

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



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

Next Resolution No. 2024-28
Next Ordinance No. 863

AGENDA
ADJOURNED REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, AUGUST 6, 2024
5:00 PM

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 – Mayor Uphoff
- d. Roll Call

2. APPROVAL OF AGENDA**3. PRESENTATIONS**

None scheduled.

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 Councilmember or staff.

RECOMMENDED ACTION: That Consent Agenda Items 7a-7k 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 April 16, 2024, May 7, 2024, May 21, 2024, and Special Meeting of May 7, 2024

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Adopt a Resolution Approving and Authorizing the City Manager to Execute the Los Angeles Region Safe, Clean Water Program, Municipal Transfer Agreement with the Los Angeles County Flood Control District

RECOMMENDED ACTION: Adopt Resolution No. 2024-28, approving and authorizing the City Manager to execute the Los Angeles Region Safe, Clean Water Program, Municipal Transfer Agreement with the Los Angeles County Flood Control District.

RESOLUTION NO. 2024-28 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOS ANGELES REGION SAFE, CLEAN WATER PROGRAM, MUNICIPAL TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

- e. Agreement with Southern California Edison (SCE) for the conversion of SCE-owned streetlights to energy efficiency light emitting diode (LED) fixtures

RECOMMENDED ACTION: Approve LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement with Southern California Edison; and Authorize the City Manager to execute the agreement.

- f. Second Amendment to Agreement with Hazen and Sawyer for Engineering Services related to the upgrades at the Cypress Water Production Facility

RECOMMENDED ACTION: Approve the Second Amendment to Agreement 2020-18 with Hazen and Sawyer for services related to upgrades at the Cypress Water Production Facility adding \$244,310, plus a 10% contingency for unexpected costs in the amount of \$24,431, for a total not to exceed \$268,741, bringing the total contract amount to \$502,054 inclusive of previously approved funding; and authorize the City Manager to execute the agreement.

- g. Professional Services Agreement with LAE Associates, Inc. for the Street Reconstruction, Zone G – Phase 1 Project

RECOMMENDED ACTION: Award a Professional Services Agreement to LAE Associates, Inc for construction inspection and testing services for the Street Reconstruction, Zone G – Phase 1 Project in the amount of \$136,630 plus a 15% contingency amount of \$20,495; and Authorize the City Manager to execute the agreement.

- h. Authorize a Change Order to Perform Design Analysis and Waive the Bidding Process for Construction for Emergency Repair of a Segment of Lomita Boulevard

RECOMMENDED ACTION: Authorize a change order to perform design analysis and waive the bidding process for emergency repair of a segment of Lomita Boulevard for an amount not to exceed \$200,000 and appropriate the funds in Prop C Fund 220.

- i. Request to Waive the Bidding Process and Authorize Stephen Doreck Equipment Rentals to Complete Emergency Work at Alta Vista Ave.

RECOMMENDED ACTION: Waive the bidding process and authorize Stephen Doreck

Equipment Rentals to replace the water pipe at Alta Vista Ave. for an amount not to exceed \$150,000 and appropriate Funds in the amount of \$150,000 from the Water Capital Fund.

- j. Award a Public Works Agreement to Rojas Construction for the Sidewalk Repair Program Project

RECOMMENDED ACTION: Award a Public Works agreement to Rojas Construction for the Sidewalk Repair Program Project; approve in the amount of \$128,870, with a 15% contingency for unforeseen conditions in the amount of \$19,330, for a total contract amount not to exceed \$148,200; and authorize the City Manager to execute the agreement.

- k. Agreement with Gallagher Benefit Services Inc. (formerly known as Koff & Associates) to Provide Executive Recruitment Services for Public Works Director and Community and Economic Development Director

RECOMMENDED ACTION: Authorize the City Manager to enter into an agreement with Gallagher Benefit Services Inc. to provide Executive Recruitment Services in an amount not to exceed \$48,000.

- l. Agreement with Joe A. Gonsalves and Son to Provide Legislative Advocacy Services

RECOMMENDED ACTION: Approve a Second Amendment with Joe A. Gonsalves and Son to provide Legislative Advocacy Services on behalf of the City in an amount not to exceed \$36,000 per year.

8. SCHEDULED ITEMS

None scheduled.

9. PUBLIC HEARINGS

None scheduled.

RECESS TO CLOSED SESSION - COMMISSION CONFERENCE ROOM

10. CLOSED SESSION ITEMS

a CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) (one case): Letter from Denise Fellers regarding BKK Landfill

RECONVENE OPEN SESSION AND CLOSED SESSION ANNOUNCEMENT

11. ADJOURNMENT

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection via the City's website and copies are available for public inspection

beginning the next regular business day in the City Clerk's Office, 24300 Narbonne Avenue, Lomita.

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

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours prior to the meeting at the following locations: Lomita City Hall, Lomita Park, and uploaded to the City of Lomita website http://www.lomita.com/cityhall/city_agendas/.

Date Posted: August 1, 2024



Kathleen Horn Gregory, MMC, City Clerk

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 16, 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, April 16, 2024, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Councilmember Waite led the salute to the flag.

c. Invocation

Mayor Uphoff gave the invocation.

d. Roll Call

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

ABSENT: None

STAFF PRESENT: Interim City Manager Hoefgen, City Attorney Rusin, Administrative Services Director Kamada, Public Works Director Dillon, Parks and Recreation Director Kelley, Senior Management Analyst Hernandez, and City Clerk Gregory

2. APPROVAL OF AGENDA

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

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

3. PRESENTATIONS

The Council recognized the 2024 Lomita Park Youth Sports Basketball Champions. Each participant and coach in attendance was presented with a certificate.

4. ORAL COMMUNICATIONS

Mayor Uphoff announced the time for oral communications.

George Kivett, Lomita resident, made comments relative to the City of Lomita being the friendly City, stated that he met the incoming city manager and thinks that Council made a good choice; mentioned the CERT Program, and encouraged residents and local businesses to become donors to the Lomita Library.

Terry Winn, Lomita Parks and Recreation Commissioner, spoke regarding the poor condition of parts of Walnut Street.

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

Councilmember Gazeley reported on the following:

- April 4 – Southern California Association of Governments (SCAG) Regional Council Meeting

Councilmember Segawa reported on the following:

- Recent Certificate Presentation to Lomita Feed for Installing the First Mural in Lomita
- Recent Tour of the Site of the Fire on Palos Verdes Drive North
- April 9 – 60th Anniversary/Founders Day Committee Meeting

Councilmember Waite reported on the following:

- April 8-9 – Geodesign Summit

Mayor Pro Tem Waronek reported on the following:

- Recent California Contract Cities Association (CCCA) Executive Board Meeting
- Recent SCAG Housing and Community Development Meeting
- Recent Visit to Sacramento with Leadership Torrance
- April 17 – CCCA Board of Directors Meeting
- Announced April 19 Senior Scam Stopper Event at South Coast Botanic Garden
- Thanked the Red Cross for assistance to those impacted by the recent fire
- Announced the Lomita Railroad Museum Tea with Friends on April 28
- Announced the Golden Apple Awards on May 3

Mayor Uphoff reported on the following:

- Expressed appreciation to the Red Cross and other agencies that helped those impacted by the recent fire
- April 8 – South Bay Cities Council of Governments (SBCCOG) Transportation Committee Meeting
- April 8 – SBCCOG Steering Committee Meeting
- April 10 – League of California Cities Mayors and Councilmembers Roundtable
- April 11 – SBCCOG Legislative Briefing

6. CITY MANAGER'S REPORT (information only)

Interim City Manager Hoefgen expressed condolences to the family and co-workers of Deputy Daniel Okamoto and stated that he was a valued member of our team and he would be greatly missed. He gave a brief update on the Vista Verde fire. Of the twenty-five residential units, eighteen were a complete loss. Seven units were inspected, by LA County Building and Safety, are in process of more inspections in consideration for residents to return, and staff would be on standby for any additional needs.

The Council expressed appreciation for Interim City Manager Hoefgen's leadership and wished him well on his future endeavors, as tonight is his last Council meeting.

7. CONSENT AGENDA

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

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

MOTION CARRIED by the following vote:

AYES: Councilmembers 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. Proclamation Recognizing April 26, 2024, as Arbor Day

RECOMMENDED ACTION: Adopt Proclamation.

- c. Warrant & Payroll Register

RECOMMENDED ACTION: Receive and file.

- d. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the monthly report for the Administrative Services Department.

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

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

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

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

- g. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the monthly report for the Recreation and Facilities Division.

- h. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the monthly report for the Public Works Department.

- i. March 2024 Treasury and Investment Report

RECOMMENDED ACTION: Receive and file the Treasury and Investment Report.

- j. Fiscal Year (FY) 2023/24 Quarterly Financial Report

RECOMMENDED ACTION: Receive and file the Fiscal Year (FY) 2022/23 Quarterly Financial Report Second Quarter Ending March 31, 2024. Receive and file the Fiscal Year (FY) 2022/23 Quarterly Financial Report Second Quarter Ending March 31, 2024.

- k. CEQA Categorical Exemption for the Narbonne South Water Main Replacement and Street Reconstruction Project

RECOMMENDED ACTION: Find the Narbonne South Water Main Replacement and Street Reconstruction project categorically exempt from the California Environmental Quality Act (CEQA).

- l. Professional Services Agreement to LAE Associates, Inc. for the 247th Street Area Water Main Replacement Project

RECOMMENDED ACTION: Award a Professional Services Agreement to LAE Associates, Inc. for construction management, construction inspection, construction administration and testing services for the 247th Street Area Water Main Replacement Project in the amount of \$355,064 plus a 15% contingency amount of \$53,260; and Authorize the City Manager and City Clerk to execute the agreement.

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION OF A RESOLUTION OF INTENT TO LEVY ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2024-2025**

RECOMMENDED ACTION: Adopt Resolution 2024-09 and set the public hearing date for June 4, 2024.

Director Dillon presented the staff report per the agenda material. The estimated expense is just under \$24,000 which covers water irrigation costs, electricity and maintenance. The total amount assessed is \$11,737.93 and staff recommends maintaining the existing assessment of \$55.63 per parcel. While that amount does not cover the full cost there is benefit to both the Rolling Ranchos tract and the city as a whole by providing green space. Planned improvements to the district were outlined.

As there were no questions for staff and no requests from the public to speak on this item, Mayor Uphoff invited Council discussion or a motion.

Councilmember Segawa made a motion, seconded by Councilmember Gazeley, to approve the recommended action.

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

Adopted the following titled resolution:

RESOLUTION NO. 2024-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE CITY OF LOMITA'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2024-25 AND DECLARING THE INTENT OF THE CITY COUNCIL TO LEVY AND COLLECT ASSESSMENTS WITHIN THE LOMITA LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR THE FISCAL YEAR COMMENCING JULY 1, 2024, AND ENDING JUNE 30, 2025, AND SETTING A PUBLIC HEARING DATE OF JUNE 4, 2024

b. 2024-29 PAVEMENT MANAGEMENT SYSTEM UPDATE

Director Dillon presented the staff report per the agenda material. A study and report are required every four years to retain the City's eligibility for Prop C funding. One outcome of the study is a PCI (pavement condition index) which rates each street and the City as a whole on a scale of 0-100. A PCI comparison between 2011 to 2024 was shared, which showed significant improvement over that time. This year the consultant included alleys which were previously not included. The City received an overall rating of 74.8, a 2.3% increase since 2021. 75% of the pavement in Lomita is rated as good or better. Upcoming street maintenance projects were highlighted.

After brief Council discussion relative to the status of various street improvements, Mayor Uphoff invited members of the public to speak on this item.

George Kivett, Lomita resident, stated that Walnut Street near Lomita Park to the Torrance border needs significant work. He also remarked on the L.A. County Yard on Walnut Street, which has a higher driveway curb which makes it difficult for any wheeled device to pass there; those using wheelchairs or strollers must enter the street for a long distance which is very unsafe.

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

Councilmember Gazeley made a motion, seconded by Councilmember Segawa, to receive and file the update.

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

c. DISCUSSION AND CONSIDERATION OF MODIFYING SOLID WASTE COLLECTION AND STREET SWEEPING SCHEDULES

RECOMMENDED ACTION: 1) Adopt Resolution 2024-10; 2) Approve street sweeping schedules; 3) Approve modified solid waste collection days; and 4) Authorize staff to begin implementing changes.

Director Dillon presented the staff report per the agenda material. Street sweeping schedules were initially reviewed to eliminate conflict with trash pickup schedules. In July 2022 streets were assigned priority based upon the amount of debris, in the form of a Council resolution. The proposed schedule would include trash pickup five days per week, making it easier to return to a missed location. The modified resolution includes two streets and an alley that had not been included as part of the previous schedule. Other modifications were outlined, as well as next steps, including new signage and community outreach.

Council discussion took place relative to date and time changes, and ticketing cars once the sweeper has passed.

As there was no further Council discussion, Mayor Uphoff invited public comment.

George Kivett stated that Athens Services does a great job overall, supported an end to ticketing once the sweeper has passed, and commented on the amount of trash that collects near Lomita Park and to the northern city border.

Wade Kyle, Lomita resident, stated that drivers sometimes block his driveway and asked what could be done.

Interim City Manager Hoefgen stated that typically a car blocking a driveway can be cited but towing can be problematic. He suggested contacting City parking enforcement when this occurs, but if it happens after regular business hours, then contact Lomita Sheriff Station.

Council discussion took place relative to the proposed two-month grace period for ticketing after implementation of the new schedules, and which streets will now have Friday trash pickup.

John Bierly, Executive Vice President, Athens Services, stated that they did not want any overlap on trash pickup and street sweeping so they had to create a five-day schedule. Now bulky item pickup can be done five days per week (versus 3 currently) and trucks will not be operating as late each day which is better for overall traffic flow.

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

Councilmember Gazeley made a motion, seconded by Councilmember Segawa, to approve the recommended action and to no longer ticket for street sweeping after the truck has passed by.

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

Adopted the following titled resolution:

RESOLUTION NO. 2024-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING RESOLUTION NO. 2022-28 (A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ESTABLISHING PRIORITY A, B, AND C FOR STREET SWEEPING) TO UPDATE PRIORITY A, B, AND C FOR STREET SWEEPING.)

9. PUBLIC HEARINGS

None scheduled.

10. ADJOURNMENT

Lt. Mike White from Lomita Station spoke about CORE Deputy Daniel Okamoto's recent passing and stated that he was a good deputy with a great attitude. There being no further business to discuss, Mayor Uphoff adjourned the meeting, in memory of Deputy Daniel Okamoto, at 7:19 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 7, 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, May 7, 2024, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Mayor Pro Tem Waronek led the salute to the flag.

c. Invocation

Councilmember Segawa gave the invocation.

d. Roll Call

PRESENT: Councilmembers Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

ABSENT: Councilmember Gazeley

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

2. APPROVAL OF AGENDA

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

MOTION CARRIED by the following vote:

AYES: Councilmembers Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

NOES: None

ABSENT: Councilmember Gazeley

3. PRESENTATIONS

The Council presented newly appointed City Manager Vialpando with a Team Lomita jersey to welcome him to the City.

Mayor Uphoff thanked the sponsors of the April 25 “Follow Me, I’m Gang and Drug Free” Walk.

Certificates of recognition and prizes were presented to the winners of the “Follow Me, I’m Gang and Drug Free” Walk poster contest.

Certificates of recognition were presented to the City’s “Common Canvas” mural contest winners, whose collaboration was unveiled at the “Follow Me, I’m Gang and Drug Free” Walk.

The Sunstone Management Economic Development Challenge Team, comprised of second year Price Master students at USC, in partnership with the City’s Community and Economic Development Department, gave a presentation on how to attract more businesses to Lomita. They shared the executive summary, background, and evaluation criteria. Proposed solutions include:

- Encouraging development through place-based incentive programs and rezoning
- Enhancing marketing and communications strategies
- Exploring low-cost, high-benefit opportunities and relationships with public and private partners through the Lomita Chamber of Commerce

4. ORAL COMMUNICATIONS

Mayor Uphoff announced the time for oral communications.

George Kivett, Lomita resident, commented that he liked the Sunstone presentation. He encouraged residents to shop local, and he stated that teachers make a big impact on students’ lives.

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

Councilmember Segawa reported on the following:

- Recent Lomita-Harbor City Kiwanis Club Meeting with L.A. County Fire Department
- April 24 – Lomita Station BBQ Fundraiser Honoring Deputy Daniel Okamoto
- April 24 – St. Margaret Mary’s Fifth Graders Tour of City Hall
- April 24 – Lomita Chamber of Commerce Mixer at BBQ Element
- April 25 – “Follow Me, I’m Gang and Drug Free” Walk
- April 28 – Lomita Railroad Museum Foundation Tea with Friends
- April 30 – 60th Anniversary/Founders Day Committee Meeting
- May 3 – Funeral Service for Lomita Station Deputy Daniel Okamoto
- May 3 – Golden Apple Awards
- May 4 – Sound the Alarm/American Red Cross Free Smoke Detector Installation
- May 5 – Lomita Chamber of Commerce Health Fair

Lomita City Council Regular Meeting Minutes
May 7, 2024

- May 6 – 60th Anniversary/Founders Day Committee Meeting
- May 7 – 60th Anniversary/Founders Day Committee Meeting

Councilmember Waite reported on the following:

- April 17-19 – Cal Cities City Leaders Summit
- April 25 – South Bay Cities Council of Governments (SBCCOG) Economic Development Meeting
- April 25 – SBCCOG Board Meeting
- April 28 – Lomita Railroad Museum Foundation Tea with Friends
- April 30 – Toyota Mobility Program at Cal State Dominguez Hills
- May 7 – South Bay Association of Chambers of Commerce Meeting

Mayor Pro Tem Waronek reported on the following:

- April 17 – California Contract Cities Association Board of Directors Meeting
- April 19 – Senior Scam Stopper Event
- Recent Lomita-Harbor City Kiwanis Club Meeting with L.A. County Fire Department
- April 24 – Lomita Station BBQ Fundraiser Honoring Deputy Daniel Okamoto
- April 24 – Lomita Chamber of Commerce Mixer at BBQ Element
- Recent California Joint Powers Insurance Authority Executive Committee Strategic Planning Session
- April 28 – Lomita Railroad Museum Foundation Tea with Friends
- May 2-3 – Southern California Association of Governments Regional Conference General Assembly
- May 3 – Golden Apple Awards
- May 3 – Funeral Service for Lomita Station Deputy Daniel Okamoto
- May 5 – Lomita Chamber of Commerce Health Fair

Mayor Uphoff reported on the following:

- April 25 – “Follow Me, I’m Gang and Drug Free” Walk
- April 28 – Lomita Railroad Museum Tea with Friends

6. CITY MANAGER’S REPORT (information only)

City Manager Vialpando introduced Montserrat “Montse” Gastelum, the City’s new Administrative Analyst, who will start work on April 22.

He remarked upon attending Deputy Okamoto’s funeral service and extended condolences to his colleagues at Lomita Station. He thanked City staff and the Council for the warm welcome in his first week.

7. CONSENT AGENDA

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

Mayor Pro Tem Waronek made a motion, seconded by Councilmember Segawa, to approve the consent agenda items a-c and e-f, with item d pulled for separate discussion by Councilmember Segawa.

MOTION CARRIED by the following vote:

AYES: Councilmembers Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

NOES: None

ABSENT: Councilmember Gazeley

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

RECOMMENDED ACTION: Approve motion.

- b. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- c. Applicant Agents Resolution California Office of Emergency Services (Cal OES) Form 130 – Designation of Authorized Agents

RECOMMENDED ACTION: Authorize staff to execute the State of California Governor's office of Emergency Services (Cal OES) Designation of Subrecipient's Agent Resolution Form 130 appointing and authorizing the City Manager, Assistant City Manager, and Administrative Services Director as authorized agents of the City of Lomita to file and engage with the Federal Emergency Management Agency (FEMA) and the State of California Governor's Office of Emergency Services (Cal OES) for grants and reimbursements related to disaster mitigation and assistance efforts.

- e. Resolution Approving and Authorizing Participation in the Permanent Local Housing Allocation (PLHA) Grant Program for Year 4

RECOMMENDED ACTION: Adopt resolution approving and authorizing participation in the Los Angeles County Permanent Local Housing Allocation (PLHA) Program once it becomes available for the PLHA Program Year 4.

RESOLUTION NO. 2024-11- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM BY AUTHORIZING THE MAYOR, OR HIS/HER DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA) ACTING ON BEHALF OF THE COUNTY

- f. Master Agreement with Caltrans for State Funds for the Narbonne South Street Reconstruction Project

RECOMMENDED ACTION: Adopt resolution assigning City Manager as the authorized representative to sign on behalf of the City of Lomita and authorize the City Manager to execute the Master Agreement with Caltrans.

RESOLUTION NO. 2024-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ADOPTING AN AUTHORIZED REPRESENTATIVE AND EXECUTING AGREEMENT WITH CALTRANS DIVISION OF LOCAL ASSISTANCE, PROJECT IMPLEMENTATION SUPPORT BRANCH

ITEM PULLED FOR SEPARATE CONSIDERATION

- d. Animal Control Services Contract Renewal with the County of Los Angeles Animal Care and Control

RECOMMENDED ACTION: Authorize the City Manager to execute the renewal contract for animal control services with the County of Los Angeles Animal Care and Control effective when signed by all parties through June 30, 2029, unless sooner terminated or extended.

Councilmember Segawa expressed concerns relative to the length of time it takes for dead animal pickup.

Assistant City Manager Sugano stated that he would follow up with Animal Control about the delay in services and report back.

Councilmember Segawa also asked for a report showing the number of dead animals picked up in Lomita.

As there was no further discussion, Mayor Uphoff invited a motion.

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

MOTION CARRIED by the following vote:

AYES: Councilmembers Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff
NOES: None
ABSENT: Councilmember Gazeley

8. SCHEDULED ITEMS

- a. **DISCUSSION AND CONSIDERATION OF A PUBLIC WORKS AGREEMENT WITH STEPHEN DORECK EQUIPMENT RENTALS FOR THE 247TH STREET AREA WATER MAIN REPLACEMENT PROJECT**

RECOMMENDED ACTION: Approve total project budget of \$1,494,888.00 including 20% contingency; award a Public Works Agreement to Stephen Doreck Equipment Rentals for the 247th Street Area Water Main Replacement Project; and authorize the City Manager to execute the agreement.

Director Dillon presented the staff report per the agenda material. The project area includes 246th and 247th Streets, 247th Place, and 248th Street, and will extend the older, dead-end pipes out to Western Avenue; both water pressure and quality will improve as a result. The City acquired a CalOES grant in the amount of \$1.125 million toward the project. Construction is set to begin in June 2024 and is expected to last about eight and one half months.

As the Council had no questions for staff and there were no requests from the public to speak on this item, Mayor Uphoff invited a motion.

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

MOTION CARRIED by the following vote:

AYES: Councilmembers Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

NOES: None

ABSENT: Councilmember Gazeley

9. PUBLIC HEARINGS

- a. **DISCUSSION AND CONSIDERATION OF GENERAL PLAN AMENDMENT 2024-01, ZONING MAP AMENDMENT NO. 2024-01, AND ZONING TEXT AMENDMENT NO. 2024-03, FOR 24925-25007 WALNUT STREET (APNs: 7375-015-901, 7375-015-902, 7375-015-903, and 7375-015-904)**

RECOMMENDED ACTION: Continue the hearing to the May 21, 2024, City Council meeting.

There were no questions from the Council nor persons wishing to speak on the item; therefore, Mayor Uphoff continued the public hearing, to the Tuesday, May 21, 2024, meeting per the consensus of the Council.

10. ADJOURNMENT

There being no further business to discuss, Mayor Uphoff adjourned the meeting at 7:02 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

**MINUTES OF THE
LOMITA CITY COUNCIL
SPECIAL MEETING
TUESDAY, MAY 7, 2024**

1. OPENING CEREMONIES

a. Call Meeting to Order

The special meeting of the Lomita City Council was called to order by Mayor Uphoff at 4:00 p.m. on Thursday, March 7, 2024, in the Upstairs Assembly Room at City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Roll Call

PRESENT: Councilmembers: Gazeley (attended via Zoom arrived after roll call) Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

ABSENT: None

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

2. ORAL COMMUNICATIONS

There were no requests to speak during oral communications.

3. SCHEDULED ITEMS

a. **DISCUSSION AND CONSIDERATION OF THE DRAFT FISCAL YEAR 2024-2026 BIENNIAL BUDGET**

RECOMMENDED ACTION: Review the Draft Fiscal Year 2024-2026 Biennial Budget and direct staff to prepare the final draft budget for review and approval on June 18, 2024.

City Manager Vialpando gave a brief overview of the budget review process. He stated that the budget workshop marks the beginning of the 30-day review period before the presentation for the adoption of the final 2024-2026 budget which is scheduled for presentation on June 18, 2024. He stated that the draft budget was reviewed by the finance committee and made available on the City's website and in the City Clerk's office for review.

There was a review the of goals set by the Council in 2021 and each director presented their accomplishments relative to the goals set and the upcoming projects and goals for the upcoming fiscal years. Administrative Services Director Kamada presented the

proposed Fiscal Year 2024-2026 Biennial Budget, which included review of the notable projects. There was a brief discussion related to Capital projects, City programs, and one time funding items that were added to the budget.

As there were no suggested changes to the budget, it was the consensus of the Council to approve the recommended action.

There was a brief discussion of the training budget for staff. Council commented on training opportunities for Planning Commissioners and there was a consensus of the Council to direct staff to research the costs of conferences for Planning Commissioners to attend.

4. ADJOURNMENT

There being no further business to discuss, Mayor Uphoff adjourned the meeting at 4:50 p.m.

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 21, 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 6:05 p.m. on Tuesday, May 21, 2024, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Councilmember Segawa led the salute to the flag.

c. Invocation

Mayor Uphoff gave the invocation.

d. Roll Call

PRESENT: Councilmembers: Gazeley (*via teleconference from 25225 Doria Avenue, Lomita, CA 90717*), Segawa, Waite, and Mayor Uphoff

ABSENT: Mayor Pro Tem Waronek

STAFF PRESENT: City Manager Vialpando, City Attorney Rusin, Assistant City Manager Sugano, Public Works Director Dillon (*via Zoom*), Administrative Services Director Kamada, Associate Planner MacMorran, Parks and Recreation Director Kelley, Administrative Analyst Gastelum, Senior Management Analyst Hernandez, and City Clerk Gregory

e. Closed Session Report

City Attorney Rusin stated that the Council met in open session at 5:30 p.m. and recessed to closed session at 5:31 p.m. to discuss the following item:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) (one case): Letter from Denise Fellers regarding BKK Landfill

All Councilmembers except for Mayor Pro Tem Waronek were present (*Councilmember Gazeley participated via teleconference from 25224 Doria Avenue, Lomita, CA 90717*), and there was no reportable action.

2. APPROVAL OF AGENDA

Councilmember Segawa made a motion, seconded by Councilmember Gazeley, to approve the agenda.

MOTION CARRIED by the following vote:

AYES: Councilmembers: Gazeley, Segawa, Waite, and Mayor Uphoff

NOES: None

ABSENT: Mayor Pro Tem Waronek

3. PRESENTATIONS

Wells Fargo Bank representatives presented the City with a smaller, framed replica of a mural depicting the early days of Lomita that had been on display at the branch in the City until its recent closure. Mayor Uphoff's wife Karen and Senior Management Analyst Hernandez were instrumental in securing this piece of Lomita history.

The Council presented certificates of recognition to retiring local LAUSD teachers and school staff.

4. ORAL COMMUNICATIONS

Mayor Uphoff announced the time for oral communications.

Andy Bangash, Lomita resident and Board Director for the Licensed Adult Residential Care Association (LARCA), spoke of difficulties he has endured with a proposed project in the City.

City Manager Vialpando stated that he would set up a meeting with Mr. Bangash to discuss the matter.

George Kivett, Lomita resident, thanked Councilmember Segawa and Mayor Uphoff for attending the South Bay Association of Realtors Mayors Breakfast on May 14. He added that City staff gave a presentation on what makes Lomita "the friendly city."

Lucas Simmons, Lomita resident, expressed support for the school loading zone study and the Metro C Line extension into Torrance.

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

Councilmember Gazeley had nothing to report.

Councilmember Segawa reported on the following:

- May 8 – Arbor Day Tree Planting Event
- May 14 – South Bay Association of Realtors Mayors Breakfast

Lomita City Council Regular Meeting Minutes
May 21, 2024

- Recent Little League Meeting
- May 16 – American Red Cross Hometown Heroes Event
- May 20 – 60th Anniversary/Founders Day Committee Meeting

Councilmember Waite reported on the following:

- May 13-14 – South Bay Association of Chambers of Commerce Sacramento Trip
- May 16 – American Red Cross Hometown Heroes Event
- May 16-19 – California Contract Cities Association (CCCA) Annual Municipal Seminar

Mayor Uphoff reported on the following:

- May 8 – Arbor Day Tree Planting Event
- Recent South Bay Cities Council of Governments (SBCCOG) Transportation Committee Meeting
- Recent SBCCOG Steering Committee Meeting
- May 13 – Get Together Salon Grand Opening/Ribbon Cutting
- May 16-19 – CCCA Annual Municipal Seminar

6. CITY MANAGER'S REPORT (information only)

City Manager Vialpando announced the City's Memorial Day celebration will take place on Monday, May 27 at 10 a.m. at Veterans Park.

7. CONSENT AGENDA

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

Councilmember Segawa made a motion, seconded by Councilmember Waite, to approve the consent agenda items 7a-i and 7k-n, with item 7j pulled for separate discussion by Councilmember Segawa.

MOTION CARRIED by the following vote:

AYES: Councilmembers: Gazeley, Segawa, Waite, and Mayor Uphoff

NOES: None

ABSENT: Mayor Pro Tem Waronek

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meeting of March 19, 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 Department

RECOMMENDED ACTION: Receive and file the report.

- h. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- i. April 2024 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- k. Authorize Release of Bid Package and Approve CEQA Exemption for the Sidewalk Repair Program Project

RECOMMENDED ACTION: Authorize staff to release the bid package for the Sidewalk Repair Program Project, and find the project categorically exempt from CEQA.

- l. Zone G Street Reconstruction Project: Authorize Release of Bid Package for Phase 1 and Approve CEQA Exemption for All Phases

RECOMMENDED ACTION: Authorize staff to release the bid package for the Zone G Street Reconstruction (Phase 1) and find all phases of this project categorically exempt from CEQA (Phase 1 to 4).

- m. Amendment No. 1 to Agreement with Tripepi Smith to Conduct Public Outreach Regarding SB 1383 Organics Recycling

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 1 to an Agreement with Tripepi Smith to conduct public outreach regarding SB 1383 organics recycling.

- n. Contract with Fun Services So-Cal for Founders Day 2024

RECOMMENDED ACTION: Authorize the City Manager to approve a contract with Fun Services So-Cal.

ITEM PULLED FOR SEPARATE CONSIDERATION

- j. Professional Services Agreement with TDG Engineering Inc. (Toole Design) for the Citywide School Loading Zone Study

RECOMMENDED ACTION: Approve a Professional Services Agreement with TDG Engineering, Inc., an affiliate of Toole Design Group, LLC (Toole Design) for Consulting Services for the Citywide School Loading Zone Study in the amount of \$260,533 plus an 11.1% contingency amount of \$28,967, for a total contract amount of \$289,500; and authorize the City Manager to execute the Agreement.

The Council asked for clarification on the time frame of the study and the specific areas being looked at.

Director Dillon stated that the study is one year in duration and kicks off immediately upon approval. The study area includes four schools in the City, and it will evaluate existing conditions and recommend changes relative to striping and signage, as well as ways to improve safety.

City Manager Vialpando stated that eighty-five percent of the cost of the study is grant funded.

Councilmember Segawa made a motion, seconded by Councilmember Waite, to approve the item.

MOTION CARRIED by the following vote:

AYES: Councilmembers Gazeley, Segawa, Waite, and Mayor Uphoff

NOES: None

ABSENT: Mayor Pro Tem Waronek

8. SCHEDULED ITEMS

- a. **PRESENTATION FROM LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL** (no staff report)

RECOMMENDED ACTION: Receive and file.

Assistant City Manager Sugano stated that tonight's presentation is in response to a recent request from the Council.

Bradley Kim, Contracts, Grants & Analytics Division Manager, Los Angeles County Animal Care and Control, gave a presentation on programs and services provided by the agency. The City recently renewed its contract for five years, commencing on July 1, 2024. He stated that intake is among the highest in the nation for such an agency, and stressed the need for fosters, especially for un-weaned kittens.

There was brief discussion relative to aggressive dogs and the length of time it takes to respond to dead animal pickup requests.

As there were no further questions from the Council, Mayor Uphoff invited public comment.

George Kivett, Lomita resident, stated his appreciation for the senior discount on dog licenses and the Vet at the Park events. He expressed dissatisfaction with the timeliness of responding to dead animal pickup requests and policing of off leash dogs.

It was the consensus of the Council to receive and file the report.

9. PUBLIC HEARINGS

a. DISCUSSION AND CONSIDERATION OF GENERAL PLAN AMENDMENT 2024-01, ZONING MAP AMENDMENT NO. 2024-01, AND ZONING TEXT AMENDMENT NO. 2024-03, FOR LOMITA MANOR - 24925-25007 WALNUT STREET (APNS: 7375-015-901, 7375-015-902, 7375-015-903, AND 7375-015-904)

RECOMMENDED ACTION: Conduct a public hearing, adopt a resolution changing the General Plan's land use designation for Lomita Manor - 24925-25007 Walnut Street and introduce the ordinance on first reading in line with the Planning Commission's recommendation, and find the project exempt from the California Environmental Quality Act (CEQA).

Associate Planner MacMorran presented the staff report per the agenda material. This item is a reconciliation between Lomita Manor's actual uses and its land uses and zoning designation. For this location, a high-density residential use is a more consistent designation for the existing land use. Even though the City owns Lomita Manor, and it serves the public good by providing affordable senior housing, the property's use is a different matter than the ownership. Since Lomita Manor was built, the site has been used exclusively for residential use.

As there were no questions from the Council, Mayor Uphoff opened the public hearing at 7:18 p.m.

George Kivett, Lomita resident, spoke in favor of the item.

As there were no further requests from the public to speak on this item, Mayor Uphoff closed the public hearing at 7:19 p.m. and brought the item back for Council discussion or a motion.

City Attorney Rusin stated that the following language should be added to section 4: "The General Plan land use designation for the property at 24925-25007 Walnut Street is changed from public facility/open space to high-density residential." He then read the title of the ordinance to be introduced.

Councilmember Segawa made a motion, seconded by Councilmember Waite, to approve the recommended action, with the following language to be added to section 4 of the resolution: "The General Plan land use designation for the property at 24925-25007 Walnut Street is changed from public facility/open space to high-density residential."

MOTION CARRIED by the following vote:

AYES: Councilmembers Gazeley, Segawa, Waite, and Mayor Uphoff
NOES: None

ABSENT: Mayor Pro Tem Waronek

Adopted the following titled resolution:

RESOLUTION NO. 2024-13 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA APPROVING GENERAL PLAN AMENDMENT NO. 2024-01 CHANGING 24925-25007 WALNUT STREET'S GENERAL PLAN LAND USE DESIGNATION FROM PUBLIC FACILITIES/OPEN SPACE TO HIGH DENSITY RESIDENTIAL AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Introduced on first reading the following titled ordinance:

ORDINANCE NO. 861 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING: (1) ZONING MAP AMENDMENT 2024-01 TO CHANGE THE ZONING DESIGNATION FROM R-1 SINGLE-FAMILY RESIDENTIAL TO THE LOMITA MANOR SPECIFIC PLAN; (2) ZONING TEXT AMENDMENT 2024-03 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), PART 2 (ESTABLISHMENT OF ZONES) TO CREATE ARTICLE 28 THE "LOMITA MANOR SPECIFIC PLAN" FOR 24925-25007 WALNUT STREET (APNs 7375-015-901, 7375-015-902, 7375-015-903, AND 7375-015-904); AND (3) A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

10. ADJOURNMENT

There being no further business to discuss, Mayor Uphoff adjourned the meeting at 7:21 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: August 6, 2024
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

August 6, 2024 TOTAL WARRANTS ISSUED: \$1,612,218.45

Wires Transfers: 11146-11155
Prepay: 533015
Voided: 533035, 533122
Check Numbers: 533016-533134

Total Pages of Register: 21

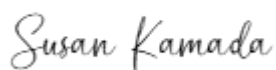
July 16, 2024 TOTAL WARRANTS ISSUED: \$751,591.04

Wires Transfers: 11139-11145
Prepay: N/A
Voided: 532951
Check Numbers: 532924-533014

Total Pages of Register: 16

July 26, 2024 TOTAL PAYROLL ISSUED: \$138,013.33
June 28, 2024 TOTAL PAYROLL ISSUED: \$127,148.91
July 12, 2024 TOTAL PAYROLL ISSUED: \$138,303.92

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 37 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 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7114 - ACE Party Rents					
533016	08/06/2024	ACE Party Rents	0037823	Tables Rental-Deliver	150.00
533016	08/06/2024	ACE Party Rents	0037823	Tables Rental-Damage Waiver	49.35
533016	08/06/2024	ACE Party Rents	0037823	Tables Rental	675.00
533016	08/06/2024	ACE Party Rents	0037823	Tables Rental-Surcharge	21.15
533016	08/06/2024	ACE Party Rents	0037823	Tables Rental-Set-up	30.00
Vendor 7114 - ACE Party Rents				Total:	925.50
Vendor: 7353 - ACE Torrance Industrial Hardware					
533017	08/06/2024	ACE Torrance Industrial Hard...	011753	Invisible Glass Clean 220	7.71
533017	08/06/2024	ACE Torrance Industrial Hard...	011753	Stainless	8.82
533017	08/06/2024	ACE Torrance Industrial Hard...	011753	Stainless	5.86
533017	08/06/2024	ACE Torrance Industrial Hard...	11746	Safety Gloves	14.32
533017	08/06/2024	ACE Torrance Industrial Hard...	11746	Pocket Hose 50" 3/4" D	32.96
533017	08/06/2024	ACE Torrance Industrial Hard...	11747	Sillcock Key 5/16" Stem	4.39
Vendor 7353 - ACE Torrance Industrial Hardware				Total:	74.06
Vendor: 0180 - Administrative Services Co-op, Inc.					
533018	08/06/2024	Administrative Services Co-op,...	240612	DAR June 24	9,868.29
Vendor 0180 - Administrative Services Co-op, Inc. Total:					9,868.29
Vendor: 12699 - AEPC Group, LLC					
533019	08/06/2024	AEPC Group, LLC	071222024-001	Eng. & Const. Services-Emerg...	11,065.00
Vendor 12699 - AEPC Group, LLC Total:					11,065.00
Vendor: 6691 - AES Global, Inc.					
533020	08/06/2024	AES Global, Inc.	AES060725	SCADA Upgrades	1,200.00
Vendor 6691 - AES Global, Inc.				Total:	1,200.00
Vendor: 4015 - AFLAC					
533021	08/06/2024	AFLAC	091277	Employee Life/Accident Benefi..	53.90
533021	08/06/2024	AFLAC	091277	Employee Life/Accident Benefi..	32.63
533021	08/06/2024	AFLAC	091277	Employee Life/Accident Benefi..	22.36
533021	08/06/2024	AFLAC	091277	Employee Life/Accident Benefi..	61.87
533021	08/06/2024	AFLAC	772652	Employee Life/Accident Benefi..	53.90
533021	08/06/2024	AFLAC	772652	Employee Life/Accident Benefi..	32.63
533021	08/06/2024	AFLAC	772652	Employee Life/Accident Benefi..	22.36
533021	08/06/2024	AFLAC	772652	Employee Life/Accident Benefi..	61.87
Vendor 4015 - AFLAC				Total:	341.52
Vendor: 6664 - Alliant Insurance Services					
533022	08/06/2024	Alliant Insurance Services	2745203	Special Event Insurance-Movi...	297.00
533022	08/06/2024	Alliant Insurance Services	2759248	Cornhole Tournament Insuran...	871.00
Vendor 6664 - Alliant Insurance Services				Total:	1,168.00
Vendor: 4060 - Allianz Life Insurance Co.					
533023	08/06/2024	Allianz Life Insurance Co.	July 24	Employee Life Insurance July ...	53.00
Vendor 4060 - Allianz Life Insurance Co.				Total:	53.00
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
533024	08/06/2024	Allied Waste Transfer Services ..	4404-000022715	Dump Fee	481.76
Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS)				Total:	481.76
Vendor: 13084 - Alyssa Mendias					
533025	08/06/2024	Alyssa Mendias	2004568.001	Refund-Picnic Shelter - Reside...	81.25
Vendor 13084 - Alyssa Mendias Total:					81.25
Vendor: 12155 - Amazon Capital Services					
533026	08/06/2024	Amazon Capital Services	11XG-RKKJ-KL1N	11 X 17 Picture Frame	21.94
533026	08/06/2024	Amazon Capital Services	1CJL-KWKV-CT6Y	Desktop Laminate Machine	67.90
533026	08/06/2024	Amazon Capital Services	1CMX-JYQM-NTQ7	Blue Light Blocking Screen Pro...	45.99

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
533026	08/06/2024	Amazon Capital Services	1CMX-JYQM-NTQ7	Anti Glare Screen Protector Fil...	59.54
533026	08/06/2024	Amazon Capital Services	1CMX-JYQM-NTQ7	Aleve Pain Reliever & fever Re...	14.03
533026	08/06/2024	Amazon Capital Services	1CMX-JYQM-NTQ7	Triple Antibiotic Ointment 144...	13.09
533026	08/06/2024	Amazon Capital Services	1CMX-JYQM-NTQ7	Advil Pain Reliever & Fever Re...	11.01
533026	08/06/2024	Amazon Capital Services	1CMX-JYQM-NTQ7	Tylenol Extra Strength Pain Rel..	14.31
533026	08/06/2024	Amazon Capital Services	1DG4-JRNX-4MTN	22 Pcs Olympic Party Decorati...	24.22
533026	08/06/2024	Amazon Capital Services	1DG4-JRNX-4MTN	30 Sheets Printable White Stic...	6.60
533026	08/06/2024	Amazon Capital Services	1DG4-JRNX-4MTN	40 Pcs Head Bandanas Paisley...	25.35
533026	08/06/2024	Amazon Capital Services	1HCG-NPFM-7GHY	ViewSonic High Brightness Pro...	461.56
533026	08/06/2024	Amazon Capital Services	1HCG-NPFM-7GHY	Audio/Stereo Cable	5.29
533026	08/06/2024	Amazon Capital Services	1JXL-3H11-HKFN	15 X 22 Frame Gold Real Woo...	110.12
533026	08/06/2024	Amazon Capital Services	1KTC-CWWQ-M7FQ	60 Pcs Luau Photo Booth Prop...	12.11
533026	08/06/2024	Amazon Capital Services	1MHG-NGPF-4TH3	Badge Holder	14.32
533026	08/06/2024	Amazon Capital Services	1XT9-NF31-113J	11 X 17 Picture Frame	25.90
533026	08/06/2024	Amazon Capital Services	1XT9-NF31-113J	18 X 24 Frames Set of 2	54.56
533026	08/06/2024	Amazon Capital Services	1YC7-1HJ6-LCKK	Party Decorations Tablecloths	10.46
533026	08/06/2024	Amazon Capital Services	1YC7-1HJ6-LCKK	48 Pcs Cutouts Party Decorati...	11.01
533026	08/06/2024	Amazon Capital Services	1YC7-1HJ6-LCKK	50 Pcs Necklace	15.42
Vendor 12155 - Amazon Capital Services Total:					1,024.73

Vendor: 7408 - American Fidelity

11148	07/20/2024	American Fidelity	D740885	Employee Life/Accident Insur...	752.26
11148	07/20/2024	American Fidelity	D740885	Employee Life/Accident Insur...	40.68
11148	07/20/2024	American Fidelity	D740885	Employee Life/Accident Insur...	198.88
11148	07/20/2024	American Fidelity	D740885	Employee Life/Accident Insur...	67.80
11148	07/20/2024	American Fidelity	D740885	Employee Life/Accident Insur...	108.00
11148	07/20/2024	American Fidelity	D740885	Employee Life/Accident Insur...	269.20
Vendor 7408 - American Fidelity Total:					1,436.82

Vendor: 13094 - Ana Cardenas

533027	08/06/2024	Ana Cardenas	2004584.001	Refund-Picnic Shelter Deposit-...	75.00
Vendor 13094 - Ana Cardenas Total:					75.00

Vendor: 4673 - Angel Castillo

533028	08/06/2024	Angel Castillo	07152024	Wellness Reimbursement	150.00
533028	08/06/2024	Angel Castillo	071524	Reimbursement for Work Pan...	250.00
Vendor 4673 - Angel Castillo Total:					400.00

Vendor: 12257 - Aramsco Inc.

533029	08/06/2024	Aramsko Inc.	S6550794.001	Center Pull Towels 6-Case	157.73
533029	08/06/2024	Aramsko Inc.	S6550794.001	Multi Fold Towels 250-Pk 16 P...	293.61
533029	08/06/2024	Aramsko Inc.	S6550794.001	Toilet Tissue 2-Ply 500 Sheets ...	65.79
533029	08/06/2024	Aramsko Inc.	S6550794.001	Renegade Can Liners 25 Rolls ...	320.20
533029	08/06/2024	Aramsko Inc.	S6555970.001	Toilet tissue 9" 2-Ply	64.99
533029	08/06/2024	Aramsko Inc.	S6555970.001	Toilet Tissue Dispenser	94.02
533029	08/06/2024	Aramsko Inc.	S6572902.001	Bio-Enzymatic Urine Digester ...	100.90
533029	08/06/2024	Aramsko Inc.	S6572902.001	Multi Fold Towels 250-Pk 16 P...	293.61
533029	08/06/2024	Aramsko Inc.	S6572902.001	Toilet Seat Covers 1/2 Fold 25...	97.42
533029	08/06/2024	Aramsko Inc.	S6572902.001	Spartan Water Free Urinal	77.99
533029	08/06/2024	Aramsko Inc.	S6572902.001	Toilet Tissue-JRT 9" 2-Ply Jum...	322.05
533029	08/06/2024	Aramsko Inc.	S6572902.002	Empire Mop Head-Cotton 24 ...	134.06
Vendor 12257 - Aramsco Inc. Total:					2,022.37

Vendor: 6609 - AT&T

533030	08/06/2024	AT&T	21964374	Fax Services	29.15
Vendor 6609 - AT&T Total:					29.15

Vendor: 12918 - Athens Services

533031	08/06/2024	Athens Services	16360316	2253 PCH Abatement	2,926.44
Vendor 12918 - Athens Services Total:					2,926.44

Vendor: 3334 - Autozone, Inc.

