



Agree No 2023-49

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

This AGREEMENT for Design Services is entered into this 19th day of December 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and HAZEN AND SAWYER ("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 Engineering Design Services for the Downtown Lomita Multi-Benefit Stormwater 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 \$853,777.00, the CONTRACTOR's estimated costs of its services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional 10% of these estimated costs, or up to \$85,378.00, for unexpected contingencies, or a total, not-to-exceed amount of \$939,155.00. If CONTRACTOR incurs expenses exceeding its estimated costs of \$853,777.00, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, for CONTRACTOR to receive compensation for those costs.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

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

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

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

- 6. KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is Jennifer Coryell, Andrea Zimmer, and Alysondria Eason. 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 upon completion of the scope of work for the Downtown Multi-Benefit Stormwater Project, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for

- each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. **Registration/DIR Compliance.** If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. **Labor Certification.** By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.
- D. **Employment of Apprentices.** CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. **CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7.** Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for

performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

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

14. TERMINATION.

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

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions

are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employees while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
18. **AUDIT OF RECORDS.**
- A. THE CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. INSURANCE REQUIREMENTS.

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

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance

company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

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

- F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
21. **USE OF OTHER CONTRACTORS.** THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold

payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

- 24. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

- 25. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Hazen and Sawyer</u> <u>800 W. 6th Street, Suite 400</u> <u>Los Angeles, CA 90017</u>
<u>ATTN: City Manager</u>	<u>ATTN: Jennifer Coryell</u>

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

- 26. SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
- 27. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or CITY's obligations under this Agreement.

28. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload,

experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

37. DISCLOSURE REQUIRED. (CITY and CONTRACTOR initials required at one of the following paragraphs)

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

City Initials _____

Contractor Initials _____

OR

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

City Initials RS

Contractor Initials LG

[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
Ryan Smoot, City Manager

By:

Lynn Grijalva
Lynn Grijalva, Principal-in-Charge

ATTEST:

Kathleen Horn Gregory
Kathleen Horn Gregory, City Clerk

132904652
Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin
Trevor Rusin, City Attorney





CITY OF LOMITA

REQUEST FOR PROPOSAL (RFP)

ENGINEERING DESIGN SERVICES

FOR

Downtown Lomita Multi-Benefit Stormwater Project

**PROPOSAL DEADLINE
TUESDAY, NOVEMBER 21, 2023
1:00 P.M.**

TABLE OF CONTENTS

SECTION I
GENERAL
INFORMATION.....1

SECTION II
PROPOSAL REQUIREMENTS.....5

SECTION III
SCOPE OF SERVICES.....10

SECTION IV
SELECTION OF CONSULTANTS19

Attachment A – General City Map

Attachment B – Professional Services Agreement (Sample)

SECTION I GENERAL INFORMATION

A. INTRODUCTION / BACKGROUND

The City of Lomita is requesting proposals from qualified and experienced Civil Engineering firm(s) to complete the design and prepare a PS&E bid package for the Downtown Lomita Multi-Benefit Stormwater Project.

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 located 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. The City is almost completely developed with mostly residential neighborhoods and commercial units.

The City is part of the Dominguez Channel Watershed Management Group (DC WMG) that consists of the County of Los Angeles, Los Angeles County Flood Control District (LACFCD), and the cities of Lomita, Los Angeles, Carson, El Segundo, Lawndale, Hawthorne, and Inglewood. An Enhanced Watershed Management Plan (EWMP) was developed by the DC WMG pursuant to the requirements set forth by Order No. R4-2012- 0175, Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit (MS4 Permit). The EWMP was originally submitted to the Los Angeles Regional Water Quality Control Board (Regional Board) in February of 2016, approved in April of 2016, and was updated in June of 2021. The update is pending approval. The Project is included in the EWMP and was developed by the City as a means of meeting the City's water quality targets identified in the EWMP.

The Project is located in the downtown area of Lomita, south of City Hall on Narbonne Avenue and extends 450-feet south to Lomita Boulevard. It continues along the 1,100-foot length of Lomita Boulevard from Lucille Avenue to Woodward Avenue. The goal of the Project is to capture and infiltrate stormwater flow that would otherwise carry pollutants of concern downstream to Wilmington Drain, Machado Lake, and Los Angeles Harbor. By infiltrating stormwater under the City-owned parking lot on Narbonne Avenue and in drywells under Lomita Boulevard, the Project will reduce the risk of flooding that could occur downstream of the Project. Bioretention along Narbonne Avenue will mitigate existing localized flooding that frequently occurs in the downtown area of Lomita.

Other key components of the Project include prioritization of nature-based solutions; the planting of 45 trees along Narbonne Avenue and Lomita Boulevard as well as new vegetated areas along the sidewalk and in the medians that will capture stormwater. These vegetated bioretention areas will reduce the heat island effect that can occur in high impervious areas. The Project also includes key placement of benches and a bike lane along a portion of Lomita Boulevard to encourage pedestrian and community use. A preliminary report and conceptual design of the project was previously completed by the City and is included in the link below under the FY 2022 – 2023 listing.

<https://portal.safecleanwaterla.org/scw-reporting/dashboard>

B. PROJECT DESCRIPTION

The Downtown Lomita Multi-Benefit Stormwater Project will utilize nature-based solutions to help divert approximately 5.6 acre-ft of stormwater from three Los Angeles County Flood District (LACFD) storm drains located in the downtown area of Lomita to an infiltration gallery and a series of 34 drywells. In addition to the infiltration gallery and the drywells, the scope of work for the Project includes the installation of 45 new shade trees, 10 benches, pervious pavement, 8,000 square feet of bioretention areas, vegetation areas, drought-tolerant and native plants, bike locking stations, educational signage, and a bike lane on a portion of Lomita Boulevard. The selected Consultant shall review the conceptual design and provide a cost-benefit analysis of the installation of an irrigation system that draws from the captured stormwater to irrigate the vegetated areas. Based on the analysis and review by the City, the irrigation system may be included in the final design. The selected Consultant shall also evaluate the impact and cost effectiveness of adding pervious pavement along the proposed bike lanes and/or parking lanes. The City is pursuing funding from the U.S. Army Corps of Engineers through the Section 219 General Environmental Infrastructure program; this funding/authorization is pending. Should funding be approved, the U.S. Army Corps of Engineers will be involved in the final design review, bidding, and construction.

C. DESCRIPTION OF WORK

The purpose of this RFP is to seek the services from an Engineering firm/Consultant to complete the design of the Downtown Lomita Multi-Benefit Stormwater Project. The selected firm will prepare Construction Plans, Project Specifications, and Estimate (PS&E) subject to the review and approval by the City Engineer and, if funding is approved, the U.S. Army Corps of Engineers. Additional services shall include, but not be limited to, preparation of documents for the application for construction funds from the Safe, Clean Water Regional Program, utility and/or infrastructure coordination, preparation of the CEQA evaluation, the incorporation of federal requirements into the PS&E, professional support during the construction

bidding process, field surveying, geotechnical investigations, permit coordination, compliance with all applicable governing agencies, and preparation of educational signage, the Operation and Maintenance Plan, the Vector Control Plan, the Monitoring Plan, and the Traffic Control Plan. A detailed scope of services is included in Section III.

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

D. PROJECT DURATION

The estimated time to complete this design is up to fourteen (14) months; the City is seeking a proposal that could expedite the design. The design process can be subdivided as followed:

- Data Review & Analysis
- Preliminary Design
- PS&E – 60%
- PS&E – 90%
- PS&E – 100%

One (1) digital pdf, one (1) native digital file, and two (2) mylar copies of the final approved design plans shall be submitted to the City.

E. PROJECT SCHEDULE

A tentative schedule is included on the following page. The proposals submitted shall use this schedule as a guide to further define an appropriate work schedule in accordance with the requirements of the Scope of Services in Section III. The final schedule will be negotiated based on the final scope of work and work plan agreed to by the City and the selected consultant.

Milestone	Date*
RFP Release	October 24, 2023
Last Day for Questions	November 7, 2023 at 1:00 PM
Issue Addendum	November 14, 2023
Proposal Deadline	November 21, 2023 at 1:00 PM
Consultant Interviews	December 4 - 7, 2023
Expected City Council Approval	December 19, 2023
Expected Kick-off & Notice to Proceed	January 9, 2024

*Note – All dates are estimates and subject to change

SECTION II PROPOSAL REQUIREMENTS

A. GENERAL

The proposal must be concise, well organized and should demonstrate your firm's team qualifications and experience related to this project. The proposal shall be printed on 8½" x 11" pages and include resumes, past experience, graphs, tables, etc. It must include the following:

- I. Cover Letter (one page): Provide a one-page cover letter, which includes the firm's legal name, name, address, and telephone number of the person(s) to be used for contact who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the proposer and to bind the applicant in a contract. The cover letter will include a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. **Any exception on the Proposer's behalf must be stated in the proposal cover letter.**

- II. Qualification and Experience (maximum of 10 pages): The proposed **Engineering Team** shall have experience working with public agencies and/or infrastructure design in similar assignments. It is highly desirable that the key project team members have served public agencies in various capacities, are accustomed to working with governmental agencies, have a good understanding of public agency issues, procedures, and policies.

Qualifications and experience to be shown in the proposal shall include, but not be limited to the following:
 - Project organizational chart.
 - Identification of experience of principal staff members, including major sub-consultants, if utilized. Resumes of principal staff should not exceed two pages per person.
 - Identify the availability of your team and the percentage of current workload of staff that would be committed to this project, including sub-consultants.
 - Experience of the firm, the team and subconsultants on similar projects.

- III. Scope of Work and Project Approach (maximum 15 pages): The Consultant shall include in their proposal a detailed scope of work and understanding of the process to undertake such a project and complete it in compliance with all applicable rules, regulations, standards and requirements. Other items to include:
 - Description of your firm's quality control (QC) and quality assurance (QA) procedures that will be used for the Project.
 - Provide a project schedule for various activities by the Engineering Team involved and identify the milestones of major tasks of the Project.
 - Discussion of document control.

IV. Consultant shall submit a fee proposal for the Project in a SEPARATE SEALED ENVELOPE (or separate email attachment) marked **“Fee Proposal” along with the Project title.** The City will negotiate with the top-ranked consultant in compliance with all applicable federal, state, and local guidelines. Fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. The fee proposal must contain a task and fee breakdown of all components of cost, including labor base rate, overhead and all other direct and indirect costs. The fee proposal shall clearly show hours and cost per task. The task and fee breakdown must match the scope of services in the format, as presented within the RFP. The Consultant and all sub-consultants shall not be compensated by the City for any time spent on commuting to or from the Project site and other peripheral work not directly performed as a result of this Project. The Consultant shall provide their services for the duration of the Project for the approved scope of work and fee. The proposal must remain valid for at least 90 days from the due date of this RFP.

The City will short list the list of candidates to approximately three consulting firms which it may interview prior to selection of the top candidate for the project.

V. Prevailing wages will apply if the services to be performed meet the criteria according to California Department of Industrial Relations web site at: http://www.dir.ca.gov/dlsr/statistics_research.html. City will not assume any responsibility for Contractor's failure to pay prevailing wages in accordance with State law.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Consultant represents that it has thoroughly examined and become thoroughly familiar with the work required under this RFP and has the staffing and resources capable of performing quality work to achieve the City's objectives.

C. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Consultants shall acknowledge receipt of addenda in their proposals.

D. QUESTIONS AND ADDITIONAL INFORMATION

Questions relating to this RFP shall be emailed to the Public Works Department at: publicworks@lomitacity.com no later than **Tuesday, November 7, 2023, at 1:00PM.**

E. PROPOSAL SUBMITTAL

Proposals are due on or before **Tuesday, November 21, 2023, at 1:00 PM.**

One (1) electronic PDF copy of the proposal shall be emailed to the Public Works Department at: publicworks@lomitacity.com with **Proposal for: Downtown Lomita Multi-Benefit Stormwater Project** in the email title.

The Fee Proposals shall be emailed to the Public Works Department at: publicworks@lomitacity.com with **Fee Proposal for: Downtown Lomita Multi-Benefit Stormwater Project** in the email title.

F. INSURANCE REQUIREMENTS

The successful Consultant 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), Attachment B.

All insurance policies must be open to inspection by the City and copies of policies must be submitted to the City and/or upon written request.

G. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point rating system, as shown in Section IV. The evaluation will be completed by a selection committee composed of staff from the Public Works Department.

H. CHANGES IN THE RFP

Should any prospective proposer be in doubt as to the true meaning of any portion of this (RFP), or should the proposer find any ambiguity, inconsistency, or omission therein, the Proposer shall make a written request for an official interpretation or correction. Such requests must be received by the Public Works Department not less than fourteen (14) days prior to the final date of submittal of the proposals.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made only as an official addendum, and will be sent to each firm recorded as having received a copy of the RFP. Any addendum issued by the City shall become part of the RFP and will be incorporated into the proposal.

I. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a submitter's proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

J. POST-SUBMITTAL PROCEDURES

After reviewing and evaluating the proposals that are received, the City will select one or more firms with whom it will negotiate a Professional Services Agreement (PSA). A sample of the standard PSA is included in Attachment B. Those who wish to submit a proposal to the City are required to carefully review the PSA.

The PSA will include a Scope of Services and Fee Schedule (**not-to-exceed amount**), both of which may be modified by mutual consent during the negotiation phase. The Insurance Requirements outlined in the PSA may not be revised or changed. Prior to its final execution by the selected firm and the City, the PSA must be submitted to, and approved by, City Council and/or the City Manager.

The City reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

K. COST LIABILITY

The City of Lomita assumes no responsibility or liability for costs incurred by the Consultant prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement.

L. INVOICES

Consultant shall submit invoice(s) at the end of each month for the work performed. Each invoice at a minimum shall include the following information:

- Project name,
- Period for which invoice is submitted,
- Invoice number,
- Task name,

- Balance remaining and percent completed for each task,
- Total project budget (approved tasks only) and remaining balance,
- Each employee's name, hours of work, date, task, rate, and total charge, and
- Invoices must be accompanied by payroll and any other supporting documents that will be necessary to expedite the review and approval process.

Disclosure: Consultants shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigation by County, State, and/or Federal agencies within the past 5 years. If so, each responding consultant shall identify the agency and contact person, the nature of the investigation and any determination over outcome of said investigation. Non-compliance with this section shall result in rejection of the Proposal, but a consultant's disclosure of any such investigation (even one which resulted in a determination that was adverse to the consultant) will not automatically result in rejection of the Proposal. The occurrence, nature, underlying facts and outcome of any such investigation are not by themselves determinative but are simply included among many factors that will be considered by the City in evaluating Proposals.

SECTION III

SCOPE OF SERVICES

DESCRIPTION

This RFP is to solicit proposals for engineering services for the Downtown Lomita Multi-Benefit Stormwater Project. The Consultant is to produce 100% Plans, Specifications and Estimates (PS&E) and submit to the City for review and approval by the City and by the U.S. Army Corps of Engineers.

The following scope of work is a minimum suggested scope for the work of the project. The City is seeking a Consultant to provide comprehensive engineering consulting services, which includes, but is not limited to preliminary planning and engineering, cost-benefit analysis, preparation of Plans, Specifications, and Estimates (PS&E), and bidding and construction support for the aforementioned project.

The Consultant may provide additional tasks which they feel are pertinent to or add value to achieving the City's overall project objectives.

The following tasks include, but are not limited to:

Task 1 – General Project Administration & Meetings

- Consultant shall assign a project manager that will serve as the point of contact and coordinate all communication with the City of Lomita staff. The Consultant must provide an experienced Engineering Team that has knowledge and understanding of stormwater and street design.
- Consultant shall coordinate a kick-off meeting with Lomita staff and sub-consultants 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 Consultant shall plan for sufficient meetings with Lomita staff to complete the project. Consultant shall prepare agendas for all meetings and submit them to the City two (2) working days prior to the meeting for review. For each meeting, Consultant shall record minutes and distribute them within five (5) working days of the meeting.
- Consultant 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.
- Consultant shall prepare an overall project schedule indicating each major and minor task including milestones, estimated start and end times, task duration, task dependencies, and other relevant project information. The schedule shall include and incorporate a three-week review period for the City's review and the U.S. Army Corps of Engineers' review of relevant submittals, City Council approvals, and the City's 9/80 work schedule including holidays. The baseline

schedule shall be submitted at the kick-off meeting, and the Consultant shall update the schedule as needed or as requested by the City's Project Manager.

- Consultant shall prepare presentations, presentation boards and handouts for two Stakeholder Workshops that will be held at the 60% and final design stages to engage the local community in the design of the Project. Consultant shall attend each workshop, record public and City comments, and distribute the recorded comments within five (5) working days of each workshop.

Task 2 – Data Research and Investigation

- Consultant shall acquire and review existing public data and acquire additional stormwater, environmental, and other relevant data from affected agencies.
- Consultant shall acquire and review all land and title records.
- Consultant shall conduct utility investigations within the project limits and identify all utilities and possible constructability conflicts. Consultant shall verify to the extent economically feasible the location, size and depth of these utilities. Given the complex nature of the project, the Consultant shall determine the need for incorporating pothole utility data into the design plans.
- Consultant shall identify all utility and infrastructure requiring relocation and coordinate the relocation(s) with the utility owner and City.
- Consultant shall contact all agencies with facilities within project limits and request documentation that identify the locations of those facilities.
- Consultant shall coordinate with any businesses and properties that will be affected by the project design.
- Any work tasks conducted in the Public Right of Way will require an Encroachment Permit from the City (no fee). The entity completing the work shall provide traffic control plans (stamped by P.E.) if on streets, obtain a business license, provide insurance documentation, and contractor license documentation.

Task 3 – Safe, Clean Water Regional Program

- This design project is partially funded by the Safe, Clean Water Regional Program. Funding was granted based on the specific benefits that the project is intended to provide. If modifications to the existing, conceptual design revise these benefits, the Consultant must alert the City so that the Safe, Clean Water Regional Program can be notified. Section 5 of the Downtown Lomita Multi-Benefit Stormwater Project Feasibility Study, dated July 29, 2021 and prepared by CDM Smith, includes the estimated project benefits. In summary, these benefits are:
 - Water quality cost effectiveness
 - Pollutant load removal
 - Community investment
 - Nature-based solutions
 - Leveraging funds with cost share and community support

- Consultant shall prepare the quarterly reports for the design portion of funding from the Safe, Clean Water Regional Program.

Task 4 – Geotechnical Investigation

- Consultant shall perform potholing in the field as required and agreed upon by the City of Lomita, to determine the exact locations and elevations of existing, underground utilities, improvements, and related facilities. The equipment for potholing as well as the equipment operator shall be provided by the Consultant. The number of potholes for proposal purposes shall be ten (10) for this Project, and the locations will be submitted to the City for review prior to being performed. If the proposer believes that more potholes will be needed, the proposer shall include that in the proposal with associated costs as optional work.
- Consultant shall provide testing services for possible soil contamination if encountered during design-phase investigation. If contaminated soil is encountered, provide guidance to ensure that the contractor handles and disposes of any hazardous materials per construction documents, applicable health and safety codes, and environmental regulations.
- Consultant shall perform a geotechnical investigation to determine potential impacts to groundwater, soils, and drainage. Consultant shall prepare a geotechnical investigation report or technical memo and submit it to the City.
- Consultant shall perform a field investigation that may be undertaken in one to three phases as the Consultant determines. Consultant shall determine the scope of the field investigation and include the scope and cost in their proposal. At a minimum, the investigation shall include:
 - Shallow percolation testing at two areas identified for bioretention to determine if underdrains are required.
 - Phase 1: CPTs
 - 1) Two CPTs with a target depth of 50 feet below ground surface (bgs) at the infiltration gallery
 - 2) Two CPTs with a target depth of 80 feet bgs, one at each of the proposed drywell alignments
 - Phase 2: Five 8-inch diameter, hollow-stem auger borings
 - 1) Two borings to a depth of 25 feet bgs and one boring to a depth of 50 feet bgs at the infiltration gallery
 - 2) Two borings to a depth of 80 feet bgs, one at each of the proposed drywell alignments
 - 3) Soil testing shall be performed for each boring on soil samples starting at the surface and at 5.0-foot intervals to the full depth of the boring.
 - 4) At a minimum, laboratory testing of each sample shall include gradation, moisture content, Atterberg Limits, and determination of USCS soil classification.
 - 5) A constant-head, borehole percolation test shall be performed in each boring.

