREAKER
CCT	CORRELATED COLOR TEMPERATURE
CO	CONDUIT ONLY
CP	CONTROL PANEL
CPT	CONTROL POWER TRANSFORMER
CR1	COLOR RENDERING INDEX
CT	CURRENT TRANSFORMER
CU	COPPER
DC	DIRECT CURRENT
DSB	DISTRIBUTION SWITCHBOARD
EF	EXHAUST FAN
ELEV	ELEVATION
ETM	ELAPSED TIME METER
EWI	ELECTRIC WATER HEATER
FCB	FEEDER CIRCUIT BREAKER
FIT	FLOW INDICATING TRANSMITTER
FLEX	FLEXIBLE
FLUOR	FLUORESCENT
FPP	FIBER OPTIC PATCH PANEL
FPR	FEEDER PROTECTION RELAY
FVNR	FULL VOLTAGE NON-REVERSING STARTER
G, GND	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
HH	HANDHOLE
HID	HIGH INTENSITY DISCHARGE
HMI	HUMAN MACHINE INTERFACE
HOA	HAND / OFF / AUTOMATIC
HP	HORSEPOWER
HPS	HIGH PRESSURE SODIUM
HS	HAND SWITCH
JB, JBOX	JUNCTION BOX
KAIC	KILOAMPERES INTERRUPTING CAPACITY
KVA	KILOVOLT-AMPERE
KW	KILOWATT
KWH	KILOWATT-HOUR
LED	LIGHT EMITTING DIODE
LCP	LOCAL CONTROL PANEL
LIT	LEVEL INDICATING TRANSMITTER
LOS	LOCKOUT STOP SWITCH
LSLL	LEVEL SWITCH LOW-LOW
LV	LOW VOLTAGE
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCCB	MOLDED CASE CIRCUIT BREAKER
MCP	MOTOR CIRCUIT PROTECTOR
MH	MANHOLE
MIN	MINIMUM
MLO	MAIN LUGS ONLY
MPR	MOTOR PROTECTION RELAY
MXR	MIXER
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NO	NUMBER
NTS	NOT TO SCALE
P	POLE
PB	PUSHBUTTON, PULLBOX
PCS	PVC COATED STEEL
PE	PHOTOELECTRIC
PFR	PHASE FAILURE RELAY
PH	PHASE
PIT	PRESSURE INDICATING TRANSMITTER
PLC	PROGRAMMABLE LOGIC CONTROLLER
PQM	POWER QUALITY MONITOR
PSH	PRESSURE SWITCH HIGH
PT	POTENTIAL TRANSFORMER
REC, RECEPT	RECEPTACLE
RGS	RIGID GALVANIZED STEEL
SCCR	SHORT CIRCUIT CURRENT RATING
SCE	SOUTHERN CALIFORNIA EDISON
SPD	SURGE PROTECTION DEVICE
SSS	SOLID STATE STARTER (SOFT STARTER)
SWBD	SWITCHBOARD
TEMP	TEMPERATURE
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
V	VOLT(S)
VA	VOLT-AMPERE
VFD	VARIABLE FREQUENCY DRIVE
W	WATT, WIRE
WP	WEATHERPROOF
XFMR	TRANSFORMER

GENERAL ELECTRICAL NOTES

- REFER TO ELECTRICAL SPECIFICATIONS FOR FURTHER DETAIL AS TO SCOPE, MATERIALS, AND EXECUTION OF ELECTRICAL WORK.
- ELECTRICAL CONTRACTOR TO SIZE ALL WIRING NOT EXPLICITLY SHOWN ON DRAWINGS ACCORDING TO THE REQUIREMENTS OF NATIONAL ELECTRICAL CODE (NEC) FOR THE SPECIFIC APPLICATION AND CONDITIONS.
- ALL CONDUCTORS SHALL BE COPPER (MINIMUM SIZE #10 AWG UNLESS SPECIFICALLY NOTED OTHERWISE).
- CONTRACTOR SHALL SUBMIT SEISMIC ANCHORAGE CALCULATIONS IN CONFORMANCE WITH CODE REQUIREMENTS AND PROVIDE SEISMIC ANCHORAGE MEANS FOR EQUIPMENT IN ACCORDANCE WITH THE CALIFORNIA BUILDING CODE.
- THE ELECTRICAL CONTRACTOR SHALL CONFORM WITH ALL LOCAL CODES AND ORDINANCES, THE STATE OF CALIFORNIA ELECTRICAL SAFETY ORDERS, THE NATIONAL ELECTRICAL CODE AND ANY ADDITIONAL JURISDICTIONS RELATING TO THE WORK.
- THE ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, WIRE, SERVICES, SWITCHBOARDS, AND VFD'S REQUIRED FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM.
- IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN ITEMS INDICATED ON THE PLANS AND/OR SPECIFICATIONS, OR WITH CODE REQUIREMENTS, THE NOTE, SPECIFICATION OR CODE WHICH PRESCRIBES AND ESTABLISHES THE MORE COMPLETE JOB OR HIGHER STANDARD SHALL PREVAIL.
- ALL ELECTRICAL EQUIPMENT EXPOSED TO THE CLIMATE SHALL BE WEATHERPROOF.
- ALL ELECTRICAL EQUIPMENT IN THIS PROJECT SHALL BE U.L. LISTED.
- ALL UNDERGROUND CONDUIT SHALL BE INSTALLED AT 30" BELOW FINISHED GRADE MINIMUM.
- THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UNDERGROUND FACILITIES AND PROTECTING THESE FACILITIES FROM DAMAGE.
- THE ELECTRICAL CONTRACTOR SHALL ROUTE CONDUITS AS REQUIRED BY FIELD CONDITIONS.
- THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UNDERGROUND FACILITIES.
- CONTRACTOR SHALL PROVIDE ALL NEEDED CHANNELS, ANGLES, AND ANY OTHER MATERIALS REQUIRED TO SUPPORT LUMINAIRES, CONDUIT, AND ELECTRICAL EQUIPMENT IN THE LOCATIONS SHOWN ON THE DRAWINGS.
- CONTRACTOR SHALL NOT CUT ANY STRUCTURAL MEMBERS OR USE ANY ATTACHMENTS THAT WOULD IMPAIR THEIR STRENGTH.
- CONTRACTOR SHALL DESIGN SUPPORTS IN BETWEEN THE STRUCTURAL SUPPORT MEMBERS AND SUBMIT THE DESIGN AS A SHOP DRAWING SUBMITTAL.
- INSTRUMENTATION IS SHOWN IN THE GENERAL VICINITY OF THE INTENDED LOCATION AND MAY NOT NECESSARILY MATCH LOCATIONS ON THE PLANS. VERIFY ACTUAL LOCATIONS OF INSTRUMENTS AND RUN ASSOCIATED CONDUITS AS REQUIRED.
- ELECTRICAL EQUIPMENT AND MATERIAL TO BE LISTED, LABELED AND INSTALLED PER THE CALIFORNIA ELECTRICAL CODE, THE INSTALLATION STANDARDS/MANUFACTURER'S RECOMMENDATIONS AND, IF REQUIRED, A RECOGNIZED ELECTRICAL TESTING LABORATORY.
- ALL EXPOSED CONDUITS TO BE GALVANIZED RIGID STEEL FOR DRY LOCATIONS AND PVC COATED GALVANIZED RIGID STEEL IN WET LOCATIONS UNLESS OTHERWISE STATED ON THE PLANS.



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

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



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

NO.	DATE	BY	DESCRIPTION	APPROVED

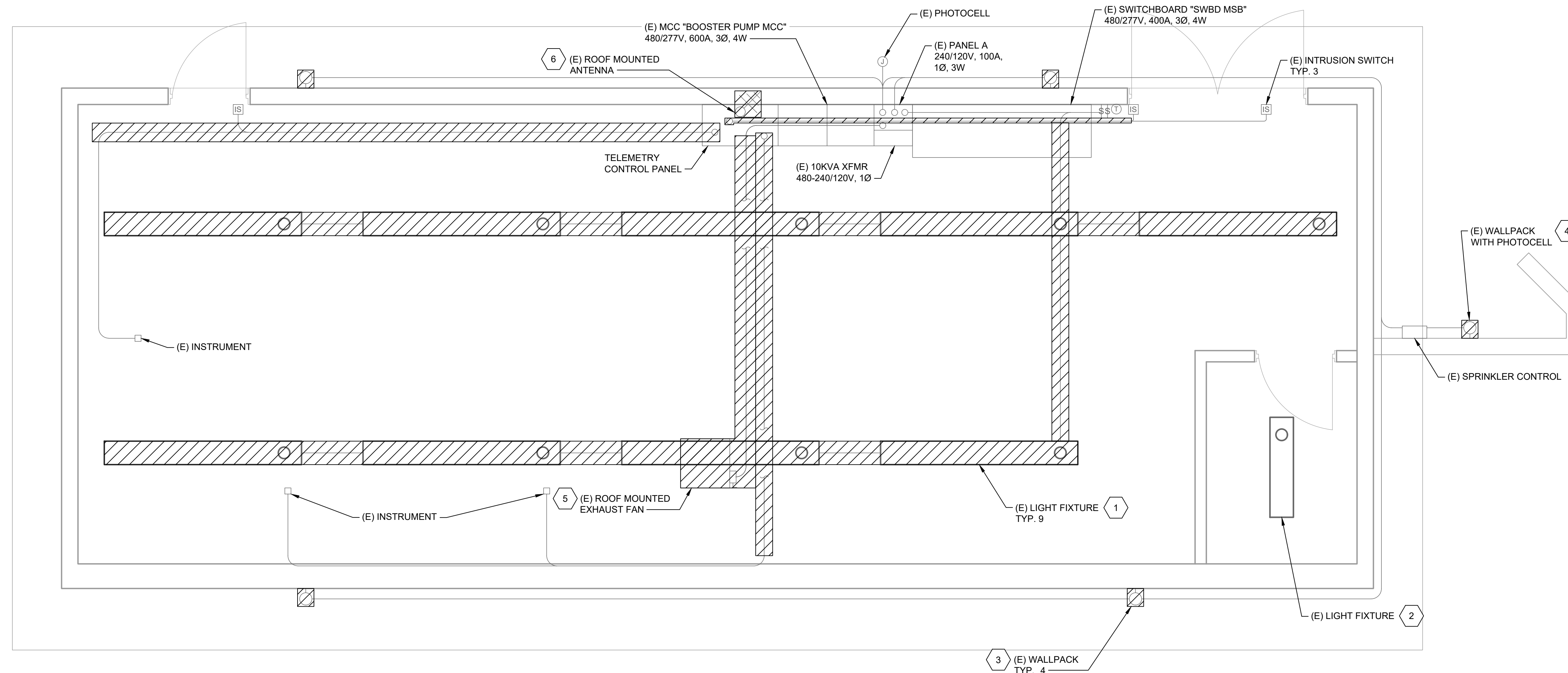
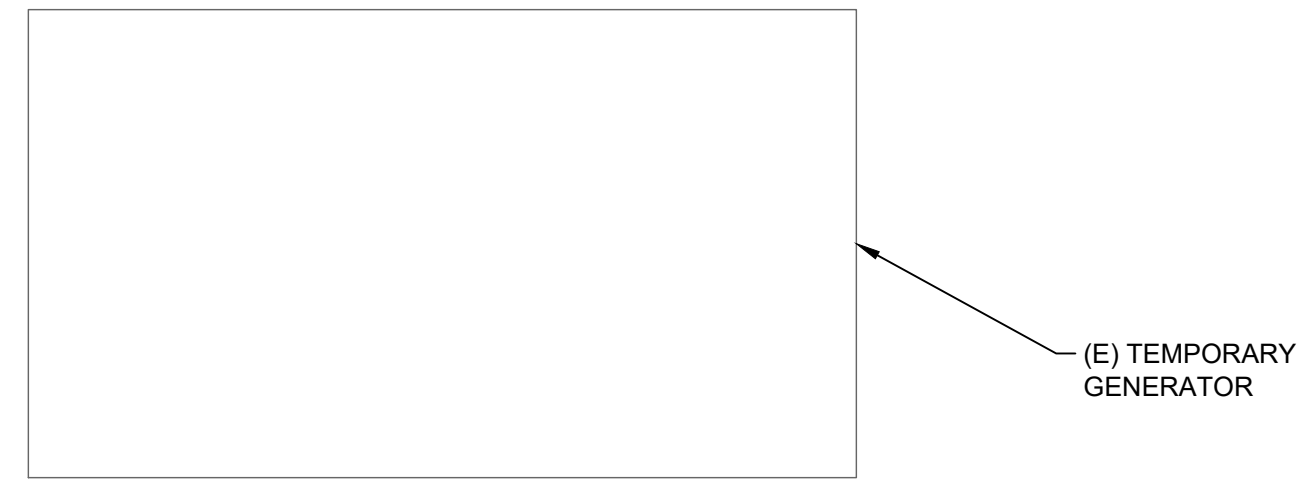


SUBMITTED BY: _____ DATE: _____

APPROVED BY CITY: _____ DATE: _____

NEW ROOF DESIGN FOR APPIAN WAY
PUMP STATION
ELECTRICAL SYMBOLS AND ABBREVIATIONS

DRAWING NO.	E-001
DESIGNED BY:	JL
DRAWN BY:	JL
CHECKED BY:	MK
PROJECT NO.	200-09353-23001
SHT	12 OF 14 SHTS



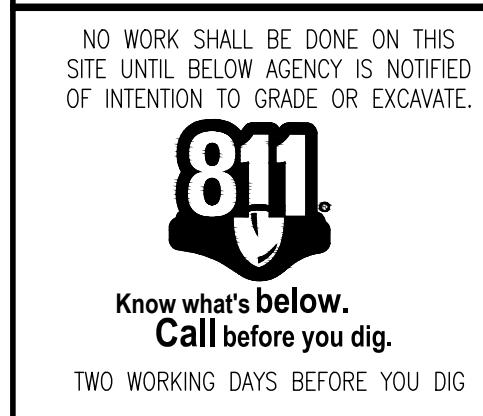
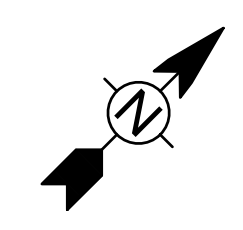
GENERAL NOTES

1. THE SCOPE OF WORK IS TO REPLACE THE WOODEN ROOF WITH A STEEL ROOF. THE EXISTING ROOF MOUNTED EXHAUST FAN WILL BE REPLACED WITH A NEW ONE. THE EXISTING CEILING AND OUTDOOR LIGHTS SHALL BE REPLACED. A NEW WALLPACK SHALL BE INSTALLED ON THE SOUTH-WEST WALL OF THE BUILDING.
2. PRIOR TO BEGINNING ANY WORK DETERMINE THE EXACT LOCATIONS OF THE EXISTING EQUIPMENT, LIGHT FIXTURES, AND CONDUITS/WIRING.
3. THE CONDUITS AND WIRING ATTACHED TO THE WOODEN ROOF SHALL BE DISCONNECTED AND REMOVED. TEMPORARY CONDUITS AND WIRES SHALL BE INSTALLED TO KEEP THE PUMP STATION IN OPERATION DURING THE CONSTRUCTION. NEW CONDUITS AND WIRES SHALL BE INSTALLED AFTER THE NEW ROOF IS INSTALLED.
4. CONTRACTOR NOT TO EXCEED 8 HOURS OF POWER AND ANTENNA OUTAGE FROM OLD ELECTRICAL CONNECTIONS TO NEW CONNECTION TRANSITION.
5. ALL CONDUIT LOCATIONS ARE SCHEMATIC/DIAGRAMMATIC.

