

# **CITY OF LOMITA**

# REQUEST FOR PROPOSALS

### **FOR**

# DESIGN-BUILD OF LOMITA CITY HALL HVAC SYSTEM UPGRADE PROJECT

Date Issued: April 15, 2024

Proposals Due: May 15, 2024

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#### I: REQUEST FOR PROPOSALS OVERVIEW

The City of Lomita ("City") is issuing this Request for Proposals ("RFP") pursuant to California Government Code section 4217.10 *et seq.* to contract with one qualified firm<sup>1</sup> to design and build a new Heating, Ventilation and Air Conditioning (HVAC) System at Lomita City Hall ("Project").

City officials aim to create lasting value for City facilities by upgrading the HVAC system for long-term energy and utility bill savings and efficiency. This underscores the City's commitment to minimize the region's carbon footprint.

#### A. BACKGROUND

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

Lomita City Hall, a two-story building, was constructed in 1973 and the HVAC system has not been updated since. The existing HVAC system is a double deck system, consisting of a hot deck and a cold deck. This system uses a gas furnace as the source of energy to cover air conditioning needs for approximately 22,000 square feet of office space.

The current HVAC system includes pneumatic thermostats and pneumatic actuators located throughout the first and second floors of City Hall. The scope includes installation of thermostats in each room, as well as replacing the pneumatic thermostats with electrical ones.

The HVAC Air Handler has been patched multiple times and is inside the electrical room on the second floor. The Air Handler has reached the end of its useful life and will need replacement.

A 225-ton compressor is located on the roof of the City Hall building. It was last replaced approximately 15 years ago and requires replacement.

If the ceiling tiles in the office space need to be temporarily removed for installation purposes, the selected firm shall restore the false ceiling after the new system is installed. This will require coordination with City staff throughout the duration of this project as City Hall will be occupied by City Staff on weekdays.

<sup>&</sup>lt;sup>1</sup> Use of the term "firm" throughout this document shall mean individual proprietorship, partnership, Limited Liability Company, corporation, or joint venture.

#### B. BASE SCOPE OF WORK

The selected firm is to provide a full time Inspector and Resident Engineer to provide project management for the duration of the Project until the Project paperwork is finalized and approved by the City for project acceptance. The Resident Engineer shall be a licensed Mechanical Engineer registered in the State of California or a licensed Civil Engineer with documented prior experience with HVAC projects in the State of California.

The selected firm will provide the necessary comprehensive Testing Services to the City of Lomita Public Works Department in accordance with all provisions of the project plans and specifications.

The following tasks include but are not limited to:

#### Task 1 – General Project Administration and Meetings

The selected firm shall assign a project manager that will serve as the point of contact and coordinate all communication with the City of Lomita staff. The selected firm must provide an experienced Design-Build Team that has knowledge and understanding of energy resources projects.

- The selected firm shall coordinate a kick-off meeting with Lomita staff and subcontractors to discuss the scope of the project, develop a work plan to accomplish the project goals, schedule, and identify future constraints.
- In addition to the kick-off meeting, the selected firm shall plan for sufficient meetings with Lomita staff to complete the project. The selected firm shall prepare agendas for all meetings and submit them to the City two (2) working days prior the meeting for review. For each meeting, the selected firm shall record minutes and distribute them within five (5) working days of the meeting.
- The selected firm shall submit monthly progress reports with each invoice. Progress reports shall contain work performed, project concerns and impacts, and the work anticipated for the next month.

#### **2.** Task 2 – Research and Investigation

The selected firm shall review existing records and research the availability of other as-built records.

#### 3. Task 3 – Design

The selected firm must provide an experienced Engineering and Construction Team who has successfully delivered services on similar projects. The selected firm shall create plans and specifications to include, but not limited to, the following:

- Technical specifications to cover different aspects of this project (design, construct new HVAC system and demolition of existing HVAC system)
  - 40% Plans
  - 60% Plans
  - 100% Plans
- Warranty information and Operation and Maintenace Manual
- Submittal requirements

All plans, specifications and submittals are subject to approval by the City Engineer.

#### 4. Task 4 – Construction

Prior to start of construction, the selected firm shall submit to the City for review the following documents:

- Proposed Laydown Area for approval (if on City Property)
- Plan for Debris and Dust Control

The design-build firm shall coordinate with City Staff on a continuous basis since the offices will be occupied throughout the duration of this project. Updates to the project schedules should be sent to the City on a monthly basis with justifications for any possible delays.

#### 5. Task 5 – Punch List and Project Closeout

Approximately one month shall be allocated for the purpose of punch list items, producing as-built drawings, training, demonstration of software/controls, and general operation and maintenance procedures.

#### C. PUBLIC PROCUREMENT COMPLIANCE

The City is procuring this Project pursuant to California Government Code section 4217.10, *et seq*. The successful Proposer shall be required to comply with applicable California laws, such as, but not limited to, prevailing wage laws and provide a payment and performance bond, as may be further specified in detail herein.

#### D. LABOR COMPLIANCE

Pursuant to Section 1720.6 and Section 1771 of the Labor Code, the Project is subject to the payment of prevailing wages. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful Proposer, copies of which are on file and will be made available to any interested party upon request at the City Clerk's office at or online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted by the successful Proposer at the job site. The successful Proposer and all subcontractors under him, shall comply with all applicable Labor Code provisions, which include the payment of not less than the required prevailing rates to all workers employed by them in the

#### E. CONTACT & PROPOSER'S LIST

For general information pertaining to this RFP, Proposer shall contact the City via email: publicworks@lomitacity.com and f.aboujaoude@lomitacity.com.

The Contract Administrator for this RFP and the resulting Contract is Frederic Aboujaoude, Principal Engineer at 310-304-4968 or <a href="mailto:fi.aboujaoude@lomitacity.com">f.aboujaoude@lomitacity.com</a>. The Contract Administrator is the only individual authorized on behalf of the City to make any modifications via addenda or otherwise to this RFP and the resulting Contract, if any. The Proposer shall not rely upon any oral change from anyone, or a written request for change from someone other than the Contract Administrator. All changes/addenda must be in writing, signed by the Contract Administrator. All addenda issued by the Contract Administrator shall be incorporated into this RFP and a part herein as if originally set forth in this RFP. It is the Proposer's responsibility to stay up to date with project updates are posted on <a href="https://lomitacity.com/current-bids-rfps/">https://lomitacity.com/current-bids-rfps/</a>.

Firms that are interested in being placed on the City's "Proposer's List" shall contact the City's Contract Administrator. The City will only issue updates/ addenda to those firms on the "Proposer's List" via email or facsimile. The Proposer's List will not be confidential and will be subject to disclosure pursuant to the California Public Records Act.

#### II: RFP TIMETABLE

The following dates are provided for Proposer's convenience and, while the City does not anticipate changing the dates at this time, are adjacent subject to revision in the sole discretion of the City:

EVENT	DEADLINE
RFP Published	4/15/2024
Optional Site Visit	4/24/2024
Questions Due	4/29/2024
Addenda Due	5/06/2024
Proposals Due	5/15/2024
City Council Award*	6/04/2024

<sup>\*</sup>Date is approximate

City staff will conduct an optional pre-proposal site visit to allow prospective firms to get a closer look at the project site. This is scheduled for: April 24, 2024 at 10:00 AM at 24300 Narbonne Ave, Lomita, CA.

The estimated duration of Design shall be no more than 4 months. Similarly, the duration for construction shall be no more than 3 months which includes one month of punch list work.

#### III: PROPOSAL REQUIREMENTS

#### A. PROPOSAL FORMAT

Proposals shall be in the following format:

- 1. Introduction/Cover Letter, signed by individual with authority to bind firm
- 2. Proposed Project Team: Name assigned project managers and representatives.
- **3.** Qualifications and Experience of Proposed Project Team: Clearly define what responsibilities these individuals will be charged with relative to this Contract. Provide a project organizational chart, if appropriate.
- 4. Base Bid Proposed Scope
- 5. Alternate Strategies for Base Bid
- 6. Add Alternates Proposed
- 7. Measurement & Verification Plan
- **1.** Economic Performance Evaluation (Pricing)
  - a. Base Bid
  - b. Base Bid Alternate Strategies (if any)
  - c. Add Alternates
- 2. References
- 3. Exceptions to RFP / Contract

#### B. SUBMISSION OF PROPOSAL PACKAGES

Proposals must be enclosed in a sealed envelope marked "Lomita City Hall HVAC Upgrade Project, Proposal Enclosed". The proposal must be delivered to the address stated below on or prior to May 15th, 2024 at 1:00 PM.

To ensure fairness, responses received after this deadline will be returned unopened. It is the responsibility of the Proposer to ensure that any deliveries are received by this date and time.

All responses to RFP will become the property of the City and will not be returned; and

- One (1) physical copy and one (1) electronic version of the full bid proposal must be submitted. The electronic version must be via email to <u>publicworks@lomitacity.com</u> and <u>f.aboujaoude@lomitacity.com</u> and the various components of the proposal must be consolidated into a single document.
- Proposals shall be sent by U.S. mail, hand delivery, or courier to the address indicated below. A facsimile submittal is not acceptable. Please send proposal to:

Lomita City Hall, 24300 Narbonne Ave, Lomita, CA 90717

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by the City and shall not be subject to disclosure under the California Public Records Act until after either the City and the successful proposer have completed negotiations and entered into the Contract attached as Attachment C, or the City has rejected all proposals. Furthermore, the City will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or contract.

Furthermore, the Proposer shall fill out the Questionnaire in Attachment D.

The City will not reimburse Proposers for the cost of proposal preparation.

#### C. EVALUATION PANEL

Based on the evaluation criteria outlined herein, all technical Proposals shall be evaluated by an Evaluation Committee designated by the City. Interviews may be considered at the discretion of the Evaluation Committee to resolve uncertainties relating to their proposals and to arrive at a complete agreement on all requirements. The Evaluation Committee, upon completion of evaluating the technical proposals, will recommend that a Contract be signed with the selected firm. The City reserves the right to investigate the qualifications of all Proposers under consideration and to confirm any part of the information furnished by a Proposer, or to require other evidence of managerial, financial, or technical capabilities which are considered necessary for the successful performance of the work.

#### D. AWARD PROCESS

The City intends to award the Contract for work to the qualified Proposer whose offer conforms to the RFP, whose Proposal proposes a Project which will provide the best value to the City, best meets the City's needs and is most likely to assist the City in achieving its objectives, which the City shall determine in its sole and absolute discretion.

Once a firm has been selected, a Letter of Intent conveying the City's intent to award is sent to the successful bidder(s) and to unsuccessful bidders. All letters are issued on the same day. The notification letters are normally signed by the City Manager or a Director of Finance with approval from their board or council. The contract cannot be awarded for a period of five working days starting the day after posting.

During this time and prior to contract award, the selected Proposer must draft, for the City's approval, at the Proposer's sole cost and expense, a set of Construction Documents for the City's review, and approval (which City approval shall be deemed to include, but is not limited to, the City's permitting department).

Proposers shall establish a Base Bid scope of work and Guaranteed Maximum Price budget. Proposers are strongly encouraged to expand the Base Bid scope of work by including "Add Alternate" items in their proposals which would include other financially and logistically viable opportunities that do not expose the City to added technical or financial risk. In addition, the City is willing to consider alternative strategies that may provide superior results to the Base Bid suggested.

The selected Proposer shall bear the sole cost and expense of designing and permitting the Project to the satisfaction and acceptance of the City. Once the Project is designed and permitted, the City will take the Construction Documents and the Project contract to the City Council for award and, if approved by the Council, may execute the contract with the Proposer for construction of the Project. In the event that the successful Proposer is unable and/or unwilling to modify the Construction Documents to meet the City's approval and permitting requirements, the City, in its sole discretion, may begin negotiations with the next Proposer whose Proposal proposes a Project which will provide the best value to the City, best meets the City's needs and is most likely to assist the City in achieving its objectives, which the City shall determine in its sole and absolute discretion. The City reserves the right to seek clarification of information submitted in response to this RFP. The City also reserves the right to make an award without further discussion with any of the Proposers.

During the course of the proposal evaluation, the City may request clarification of, or information about, any item in the proposal. The Proposer shall respond within the time requested. If the clarification or information is not forthcoming, the City may, at its sole discretion, disqualify a proposal if it determines that evaluation of the proposal cannot proceed in the absence of clarification. However, the City, in its sole discretion, may review and evaluate proposals and award a Contract based solely on the materials contained in the Proposer's proposal.

The estimated quantities and assumptions provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities and assumptions may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Proposer to an adjustment in the unit price or to any additional compensation.

The City reserves the right, at its sole discretion, to accept a response that does not satisfy all requirements but which, in the City's sole judgment, sufficiently demonstrates the ability to produce, deliver, design, permit and install the Project and to satisfy the major requirements set forth in this RFP. The City expects to complete its evaluation process to select a qualified proposer but reserves the right to change key dates and action as the need arises.

The City intends to award the Project to one Proposer; however, the City retains the right to award one or more separate Contracts to one or more Proposers, in the City's sole discretion.

#### E. GENERAL CRITERIA FOR ALL MEASURES

- 1. Proposer is responsible to provide and install any special mounting hardware for equipment as well as all installation materials (conduit, tubing, railways, junction boxes, fittings, piping, duct, etc.) for a complete project.
- 2. All field devices and equipment will be mounted as per manufacturer recommendation.
- **3.** Proposer is responsible for equipment startup.
- **4.** Proposer is responsible for on-site installation supervision throughout the duration of the project.

- **5.** Proposer is responsible for patching all building penetrations performed by the Proposer during installation.
- **6.** Proposer shall provide Operations & Maintenance manuals for all Proposer-provided equipment.
- **7.** Proposer is responsible for all generated trash.
- 8. Proposer is responsible for disconnection of existing equipment to be replaced
- **9.** Proposer is responsible for connection of new equipment to be installed
- 10. Proposer is responsible for proper disposal of existing equipment to be replaced
- **11.** Proposer shall clean all work areas on a daily basis and equipment after project completion.
- **12.** Proposer is responsible for all required permits.
- **13.** Installation done as required by Federal, State, local codes and laws.
- **14.** Proposer is to verify unit count, size and that specified units may be properly installed at their specified locations.
- 15. Proposer must provide start up/interconnection agreements with local utility.

#### F. BIDDERS IMPLEMENTATION PLAN

Proposers shall provide a contract implementation plan proposing procedural, operational steps, technical approach and milestones for all specified deliverables.

#### IV: MEASUREMENT AND EVALUATION / PERFORMANCE GUARANTEE

The purpose of this section is to specify the requirements surrounding the measurement and verification of actual energy savings against energy savings expectations established prior to implementation.

Should the Proposer offer a performance savings guarantee, the Proposer will be expected to provide a clear plan for the independent measurement and verification of the proposed savings. All Proposer measurement and verification plans must, at a minimum, adhere to the appropriate sections of the International Performance Measurement and Verification Protocol ("IPMVP") and allow the City, or agents of the City, to verify performance of any solutions expected to yield utility cost savings.

If necessary, the City will contract with a third-party measurement and verification entity of their choice to provide performance verification.

Proposers are responsible for including any measurement and verification requirements associated with any incentive, grant, or financing programs affecting the financial model presented by the Proposer.

#### V: PROPOSER REQUIREMENTS & EVALUATION CRITERIA

Each respondent to this RFP should demonstrate that it satisfies the minimum requirements described in this RFP in order to be selected as an eligible Proposer. The City will evaluate the proposals utilizing the following factors, which the City shall weigh in its sole discretion:

#### A. NECESSARY AND ESSENTIAL PREQUALIFICATION REQUIREMENTS

Proposers <u>must</u> meet the following criteria and requirements, as well as submit appropriate evidence thereof, in order for a Proposer to be scored by the City and permitted to submit a Proposal for the Project.<sup>2</sup>

- 1. Proposer must be licensed in the State of California to design and construct the Project (Contractor's License Class B General Contracting and/or C-10 Electrical) and possess the requisite design licensing and engineering qualifications. Any such licenses must be in good standing at the time of submittal of the Prequalification Documents.
- 2. Proposer must submit evidence of general liability, auto, and worker's compensation insurance The successful firm shall procure and maintain, for the duration of the contract, insurance policies as listed in Section 17 Insurance Requirements of the attached sample Professional Service Agreement (PSA).
- Proposer must have a Worker's Compensation Experience Modification Rate of 1.25 or less.
- **4.** Proposer must not have any violations under the California Solar Initiative (CSI) program as determined by the administrator of the CSI program.
- 5. Proposer must attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that the Proposer's current bonding capacity is sufficient for the Project.

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. The Proposer shall attach, within a separate sealed envelope marked as indicated below, the latest copy of a <u>reviewed</u> or <u>audited</u> financial statement with accompanying notes and supplemental information. NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement. The separate sealed envelope shall be marked as follows:

Proprietary – Not For Public Disclosure Financial Statement of [Proposer's Name] For the City of Lomita RFP

- 7. Proposer's license must not have been revoked at any time in the last five (5) years.
- **8.** Proposer must not have been terminated for cause or defaulted on a project during the last ten (10) years.
- **9.** At the time of submittal of the Prequalification Documents, Proposer must not be ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract pursuant to either Labor Code section 1771.1 or Labor Code section 1777.7.

<sup>&</sup>lt;sup>2</sup> A Proposer disqualified solely because it does not meet the requirements of items 6, 7, 8, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeals process.

- 10. Proposer, or any of its owners, officers, or partners, cannot have been found liable in a civil suit, or convicted/found guilty in a criminal action within the last ten (10) years: (a) involving the awarding of a contract of a government construction project, (b) involving the bidding or performance of a government contract, or (c) involving fraud, theft or any other act of dishonesty, including but not limited to the California False Claims Act, or Federal False Claims Act.
- 11. Proposer must not have been cited and assessed by CAL OSHA penalties for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five (5) years.
- 12. Has your Proposer's license, or those of its responsible managing Employee, Responsible Managing Officer, any Owners, Officers, or Partners been revoked or suspended at any time in the last five (5) years? (If any such license has been revoked, Proposer is automatically disqualified. If any such license has been suspended, attach a sheet explaining the circumstances which the Owner may consider.)
- **13.** Within the last five (5) years, Proposer must have completed three projects with the minimum following scope of work:
  - a. Contract amount in excess of \$250,000; and
  - b. Similar scope of work.

#### **B. EVALUATION CRITERIA**

#### 1. Responsiveness to the Request for Proposal

- a. Requested information included and thoroughness of response.
- b. Executive Summary, understanding of the project.
- c. Creativity of proposed project approach.
- d. Clarity and brevity of the response.

#### 2. Responses to Base Bid Scope of Services

- a. Requested information included and thoroughness of response.
- b. Project can be completed in time allotted.

#### 3. Responses beyond Base Bid Scope of Services

- a. Attention to detail/aesthetics.
- b. Project can be completed in time allotted.

#### 4. Qualifications and Experience

- a. Key personnel have experience with projects of similar size and scope.
- b. Project team's experience covers all relevant areas.
- c. Project team show to have extensive project management and energy planning experience.