- Phase 3: Large-diameter (>18" diameter) test drywells
 - 1) Two test drywells with a target depth of up to 80 feet bgs, one at each of the proposed drywell alignments.
 - 2) A constant-head, borehole percolation test shall be performed in each test drywell.
 - 3) Consultant may revise depth if needed based on results from previous phases.

Task 5 – California Environmental Quality Act (CEQA) Requirements

Task 5.1 – Floodplain

Consultant shall perform a desktop analysis to determine the potential impacts to the 100-year floodplain or floodway.

Task 5.2 – Fish and Wildlife Listed Species

Consultant shall perform a desktop analysis to determine potential impacts to state or federal listed species using the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) system and the California Department of Fish and Wildlife (DFW) California Natural Diversity Database (CNDDB).

Task 5.3 – Wetlands

Consultant shall perform a desktop analysis to determine the presence and potential impacts to wetlands or surface waters utilizing the USFWS National Wetlands Inventory (NWI) database and applicable U.S. Geological Survey (USGS) topographic map(s).

Task 5.4 – Cultural Resources

Consultant shall prepare a cultural resources study to determine potential impacts to historic, prehistoric and/or tribal resources. This must be prepared by a qualified archeologist and architectural historian, and include research at the California Historic Records Information Center, field survey and tribal consultation.

Task 5.5 – Air Quality

Consultant shall perform a desktop analysis to determine potential impacts on air quality and greenhouse gas emissions.

Task 5.6 – Contamination

Consultant shall perform a desktop analysis utilizing the EnviroStor database (California Department of Toxic Substances Control) and/or Geotracker database (State Water Resources Control Board) to determine the risk of encountering hazards associated with the presence of contaminated soil, groundwater, or other hazardous materials.

Task 5.7 – CEQA Initial Study with Checklist

Upon completion of the studies listed in Tasks 3 and 4, the Consultant shall fill out the CEQA Environmental Checklist Form in Appendix G of the CEQA Guidelines (AEP, 2021) and prepare an Initial Study completed in accordance with CEQA Guidelines Article 5.

Task 5.8 – NEPA Documentation

Consultant shall prepare documents following the NEPA guidelines for the U.S. Army Corps of Engineers and submit them to the City for NEPA evaluation by the U.S. Army Corps of Engineers.

Task 6 – Engineering Design

Task 6.1 – Preliminary 60% PS&E Submittal

- Consultant shall prepare a 60% design submittal and submit two (2) hard copy prints and a digital copy to the City for review. The 60% submittal shall include at a minimum: all design criteria, preliminary engineer's cost estimate, preliminary bike lane and street alignments (alignment must retaining all existing street parking), preliminary contract documents, and proposed locations of bike locking stations, benches, bioretention and vegetated areas, drywells, trees, and the infiltration gallery.
- Consultant shall evaluate the conceptual plan provided by the City and submit a cost-benefit analysis on the installation of an irrigation system from captured stormwater to irrigate vegetated areas. Based on the City's review, the irrigation system may be included in the design and further submittals.
- Consultant shall evaluate the impact and cost effectiveness of adding pervious pavement along the proposed bike lanes and/or parking lanes. Based on the City's review, the pervious pavement may be included in the design and further submittals.
- Consultant shall incorporate federal requirements into the PS&E.
- Attend a 60% submittal review meeting to review and discuss the City's comments. Following the meeting, Consultant shall incorporate the City's comments into the progress plans.

Task 6.2 – Pre-Final Submittal 90% PS&E

- Consultant shall prepare a 90% design submittal and submit two (2) hard copy prints and a digital copy to the City for review. The 90% submittal shall include Contract bidding documents including plans, technical specifications, and an engineer's estimate.

- Consultant shall attend a 90% submittal review meeting to review and discuss the City's comments. Following the meeting, Consultant shall incorporate the comments in the PS&E.

Task 6.3 – Final Submittal 100% PS&E

- Prepare a final 100% design submittal, including final bidding documents and submit two (2) hard copy prints and a digital copy to the City for review by the City and the U.S. Army Corps of Engineers. The 100% submittal shall include Contract bidding documents including plans, technical specifications, and an engineer's estimate.
- Submit the final 100% submittal package to the City for bidding purposes. Submit two (2) hard copies and one (1) USB flash drive with all electronic files on it of the 100% submittal package. The final 100% submittal shall include all electronic files including MS Office and AutoCAD files.
- All final plans and specifications must be signed and stamped by a California-licensed professional Civil Engineer.

Deliverables

- The Consultant shall prepare and submit PS&E for the City's review and approval at the following stages of design:
 - 60%: Preliminary
 - 90%: Pre-Final
 - 100%: Final
- *One (1) digital pdf copy and two (2) hard copies of the PS&E per submittal shall be submitted to the City for review by the City and the U.S. Army Corps of Engineers. Upon receipt of final comments from the City and U.S. Army Corps of Engineers, Consultant will prepare 100% Plans and Specifications for the City's and the U.S. Army Corps of Engineers' final review and approval.*

Task 7 – Permit Coordination and Compliance

- Consultant shall assist the City of Lomita in acquiring and complying with the necessary permits. Consultant shall contact all necessary permitting agencies to determine permit requirements and permitting fees, and prepare any plans, forms, and documentation requested by the permitting agencies during the permitting process.
- The three storm drains are the property of LACFCD. Thus, for all modifications and refinements to the design, the Consultant shall coordinate closely with LACFCD to ensure all applicable agreements and/or permit provisions are adhered to.

Task 8 – Operation and Maintenance (O&M) Plan

Consultant shall prepare an O&M Plan. The O&M Plan shall address operation and maintenance for diversion structures, debris separating baffle boxes (DSBB), drywells, infiltration gallery, pervious pavement, vegetation, bioretention features, and vector production minimization. Consultant shall submit two (2) hard copy prints and a digital copy to the City for review by the City and the U.S. Army Corps of Engineers. Consultant shall incorporate all comments and shall submit two (2) hard copy prints and a digital copy of the final O&M Plan to the City.

Task 9 – Vector Control Plan

Consultant shall prepare a comprehensive Vector Control Plan. The Consultant shall submit the plan to the Los Angeles County West Vector Control District for review and shall address all comments. Consultant shall submit two (2) hard copy prints and a digital copy to the City for review. Consultant shall incorporate all comments and shall submit two (2) hard copy prints and a digital copy of the final Vector Control Plan to the City.

Task 10 – Monitoring Plan

Consultant shall prepare a Monitoring Plan. The Monitoring Plan shall address monitoring of runoff volume captured and treated by the various project components, measuring the water quality of the runoff that is captured and treated by the water quality components, and measuring pollutant loading by measuring flow and pollutant concentrations in the influent flow to the pretreatment DSBB devices. Consultant shall submit two (2) hard copy prints and a digital copy to the City for review by the City and the U.S. Army Corps of Engineers. Consultant shall incorporate all comments and shall submit two (2) hard copy prints and a digital copy of the final Monitoring Plan to the City.

Task 11 – Traffic Control Plan

Consultant shall prepare and submit traffic control plans as required by the City of Lomita for this Project. Consultant shall follow through with the permitting agencies and make all necessary revisions and resubmittals until submittal is accepted, and all permit(s) are issued.

Task 12 – Safe, Clean Water Regional Program Document Preparation

Consultant shall prepare application and associated documents to request funding for the construction phase of the Project from the Safe, Clean Water Regional Program.

Task 13 – Educational Signage

- Consultant shall design educational signs that identify the project benefits and contain information about stormwater and nature-based treatment alternatives that help keep our waterways clean in a safe, effective manner and that have multiple positive impacts on the environment.
- Educational signage will be placed at the entrance to the parking lot of the infiltration gallery, bus stops on the west and east sides of Narbonne Avenue just north of the intersection with Lomita Boulevard, bike locking stations, and strategic locations where additional bioretention facilities are proposed. Consultant shall determine specific placement of the signage and submit to the City for approval.

Task 14 – Field Survey

- Consultant shall determine if a comprehensive topographic survey of the proposed project limits and surrounding areas is required; if so, include this in the scope of work.
- Survey shall be performed by a California licensed Land Surveyor to locate appurtenances including but not limited to parcel lot boundaries, survey monuments, storm drains/catch basins, manholes, utilities, hydrants, valves, meters and meter boxes, curb and gutter, trees, power poles, edge of pavement, street centerlines, sidewalks, driveway approaches, service laterals, and project limits plus a minimum 60 feet beyond the project limits.
- Consultant shall locate all centerline monuments and ties during the design stage. The findings shall be incorporated into the contract documents. The City's practice is to include a construction contract bid item to re-establish all disturbed monuments, as required by State law.

Optional Tasks

The following are Optional items of work that shall not be started without authorization from the City of Lomita. The City reserves the right to exercise its option to remove or proceed with the following tasks.

Optional Task 15 – Bidding and Construction Support

- Consultant shall provide professional support during bidding process and construction activities. Consultant shall perform the following, but not limited to the following:
 - 1) Coordinate bid issuance dates, times and places with the City of Lomita.
 - 2) Conduct a Pre-Bid and Pre-Construction meeting at a date, time, and place set by the City of Lomita. Consultant shall:
 - a) Instruct prospective bidders and suppliers to the types of information required by the contract documents and the format in which the bids should be presented.

- b) Review special project requirements and contract documents in general.
 - c) Prepare agendas and meeting minutes.
 - d) Receive requests for interpretations, which will be answered by addendum.
- 3) Consultant shall assist the City of Lomita with bid openings, answer questions as appropriate during the bid, make preliminary tabulation of bids, and review questionnaires and bids for completeness.
- 4) Consultant shall review construction submittals, respond to Requests for Information (RFI's) and assist in cost estimate and analysis for any Change Orders issued during construction.
- 5) If additional funding is acquired, a third party will be involved in this process.

Optional Task 16 – As-Built Plans

At the completion of construction, Consultant shall coordinate with the construction management team to obtain a set of plans that are marked-up by the contractor, accurately showing what was built, and to transfer that information to the as-built plans.

SECTION IV SELECTION OF CONSULTANTS

All proposals will be evaluated by a City of Lomita Selection Committee (Committee). The Committee may be composed of City of Lomita staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Lomita Project Manager only.

The selection committee will review the submitted proposals according to the below evaluation criteria and weighting factors. The committee will then establish a shortlist based on the highest ranked proposals. The qualified consultants on the shortlist will be interviewed.

After the interview, the committee will reestablish a final ranking of the highest ranked consultants. The highest ranked consultant will be selected for the project. Cost proposals for all qualified consultants will be opened and used to begin negotiations, however, with the highest ranked consultant. If an agreement on fees cannot be reached, then negotiations will proceed to the second highest qualified consultant, and so on and so forth until a final agreement is reached with a consultant.

The proposals will be evaluated based on the following:

A. PROFESSIONAL QUALIFICATIONS - 20 points

Identify individuals who will be assigned to this project by name, title and their role on this project. Indicate which of these individuals you consider key to the successful completion of the project. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-consultants shall be included.

B. PAST EXPERIENCE WITH SIMILAR PROJECTS - 30 points

The written proposal must include a list of specific experience in the project design area and indicate proven ability in designing similar projects for the firm and the individuals to be assigned to the project. Experience in bioretention projects, drywell design projects, infiltration gallery design projects, projects utilizing pervious pavement, relevant stormwater and hydrogeological work, stormwater monitoring and sampling, similar municipal stormwater projects and regulatory compliance is highly desirable. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A complete list of client references must be provided for similar projects completed within the last five to seven years. It shall include the firm's/agency's name, address, telephone number, project title, and contact person.

C. PROPOSED WORK PLAN – 40 points

A detailed work plan is to be presented and should outline the overall project understanding, approach, and list all tasks determined to be necessary to accomplish the overall scope of the project. The work plan shall include, but is not to be limited to, the objectives/tasks listed in Section III of the RFP. The work plan shall define resources needed for each task (title and labor hours) and staff persons completing the project element tasks. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

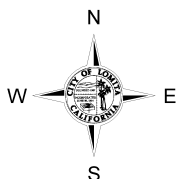
D. FEES - 10 points

Submit a fee schedule in a separate sealed envelope with proposal. Fee schedule shall clearly identify each task, number of hours assigned to each task, name and title of individual assigned to each task, hourly rate of each individual, and total hours and total dollar amount for the project.

E. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

ATTACHMENT - A GENERAL CITY MAP



ATTACHMENT - B
PROFESSIONAL SERVICES AGREEMENT
(SAMPLE)



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND NAME**

This AGREEMENT for Description is entered into this ___ day of ___ 20___, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and NAME ("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 Description.
- 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 \$xxx,xxx.xx, 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 xx% of these estimated costs, or up to \$xx,xxx.xx, for unexpected contingencies, or a total, not-to-exceed amount of \$xxx,xxx.xx. If CONTRACTOR incurs expenses exceeding its estimated costs of \$xxx,xxx.xx, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, for CONTRACTOR to receive compensation for those costs.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

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

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

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

6. KEY PERSONNEL. CONTRACTOR's key person assigned to perform work under this Agreement is Name(s). 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 DATE, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
 - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available

- to interested parties upon request and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. **Registration/DIR Compliance.** If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. **Labor Certification.** By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.
- D. **Employment of Apprentices.** CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. **CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7.** Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money

that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

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

14. TERMINATION.

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

15. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State

of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 19, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employees while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
18. **AUDIT OF RECORDS.**
- A. THE CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. INSURANCE REQUIREMENTS.

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

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

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of

California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

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

- F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
21. **USE OF OTHER CONTRACTORS.** THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services 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>Company</u> <u>Address</u>
<u>ATTN: City Manager</u>	<u>ATTN: Signer</u>

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

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.
27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or CITY's obligations under this Agreement.
28. **INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
31. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

37. DISCLOSURE REQUIRED. (CITY and CONTRACTOR initials required at one of the following paragraphs)

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

City Initials _____

Contractor Initials _____

OR

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

City Initials _____

Contractor Initials _____

[signatures on following page]

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

CITY OF LOMITA

CONTRACTOR

Ryan Smoot, City Manager

By:

Signatory, Title

ATTEST:

Kathleen Horn Gregory, City Clerk

XX-XXXXXX

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

CITY COUNCIL

BARRY WAITE
BILL UPHOFF
JAMES GAZELEY
CINDY SEGAWA
MARK WARONEK



ADMINISTRATION

RYAN SMOOT
CITY MANAGER

CITY OF LOMITA

DEPARTMENT OF PUBLIC WORKS

DOWNTOWN LOMITA MULTI-BENEFIT STORMWATER PROJECT

**REQUEST FOR PROPOSAL
ADDENDUM NO. 1**

DATE: November 14, 2023

TO: ALL PROSPECTIVE PARTICIPANTS

SUBJECT: CLARIFICATIONS TO THE REQUEST FOR PROPOSAL

Please note the following changes and/or additions to the Request for Proposal (RFP) for the project indicated above. The bidder shall execute the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the bid.

QUESTIONS

The following are responses to questions received from prospective bidders:

Question 1: Are 11x17 sheets permitted in our response?

Response: [Yes, 11x17 sheets are permitted in your response.](#)

Question 2: It is our understanding that the parking lot used to be an ARCO station. Has there been a clean closure of the site or has remediation taken place? Has the City considered the possibility of "moving" any remaining contaminants (below the depths of removal or treatment if these were performed) as a result of the installation of large infiltration facilities, or is the potential presence of contaminants not considered an issue at the parking lot?

Response: [The City has not identified a clean closure letter nor considered prior site usage in the feasibility study process. Infiltration galleries are generally not recommended for sites with past contamination issues. If the site is infeasible for installation of the infiltration gallery, the design should incorporate whatever is necessary to meet project objectives.](#)

Question 3: Regarding Task 4, is the infiltration testing and reporting to be done according to the County Guidelines provided in GS200.1 (2021)?

Response: Yes, infiltration testing and reporting should be performed in accordance with LA County's GS200.1 (2021) "Guidelines for Geotechnical Investigation and Reporting, Low Impact Development Stormwater Infiltration".

Question 4: Regarding Task 4, are there any plans for geotechnical explorations and/or shallow infiltration testing along Narbonne Street?

Response: The proposal should include all geotechnical testing deemed necessary for this project. The minimum requirements as listed in the RFP do not include geotechnical explorations or shallow infiltration testing along Narbonne Street.

Question 5: Regarding Task 4, it would help to know the approximate locations of the anticipated borings, particularly along Lomita Avenue, since those will determine the extent of traffic control measures required. If adjacent side streets are used, there will be less traffic issues obviously.

Response: The City of Lomita website (<https://lomitacity.com/current-bids-rfps/>) contains the downloadable fact sheet and the downloadable feasibility study under the Engineering Design Services for the Downtown Lomita Multi-Benefit Stormwater Project item. Both of these files contain a figure with the proposed locations of the project's design features. One is included on the following page for reference. As shown in the figure, west of Narbonne Avenue, the proposed location of the first set of dry wells is in the middle section of Lomita Boulevard, primarily in the median. East of Narbonne Avenue, the proposed location of the second set of dry wells is in the driving lanes of the northern section of Lomita Boulevard. One boring and one test drywell should be located along the alignment of the first set of drywells, and one boring and one test drywell should be located along the alignment of the second set of drywells. The proposer should determine the specific locations along the alignment of the borings and drywells based on the locations that will provide the most useful information and avoidance of utilities.

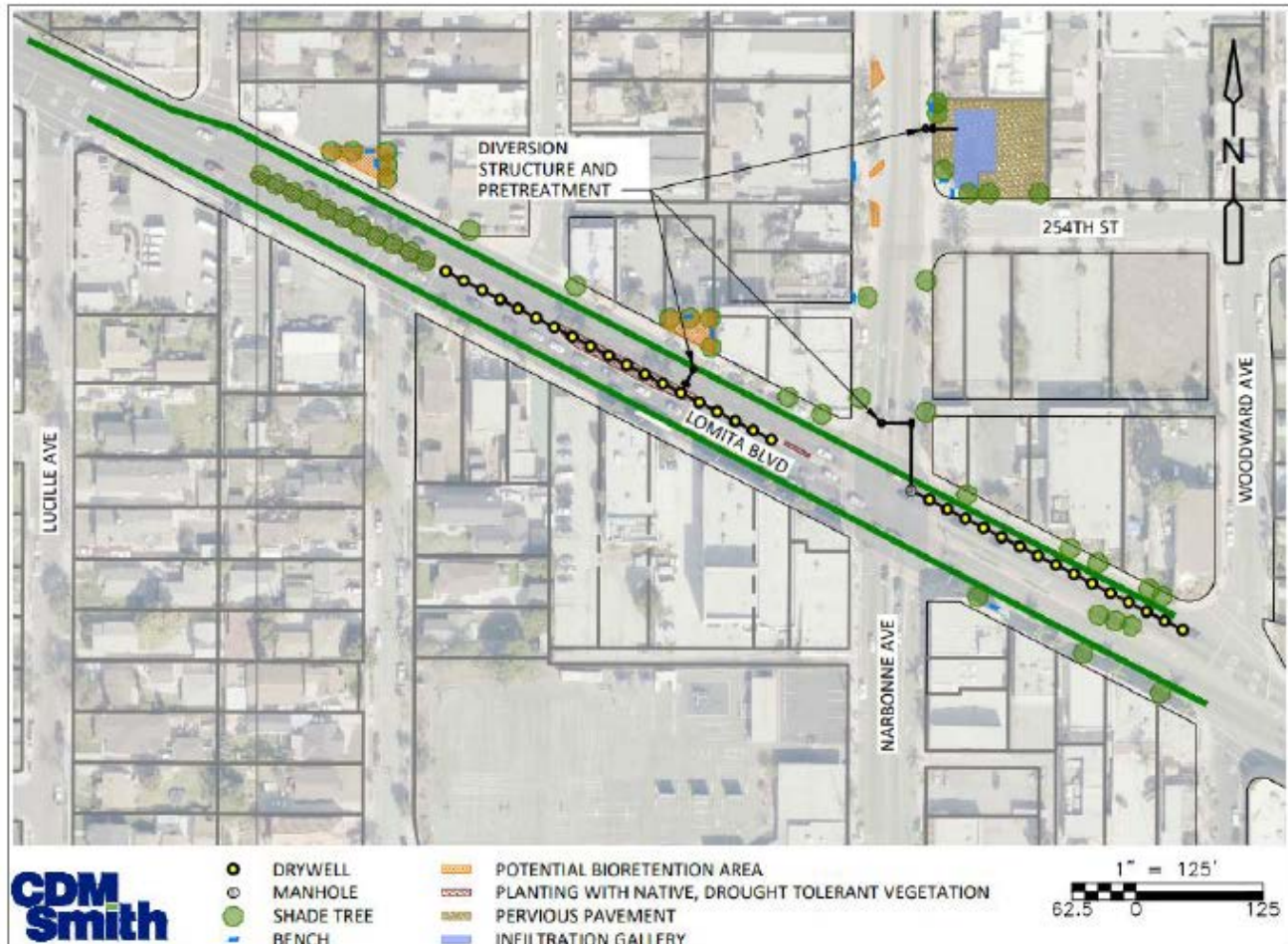


Figure 2-1. Project Schematic

Question 6: Regarding Task 4, will the City require traffic control plans and approval of the plans by their own staff? Or will the City be ok with usage of the WATCH manual to provide traffic control?