CONSTRUCTION NOTES

- 1 EXISTING LIGHT FIXTURES SHALL BE REMOVED AND DISPOSED PRIOR TO ROOF REMOVAL. NEW LIGHTS WILL BE INSTALLED AFTER THE NEW ROOF IS PLACED. REFER TO SHEET E-102 FOR MORE DETAILS.
- 2 EXISTING LIGHT FIXTURE IN THE RESTROOM TO BE KEPT IN PLACE.
- 3 EXISTING WALLPACKS SHALL BE REMOVED AND DISPOSED. CONDUITS/WIRES SHALL BE KEPT IN PLACE. THESE WALLPACKS WILL BE REPLACED NEW ONES. REFER TO SHEET E-102 FOR MORE DETAILS.
- 4 EXISTING WALLPACK WITH PHOTOCELL SHALL BE REMOVED AND DISPOSED. CONDUITS/WIRES SHALL BE KEPT IN PLACE. THIS WALLPACK WILL BE REPLACED A NEW ONE. REFER TO SHEET E-102 FOR MORE DETAILS.
- 5 EXISTING ROOF MOUNTED EXHAUST FAN AND DISCONNECT SWITCH SHALL BE DISCONNECTED AND REMOVED. NEW EXHAUST FAN AND DISCONNECT SWITCH WILL BE INSTALLED AFTER THE NEW ROOF IS PLACED. REFER TO SHEET E-102 FOR MORE DETAILS.
- 6 EXISTING ROOF MOUNTED ANTENNA SHALL BE REMOVED AND TEMPORARILY PLACED ON A MAST OUTSIDE THE BUILDING AT THE SIMILAR HEIGHT AND DIRECTION AND CONNECTED TO THE TELEMETRY CONTROL PANEL PRIOR TO ROOF REMOVAL.

1 ELECTRICAL DEMO PLAN
SCALE: 3/8"=1'-0"



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

NO.	DATE	BY	DESCRIPTION	APPROVED

REGISTERED PROFESSIONAL ENGINEER
 WALTER KASSEL
 No. E 15809
 Exp. 12-31-24
 ELECTRICAL
 STATE OF CALIFORNIA

SUBMITTED BY: _____ DATE: _____
 APPROVED BY CITY: _____ DATE: _____

02/9/2024 ENGINEERING DIVISION

**NEW ROOF DESIGN FOR APPIAN WAY
 PUMP STATION**
ELECTRICAL DEMOLITION PLAN

DRAWING NO.	E-101
DESIGNED BY:	JL
DRAWN BY:	JL
CHECKED BY:	MK
PROJECT NO.	200-09353-23001
SHT	13 OF 14 SHTS



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

NOTICE OF EXEMPTION

Project Description:

Appian Way Pump Station Roof Replacement – The Appian Way Pump Station, located at 26255 Appian Way, Lomita, CA, is more than 30 years old and has an original wooden roof with one exhaust fan and four skylights. The condition of this wooden roof has deteriorated with extensive termite damage and infestation.

This pump station is a critical water facility that must remain functional and accessible at all times since it controls the pressure and water supply for a pressure zone within the City. Tenting the building was not an option due to concerns with access and safety of drinking water pumps located inside. Therefore, this project consists of removing the existing wooden frame in its entirety and replacing it with a metal truss roof system along with other associated improvements such as new skylights and other ceiling-mounted fixtures.

Finding:

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

- Ministerial Project
- Replacement or Reconstruction of existing structures and facilities, Exemption (CEQA Guidelines, Section 15302 Class 2)
- Statutory Exemption
- Emergency Project
- Quick Disapproval [CEQA Guidelines, Section 15270]
- No Possibility of Significant Effect [CEQA Guidelines, Section 15061(b)(3)]

Supporting Reasons In accordance with Section 15302 Replacement or Reconstruction, Class 2 consist of replacement of existing structure or facilities where the new facilities will be located on the same site as the old structure replaced and will have substantially the same purpose and capacity as the structure replaced. Per this California Environmental Quality Act (CEQA) Guidelines, the installation and use of the new underground pipe will be to supply water to the same customers, replacing old 1928 pipes and providing the same water capacity.

03/05/2024

Date

Carla Dillon, Director of Public Works

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: _____
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency
Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Joe Hoefgen, Interim City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director
Joe Vida, Management Analyst

MEETING DATE: March 5, 2024

SUBJECT: Installation of Speed Limit Signs and Painting of Speed Legends on Lucille Avenue

RECOMMENDATION

1. Install a "SPEED LIMIT 25" sign (R2-1 (25)) on west side of Lucille Avenue approximately sixty (60) feet south of the south curb line of Pacific Coast Highway.
2. Install a "SPEED LIMIT 25" sign (R2-1 (25)) on east side of Lucille Avenue approximately fifty (50) feet north from the southern terminus of Lucille Avenue.
3. Paint a "25" Speed Legend on west side of Lucille Avenue approximately sixty (60) feet south of the south curb line of Pacific Coast Highway.
4. Paint a "25" Speed Legend on east side of Lucille Avenue approximately fifty (50) feet north of the southern terminus of Lucille Avenue.

BACKGROUND

Staff received a request from a resident to address and reduce excessive speeding on Lucille Avenue, South of Pacific Coast Highway. Staff investigated the issue and determined there are currently no speed limit signs or speed legends on this portion of Lucille Avenue. Based upon the investigation, two speed limit signs and two speed legend markings are recommended. Speed legends are painted numerals on the roadway that indicate the legal speed limit in miles per hour.

In 2023 the City retained an engineering firm to prepare a Traffic Calming Toolkit. Traffic calming refers to the use of traffic control strategies to reduce the negative impacts of motor vehicle use, alter driver behavior to reduce undesirable driving practices, and improve conditions for non-motorized street users. The intent of the Toolkit was to provide the Technical Traffic Advisory Committee (TTAC) with additional tools for addressing

specific types of concern. Speed and safety were identified as issues that could be addressed by the speed legend and signage tools, and these tools can be deployed for relatively low cost. Per the Toolkit, Lucille Avenue is in the category of local streets and these tools are appropriate for the application.

In this particular case it is believed that the use of speed legends and signage will slow the flow of traffic on Lucille Avenue. The Toolkit identifies speed legends as “painted numerals on the roadway that indicate the legal speed limit in miles per hour to catch driver attention, influencing them to reduce vehicle speed and exercise caution. Typically placed near speed limit signs, they are useful in reinforcing speed limits.” The Toolkit also states that “signage is typically used to remind drivers of roadway speed limits, critical safety considerations, and the rules of the road.”

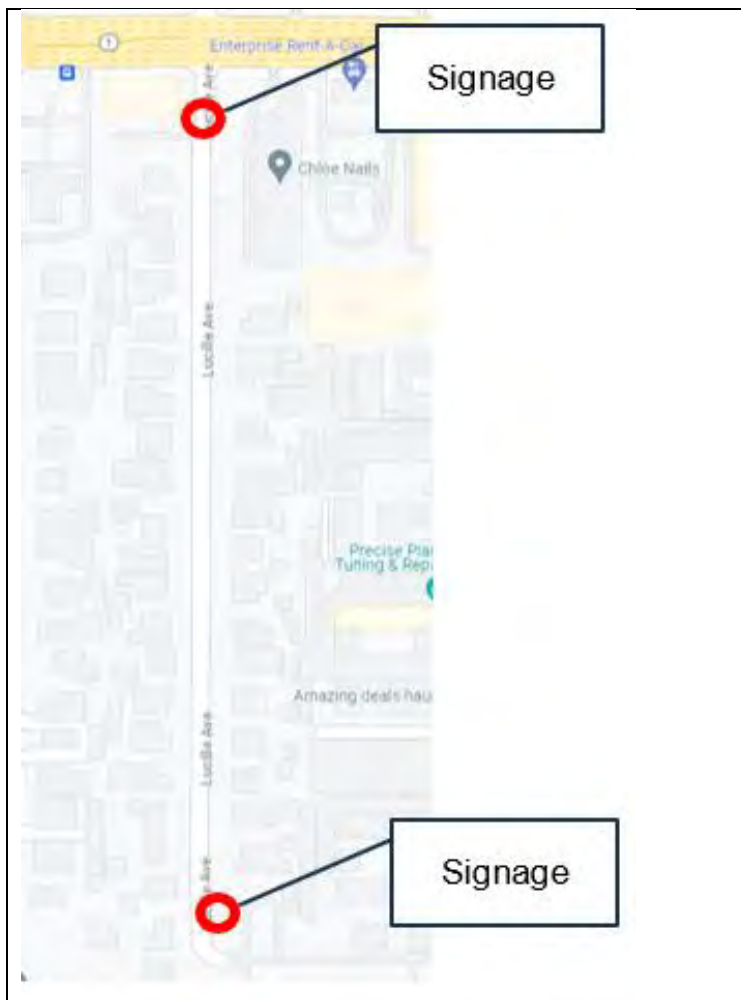


Figure 1: Location of Signage

Staff recommend installing twenty-five (25) mile per hour speed limit signs and painting speed legends on Lucille Avenue at two locations:

1. On the southbound side, the sign is to be placed approximately sixty (60) feet south of the south curb line of Pacific Coast Highway, in an open grass area, past two existing electrical boxes. The street marking would be adjacent to the sign, in the southbound lane.
2. On the northbound side, the sign is to be placed approximately fifty (50) feet north of the southern terminus of the street, near an existing telephone pole, and across from the residence at 26025 Lucille Avenue. The street legend would be adjacent to the sign, in the northbound lane.

This item was discussed at the Public Safety and Traffic Commission on February 21, 2024, and the Commission has recommended the proposed action to the City Council.

FISCAL IMPACT

It is anticipated that the cost to install the signs and paint the speed legends, including materials and labor, will be approximately \$1,300.

OPTIONS

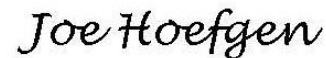
1. Approve staff's recommendation.
2. Provide alternative direction.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



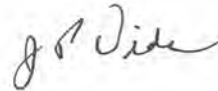
Joe Hoefgen
Interim City Manager

Prepared by:



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

Prepared by:



Joe Vida
Management Analyst



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Joe Hoefgen, Interim City Manager

PREPARED BY: Carla Dillon, Public Works Director
Mark Andersen, Chief Water Operations Manager

MEETING DATE: March 5, 2024

SUBJECT: Professional Services Agreement for SCADA Upgrade

RECOMMENDATION

Approve a Professional Services Agreement with AES Global, Inc. for the upgrade of the existing Water Division Supervisory Control and Data Acquisition system; and authorize the Interim City Manager to execute the agreement.

BACKGROUND

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

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

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

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

In November 2022, the City Council approved a Professional Service Agreement with AES Global for \$47,511.50. Only \$4,137 was expended on the project. Due to several unforeseen circumstances, the work has taken longer than expected. The agreement expired on December 31, 2023, and another agreement will need to be executed. Project delays included:

- Software licensing unexpectedly took four months to obtain;
- AES Global staff provided unanticipated support to troubleshoot and support the integration of the control logic for the Cypress Water Production Facility (CWPF) Upgrade Project into the city's network; and
- The new SCADA computer slowly started to have unpredictable issues of failing. After four months, another computer was acquired to replace the Numa-provided computer.

This new agreement includes time for AES to continue support for the integration of the control logic for the CWPF Upgrade Project into the city's network. The work related to the CWPF Project is expected to be completed in the first three months of the new agreement term.

OPTIONS

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

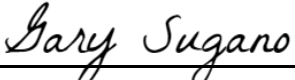
FISCAL IMPACT

The remaining SCADA upgrades are proposed at \$45,111.50 and will be funded from Water Account 510-630-5340, which has sufficient funds available for this purpose.

ATTACHMENT

1. Professional Services Agreement

Reviewed by:




Gary Y. Sugano
Assistant City Manager

Approved by:



Joe Hoefgen
Interim City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director



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

This AGREEMENT for Supervisory Control and Data Acquisition (SCADA) Upgrades is entered into this 5th day of March 2024, by and between the CITY OF LOMITA, a general law city and municipal corporation (“CITY”) and AES GLOBAL, INC. (“CONTRACTOR”).

RECITALS

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

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

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$45,111.50 for CONTRACTOR’s services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous

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

2. SCOPE OF SERVICES.

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

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

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

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

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

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

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2025, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.

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

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

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

CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

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

14. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or

qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

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

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

18. **AUDIT OF RECORDS.**

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

B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

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

20. **INSURANCE REQUIREMENTS.**

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

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

appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general policy required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

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

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

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

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

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

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

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

City Initials _____

Contractor Initials _____

OR

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

City Initials _____

Contractor Initials _____

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

CITY OF LOMITA

CONTRACTOR

Joe Hoefgen, Interim City
Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City
Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney

Project: City of Lomita - SCADA Upgrade

Quote No: JB06-22-02

Invoice By: Joe Bingham

Date Quoted: 2/15/2024

Attn: Mark Anderson

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

The following quote is for the upgrade of the existing old ClearSCADA system to the newer Aveva Indusoft. The upgrade will be compatible with both Windows 10 and 11. The Win 911 software will also be upgraded from the existing version 7 to the latest version 2024. The upgrade will meet the cybersecurity standards and requirements by NUMA networks and be scalable for future expansion. Annual support costs for the SCADA software will be reduced to less than half of the existing costs. In addition to the software upgrades, three PLC's that are no longer supported will be upgraded.

Item	Descriptions	Quantity	Price	Total
1	SCADA System			
2	Upgrade existing ClearSCADA to new software.	1	\$ 17,400.00	\$ 17,400.00
3				
4	onsite testing and validation	1	\$ 3,480.00	\$ 3,480.00
5				
6	win911 upgrade and integration	1	\$ 3,480.00	\$3,480
7				
8	Installation and testing of new controllers for Harbor Hill, Walnut, and City Yard.	1	\$ 3,915.00	\$3,915
9				
10	AVEVA Edge software (1500 tags)	1	\$ 4,775.00	\$4,775
11				
12	Win-911 VOIP PBX system (this will tie into the existing phone line for voice calls)	1	\$ 650.00	\$650
13				
14	Replacement controllers for Harbor Hill, Walnut, and City Yard(existing units are end of life)	3	\$ 1,475.00	\$4,425
15				
16	TAX	1	\$ 886.50	\$887
17				
18	Addition of Professional Liability insurance	1	\$ 2,500.00	\$ 2,500.00
19				
20	Assist Soffa Electric with integrating the new water treatment plant information onto the SCADA computer.	1	\$ 3,600.00	\$ 3,600.00
21				
22				
23				
24				
25				
Payment Term- Due on receipt				\$45,111.50

Note:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Joe Hoefgen, Interim City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director
Joe Vida, Management Analyst

MEETING DATE: March 5, 2024

SUBJECT: Modification of Parking Time Limitation on Narbonne Avenue

RECOMMENDATION

To modify the parking time limit from one (1) hour to two (2) hours at 25507 Narbonne Avenue.

BACKGROUND

Staff received a request from a business owner on Narbonne Avenue, just south of 255th Street, to modify signage to permit two-hour parking in lieu of one-hour parking at this location. The modification is requested on Southbound Narbonne Avenue from the red zone at the intersection of 255th Street extending to the driveway that separates the business located at 25509 Narbonne Avenue.

As there are many businesses that front Narbonne Avenue, the parking availability includes Loading Zones, no restrictions (other than street sweeping), and two-hour parking. The two-hour parking areas allow customers adequate time to conduct business and this prevents the parking spaces from being occupied for a full day.

A modification to two hours would be consistent with the parking restrictions on Narbonne Avenue and in the downtown area. This modification will provide not only consistency, but also better serve businesses and customers in this area.

This item was discussed at the Public Safety and Traffic Commission on February 21, 2024, and the Commission has recommended the proposed action to the City Council.



Figure 1: Location of Parking Sign

FISCAL IMPACT

It is anticipated that the cost to modify the sign, including materials and labor, will be approximately \$300.