533032	08/06/2024	Autozone, Inc.	2859123102	Welb Steel Stik	9.94
533032	08/06/2024	Autozone, Inc.	2859123102	2 5/16" Class V Hitch Ball	25.13
533032	08/06/2024	Autozone, Inc.	2859123102	Brake Fluid	11.51

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
533032	08/06/2024	Autozone, Inc.	2859123450	7 Quart Drain Pan	7.32
533032	08/06/2024	Autozone, Inc.	2859123450	USBC Quick Energizer Quick C...	52.35
533032	08/06/2024	Autozone, Inc.	28591305052	Black Electrical Tape	1.04
533032	08/06/2024	Autozone, Inc.	28591305052	12" Trailer End 4-Wire Flat Wir..	5.75
533032	08/06/2024	Autozone, Inc.	2859144817	Mechanic Glove	17.84
533032	08/06/2024	Autozone, Inc.	2859144817	Mechanic Glove	29.76
533032	08/06/2024	Autozone, Inc.	2859144817	Industrial Nitrile Gloves	24.80
Vendor 3334 - Autozone, Inc.				Total:	185.44
Vendor: 0415 - B.D. White Top Soil Co.					
533033	08/06/2024	B.D. White Top Soil Co.	90326	Landscape Supplies	27.56
533033	08/06/2024	B.D. White Top Soil Co.	90713	Baseball Mix	95.09
533033	08/06/2024	B.D. White Top Soil Co.	90723	Dirt Mix	40.79
Vendor 0415 - B.D. White Top Soil Co.				Total:	163.44
Vendor: 7477 - Best Best & Krieger, LLP					
533034	08/06/2024	Best Best & Krieger, LLP	1002028	Legal Services June 24	8,246.70
533034	08/06/2024	Best Best & Krieger, LLP	1002028	Legal Services June 24	1,455.30
533034	08/06/2024	Best Best & Krieger, LLP	1002029	Code Enforcement/General Lit..	4,439.35
533034	08/06/2024	Best Best & Krieger, LLP	1002030	Special Services June 24	1,732.40
533034	08/06/2024	Best Best & Krieger, LLP	1002031	Special Services June 24	333.50
533034	08/06/2024	Best Best & Krieger, LLP	996922	Legal Services April 24	8,246.70
533034	08/06/2024	Best Best & Krieger, LLP	996922	Legal Services April 24	1,455.30
533034	08/06/2024	Best Best & Krieger, LLP	996923	Code Enforcement/General Lit..	2,872.80
533034	08/06/2024	Best Best & Krieger, LLP	996924	Special Services April 24	1,342.00
533034	08/06/2024	Best Best & Krieger, LLP	996925	Special Services April 24	725.10
533034	08/06/2024	Best Best & Krieger, LLP	996926	Special Services April 24	195.20
533034	08/06/2024	Best Best & Krieger, LLP	999377	Legal Services May 24	8,246.70
533034	08/06/2024	Best Best & Krieger, LLP	999377	Legal Services May 24	1,455.30
533034	08/06/2024	Best Best & Krieger, LLP	999378	Code Enforcement/General Lit..	7,171.32
533034	08/06/2024	Best Best & Krieger, LLP	999379	Special Services May 24	3,440.40
533034	08/06/2024	Best Best & Krieger, LLP	999380	Special Services May 24	341.60
533034	08/06/2024	Best Best & Krieger, LLP	999381	Special Services May 24	48.80
533034	08/06/2024	Best Best & Krieger, LLP	999382	Special Services May 24	48.80
533034	08/06/2024	Best Best & Krieger, LLP	999450	Special Services November 23	458.72
Vendor 7477 - Best Best & Krieger, LLP				Total:	52,255.99
Vendor: 12893 - BOA Architecture					
533036	08/06/2024	BOA Architecture	23-3044-5	Stephenson Center Maintena...	1,740.00
533036	08/06/2024	BOA Architecture	23-3079-2	Tom Rico Center & RR Museu...	24,450.00
Vendor 12893 - BOA Architecture Total:				Total:	26,190.00
Vendor: 13048 - BYO Recreation, LLC					
533037	08/06/2024	BYO Recreation, LLC	HPG113863	Concrete Radius Bench, Model..	2,348.33
533037	08/06/2024	BYO Recreation, LLC	HPG113863	Concrete Bench Model: Cust...	2,037.96
Vendor 13048 - BYO Recreation, LLC Total:				Total:	4,386.29
Vendor: 13085 - Caitlin Geraghty					
533038	08/06/2024	Caitlin Geraghty	2004561.001	Refund-Deposit- Resident	40.00
Vendor 13085 - Caitlin Geraghty Total:				Total:	40.00
Vendor: 3168 - California Banner & Sign Co.					
533039	08/06/2024	California Banner & Sign Co.	20642	Custom Flag 5' X 3' Single Side...	361.35
533039	08/06/2024	California Banner & Sign Co.	20674	Custom Sign 36" H X 24" W	197.10
Vendor 3168 - California Banner & Sign Co.				Total:	558.45
Vendor: 7524 - California Consulting, Inc.					
533040	08/06/2024	California Consulting, Inc.	6815	Grant Writing Services-OPR	10,000.00
Vendor 7524 - California Consulting, Inc. Total:				Total:	10,000.00
Vendor: 0685 - California Pro Sports					
533041	08/06/2024	California Pro Sports	14-19121	Diamond Baseball Official Lea...	242.51
533041	08/06/2024	California Pro Sports	14-19121	Raised Logo Hats	66.12
533041	08/06/2024	California Pro Sports	14-19121	Twill Replica Hat	5.51

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
533041	08/06/2024	California Pro Sports	14-19123	Baseball Official Little League ...	121.25
Vendor 0685 - California Pro Sports Total:					435.39
Vendor: 6687 - Canon Financial Services, Inc.					
533042	08/06/2024	Canon Financial Services, Inc.	33809261	Public Work & Recreation Cop...	352.49
Vendor 6687 - Canon Financial Services, Inc. Total:					352.49
Vendor: 4657 - Carlos Bobadilla					
533043	08/06/2024	Carlos Bobadilla	071224	Reimbursement for Work Boo...	187.37
Vendor 4657 - Carlos Bobadilla Total:					187.37
Vendor: 12822 - City of Lomita - Petty Cash					
533044	08/06/2024	City of Lomita - Petty Cash	June 24	Petty Cash June 24	22.17
533044	08/06/2024	City of Lomita - Petty Cash	June 24	Petty Cash June 24	7.99
Vendor 12822 - City of Lomita - Petty Cash Total:					30.16
Vendor: 4040 - Colonial Insurance Co.					
11149	07/20/2024	Colonial Insurance Co.	0720483	Employee Life/Accident Insur...	436.77
11149	07/20/2024	Colonial Insurance Co.	0720483	Employee Life/Accident Insur...	453.82
11149	07/20/2024	Colonial Insurance Co.	0720483	Employee Life/Accident Insur...	220.87
11149	07/20/2024	Colonial Insurance Co.	0720483	Employee Life/Accident Insur...	80.09
11149	07/20/2024	Colonial Insurance Co.	0720483	Employee Life/Accident Insur...	73.62
11149	07/20/2024	Colonial Insurance Co.	0720483	Employee Life/Accident Insur...	97.04
Vendor 4040 - Colonial Insurance Co. Total:					1,362.21
Vendor: 6541 - Complete Fire Service, Inc.					
533045	08/06/2024	Complete Fire Service, Inc.	FF21002	Fire Extinguisher Maintenance	55.80
533045	08/06/2024	Complete Fire Service, Inc.	FF21003	Fire Extinguisher Maintenance	265.05
533045	08/06/2024	Complete Fire Service, Inc.	FF21003	Fire Extinguisher Maintenance	286.61
533045	08/06/2024	Complete Fire Service, Inc.	FF21004	Fire Extinguisher Maintenance	83.70
533045	08/06/2024	Complete Fire Service, Inc.	FF21005	Vehicles-Fire Extinguisher Mai...	265.05
533045	08/06/2024	Complete Fire Service, Inc.	FF21005	Vehicles-Fire Extinguisher Mai...	83.70
533045	08/06/2024	Complete Fire Service, Inc.	FF21005	Vehicles-Fire Extinguisher Mai...	429.81
533045	08/06/2024	Complete Fire Service, Inc.	FF21005	Vehicles-Fire Extinguisher Mai...	41.85
533045	08/06/2024	Complete Fire Service, Inc.	FF21006	Fire Extinguisher Maintenance	55.80
533045	08/06/2024	Complete Fire Service, Inc.	FF21007	Appian Way & Pump Station-F...	13.95
533045	08/06/2024	Complete Fire Service, Inc.	FF21007	Appian Way & Pump Station-F...	41.85
533045	08/06/2024	Complete Fire Service, Inc.	FF21007	Appian Way & Pump Station-F...	143.22
533045	08/06/2024	Complete Fire Service, Inc.	FF21030	Fire Extinguisher Maintenance	187.37
Vendor 6541 - Complete Fire Service, Inc. Total:					1,953.76
Vendor: 0915 - Copy Rite Printing					
533046	08/06/2024	Copy Rite Printing	39811	Business Cards-W. Uphoff	47.03
533046	08/06/2024	Copy Rite Printing	39817	Business Cards-R. Bucklew	41.56
Vendor 0915 - Copy Rite Printing Total:					88.59
Vendor: 12832 - Daniel Engstrom					
533047	08/06/2024	Daniel Engstrom	5030	Summer Concert Band	1,800.00
Vendor 12832 - Daniel Engstrom Total:					1,800.00
Vendor: 12704 - David Evans & Associates, Inc.					
533048	08/06/2024	David Evans & Associates, Inc.	567247	Engineering Design Services-N...	3,375.10
533048	08/06/2024	David Evans & Associates, Inc.	567247	Engineering Design Services-N...	3,375.10
533048	08/06/2024	David Evans & Associates, Inc.	567247	Engineering Design Services-N...	595.20
Vendor 12704 - David Evans & Associates, Inc. Total:					7,345.40
Vendor: 1080 - Department of Transportation					
533049	08/06/2024	Department of Transportation	SL241139	Signals & Lighting April-June 24	3,313.58
Vendor 1080 - Department of Transportation Total:					3,313.58
Vendor: 13083 - Devon Washington					
533050	08/06/2024	Devon Washington	072324	Reimbursement for Work Boo...	335.48
Vendor 13083 - Devon Washington Total:					335.48
Vendor: 13086 - Diana Degenkolb					
533051	08/06/2024	Diana Degenkolb	2004569.001	Refund-STEM Explorations	175.00
Vendor 13086 - Diana Degenkolb Total:					175.00

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12915 - Disability Access Consultants LLC					
533052	08/06/2024	Disability Access Consultants L...	24-206	DAC Track Accessibility Mana...	2,000.00
Vendor 12915 - Disability Access Consultants LLC Total:					2,000.00
Vendor: 13093 - Ellen Greene					
533053	08/06/2024	Ellen Greene	2004583.001	Refund-Picnic Shelter Deposit-...	75.00
Vendor 13093 - Ellen Greene Total:					75.00
Vendor: 12595 - Emmanuel Spindola					
533054	08/06/2024	Emmanuel Spindola	07262024	Wellness Reimbursement	150.00
533054	08/06/2024	Emmanuel Spindola	072924	Reimbursement for Work Pan...	250.00
Vendor 12595 - Emmanuel Spindola Total:					400.00
Vendor: 13092 - Evette Gomez					
533055	08/06/2024	Evette Gomez	2004582.001	Refund-Picnic Shelter Deposit-...	40.00
Vendor 13092 - Evette Gomez Total:					40.00
Vendor: 2095 - Ewing Irrigation Products					
533056	08/06/2024	Ewing Irrigation Products	22875937	5" Digging Trench Shovel	61.80
533056	08/06/2024	Ewing Irrigation Products	22886863	12F Rainbird Plastic Nozzle	8.39
533056	08/06/2024	Ewing Irrigation Products	22886863	10H Rainbird Plastic Nozzle	8.39
533056	08/06/2024	Ewing Irrigation Products	22886863	10Q Rainbird Plastic Nozzle	8.39
533056	08/06/2024	Ewing Irrigation Products	22886863	8Q Rainbird Plastic Nozzle	11.18
533056	08/06/2024	Ewing Irrigation Products	22886863	Rainbird Press Reg Pop	73.18
Vendor 2095 - Ewing Irrigation Products Total:					171.33
Vendor: 11005 - Farheen Khan					
533057	08/06/2024	Farheen Khan	2004581.001	Refund-Picnic Shelter Deposit-...	40.00
Vendor 11005 - Farheen Khan Total:					40.00
Vendor: 3015 - FedEx					
533058	08/06/2024	FedEx	8-557-65717	Mail Services	25.00
Vendor 3015 - FedEx Total:					25.00
Vendor: 13082 - Gallagher Benefits Services, Inc.					
533059	08/06/2024	Gallagher Benefits Services, In...	2024033812	Public Works Director Recruit...	6,000.00
Vendor 13082 - Gallagher Benefits Services, Inc. Total:					6,000.00
Vendor: 12851 - Get Around Sound					
533060	08/06/2024	Get Around Sound	072524	Sound System Rental for Conc...	1,200.00
Vendor 12851 - Get Around Sound Total:					1,200.00
Vendor: 13095 - Gloria Gutierrez					
533061	08/06/2024	Gloria Gutierrez	2004586.001	Refund-Picnic Shelter Deposit-...	40.00
Vendor 13095 - Gloria Gutierrez Total:					40.00
Vendor: 12061 - GovInvest Inc.					
533062	08/06/2024	GovInvest Inc.	2024-5287	Compensation Module-Annual..	3,850.00
533062	08/06/2024	GovInvest Inc.	2024-5287	Compensation Module-Annual..	3,850.00
Vendor 12061 - GovInvest Inc. Total:					7,700.00
Vendor: 6718 - Graffiti Protective Coatings Inc.					
533063	08/06/2024	Graffiti Protective Coatings Inc.	7031-0624	Graffiti Removal June 24	300.00
Vendor 6718 - Graffiti Protective Coatings Inc. Total:					300.00
Vendor: 13087 - Guadalupe Galan					
533064	08/06/2024	Guadalupe Galan	2004572.001	Partial Refund-Picnic Shelter -...	81.25
533064	08/06/2024	Guadalupe Galan	2004572.001	Refund-Deposit- Resident	75.00
Vendor 13087 - Guadalupe Galan Total:					156.25
Vendor: 12737 - Guma Masuda					
533065	08/06/2024	Guma Masuda	2004566.001	Refund-Deposit- Resident	40.00
Vendor 12737 - Guma Masuda Total:					40.00
Vendor: 12834 - Haile Blackman					
533066	08/06/2024	Haile Blackman	2	Summer Concert Band	2,500.00
Vendor 12834 - Haile Blackman Total:					2,500.00

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7059 - HdL Coren & Cone					
533067	08/06/2024	HdL Coren & Cone	SIN041513	223-24 ACFR Statistical Packa...	695.00
Vendor 7059 - HdL Coren & Cone				Total:	695.00
Vendor: 3241 - Hinderliter, De Llamas & Associates					
533068	08/06/2024	Hinderliter, De Llamas & Assoc...	SIN041043	Sales Tax	1,413.51
Vendor 3241 - Hinderliter, De Llamas & Associates				Total:	1,413.51
Vendor: 3052 - Home Depot Credit Services					
533069	08/06/2024	Home Depot Credit Services	1525067	A/C Pro Hose & Gauge	62.44
533069	08/06/2024	Home Depot Credit Services	1525067	Refrigerant	10.00
533069	08/06/2024	Home Depot Credit Services	1525067	Stop Rust 5 In 1 Gloss	69.26
533069	08/06/2024	Home Depot Credit Services	1525067	Spray Paint 12 oz	23.09
533069	08/06/2024	Home Depot Credit Services	1525067	Permatex Aluminum Anti-Seiz...	11.64
533069	08/06/2024	Home Depot Credit Services	2352890	Paint Recycle	1.50
533069	08/06/2024	Home Depot Credit Services	2352890	30 yd Black Duct Tape	10.96
533069	08/06/2024	Home Depot Credit Services	2352890	4 in. 4-Wire Roller Frame	14.46
533069	08/06/2024	Home Depot Credit Services	2352890	Shed Resistant White Woven ...	21.61
533069	08/06/2024	Home Depot Credit Services	2352890	5 gal. White Base 1 Flat Latex ...	181.39
533069	08/06/2024	Home Depot Credit Services	2352890	9 oz. Heavy Duty Construction...	13.21
533069	08/06/2024	Home Depot Credit Services	2532153	2" Ratcheting PVC Cutter	29.19
533069	08/06/2024	Home Depot Credit Services	2532153	1-1/2" PVC Coupling	4.60
533069	08/06/2024	Home Depot Credit Services	2532153	1-1/2" PVC Elbow 45D	6.86
533069	08/06/2024	Home Depot Credit Services	2532153	8 oz Puple CPVC & PVC Primer	10.07
533069	08/06/2024	Home Depot Credit Services	2532153	PVC Schedule 40 DWV Plain E...	13.91
533069	08/06/2024	Home Depot Credit Services	2532153	1-1/2" PVC Elbow 90D	12.57
533069	08/06/2024	Home Depot Credit Services	2834898	1 Quart Bucket	2.51
533069	08/06/2024	Home Depot Credit Services	2834898	Toilet Brush	3.27
533069	08/06/2024	Home Depot Credit Services	2834898	Mixing Tub	3.29
533069	08/06/2024	Home Depot Credit Services	2834898	Toilet Bowl Cleaner Clinging B...	6.59
533069	08/06/2024	Home Depot Credit Services	2834898	10Quart Bucket	6.59
533069	08/06/2024	Home Depot Credit Services	2834898	Blend Mop Refill 2-Pk	19.12
533069	08/06/2024	Home Depot Credit Services	2834898	Hand Soap 128 oz	22.01
533069	08/06/2024	Home Depot Credit Services	3531860	Aluminum Anti-Seize Lubricant	5.82
533069	08/06/2024	Home Depot Credit Services	3531860	Solder Plumbers Cloth Abrasiv...	10.94
533069	08/06/2024	Home Depot Credit Services	3531860	Safety Black IRS Lens Brazing ...	29.64
533069	08/06/2024	Home Depot Credit Services	4821238	2-Handle Standard Kitchen Fa...	87.10
533069	08/06/2024	Home Depot Credit Services	4821238	Paint	121.23
533069	08/06/2024	Home Depot Credit Services	4821238	Demolition Gloves	14.30
533069	08/06/2024	Home Depot Credit Services	4821238	All-Purpose Cleaner and Disinf...	14.07
533069	08/06/2024	Home Depot Credit Services	4821238	16' x 1-1/8" Tape Measure	16.50
533069	08/06/2024	Home Depot Credit Services	4821238	Shed Resistant White Woven...	19.81
533069	08/06/2024	Home Depot Credit Services	4821238	Braided Polymer Faucet Suppl...	17.29
533069	08/06/2024	Home Depot Credit Services	4821238	Paint Care Fee	1.30
533069	08/06/2024	Home Depot Credit Services	4821238	6" x 22" Mini Paint Roller Fra...	5.48
533069	08/06/2024	Home Depot Credit Services	4821238	High-Density Foam Mini Paint...	13.16
533069	08/06/2024	Home Depot Credit Services	4821238	Lavender Antibacterial All-Pur...	13.21
533069	08/06/2024	Home Depot Credit Services	4821238	9" Pet Tray Liner	20.83
533069	08/06/2024	Home Depot Credit Services	531648	48-Pk Micro fiber Cloths	20.93
533069	08/06/2024	Home Depot Credit Services	531648	Floor Sign-Yellow	27.19
533069	08/06/2024	Home Depot Credit Services	531648	Self-Test Tamper Resistant GF...	70.78
533069	08/06/2024	Home Depot Credit Services	531648	Hand Soap 128 oz	11.00
533069	08/06/2024	Home Depot Credit Services	531648	Paint Roller with Handle	6.58
533069	08/06/2024	Home Depot Credit Services	531648	Lysol All Purpose 144 oz	13.87
533069	08/06/2024	Home Depot Credit Services	6552400	Blend Mop Head Refill 2-Pk	25.88
533069	08/06/2024	Home Depot Credit Services	6552400	2-Hole D-Ring Kit 4-Piece	5.44
533069	08/06/2024	Home Depot Credit Services	6552400	16 oz. Pro Power Adhesive R...	1.07
533069	08/06/2024	Home Depot Credit Services	6552400	Antibacterial All-Purpose Clea...	26.42
533069	08/06/2024	Home Depot Credit Services	6552400	23 oz. Glass Cleaner	8.11
533069	08/06/2024	Home Depot Credit Services	6552400	3/16 in. Pull Toggle 6-Pk	8.43
533069	08/06/2024	Home Depot Credit Services	6552400	Galvanized Framers Coated H...	4.47
533069	08/06/2024	Home Depot Credit Services	8540012	Reusable Pvc Long Cuff	19.80

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
533069	08/06/2024	Home Depot Credit Services	8540012	Bi-Metal Reciprocating Saw Bl...	5.15
533069	08/06/2024	Home Depot Credit Services	8540012	Vinyl U-Style End Cap	5.82
533069	08/06/2024	Home Depot Credit Services	8540012	Vinyl U-Style End W/Drop	11.00
533069	08/06/2024	Home Depot Credit Services	8540012	Vinyl U-Style Joiner	14.16
533069	08/06/2024	Home Depot Credit Services	8540012	2" X 2" Vinyl Universal Elbow	3.18
533069	08/06/2024	Home Depot Credit Services	8540012	Multi-Surface Painter's Tape	43.53
533069	08/06/2024	Home Depot Credit Services	8540012	4" x 10" White Vinyl U-Style G...	15.01
533069	08/06/2024	Home Depot Credit Services	8540012	Vinyl U-Style I & O Mitre	18.70
533069	08/06/2024	Home Depot Credit Services	8540012	Power Grab Ultimate Clear	28.62
533069	08/06/2024	Home Depot Credit Services	9010201	Lumber 1x4X10	36.93
533069	08/06/2024	Home Depot Credit Services	9010201	CA Lumber Fee	0.33
533069	08/06/2024	Home Depot Credit Services	9010201	Phillips Bugle Head Coarse Thr...	34.70
Vendor 3052 - Home Depot Credit Services				Total:	1,417.92

Vendor: 3395 - International Institute of Municipal Clerks

533070	08/06/2024	International Institute of Muni...	070924	IIMC Membership-L. Paz	125.00
Vendor 3395 - International Institute of Municipal Clerks				Total:	125.00

Vendor: 13088 - Irene Chen

533071	08/06/2024	Irene Chen	2004562.001	Refund-Museum Rentals - De...	100.00
Vendor 13088 - Irene Chen				Total:	100.00

Vendor: 4684 - Janpier Adamzadeh

533072	08/06/2024	Janpier Adamzadeh	070924	Mileage Reimbursement	16.21
Vendor 4684 - Janpier Adamzadeh				Total:	16.21

Vendor: 13078 - Jesse Figueroa

533073	08/06/2024	Jesse Figueroa	2004536.001	Refund - Brit West Soccer Ca...	360.00
Vendor 13078 - Jesse Figueroa				Total:	360.00

Vendor: 13081 - Jessica Blanco

533074	08/06/2024	Jessica Blanco	2004541.001	Refund-Picnic Shelter Deposit-...	75.00
Vendor 13081 - Jessica Blanco				Total:	75.00

Vendor: 7420 - JFS Care

533075	08/06/2024	JFS Care	June 24	Services-Lifeline June 24	741.00
Vendor 7420 - JFS Care				Total:	741.00

Vendor: 12069 - Joe A. Gonsalves & Son

533076	08/06/2024	Joe A. Gonsalves & Son	161782	Consulting Services July 24	3,000.00
Vendor 12069 - Joe A. Gonsalves & Son				Total:	3,000.00

Vendor: 3887 - John L. Hunter & Associates

533077	08/06/2024	John L. Hunter & Associates	LOM1MS412403	Consulting Services March 24	3,374.50
533077	08/06/2024	John L. Hunter & Associates	LOM1MS412404	Consulting Services April 24	1,927.27
Vendor 3887 - John L. Hunter & Associates				Total:	5,301.77

Vendor: 4692 - Kathleen Gregory

533078	08/06/2024	Kathleen Gregory	073024	Wellness Reimbursement	150.00
Vendor 4692 - Kathleen Gregory				Total:	150.00

Vendor: 12614 - Ken Beckenstein

533079	08/06/2024	Ken Beckenstein	072524	National Night Out Band	800.00
Vendor 12614 - Ken Beckenstein				Total:	800.00

Vendor: 3631 - Kreiger Sales & Service

533080	08/06/2024	Kreiger Sales & Service	19652	Pressure Washer Repairs-Labor	500.00
533080	08/06/2024	Kreiger Sales & Service	19652	Pressure Washer Repairs-Parts	390.43
533080	08/06/2024	Kreiger Sales & Service	19652	Pressure Washer Repairs-Was...	15.00
533080	08/06/2024	Kreiger Sales & Service	19789	Hose Repair	33.08
533080	08/06/2024	Kreiger Sales & Service	19789	#4 Tip Set	44.10
533080	08/06/2024	Kreiger Sales & Service	19789	3' Wand & Gun Assy	143.33
533080	08/06/2024	Kreiger Sales & Service	19789	1000' Pressure Hose	286.64
Vendor 3631 - Kreiger Sales & Service				Total:	1,412.58

Vendor: 3130 - L.A. County Department of Animal Care & Control

533081	08/06/2024	L.A. County Department of An...	June 24	Animal Housing June 24	-1,251.00
--------	------------	---------------------------------	---------	------------------------	-----------

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
533081	08/06/2024	L.A. County Department of An...	June 24	Animal Housing June 24	12,025.03
Vendor 3130 - L.A. County Department of Animal Care & Control					Total: 10,774.03
Vendor: 3048 - L.A. County Sheriff's Department					
533082	08/06/2024	L.A. County Sheriff's Departm...	243620MR	Special Events-Founder's Day	19,129.99
533082	08/06/2024	L.A. County Sheriff's Departm...	243632MR	Traffic Enforcement June 24	1,603.06
533082	08/06/2024	L.A. County Sheriff's Departm...	243633MR	Special Event-Firework Suppre...	2,657.05
533082	08/06/2024	L.A. County Sheriff's Departm...	243670ec	June 24	313,036.28
533082	08/06/2024	L.A. County Sheriff's Departm...	243670ec	June 24	37,464.35
Vendor 3048 - L.A. County Sheriff's Department					Total: 373,890.73
Vendor: 3331 - Lee's Tires					
533083	08/06/2024	Lee's Tires	89349	2018 Nissan Leaf Tire Replac...	39.18
533083	08/06/2024	Lee's Tires	89349	2018 Nissan Leaf Tire Replac...	9.37
533083	08/06/2024	Lee's Tires	89349	Tire Disposal & Environmental...	16.50
533083	08/06/2024	Lee's Tires	89349	2018 Nissan Leaf Tire Replac...	39.90
533083	08/06/2024	Lee's Tires	89349	2018 Nissan Leaf Tire Replac...	263.51
533083	08/06/2024	Lee's Tires	89349	2018 Nissan Leaf Tire Replac...	-17.20
Vendor 3331 - Lee's Tires					Total: 351.26
Vendor: 12247 - LegalShield					
533084	08/06/2024	LegalShield	July 24	Employee Legal Insurance Be...	88.45
Vendor 12247 - LegalShield Total:					88.45
Vendor: 12888 - Leticia Rodriguez					
533085	08/06/2024	Leticia Rodriguez	2004570.001	Refund-Deposit- Resident	40.00
533085	08/06/2024	Leticia Rodriguez	2004570.001	Partial Refund-Picnic Shelter -...	48.72
Vendor 12888 - Leticia Rodriguez Total:					88.72
Vendor: 6349 - Liebert Cassidy Whitmore					
533086	08/06/2024	Liebert Cassidy Whitmore	268465	HR Attorney	438.00
533086	08/06/2024	Liebert Cassidy Whitmore	268465	HR Attorney	438.00
533086	08/06/2024	Liebert Cassidy Whitmore	270987	HR Attorney	65.25
533086	08/06/2024	Liebert Cassidy Whitmore	270987	HR Attorney	65.25
Vendor 6349 - Liebert Cassidy Whitmore					Total: 1,006.50
Vendor: 3054 - Linde Gas & Equipment Inc.					
533087	08/06/2024	Linde Gas & Equipment Inc.	44139844	Acetylene Torch Rental	67.31
Vendor 3054 - Linde Gas & Equipment Inc. Total:					67.31
Vendor: 13089 - Margarita Soto					
533088	08/06/2024	Margarita Soto	2004574.001	Refund-Deposit- Resident	40.00
533088	08/06/2024	Margarita Soto	2004574.001	Partial Refund-Picnic Shelter -...	28.42
Vendor 13089 - Margarita Soto Total:					68.42
Vendor: 6020 - Mark Waronek					
533089	08/06/2024	Mark Waronek	07222024	Mileage Reimbursement	103.95
533089	08/06/2024	Mark Waronek	072224	Mileage Reimbursement	72.90
533089	08/06/2024	Mark Waronek	090824	Reimbursement-CCCA Fall Edu...	750.00
Vendor 6020 - Mark Waronek					Total: 926.85
Vendor: 3085 - Mark's Lock & Safe, Inc.					
533090	08/06/2024	Mark's Lock & Safe, Inc.	0000037322	Removed Deadbolt & Replace...	288.75
533090	08/06/2024	Mark's Lock & Safe, Inc.	0000037322	Cylinder, KIK, ASSA High Securi...	203.52
533090	08/06/2024	Mark's Lock & Safe, Inc.	0000037322	Rekey/Master Key Cylinders	59.50
533090	08/06/2024	Mark's Lock & Safe, Inc.	0000037339	Duplicate Keys	112.23
533090	08/06/2024	Mark's Lock & Safe, Inc.	0000037341	Duplicate Key, ASSA High Secu...	54.95
533090	08/06/2024	Mark's Lock & Safe, Inc.	0000037341	Rekey/Maskerkey Cylinders, H...	59.50
533090	08/06/2024	Mark's Lock & Safe, Inc.	0000037341	Duplicate High Security Keys-L...	105.00
533090	08/06/2024	Mark's Lock & Safe, Inc.	0000037341	Code Cut Key, High Security, A...	84.23
Vendor 3085 - Mark's Lock & Safe, Inc.					Total: 967.68
Vendor: 7247 - Michael Baker International, Inc.					
533091	08/06/2024	Michael Baker International, I...	1218126	Consulting Services-CDBG Lifel...	891.25
533091	08/06/2024	Michael Baker International, I...	1218126	Consulting Services-CDBG JCBI	620.00
Vendor 7247 - Michael Baker International, Inc. Total:					1,511.25

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3217 - MissionSquare Retirement					
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	12,254.59
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	1,557.13
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	372.81
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	32.26
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	168.90
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	131.11
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	741.58
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	289.55
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	245.05
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	213.26
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	228.10
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	432.62
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	200.02
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	32.97
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	25.34
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	399.66
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	101.45
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	108.79
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	168.87
11153	07/25/2024	MissionSquare Retirement	PE071924	Deferred Compensation Pay D...	1,427.36
533092	08/06/2024	MissionSquare Retirement	20240630-109-320676-A	Quarterly Plan Fees July-Sept...	125.00
533092	08/06/2024	MissionSquare Retirement	20240630-109-320676-A	Quarterly Plan Fees July-Sept...	125.00
Vendor 3217 - MissionSquare Retirement Total:					19,381.42
Vendor: 13029 - Montserrate Gastelum					
533093	08/06/2024	Montserrate Gastelum	071724	Wellness Reimbursement	150.00
Vendor 13029 - Montserrate Gastelum Total:					150.00
Vendor: 7465 - MSW Consultants, Inc.					
533094	08/06/2024	MSW Consultants, Inc.	875	Consulting Services SB 1383	1,485.00
Vendor 7465 - MSW Consultants, Inc. Total:					1,485.00
Vendor: 3484 - Nicole Creamer					
533095	08/06/2024	Nicole Creamer	2004563.001	Refund-Museum Rentals - De...	100.00
Vendor 3484 - Nicole Creamer Total:					100.00
Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp					
533096	08/06/2024	Occupational Health Centers o...	83632064	Pre-Employee Physical Exam	190.00
533096	08/06/2024	Occupational Health Centers o...	83691619	Pre-Employee Physical Exam	167.00
Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:					357.00
Vendor: 4690 - Octavio Becerra					
533097	08/06/2024	Octavio Becerra	07222024	Wellness Reimbursement	150.00
533097	08/06/2024	Octavio Becerra	072224	Reimbursement for Work Pan...	450.00
533097	08/06/2024	Octavio Becerra	072324	Reimbursement for Backflow ...	1,800.00
Vendor 4690 - Octavio Becerra Total:					2,400.00
Vendor: 4105 - Pacific Western Bank					
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	2,750.50
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	19,812.40
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	9.42
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	286.80
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	104.04
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	155.57
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	34.06
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	40.88
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	265.74
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	8.81
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	38.13
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	155.16
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	9.01
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	112.75
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	130.66

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	16.21
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	146.38
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	138.99
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	146.04
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	33.44
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	61.56
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	9.54
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	13.15
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	7.82
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	1.06
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	53.83
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	30.13
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	138.02
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	34.42
11151	07/25/2024	Pacific Western Bank	PE071924	Federal & Medicare Taxes-Pay...	568.90
11152	07/25/2024	Pacific Western Bank	PE071924A	State Tax Withholdings-Pay E...	7,646.36
			Vendor 4105 - Pacific Western Bank	Total:	32,959.78

Vendor: 4080 - PERS Long-Term Care Program

533098	08/06/2024	PERS Long-Term Care Program	15397192	Employee Long Term Care Ins...	336.88
533098	08/06/2024	PERS Long-Term Care Program	15397192	Employee Long Term Care Ins...	59.45
Vendor 4080 - PERS Long-Term Care Program Total:					396.33

Vendor: 13096 - Peter-Paul Bassily

533099	08/06/2024	Peter-Paul Bassily	07252024	Adult Basketball Scorekeeping	90.00
Vendor 13096 - Peter-Paul Bassily Total:					90.00

Vendor: 9052 - Pixel Graphic Design

533100	08/06/2024	Pixel Graphic Design	1081	Railroad Museum Brochures &...	741.00
533100	08/06/2024	Pixel Graphic Design	1082	Founder's Day Posters	1,456.50
Vendor 9052 - Pixel Graphic Design Total:					2,197.50

Vendor: 3125 - Postmaster

533101	08/06/2024	Postmaster	072324	Postage 2024 Fall Newsletter, ...	1,052.87
Vendor 3125 - Postmaster Total:					1,052.87

Vendor: 12474 - Project Partners

533102	08/06/2024	Project Partners	12003	Engineering Services June 24	2,880.00
Vendor 12474 - Project Partners Total:					2,880.00

Vendor: 12907 - Psomas

533103	08/06/2024	Psomas	210649	Engineering Services-Sewer M...	1,505.00
Vendor 12907 - Psomas Total:					1,505.00

Vendor: 4090 - Public Employee Retirement System

11146	07/22/2024	Public Employee Retirement S...	17582356	1959 Survivor for FY 2023-24	613.60
11146	07/22/2024	Public Employee Retirement S...	17582356	1959 Survivor for FY 2023-24	670.80
11146	07/22/2024	Public Employee Retirement S...	17582356	1959 Survivor for FY 2023-24	1,872.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	22.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	26,449.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	853.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	460.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	8,782.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	283.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	153.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	14,614.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	471.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	254.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	477,133.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	1,358.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	1,637.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	101.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	402.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	13,171.00
11147	07/30/2024	Public Employee Retirement S...	17589295	Unfunded Liability for FY 2024...	425.00

Payment Dates: 7/17/2024 - 8/6/2024

7/31/2024 2:29:11 PM Page 11 of 21

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	41.85
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	2.95
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	161.85
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	210.23
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	62.92
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	67.06
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	73.84
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	89.38
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	566.77
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	281.63
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	180.43
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	848.32
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	1,166.05
11150	07/22/2024	Public Employee Retirement S...	PE062124	Retirement Contributions-Pay...	1,426.10
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	13,681.63
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	27.17
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	940.54
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	634.16
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	392.99
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	212.31
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	240.59
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	289.38
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	269.57
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	628.08
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	353.84
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	188.56
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	214.11
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	1,534.77
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	381.75
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	159.49
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	527.41
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	355.31
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	345.78
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	322.60
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	389.09
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	750.09
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	396.50
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	353.63
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	548.50
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	159.37
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	283.32
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	48.39
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	34.37
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	19.29
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	44.06
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	3.02
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	165.98
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	211.39
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	64.52
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	68.74
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	77.17
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	89.86
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	580.98
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	294.30
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	188.56
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	867.35
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	1,193.08
11155	07/31/2024	Public Employee Retirement S...	PE071924	Retirement Contributions-Pay...	1,498.32
Vendor 4090 - Public Employee Retirement System				Total:	894,449.39

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 13079 - Rachel Soto					
533104	08/06/2024	Rachel Soto	2004535.001	Refund - Brit West Soccer Ca...	180.00
Vendor 13079 - Rachel Soto Total:					180.00
Vendor: 4532 - Rafael Mendoza					
533105	08/06/2024	Rafael Mendoza	071224	Reimbursement for Work Pan...	250.00
533105	08/06/2024	Rafael Mendoza	071524	Wellness Reimbursement	150.00
Vendor 4532 - Rafael Mendoza Total:					400.00
Vendor: 12891 - Rayshell Anderson					
533106	08/06/2024	Rayshell Anderson	2004585.001	Refund-Picnic Shelter Deposit-...	40.00
Vendor 12891 - Rayshell Anderson Total:					40.00
Vendor: 7126 - Reef Point Studios Inc.					
533107	08/06/2024	Reef Point Studios Inc.	5140	Red Cap S/S 2XL	407.93
533107	08/06/2024	Reef Point Studios Inc.	5140	American Apparel Long Sleeve...	62.84
533107	08/06/2024	Reef Point Studios Inc.	5140	Red Cap SP14 S/S XL	115.76
533107	08/06/2024	Reef Point Studios Inc.	5140	Red Cap SP24 Long Sleeve S/S...	125.69
533107	08/06/2024	Reef Point Studios Inc.	5140	YP Flex Fit Classic 6007 Navy C...	655.99
533107	08/06/2024	Reef Point Studios Inc.	5140	Adidas A230 Polo's	192.94
533107	08/06/2024	Reef Point Studios Inc.	5140	American Apparel Long Sleeve...	291.05
Vendor 7126 - Reef Point Studios Inc. Total:					1,852.20
Vendor: 12285 - Roadline Products Inc. USA					
533108	08/06/2024	Roadline Products Inc. USA	20114	2" Square 14Ga X 10' Perforat...	10,997.44
533108	08/06/2024	Roadline Products Inc. USA	20114	2 1/4" X 30 Anchor	7,213.69
Vendor 12285 - Roadline Products Inc. USA Total:					18,211.13
Vendor: 3066 - Rusher Air Conditioning					
533109	08/06/2024	Rusher Air Conditioning	2101484	Calibrated Pneumatic Thermo...	770.00
Vendor 3066 - Rusher Air Conditioning Total:					770.00
Vendor: 3134 - S & J Supply Co., Inc.					
533110	08/06/2024	S & J Supply Co., Inc.	S100233721.001	JW5252 PC J&R W5-1/4 Conc ...	507.16
533110	08/06/2024	S & J Supply Co., Inc.	S100233721.001	JW52555RL J&R W5-1/4 W5-1...	209.48
533110	08/06/2024	S & J Supply Co., Inc.	S100233920.001	JMBAPJ1 1" CTS PJ Ball AMS	1,124.55
533110	08/06/2024	S & J Supply Co., Inc.	S100234099.001	HE68 6" X 6" CI Hyd Ext CI Bo 8..	242.55
533110	08/06/2024	S & J Supply Co., Inc.	S100234099.001	6" Hyd Break Off B&N Set 8-H...	66.15
533110	08/06/2024	S & J Supply Co., Inc.	S100234099.001	Narg6 6" 150# non Asb Ring G...	7.72
Vendor 3134 - S & J Supply Co., Inc. Total:					2,157.61
Vendor: 7463 - Sakioka Wholesale Nursery, Inc.					
533111	08/06/2024	Sakioka Wholesale Nursery, In...	20101224	Arbutus Marina STD	186.69
533111	08/06/2024	Sakioka Wholesale Nursery, In...	20101224	Tradescantia P. Purple Heart	63.95
533111	08/06/2024	Sakioka Wholesale Nursery, In...	20101224	Dusty Miller	18.74
Vendor 7463 - Sakioka Wholesale Nursery, Inc. Total:					269.38
Vendor: 6750 - Samurai Action Studio, Inc.					
533112	08/06/2024	Samurai Action Studio, Inc.	072324	Gymnastics Instructor	871.50
Vendor 6750 - Samurai Action Studio, Inc. Total:					871.50
Vendor: 13090 - Sayako Takagi					
533113	08/06/2024	Sayako Takagi	2004560.001	Refund-Brit West Soccer Camp	360.00
Vendor 13090 - Sayako Takagi Total:					360.00
Vendor: 7394 - Sharmone P. La Rose					
533114	08/06/2024	Sharmone P. La Rose	072224	Gentle Yoga Class Instructor	695.80
Vendor 7394 - Sharmone P. La Rose Total:					695.80
Vendor: 7320 - Sonsray Machinery LLC.					
533115	08/06/2024	Sonsray Machinery LLC.	SWO043329-1	Backhoe 12" 580SV Bucket	2,367.08
533115	08/06/2024	Sonsray Machinery LLC.	SWO043329-1	Backhoe 12" 580SV Bucket-Pin..	286.46
533115	08/06/2024	Sonsray Machinery LLC.	SWO043329-1	Backhoe 12" 580SV Bucket-Pin	262.20
533115	08/06/2024	Sonsray Machinery LLC.	SWO043329-1	Shop Supply	132.30
533115	08/06/2024	Sonsray Machinery LLC.	SWO043329-1	Miscellaneous Charges	125.00
533115	08/06/2024	Sonsray Machinery LLC.	SWO043329-1	1/2" Hook	46.54
533115	08/06/2024	Sonsray Machinery LLC.	SWO043329-1	Environmental Charges	20.95

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
533115	08/06/2024	Sonsray Machinery LLC.	SWO043329-1	Labor	950.00
Vendor 7320 - Sonsray Machinery LLC.				Total:	4,190.53
Vendor: 3544 - South Bay Cities Council of Governments					
533116	08/06/2024	South Bay Cities Council of Go...	August 24	Monthly City Manager's Meet...	35.00
Vendor 3544 - South Bay Cities Council of Governments Total:					35.00
Vendor: 5050 - Southern California Edison Co.					
533015	07/23/2024	Southern California Edison Co.	700007178650-071124	Narbonne Pedestrian Crosswa...	53.34
533015	07/23/2024	Southern California Edison Co.	700037130331-071824	City Hall	11,344.08
533015	07/23/2024	Southern California Edison Co.	700154659268-071624	Traffic Signals	36.77
533015	07/23/2024	Southern California Edison Co.	700315053620-071824	Lomita Park	17.34
533015	07/23/2024	Southern California Edison Co.	700492524416-071124	Hathaway Park	19.31
533117	08/06/2024	Southern California Edison Co.	700480902095-082324	Narbonne Pedestrian Crosswa...	141.39
Vendor 5050 - Southern California Edison Co.				Total:	11,612.23
Vendor: 12456 - Sportball					
533118	08/06/2024	Sportball	071124	Comprehensive Sports Class In...	1,388.10
Vendor 12456 - Sportball Total:					1,388.10
Vendor: 6242 - Swank Motion Pictures					
533119	08/06/2024	Swank Motion Pictures	RG 3682251	Movie Rentals	525.00
Vendor 6242 - Swank Motion Pictures				Total:	525.00
Vendor: 12863 - Tetra Tech Inc					
533120	08/06/2024	Tetra Tech Inc	52278025	New Roof Design for Appian ...	270.00
Vendor 12863 - Tetra Tech Inc Total:					270.00
Vendor: 6085 - Thompson Building Materials					
533121	08/06/2024	Thompson Building Materials	IV-I69649	Returning Pallet	-33.08
533121	08/06/2024	Thompson Building Materials	IV-I69908	Blue Maskn Tape 2" 18 Rolls/...	60.66
533121	08/06/2024	Thompson Building Materials	IV-I69910	Sir Mix Pallet Deposit	40.79
533121	08/06/2024	Thompson Building Materials	IV-I69910	Sir Mix 90 lb Concrete Mix	250.82
533121	08/06/2024	Thompson Building Materials	IV-I69910	Misc Base Skip	56.23
533121	08/06/2024	Thompson Building Materials	IV-I69938	Sir Mx Pallet Deposit	81.58
533121	08/06/2024	Thompson Building Materials	IV-I69938	Sir Mix Pallet Deposit	-40.79
533121	08/06/2024	Thompson Building Materials	IV-I69938	Sir Mix 90 lb Concrete Mix	-250.82
533121	08/06/2024	Thompson Building Materials	IV-I69938	Sir Mix 60 lb Concrete Mix	492.16
533121	08/06/2024	Thompson Building Materials	IV-I69947	Sir Mix Pallet Return	-33.08
533121	08/06/2024	Thompson Building Materials	IV-I69947	Sir Mix 60 lb Concrete Mix	-25.63
533121	08/06/2024	Thompson Building Materials	IV-I70080	Makita 6" MTL/Progressive Bl...	40.84
533121	08/06/2024	Thompson Building Materials	IV-I70080	2 X 4 X 16 D. F. Lumber	63.50
533121	08/06/2024	Thompson Building Materials	IV-I70080	8 lb Sledge Hammer Wood Ha...	45.00
533121	08/06/2024	Thompson Building Materials	IV-I70080	Super Soft Kneepads	60.44
533121	08/06/2024	Thompson Building Materials	IV-I70080	PS Rebar Cap OSHA #3-#8	19.71
533121	08/06/2024	Thompson Building Materials	IV-I70080	Lumber Fee	0.58
533121	08/06/2024	Thompson Building Materials	IV-I70080	XL Hydro Sponge	4.41
533121	08/06/2024	Thompson Building Materials	IV-I70080	Marking Paint	9.18
533121	08/06/2024	Thompson Building Materials	IV-I70080	Marking Paint	9.66
533121	08/06/2024	Thompson Building Materials	IV-I70080	Bucket 5 Gal	13.01
533121	08/06/2024	Thompson Building Materials	IV-I70080	Makita 8" Wood Recipe Blade...	34.29
533121	08/06/2024	Thompson Building Materials	IV-I70080	4.5 X 0.40X7/8 SLM CT MTL Pe...	22.23
533121	08/06/2024	Thompson Building Materials	IV-I70080	7-1/4 24T Saw Blade Diablo D...	13.29
533121	08/06/2024	Thompson Building Materials	IV-I70080	#4 Rebar 1/2 DMSTC Grade 40	18.74
533121	08/06/2024	Thompson Building Materials	IV-I70081	Sir Mix Pallet Deposit	81.59
533121	08/06/2024	Thompson Building Materials	IV-I70081	Sir Mix 60 lb Concrete Mix	492.15
533121	08/06/2024	Thompson Building Materials	IV-I70098	Quick Fast Set Concrete 50 lb	33.34
533121	08/06/2024	Thompson Building Materials	IV-I70098	3" Poly Brush	6.57
533121	08/06/2024	Thompson Building Materials	IV-I70098	Makita 9" Demo Blade	19.44
533121	08/06/2024	Thompson Building Materials	IV-I70100	PS Wood Screw 8 X 2-1/2 1 lb ...	8.37
533121	08/06/2024	Thompson Building Materials	IV-I70288	Rebar Cap OSHA #3-#8	49.28
533121	08/06/2024	Thompson Building Materials	IV-I70339	2 X 4 X 16 D.F. Form Lumber	25.40
533121	08/06/2024	Thompson Building Materials	IV-I70339	Lumber Fee	0.23
533121	08/06/2024	Thompson Building Materials	IV-I70385	Misc Base Skip	74.97