Response: Yes, for work on Lomita Boulevard and Narbonne Avenue, the City will require stamped traffic control plans to be submitted to the City for approval. Use of the WATCH manual to provide traffic control will not be sufficient.

Question 7: Regarding Task 4, will the City require encroachment permits or they will be provided to the consultant?

Response: Yes, the City will require encroachment permits; however, these will be No Fee Encroachment Permits. As part of the permitting process, the Consultant will need to provide a business license with the City, documentation of appropriate contractor's licenses, and a certificate of insurance.

Question 8: Regarding Task 4, for the dry well testing access to fire hydrants will likely be required, so the chosen locations (how far they are from fire hydrants) are critical in terms of planning. Will the City provide fire hydrant meters for the dry well infiltration testing?

Response: The City will identify hydrant locations available for use; however, the Consultant must apply and pay for the temporary fire hydrant meter and water use for the project. This is done by filling out an application and bringing it to City Hall along with payment for the associated fees. The fees will be determined based upon the current Master Fee Schedule, available on the City's website, <https://lomitacity.com/citywide-master-fee-schedule/> and water rates: <https://www.lomitawater.com/water-rate-information-2022/>. As of December 4, 2023, the fee includes \$800 deposit, \$77.27 rental, \$380.46 install and removal plus the cost of water. Additional fees apply if the meter needs to be relocated. The Consultant may also use water from a truck that they provide.

Question 9: Regarding Task 4, the RFP mentions for Phase 2 of the geotechnical task, that infiltration testing should be conducted in the deep holes in the area of the dry wells. It also mentions that the tests should be conducted using a constant head. Is there any specified head? Or should the tests be run with a minimum specified head?

Response: The infiltration tests shall follow the percolation testing procedure for the applicable method followed. The method is not specified in this RFP; however, the tests should be run so as to provide results representative of the field-scale drywell conditions. In addition, infiltration tests shall be performed in accordance with LA County's GS200.1 (2021) "Guidelines for Geotechnical Investigation and Reporting, Low Impact Development Stormwater Infiltration".

Question 10: Regarding Task 4, for all the borings in the asphalt sections, are there any specific requirements for finishing the pavement after drilling? Will cold asphalt patches suffice?

Response: Yes, there are specific requirements. Consultant may follow either the Temporary Asphalt Repair detail or the Permanent Asphalt Repair detail on the City's standard detail titled: Trench Backfill & Pavement Repairs. This detail is attached to this addendum as Exhibit B.

Question 11: Regarding Task 4, any requirements to hire a utility locator (Ground Penetrating Radar) for the drilling locations, particularly at the streets? Or will the potholing be performed ahead of time?

Response: No, there are no requirements to hire a utility locator for the drilling locations. If the proposer believes an alternative method can accomplish the same goals as potholing, that would be considered; however, this should be included in the proposal. Potholing will not be performed ahead of time; it is to be performed as a part of this scope of work as indicated in the first bullet item in Task 4.

Question 12: Regarding Task 4, the description of the project indicates that the drywells will be located under Lomita Boulevard. Task 4, Phase 3, mentions two different alignments, is there another street where dry wells are being considered?

Response: No, there is not another street where drywells are being considered. There are two sets of dry wells, both of which run along Lomita Boulevard. One set is located west of Narbonne Avenue, and the second set is located east of Narbonne Avenue. See figure under Question 5.

ADDITIONS

The following are additions to the Request for Proposal.

Addition 1: Add the following optional task.

Optional Task 17 – Additional Engineering Analysis Documentation

During the course of design, additional modeling may be required if design varies from what was presented in initial application to the Safe, Clean Water Program. Documentation for the additional engineering analysis including, at a minimum, reasoning, modeling description, data input, and results, will be submitted to the City for inclusion into the Safe, Clean Water Program's Project Modification Report form.

Addition 2: To Tasks 6.1, 6.2, and 6.3, add the following text.

Pending funding approval, the U.S. Army Corps of Engineers (USACE) will perform reviews of the 60%, 90%, and 100% design submittals concurrently with the City. The City will send a digital copy of the submittals to USACE for review. In addition, USACE comments will be discussed along with the City's comments at the submittal review meetings. Following submittal review meetings, the Consultant shall incorporate the City's and USACE comments into the progress plans. The proposer shall take these reviews into account when preparing the proposal and the fee proposal.

Addition 3: To Task 6, after Deliverables, add the following text.

The USACE review process is detailed and is briefly summarized below.

Summary of USACE Review Process

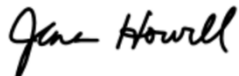
- City will send the digital documents to USACE for review.
- USACE will enter review comments into Design Review and Checking System (DrChecks) over a two- to three-week period and provide the City and Consultant access to the comments.
- Consultant will respond to USACE comments in the DrChecks system.
- Consultant will attend a meeting with the City and USACE to discuss the comments.
- Consultant will incorporate the comments into the progress plans.
- Consultant will send the revised digital documents back to the City who will forward it to USACE for confirmation that USACE comments were addressed.

Addition 4: To Task 1, last bullet, add the following text.

In addition, Consultant shall prepare a Stakeholder and Community Outreach/Engagement Plan and submit to the City. The City will submit the plan to the Safe, Clean Water program as a part of the funding agreement.

Please sign the attached acknowledgement of receipt of Addendum and include the original in the proposal.

Sincerely,

A handwritten signature in black ink that reads "Jenn Howell". The signature is fluid and cursive, with the first name "Jenn" and last name "Howell" clearly distinguishable.

Jenn Howell, P.E.
Associate Engineer

ACKNOWLEDGEMENT OF ADDENDUM

Downtown Lomita Multi-Benefit Stormwater Project

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 November 14, 2023.

ATTEST: _____

Principal: _____

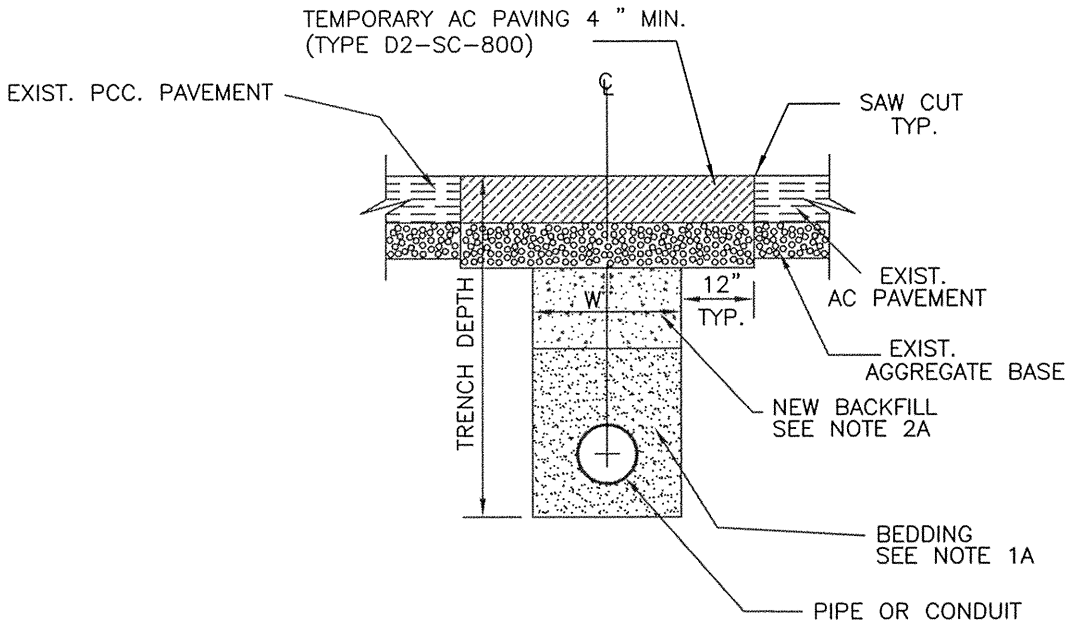
Address: _____

By: _____

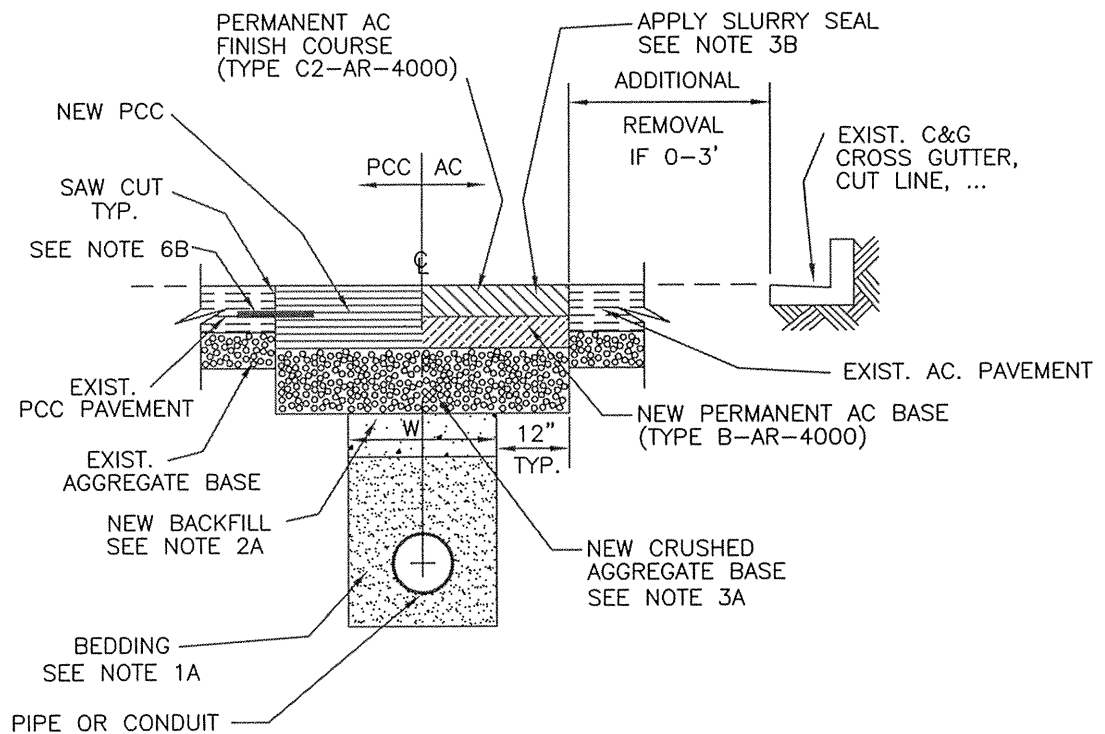
Title: _____

EXHIBIT

TRENCH BACKFILL & PAVEMENT REPAIRS



TEMPORARY ASPHALT REPAIR

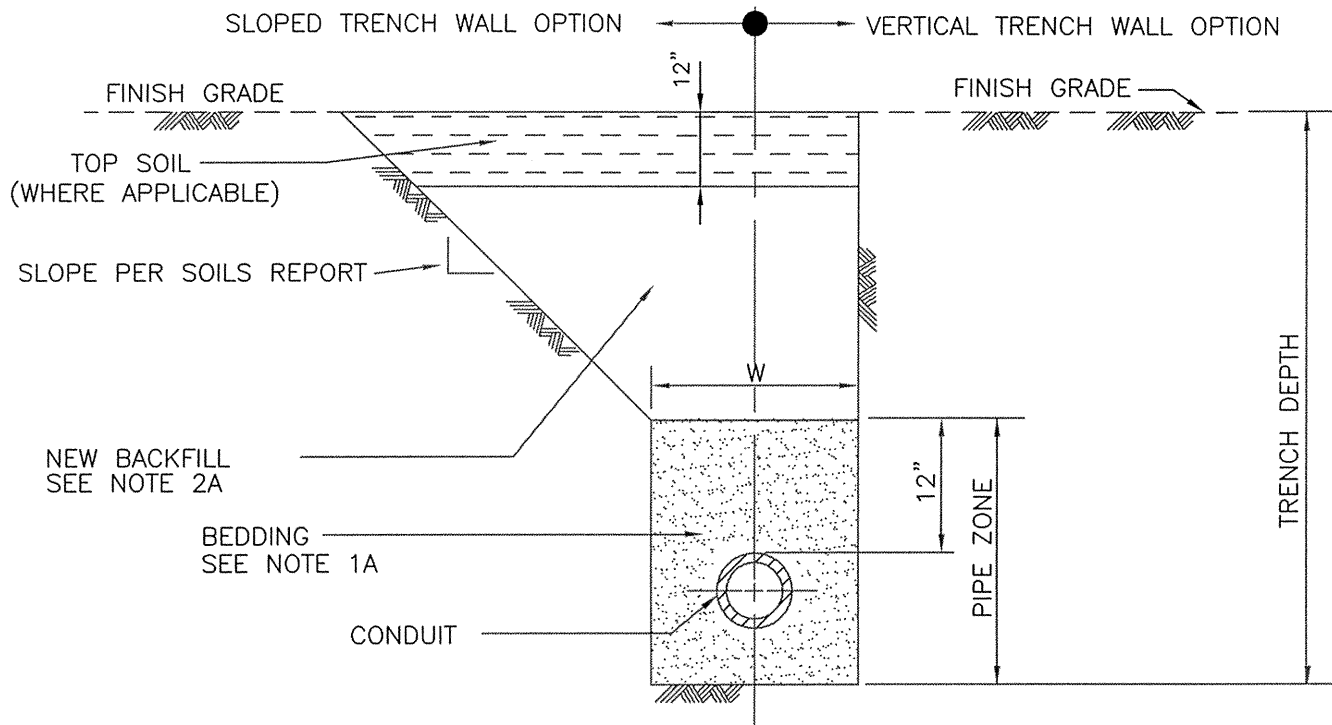


PERMANENT TRENCH REPAIR

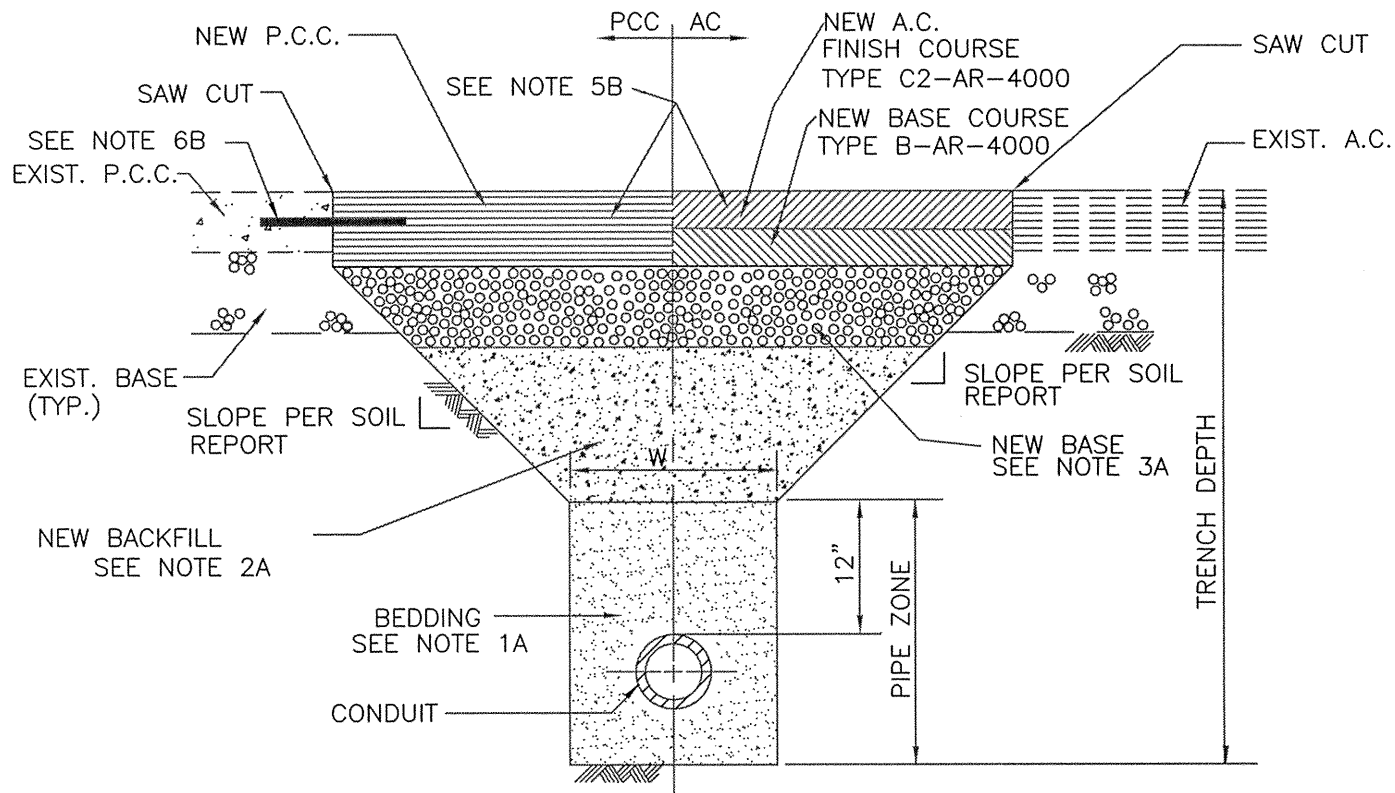
TYPICAL TRENCH SECTION WITHIN ROADWAY
(SEE NOTE 8C FOR EXCEPTION)

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

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



TYPICAL TRENCH SECTION OUTSIDE ROADWAY



TYPICAL TRENCH SECTION WITHIN ROADWAY
SLOPED TRENCH WALL OPTION

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

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

NOTES:BELOW GROUND:

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

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

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

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

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

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

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

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

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

VISIBLE SURFACE:

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

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

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

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

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

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

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

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

METHODOLOGY:

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

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

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

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

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

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

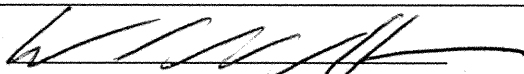
7C. A COLLECTION DEVICE SHALL BE USED TO COLLECT SEDIMENTS GENERATED DURING SAWCUTTING OPERATION.

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

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

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

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

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

Hazen



Proposal for

ENGINEERING DESIGN SERVICES FOR Downtown Lomita Multi-Benefit Stormwater Project

November 21, 2023





November 21, 2023

Ms. Carla Dillon
publicworks@lomitacity.com

RE: Engineering Design Services for Downtown Lomita Multi-Benefit Stormwater Project

Dear Ms. Dillon and Selection Committee Members,

The Downtown Lomita Multi-Benefit Stormwater Project (Project) presents a unique opportunity to improve water quality while beautifying the area for the community.

Key members of our team, including Jennifer Coryell and Andrea Zimmer, assisted the City in conceptualizing this project, developing the Feasibility Study, and presenting the project to the Safe Clean Water Program for successful funding. Principal-in-Charge Lynn Grijalva has worked extensively with the City over many years. Our team has designed thousands of similar projects, and we bring this expertise to you.

Together, our team knows this project, knows Lomita's policies and procedures, and has the experience to deliver something great.

We have developed a three-pronged approach to delivering a design that will meet your water quality and community needs.

- **Engage** – To ensure City staff, stakeholders, and the community get their needs addressed, we will engage early in meaningful discussions.
- **Apply** – We will apply our extensive national and local experience to merge the needs of the community, the regulatory drivers, and water quality goals with future operations and maintenance considerations to develop the optimal path forward.
- **Deliver** – Utilizing our vast suite of available resources, we will efficiently deliver all Scope of Work items. We will reduce surprises and the need to redo work by having anticipated and addressed questions and concerns in the previous steps to allow us to deliver your project on time and within budget.

