CITY OF MANHATTAN BEACH

I400 Highland Avenue Manhattan Beach, CA 90266 www.manhattanbeach.gov • (310) 802-5000

AGENDA

City Council Regular Meeting

Regular Meeting

Tuesday, April 15, 2025 6:00 PM City Council Chambers and Zoom



ELECTED OFFICIALS

Mayor Amy Thomas Howorth
Mayor Pro Tem David Lesser
Councilmember Joe Franklin
Councilmember Nina Trieu Tarnay
Councilmember Steve S. Charelian

EXECUTIVE TEAM

City Manager Talyn Mirzakhanian City Attorney Quinn Barrow

City Clerk Liza Tamura

Acting Finance Director Libby Bretthauer

Human Resources Director Lisa Jenkins

Parks and Recreation Director Mark Leyman

Police Chief Rachel Johnson

Interim Fire Chief Michael Lang
Interim Community Development Director Michael Codron
Public Works Director Erick Lee
Information Technology Director Miguel Guardado

MISSION STATEMENT:

Our mission is to provide excellent municipal services, preserve our small beach town character, and enhance the quality of life for our residents, businesses and visitors.

MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

Meetings are broadcast live through Manhattan Beach Local Community Cable, Channel 8 (Spectrum), Channel 35 (Frontier), live streaming via the City's website, and via Zoom (Direct URL: https://citymb-info.zoom.us/j/93376200363, Meeting ID: 933 7620 0363).

The City continues to offer an opportunity to participate in City Council meetings via Zoom and in-person. City Council encourages the public to participate by submitting comments in advance of the meeting, no later than 12:00 PM, April 15, 2025 (the day of the meeting), via:

- 1) eComment at http://www.manhattanbeach.gov/ecomment or
- 2) Email to cityclerk@manhattanbeach.gov

All of your comments provided by the deadlines above will be available to the City Council and the public prior to the meeting.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City's website at www.manhattanbeach.gov, the Police Department located at 420 15th Street, and are also on file in the Office of the City Clerk for public inspection. Any person who has any question concerning any agenda item may call the City Clerk's office at (310) 802-5056.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Office of the City Clerk at (310) 802-5056 (voice) or (310) 546-3501 (TDD). Notification 36 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting. The City also provides closed captioning of all its Regular City Council Meetings for the hearing impaired.

CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, state under penalty of perjury that this notice/agenda was posted on Wednesday, April 9, 2025, on the City's Website and on the bulletin boards of City Hall, Joslyn Community Center and Manhattan Heights.

BELOW ARE THE AGENDA ITEMS TO BE CONSIDERED. THE RECOMMENDED COUNCIL ACTION IS LISTED IMMEDIATELY AFTER THE TITLE OF EACH ITEM IN BOLD CAPITAL LETTERS.

PLEASE NOTE THAT THE CITY COUNCIL MAY ACT ON ANY ITEM LISTED ON THE AGENDA.

- A. CALL MEETING TO ORDER
- B. PLEDGE TO THE FLAG
- C. ROLL CALL

D. CEREMONIAL CALENDAR

 Presentation of Certificates of Recognition to Alicia Fei, Evan Lee, Marcus Mann, Elara Onat, and Sophia Zandpour for Receiving the 2025 Circle Award for Excellence in Poetry Sponsored by the Parks and Recreation Department's Older Adults Program. 25-0172

PRESENT

Attachments: Certificates

2. Presentation of Certificates of Recognition to the Outdoor Dining Task Force Members for their Participation as a Member and Alternate.

25-0179

PRESENT

Attachments: Outdoor Dining Task Force

E. APPROVAL OF AGENDA AND WAIVER OF FULL READING OF ORDINANCES

This is the time for the City Council to:

- (a) notify the public of any changes to the agenda;
- (b) remove items from the consent calendar for individual consideration; or
- (c) rearrange the order of the agenda.

MOTION TO APPROVE AGENDA AND WAIVE FULL READING

F. CITY COUNCIL AND COMMUNITY ORGANIZATION ANNOUNCEMENTS OF UPCOMING EVENTS (1 MINUTE PER PERSON)

City Councilmembers and community organization representatives may inform the public about upcoming events.

G. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Speakers may provide public comments on any matter that is within the subject matter jurisdiction of the City Council, including items on the agenda. The Mayor may determine whether an item is within the subject matter jurisdiction of the City Council. While all comments are welcome, the Brown Act does not allow City Council to take action on any item not on the agenda.