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
533121	08/06/2024	Thompson Building Materials	IV-I70385	Caution Tape 3 X 1000 Yellow...	9.90
533121	08/06/2024	Thompson Building Materials	IV-I70385	Rebar Cap Osha #3-#8	16.43
533121	08/06/2024	Thompson Building Materials	IV-I70385	18 Flat Steel Stakes	118.19
533121	08/06/2024	Thompson Building Materials	IV-I70386	Lumber Fee	0.23
533121	08/06/2024	Thompson Building Materials	IV-I70386	2 X 4 X 16 D. F. Form Lumber ...	25.40
533121	08/06/2024	Thompson Building Materials	IV-I70411	Sir Mix 60 lb Concrete Mix	246.08
533121	08/06/2024	Thompson Building Materials	IV-I70411	Sir Mix Pallet Deposit	40.79
533121	08/06/2024	Thompson Building Materials	IV-I70411	Bucket 5 Gal	13.01
533121	08/06/2024	Thompson Building Materials	IV-I70411	Hydro Sponge	2.21
533121	08/06/2024	Thompson Building Materials	IV-I70413	Sir Mix 60 lb Concrete Mix	51.27
533121	08/06/2024	Thompson Building Materials	IV-I70423	60" Wood Broom Handle	9.10
533121	08/06/2024	Thompson Building Materials	IV-I70423	Sir Mix Pallet Deposit	40.79
533121	08/06/2024	Thompson Building Materials	IV-I70423	Conc Finish Brush Soft	46.02
533121	08/06/2024	Thompson Building Materials	IV-I70423	Sir Mix 60 lb Concrete Mix	246.07
Vendor 6085 - Thompson Building Materials				Total:	2,610.55
Vendor: 12974 - Transtech Engineers, Inc.					
533123	08/06/2024	Transtech Engineers, Inc.	20244405	Engineering Services-Pedestri...	19,276.00
Vendor 12974 - Transtech Engineers, Inc.				Total:	19,276.00
Vendor: 9100 - Tripepi Smith and Associates					
533124	08/06/2024	Tripepi Smith and Associates	12726	Citywide Communication & E...	3,347.08
533124	08/06/2024	Tripepi Smith and Associates	12726	Citywide Communication & E...	3,347.09
Vendor 9100 - Tripepi Smith and Associates				Total:	6,694.17
Vendor: 3037 - TS3 Fulfillment					
533125	08/06/2024	TS3 Fulfillment	16932	Youth Sport Shirts	1,542.75
533125	08/06/2024	TS3 Fulfillment	16933	Youth Sport Shirts	1,542.75
533125	08/06/2024	TS3 Fulfillment	16934	Youth Sport Shirts	1,542.75
533125	08/06/2024	TS3 Fulfillment	16936	Long Sleeve	30.87
533125	08/06/2024	TS3 Fulfillment	16936	Button Down Work Shirt	29.76
533125	08/06/2024	TS3 Fulfillment	16936	Short Sleeve	26.46
533125	08/06/2024	TS3 Fulfillment	16936	Caps C812	237.26
Vendor 3037 - TS3 Fulfillment				Total:	4,952.60
Vendor: 3123 - Underground Service Alert/SC					
533126	08/06/2024	Underground Service Alert/SC	520240415	62 Dig Alerts & Monthly Main...	116.75
Vendor 3123 - Underground Service Alert/SC				Total:	116.75
Vendor: 13080 - Vanessa Duschane					
533127	08/06/2024	Vanessa Duschane	2004539.001	Refund-Picnic Shelter Deposit-...	75.00
Vendor 13080 - Vanessa Duschane				Total:	75.00
Vendor: 13091 - Vanessa Mejia					
533128	08/06/2024	Vanessa Mejia	2004576.001	Refund-Tom Rico Center Depo...	200.00
Vendor 13091 - Vanessa Mejia				Total:	200.00
Vendor: 6477 - Verizon Wireless Government Mkts					
533129	08/06/2024	Verizon Wireless Government...	9969097280	Employee Phone Charge	37.50
Vendor 6477 - Verizon Wireless Government Mkts				Total:	37.50
Vendor: 4130 - Vision Service Plan (CA)					
533130	08/06/2024	Vision Service Plan (CA)	0820857307	Cobra-July 24	56.56
533130	08/06/2024	Vision Service Plan (CA)	0820857307	Cobra-July 24	10.33
533130	08/06/2024	Vision Service Plan (CA)	0820857307	Cobra-July 24	12.62
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	440.09
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	59.67
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	16.06
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	42.39
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	22.95
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	22.95
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	38.24
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	43.62
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	45.90
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	41.31
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	88.83

Warrant Register

Payment Dates: 7/17/2024 - 8/6/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	34.45
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	2.30
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	4.59
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	9.18
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	4.59
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	37.09
533130	08/06/2024	Vision Service Plan (CA)	820857347	Employee Vision Insurance-Jul...	118.69
Vendor 4130 - Vision Service Plan (CA)				Total:	1,152.41

Vendor: 7373 - Wells Fargo Vendor Financial Services

533131	08/06/2024	Wells Fargo Vendor Financial ...	5030549732	BP-70C55 Copier Lease July 24	342.43
Vendor 7373 - Wells Fargo Vendor Financial Services				Total:	342.43

Vendor: 7063 - Westfield Electric

533132	08/06/2024	Westfield Electric	3654	Repair Lighting-Labor	231.00
533132	08/06/2024	Westfield Electric	3654	LED T8 Replacement	68.00
533132	08/06/2024	Westfield Electric	3662	14" Exterior Ceiling Light	185.00
533132	08/06/2024	Westfield Electric	3662	Replace Lights	462.00
533132	08/06/2024	Westfield Electric	3662	6" Disk Light	220.00
533132	08/06/2024	Westfield Electric	3663	Inground Concrete Grade Box	375.00
533132	08/06/2024	Westfield Electric	3663	Replace Inground Concrete Gr...	693.00
Vendor 7063 - Westfield Electric				Total:	2,234.00

Vendor: 6102 - Yunex, LLC

533133	08/06/2024	Yunex, LLC	90002166	Traffic Signal Maintenance Ma...	443.03
Vendor 6102 - Yunex, LLC Total:				443.03	

Vendor: 6313 - Zep Manufacturing

533134	08/06/2024	Zep Manufacturing	9010028062	Air Freshener 12-Case	482.54
Vendor 6313 - Zep Manufacturing				Total:	482.54

Grand Total: 1,612,218.45

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	1,225,072.63
205 - State Gas Tax	28,120.82
209 - Measure M	3,375.10
215 - Community Development Block Grant	2,252.25
220 - Proposition A Local Return	11,304.94
230 - Transportation Development Act Article 3	19,276.00
255 - Park Athletic	6,159.30
257 - Park Grant	1,740.00
310 - Capital Improvement	24,450.00
311 - Street Improvement	1,019.94
312 - Facility Improvement	10,000.00
510 - Water Operations	261,625.98
520 - Water Capital	11,930.20
611 - Park Equipment Replacement	4,386.29
612 - Sewer Replacement	1,505.00
Grand Total:	1,612,218.45

Account Summary

Account Number	Account Name	Payment Amount
100-000-2510.000	PERS	27,112.18
100-000-2524.000	Other Employee Deducti...	88.45
100-000-2535.000	Accident Insurance	1,296.83
100-000-2545.000	Vision Insurance	496.65
100-000-2550.000	Federal Withholding	22,562.90
100-000-2555.000	State Withholding	7,646.36
100-000-2560.000	Deferred Compensation	12,254.59
100-000-4455.000	Parks and Recreation Fe...	1,075.00
100-000-4465.000	Animal Care and Control	-1,251.00
100-000-4510.000	Park Rentals	1,334.64
100-110-5207.000	Medicare	9.42
100-110-5217.000	PERS Tier 3 (2%@62)	53.73
100-110-5224.000	PERS Tier 3 Unfunded Li...	22.00
100-110-5430.000	Conferences and Meetin...	926.85
100-110-5505.000	Office Supplies and Expe...	47.03
100-120-5305.000	Legal Services	47,890.09
100-125-5205.000	Health Insurance	2,407.50
100-125-5207.000	Medicare	286.80
100-125-5215.000	PERS Tier 1 (2.5%@55)	1,857.68
100-125-5216.000	PERS Tier 2 (2%@60)	1,264.86
100-125-5217.000	PERS Tier 3 (2%@62)	769.02
100-125-5222.000	PERS Tier 1 Unfunded Li...	26,449.00
100-125-5223.000	PERS Tier 2 Unfunded Li...	853.00
100-125-5224.000	PERS Tier 3 Unfunded Li...	460.00
100-125-5345.000	Contractual Services	7,832.08
100-125-5420.000	Mileage Reimbursement	16.21
100-125-5430.000	Conferences and Meetin...	35.00
100-125-5755.000	Special Department Supp..	170.30
100-130-5205.000	Health Insurance	388.87
100-130-5207.000	Medicare	104.04
100-130-5215.000	PERS Tier 1 (2.5%@55)	416.81
100-130-5216.000	PERS Tier 2 (2%@60)	475.30
100-130-5217.000	PERS Tier 3 (2%@62)	566.26
100-130-5222.000	PERS Tier 1 Unfunded Li...	8,782.00
100-130-5223.000	PERS Tier 2 Unfunded Li...	283.00
100-130-5224.000	PERS Tier 3 Unfunded Li...	153.00
100-130-5425.000	Dues and Memberships	125.00
100-130-5505.000	Office Supplies and Expe...	135.12

Account Summary

Account Number	Account Name	Payment Amount
100-210-5205.000	Health Insurance	295.52
100-210-5207.000	Medicare	155.57
100-210-5215.000	PERS Tier 1 (2.5%@55)	537.68
100-210-5216.000	PERS Tier 2 (2%@60)	1,238.81
100-210-5217.000	PERS Tier 3 (2%@62)	692.44
100-210-5222.000	PERS Tier 1 Unfunded Li...	14,614.00
100-210-5223.000	PERS Tier 2 Unfunded Li...	471.00
100-210-5224.000	PERS Tier 3 Unfunded Li...	254.00
100-210-5310.000	Auditors	695.00
100-210-5340.000	Professional Services	1,413.51
100-230-5205.000	Health Insurance	168.90
100-230-5207.000	Medicare	34.06
100-230-5215.000	PERS Tier 1 (2.5%@55)	613.60
100-230-5216.000	PERS Tier 2 (2%@60)	670.80
100-230-5217.000	PERS Tier 3 (2%@62)	2,240.99
100-230-5222.000	PERS Tier 1 Unfunded Li...	477,133.00
100-230-5223.000	PERS Tier 2 Unfunded Li...	1,358.00
100-230-5224.000	PERS Tier 3 Unfunded Li...	1,637.00
100-230-5305.000	Legal Services	503.25
100-230-5340.000	Professional Services	9,850.00
100-230-5345.000	Contractual Services	482.00
100-230-5755.000	Special Department Supp..	900.00
100-330-5320.000	Sheriff Contract	317,296.39
100-330-5323.000	Liability Trust Fund	37,464.35
100-335-5205.000	Health Insurance	154.06
100-335-5207.000	Medicare	40.88
100-335-5217.000	PERS Tier 3 (2%@62)	419.00
100-335-5224.000	PERS Tier 3 Unfunded Li...	101.00
100-335-5505.000	Office Supplies and Expe...	14.32
100-335-5710.000	Equipment Maintenance	351.26
100-336-5325.000	Animal Care and Control	12,025.03
100-410-5205.000	Health Insurance	764.53
100-410-5207.000	Medicare	312.68
100-410-5217.000	PERS Tier 3 (2%@62)	2,992.22
100-410-5224.000	PERS Tier 3 Unfunded Li...	402.00
100-410-5341.000	Property Nuisance Abat...	2,926.44
100-410-5345.000	Contractual Services	300.00
100-410-5415.000	Communications	37.50
100-440-5415.000	Communications	29.15
100-440-5525.000	Equipment Under \$5k	105.53
100-440-5605.000	Rents and Leases	694.92
100-605-5205.000	Health Insurance	403.38
100-605-5207.000	Medicare	164.17
100-605-5215.000	PERS Tier 1 (2.5%@55)	761.47
100-605-5216.000	PERS Tier 2 (2%@60)	315.07
100-605-5217.000	PERS Tier 3 (2%@62)	1,028.80
100-605-5222.000	PERS Tier 1 Unfunded Li...	13,171.00
100-605-5223.000	PERS Tier 2 Unfunded Li...	425.00
100-605-5224.000	PERS Tier 3 Unfunded Li...	229.00
100-605-5340.000	Professional Services	2,880.00
100-605-5345.000	Contractual Services	5,301.77
100-605-5505.000	Office Supplies and Expe...	41.56
100-610-5205.000	Health Insurance	329.35
100-610-5207.000	Medicare	112.75
100-610-5216.000	PERS Tier 2 (2%@60)	701.92
100-610-5217.000	PERS Tier 3 (2%@62)	676.67
100-610-5223.000	PERS Tier 2 Unfunded Li...	334.00
100-610-5224.000	PERS Tier 3 Unfunded Li...	180.00

Account Summary

Account Number	Account Name	Payment Amount
100-710-5205.000	Health Insurance	259.16
100-710-5207.000	Medicare	146.87
100-710-5215.000	PERS Tier 1 (2.5%@55)	637.21
100-710-5217.000	PERS Tier 3 (2%@62)	754.34
100-710-5222.000	PERS Tier 1 Unfunded Li...	18,115.00
100-710-5224.000	PERS Tier 3 Unfunded Li...	315.00
100-710-5405.000	Utilities	11,344.08
100-710-5510.000	Small Tools	29.19
100-710-5515.000	Uniform Expense	659.83
100-710-5705.000	General Maintenance	12,359.16
100-730-5205.000	Health Insurance	269.41
100-730-5207.000	Medicare	285.37
100-730-5215.000	PERS Tier 1 (2.5%@55)	1,481.60
100-730-5217.000	PERS Tier 3 (2%@62)	773.16
100-730-5222.000	PERS Tier 1 Unfunded Li...	27,923.00
100-730-5224.000	PERS Tier 3 Unfunded Li...	486.00
100-730-5345.000	Contractual Services	2,083.90
100-730-5410.000	Advertising	1,052.87
100-730-5435.000	Training and Education	871.50
100-735-5345.000	Contractual Services	525.00
100-735-5460.000	Insurance - Liability and ...	297.00
100-735-5754.339	Teen Program	105.17
100-735-5755.000	Special Department Supp..	6,766.85
100-735-5755.118	Founder's Day	21,709.09
100-740-5205.000	Health Insurance	765.05
100-740-5207.000	Medicare	146.04
100-740-5215.000	PERS Tier 1 (2.5%@55)	698.52
100-740-5216.000	PERS Tier 2 (2%@60)	1,107.03
100-740-5217.000	PERS Tier 3 (2%@62)	311.87
100-740-5222.000	PERS Tier 1 Unfunded Li...	14,363.00
100-740-5223.000	PERS Tier 2 Unfunded Li...	463.00
100-740-5224.000	PERS Tier 3 Unfunded Li...	250.00
100-740-5405.000	Utilities	36.65
100-740-5510.000	Small Tools	61.80
100-740-5515.000	Uniform Expense	750.00
100-740-5705.000	General Maintenance	666.42
100-740-5710.000	Equipment Maintenance	522.39
100-750-5207.000	Medicare	33.44
100-750-5505.000	Office Supplies and Expe...	7.99
100-750-5705.000	General Maintenance	55.80
100-750-5755.000	Special Department Supp..	741.00
205-610-5205.000	Health Insurance	302.27
205-610-5207.000	Medicare	71.10
205-610-5217.000	PERS Tier 3 (2%@62)	554.41
205-610-5224.000	PERS Tier 3 Unfunded Li...	143.00
205-610-5335.000	Maintenance & License ...	3,756.61
205-610-5405.000	Utilities	231.50
205-610-5515.000	Uniform Expense	187.37
205-610-5705.000	General Maintenance	19,094.03
205-610-5710.000	Equipment Maintenance	405.43
205-810-5806.374	Narbonne South Street ...	3,375.10
209-810-5806.374	Narbonne South Street ...	3,375.10
215-550-5340.000	Professional Services	891.25
215-550-5345.000	Contractual Services	741.00
215-560-5340.000	Professional Services	620.00
220-340-5205.000	Health Insurance	35.27
220-340-5207.000	Medicare	13.15
220-340-5215.000	PERS Tier 1 (2.5%@55)	95.58

Account Summary

Account Number	Account Name	Payment Amount
220-340-5216.000	PERS Tier 2 (2%@60)	67.90
220-340-5217.000	PERS Tier 3 (2%@62)	37.75
220-340-5222.000	PERS Tier 1 Unfunded Li...	1,131.00
220-340-5223.000	PERS Tier 2 Unfunded Li...	36.00
220-340-5224.000	PERS Tier 3 Unfunded Li...	20.00
220-340-5345.000	Contractual Services	9,868.29
230-810-5806.381	LMD Pedestrian & Lands...	19,276.00
255-760-5205.000	Health Insurance	29.93
255-760-5207.000	Medicare	7.82
255-760-5217.000	PERS Tier 3 (2%@62)	85.91
255-760-5224.000	PERS Tier 3 Unfunded Li...	11.00
255-760-5335.163	Adult Soccer Official/Sco...	90.00
255-760-5506.000	Sport Supplies	5,063.64
255-760-5735.000	Miscellaneous Expense	871.00
257-830-5345.379	Contractual Services	1,740.00
310-820-5820.376	Railroad Museum Impro...	24,450.00
311-810-5806.380	Sidewalk Improvement P...	1,019.94
312-820-5820.136	EV Charging Stations	10,000.00
510-110-5207.000	Medicare	1.06
510-110-5217.000	PERS Tier 3 (2%@62)	5.97
510-110-5224.000	PERS Tier 3 Unfunded Li...	2.00
510-120-5305.000	Legal Services	4,365.90
510-125-5205.000	Health Insurance	548.38
510-125-5207.000	Medicare	53.83
510-125-5215.000	PERS Tier 1 (2.5%@55)	327.83
510-125-5216.000	PERS Tier 2 (2%@60)	421.62
510-125-5222.000	PERS Tier 1 Unfunded Li...	5,283.00
510-125-5223.000	PERS Tier 2 Unfunded Li...	170.00
510-130-5205.000	Health Insurance	106.04
510-130-5207.000	Medicare	30.13
510-130-5215.000	PERS Tier 1 (2.5%@55)	127.44
510-130-5216.000	PERS Tier 2 (2%@60)	135.80
510-130-5217.000	PERS Tier 3 (2%@62)	151.01
510-130-5222.000	PERS Tier 1 Unfunded Li...	2,465.00
510-130-5223.000	PERS Tier 2 Unfunded Li...	80.00
510-130-5224.000	PERS Tier 3 Unfunded Li...	43.00
510-220-5205.000	Health Insurance	327.50
510-220-5207.000	Medicare	138.02
510-220-5215.000	PERS Tier 1 (2.5%@55)	179.24
510-220-5216.000	PERS Tier 2 (2%@60)	1,147.75
510-220-5217.000	PERS Tier 3 (2%@62)	575.93
510-220-5222.000	PERS Tier 1 Unfunded Li...	11,693.00
510-220-5223.000	PERS Tier 2 Unfunded Li...	377.00
510-220-5224.000	PERS Tier 3 Unfunded Li...	203.00
510-230-5205.000	Health Insurance	168.87
510-230-5207.000	Medicare	34.42
510-230-5217.000	PERS Tier 3 (2%@62)	368.99
510-230-5222.000	PERS Tier 1 Unfunded Li...	142,520.00
510-230-5223.000	PERS Tier 2 Unfunded Li...	406.00
510-230-5224.000	PERS Tier 3 Unfunded Li...	521.00
510-230-5305.000	Legal Services	503.25
510-230-5340.000	Professional Services	3,850.00
510-230-5345.000	Contractual Services	125.00
510-630-5205.000	Health Insurance	2,101.65
510-630-5207.000	Medicare	568.90
510-630-5215.000	PERS Tier 1 (2.5%@55)	1,715.67
510-630-5216.000	PERS Tier 2 (2%@60)	2,359.13
510-630-5217.000	PERS Tier 3 (2%@62)	2,924.42

Account Summary

Account Number	Account Name	Payment Amount
510-630-5222.000	PERS Tier 1 Unfunded Li...	54,941.00
510-630-5223.000	PERS Tier 2 Unfunded Li...	1,772.00
510-630-5224.000	PERS Tier 3 Unfunded Li...	955.00
510-630-5338.000	Underground Service Ale...	116.75
510-630-5340.000	Professional Services	4,547.09
510-630-5435.000	Training and Education	1,800.00
510-630-5515.000	Uniform Expense	2,302.20
510-630-5525.000	Equipment Under \$5k	2,915.74
510-630-5705.000	General Maintenance	3,761.62
510-630-5710.000	Equipment Maintenance	1,387.83
520-840-5820.134	Emergency Generator	11,065.00
520-840-5821.239	Appian Way Roof	270.00
520-840-5821.374	Narbonne South Water ...	595.20
611-910-5705.000	General Maintenance	4,386.29
612-910-5345.000	Contractual Services	1,505.00
Grand Total:		1,612,218.45

Project Account Summary

Project Account Key	Payment Amount
None	1,537,052.11
205-Narbonne South Pipe Replacement	3,375.10
209-Narbonne South Pipe Replacement	3,375.10
520.134	11,065.00
520-Narbonne South Pipe Replacement	595.20
Appian Way Roof	270.00
EV Charging Stations	10,000.00
LMD Pedstrian & Landscape Improvements	19,276.00
Railroad Museum Improvements	24,450.00
Sidewalk Improvement Program	1,019.94
Stephenson Mainenance Project	1,740.00
Grand Total:	1,612,218.45



Lomita, CA

Warrant Register

By Vendor Name

Payment Dates 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7228 - #1 All Safe & Secure					
532924	07/16/2024	#1 All Safe & Secure	06-2024	Pre-Employee Live Scan	300.00
Vendor 7228 - #1 All Safe & Secure				Total:	300.00
Vendor: 6948 - A1 Lawnmower Shop					
532925	07/16/2024	A1 Lawnmower Shop	01599	Repair Edger	23.00
Vendor 6948 - A1 Lawnmower Shop				Total:	23.00
Vendor: 7353 - ACE Torrance Industrial Hardware					
532926	07/16/2024	ACE Torrance Industrial Hard...	011708	Leather Glove	22.04
532926	07/16/2024	ACE Torrance Industrial Hard...	011708	Gloves	17.54
532926	07/16/2024	ACE Torrance Industrial Hard...	011723	Carbon Steel Lopper	46.15
532926	07/16/2024	ACE Torrance Industrial Hard...	011723	Quick Set Epoxy .85 oz	8.81
532926	07/16/2024	ACE Torrance Industrial Hard...	011723	Y-157PH Chrysler PH	6.60
532926	07/16/2024	ACE Torrance Industrial Hard...	011723	All Purpose Caulk 5.5 oz	5.06
532926	07/16/2024	ACE Torrance Industrial Hard...	11715	Dual Force Black/Silver Multi ...	110.24
532926	07/16/2024	ACE Torrance Industrial Hard...	11715	Gorilla Tape	16.53
532926	07/16/2024	ACE Torrance Industrial Hard...	11715	Spray Paint	13.21
532926	07/16/2024	ACE Torrance Industrial Hard...	11715	Fastener	8.81
532926	07/16/2024	ACE Torrance Industrial Hard...	11715	Duty Striping	7.92
532926	07/16/2024	ACE Torrance Industrial Hard...	11715	Spray Paint	11.01
532926	07/16/2024	ACE Torrance Industrial Hard...	11715	Ben Ext Flat Base1 GL	61.20
532926	07/16/2024	ACE Torrance Industrial Hard...	11724	Gorilla Tape	16.53
532926	07/16/2024	ACE Torrance Industrial Hard...	11724	Spray Paint	18.86
532926	07/16/2024	ACE Torrance Industrial Hard...	11734	2" Reflective Black Vinyl Self-...	4.36
532926	07/16/2024	ACE Torrance Industrial Hard...	11734	Sharpie	2.08
Vendor 7353 - ACE Torrance Industrial Hardware				Total:	376.95
Vendor: 4015 - AFLAC					
532927	07/16/2024	AFLAC	434291	Employee Life/Accident Benefi..	53.90
532927	07/16/2024	AFLAC	434291	Employee Life/Accident Benefi..	32.63
532927	07/16/2024	AFLAC	434291	Employee Life/Accident Benefi..	22.36
532927	07/16/2024	AFLAC	434291	Employee Life/Accident Benefi..	61.87
Vendor 4015 - AFLAC				Total:	170.76
Vendor: 7445 - All City Management Services, Inc.					
532928	07/16/2024	All City Management Services, ..94455		Crossing Guard Services	1,103.32
Vendor 7445 - All City Management Services, Inc. Total:					1,103.32
Vendor: 6664 - Alliant Insurance Services					
532929	07/16/2024	Alliant Insurance Services	2720602	Founder's Day Event Insurance	1,928.00
532929	07/16/2024	Alliant Insurance Services	275290	Crime Insurance Renewal	1,234.00
Vendor 6664 - Alliant Insurance Services				Total:	3,162.00
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
532930	07/16/2024	Allied Waste Transfer Services ..4404-000022681		Dump Fee	114.16
Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS)				Total:	114.16
Vendor: 13072 - ALTA Language Services, Inc.					
532931	07/16/2024	ALTA Language Services, Inc.	IS727252	Listening & Speaking Test	55.00
Vendor 13072 - ALTA Language Services, Inc. Total:					55.00
Vendor: 12155 - Amazon Capital Services					
532932	07/16/2024	Amazon Capital Services	1C3N-HLVC-J6MJ	AED Defibrillator Replacement...	2,083.70
532932	07/16/2024	Amazon Capital Services	1D9F-TYJV-JC93	Tablecloths for Party Decorat...	9.91
532932	07/16/2024	Amazon Capital Services	1D9F-TYJV-JC93	Birthday Party Hanging Swirl	11.01
532932	07/16/2024	Amazon Capital Services	1D9F-TYJV-JC93	Necklace Hawaiian Leis	15.42
532932	07/16/2024	Amazon Capital Services	1D9F-TYJV-JC93	Party Decorations	6.06
532932	07/16/2024	Amazon Capital Services	1DMY-4CP4-VP RR	Logitech Left Wireless Mouse	38.58
532932	07/16/2024	Amazon Capital Services	1DMY-4CP4-YDLD	Magnetic Hooks	8.27

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532932	07/16/2024	Amazon Capital Services	1DMY-4CP4-YDLD	100-Pk Laminating Sheets	36.13
532932	07/16/2024	Amazon Capital Services	1HKK-TGHT-YF4Y	D-Line 6ft Floor Cord Cover	16.90
532932	07/16/2024	Amazon Capital Services	1HKK-TGHT-YF4Y	Cat 8 Ethernet Cable 15ft	8.81
532932	07/16/2024	Amazon Capital Services	1JK4-RR4-YDTL	Adjustable Standing Desk Con...	120.83
Vendor 12155 - Amazon Capital Services Total:					2,355.62

Vendor: 4010 - Ameritas Life Insurance

532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	211.64
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	2,165.72
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	195.84
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	38.08
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	40.80
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	57.02
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	54.40
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	163.20
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	114.24
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	103.36
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	108.80
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	97.92
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	318.61
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	81.60
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	5.44
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	10.88
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	21.76
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	10.88
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	68.00
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	57.02
532933	07/16/2024	Ameritas Life Insurance	070124	Employee Dental Insurance-Ju...	512.67
Vendor 4010 - Ameritas Life Insurance Total:					4,437.88

Vendor: 12257 - Aramsco Inc.

532934	07/16/2024	AramSCO Inc.	S6534192.001	Multi Fold Towels 250-Pk 16 P...	293.61
532934	07/16/2024	AramSCO Inc.	S6534192.001	Toilet Tissue 9" 2-Ply Jumbo	336.68
532934	07/16/2024	AramSCO Inc.	S6534192.001	Center Pull Towels 6-Case	71.55
Vendor 12257 - Aramsco Inc. Total:					701.84

Vendor: 4020 - Automatic Data Processing

11139	07/12/2024	Automatic Data Processing	665542770	Payroll Processing-Pay Ending ...	3,258.86
11139	07/12/2024	Automatic Data Processing	665542770	Payroll Processing-Pay Ending ...	1,086.29
11140	07/12/2024	Automatic Data Processing	665541608	Workforce Time & Attendance	716.36
11140	07/12/2024	Automatic Data Processing	665541608	Workforce Time & Attendance	238.79
Vendor 4020 - Automatic Data Processing Total:					5,300.30

Vendor: 3334 - Autozone, Inc.

532935	07/16/2024	Autozone, Inc.	2859136974	Pro Elite Automotive Tire Shine	9.40
532935	07/16/2024	Autozone, Inc.	2859136974	Windshield Washer	9.42
532935	07/16/2024	Autozone, Inc.	2859136974	Turtle Wax Wash & Wax	9.42
532935	07/16/2024	Autozone, Inc.	2859136974	Pro Elite Natural Chamois	25.13
532935	07/16/2024	Autozone, Inc.	2859148899	Duralast 6 Piece Hook & Pick ...	9.91
532935	07/16/2024	Autozone, Inc.	2859148899	Concentrated Car Wash	7.32
532935	07/16/2024	Autozone, Inc.	2859148899	O-Rings	10.99
Vendor 3334 - Autozone, Inc. Total:					81.59

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

532936	07/16/2024	B.D. White Top Soil Co.	90640	Brown Bark	55.13
532936	07/16/2024	B.D. White Top Soil Co.	90647	Brown Bark	82.69
532936	07/16/2024	B.D. White Top Soil Co.	90656	Brown Bark	165.38
532936	07/16/2024	B.D. White Top Soil Co.	90670	Brown Bark	110.25
Vendor 0415 - B.D. White Top Soil Co. Total:					413.45

Vendor: 6175 - Bones Ink

532937	07/16/2024	Bones Ink	10154	Gildan Navy T-shirt	464.73
532937	07/16/2024	Bones Ink	10154	Gildan Hoodies	824.67
532937	07/16/2024	Bones Ink	10154	Navy Adjustable Hat	66.15

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532937	07/16/2024	Bones Ink	10154	Gildan Blue T-shirt	132.30
532937	07/16/2024	Bones Ink	10154	Navy Adjustable Hat	198.45
Vendor 6175 - Bones Ink				Total:	1,686.30
Vendor: 7257 - Brit West Soccer					
532938	07/16/2024	Brit West Soccer	062024	Soccer Class Instructor	1,610.00
Vendor 7257 - Brit West Soccer				Total:	1,610.00
Vendor: 0605 - California Contract Cities Association					
532939	07/16/2024	California Contract Cities Asso...	515534	FY 2024-25 Membership Dues	3,926.62
Vendor 0605 - California Contract Cities Association				Total:	3,926.62
Vendor: 0685 - California Pro Sports					
532940	07/16/2024	California Pro Sports	14-19054	Diamond Baseball Official Littl...	661.37
532940	07/16/2024	California Pro Sports	14-19054	Outdoor Cap, Raised Logo Hats	2,256.07
Vendor 0685 - California Pro Sports Total:				Total:	2,917.44
Vendor: 0655 - California Water Service					
532941	07/16/2024	California Water Service	6984422222-062624	PV Dr. No. Rolling Vista Media...	288.56
532941	07/16/2024	California Water Service	8594422222-062624	Landscape Maintenance Distri...	783.26
Vendor 0655 - California Water Service				Total:	1,071.82
Vendor: 12501 - Charter Communications Operating, LLC					
532942	07/16/2024	Charter Communications Ope...	127562601070124	Internet Services	352.50
532942	07/16/2024	Charter Communications Ope...	127562601070124	Internet Services	352.50
Vendor 12501 - Charter Communications Operating, LLC Total:				Total:	705.00
Vendor: 13075 - Christine Kaono					
532943	07/16/2024	Christine Kaono	2004522.001	Refund-Tom Rico Deposit- No...	200.00
Vendor 13075 - Christine Kaono Total:				Total:	200.00
Vendor: 13068 - Christopher Adamzadeh					
532944	07/16/2024	Christopher Adamzadeh	062524	Mileage Reimbursement	33.50
Vendor 13068 - Christopher Adamzadeh Total:				Total:	33.50
Vendor: 3818 - City of Torrance					
532945	07/16/2024	City of Torrance	2024-00152586	Reimbursement for Traffic Sig...	14,325.00
532946	07/16/2024	City of Torrance	062124	Area "G" Alert South Bay Acco...	9,877.46
Vendor 3818 - City of Torrance				Total:	24,202.46
Vendor: 12703 - Clifford Sims					
532947	07/16/2024	Clifford Sims	062624	Forfeit Fee-Adult Basketball	80.00
Vendor 12703 - Clifford Sims Total:				Total:	80.00
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
532948	07/16/2024	Clinical Laboratory of San Ber...	2401008	Water Quality Report June 24	1,240.00
Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:				Total:	1,240.00
Vendor: 6751 - Conico Roro, Inc.					
532949	07/16/2024	Conico Roro, Inc.	063024	Car Wash	13.00
532949	07/16/2024	Conico Roro, Inc.	063024	Facilities	135.45
532949	07/16/2024	Conico Roro, Inc.	063024	Park	305.70
532949	07/16/2024	Conico Roro, Inc.	063024	Public Works	437.04
532949	07/16/2024	Conico Roro, Inc.	063024	Water	400.87
Vendor 6751 - Conico Roro, Inc.				Total:	1,292.06
Vendor: 7371 - Corporate Payment Systems					
532950	07/16/2024	Corporate Payment Systems	A. Vialpando 062524-July	2024 Annual Conference & Ex...	650.00
532950	07/16/2024	Corporate Payment Systems	A. Vialpando 062524-July	City Summit Registration	790.00
532950	07/16/2024	Corporate Payment Systems	A. Vialpando 062524-June	Staff Meeting Food	62.63
532950	07/16/2024	Corporate Payment Systems	B. Rindge 062524-July	APA California Conference Reg..	445.00
532950	07/16/2024	Corporate Payment Systems	B. Rindge 062524-June	Food	16.69
532950	07/16/2024	Corporate Payment Systems	C. Villa 062524	Founder's Day Banners	334.00
532950	07/16/2024	Corporate Payment Systems	D. Dixon 062524-July	Hotel	180.27
532950	07/16/2024	Corporate Payment Systems	D. Dixon 062524-June	Birthday Celebration	19.98
532950	07/16/2024	Corporate Payment Systems	D. Dixon 062524-June	Birthday Celebration	59.27
532950	07/16/2024	Corporate Payment Systems	D. Dixon 062524-June	Carla's Farewell	221.61
532950	07/16/2024	Corporate Payment Systems	G. Sugano 062524	Acrobat Pro	767.68

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532950	07/16/2024	Corporate Payment Systems	G. Sugano 062524	Office 365 Subscription May 24	973.80
532950	07/16/2024	Corporate Payment Systems	G. Sugano 062524	Phone Services May 24	1,303.28
532950	07/16/2024	Corporate Payment Systems	G. Sugano 062524	Zoom Video	15.99
532950	07/16/2024	Corporate Payment Systems	G. Sugano 062524	Internet May 24	162.48
532950	07/16/2024	Corporate Payment Systems	G. Sugano 062524	Internet May 24	162.47
532950	07/16/2024	Corporate Payment Systems	G. Sugano 062524	Office 365 Subscription May 24	973.81
532950	07/16/2024	Corporate Payment Systems	G. Sugano 062524	Phone Services May 24	1,303.27
532950	07/16/2024	Corporate Payment Systems	H. Flores 062524	Canopies for Founder's Day	142.98
532950	07/16/2024	Corporate Payment Systems	H. Flores 062524	Truck Bed	1,100.00
532950	07/16/2024	Corporate Payment Systems	K. Gregory 062524-July	Election Supplies	74.91
532950	07/16/2024	Corporate Payment Systems	K. Gregory 062524-June	Daily Breeze Subscription	18.00
532950	07/16/2024	Corporate Payment Systems	K. Gregory 062524-June	Poster Frames	34.12
532950	07/16/2024	Corporate Payment Systems	K. Gregory 062524-June	District Map Posters	31.53
532950	07/16/2024	Corporate Payment Systems	K. Gregory 062524-June	Poster Frame	26.27
532950	07/16/2024	Corporate Payment Systems	K. Gregory 062524-June	Dropbox	19.99
532950	07/16/2024	Corporate Payment Systems	K. Gregory 062524-June	District Map Posters	10.94
532950	07/16/2024	Corporate Payment Systems	K. Gregory 062524-June	Poster Frame-Credit	-18.83
532950	07/16/2024	Corporate Payment Systems	L. Abbott 062524-July	L.A County Division Ceremony...	75.00
532950	07/16/2024	Corporate Payment Systems	L. Abbott 062524-July	Annual Conference & Expo Re...	650.00
532950	07/16/2024	Corporate Payment Systems	L. Abbott 062524-June	City Council Meeting Dinner	83.32
532950	07/16/2024	Corporate Payment Systems	L. Abbott 062524-June	City Council Meeting Dinner	91.77
532950	07/16/2024	Corporate Payment Systems	L. Hernandez 062524-July	Annual Conference & Expo Re...	725.00
532950	07/16/2024	Corporate Payment Systems	L. Hernandez 062524-July	Annual Conference & Expo Re...	725.00
532950	07/16/2024	Corporate Payment Systems	L. Hernandez 062524-July	Annual Conference & Expo Re...	650.00
532950	07/16/2024	Corporate Payment Systems	L. Hernandez 062524-July	Annual Conference & Expo Re...	-75.00
532950	07/16/2024	Corporate Payment Systems	L. Hernandez 062524-July	Annual Conference & Expo Re...	-75.00
532950	07/16/2024	Corporate Payment Systems	L. Hernandez 062524-June	Refreshment	32.00
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-July	Teen Program-Knott's Berry F...	1,094.99
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-July	Teen Program-Deposit for Ga...	100.00
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-July	Teen Program-Summer Trip to...	290.24
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Canva Print Items	166.00
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Canva Subscription	12.99
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Mass Mobile Apps	99.00
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Teen Program Supplies	8.21
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Teen Program Supplies	35.94
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Teen Program Supplies	17.89
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Public Health Fee for Founder'...	7.95
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Public Health Fee for Founder'...	358.00
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Railroad Museum Ads	35.00
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Railroad Museum Ads	65.20
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Railroad Museum Ads	50.00
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Maintenance Supplies	41.50
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Railroad Museum-Food	226.00
532950	07/16/2024	Corporate Payment Systems	Lomita Park 062524-June	Railroad Museum-iCloud Stor...	0.99
532950	07/16/2024	Corporate Payment Systems	M. Andersen 062524	USC Annual Membership	225.00
532950	07/16/2024	Corporate Payment Systems	M. Andersen 062524	Office Supplies	111.29
532950	07/16/2024	Corporate Payment Systems	M. Andersen 062524	Office Supplies	32.97
532950	07/16/2024	Corporate Payment Systems	M. Andersen 062524	Office Supplies	197.34
532950	07/16/2024	Corporate Payment Systems	M. Andersen 062524	Water Maintenance Supplies	96.44
532950	07/16/2024	Corporate Payment Systems	M. Andersen 062524	Lithium Batteries	557.52
532950	07/16/2024	Corporate Payment Systems	M. Andersen 062524	Staff Lunch	85.68
532950	07/16/2024	Corporate Payment Systems	M. Andersen 062524	Staff Lunch	86.81
532950	07/16/2024	Corporate Payment Systems	R. Heaney 062524	Sport Supplies	114.62
532950	07/16/2024	Corporate Payment Systems	R. Heaney 062524	Keys	107.49
532950	07/16/2024	Corporate Payment Systems	S. Kamada 062524-July	Hotel	180.27
532950	07/16/2024	Corporate Payment Systems	S. Kamada 062524-June	Amazon-Membership Fee	65.78
532950	07/16/2024	Corporate Payment Systems	S. Kamada 062524-June	Amazon-Membership Fee	65.79
532950	07/16/2024	Corporate Payment Systems	S. Kamada 062524-June	Amazon-Membership Fee	65.78
532950	07/16/2024	Corporate Payment Systems	S. Ritchie 062524	Soccer Trophies & Medals	2,691.64
532950	07/16/2024	Corporate Payment Systems	S. Ritchie 062524	Sport Supplies	44.26

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532950	07/16/2024	Corporate Payment Systems	W. Lawson 062524	Property Report	168.72
532950	07/16/2024	Corporate Payment Systems	W. Lawson 062524	Car Wash	27.99
532950	07/16/2024	Corporate Payment Systems	W. Lawson 062524	Car Wash	22.00
532950	07/16/2024	Corporate Payment Systems	W. Lawson 062524	Gas	70.53
532950	07/16/2024	Corporate Payment Systems	W. Lawson 062524	Gas	63.75
532950	07/16/2024	Corporate Payment Systems	W. Lawson 062524	Gas	67.49
Vendor 7371 - Corporate Payment Systems				Total:	20,523.29
Vendor: 12721 - Cory Zedler					
532952	07/16/2024	Cory Zedler	060724	Reimbursement for Office Su...	64.16
532952	07/16/2024	Cory Zedler	063024	Mileage Reimbursement	13.80
Vendor 12721 - Cory Zedler Total:					77.96
Vendor: 6757 - Dataprose, Inc.					
532953	07/16/2024	Dataprose, Inc.	DP2402953	Water Bills	439.06
532953	07/16/2024	Dataprose, Inc.	DP2402953	Leak Letters	210.16
Vendor 6757 - Dataprose, Inc.				Total:	649.22
Vendor: 1075 - Department of Justice					
532954	07/16/2024	Department of Justice	747124	Live Scan June 24	224.00
Vendor 1075 - Department of Justice				Total:	224.00
Vendor: 7340 - Division of the State Architect					
532955	07/16/2024	Division of the State Architect	063024	April 24-June 24	150.40
Vendor 7340 - Division of the State Architect Total:					150.40
Vendor: 7438 - Duke Service Center, Inc.					
532956	07/16/2024	Duke Service Center, Inc.	063024	Park	574.55
532956	07/16/2024	Duke Service Center, Inc.	063024	Public Works	643.25
532956	07/16/2024	Duke Service Center, Inc.	063024	Water	287.17
Vendor 7438 - Duke Service Center, Inc.				Total:	1,504.97
Vendor: 12290 - Duncan's Soo Bahk Do, LLC					
532957	07/16/2024	Duncan's Soo Bahk Do, LLC	070824	Karate Class Instructor	1,759.80
Vendor 12290 - Duncan's Soo Bahk Do, LLC Total:					1,759.80
Vendor: 2095 - Ewing Irrigation Products					
532958	07/16/2024	Ewing Irrigation Products	22712003	LP-HS-101/23 Hose Swivel	130.34
532958	07/16/2024	Ewing Irrigation Products	22712003	LP-44K-10 1" QCV Key	153.94
532958	07/16/2024	Ewing Irrigation Products	22717211	10Q Rainbird Plastic Nozzle	14.00
532958	07/16/2024	Ewing Irrigation Products	22717211	8H Rainbird Plastic Nozzle	13.70
532958	07/16/2024	Ewing Irrigation Products	22717211	12H Rainbird Plastic Nozzle	14.00
532958	07/16/2024	Ewing Irrigation Products	22717211	12Q Rainbird Plastic Nozzle	14.00
532958	07/16/2024	Ewing Irrigation Products	22717211	8Q Rainbird Plastic Nozzle	14.00
532958	07/16/2024	Ewing Irrigation Products	22717211	10H Rainbird Plastic Nozzle	14.00
532958	07/16/2024	Ewing Irrigation Products	22725469	5" Digging Trench Shovel	61.63
532958	07/16/2024	Ewing Irrigation Products	22725469	6" Digging Trench Shovel	61.96
532958	07/16/2024	Ewing Irrigation Products	22725469	White Water Based Marking P...	6.64
Vendor 2095 - Ewing Irrigation Products				Total:	498.21
Vendor: 7144 - Hazen and Sawyer, P.C.					
532959	07/16/2024	Hazen and Sawyer, P.C.	20007-010-0000037	Consulting Services-CWPF	889.26
Vendor 7144 - Hazen and Sawyer, P.C.				Total:	889.26
Vendor: 3241 - Hinderliter, De Llamas & Associates					
532960	07/16/2024	Hinderliter, De Llamas & Assoc..	SIN039791	Sales Tax	1,378.14
532960	07/16/2024	Hinderliter, De Llamas & Assoc..	SIN040081	Measure L Tax	600.00
Vendor 3241 - Hinderliter, De Llamas & Associates				Total:	1,978.14
Vendor: 3052 - Home Depot Credit Services					
532961	07/16/2024	Home Depot Credit Services	0514922	C Alkaline Battery 12-Pack	37.20
532961	07/16/2024	Home Depot Credit Services	0514922	24 Blend String Mop	19.81
532961	07/16/2024	Home Depot Credit Services	0514922	Lysol Lemon Multi Purpose 32...	14.07
532961	07/16/2024	Home Depot Credit Services	0514922	Heavy Duty Dish Wand Refills ...	13.16
532961	07/16/2024	Home Depot Credit Services	0514922	Wire Wheel Assortment Set 6...	19.81
532961	07/16/2024	Home Depot Credit Services	0514922	Outlet Tester	6.48
532961	07/16/2024	Home Depot Credit Services	0514922	1/4" x 12" Universal Quick Rel...	12.92

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532961	07/16/2024	Home Depot Credit Services	1533473	Clipboard Storage Aluminum	55.08
532961	07/16/2024	Home Depot Credit Services	1646222	Handles Bypass Hand Pruner	66.11
532961	07/16/2024	Home Depot Credit Services	1646222	Diamond Tip Magnetic Screwd..	19.81
532961	07/16/2024	Home Depot Credit Services	1646222	Aluminum Storage Clipboard	27.23
532961	07/16/2024	Home Depot Credit Services	1646222	Work Gloves	21.40
532961	07/16/2024	Home Depot Credit Services	4524735	Battery 9V 6-Pk	19.47
532961	07/16/2024	Home Depot Credit Services	4524735	Smoke and Carbon Monoxide...	77.14
532961	07/16/2024	Home Depot Credit Services	6013382	Paint Recycle	1.50
532961	07/16/2024	Home Depot Credit Services	6013382	9" Standard Paint Roller Frame	19.76
532961	07/16/2024	Home Depot Credit Services	6013382	Spray Bottle	12.65
532961	07/16/2024	Home Depot Credit Services	6013382	5 gal White Base 1 Flat Latex E...	181.91
532961	07/16/2024	Home Depot Credit Services	6013382	Sharp Lines Multi-Surface Pain...	11.00
532961	07/16/2024	Home Depot Credit Services	6521796	Channellock 6-1/2"	20.87
532961	07/16/2024	Home Depot Credit Services	6970730	Carpet inspection Refund	-50.00
532961	07/16/2024	Home Depot Credit Services	8532175	Plumbers Cloth Abrasive Grit ...	10.82
532961	07/16/2024	Home Depot Credit Services	8532175	Leather Work Gloves	16.06
532961	07/16/2024	Home Depot Credit Services	8532175	Gripper Knit Glove	24.05
Vendor 3052 - Home Depot Credit Services				Total:	658.31
Vendor: 13074 - Jessica Carbajal					
532962	07/16/2024	Jessica Carbajal	2004519.001	Refund-Picnic Shelter Deposit-...	40.00
Vendor 13074 - Jessica Carbajal Total:				Total:	40.00
Vendor: 12635 - Kiley & Associates, LLC					
532963	07/16/2024	Kiley & Associates, LLC	LO 240701	Consulting Services, Legislative..	3,333.33
Vendor 12635 - Kiley & Associates, LLC Total:				Total:	3,333.33
Vendor: 3813 - L.A. County Auditor-Controller					
532964	07/16/2024	L.A. County Auditor-Controller	062724	LAFCO FY 2024-25	731.29
Vendor 3813 - L.A. County Auditor-Controller				Total:	731.29
Vendor: 3510 - L.A. County Department of Public Works					
532965	07/16/2024	L.A. County Department of Pu...	IN240001109	Street Light Assessment FY 20...	272.00
Vendor 3510 - L.A. County Department of Public Works				Total:	272.00
Vendor: 7541 - LAE Associates, Inc.					
532966	07/16/2024	LAE Associates, Inc.	24-400	LAE - 247 Project	3,180.00
Vendor 7541 - LAE Associates, Inc. Total:				Total:	3,180.00
Vendor: 3331 - Lee's Tires					
532967	07/16/2024	Lee's Tires	88497	2023 Ford F-150 Oil Change-P...	69.64
532967	07/16/2024	Lee's Tires	88497	2023 Ford F-150 Oil Change-L...	20.58
532967	07/16/2024	Lee's Tires	88700	2018 Ford Transit Connect Oil...	16.44
532967	07/16/2024	Lee's Tires	88700	2018 Ford Transit Connect Oil...	50.01
Vendor 3331 - Lee's Tires				Total:	156.67
Vendor: 6349 - Liebert Cassidy Whitmore					
532968	07/16/2024	Liebert Cassidy Whitmore	268911	HR Attorney	1,797.53
532968	07/16/2024	Liebert Cassidy Whitmore	268911	HR Attorney	1,797.52
Vendor 6349 - Liebert Cassidy Whitmore				Total:	3,595.05
Vendor: 12038 - Linda Abbott					
532969	07/16/2024	Linda Abbott	060624	Mileage Reimbursement	17.42
532969	07/16/2024	Linda Abbott	060624A	Reimbursement for Notary Tra...	40.00
Vendor 12038 - Linda Abbott Total:				Total:	57.42
Vendor: 3054 - Linde Gas & Equipment Inc.					
532970	07/16/2024	Linde Gas & Equipment Inc.	43607142	Acetylene Torch Rental	68.85
Vendor 3054 - Linde Gas & Equipment Inc. Total:				Total:	68.85
Vendor: 3903 - Lomita City Employees Association					
532971	07/16/2024	Lomita City Employees Associa...	July 24	Association Dues-July 24	1,035.00
Vendor 3903 - Lomita City Employees Association Total:				Total:	1,035.00
Vendor: 13005 - Lomita Mower & Saw Shop					
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Labor	188.00
532972	07/16/2024	Lomita Mower & Saw Shop	12242	HP Ultra Mix	6.62
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Handle Housing	33.06

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Cover Assy.	22.04
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Chain Sharpen	16.54
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Air Filter	12.12
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Molding	9.91
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Tank Flush	6.62
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Spark Plug	9.91
532972	07/16/2024	Lomita Mower & Saw Shop	12242	71 PM3 72DL	130.71
532972	07/16/2024	Lomita Mower & Saw Shop	12242	Fuel Filter	8.81
Vendor 13005 - Lomita Mower & Saw Shop Total:					444.34
Vendor: 3085 - Mark's Lock & Safe, Inc.					
532973	07/16/2024	Mark's Lock & Safe, Inc.	0000037301	Install Cameras	1,155.00
532973	07/16/2024	Mark's Lock & Safe, Inc.	0000037301	CAT6 Wire & Connectors	385.88
532973	07/16/2024	Mark's Lock & Safe, Inc.	0000037301	Camera	1,212.75
Vendor 3085 - Mark's Lock & Safe, Inc. Total:					2,753.63
Vendor: 12377 - Marlson Han					
532974	07/16/2024	Marlson Han	2004513.001	Refund-Gymnasium Deposit- ...	100.00
Vendor 12377 - Marlson Han Total:					100.00
Vendor: 13038 - McCormick Ambulance					
532975	07/16/2024	McCormick Ambulance	307006A	BLS Standby Founder's Day Ev...	625.00
Vendor 13038 - McCormick Ambulance Total:					625.00
Vendor: 13076 - Mike Graf					
532976	07/16/2024	Mike Graf	070924	Reimbursement for Table & C...	112.02
Vendor 13076 - Mike Graf Total:					112.02
Vendor: 3217 - MissionSquare Retirement					
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	2,478.30
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	12,224.48
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	534.92
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	121.16
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	4.87
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	56.30
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	38.20
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	230.97
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	86.69
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	71.12
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	58.77
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	65.91
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	125.14
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	104.01
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	58.51
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	18.70
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	10.52
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	13.02
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	7.32
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	1,243.11
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	142.53
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	32.92
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	27.92
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	56.29
11145	07/11/2024	MissionSquare Retirement	PE070524	Deferred Compensation Pay D...	439.60
Vendor 3217 - MissionSquare Retirement Total:					18,251.28
Vendor: 6828 - MJ Management Services, LLC					
532977	07/16/2024	MJ Management Services, LLC	CINV-059032	DAR June 24	473.33
Vendor 6828 - MJ Management Services, LLC Total:					473.33
Vendor: 7097 - NeoGov					
532978	07/16/2024	NeoGov	INV-45601	Software Services, Setup	100,000.00
Vendor 7097 - NeoGov Total:					100,000.00
Vendor: 7496 - Numa Networks					
532979	07/16/2024	Numa Networks	36459	SCADA System Access Setup	3,247.70

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532979	07/16/2024	Numa Networks	36500	IT Services July 24	5,119.58
532979	07/16/2024	Numa Networks	36500	IT Services July 24	5,119.57
532979	07/16/2024	Numa Networks	36559	HPE Aruba Networking Central..	1,085.62
532979	07/16/2024	Numa Networks	36559	HPE Aruba Networking Central..	1,085.62
Vendor 7496 - Numa Networks				Total:	15,658.09

Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp

532980	07/16/2024	Occupational Health Centers o...	83337116	Pre-Employee Physical Exam	835.00
Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:				Total:	835.00

Vendor: 6594 - Office Depot Business Solutions, LLC

532981	07/16/2024	Office Depot Business Solutio...	372862697001	Toner, Brother TN431Y	94.25
Vendor 6594 - Office Depot Business Solutions, LLC Total:				Total:	94.25

Vendor: 7143 - Onward Engineering

532982	07/16/2024	Onward Engineering	7571	Engineering Design-247th Str...	1,996.65
532982	07/16/2024	Onward Engineering	7572	Design Services for Zone G Wa...	79.00
Vendor 7143 - Onward Engineering				Total:	2,075.65

Vendor: 4105 - Pacific Western Bank

11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	1,219.24
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	19,860.79
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	2,764.01
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	3.39
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	103.23
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	36.28
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	53.75
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	11.97
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	13.07
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	13.34
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	92.34
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	3.19
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	52.78
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	3.24
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	42.70
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	42.93
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	6.99
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	52.40
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	47.00
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	63.15
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	14.18
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	42.18
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	21.06
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	2.67
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	8.22
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	4.63
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	5.63
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	3.17
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	512.88
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	0.38
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	19.24
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	10.59
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	48.63
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	12.10
11142	07/11/2024	Pacific Western Bank	PE070524	Federal & Medicare Taxes-Pay...	197.56
11143	07/11/2024	Pacific Western Bank	PE070524A	State Tax Withholdings Pay En...	7,680.05
Vendor 4105 - Pacific Western Bank				Total:	33,068.96

Vendor: 12824 - Palacios Law Office

532983	07/16/2024	Palacios Law Office	lomita-4005	Hearing Officer Services/Admi...	464.08
Vendor 12824 - Palacios Law Office Total:				Total:	464.08

Vendor: 12512 - Prints Pacific, Inc.