#### 5. Past Performance as Indicated by References

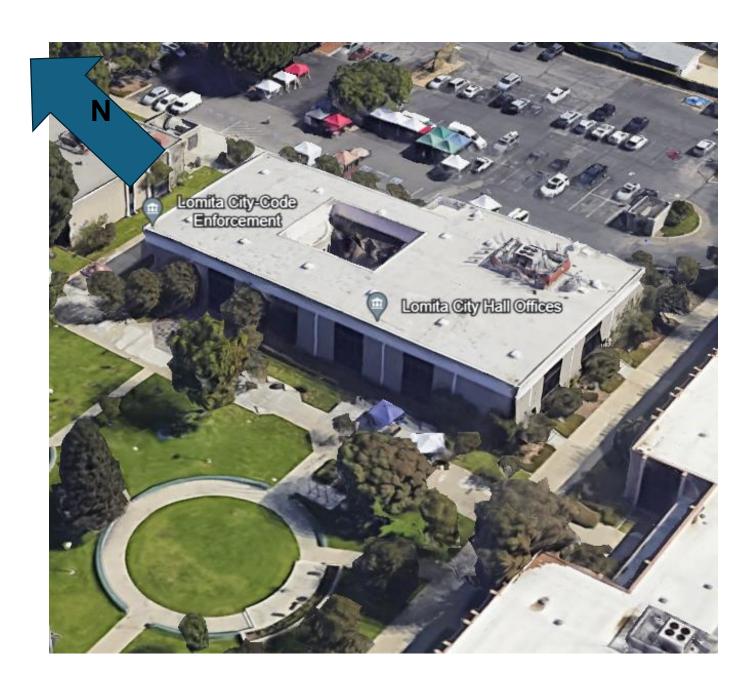
a. Multiple positive references on projects of similar size, scope and schedule.

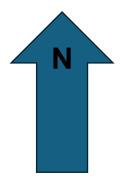
- b. Proven ability to deliver projects on time, within budget.
- c. Few change orders.

#### 6. Other factors the City might deem relevant following its review of the proposals

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The City will solely perform all proposal reviews and will select the winning Proposer(s); the City will provide Contract administration and support immediately after the winning Proposer is selected.

# ATTACHMENT - A SITE OVERVIEW AND PHOTOS









Return Air Fan in the Mechanical Room on 2<sup>nd</sup> floor



Electrical Room Panels on 2<sup>nd</sup> floor



Air Handler Unit in the Mechanical Room on 2<sup>nd</sup> floor



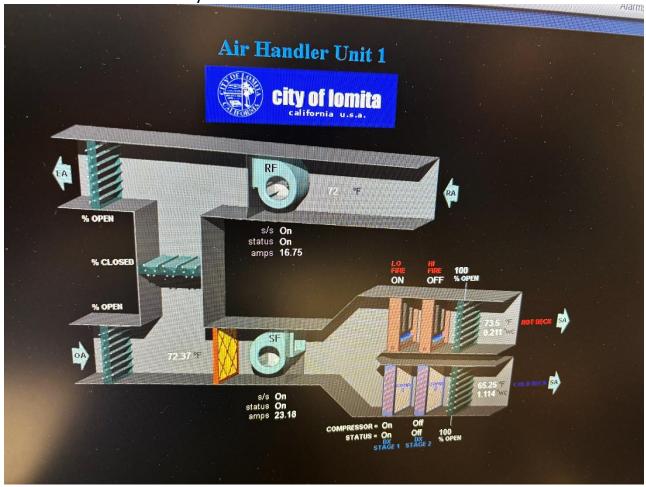
Air Handler Unit in the Mechanical Room on 2<sup>nd</sup> floor showing double duct system.



Air Compressor in Mechanical Room on 2<sup>nd</sup> Floor



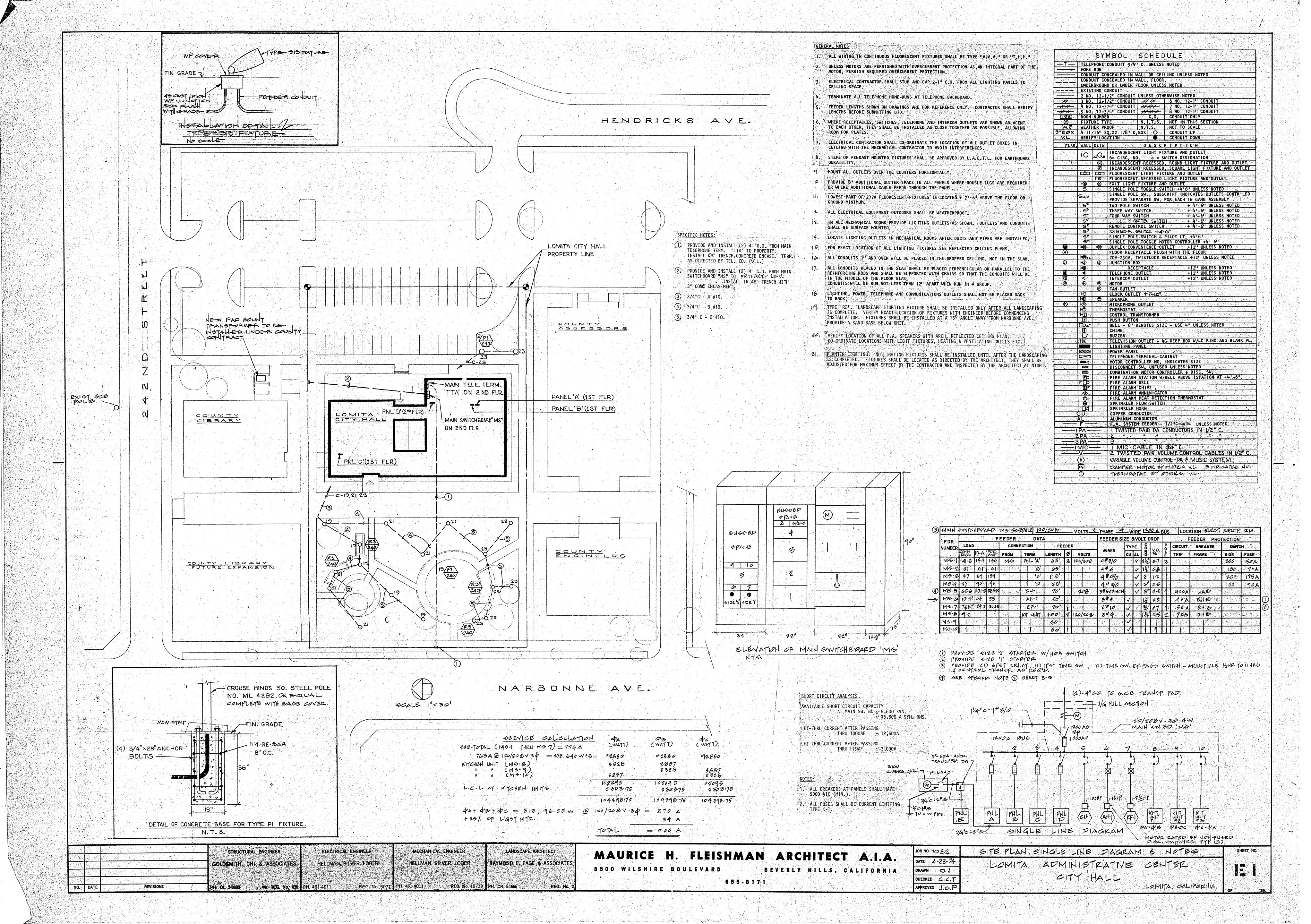
Dryer in Mechanical Room on 2<sup>nd</sup> Floor