The City Council encourages the public to participate by submitting comments in advance of the meeting, no later than 12:00 PM, April 15, 2025 (the day of the meeting), via:

- 1) eComment at http://www.manhattanbeach.gov/ecomment or
- 2) Email to cityclerk@manhattanbeach.gov

All of your comments provided by the deadlines above will be available to the City Council and the public prior to the meeting.

IN PERSON PUBLIC PARTICIPATION

Please complete the "Request to Address the City Council" card by filling out your name, city of residence, the item(s) you would like to offer public comment, and returning it to the City Clerk.

ZOOM PUBLIC PARTICIPATION

1) Join Zoom Meeting via the internet:

Direct URL: https://citymb-info.zoom.us/j/93376200363, Meeting ID: 933 7620 0363

During the meeting you will need to use the "raise hand" button through Zoom at the time the Agenda Item is being presented for City Council consideration.

2) Join Zoom Meeting via Phone Conference (Voice Only):

Phone Number: (669) 900-6833, Meeting ID: 933 7620 0363

During the meeting you will need to enter *9 on the phone's dial pad at to activate the "raise hand" button at the time the Agenda Item is being presented for City Council consideration.

Please note, the City is not responsible for the public's use of Zoom as it relates to the software, configuration, and setting on a personal device. The public is encouraged to visit the Zoom website for information on use of this software. The City's use of Zoom is consistent with the platform features and functions as described on the Zoom web

H. CONSENT CALENDAR (APPROVE)

Items on the Consent Calendar are routine and customary items and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

3. City Council Minutes:

25-0150

This Item Contains Minutes of the Following City Council Meeting(s):

- a) City Council Adjourned Regular Meeting Minutes of March 31, 2025
- b) City Council Adjourned Regular Meeting Minutes of April 1, 2025
- c) City Council Regular Meeting Minutes of April 1, 2025

(City Clerk Tamura).

APPROVE

Attachments: City Council Adjourned Regular Meeting Minutes of March 31, 2025

City Council Adjourned Regular Meeting Minutes of April 1, 2025

City Council Regular Meeting Minutes of April 1, 2025

4. Financial Report:

25-0169

a) Schedule of Demands: March 2025

b) Investment Portfolio Report: February 2025

c) Month End Financial Reports: February 2025

(No Budget Impact) (Acting Finance Director Bretthauer).

ACCEPT REPORT AND DEMANDS

Attachments: Schedule of Demands for March 2025

Investment Portfolio for February 2025

Financial Month End Report February 2025

5. Declaration of a Proclamation Declaring April 2025, as National Poetry

25-0178

Month.

PROCLAIM

6. Consideration of Approving a Comprehensive Citywide Salary Schedule for

25-0167

All City Positions and Adjustments to Salary Ranges (No Budget Impact) (Human Resources Director Jenkins).

ADOPT RESOLUTION NO. 25-0037

Attachments: Resolution No. 25-0037

City of Manhattan Beach Salary Schedule

7. Consideration of Second Reading and Adoption of an Ordinance, Amending Chapter 2.37 (Public Projects) of the Manhattan Beach Municipal Code to Remove the Online Bid and Proposal Service Fee for Capital Projects and Public Construction Projects (No Budget Impact) (Public Works Director Lee). 25-0165

ADOPT ORDINANCE NO. 25-0003

Attachments: Ordinance No. 25-0003
Staff Report - April 1, 2025

8. Consideration of a Resolution Approving a Three-Year Maintenance Services Agreement with West Coast Arborists for Tree Management Services in an Amount Not-to-Exceed \$3,102,425 (No Budget Impact) (Public Works Director Lee).

25-0025

ADOPT RESOLUTION NO. 25-0038

Attachments: Resolution No. 25-0038

Agreement - West Coast Arborists

I. ITEMS REMOVED FROM THE CONSENT CALENDAR

Each speaker may speak for up to 2 minutes on each item pulled from the agenda.

J. PUBLIC HEARINGS

At the discretion of the Mayor, each speaker may speak for up to 3 minutes on each public hearing item.

9. Conduct a Public Hearing for Consideration of Adopting a Resolution Regarding the Citywide User Fee Schedule and Cost Allocation Plan (Unbudgeted) (Acting Finance Director Bretthauer). <u>25-0055</u>

(Estimated Time: 45 Min.)