532984	07/16/2024	Prints Pacific, Inc.	20642	6" Simulated Applique Numbe...	12.00
--------	------------	----------------------	-------	--------------------------------	-------

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532984	07/16/2024	Prints Pacific, Inc.	20642	Baseball Jersey	24.75
532984	07/16/2024	Prints Pacific, Inc.	20642	3" Simulated Applique Names,...	30.00
Vendor 12512 - Prints Pacific, Inc. Total:					66.75

Vendor: 4090 - Public Employee Retirement System

11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	59.54
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	5,983.98
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	3,116.78
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	1,416.91
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	4,218.05
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	156.56
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	4,458.58
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	841.13
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	2,869.76
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	2,109.14
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	2,857.07
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	3,243.04
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	2,950.62
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	4,053.53
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	1,613.18
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	280.42
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	171.74
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	540.41
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	424.33
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	3,012.76
11145	07/10/2024	Public Employee Retirement S...	July 24	Employee Health Insurance-Ju...	9,221.42
Vendor 4090 - Public Employee Retirement System Total:					53,598.95

Vendor: 12173 - Race Communications

532985	07/16/2024	Race Communications	RC1240107	Internet Access SBCOG July 24	1,530.00
532985	07/16/2024	Race Communications	RC1240107	Internet Access SBCOG July 24	1,530.00
Vendor 12173 - Race Communications Total:					3,060.00

Vendor: 12285 - Roadline Products Inc. USA

532986	07/16/2024	Roadline Products Inc. USA	20146	Type II Barricade Plastic	1,701.19
Vendor 12285 - Roadline Products Inc. USA Total:					1,701.19

Vendor: 13057 - Roadway Construction Service

532987	07/16/2024	Roadway Construction Service	A76612	Fuel Surcharge	130.20
532987	07/16/2024	Roadway Construction Service	A76612	Fuel Surcharge	294.00
532987	07/16/2024	Roadway Construction Service	A76612	Administrative Service Fee	350.00
532987	07/16/2024	Roadway Construction Service	A76612	Lump Sum per Approved Traff...	1,600.00
532987	07/16/2024	Roadway Construction Service	A76612	Techs to Perform Initial Install...	2,760.00
532987	07/16/2024	Roadway Construction Service	A76612	Tear-Down & Pick-Up Road Cl...	3,300.00
Vendor 13057 - Roadway Construction Service Total:					8,434.20

Vendor: 13071 - Roger Sato

532988	07/16/2024	Roger Sato	2004514.001	Refund-Gymnasium Deposit- ...	100.00
Vendor 13071 - Roger Sato Total:					100.00

Vendor: 13069 - Rosario Michael Vincent Lopez

532989	07/16/2024	Rosario Michael Vincent Lopez	062624	Reimbursement for Work Pan...	151.79
Vendor 13069 - Rosario Michael Vincent Lopez Total:					151.79

Vendor: 3066 - Rusher Air Conditioning

532990	07/16/2024	Rusher Air Conditioning	2101478	Calibrated 5 Pneumatic Ther...	1,116.50
532990	07/16/2024	Rusher Air Conditioning	2102205	Adjust Pneumatic Control	154.00
Vendor 3066 - Rusher Air Conditioning Total:					1,270.50

Vendor: 7463 - Sakioka Wholesale Nursery, Inc.

532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Myers Asparagus	44.98
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Sedum N. Coppertone	50.27
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Festucca Glauca Elijah Blue	109.95
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Calocephalus Brownii Silver St...	70.56
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Kalanchoe Thyrsiflora Flapjacks	92.61
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Aloe Plicatilis	108.57

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Agave Alex	154.35
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Crassula Ovata Sunset	92.61
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Agave Ray of Light	95.09
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Senecio Vitalis	277.75
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Agave Ray of Light	205.07
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Mangave Lavendar Lady	195.95
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Senecio Mandraliscae	184.04
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Cordylone/Dracaena Pink Pass...	163.17
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Aeonium Cyclops	92.61
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Torbay Dazzler Ti Plant	138.92
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Cordylone/Dracaena Australis	110.25
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Myrtilllocactus Crests	117.71
532991	07/16/2024	Sakioka Wholesale Nursery, In...	20100645	Aloe Striata	99.23
Vendor 7463 - Sakioka Wholesale Nursery, Inc.				Total:	2,403.69

Vendor: 7188 - Sharp Business Systems

532992	07/16/2024	Sharp Business Systems	9004897511	MXC304W Copier Usage 3/23...	243.15
532992	07/16/2024	Sharp Business Systems	9004921911	BP-70C55 Copier Usage 06/03...	299.78
Vendor 7188 - Sharp Business Systems				Total:	542.93

Vendor: 3544 - South Bay Cities Council of Governments

532993	07/16/2024	South Bay Cities Council of Go...	July 24	Monthly City Manager's Meet...	45.00
Vendor 3544 - South Bay Cities Council of Governments				Total:	45.00

Vendor: 6944 - South Coast A.Q.M.D.

532994	07/16/2024	South Coast A.Q.M.D.	4377676	Generator Annual Renewal Fe...	541.04
532994	07/16/2024	South Coast A.Q.M.D.	4379221	Generator Emission Fees	165.96
Vendor 6944 - South Coast A.Q.M.D.				Total:	707.00

Vendor: 3543 - Southern California Association of Governments

532995	07/16/2024	Southern California Associatio...	SCAG FY25-0108	Membership Dues FY 2024-25	2,886.00
Vendor 3543 - Southern California Association of Governments				Total:	2,886.00

Vendor: 5050 - Southern California Edison Co.

532996	07/16/2024	Southern California Edison Co.	700006214310-070124	Lomita Park	1,260.98
532996	07/16/2024	Southern California Edison Co.	700006214310-070124	Street Lights	32.66
532996	07/16/2024	Southern California Edison Co.	700006214310-070124	Traffic Signals	33.80
532996	07/16/2024	Southern California Edison Co.	700006910888-070924	Railroad Museum	446.11
532996	07/16/2024	Southern California Edison Co.	700008444906-070924	Traffic Signals	753.16
532996	07/16/2024	Southern California Edison Co.	700016714053-070924	Lomita Park	3,125.43
532996	07/16/2024	Southern California Edison Co.	700016714053-070924	Western Pedestrian Crosswalk	17.61
532996	07/16/2024	Southern California Edison Co.	700016714053-070924	Appian Way	881.57
532996	07/16/2024	Southern California Edison Co.	700025877624-070124	Street Lights	575.85
532996	07/16/2024	Southern California Edison Co.	700025957042-070124	Street Lights	256.44
532996	07/16/2024	Southern California Edison Co.	700315793648-070124	Street Lights	182.97
532996	07/16/2024	Southern California Edison Co.	700420008832-070824	Cypress Reservoir	999.85
Vendor 5050 - Southern California Edison Co.				Total:	8,566.43

Vendor: 5040 - Southern California Gas Co.

532997	07/16/2024	Southern California Gas Co.	07370472008-070124	Park Facilities	24.41
532997	07/16/2024	Southern California Gas Co.	07380495007-070124	City Hall Facility	797.83
Vendor 5040 - Southern California Gas Co.				Total:	822.24

Vendor: 1005 - Southern California News Group

532998	07/16/2024	Southern California News Gro...	063024	Ads-Proposed Ordinance No. ...	241.45
532998	07/16/2024	Southern California News Gro...	063024	Ads-Public Hearing Notice, Pur...	356.57
532998	07/16/2024	Southern California News Gro...	063024	Ads-Sidewalk Program	692.35
532998	07/16/2024	Southern California News Gro...	063024	Ads-Appian Way Pump Station..	749.90
Vendor 1005 - Southern California News Group				Total:	2,040.27

Vendor: 12456 - Sportball

532999	07/16/2024	Sportball	062024	Comprehensive Sports Class In..	1,680.00
Vendor 12456 - Sportball				Total:	1,680.00

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 13077 - Steve Huhta					
533000	07/16/2024	Steve Huhta	070924	Refund 2024 Founder's Day V...	100.00
Vendor 13077 - Steve Huhta Total:					100.00
Vendor: 13073 - Sure-Close Inc					
533001	07/16/2024	Sure-Close Inc	3215	Organic Kitchen Compost Bin	3,638.25
533001	07/16/2024	Sure-Close Inc	3215	Organic Kitchen Compost Bin...	-338.25
Vendor 13073 - Sure-Close Inc Total:					3,300.00
Vendor: 6242 - Swank Motion Pictures					
533002	07/16/2024	Swank Motion Pictures	RG 3672434	Movie Rentals	525.00
Vendor 6242 - Swank Motion Pictures Total:					525.00
Vendor: 12863 - Tetra Tech Inc					
533003	07/16/2024	Tetra Tech Inc	52263662	Upgrade PLC Work - TETRA TE...	98,465.15
Vendor 12863 - Tetra Tech Inc Total:					98,465.15
Vendor: 6085 - Thompson Building Materials					
533004	07/16/2024	Thompson Building Materials	IV-I68943	Plaster Sand Scoop	99.07
533004	07/16/2024	Thompson Building Materials	IV-I69017	Returning Pallet	-33.08
533004	07/16/2024	Thompson Building Materials	IV-I69151	Misc Base Skip	74.97
533004	07/16/2024	Thompson Building Materials	IV-I69151	Plaster Sand Scoop	49.54
533004	07/16/2024	Thompson Building Materials	IV-I69263	WD-40 11 oz Smart Straw	12.90
533004	07/16/2024	Thompson Building Materials	IV-I69263	Sir Mix 90 lb Concrete Mix	86.00
533004	07/16/2024	Thompson Building Materials	IV-I69263	Green Reflective Safety Vest	67.47
533004	07/16/2024	Thompson Building Materials	IV-I69263	Black PVC Dot Knit Gloves	11.22
533004	07/16/2024	Thompson Building Materials	IV-I69263	Aervoe White Marking Paint	9.66
533004	07/16/2024	Thompson Building Materials	IV-I69263	Aervoe Blue Marking Paint	9.18
533004	07/16/2024	Thompson Building Materials	IV-I69263	Vinyl Washers 10-Pk	1.37
533004	07/16/2024	Thompson Building Materials	IV-I69294	Quick Marking Line	168.02
533004	07/16/2024	Thompson Building Materials	IV-I69341	Sir Mix 90 lb Concrete Mix	64.50
533004	07/16/2024	Thompson Building Materials	IV-I69552	Sir Mix 60 lb Concrete Mix	246.08
533004	07/16/2024	Thompson Building Materials	IV-I69552	Sir Mix Pallet Deposit	40.79
Vendor 6085 - Thompson Building Materials Total:					907.69
Vendor: 12170 - T-Mobile					
533005	07/16/2024	T-Mobile	062024	City Council	147.00
533005	07/16/2024	T-Mobile	062024	City Manager	75.50
533005	07/16/2024	T-Mobile	062024	Emergency-Hotspot	29.40
533005	07/16/2024	T-Mobile	062024	Parking Enforcement	25.90
533005	07/16/2024	T-Mobile	062024	Community Development	137.64
533005	07/16/2024	T-Mobile	062024	Facilities	25.90
533005	07/16/2024	T-Mobile	062024	Recreation	133.00
533005	07/16/2024	T-Mobile	062024	Park	38.85
533005	07/16/2024	T-Mobile	062024	Public Works	84.49
533005	07/16/2024	T-Mobile	062024	Water	250.60
Vendor 12170 - T-Mobile Total:					948.28
Vendor: 12974 - Transtech Engineers, Inc.					
533006	07/16/2024	Transtech Engineers, Inc.	20244018	Engineering & Land Developm...	516.25
Vendor 12974 - Transtech Engineers, Inc. Total:					516.25
Vendor: 3991 - Trench Shoring Co.					
533007	07/16/2024	Trench Shoring Co.	RI20414033	Trench Top 8' X 12" Regular	537.60
533007	07/16/2024	Trench Shoring Co.	RI20414033	Pickup-Boom/HLP	262.50
533007	07/16/2024	Trench Shoring Co.	RI20414033	Trench Top Lifting Eye 1-1/4"-...	175.85
533007	07/16/2024	Trench Shoring Co.	RI20414033	Trench Top Lifting Eye Conver...	33.60
Vendor 3991 - Trench Shoring Co. Total:					1,009.55
Vendor: 9100 - Tripepi Smith and Associates					
533008	07/16/2024	Tripepi Smith and Associates	12670	Ad Hoc	2,906.25
533008	07/16/2024	Tripepi Smith and Associates	12670	Ad Hoc	2,906.25
Vendor 9100 - Tripepi Smith and Associates Total:					5,812.50

Warrant Register

Payment Dates: 7/3/2024 - 7/16/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 6695 - Tyler Technologies Inc.					
533009	07/16/2024	Tyler Technologies Inc.	025-471021	Utility Billing-Insite Transactio...	3,203.75
Vendor 6695 - Tyler Technologies Inc.				Total:	3,203.75
Vendor: 7378 - United States Treasury					
533010	07/16/2024	United States Treasury	123123	PCORI Fees-Form 720-2ND Qtr	90.16
Vendor 7378 - United States Treasury				Total:	90.16
Vendor: 3044 - West Basin Municipal Water District					
11141	07/09/2024	West Basin Municipal Water D...	WB6338	May 24	271,552.30
Vendor 3044 - West Basin Municipal Water District				Total:	271,552.30
Vendor: 13070 - William Kao					
533011	07/16/2024	William Kao	2004511.001	Refund-Gymnasium Deposit- ...	100.00
Vendor 13070 - William Kao Total:					100.00
Vendor: 7282 - Williams Data Management					
533012	07/16/2024	Williams Data Management	0651427	File Storage June 24	320.12
Vendor 7282 - Williams Data Management				Total:	320.12
Vendor: 6102 - Yunex, LLC					
533013	07/16/2024	Yunex, LLC	5610002570	Traffic Signal Response Call Ou..	2,050.62
533013	07/16/2024	Yunex, LLC	90002387	Traffic Signal Maintenance Ju...	443.03
533013	07/16/2024	Yunex, LLC	90002388	Street Light Maintenance June...	169.83
Vendor 6102 - Yunex, LLC Total:					2,663.48
Vendor: 12679 - Yushi Kanazawa					
533014	07/16/2024	Yushi Kanazawa	2004512.001	Refund-Gymnasium Deposit- ...	100.00
Vendor 12679 - Yushi Kanazawa Total:					100.00
Grand Total:					751,591.04

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	309,392.86
205 - State Gas Tax	9,121.65
220 - Proposition A Local Return	801.26
245 - Landscape Maintenance District #1	783.26
255 - Park Athletic	6,167.21
311 - Street Improvement	946.14
510 - Water Operations	319,018.70
520 - Water Capital	105,359.96
Grand Total:	751,591.04

Account Summary

Account Number	Account Name	Payment Amount
100-000-2115.000	Accrued Expenses - Payr...	3,697.54
100-000-2285.000	Employee Association D...	1,035.00
100-000-2510.000	PERS	59.54
100-000-2515.000	Health Insurance	5,983.98
100-000-2535.000	Accident Insurance	53.90
100-000-2540.000	Dental Insurance	2,377.36
100-000-2550.000	Federal Withholding	22,624.80
100-000-2555.000	State Withholding	7,680.05
100-000-2560.000	Deferred Compensation	12,224.48
100-000-4510.000	Park Rentals	640.00
100-000-4616.000	CASP Fee	150.40
100-000-4927.000	Founder's Day	100.00
100-110-5207.000	Medicare	3.39
100-110-5415.000	Communications	147.00
100-110-5430.000	Conferences and Meetin...	725.00
100-110-5755.000	Special Department Supp..	175.09
100-125-5205.000	Health Insurance	3,847.54
100-125-5207.000	Medicare	103.23
100-125-5345.000	Contractual Services	6,239.58
100-125-5415.000	Communications	75.50
100-125-5425.000	Dues and Memberships	7,543.91
100-125-5430.000	Conferences and Meetin...	3,435.00
100-125-5755.000	Special Department Supp..	3,608.37
100-130-5205.000	Health Insurance	1,576.15
100-130-5207.000	Medicare	36.28
100-130-5410.000	Advertising	616.02
100-130-5420.000	Mileage Reimbursement	17.42
100-130-5435.000	Training and Education	40.00
100-130-5445.000	Elections	74.91
100-130-5505.000	Office Supplies and Expe...	94.25
100-130-5755.000	Special Department Supp..	169.80
100-210-5205.000	Health Insurance	4,263.72
100-210-5207.000	Medicare	53.75
100-210-5340.000	Professional Services	1,978.14
100-210-5345.000	Contractual Services	3,975.22
100-210-5430.000	Conferences and Meetin...	180.27
100-210-5710.000	Equipment Maintenance	100,000.00
100-210-5755.000	Special Department Supp..	65.79
100-230-5205.000	Health Insurance	269.88
100-230-5206.000	Health Insurance Retirees	4,458.58
100-230-5207.000	Medicare	11.97
100-230-5305.000	Legal Services	1,797.53
100-230-5340.000	Professional Services	90.16
100-230-5345.000	Contractual Services	1,359.00
100-230-5430.000	Conferences and Meetin...	180.27

Account Summary

Account Number	Account Name	Payment Amount
100-230-5460.000	Insurance - Liability and ...	1,234.00
100-230-5755.000	Special Department Supp..	355.86
100-333-5340.000	Professional Services	9,909.46
100-333-5755.000	Special Department Supp..	141.42
100-335-5205.000	Health Insurance	933.73
100-335-5207.000	Medicare	13.07
100-335-5345.000	Contractual Services	1,103.32
100-335-5505.000	Office Supplies and Expe...	25.90
100-335-5710.000	Equipment Maintenance	13.00
100-410-5205.000	Health Insurance	3,263.93
100-410-5207.000	Medicare	108.87
100-410-5340.000	Professional Services	168.72
100-410-5345.000	Contractual Services	784.20
100-410-5415.000	Communications	137.64
100-410-5430.000	Conferences and Meetin...	461.69
100-410-5710.000	Equipment Maintenance	49.99
100-410-5720.000	Fuel	201.77
100-440-5345.000	Contractual Services	11,310.93
100-440-5525.000	Equipment Under \$5k	108.69
100-440-5605.000	Rents and Leases	542.93
100-605-5205.000	Health Insurance	2,342.70
100-605-5207.000	Medicare	56.02
100-605-5340.000	Professional Services	14,841.25
100-605-5420.000	Mileage Reimbursement	13.80
100-605-5505.000	Office Supplies and Expe...	64.16
100-610-5205.000	Health Insurance	3,031.55
100-610-5207.000	Medicare	42.70
100-710-5205.000	Health Insurance	3,410.61
100-710-5207.000	Medicare	49.92
100-710-5405.000	Utilities	797.83
100-710-5415.000	Communications	25.90
100-710-5515.000	Uniform Expense	151.79
100-710-5705.000	General Maintenance	7,854.75
100-710-5720.000	Fuel	135.45
100-710-5755.000	Special Department Supp..	65.78
100-730-5205.000	Health Insurance	3,114.45
100-730-5207.000	Medicare	99.40
100-730-5345.000	Contractual Services	5,049.80
100-730-5415.000	Communications	133.00
100-730-5420.000	Mileage Reimbursement	33.50
100-730-5505.000	Office Supplies and Expe...	120.83
100-730-5515.000	Uniform Expense	1,686.30
100-730-5755.000	Special Department Supp..	99.00
100-735-5345.000	Contractual Services	525.00
100-735-5754.339	Teen Program	1,589.67
100-735-5755.118	Founder's Day	13,531.32
100-740-5205.000	Health Insurance	4,519.64
100-740-5207.000	Medicare	63.15
100-740-5405.000	Utilities	4,410.82
100-740-5415.000	Communications	38.85
100-740-5510.000	Small Tools	386.77
100-740-5705.000	General Maintenance	3,516.03
100-740-5710.000	Equipment Maintenance	1,123.00
100-740-5720.000	Fuel	880.25
100-750-5207.000	Medicare	14.18
100-750-5405.000	Utilities	446.11
100-750-5410.000	Advertising	150.20
100-750-5705.000	General Maintenance	41.50

Account Summary

Account Number	Account Name	Payment Amount
100-750-5755.000	Special Department Supp..	226.99
205-000-2115.000	Accrued Expenses - Payr...	146.19
205-610-5205.000	Health Insurance	1,753.29
205-610-5207.000	Medicare	23.73
205-610-5335.000	Maintenance & License ...	2,935.48
205-610-5405.000	Utilities	2,141.05
205-610-5415.000	Communications	84.49
205-610-5705.000	General Maintenance	226.82
205-610-5710.000	Equipment Maintenance	171.81
205-610-5720.000	Fuel	1,080.29
205-620-5705.000	General Maintenance	114.16
205-620-5710.000	Equipment Maintenance	444.34
220-000-2115.000	Accrued Expenses - Payr...	26.92
220-340-5205.000	Health Insurance	296.38
220-340-5207.000	Medicare	4.63
220-340-5345.000	Contractual Services	473.33
245-720-5405.000	Utilities	783.26
255-000-2115.000	Accrued Expenses - Payr...	18.65
255-760-5205.000	Health Insurance	189.94
255-760-5207.000	Medicare	3.17
255-760-5345.000	Contractual Services	80.00
255-760-5506.000	Sport Supplies	5,875.45
311-810-5806.380	Sidewalk Improvement P...	946.14
510-000-2115.000	Accrued Expenses - Payr...	1,755.99
510-110-5207.000	Medicare	0.38
510-125-5205.000	Health Insurance	704.70
510-125-5207.000	Medicare	19.24
510-130-5205.000	Health Insurance	468.13
510-130-5207.000	Medicare	10.59
510-220-5205.000	Health Insurance	3,108.68
510-220-5207.000	Medicare	48.63
510-220-5345.000	Contractual Services	1,325.08
510-220-5505.000	Office Supplies and Expe...	3,642.81
510-230-5205.000	Health Insurance	113.31
510-230-5207.000	Medicare	12.10
510-230-5305.000	Legal Services	1,797.52
510-440-5345.000	Contractual Services	10,527.24
510-630-5205.000	Health Insurance	10,235.56
510-630-5207.000	Medicare	197.56
510-630-5339.000	Water Quality - Clinical L...	1,240.00
510-630-5340.000	Professional Services	6,153.95
510-630-5405.000	Utilities	881.57
510-630-5411.000	Customer Notifications	210.16
510-630-5415.000	Communications	250.60
510-630-5425.000	Dues and Memberships	225.00
510-630-5440.000	Water Purchases - MWD	271,552.30
510-630-5442.000	Utilities - CWPf	999.85
510-630-5505.000	Office Supplies and Expe...	341.60
510-630-5605.000	Rents and Leases	1,009.55
510-630-5705.000	General Maintenance	1,259.62
510-630-5710.000	Equipment Maintenance	66.45
510-630-5720.000	Fuel	688.04
510-630-5755.000	Special Department Supp..	172.49
520-840-5821.239	Appian Way Roof	749.90
520-840-5821.357	246th-247th-247th Pl - ...	5,176.65
520-840-5821.365	CWPf Upgrades Project	99,354.41
520-840-5821.375	Pipe Replacement - Other	79.00
Grand Total:		751,591.04

Project Account Summary

Project Account Key	Payment Amount
None	648,464.94
246th St., 247th Pl., 247th St.-Western	1,996.65
Appian Way Roof	749.90
Cypress Water Production	99,354.41
Pipe Replacement-Other	79.00
Sidewalk Improvement Program	946.14
Grand Total:	751,591.04



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Lina Hernandez, Interim Public Works Director

MEETING DATE: August 6, 2024

SUBJECT: Adopt a Resolution Approving and Authorizing the City Manager to Execute the Los Angeles Region Safe, Clean Water Program, Municipal Transfer Agreement with the Los Angeles County Flood Control District

RECOMMENDATION

Adopt Resolution No. 2024-28, approving and authorizing the City Manager to execute the Los Angeles Region Safe, Clean Water Program, Municipal Transfer Agreement with the Los Angeles County Flood Control District.

BACKGROUND

In 2018, voters approved Measure W authorizing property fees for regional water quality and capture to reduce reliance on imported water. The Safe, Clean Water Program (Measure W) has three elements: Administration, Municipal and Regional. A Transfer Agreement between the City and the Los Angeles County Flood Control District (LACFCD) allows Lomita to receive direct funding via the Municipal Program proportional to the revenues generated within its boundaries. The Municipal Program is designed to maximize the ability of local governments to address local Stormwater and Urban Runoff challenges and opportunities.

Under the Safe, Clean Water Program, funds received from each Municipality will be used as follows:

- Administration: Ten percent (10%) shall be allocated to the Los Angeles County Flood Control District for implementation and administration of Projects and Programs, and for the payment of the costs incurred in connection with the levy and collection of the SCW Program tax and the distribution of the funds generated by imposition of the SCW Program tax.

- Municipal Program: Forty percent (40%) shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality for the implementation, operation and maintenance (O&M), and administration of Projects and Programs.
- Regional Program: Fifty percent (50%) shall be allocated to pay for the implementation, Operations and Maintenance, and administration of watershed-based Projects and Programs.

Of the 40% allocated to the Municipal Program, 70% is to be applied toward new projects and 30% may be used for Operations and Maintenance of previously implemented water quality projects and programs. Cities will provide annual budgets, annual progress and expenditure reports and will participate in periodic independent audits.

DISCUSSION

In August 2020, City Council approved Resolution Number 2020-30 authorizing the City Manager to execute the Los Angeles Region Safe, Clean Water Program, Municipal Transfer Agreement with the LACFCD. The Transfer Agreement was fully executed on October 15, 2020. That Transfer Agreement expired on June 30, 2024.

LACFCD provided a new Transfer Agreement in July 2024 that is set to expire on June 30, 2028. The City must enter into this agreement with LACFCD to be eligible to receive Municipal Program funds. Both an approved resolution and a signed transfer agreement are required.

FISCAL IMPACT

Funding from the agreement/project provides support and assists with the City of Lomita's various Water Quality, Water Supply, Stormwater and Urban Runoff projects and programs.

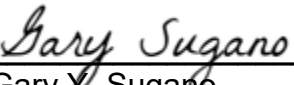
OPTIONS

1. Approve staff's recommendation.
2. Take no action and be ineligible to receive funding.

ATTACHMENTS


1. Resolution

Reviewed by:




Gary V. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Lina Hernandez
Interim Public Works Director

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOS ANGELES REGION SAFE, CLEAN WATER PROGRAM, MUNICIPAL TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

SECTION 1. RECITALS:

A. The City Council of the City of Lomita ("City") is eligible to receive funding for Stormwater, Urban Runoff Pollution and Water Quality projects, through the Los Angeles County Flood Control District.

B. The City has applied for and received funding for various City of Lomita Projects and Programs.

C. Pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds.

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

SECTION 2. . The City Council hereby approves and authorizes the City Manager to execute the Safe Clean Water Program Municipal Transfer Agreement with the Los Angeles County Flood Control District, in the form attached to this Resolution as **Exhibit "A"**, and take any further action required to effectuate the transfer to the City.

SECTION 3. This Resolution will become effective immediately upon adoption.

SECTION 4. The City Clerk shall certify the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 6th day of August 2024.

Bill Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

**TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND LOMITA
AGREEMENT NO. 2024MP45
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

_____ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and Lomita, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Lomita	
Name:	Haris Harouny	Name:	Andrew Vialpando
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	24300 Narbonne Ave, Lomita, CA 90717
Phone:	(626) 300-2620	Phone:	310-325-7110

Email:	hharouny@dpw.lacounty.gov	Email:	a.vialpando@lomitacity.com
--------	---------------------------	--------	----------------------------

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

- A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name: Andrew Vialpando

Title: City Manager

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9th) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	Audit Begins	Audit Report Due to District
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will

apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.

3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
 - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
 - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
 - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
 - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
 - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
 - a. Amount of funds received;
 - b. Breakdown of how the SCW Program Payment has been expended;
 - c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
 - d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
 - e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
 - f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
 - g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
 - h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
 - i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
 - j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
 - i. Annual volume of stormwater captured and treated
 - ii. Annual volume of stormwater captured and reused
 - iii. Annual volume of stormwater captured and recharged to a managed aquifer
 - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
 - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
 - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.
3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the

Municipality's ability to complete the Annual Plan.

4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects. The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Minimal negative impact to existing drainage system 	<ul style="list-style-type: none"> ● Preservation of native vegetation ● Installation of new feature(s) to improve existing drainage system 	<ul style="list-style-type: none"> ● Creation of open green space ● Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> ● Partial restoration of existing riparian habitat and wetlands □ Planting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration of existing riparian habitat and wetlands ● Planting of native vegetation - between 21 and 40 different native plant species newly planted ● No potable water used to sustain the wetland 	<ul style="list-style-type: none"> ● Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ● No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations.
- Maintaining trash receptacles.
- Removal of trash, debris, and blockages from bioswales.
- Inspection and cleaning of trash booms.
- Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

- Weed control
 - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
 - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
 - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
 - Removal of dead trees and elimination of diseased/damaged growth.
 - Prevent encroachment of adjacent property and provide vertical clearance.
 - Inspect for dead or diseased plants regularly.
- Wetland vegetation and landscape maintenance
 - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
 - Draining and drawdown of wetland and excessive bulrush removal
 - Weed and nuisance plant control.
 - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
 - Wildflower and meadow maintenance.
 - Grass, sedge, and yarrow management.
 - Removal of unwanted hydroseed.

3. Wildlife Management

- Exotic species control.
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
- Avoid disturbances to nesting birds.
- Avoid spread of invasive aquatic species.

4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis.
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
 - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
 - Inspection should be performed at least monthly.
 - Recover, replace, or refasten displaced or damaged valve box covers.
 - Inspect and repair bubbler heads.
 - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
 - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
 - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
 - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation.
- Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
- Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
- Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
- Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
- Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity.
- Inspect basins for erosion.
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation.
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise).
- Checking telemetry equipment.
- Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species.
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
- Managing emergent vegetation.
- Using hydraulic control structures to rapidly dewater emergent marsh areas.
- Managing flow velocities to reduce propagation of vectors.



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Lina Hernandez, Interim Public Works Director

MEETING DATE: August 6, 2024

SUBJECT: Agreement with Southern California Edison (SCE) for the conversion of SCE-owned streetlights to energy efficiency light emitting diode (LED) fixtures

RECOMMENDATION

Approve LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement with Southern California Edison; and authorize the City Manager to execute the agreement.

BACKGROUND

Southern California Edison (SCE) owns, maintains and operates 1,193 streetlights and poles throughout Lomita's arterial and residential streets and alleyways. SCE manages the streetlight replacement program known as the "Schedule LS-1 Option E" aimed at replacing older, less-efficient High Pressure Sodium Vapor (HPSV) bulbs with more efficient Light Emitting Diodes (LED) fixtures. These new LED streetlights utilize less energy and contribute significantly to the reduction of the community's carbon footprint in addition to lowering cost and energy consumption. SCE is seeking authorization from the City to replace these aging utility owned streetlights in the community.

DISCUSSION

The attached authorization will allow SCE to replace the streetlights in Lomita with new energy efficient LED fixtures. SCE manages the streetlight replacement project from start to finish, with minimal disruption to residents and no upfront costs to the City or residents. There are no required outages and crews can work curbside safely.

The current streetlight fixtures would be replaced with 3000k color temperature lights which emit a “warm white” tone and have yellow and amber tones that are consistent with the existing streetlights. Lights will be changed on a standard “HPSV wattage for LED wattage” basis to maintain the look and design of our streets. LED streetlights require less maintenance and cause less service disruptions as they can last 12-20 years, compared to 3-5 years for HPSV lights. The new streetlights will be replaced by SCE as part of its routine streetlight maintenance program in the future.

There is no cost to SCE customers or the City for the replacement of the street light fixtures. By SCE’s analysis, the total estimated energy cost savings is \$70,553 per year for the first 20 years of the repayment period, after which the total estimated energy cost savings will increase to \$93,660 per year. The initial costs of the installation and materials are recovered by SCE through the energy cost savings over this 20-year period. There are no up-front costs required and savings are applied as soon as replacement efforts are completed. SCE credits an account from the date of completion and the City will see a net savings on the energy bill each month.

The new light output will enhance safety and strike a good balance between existing conditions and a more modern appearance. LED streetlights provide better light quality on streets, roadways and alleys, which can improve nighttime visibility and safety and match the conditions of surrounding cities.

Should the City Council approve the agreement, it is anticipated work would commence this October or November and take 7 to 10 business days to complete all replacements. Public outreach and notifications will be conducted through the city’s standard mediums including the website, newsletters, and social media platforms prior to commencement of the replacement efforts. SCE has a Customer Service Outreach for resident questions and concerns as well.

FISCAL IMPACT

There are no financial implications resulting from this recommendation.

OPTIONS

1. Approve staff’s recommendation.
2. Provide staff with alternative direction.

ATTACHMENTS

1. SCE LS-1 Option E Agreement
2. SCE – Lomita Post EEP Cost Analysis
3. Map of streetlights in Lomita

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Lina Hernandez
Interim Public Works Director



Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 57074-E
Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT
RATE AGREEMENT

Form 14-965

(To be inserted by utility)

Advice 3241-E
Decision 14-10-046

Issued by

R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 30, 2015
Effective Jun 1, 2016
Resolution _____

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this _____ day of _____,

_____ (Effective Date), is entered into between Southern California Edison Company (SCE) and _____, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

1. LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

2. LED FIXTURE REPLACEMENT COSTS

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; *otherwise*, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

5. AMENDMENTS; ASSIGNMENTS

- 5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

SCE:

(Name)

(Title)

(Address)

(City, State, Zip)

Business Customer Division

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT

APPLICANT

CUSTOMER ACCOUNT NO.

SERVICE ACCOUNT NO.

(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

APPLICANT REQUESTED READY TO SERVE DATE

ASAP

SCE READY TO SERVE DATE _____

DESCRIPTION OF **LED** FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING
FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS
AGREEMENT AND OTHER RELEVANT DETAILS.

W.O. No(s): _____

**CONFIDENTIAL AND/OR PROPRIETARY INFORMATION OF SOUTHERN CALIFORNIA EDISON
AND/OR ITS CUSTOMERS OR VENDORS. PUBLIC DISCLOSURE IS RESTRICTED.**

CUSTOMER NAME LOS ANGELES COUNTY PUBLIC WORK - LOMITA
Customer Number: 1005479932

Lamp Wattage	Lamp Count	EEP Per Month*	Estimated Monthly Savings
50 Watt	0	\$1.42	\$0
70 Watt	60	\$1.48	\$89
100 Watt	904	\$1.55	\$1,401
150 Watt	31	\$1.67	\$52
200 Watt	193	\$1.93	\$372
250 Watt	5	\$2.26	\$11
400 Watt	0	\$2.88	\$0
Total	1,193		\$1,926

Estimated Additional Monthly Savings After 20 Years: \$1,926

Estimated Additional Annual Savings After 20 Years: \$23,107

Estimated Annual Savings During 20 Year Repayment: \$70,553

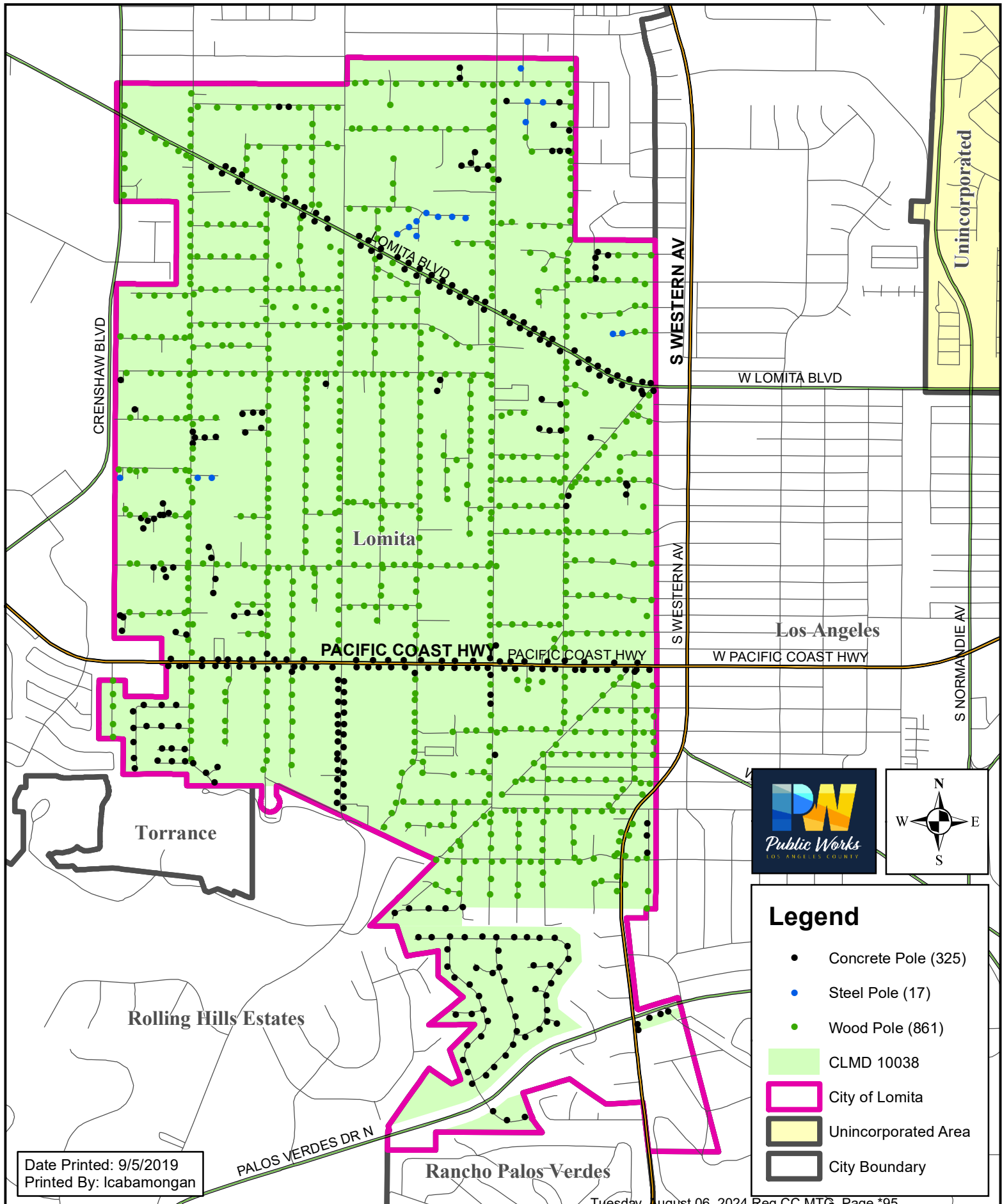
Estimated Annual Savings Post 20 Repayment: \$93,660

*EEP (Energy Efficiency Premium) is based on rate factors effective 02/01/2024

This analysis is provided to help you evaluate your current Southern California Edison (SCE) bill and/or compare your projected bills to other SCE rate options. These results are based on your past usage and/or assumptions about your energy usage and cannot be guaranteed by SCE. This rate analysis may not reflect all of the rate options that are available to you as an SCE customer. Your actual bills will vary from this analysis due to changes to your actual usage and assumptions such as operating hours, the equipment you use, kVAR charges, weather patterns, service voltage, firm service levels, taxes, and added facilities charges. Moreover, the rate options used in this analysis are subject to change by the California Public Utilities Commission (CPUC), which would also alter the outcome of this analysis.

If your current rate schedule becomes unavailable — either by action of the CPUC or because you are no longer eligible to be placed on the rate — you will be notified of your rate options. If you do not select a different applicable rate option at that time, you will be placed on a default rate schedule.

CLMD 10038 within the City of Lomita





CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

MEETING DATE: August 6, 2024

SUBJECT: Second Amendment to Agreement with Hazen and Sawyer for Engineering Services related to the upgrades at the Cypress Water Production Facility

RECOMMENDATION

Approve the Second Amendment to Agreement 2020-18 with Hazen and Sawyer for services related to upgrades at the Cypress Water Production Facility adding \$244,310, plus a 10% contingency for unexpected costs in the amount of \$24,431, for a total not to exceed \$268,741, bringing the total contract amount to \$502,054 inclusive of previously approved funding; and authorize the City Manager to execute the Agreement.

BACKGROUND

Since 2017, the City has been involved in upgrading its Cypress Water Production Facility (CWPF) with the installation of a Granular Activated Carbon (GAC) system designed to improve the aesthetic qualities of Lomita's water. The GAC system will not only remove constituents that affect aesthetic qualities such as taste and odor, but also removes benzene and is considered the best available technology. Following the detection of benzene, the design of the GAC system required the addition of two more GAC vessels to ensure complete removal of benzene.

In June 2020, the City Council approved Agreement 2020-18 with Hazen and Sawyer to provide project support, including assistance with bidding and managing construction contracts, engineering design support, and ensuring the facility upgrades are permitted and compliant with the State's Division of Drinking Water. While construction was near completion at the time, several elements of the project scope required additional review and submittals, requiring additional time and resources.

As a result, the City Council approved a First Amendment with Hazen and Sawyer in February 2023 to allow for continued engineering support to ensure the City was able to make required submittals to the Division of Drinking Water as expeditiously as possible.

The First Amendment increased the contract amount by \$28,078, for a total contract amount of \$233,313 inclusive of previously approved funding.

DISCUSSION

Current Project Status

Over the last year, a combination of unexpected changes to the requirements set by the Division of Drinking Water, coupled with several administrative challenges, has resulted in missing key benchmarks that further delayed completion of the project. At this point, additional subject matter expertise is required to upgrade critical plant software and apparatus that is essential in order to complete the project. The City does not possess the necessary subject matter expertise internally to complete the project in a timely manner pursuant to the permitting standards required by the Division of Drinking Water.

Staff is recommending that the City amend its Agreement with Hazen and Sawyer to expand the scope of work to fully manage the GAC system upgrade project and see the project to its completion. Hazen and Sawyer's current Agreement with the City only calls for engineering and project support. This proposed amendment would significantly expand Hazen and Sawyer's role in that they would provide on-site operational support of the CWPF and all project management, as well as develop GAC system standard operating procedures and provide training to staff on how to operate the facility once operational. The amendment would also carry over a key deliverable from the initial scope of work to provide on-site plant startup and commissioning support to test the GAC for purposes of obtaining a permit to operate the facility.

Since the start of the project in 2017 to this point in time, the City has expended \$4,324,204 on the project, of which \$2 million will be reimbursed by a grant from the Water Replenishment District.

Exemption from Competitive Bidding

Staff has determined that the proposed services described in the scope of work is sole source work in accordance with the Purchasing Ordinance (Municipal Code section 2-6.16). The recommendation of Hazen and Sawyer is economically sound for the City due to their familiarity of the GAC system project and their work as the designer of record, whereas procuring a different firm would pose significant delays to learn major aspects of the project. Hazen and Sawyer has a thorough understanding of the CWPF and has supported the City's water utility operations for nearly seven years. Moreover, they have an established relationship with the state's Division of Drinking Water regarding the project and its impact on the distribution system.

FISCAL IMPACT

The cost of the amendment is an additional \$244,310, plus a 10% contingency for unexpected costs in the amount of \$24,431, for a total not to exceed \$268,741. Funds

are budgeted in FY24-25 in the Water Capital budget. The City anticipates a reimbursement of \$2,000,000 through the WRD grant following the completion of the project in accordance with the approved reimbursement agreement.