OPTIONS

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

Reviewed by:

Gary Sugano

 Gary Y. Sugano
 Assistant City Manager

Approved by:

Joe Hoefgen

 Joe Hoefgen
 Interim City Manager

Prepared by:

Carla Dillon

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

Prepared by:

Joe Vida

 Joe Vida
 Management Analyst



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Joe Hoefgen, Interim City Manager

PREPARED BY: Juan Ibarra, Administrative Analyst

MEETING DATE: March 5, 2024

SUBJECT: Discussion and Consideration to Adopt Resolution No. 2024-03 Authorizing a Forgivable Loan in the Amount of \$35,000 through the City's Job Creation and Business Incentive Program to The Hive Vintage Collective

RECOMMENDATION

Adopt Resolution No. 2024-03 and authorize the Interim City Manager to sign the applicable program agreements on behalf of the City.

SUMMARY

The City received a completed Job Creation and Business Incentive (JCBI) application from Cesilia Bracamontes, the owner of the new business named The Hive Vintage Collective. The applicant is requesting a \$35,000 forgivable loan for store displays, fixtures, equipment, security system and a register system. Consistent with the terms of the program approved by the City Council, the final loan amount and any accumulated interest will be forgiven at the conclusion provided that all the terms and conditions of the Program are met, including the creation of one permanent full-time job for a low-income qualifying individual for the period of one year from the employee's start date.

BACKGROUND

On February 7, 2023, the Community Development Advisory Board approved the JCBI Program and the Job Creation and Business Incentive Loan Program currently has \$74,862 available. This economic development program is consistent with funding requirements from both the Federal Government and the Los Angeles County Community Development Authority (LACDA). To participate in the program, applicants must: 1) be located within the Downtown Commercial zone, and 2) agree to create one permanent full-time equivalent job for a qualifying low-income individual per \$35,000 loaned. In meeting the requirements of the program, the final loan amount and any accumulated interest will be forgiven at the conclusion of the one-year participation period. The

Program Guidelines include the evaluation of the application by a Loan Review Committee (LRC) charged with ensuring the application aligns with the requirements and goals of the program making a final recommendation to the City Council. The Loan Review Committee consisted of the following: the Interim City Manager, Assistant City Manager, Community and Economic Development Director and Administrative Analyst.

DISCUSSION

On January 30, 2024, the Loan Review Committee convened to review and discuss the application received from the owner of the new business located at 24603 Narbonne Ave. called the Hive Vintage Collective. The applicant (Cesilia Bracamontes) is requesting a \$35,000 loan for store displays, fixtures, equipment, security system and a register system and she committed to provide a vehicle as collateral along with a check for \$15,000. Should the business fulfill the obligation of creating one new full-time position (or equivalent) for one year, the loan amount will be forgiven.

The proposed expenditures include:

Item	Cost
Store Displays, Fixtures and Equipment	\$30,355
Security System	\$4,644
Register System	\$2,686
Total Project Cost	\$37,685
Proposed CDBG Funding	\$35,000
Balance paid by Applicant	\$2,685

Based on the review of the Loan Review Committee, the application satisfies the Program requirements and provides adequate collateral. The applicant is a Lomita resident with a successful Lomita Business (Retro Reload) in operation. With the collateral provided and the applicant's history of operating a successful Lomita business, the City assumes minimal risk in funding the loan. The Committee is recommending approval of the loan based on the above and the determination that the business advances the goals of the Downtown Vision and promotes the Downtown Commercial zone, and the City as a whole, as a positive venue to do business.

The Loan Review Committee determined that the application satisfies the Program requirements and has recommended the application to the Council for approval.

The application was reviewed with the applicable funding requirements and guidelines for JCBI Program as follows:

1. Basic Requirements		Compliance
<input checked="" type="checkbox"/>	Physically located within the City of Lomita's Downtown Commercial zone?	The proposed project is physically located within the City of Lomita's Downtown Commercial zone.
<input checked="" type="checkbox"/>	New sales tax generating businesses; or Existing sales tax generating businesses which are expanding their gross floor area by 20% or more as determined by square footage?	The applicant is a new sales tax generating business.
<input checked="" type="checkbox"/>	Program funding can be used only for activities including: interior and/or exterior physical improvements and construction; purchase of business equipment or fixtures permanently affixed to the property; and soft Costs such as (but not limited to): escrow costs (title, recordation, etc.), hazardous materials testing removal or abatement, architecture or engineering plans, and interior design fees.	The applicant is requesting \$35,000 for the following items for their new business: <ul style="list-style-type: none"> i. Store Displays, Fixtures and equipment – \$30,355.22 ii. Security System – \$4,644.85 iii. Register System - \$2,686
2. Funding Goals		Compliance
<input checked="" type="checkbox"/>	The new use would fulfill an unmet need within the community?	The new business would advance the City's effort to revitalize the Downtown.
<input checked="" type="checkbox"/>	The new use would create additional low-income jobs within the City?	Applicant has committed to fulfilling the low-income job requirement component of the program.
<input checked="" type="checkbox"/>	The new use would encourage additional foot traffic and social activity within the proposed business location?	The new business will encourage additional foot traffic and social activity within the proposed business location.
<input checked="" type="checkbox"/>	The new use would diversify the City's sales tax base?	This business will diversify the City's sales tax base as the first 70's theme retail shop in the Downtown.

3. Application Criteria		Compliance
<input checked="" type="checkbox"/>	Ability to Pay?	Applicant will provide a vehicle and a check for \$15,000 as collateral.
<input checked="" type="checkbox"/>	Balance Sheet Analysis?	Balance sheet is sound.
<input checked="" type="checkbox"/>	Earnings History?	The applicant has a lucrative earning history and is a successful business owner. Applicant owns another strong local business (Retro Reload) in Lomita's downtown district.
<input checked="" type="checkbox"/>	Collateral?	Applicant will provide personal vehicle and a check for \$15,000 as collateral.
<input checked="" type="checkbox"/>	Commitment?	Applicant will sign agreement with City to satisfy all program requirements.
<input checked="" type="checkbox"/>	Management experience?	Applicants have provided employment history which demonstrates an extensive amount of time in the retail industry, which includes managerial and hands-on experience.
<input checked="" type="checkbox"/>	Business Plan?	The applicant provided a sound monthly cash flow prediction for the first year.
<input checked="" type="checkbox"/>	Character?	The applicant has exhibited good character and been timely with applying for all appropriate permit applications, etc.
<input checked="" type="checkbox"/>	Niche?	This business will be the only 70's theme retail shop in Downtown Lomita. The business will offer unique 70's theme products such as vintage clothing, accessories, and home décor.
4. Application Package		Compliance
<input checked="" type="checkbox"/>	City received complete application?	The applicant provided complete application with necessary accompanying documentation.
5. Undesirable Conditions		Compliance
<input checked="" type="checkbox"/>	Application meets none of the Undesirable Conditions described in the Program Guidelines?	The applicant meets none of the Undesirable Conditions described in the Program Guidelines.

FISCAL IMPACT

Approval of the attached Resolution will result in a \$35,000 drawdown from the CDBG Business Program account (account number 215-560-5340). These funds have been allocated for this program and in the FY 2023-2024 budget.

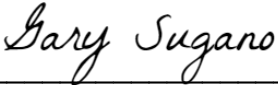
OPTIONS:

1. Approve the Resolution
2. Do not approve the Resolution.
3. Provide staff alternative direction.

ATTACHMENTS

1. Resolution
2. JCBI Loan Agreement

Reviewed by:



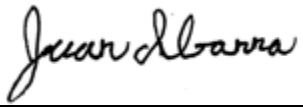
Gary Sugano
Assistant City Manager

Approved by:



Joe Hoefgen
Interim City Manager

Prepared by:



Juan Ibarra
Administrative Analyst

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE JOB CREATION AND BUSINESS INCENTIVE PROGRAM REQUEST FOR CESILIA BRACAMONTES FOR THE BUSINESS THE HIVE VINTAGE COLLECTIVE LOCATED AT 24603 NARBONNE AVE., LOMITA FOR THE AMOUNT OF \$35,000 SUBJECT TO TERMS AND CONDITIONS

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

Section 1. Recitals

- A. The City Council of the City of Lomita has considered a request for a \$35,000 forgivable loan through the City's Job Creation and Business Incentive (JCBI) Program from Cesilia Bracamontes, for the business The Hive Vintage Collective subject to the terms and conditions listed within the JCBI Program guidelines.
- B. On January 30, 2024, the City's JCBI Loan Review Committee convened to review the application and recommended City Council approval.
- C. The subject property is located at 24603 Narbonne Ave., within the City's Downtown Commercial zone; a requirement of the JCBI Program.
- D. The Hive Vintage Collective is a brand new business and the first 70's theme retail in shop to establish within the Downtown. Due to that it meets the JCBI funding goals of: 1) providing a new use that the City currently does not have; 2) creating additional jobs for low-income persons; 3) creating additional foot traffic and social activity; and, 4) diversifying the City's sales tax base.
- E. Cesilia Bracamontes, Program Applicant, meet all of the application criteria requirements, are providing sufficient collateral, and do not have any of the Program Guidelines listed Undesirable Conditions.
- F. The applicants agree to and accept all program conditions and terms and will enter into an agreement with the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lomita hereby approves the JCBI application submitted by Cesilia Bracamontes for the business of The Hive Business Collective and authorizes the City Manager to sign the applicable program documents.

Section 2: This Resolution will become effective immediately upon adoption.

Section 3: The City Clerk shall certify the passage and adoption of this resolution and it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED, this 5th day of March 2024.

Bill Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

**FORGIVABLE LOAN AGREEMENT CONDITIONED ON THE EMPLOYMENT OF ONE
(1) LOW-INCOME INDIVIDUAL FOR A ONE YEAR TERM**

This forgivable loan agreement (“Agreement”) is entered into on this 5th day of March, 2024 by and between the City of Lomita, a municipal corporation organized and existing under the laws of the State of California (the "City") and Cesilia Bracamontes, doing business as The Hive Vintage Collective (the “Participant”).

RECITALS

- A. The Participant owns and operates the business as a retail shop located at 24603 Narbonne Ave., Lomita CA 90717.
- B. The City is undertaking activities to assist in the revitalization of the City of Lomita, including the City’s participation in the Community Development Block Grant program (“CDBG Program”). The purpose of the City’s participation in the CDBG Program is to provide financial assistance as allowed under the CDBG Economic Development regulations, including but not limited to expenditures for new equipment, furniture, inventory, material and labor to complete building improvements and working capital.
- C. Utilizing CDBG funds; the City Council authorized the creation of the Job Creation and Business Incentive Program (JCBI). With the purpose of the program to promote job creation for low-income individuals and provide incentives to attract new businesses within the Downtown Commercial zone of the City.
- D. Under the JCBI Program and its regulations, the City will provide a \$35,000 forgivable loan to Participant, for every one (1) fulltime equivalent employment position created and retained for a low-income individual for one (1) year.
- E. Participant applied, and was approved for; a \$35,000 loan under the City’s JCBI Program for the creation and retention of one (1) full time equivalent (FTE) employment position for low-income individuals for one year. At the end of the one (1) year time frame, if the Participant has fulfilled all of its obligation under this Agreement the loan will be forgiven. Should the Participant violate the terms of this Agreement, the full \$35,000 loan shall become due in full.

NOW, THEREFORE, the parties hereby agree as follows:

1. Subject of the Agreement

- a) The purpose of this Agreement is to create and retain employment opportunities within the City by providing financial assistance as allowed under the CDBG Economic Development regulations, including but not limited to expenditures for new equipment. This Agreement will provide the Participant with a thirty-five thousand dollar (\$35,000.00) loan under the City’s JCBI Program for the purchase of equipment more specifically described below in Section 3. In return the Participant will retain one (1) full time equivalent employment position for low income persons for a period of at least one (1) year.
- b) Participant has applied for an award of the loan set forth in this Agreement pursuant to

Federal CDBG regulations at 24 C.F.R. Part 570. City has determined that Participant meets the qualifications of the CDBG regulations.

2. City Loan

- a. The City shall loan to the Participant the sum of thirty-five thousand dollars (“\$35,000.00”) (the “Loan”).
- b. . The Loan shall be secured by collateral in the amount of fifteen thousand dollars (\$15,000.00) (“Monetary Collateral”) provided to the City by check and only to be deposited in the event of termination of this Agreement, pursuant to Section 10 of this Agreement. Monetary Collateral must be provided within ten (10) days of the execution of this Agreement.
- c. In addition to the Monetary Collateral, the applicant agrees to list her personal vehicle as collateral in the event of loan default.
- d. The Loan shall only be used for the equipment contemplated by this Agreement. The Participant shall maintain such records as are necessary and convenient for the City to verify that the Loan is being used in accordance with this Agreement.
- e. If Participant ceases to do business at the site of the improvements, Participant shall give City written notice not less than thirty (30) days prior. If Participant should cease business at the site, Participant shall pay to the City, in cash, within fifteen (15) days of the Participant's receipt of written notification from the City of the balance due on the Note all amounts due under the Program agreement.
- f. Participant shall adhere to all Program funding terms and conditions as provided in the City's JCBI Program Guidelines and attached to this Agreement as EXHIBIT A.
- g. If participant complies with all of the terms of this Agreement, within thirty (30) days of the conclusion of this Agreement, the City shall provide written notification that the Loan is forgiven and return the Monetary Collateral to the Participant.

3. Equipment Purchases by Participant

- a. The Participant shall purchase the following items for the business, located at 24603 Narbonne Ave., Lomita CA 90717:
 - i. Store Displays, Fixtures and Equipment – \$30,355
 - ii. Security System – \$4,644
 - iii. Register System - \$2,686
- b. The Participant shall finalize the purchase of the above mentioned equipment no later than sixty (60) days after the City's execution of this Agreement. Reimbursement of purchases is acceptable pursuant to the terms of the JCBI Loan Program Guidelines. Time of

performance under this section may be extended in writing by the City and Participant provided that such extension does not violate any terms of the JCBI Program.

- c. If financing in addition to the \$35,000 is required for the improvements, the Participant must submit such financing plans to the City.
- d. The Participant acknowledges that if the improvements being constructed by Participant are determined to be “public works,” certain contract requirements would be applicable in accordance with California Public Contract Code sections 20688.1 through 20688.4, Health and Safety Code sections 33422.1 through 33423, inclusive, and payment of prevailing wages pursuant to Labor Code section 1720 *et seq.* and that the Participant agrees to comply with any and all applicable provisions. Further, the Participant shall indemnify, defend and hold harmless the City, its City Council, and its respective officers employees, and agents from any and all claims actions, damages, penalties or other liabilities arising out of Participant’s failure to comply with any of the requirements described above with respect to construction of the improvements.

4. Participant’s Employment Responsibilities

- a. The Participant shall create one (1) FTE position for low-income individuals for at least a period of one year from initial date of employment.
- b. Participant shall have all new low-income individuals hired for employment fill out the form attached hereto as EXHIBIT B to ensure that they qualify as a low-income individual. The Participant shall turn the form into the City for review and approval prior to the new employee start date.
- c. The Participant shall provide a quarterly report to the City to determine compliance with Program requirements. The documentation shall include the following for each required employment position: employee name, job title, hours worked per week, the hourly rate for participating employees, plus any other documentation as determined by the City to ensure employment requirements are met. The Quarterly Report shall be filed within two weeks of the last day of the quarter. The City will provide a calendar for reference of reporting due dates. In addition, the Participant is required to submit the state quarterly DE-9 filing.
- d. If any of the low-income individuals cease to be employed by the Participant, the Participant shall immediately notify the City. Participant must promptly and diligently seek to fill the position in compliance with Section 4 (b) above.
- e. Participant shall comply with all laws, regulations and requirements associated with the employer/employee relationship, including providing Workers’ Compensation Insurance for all employees, including those contemplated by this Agreement.

5. Prohibition Against Change in Ownership Management and Control of Participant

The qualifications and identity of Participant and Participant’s business are of concern to the City. It is because of those qualifications and identity that City has entered into this Agreement with Participant. No voluntary or involuntary successor in interest of Participant shall acquire

any rights or powers under this Agreement except as expressly set forth herein. Any change in ownership, management and control shall be subject to the approval of the City, but such approval shall not be unreasonably withheld. Participant shall not assign all or any part of this Agreement without the prior written approval of the City, which written approval shall not be unreasonably withheld.