- A) CONDUCT PUBLIC HEARING
- B) ADOPT RESOLUTION NO. 25-0020

Attachments: Resolution No. 25-0020

Exhibit A - Summary Tables for Staff Report

Comprehensive Fee Schedule

Comparative Analysis of Other City Fees

User Fee Study Report

Cost Allocation Plan Report

PowerPoint Presentation

10. Conduct a Public Hearing for Consideration of:

25-0144

- a) Coastal Development Permits to Approve an Increase to Parking Meter Rates at On-Street Meters, City Parking Lots and Beach Parking Lots and an Increase to Commercial Parking Permit Rates in the Coastal Zone;
- b) A Resolution to Approve an Increase to On-Street Parking Meter Rates Outside of the Coastal Zone, and 3) A Resolution to Approve an Increase to Citywide Parking Citation Penalties (Unbudgeted) (Acting Finance Director Bretthauer and Interim Community Development Director Codron).

(Estimated Time: 30 Min.)

- A) CONDUCT PUBLIC HEARING
- B) ADOPT RESOLUTION NOS. 25-0039, 25-0040, 25-0041, AND 25-0042

Attachments: Resolution No. 25-0039 (Appealable)

Resolution No. 25-0040 (Non-Appealable)

Coastal Development Permit (Appealable Area)

Coastal Development Permit (Non-Appealable Area)

Resolution No. 25-0041 (Parking Meter Rates Outside the Coastal Zone)

Parking Meter Zones Map

Resolution No. 25-0042 (Parking Citation Penalties)

Schedule of Parking Citation Penalties

PowerPoint Presentation

K. GENERAL BUSINESS

Each speaker may speak for up to 2 minutes on each general business item.

11. Consideration of a Revision to the City Council Assignments to Include a Library Subcommittee and Appointment of Two City Councilmembers as Delegate and Alternate (No Budget Impact) (City Clerk Tamura).

<u>25-0175</u>

(Estimated Time: 15 Mins.)

- A) DISCUSS AND PROVIDE DIRECTION
- B) APPOINT

<u>Attachments:</u> <u>City Council Assignments (Redline Version)</u>

City Council Assignments Descriptions (Redline Version)

12. Consideration of a Plan to Transition Parking Payment Infrastructure to Payment Kiosks and Mobile Pay Options (Unbudgeted) (Public Works

25-0106

Director Lee).

(Estimated Time: 30 Mins.)

DISCUSS AND PROVIDE DIRECTION

Attachments: Parking Technology Roadmap

PowerPoint Presentation

13. Lot 3 Parking Structure Local Emergency Update (Unbudgeted) (Public

25-0120

Works Director Lee).

(Estimated Time: 30 Mins.)

A) DETERMINE THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION

B) ADOPT RESOLUTION NO. 25-0043 RATIFYING A CONSTRUCTION AGREEMENT WITH CARBON ACTIVATED CORPORATION IN THE AMOUNT OF \$1,160,755 FOR THE CONSTRUCTION OF THE INTERIM PARKING LOT

Attachments: Resolution No. 24-0105

Resolution No. 25-0043

Agreement - Carbon Activated Corporation

Interim Parking Lot Construction Drawings

Map of Planned Parking Modifications

Location Map

PowerPoint Presentation

L. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

In addition to providing reports of meetings and conferences attended by Councilmembers in connection with their official duties at City expense as required by AB 1234, Councilmembers requested at a previous City Council meeting that the following item(s) be placed on the agenda for discussion.

14. City Council AB 1234 Reports.

25-0159

RECEIVE AND FILE

15. Consideration of a Request by Mayor Pro Tem Lesser and Councilmember Tarnay to Discuss the City's Noticing Policy for Residential Overlay District (ROD) Projects (City Manager Mirzakhanian).

<u>25-0182</u>

DISCUSS AND PROVIDE DIRECTION

M. FUTURE AGENDA ITEMS

Councilmembers may request that items be placed on a future agenda with the concurrence of one other Councilmember.

N. CITY MANAGER REPORT

O. CITY ATTORNEY REPORT

P. INFORMATIONAL ITEMS

This section is for items that do not require City Council action.