We are committed to developing an incredible design that will be implementable and maintainable and provide multiple benefits while meeting the needs of your funding sources.

We look forward to continuing our successful relationship with the City. Should you have any questions regarding our proposal, please contact Jennifer Coryell at (213) 234-1098 or jcoryell@hazenandsawyer.com.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Coryell".

Jennifer Coryell, P.E.
Project Manager

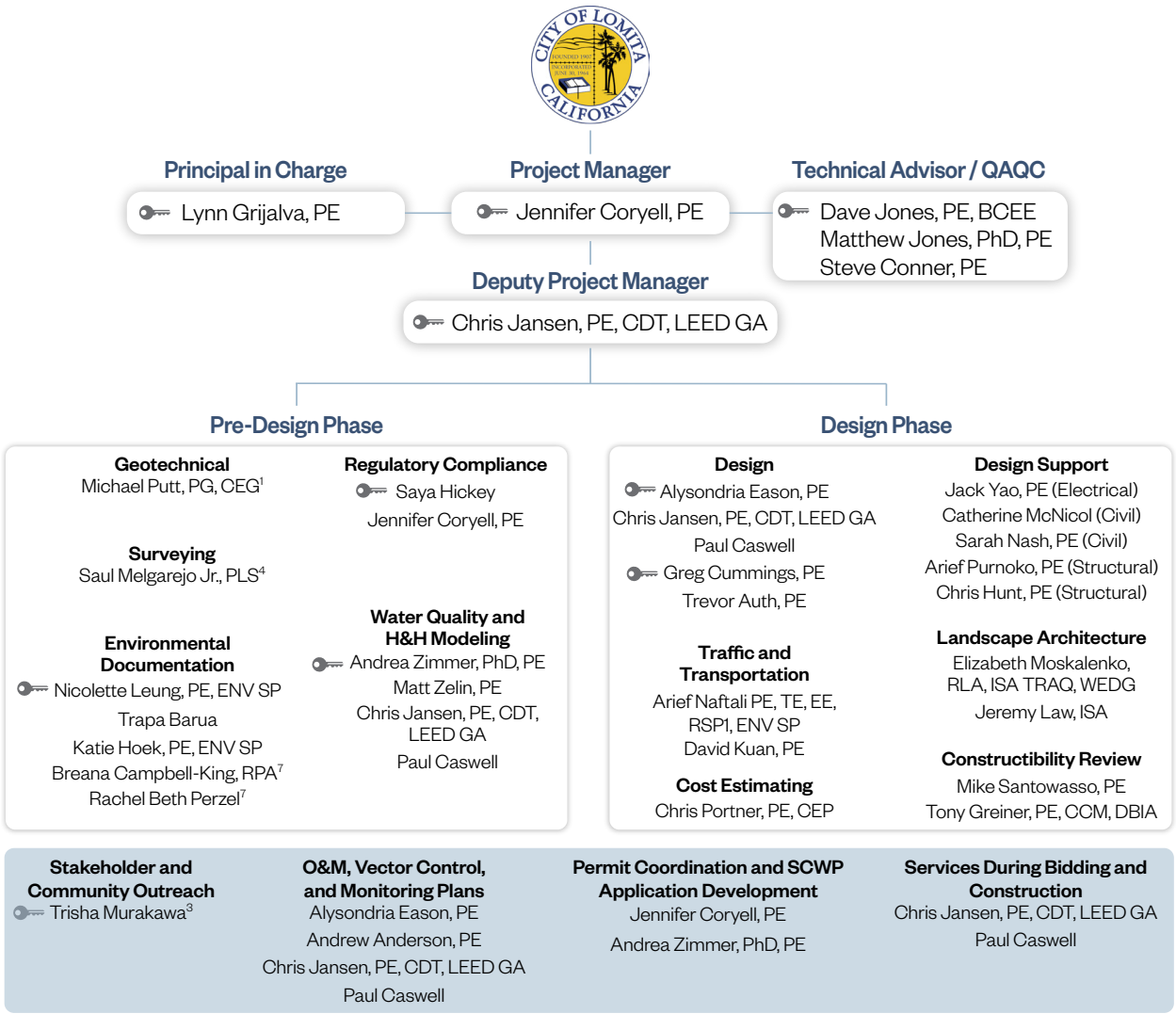
A handwritten signature in black ink, appearing to read "Lynn Grijalva".

Lynn Grijalva, P.E.
Principal-in-Charge

Qualifications and Experience

The success of any project ultimately comes down to the individuals working on it. The Hazen Team has been hand-picked to provide you with top industry experience and expertise. Our team is intimately familiar with your existing facilities. Our managers and engineers have extensive stormwater experience in Southern California and across the nation.

We firmly believe in the importance of clear roles, responsibilities, and open communication. Project manager Jennifer Coryell is your main point of contact and will be responsible for leading our team. Our project manager and principal-in-charge will review all deliverables for quality assurance. We are confident in delivering high-quality work efficiently and look forward to continuing our successful working relationship with Lomita.



Subconsultants

- | | | | | | | |
|--|---|---|---|---|--|---|
| 1. Ninyo & Moore, (Geotechnical), 355 South Grand Ave, Suite 2450, Los Angeles, CA 90071 | 2. Murakawa Communications, (Outreach), 2110 Artesia Blvd., #354, Redondo Beach, CA 90278 | 3. Ultra Engineering Contractors, (Potholing), 36806 Pebley Ct., Winchester, CA 92596 | 4. Calvada Surveying (Survey), 411 Jenks Cir., Ste. 205, Corona, CA 92878 | 5. Psomas (Transportation), 865 South Figueroa Street, Suite 3200 Los Angeles, CA 90017 | 6. Traffic Control Engineering, (Traffic Control), 2687 Saturn St., Brea, CA 92821 | 7. Rincon Consultants, (Archaeologist), 250 E 1st Street, Ste 1400, Los Angeles, CA 90012 |
|--|---|---|---|---|--|---|

Key Personnel

**Due to page limits indicated in the RFP, staff bios are included in lieu of resumes. Full resumes available upon request.*

Jennifer Coryell, PE PROJECT MANAGER

Jennifer will serve as Project Manager and will be the primary point of contact for the City.

Jennifer will be responsible for schedules and budgets, providing technical advisory services, coordinating the project team, and ensuring all project deliverables undergo Hazen’s QA/QC process. Jennifer has 19 years of experience planning and designing stormwater projects. She prides herself on creating seamless teams, where open communication and collaboration bring the highest level of work to the client. Jennifer is excited to work closely with Lomita on making this an exceptional project.

Benefit to Lomita

Jennifer helped develop this project and understands the City’s water quality requirements and the importance of designing a project with multi-benefits that is constructable and maintainable.

Relevant Projects

- Feasibility Study for the Downtown Lomita Multi-Benefit Stormwater Project, Lomita, CA
- Los Angeles County Drywell Design, 54th Street, Los Angeles CA
- Machado Lake Optimization, Los Angeles CA



Education

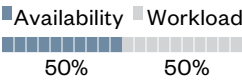
MA, Public Policy and Public Administration
BS, Civil Engineering

Experience

- 19 Total Years
- 1.5 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA, IL



Lynn Grijalva, PE PRINCIPAL IN CHARGE

Lynn leads teams of project managers, engineers, and scientists to develop and deliver strategic water programs.

Lynn is a familiar face you have worked with and know will keep your project running smoothly. As PIC, she will be dedicated to ensuring the right resources are available for the project, periodically check in with Lomita to ensure that Hazen staff are meeting the City’s expectations on project deliverables. Lynn specializes in projects involving holistic planning and design of Southern California area groundwater, recycled water, wastewater, stormwater and surface water with an emphasis on climate resiliency and community impacts.

Benefit to Lomita

Lynn has been working with the City for over a decade and understands your policies and procedures, and is committed to ensuring the project runs as smoothly as our previous projects with the City. She is a former WEFTEC Stormwater Symposium Chair.

Relevant Projects

- Cypress treatment upgrade design and full-scale testing, Lomita, CA
- Biological and Advance Treatment at JWPCP, Los Angeles County Sanitation Districts, Carson, CA
- Washoe County Regional Water Planning Commission, stormwater capture, Washoe County, NV



Education

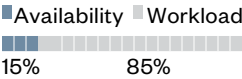
MS, Civil Engineering
BS, Civil Engineering

Experience

- 43 Total Years
- 12 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA



Chris Jansen, PE DEPUTY PROJECT MANAGER

Chris will assist Jennifer in managing the project, and will be heavily involved in the project design.

Chris has a wealth of experience in stormwater projects from design through post-construction optimization. His understanding of all phases enables him to streamline projects, preventing issues during construction and ensuring project longevity. His experience includes dozens of design projects, including multiple SCWP projects, improving storm drains and pump stations, modeling hydraulics and hydrology, producing construction plan sets, preparing project specifications, and estimating costs. With Chris on your team, you can be confident that your project will be a success from start to finish.

Benefit to Lomita

Chris will leverage his design experience from multiple other regional storm-water capture projects in Los Angeles County that involved infiltration, treatment, and use for irrigation, and green streets design elements.

Relevant Projects

- Caruthers Park Stormwater and Urban Runoff Capture Project (includes infiltration and stormwater treatment for on-site irrigation), City of Bellflower, CA
- Merced Avenue Greenway Project (assisted with the SCWP application, and the project included a ton of green streets elements), South El Monte, CA
- Machado Lake Optimization, assessment and design lead, Los Angeles, CA

Dave Jones, PE TECHNICAL ADVISOR / QA/QC

Dave will provide review of deliverables and expert guidance across the project tasks.

Dave has 41 years of experience in wastewater, recycled water, stormwater, and drinking projects and has spent the last 25 years specializing in wastewater, stormwater, and conveyance engineering throughout the state of California. He provides technical and management capabilities to work in collaborative settings involving complex projects and community interests. He brings experience successfully delivering a wide variety of projects from initial planning through design, construction, and operation.

Benefit to Lomita

Dave has spent the last 20 years supporting stormwater programs and projects. He has a wide variety of experience in regulatory agency compliance and community stakeholder collaboration.

Relevant Projects

- Temescal Canyon Stormwater Best Management Practice (BMP) Project Optimization, City of Los Angeles Bureau of Sanitation, CA
- Hollenbeck Park Lake Rehabilitation and Stormwater Management Project, City of Los Angeles, Bureau of Sanitation, CA



Education

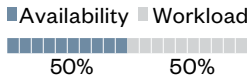
MS, Civil/Environmental Engineering
BS, Civil/Environmental Engineering

Experience

- 7 Total Years
- 1 Years with Hazen

Certification/Licenses

Professional Civil Engineer: CA
Construction Documents Technologist: National Certification
LEED® Green Associate: Nationwide Certification



Education

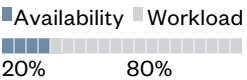
MS, Civil/Environmental Engineering
MBA
BS, Civil Engineering

Experience

- 41 Total Years
- 6 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA, NV
Board Certified Environmental Engineer



Alysondria Eason, PE DESIGN LEAD

Alysondria’s commitment to excellence and results-driven approach make her the right choice for design lead.

Alysondria is committed to improving water resources by implementing effective stormwater management strategies. As a leader in green infrastructure and stormwater Best Management Practices (BMPs), she has been instrumental in designing numerous stormwater capture projects across the United States including New York City, Philadelphia, Atlanta, and San Francisco. She is skilled in communicating and coordinating with clients to ensure the success of stormwater projects. She is highly effective in managing projects and delivering outstanding results.

Benefit to Lomita

Through her work across the nation, Alysondria has gained valuable experience on the challenges found working in dense urban areas with concerns related to traffic, utilities, and contamination from past use.

Relevant Projects

- Coney Island Right-of-Way Green Infrastructure, NYC EDC & NYODEP, New York, NY
- Green Infrastructure Area Opportunity Analysis, Philadelphia Water Department, Philadelphia, PA

Andrea Zimmer, PE WATER QUALITY AND H&H MODELING

Andrea will bridge her prior experience with Lomita and her expertise with water quality analysis and modeling, to ensure this Project is meeting all City and regulatory goals during design.

Andrea has spent a decade developing software models that simulate long-term water supply for urban agencies in the southwest US. Her models quantify regulatory and climate changes to imported supplies and local water sources. She developed stormwater modeling tools to help reduce greenhouse gas emissions and urban heat island impacts. Andrea worked with Orange County to develop PCSWMM models for four watersheds, evaluated stormwater management projects, and generated runoff parameters for the BMPs in the OC Stormwater Tools inventory. Her expertise will be an asset to the City of Lomita.

Benefit to Lomita

Andrea knows the project and was a part of its development. She completed all modeling for Lomita during the Feasibility Study phase and will bring that knowledge to the project, easily updating it to represent any new layout.

Relevant Projects

- Feasibility Study for the Downtown Lomita Multi-Benefit Project, Lomita, CA
- Watershed Integrated Strategic Plan (WISP), Los Angeles Sanitation, Los Angeles, CA
- Water Integration Tool, Los Angeles Sanitation, Los Angeles, CA



Education

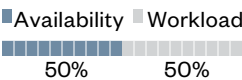
MS, Biological and Agricultural Engineering
BS, Biological Engineering

Experience

- 10 Total Years
- 10 Years with Hazen

Certification/Licenses

Professional Civil Engineer, NC, NY



Education

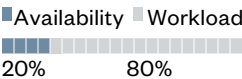
PhD, Civil/Environmental Engineering
MA, Civil/Environmental Engineering
BS, Civil/Environmental Engineering

Experience

- 10 Total Years
- 1 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA



Saya Hickey, PE, ENV SP REGULATORY COMPLIANCE

As a former leader in Tennessee’s Water Program, Saya has a keen understanding of the stressors on urban drainage systems and surface waters.

Saya brings 35 years of experience in water quality and watershed planning, wastewater and stormwater regulation, and engineering design review and approval. Her expertise includes developing holistic strategies for improving water quality and effective stormwater management practices. Since joining Hazen, she has worked with MS4 clients and gained experience in identifying solutions for localized flooding, designing stormwater control measures, assessing stormwater infrastructure, and establishing action plans and program implementation. Saya’s project experience and expertise in stormwater management can help municipalities reduce stormwater impacts and improve water quality.

Benefit to Lomita

Saya is a leading regulatory and permitting expert. She use her extensive national experience and knowledge of regulatory programs to optimize stormwater solutions.

Relevant Projects

- Regulatory/Water Quality Planning Services, Murfreesboro Water Resources Division (MWRD), Murfreesboro, TN
- Memphis Beltline Green Infrastructure Project Suite Liberty Bowl Southwest Detention

Nicolette Leung, PE, ENV SP
ENVIRONMENTAL DOCUMENTATION

Nicolette has in-depth knowledge of CEQA requirements and environmental agency coordination to efficiently guide our Team and the City through the process.

Nicolette is an environmental documentation professional supporting projects across the nation, from New York City to Los Angeles. She understands the regulations and procedures and will bring that experience to Lomita.

Benefit to Lomita

Nicolette brings years of experience developing CEQA and NEPA documentation and will lead our team of experts to execute the work. She recently completed work for the City of Los Angeles at Hollenbeck Park.

Relevant Projects

- East Side Coastal Resiliency Project – Environmental Planning and Permitting, NYCDDC, New York, NY
- Hollenbeck Park Lake CEQA documentation, Los Angeles, CA
- Initial Study/Mitigated Negative Declaration (IS/MND), City of Banning, CA

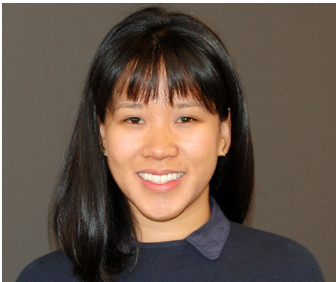
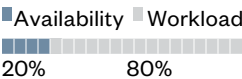


Education
BS, Chemistry

Experience

- 35 Total Years
- 11 Years with Hazen

Certification/Licenses
Professional Civil Engineer, TN, KY, NY, MN

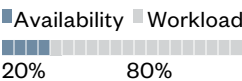


Education
BS, Civil Engineering

Experience

- 15 Total Years
- 9 Years with Hazen

Certification/Licenses
Professional Civil Engineer, NY
Envision Sustainability Professional



Gregg Cummings CIVIL DESIGN

Gregg will use his experience working along side other California public agencies, to help our team see this project through the lens of the City and reduce errors.

Gregg’s extensive experience as a civil engineer has honed his skills in designing and supporting stormwater, water, wastewater, and recycled water projects, as well as general civil engineering design. He is particularly adept at structural design and project management, consistently delivering successful outcomes for complex projects from planning to operation.

Benefit to Lomita

With extensive experience in planning, design, and construction support, he will make sure your project is complete, constructible, and biddable.

Relevant Projects

- Green Infrastructure Project, San Francisco Public Utilities Commission, CA
- Resilience Planning Support, San Francisco Public Utilities Commission, San Francisco, CA
- PFAS Design-Build Groundwater Treatment System Expansion, Monterey Park, CA

Trisha Murakawa, PE STAKEHOLDER AND COMMUNITY OUTREACH

Trisha will skillfully lead the development and implementation of the community outreach plan.

Trisha is a trusted expert with over 25 years of experience in solving complex challenges in construction, transportation, water management, and community planning. Her invaluable skills in project management, strategic planning, and effective communication make her the go-to professional for engaging with diverse audiences and ensuring clear and effective communication. She is currently working with Hazen on the Machado Lake Optimization Project for the City of Los Angeles.

Benefit to Lomita

Trisha’s extensive experience in leading community outreach efforts has resulted in a proven track record of success. Her strong relationships and valuable insights will be an asset to the City.

Relevant Projects

- LA County Department of Public Works & LA County Flood Control District, Safe Clean Water Program Metrics & Monitoring Study, Los Angeles, CA
- LA Sanitation & Environment San Fernando Green Streets Projects, Los Angeles, CA



Education

MS, Environmental/Structural Engineering

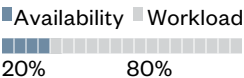
BS, Civil Engineering

Experience

- 37 Total Years
- 4 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA, OR, NY

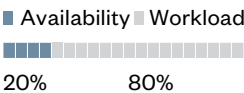


Education

BA, Sociology

Experience

- 22 Total Years
- 22 Years with Murakawa



Relevant Projects

We are familiar with the challenges Lomita faces developing an urban project in the downtown area where traffic, utility crossings, business impacts, and soil considerations must be evaluated to develop an implementable and maintainable project providing multiple benefits.

Hazen has designed thousands of green infrastructure projects across the nation, including here in California. We have helped agencies navigate a wide range of challenges that could arise during design and construction and we are ready to bring that knowledge to Lomita. Below please find select example projects.



Hazen led the study and design of improvements to the stormwater best management practices (BMP) project for LASAN as a subconsultant. The Project diverts runoff from the Temescal Canyon Storm Drain to improve overall water quality at Temescal Canyon/Will Rogers State Beach and to help comply with the Santa Monica Bay Beaches Bacteria (SMBBB) TMDL for coliform bacteria.

The Project was designed and constructed in two phases: Phase I was designed and constructed to divert water through pre-treatment to a storage tank to then discharge to the Hyperion Water Reclamation Plant (WRP). Phase I included construction of the underground storage tank at Temescal Canyon Park as well as associated hydraulic features, a park restroom, and playground. Phase II was designed and constructed to treat the water in the storage tank for park irrigation. Phase II included the chlorination treatment system, irrigation system, and treatment building.

Hazen conducted a detailed assessment of the Phase I and II facilities including their operational performance. The assessment included a detailed hydraulic analysis to correct deficiencies that prevented proper operation and maintenance of the BMP facility. Hazen prepared a technical memorandum that details the optimization adjustment activity recommendations for the Project. The recommendations included replacement of key components of the Phase I and II projects to make sure that the two phases were properly integrated so that the BMP facility overall would perform as desired by LASAN. Hazen produced construction documents to implement the recommended improvements.