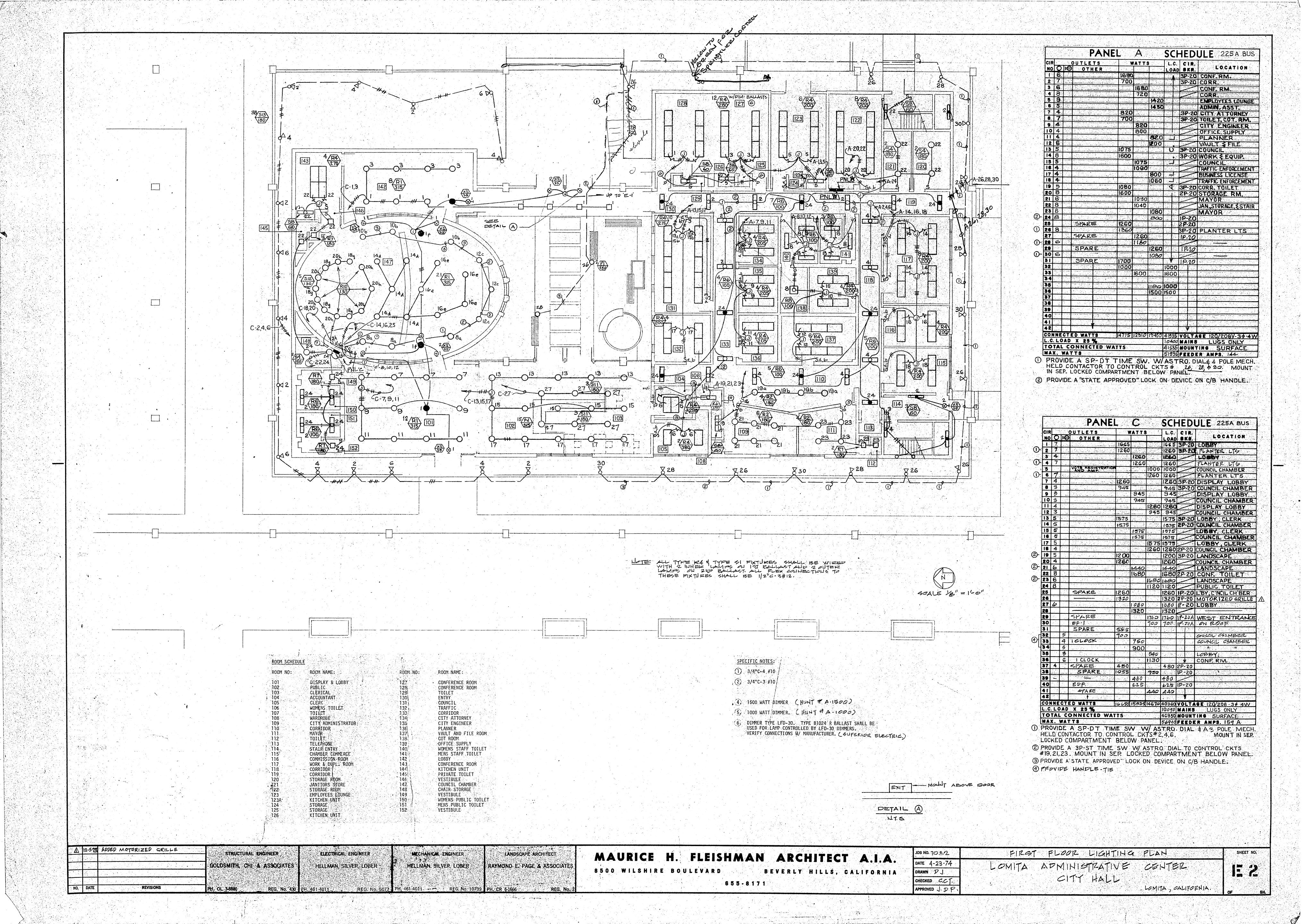


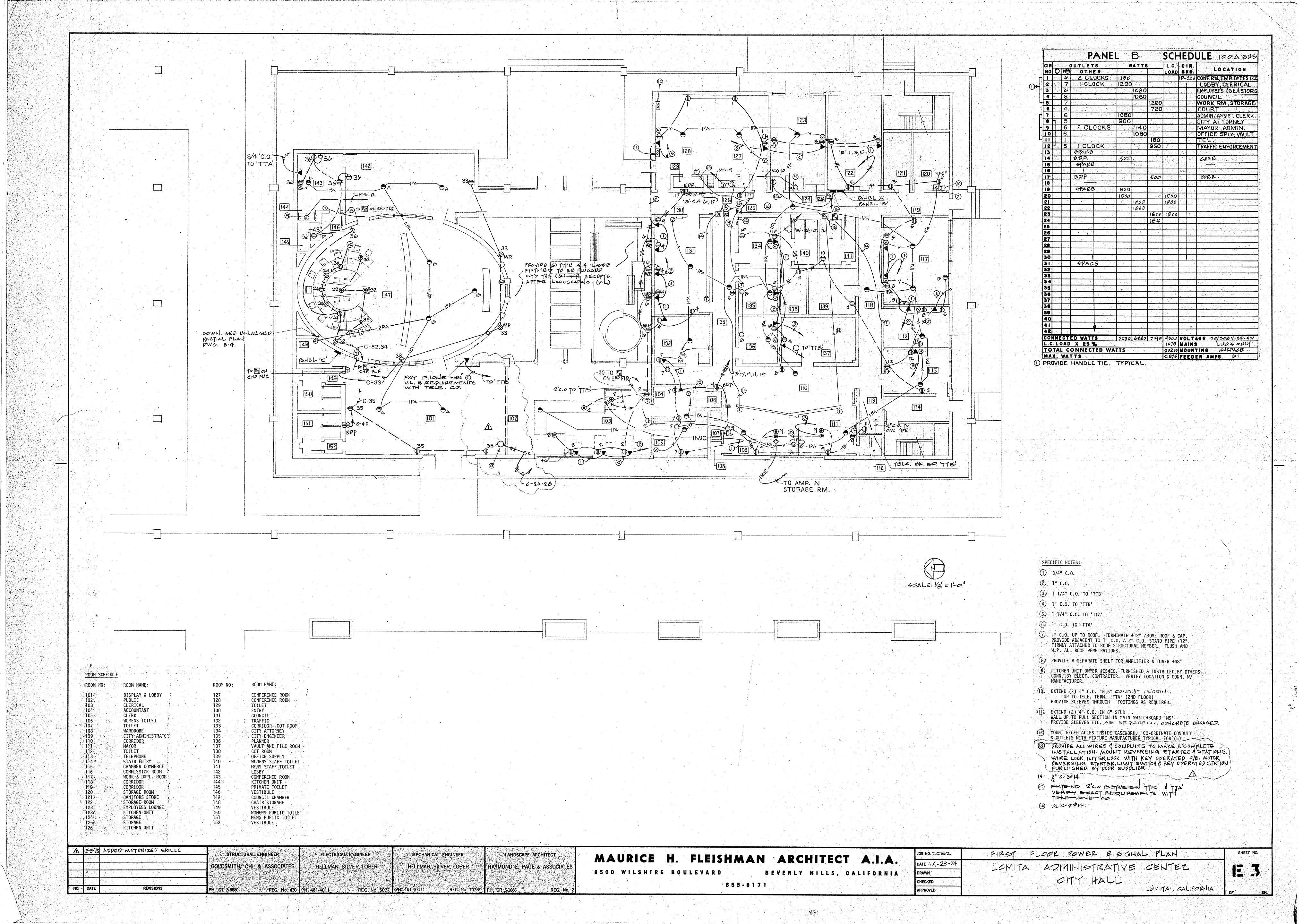
Schematic of current HVAC System

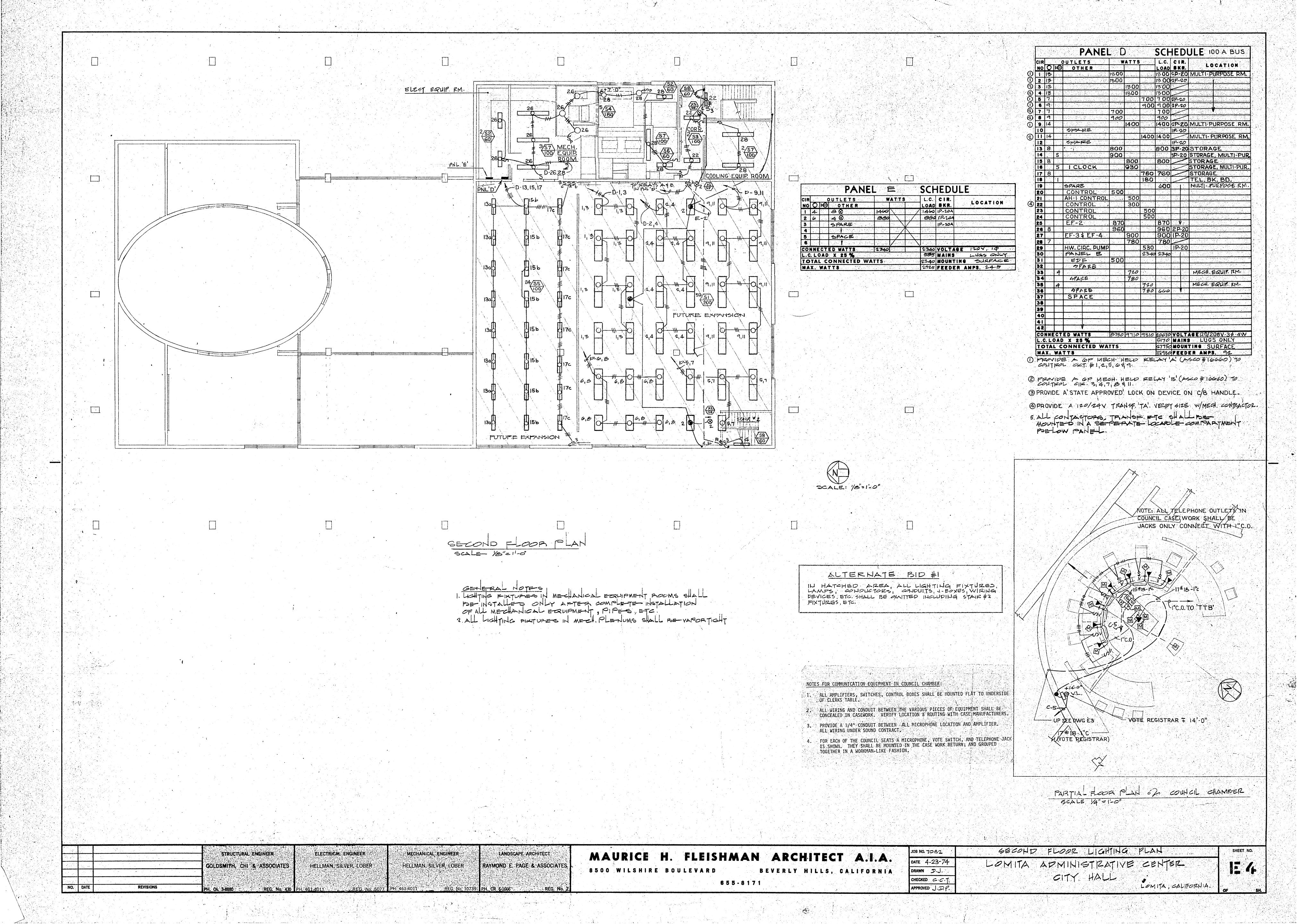
## **ATTACHMENT - B**

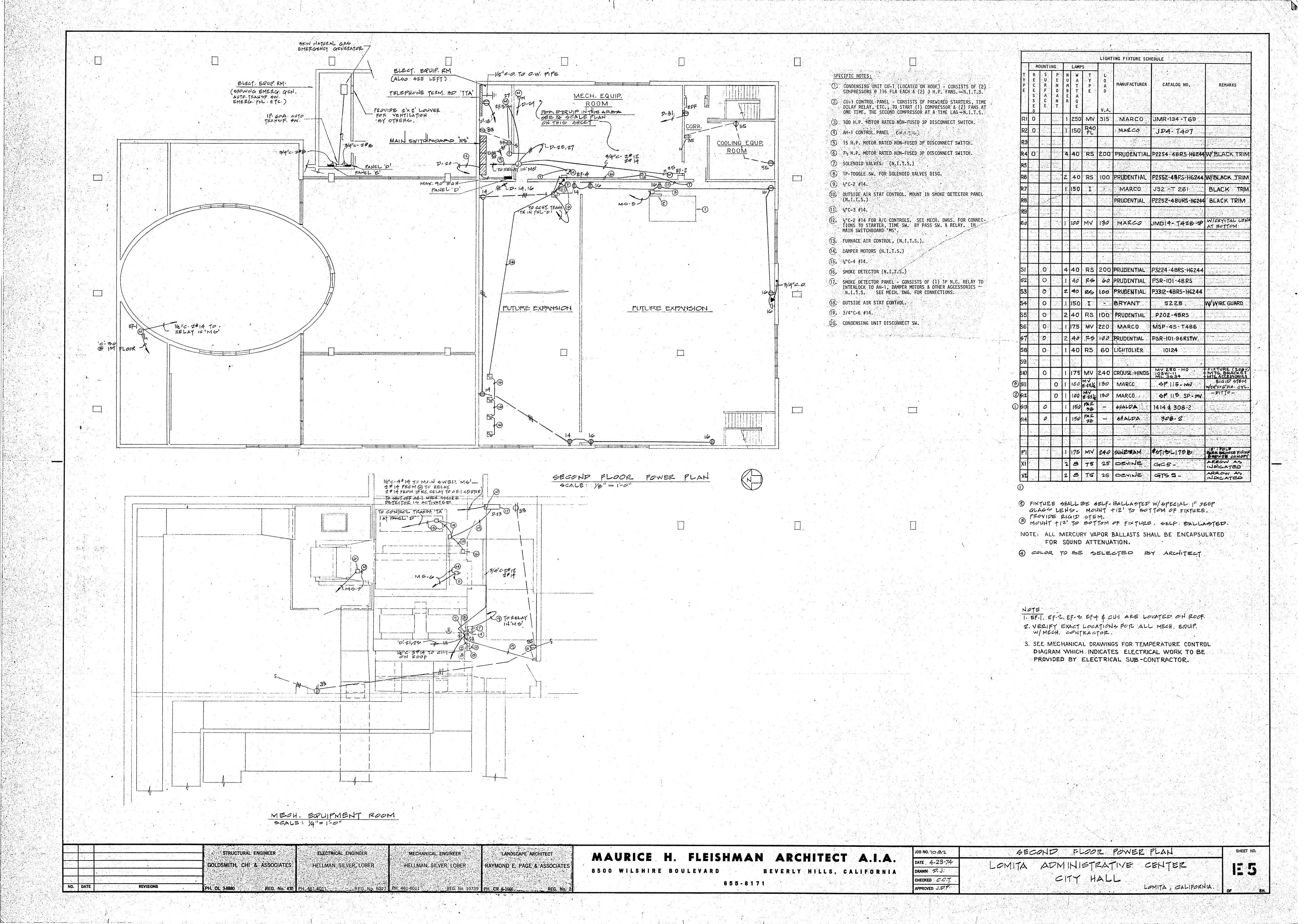
# **AS-BUILT RECORDS**

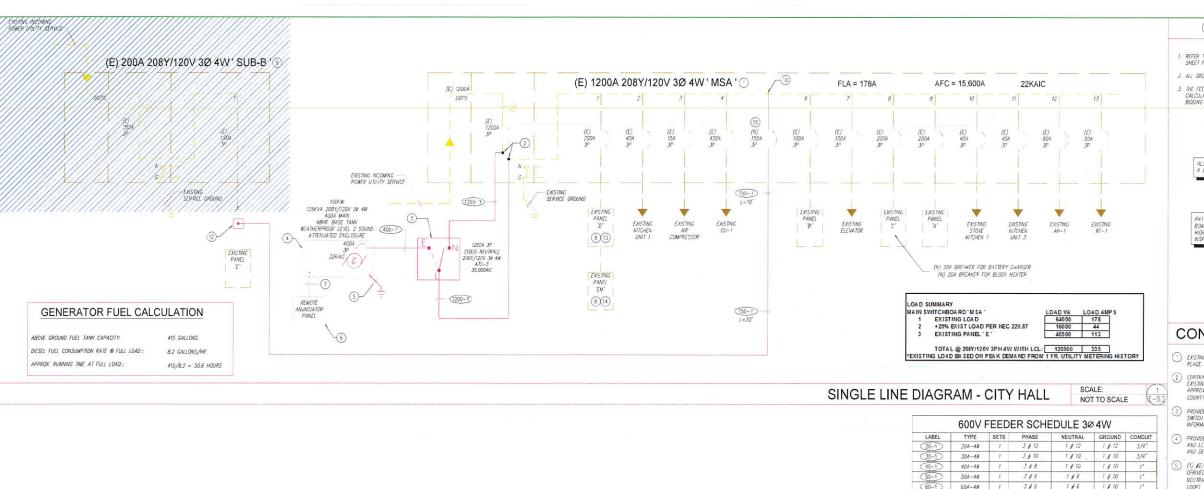












GENERATOR FUEL CALCULATION

ABOVE GROUND FUEL TANK CAPACITY:

25

DIESEL FUEL CONSUMPTION RATE @ FULL LOAD::

APPROX. RUNNING TIME AT FULL LOAD::

5.0 GALLONS/HR. 253/5.0 = 50.6 HOURS GENERAL NOTES

REFER TO 'CENERAL NOTES' ON ELECTRICAL LEGENDS AND NOTES
 SHEET FOR WRING METHODS, MATERIALS, AND REQUIREMENTS.

2. ALL GROUND CONNECTIONS SHALL BE CADWELD.

 THE FEEDER LENGTHS SHOWN ON THESE DRAWINGS ARE FOR CALCULATION ONLY AND ARE NOT VALID FOR CONSTRUCTION, BIDDING OR FOR SHORT CIRCUIT CALCULATIONS.

> ALL ELECTRICAL EQUIPMENT SHALL BE LISTED BY UL O A COUNTY APPROVED THIRD PARTY TESTING FACILITY.

ANY NEW CROUIT BREAKER INSTALLED IN THE PANEL BOARD / DISTRIBUTION BOARD SHALL MATCH THE ENSTAIN HOHEST AIC RATED CIRCUIT BREAKER WITHIN THAT BOARD INSPECTIOR TO VERIFY HIGHEST AIC RATING AT THE SITE.

CITY OF LOMITA 24300 NARBONNE AVENUE LOMITA, CA. 90717

REV DATE NAME
1 2013-12-11 P.C. CORR.

CONSTRUCTION NOTES

EXISTING ELECTRICAL SERVICE IS TO BE REUSED AND PROTECTED IN PLACE.

(2) CONTRACTOR IS 10 BUSS TAP NEW THANSER SWITCH FEEDERS TO EXISTING BUSS. CONTRACTOR IS TO PROVIDE CERTIFIED MANUFACTURER APPRICE UL LISTED BUSS KIT, OR BY A THEIR PARTY LOS ANGELES COUNTY CERTIFIED/RECOGNIZED TESTING AGENCY.

SWITCH, REFER. TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.

PROVIDE NEW 100KW (125 KVA) GENERATOR WITH 48HR BASE TANK
AND LEVEL 2 MEATHERPROOF ENQLOSUME REFER. TO SPECIFICATIONS
AND DETAILS FOR ADDITIONAL INFORMATION.

(1) 1/2/O C.U. BOND TO DRIVEN GROUND ROD FOR SEPARATELY DERIVED SERVICE PER NEC 250-52(A) AND 250-104(A), DO NOT BOND NEUTRAL AND GROUND TERMINALS INSIDE OF GENERATOR (NO GROUND LOOP)

(a) CONTRACTOR IS TO PROVIDE NEW GENERATOR ANNUNCIATOR PANEL.

PANEL IS TO BE INSTALLED AT LUMPECHET OPERATIONS ROOM ON ZNOLLOOK COORDINATE LOCAL LOCATION WITH OWNER PROPER TO 
INSTALLATION. PANEL TO BE KOHLER DECISION MAKER 550 SERIES.

7 PROVIDE CONTROL WIRES FROM GENERATOR TO ANNUNCIATOR PANEL. QUANTITY OF LOW VOLTAGE CONDUCTORS ARE TO BE PER MANUFACTURER REQUIREMENTS.

B) CONTRACTOR IS TO PROVIDE NEW CIRCUIT BREAKERS IN EXISTING PANEL. NEW CIRCUIT BREAKER TYPE AND AIC RATING TO MATCH EXISTING.

EXSTING ELECTRICAL SEPUCE TO BE REMOVED. CONTRACTOR IS TO COGROBIAN IT REMOVAL AND DISCONNECTION OF SERVICE WITH UTLIFF COMPANY FRIGHT TO STAFT OF WORK, CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION EFFORTS REQUIRED WITH UTILITY COMPANY.

(1) ALTERNATE (SEE \$ 15) — CONTRACTOR IS TO BUSS TAP EXISTING MAIN SMITCHEAR MITH UL APPROVED BUSS MIT, CONTRACTOR IS TO FEED MEW EXTERNALLY MOUNTED CROWN BREAKER ADMISSION TO SMITCHEAR AND WITHIN 10" OF TAP, CONTRACTOR ALSO HAS OPTION TO INSTALL CIRCUIT BREAKER IN DISBN SECTION OF SMITCHGEAR.

ALTERNATE (SEE + 15) — CONTRACTOR IS TO AROUND NEW WALL
MOUNTED 150A/JE CARGAT BROATER ALABAM 1 ENCLOSURE.
CONTRACTOR IS TO MOUNT ADJACENT TO EXISTING SHIFTCHEAR.

12) PROVIDE 8"x8"x4" NEMA 1 SPLICE BOX TO INTERCEPT EXISTING FEEDERS. EXTEND AND RECONNECT EXISTING FEEDERS TO NEW FEEDER.

(13) PROVIDE (2) 20A/IP CIRCUIT BREAKERS IN EXISTING PANEL TYPE AND AIC RATING TO MATCH EXISTING ALL CONDUCTORS SHALL BE FID PER SITE PLAN.

(14) PROVIDE (1) 20A/1º CIRCUIT BREAKER IN EXISTING PANEL TYPE AND AIC RATING TO MATCH EXISTING. ALL CONDUCTORS SHALL BE \$10 PER SITE PLAN.

(15) PROVIDE NEW 150A/3F CIRCUIT BREAKER IN EXISTING DISTRIBUTION BOARD. IF CIRCUIT BREAKER CANNOT BE PROVIDED, REFER TO CONSTRUCTION NOTES \$10 AND \$11, THIS SHEET, AS AN ALTERNATE.

NOILAL NOILA NASER AL

INERATOR INSTA

9

DIAGRAM - CITY HALL

SINGLE LINE

DESIGN WEST E MECHANICAL - ELECTRICAL

E-0.2

FEEDER SCHEDULES

70A-4H

80A-4W

150A-4W

175A-4W

200A-4W

225A-4W

300A-4W

5004-4W

600A-4W 2

700A-4W 2

TYPE SETS

20A-3W

(40-B) 40A-3W

50-B 50A-3W

(60-B) 60A-3W

90A-3W

100A-3W

125A-3W

150A-3W 1 175A-3W 1 200A-3W 1

30A-3W

(250-Y) 250A-4W 1

90A-4W 1

1 # 4

1 # 4

3 # 2/0

3 # 3/0

3 # 4/0

3 # 4/0

600V FEEDER SCHEDULE 1Ø3W

2 # 12

2 # 10

2 # 8

2 # 6

2 # 6

2 # 1

2 # 1

400-E) 4004-3W 1 2 \$ 600 KGM 1 \$ 600 KGM 1 \$ 2 3-1/2"

NOTE:
ALL CONDUCTOR SIZES ARE BASED ON THE THIN COPPER CONDUCTOR UNIESS OTHERWISE NOTED THE AMPACITY OF CONDUCTORS SHALL BE BASED ON THE TRANSALS NOT TO EXCEED 60°C FOR CONDUCTOR SIZE \$14 THROUGH \$1 AND OR 75°C FOR CONDUCTOR SIZE OVER \$1 AND AS PER NEC 110.14(c)

3 # 250 KOM 1 # 250 KOM

800A-4W 2 3 f 600 KCM 1 f 600 KCM 1 f 1/0 4\* 1000A-4W 3 3 f 500 KCM 1 f 500 KCM 1 f 2/0 4\*

3 # 350 KCM 1 # 350 KCM 1 # 1/0

3 # 500 KCM 1 # 500 KCM 1 # 1/0 4"

1 # 8

1 # 2 1 # 8 1-1/4

1 # 2/0 1 # 6 2"

1 # 4/0 | 1 # 4 | 2-1/2

1 # 3/0 1 # 2 2-1/2° 1 # 4/0 1 # 2 3°

1 # 12 | 1 # 12 | 3/4"

1 # 10 1 # 10 3/4"

1 # 8 1-1/2

1 # 6 1-1/2\*

1 # 10 1 # 10

1 # 6 1 # 10

1/2

1#1

1 # 3/0 | 1 # 6

3 # 250 KCM 1 # 250 KCM 1 # 4 2-1/2"

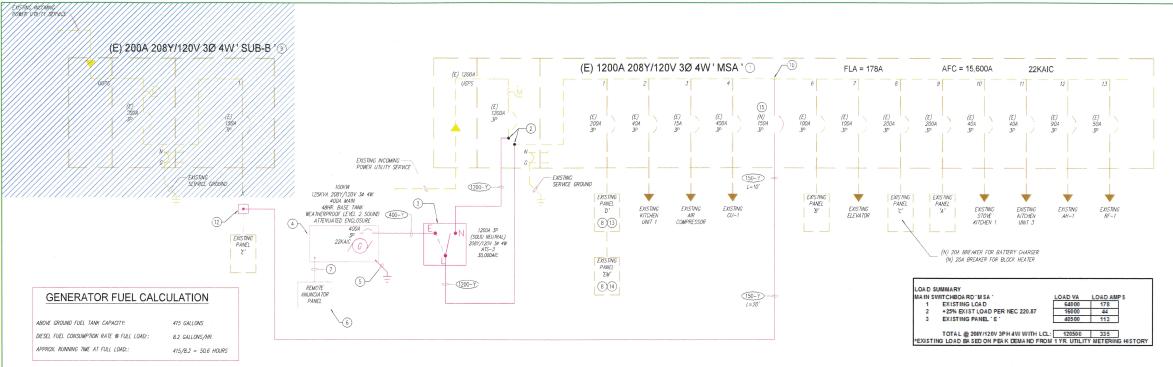
3 # 350 KCM 1 # 350 KCM 1 # 4 3" 3 # 500 KCM 1 # 500 KCM 1 # 2 4"

1 # 8 1-1/4

1 # 6 1-1/2

SCALE: NOT TO SCALE

17.



GENERATOR FUEL CALCULATION

5.0 GALLONS/HR.

253/5.0 = 50.6 HOURS

ABOVE GROUND FUEL TANK CAPACITY:

APPROX. RUNNING TIME AT FULL LOAD::

DIESEL FUEL CONSUMPTION RATE @ FULL LOAD::

SINGLE LINE DIAGRAM - CITY HALL

NOT TO SCALE

600V FEEDER SCHEDULE 3Ø 4W								
LABEL	TYPE	SETS	PHASE	NEUTRAL	GROUND	CONDUIT		
(20-Y)	20A-4W	1	3 # 12	1 # 12	1 # 12	3/4"		
(30-Y)	30A-4W	1	3 ∦ 10	1 # 10	. 1 # 10	3/4"		
(40-Y)	40A-4W	1	3#8	1 # 10	. 1 # 10	1" .		
(50-Y)	50A-4W	1	3 # 6	1 # 6	1 # 10	1"		
(60-Y)	60A-4W	1	3 # 6	1 # 6	1 # 10	1"		
70-Y	70A-4W	1	3 # 4	1 # 4	1 # 8	1"		
80-Y	80A-4W	1	3 ∦ 4	1 # 4	1 # 8	1-1/4"		
90-Y	90A-4W	1	3#2	1 # 2	1 # 8	1-1/4"		
(100-Y)	100A-4W	1	3 # 1	1 # 1	1 # 8	1-1/2"		
(125-Y)	125A-4W	1	3 # 1	1 # 1	1 # 6	1-1/2"		
(150-Y)	150A-4W	1	3 # 1/0	1 # 1/0	1 # 6	1-1/2*		
(175-Y)	175A-4W	1	3 # 2/0	1 # 2/0	1 # 6	2"		
(200-Y)	200A-4W	1	3 # 3/0	1 # 3/0	1 # 6	2"		
(225-Y)	225A-4W	1	3 # 4/0	1 # 4/0	1 # 4	2-1/2"		
(250-Y)	250A-4W	1	3 # 250 KCM	1 # 250 KCM	1 # 4	2-1/2"		
(300-Y)	300A-4W	1	3 # 350 KCM	1 # 350 KCM	1 # 4	3"		
350-Y	350A-4W	1	3 # 500 KCM	1 # 500 KCM	1 # 2	4"		
400-Y	400A-4W	2	3 # 3/0	1 # 3/0	1 # 2	2-1/2"		
(450-Y)	450A-4W	2	3 # 4/0	1 # 4/0	1 # 2	3"		
(500-Y)	500A-4W	2	3 ∦ 250 KCM	1 # 250 KCM	1 # 2	3"		
600-Y	600A-4W	2	3 # 350 KCM	1 # 350 KCM	1 # 1/0	4"		
(700-Y)	700A-4W	2	3 # 500 KCM	1 # 500 KCM	1 # 1/0	4"		
(800-Y)	800A-4W	2	3 # 600 KCM	1 # 600 KCM	1 # 1/0	4"		
1000-Y	1000A-4W	3	3 # 500 KCM	1 # 500 KCM	1 # 2/0	4"		
(1200-Y)	1200A-4W	2	3 # 350 MCM	1 # 350 MCM	1 # 3/0	4"		

NOTE:

AND CONDUCTOR SIZES ARE BASED ON TYPE THHN COPPER CONDUCTOR UNLESS OTHERMISE NOTED. THE
AMPACITY OF CONDUCTORS SHALL BE BASED ON THE TERMINALS NOT TO EXCEED 40°C FOR CONDUCTOR
SIZE 414 THROUGH \$1 AWG OR 75°C FOR CONDUCTOR SIZE OVER \$1 AWG AS PER NEC 110.14(C).

600V FEEDER SCHEDULE 1Ø3W									
LABEL	TYPE	SETS	PHASE	NEUTRAL	GROUND	CONDUI			
20-B	20A-3W	1	2 # 12	1 # 12	1 # 12	3/4"			
30-B	30A-3W	1	2 # 10	1 # 10	1 # 10	3/4"			
40-B	40A-3W	1	2 # 8	1 # 10	1 # 10	1"			
(50-B)	50A - 3W	1	2 # 6	1 # 6	1 # 10	1"			
60-B	60A-3W	1	2 # 6	1 # 6	1 # 10	1"			
70-B	70A-3W	1	2 ∦ 4	1 # 4	1 # 8	1-1/4"			
80-B	80A-3W	1	2 # 4	1 # 4	1#8	1-1/4"			
90-B	90A-3W	1	2 # 2	1 # 2	1 # 8	1-1/4"			
(100-B)	100A-3W	1	2 # 1	1 # 1	1 # 8	1-1/2"			
(125-B)	125A-3W	1	2 # 1	1 # 1	1 # 6	1-1/2°			
(150-B)	150A-3W	1	2 # 1/0	1 # 1/0	1 # 6	1-1/2"			
(175-B)	175A-3W	1	2 # 2/0	1 # 2/0	1 # 6	2"			
200-B	200A-3W	1	2 # 3/0	1 # 3/0	1#6	2"			
(400-B)	400A-3W	f	2 # 600 KCM	1 # 600 KCM	1#2	3-1/2"			

NOZE:
ALL COMPUTER SIZES ARE BASED ON TIPE THIN COPPER CONDUCTOR UNLESS OTHERWISE NOTED THE
AMPACITY OF CONDUCTORS SHALL BE BASED ON THE TERMINALS NOT TO EXCEED 60°C FOR CONDUCTOR
SIZE \$14 THROUGH \$1 AND OR TSC FOR CONDUCTOR SIZE OVER \$1 AND AS PER NEC 110.14(C).