16. Agenda Forecast (City Clerk Tamura).

<u>25-0151</u>

INFORMATION ITEM ONLY

17. Commission Minutes:

25-0152

This Item Contains Minutes of the following City Commission Meetings:

- a) Library Commission Meeting Minutes of August 12, 2024
- (Parks and Recreation Director Leyman)
- b) Library Commission Meeting Minutes of September 9, 2024 (Parks and Recreation Director Leyman)
- c) Library Commission Meeting Minutes of November 12, 2024 (Parks and Recreation Director Leyman)
- d) Cultural Arts Commission Meeting Minutes of December 16, 2024 (Parks and Recreation Director Leyman)
- e) Parking and Public Improvements Commission Meeting Minutes of January 23, 2025 (Interim Community Development Director Codron) f) Cultural Arts Commission Meeting Minutes of February 19, 2025

(Parks and Recreation Director Leyman)

- g) Finance Subcommittee Action Meeting Minutes of March 6, 2025 (Acting Finance Director Bretthauer)
- h) Library Commission Meeting Minutes of March 10, 2025 (Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

Attachments:

Library Commission Meeting Minutes of August 12, 2024 (Cancelled)

<u>Library Commission Meeting Minutes of September 9, 2024</u>

Library Commission Meeting Minutes of November 12, 2024

Cultural Arts Commission Meeting Minutes of December 16, 2024

(Cancelled)

Parking and Public Improvements Commission Meeting Minutes of

January 23, 2025

Cultural Arts Commission Meeting Minutes of February 19, 2025

Finance Subcommittee Action Meeting Minutes of March 6, 2025

Library Commission Meeting Minutes of March 10, 2025 (Cancelled)

Q. CLOSED SESSION

R. ADJOURNMENT

S. FUTURE MEETINGS

CITY COUNCIL MEETINGS

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April 22, 2025 - Tuesday -- TBD - Boards and Commission Interviews
May 6, 2025 - Tuesday -- 6:00 PM - City Council Meeting
May 13, 2025 - Tuesday -- 6:00 PM - Budget Study Session
May 20, 2025 - Tuesday -- 6:00 PM - City Council Meeting
May 27, 2025 - Tuesday -- 6:00 PM - Budget Study Session
June 3, 2025 - Tuesday -- 6:00 PM - City Council Meeting
June 17, 2025 - Tuesday -- 6:00 PM - City Council Meeting
July 1, 2025 - Tuesday -- 6:00 PM - City Council Meeting
July 15, 2025 - Tuesday -- 6:00 PM - City Council Meeting
August 5, 2025 - Tuesday -- 6:00 PM - City Council Meeting (City Council Reorganization)
August 19, 2025 - Tuesday -- 6:00 PM - City Council Meeting
September 2, 2025 - Tuesday -- 6:00 PM - City Council Meeting
September 16, 2025 - Tuesday -- 6:00 PM - City Council Meeting
October 7, 2025 - Tuesday -- 6:00 PM - City Council Meeting
October 21, 2025 - Tuesday -- 6:00 PM - City Council Meeting
November 4, 2025 - Tuesday -- 6:00 PM - City Council Meeting
November 18, 2025 - Tuesday -- 6:00 PM - City Council Meeting
December 2, 2025 - Tuesday -- 6:00 PM - City Council Meeting
December 16, 2025 - Tuesday -- 6:00 PM - City Council Meeting
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BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

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April 21, 2025 - Monday - 4:00 PM - Cultural Arts Commission Meeting
April 23, 2025 - Wednesday - 3:00 PM - Planning Commission Meeting
April 24, 2025 - Thursday - 4:00 PM - Parking and Public Improvements Commission Meeting
April 28, 2025 - Monday - 4:00 PM - Parks and Recreation Commission Meeting
May 12, 2025 - Monday - 4:00 PM - Library Commission Meeting
May 14, 2025 - Wednesday - 3:00 PM - Planning Commission Meeting
May 19, 2025 - Monday - 4:00 PM - Cultural Arts Commission Meeting
May 22, 2025 - Thursday - 4:00 PM - Parking and Public Improvements Commission Meeting
May 26, 2025 - Monday - 4:00 PM - Parks and Recreation Commission Meeting (Reschedule to Thursday, May 29, 2025)
May 28, 2025 - Wednesday - 3:00 PM - Planning Commission Meeting
May 29, 2025 - Thursday - 4:00 PM - Parks and Recreation Commission Meeting (Rescheduled from Monday, May 26, 2025)
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T. CITY OFFICES CLOSED