Client Contact:

Ida Meisami
City of Los Angeles Bureau of
Sanitation and Environment
(562) 882-1294
Ida.Meisami@LAcity.org

Team Member Involvement:

Dave Jones, PIC; Chris
Jansen, Lead Designer

Benefit to Lomita:

- ✓ Public Agency
- ✓ Permitting
- ✓ Stormwater Capture
- ✓ Community Outreach



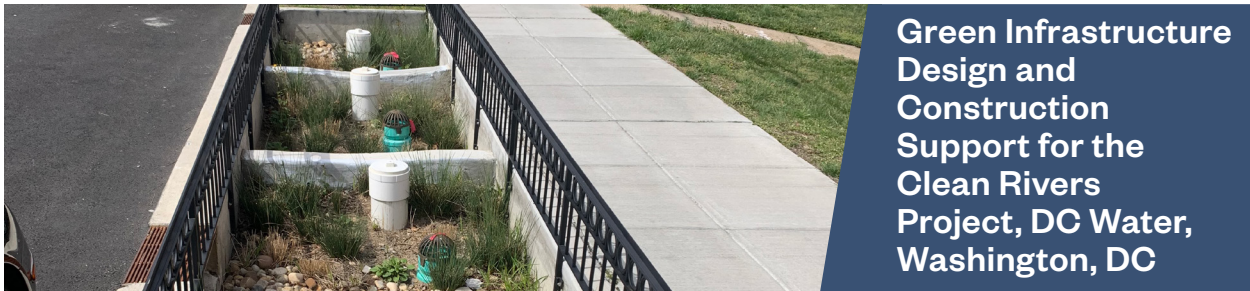
Right-of-Way Green Infrastructure, NYC EDC, NY

Building on more than 10 years of ROW green infrastructure implementation efforts in NYC, Hazen led the design of ROW GI within a 574-acre area to help support timely compliance with consent order milestones to reduce combined sewer overflows and improve water quality within NYC’s waterbodies. The project involves detailed hydraulic analysis, site walkthroughs, an in-depth geotech investigation program, design, and design services during construction, as well as extensive interagency coordination and overall project management. Design was split across 5 design packages for over 1000 right-of-way GI assets and will be bid as 2 separate construction contracts. GI designs include ROW bioswales, infiltration basins and stormwater greenstreets.

Client Contact:
Jennifer Cass
NYC Economic Development Corporation
(212) 312-3865
jcass@edc.nyc

Team Member Involvement:
Alysondria Eason, Deputy PM

- Benefit to Lomita:**
- ✓ Public Agency
 - ✓ Permitting
 - ✓ ROW Green Infrastructure Design
 - ✓ Stormwater Capture
 - ✓ Community Outreach



Green Infrastructure Design and Construction Support for the Clean Rivers Project, DC Water, Washington, DC

Hazen has worked closely with DC Water’s Clean Rivers Project (DCCR) to develop and advance the green infrastructure program through a wide array of planning, design, and program management services. These efforts are in support of DC Water’s amended CSO consent order and have included DC Water’s first area-wide implementation of green infrastructure. Hazen analyzed GI opportunities and developed designs throughout the DC urban environment, addressing constraints like existing infrastructure, trees, and complex historical and cultural resources. Designs included permeable alleys, parking lane permeable pavement, curb-side bioretention, and bump-out bioretention. Hazen was engaged throughout construction, serving as the owner’s representative, including oversight of a robust functional testing program to ensure GI performance prior to final acceptance.

Client Contact:
Seth Charde, PE
Green Infrastructure Manager
(202) 787-4730
Seth.Charde@dcwater.com

Team Member Involvement:
Matthew Jones, PM;
Alysondria Eason,
Project Engineer

- Benefit to Lomita:**
- ✓ Public Agency
 - ✓ Permitting
 - ✓ ROW Green Infrastructure Design
 - ✓ Stormwater Capture
 - ✓ Community Outreach



Green Infrastructure Project, San Francisco Public Utilities Commission, CA

Hazen supported SFPUC Urban Watershed Management Program (UWMP) staff in 2019 with the ongoing project review implementation for parcel and/or redevelopment projects that trigger compliance with the SMO, and to launch its SMR Inspection Program. Hazen staff reviewed new infill and redevelopment projects Stormwater Control Plans (SCPs), redevelopment project submittals, plans, and specifications, and communicated written comments, feedback, and requests for supplemental information. Hazen is also verifying compliance with the SMO through field inspections to meet the inspection requirements included in the Post-Construction Stormwater Management Program of the Phase II NPDES Permit as reflected in the SMR.

Client Contact:

Andrew Corrales
Urban Watershed
Planning Division - San
Francisco Public Utilities
Commission, 415.554.3155;
acorrales@sfgwater.org

Team Member Involvement:

Gregg Cummings, PM

Benefit to Lomita: ✓ Public Agency ✓ Stormwater Capture
✓ ROW Green Infrastructure Design



Right-of-Way Green Infrastructure Design, PWD, Philadelphia, PA

Hazen worked with the Philadelphia Water Department to plan and design right-of-way rain gardens, planters, bumpouts and infiltration trench systems to manage impervious stormwater runoff. Designs promote implementation of green infrastructure systems to help meet milestones for the Green City, Clean Waters program. The Hazen team coordinated and analyzed subconsultant deliverables for baseplan development and geotechnical investigations. We developed hydraulic and hydrologic calculations, basis of design reports, drainage area maps, design plan sets, and cost estimates and coordinated with landscape architects to develop landscape plans to improve aesthetics within the City. Hazen effectively communicated with inter-agency departments and local stakeholders regarding GI placement and impacts to ADA ramps and existing infrastructure. Hazen continues to work with the City as additional design priority areas are identified.

Client Contact:

Jillian Simmons, PE
PWD Director Green
Stormwater Infrastructure
Unit
(215) 685-4963
Jillian.Simmons@phila.gov

Team Member Involvement:

Alysondria Eason,
Lead Project Engineer;
Matthew Jones, QC Lead

Benefit to Lomita: ✓ Public Agency ✓ Stormwater Capture
✓ Permitting ✓ Community Outreach
✓ ROW Green Infrastructure Design

List of Client References

	Project Name	Client	Project Completion	Client Contact	Title	Agency	Phone Number	Email Address
Hazen	Temescal Canyon Park Stormwater	LASAN	Dec 2022	Ida Meisami	Senior Civil Engineer	City of Los Angeles Bureau of Sanitation and Environment	(562) 882-1294	ida.meisami@Lacity.org
Hazen	Right-of-way Green Infrastructure	NYC EDC	June 2023	Jennifer Cass	Senior VP of Capital Program	NYC Economic Development Corporation	(212) 312-3865	jcass@edc.nyc
Hazen	Green Infrastructure Design and Construction Support for the Clean Rivers Project	DC Water	On-going	Seth Charde	Green Infrastructure Manager	DC Water	(202) 787-4730	Seth.charde@dowater.com
Hazen	Green Infrastructure Requirements Project Review Support	SFPUC	On-going	Andrew Corrales	Junior Administrative Assistant	Urban Watershed Planning Division - SFPUC	(415) 554-3155	acorrales@sflower.org
Hazen	Philadelphia Water Right-of-way Green Infrastructure	PWD	On-going	Jillian Simmons	Director of Green Stormwater Infrastructure	Philadelphia Water Department	(215) 685-4963	jillian.simmons@phila.gov
Hazen	NYC Green Infrastructure on Parks	NYC DEP	On-going	John McLaughlin	Managing Director	Bureau of Environmental Planning & Analysis - NYC DEP	(718) 595-4458	johnm@dep.nyc.gov
Hazen	Raleigh Green Stormwater Infrastructure	City of Raleigh	December 2021	Heather Dutra	Water Quality Supervisor	City of Raleigh Stormwater	(919) 996-4012	heather.dutra@raleighnc.gov
Ninyo & Moore	Drywell infiltration for the Slauson Alley and 54th Street Alley, Mayflower Village, Factor Avenue, and San Pedro Street Projects	CDM Smith	Geotechnical scope was completed in April 2022	Russell Vadenais	Water Resources Engineer	County of Los Angeles Department of Public Works	(530) 582-2232	vadenaisrh@cdmsmith.com
Ninyo & Moore	Drywell infiltration for the Baldwin Vista (Coliseum Street), Imperial Highway, and Sylmar Channel Projects	Carollo Engineers	Geotechnical scope was completed in October 2022	Matthieu Roussillon	Los Angeles Office Manager / Vice President	LA Sanitation and Environment	(213) 279-3318	mroussillon@carollo.com
Psomas	Cordova Street Multi-Modal Improvements: Lane reconfiguration along Cordova between Fair Oaks and Hill Street to accommodate new bicycle lanes, pedestrian facilities and improve safety	City of Pasadena	October 2021 (Design)	Brent Maue	Assistant City Engineer	City of Pasadena	(626) 744-4307	bmaue@cityofpasadena.net
Psomas	Colima Road Rehabilitation: Pavement reconstruction of 1.5-mile of Colima Road	City of Whittier	October 2022 (Construction)	Michelle Chapman	Senior Civil Engineer	City of Whittier	(562) 567-9505	mchapman@cityofwhittier.org
Murakawa	Safe Clean Water Program Metrics and Monitoring Study	LA County Flood Control District/LA County Department of Public Works	On-going	Kirk Allen	Senior Civil Engineer	District/LAC DPW	(626) 456-4331	kallen@dpw.lacounty.gov
Murakawa	Clean Water (Wastewater) Program	LA Sanitation & Environment	On-going	Tonya Shelton	Director, Public Information	City of Los Angeles, Department of Public Works Bureau of Sanitation	(213) 4855303	tonya.shelton@lacity.org

Scope of Work and Project Approach

Project Understanding

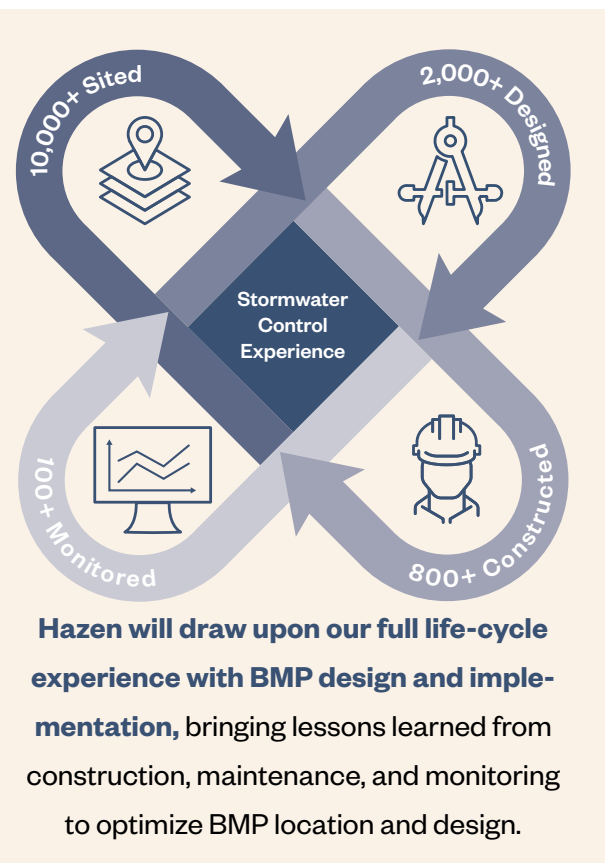
The City is responsible for achieving compliance with the Regional Municipal Separate Storm Sewer (MS4) National Pollution Discharge Elimination System (NPDES) Permit. The Permit includes water quality objectives and a timeframe permittees must abide by to achieve those objectives. As a Domingues Channel Watershed Management Group (DCWMG) member, the City participated in developing the 2021 Watershed Management Plan (WMP). The WMP specified that the City must develop projects to manage 51 acre-feet of stormwater based on the 85th percentile design storm (24-hour volume) to meet Total Maximum Daily Loads (TMDLs), including TMDLs for Machado Lake trash, nutrients, pesticides, and PCBs, which have deadlines that have passed. While the City is involved in other regional projects, this Project is critical to meeting the requirements.

In addition to the regulatory deadlines, the project must meet the requirements of its funding sources, the County of Los Angeles Safe, Clean Water Regional Program (SCWP) for the design phase, and potential funding from the U.S. Army Corps of Engineers (USACE) through the Section 219 General Environmental Infrastructure Program. ***The Hazen team understands the urgency of completing this project on time and within budget. We are committed to prioritizing this project by assigning ample resources to ensure its success.***

The City is planning to seek SCWP funding for the construction project. To receive competitive scores during consideration, projects must provide multiple benefits to the community. The Hazen team will work towards incorporating community benefits into the design, taking cues from the Feasibility Study, and conducting outreach to ensure the community's needs are met. ***The team is dedicated to designing a project that will maximize the Project's score and competitiveness.***

Based on this understanding we are committed to developing a design that:

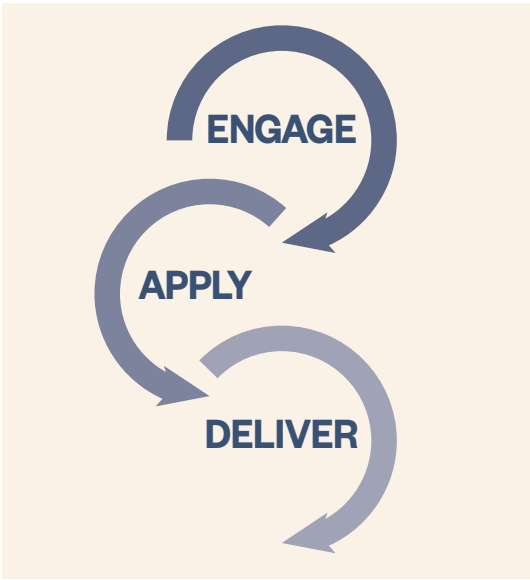
- Maximizes water quality improvement in the most cost-effective manner to help the City meet its MS4 Permit requirements.
- Is constructable and limits negative impacts to the community.
- Prioritizes a design that is maintainable in the most efficient and cost-effective manner using standard maintenance equipment, limited confined space entry, and the least amount of risk.
- Incorporates the needs of the community based on discussions with residents and community leaders.
- Meets all permitting requirements (local, state, and federal).



Our team is committed to thoroughly understanding your technical needs, is able to respond to changes as they arise, and has ample staff committed to seeing the project through from start to finish. Based on this philosophy, we have developed an approach to executing the project that is both streamlined and efficient, and open to modification based on the City's preferences. ***Our approach draws from the team's extensive experience designing and providing construction support on similar projects across the nation and in Los Angeles County.***

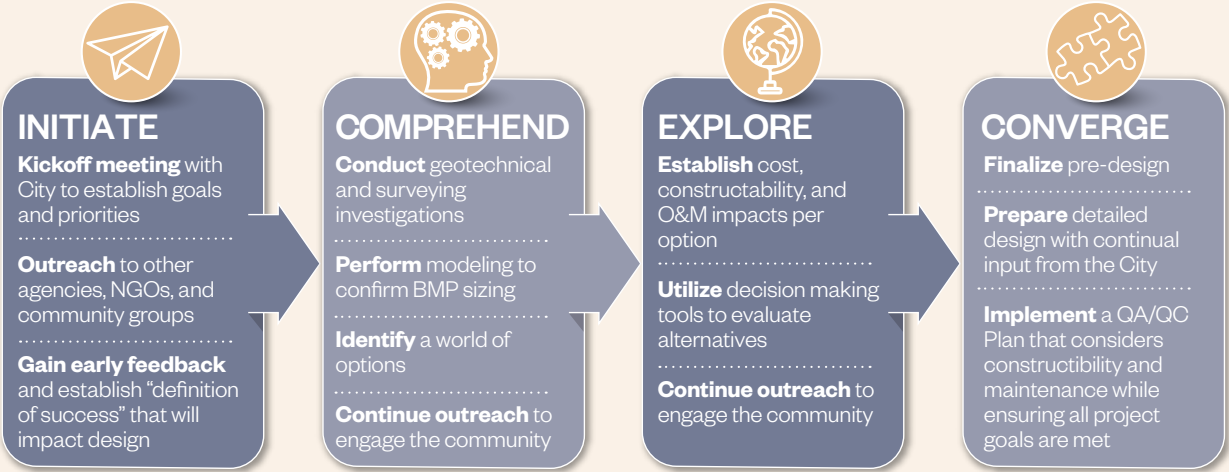
We understand the City’s vision for making the project not only an effective water quality improvement site, but also a benefit to the community. By effectively beautifying the surroundings, while being mindful of features that cannot be impacted (power lines, existing utilities, properties entrances), we will strive to incorporate the features the community wants while achieving green infrastructure co-benefits for the City.

- **Engage** – We begin by engaging the City and community in meaningful discussions to identify the right path forward for this unique community. Engaging stakeholders early in the most effective and meaningful manner.
- **Apply** – Our design team has extensive national and local experience to bring efficiency to our work, which allows us to merge the needs of the community, regulatory drivers, and water quality goals you face to develop the optimal path forward.
- **Deliver** – Utilizing our vast suite of resources available to work on this project from across our firm and our subconsultants, some of whom are shown on our organizational chart, the Hazen team will execute the project seamlessly. We will complete your project on time and within budget, leveraging our experience designing thousands of urban green infrastructure controls.



Our approach to following this path through planning and design is illustrated below:

Completing the work efficiently and thoughtfully





Project Execution

Our strategic approach ensures an experienced Project Manager, coupled with highly qualified Senior Advisors and technical discipline leaders, will meet the City’s needs for the development and execution of the Project. Your Principal in Charge, Lynn Grijalva, has supported Lomita on multiple projects for over a decade. She will ensure the right staff are available for the project and that City procedures and policies are followed. Your Project Manager, Jennifer Coryell, helped the City develop this project and understands its incredible potential. She assisted the City in securing the SCWP design funds and is committed to successfully completing this project.

Jennifer will engage with City staff and be responsible for communicating project updates, correspondence, project billing, subconsultant management, Safe Clean Water reporting, and meetings. She will organize and direct the project team, including subconsultants, to stay on schedule and within budget utilizing her effective and open communication style. Jennifer and key project staff will meet in person or virtually bi-weekly with the City Project Manager to review the current project status and discuss the next steps to ensure the City’s needs are met.

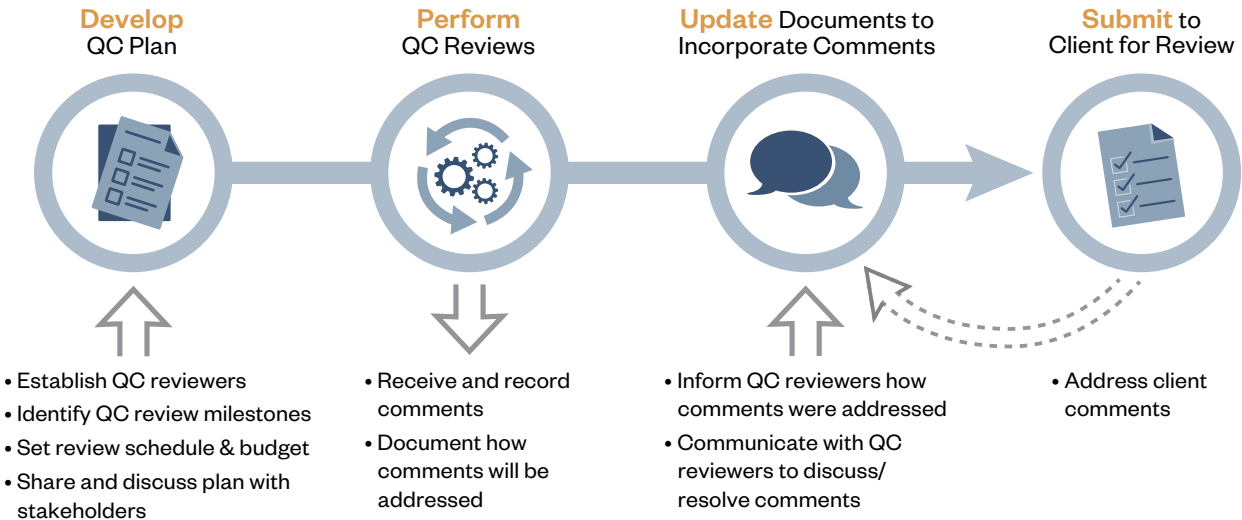
She will work directly with the City’s Project Manager and other City staff to maintain transparency, facilitate quick decision-making processes to keep the project moving forward and address any concerns that arise. Based on the City’s preference, Jennifer will set up either in-person or virtual check-in calls.

Jennifer will use her 19 years of experience and understanding of Lomita to lead the project from start to finish.