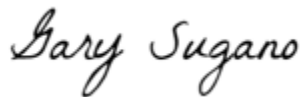
OPTIONS

1. Approve the Recommended Action
2. Provide staff with further direction.

ATTACHMENTS

1. Agreement 2020-18 with Hazen and Sawyer and First Amendment
2. Second Amendment to Agreement 2020-18 (Proposed)

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Prepared and Approved by:



Andrew Vialpando
City Manager



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

This AGREEMENT is entered into this 16th day of June 2020, by and between the CITY OF LOMITA, a general law city a municipal corporation ("CITY") and Hazen and Sawyer Environmental Engineers and Scientists, a New York Corporation ("CONSULTANT").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this Agreement.
- B. Therefore, CITY desires to contract out for consulting services for certain projects relating to engineering support of construction of the Cypress Water Production Facility upgrades, permitting, training, start-up, and water ratio blend testing.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the design professional services as described in Exhibit A of this Agreement.

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

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as Exhibit A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$205,235.00 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each

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

2. SCOPE OF SERVICES.

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

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

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

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

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

6. KEY PERSONNEL. CONSULTANT's key personnel assigned to perform work under this Agreement is Nathan Boyle. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City. Additional personnel include David Rodriguez, Ian Mackenzie, Nicole Blute, Wyatt Dressler, and Danny Loza.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire upon completion of the work, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
11. TERMINATION.
 - A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
 - B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
 - D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
12. INDEMNIFICATION.
 - A. To the fullest extent permitted by law, CONSULTANT shall defend (with counsel of CITY'S choosing), indemnify and hold CITY, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT'S services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. CONSULTANT'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by

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

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

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

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

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

15. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation.

for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

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

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

17. INSURANCE REQUIREMENTS.

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

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by the

CONSULTANT or by its employees or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all consultants, and subconsultants to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respect to CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or

loss against CONSULTANT arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
 - F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.
 - G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the

failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

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

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

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

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

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

CITY Initials _____

CONSULTANT Initials _____

OR

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

CITY Initials

CONSULTANT Initials

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

CITY OF LOMITA

CONSULTANT

City Manager

By:

DocuSigned by:

Principal

ATTEST:

City Clerk

Taxpayer ID No.
13-2904652

APPROVED AS TO FORM:

DocuSigned by:

City Attorney



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

EXHIBIT A

June 11, 2020

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

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

Dear Carla:

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

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

Project Team

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

Scope of Work

The work will be broken into the following Tasks:

Task 1 Support During Bidding

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

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

Task 2 Engineering Services During Construction

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

Task 3 Permitting

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

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

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

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

Schedule and Budget

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

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

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

Sincerely,

Lynn
Grijalva
Lynn Grijalva, PE
Vice President

Digitally signed by Lynn Grijalva
DN: cn=Lynn Grijalva, o=Hazen
and Sawyer, ou=Vice President,
email=lgrijalva@hazenandsawyer.
com, c=US
Date: 2020.06.11 05:51:52 -07'00'

TABLE A. FEE SCHEDULE

Hazen	Hazen and Sawyer														
	Principal in Charge	Technical Advisor	Senior Advisor and QA/QC	Project Manager	Project Engineer	Instrumentation Engineer	Structural Engineer	Electrical Engineer	Assistant Engineers	CAD Designers					
	L. Grippa \$298	N. Rife \$298	I. McKenzie \$250	N. Boyle \$190	D. Rodriguez \$145	A. Baker \$190	W. Trueman \$190	J. Lutz \$190	\$135	\$130					
											TMH	Labor	ODC	Total	Grand Total
Task 1 - Support During Bidding															
1.1 Assist with Compiling Bid Documents	4			8	16						28	\$5,032	\$0	\$5,032	\$5,032
1.2 Construction Manager Procurement & Constructibility	2		2	6	10	2				24	46	\$7,166	\$0	\$7,166	\$7,166
1.3 Pre-bid Meeting				2	2						4	\$670	\$250	\$920	\$920
1.4 Review Contractor Bids and Provide Recommendation	4		4	4	8						20	\$4,112	\$0	\$4,112	\$4,112
1.5 Project Management	8			34							42	\$8,844	\$0	\$8,844	\$8,844
TASK 1 TOTALS	18	0	6	54	36	2	0	0	0	24	140	\$25,644	\$250	\$26,094	\$26,094
Task 2 - Eng Services During Construction (ESDC)															
2.1 Shop Drawing Review (60 Submittals)	4		16	32	88	20	40	20	80		300	\$50,032	\$0	\$50,032	\$50,032
2.2 RFI and Coordination (30 RFIs)	4		4	8	60						76	\$12,412	\$0	\$12,412	\$12,412
2.3 Construction Meetings (weekly for 1 year, monthly site visit)	2		4	12	70						88	\$14,026	\$2,000	\$16,026	\$16,026
2.4 Control and Automation Coordination Meetings (3)	2			4	9	0					24	\$4,371	\$0	\$4,371	\$4,371
2.5 Startup/Commissioning/Performance Test Oversight	2	4	4	32	40	4					86	\$15,428	\$500	\$15,928	\$15,928
2.6 Training/Q&M Manuals	1		8	8	16				16		40	\$8,298	\$0	\$8,298	\$8,298
2.7 Prepare As Built Drawings			4	4	16			4		40	68	\$10,040	\$0	\$10,040	\$10,040
TASK 2 TOTALS	15	4	40	100	299	33	40	24	96	40	661	\$114,607	\$2,500	\$117,107	\$117,107
Task 3 - Permitting															
3.1 Permitting Assistance and Attend up to 3 meetings	16	40		16	16						88	\$22,048	\$500	\$22,548	\$22,548
3.2 Prepare Operations, Maintenance and Monitoring Plan	1		8	12	32				50		103	\$15,968	\$0	\$15,968	\$15,968
3.3 Collect Documentation required for Permitting including NSF Certification	1				4				4		9	\$1,418	\$0	\$1,418	\$1,418
3.4 Conduct Taste and Odor Flavor Profile Analysis (FPA)	2	2	2	2	8						14	\$2,942	\$500	\$3,442	\$3,442
TASK 3 TOTALS	20	42	10	30	56	0	0	0	64	0	214	\$42,376	\$1,000	\$43,376	\$43,376
TASKS 1-3 GRAND TOTALS	53	46	56	184	393	35	40	24	160	64	1045	\$182,627	\$3,750	\$186,377	\$186,377



HAZE&SA-01

KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2020

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

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

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT
NAME:
PHONE
(A/C, No, Ext): (703) 827-2277 FAX
(A/C, No): (703) 827-2279
E-MAIL
ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Fire Insurance Company A+ (XV) 19682

INSURER B : Hartford Casualty Insurance Company A+ (XV) 29424

INSURER C : Twin City Fire Insurance Company A+ (XV) 29459

INSURER D : Continental Casualty Company (CNA) A, XV 20443

INSURER E :

INSURER F :

INSURED

Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		42UUNBH8062	3/29/2020	3/29/2021	EACH OCCURRENCE \$ 1,000,000
	X Contractual Liab.					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	X ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS	42UENBH7997	3/29/2020	3/29/2021	BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						Comp./Coll. Ded \$ 1,000
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	42WBAD0SYE	3/29/2020	3/29/2021	X PER STATUTE OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		AEH008231489	3/29/2020	3/29/2021	Per Claim/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AGREEMENT #2020-18

The City of Lomita, its elected or appointed officers, officials, employees, agents, and volunteers are included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Professional Liability policies in accordance with policy terms and conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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

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

RECITALS

- A. On June 16, 2020, the City entered into an Agreement with Contractor for various engineering services ("Agreement").
- B. The City and Contractor now desire to amend the Agreement compensation by increasing the pay by \$28,078 for a total compensation not to exceed \$233,313.

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

1. **CONSIDERATION AND COMPENSATION.** Section 1.C is amended to read as follows:

C. As additional Consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$233,313 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
2. **NO OTHER CHANGES.** All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this First Amendment shall remain in full force and effect.
3. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this First Amendment to the Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

[Signatures on following page]

Hazen & Sawyer First Amendment (Corrected)
Page #2

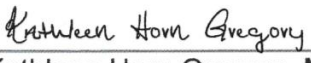
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 6th day of June 2023, at Lomita, California.

City of Lomita

By


Ryan Smoot, City Manager

Attest:


Kathleen Horn Gregory, MMC, City Clerk



**Hazen and Sawyer Environmental
Engineers and Scientists**

By


Lynn Grijalva, Vice President

Approved as to Form:


Trevor Rusin, City Attorney

**Second Amendment to Contract for Professional Services (Agreement No. 2020-18)
between
Hazen and Sawyer Environmental Engineers and Scientists and the City of Lomita**

This Second Amendment to Agreement No. 2020-18 ("Second Amendment") is made and entered into this [INSERT DAY] day of [INSERT MONTH], 2024, between the **City of Lomita** ("City") and **Hazen and Sawyer Environmental Engineers and Scientists** ("Consultant"), City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. On June 16, 2020, the Parties entered into a Contract for Professional Services – Agreement No. 2020-18 for Consultant to provide various engineering services ("Agreement").
- B. On June 6, 2023, the Parties entered into the First Amendment to the Agreement.
- C. The Parties now desire to amend the Agreement to increase the compensation to Consultant under the Agreement for additional services.

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

1. CONSIDERATION AND COMPENSATION.

City agrees to pay Consultant an amount Two Hundred Forty-Four Thousand Three Hundred Ten dollars (\$244,310), plus a ten percent (10%) contingency for unexpected costs in the amount of Twenty Four Thousand Four Hundred Thirty One dollars (\$24,431), for a total not to exceed amount of Two Hundred Sixty-Eight Thousand Seven Hundred Forty One dollars (\$268,741), for Consultant to perform the Scope of Work attached hereto as Attachment A. Consultant shall be compensated on a time and materials basis according to its fee schedule in Attachment "A".

2. SCOPE OF SERVICES

The Scope of Services, as that term is defined in the Agreement, shall be amended to include the additional project and construction management services required for the Cypress Water Production Facility (CWPF) GAC Upgrades, as further described in Attachment "A" attached to this Second Amendment and incorporated herein by reference. If any part of Attachment "A" is inconsistent with the terms of the Agreement, the terms of the Agreement shall control.

3. NO OTHER CHANGES

Except as previously amended and as amended by this Second Amendment, all provisions of the Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

4. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES

The Parties agree that this Second Amendment to the Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by City. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

CITY OF LOMITA

**HAZEN AND SAWYER ENVIRONMENTAL
ENGINEERS AND SCIENTISTS**

APPROVED BY:

Signature

City Manager

Name

ATTESTED BY:

Title

City Clerk

APPROVED AS TO FORM:

City Attorney

July 12, 2024

City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

Re: Proposal for Cypress Water Production Facility (CWPF) GAC Upgrades

Dear Andrew:

Hazen and Sawyer (Hazen) is pleased to present this proposal to support the City of Lomita in delivery of operational support for the Cypress Water Production Facility (CWPF). Hazen was the design engineer of the recent CWPF Upgrades and have detailed knowledge of the upgrades and the facility. Our operational support services will assist the City in getting the facility operational and maintaining operations for the first 6 months. It is anticipated that this budget will be an amendment to our existing Contract with the City.

Our approach to providing operational support involves the following scope of work. Our team are confident this is the most effective method to restart operations and maintain DDW confidence in running the facility:

- 1 – Training existing operations staff on water treatment processes and operations of the facility.
- 2 – Development of operational documentation to allow efficient training of new operators that may join Lomita in the future.
- 3 – Onsite support to assist Lomita operations with day to day running of the facility. Note that Hazen will not take overall ownership of facility operation or sign compliance reports.

Project Team

Our team will consist of the same individuals who worked on the design of CWPF and are the most familiar with the project. Lynn Grijalva has been working with the City on various projects for over 15 years and will be the Project Director, ensuring the team has all necessary resources to successfully complete the project. Nathan Boyle will be Hazen's Project Manager and ensure the execution of all tasks is completed appropriately. David Rodriguez will be the project engineer continuing his role from the design and construction phase. CarrieAnne McConnell will provide onsite and remote operational support. CarrieAnne was previously an operations supervisor for a large utility in Ohio, managing operations, compliance reporting and troubleshooting and is now based in California. Matt Charles is a licensed water treatment plant operator in another state and will provide initial support with CarrieAnne on facility operations.

Scope of Work

The work will be broken into the following Tasks:

Task 1 – Training

1.1 Hazen will prepare classroom style process and chemistry training summarizing the chemical processes within the new GAC treatment system and the chemistry behind water treatment. The training will be broken into 3 x two hour sessions. The topic of the sessions will include iron/manganese greensand, granular activated carbon and chlorine/chloramine chemistry. Deliverable for this task will be a PowerPoint presentation that will be presented to operation personnel during the training meeting.

1.2 Hazen will link the classroom training with hands on in person field training, providing an overview of SOPs prepared in Task 2. In this task we have allowed for 8 hours of hands-on onsite training, split into two sessions.

Task 2 – Standard Operating Procedures (SOPs)

2.1 Hazen will prepare standard operating procedures (SOPs) for the CWPF GAC upgrades, specific for each task listed. The SOPs will be developed in a concise and consistent format and include annotated photos of the areas of the facility and specific procedures to complete tasks. The SOPs will include the following:

- Day to Day Plant Operations
- SCADA Operation
- Compliance Reporting
- Greensand Operation and Maintenance
- GAC Operation and Maintenance
- Chloramine Management
- Chemical Systems Operation Maintenance – Sodium Hypochlorite
- Chemical Systems Operation Maintenance – Ammonia
- Chemical Systems Operation Maintenance – Polyphosphate
- Online Water Quality Analyzers

Task 3 – On-Site Operation Support

3.1 Hazen will provide on-site plant startup and commissioning support to test the GAC for purposes of obtaining a permit. We have allowed for onsite support for two weeks.

3.2 As-needed Operations Support

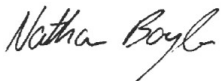
- Scope: Oversee Operators performing daily tasks and procedures. City operator would be present to open and close the gates and doors. All security will be managed by City of Lomita. We have allowed for 8 hour days, primarily at the WTP with some time at City Hall or Corporation yard for administrative tasks as needed.
 - Advise on executing SOPs
 - Daily calculations and water quality monitoring logs
 - Assisting with WQ reporting
 - Assisting with ordering materials, supplies and chemicals
 - Optimize treatment process
- 5 days a week support for 2 weeks
- 3 days a week support for 2 months + remote assistance
- 2 days a week support for 4 months + remote assistance

Schedule and Budget

Our fee to complete this work is not to exceed \$244,310. Refer to Table A in this letter for fee schedule summary. This fee is based on time and materials.

Our team is available to start on this work when authorized, commencing August 2024, with an expected duration of approximately six months. The breakdown of the schedule is expected to be 1 month time for training, 1 month time for SOPs, and 6 months time for on-site operational support. Please contact me if you have any questions regarding this proposal.

Sincerely,



Nathan Boyle, PE

Project Manager

Table A: Fee Table

Hazen	Hazen and Sawyer										
	Principal in Charge	Project Manager	Technical Advisor & QA/QC	Project Engineer	Ops Lead	Ops Support	Assistant Engineers				
	L. Grijalva	N. Boyle	T.J. Lynch	D. Rodriguez	CA. McConnell	M. Charles	F. Conte				
	330	275	330	190	220	220	170				
								TMH	Labor	ODC	Total
Task 1 - Training											
1.1 Classroom Style Training (3)	2	8	3	16			16	45	\$ 9,610		\$ 9,610
1.2 Field Training		4		4	16		16	40	\$ 8,100		\$ 8,100
TASK 1 TOTALS	2	12	3	20	16	0	32	85	\$ 17,710	\$ -	\$ 17,710
Task 2 - Develop SOPs											
1.1 Develop SOPs (10)	4	24	10	40	24		80	182	\$ 37,700		\$ 37,700
TASK 2 TOTALS	4	24	10	40	24	0	80	182	\$ 37,700	\$ -	\$ 37,700
Task 3 - Operational Support											
3.1 Startup and Commissioning	2	8		40	40			90	\$ 19,260	\$ -	\$ 19,260
20.2 Operations Support	8	24	8	80	528	40	80	768	\$ 165,640	\$ 4,000	\$ 169,640
TASK 3 TOTALS	10	32	8	120	568	40	80	858	\$ 184,900	\$ -	\$ 188,900
TASKS 1-3 TOTAL HOURS	16	68	21	180	608	40	192	1125			
Cost Subtotal	\$ 5,280	\$18,700	\$ 6,930	\$ 34,200	\$ 133,760	\$ 8,800	\$ 32,640				
GRAND TOTAL											\$ 244,310



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Lina Hernandez, Interim Public Works Director

MEETING DATE: August 6, 2024

SUBJECT: Professional Services Agreement with LAE Associates, Inc. for the Street Reconstruction, Zone G – Phase 1 Project

RECOMMENDATION

Award a Professional Services Agreement to LAE Associates, Inc for construction inspection and testing services for the Street Reconstruction, Zone G – Phase 1 Project in the amount of \$136,630 plus a 15% contingency amount of \$20,495; and authorize the City Manager to execute the agreement.

BACKGROUND

Street Improvement Zone G is located the northeast part of the City, north of 253rd Street and east of Eshleman Ave. Many roads in this area are in need of rehabilitation and the latest findings from the Pavement Management Plan identified the streets in this zone as some of the areas with the worst pavement conditions in the City.

DISCUSSION

Public Works has prepared project specifications to rehabilitate streets in this zone of the City. Most of the street rehabilitation will involve full street reconstruction, and some areas will be repaired with asphalt overlay only.

In July 2022 the design of the project was awarded to David Evans and Associates (DEA). Design was completed in May 2024 and this project is divided into 4 phases due to sequencing with water pipeline replacements and available funding for street rehabilitation. Phase 1 of the Zone G Street Reconstruction Project includes Nordman

St., Turrell St., and Walnut St. (Turrell St. to the northern City border). This project also includes repairs to curb ramps on these streets.

On September 5, 2023, the City Council approved a list of three firms to provide on-call construction management, construction inspection, construction administration, and material testing services. This list includes LAE Associates, Inc. Staff recommends using the services of LAE Associates, Inc., as this firm has demonstrated excellent experience and qualifications having completed several similar projects with other agencies. The day-to-day construction management tasks will be performed by staff accompanied by Rainbow Engineering consultants. LAE Associates Inc's scope on this project will be for full time on-site inspection as well as material testing and labor compliance.

Proper notifications and public outreach through the City's regular outreach mediums will be used advising area residents and motorists to use alternate routes when possible during construction.

FISCAL IMPACT

This first phase of this project is budgeted for the 2024/2025 fiscal year under account number 311-810-5806.368 from the Street Fund.

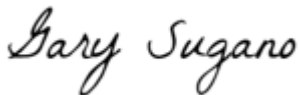
OPTIONS

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

ATTACHMENTS

1. PSA Agreement with LAE
2. Map of Phasing Plan

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Lina Hernandez
Interim Public Works Director



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND LAE ASSOCIATES INC.**

This AGREEMENT for Construction Management and Inspection Services is entered into this 6th day of August 2024, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and LAE Associates 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 construction management, construction inspection, construction administration and testing services for the Street Reconstruction, Zone G – Phase I Project.
- 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 \$136,630.00, 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 15% of these estimated costs, or up to \$20,495, for unexpected contingencies, or a total, not-to-exceed amount of \$157,125. If CONTRACTOR incurs expenses exceeding its estimated costs of \$136,630, 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 persons assigned to perform work under this Agreement are Fred Alamolhoda, Nasser Abbaszadeh, Kevin Alamolhoda, Jim Long, Ned Shaffer, Shawn Ariannia, and Sylvia Linn. 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 upon completion of the scope of work for the Street Reconstruction, Zone G – Phase I Project, unless earlier termination occurs under Section 14 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 20, 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 services 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 14 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 preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
25. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>LAE Associates Inc.</u> <u>650 N. Rose Drive, Suite</u> <u>182, Placentia, CA 92870</u>
<u>ATTN: City Manager</u>	<u>ATTN: Fred Alamolhoda</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 the signatures of all parties to this Agreement. CITY's City Manager 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 the 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 the following page]

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

CITY OF LOMITA

CONTRACTOR

Andrew Vialpando, City Manager

By:

Fred Alamolhoda, Principal-In-Charge

ATTEST:

Kathleen Horn Gregory, City Clerk

562646121

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Cover Letter

June 28, 2024

Frederic Aboujaoude, P.E.
Principal Engineer
City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

Exhibit A

SUBJECT: FEE PROPOSAL TO PROVIDE CONSTRUCTION MANAGEMENT, CONSTRUCTION INSPECTION, CONSTRUCTION ADMINISTRATION, AND MATERIAL TESTING SERVICES FOR THE STREET RECONSTRUCTION ZONE G - PHASE 1 PROJECT TO CITY OF LOMITA

Dear Mr. Aboujaoude,

LAE Associates, Inc. (LAE) is pleased to have the opportunity to submit this Fee Proposal to provide Construction Management, Construction Inspection, Construction Administration and Material Testing Services for the subject project.

Based on our review of the City's Request for Proposals (RFP), plans, and specifications, we are providing the City with three (3) options to choose from. Options A, B, and C are listed in the attached.

Thank you for the opportunity to present this fee proposal for your consideration. Please feel free to contact me with any inquiries at (714) 993-2840 or FredA@LAEassociates.com.

Sincerely,



Fred Alamolhoda, P.E.
President

Attachment: LAE's Fee/Cost Proposal
LAE's Fee Schedule
Sub-Consultant Fee Schedules

**LAE
Associates**

Fee Proposal

LAE's fee proposal options for the requested Construction Management, Construction Inspection, Construction Administration and Material Testing Services for the Street Reconstruction Zone G – Phase 1 Project for City of Lomita are given in the table below. Team members will adhere to the needs of the City to complete the requested tasks. Should the City have changes to the project, require revisions to the hours proposed, or have new information impacting the nature of the project, LAE is open to negotiating its fee.

Option A						
Classification	Hourly Rate	Pre-Construction Hours	Construction Hours	Post Construction Hours	Total Hours	Total Fee
Senior Construction Manager	\$180	16	160	24	200	\$36,000
Senior Construction Observer	\$156	16	600*	24	640	\$99,840
Senior Construction Observer – Overtime	\$185	-	24	-	24	\$4,400
Junior Engineering Aide / Administrative Assistant	\$70	16	45	16	77	\$5,390
Material Testing / Geotechnical Services (Geo-Advantec, Inc.)	-	-	-	-	-	\$20,000
Labor Compliance Services (GCAP Services)	-	-	-	-	-	\$7,000
Total						\$172,630

* Per the project's Notice Inviting Bids, anticipated duration for this project is eighty (80) working days. LAE is proposing to have Senior Construction Observer/Inspector on site for seventy (70) full-time working days (8 hours/day) and ten (10) half-time working days (4 hours/day) to preserve the City's budget.

Option B						
Classification	Hourly Rate	Pre-Construction Hours	Construction Hours	Post Construction Hours	Total Hours	Total Fee
Senior Construction Observer	\$156	16	600*	24	640	\$99,840
Senior Construction Observer – Overtime	\$185	-	24	-	24	\$4,400
Junior Engineering Aide / Administrative Assistant	\$70	16	45	16	77	\$5,390
Material Testing / Geotechnical Services (Geo-Advantec, Inc.)	-	-	-	-	-	\$20,000
Labor Compliance Services (GCAP Services)	-	-	-	-	-	\$7,000
Total						\$136,630

* Per the project's Notice Inviting Bids, anticipated duration for this project is eighty (80) working days. LAE is proposing to have Senior Construction Observer/Inspector on site for seventy (70) full-time working days (8 hours/day) and ten (10) half-time working days (4 hours/day) to preserve the City's budget.

Option C						
Classification	Hourly Rate	Pre-Construction Hours	Construction Hours	Post Construction Hours	Total Hours	Total Fee
Senior Construction Observer	\$156	16	600*	24	640	\$99,840
Senior Construction Observer – Overtime	\$185	-	24	-	24	\$4,400
Junior Engineering Aide / Administrative Assistant	\$70	16	45	16	77	\$5,390
Total						\$109,630

* Per the project's Notice Inviting Bids, anticipated duration for this project is eighty (80) working days. LAE is proposing to have Senior Construction Observer/Inspector on site for seventy (70) full-time working days (8 hours/day) and ten (10) half-time working days (4 hours/day) to preserve the City's budget.

Fee Schedule

LAE's fee to perform the requested staff augmentation work will be in accordance with the hourly rates shown below. Team members will adhere to the needs of the City of Lomita to complete the requested tasks.

Role	Hourly Rate
Principal-In-Charge	\$200
Senior Civil Engineer (P.E.)	\$180
Senior Project/Construction Manager (P.E.)	\$180
Senior Project/Construction Manager	\$175
Project/Construction Manager (P.E.)	\$165
Senior Construction Observer (Prevailing Wages)*	\$156
Senior Analyst	\$130
Junior Engineering Aid	\$70
Administrative Assistant	\$70
Actual Mileage (will be adjusted per IRS guidelines)	\$0.65/Mile
Other Direct Cost (printing, travel, etc.)	Actual

July 1, 2023 through June 30, 2026

with a three percent (3%) escalation clause to be approved by the City of Lomita after June 30, 2026.

*Will be adjusted per Department of Industrial Relations (DIR's) future periodic increases.

ENGINEERING SERVICES

ENGINEERING AND PROFESSIONAL SERVICES

Principal Geotechnical Engineer/Principal Engineering Geologist	\$	225.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer	\$	175.00	Per Hour
Registered Civil Engineer	\$	175.00	Per Hour
Project Manager	\$	135.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	\$	135.00	Per Hour
Administration	\$	60.00	Per Hour
CAD/GIS Technician	\$	150.00	Per Hour
Principal Geologist Forensic/Field and Office	\$	300.00	Per Hour
Principal Geotechnical Engineer Forensic (Field and Office)	\$	350.00	Per Hour
Senior Engineer Forensic (Field and Office)	\$	250.00	Per Hour
Field Engineer Forensic	\$	200.00	Per Hour
Principal Geotechnical Engineer and Geologist Expert Witness and Litigation Tasks	\$	350.00	Per Hour
Senior Geotechnical Engineer/Senior Registered Engineer Expert Witness and Litigation Tasks	\$	300.00	Per Hour

GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE

FIELD DRILLING AND TESTING

*Field Testing/Sampling Helper (Technician - Prevailing Wage)	\$	120.00	Per Hour
*Surcharge of \$10 per/hr. for projects under PLA/CWA agreements			
Drilling – Hollow Stem Auger (6-8" diameter) (Minimum \$3600/day) (subject to adjustment)	\$	750.00	Per Hour
Drilling – Mud Rotary Wash Drilling (Minimum 8 hrs.)	\$	6500.00	Per Day
Drilling – Cone Penetration Test (minimum 4 hrs. and 8 hrs. after)	\$	7000.00	Per 8 Hr. Shift
Coring- Pavement (Crew + Equipment, including rapid set concrete or cold AC patching)	\$	250.00	Each Core
Saw-Cut – R-value Sampling (Crew + Equipment, including rapid set concrete or cold AC patching)	\$	350.00	Each Location
Sample Pickup (truck + driver, min. 2 hrs.)	\$	75.00	Per Hour
GPR Survey	\$	3500.00	Per Day
Percolation Test (Falling Head Method - Max. depth 15')	\$	4000.00	Per Test

INSPECTION SERVICES

GEOTECHNICAL MONITORING

DURING CONSTRUCTION TESTING AND INSPECTION SERVICES

*Soil Technician / Field Engineer (Prevailing Wage)	\$	140.00	Per Hour
*Surcharge of \$10 per/hr. for projects under PLA/CWA agreements			
Soils/Materials Inspector (Regular Wage)	\$	90.00	Per Hour
Technician / Field Engineer – Pile and Tieback Monitoring & Inspection	\$	140.00	Per Hour
Deputy Grading Inspector (City of LA)	\$	150.00	Per Hour
Nuclear Gauge Equipment	\$	75.00	Per Day

MATERIALS SPECIAL INSPECTION

*Inspector/Concrete, Batch Plant Inspection	\$	140.00	Per Hour
*Inspector/Masonry	\$	140.00	Per Hour
*Inspector/Welding/Steel/Tagging & Sampling	\$	140.00	Per Hour
*Inspector/Post-Tension	\$	140.00	Per Hour
*Inspector/Fireproofing	\$	140.00	Per Hour
*Inspector/UT	\$	150.00	Per Hour
*Inspector/Pull Test	\$	150.00	Per Hour
*Surcharge of \$10 per/hr. for projects under PLA/CWA agreements			

REPORTS

Soils (Geotechnical/Geohazard Evaluation) Report		Varies - Lump Sum
DSA-293 Report	\$	750.00 Ea. Cert.
DSA-291 Report	\$	750.00 Ea. Cert.
Final Grading / Compaction Report (Comprehensive-Minimum)	\$	3000.00 Each
Pad Certificate Report/Letter	\$	1500.00 Each

REPORTS

Utility Trench Compaction Report – (Length <4000 L.F.)	\$	2500.00	Each
Wall Backfill Report	\$	2500.00	Each
Monthly Interim In-Grading Report	\$	1500.00	Each
Pile/Shoring Monitoring Report (Final)	\$	Quote	Each
Plan Review (Grading/ Foundation)	\$	2500.00	Each
Materials Testing Final Verification Letter	\$	1000.00	Each Project
Laboratory Report Review Letter (Stamped)	\$	750.00	Each

LABORATORY TESTING

SOIL AND AGGREGATE

CLASSIFICATION & PHYSICAL CHARACTERISTICS

ID	ASTM	CTM			
T101	D2937	CT212	Unit Weight	\$	20.00 Each
T102	D4829		Expansion Index	\$	125.00 Each
T103	C117, D1140		Finer than #200 Wash	\$	50.00 Each
T104	D422, C136	CT202	Sieve Analysis- Coarse & Fine Including wash	\$	150.00 Each
T105	D422, C136	CT202	Sieve Analysis- Coarse Aggregate	\$	125.00 Each
T106	D422, C136	CT202	Sieve Analysis- Fine Including Wash	\$	125.00 Each
T107	D422	CT203	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	\$	200.00 Each
T108	D422	CT203	Hydrometer Analysis only	\$	125.00 Each
T109	D4318	CT204	Atterberg Limits LL, PL, & PI of Soils	\$	125.00 Each
T110	D2435		Consolidation (without Time Rate)	\$	185.00 Each
T111	D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	\$	100.00 Each Set
T112	C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	\$	90.00 Each
T113	C127	CT206	Absorption Only, Coarse Aggregate	\$	65.00 Each
T114	C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	\$	160.00 Each
T115	C128	CT207	Absorption Only, Fine Aggregate	\$	90.00 Each
T116	AASHTO T100	CT209	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	\$	140.00 Each
T117	D2216	CT226	Water Moisture Content	\$	20.00 Each
T118	D3080		Direct Shear (3 Points)	\$	250.00 Each
T119	D3080		Direct Shear Remolded sample (3 points)	\$	300.00 Each
T120	D1557-A, B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	\$	150.00 Each
T121	D1557-C		Maximum Density 6 in. Mold Passing 3/4 in. Sieve	\$	160.00 Each
T122	D2166	CT221	Unconfined Compressive Strength of Cohesive Soil	\$	150.00 Each
T123	D2844	CT301	R-Value, Untreated Material (3 Points)	\$	300.00 Each
T124	D2844	CT301	R-Value, Treated Material	\$	325.00 Each
T125	D4791	CT235	Flat and Elongated Particles	\$	230.00 Each
T126	D3744	CT229	Durability Index (fine and coarse) in Aggregate	\$	250.00 Each
T127	D3744	CT229	Durability Index (fine or coarse) in Aggregate	\$	160.00 Each
T128	C142		Clay Lumps and Friable Particles in Aggregate	\$	150.00 Each

SOIL AND AGGREGATE					
CLASSIFICATION & PHYSICAL CHARACTERISTICS					
ID	ASTM	CTM			
T129	C40	CT213	Organic Impurities in Fine Aggregates for Concrete	\$ 70.00	Each
T130	D5821	CT205	Percentage of Crushed Particles	\$ 180.00	Each
T131	C131	CT211	Los Angeles Rattler Test, (Abrasion up to 1-1/2")	\$ 250.00	Each
T132	C535	CT211	Los Angeles Rattler Test, (Abrasion Large-up to 2-1/2")	\$ 290.00	Each
T133	C88	CT214	Sodium/Magnesium Sulfate Soundness of Aggregate, 5-cycles	\$ 340.00	Each
T134		CT216	Relative Compaction of Soils & Aggregates using California Impact Apparatus	\$ 210.00	Each
T135		CT227	Cleanness Value of Coarse Aggregate	\$ 190.00	Each
T136	D558		Moisture-Density Relations of Soil-Cement Mixtures	\$ 160.00	Each
T137	D1633-A		Compressive Strength of Molded Soil-Cement Cylinders using 4 in. Mold	\$ 55.00	Each
T138	D4546		One-Dimensional Swell or Collapse of Soils	\$ 120.00	Each
T139			Shelby Tube Cutting, Remolding or Trimming Specimens for testing	\$ 30.00	Each
T140	D1883		California Bearing Ratio, Maximum Density test separate charge	\$ 600.00	Each
T141	D2435		Consolidation (with time rate for 2 loads)	\$ 240.00	Each
CHEMICAL PROPERTIES OF SOILS					
ID		CTM			
T190		CT643	Resistivity	\$ 75.00	Each
T191		CT643	pH	\$ 50.00	Each
T192		EPA 300.0	Sulfate Content	\$ 65.00	Each
T193		EPA 300.0	Chloride Content	\$ 65.00	Each
T194		CT643 EPA 300.0 EPA 300.0	Corrosivity Series	\$ 200.00	Each
CONCRETE					
ID	ASTM	CTM			
T201	C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders, including Holds	\$ 35.00	Each
T202	C495		Compression, Lightweight Insulating Concrete	\$ 120.00	Each
T203	C42, C39		Concrete Cores Compression Test (excludes sampling)	\$ 80.00	Each
T204	C42		Drilling Cores from Shotcrete Panel (Lab)	\$ 110.00	Each
T205	C109	C515	Compression, 2"x2"x2" Cube Specimen	\$ 55.00	Each
T206	C496		Splitting Tensile Strength 6"x12" Cylinder	\$ 130.00	Each
T207	C78	CT523	Flexural Strength Test (6"x6"x21" Beam)	\$ 135.00	Each
T208	C157		Drying Shrinkage (Set of 3 bars, 4 readings, up to 90-days)	\$ 460.00	Each set
T209	C39		Unit Weight of Concrete Cylinders	\$ 50.00	Each
T210			Review Existing Mix Design	\$ 100.00	Each
T211			Drilling Cores from Shotcrete Panel (Field)	\$ 200.00	Each

MATERIALS TESTING						
ID	ASTM	CTM	UBC			
T301	D2216		7-6	Fireproofing Density Test	\$ 50.00	Each
T302				Mechanically Spliced Reinforcing Tensile Test up to size No.11	\$ 300.00	Each
T303	A416			Pre-Stress Still Strand (7 wire)	\$ 350.00	Each
T304	A615, A706			Reinforcing Tensile or Bend Up to No.8	\$ 65.00	Each
T305	A615, A706			Reinforcing Tensile or Bend No.9 to 11	\$ 90.00	Each
T306	A615, A706			Reinforcing Tensile or Bend No.11 to 14	\$ 205.00	Each
T307	N/A			Welding Procedure Review	\$ 100.00	Each
T308	F606			Anchor Bolts, Studs, or Threaded Rods Tensile Test under 100,000 lbf	\$ 200.00	Each
T309	F606, F3125			Bolt A325 or A490 Wedge Tensile and Hardness up to ¾"	\$ 130.00	Each
T310	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/8" in diameter, and Hardness	\$ 195.00	Each
T311	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/4" in diameter, and Hardness	\$ 200.00	Each
T312	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-3/8" in diameter, and Hardness	\$ 215.00	Each
T313	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/2" in diameter, and Hardness	\$ 240.00	Each
T314	F606, A194			Nut - Hardness and Proof Load under 100,000 lbf	\$ 55.00	Each
T315	F606, A194			Nut- Hardness and Proof Load Test 100,000-120,000 lbf	\$ 65.00	Each
T316	F436			Washer- Hardness	\$ 40.00	Each
HOT MIX ASPHALT TESTING						
ID	ASTM	CTM				
T401	D1561	CT304		Laboratory Test Maximum Density (LTMD), Hveem	\$ 280.00	Each
T402	D1560	CT304, CT366		Stabilometer Value	\$ 330.00	Each
T403		CT305		Stability - Swell	\$ Quote	Each
T404		CT308		Specific Gravity & Density of Core	\$ 80.00	Each
T405	D2041	CT309		Theoretical Maximum Specific Gravity & Density (Rice)	\$ 200.00	Each
T406		CT370		Moisture Content by Microwave Oven	\$ 60.00	Each
T407	D5444	CT202		Sieve Analysis of Extracted Aggregate Sample	\$ 150.00	Each
T408	C136	CT202		Sieve Analysis of Bin Aggregate Sample, each	\$ 60.00	Each
T409	C136	CT202		Sieve Analysis of Combined Aggregate Sample	\$ 200.00	Each
T410	D6307	CT382		Asphalt Content by Ignition Oven (Bitumen Content)	\$ 200.00	Each
T411	D6307	CT382		Asphalt Content by Ignition Oven (Correction Factor)	\$ 300.00	Each
T412	D1188	CT308		Unit Weight – Coated, Molded Specimen or Cores	\$ 80.00	Each
T413	D2726, D6926			Compacted Maximum Density – MARSHALL	\$ 220.00	Each
T414	D2172			Extraction, % Asphalt (Reflux) including wash and solvent charge	\$ 390.00	Each
T415	D2216	CT226		Emulsion Moisture Content by Oven	\$ 50.00	Each
T416	AASHTO T59	CT331		Residue by Evaporation	\$ 200.00	Each
T417	D3910			Wet Track Abrasion Test (WTAT)	\$ 170.00	Each

MASONRY TESTING					
ID	ASTM	UBC			
T501	C140		Compression Test of CMU Block (gross)	\$ 65.00	Each
T502	C140		Absorption & Moisture Content	\$ 60.00	Each
T503	C426		Linear Shrinkage	\$ 205.00	Each
T504	C140		Unit Weight	\$ 70.00	Each
T505	C140		Dimensional Measurements	\$ 50.00	Each
T506	C140		Compression Test of Masonry Core	\$ 80.00	Each
T507	C39, C780	21-16	Compression Test of 2" x 4" Mortar Cylinder	\$ 45.00	Each
T508	C1314	21-17	Compression Test of Composite Prism	\$ 200.00	Each
T509	C1019	21-18	Compression Test of 3" x 3" x 6" Grout	\$ 85.00	Each
T510	CBC 2105A.4		Shear on Masonry Cores, 2 Faces, 6" or 8" Cores	\$ 150.00	Each
T511			Saw Cutting Coupons, or trimming from Masonry Unit	\$ 40.00	Each
T512			GPR Scanning for Reinforcement	\$ 200.00	Each
T513			Masonry Wall Coring	\$ 200.00	Each
T514			Masonry Wall Coring above 5 feet from floor	\$ 300.00	Each

MINIMUM CHARGES FOR CONSTRUCTION PHASE INSPECTIONS

- All technicians and inspectors are based on a minimum of four (4) hours. Over four hours shall be real time for soils technicians and a minimum of eight (8) hours for materials inspectors. If an inspector or technician is scheduled to perform a service and no work is performed, two (2) hours for soils technicians and four (4) hour charge for material inspectors will apply and referred to as a show-up charge.

TRAVEL & MILEAGE

- No travel time and mileage costs for engineering staff and materials/special inspection personnel. Per the regulations of Department of Industrial Relations (DIR-Public Works Manual 2016), for soils technicians performing construction inspection and testing carrying a nuclear gauge device travel time will be charged at contractual rate, from GAI's closest office and for round trip drive time (Portal to Portal).
- For regular/non-prevailing jobs, a round-trip mileage cost equal to \$0.75 per mile, calculated from GAI's office to the project site, will be charged.
- The travel time and mileage fee may be subject to change per the negotiation with the client and written approval.

SCHEDULING & CANCELLATIONS

- A 24-hour notice is required when scheduling an inspection or technician. For same day scheduling and for after 3:00 pm the preceding day, the inspector/technician will be deployed to the site if a technician is available.

PREVAILING WAGE

- Our rates will increase proportionally every July 1 in accordance with the wage listed by the Department of Industrial Relations which is tied to Operating Engineers Local 12 documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become agreed upon basis for charges by GAI to Client.

LABORATORY TESTING

- A sample pick-up charge of 2-hour minimum with an hourly rate of \$75 will be billed in addition to the prices quoted.
- Material samples will be discarded after testing, unless notification by Client has been made to GAI's laboratory prior to testing. If Client requires samples be retrieved after testing or stored at GAI's laboratory for an extended duration of time, arrangements can be made at no additional cost to the client.

TERMS OF PAYMENT

- Invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice and will be subject to an additional charge of 1.5% of the unpaid balance for each month of delay. GAI reserves the right to terminate its services to Client without notice if all invoices are not paid currently. In case of service termination, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any, and all claims against GAI, its subsidiaries, affiliates, servants, and agents, for termination of work pursuant to this paragraph.



Category Rate Schedule

June 2023 – June 2026

Category Function	Hourly Rate
Labor Compliance Analyst I / Jobsite Interviewer	\$90.00
Labor Compliance Analyst II	\$100.00
Senior Compliance Analyst	\$115.00
Labor Compliance Manager	\$145.00

Terms and Conditions

1.0 Personnel Charges

- 1.1 Personnel time charges for professional services and direct project clerical and administrative support activities will be invoiced according to the applicable Category Rate.
- 1.2 All time is rounded to the nearest one-half hour.
- 1.3 The Category Rate Schedule is revised annually.
- 1.4 Personnel time charges for travel within the Continental United States are invoiced at the applicable Category Rate.

2.0 Travel and Living Expenses

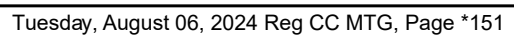
- 2.1 Travel expenses for transportation (including mileage reimbursement) and lodging expenses will be charged at actual cost.
- 2.2 Meals and incidental expenses will be charged at a pre-determined daily rate (based on location).

3.0 Other Charges

- 3.1 All project related expenses including materials, subcontractor costs, fees, deposits, tolls, and applicable federal, state, county, city taxes and surcharges and other costs incurred specifically for the project will be invoiced at actual cost.

4.0 Invoicing and Terms of Payment

- 4.1 Invoices will be submitted monthly. Payment for services is due upon net thirty (30) days from receipt.





CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Lina Hernandez, Interim Public Works Director

MEETING DATE: August 6, 2024

SUBJECT: Authorize a Change Order to Perform Design Analysis and Waive the Bidding Process for Construction for Emergency Repair of a Segment of Lomita Boulevard

RECOMMENDATION

Authorize a change order to perform design analysis and waive the bidding process for emergency repair of a segment of Lomita Boulevard for an amount not to exceed \$200,000 and appropriate the funds in Prop C Fund 220.

BACKGROUND

The City of Lomita owns and maintains approximately 33 centerline miles of roadways with approximately 5,826,000 square feet of pavement. The roadways include arterial/collector streets, local streets, and alleys.

Recently, it has come to the attention of City staff that a 300 foot long segment of pavement surface on westbound Lomita Boulevard at Lucille Avenue is exhibiting excessive deformation, or rutting, resulting in a 2-inch-deep settlement in the pavement. This is likely a result of compaction or mix design problems as this stretch of Lomita Boulevard was most recently repaved in 2013.

DISCUSSION

Due to the potential safety concerns, this segment is in need of urgent repair.

The scope of the work proposed includes the following:

- Perform design analysis to understand the causes of this settlement and to re-design this segment of Lomita Boulevard

- Demolition and reconstruction of this segment of Lomita Boulevard accordingly

On November 2, 2021, the City entered into a Professional Services Agreement with Onward Engineering for the design of the 247th Street Area Water Main Replacement Project. For cost saving and efficiency purposes, staff recommends that the design analysis for the Lomita Boulevard Repair be performed by Onward Engineering as a change order to their contract.

Additionally, the City expects to enter into an agreement with a pavement contractor for the First Phase of Zone G Street Reconstruction Project whose bid opening date is set for Augst 8, 2024. Similarly, for cost saving and efficiency purposes City staff recommends that construction work for the Lomita Boulevard Repair be performed by selected contractor as a change order to their contract.

Therefore, City staff recommends executing change orders to perform to carry out the repair of a segment of Lomita Boulevard in an amount not to exceed \$200,000. This abovementioned work will be performed as a change order to both contracts however the cost for will be paid separately.

FISCAL IMPACT

Appropriate \$200,000 from the Prop C Fund 220 available balance, an account code will be assigned after City Council approval.

1. Provide staff with further direction.
2. Approve the attached resolutions as recommended.

ATTACHMENTS

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:

A handwritten signature in blue ink, appearing to read "Lina Hernandez".

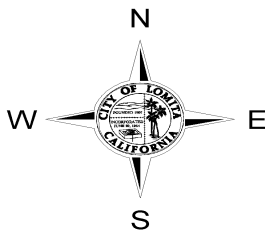
Lina Hernandez
Interim Public Works Director













CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Lina Hernandez, Interim Public Works Director

MEETING DATE: August 6, 2024

SUBJECT: Request to Waive the Bidding Process and Authorize Stephen Doreck Equipment Rentals to Complete Emergency Work at Alta Vista Ave.

RECOMMENDATION

Waive the bidding process and authorize Stephen Doreck Equipment Rentals to replace the water pipe at Alta Vista Ave. for an amount not to exceed \$150,000 and appropriate Funds in the amount of \$150,000 from the Water Capital Fund.

BACKGROUND

The City of Lomita owns and operates a State-regulated water system consisting of 41 miles of underground conveyance piping ranging from 2-inches to 16-inches in diameter with approximately 797 valves, 470 hydrants, and 55 flushing points. Approximately 70% of the City's water distribution system was constructed between 1928 and 1970.

A 600-ft long section of 4-inch water pipe on Alta Vista Avenue stretching from 263rd Street to the City limit was installed in 1928. Due to the small diameter of the pipe that no longer serves the growing water demand of the population, the pipe has frequently become blocked and is providing inadequate service to the residents. Staff attended frequent repairs of those overflowing of this pipe. Subsequently, the work to replace this pipe is considered urgent to mitigate future water supply issues.

DISCUSSION

The proposed work includes the following:

- Replace the existing 4-inch cast iron pipe with a new 6-inch PVC pipe.

- Install new 1-inch water services lines to the adjacent properties
- Replace the 4" fire hydrant with a new 6" fire hydrant assembly

On May 7, 2024, the City entered into an agreement with Stephen Doreck Equipment Rentals for construction of the 247th Street Area Water Main Replacement Project. Staff recommends that the City Council waive the bidding requirements to address this emergency work and authorize Doreck Equipment Rentals to replace the existing pipe at Alta Vista Avenue as a cost saving measure and for efficiency purposes.

The work will be performed as a change order to Agreement 2024-18 between the City and Stephen Doreck Equipment Rentals for an amount not to exceed \$150,000. The repair costs will be paid separately from the City's Water Fund.

FISCAL IMPACT

Appropriate \$150,000 from the Water Capital Fund available balance, and a line item account will be assigned after City Council approval.