FEEDER SCHEDULES

#### GENERAL NOTES

- REFER TO 'CENERAL NOTES' ON ELECTRICAL LEGENDS AND NOTES SHEET FOR WIRING METHODS, MATERIALS, AND REQUIREMENTS.
- 2. ALL GROUND CONNECTIONS SHALL BE CADWELD.
- 3. THE FEEDER LENGTHS SHOWN ON THESE DRAWINGS ARE FOR CALCULATION ONLY AND ARE NOT VALID FOR CONSTRUCTION, BIDDING OR FOR SHORT CIRCUIT CALCULATIONS.

ALL ELECTRICAL EQUIPMENT SHALL BE LISTED BY UL OF A COUNTY APPROVED THIRD PARTY TESTING FACILITY.

ANY NEW CIRCUIT BREAKER INSTALLED IN THE PANEL ANT NEW CIRCUIT BREAKER WISTALLED IN THE FAIRL BOARD / DISTRIBUTION BOARD SHALL MATCH THE EXIST HIGHEST AIC RATED CIRCUIT BREAKER WITHIN THAT BOA INSPECTOR TO VERIFY HIGHEST AIC RATING AT THE SITE

24300 NARBONNE AVENUE LOMITA, CA. 90717 OF LOMITA CITY

INSTALLATION

GENERATOR

REV DATE NAME 1 2013-12-11 P.C. CORR.

#### **CONSTRUCTION NOTES**

- EXISTING ELECTRICAL SERVICE IS TO BE REUSED AND PROTECTED IN PLACE.
- (2) CONTRACTOR IS TO BUSS TAP NEW TRANSFER SWITCH FEEDERS TO EXISTING BUSS. CONTRACTOR IS TO PROVIDE CERTIFIED MANUFACTURER APPROVED IL USTED BUSS MIT, OB BY A HIRD PARTY LOS ANGELES COUNTY CERTIFIED/RECOGNIZED TESTING AGENCY.

- (5) (1) JZ/O C.U. BOND TO DRIVEN GROUND ROD FOR SEPARATELY DERIVED SERVICE PER NEC 250-52(A) AND 250-104(A). DO NOT BOND NEUTRAL AND GROUND TERMINALS INSIDE OF GENERATOR (NO GROUND LOOP).
- (6) CONTRACTOR IS TO PROVIDE NEW GENERATOR ANNUNCIATOR PANEL.
  PANEL IS TO BE INSTALLED AT EMPREYARY OPERATIONS ROOM ON ZNO,
  FLOOR, COORDINATE EXACT LOCATION WITH OWNER PRIOR.
  MISTALLATION. PANEL TO BE KOHLER DECISION MAKER 550 SERIES.
- 7) PROVIDE CONTROL WIRES FROM GENERATOR TO ANNUNCIATOR PANEL OUAWITTY OF LOW VOLTAGE CONDUCTORS ARE TO BE PER MANUFACTURER REQUIREMENTS.
- CONTRACTOR IS TO PROVIDE NEW CIRCUIT BREAKERS IN EXISTING
  PANEL NEW CIRCUIT BREAKER TYPE AND AIC RATING TO MATCH
  EXISTING.
- (9) EXISTING ELECTRICAL SERVICE TO BE REMOVED. CONTRACTOR IS TO COOKDINATE REMOVAL AND DISCONMECTION OF SERVICE WITH UTILITY COMPANY. PRIOR TO STATE OF WORK. CONTRACTOR IS RESENDISHEE FOR ALL COORDINATION EFFORTS REQUIRED WITH UTILITY COMPANY.
- (1) ALTERNATE (SEE \$ 15) CONTRACTOR IS TO BUSS TAP EXISTING MAIN SWITCHGEAR WITH UL. APPROVED BUSS KIT, CONTRACTOR IS TO FEED NEW EXTERNALLY MOUNTED GREAT REPARENT ADMINISTRATION OF SWITCHGEAR AND WITHIN TO OF TAP CONTRACTOR ALSO HAS OPTION TO INSTALL CIRCUIT BREAKER IN DISBN SECTION OF SWITCHGEAR.

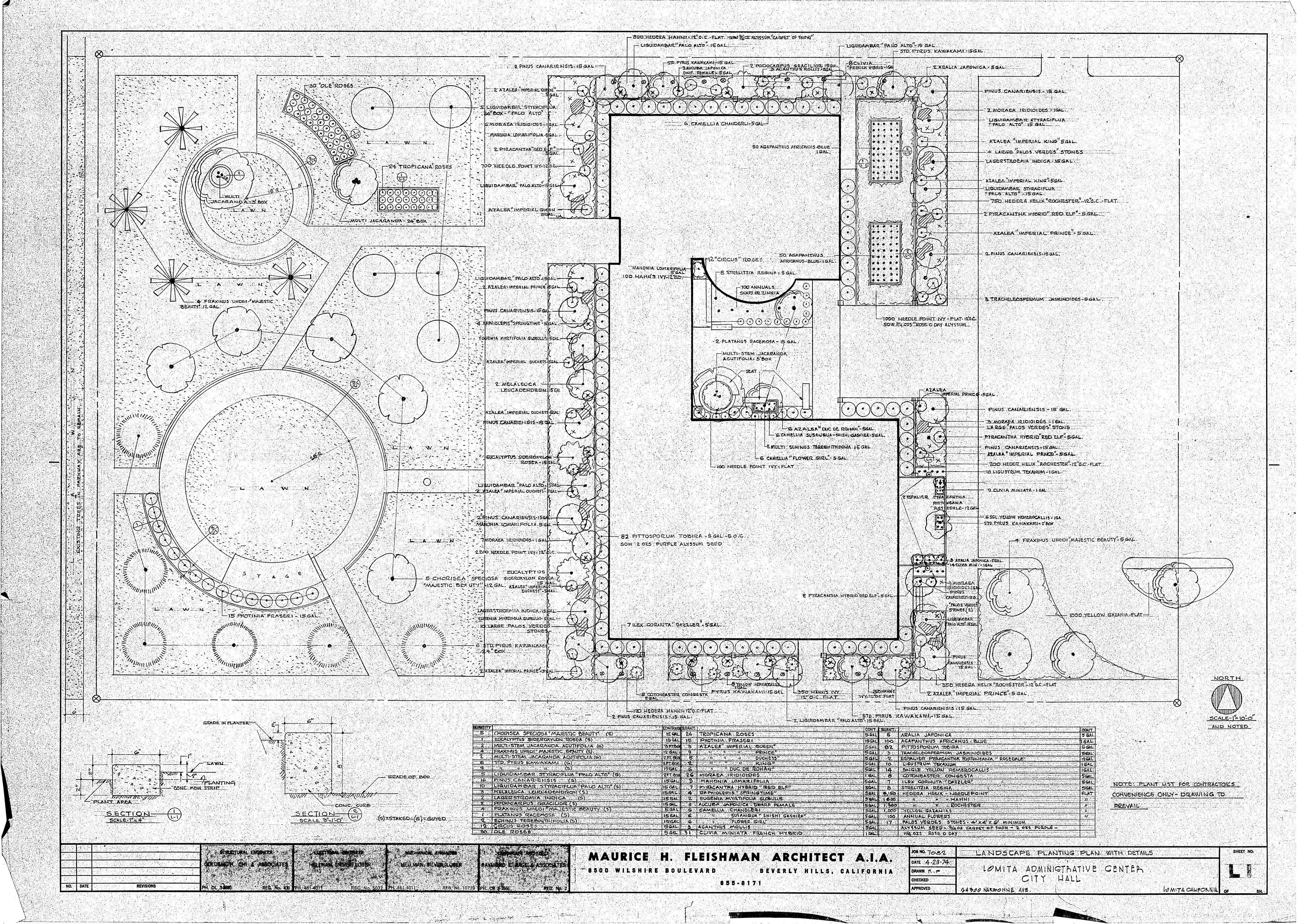
- (13) PROVIDE (2) 20A/IP CIRCUIT BREAKERS IN EXISTING PANEL. TYPE AND AIC RATING TO MATCH EXISTING. ALL CONDUCTORS SHALL BE \$10 PER SITE PLAN.
- (14) PROVIDE (1) 204/1P CIRCUIT BREAKER IN EXISTING PANEL. TYPE AND AIC RATING TO MATCH EXISTING. ALL CONDUCTORS SHALL BE \$10 PER SITE PLAN.
- (15) PROVIDE NEW 150A/3P CIRCUIT BREAKER IN EXISTING DISTRIBUTION BOARD. IF CIRCUIT BREAKER CANNOT BE PROVIDED, REFER TO CONSTRUCTION NOTES #10 AND #11, THIS SHEET, AS AN ALTERNATE.

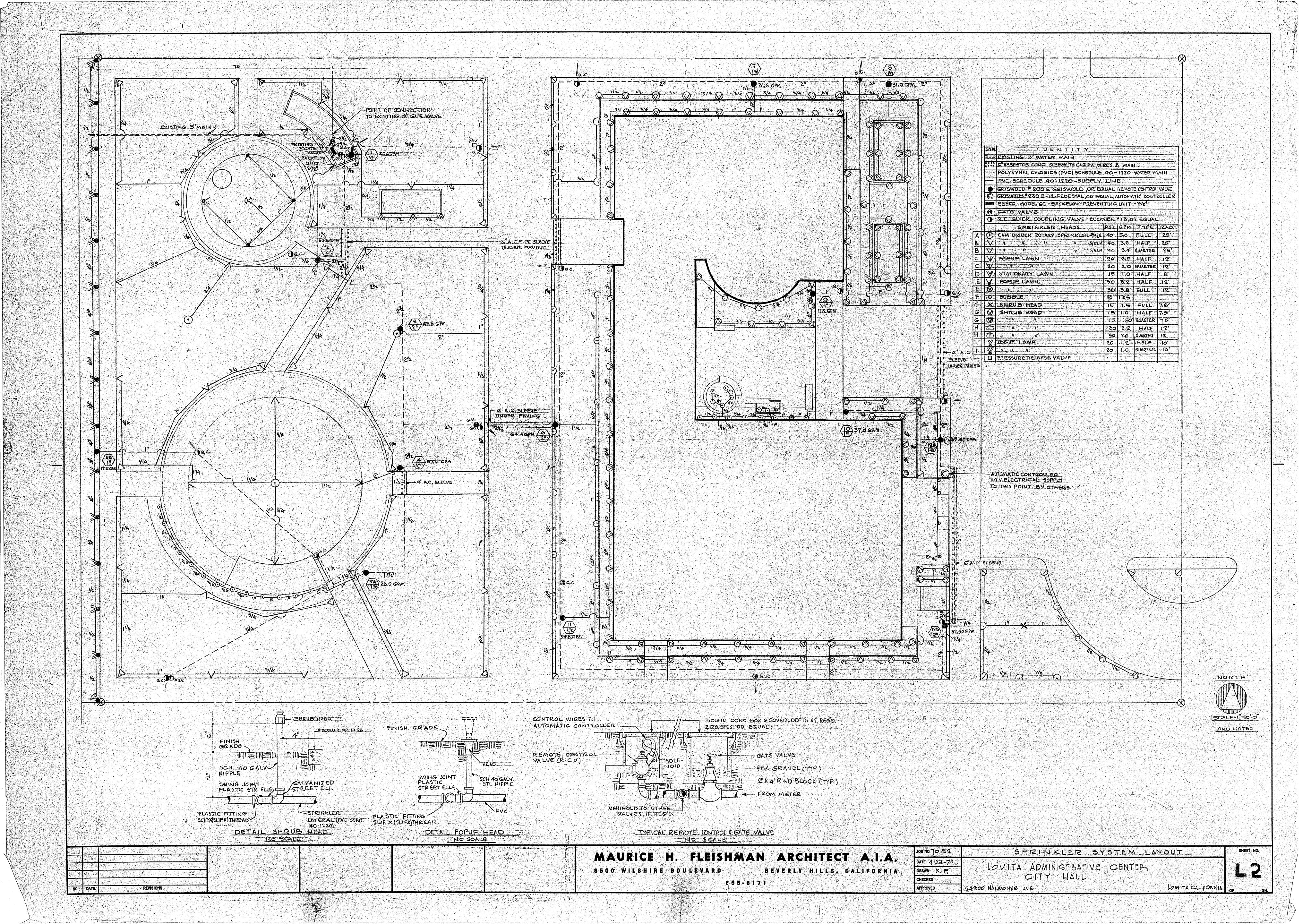
CITY DIAGRAM SINGLE LINE

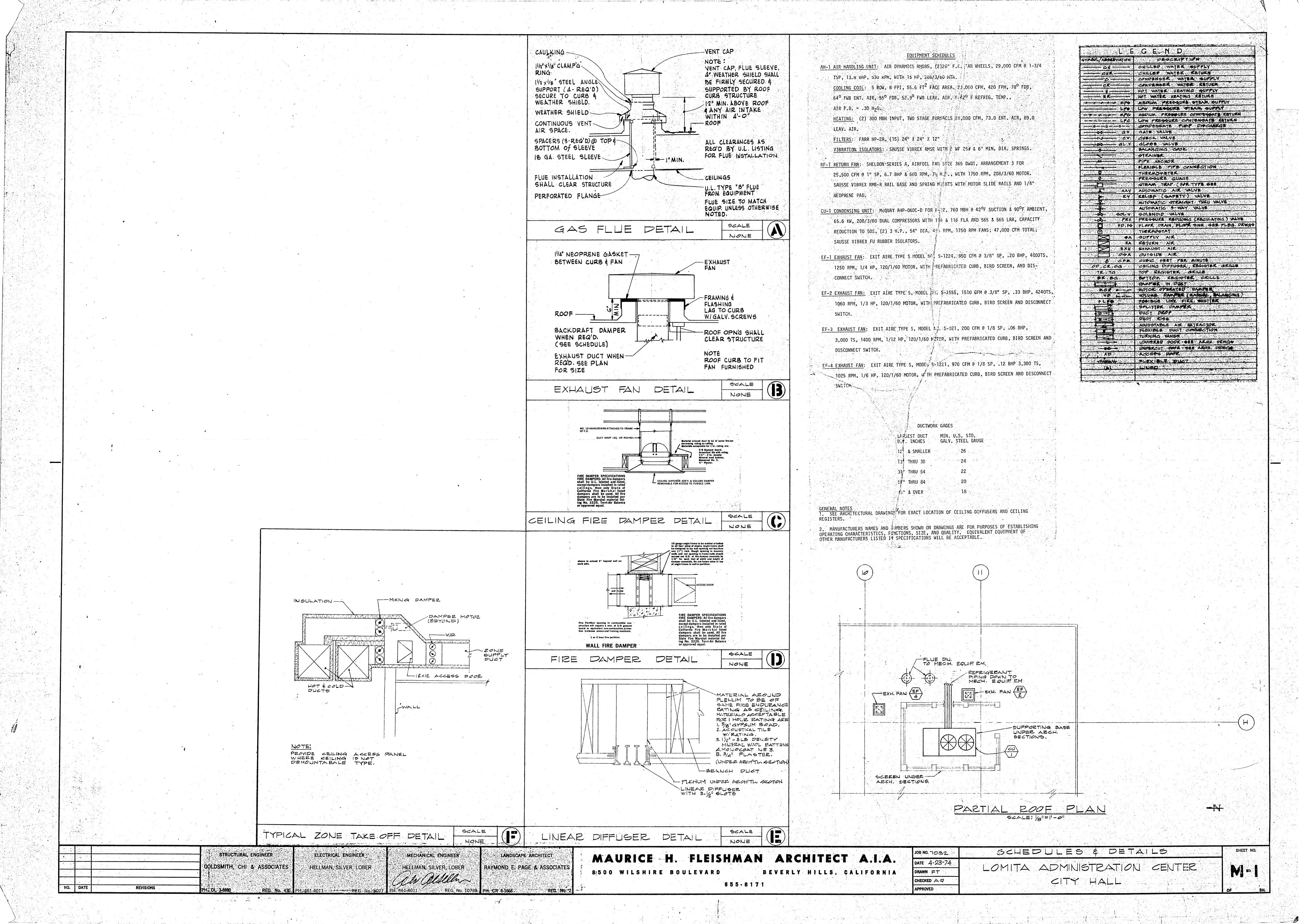
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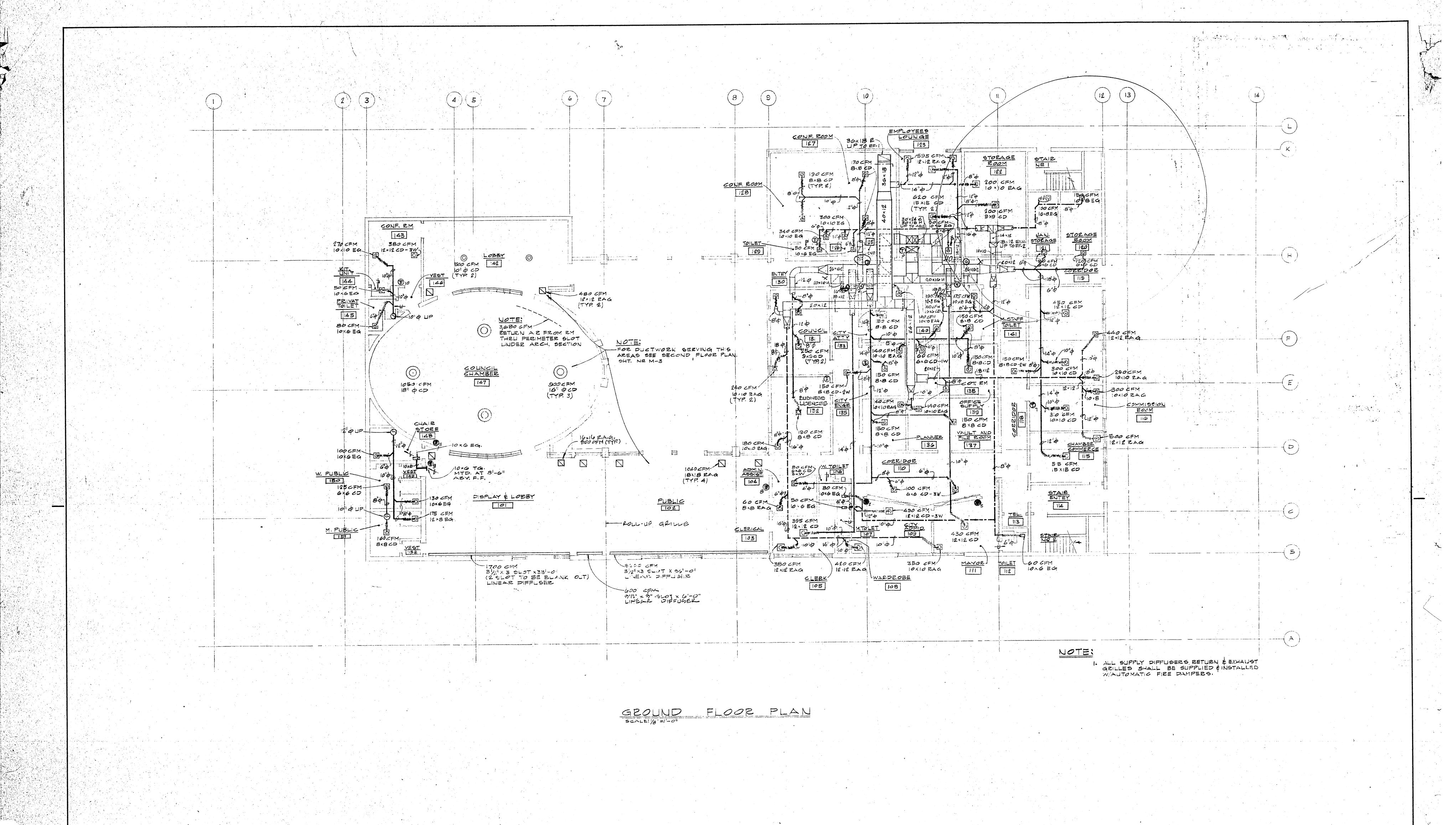
DESIGN WEST ENGINEERING MECHANICAL - ELECTRICAL - ENERGY CONSULTANTS San E San E Phon Fax:

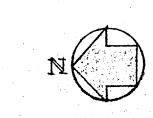
E-0.2



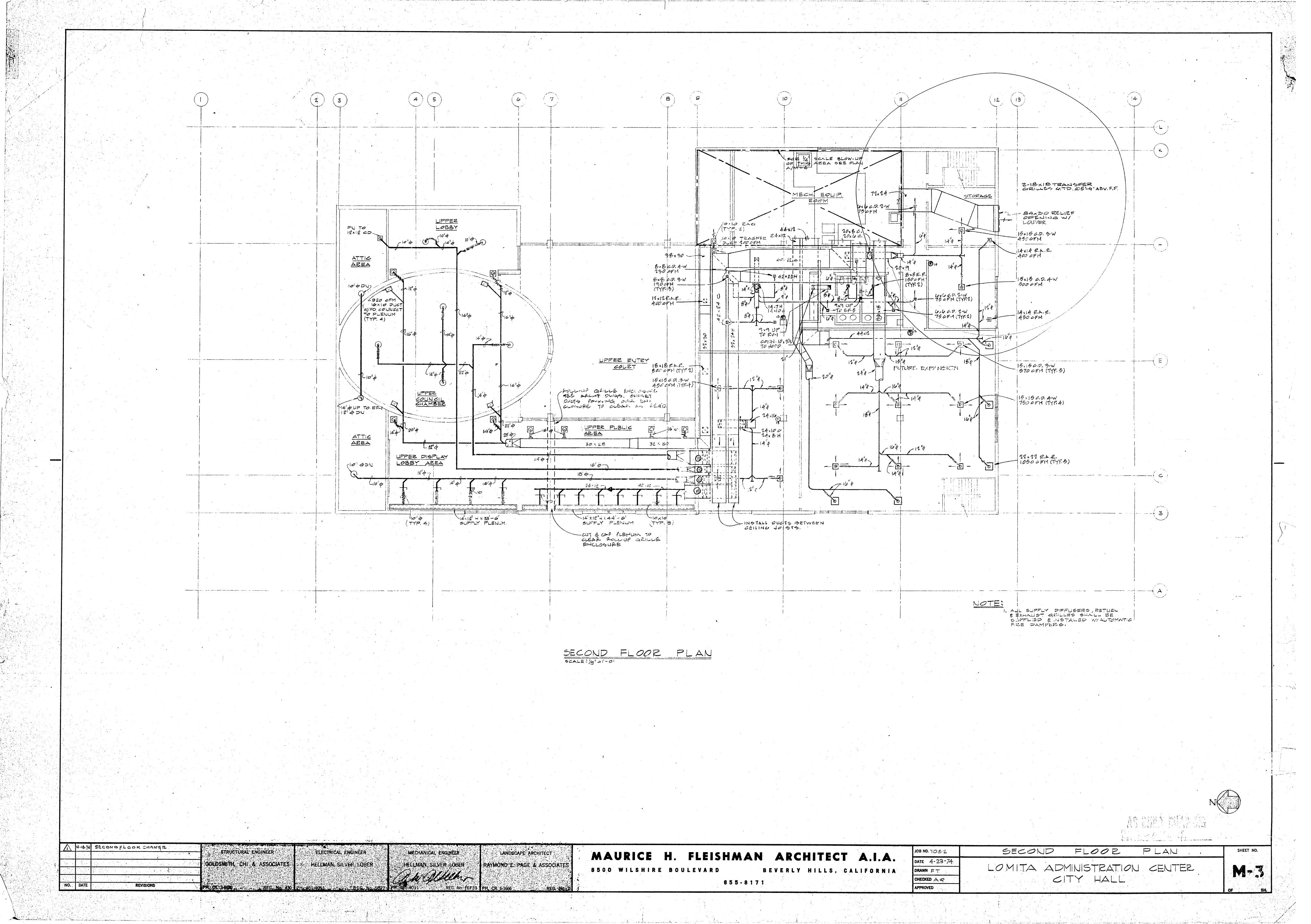


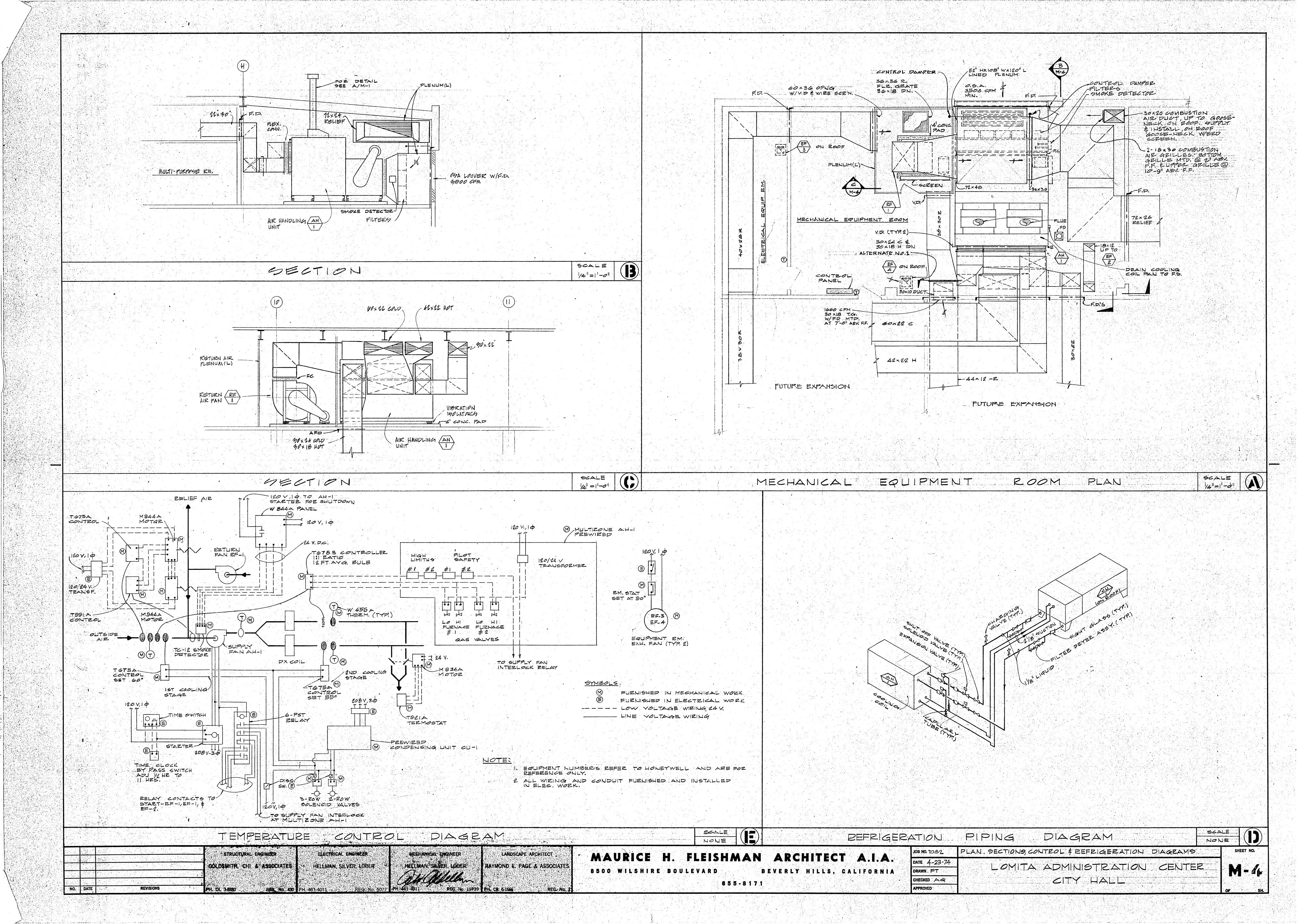


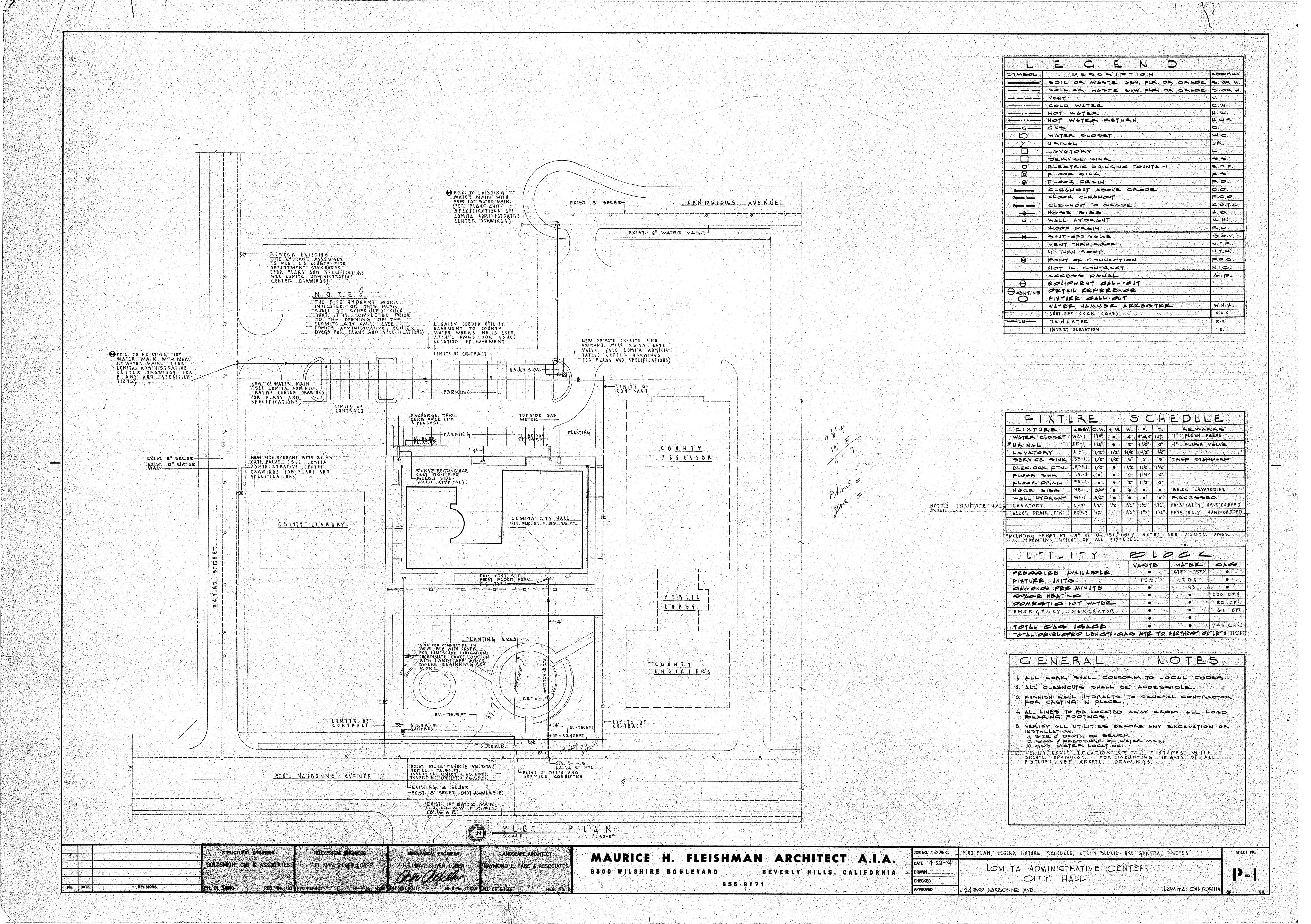


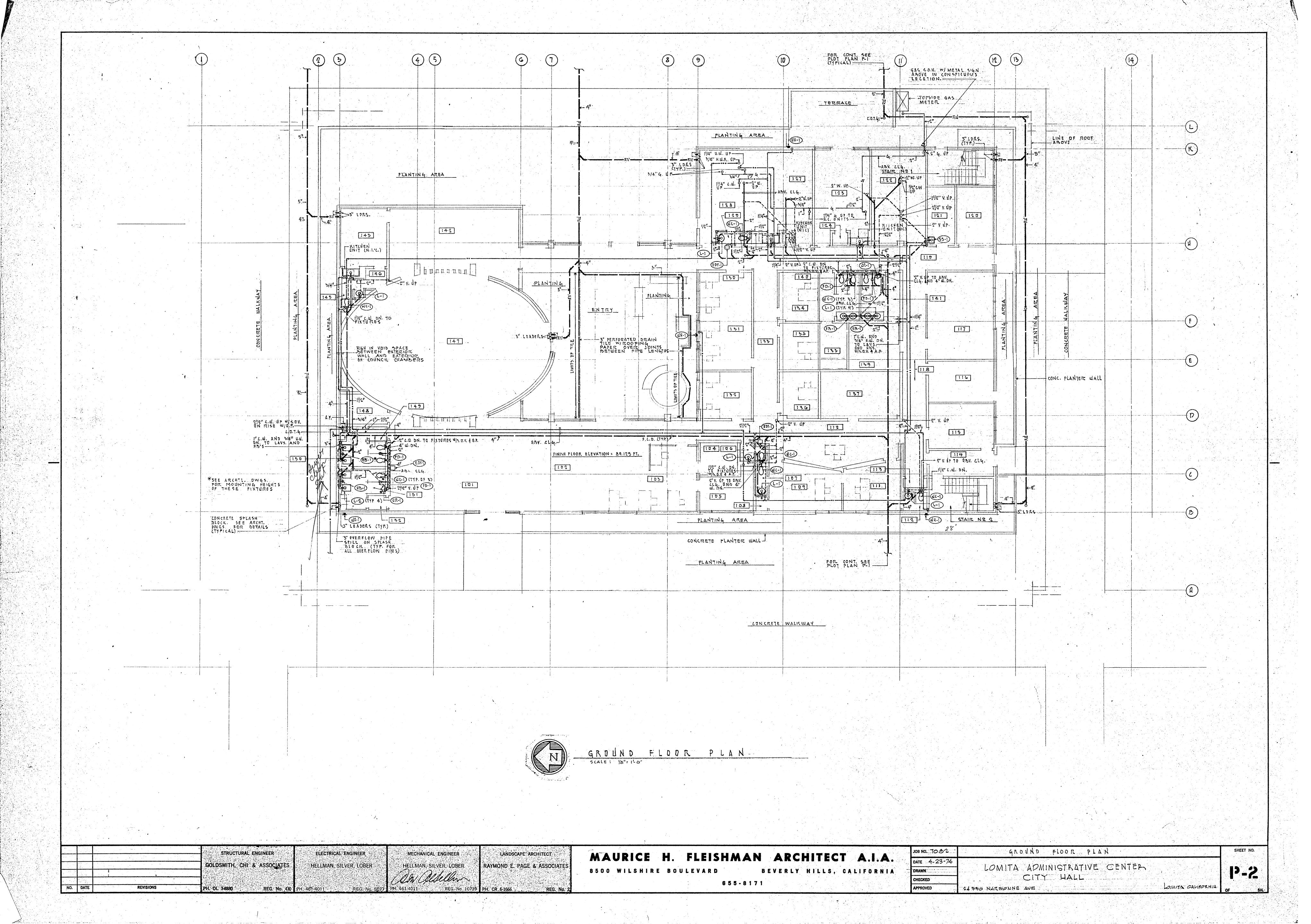


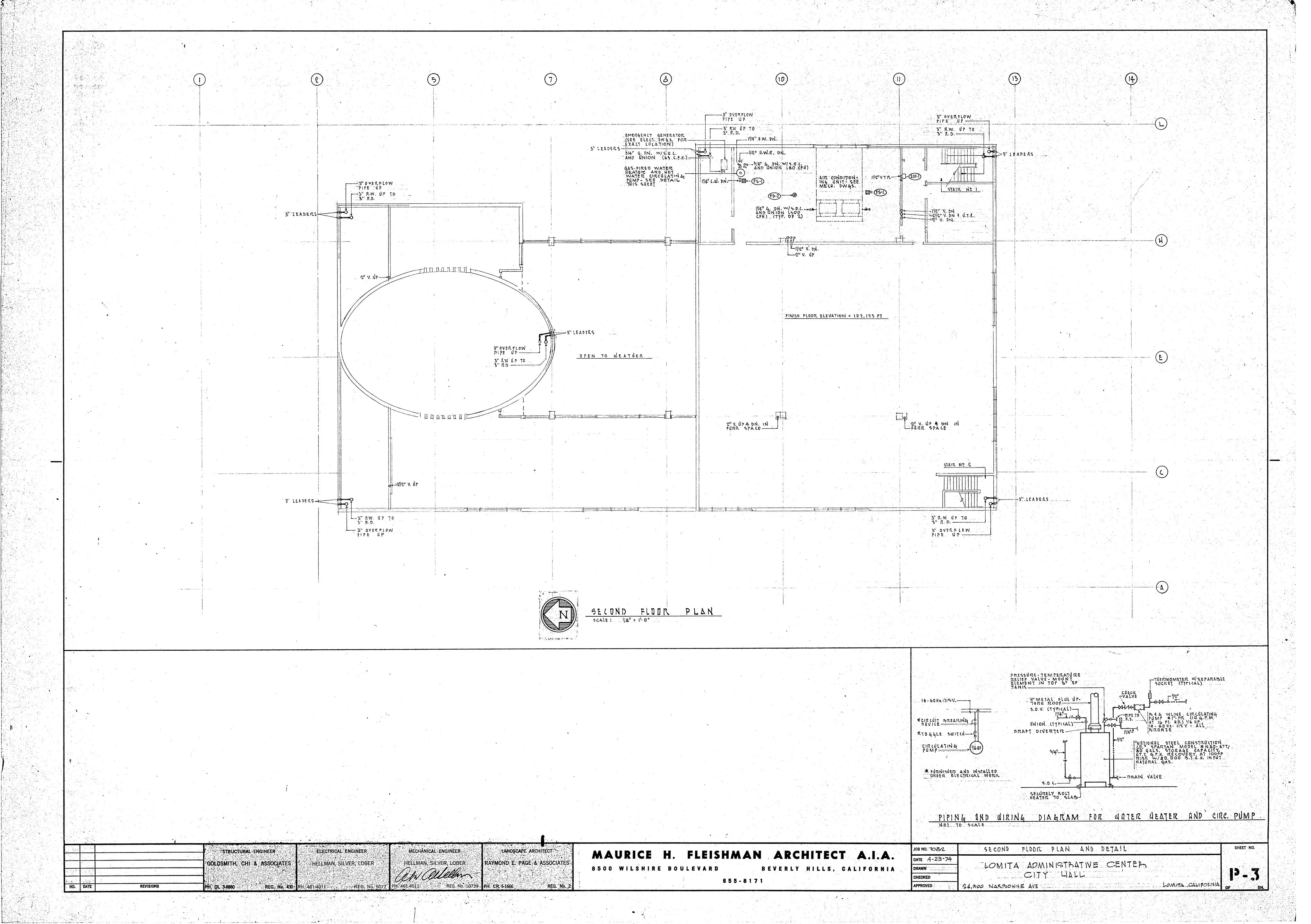
	JOB NO	0.7082	GROUND FLOOR PLAN	SHEET NO.	
	MAURICE H. FLEISHMAN ARCHITECT A.I.A.	4-23-74-		M-2	
GOLDSMITH, CHI & ASSOCIATES HELEMAN, SILVER, LOBER RAYMOND E. PAGE & ASSOCIATES!	8500 WILSHIRE BOULEVARD BEVERLY HILLS, CALIFORNIA DRAW	NFT	randa a sana		er er
NO. DATE REVISIONS COUNTY OF C NO 430 PH 461 4011 - REG. No. 10739 PH. CR 5-1666 REG. No. 2	6 5 5 - 8 1 7 1	OVED .	CITY HALL	OF SH.	