6. CDBG Participation

- a. Participant agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the U.S. Department of Housing and Urban Development (HUD) regulations CDBG and all federal regulations and policies issued pursuant to these regulations. Participant further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- b. The City as a participant in the CDBG Program, funded by the United States Department of Housing and Urban Development (HUD), requires that Participant comply with all applicable HUD and CDBG Program regulations and Participant agrees to so comply. The Participant acknowledges that it has been provided with and reviewed the provisions of applicable federal regulations related to the CDBG Program, attached hereto as EXHIBIT C, and agrees to comply with such, and acknowledges that failure to comply may result in a violation of this Agreement and loss of the collateral.

Participant's Initials

7. Indemnification

Except for the gross negligence or willful misconduct of City, or their officers, officials, employees and agents, Participant shall indemnify, defend (with counsel acceptable to City) and hold harmless the City, the City, its City Council, and its respective officers employees, and agents from any and all claims or suits for, and damages to, property and injuries to persons, including accidental death (including reasonable attorneys, fees and costs), which may be caused by any of Participant's activities under this Agreement, whether such activities or performance thereof be by Participant or anyone directly or indirectly employed or contracted with by Participant and whether such damage shall accrue or be discovered before or after termination of this Agreement.

8. Insurance

- a. Participant shall obtain and maintain such liability insurance as the City may require which shall protect Participant, City, and their respective officers, employees and agents from claims for such damages. The insurance required by this Agreement shall include a commercial general liability policy with policy limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit, including contractual liability. If the Participant maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the Participant.
- b. Such insurance shall be maintained until the end of this Agreement. If the above insurance

is not maintained, the Participant shall be in violation of this Agreement.

- c. Participant shall furnish an original certificate of insurance countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate for the liability policies named above shall name the Indemnified Parties as additional insureds under the policy. The additional insured forms to be provided will be the following, or coverage at least as broad: CG 20 10 04 13 (additional insured for general liability) and CG 20 37 04 13 (additional insured for continuing general liability coverage on completed projects). The referenced forms will contain the policy number.
- d. The certificate by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City by certified mail of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by Participant shall be primary insurance and not contributing with any insurance maintained by City, or any other insurance (or self-insurance) available to the additional insured, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of City. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own primary insurance policy or self-insurance or insurance of any kind shall be called upon to protect it as a named insured. To the fullest extent that the law allows, coverage will be passive and vicarious in addition to active.
- e. The required certificate shall be furnished by Participant to City within ten (10) days following City's execution of this Agreement.

9. Duration of the Agreement

This Agreement shall commence on the date the Agreement is executed by the City and shall remain in effect until all of the Participant's obligations under this Agreement have been met.

10. Defaults, Remedies, and Termination

- a. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting party must provide written notice to the defaulting party. The defaulting party shall have thirty (30) days to correct the violation
- b. If a default remains uncured, the non-defaulting party shall give written notice of uncured default to the defaulting party terminating the Agreement. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.
- c. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, or in any

other appropriate court in that county, or in the United States District Court in the Central District of California.

11. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement to the extent federal law is not applicable.

12. Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between the City and the Participant shall be sufficiently given if in writing and personally delivered or sent by overnight courier (e.g. Federal Express), or by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Participant, as designated below. Such written notices, demands and communications may be sent in the same manner to such other addressees as either party may from time to time designate by mail as provided in this Section.

Any written notice, demand or communication shall be deemed received immediately if delivered by hand and shall be deemed received on the fifth day from the date it is postmarked if delivered by registered or certified mail.

City of Lomita
Attn: City Manager
24300 Narbonne Avenue
Lomita, CA 90717

The Hive Vintage Collective
Attn: Cesilia Bracamontes
24603 Narbonne Ave.
Lomita CA 90717.

13. Miscellaneous Provisions

- a. Participant shall maintain all records required by the Federal regulations specified in 24 CFR Part 570, Section 570.506 and that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR Part 570, Section 570.502, and OMB Circular A-110; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR

Where the project is qualified by income, Participant will be responsible for maintaining income documentation to ensure that at required program beneficiaries are of low-income. Income documentation must be made available to auditors in a manner satisfactory to the recipient and consistent with any standards required as a condition of providing these funds.

Participant shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

- b. Participant agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives:
 - i. Benefit low-to-moderate-income persons;
 - ii. Aid in the prevention or elimination of slums or blight; or
 - iii. Meet community development needs having a particular urgency – as defined in 24 CFR Part 570, Section 570.208.
- c. Participant agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD lead-based Paint Regulations at 24 CFR Part 570, Section 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- d. Participant agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.
- e. Participant is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.
- f. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

- g. Participant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. Participant shall maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the City for review upon request.
- h. Participant agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
- i. Participant agrees to abide by the provisions of 24 CFR Part 570, Section 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. Participant further covenants that in the performance of this contract, no person having such a financial interest shall be employed or retained by Participant hereunder. These conflict of interest provisions apply to any person who is an employee, agent consultant, officer, or elected official or appointed official of Grantee., or of any designated public agencies or Participants that are receiving funds under the CDBG Entitlement program.
- j. Participant agrees to comply with the following regulations insofar as they apply to the performance of this contract:
 - i. Clean Air Act, 42 U.S.C., 1857, et seq.
 - ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR., Part 50, as amended.
 - iv. National Environmental Policy Act of 1969.
 - v. HUD Environmental Review Procedures (24 CFR, Part 58).
 - vi. California Environmental Quality Act of 1974.
- k. Participant shall review and execute the County Lobbying Certification Form attached hereto as EXHIBIT D.

14. Entire Agreement

This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement and it supersedes all prior agreements, written or oral, as to this subject matter. This Agreement may be modified only upon the mutual written agreement of the parties hereto.

15. Representation of Authority

Each party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective parties has the authority to execute this Agreement and to bind their respective parties to the terms and conditions of this Agreement.

16. Incorporation of Recitals

The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

17. Counterparts

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, City and Participant have executed this Agreement as of the dates set opposite their signatures.

CITY OF LOMITA

Dated:

Joe Hoefgen, Interim City Manager

PARTICIPANT
CESILIA BRACAMONTES
THE HIVE VINTAGE COLLECTIVE

Dated: _____

By: _____
Cesilia Bracamontes, Owner

EXHIBIT B

Form on the next page

LOMITA CDBG EMPLOYEE IN-TAKE FORM JOB CREATION AND BUSINESS INCENTIVE LOAN PROGRAM

APPLICANT INFORMATION

NAME

ADDRESS

HOUSEHOLD INFORMATION

NUMBER OF PEOPLE IN HOUSEHOLD

HOUSEHOLD SIZE AND ANNUAL INCOME LEVEL (FROM ALL SOURCES) *Check one*

HOUSEHOLD SIZE	EXTREMELY LOW-INCOME*	LOW INCOME*	MODERATE INCOME*	ABOVE MODERATE-INCOME*
1	____ \$26,500 or less	____ \$26,501 to \$52,980	____ \$52,981 to \$70,650	____ above \$70,651
2	____ \$30,300 or less	____ \$30,301 to \$60,540	____ \$60,541 to \$80,750	____ above \$80,751
3	____ \$34,100 or less	____ \$34,101 to \$68,100	____ \$68,101 to \$90,850	____ above \$90,851
4	____ \$37,850 or less	____ \$37,851 to \$75,660	____ \$75,661 to \$100,900	____ above \$100,901
5	____ \$40,900 or less	____ \$40,901 to \$81,720	____ \$81,721 to \$109,000	____ above \$109,001
6	____ \$43,950 or less	____ \$43,951 to \$87,780	____ \$87,781 to \$117,050	____ above \$117,051
7	____ \$46,950 or less	____ \$46,951 to \$93,840	____ \$93,841 to \$125,150	____ above \$125,151
8	____ \$50,000 or less	____ \$50,001 to \$99,900	____ \$99,901 to \$133,200	____ above \$133,201

**Please see Bulletin No. 23-0010 for comparison of CDBG and HUD terms.*

ETHNIC BACKGROUND AND HOUSEHOLD INFORMATION

JOB TYPES

RACIAL BACKGROUND

Mark next to the category that best describes your origin

SINGLE CATEGORIES

- American Indian/ Alaska Native
 Asian
 Black/ African American
 Native Hawaiian/ Other Pacific Islander
 White

DOUBLE CATEGORIES

- American Indian/ Alaska Native AND White
 Asian AND White
 Black/ African American AND White
 American Indian/ Alaskan Native AND Black/ African American

OTHER

- Individuals not identified above

ETHNIC BACKGROUND

Mark next to the category that best describes your ethnicity

- Yes, Hispanic/ Latino
 No, not Hispanic/ Latino

HOUSEHOLD INFORMATION

Check one

- A female heads the household where this client resides.
 A male heads the household where this client resides.

CUMULATIVE JOB TYPE

- Full-time (40 hours)
 Three-Quarter Time (30 hours)
 Half-Time (20 hours)
 Quarter-Time (10 hours)

TYPES OF JOBS

- Officials and Managers
 Professional
 Sales
 Office and Clerical
 Other (specify): _____

CERTIFICATION

I certify that the above information is true and accurate and that supporting documentation can be provided upon request.

APPLICANT SIGNATURE

DATE

FOR OFFICE USE ONLY – DO NOT WRITE BELOW

AGENCY APPROVAL SIGNATURE

DATE

EXHIBIT C

Code of Federal Regulations]
[Title 24, Volume 3]
[Revised as of April 1, 2009]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR570.203]

[Page 45-46]

TITLE 24--HOUSING AND URBAN DEVELOPMENT
CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING
AND
DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PART 570_ COMMUNITY DEVELOPMENT BLOCK GRANTS-

Table of Contents: Subpart C: Eligible Activities

Sec. 570.203 Special economic development activities.

A recipient may use CDBG funds for special economic development activities in addition to other activities authorized in this subpart that may be carried out as part of an economic development project. Guidelines for selecting activities to assist under this paragraph are provided at Sec. 570.209. The recipient must ensure that the appropriate level of public benefit will be derived pursuant to those guidelines before obligating funds under this authority. Special activities authorized under this section do not include assistance for the construction of new housing. Activities eligible under this section may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination. Special economic development activities include:

[Page 46]

- a. The acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. Such activities may be carried out by the recipient or public or private nonprofit subrecipients.
- b. The provision of assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project, excluding those described as ineligible in Sec. 570.207(a). In selecting businesses to assist under this authority, the recipient shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods.

- c. Economic development services in connection with activities eligible under this section, including, but not limited to, outreach efforts to market available forms of assistance; screening of applicants; reviewing and underwriting applications for assistance; preparation of all necessary agreements; management of assisted activities; and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities, including the costs of providing necessary training for persons filling those positions.

[53 FR 34439, Sept. 6, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

[Code of Federal Regulations]
[Title 24, Volume 3]
[Revised as of April 1, 2009]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR570.208]

[Page 52-59]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 570 _COMMUNITY DEVELOPMENT BLOCK GRANTS—

Table of Contents Subpart C: _Eligible Activities

Sec. 570.208 Criteria for national objectives.

The following criteria shall be used to determine whether a CDBG- assisted activity complies with one or more of the national objectives as required under Sec. 570.200(a)(2):

Activities benefiting low- and moderate-income persons.

- a. Activities meeting the criteria in paragraph (a) (1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

(4) Job creation or retention activities. An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low-and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

- (i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.
- (ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:
 - (A) The job is known to be held by a low- or moderate-income person;
or
 - (B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.
- (iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:
 - (A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
 - (B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.
- (iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:
 - (A) He/she resides within a census tract (or block numbering area) that either:
 - (1) Meets the requirements of paragraph (a)(4)(v) of this section;

Or

- (2) Has at least 70 percent of its residents who are low- and moderate-income persons; or
- (B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section and the job under consideration is to be located within that census tract.
- (v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)(1) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:
 - (A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;
 - (B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and
 - (C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:
 - (1) All block groups in the census tract have poverty rates of at least 20 percent;
 - (2) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or
 - (3) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.
- (vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:
 - (A) In certain cases, such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.

- (B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during each program year.
- (C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during each program year.
- (D) Where CDBG funds are used for activities meeting the criteria listed at Sec. 570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.
- (E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.
- (F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.
 - (1) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than \$10,000 per permanent full-time equivalent job to be created or retained by those businesses.
 - (2) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)(1) of this section) is \$10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses

which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at Sec. 570.209(b).

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56912, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 71 FR 30035, May 24, 2006; 72 FR 46370, Aug. 17, 2007]

EXHIBIT D
Lobbying Certification Forms on Next Page

Lobbying Certification Forms (County and Federal)

County Lobbying Certification

LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: THE HIVE VINTAGE COLLECTIVE

Date: _____

Address: 24603 Narbonne Ave., Lomita

State: CA Zip Code: 90717 Phone No.: _____

Acting on behalf of the above-named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

1. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031); and
2. That all persons/entities/firms acting on behalf of the above-named firm have and will comply with the County Code; and
3. That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract, and shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above-named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

THE HIVE VINTAGE COLLECTIVE

Authorized Official:

Dated:

By: _____
Cesilia Bracamontes, Owner



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Joe Hoefgen, Interim City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: March 5, 2024

SUBJECT: Discussion and Consideration of a Professional Services Agreement with Man One Art and MuralColors for the Creation of a Mural upon the Softball Shed at Lomita Park

RECOMMENDATION

Authorize the City Manager to execute contracts with Man One Art and MuralColors for the creation of a mural upon the softball shed at Lomita Park.

BACKGROUND

The City of Lomita is dedicated to the improvement of our community through measures that combat vandalism while also promoting artistic expression and beauty. Our city features many large, blank walls, or “blank canvases”, that can be enticing to vandals. Visible signs of disorder such as graffiti within a community may perpetuate and exacerbate harmful conduct. More formal covering of “blank canvases” through design strategies such as murals can help to ensure that we are not only ridding our city of graffiti, but also promoting beauty through creative expression. To ensure that we are striving towards this mission, in 2023, the City launched a graffiti abatement campaign, a “3-Brushed Approach to Graffiti Abatement”:

- 1) Cover Your Canvas [ideas for property owners to prevent graffiti]
- 2) Care For Your Canvas [graffiti-related laws and measures available for its removal]
- 3) Common Canvas [education & artistic expression in real life!]

Staff has included this information in newsletters and created a central landing page on the website for the campaign and will expand the available information soon to include instructions for permissive removal and public property reporting.