OPTIONS

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

ATTACHMENTS

1. Map
2. Change Order Estimate

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:

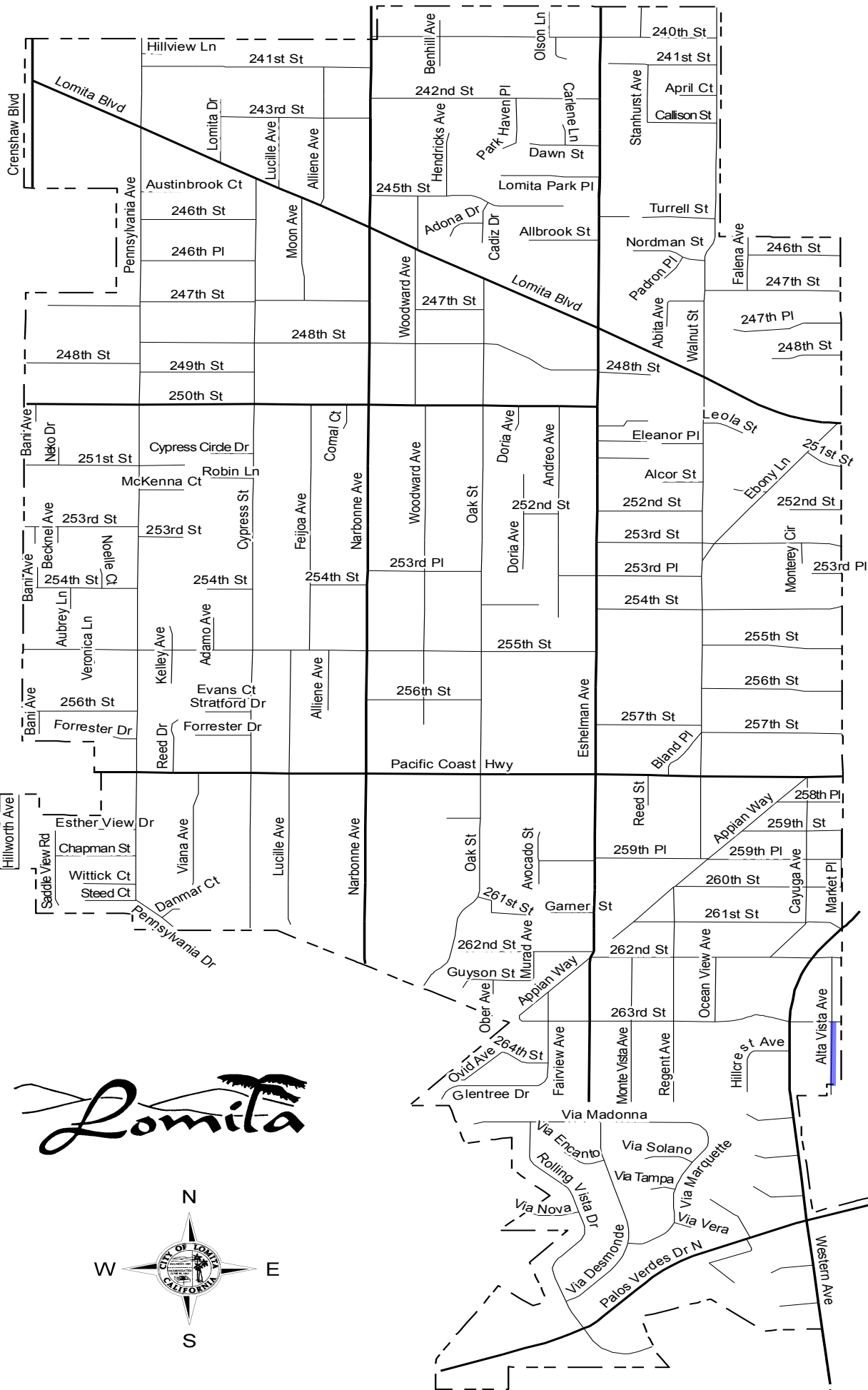


Andrew Vialpando
City Manager

Prepared by:



Lina Hernandez
Interim Public Works Director





**CITY OF LOMITA
PUBLIC WORKS DEPARTMENT**

DATE: July 1 2024

CONTRACTOR: Doreck Rental Equipment Inc
CONTRACT CHANGE ORDER: 1
PROJECT NO.: W-357
PROJECT DESCRIPTION: 247th Street Area Water Main Replacement

DAYS REQUESTED: 30

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file at the office of the Public Works Director/City Engineer.
You are hereby directed to make the herein-described changes to the plans and specifications. Note: This change order is not effective until approved by Owner, or until an authorized Field Order is executed.

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Alta Vista Ave Pipe Replacement - Emergency Repair existing pipe is 4" diameter cast iron at 40" deep and 600 ft long To be replaced with 6" PVC	550	EA	\$ 262.00	\$ 144,100.00
2	Install 1" water service lines	8	EA	\$ 2,380.00	\$ 19,040.00
3	Install 6" Fire Hydrant Assembly	1	EA	\$ 14,715.00	\$ 14,715.00
SUB TOTAL THIS CO					\$ 177,855.00

CURRENT CONTRACT AMOUNT	\$ 1,245,740.00
-------------------------	-----------------

TOTAL CHANGE TO CONTRACT PRICE	\$ 177,855.00
--------------------------------	---------------

REVISED CONTRACT TOTAL	\$ 1,423,595.00
------------------------	-----------------

This change order constitutes full and complete compensation for all labor, equipment, materials, overhead, pro-it, any and all indirect costs, and time adjustment to perform, the above-described changes. All other costs are non-compensable.

Signature _____
Pablo Viramontes
Doreck Construction Manager

Date: _____

Signature _____
Frederic Aboujaoude, P.E
Principal Engineer

Date: _____

Signature _____
Lina Hernandez
Interim Public Works Director

Date: _____

Doreck Construction
General Contractor Lic # A665471
9075 Telegraph Road
Pico Rivera, CA 90660

TEL (562) 949-4949 - FAX (562) 261-5038 -Cell (562) 733-8821

UNION CONTRACTOR ***CERTIFIED SMALL BUSINESS**

D.I.R. No. 1000011335 Exp. 06/30/26

CHANGE ORDER REQUEST (C.O.R.)

To: City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

C.O.R. No.: 2024-03-01

Date: 06/28/24

Additional Days Requested: 30

Attention: **Frederic Aboujaoude**

Description

Location: Alta Vista Avenue and Pine Knoll Avenue

Scope: Water Main Installation

	Bid Item #	Item Descriptions	Qty	Unit	Per Unit	Total
Line Item 1		Install 6" PVC Water Main	550	LF	262.00	\$ 144,100.00
Line Item 2		Install 1" Water Services	8	EA	2,380.00	\$ 19,040.00
Line Item 3		Install 6" Fire Hydrant Assembly	1	EA	14,715.00	\$ 14,715.00
Line Item 4					-	\$ -
Line Item 5					-	\$ -
Line Item 6					-	\$ -
Line Item 7					-	\$ -
Line Item 47					-	\$ -
Line Item 48					-	\$ -
Line Item 49					-	\$ -
Line Item 50					-	\$ -
Total Amount						\$ 177,855.00

Stephen Doreck Equipment Rentals, Inc.:

City of Lomita

Contractor Approval: Pablo Viramontes
Pablo Viramontes - Estimator

Customer Approval: _____

PLEASE CALL TO CONFIRM YOU HAVE RECEIVED THIS PROPOSAL

THANK YOU



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Lina Hernandez, Interim Public Works Director

MEETING DATE: August 6, 2024

SUBJECT: Award a Public Works Agreement to Rojas Construction for the Sidewalk Repair Program Project

RECOMMENDATION

Award a Public Works agreement to Rojas Construction for the Sidewalk Repair Program Project; approve in the amount of \$128,870, with a 15% contingency for unforeseen conditions in the amount of \$19,330, for a total contract amount not to exceed \$148,200; and authorize the City Manager to execute the agreement.

BACKGROUND

Staff conducted an extensive survey in 2023 to inspect the condition of sidewalks throughout the City. A total of 27 locations were identified as in need of repair and replacement. In some cases, repair of the sidewalk also requires repair or modification of the driveway aprons to conform with the City of Lomita Municipal Code Sec. 11-1.66.07 (C).

The purpose of this project to maintain a safe pedestrian walkway for residents and visitors alike as part of the City of Lomita's commitment to expanding pedestrian transportation safety.

DISCUSSION

City staff sent out letters on April 25, 2024, to the residents and property owners to provide notification and an opportunity to discuss any questions regarding this project by May 10, 2024. No calls nor concerns have been received as of the writing of this report.

The project design and bid package were prepared by City staff and advertised on June 3, 2024. Seven bids were received and opened by the City Clerk on July 18, 2024. Staff reviewed the contractors' proposals by evaluating their experience, credentials, and bid amount. Staff tabulated the bid results as summarized below:

CONTRACTOR	BID TOTAL
Rojas Construction	\$128,870.20
TVR Construction Engineering	\$139,912.00
CJ Concrete Construction, Inc	\$148,162.00
Gentry General Engineering, Inc	\$182,206.00
FS Contractors, Inc	\$188,097.00
FBD Vanguard Construction, Inc	\$203,647.00
We R Builders, Inc	\$214,914.00

Rojas Construction was determined to be the lowest responsible bidder. Staff recommends awarding a contract to Rojas Construction, in the amount of \$128,870.20. Staff also recommends authorizing a 15% contingency for unforeseen conditions, for a total contract amount of \$148,200.00.

Construction is anticipated to begin in September 2024 and the contract provides for 50 working days. Construction management will be handled by City staff.

FISCAL IMPACT

The project is included in the FY 2024-25 budget and is funded through the street fund.

OPTIONS

1. Approve the attached agreement.
2. Provide staff with further direction.

ATTACHMENTS

1. PSA with Rojas Construction

Reviewed by:

Approved by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Andrew Vialpando

Andrew Vialpando
City Manager

Prepared by:

Lina Hernandez

Lina Hernandez
Interim Public Works Director



CITY OF LOMITA PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between Rojas Construction (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 **SIDEWALK REPAIR PROGRAM** Project, bids were received, publicly opened, and declared on the date specified in the notice.
- B. On Aug 6th, 2024, 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 **SIDEWALK REPAIR PROGRAM** 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 Sidewalk Repair Program Project in the City of Lomita. The work shall be performed in accordance with the Plans and Specifications dated February 23, 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 **50 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 of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any 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. 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: Andrew Vialpando, City Manager

CONTRACTOR:

Rojas Construction

3539 S Carolina Ave, San Pedro CA 90731

Attention: Marco Rojas

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. 927532

CONTRACTOR:

Rojas Construction
3539 S Carolina Ave San Pedro, CA 90731

DATE By: _____

CONTRACTOR'S Business Phone 310-987-0727

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

CITY OF LOMITA, CALIFORNIA

DATE By: _____
Andrew Vialpando, CITY MANAGER

ATTEST:

DATE By: _____
Kathleen Horn Gregory, CITY CLERK

APPROVED AS TO FORM:

DATE By: _____
Trevor Rusin, CITY ATTORNEY

Attachments:

Exhibit A: Notice to Bid Package

Exhibit B: 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
SIDEWALK REPAIR PROGRAM**

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: _____



CITY OF LOMITA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

SIDEWALK REPAIR PROGRAM

BIDS Due

**July 18, 2024
01:00 P.M.**

TABLE OF CONTENTS

SECTION A-NOTICE INVITING BIDS (A)

NOTICE INVITING BIDS.....	A-2
---------------------------	-----

SECTION B-INSTRUCTIONS TO BIDDERS (B)

I. QUALIFICATION OF BIDDERS	B-2
II. BIDDER'S RESPONSIBILITY	B-3
III. ADDENDA TO CONTRACT DOCUMENT	B-3
IV. PREPARATION OF THE BID	B-4
V. BID BOND	B-5
VI. NON-RESPONSIVE BIDS AND REJECTION	B-5
VII. AWARD OF CONTRACT	B-5
VIII. EXECUTION OF CONTRACT	B-5
IX. APPRENTICESHIP EMPLOYMENT STANDARDS	B-6
X. PERMIT, LICENSE AND PUBLIC WORKS AGREEMENT	B-6
XI. INSURANCE	B-6
XII. PRE-BID INQUIRIES	B-6
XIII. LABOR CODE – SB 854	B-6
XIV. PREVAILING WAGE	B-6
XV. GUIDELINES DURING GENERIC PANDEMIC.....	B-7
XVI. CONFORMANCE WITH CITY OF LOMITA NOISE ORDINANCE.....	B-7
XVII. NOTIFICATION OF RESIDENTS OF START OF WORK.....	B-7

SECTION C-BID DOCUMENTS

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

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

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

SECTION E – PROJECT SPECIFICATIONS

SECTION F – CITY OF LOMITA STANDARD PLANS

**APPENDIX I – CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING
SUMMARY**

APPENDIX II – PHOTOS AND LOCATIONS OF WORK

APPENDIX III – DEMOLITION SCOPE OF WORK

APPENDIX IV – RESTORATION SCOPE OF WORK

APPENDIX V – CITY OF LOMITA TRASH COLLECTION SCHEDULE

APPENDIX VI – CITY OF LOMITA STREET SWEEPING SCHEDULE

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 July 18, 2024**, at which time all bids will be publicly opened and read in the City Council Chambers at the above address for:

SIDEWALK REPAIR PROGRAM

The City of Lomita has conducted a survey of various sidewalk locations and has identified 27 sites for restoration. The work includes demolition and reconstruction of sidewalks, approaches, driveways, curb, and gutters. The scope of work for demolition as well as restoration is outlined in Appendices II, III and IV.

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 "**SIDEWALK REPAIR PROGRAM.**"

Documents 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 at publicworks@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 C-8**. All work shall be completed within **50 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 June 27, 2024** via email at: publicworks@lomitacity.com and f.aboujaoude@lomitacity.com.

Kathleen Horn Gregory, MMC
City Clerk

Published in Daily Breeze on June 10, 2024, and June 27, 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, 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 C-8 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 similar projects which have been successfully completed in the State of California during the past 5 years.
- c. The Contractor or the Subcontractor performing the construction for similar projects shall have a minimum of 5 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.
- e. The Contractor shall apply for a City of Lomita business license details of which can be found in the link below:
<https://lomitaca.portal.opengov.com/categories/1091>

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 Documents

Prior to submitting a Bid, the Bidder shall examine the Plans and the Work site, carefully read the documents, 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 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 contract documents.

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the contract documents. 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

B-4

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)

B-5

- 4) Labor and Material Bond (100% of Bid price)
- 5) Workers' Compensation Insurance Certificate
- 6) Verification of Insurance Coverage (Certificates and Endorsements)
- 7) Construction Permit Application Form
- 8) Business License Application Form

IX. APPRENTICESHIP EMPLOYMENT STANDARDS

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

X. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall 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 June 27, 2024**, via email at publicworks@lomitacity.com and 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 PANDEMICS

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. 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 pandemic conditions that may be announced 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 location of the sidewalk being repaired. Contractor to facilitate access for residents.

SECTION C

BID DOCUMENTS

(TO BE SUBMITTED WITH BID PACKAGE)

BIDDER'S PROPOSAL

SIDEWALK REPAIR PROGRAM

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 50 working days from the date the notice to proceed is issued by the Engineer.

PROJECT BID ITEMS

Item No.	Item Description	Qty.	Unit	Unit Price	Total Bid
1	Mobilization and Demobilization	1	LS	\$	\$
2	Demolition of 6" thick driveway approach	1,233	SF	\$	\$
3	Demolition of 6" thick sidewalk	1,056	SF	\$	\$
4	Demolition of 4" thick sidewalk	2,760	SF	\$	\$
5	Demolition of Curb and Gutter	81	LF	\$	\$
6	Construction of 6" thick driveway approach	1,233	SF	\$	\$
7	Construction of 6" thick sidewalk	1,056	SF	\$	\$
8	Construction of 4" thick sidewalk	2,760	SF	\$	\$
9	Construction of Curb and Gutter	81	LF	\$	\$
TOTAL BID (Items 1 through 9)				\$	

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: _____

STATE OF CALIFORNIA }
COUNTY OF _____ }

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

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

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

Dated this _____ day of _____, 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: **SIDEWALK REPAIR PROGRAM** 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

SIDEWALK REPAIR PROGRAM

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: _____ Email and Number: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Email and Number: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Email and Number: _____
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 _____, 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 _____ 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 _____ 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 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 **50 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 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 Indemnatee. 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 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 Indemnatee. 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

DATE By: _____

CONTRACTOR'S Business Phone _____

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

CITY OF LOMITA, CALIFORNIA

DATE By: _____
_____, CITY MANAGER

ATTEST:

DATE By: _____
Kathleen Horn Gregory, CITY CLERK

APPROVED AS TO FORM:

DATE By: _____
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
SIDEWALK REPAIR PROGRAM**

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 **SIDEWALK REPAIR PROGRAM II** as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

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

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

PERFORMANCE BOND (CONTINUED)

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

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

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, [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 **SIDEWALK REPAIR PROGRAM** 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.

LABOR AND MATERIAL BOND (CONTINUED)

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

EXECUTED, SEALED AND DATED this day of , 20 ____

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

SIDEWALK REPAIR PROGRAM,

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

PART 1 - GENERAL PROVISIONS

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

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

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

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

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

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

1-7 AWARD AND EXECUTION OF THE CONTRACT.

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

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

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

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

1-7.2 Contract Bonds. [Add the following to the Standard Specifications:]

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

SECTION 2 - SCOPE OF THE WORK

2-1 WORK TO BE DONE. [Add the following to the Standard Specifications:]

Scope of Work. The Work generally consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to rehabilitate the pavement on various streets in Zone G and to upgrade designated curb ramps to current ADA Standards as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

The Work also includes all necessary traffic control; preparing and updating construction schedules; posting signs for “NO PARKING” and arranging for towing of cars, if necessary; protecting all utility covers in place; and installing temporary pavement markers.

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

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

2-5.4 HAUL ROUTES.

Only designated truck routes shall be used for hauling materials away from the job site or delivering materials to the job site.

2-5.4.1 VEHICULAR ACCESS - When the Contractor begins excavation of a residential driveway, safe access shall be provided within 4 hours and not later than the end of the same workday in which excavation began.

The Contractor shall be responsible to provide at least 48-hour written notice to each affected property before closing or partially closing any driveway or pedestrian access.

At least three (3) days prior to starting work in any location or any street closure, the Contractor shall distribute written notices to all homeowners and residents within 100 feet of the project that will be impacted by the work. The written notices shall be reviewed and approved by the City before the Contractor sends them out.

- 1) The Contractor shall provide a minimum 1-inch-thick temporary asphalt surface for an access ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the Work, the Contractor shall obtain prior written approval of the Engineer.

[Add the following subsections:]

2-5.4.2 TRAFFIC CONTROL PLAN - The Contractor shall prepare traffic control plans signed by a registered civil or traffic engineer in the State of California and submit them to the City for approval at or prior to the pre-construction meeting. The Contractor hereby understands and

agrees that failure to adhere to, or deviation from, the approved traffic control plans, without prior approval of the Engineer, shall constitute a breach of Contract.

Full compensation for complying with the submittal requirements, furnishing, placing and removing traffic control shall be on a lump sum basis per the Contract Unit Price.

2-5.4.3 TEMPORARY PAVEMENT MARKINGS - Temporary pavement markers/stripping shall be provided by the Contractor prior to leaving the Work site. These temporary markings shall be as follows:

All temporary striping and signs shall be maintained, or replaced as necessary by the Contractor, until permanent striping is restored.

All costs associated with the above requirements shall be included in the Contract Lump Sum Price for Traffic Control.

2-5.4.4 TEMPORARY "NO PARKING" SIGNS - The Contractor is responsible for posting "Temporary No Parking" signs at least seventy-two (72) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day, then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch-high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of the street. Signs shall not be posted on trees, traffic signal poles, utility poles, streetlights, or any other street furniture.

Signs shall be professionally made of moisture-resistant, heavy-duty cardboard or other approved material. All signs shall be maintained by the Contractor and kept free of graffiti. Any sign that becomes illegible or is removed shall be replaced within twenty-four (24) hours. The Contractor shall only be permitted to restrict parking for the minimum time necessary to complete on-going work. The Contractor shall be responsible for removing and repost "Temporary No Parking" signs when work will be delayed for more than five (5) consecutive days, or if the work must go beyond the end date shown on the signs, or otherwise directed by the Engineer.

The Contractor shall obtain approval for the signs and the placement thereof from the Engineer. Immediately after this approval and posting, the Contractor shall notify Los Angeles County Sheriff Department – Lomita Station, (310) 539-1661 for review and enforcement. The parking restriction cannot be enforced until the signs have been in place 48 hours and the Police notified.

The Contractor shall maintain said signs through the day of work and shall remove all said signs on or within one (1) calendar day of the completion of work within the restricted parking area.

Full compensation for furnishing, placing, maintaining, and removing temporary signs shall be considered as included in the Contract lump sum Price for Traffic Control.

[Add the following subsections:]

2-5.4.5 STREET CLOSURES, DETOURS, BARRICADES

The Contractor shall conform to the requirements for street closures, detours, and barricades as stipulated in the Special Provisions. However, deviations from the requirements stipulated in the Special Provisions may be permitted upon written approval of the Public Works Director when such deviations are in the best interest of the City.

[Replace the second paragraph of the Standard Specifications with the following:]

The Contractor shall notify the Public Works Department at (310) 325-7110, at least ten (10) working days in advance of closing or partially closing any street and comply with their requirements. In addition, the Contractor shall notify the Los Angeles County Sheriff's Department, (310) 539 -1661 and Los Angeles County Fire Department at (310) 326-2461 at least two (2) working days in advance of such closing.

[Add the following to the Standard Specifications:]

The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other devices necessary to control traffic as specified in the project plans, traffic control plans and these specifications. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer.

Full compensation for furnishing, installing, maintaining, and removing the above traffic control devices shall be considered as included in the Contract Lump Sum for Traffic Control.

Where streets in which improvements are being constructed are specified hereinafter to be closed to through traffic, it shall be understood that such closures shall apply only to the portions of such streets where construction is in progress.

After award of the contract, the Contractor shall submit to the City its proposed schedule for closure based on the Traffic Control Plan and comply with the requirements specified herein. This submittal shall be made sufficiently in advance (street closure schedules **MUST** be submitted ten (10) days prior to closing the affected street) of any rerouting or diversion of

traffic by the Contractor to allow for a review of the Contractor's proposed traffic control by the Public Works Director.

2-5.4.6 PROJECT CONSTRUCTION SIGNS AND PORTABLE CHANGEABLE MESSAGE SIGNS - The Contractor shall furnish and install signs at locations to be determined by the Engineer. The signs shall be in accordance with City of Lomita Standard Plan No. T503.

The Contractor shall furnish and install a maximum of (4) Portable Changeable Message signs (PCMS) per street section (one for each direction of travel) on the construction site for use during construction of the project and including two weeks prior to the start of construction. Each PCMS shall be manufactured by Solar Tech and be model MB2 (contact BC Rentals at (714) 279-6868 for information). The Contractor shall install a locking device on each PCMS to prohibit access to the computer keyboard. The Contractor shall provide to the Engineer the key or combination to each locking device and the computer password to each PCMS **OR** possess any equipment, on any working day, to enter or modify a message for each PCMS as directed by the Engineer. Contractor shall relocate each PCMS as directed by Engineer at no additional cost to the City.

Full compensation for furnishing, installing, maintaining, and removing signs shall be on a lump sum basis as part of the Traffic Control Bid Item.

2-8 EXTRA WORK

[Add the following to the Standard Specifications:]

Payment for additional work and all expenditures more than the Contract Price must be authorized in writing by the Engineer. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

The Contractor shall be responsible for providing all data and to obtain all approvals required by the Specifications, including submittal of Daily Extra Work Reports. Disputed work claims shall comply with 2-8 as modified herein.

SECTION 3 – CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. [Add the following sentence to the first paragraph of the Standard Specifications to read as follows:]

The Contractor shall maintain and control one set of Plans and Specifications on the Work site. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the

Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

[Add the following subsections of the Standard Specifications:]

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

1) Project Plans

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

2) Standard Plans

- a. City of Lomita Standard Plans, latest edition
- b. Standard Plans for Public Works Construction, 2021 edition, promulgated by Public Works Standards, Inc.
- c. Standard Plans of the State of California Department of Transportation (Caltrans), latest edition

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

- 1) Standard Specifications for Public Works Construction, 2021 edition and supplements thereto, hereinafter referred to as the Greenbook, as written and promulgated by Public Works Standards, Inc. The Greenbook is published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) Sections 84, 86 and 90 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.

3-7.2 Precedence of the Contract Documents. [Replace the entire subsection of the Standard Specifications with the following:]

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

- 1) Permits issued by other agencies.
- 2) Change Orders (including Plans and Specifications attached thereto).
- 3) Public Works Agreement
- 4) Addenda
- 5) Special Provisions

- 6) General Provisions
- 7) Plans/ Appendices
- 8) City Standard Plans
- 9) Other Standard Plans
- 10) Greenbook
- 11) Reference Specifications

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

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

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

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

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

-3-8 SUBMITTALS.

Submittals are required for the following:

- Construction Schedule
- Concrete Mix Designs
- Concrete Supplier Certification of Compliance
- Concrete Quality Control Tests

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

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

3-12 WORK SITE MAINTENANCE.

3-12.1 GENERAL. [Add the following to the Standard Specifications:]

3-12.1 Temporary Light, Power, and Water. The Contractor shall obtain a construction water meter from the City. An \$800 deposit is required and refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the City's current water rates.

3-12.1.2 Graffiti Removal. The Contractor shall maintain the Work, all its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract. The Contractor shall respond to any request from the Engineer to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such a request, the City reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

3-12.4 STORAGE OF EQUIPMENT AND MATERIALS.

3-12.4.2 STORAGE IN PUBLIC STREETS. [Add the following to the Standard Specifications:]

Contractor's Storage Yard. The Contractor shall be responsible for obtaining a storage yard for the duration of the Work. If the proposed location of the yard is located within the boundaries of the City, the Contractor shall obtain prior approval from the Engineer. Contractor's equipment will not be allowed to park overnight on any City Street.

3-13 COMPLETION, ACCEPTANCE AND WARRANTY. [Add the following to the Standard Specifications:]

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

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

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

[Add the following subsection of the Standard Specifications:]

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

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL- [Add the following paragraph after the second paragraph of the Standard Specifications:]

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

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

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

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

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

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

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

4-2 PROTECTION. [Add the following to the Standard Specifications:]

The Contractor shall assume all risks and expense of interference and delay in his operations, and the protection from or the repair of damage to improvements being built under the contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to an extension of time in accordance with the provisions of Subsection 6-4. The Contractor shall also assume full responsibility and expense of protecting, or removing and returning to the site of Work, all equipment or materials under his care endangered by any action of the elements.

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-7 SAFETY. [Add the following to the Standard Specifications:]

5-7.2.4 PUBLIC SAFETY DURING NON-WORKING HOURS

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

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

situation exists.

5-7.2.5 WRITTEN COMMUNICATIONS

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. [Replace the entire subsection of the Standard Specifications with the following:]

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

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

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

6-1.2 Commencement of the Work. Construction schedules shall consider the following:

1- TRASH COLLECTION.

The Contractor shall coordinate with the City regarding the latest trash collection schedules shown in Appendix VI. The Contractor shall facilitate access for the trash pickup.

2- STREET SWEEPING:

The Contractor shall coordinate with the City regarding the latest street sweeping schedules shown in Appendix VII. The Contractor shall facilitate access for the street sweepers

3- TEMPORARY PAVEMENT MARKINGS; CAT-TRACKING AND STRIPING:

Reflective yellow and white "Tabs" MUST be installed following the installation of asphalt to indicate locations of lane lines, STOP limit lines, and all yellow crosswalks and shall be maintained until new striping is installed. Cat-tracking layout for final pavement markings shall be completed at least 48 hours prior to scheduled placement and the Engineer shall approve cat-tracking prior to final placement. Striping shall take

place a minimum of seven (7) days after paving.

4- WORK HOURS.

Work shall be performed between the hours of 7:00 A.M. and 4:00 P.M. unless otherwise approved by the Engineer. The Contractor will be allowed to work on Fridays when City Hall is scheduled to be closed. No work shall occur on Sundays or holidays. The following days are holidays: Memorial Day, May 27, 2024; Independence Day, July 4, 2024; Labor Day, September 2, 2024; Veteran's Day, November 11, 2024; Thanksgiving Day, November 28, 2024; Friday following Thanksgiving Day, November 29, 2024 as well as the week between

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

6-10 SEQUENCE OF CONSTRUCTION

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

SECTION 7 - MEASUREMENT AND PAYMENT

7-2 LUMP SUM WORK

[Add the following to the Standard Specifications:]

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

7-3 PAYMENT

7-3.1 General

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

Bid Item No. 1 – Mobilization and Demobilization: Work under this item shall be considered full compensation but not be limited to include the cost to secure bonds and insurance, movement of personnel, equipment, materials and incidentals to and from the project sites, securing a temporary construction yard, maintaining the project in a safe, clean and orderly manner during construction and final cleanup of the work and staging sites, furnishing and providing all labor, materials, equipment, scheduling activities, and preparatory work that must

be performed, or costs incurred before starting work and after completing the work on the various items on the job site, including all costs obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the CITY; and complying with the requirements specified in those licenses and permits; coordination, field office facility, all required submittals specified within these Specifications, and incidentals necessary to perform all related items of work. The City of Lomita will waive its permit fee; however, permit fees of all other agencies shall be the sole responsibility of the Contractor. The Contractor shall comply with the requirements specified by each license or permit. Progress payments for Mobilization and Demobilization bid item shall be paid for in accordance with the completion percentage of the Project to the Contractor and shall include the cost of such mobilization/demobilization and administration during the entire Contract period. No additional compensation will be allowed.

Mobilization shall include compliance with water and air quality laws; maintaining dust control at all times; furnishing all water required for the construction work; protection of utilities, survey monuments, trees, fences, walls, landscaping and other facilities.

Work under this item shall include all related Demobilization costs, including the removal of any remaining Underground Service Alert (USA) utility markings or other construction paint markings, by means of wet sand blasting or other pre-approved method on the sidewalk, curb/gutter and pavement.

Mobilization shall include all work shown on the plans, which is not compensated in a bid item of work. This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement, restoration and adjustment of existing improvements, and establishing the location and depth of city traffic signal conduit, by potholing as necessary, where significant excavation may occur. Underground facilities on these plans are for reference only. It is the Contractor's responsibility to determine the exact location of potentially conflicting conduit.

The Contractor shall confine his operations and work area to the street right-of-way and is responsible for securing an adequate storage site for equipment and materials. No encroachment into private property will be permitted without prior written consent of the property owner and Engineer. Obtaining this consent will be the responsibility and at the cost of the Contractor. The Contractor shall provide supervisory personnel to keep the construction site in a safe condition at all times.

The Contractor shall maintain the streets and adjacent streets open for ingress and egress and for parking. Approval of the staging and work plan shall be at the discretion of the City.

The Contractor shall obtain bonds, insurance, and financing for entire project prior to beginning work.

The Contractor shall provide supervisory personnel to maintain the construction site in a safe condition and all other related work as required at all times. These requirements shall also apply to all non-working days during the construction period. The Contractor is responsible for

securing an adequate storage site for equipment and materials.

Included in this item are up to date as-built drawings to be submitted to the Engineer by the contractor for review prior to request of payment.

Payment: "Mobilization and Demobilization" shall be made at the lump sum price indicated in the Bid Schedule and progress payments shall be made upon the judgment of the Engineer as percent complete.

Bid Item No. 2 – Demolition of 6" thick driveway approach.

Work under this item shall include, but not be limited to, furnishing all labor, tools, equipment, and material costs for demolition of 6" thick driveway approach.

Payment shall be made per square foot unit price as indicated in the Bid Schedule.

Bid Item No. 3 – Demolition of 6" thick sidewalk.

Work under this item shall include, but not be limited to, furnishing all labor, tools, equipment, and material costs for demolition of 6" thick concrete sidewalk.

Payment shall be made per square foot unit price as indicated in the Bid Schedule.

Bid Item No. 4 – Demolition of 4" thick sidewalk.

Work under this item shall include, but not be limited to, furnishing all labor, tools, equipment, and material costs for demolition of 4" thick concrete sidewalk.

Payment shall be made per square foot unit price as indicated in the Bid Schedule.

Bid Item No. 5 – Demolition of Curb and Gutter: Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for removing and disposing the existing curb and gutter per Section 401-3.2 of the SSPWC (2021), sawcutting, restoring all existing improvements damaged by the work, and all other work items as required to complete the work in place.

Payment: "Remove PCC Curb and Gutter" shall be made on a lineal foot unit price basis as indicated in the Bid Schedule.

Bid Item No. 6 - Construct 6" Driveway Approach: Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for grading and compacting subgrade, constructing concrete driveway approach per Section 201 and 303-5 of the SSPWC, installing expansion joint material, constructing weakened plane joints, restoring all existing improvements damaged by the work, and all other work items as required to complete the work in place.

Payment: "Construct 6" Driveway Approach" shall be made on a square foot unit price basis as indicated in the Bid Schedule.

Bid Item No. 7 - Construct 6" Sidewalk: Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for grading and compacting subgrade, constructing concrete sidewalk per Section 201 and 303-5 of the SSPWC, installing expansion joint material, constructing weakened plane joints, restoring all existing improvements damaged by the work, and all other work items as required to complete the work in place.

Payment: "Construct 6" Sidewalk" shall be made on a square foot unit price basis as indicated in the Bid Schedule.

Bid Item No. 8 - Construct 4" Sidewalk: Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for grading and compacting subgrade, constructing concrete sidewalk per Section 201 and 303-5 of the SSPWC, installing expansion joint material, constructing weakened plane joints, restoring all existing improvements damaged by the work, and all other work items as required to complete the work in place.

Payment: "Construct 4" Sidewalk" shall be made on a square foot unit price basis as indicated in the Bid Schedule.

Bid Item No. 9 - Construct Curb and Gutter: Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for grading and compacting subgrade, constructing concrete PCC Cross Gutter per Section 201 and 303-5 of the SSPWC, installing expansion joint material, constructing weakened plane joints, restoring all existing improvements damaged by the work, and all other work items as required to complete the work in place. Height of the curb to be constructed to match the existing.

Payment: "Construct Curb Gutter" shall be made on a linear foot unit price basis as indicated in the Bid Schedule.

7-4.3 MARKUP. [Add the following to the Standard Specifications:]

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

[Replace the subsection of the Standard Specifications with the following:]

7-4.3.1 Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 7-4.2.1, 7-4.2.2, and 7-4.2.3.

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

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

[Replace the subsection of the Standard Specifications with the following:]

7-4.3.2 Work by Subcontractor. When any part of the extra work is performed by a subcontractor, the markup established in 7-4.2.1 shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added more than \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

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

PART 2 - CONSTRUCTION MATERIALS

Contractor to adhere to the standard specifications of the Green Book (2021) Part 2 for all construction materials.

Specifically, concrete shall comply with Class 520-C-2500 per Section 201 of the Green Book.

PART 3 - CONSTRUCTION METHODS

300-1 Sidewalk Limits & Concrete Joints

In the case where a sidewalk is being constructed at the border of two property lines, the contractor shall maintain a construction joint at the property line.

In the case where a fence is located right at the edge of the sidewalk, the contractor shall sawcut the edge and prevent damage to the fence. Any damage will be liable to the contractor.

300-2 Inspection and Final Acceptance

Upon completion of the work, the contractor shall request inspection from the City at least 5 business days in advance. The City inspector shall provide a recommendation to the City Engineer for final approval.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

[Add the following paragraphs to the Standard Specifications:]

The Contractor shall be responsible for protecting all new concrete work from being etched, scratched, or otherwise marked or having wet slough material deposited thereon. If new concrete work is marked, the Contractor shall replace it at its expense in accordance with 303-5.7 of these special provisions.

The Contractor shall perform all private lawn, hardscape, and parkway restorations, (not included in the project plans) including restoration of irrigation systems and existing curb drains within five (5) days after the adjacent improvements have been constructed at his own expense. The Contractor shall not delay restorations for tree plantings.

400-2 PERMANENT SURVEY MARKERS

The Contractor shall not disturb or destroy any existing monuments or benchmarks. If any survey monuments or benchmarks need to be removed and replaced, Contractor shall notify the Engineer prior to construction.

Before removing any monuments in preparation for construction, the Contractor's licensed land surveyor will set at least four ties for each monument to be removed and replaced, all at Contractor's expense. After construction, the Contractor will replace each monument using the aforementioned ties and file a corner record for each replaced monument, all at Contractor's expense.

400-3 Tree Root Cutting Coordination

Whenever unforeseen utilities are encountered, the Contractor shall contact the respective utility agency. The Contractor shall inform the Engineer about any utility conflicts to coordinate a solution with the utility agency.

The Contractor shall be responsible for repairing any utilities damaged during their work at no extra cost to the City.

SECTION 401 – REMOVAL

401-1 General. [Replace the entire subsection of the Standard Specifications with the following:]

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, asphalt and PCC concrete pavements and sidewalks (including base, where applicable), and miscellaneous items as shown on the Plans. The Contractor shall conform to the following requirements:

- 1) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 2) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- 3) The Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.

The limits for sidewalk, curb and gutter and driveway shown on the plans are approximate. The actual removal and/or construction limits shall be as marked and/or directed by the Engineer in the field.

Add the following to the Standard Specifications:

401-1.1 CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING.

GENERAL. Consistent with the City's efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the Contractor shall reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by this Contract hereby diverting the debris from disposal facilities, saving landfill space, and

conserving virgin materials and natural resources.

The Contractor shall abide by Caltrans Guidance on Concrete Waste as outlined in Caltrans Standard Specifications (2021) as follows:

- **Section 13-4.03D (3)**

Prevent the discharge of concrete and asphalt concrete waste into storm drain systems and receiving water. Collect concrete waste simultaneously with the waste-producing activity. Concrete waste includes grout, dust, debris, residue, and slurry from demolition, saw cutting, coring, grooving, or grinding activities. Dispose of liquid residue from concrete grooving or grinding activities at an appropriately permitted disposal facility. If authorized, you may transport liquid grooving or grinding residue to a contractor-support facility for drying.

- **Section 13-9.01C**

At least 5 business days before starting concrete activities, submit an informational submittal that includes:

- 1. Location of each concrete washout*
- 2. Name and location of the off-site disposal site to receive the concrete waste*
- 3. Copy of the permit issued by the Regional Water Quality Control Board (RWQCB) for the off-site commercial disposal site*
- 4. Copy of the permit issued by the state or local agency with jurisdiction over a disposal site located outside of the State Retain and submit tracking records for the disposal of concrete waste as an informational submittal.*

Submit a certificate of compliance for (1) the fabric bag for gravel-filled bags and (2) the plastic liner.

RECYCLING SUMMARY. The Contractor shall file with the City Engineer, prior to the acceptance of the work, a Recycled Materials Certificate using the Recycling Summary form on Appendix I. The Recycled Materials Certificate list all recycled materials used in connection with work or delivered off-site for recycling. Certificate shall include for each recycled material type: a) Material description, b) Material quantity, c) Method of measurement, d) Material deposition location.

SECTION 402 – UTILITIES

402-1 LOCATION. [Add the following to the Standard Specifications:]

The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule per Section 6-1.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-227-2600 at least 48 hours prior to any excavation.

402-2 PROTECTION. [Add the following to the Standard Specifications:]

402-2.1 Noninterfering Utilities

Utilities that are not abandoned by the owner and do not physically interfere with the permanent work in its final location shall be supported, protected and maintained in place by the Contractor, and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from his/her failure to do so and the Contractor shall indemnify and hold harmless the City from any and all such consequences. Noninterfering utilities may, with the permission of the owner and the Public Works Director, be relocated still farther from the permanent work in its final locations, but the Contractor shall not so consider, in submitting his bid, unless the relocation is shown on the plans.

402-2.2 Abandoned Utilities

Abandoned utilities are those portions of any utility which are no longer needed or desired by the owner and whose destruction is consented to by the owner and/or is permitted by notation on the plans. Abandoned utilities which physically interfere with the permanent work or with the construction thereof shall be removed by the Contractor and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from the removal and the Contractor shall indemnify and hold harmless the City from all such consequences.

402-2.3 Interfering Utilities

Any utility shall be deemed an interfering utility (1) which physically occupies any part of the space to be occupied by the permanent work in its final locations, or (2) whose length within the theoretical width of excavation for the permanent work exceeds five times the width of said theoretical excavation whether or not the utility physically interferes with the permanent work. Interfering utilities that are not abandoned by the owner shall be relocated so as not to interfere with the permanent work in its final location. Such relocation will be performed by the owner or the City unless otherwise shown on the plans.

The Contractor shall exercise caution to prevent damage to or movement of the utilities while constructing the permanent work along and adjacent to the utilities.

402-3 REMOVAL.

[Add the following to the Standard Specifications:]

It shall be the Contractor's responsibility irrespective of the notations on the plans to confirm or determine that a utility is to be abandoned before treating the same as an abandoned

utility and shall assume all risks in so determining.

402-5 DELAYS DUE TO UTILITY CONFLICTS.

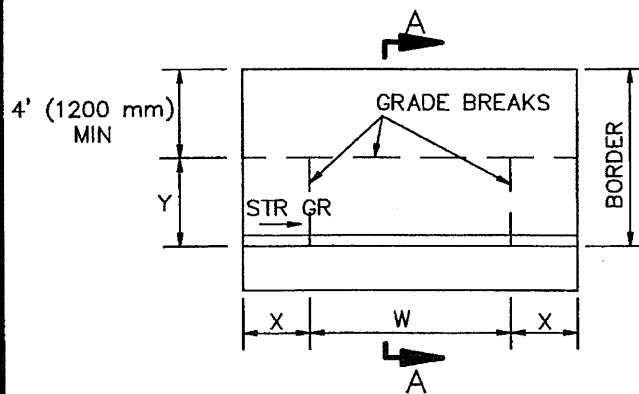
[Substitute the following of the Standard Specifications with:]

The Contractor is responsible for notifying the city in time to prevent delays attributable to utility relocations or alterations. The Contractor shall not be entitled to damage or additional payment, nor shall it be entitled to standby time for men or equipment if such delay does occur. The Engineer will determine the extent of the delay attributable to such interferences, the effect of the delay on the project as a whole, and any commensurate extension of time.

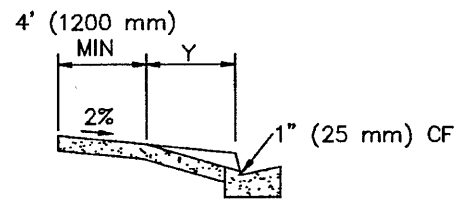
Any failure of the City and/or utility company to accomplish relocations in a reasonable manner in light of the Contractor's operations (to the extent such operations would otherwise be feasible and in accordance with the contract and as disclosed to the City prior to the Contractor encountering any such utility) shall entitle the Contractor to an extension of contract time to the extent that, in the judgment of the Engineer, the Contractor's completion of the overall contract work has been delayed; however, the Contractor shall be entitled to no other remedy and, in submitting its bid, thereby, waives such other remedies, if any, unless the relocation delay is the result of arbitrary, capricious or malicious conduct by the City.