CITY HOLIDAYS:

May 26, 2025 - Monday - Memorial Day

July 4, 2024 - Thursday - Independence Day

September 1, 2025 - Monday - Labor Day

October 13, 2025 – Monday – Columbus Day

November 11, 2025 – Tuesday – Veterans Day

November 27-28, 2024 - Thursday & Friday - Thanksgiving Holiday

December 24, 2025 - Wednesday - Christmas Eve (City Hall Closes at 12:00 PM)

December 25, 2025 - Thursday - Christmas Day Observed

December 31, 2024 - Wednesday - New Year's Eve (City Hall Closes at 12:00 PM)

January 1, 2026 - Thursday - New Years Day Observed

January 19, 2026 – Monday – Martin Luther King Day

February 16, 2026 - Monday - Presidents Day

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Members of the City Council

FROM:

Mayor Howorth

SUBJECT:

Presentation of Certificates of Recognition to Alicia Fei, Evan Lee, Marcus Mann, Elara Onat, and Sophia Zandpour for Receiving the 2025 Circle Award for Excellence in Poetry Sponsored by the Parks and Recreation Department's Older Adults Program.

PRESENT

The City Council of the City of Manhattan Beach and the
Parks and Recreation Department's Older Adults Program
Does Hereby Proudly Recognize the
Following Students for Receiving the
2025 Circle Award for Excellence in Poetry Composition

Alicia Fei Evan Lee Marcus Mann Elara Onat Sophia Zandpour



The City Council of the City of Manhattan Beach
Along with the Parks and Recreation Department's Older Adults Program
Does Hereby Proudly Recognize

Hlicia Fei

for receiving the

2025 Circle Award for Excellence in Poetry Composition



The City Council of the City of Manhattan Beach
Along with the Parks and Recreation Department's Older Adults Program
Does Hereby Proudly Recognize

Elara Onat

for receiving the

2025 Circle Award for Excellence in Poetry Composition



The City Council of the City of Manhattan Beach
Along with the Parks and Recreation Department's Older Adults Program
Does Hereby Proudly Recognize



for receiving the

2025 Circle Award for Excellence in Poetry Composition

Dated this 15th Day of April, 2025

Mayor Amy Thomas Howorth



The City Council of the City of Manhattan Beach
Along with the Parks and Recreation Department's Older Adults Program
Does Hereby Proudly Recognize

Marcus Mann

for receiving the

2025 Circle Award for Excellence in Poetry Composition

Dated this 15th Day of April, 2025

Shews Hewart

Mayor Amy Thomas Howorth



The City Council of the City of Manhattan Beach
Along with the Parks and Recreation Department's Older Adults Program
Does Hereby Proudly Recognize

Sophia Zandpour

for receiving the

2025 Circle Award for Excellence in Poetry Composition

Dated this 15th Day of April, 2025

**Mayor Amy Thomas Howorth*

Mayor Amy Thomas Howorth*

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Members of the City Council

FROM:

Mayor Howorth

SUBJECT:

Presentation of Certificates of Recognition to the Outdoor Dining Task Force Members for their Participation as a Member and Alternate.

PRESENT

The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize the Following
For their participation as a member and alternate of the
Outdoor Dining Task Force

<u>Planning Commissioners</u> Joseph Ungoco, Member Kristin Sistos, Alternate

Parking and Public Improvements Commissioner
Bob DaGiau, Member

<u>Downtown Business and Professional Association (DBPA)</u>
Jill Lamkin, Member

<u>Chamber of Commerce</u> Maureen McBride, Member

Downtown Residents
Jim Burton, Member
Carol Perrin, Alternate

North Manhattan Beach Business Improvement District (NMBBID)
Mike Simms, Member

North Manhattan Beach Residents

Kimberlee Kelly, Member Michael Cohen, Alternate

Commercial (MVSC)
Don Ziss, Member
Sher Willis, Alternate

Commercial (Non-MVSC)
Harout Ashikian, Member
At-Large Residents
Paul Mullin, Member
Bridgette Goodman, Member
Brenda O'Leary, Alternate
Loretta Raftery, Alternate

At-Large Resident/Business
Faith Lyons, Member
Peir Serota, Member
Audrey Judson, Member
Rachel Vandenberg, Alternate
Gerry Morton, Alternate
George Wright, Alternate