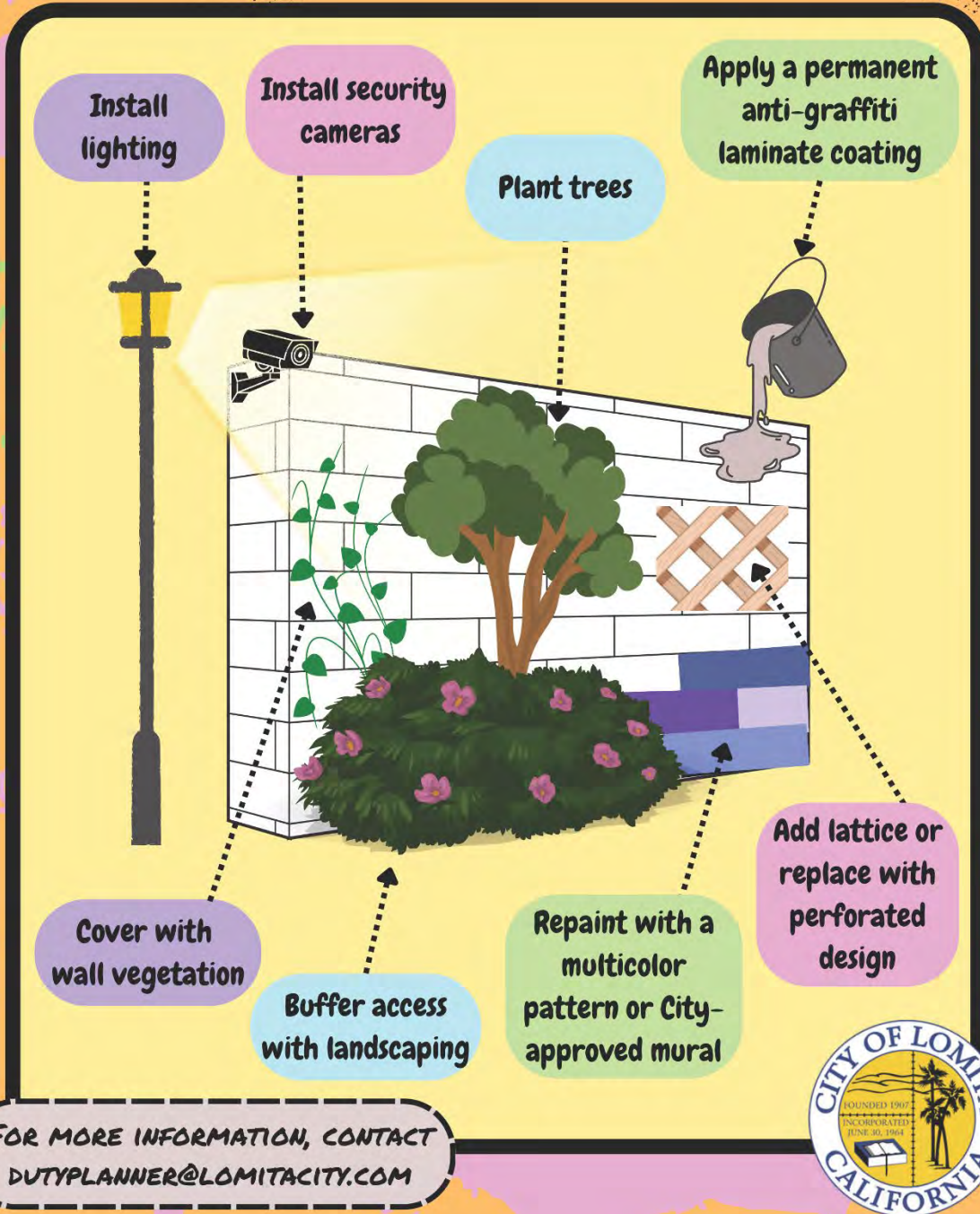
DISCUSSION

1) **Cover Your Canvas [ideas for property owners to prevent graffiti]**

- **Graffiti-resistant coating:** Various types of coatings chemically designed to protect surfaces from graffiti are available for purchase at hardware stores, home improvement stores, and Amazon.
- **Install lighting:** Proper lighting can deter graffiti artists as it may be easier to complete a tagging in a poorly lit area.
- **Install security cameras:** Security cameras may help to identify vandals, which decreases the likelihood of future graffiti.
- **Buffer physical access to the canvas with landscaping:** Enhance your property with natural beauty such as bushes, hedges, and/or flowers near walls to create a physical buffer that inhibits artist access.
- **Plant trees:** Planting trees in front of blank walls can make it more difficult to access and tag walls. Trees also limit visibility of any tagging on the walls, making the location less desired by graffiti artists.
- **Cover with wall vegetation:** Ivy and other similar vegetation can physically prevent graffiti as it creates a natural plant barrier on the surface of the wall while also adding to aesthetic.
- **Add lattice or replace with a perforated design:** Graffiti artists typically tag flat, seamless surfaces, so consider adding lattice work or a perforated design for enhanced dimension. This may include decorative punch-outs in walls or an additional perforated layer fastened to the wall.
- **Repaint with a multicolor pattern or mural:** Graffiti is more visible when a wall is painted using one color, so it is best to include patterns with diverse and alternating colors to deter tagging. Murals are permitted and encouraged within Lomita with Planning Commission approval. Look for a few popping up this winter and spring around Downtown Lomita! Please reach out to the Lomita Planning Division for more information at dutyplanner@lomitacity.com or 310-325-7110. Staff is working on a resolution to reduce fees associated with mural approvals to be considered by City Council in early 2024.



IDEAS TO PROTECT YOUR "BLANK CANVAS" FROM GRAFFITI



Copies of this flyer are available at the front counter at City Hall. Code Enforcement also hands out copies to property owners of repeat tagging.

2) Care For Your Canvas [graffiti-related laws and measures available for its removal]

Lomita Municipal Code maintains measures to protect all properties and prevent future graffiti. You may report the identification of a code violation to code@lomitacity.com by phone at 310-325-7110, extension 156.

- **Penalty:** Any person who writes, sprays, scratches, or otherwise affixes graffiti on any real or personal property not his or her own is guilty of an infraction.
- **Graffiti & Minors:** No person shall sell or give to a minor any aerosol container that is capable of defacing property.
 - No minor shall purchase an aerosol container of paint that is capable of defacing property.
 - No minor shall possess an aerosol container for the purpose of defacing property while upon any public place.
 - No person, other than a parent or legal guardian, shall furnish a graffiti implement to a minor.
- **Required Signage:** Businesses offering aerosol paint containers must post a sign stating: "Any person who maliciously defaces real or personal property with paint is guilty of vandalism which is punishable by fine, imprisonment or both."
- **Graffiti-Related Materials:** No person shall carry an aerosol container of paint while in any posted public facility.
- **Graffiti Removal:**
 - Owners shall remove graffiti from private property within the amount of days indicated by notice, otherwise Code Enforcement must proceed with citations.
 - **Permissive Removal:** If a property owner consents, the City may remove graffiti on behalf of the property owner subject to a fee. This form will soon be available on this webpage.
 - **Public Nuisance:** If a property owner fails to remove graffiti or elect for Permissive Removal, the site may be declared a Public Nuisance, forcing removal.

3) Common Canvas [education & artistic expression in real life!]

The City recognizes that graffiti is often the product of not having a proper creative outlet. Through teaching students about the importance of consent and community and providing the tools to beautify our city, Common Canvas aims to prevent future vandalism.

With the support of the Parks and Recreation Commission and City Council's Economic Development Subcommittee, staff met with all fifth grade students at Lomita Magnet, St. Margaret Mary's, President Elementary, and Eshelman Elementary for an hour each during the months of January and February, 2024 to introduce a mural contest. Staff determined that the softball shed at Lomita Park is so frequently tagged that a mural may deter future tagging and the repeat maintenance cost that comes with it. The meetings also included engaging question-and-answer sessions and inspirational discussions. Staff supplied the teachers with two handouts: (1) a sheet with the dimensions of the shed

scaled to fit on the paper; and (2) a trifold pamphlet to share with parents (see Attachments 3 and 4). The presentation is included herein as Attachment 5.

Staff does not have the capacity to bring the mural to life, so this staff report requests approval of two contracts for a muralist and fabrication team to do so. After conducting interviews of several artists and considering cost, staff recommends moving forward with Man One Art and his installation team at MuralColors. Man One has worked with the U.S. Department of Health and Human Services' Centers for Disease Control, the Mexican Consulate in the U.S., and the U.S. Embassy in Panama. There he demonstrated to Panamanian children and teenagers how art could build self-esteem and self-respect to help you overcome any situation. He has also led art workshops with youth in Japan, Germany, and throughout the U.S. His work has been exhibited in many museums including the Museum of Contemporary Art in Los Angeles, The Getty, Pasadena Museum of California Art, LACMA, Orange County Center for Contemporary Art in Santa Ana, Pacific Asia Museum in Pasadena, Parco Museum in Tokyo and the Smithsonian Institute in Washington D.C. The team reviewed the PSA with the City and finds the terms acceptable.

Student submittals are due March 4 and, on March 7, a panel of elected officials to include two councilmembers and Parks and Recreation Commissioners will convene to select a winner or group of winners. Upon selection and notification, MuralColors will install the mural panels, Man One will create the mural, and MuralColors will apply antigraffiti coating. The mural will be unveiled in a location at Lomita Park as part of the Anti-Gang and Drug Free Walk on April 25, 2024. Staff anticipates completion of all work described within Attachments 1 and 2 by this date, but will be charged no later than this current fiscal year of 2023-2024.

FISCAL IMPACT

The artist's cost for a 7.5'x20' mural upon the softball shed is \$13,000.00 and includes design, artist labor, painting materials, and clear coat. Attachment 1 includes a 10% contingency for a total not-to-exceed amount of \$14,300.00. For panel installation, cut-to-size fabrication, installation, and anti-graffiti coating, MuralColors requests \$2,993.50. Attachment 2 includes a ~5% contingency for a total not-to-exceed amount of \$3,150.00. The cost between the two contracts for the entire mural creation totals \$17,450.00. If approved, a budget appropriation of \$17,450.00 will be added to 100-410-5340.000 for Fiscal Year 2023/2024.

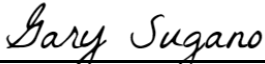
OPTIONS

1. Authorize the City Manager to execute the agreements.
2. Do not authorize the City Manager to execute the agreements.
3. Provide staff with further direction.

ATTACHMENTS

1. Professional Services Agreement with Man One Art
2. Professional Services Agreement with MuralColors
3. Scaled Template
4. Parent Brochure
5. Presentation to Fifth Graders

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Joe Hoefgen
Interim City Manager

Prepared by:



Brianna Rindge
Community & Economic Development Director



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND MAN ONE ART**

This AGREEMENT for LOMITA PARK MURAL INSTALLATION is entered into this ___ day of ___ 20___, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and MAN ONE ART ("CONTRACTOR").

RECITALS

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

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

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As an additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount of \$13,000.00 the CONTRACTOR's estimated costs of its services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional 10% of these estimated costs, or up to \$1,300.00, for unexpected contingencies, or a total, not-to-exceed amount of \$14,300.00. If CONTRACTOR incurs expenses exceeding its estimated costs of \$14,300.00, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, for CONTRACTOR to receive compensation for those costs.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

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

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

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

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

- 7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on JUNE 30, 2024, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available

to interested parties upon request and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money

that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

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

14. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

15. INDEMNIFICATION.

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

of California and will survive termination of this Agreement.

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

20. **INSURANCE REQUIREMENTS.**

- A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
 2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of

California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

21. **USE OF OTHER CONTRACTORS.** THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.

22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.

23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Man One Art</u> <u>2814 Oak Creek Dr Unit E</u> <u>Ontario, CA 91761</u>
<u>ATTN: City Manager</u>	<u>ATTN: Alejandro Poli Jr.</u>

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

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

37. DISCLOSURE REQUIRED. (CITY and CONTRACTOR initials required at one of the following paragraphs)

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

City Initials _____

Contractor Initials _____

OR

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

City Initials _____

Contractor Initials _____

[signatures on following page]

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

CITY OF LOMITA

CONTRACTOR

Joe Hoefgen, Interim City Manager

By:

Alejandro Poli, Jr.

ATTEST:

Kathleen Horn Gregory, City Clerk

XX-XXXXXX

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

From: [Man One](#)
To: [Whitney Weisberg](#)
Cc: [Brianna Rindge](#)
Subject: Re: City of Lomita: Mural Interest
Date: Tuesday, January 2, 2024 6:09:35 PM

Hi Whitney,
Happy New Year!

Hope all is well.
Below are my final project cost estimates:

-I will put together a 30-45 minute presentation
With time for q+a from the students.

-please provide digital projector or large
monitor for visuals.

Costs for 7.5' x 20' mural: \$13k

-includes: design, artist labor, painting materials, clear coat, etc.

*Does not include wall construction or mural fabric installation.

Lmk if I've missed anything.
Ready for next steps!
Talk soon. Thanks.





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

This AGREEMENT for LOMITA PARK MURAL INSTALLATION is entered into this ___ day of ___ 20___, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and MURALCOLORS ("CONTRACTOR").

RECITALS

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

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

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As an additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount of \$2993.50, the CONTRACTOR's estimated costs of its services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional approximately 5% of these estimated costs, or up to \$150, for unexpected contingencies, or a total, not-to-exceed amount of \$3,150.00. If CONTRACTOR incurs expenses exceeding its estimated costs of \$3,150.00, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, for CONTRACTOR to receive compensation for those costs.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

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

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

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

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

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on JUNE 30, 2024, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available

to interested parties upon request and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money

that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

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

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of California and will survive termination of this Agreement.

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17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employees while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
18. **AUDIT OF RECORDS.**
- A. THE CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. INSURANCE REQUIREMENTS.

- A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
 2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of

California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

- F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

21. **USE OF OTHER CONTRACTORS.** THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>MuralColors</u> <u>3020 E Las Hermanas St</u> <u>Compton, California 90221</u>
<u>ATTN: City Manager</u>	<u>ATTN: Davida Persaud</u>

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

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

37. DISCLOSURE REQUIRED. (CITY and CONTRACTOR initials required at one of the following paragraphs)

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

City Initials _____

Contractor Initials _____

OR

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

City Initials _____

Contractor Initials _____

[signatures on following page]

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

CITY OF LOMITA

CONTRACTOR

Joe Hoefgen, Interim City Manager

By:

Davida Persaud

ATTEST:

Kathleen Horn Gregory, City Clerk

XX-XXXXXX

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

ESTIMATE #240029



Durable Artist Materials

323-601-5000 | info@muralcolors.com | www.muralcolors.com

617 Imogen Ave, Los Angeles, CA 90026, USA

Estimate Date	February 13, 2024	Project Name	Client
Payable Via	TBD	Lomita Mural Project with Man One	Whitney Weisberg
Terms	Good for 30 days		w.weisberg@lomitacity.com (310) 325-7110
From	MuralColors Inc		City of Lomita 24300 Narbonne Avenue, Lomita, CA 90717

Description	Qty	Rate	Total
<ul style="list-style-type: none"> Mural Panel - Max Metal Only ACM - Product Maxmetal 4x8 6mm White Plain Max Metal with Light Sanding on Face - No Mural Cloth. 	5	\$297.60	\$1,488.00
<ul style="list-style-type: none"> Cut to Size and Countersink - Fabrication Services Cut Max Metal to 4 ft x 7.5 ft with countersunk holes on perimeter. 	5	\$65.60	\$328.00
<ul style="list-style-type: none"> Installation Service - Service Securely fasten five mural panels to a steel shipping container. 	150	\$6.35	\$952.50
<ul style="list-style-type: none"> Protective Anti Graffiti Coatings - Mural Coating Service Mural Coating Apply coatings after the artist has completed their artwork. Cost includes labor and preservation and anti graffiti coatings. 	150	\$1.50	\$225.00
		SUBTOTAL	\$2993.50
		TOTAL	\$2993.50

Accepted By: _____ Date: _____

Additional Project Notes

Mural Panel for a shipping container measuring 20ft w x 7.5 ft high. Must be installed before March 18th, 2024. Hold install for week prior to paint day. Five panels at 4 x 8 cut to size.

Delivery Optional - Delivery to Project Location. Exclude if MuralColors is installing the panels. No crate. Add \$175.

Make Payable To:

MuralColors Inc
617 Imogen Ave
Los Angeles, CA 90026, USA

EIN: 86-3743467
Murals & Public Art Services
Phone: 323-601-5000
Email: info@muralcolors.com
www.muralcolors.com
Zelle: info@muralcolors.com

**Secure Online Payment
Available Upon Request**

Terms and Conditions

- Estimate valid for 30 days upon acceptance.
- For Fabrication and Printing Projects under \$1000, payment is due in full before a project can begin.
- For installation or coating services, a 50% non-refundable deposit is required upon acceptance of the estimate. Remaining balance to be paid upon completion of project.
- Cancellation (in whole or part) after acceptance of proposal is subject to additional charges. In the event suit for collection is instituted, Buyer shall pay all reasonable costs of collection including interest at 1.5% per month.
- MuralColors has the right to show works made for the client on its external communication and advertising documents and during sales prospecting. Client is responsible for communicating any NDA or period of silence.