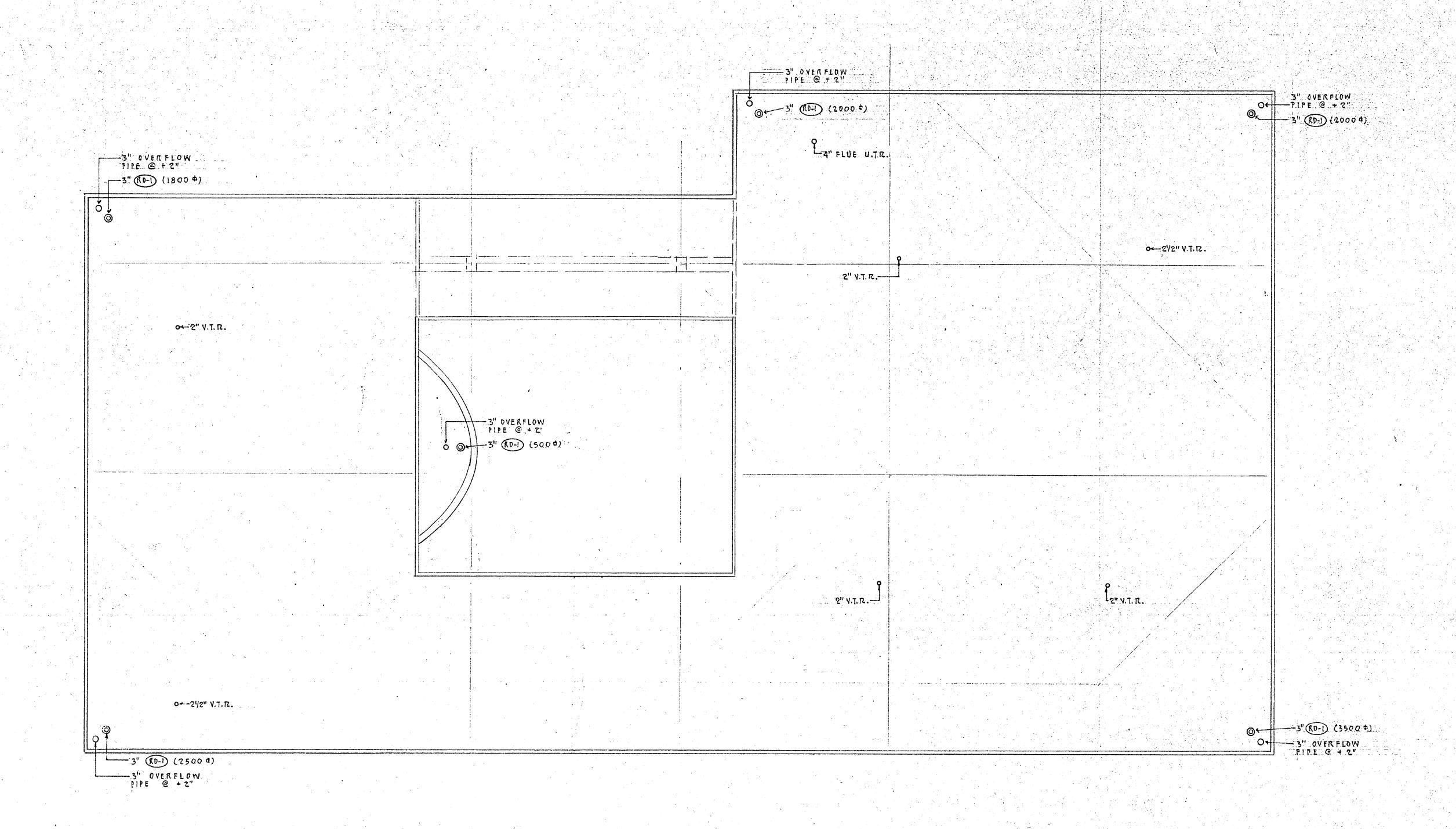








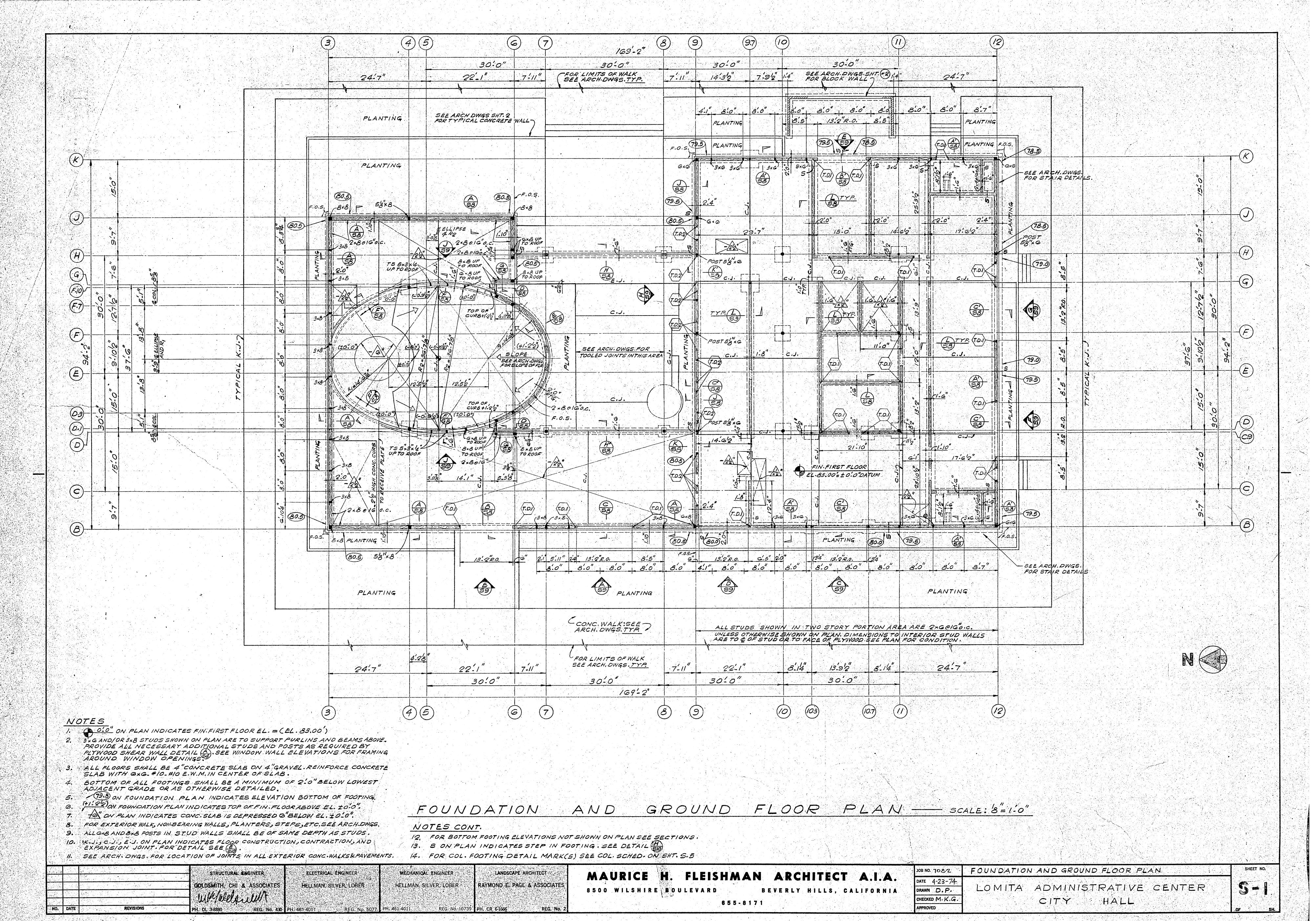


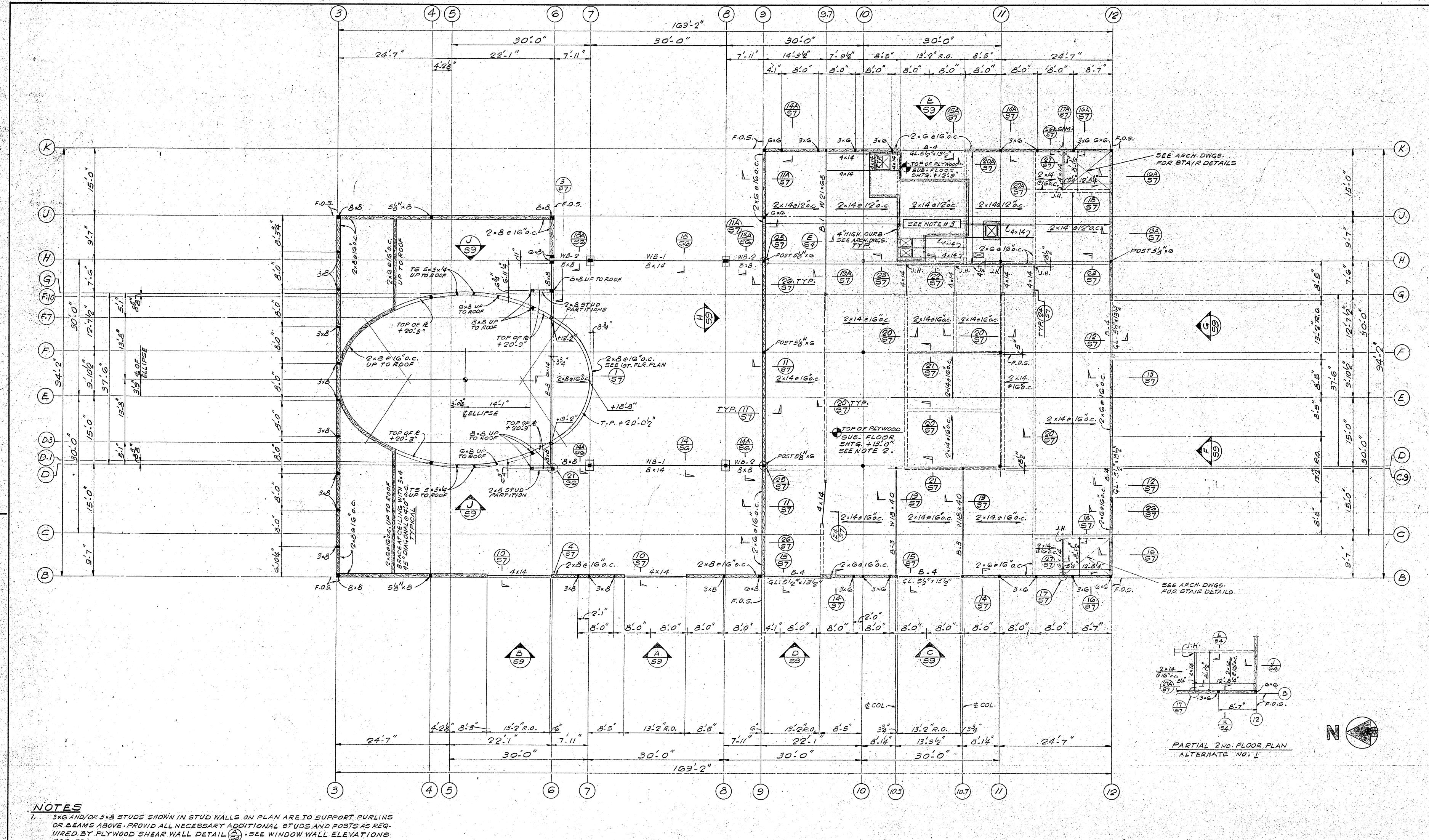




R 0 0 F P L A N

			STRUCTURAL ENGINEER ELECTRICAL ENGINEER	MECHANICAL ENGINEER LANDSCAPE ARCHITECT	MAURICE H. FLEISHMAN ARCHITECT A.I.A.	JOB NO. 7082	ROOF PLAN
			GOLDSMITH, CHI & ASSOCIATES HELLMAN, SILVER, LOBER	HELLMAN, SILVER, LUBER 1 1 RAYMOND E. PAGE & ASSOCIATES	8500 WILSHIRE BOULEVARD BEVERLY HILLS, CALIFORNIA	DATE 4-23-74	LOMITA ADMINISTRATIVE CENTER
				and all and a second		CHECKED	CITY HAU
NO.	DATE	REVISIONS	PH. OL 3-8890 REG. No. 430 PH. 461-4011 REG. No. 50	77 PH 461 4011 REG. No. 10739 PH. CR 6-1666 REG. No. 2		APPROVED	24300 NARBONNE AVE LOMITA CALIFORNIA





UIRED BY PLYWOOD SHEAR WALL DETAIL A . SEE WINDOW WALL ELEVATIONS FOR FRAMING AROUND WINDOW OPENING.

2. 2ND FLOOR SHEATHING SHALL CONSIST OF 2 LAYERS OF PLYWOOD TOP OF 12"THICK LOWER LAYER PLYWOOD SHALL BE +13:0" OR 12:9" ABOVE FIN. IST. FLOOR EL.O'O" SEE PLAN FOR LOCATION. LOWER LAYER SHALL BE NAILED WITH 8d@G"C.C.B.N. AND 8d@ 12"C.C. I.N. SEE DETAIL D. OVER LOWER PLYWOOD LAYER PLACE A LAYER OF O.OI INCH ROSIN SIZED BUILDING PAPER AND ON TOP, ONE LAYER OF 58" INTERIOR TYPE TONGUE AND GROVE PLYWOOD FINISH FLOORING. TOP LAYER SHALL BE NAILED WITH 6d RING SHANK OR SPIRAL GROOVE NAILS & G"C.C. AT ALL EDGES OF PANELS AND @ 8"C.C. EA.WAY AT INTERIOR OF PANELS. STAGGER JOINTS OF BOTH LAYERS BOTH WAYS LOWER LAYER PLYD PLACE-MENT & NAILINGSHALL BE INSPECTED & APPROVED PRIOR TO COVERING.

COVER AREA INDICATED ON PLAN WITH 3"CONCRETE POURED OVER 2 LAYERS OF PLY'D & REINFORCE WITH G.G. #10-#10 E.W.M.IN CENTER, LOWER LAYER PLY'D SHALL BE 'Q" & UPPER LAYER 58" THICK. NAILED AS PER NOTE 2 ABOVE.

4. SEE SHT. 5-3 FOR ADDITIONAL NOTES.

FOR COL. CONNECTION DETAIL MARK(S) SEE COL. SCHED. ON SHT. S. 5.

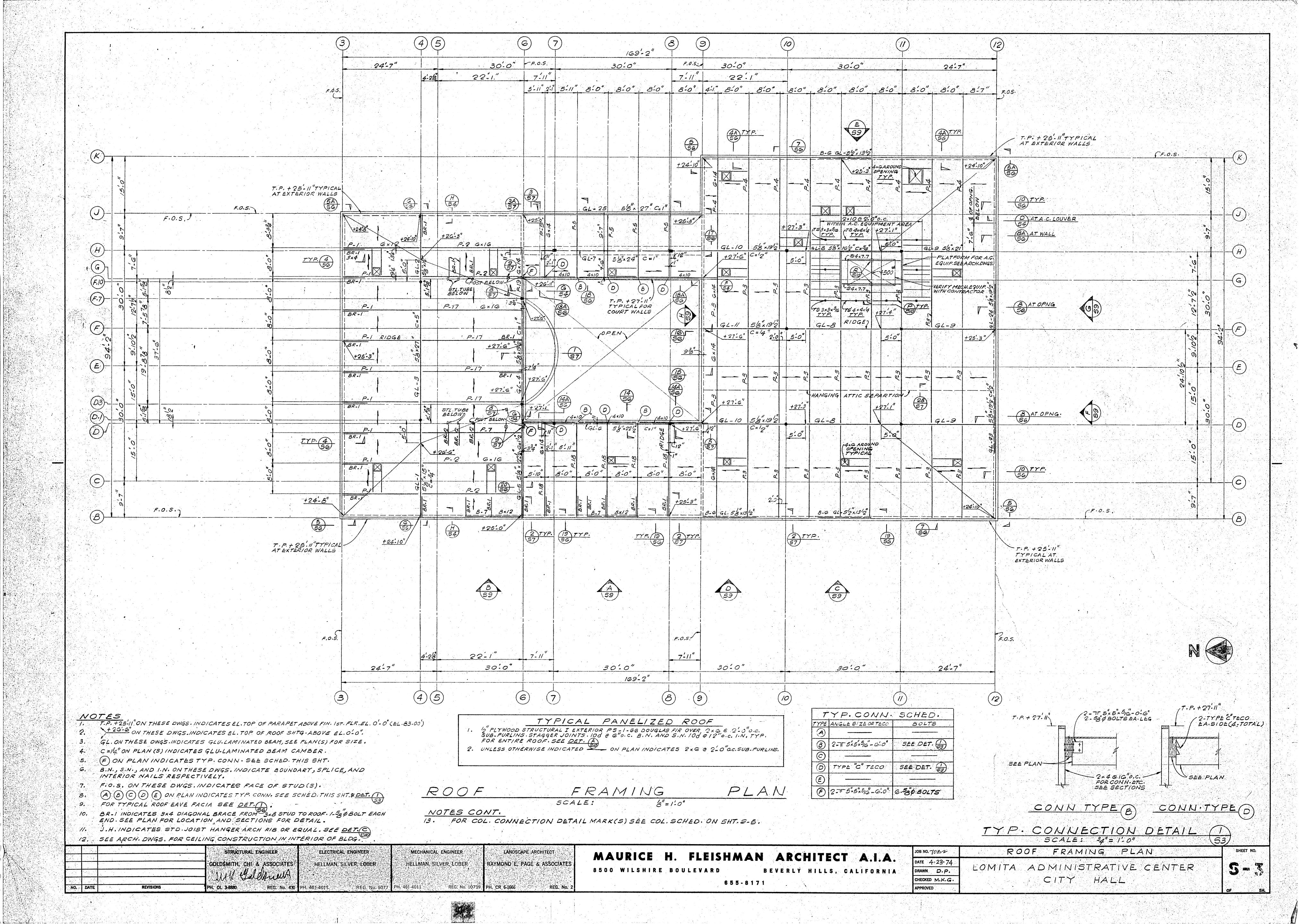
STRUCTURAL ENGINEER ELECTRICAL ENGINEER MECHANICAL ENGINEER LANDSCAPE ARCHITECT	MAURICE H. FLEISHMAN ARCHITECT A.I.A.	SECOND FLOOR FRAMING PLAN	SHEET NO.
GOLDSMITH, CHI & ASSOCIATES . HELLMAN, SILVER, LOBER RAYMOND E. PAGE & ASSOCIATION . HELLMAN, SILVER, LOBER RAYMOND E. PAGE & ASSOCIATION . HELLMAN, SILVER, LOBER RAYMOND E. PAGE & ASSOCIATION		LOMITA ADMINISTRATIVE CENTER	6.2
	8500 WILSHIRE BOULEVARD BEVERLY HILLS, CALIFORNIA DRAWN D.P. CHECKED M.K.G.		
NO. DATE REVISIONS . PH. OL 3-8880 REG. No. 430 PH. 461-4011 REG. No. 5077 PH. 461-4011 REG. No. 10739 PH. CR 6-1666 REG. No.	6 5 5 - 8 1 7 1 APPROYED	of	ΣF SH.