-  Develop overall project
-  Identify appropriate staff
-  Direct workflow between team members
-  Implement the QA/QC program on all work
-  Be responsive to the City

Quality Assurance/Quality Control

Project team members will adhere to Hazen’s corporate Quality Assurance Policy Manual to ensure services and deliverables are of the highest quality. This manual details the policies, procedures, and instructions required to execute all projects undertaken by the firm. However, quality does not enter our projects simply because of company procedures; it is an attitude within each of our staff about providing high-quality work to our clients while remaining within our scope and budgetary constraints.



Document Control

Project documents are managed through SharePoint, while AutoCAD, Revit, and GIS files are managed through Hazen’s secure network drive. The electronic files for such design and modeling software can be provided upon request from the City, and a final version of the files will be compiled and provided to the City at the end of the project. Email will be used for daily communication and may be used to share preliminary, working documents. Final documents and deliverables will be shared via email with a link to their stored location on SharePoint.

Detailed Scope of Work and Schedule

Hazen has thoroughly reviewed the proposed scope of work that was included in the RFP. Our team understands the design complexity of this project and the importance of adherence to schedule. We are committed and prepared to deliver our highest level of service to the City and plan to utilize past experiences to optimize design efforts. The roadmap for this process is included in the following scope of work and design schedule.

As part of this overall design effort, our team will provide support from preliminary design through final design and permitting, including all scope of work tasks including utility conflict resolution, CEQA and NEPA (if USACE funding is acquired) documentation, SCWP application, and plan approvals for construction permits, with optional services extending through construction.

We will ensure the design meets all required elements for water quality improvement and stormwater capture based on the previous conceptual planning in the Feasibility Study. The Hazen team’s vast experience ensures we will be able to expedite the design of the Project and help meet the goals of SCWP. In order to be successful and meet key milestones, green infrastructure implementation efforts must have *early engagement*, *apply efficiency* to our design processes, and work with the City for *seamless delivery*. Our approach is to overlap tasks to the greatest extent possible in order to shorten the critical path from preliminary design to project completion.

Task 1 – General Project Administration & Meetings

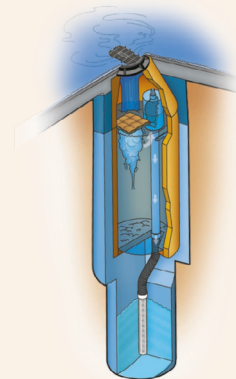
Project Management

By following the strategy outlined in the Project Management Approach, Jennifer Coryell will ensure that the necessary project management elements are properly executed. This includes a kick-off meeting, development of a project work plan; coordination of subconsultant activities; progress meetings, including preparation of meeting agendas, materials, and minutes; reporting and invoices; QA/QC plan development; schedule tracking to meet the City’s needs; budget monitoring; and provide all the necessary project coordination.

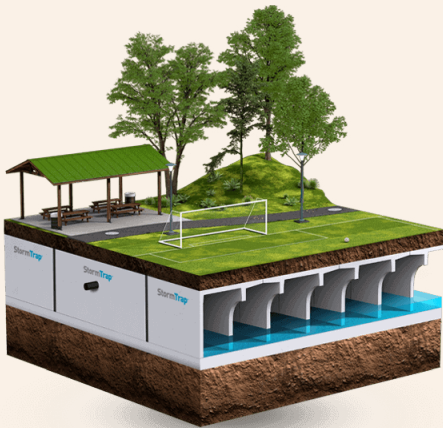
Stakeholder and Community Outreach/Engagement

As part of the Hazen team, Murakawa Communications will implement proven and effective outreach strategies to inform the public about the project, including its purpose and benefits, and engage local stakeholders in its design. Murakawa Communications will begin by developing a comprehensive, engaging, and achievable Stakeholder and Community Outreach and Engagement Plan (Plan) that will provide a strategic blueprint for engaging stakeholders and interested parties on the project. The plan will deliver a systematic and milestone-driven approach to the outreach effort while building in flexibility, innovation (especially regarding hard-to-reach and disadvantaged populations), and sensitivity to language needs.

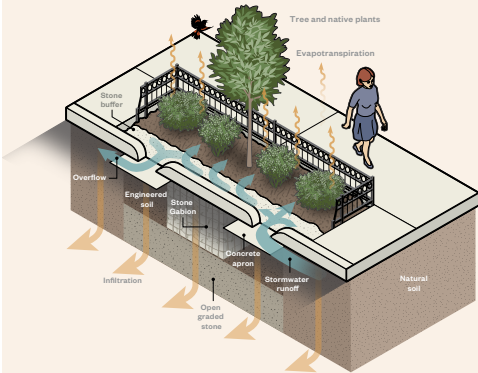
Stormwater BMP's



Drywell (source: Oldcastle Infrastructure)



Infiltration Gallery (source: StormTrap.com)



Right-of-way bioretention

The plan will include the following:

Include the Right Staff

With more than 25 years of experience, Trisha Murakawa has experience working on stormwater capture and green streets projects where she has assisted municipalities to engage with the public and ensure their needs are heard and the purpose and benefits of the project are well communicated.

Maximize Attendance at Community Meetings

Early notification of each meeting to be held at a convenient location and date/ time. Project information in the form of a flyer/factsheet will be provided with the meeting invitation.

Engage Stakeholders and the Community

Meeting 1 will provide discussion on project background, purpose, benefit, and design alternatives. Feedback and input from the community will be encouraged, documented, and incorporated in the design as applicable and able. Meeting two will present the final design, project construction schedule, what stakeholders should expect, and next steps.

Explain the Project Benefits to the Community

Utilizing compelling and understandable visual graphics and materials that may be incorporated into presentations, fact sheets, flyers, boards, and/or for other uses, will convey the Project’s benefits including reduced “heat island effect”, water quality, beautification and others will be clearly explained to gain consensus and support for the project.

Follow up to Enhance the Engagement

Meeting summaries will be provided after each meeting five (5) days or sooner after the conclusion of each meeting. Comments will be captured and categorized if necessary so City staff and the Project Team have a clear understanding of stakeholder input. If needed for the CEQA documents, we will also provide a full public outreach report demonstrating stakeholder engagement as part of the Safe Clean Water Program requirements.

Hazen and Murakawa
Communications are currently partnered on another project in the DC Watershed, the Machado Lake Optimization Project. Together we are helping the City of Los Angeles optimize water quality improvement benefits and educating the public.



Hydraulic Analysis



Site Walkthroughs



Geotechnical Investigations



Survey and Design

Task 2 – Data Research and Investigation

Hazen and our staff have designed thousands of right-of-way green infrastructure (ROW GI) projects for agencies across the nation in other ultra-urban areas as well as across the Los Angeles region. We understand how critical it is to fully evaluate the existing site conditions for unique characteristics and potential constraints. Prior to design, we will start by preparing hydrology and hydraulic (H&H) modeling and analysis to determine adequate sizing for the proposed ROW GI. We understand the level of accuracy needed when performing H&H analysis, since it ultimately determines the sizing of ROW GI needed to meet the stormwater management goal. As we have done in other ROW GI projects, to address the surface flow to bioretention areas, we will confirm flow directions around the perimeter of the project to ensure the analysis includes all necessary areas. We know that desktop analysis must be accompanied by field verifications since elevation data is not always correct or clear. Key hydraulic analysis components that will be verified during walkthroughs include high points, flow directions, and stormwater inlet locations. Field observations are diligently communicated and tracked using GIS software. These findings will be incorporated into our hydraulic analysis so that we can accurately calculate the ROW GI needs, while addressing anticipated comments to minimize review and revision time. We will also confirm diversion flows at the three proposed diversion locations to ensure subsurface feature are being designed to the proper size.

The desktop analysis will include a review of available historical and record information including existing reports, studies, as-built plans, mapping, geotechnical investigations, and other information available from the City and County. The analysis will also involve contacting utility companies and agencies in the vicinity of the project to determine existing utilities in the area that may impact the project. Any businesses and properties that may be affected by the project will also be contacted during the preliminary design phase to begin coordination efforts.

As part of the desktop analysis, other coordination to be performed includes:

- ✓ Identifying potential utility conflicts, coordinating relocation if possible, and/or developing design alternatives.
- ✓ Evaluating the parking lot proposed for the infiltration gallery to confirm any past contamination issues, ensuring that the site is appropriate for infiltration.
- ✓ Engaging with the City early to facilitate environmental compliance.
- ✓ Interviewing relevant City personnel to document any institutional knowledge.

Site investigations will be conducted concurrent with the desktop analysis to verify current conditions, which will allow our team to efficiently identify further areas of coordination for the subsequent phases of this project. This includes verification of any assumptions made on the suitability of the proposed sites to receive flow for infiltration.

Our team is prepared to modify the design as needed to address any concerns that arise during the data research and investigation phase. We have considered alternatives if the parking lot is not suitable for the infiltration gallery due to past use. We believe utilizing the same diversion point could allow drywells to be installed either along Narbonne Avenue or, to reduce traffic impacts, to locate them along side streets. We are confident a solution that works for the City and the community can be identified. We will develop documentation to support the City's submittal to the SCWP identifying any modifications to the project benefits.



Task 3 – Safe, Clean Water Regional Program

The Hazen Team will support the City with all funding-related requirements. We will document and support City discussions if the project benefits change, will support funding coordination, and will develop required Safe Clean Water Program (SCWP) reporting documents, including quarterly progress and expenditure reports for the design portion of the project.

Task 4 – Geotechnical Investigation

As part of the Hazen Team, ***Ninyo and Moore will conduct all geotechnical investigations and ensure that the work is done in compliance with Los Angeles County requirements.*** Subsurface exploration will include testing services for soil contamination; evaluation of potential impacts of the project to groundwater, soils, and drainage; shallow percolation testing at two (2) bioretention areas; four (4) total CPTs; two (2) double-ring infiltrometer tests for pervious pavement in the parking lot; and five (5) 8-inch diameter hollow-stem auger borings to assess soil gradation, moisture content, Atterberg Limits, and USCS soil classification, and to determine estimated infiltration rates.

Based on an expert analysis from Ninyo & Moore, we have included the option for two (2) large diameter test drywells to confirm design infiltration rates for the dry wells. This item has been included in the fee proposal as an optional item, as the percolation tests for the smaller diameter hollow-stem auger borings will provide design infiltration rates that can be used for the project.

We understand the cost-benefit savings for the City and have worked to fully evaluate pre-design elements to reflect this.

Following the field investigation, full data compilation and a geotechnical analysis report will be drafted. Analysis and recommendations included in the report are as follows:

- Anticipated soil and geologic conditions and potential geologic hazards at the site.
- Evaluation of site seismicity, including 2022 CBC seismic design parameters.
- Evaluation of the depth to groundwater and potential impacts to the project based on our exploratory borings, CPT soundings, and readily available groundwater data.
- Evaluation of infiltration rates and overall suitability of the proposed construction.
- Site excavation characteristics and general earthwork and grading considerations, including compaction requirements and suitability of on-site material for use as fill/trench backfill.
- Evaluation of foundations and settlement potential for the infiltration gallery.
- Appropriate site preparation, including remedial excavation and recompaction.
- Analysis of the temporary stability of excavations and shoring pressures.
- Flexible and rigid pavement design recommendations, including permeable pavement.
- Evaluation of the corrosion potential of site soils and the appropriate type of concrete to be used during construction.
- Recommendations for the General Contractor to handle and dispose of contaminated materials, if encountered during the geotechnical investigation.

In addition to the above scope, ***subsurface utility investigations will be provided by Ultra Engineering Contractors*** to verify the location, depth, and material of critical utilities. A potholing plan will first be developed that includes the location of each pothole, with up to ten (10) potholes assumed for budgeting purposes. The scope for all Geotechnical work, including potholing, includes preparation of traffic control plans and obtaining an encroachment permit (no fee) from the City. The scope for all Geotechnical work, including potholing, includes preparation of traffic control plans and obtaining an encroachment permit (no fee) from the City.

Task 5 – California Environmental Quality Act (CEQA) Requirements

The Hazen Team is keenly aware of the level of effort and coordination required to manage the breadth of work related to environmental analyses in accordance with the California Environmental Quality Act (CEQA), specifically the development of an Initial Study (IS) and Negative Declaration (ND)/Mitigated Negative Declaration (MND). The environmental experts at Hazen will complete the CEQA checklist and prepare a draft and final CEQA Initial Study (IS) to evaluate the project's potential environmental impacts. The Team will determine potential impacts to environmental factors within the project area, including aesthetics, biological resources (such as State or Federally listed species, wetlands and waterbodies), cultural resources, hazards and hazardous materials, tribal cultural resources, air quality, and hydrology and water quality (including floodplains, groundwater, and drainage patterns). These analyses will be supported by desktop studies and a review of trusted resources and databases, including IPaC, CNDDB, USFWS NWI, EnviroStor, and USGS records. For cultural resources, which may include more sensitive data, a qualified archaeologist and architectural historian would coordinate any field surveys or records searches with the California Historic Resources Information System (CHRIS) and/or the South Central Coastal Information Center, and consult with any Tribes in compliance with AB52, as needed. The Team will also prepare NEPA documentation to meet any environmental federal cross-cutting regulations. To minimize review times and expedite the environmental review process, a joint CEQA-NEPA compliant document may be prepared. It is assumed that the CEQA level of environmental review would be either a Negative Declaration (ND) or Mitigated Negative Declaration (MND); similarly, the level of NEPA review is anticipated to be an Environmental Assessment (EA). If the Initial Study determines that the project may significantly affect the environment, additional CEQA/NEPA review and documentation will be required, and a separate scope/cost amendment will be required. As needed, an archaeologist from our partners at Rincon will support this work.

The planning that goes into environmental review of a project informs the design to minimize and avoid, where possible, impacts to built and natural environments. We have staff that are well-versed in analyzing the potential for environmental impacts, particularly in urban environments where residents and businesses in close proximity to the project site must be considered to minimize construction impacts.

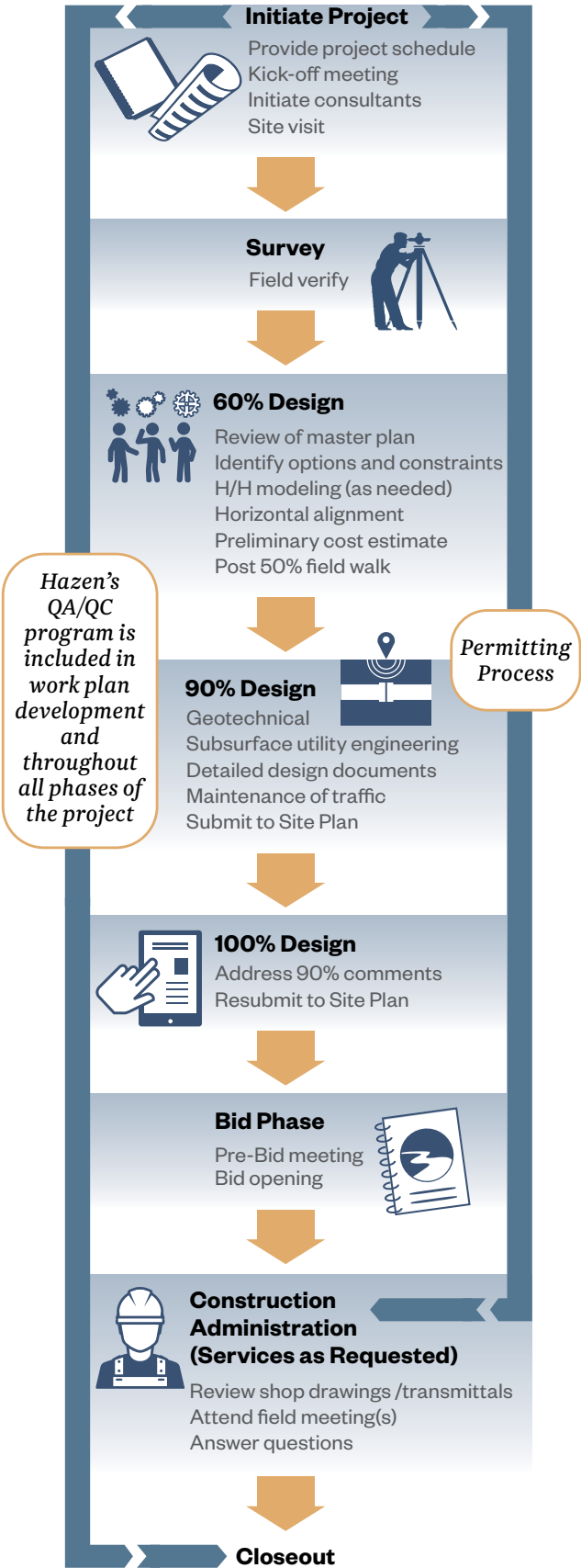
Task 6 – Engineering Design

Following the preliminary design phase and receiving approvals from City agencies to proceed, we will move forward to the design phase. Due to our vast experience, we have developed an expedited approach, as shown in the graphic to the right, which leverages our knowledge of stakeholder concerns and objectives..

Consider stakeholder input: Our design workflow emphasizes addressing stakeholder concerns early in the process to minimize the need for design modifications.

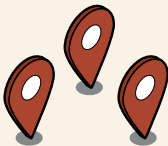
Coordinate with utilities: The Hazen team will coordinate with utility companies to prevent conflicts when necessary, and we will modify the design layout to accommodate existing utility infrastructure as necessary. We have encountered many unique utility scenarios in our ROW GI projects in other urban areas and have established a process for re-evaluating designs or providing contract drawing language to accommodate utilities near green infrastructure. We can provide a quick turnaround of design drawings after receiving comments from utility coordination to continue the design progression. Additionally, we will identify and obtain all leases, maintenance agreements, and/or other permits and approvals required for construction from regulating agencies, utility companies, and/or businesses. Since the City owns right-of-way in the street, on both sides of Lomita Blvd and Narbonne Ave, and the parking lot where the infiltration gallery is proposed, no additional easement rights are anticipated.

The Hazen team will evaluate and develop designs capable of capturing stormwater, reducing pollutant runoff and providing additional benefits, such as aesthetics and educational opportunities, while preserving the current function of the space. Additionally, Hazen’s nationwide experience with urban green infrastructure implementation offers a fresh perspective on available design alternatives. Through our work with the Philadelphia Water Department, New York City Department of Environmental Protection, DC Water and Boston Water and Sewer Commission, we have evaluated a multitude of green infrastructure configurations. There may be synergies for parts of this Project area.



Develop survey plans: We provide our surveyors with detailed site location information and photographs to ensure that all significant features are captured. Our review process improves the efficiency of the survey before it starts. Hazen has developed internal checklists for survey and design, which includes verifying surveys for parking signs and existing surface infrastructure since they are priority issues for coordination. The design team will coordinate with the surveyor to ensure that all stakeholder concerns are addressed early in the design process, *minimizing the need for design adjustments and comments during review*. See Task 14 for the detailed field survey scope of work.

Our survey and design workflow addresses stakeholder concerns early to prevent delays in our schedule.



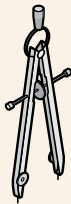
Submit Sites to Surveyor

- Identify preliminary sites for survey
- Submit photos for each site to surveyor, identifying site and utility features of stakeholder concern



Perform QA/QC on Incoming Surveys

- Use internal survey checklist to ensure all site and utility features are accurately represented
- Provide comments to surveyor for any elements that are missing or inaccurate



Design ROW Green Infrastructure

- Develop conceptual designs, meeting all stakeholder requirements
- Identify sites that should not proceed due to site or utility constraints



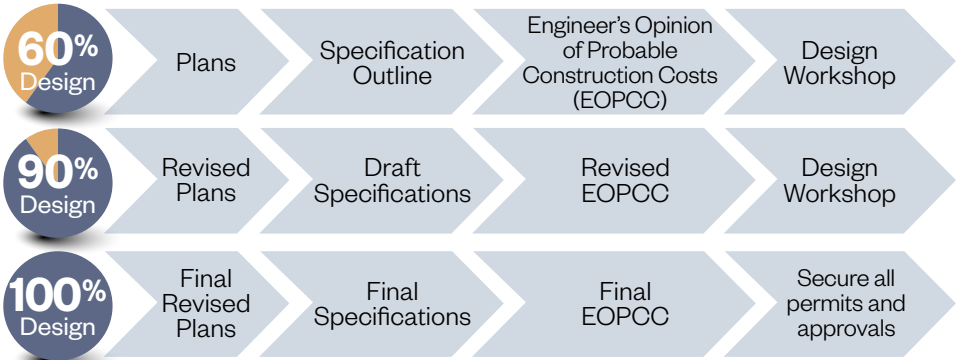
Perform QAQC on Contract Drawings

- Use internal design checklist to ensure all stakeholder concerns are addressed in conceptual design
- Confirm all design and construction information is accurately conveyed

Complete 60/90/100% design: Once the survey is verified, the design workflow will follow the 60/90/100 process as outlined by the City. Each submittal will catalogue the response to comments from the previous deliverable, and we will coordinate with the City’s Project Manager on any outstanding comments. Our pre-final submittal (90%) will include contract bidding documents (plans, specifications, and engineer’s estimate of probable cost) and we will attend a review meeting to discuss, then revise, the documents.