The City Council of the City of Manhattan Beach Does Hereby Recognize

Joseph Ungoco

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Kristin Sistos

for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		



The City Council of the City of Manhattan Beach Does Hereby Recognize

Bob Da Giau

for your participation as a member of the

Outdoor Dining Task Force



The City Council of the City of Manhattan Beach Does Hereby Recognize

Maureen McBride

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Till Lamkin

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		



The City Council of the City of Manhattan Beach Does Hereby Recognize

Jim Burton

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		



The City Council of the City of Manhattan Beach Does Hereby Recognize



for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Mike Simms

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Kimberlee Kelly

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Michael Cohen

for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize



for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		



The City Council of the City of Manhattan Beach Does Hereby Recognize

Sher Willis

for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		



The City Council of the City of Manhattan Beach Does Hereby Recognize

Harout Ashikian

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Paul Mullin

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Bridgette Goodman

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Brenda O'Leary

for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Loretta Raftery

for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Faith Lyons

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		



The City Council of the City of Manhattan Beach Does Hereby Recognize

Peir Serota

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Audrey Judson

for your participation as a member of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH	
MAYOR PRO TEM DAVID LESSER	
COUNCILMEMBER JOE FRANKLIN	
COUNCILMEMBER NINA TRIEU TARNAY	
COUNCILMEMBER STEVE S. CHARELIAN	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Rachel Vandenberg

for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		
	11/11/1	



The City Council of the City of Manhattan Beach Does Hereby Recognize

Gerry Morton

for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		



The City Council of the City of Manhattan Beach Does Hereby Recognize

George Wright

for your participation as a alternate of the

Outdoor Dining Task Force

MAYOR AMY THOMAS HOWORTH		
MAYOR PRO TEM DAVID LESSER		
COUNCILMEMBER JOE FRANKLIN		
COUNCILMEMBER NINA TRIEU TARNAY		
COUNCILMEMBER STEVE S. CHARELIAN		

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Liza Tamura, City Clerk Martha Alvarez, Assistant City Clerk Breana Contreras, Deputy City Clerk Jamie Morita, Office Assistant

SUBJECT:

City Council Minutes:

This Item Contains Minutes of the Following City Council Meeting(s):

- a) City Council Adjourned Regular Meeting Minutes of March 31, 2025
- b) City Council Adjourned Regular Meeting Minutes of April 1, 2025
- c) City Council Regular Meeting Minutes of April 1, 2025 (City Clerk Tamura).

APPROVE

RECOMMENDATION:

The attached minutes are for City Council approval:

Attachment(s):

- 1. City Council Adjourned Regular Meeting Minutes of March 31, 2025
- 2. City Council Adjourned Regular Meeting Minutes of April 1, 2025
- 3. City Council Regular Meeting Minutes of April 1, 2025

City of Manhattan Beach

1400 Highland Avenue Manhattan Beach, CA 90266



Meeting Minutes - Draft

Monday, March 31, 2025 4:30 PM

City Council Chambers and Zoom

City Council Adjourned Regular Meeting

ELECTED OFFICIALS
Mayor Amy Thomas Howorth
Mayor Pro Tem David Lesser
Councilmember Joe Franklin
Councilmember Nina Trieu Tarnay
Councilmember Steve S. Charelian

PLEASE NOTE THAT THE CITY ARCHIVES THE VIDEO RECORDINGS OF ALL REGULAR CITY COUNCIL MEETINGS AND THE VIDEO FOR THIS MEETING IS HEREBY INCORPORATED BY THIS REFERENCE. ALSO IN SUPPORT OF MORE TRANSPARENCY AND THE AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE, THE CITY OFFERS CLOSED CAPTIONING FOR REGULAR CITY COUNCIL MEETINGS. FOR A COMPLETE RECORD OF THIS CITY COUNCIL MEETING, GO TO:

www.manhattanbeach.gov/departments/city-clerk/city-council-meetings-agendas-and-minutes

A. CALL MEETING TO ORDER

Mayor Howorth called the meeting to order.

B. PLEDGE TO THE FLAG

Mayor Howorth led the Pledge of Allegiance.

C. ROLL CALL

Roll Call by City Clerk Liza Tamura.