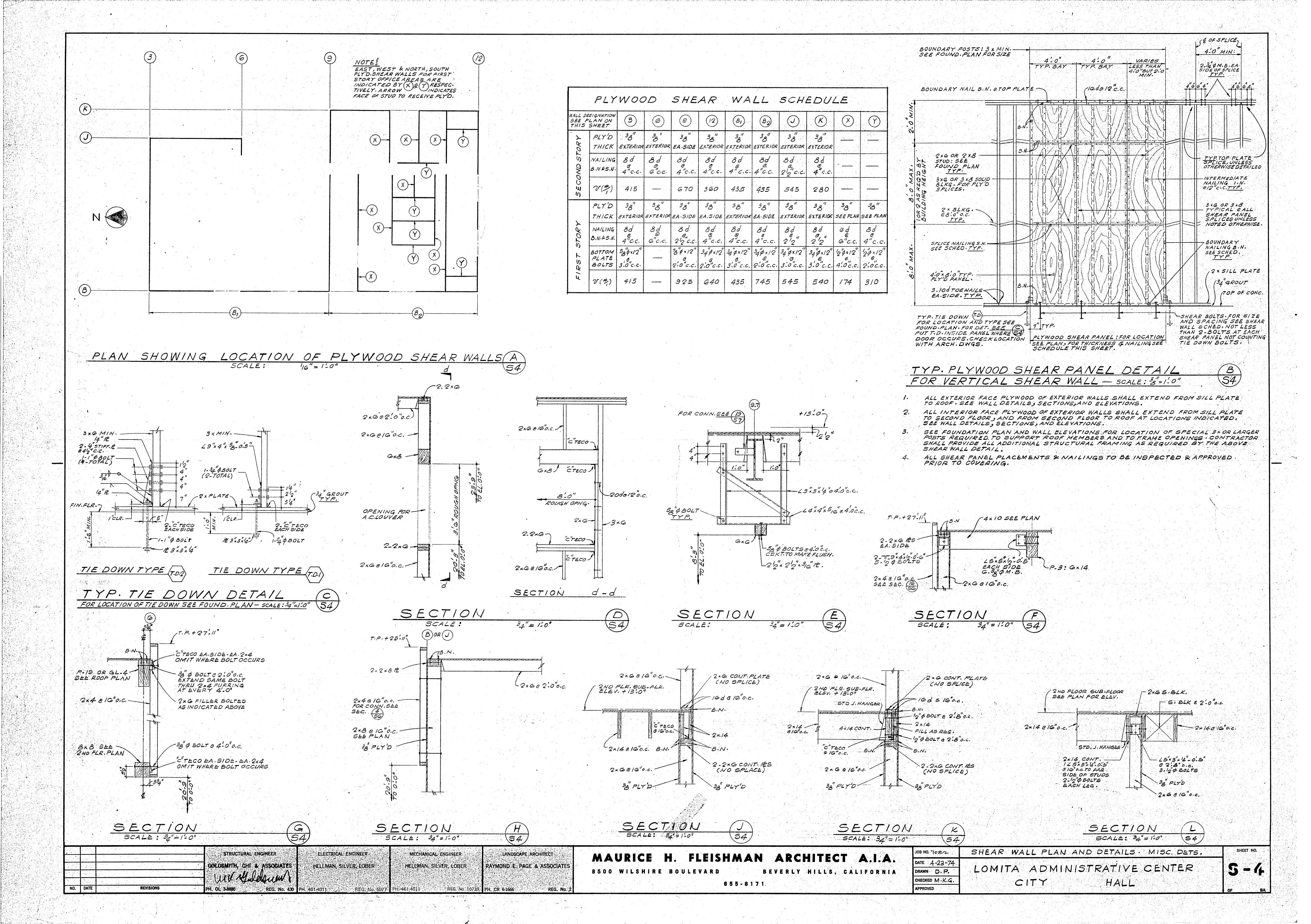
FRAMING

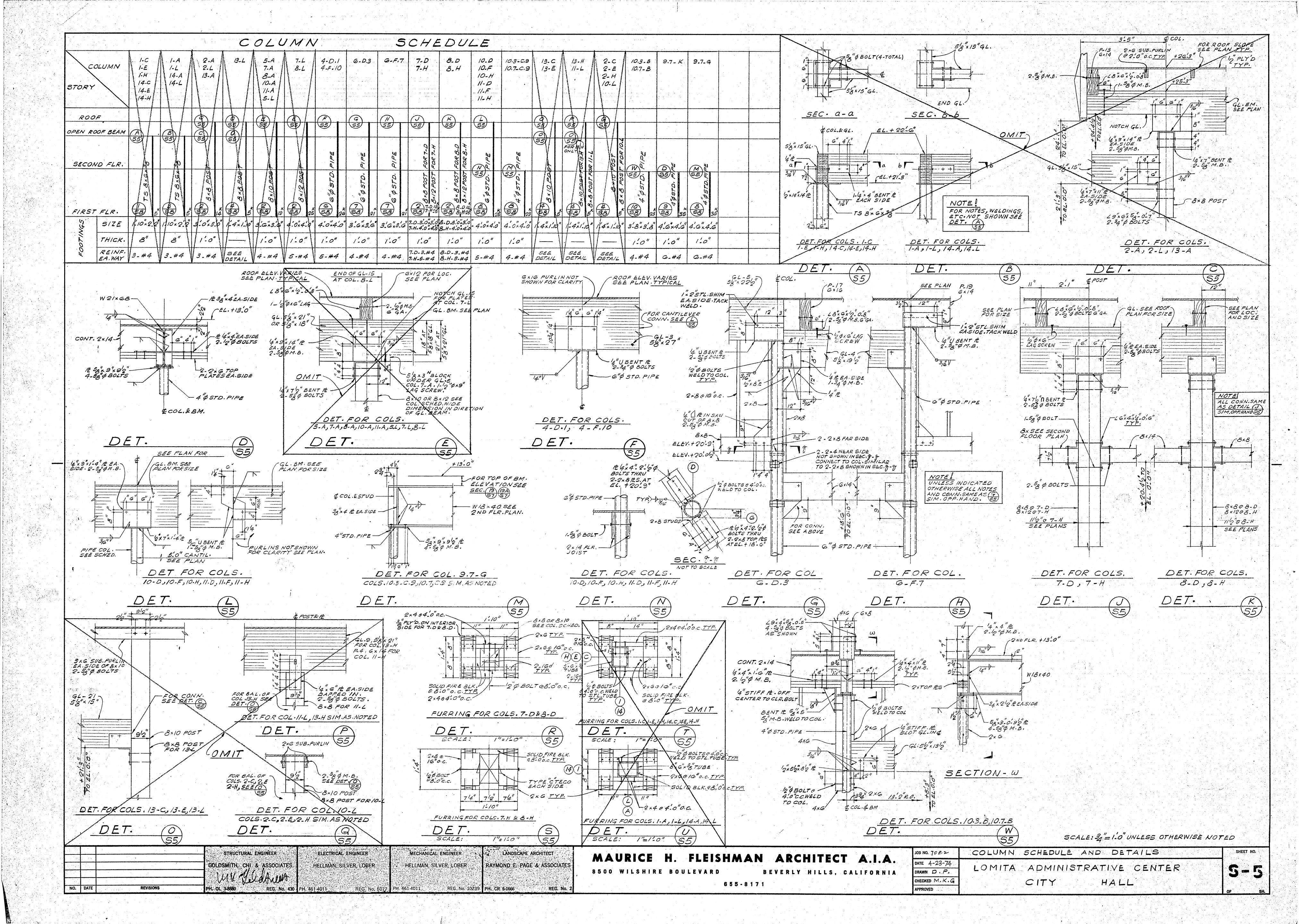
PLAN -- SCALE: 8 = 1:0"