SECTION F

CITY OF LOMITA STANDARD PLANS

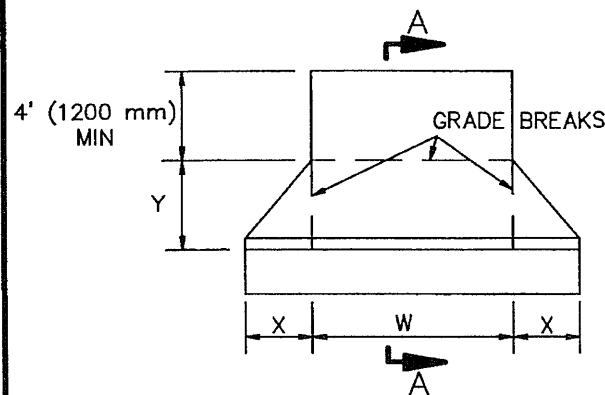


TYPE A



SECTION A-A

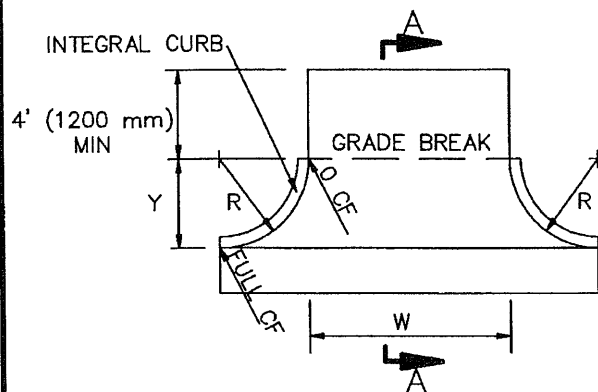
CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)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



TYPE B

NOTES:

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



TYPE C

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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

DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

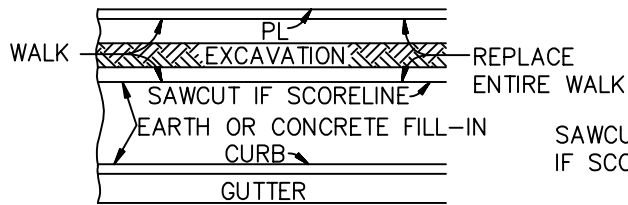
110-2

SHEET 1 OF 1

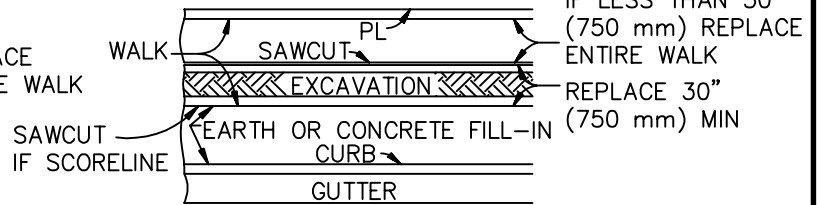
WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE

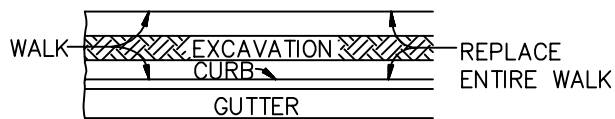


WALK 5' (1500 mm) WIDE OR MORE

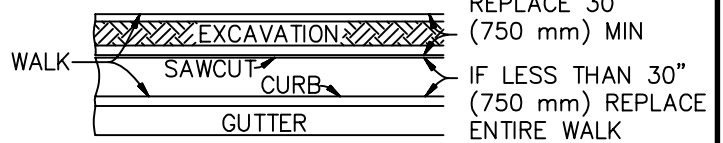


WALK ADJACENT TO CURB

WALK LESS THAN 5' (1500 mm) WIDE

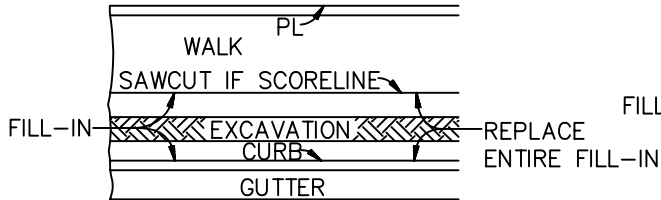


WALK 5' (1500 mm) WIDE OR MORE

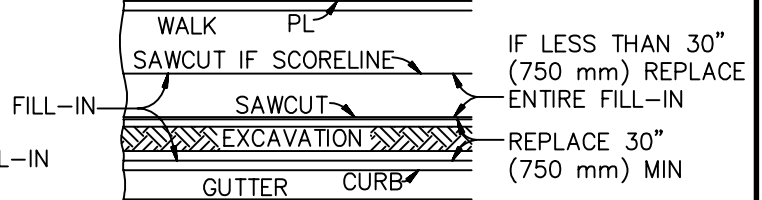


FILL-IN REPLACEMENT

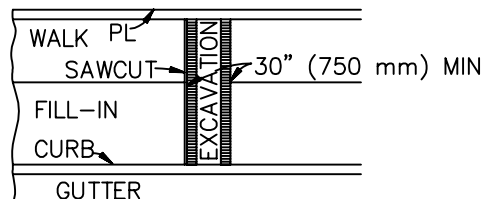
FILL-IN LESS THAN 5' (1500 mm) WIDE



FILL-IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

113-2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

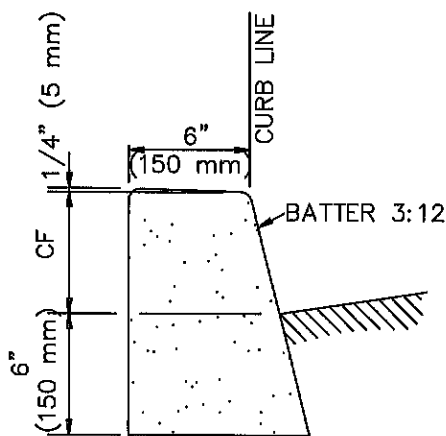
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SIDEWALK & DRIVEWAY REPLACEMENT

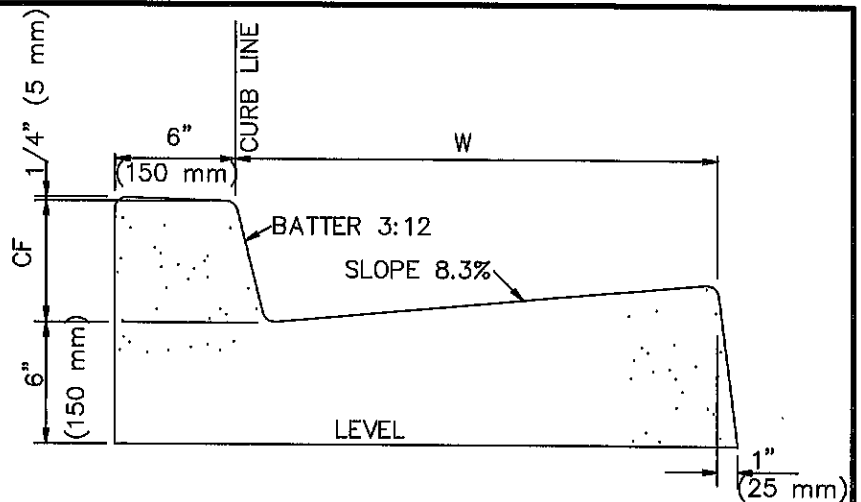
STANDARD PLAN

113-2

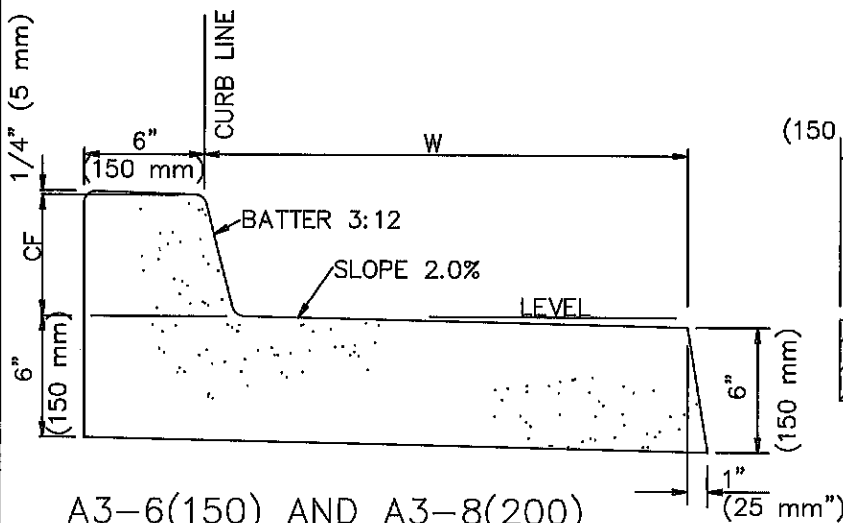
SHEET 2 OF 2



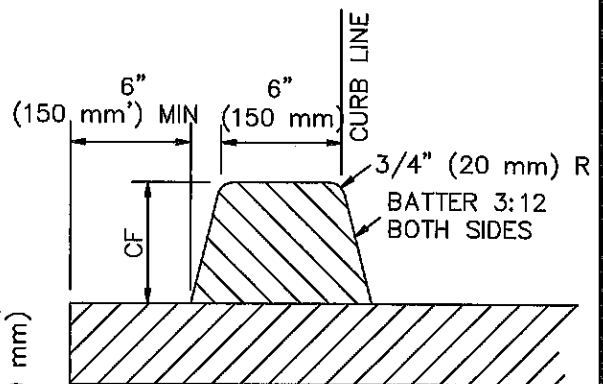
A1-6(150) AND
A1-8(200)



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



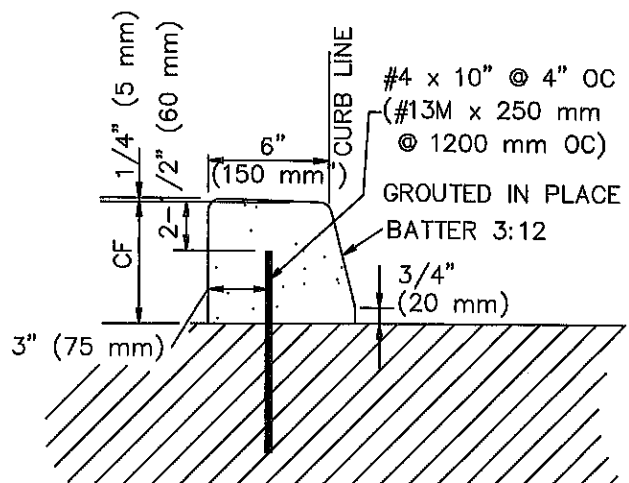
A3-6(150) AND A3-8(200)



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

NOTES:

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



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

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

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

CURB AND GUTTER - BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

120-2

SHEET 1 OF 1

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					

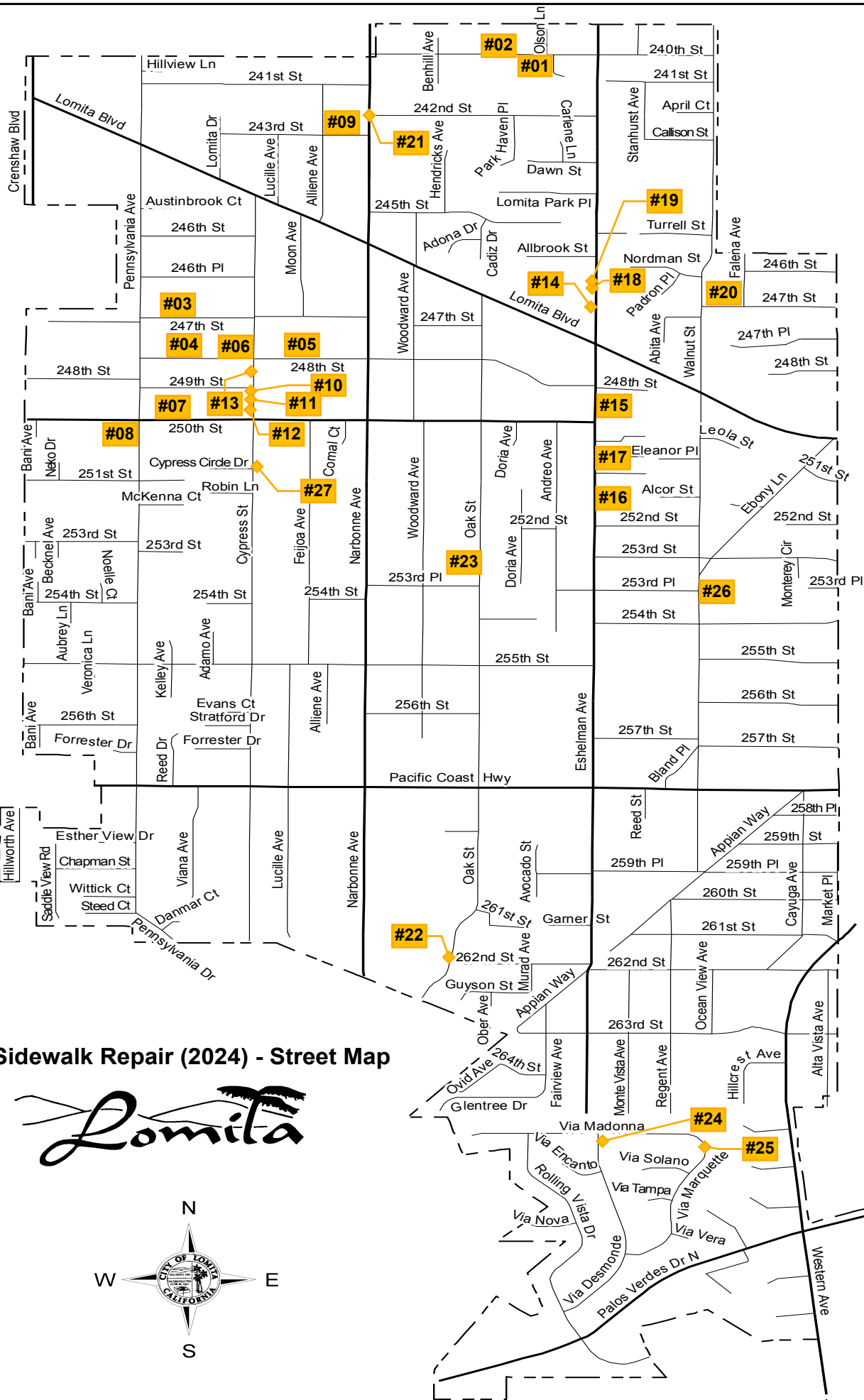
Notes:

- 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

PHOTOS AND LOCATIONS OF WORK





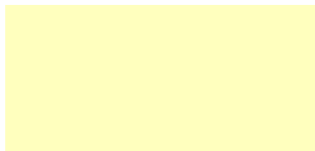
6" thick driveway approach



6" thick sidewalk



4" thick sidewalk



Curb and Gutter



Expansion Joint



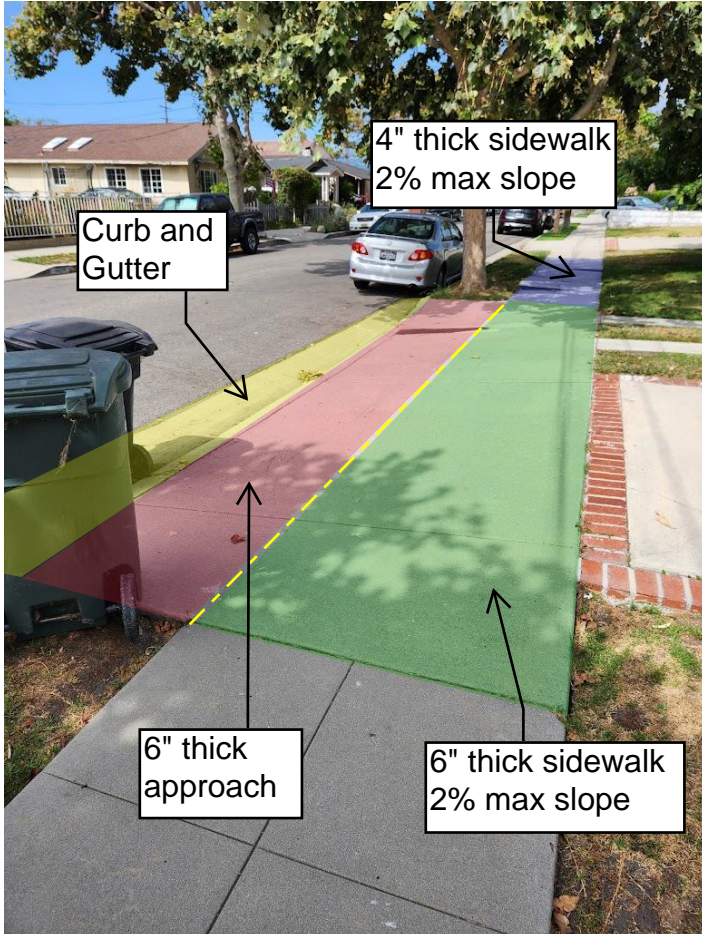
Reference Line #1
2042 240th
Picture 1 of 1



Reference Line #2
2061 240th
Picture 1 of 1



Reference Line #3
2349 247th St
Picture 1 of 2



Reference Line #3
2349 247th St
Picture 2 of 2



Reference Line #4
2347 248th St
Picture 1 of 1



Reference Line #5
 2245 248th St
 Picture 1 of 2

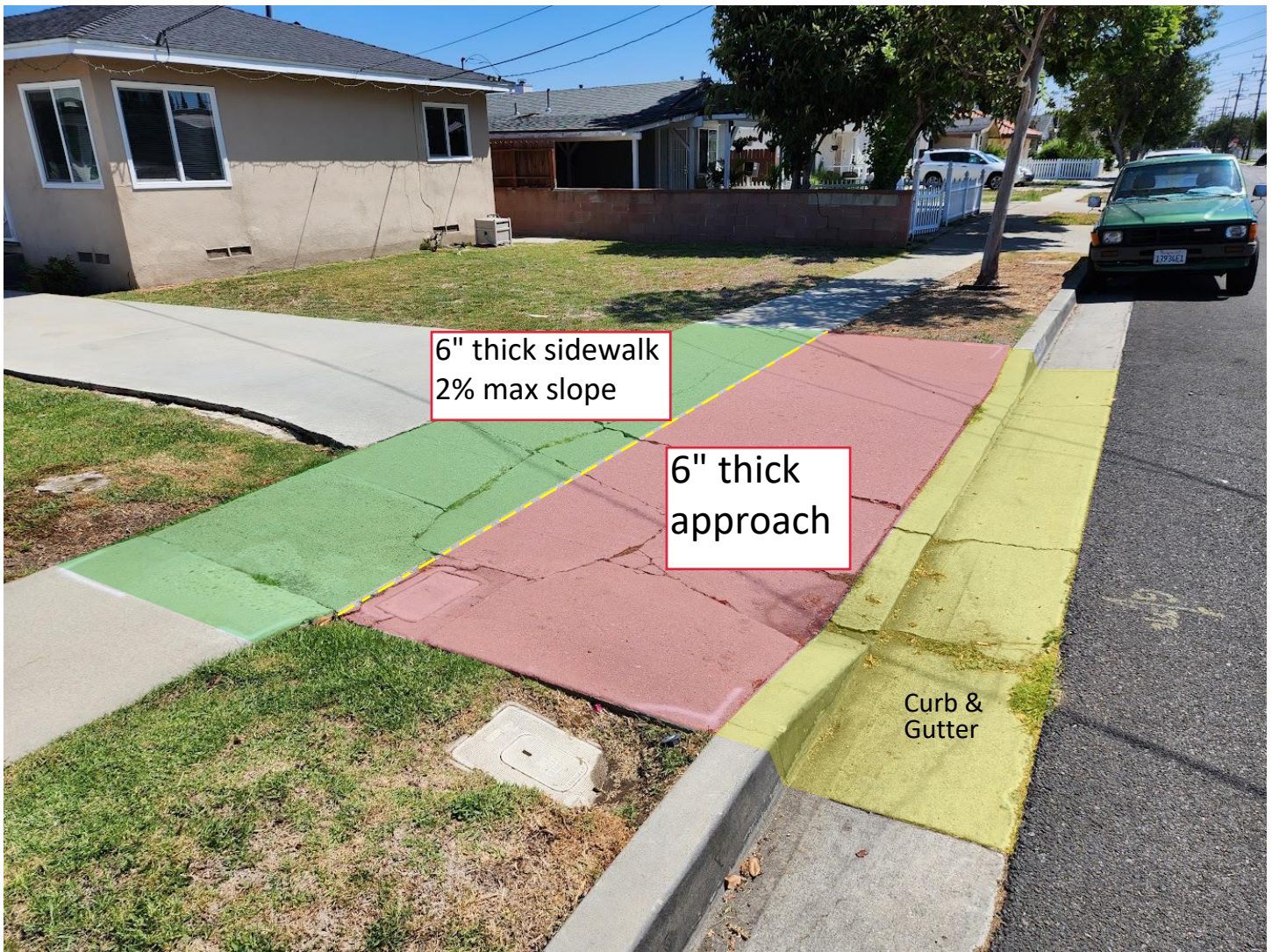


Reference Line #5
 2245 248th St
 Picture 2 of 2

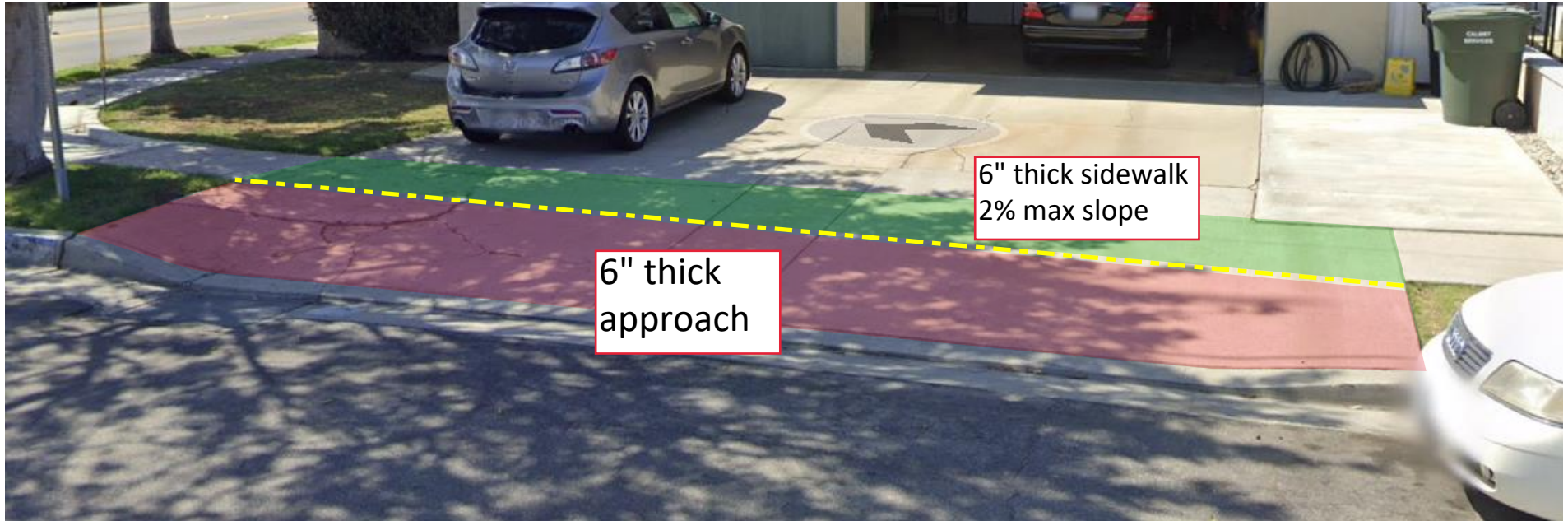


4" thick sidewalk
2% max slope

Reference Line #6
2301 248th St (panel located on Cypress St)
Picture 1 of 1



Reference Line #7
2357 250th St
Picture 1 of 1



Reference Line #8
2400 250th St
Picture 1 of 1



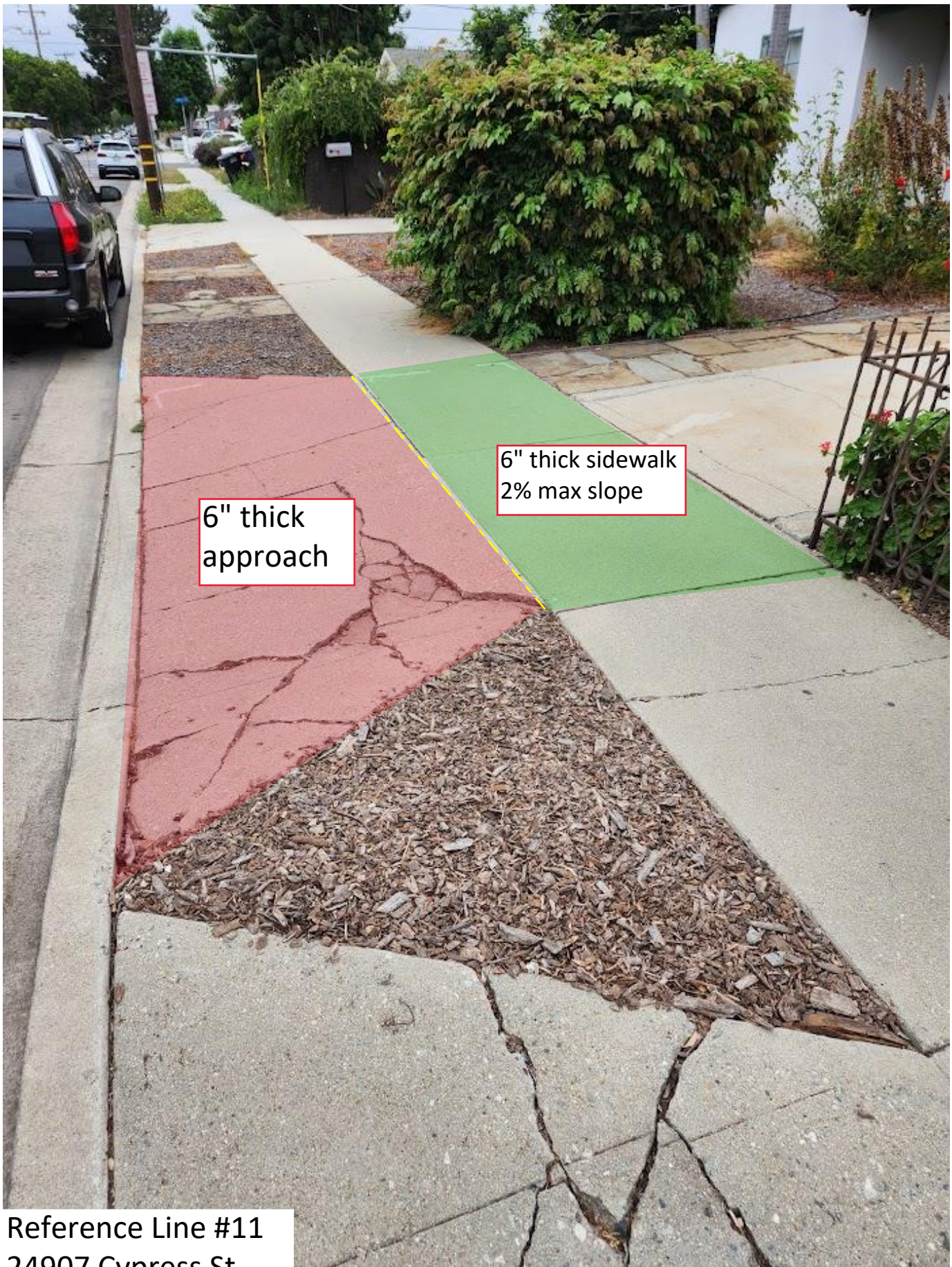
Reference Line #9
24208 Alliene Ave
Picture 1 of 2



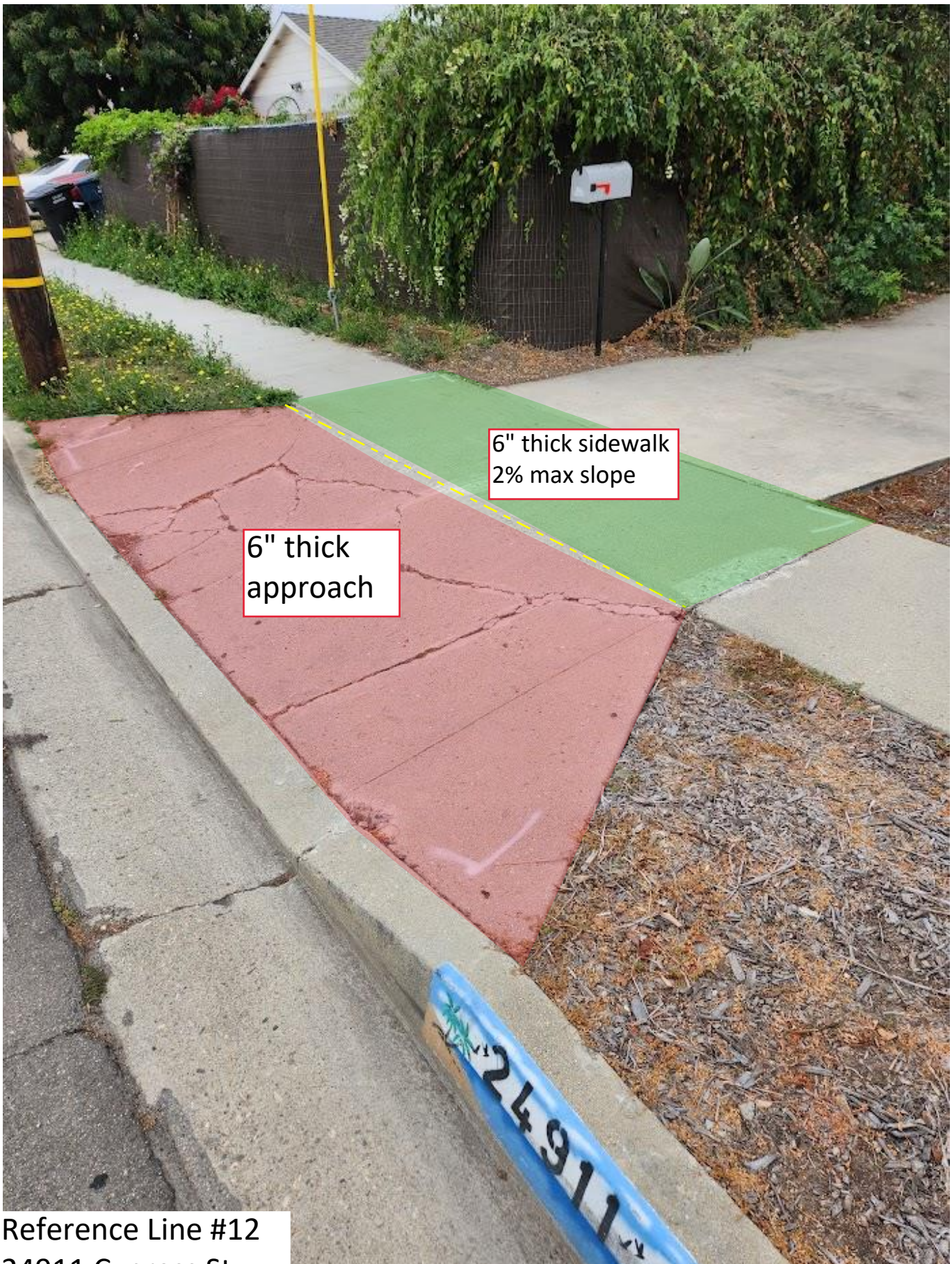
Reference Line #9
24208 Alliene Ave
Picture 2 of 2



Reference Line #10
24903 Cypress St
Picture 1 of 1



Reference Line #11
24907 Cypress St
Picture 1 of 1



Reference Line #12
24911 Cypress St
Picture 1 of 1



Reference Line #13
24805 Cypress St
Picture 1 of 1



Reference Line #14
24637 Eshelman Ave
Picture 1 of 2



Reference Line #14
24637 Eshelman Ave
Picture 2 of 2



Reference Line #15
24818 Eshelman Ave
Picture 1 of 2



Reference Line #15
24818 Eshelman Ave
Picture 2 of 2



4" thick sidewalk
2% max slope

Reference Line #16
25110 Eshelman Ave
Picture 1 of 2



4" sidewalk
2% max slope

Reference Line #16
25110 Eshelman Ave
Picture 2 of 2



Reference Line #17
25018 Eshelman Ave
Picture 1 of 2



Reference Line #17
25018 Eshelman Ave
Picture 2 of 2



Reference Line #18
24627 Eshelman Ave
Picture 1 of 1



Reference Line #19
24625 Eshelman Ave
Picture 1 of 1



Reference Line #20
24623 Falena Ave
Picture 1 of 2



Reference Line #20
24623 Falena Ave
Picture 2 of 2



Reference Line #21
24123 Narbonne Ave
Picture 1 of 1



Reference Line #22
26122 Oak St
Picture 1 of 2





Reference Line #23
25307 Oak St
Picture 1 of 1



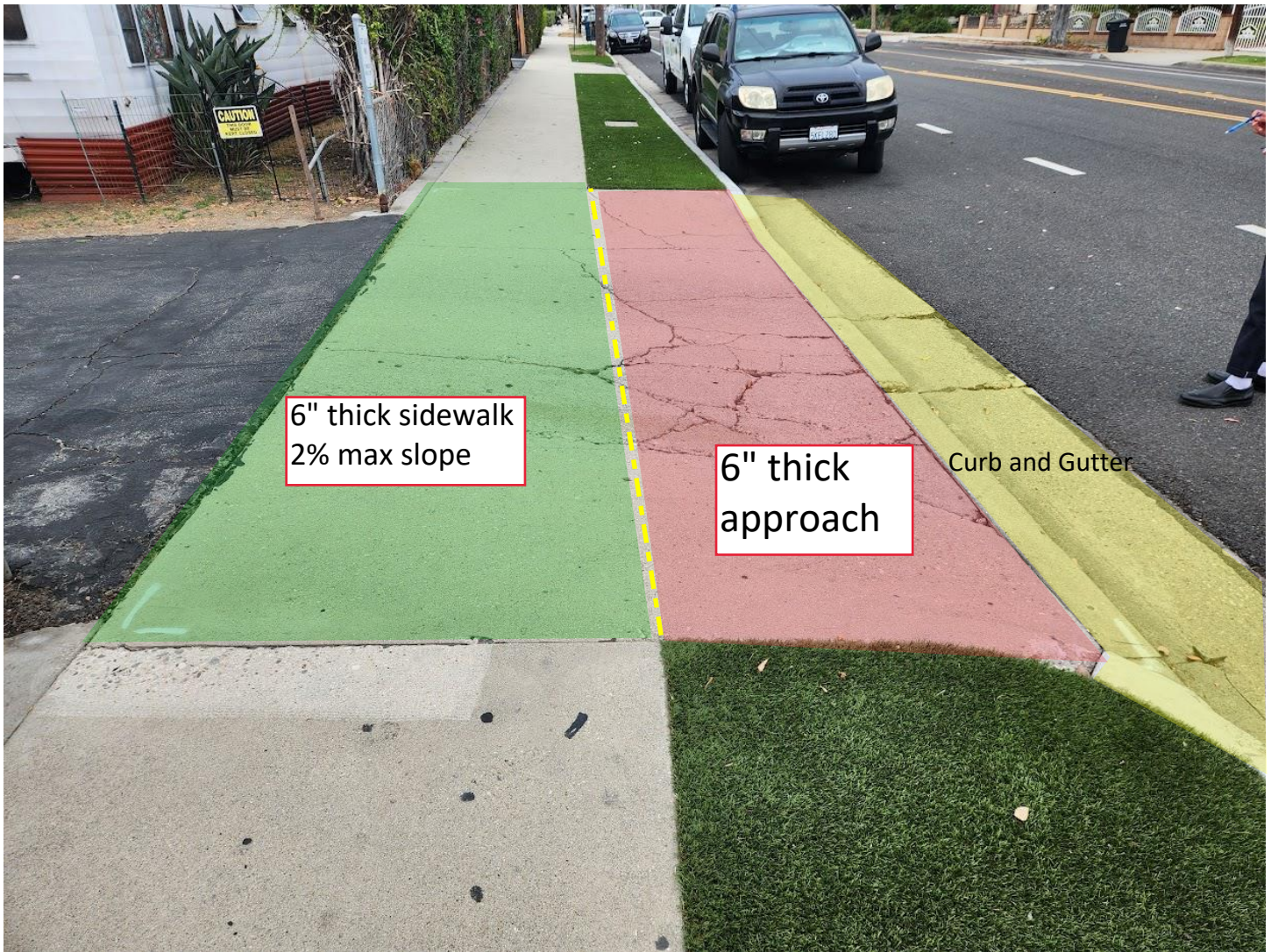
4" sidewalk
2% max slope

4" sidewalk
2% max slope

Reference Line #24
24602 Via Desmonde
Picture 1 of 1



Reference Line #25
26407 Via Marquette
Picture 1 of 1



Reference Line #26
25328 Walnut St
Picture 1 of 1



Reference Line #27
25034 Cypress Street
Picture 1 of 1



APPENDIX III

DEMOLITION SCOPE OF WORK

Demolition Scope of Work

Below are the measurements taken by the City of Lomita, Contractor is responsible for verifying measurements on site with City

CITY OF LOMITA SIDEWALK PROGRAM			6" Driveway Approaches			6" Sidewalk			4" Sidewalk			Curb and Gutter	
No.	ADDRESS	STREET	Length (ft' in")	Width (ft' in")	Area (SF)	Length (ft' in")	Width (ft' in")	Area (SF)	Length (ft' in")	Width (ft' in")	Area (SF)	Length (ft' in")	Length (ft)
1	2042	240th St.	-	-	-	-	-	-	22' 2"	4' 0"	88.67	-	-
2	2061	240th St.	18' 2"	4' 0"	72.67	-	-	-	-	-	-	-	-
3	2349	247th St.	29' 10"	4' 0"	119.33	29' 10"	5' 0"	149.17	20' 10"	5' 0"	104.17	29' 10"	29.83
4	2347	248th St.	37' 1"	5' 0"	185.42	37' 1"	4' 0"	148.33	-	-	-	-	-
5	2245	248th St.	23' 0"	4' 2"	95.83	23' 0"	5' 0"	115.00	35' 9"	5' 0"	178.75	-	-
6	2301	248th St.	-	-	-	-	-	-	13' 0"	5' 0"	65.00	-	-
7	2357	250th St.	18' 1"	5' 0"	90.42	19' 1"	4' 0"	76.33	-	-	-	18' 1"	18.08
8	2400	250th St.	28' 10"	5' 0"	144.17	28' 10"	4' 0"	115.33	-	-	-	-	-
9	24208	Alliene Ave	-	-	-	-	-	-	34' 10"	4' 0"	139.33	-	-
10	24903	Cypress St.	18' 0"	5' 0"	90.00	15' 6"	4' 0"	62.00	-	-	-	-	-
11	24907	Cypress St.	15' 0"	5' 0"	75.00	12' 6"	4' 0"	50.00	-	-	-	-	-
12	24911	Cypress St.	15' 0"	5' 0"	75.00	12' 0"	4' 0"	48.00	-	-	-	-	-
13	24805	Cypress St.	22' 2"	5' 1"	112.68	22' 2"	4' 0"	88.67	-	-	-	-	-
14	24637	Eshelman Ave.	-	-	-	-	-	-	29' 2"	4' 0"	116.67	-	-
15	24818	Eshelman Ave.	-	-	-	-	-	-	55' 9"	4' 0"	223.00	-	-
16	25110	Eshelman Ave.	-	-	-	-	-	-	73' 5"	4' 0"	293.67	-	-
17	25018	Eshelman Ave.	-	-	-	-	-	-	107' 1"	4' 0"	428.33	-	-
18	24627	Eshelman Ave.	-	-	-	-	-	-	24' 6"	4' 0"	98.00	-	-
19	24625	Eshelman Ave.	-	-	-	-	-	-	27' 10"	4' 0"	111.33	-	-
20	24623	Falena Ave	-	-	-	-	-	-	82' 3"	4' 0"	329.00	-	-
21	24123	Narbonne Ave	-	-	-	-	-	-	6' 6"	3' 0"	19.50	8' 0"	8.00
22	26122	Oak St	-	-	-	-	-	-	56' 3"	4' 0"	225.00	-	-
23	25307	Oak St.	-	-	-	20' 1"	4' 0"	80.33	-	-	-	-	-
24	24602	Via Desmonde	-	-	-	-	-	-	23' 4"	4' 0"	93.33	-	-
25	26407	Via Marquette	-	-	-	-	-	-	29' 6"	4' 0"	118.00	-	-
26	25328	Walnut St.	22' 8"	4' 6"	102.00	22' 8"	5' 5"	122.78	-	-	-	24' 3"	24.25
27	25034	Cypress St.	13' 10"	5' 0"	70.00	-	-	-	32'	4'	128.00	-	-
TOTAL			1,232.51			1,055.94			2,759.75			80.17	

APPENDIX IV

RESTORATION SCOPE OF WORK

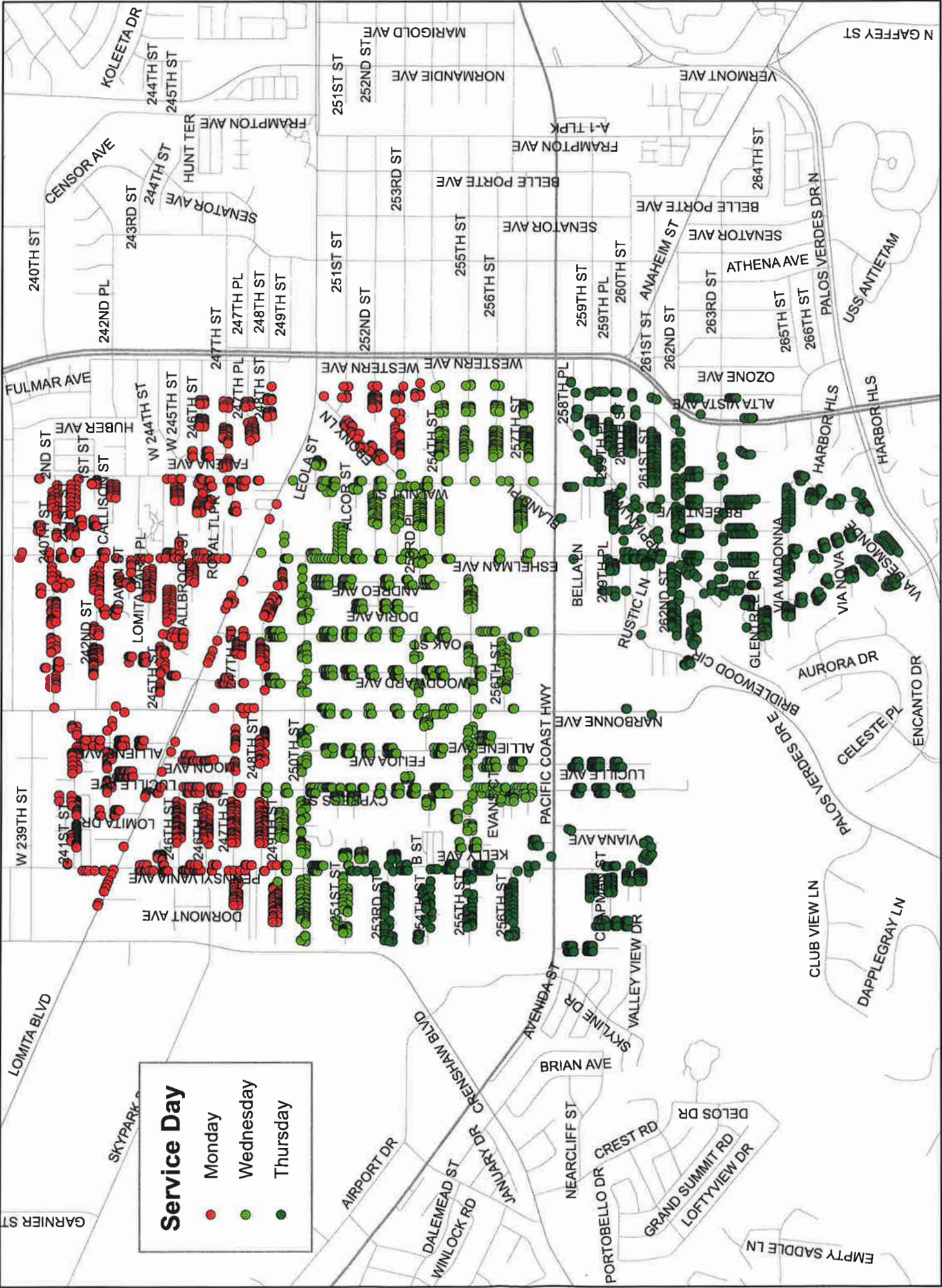
Restoration Scope of Work

No.	ADDRESS	STREET	RESTORATION
1	2042	240th St.	Restore to Match existing dimensions, with 2% maximum slope
2	2061	240th St.	Replace existing apron with sidewalk
3	2349	247th St.	Restore to Match existing dimensions, with 2% maximum slope
4	2347	248th St.	Replace existing 37' apron with two separate 12 ft aprons
5	2245	248th St.	Restore to Match existing dimensions, with 2% maximum slope
6	2301	248th St.	Restore to Match existing dimensions, with 2% maximum slope
7	2357	250th St.	Replace existing 18' apron with 12' wide apron
8	2400	250th St.	Restore to Match existing dimensions, with 2% maximum slope
9	24208	Alliene Ave	Restore to Match existing dimensions, with 2% maximum slope
10	24903	Cypress St.	Restore to Match existing dimensions, with 2% maximum slope
11	24907	Cypress St.	Restore to Match existing dimensions, with 2% maximum slope
12	24911	Cypress St.	Restore to Match existing dimensions, with 2% maximum slope
13	24805	Cypress St.	Replace existing 18' apron with 16' wide apron
14	24637	Eshelman Ave.	Restore to Match existing dimensions, with 2% maximum slope
15	24818	Eshelman Ave.	Restore to Match existing dimensions, with 2% maximum slope
16	25110	Eshelman Ave.	Restore to Match existing dimensions, with 2% maximum slope
17	25018	Eshelman Ave.	Restore to Match existing dimensions, with 2% maximum slope
18	24627	Eshelman Ave.	Restore to Match existing dimensions, with 2% maximum slope
19	24625	Eshelman Ave.	Restore to Match existing dimensions, with 2% maximum slope
20	24623	Falena Ave	Restore to Match existing dimensions, with 2% maximum slope
21	24123	Narbonne Ave	Restore to Match existing dimensions, with 2% maximum slope
22	26122	Oak St	Restore to Match existing dimensions, with 2% maximum slope
23	25307	Oak St.	Restore to Match existing dimensions, with 2% maximum slope
24	24602	Via Desmonde	Restore to Match existing dimensions, with 2% maximum slope
25	26407	Via Marquette	Restore to Match existing dimensions, with 2% maximum slope
26	25328	Walnut St.	Restore to Match existing dimensions, with 2% maximum slope
27	25034	Cypress St.	Restore to Match existing dimensions, with 2% maximum slope

APPENDIX VI

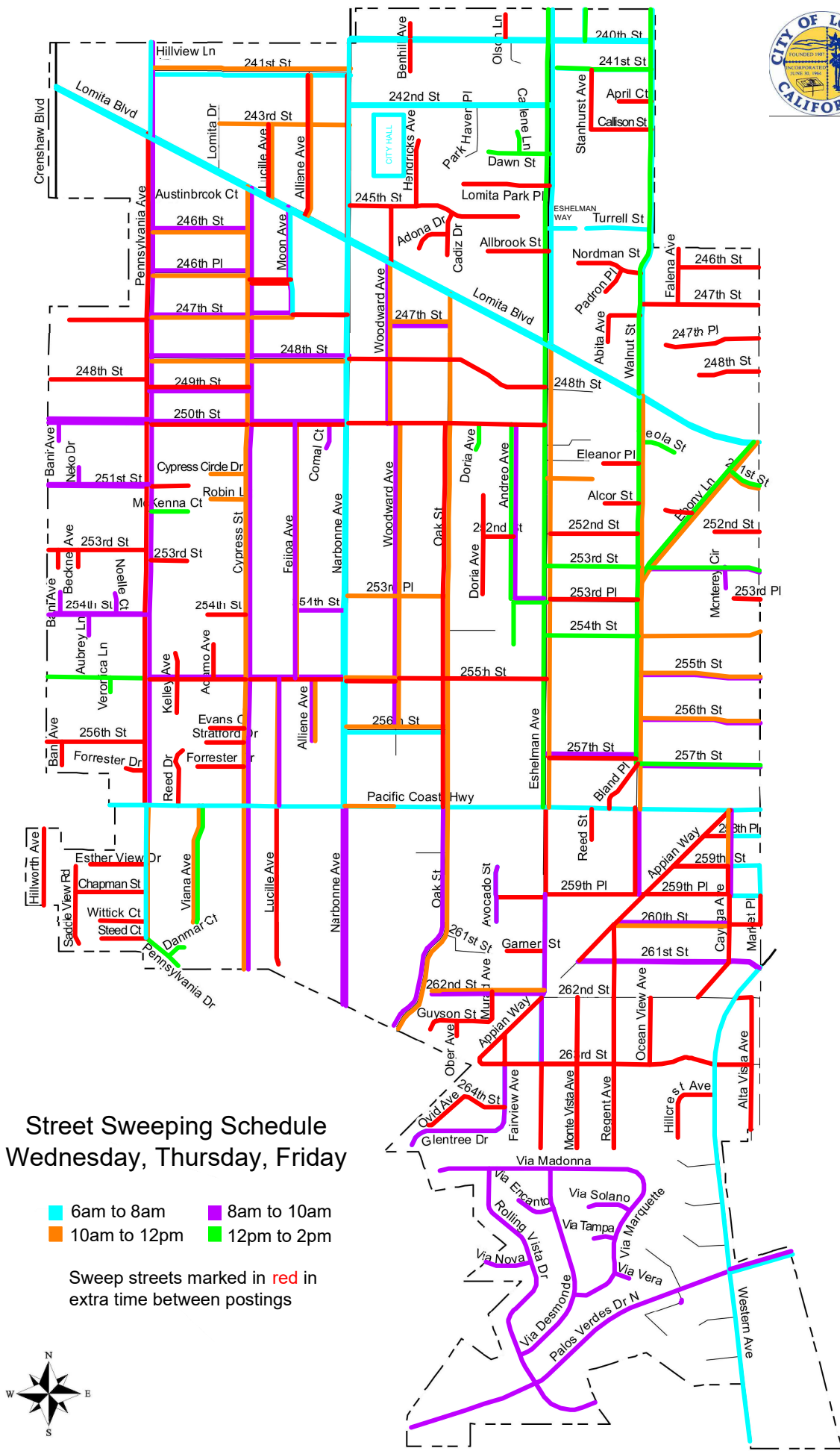
CITY OF LOMITA TRASH COLLECTION SCHEDULE

Overview - Current Collection Schedule



APPENDIX VI

CITY OF LOMITA STREET SWEEPING SCHEDULE



BIDDER'S PROPOSAL
SIDEWALK REPAIR PROGRAM

Company: Rojas Construction

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 50 working days from the date the notice to proceed is issued by the Engineer.

PROJECT BID ITEMS - Revised Addendum 1

Item No.	Item Description	Qty.	Unit	Unit Price	Total Bid
1	Mobilization and Demobilization	1	LS	\$10,000.00	\$10,000.00
2	Demolition of 6" thick driveway approach	1,233	SF	\$8.50	\$10,480.50
3	Demolition of 6" thick sidewalk	1,056	SF	\$8.50	\$ 8,976.00
4	Demolition of 4" thick sidewalk	2,760	SF	\$ 6.50	\$17,940.00
5	Demolition of Curb and Gutter	81	LF	\$30.00	\$ 2,430.00
6	Construction of 6" thick driveway approach	1,233	SF	\$13.50	\$16,645.50
7	Construction of 6" thick sidewalk	1,056	SF	\$13.50	\$14,256.00
8	Construction of 4" thick sidewalk	2,760	SF	\$12.50	\$34,500.00
9	Construction of Curb and Gutter	81	LF	\$95.00	\$ 7,695.00
10	Removal of existing aggregate based under concrete sidewalk	1,440	CF	\$2.03	\$ 2,923.20
11	Import, Place & Compact Aggregate Base Class II under concrete sidewalk per SSPWC 2024	1,440	CF	\$2.10	\$ 3,024.00
TOTAL BID (Items 1 through 11)				\$128,870.20	

TOTAL BID:

(Figures) \$128,870.20

(Words) One Hundred Twenty-Eight Thousand, Eight Hundred Seventy Dollars and Twenty Cents

***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 Marco Rojas/Rojas Construction

Date: 07/15/2024 By: Marco Rojas

Contractor's State License No.: 927532 Class B, C8 Exp. Date: 01/31/25

Contractor's Address: 3539 S Carolina Ave San Pedro CA 90731

Phone: 310-987-0727

STATE OF CALIFORNIA }
COUNTY OF Los Angeles }

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

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

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

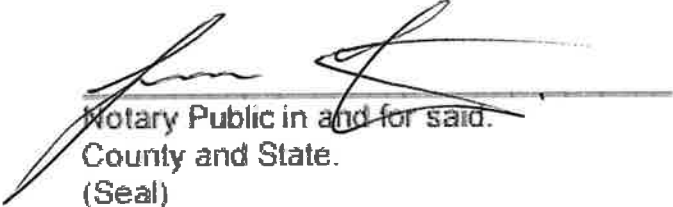
Dated this 15th day of July, 2024

Subscribed and Sworn to

Marco Rojas
Contractor

Owner
Title

before me this 15th day of July, 2024.


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

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



BID BOND (10%)

KNOW ALL MEN BY THESE PRESENTS: That we, Rojas Construction

as principal, and American Contractors Indemnity Company

as sureties, are held and firmly bound unto the City of Lomita, State of California, in the penal sum of Ten Percent of Their Greatest Amount Bid dollars (\$ 10% G.A.B.), 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: **SIDEWALK REPAIR PROGRAM** 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 17th day of July, 2024.