THE CITY OF LOMITA: COMMON CANVAS MURAL CONTEST

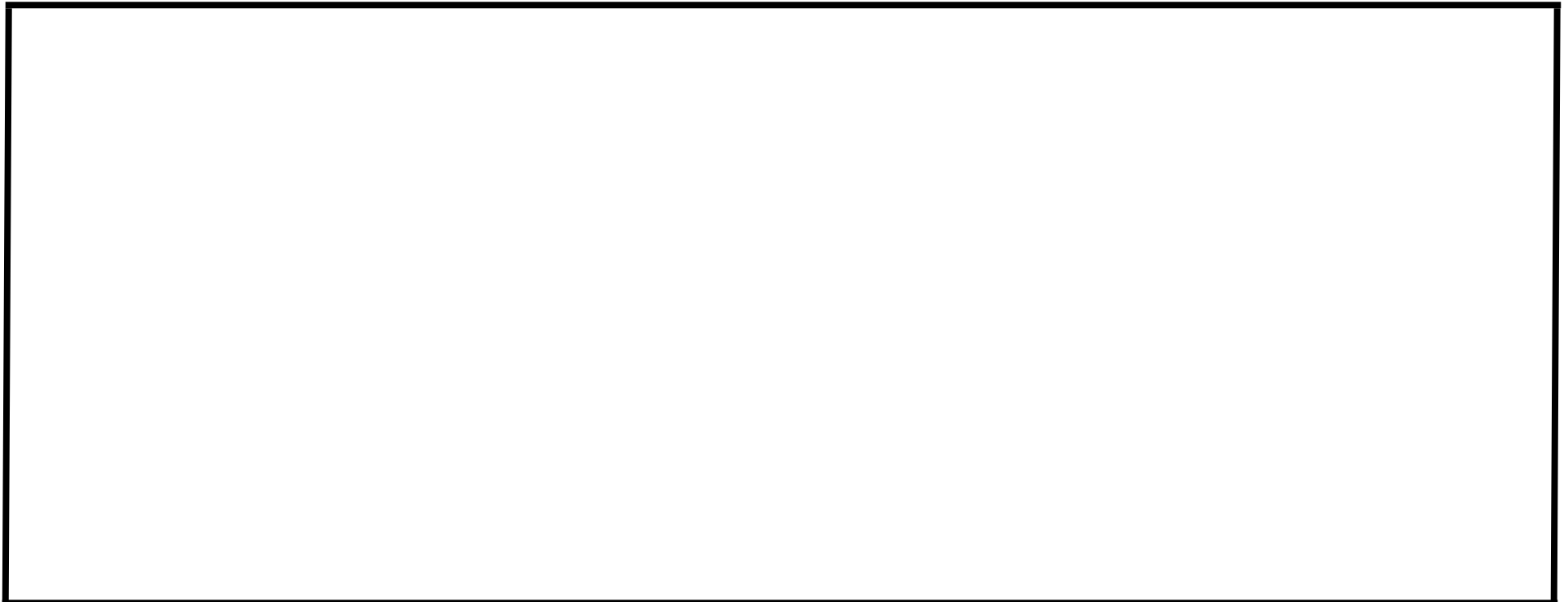


NAME: _____

SCHOOL: _____

Guidelines

- Design a Lomita-themed mural!
- Use appropriate words, colors, and images to convey a positive message for the Lomita community
- Please stay within the rectangle below and try to fill the space
- Deadline: Friday, March 1



**DEADLINE:
FRIDAY,
MARCH 1**



DESIGN
DEADLINE:
FRIDAY,
MARCH 1

COMMON CANVAS: A
MURAL CONTEST TO
PROMOTE RESPONSIBLE
COMMUNITY STEWARDS

**For more
information:**

Phone: (310)325-7110 x 150

Email: dutyplanner@lomitacity.com

Website: lomitacityhall.com



**COMMON
CANVAS**

School Mural Contest &
Responsible Stewardship



Mural Contest

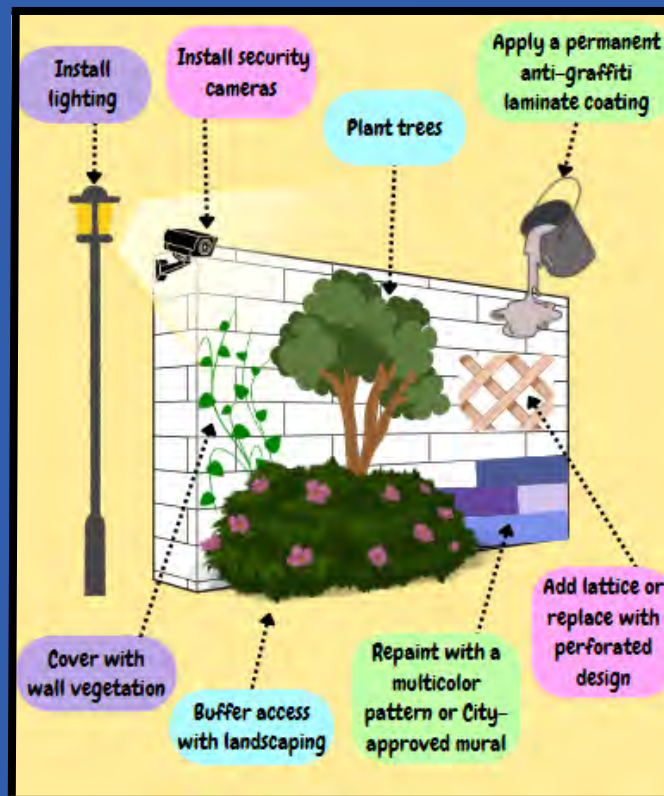
Lomita's fifth grade students have the opportunity to design **Lomita Park's first mural!** The City believes in promoting responsible stewardship and beautification of our community through artistic expression.

We encourage students to create a mural design about Lomita or a positive message for the community. Please find the mural template worksheet attached. You are encouraged to grant your child the space and time to work on their creations.

Final student submissions will be considered and voted upon by a group of Lomita officials and we will work with a mural artist to have the final design rendered. The mural will be unveiled during the Anti-Gang and Drug-Free Walk at the end of the 2023-2024 school year.

**DEADLINE:
FRIDAY,
MARCH 1**

IDEAS TO PROTECT YOUR PROPERTY'S "BLANK CANVAS"



Responsible Stewardship

TALK ABOUT GRAFFITI

Did you know that the average age range of graffiti artists is 12-15 years old? You can do your part to prevent graffiti and vandalism through talking with your children about the dangers and providing an outlet for artistic expression.

WARNING SIGNS

- Possession of spray paint cans or permanent markers
- Paint on hands or clothing
- 'Tags' or the same type of scribble on their bag or books
- Practicing the same type of scribble or 'tags' on paper continuously
- Engravings on their furniture at home, such as a desk, chair or bed

KNOW THE LAWS

- No children under 18 shall purchase or publicly possess a tool or implement that is capable of graffiti
- Tagging or defacing property is considered an infraction

COMMON CANVAS

School Mural Contest & Responsible Stewardship



CONNECTING THE DOTS



- 1) What is the writing on the pole called?
- 2) How do you feel when you see things like this?
- 3) Do you think the community wanted it there?



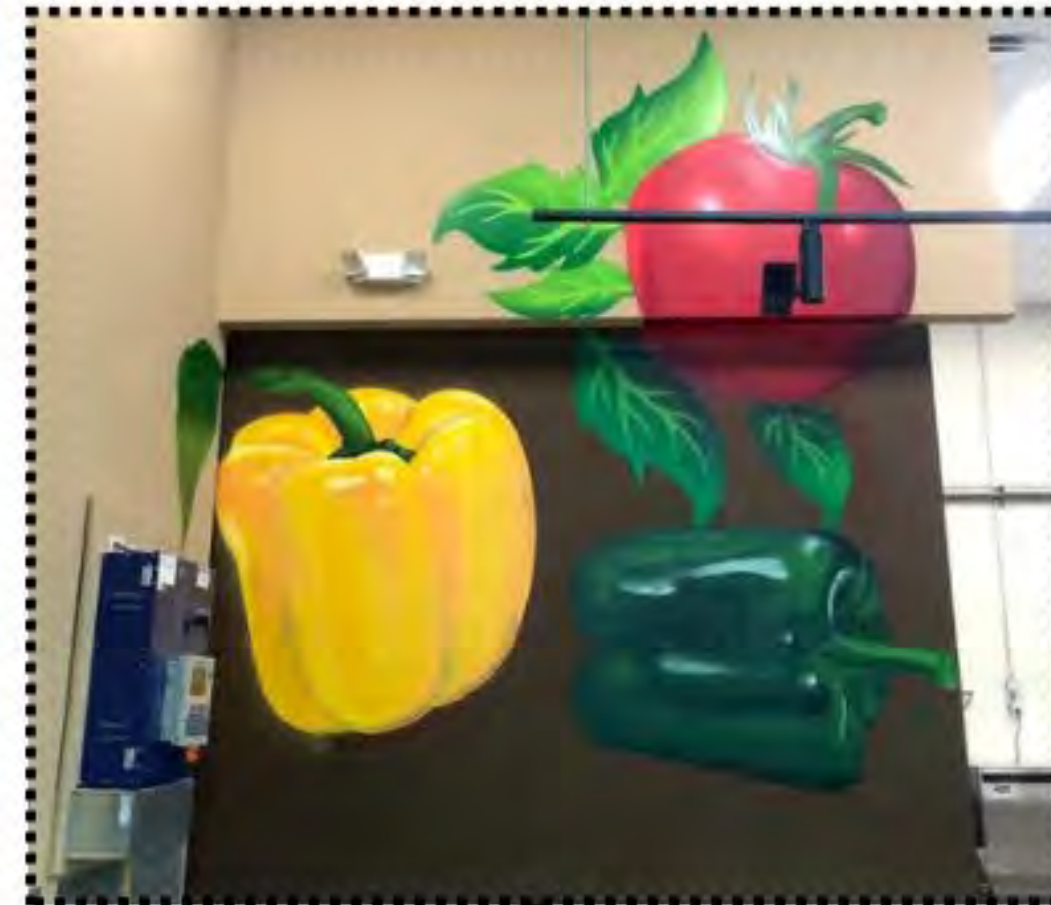
REFLECTION QUESTIONS

- 1) What is a **community**?
- 2) What does it mean to ask for **permission** or **consent**?
- 3) What happens when people do things without consent?
- 4) Why is it **important** for us to receive consent or permission before doing something?
- 5) How does consent **strengthen community**?

"COMMUNITY CONSENT" DEFINED

Community: “A group of people with a common characteristic or interest living together within a larger society” [1]

Consent: “Permission for something to happen or agreement to do something” [2]



You can be an artist without violating your community's consent!



YOUR "BLANK CANVAS": LOMITA PARK





MURAL CONTEST DETAILS



Contest

- Design a Lomita-themed mural!
- Use appropriate words, colors, and images to convey a positive message for the Lomita community
- Please stay within the rectangle in the template and try to fill the space

Deadline: Friday, March 1



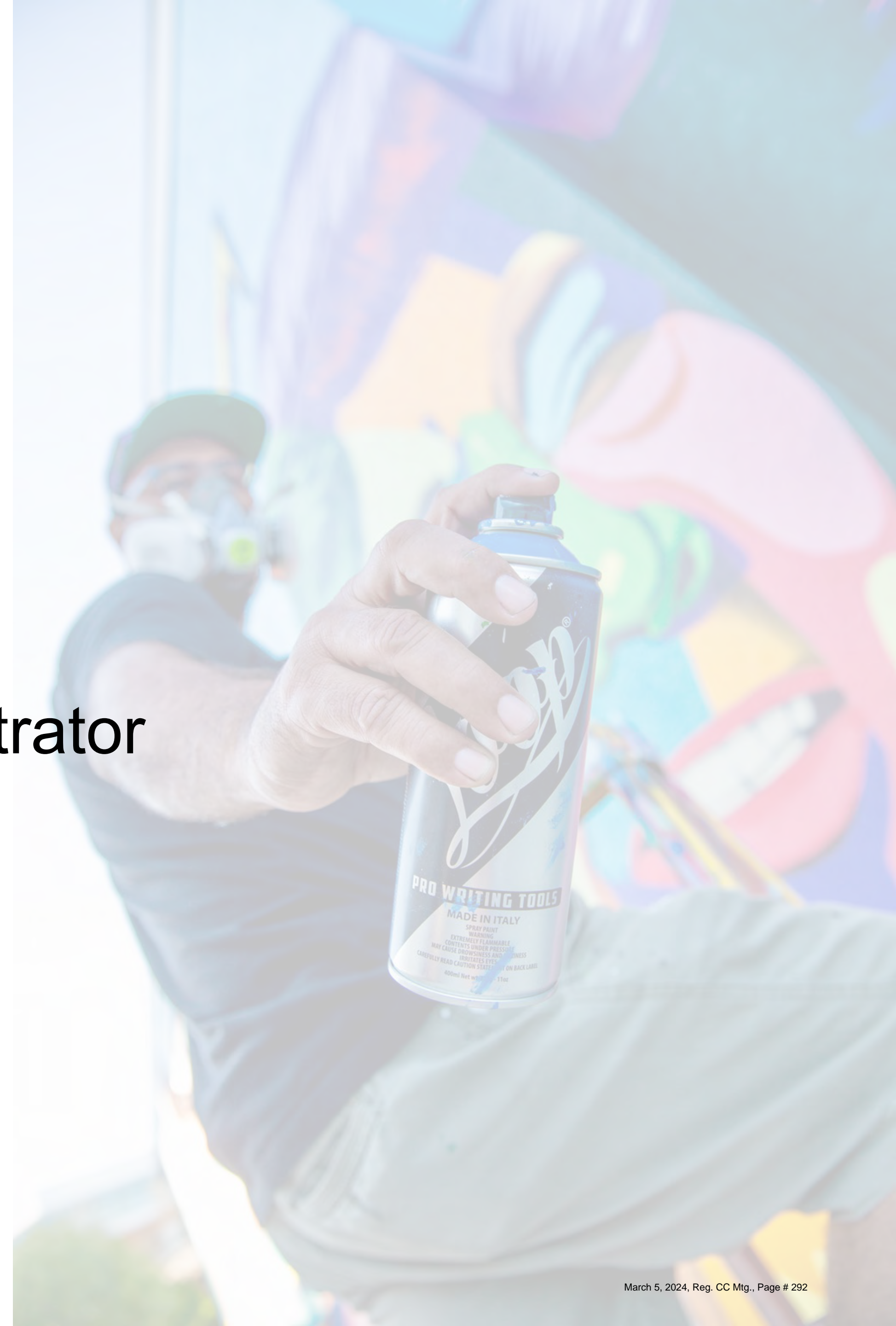
WHO IS CONSENTING?

Lomita City Hall has a group of dedicated staff and officials ***elected by the community*** who will select a winning design.

They will select a design that best represents the positive qualities or positive messages for our city.

Man One

Artist, muralist, and illustrator









Man One © 2021

L'oi

DIRECTV
worldDIRECTV







MANONE



ManOne
©2015

Park Av

Fairbanks
1400 W

No Parking
8 AM TO 10 PM
FRIDAY
STREET SWEEPING

"ESE LEO!"

Man One 2021 ©



2341 E. Olympic
2343 E. Olympic
2345 E. Olympic
2347 E. Olympic
IN ALLEY

ALLEY GATE
KEYS IN
KNOX BOX

2337





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1207

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- signs •posters

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- banners •flyers
- business cards
- signs •posters

fullcolor copies prints



LOADING ONLY

bici-libra





Ward 11

2016



ManOne Art '22
©MANONEART

Noni Olabisi
QEPD

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Laj...