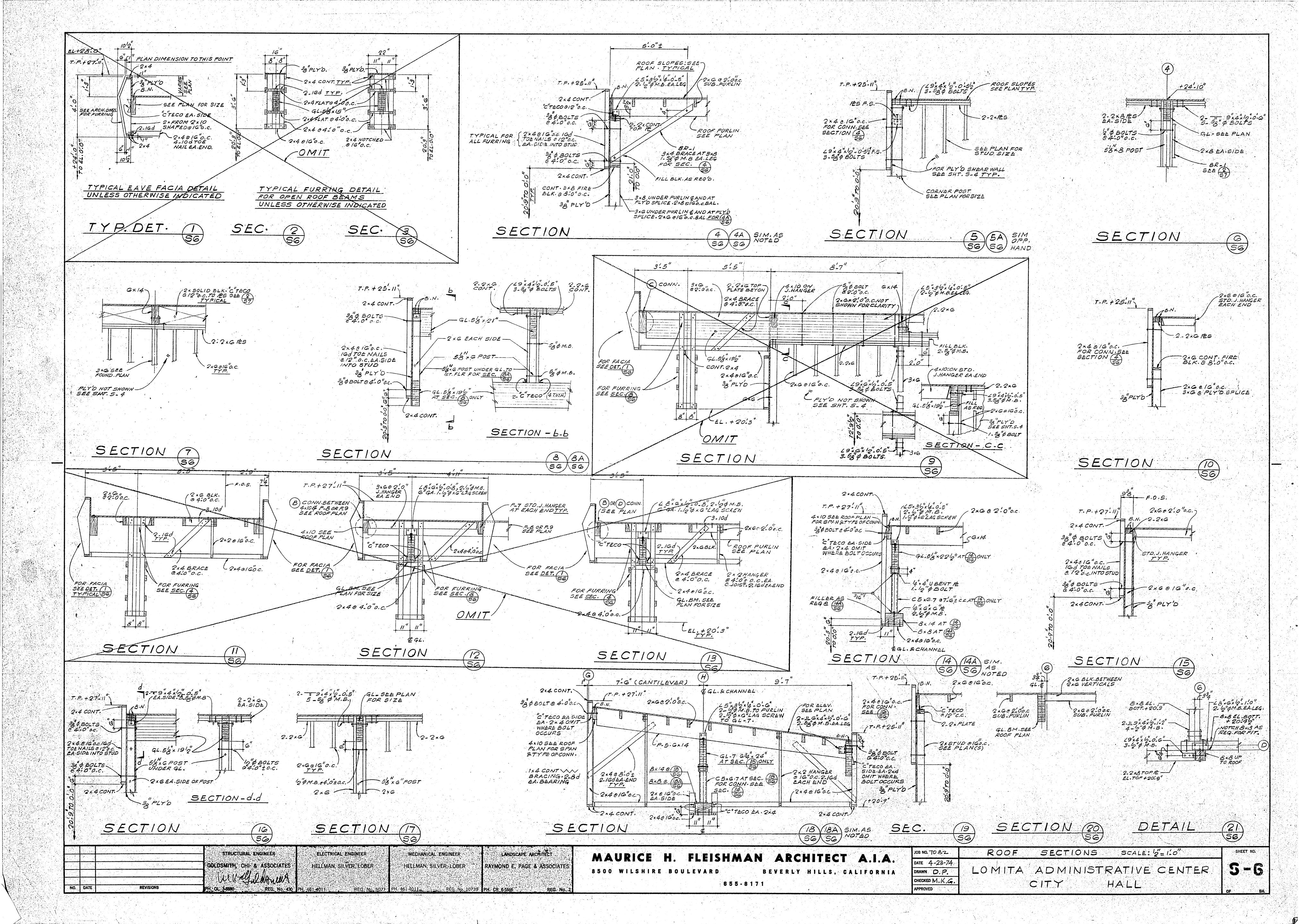
SECOND

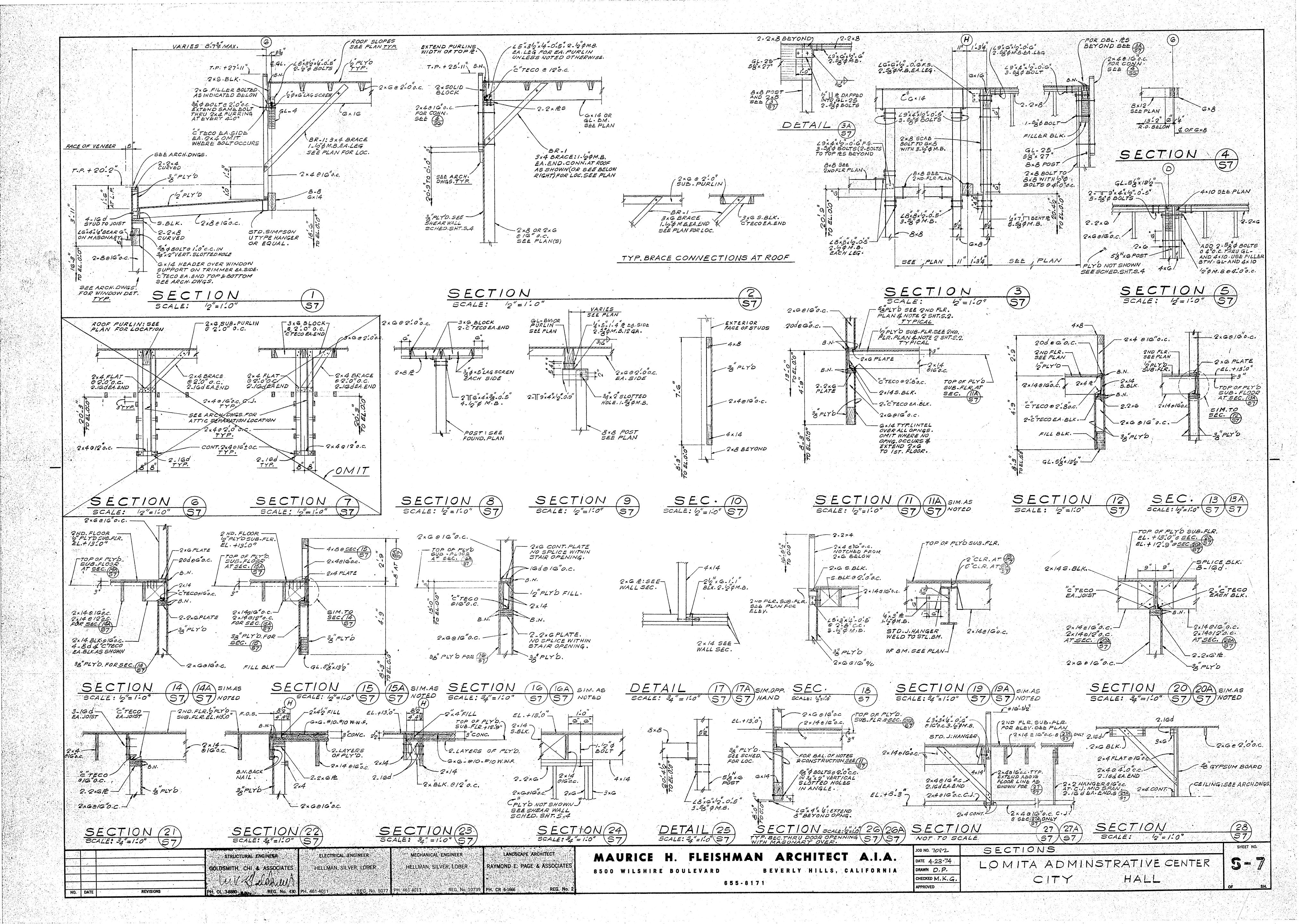
FLOOR

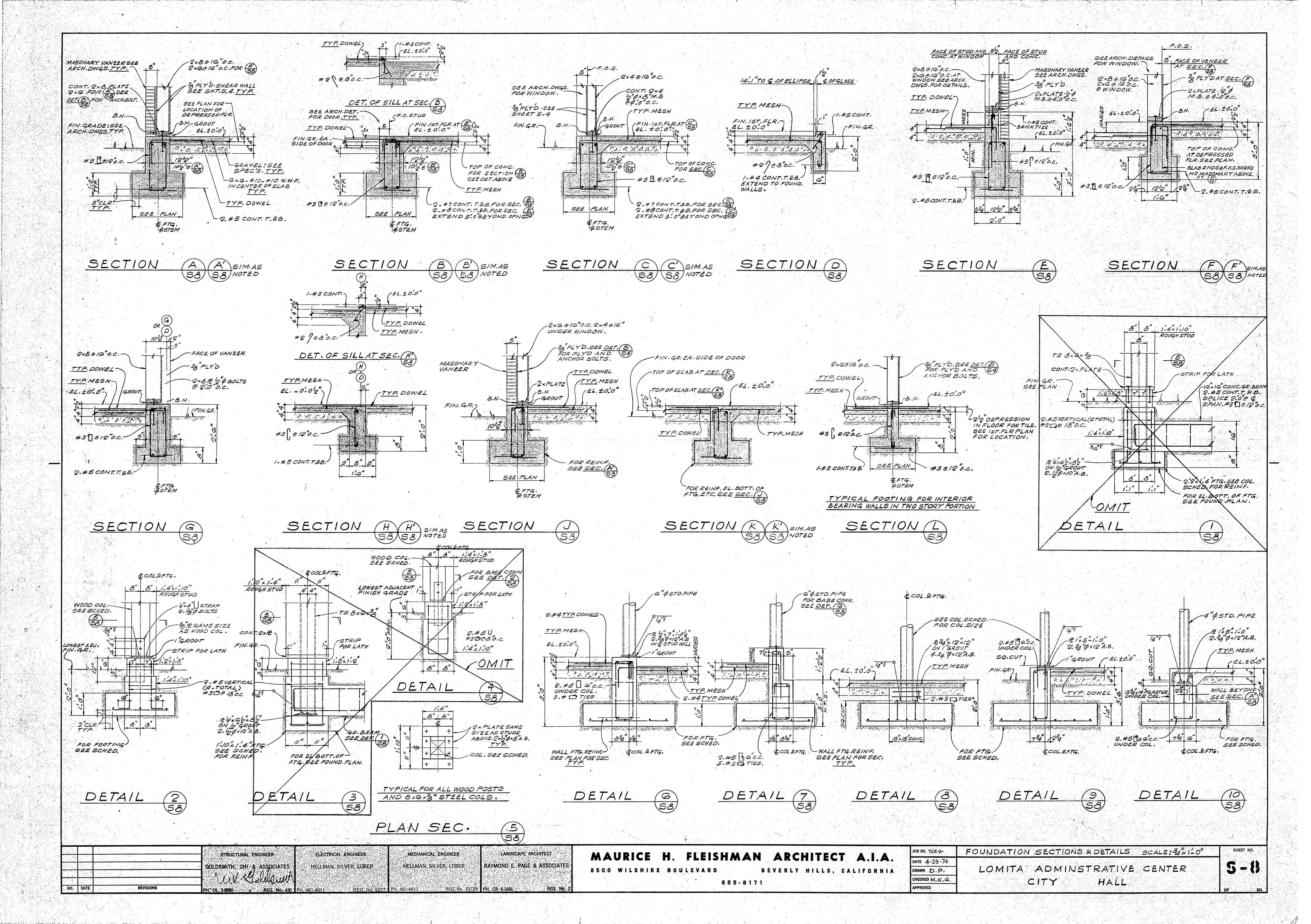


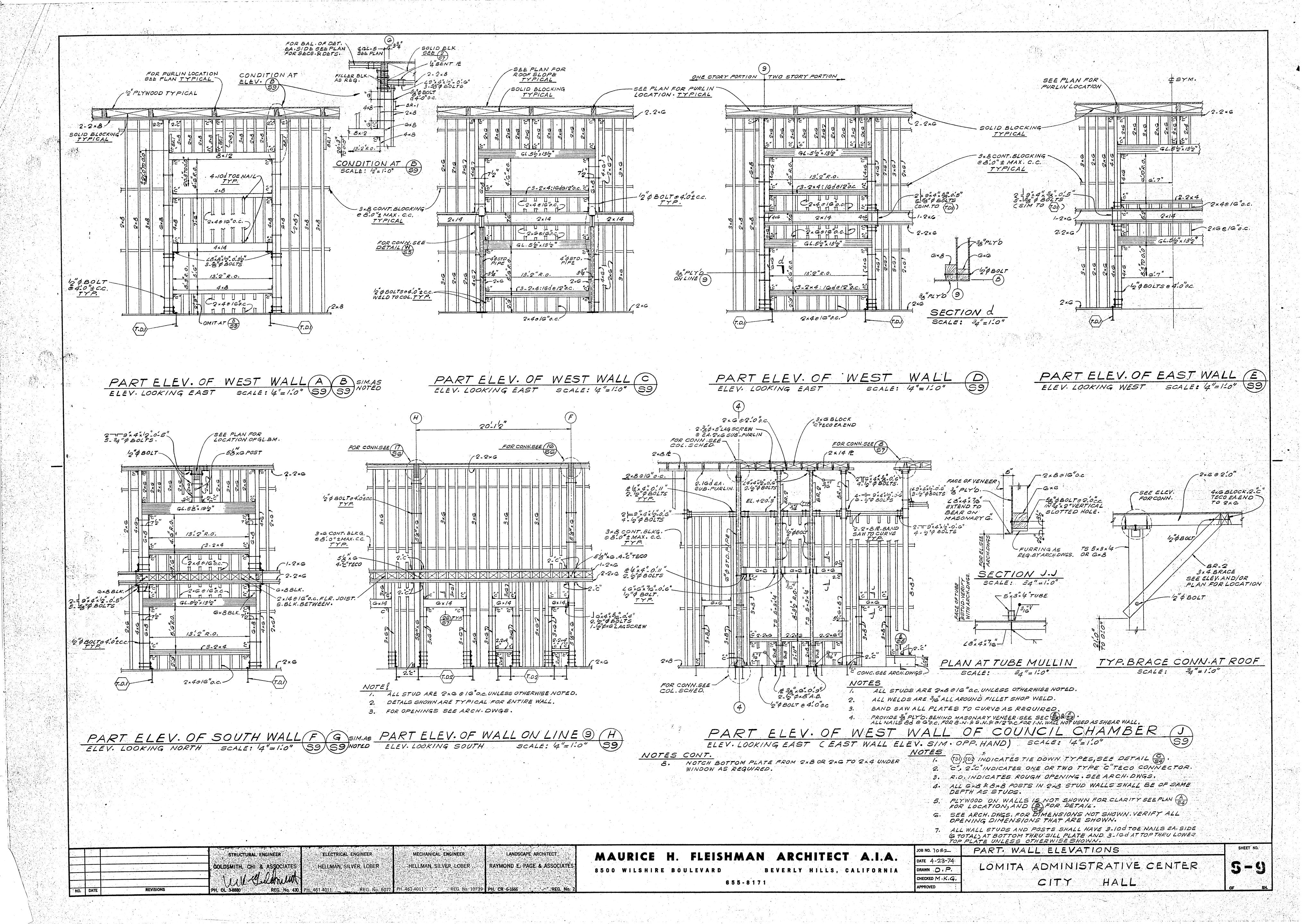


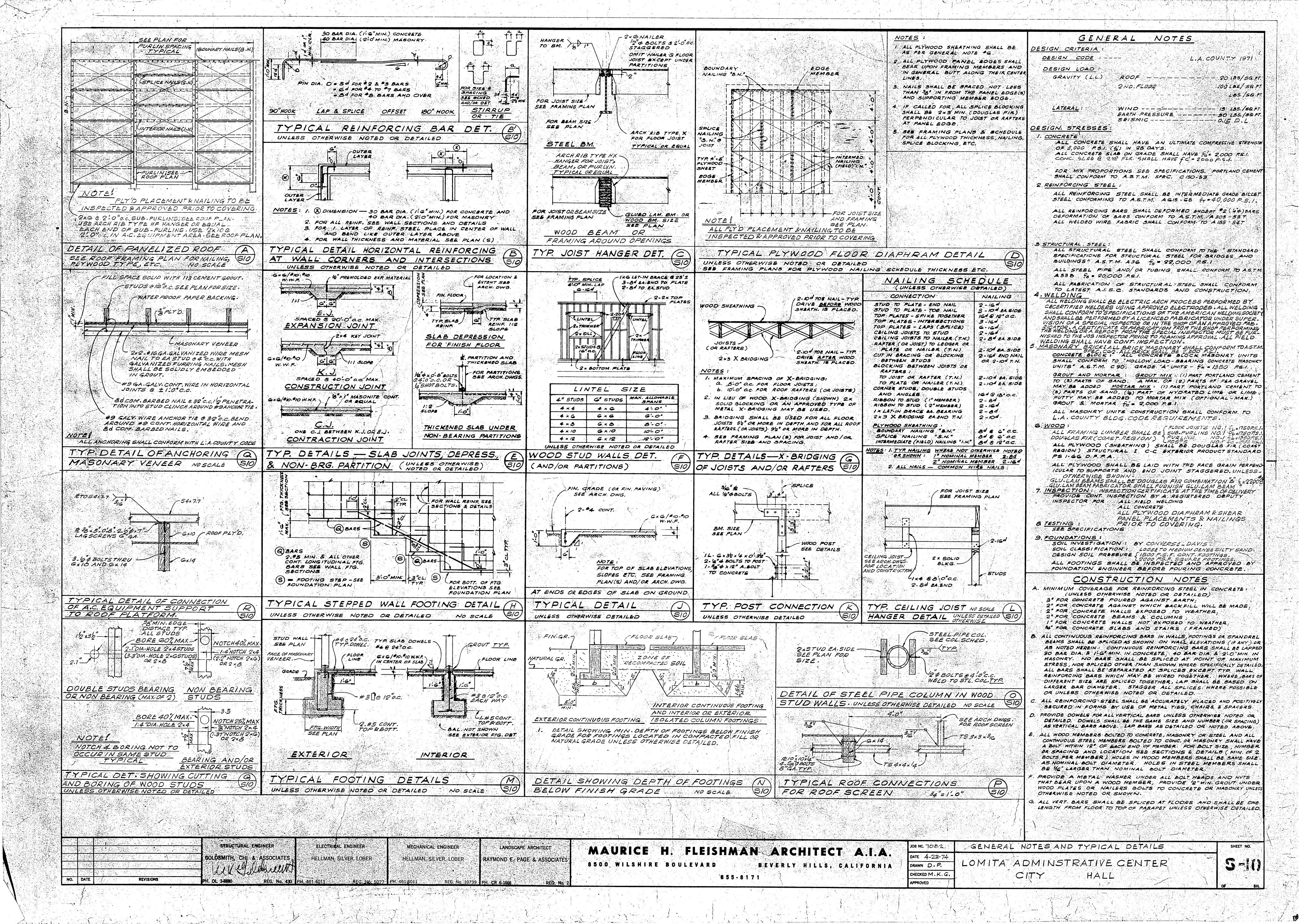












## ATTACHMENT - C

# PROFESSIONAL SAMPLE AGREEMENT (PSA)



# CONTRACT FOR PROFESSIONAL SERVICES AND CONSTRUCTION BETWEEN THE CITY OF LOMITA AND \_\_\_\_\_

	This AGREEMENT for Project is entered into this day of , 202 , by and
be	etween the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and ("CONTRACTOR").
	RECITALS
Α.	CITY does not have the personnel able and/or available to perform the services required under this agreement.
В.	Therefore, CITY desires to contract out for
C.	CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
D.	CITY desires to contract with CONTRACTOR to perform the services as described in <b>Exhibit A</b> of this Agreement.
as	<b>NOW, THEREFORE</b> , based on the foregoing recitals, CITY and CONTRACTOR agree follows:
1.	CONSIDERATION AND COMPENSATION.
	<ul> <li>As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as <b>Exhibit A</b>;</li> </ul>
	B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;
	C. As additional consideration, CITY agrees to pay CONTRACTOR an amount not to exceed \$ for CONTRACTOR's services, unless otherwise specified by written amendment to this Agreement.
	D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month.

CITY shall pay CONTRACTOR all uncontested amounts set forth in the

### 2. <u>SCOPE OF SERVICES.</u>

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.
- **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.
- **TIME OF PERFORMANC**E. 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.
- **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.
- **KEY PERSONNEL**. CONTRACTOR's key person assigned to perform work under this Agreement is . CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.
- 7. <u>TERM OF AGREEMENT</u>. The term of this Agreement shall commence upon execution by both parties and shall expire on \_\_\_\_\_\_, unless earlier termination occurs under Section 13 of this Agreement, or extended in writing in advance by both parties.
- 8. BEST MANAGEMENT PRACTICES AND TRAINING. The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all

- applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
- 9. <u>CHANGES</u>. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- **10.** TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.
- 11. <u>PERMITS AND LICENSES</u>. CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
- 12. LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause

#### 13. PREVAILING WAGE.

A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers,

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

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

#### 14. TERMINATION.

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

#### 15. INDEMNIFICATION.

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

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

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

#### 18. <u>AUDIT OF RECORDS</u>.

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

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.

- "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
- 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
- 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.

G. The commercial general and automobile liability policies required by this

Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

- **21. USE OF OTHER CONTRACTORS.** CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
- 22. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
- 23. CORRECTIONS. In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.
- 24. <u>NON-APPROPRIATION OF FUNDS</u>. 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	
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717	ATTN:	
ATTN: City Manager		

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. <u>SOLICITATION</u>. 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.
- **THIRD PARTY BENEFICIARIES**. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.
- **28. INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- **29. ENTIRE AGREEMENT**. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

- **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.
- **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.
- **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.
- **FORCE MAJEURE**. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
- **34. TIME IS OF ESSENCE**. Time is of the essence to comply with dates and schedules to be provided.
- **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.
- **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.	<u>DISCLOSURE REQUIRED.</u>	(CITY and CONTRACTOR initials required at one			
	the following paragraphs)				

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

City Initials
Contractor Initials
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 no serving in staff capacity in accordance with CITY'S Conflict of Interest Code.
City Initials
Contractor Initials

OR

[signatures on following page]

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

CITY OF LOMITA		CONTRACTOR
Ryan Smoot, City Manager	By:	
ATTEST:		
Kathleen Horn Gregory, City Clerk	_	Taxpayer ID No.
APPROVED AS TO FORM:		
Trevor Rusin, City Attorney	_	

## **ATTACHMENT - D**

# RFP QUESTIONNAIRE

#### **RFP QUESTIONNAIRE**

#### 1. <u>Background Information</u>

a.	Provide firm name as it appears on license:				
b.	Contact person and title:				
c.	Address:				
d.	Phone: Fax:	Email:			
e.	Indicate legal status of the firm (Corporation, Partnership, S	Sole Proprietor, Etc.):			
f.	If firm is a Corporation, indicate President and Secretary: _				
g.	If firm is a Partnership, indicate partners:				
h.	If firm is a Sole Proprietor, indicate owner:				
i.	Current Proposer's license numbers and classifications:				
j.	How long have you had this license:				
	Have any of the principals of the firm had another Proposer on any other Proposer's license: If the answer if "Yes", explain the circumstances on attached sheets.				

#### 2. <u>History of Your Firm</u>

- a. How long ago was Proposer's firm founded under current Proposer's license number: (Please provide appropriate evidence of date.) (1 point per year up to maximum of 10 pts.)
- b. For the categories of projects listed below identify the number of projects that your firm has completed in last five (5) years. For each project listed, provide a list of project names, contract amounts, completion dates and Owner contact information to substantiate the information provided in this section.

	NOTE: At least one project must satisfy the requirements listed in Part 1, Question 12. Proposer should note which project satisfies this requirement. Each project may only be used in one category for scoring purposes.
	Solar PV installation (3pts. Per project up to a maximum of 15 points)
3.	Project List and References
	Attach sheets showing the <i>last</i> ten (10) largest California public construction projects your firm has completed within the last five (5) years. Information must include the following: Name of Owner, Owner Contact and Phone Number, Project Name and Description, Original Contract Amount and Final Contract Amount. Of the projects listed, the original contract amounts of the projects will be averaged and scored on the following basis:
	Average equal to or greater than \$7.5 million. (25 pts.)
	Average equal to or greater than \$5 million (20 pts.)
	Average equal to or greater than \$3 million (10 pts.)
	Less than \$3 million. (Zero)
4.	OSHA Violations
	a. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful," or "repeat" violations of its safety or health regulations in the last five (5) years: (If answer is "Yes," Proposer is automatically disqualified.)
	☐ Yes ☐ No
	b. Has the federal OSHA cited and assessed penalties against your firm in the last five (5) years: (If answer is "Yes," Proposer is automatically disqualified.)
	☐ Yes ☐ No
5.	Labor Code and Apprenticeship Violations
	a. At the time of submitting this prequalification form, is your firm ineligible to bid on or be awarded a Public Works contract, or perform as a subcontractor on a Public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7? (If answer is "Yes", Proposer is automatically disqualified.)
	☐ Yes ☐ No
	b. Has there been any occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state or federal (Davis-Bacon) prevailing wage laws/requirements? (5 points for either "No" or "Yes" indicating 1 such instances; 3 points for "Yes" indicating 2 such instances; 0 points for "Yes" and more than 2 such instances.)
	Yes No Number of Instances:
6.	Claims History

a.	In the last ten (10) years, has your firm or any of its owners, officers or partners, ever been found liable in a civil suit, or convicted/found guilty in a criminal <i>action</i> : (a) involving the awarding of a contract of a government construction project, (b) involving the bidding or performance of a government contract, or (c) involving fraud, theft or any other act of dishonesty, including but not limited to the California False Claims Act, or Federal False Claims Act? (If answer is "Yes", Proposer is automatically disqualified.)
	☐ Yes ☐ No
b.	At any time in the last five years has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner? (5 points for either "No" or "Yes" indicating 1 such instances; 3 points for "Yes" indicating 2 such instances; 0 points for "Yes" and more than 2 such instances.)
	☐ Yes ☐ No
	If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
c.	In the last five years has the Proposer, or any firm with which any of the Proposer's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason? NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of the Proposer held a similar position as in (1) on this form. (5 points for "No"; 0 points for "Yes".)
	☐ Yes ☐ No
	If "yes," explain on a separate signed page. State whether the Proposer involved was the Proposer applying for prequalification here or another firm. Identify by name of the company, the name of the person within the Proposer who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

d.	In the last five years has the Proposer been denied an award of a public works contract based on a finding by a public agency that the Proposer was not a responsible bidder?
	☐ Yes ☐ No
	If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency. (5 points for "No"; 0 points for "Yes".)
	NOTE: The following two questions refer only to disputes between the Proposer and the owner of a project. The Proposer need not include information about disputes between the Proposer and a supplier, another Proposer, or subcontractor. Also, the Proposer may omit reference to all disputes about amounts of less than \$25,000.
e.	In the past five years has any claim <u>against</u> the Proposer concerning the Proposer's work on a construction project been <u>filed in court or arbitration</u> ?
	☐ Yes ☐ No
	If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution). If "yes", are there any current claims against the Proposer that should you lose the claim(s), would adversely affect the Proposer's financial position or the Proposer's ability to meet the Proposer's obligations if awarded the contract for this project? If so, please explain.
f.	In the past five years has the Proposer made any claim against a project owner concerning work on a project or payment for a contract and <u>filed that claim in court or arbitration</u> ? (5 points for either "No" or "Yes" indicating 1 such instances; 3 points for "Yes" indicating 2 such instances; 0 points for "Yes" and more than 2 such instances.)
	☐ Yes ☐ No
	If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution). If "yes", are there any current claims against a project owner that should the Proposer lose the claim(s), would adversely affect the Proposer's financial position or the Proposer's ability to meet the Proposer's obligations if awarded the contract for this project? If so, please explain.

	g.	At any time during the past five years, has any surety company made any payments on the Proposer's behalf, to satisfy any claims made against a performance or payment bond issued on the Proposer's behalf, in connection with a construction project, either public or private? (5 points for "No"; 0 points for "Yes".)
		☐ Yes ☐ No
		If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.
	h.	In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Proposer? (5 points for "No"; 0 points for "Yes".)
		☐ Yes ☐ No
		If "yes," explain on a separate signed page. Name the insurance carrier, the form of <u>insurance</u> and the year of each refusal.
7.	Su	rety Company Information
	a.	At any time during the past ten (10) years, has any surety company made any payments on your firm's behalf as a result of a default or to satisfy any claims made against a payment bond issued on your firm's behalf? (5 points for "No"; 3 points for "Yes" indicating no more than 1 such claim; 0 points for 2 or more claims.
		☐ Yes ☐ No Indicate Number of Claims:
		If your firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so. (5 points if the rate is no more than 1.0 percent; 3 points if the rate was no higher than 1.10 percent; 0 points for any other answer.)
	b.	During the last five (5) years, has your firm ever been denied bond credit by a surety company or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? ("No" = 5 points; "Yes" = 0 points.)
		☐ Yes ☐ No
8.	Ins	urance/Worker's Compensation Experience Modification Rate
	a.	In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? (5 points for "No", 3 points for "Yes' indicating 2 such instances; 0 points for "Yes" or if more than 2 such instances.)
		☐ Yes ☐ No Number of instances:

b. What is your firm's current worker's compensation experience modification rate? (*Less than* 1.00 - 5 pts.; 1.01< or = 1.25 - 2 pts.; If > 1.25 Proposer is automatically disqualified.) Please provide evidence from your insurance carrier of this modification rate.

#### **CERTIFICATION UNDER PENALTY OF PERJURY**

I, the undersigned, certify and declare that I know the contents of all documents submitted pursuant to the Prequalification Documents, have read all the foregoing answers to the Prequalification Questionnaire included in the Prequalification Documents and any attached sheets and know their contents. The matters contained in, or submitted pursuant to the Prequalification Documents, all documents submitted herewith, and all Prequalification Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:		
	Signature	
	Print Name	
	Title	

(Must be Signed by an Owner, Partner, or Corporate Officer Authorized to Sign on behalf of the Corporation, which Signature Must be Notarized.)