Principal Rojas Construction

American Contractors Indemnity Company / Shilo Lee Losino

Surety/Attorney-in-Fact



Signature

Name: Shilo Lee Losino

Local Address: 21200 OXNARD ST, #245

WOODLAND HILLS, CA 91365

Phone No.: 818-667-7656

Fax No.: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

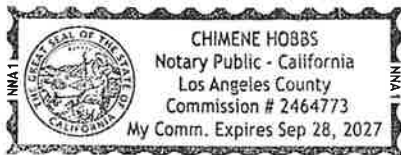
State of California)

County of **LOS ANGELES**)On 7/17/24 before me, **CHIMENE HOBBS, NOTARY PUBLIC**
Date Here Insert Name and Title of the Officerpersonally appeared **SHILO LEE LOSINO**
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Chimene Hobbs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

SHILO LEE LOSINO or STEPHANIE HOPE SHEAR of WOODLAND HILLS, CALIFORNIA

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of July, 2024.

Corporate Seals
Bond No. _____

Agency No. 13860



Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA03/2018

LIST OF SUBCONTRACTORS

SIDEWALK REPAIR PROGRAM

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: No sub-contractor to be used.

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: N/A

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: N/A

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: N/A

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): Los Angeles Unified School District
Address: 333 S. Beaudry Ave Los Angeles, CA 90017
Contact Person: Carlo Campos Email and Number: carlos.campos@lausd.net/310-401-0979
Title of Project: Construct & Install Charge Concrete Pads
Project Location: Gardena Bus Garage - 18421 S Hoover St Gardena, CA 90247
Date of Completion: 01/2023 Contract Amount: \$ 225,000.00

2. Name (Firm/Agency): City of Los Angeles
Address: 200 N Spring Street, Los Angeles, CA 90012
Contact Person: David Nguen Email and Number: David.nguyen@lacity.org/213-485-5021
Title of Project: Sidewalk Repair Program-Repair Access Request Acceleration Pkg No 26
Project Location: Various locations
Date of Completion: 07/2023 Contract Amount: \$ 86,380.78

3. Name (Firm/Agency): City of Los Angeles
Address: 200 N Spring Street, Los Angeles, CA 90012
Contact Person: Ed Godina Email and Number: edwing.godina@lacityorg/213-485-1507
Title of Project: Sidewalk Repair Program-Repair Access Request Acceleration Pkg No 35
Project Location: Various locations
Date of Completion: 10/2023 Contract Amount: \$ 81,991.70

VIOLETIONS OF FEDERAL, STATE OR LOCAL LAWS

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

Yes/No: No Federal/State: N/A

If "yes," identify and describe, (including agency and status): N/A

Have the penalties been paid? Yes/No: N/A

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

Yes/No: No Code/Laws: N/A Section/Article: N/A

If "yes," identify and describe, (including agency and status): N/A

DISQUALIFICATION OR DEBARMENT

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

Date: N/A Entity: N/A

Location: N/A

Reason: N/A

Provide Status and any Supplemental Statement: N/A

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

ACKNOWLEDGEMENT OF ADDENDUM

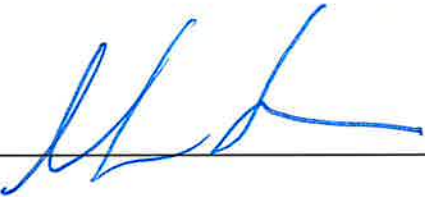
SIDEWALK REPAIR PROGRAM PROJECT

ADDENDUM No. 1

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

The undersigned acknowledges receipt of **Addendum No. 1** dated June 25, 2024.

ATTEST:



Principal:

Rojas Construction

Address:

3539 S Carolina Ave San Pedro CA 90731

By:

Marco Rojas

Title:

Owner



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Deborah Dixon, Human Resources Manager

MEETING DATE: August 6, 2024

SUBJECT: Agreement with Gallagher Benefit Services Inc. (formerly known as Koff & Associates) to Provide Executive Recruitment Services for Public Works Director and Community and Economic Development Director

RECOMMENDATION

Authorize the City Manager to enter into an agreement with Gallagher Benefit Services Inc. to provide Executive Recruitment Services in an amount not to exceed \$48,000.

BACKGROUND

The City of Lomita entered into an agreement with Koff and Associates on June 4, 2024 to provide Executive Recruitment Services to recruit for the Public Works Director and Community Development Director positions. Since that time, Koff and Associates has changed their name to Gallagher Benefit Services and has requested reassignment of the agreement under their new name. In addition to the company's name change, they have further requested modification to the indemnification language.

FISCAL IMPACT

With this action, there is no change to the previously approved compensation. Consultant costs to conduct an executive recruitment for both a Public Works Director and a Community and Economic Development Director are not to exceed \$48,000 (\$24,000 for each). This fee includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background. A discount of \$2,000 was provided to conduct two recruitments.

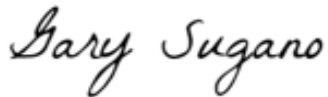
OPTIONS

1. Authorize city manager to execute the agreement
2. Provide staff with other direction

ATTACHMENTS

1. Agreement with Proposal (Exhibit A) from Gallagher Benefit Services, Inc.
2. City Council Staff Report dated June 4, 2024

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:

Deborah Dixon

Deborah Dixon, Human Resources Manager



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND GALLAGHER BENEFITS SERVICES, INC.**

This AGREEMENT for Executive Recruitment is entered into this 6TH day of August 2024, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Gallagher Benefit Services, Inc. ("CONSULTANT").

RECITALS

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

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

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$48,000, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

2. **SCOPE OF SERVICES.**

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

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

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

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

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

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

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2024, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

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

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. **Laws and Regulations; Employee/Labor Certification.** CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
12. **TERMINATION.**
- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. A ten (10) day notice of termination shall be in writing.
 - B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
 - C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
 - D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
13. **INDEMNIFICATION.**
- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment

rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

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

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

- 16. **AUDIT OF RECORDS.**

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

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

- 17. **CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as

determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

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

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the CITY prior to the expiration of the previous policy. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.
2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the

time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to general and automobile liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein.

Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

- F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any CONSULTANTS while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.
20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTS and agents.
21. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the

CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

22. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Gallagher Benefit Services, Inc.</u> <u>2121 N. California Blvd.</u> <u>Suite 350</u> <u>Walnut Creek, CA 94596</u>
<u>ATTN: City Manager</u>	<u>ATTN: Georg S. Krammer,</u> <u>Managing Director</u>

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

24. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

25. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
26. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.**
The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
30. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
31. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
32. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
34. **DISCLOSURE REQUIRED.** (CITY and CONSULTANT initials required at one of the following paragraphs)

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

City Initials _____

CONSULTANT Initials _____

OR

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

City Initials _____

CONSULTANT Initials _____

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

CITY OF LOMITA

GALLAGHER BENEFIT SERVICES,
INC.

Andrew Vialpando, City Manager

By:

Catherine B. Kaneko,
Managing Director

ATTEST:

Kathleen Horn Gregory, City Clerk

36-4291971
Taxpayer ID No.

APPROVED AS TO FORM:

City Attorney



EXECUTIVE RECRUITMENT SERVICES PUBLIC WORKS DIRECTOR & COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

CITY OF LOMITA



Koff & Associates
A Gallagher Company

Submittal date: May 24, 2024

Submitted by:
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
Frank_Rojas@ajg.com
510.495.0448
KoffAssociates.com



Koff & Associates
A Gallagher Company



May 24, 2024

Deborah Dixon, Human Resources Manager
City of Lomita
24300 Narbonne Ave.
Lomita, CA U.S.A. 90717

Dear Ms. Dixon,

Thank you for the opportunity to submit our proposal to assist the City of Lomita with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the City with the search for its next Public Works Director and Community and Economic Development Director. Koff & Associates (K&A), a Gallagher company, is uniquely qualified based on over 38 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

As K&A's Recruitment Manager, I am available to answer questions about this proposal, as well as our team and recruitment services. You can reach me at (510) 495-0448 or Frank_Rojas@ajg.com.

Sincerely,

Frank Rojas
Recruitment Manager



Koff & Associates
A Gallagher Company



Table of Contents

Business Information	1
Experience and Qualifications	1
Recent Successful Recruitments	2
Project Team	7
Project Approach / Methodology	9
References	13
Pricing Proposal	14
Professional Services Agreement Acknowledgement	15
Signature Page	16
Attachment: Sample Brochure	

BUSINESS INFORMATION

Koff & Associates (“K&A”) is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With nearly 40 years of HR experience, Koff & Associates knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships	K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.
We value strength in diversity	With our focus on inclusion, networking, and advertising with minority-based associations, we source top talent and our placements reflect the Agencies we serve.
We leverage innovative search technology	K&A identifies candidates which traditional recruiting strategies may miss. We leverage innovative sourcing methodologies and technologies for a robust and advanced sourcing strategy that will attract hard to find passive job seekers.

Our long list of clients indicates our firm’s reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Lomita.

K&A uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.



RECENT SUCCESSFUL RECRUITMENTS

Following is a partial list of recent executive recruitments conducted by the K&A recruitment team:

Agency	Title	Year
City of Gilroy	City Engineer/Transportation Engineer, Public Works Director , Utilities Director, Fire Division Chief, Finance Manager, Fleet Superintendent	2024 – 2021
City of Lawndale	Director of Public Works / City Engineer , Director of Finance / City Treasurer	2024, 2022
City of Los Banos	Assistant Public Works Director , Assistant Fire Chief	2024
City of Oxnard	Library Manager, Associate Traffic Engineer, Chief Financial Officer, Environmental Resources Division Manager, Safety Training Officer, Planning & Environmental Manager, Budget Manager, Senior Planner, City Traffic Engineer, Assistant Director of Housing, Assistant Public Works Director (Water Utilities) , Controller, Public Works Director	2024 – 2021
City of Woodland	Deputy Director of Public Works – Utilities	2024
City of Avalon	Public Works Director	2023
City of Millbrae	Director of Community Development, Public Works Director	2023 – 2022
City of San Bernardino	City Manager, Deputy Director of Human Resources (Risk), Director of Human Resources, Chief of Police, Director of Public Works	2023 – 2021
City of Seaside	Senior Civil Engineer, Assistant Public Works Director , Assistant Civil Engineer, Associate Planner, Assistant Planner	2023 – 2021
City of Carson	Director of Finance, Public Works Operations Manager	2022
County of Butte	Assistant Public Works Director (2)	2022
City of Chico	Public Works Director	2021
City of Fairfield	Engineering Tech II, Instrumentation Technician, Utility Worker I/II, IT Analyst Senior, Water Distribution Operator, Transit Operations Manager, Public Works Supervisor , Fire Mechanic Senior, Solid Waste Compliance Coordinator, Plans Examiner, Parts Store Specialist I/II, Assistant/Associate Civil Engineer - Capital Improvement Program, Associate Civil Engineer-Plan Check Division, Junior Engineer, Public Information Officer, Principal Planner/Senior Planner, Associate/Assistant Planner, Housing Division Manager, Management Analyst II/III, Fire Inspector I/II	2024 – 2021
Alameda County Water District	Director of Operations and Maintenance, Senior Buyer, Information Technology Manager, Human Resources/Risk Manager, Director of Engineering	2024 – 2023, 2021



Central Marin Sanitation Agency	Treatment Plant Manager, Lab Analyst, Operator: OIT/I/II/III, Accounting Technician, Administrative Specialist I/II/III, Administrative Services Manager, Mechanical Technician I, Maintenance Supervisor, Electrical and Instrumentation Technician I/II/III	2024 – 2021
City of Bell	Accounting Manager	2024
City of East Palo Alto	Assistant City Manager, Chief of Police, City Manager	2024 – 2023
City of Hayward	Accounting Manager	2024
City of La Mesa	Assistant Community Development Director , Risk Manager, Director of Human Resources	2024
City of Menlo Park	Assistant Administrative Services Director (Finance), Human Resources Manager	2024 – 2023
City of Ontario	Budget Administrator, Accounting Supervisor, Investments & Treasury Officer, Assistant Community Development Director	2024 – 2023
City of Palm Springs	Senior Civil Engineer, Fire Chief, City Manager	2024 – 2023
City of Palmdale	Deputy Director of Human Resources	2024
City of Palo Alto	Water Treatment Plant Manager	2024
City of Patterson	Fire Chief, Director of Recreation & Community Services, Director of Finance	2024 – 2022
City of Pomona	Development Services Director	2024
City of Rancho Palos Verdes	Human Resources & Risk Manager, Principal Engineer, Associate Engineer – Utilities (Capital Projects), Associate Engineer – Utilities (Operations), Senior Engineer – Transportation/Traffic (Operations), Senior Engineer – Civil/Roadway (Capital Projects)	2024 – 2023
City of Redlands	Director of Human Resources	2024
City of Rialto	Assistant City Manager, Assistant Director of Finance, Director of Community Development , Director of Engineering Services/City Engineer	2024 – 2022
City of Riverside	Deputy Finance Director, Debt & Treasury Manager, Budget Manager	2024 – 2022
City of San Leandro	Assistant Finance Director	2024
City of Sanger	City Manager	2024
City of Scottsdale, AZ	Economic Development Director	2024
City of Tulare	Chief Financial Officer	2024
City of Visalia	Administrative Services Director	2024
Coachella Valley Water District	Associate Engineer- Stormwater and Sanitation, Director of Environmental Services	2024 – 2023
County of Riverside	Director of Human Resources, Department Public Information Officer I, DEI (Diversity, Equity, and Inclusion) Officer, County Counsel	2024 – 2022



Golden Gate Bridge Highway & Transportation District	Senior Electrical Engineer/Construction & Facilities	2024
Irvine Ranch Water District	Collections Manager, Accounting Supervisor, Senior Human Resources Analyst, Human Resources Analyst	2024 – 2023
Marin/Sonoma Mosquito & Vector Control District	District Manager	2024
Metropolitan Water District of Southern California	Climate Adaption Planning Program Manager, Conveyance and Distribution Group Manager, Integrated Support Services Group Manager, Treatment and Water Quality Group Manager	2024
Mid-Peninsula Water District	Administrative Services Manager	2024
North County Transit District	Chief People Officer, Chief Executive Officer	2024
Ontario Municipal Utilities Company	Utilities Customer Service Director	2024
Port of Long Beach	Director of Security	2024
San Bernardino Superior Court	Human Resources Business Partner	2024
State Bar of CA	Chief Information Officer	2024
West Valley Water District	Director of Engineering, Assistant General Manager, General Manager	2024 – 2023
Westlands Water District	General Counsel	2024
California Association of Sanitation Agencies	Manager of Association Services	2023
City of El Monte	Director of Human Resources, Chief of Police	2023 – 2022
City of Long Beach	Data Center Officer, City Treasurer	2023 – 2022
City of Los Altos	Housing Manager	2023
City of Modesto	Engineering Division Manager – Utilities, Wastewater Division Manager	2023 – 2022
City of Pasadena	Director of Parks, Recreation and Community Services; Director of Library & Information Services; Chief of Police; Controller	2023 – 2022
City of Pittsburg	Water Utilities Manager, Assistant City Engineer	2023
City of Richmond	Senior Civil Engineer, Director of Finance, Information Technology Manager, Deputy Director of Community Resources, Employment and Training; Budget Administrator and Accounting Manager	2024 – 2021
City of Salinas	Planning Manager, Assistant Finance Director, Senior Civil Engineer, Chief of Police, Finance Director	2023 – 2021
City of San Jose	Assistant Chief Information Officer, Chief Information Officer	2023 – 2022
City of Santa Fe Springs	City Manager	2023



City of Santa Monica	City Engineer, Director of Transportation	2023
City of Signal Hill	City Manager	2023
City of Soledad	City Manager	2023
City of Vista	Director of Engineering, Director of Community Development , Assistant City Manager, Fire Chief	2023
City of West Hollywood	Economic Development Director	2023
Contra Costa Water District	Assistant General Manager (Water Resources, Operations, & Maintenance), Assistant General Manager (Engineering & Construction), Director of Finance	2023 – 2022
County of San Bernardino	Chief of Homeless Services	2023
East Bay Regional Park District	Chief of Interpretive & Recreation Services, Chief of Design & Construction, Chief Information Officer	2023 – 2022
Fresno Irrigation District	Senior Civil Engineer	2023
Mtn. House Community Services District	Utilities Manager	2023
Mtn. View Sanitary Dist.	Chief Plant Operator/Wastewater Operations Manager	2023
Orange Co. Mosquito & Vector Control District	Director of Human Resources	2023
South San Joaquin Irrigation District	Telemetry System Supervisor, Finance and Administration Manager	2023 – 2022
South Tahoe Public Utility District	General Manager	2023
Transportation Corridor Agencies	Chief Capital Program Officer	2023
Valley Sanitary District	General Manager	2023
Yolo Transportation Dist.	Director of Finance & Administration	2023
Alameda Housing Authority	Administrative Manager	2022
California Assoc. - Local Agency Formation Commissions	Executive Director	2022
Carpinteria Valley Water District	Accountant	2022
City of Berkeley	Accounting Manager, Director of Information Services, Director of Engineering	2022 – 2021
City of Calexico	Chief of Police, City Manager	2022
City of Cherry Hills Village, CO	Chief of Police	2022



City of Leavenworth	City Administrator	2022
City of Oceanside	City Manager	2022
City of Oroville	Chief of Police	2022
City of Piedmont	Communications Program Manager	2022
City of Tracy	City Attorney	2022
City of Woodland Park, CO	Chief of Police	2022
County of Imperial	Director of Social Services	2022
County of Santa Clara	Deputy Director of Parks & Recreation, Director, CEPA; Planning Services Manager	2022 – 2021
County of Sonoma	Real Estate Manager	2022 – 2021
Dublin San Ramon Services District	Wastewater Treatment Plant Operator-in-Training, Electrician I/II, Human Resources Analyst II, Wastewater Treatment Plant Operations Superintendent	2022 – 2021
East Valley Water District	General Manager/Chief Executive Officer	2022
Greater LA County Vector Control District	General Manager	2022
Metro Parks Tacoma	Chief Financial and Administrative Officer	2022
Padre Dam Municipal Water District	Engineer Manager- Development Services	2022
Port of Oakland	Port Supervising Engineer (Civil), Senior Human Resources Analyst	2022
San Mateo County Transportation Auth./Transit District	Executive Officer, Transportation Authority; Manager, Real Estate Capital Project Support and Property Management; Human Resources Manager; District Surveyor, Real Estate; Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and Human Resources	2022 – 2021
Santa Barbara Metropolitan Transit District	Director of Finance and Administration, Director of Human Resources and Risk	2022
Solano Transportation Agency	Director of Projects, Senior Accountant, Program Coordinator	2022
Stanislaus Animal Services Agency	Director of Animal Services	2022
Stinson Beach County Water District	General Manager	2022
Tahoe Regional Planning Agency	Director of Human Resources & Organizational Development	2022

PROJECT TEAM

Frank Rojas **Recruitment Manager**

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of Vista, County of Riverside, City of Riverside, City of Pasadena, and West Valley Water District, recent successful efforts include positions of Economic Development Director, City Manager, Finance Director, County Executive Officer, Director of Human Resources & Development, City Treasurer, DEI Officer, Chief of Police, and Director-level hires for Information Technology, Social Services, Public Works, Community Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Chelsea Freeman **Recruiting Supervisor**

Chelsea's professional experience includes almost 20 years in Human Resources which includes both the public and private sectors. She began her HR journey in private-sector manufacturing and then later transitioned to the public sector. Her previous role was as the Classification, Compensation, and HR Operations Manager at California State University, Monterey Bay, where she was responsible for developing and implementing a compensation philosophy for staff and faculty, as well as implementing process improvement efforts within the HR operations. She provided ongoing consultation to executives relating to organizational effectiveness, recruiting, and best practices in hiring which included Diversity and Inclusion training and properly classifying and compensating employees.

Since joining K&A, a Gallagher company, Chelsea has partnered her classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. She currently manages full-cycle recruitments for California public sector agencies including cities, counties, and special districts. She provides supervisory oversight for technical, professional, and management recruitments.

Chelsea earned her B.A. degree in Communications from Sonoma State University.

Amanda Kreller **Executive Recruiter**

Amanda brings over twenty (20) years of diverse expertise spanning the public and private sectors with a strong focus on executive search, recruitment process outsourcing, and corporate environments. Throughout her career, she has excelled in identifying and connecting outstanding individuals across all organizational levels, ranging from

corporate leaders and executives to professionals, technical experts, and individual contributors. Amanda's unwavering dedication to fostering diversity, equity, and inclusion (DE&I) practices is evident in her commitment to sourcing the most exceptional talent for every unique context.

Amanda's educational background includes a Bachelor of Arts (BA) degree in Marketing and Media Studies from San Diego State University, as well as a Master in Education (MEd) in Elementary Education. She is a certified teacher who began her professional journey in the public school system, teaching grades EC-5. Her passion for education extended to serving as a board member for local private schools.

Drawing on her diverse experiences, Amanda smoothly transitioned into recruiting for government agencies such as City of Los Angeles, City of San Diego, City of Long Beach, City of Laguna Beach as well as companies across a range of industries, including biotechnology, environmental, healthcare, technology, legal, finance, human resources, and marketing.

Amanda has honed her skills in providing innovative solutions and support in areas such as organizational development and management, talent engagement and placement, and process improvement strategies. Her multifaceted background equips her with a unique perspective and enables her to offer valuable insights and guidance in various aspects of talent acquisition and organizational growth.

Peter Smith

Executive Recruiter

Pete brings 18 years of recruiting experience to the table. He has recruited in the public and private sectors in searches spanning nearly every discipline. Examples of his expertise include: executive, director, and professional roles in the public sector; accounting, finance, and treasury; C-Suite positions; private sector director and manager roles generally; and professional roles including legal, accounting/CPA, and healthcare. Further, he has experience in all technical roles, including transportation and public works.

Pete has a Bachelor's of Science in Business Administration with an emphasis in International Business and has started and led several recruiting offices in California.

Pete's success as a recruiter is rooted in values, hard work, and determination. He views his role towards candidates as one as a trusted advisor. It is a matter of helping the candidate understand the realities of the industry and market and explaining in detail what the client/employer is looking for, while maintaining appropriate levels of discretion towards all. Regarding clients, a perspective of complete candor is essential. A consultative approach is required whereby the client is assisted in understanding how their needs intersect with the candidate's perspective. Pete employs state-of-art technology in recruiting, including AI tools, but combines this with traditional, high-touch efforts.

Pete prides himself on universal success in unearthing fantastic candidates. His secret is diligence tempered by constant re-evaluation of metrics and results. There is no such thing as a failed search, only a failure of awareness and creativity.

Ember Plummer

Recruitment Coordinator/Project Support

Ember supports the Koff & Associates team as a Recruiting Coordinator/Project Support. Since joining K&A, they have helped to develop efficient processes to streamline recruiting services. They support the recruiting team in a broad range of administrative needs and in preparing reports and documentation for clients. Ember earned their B.A. in English Language & Literature and World Literature from Smith College in Northampton, MA.

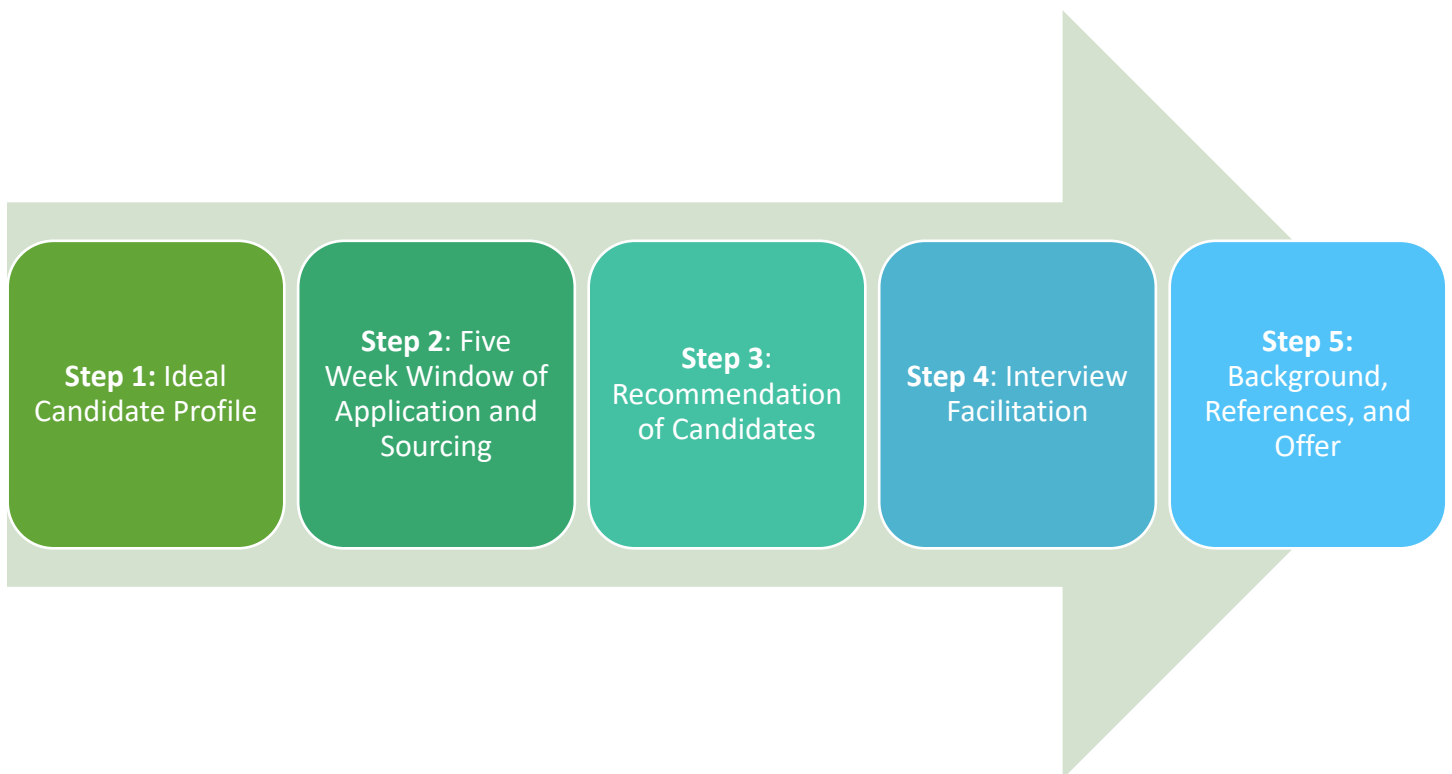


PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants**. This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the City and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.





Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the City in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A.

After meeting(s) with the City, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the City's feedback. The brochure will highlight the strengths of the City of Lomita and the surrounding community. The brochure will feature the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Step 2: Five Week Window of Application & Sourcing

K&A can, at the request of the City, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the City prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City, including candidate documents, interview notes, and an outline of the recruitment process.



Step 3: Recommendation of Candidates

K&A will provide the City with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the City and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.

Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							

K&A Diversity Statement

In 2023, **64% of our placements were women or people of color.** We source candidate pools that are representative of our clients' communities, and we present highly achieved slates of finalists with the same diversity. We use a variety of industry-specific diversity advertising to source a diverse and representative population of candidates. For example, a Fire Chief advertising campaign included posts to International Association of Women in Fire & Emergency Service - Women in Fire, International Association of Black Professional Fire Fighters, Inc., National Association of Hispanic Firefighters, and International EMS & Firefighters Pride Alliance.

This statement serves to reaffirm our commitment to providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.



REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
City of Riverside DEI (Diversity, Equity, and Inclusion) Officer, Debt & Treasury Manager, Budget Manager	Edward Enriquez, CFO (951) 826-5972 EEnriquez@riverside.gov 3900 Main St, Riverside, CA 92501
City of Palm Springs Fire Chief, City Manager	Stephanie George Director of Human Resources 760.323.8217 Stephanie.George@palmspringsca.gov 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262
City of Pasadena Director of Library & Information Services, Chief of Police, Controller, Director of Parks Recreation and Community Services	Tiffany Jacobs-Quinn, Human Resources Director (626) 744-4126 tjacobsquinn@cityofpasadena.net 100 Garfield Ave, Pasadena, CA 91101
West Valley Water District General Manager	Haydee M. Sainz Human Resources & Risk Manager (909) 820-3712 hsainz@wvwd.org 855 W. Baseline Rd. Rialto, CA 92377



PRICING PROPOSAL

Projects

- Public Works Director
- Community and Economic Development Director

Professional Fee and Expenses

- Total not-to-exceed professional fee of \$24,000 per recruitment, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
 - (This includes a discount of \$1,000 per recruitment if both are undertaken concurrently).
- Invoices will be billed monthly in four equal increments of \$6,000 per recruitment.
- Total fee for two concurrent recruitments will be \$48,000 (discounted from \$50,000).
 - Fee for one recruitment individually will be \$25,000.

Note: Expenses do not include candidate travel.

Optional: Recruitment Video

In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs \$4,000.

Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the City a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the City disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A's retention rate during the first 12 months of hire is robust and has been above 95% over the last several years.



PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the City's professional services agreement for recruitment services, however we respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



Koff & Associates
A Gallagher Company



SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California

Frank Rojas

Date: May 23, 2024

Recruitment Manager



Koff & Associates
A Gallagher Company



LAWNDALE

*Welcomes you
to the Heart of the South Bay*

CITY OF LAWNDALE

Director of Public Works/ City Engineer



➤ THE HEART OF THE SOUTH BAY

The City of Lawndale is located in the southwestern region of Los Angeles County, California. This "Heart of the South Bay" city is situated in the South Bay area, approximately fifteen miles southwest of downtown Los Angeles and five miles east of the Pacific Ocean. The city borders Hawthorne to the northwest, Redondo Beach to the west, and Torrance to the southwest. Lawndale is easily accessible via major roadways, including the San Diego Freeway (I-405) and the Pacific Coast Highway (California State Route 1). Lawndale is comprised of predominately single-family homes, encompassing 1.97 square miles, with a population of approximately 32,000 residents.

Founded in 1905 and incorporated in 1959, Lawndale has transformed from a rural community to a blossoming suburban community with residential neighborhoods, schools, parks, and commercial areas that caters to the needs of the community. These establishments contribute to the local economy and add to the overall character of Lawndale. Lawndale, a diverse, vibrant close-knit community offers various community services, including law enforcement, public works, recreation, and community outreach programs.



➤ GOVERNANCE

The City has a council-manager form of government with an elected Mayor, four Councilmembers, and a full-time appointed City Manager. The City is a contract city with police and fire services provided by the County of Los Angeles. There are about 60 full and part-time City staff to provide other City services.

To learn more about the City of Lawndale, visit the City's website at: www.lawndalecity.org

➤ THE DEPARTMENT

The Public Works Department of the City of Lawndale is dedicated to maintaining and improving the quality of life in Lawndale by promoting, building, improving, and maintaining municipal infrastructure and protecting the health and safety of the community. Its professional, technical, clerical and skilled operations fall within four (4) service areas: Administration, Engineering, Street Maintenance, and Grounds Maintenance.

The Department's responsibilities include developing and managing the fiscal operations of the department; routine maintenance of City streets and sidewalks; custodial, carpentry, plumbing, electrical, and painting services; providing project management services for the design and construction of the City's Capital Improvement Program; including maintaining the integrity of public rights-of-way through inspection services for repairs, construction, and other work in the right-of-way.

The Public Works Department contracts services such as street sweeping, solid waste and recycling, storm drain maintenance, traffic striping and markings, traffic signal operation and maintenance, bridge soffit light repairs, flood control, traffic and transportation, sewer maintenance, tree, land development, and landscape maintenance. The department has an internal staff of 20 employees, including the Director.

The Mission of the Public Works Department:

"We are dedicated to maintaining and improving the quality of life in the city by planning for future needs; promoting environmental quality; building and maintaining municipal and public infrastructure and protecting health and safety."



► THE POSITION

Appointed by the City Manager, the Director of Public Works / City Engineer supervises, plans, organizes, directs, and administers the activities and operations of the City's Public Works Department. The hands-on position has full responsibility for providing direction and oversight for the department's key operational areas which includes engineering, street, building and landscape maintenance, and contract administration. This position also serves as the City Engineer and administers the city's public works engineering programs; reviews, evaluates and develops work products, methods, policies and procedures.

Duties include:

- Review and evaluate engineering plans, drawings, estimates and preliminary reports for construction and improvement projects for final approval.
- Monitor workflow and oversee and monitor the department's budget and direct the forecast of additional funds needed for projects, staffing, equipment, materials and supplies.
- Respond to and resolve difficult and sensitive inquiries and complaints.
- Oversee public works capital improvement projects, designs and construction, and quality control including civil and traffic engineering, municipal public works street design, subdivisions, parcel maps, grading, plan check, traffic light signal, graffiti, weed abatement, and water and sewer systems.
- Negotiate, execute and administer a variety of contracts and agreements, review and interpret government regulations and requirements, and prepare and provide reports as required.

► THE IDEAL CANDIDATE

The City of Lawndale is seeking a leader with strong management, organizational and communication skills with a proven track record of effectively overseeing capital improvement projects and

public works operations. The City is seeking a knowledgeable and skilled professional with admirable integrity and dedication to achieving specific objectives to improve the overall performance and effectiveness of the Department's service delivery, while providing exemplary municipal customer service to City residents, businesses, and visitors.

Key Attributes and Characteristics

Successful candidates must have strong management, organization, supervision and open communication skills and a dedication to bring best practices and departmental efficiencies as well as, but not limited to the following:

- A strong leader with the willingness and ability to respond quickly to resident complaints and issues. A problem-solver with a hands-on style of management, the ability to multi-task, and to adapt to changing priorities.
- A proactive manager with community awareness, sees a problem and addresses it with staff for clear and quick resolution.
- Political astuteness. A versatile personality who acknowledges criticism without taking it personally, engages openly with different audiences, and can bring about successful resolutions.
- Possesses a passion for public service and pursues professional success and efficiencies in alignment with the mission and vision of the City of Lawndale.
- A collaborative supervisory style willing to encourage and actively listen to the ideas of others.
- An energetic communicator who values the experience and knowledge of the City's Central Management Team.
- A leader that can develop and manage a culture of professionalism, mutual respect, and create a team-oriented high performing working environment.

➤ MINIMUM QUALIFICATIONS

An equivalent combination of education and experience that demonstrates possession of the requisite knowledge, skills and abilities is qualifying.

- A bachelor's degree from an accredited college or university with major course work in civil engineering or related field.
- A master's degree is highly desirable.
- Six (6) consecutive years of increasingly responsible experience managing a diverse public works department.
- Two (2) years supervising, managing and/or directing a division or department.
- Registration as a Professional Engineer and/or Land Surveyor in the state of California is required.



➤ COMPENSATION AND BENEFITS

The salary range for this position is \$155K - \$189K depending on experience. The City offers a 5% pay increase for a P.E. certification.

The City also offers an excellent benefit package, as follows, but not limited to:

RETIREMENT – The City contracts with the California Public Employee's Retirement System (CalPERS) to provide retirement benefits for eligible employees. The City offers 2%@55 formula for "classic members" and 2%@62 formula for "new members," in compliance with Public Employees' Pension Reform Act 2013 (PEPRA). The City does not participate in Social Security.

DEFERRED COMPENSATION – The City offers a 457 defined contribution supplemental retirement plans. Employees who participate are able to receive a City contribution match of up to \$7750 per fiscal year.

HEALTH BENEFITS – The City provides extensive health contributions (\$1,080.36 per month) towards medical, dental and vision premiums. The City also provides an employee assistance program, group term life insurance (\$100,000) and long-term disability. An IRS Section 125 Flexible spending account also available.

LEAVES AND HOLIDAYS – The City provides annual vacation and sick leave, that is accrued and based on years of service. The City also provides prorated Executive Leave benefits and varying number of Floating Holidays, as a result of the various work schedules provided by the City.

WORK SCHEDULE – The City offers varying work schedules to include 5/40, 9/80 and 4/10 work schedules.

City Hall is open Monday through Thursday 7:00 a.m. to 6:00 p.m., although many facilities operate during evenings and weekends. The Director of Public Works/ City Engineer may be required to work various hours, to include evenings, weekends and holidays, to meet operation needs.

For more specific compensation plan information, please visit the City's website at www.lawndalecity.org and search for the Central Management Team Salary Resolution.

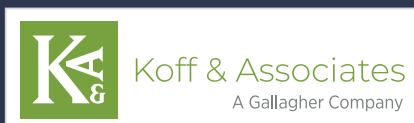
All employees are designated disaster service workers in the event of an emergency or natural disaster. The City of Lawndale and its employees are required to comply with any state or County Public Health Orders.

➤ APPLICATION PROCESS

The final filing date is Monday, June 3, 2024.

To be considered, please submit a resume, cover letter, and five work related references (who will not be contacted in the early stages of the recruitment) to: <https://koffassociates.com/lawndale-dir-public-works-city-eng/>.

Resumes should reflect years and months of positions held. For additional information, please contact:



Frank Rojas
Phone (510) 495-0448
frank_rojas@ajg.com

Website: <https://koffassociates.com/>

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. Koff & Associates will report the results to the City. The City will then select candidates to participate in City interviews. Extensive reference and background checks will be completed on the selected candidate.



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Deborah Dixon, Human Resources Manager

MEETING DATE: June 4, 2024

SUBJECT: Agreement with Koff & Associates to Provide Executive Recruitment Services for Public Works Director and Community and Economic Development Director; and an Agreement with Willdan for CIP/Water-Related Project Management and Public Works Operational Analysis and Revision of the Public Works Director Job Classification Specifications

RECOMMENDATION

Authorize the City Manager to enter into an agreement with Koff & Associates for Executive Recruitment Services for an amount not to exceed \$48,000; approve the revised Public Works Director Job Classification Specifications; and authorize the City Manager to enter into an agreement with Willdan to provide CIP/Water-Related Project Management and Public Works Operational Analysis in an amount not to exceed \$65,688.

DISCUSSION

The City's incumbent Public Works Director recently submitted their resignation, effective June 7, 2024. Additionally, the Community and Economic Development Director has also resigned, effective July 26, 2024.

Staff recommends that the City retain the services of a consulting firm with executive recruiting experience to attract, evaluate, and recommend top candidates for the positions of Public Works Director and Community and Economic Development Director. After receiving and reviewing several proposals from various recruiting firms, staff is confident that Koff & Associates has the necessary skills and expertise to successfully recruit a new Public Works Director and a Community and Economic Development Director. Koff & Associates is a recruitment firm with over 38 years of experience in recruiting executive level talent. Koff & Associates previously conducted the city's compensation and classification study in 2022.

Koff & Associates has successfully filled various executive level positions for over 100 local government agencies and special districts throughout the state. Their work includes executive and mid-management recruitment and classification and compensation studies. Koff & Associates' recruiters possess the knowledge and experience to assist the City in identifying, targeting, and recruiting highly qualified candidates for the City of Lomita. Their recruiters have a combined 93 years of recruiting experience in both the public and private sector and pride themselves in transparency, flexibility, and quality work.

Should the City Council approve the attached agreement, Koff & Associates is ready to commence the process of searching for a Public Works Director and a Community and Economic Development Director immediately. It is anticipated the recruitment process will take approximately 12 to 14 weeks to complete. If the City is unsuccessful in finding a replacement candidate, Koff and Associates will work to find a new slate of candidates at no added cost, except advertising. Additionally, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, Koff & Associates will commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the pricing proposal would be incurred.

Update to the Public Works Director Job Classification

Historically, the City has employed Public Works Directors with Professional Engineer (PE) licenses from the State. For the past several years, cities across the state have had difficulty in recruiting for this position, a challenge which has been confirmed by the executive recruiting firms that were consulted for this task. One of the reasons for the difficulty in recruiting for Public Works Directors with PE certification is due to the highly technical and narrow specifications of the classification. It is becoming more common for municipal agencies to employ a non-PE Public Works administrators who serve more as project managers over general areas, including capital improvement projects and personnel. Modifying the specifications of the Public Works Director job classification candidate to remove PE as a requirement will expand the pool of qualified candidates, resulting in a high probability of a successful recruitment. Therefore, staff recommends that the specifications for the Public Works Director job classification be amended to remove the requirement for a PE and reduce the minimum work experience from ten years to eight years and management experience from five years to three years.

Public Works Capital Improvement Project Assistance

With the departure of the Public Works Director, there is a need to keep current capital improvement projects moving along, particularly the Cypress Water Production Facility GAC project and other critical street/water CIPs. It is recommended that the City retain the services of Willdan, a highly qualified engineering firm, to provide CIP/Wate-related project management for a period of approximately three months. Their scope of work will also include an efficiency assessment of the Public Works Department's operations.

FISCAL IMPACT

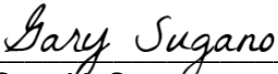
Consultant costs to conduct an executive recruitment for both a Public Works Director and a Community and Economic Development Director are not to exceed \$48,000 (\$24,000 for each). This fee includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background. A discount of \$2,000 was provided to conduct two recruitments.

The Agreement with Willdan for CIP/Water-Related Project Management and Public Works Operational Analysis is for an amount not to exceed \$65,688 and would be funded from general/water fund surplus within the Public Works Department budget.

ATTACHMENTS

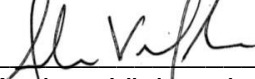
1. Agreement with Proposal (Exhibit A) from Koff & Associates
2. Revised Public Works Director Job Classification
3. Redline Public Works Director Job Classification
4. Agreement with Willdan

Reviewed by:




Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Deborah Dixon
Human Resources Manager



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Andrew Vialpando, City Manager

PREPARED BY: Montserrate Gastelum, Administrative Analyst

MEETING DATE: August 6, 2024

SUBJECT: Agreement with Joe A. Gonsalves and Son to Provide Legislative Advocacy Services

RECOMMENDATION

Approve a Second Amendment with Joe A. Gonsalves and Son to provide Legislative Advocacy Services on behalf of the City in an amount not to exceed \$36,000 per year.

BACKGROUND

Joe A. Gonsalves and Son (Gonsalves) have provided legislative advocacy on behalf of local agencies since 1975, and have an extensive history and knowledge working with the legislature to represent the needs of local communities. Their efforts have helped to secure legislative amendments and funding for local agencies across the State of California.

In late 2019, the City contracted with Gonsalves to support our legislative efforts and act as our representative to the California Legislature and the State agencies. Specifically, the City worked with Gonsalves to advocate for the City's water system and its upcoming projects to upgrade the system. Since that time, the City has also engaged Gonsalves to convey the City's position on various housing, economic development, water program, COVID-19, public safety and many other related bills moving through the State legislature, as the City by itself does not have resources to monitor and support those efforts.

On March 16, 2021 the City Council approved an Agreement with Joe A. Gonsalves and Son to provide Legislative Advocacy Services on behalf of the City. The initial term of the agreement with Gonsalves and Son was for one year with an option to extend by an additional one-year period. The Agreement expired on June 30, 2023 and due an administrative oversight, the terms were unintentionally not extended as prescribed in the

provisions of the Agreement. As a ministerial action, staff is recommending that the City Council approve the proposed Amendment to extend the terms of the Agreement to expire June 30, 2026, with the option to extend for two additional one-year terms, subject to the approval of the City Manager.

FISCAL IMPACT

As with prior Agreement, the proposed Amendment to the Agreement with Gonsalves will not exceed an annual amount of \$36,000. This amount is appropriated in the FY 24-25 Adopted Budget.

OPTIONS

1. Approve the attached resolutions as recommended.
2. Provide staff with further direction.

ATTACHMENTS

- 1) Amendment to Agreement with Joe Gonsalves and Son

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Andrew Vialpando
City Manager

Prepared by:



Montserrat Gastelum, Administrative Analyst



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND JOE A. GONSALVES AND SON**

This AGREEMENT is entered into this 6th day of August 2024, by and between the CITY OF LOMITA, a general law city a municipal corporation ("CITY") and Joe A. Gonsalves and Son ("CONSULTANT").

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for legislative representation.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A, which shall be performed in accordance with this AGREEMENT and all applicable local, state and federal laws, rules and regulations;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$3,000 per month for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement. Expenses such as travel or approved advertising not included in monthly fee must be approved separately and in advance by City.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference. If any part of Exhibit A is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

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

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

5. CONFLICT OF INTEREST. The CONSULTANT represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the CITY which may be affected by the services to be performed by the CONSULTANT under this AGREEMENT. The CONSULTANT further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

- A. The CONSULTANT represents that no CITY employee or official has a material financial interest in the CONSULTANT's business. During the term of this AGREEMENT and/or as a result of being awarded this contract, the CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT's business by any CITY employee or official

6. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be

performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

KEY PERSONNEL. CONSULTANT's key persons assigned to perform work under this Agreement are Anthony D. Gonsalves, Jason A. Gonsalves, and/or Paul A. Gonsalves to be assisted by other of CONSULTANT's staff at CONSULTANT's discretion. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire when termination occurs under Section 12 of this Agreement, unless extended in writing in advance by both parties.
8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
11. LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION. CONSULTANT shall keep itself fully informed of and in compliance with all local, state, and federal laws and rules and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with this Agreement. All violations of such laws and regulations shall be grounds for the CITY to terminate the Agreement for cause.
12. TERMINATION.
 - A. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2026 unless earlier termination occurs under this Section or extended in writing in advance by both parties. Notwithstanding the foregoing, at the CITY's sole discretion, and upon approval by CITY's City Manager, this Agreement may be extended for two (2) additional terms of one (1) year each, subject to appropriation of funding by CITY's City Council.

- B. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice will be in writing at least 10 days before the effective termination date.
- C. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- D. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

13. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 18, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

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

15. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.
16. AUDIT OF RECORDS.
- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
 - B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
17. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.
18. INSURANCE REQUIREMENTS.
- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. The Consultant 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 the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all 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 CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the 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 the 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 the 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 the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 12 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.
19. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for

compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the 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 the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

21. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
22. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
23. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	Joe A. Gonsalves & Son 925 L Street, Suite 250 Sacramento, CA 95814.

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

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

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

the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

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

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

City Initials _____

Consultant Initials _____

OR

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

City Initials _____

Consultant Initials _____

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

CITY OF LOMITA

CONSULTANT

Andrew Vialpando, City Manager

By:

TITLE

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Scope of Services - Exhibit A

- A. Represent the City of Lomita in Sacramento in terms of communicating and advocating for the City's interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed.
- B. Develop and maintain good working relationships between the City and State legislators, legislative staff, and state agencies.
- C. Develop, coordinate and execute the City's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
- D. Review all pertinent legislative bills introduced in the California Legislature and inform the City of all such legislation affecting its interest and forward weekly a copy of all such bills to the City. The City will review and analyze all such legislative bills and inform ADVOCATE, in writing, of its position on such bills the City wishes to pursue.
- E. Assist in identifying and obtaining state funding available for City programs and proposed capital projects.
- F. Obtain support, through letters of support and other means, from state legislators and officials for City grant applications.
- G. Provide a monthly written summary during the legislative session and at other times if warranted that gives updates on pending legislation, state budget, and other relevant issues.
- H. Arrange meetings with legislative representatives or key agency staff and City representatives.
- I. Attend and provide testimony on behalf of the City at legislative committee hearings.
- J. Provide support, including advising on briefing papers, talking points, etc., when City officials are requested to testify before a legislative committee.

Scope of Services - Exhibit A

- A. Represent the City of Lomita in Sacramento in terms of communicating and advocating for the City's interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed.
- B. Develop and maintain good working relationships between the City and State legislators, legislative staff, and state agencies.
- C. Develop, coordinate and execute the City's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
- D. Review all pertinent legislative bills introduced in the California Legislature and inform the City of all such legislation affecting its interest and forward weekly a copy of all such bills to the City. The City will review and analyze all such legislative bills and inform ADVOCATE, in writing, of its position on such bills the City wishes to pursue.
- E. Assist in identifying and obtaining state funding available for City programs and proposed capital projects.
- F. Obtain support, through letters of support and other means, from state legislators and officials for City grant applications.
- G. Provide a monthly written summary during the legislative session and at other times if warranted that gives updates on pending legislation, state budget, and other relevant issues.
- H. Arrange meetings with legislative representatives or key agency staff and City representatives.
- I. Attend and provide testimony on behalf of the City at legislative committee hearings.
- J. Provide support, including advising on briefing papers, talking points, etc., when City officials are requested to testify before a legislative committee.