Public
Parking



CarPark
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www.carparkinc.com



SHAFK





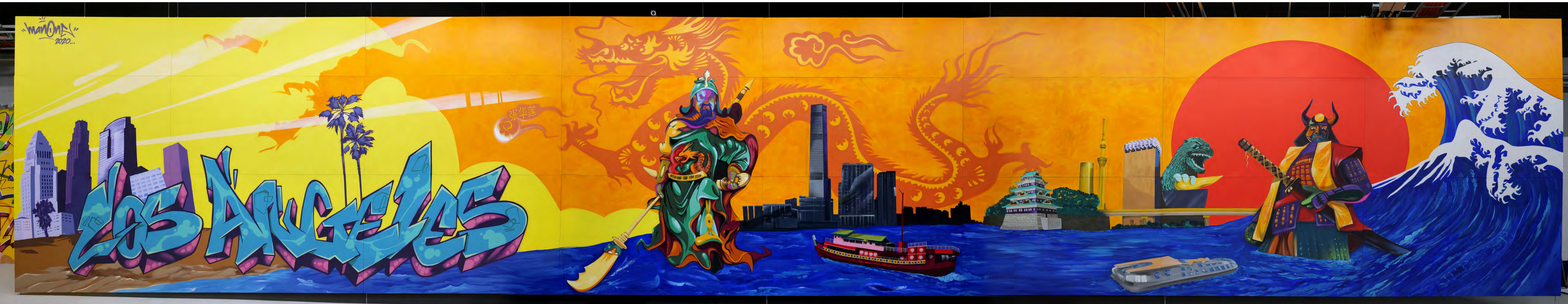




"Man On The Street"
2020...

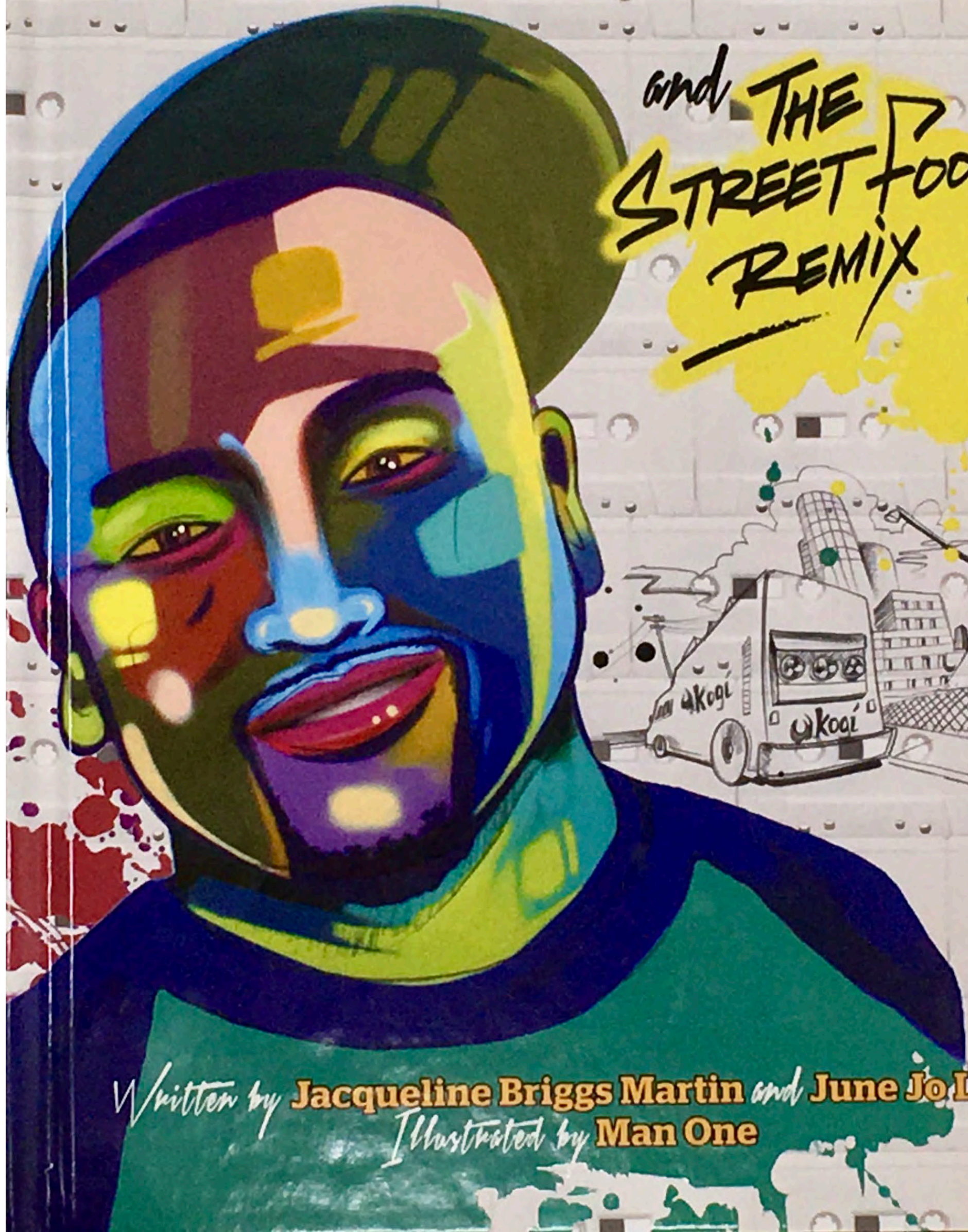
LOS ANGELES





CHEF ROY CHOI

and THE
STREET FOOD
REMIX



Written by **Jacqueline Briggs Martin** and **June Jo Lee**
Illustrated by **Man One**



Dedication

To all those, especially my sisters Laura and Audrey, who cook with love and build community with handmade food. —J.B.M.

To my remix family — Philip, Louisa, Blue, and Ari O. —J.J.L.

To my wife, Laura, for her never-ending support, and my kids—Alex, Max, and Vivi—who put up with my crazy schedule, and to my parents, for being excellent role models and allowing me to dream big. —M.O.

Text copyright © 2017 by Jacqueline Briggs Martin and June Jo Lee
Illustrations copyright © 2017 by Man One

**Readers
to Eaters**

READERS to EATERS Books
12437 SE 26th Place, Bellevue, WA 98005
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Printed in the U.S.A. by Worzalla, Stevens Point, Wisconsin (1/17)

Book design by Reid Herring Design

Book production by The Kids at Our House

Creative support and consulting by Crewest Studio. www.crewest.com

The art was created in separate layers. Most of the backgrounds were first spray-painted onto large canvas, then photographed. The characters and detailed drawings were created in pencil, then "inked" digitally on the computer, where all parts were then assembled.

The text is set in Gora, a whimsical extended slab serif font created by Russian designer Misha Panfilov.

10987654321
First Edition

Literary of Congress Control Number: 2017931112
ISBN 978-0-9838635-9-7

A RAMEN REMIX

Make ramen with chef Roy Choi.
Slide an egg into the broth.
And put on cheese,
sesame seeds,
and colorful greens.
Serve it up.
See a smile.

Roy says good food
makes smiles.



A STREET FOOD REMIX

Then a friend said let's open a taco truck,
put Korean barbecue in a taco.

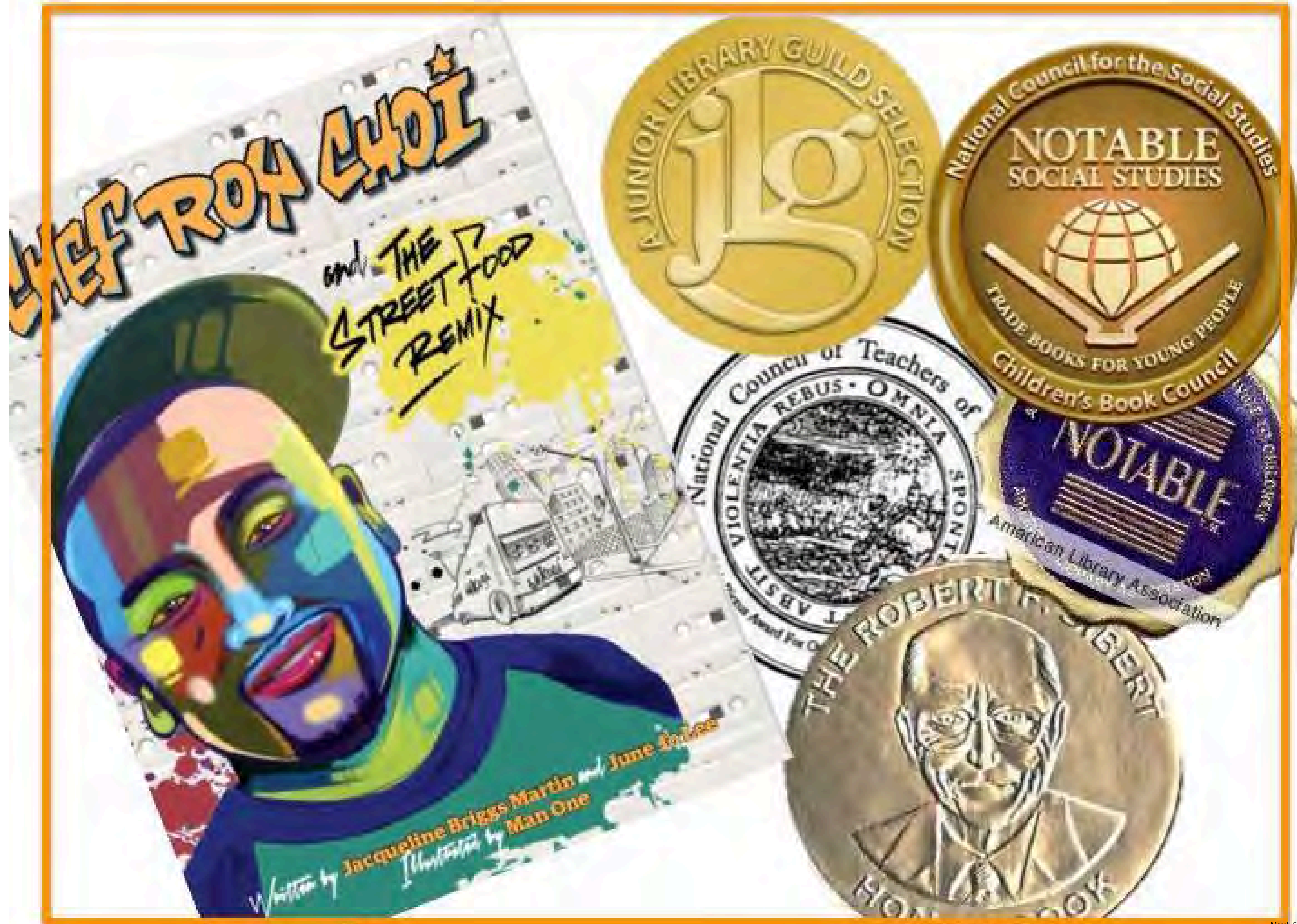
What? Chefs cook in kitchens, not on trucks!
But Roy said yes!
He wanted to remix the tastes he loved
on the streets that were his home.

Roy's sauce mixes the five tastes—

sweet, sour, bitter, salty,
savory—with aromatics.
Dried chili, soy sauce,
sesame, lime, and pear are
some of the ingredients
in Roy's Awesome
Sauce.

He used mad chef's skills to build flavor
and cooked with care, with sohn-maash,
to create "Los Angeles on a plate"—
Korean short ribs, crispy slaw on corn tortillas
with a squirt of Roy's Awesome Sauce.







"man on a horse" 2016 ©



Ward
Max Out Art



Nazo's
Bakery Cafe
New York
Pizza Next Door

METRO
SNACKS

SNACKS & MORE
816 W. 8th STREET

METRO
SNACKS

"manOne"
© 2014. Coz



"VOLAR"







For more info visit:
WWW.MANONE.COM
[@ManOneArt](#) (on all social media)





CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. SCH 8c**
FROM: Joe Hoefgen, Interim City Manager
PREPARED BY: Carla Dillon, P.E., Public Works Director
MEETING DATE: March 5, 2024
SUBJECT: Discussion and Consideration of Legislative Project Priorities

RECOMMENDATION

Review projects and provide direction on prioritization.

BACKGROUND

City Council Members will be meeting with legislators in the coming weeks to request support and funding for City projects. To ensure that these discussions reflect the support and input of the City Council, it is recommended that the City Council review the attached listing of projects and provide direction on prioritization.

FISCAL IMPACT

No immediate fiscal impact.

ATTACHMENTS

1. Lomita City Project Summary

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Joe Hoefgen

Joe Hoefgen
Interim City Manager

Prepared by:

Carla Dillon

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

Lomita City Project Summary

Water-Related Projects

Project Title	Description	Status	Funding	Need
*Upsize water pipe, west Lomita Blvd	Upsize 5,700 LF of ex. 6- and 8-inch pipeline in W. Lomita Blvd to accommodate 3,500 gpm commercial fire flow. Needed to support housing/general plan.	Not started	\$6.5M	Need money for water projects
*Downtown Lomita Multi-Benefit Stormwater Project	This project will divert 5.6 acre-feet of stormwater to infiltrate. It will also add bike lanes, trees, and vegetation.	Design has just begun and expect to complete design early 2025.	We have partial funding for design (LA Safe Clean Water Program). Construction is expected to be ~\$8M. With Jason Braude's assistance, this project was listed in federal Water Resources Development Act (WRDA) for \$200K; however the funding has not been realized. Staff has met with Army Corp to be ready if funds committed. Total project cost Estimate: \$8.4M	Need federal funds appropriated for this project.
*Water studies	Several projects would provide evaluations of possible changes in the water system such as connecting pressure zones, a sustained connection with Torrance, zone 2&3 booster, interconnecting Narbonne-Oak	Not started	Estimate: \$150,000 - \$250,000	Could use money
*Annual Pipe upsizing	Upsize pipes for residential fire flow	More pipes need replacement, but not budgeted	Estimate \$7M backlog	In general, need money for water projects
*Annual Pipe Rehabilitation	Replace old pipes	More pipes need replacement than are budgeted	Estimate: \$13.9 M backlog	In general, need money for water projects
Cypress Water Production Facility (CWPF) Upgrade Project	This project upgrades the water treatment facility to treat for benzene and taste and odor. The project is installing granular activated carbon (GAC), control systems, and relocating generator, tanks	Construction is nearly complete. Requested change order to implement needed controls. Re-submitted requested materials to the Division of Drinking Water for permitting	\$2M from WRD (Safe Drinking Water Program) Total Project estimate: \$5.2M	On-going need for State to streamline the permitting process; no financial need.
Emergency Generator	The project installs an emergency generator that provides electricity in the event of a power outage at Appian Way Pump Station. The generator may be moved to other locations as needed.	Construction activities are nearly complete.	City Water department Total Project estimate: \$420k	--
247 th Street Area Watermain Project	The new water main will extend from 246 th Street beyond the City boundaries, looping within the City of Los Angeles right of way and along Western Avenue (which is Caltrans' right of way), and connecting back to the City of Lomita along 247 th Street, 247 th Place, 248 th Street and Lomita Blvd. This project consists of constructing approximately 3,300 linear feet of PVC water pipeline and appurtenances (fire hydrants, valves, services, and fittings). This project will abandon a watermain that runs north and south within private properties crossing 246 th Street, 247 th Street, 247 th Place, and 248 th Street.	This project is being released for bid end of Feb 2024, and expect construction during summer months, 2024	Funding from a hazard mitigation grant, administered through CalOES (\$1,124,846). Remainder of funds from City Water Capital Project cost est: \$2.8M	For future projects, it would be great if City of LA gave 'no-fee' permits to neighboring cities. Torrance, RPV, and Caltrans honor a no-fee permitting process with Lomita.
Narbonne Avenue Water Replacement and Street Rehabilitation Project	This project consists will construct approximately 1,600 linear feet of PVC water pipeline on Narbonne Avenue from PCH to the southern border of the City of Lomita. The proposed water main will be a new 8-inch PVC water main to provide improved flow, pressure, and fire protection. This new water main will replace the existing 1928 6-inch and 8-inch water main. The project will also rehabilitate the street and restripe.	Project is in design. Delays in permitting from Caltrans have delayed the design by two months. Earliest start of construction would be late Summer 2024.	\$940,000 federal earmark (Maxine Waters). Remainder of funds from city Water Capital and street funds. Total project cost Est: \$3.2M	--
Water Main Replacements in Zone G	This project consists of replacing pipes along 3 streets in zone G, and will do this prior to or in conjunction with the street project for these specific streets.	Design to be completed in Fall of 2024	Have budgeted water capital; however costs are expected to exceed the budget (by ~\$600k). Estimate: \$1.9M	Could use funds.
Appian Way Pump Station Roof Project	This project will be replacing the roof at the Appian Way pump station. The existing roof is infested with termites and cannot be tented for treatment as the facility contained water pumps.	Final design will be presented to Council by early spring with construction in Summer-Fall 2024.	The project is more than originally budgeted. Construction Est at \$350,000.	Could use funds.
Test Well citing and installation	Out of the Well Feasibility study, three possible locations were identified and field testing with a boring or well.	Not started	California Consulting submitted a WaterSmart grant application (Bur of Reclamation). City would need matching funds and possible property acquisition. Est. \$3.4M	Could use funds
Landscape Maintenance District refurbishment	The path and grass area are in need of refurbishment. A survey was conducted and the community in support of drought tolerant landscaping - reducing water usage and costs (CalWater)	Have begun scoping out the project.	No funds allocated; however there are programs for turf replacement. Estimate: \$180k - \$450k	Could use funds.
PCH pipeline upsizing	Upsize 3,700 LF of ex. 6-inch Zone 2 pipeline on Pacific Coast Highway to accommodate 3,500 gpm commercial fire flow. (Highest priority project given pipeline age)	Have not started	Est \$4.2M - \$5M (in 2024\$)	Need money for water projects
Narbonne Ave at Lomita Blvd.	Upsize 1,200 LF of ex. 6- and 8-inch Zone 1 pipe on Narbonne Ave to accommodate 3,500 gpm commercial fire flow. Needed to support housing/general plan.	Have not started	Estimate: \$1.4 - \$2M (in 2024\$)	Need money for water projects