In addition to the standard items to be included, our Hazen team will continue to conduct community outreach as described earlier. We understand the importance of communicating early and often with the community and stakeholders to garner support and education.

Items to be included for each stage of submittal are shown below. In addition, the 60% design phase will include a *cost-benefit analysis* on the installation of a stormwater capture and use an irrigation system and an evaluation of the impact and cost-effectiveness of adding pervious pavement along the proposed bike lanes and/or parking lanes. Our partnering firm, Psomas, will include the design of the bike lane, incorporating City and community comments into each state of the project.



Task 7 – Permit Coordination and Compliance

In coordination with the City and based on agency contacts conducted during the preliminary design phase, the Team will prepare necessary permit application packages for submission to relevant agencies, such as the Los Angeles County Flood Control District, regarding the three diversion points (including a permit set of drawings). Relevant permit application forms, mapping, and supplemental information will be included. Draft permit application packages will be submitted to the City for review, and after incorporation of comments, the Team will finalize the applications and submit, with application fees, to the proper agency.

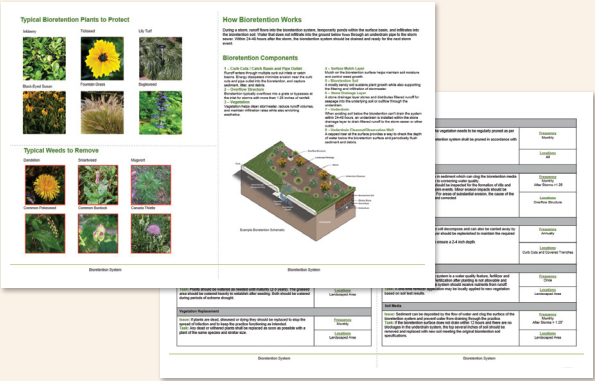


Hazen team members will meet with staff from relevant regulatory agencies and/or contact them by phone to verify permit requirements for the Project, obtain necessary forms, and inform agency staff about the project. Additional agency coordination will be conducted via phone and/or email, as necessary. Agency communications will be documented and organized throughout the permitting process. For LACFCD, in particular, early in the process, we will meet with their staff to discuss the project to ensure our proposed layout and application meets their requirements.

Permitting from the following agencies may be required for this project. This will be confirmed during the preliminary design stage of the project. Fees associated with permit submittals are excluded from the fee proposal, and the preparation of a Stormwater Pollution Prevention Plan (SWPPP) is excluded from this scope of work. It is assumed that SWPPP development and implementation will be the responsibility of the Contractor.

Task 8 – Operation and Maintenance (O&M) Plan

The Hazen Team understand that in order to implement a quality green infrastructure design, proper maintenance in the short and long-term is critical. We will prepare an Operation and Maintenance (O&M) Plan that identifies activities required to efficiently operate and maintain the project as well as the expertise and technical training necessary to perform such O&M activities. Our team has learned from experience on past projects the immense importance of engaging maintenance staff at the design phase and carrying that coordination through O&M plan development. We have found when O&M plans include maintenance cards and checklists (either digitally or hard copies), it allows maintenance crews to identify potential issues early and proactively execute maintenance and extend the longevity of the GI.



Example site specific field maintenance cards for easy problem identification

Task 9 – Vector Control Plan

The Hazen Team will prepare a Vector Control Plan that incorporates vector minimization strategies for the design and long-term operations and maintenance of the project. Chris Jansen has experience preparing vector minimization plans and obtaining vector control approval on past design projects. He will leverage that experience and his relationships with the GLACVCD to ensure proper design elements are implemented, and feasible maintenance strategies are laid out to ensure the project promotes health and safety.

Task 10 – Monitoring Plan

During the preliminary design phase of the project, the Hazen Team will prepare draft and final pre-construction and post-construction monitoring plans. Hazen has developed and successfully executed GI monitoring plans in other ultra-urban areas. Therefore, we understand the critical elements to include and how to utilize our resources efficiently. The pre-construction monitoring plan will focus on characterizing flow and pollutant loads for target pollutants during dry and wet weather conditions, while the post-construction monitoring plan will focus on measuring the project’s benefits, such as pollutant load reduction and volume reduction. The Hazen Team will implement the pre-construction monitoring plan to assess baseline water quality conditions before construction, which will include sample collection and analysis per the pre-construction monitoring plan. Draft and Final reports will be provided that summarize the results of the pre-construction monitoring. Implementation of the post-construction monitoring plan is excluded from this scope of work.



Task 11 – Traffic Control Plan

As part of the Hazen team, Traffic Control Engineering will lead this task, with a track record in preparing traffic control plans that comply with local government requirements. During the preliminary design phase, Traffic Control Engineering will consider the extent of traffic disruptions being created on Lomita Boulevard due to the dry well installation, including the likelihood of having to close multiple lanes. If the current dry well alignments prove to be infeasible due to these traffic disruptions, then an alternate alignment will be developed, which could include relocating drywells to the parking lane, relocating them down a side street, or identifying other ways to mitigate traffic concerns.

Task 12 – Safe, Clean Water Regional Program Document Preparation

The Hazen Team will support the City in preparing the SCWP application for construction phase funding. The Team, including Jennifer Coryell, has experience with the SCWP application portal and will leverage that experience to streamline the application process, ensure the project is accounting for all potential scoring opportunities, and ensure that the data submitted is clear and precise to aid in SCWP review. The Team is also very familiar with the SCWP funding process and timeline and can provide insights and further support when needed.

Task 13 – Educational Signage

Educational signage will be incorporated into the design to foster community engagement and learning throughout the life of the project. This can be done before construction is complete to help the community understand what is to come, similar to the example shown below.



Example of signage prior to the construction completion of a ROW GI practice in NYC



Signage will be strategically placed at locations visible to the public including, at a minimum, the parking lot of the infiltration gallery, bus stops on each side of Narbonne Avenue, bike locking stations, and at select bioretention facilities.

Task 14 – Field Survey

Calvada will provide topographic survey and mapping services within the limits of the project and extend 60 feet beyond the project limits. As described in Task 6, we will coordinate with Calvada prior to starting design and provide detailed information of critical infrastructure to be captured. Additionally, Calvada will provide:

- Field boundary verification denoting current property lines and easements of record
- Create 1-foot contour intervals.
- Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, etc
- Spot elevations to determine the high/low points and water flow of adjacent streets
- Location of signing and striping within the Site.
- Trees over 6 feet in height, regardless of caliper, within the Site.
- Location, elevation, size, and type of visible above-ground utilities within the Site.
- Flow line invert elevations and sizes of drain inlets, sanitary sewer, and manholes
- Existing utility lines identified by painted striping from USA markings will be surveyed.
- Locate all centerline monuments and ties.
- Prepare four (4) Corner Records and submit them to the City of Lomita for recording.

The final survey will be delivered electronically as an AutoCAD Civil 3D file along with a PDF file signed and stamped by a Professional Licensed Surveyor (PLS). Four (4) Corner Records will also be signed and stamped by a PLS and submitted to the City of Lomita for recording.

Optional Tasks

The following optional tasks are included in the scope of work to support the City during the post-design phase of the project.

Task 15 – Bidding and Construction Support

Bid & Pre-construction

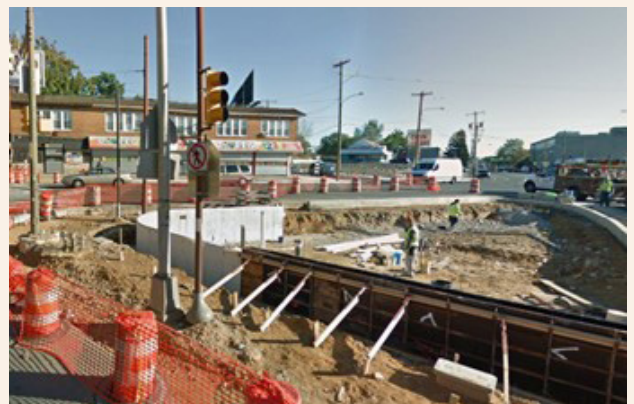
The Hazen team will provide bid services to the City, which would include developing all necessary materials for the pre-bid meeting, attending the meeting and documenting all meeting minutes, addressing questions from prospective bidders, assisting with bid evaluation, and preparing confirmed drawings and specifications based on the addenda. The Hazen Team will also conduct a pre-construction meeting with the City and the selected Contractor to review any questions, agree on a plan to kick off the project and ensure all of the project requirements and processes are well understood.

Design Services during Construction

Right-of-way construction can be challenging when programmatic uses and pedestrian safety are considered. Constructing ROW GI can add another level of complexity. However, our Hazen team has the hands-on experience necessary to coordinate with contractors and implement successful GI.

We are experienced with reviewing submittals, providing plan clarifications, and assisting with preparing responses for Requests for Information (RFIs) and change orders.

Throughout the construction process, we understand how critical community engagement can be to the overall project's success. Our Hazen team will build on our experience implementing ROW GI in ultra-urban areas to encourage and increase opportunities for the public to stay informed and interact with the process.



Hazen coordinating with contractors during ROW GI construction in Philadelphia.

Task 16 – As-Built Plans

Once the project is constructed, Hazen will prepare Record Drawings based on Contractor markups. The updated plans will be provided to the City via a PDF file. Updated AutoCAD drawings will also be provided.

Task 17 – Additional Engineering Analysis Documentation

If any material modifications are made from the original SCWP application for design funding that result in additional modeling efforts, we will provide documentation to explain the reason for the change and the modeling that was conducted, including input data and results. This documentation will be submitted to the City so that they may provide proper notification in compliance with the SCWP. Provided that the diversion points and BMP type (infiltration) remain the same, we do not anticipate significant changes from the initial SCWP application. However, this optional task was included to account for potential unforeseen field conditions or other factors that may arise that could alter the design recommendations.

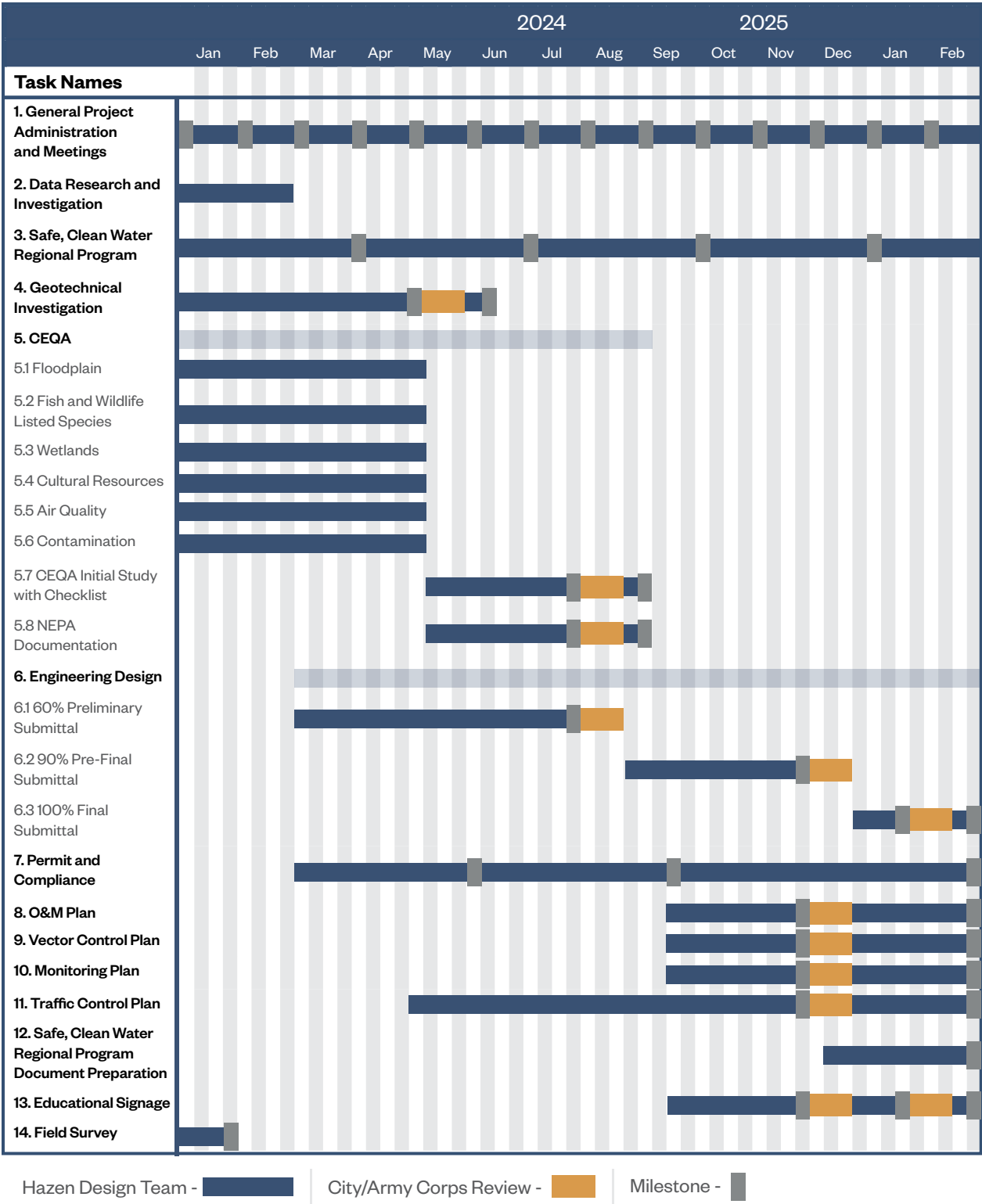
Assumptions and Exclusions

The detailed scope and fee provided in this proposal include the following assumptions:

- Vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88), and horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).
- A current title report is to be provided by the client if private easements are to be shown on the survey and/or design drawings.
- An encroachment permit and business license will be obtained for the field survey work, and appropriate insurance documentation will be provided; however, traffic control plans and a contracting license are excluded from the field survey scope of work. Calvada is a professional services company and does not operate under a contracting license. The survey work will not impede traffic or involve any construction activities or result in any lane closures. Signs will be used as needed to alert traffic of the presence of surveyors.
- Utility coordination will be required; however, we will adapt designs to accommodate existing infrastructure.
- Standard planting schemes, using drought-resistant and native plants, will be developed by Hazen landscape architects and coordinated with the City to expedite design and streamline review. Any watering will be done manually.
- One (1) formal review meeting with the City will be scheduled after each submittal (60%, 90%, 100%). However, interim check-in calls and design discussions will occur regularly.
- One (1) pre-bid meeting, including a site walkthrough, and one (1) pre-construction meeting will be conducted during the bid and pre-construction phase.
- Assumes twenty-five (25) RFIs, clarifications, and change orders at four (4) hours per issue, for a total of one hundred (100) hours.
- Assumes fifty (50) Contractor submittals at six (6) hours each, and twenty five (25) resubmittals at four (4) hours each, for a total of four hundred (400) hours.
- Hazen design team will oversee critical GI design element implementation during construction - assuming one (1) site visit per month for one (1) person over an eighteen (18) month construction duration. Our staff is available to provide more support if requested by the City.
- Subconsultant field staff will conduct one (1) site visit per month for one (1) person over an eighteen (18) month construction duration.
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) is excluded from this scope of work. It is assumed that SWPPP development and implementation will be the responsibility of the Contractor.
- It is assumed that the CEQA level of environmental review would be either a Negative Declaration (ND) or Mitigated Negative Declaration (MND); similarly, the level of NEPA review is anticipated to be an Environmental Assessment (EA). If the Initial Study determines that the project may have a significant effect on the environment, additional CEQA/NEPA review and documentation would be required, and a separate scope/cost amendment will be required .
- The CPT soundings and small-diameter borings will be performed at the same time. Data obtained from the different phases of geotechnical investigation will be used to prepare a single Geotechnical Evaluation Report. Additional fees will apply if separate mobilizations or reports are required.
- An on-site source of water from fire hydrants will be available for use during our field percolation testing.
- Soil cuttings will be characterized and disposed of offsite. Additional fees will apply if the soils are characterized as being hazardous.

Design Schedule

Below please find our draft schedule, which is subject to change per City preferences.



Construction Schedule

Below please find our draft schedule for the post-design phase, which is subject to change per City preferences. We will work with the City to determine the best path forward in terms of when to submit the SCWP construction funding application. For the time being, we are proposing this schedule to ensure that the construction cost estimate will be as accurate as possible when the application is submitted. During detailed design, we will weigh the benefits of getting the application in sooner based on other funding considerations (such as if USACE has funding deadlines for the construction phase) compared to the benefit of being further along in the design process (i.e., when the cost estimate is more dialed in). We are flexible and will accommodate the City's wishes. We will provide support as needed to help the City make this decision.

Task Number	Sub-Task	Construction Schedule Step	Start Date	End Date	Duration
		Safe, Clean Water Regional Program Application Due Date	1-Jul-25	1-Jul-25	0
		Safe, Clean Water Regional Program Construction Funding Decision	1-May-26	1-May-26	0
		Safe, Clean Water Regional Program Construction Funding Received	1-Apr-27	1-Apr-27	0
15		Bidding and Construction Support	1-May-27	31-Dec-28	20
	15.1	Bid and Award	1-May-27	30-Jun-27	2
	15.2	Construction	1-Jul-27	31-Dec-28	18
16		As-Built Plans	1-Dec-28	31-Dec-28	1
17		Additional Engineering Analysis Documentation	1-Mar-24	28-Feb-25	12

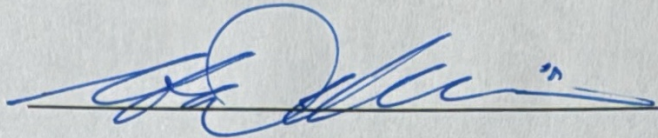
ACKNOWLEDGEMENT OF ADDENDUM

Downtown Lomita Multi-Benefit Stormwater Project

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 November 14, 2023.

ATTEST:



Principal:

HAMPIK DEKERMENJIAN

Address:

800 W. 6TH ST., SUITE 400, LOS ANGELES
CA 90017

By:

HAMPIK DEKERMENJIAN

Title:

VICE PRESIDENT



Hazen

Hazen and Sawyer
11260 El Camino Real • Suite 102 • San Diego, CA 92130



Fee Proposal for

**ENGINEERING DESIGN
SERVICES FOR
Downtown Lomita Multi-Benefit
Stormwater Project**

November 21, 2023



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

December 13, 2023

City of Lomita
Public Works Department

Re: Addendum to Scope and Fee Proposal for Downtown Lomita Multi-Benefit Stormwater Project

Dear City of Lomita Selection Committee Members:

The Hazen Team has evaluated the individual aspects of this Downtown Lomita Multi-Benefit Stormwater Project (Project) and developed a detailed fee based on our extensive experience with right-of-way green infrastructure, to ensure all details are accounted for. As a cost savings to the City, we have reviewed the scope of work and have identified opportunities to reduce the cost without impacting quality. We propose the following modifications:

- Reduce the scope from two CPTs and two 25-ft deep borings to one each at the location of the infiltration gallery due to the limited size of the location.
- Eliminate both small diameter borings/percolation test holes in the drywell areas in favor of progressing directly to conducting the two large diameter borings/percolation tests which would eliminate an unnecessary interim step given that large diameter tests provide more accurate results.
- Move the abandonment of the large diameter test wells to the construction phase to be conducted by the contractor, which has been done in other locations locally.
- Move the development of traffic control plans to the construction phase.
- Move the finalization of the operations and maintenance plan to the construction phase. Draft operation and maintenance plan will be completed during design.
- Reduce hours for community engagement by assuming City staff will supplement outreach staff at the community engagement workshops and when contacting community members and will support document development.