* = Staff suggested priority projects for requests

Projects (non-water)

Project Title	Description	Status	Funding	Need
*Navy Field	City is in the process of developing agreements with the Navy and the Little League. Many improvements are needed on site – for bleachers, ADA restrooms, ADA pathways/parking, utility improvements, fence/gate, lighting, snackshop, etc.	Not started	We do not have funding, and have not found anything the City would qualify for until owning the property. Est: \$3.2M for improvements	Need congressional transfer of property to the City. If other funding is available in interim (for property not owned by City), could apply it to near-term projects (bleachers, ADA restrooms, ADA pathways/parking).
*Irene Lewis Park Renovation	This project will scope out a design for the current grass area to include an educational area, playground equipment, walking path, decorative foliage, possible stormwater infiltration. Will need community and RR foundation collaboration.	Have draft of RFP for design phase	Have \$500,000. Need more to complete this. Guestimate: \$1.4 - \$4 M total	Could use project funding
*ADA Improvements	City-wide improvements needed for ADA including curb ramps, pathways at parks, and buildings.	Currently including elements of ADA improvements in street and building projects as they happen, but would use a dedicated project for backlog of items	City park ADA (exterior) improvements Est: \$400,000 Overall City ADA improvement Est: \$9.5M	Could use funds for a City park ADA improvement project
Street Reconstruction – Zone G	This project consists of overlaying and reconstructing certain streets in Zones G (just north and south of Lomita Boulevard and east of Eshelman Avenue)	Design should be completed in early Summer 2024	Utilizing gas tax and Measure R funds. The cost estimate for this project far exceeds available funding Est: \$4.5M	Need funds to cover this project completely, or will need to separate it into phases as money accumulates in street funds.
Stephenson Center Maintenance Project	This project restores/repairs roofs and upgrades restrooms at Stephenson Center	The design is nearly completed. To save overall costs, it may be bid out with the Tom Rico/Museum project.	Expected cost is \$680,000, and it appears we can cover this with LA Measure A, State prop 68 funds and general funds	--
Tom Rico Center Gymnasium & Railroad Museum Building Roof Replacement Project	This project will install new roof skins on the two buildings, upgrade of signs at the Railroad Museum and eaves/acia.	Design has just begun on this project, and it will be complete toward the end of the calendar year.	Do not yet have construction estimate. Guestimate: \$120 -280K	Could use funds
Citywide School Loading Zone Study	This project will assess conditions around the four schools in Lomita and recommend changes and programs for improvement.	Have Caltrans funding, and the City's contribution is in-kind.	Study costs: \$330k	--
EV chargers	As state regulations require 50% of new fleet purchases be zero emissions, more City vehicles will be EVs, and we will want more chargers. Begun to look	Have begun meeting with companies to understand level of work/needs.	Many grants are available for chargers and supporting infrastructure. Guestimate: \$150k - \$1.6M	--
City Hall HVAC	This project will replace the HVAC system at City Hall	Scoping this out. Considering design-build due to time constraints.	City has \$1M from ARPA and need to have awarded to contractor by end of calendar year. Est: \$2M	Could use funds
Eshelman Traffic Calming	This project was approved by Council following the Traffic Calming study. It will add street elements to Eshelman to make it safer for pedestrians and naturally slow speed.	Not started	This may be included in regional project funding through Measure M – working with SBCOG Est: \$620k	May need funds
Lomita Boulevard Corridor Planning	This project will evaluate the feasibility and cost of widening Lomita Blvd between Narbonne and Crenshaw including utility relocation and any property needs.	Have a draft Request for Proposals. Put on hold due to higher priority projects and limited staff.	Have funds (~\$2M) for this in Prop C. Guestimate: \$5M - \$30M (dep. on Prop acquisition)	Will need funds following Planning phase.
Sidewalk Program	With the annual inspections of all City sidewalks, staff has made significant repairs. There are some locations (~30) with extensive required repairs that will take too much time to accomplish in-house.	Design/Engineering staff is putting together plans and specs to bid this work out.	Have funds Est: \$240k	--
New Public Works Yard	The current City Public Works Yard is extremely small for the operations and staff. Would need to identify a location and acquire property.	Not started	Do not have any funds; Rough Est: \$2.5 - 5.5M	Need property
Intersection improvements for Walnut/253 rd /Ebony/Bland	This project would evaluate and recommend Traffic-pedestrian safety improvements.	Not started	Do not have any funds; Rough Est: \$1.2 – 2M	Could use money

* = Staff suggested priority projects for requests



CITY OF LOMITA CITY COUNCIL REPORT

Item No. SCH 8d

TO: Mayor and City Council

FROM: Joe Hoefgen, Interim City Manager

PREPARED BY: Lina Hernandez, Senior Management Analyst

MEETING DATE: March 5, 2024

SUBJECT: Discussion and Consideration of a Los Angeles County Sheriff Department (LASD) Proposal for 2024 Illegal Fireworks Suppression Enforcement

RECOMMENDATION

Approve the Los Angeles County Sheriff's Department's (LASD) Proposal for 2024 Fireworks Suppression Enforcement.

BACKGROUND

The Lomita Municipal Code (LMC) Sec. 4-16.01 established that it is unlawful for any person to manufacture, sell, store, display, use, discharge, explode, fire or set off any fireworks within the city including but not limited to safe and sane fireworks.

In 2021, the City Council adopted Resolution 2021-14 (attached to this report) establishing increased fines of \$1,000 per violation of the city's regulations regarding firework use and approved the L.A. County Sheriff Department (LASD) Proposal for supplemental firework enforcement in response to an increase in the use of illegal fireworks in the city, especially leading up to the July 4 celebrations that negatively impact the health, safety and welfare of residents. The program created a targeted enforcement program intended to enhance the city's public safety and enforcement efforts as well as increase the visibility of our LASD resources around the Fourth of July holiday to deter potential violators.

To continue addressing the anticipated calls for service related to illegal fireworks usage as we neared the Independence Day holiday, the city once again approved LASD supplemental fireworks enforcement services in 2022 and 2023. A proposal was requested (attached to this report) for City Council consideration to resume fireworks suppression enforcement this year. For 2024, LASD has proposed a three-week

enforcement period covering June 16 through July 6 using two dedicated deputies on six hours shifts for an amount not to exceed \$29,322.72.

DISCUSSION

Enforcement of the City's regulations is particularly challenging and time consuming, which ultimately drives added expenses and resources. While the City's enforcement efforts have produced some citations in recent years, the costs of the increased enforcement efforts have continually exceeded the revenue received as a result of those citations. Violations must be witnessed by law enforcement to cite or detain those responsible.

During its meeting of February 21, 2023, the City Council approved the proposal from LASD for fireworks suppression enforcement and it directed staff to return with a discussion about Safe and Sane fireworks, options for allowing their sale and use through a limited number of permits for stands issued to community groups and non-profits serving the community directly, while continuing to prohibit the use of unapproved fireworks.

During its meeting of April 4, 2023, the City Manager made a presentation outlining past efforts by the city relative to allowing fireworks, including two advisory measures. The Council took action to rescind those measures later and some minor adjustments have been made to city policy in recent history. He outlined enforcement efforts and related costs to the city and discussed how some cities in LA County allow the sale of Safe and Sane fireworks while prohibiting the use of unapproved fireworks. In such cases, a limited number of permits for stands are issued by such cities generally to community groups and non-profit organizations serving the community directly, and sales are often a fundraising source for these groups. However, cities surveyed note continued challenges and significant costs with enforcement, as well as continued or increased use of illegal fireworks.

It was the consensus of the Council to direct staff to include in the next community survey questions on whether to allow "safe and sane" fireworks in Lomita, to consider a pilot test of the Nail 'em app (a service available through TNT Fireworks which allows for anonymous reporting of illegal fireworks activity to local public safety agencies), and to research the feasibility of a Safe and Sane fireworks sales surcharge to aid the city in enforcement of illegal fireworks should the Safe and Sane variety be made legal in Lomita.

During its meeting of February 26, 2024, the City Council was presented with survey results conducted by Fairbank, Maslin, Maullin, Metz & Associates (FM3) to update our data concerning residents' priorities and satisfaction with Lomita's programs and services. When it came to the legalization of fireworks, three in five surveyed residents (60%) opposed legalizing the sale of fireworks with nearly half indicating they strongly opposed. As a result, in the absence of City Council direction to the contrary, the existing prohibition on the sale and use of fireworks will remain in place in Lomita.

The attached proposal, if approved by the City Council, would dedicate two deputies to the enforcement of violations and responding to complaints of fireworks discharge leading up to and beyond the 4th of July holiday. The city will continue to educate the community through our regular public outreach mediums about the safety hazards and fines for violating the city's regulations regarding firework use and instead encourage residents to enjoy the professional fireworks display planned for the upcoming Founders Day celebration.

OPTIONS

1. Authorize the City Manager to proceed with LASD's proposal.
2. Provide staff further direction.

FISCAL IMPACT

The costs of the 2024 enforcement program as currently proposed by the LASD are based on hourly rates for LASD personnel rather than the total annual cost for a full-time deputy. Total costs for the program are anticipated not to exceed \$29,322.72. Citation fines recovered by the city could offset some of the operation's cost, but based on previous years, are insufficient to fully recover costs. The remaining costs over and above revenues will continue to be paid from the General Fund.

ATTACHMENTS

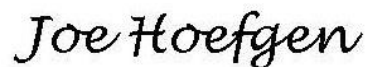
1. LASD's 2024 Firework Suppression Proposal
2. Resolution 2021-14

Reviewed by:



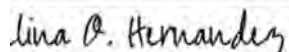
Gary Y. Sugano
Assistant City Manager

Approved by:



Joe Hoefgen
Interim City Manager

Prepared by:



Lina Hernandez
Senior Management Analyst

City of Lomita

Firework Suppression 2024

June 16-July 6, 2024

COST ESTIMATE

Deputy Sheriff rate per hour is \$116.36
6 Hour Shift x \$116.36 = \$698.16
2 Deputies/6 Hours = \$1396.32
2 Deputies/6 Hours/Week = \$9,774.24
2 Deputies/6 Hours/June 16-July 6, 2024 = **\$29,322.72**

This is only an estimate of expenses, based on an average of Deputies salaries. The actual cost may vary, based on the rank of the Deputies working these events. Above is the higher rate being used for this document and preplanning. Sergeant Tina McCoy may be contacted at (310) 891-3227.

Attachment 2

RESOLUTION NO. 2021-14**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING THE CITY'S FINE SCHEDULE FOR ADMINISTRATIVE CITATIONS TO INCREASE THE FINE AMOUNT FOR VIOLATIONS OF SECTIONS 4-16.01 AND 4-16.02 OF THE LOMITA MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA RESOLVES, DECLARES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. Findings.

1. The City Council of the City of Lomita adopted Resolution No. 2014-26 which included a Fine Schedule for Administrative Citations pursuant to Lomita Municipal Code Title 1, Chapter 5.

2. Chapter 4-16 of the City Municipal Code, among other things, prohibits any person from manufacturing, selling, storing, displaying discharging, exploding, firing off or setting off any firework within the City. Violations of this chapter are, among other penalty provisions, subject to administrative citations in the amounts articulated in the City's Fine Scheduled for Administrative Citations.

3. In recent years the City has seen an increase in the use of illegal fireworks in the City leading up to and including July 4th. The increase in recent years has been particularly pronounced and the City's current administrative fine amount has failed to curtail the use of fireworks in the City.

4. Fireworks activity is particularly dangerous both due to the potential danger of physical harm to individuals, as well as the fire danger posed and nuisance impacts. Due to the nature of this activity and its concentration in time, more significant fines are needed to deter this dangerous activity.

SECTION 2. The City's Fine Schedule for Administrative Citations is hereby amended to increase the fine amounts for violations of Sections 4-16.01 and 4-16.02 of the Lomita Municipal Code as stated in the attached **Exhibit "A"** to this Resolution.

SECTION 3. This Resolution and the amended Fine Schedule for Administrative Citations is effective immediately upon adoption.

SECTION 4. To the extent any provision of this Resolution is incompatible with or at variance with any prior adopted resolution, the provisions of this Resolution take precedence, and all previous resolution will be interpreted to harmonize with and not the provisions of this Resolution.

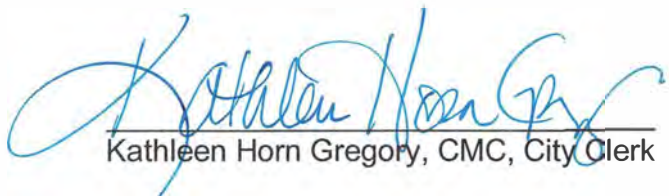
SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 1st day of June 2021.



Mark A. Waronek, Mayor

ATTEST:



Kathleen Horn Gregory, CMC, City Clerk



APPROVED AS TO FORM:



Trevor Rusin, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF LOMITA)

I, **Kathleen Horn Gregory**, City Clerk of the City of Lomita, California, do hereby certify that the foregoing Resolution No. 2021-14 was duly passed, approved, and adopted by the City Council of the City of Lomita at its regular meeting held on June 1, 2021, by the following vote, to wit:


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

NOES: None

ABSENT: None

RECUSE: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Lomita, California this 1st day of June 2021.



Kathleen Horn Gregory, CMC, City Clerk
City of Lomita, California

EXHIBIT A

FINE SCHEDULE FOR ADMINISTRATIVE CITATIONS ORDINANCE

Except as otherwise provided herein, violations of the Lomita Municipal Code are subject to an administrative fine in the following amounts:

1. A fine not exceeding one hundred dollars (\$100.00) for the first violation.
2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same provision within one year.
3. A fine not exceeding five hundred dollars (\$500.00) for each additional violation of the same provision within one year of the first violation.

Violations of Lomita Municipal Code, Sections 4-16.01 and 4-16.02 are subject to an administrative fine in the following amount:

1. A fine not exceeding one thousand dollars (\$1,000.00) for any violation.

Pursuant to Government Code section 53069.4, violations of any of the provisions of Title X of the Lomita Municipal Code are subject to an administrative fine in the following amounts:

1. A fine not exceeding one hundred dollars (\$100.00) for the first violation.
2. A fine not exceeding five hundred dollars (\$500.00) for a second violation of the same provision within one year.
3. A fine not exceeding one thousand dollars (\$1000.00) for each additional violation of the same provision within one year of the first violation.