Based on these changes, the revised budget is attached. Should you have any questions, please contact Jennifer Coryell at (213) 234-1098 or jcoryell@hazenandsawyer.com.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Coryell", written over a light blue circular stamp.

Jennifer Coryell, PE
Project Manager

Job no

DOWNTOWN LOMITA MULIT-BENEFIT STORMWATER PROJECT - FEE PROPOSAL SUMMARY - REVISED

Task 1.0 General Project Administration & Meetings	\$	100,011
Task 2.0 - Data Research and Investigation	\$	20,120
Task 3.0: Safe Clean Water Regional Program	\$	12,560
Task 4.0: Geotechnical Investigations	\$	169,605
Task 5.0: California Environmental Quality Act (CEQA) Requirements	\$	39,600
Task 6 - Engineering Design		
Subtask 6.1 Preliminary 60% PS&E Submittal	\$	158,088
Subtask 6.2 Pre-Final Submittal 90% PS&E	\$	129,712
Subtask 100% Design	\$	84,091
	\$	371,891
Task 7.0 - Permit Coordination and Compliance	\$	9,200
Task 8.0 - Operation and Maintenance Plan	\$	13,030
Task 9.0 - Vector Control Plan	\$	8,220
Task 10.0 - Monitoring Plan	\$	16,840
Task 12.0 - Safe, Clean Water Regional Program Documentation Preparation	\$	2,520
Task 13.0 - Educational Signage	\$	12,000
Task 14.0: Survey	\$	35,850
Task 17.0 - Additional Engineering Analysis Modification (Modeling)	\$	20,960
<i>SUBTOTAL</i>	\$	832,407

Design Phase - Only when Authorized by City

Task 15.0 - Bidding Support	\$	21,370
-----------------------------	----	--------

Total Fee \$ 853,777

Construction Phase - Only when Authorized by City*

Task 8.0B : Finalize Operations & Maintenance Plan	\$	5,970
Task 11.0 - Traffic Control Plan	\$	7,520
Task 15.0B - Construction Support	\$	99,853
Task 16.0 - As-Built Plans	\$	16,173
<i>SUBTOTAL</i>	\$	129,516

**Construction phase fees are for estimating purposes only based on current rates; actual fee would be revised based on current rates during the year in which construction were to occur*

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC	
Name(s) Key Staff	Lynn Grijalva/ Dave Jones	Matthew Jones/ Saya Hickey/ Mike Santowasso	Jennifer Coryell	Alysondria Eason/ Andrea Zimmer/ Nicolette Leung	Chris Jansen/ Paul Caswell	Trevor Auth/ Catherine McNicol/ Sarah Nash	Elizabeth Moskalenko/ Jeremy Law											
Title	Vice President	Assoc. Vice Pres.	Project Manager	Principal Engineer	Project Engineer	Assistant Engineer	Landscape Architect	Project Manager	Traffic Engineer	Traffic Designer	Project Administrator	Potholing	GEOTECH	Surveying	Outreach	Archaeologist	Expenses	Total
Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123							
Task 1.0 General Project Administration & Meetings																		
Project Management																		
Sub consultant & Team Coordination	8		27		27			27										89
Budget and Scheduling Coordination	12		20		14													46
Bi-weekly Meetings (Virtual)			48		48			10										106
Milestone Coord. Meetings (In-Person)	4		8		8			12	12									44
	24	0	103	0	97	0	0	49	12	0	0	0	0	0	0	0	0	285
Subtotal Task 1	\$8,760	\$0	\$32,960	\$0	\$16,490	\$0	\$0	\$13,545	\$2,137	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,891
Stakeholder and Community Outreach																		
Outreach and Engagement Plan																		0
Flyers & Posters				0														0
Community Engagement Workshops			16	0														16
EXPENSES				0													\$1,000	0
Subtotal Task 1, Hours	24	0	119	0	97	0	0	49	12	0	0	0	0	0	0	0	0	301
Subtotal Task 1	\$8,760	\$0	\$38,080	\$0	\$16,490	\$0	\$0	\$13,545	\$2,137	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$1,000	\$100,011
Task 2.0 - Data Research and Investigation																		
Agency coordination			4	8	8	40												60
Design concepts and alternatives and verification of design flows				2														2
Review Existing information and Utility Coordination					16	40												56
Encroachment permit coordination				2														2
Subtotal Task 2, Hours	0	0	4	12	24	80	0	0	0	0	0	0	0	0	0	0	0	120
Subtotal Task 2	\$0	\$0	\$1,280	\$2,760	\$4,080	\$12,000	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,120
Task 3.0: Safe Clean Water Regional Program																		
Agency Coordination			4		16													20
SCWP reporting (quarterly)			10		16													26
Expenditure Reports			4		8													12
Subtotal Task 3, Hours	0	0	18	0	40	0	0	0	0	0	0							58
Subtotal Task 3	\$0	\$0	\$5,760	\$0	\$6,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,560
Task 4.0: Geotechnical Investigations																		
Geotechnical Investigations					4	8							\$147,825					12
Post-geotech services			4		4	8												16
Final Geotechnical Report/Coordination			2		4	7												13
Potholing/SUE					4							\$13,690						4
Subtotal 4, Hours	0	0	6	0	16	23	0	0	0	0	0							45
Subtotal 4	\$0	\$0	\$1,920	\$0	\$2,720	\$3,450	\$0	\$0	\$0	\$0	\$0	\$13,690	\$147,825	\$0	\$0	\$0		\$169,605

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC	
Name(s) Key Staff	Lynn Grijalva/ Dave Jones	Matthew Jones/ Saya Hickey/ Mike Santowasso	Jennifer Coryell	Alysondria Eason/ Andrea Zimmer/ Nicolette Leung	Chris Jansen/ Paul Caswell	Trevor Auth/ Catherine McNicol/ Sarah Nash	Elizabeth Moskalenko/ Jeremy Law											
Title	Vice President	Assoc. Vice Pres.	Project Manager	Principal Engineer	Project Engineer	Assistant Engineer	Landscape Architect	Project Manager	Traffic Engineer	Traffic Designer	Project Administrator	Potholing	GEOTECH	Surveying	Outreach	Archaeologist	Expenses	Total
Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123							
Task 5.0: California Environmental Quality Act (CEQA) Requirements																		
Subtask 5.1 Floodplains																		
Desktop analysis					2	16												18
QAQC																		0
Subtask 5.2 Fish and Wildlife Listed Species																		0
Desktop analysis for species impacts						16												16
QAQC					2													2
Subtask 5.3 Wetlands																		0
Wetland Impact desktop analysis						16												16
QAQC					2													2
Subtask 5.4 Cultural Resources																		0
Cultural Resources Study																\$20,000		0
QAQC					2													2
Subtask 5.5 Air Quality																		0
Air quality and GHG emissions study						16												16
QAQC					2													2
Subtask 5.6 Contamination																		0
Desktop evaluation for risk of hazardous materials						16												16
QAQC					2													2
Subtask 5.7 CEQA Initial Study with Checklist																		0
CEQA Checklist and Study						16												16
QAQC					2													2
Subtask 5.8 NEPA Documentation																		0
Document preparations					2	4												6
NEPA Evaluation support for the City					4	8												12
Subtotal Task 5, Hours	0	0	0	0	20	108	0	0	0	0	0	0	0	0	0		0	128
Subtotal Task 5	\$0	\$0	\$0	\$0	\$3,400	\$16,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$39,600

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC	
Name(s) Key Staff	Lynn Grijalva/ Dave Jones	Matthew Jones/ Saya Hickey/ Mike Santowasso	Jennifer Coryell	Alysondria Eason/ Andrea Zimmer/ Nicolette Leung	Chris Jansen/ Paul Caswell	Trevor Auth/ Catherine McNicol/ Sarah Nash	Elizabeth Moskalenko/ Jeremy Law											
Title	Vice President	Assoc. Vice Pres.	Project Manager	Principal Engineer	Project Engineer	Assistant Engineer	Landscape Architect	Project Manager	Traffic Engineer	Traffic Designer	Project Administrator	Potholing	GEOTECH	Surveying	Outreach	Archaeologist	Expenses	Total
Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123							
Task 6 - Engineering Design																		
Subtask 6.1 Preliminary 60% PS&E Submittal																		
60% Contract Drawing Modifications				28	48	300	60	16	32	54	4							542
Cost-benefit analysis			8	8	24	120												160
Pervious Pavement Evaluation				8		40												48
Cost Estimate		2	4	8	28	43	16	4	8	24	4							141
QAQC		4	4	8				8	4		2							30
Expense - hard copies																	\$500	
Subtotal, Hours	0	6	16	60	100	503	76	28	44	78	10	0	0	0	0	0	0	921
Subtotal	\$0	\$2,040	\$5,120	\$13,800	\$17,000	\$75,450	\$16,208	\$7,740	\$7,835	\$11,164	\$1,232	\$0	\$0	\$0	\$0	\$0	\$500	\$158,088
Subtask 6.2 Pre-Final Submittal 90% PS&E																		
90% Contract Drawing modifications					16	220		6	12	20	2							276
Section/Elevation Views					16	108												124
Specifications			4	8	20	100		4	4									140
Landscaping Plans						16	40											56
Cost Estimate		4	4	4	16	64	16	2	4									114
QAQC	4	4	8		20			4	2									42
Construction Schedule			2	2		10												14
Expense - hard copies																	\$500	
Subtotal, Hours	4	8	18	14	88	518	56	16	22	20	2							706
Subtotal	\$1,460	\$2,720	\$5,760	\$3,220	\$14,960	\$77,700	\$11,943	\$4,423	\$3,917	\$2,862	\$246	\$0	\$0	\$0	\$0	\$0	\$500	\$129,712
Subtask 100% Design																		
100% Contract Drawing modifications					8	120		4	8	10	2							152
Section/Elevation Views						60												60
Specifications		2	8	8	24	80		4										126
Landscaping Plans						16	24											40
Cost Estimate			4	4	8	20		2	4	6								48
QAQC	4	4	6		8	20		2	2		2							48
Construction Schedule			2	2		8												12
Expense - hard copies																	\$500	
Subtotal, Hours	4	6	20	14	48	324	24	12	14	16	4							486
Subtotal	\$1,460	\$2,040	\$6,400	\$3,220	\$8,160	\$48,600	\$5,118	\$3,317	\$2,493	\$2,290	\$493	\$0	\$0	\$0	\$0	\$0	\$500	\$84,091
Subtotal Task 6, Hours	8	20	54	88	236	1345	156	56	80	114	16							2173
Subtotal Task 6	\$2,920	\$6,800	\$17,280	\$20,240	\$40,120	\$201,750	\$33,269	\$15,480	\$14,245	\$16,316	\$1,971	\$0	\$0	\$0	\$0	\$0	\$1,500	\$371,891
\$322,379																		
Task 7.0 - Permit Coordination and Compliance																		
LAFCD Flood Permit				2	4	16												22
Grading Permit				2	4	8												14
Other Permits				2		8												10
Agency Review Coordination & RTC				2		8												10
Subtotal 7, Hours	0	0	0	8	8	40	0	0	0	0	0	0	0	0	0	0	0	56
Subtotal 7	\$0	\$0	\$0	\$1,840	\$1,360	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,200
Task 8.0 - Operation and Maintenance Plan																		
O&M Plan development				4	2	42												48
QAQC		2	2	5														9
Revisions						20												20
Subtotal 8, Hours	0	2	2	9	2	62	0	0	0	0	0	0	0	0	0	0	0	77
Subtotal 8	\$0	\$680	\$640	\$2,070	\$340	\$9,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,030

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC		
Name(s) Key Staff	Lynn Grijalva/ Dave Jones	Matthew Jones/ Saya Hickey/ Mike Santowasso	Jennifer Coryell	Alysondria Eason/ Andrea Zimmer/ Nicolette Leung	Chris Jansen/ Paul Caswell	Trevor Auth/ Catherine McNicol/ Sarah Nash	Elizabeth Moskalenko/ Jeremy Law												
Title	Vice President	Assoc. Vice Pres.	Project Manager	Principal Engineer	Project Engineer	Assistant Engineer	Landscape Architect	Project Manager	Traffic Engineer	Traffic Designer	Project Administrator	Potholing	GEOTECH	Surveying	Outreach	Archaeologist	Expenses	Total	
Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123								
Task 9.0 - Vector Control Plan																			
Development of vector control plan					6	24												30	
QAQC			2	4														6	
Revisions					2	8												10	
Expense																	\$500		
Subtotal 9, Hours	0	0	2	4	8	32	0	0	0	0	0	0	0	0	0	0	0	46	
Subtotal 9	\$0	\$0	\$640	\$920	\$1,360	\$4,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$8,220	
Task 10.0 - Monitoring Plan																			
Post-construction monitoring plan		2	2		8	40												52	
QAQC		2		4	6													12	
Final Monitoring Plan		2	2	2	8	16												30	
Subtotal 10, Hours	0	6	4	6	22	56	0	0	0	0	0	0	0	0	0			94	
Subtotal 10	\$0	\$2,040	\$1,280	\$1,380	\$3,740	\$8,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,840	
Task 12.0 - Safe, Clean Water Regional Program Documentation Preparation																			
SCWP application and associated documents						8												8	
QAQC		2	2															4	
Subtotal 12, Hours	0	2	2	0	0	8	0	0	0	0	0							12	
Subtotal 12	\$0	\$680	\$640	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,520	
Task 13.0 - Educational Signage																			
Signage Development				2	4	40												46	
QAQC		2	2	2														6	
Revisions					4	16													
Subtotal 13, Hours	0	2	2	4	8	56	0	0	0	0	0	0	0	0	0	0		52	
Subtotal 13	\$0	\$680	\$640	\$920	\$1,360	\$8,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000	
Task 14.0: Survey																			
Topographic Survey														\$35,250				0	
Survey Review						4												4	
Subtotal 14, Hours	0	0	0	0	0	4	0	0	0	0	0							4	
Subtotal 14	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,250	\$0	\$0	\$0	\$35,850	
Task 17.0 - Additional Engineering Analysis Modification (Modeling)																			
H&H Modeling				24	60													84	
QAQC				8														8	
Revisions					20													20	
Subtotal 17, Hours	0	0	0	32	80	0	0	0	0	0	0							112	
Subtotal 17	\$0	\$0	\$0	\$7,360	\$13,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,960	
Only When Authorized by the City																			
Task 15.0 - Bidding Support																			
Attend meetings & document results, review bids	2	4	20	16	40	16												98	
Subtotal 15, Hours	2	4	20	16	40	16	0	0	0	0	0							98	
Subtotal 15	\$730	\$1,360	\$6,400	\$3,680	\$6,800	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,370	
														Total Fee					\$853,777

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC	
Name(s) Key Staff	Lynn Grijalva/ Dave Jones	Matthew Jones/ Saya Hickey/ Mike Santowasso	Jennifer Coryell	Alysondria Eason/ Andrea Zimmer/ Nicolette Leung	Chris Jansen/ Paul Caswell	Trevor Auth/ Catherine McNicol/ Sarah Nash	Elizabeth Moskalenko/ Jeremy Law											
Title	Vice President	Assoc. Vice Pres.	Project Manager	Principal Engineer	Project Engineer	Assistant Engineer	Landscape Architect	Project Manager	Traffic Engineer	Traffic Designer	Project Administrator	Potholing	GEOTECH	Surveying	Outreach	Archaeologist	Expenses	Total
Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123							
Construction Phase - Only When Authorized by the City																		
Task 8.0B : Finalize Operations & Maintenance Plan																		
O&M Plan finalize			4	4	6	15												29
Hardcopies																	\$500	0
Subtotal 4B, Hours	0	0	4	4	6	15	0	0	0	0	0							29
Subtotal 4B, Hours	\$0	\$0	\$1,280	\$920	\$1,020	\$2,250	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$500	\$5,970
Task 11.0 - Traffic Control Plan																		
Development of traffic control plan						28												28
QAQC		2	2		2													6
Revisions				2		8												10
Subtotal 11, Hours	0	2	2	2	2	36	0	0	0	0	0	0	0	0	0	0	0	44
Subtotal 11	\$0	\$680	\$640	\$460	\$340	\$5,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,520
Task 15.0B - Construction Support																		
Addendum development		2	8	8	16	40												74
RFI and Submittal Review		8	16	52	120	300	4											500
Subtotal 15, Hours	0	10	24	60	136	340	4	0	0	0	0							574
Subtotal 15	\$0	\$3,400	\$7,680	\$13,800	\$23,120	\$51,000	\$853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$99,853
Task 16.0 - As-Built Plans																		
As-built review & markups				2	24	60	4											90
QAQC		2	2	2														6
Subtotal 16, Hours	0	2	2	4	24	60	4	0	0	0	0							96
Subtotal 16	\$0	\$680	\$640	\$920	\$4,080	\$9,000	\$853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,173
														Additional Optional Tasks Fee				\$129,516

Certificate Of Completion

Envelope Id: 2420189DF82E4919BDFF57E8E7DEC539

Status: Completed

Subject: Sign/Initial with DocuSign: Agree No 2023-49 Hazen & Sawyer pending Signatures.pdf

Source Envelope:

Document Pages: 100

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 2

Leticia Paz

AutoNav: Enabled

Stamps: 1

24300 Narbonne Ave

Envelopeld Stamping: Enabled

24300 Narbonne Ave

Time Zone: (UTC-08:00) Pacific Time (US &

Lomita, CA 90717

Canada)

l.paz@lomitacity.com

IP Address: 72.34.99.18

Record Tracking

Status: Original

Holder: Leticia Paz

Location: DocuSign

12/20/2023 2:14:44 PM

l.paz@lomitacity.com

Signer Events**Signature****Timestamp**

Kathleen Horn Gregory

k.gregory@lomitacity.com

City Clerk

City of Lomita

Security Level: Email, Account Authentication
(None)*Kathleen Horn Gregory*

Sent: 12/20/2023 2:22:58 PM

Viewed: 12/20/2023 2:51:04 PM

Signed: 12/20/2023 2:51:45 PM

Signature Adoption: Pre-selected Style

Using IP Address: 72.34.99.18

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

LYNN GRIJALVA

lgrijalva@hazenandsawyer.com

Vice President

Security Level: Email, Account Authentication
(None)*Lynn Grijalva*

Sent: 12/20/2023 2:23:00 PM

Viewed: 12/20/2023 2:44:42 PM

Signed: 12/20/2023 2:47:28 PM

Signature Adoption: Drawn on Device

Using IP Address: 38.142.34.218

Electronic Record and Signature Disclosure:

Accepted: 12/20/2023 2:44:42 PM

ID: ee309f07-60e3-4a37-9246-8de5a816a1e3

Ryan Smoot

r.smoot@lomitacity.com

City Manager

Security Level: Email, Account Authentication
(None)*Ryan Smoot*

Sent: 12/20/2023 2:22:58 PM

Viewed: 12/20/2023 2:31:06 PM

Signed: 12/20/2023 2:31:23 PM

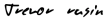
Signature Adoption: Pre-selected Style

Using IP Address: 72.34.99.18

Electronic Record and Signature Disclosure:

Accepted: 12/20/2023 2:31:06 PM

ID: 09a29d60-2739-4b0a-b588-d9afede67246

Signer Events	Signature	Timestamp
trevor rusin trevor.rusin@bbklaw.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 74.116.243.2	Sent: 12/20/2023 2:22:59 PM Resent: 12/21/2023 8:07:37 AM Resent: 1/2/2024 8:01:17 AM Resent: 1/3/2024 10:39:38 AM Resent: 1/4/2024 9:19:47 AM Resent: 1/4/2024 4:00:18 PM Viewed: 1/4/2024 4:01:01 PM Signed: 1/4/2024 4:01:24 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2024 4:01:01 PM ID: 402edf52-c38d-4292-81da-2a418f20128b		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/20/2023 2:23:00 PM
Certified Delivered	Security Checked	1/4/2024 4:01:01 PM
Signing Complete	Security Checked	1/4/2024 4:01:24 PM
Completed	Security Checked	1/4/2024 4:01:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lomita City Water Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Lomita City Water Department:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: k.hill@lomitacity.com

To advise Lomita City Water Department of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at k.hill@lomitacity.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Lomita City Water Department

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to k.hill@lomitacity.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Lomita City Water Department

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to k.hill@lomitacity.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Lomita City Water Department as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Lomita City Water Department during the course of your relationship with Lomita City Water Department.