Present: 5 - Mayor Howorth, Mayor Pro Tem Lesser, Councilmember Franklin, Councilmember Tarnay and Councilmember Charelian

D. APPROVAL OF THE AGENDA

A motion was made by Mayor Pro Tem Lesser, seconded by Councilmember Charelian, to approve the agenda. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

E. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Mayor Howorth opened the floor to public comments.

Seeing no requests to speak, Mayor Howorth closed the floor to public comments.

F. CLOSED SESSION

City Attorney Quinn Barrow announced the following Closed Session:

I. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiator:

Peter Brown, Chief Negotiator

Employee Group(s):

Manhattan Beach Police Officers Association
Manhattan Beach Police Management Association
Manhattan Beach Firefighters' Association
Manhattan Beach Mid-Management Employee Association
California Teamsters Local 911
Manhattan Beach Part-Time Employees Association

Unrepresented (Executive, Management & Confidential)

II. RECESS INTO CLOSED SESSION

At 4:32 PM, the City Council recessed into Closed Session.

III. RECONVENE INTO OPEN SESSION

At 5:50 PM, the City Council reconvened into Open Session with all City Councilmembers present.

IV. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Attorney Barrow announced that the City Council went into Closed Session to discuss labor negotiations with respect to the employee groups identified on the agenda. The City Council gave direction and no other reportable action was taken.

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At 5:52 PM, Mayor Howorth adjourned the meeting.

	Jamie Morita
	Recording Secretary
	Amy Thomas Howorth
	Mayor
ATTEST:	
Liza Tamura City Clerk	

City of Manhattan Beach

1400 Highland Avenue Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, April 1, 2025 5:00 PM

City Council Chambers and Zoom

City Council Adjourned Regular Meeting

ELECTED OFFICIALS
Mayor Amy Thomas Howorth
Mayor Pro Tem David Lesser
Councilmember Joe Franklin
Councilmember Nina Trieu Tarnay
Councilmember Steve S. Charelian

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www.manhattanbeach.gov/departments/city-clerk/city-council-meetings-agendas-and-minutes

A. CALL MEETING TO ORDER

Mayor Howorth called the meeting to order.

B. PLEDGE TO THE FLAG

Kevin Saville led the Pledge of Allegiance.

C. ROLL CALL

Roll Call by City Clerk Liza Tamura.

Present: 5 - Mayor Howorth, Mayor Pro Tem Lesser, Councilmember Franklin, Councilmember Tarnay and Councilmember Charelian

D. APPROVAL OF THE AGENDA

The Approval of the Agenda occurred after Item E. Public Comments.

E. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Mayor Howorth opened the floor to public comments. The following individual spoke:

Michael Jenkins

Seeing no further requests to speak, Mayor Howorth closed the floor to public comments.

D. APPROVAL OF THE AGENDA

A motion was made by Councilmember Tarnay, seconded by Councilmember Franklin, to approve the agenda. The motion carried by the following vote:

Aye: 5 - Mayor Howorth, Mayor Pro Tem Lesser, Franklin, Tarnay and Charelian

Nay: 0

F. CLOSED SESSION

City Attorney Quinn Barrow announced the following Closed Session:

I. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

Property(ies):

400 Manhattan Beach Blvd.

(AIN: 4179007016) (AIN: 4179007004) (AIN: 4179007005)

Agency Negotiator:

Talyn Mirzakhanian, City Manager

Negotiating Parties:

SOUTHERN CALIF FIRST TRUST NATL

Under Negotiations: (Price and Terms of Payment)

City Attorney Quinn Barrow stated that the only remaining issue for the closed session would be the terms of payment.

II. RECESS INTO CLOSED SESSION

At 5:05 PM, the City Council recessed into Closed Session.

III. RECONVENE INTO OPEN SESSION

At 6:00 PM, the City Council reconvened into Open Session with all City Councilmembers present.

IV. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Attorney Quinn Barrow announced that the City Council went into Closed Session to discuss the item identified on the agenda. It was a conference with real property negotiators, with respect to the property located at 400 Manhattan Beach Boulevard. The City Council gave direction on terms of payment. There was no reportable action taken.

G. ADJOURNMENT

At 6:01 PM, Mayor Howorth adjourned the meeting.

	 Jamie Morita
	Recording Secretary
	Amy Thomas Howorth
	Mayor
ATTEST:	
Liza Tamura	
City Clerk	

City of Manhattan Beach

1400 Highland Avenue Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, April 1, 2025 6:00 PM

Regular Meeting

City Council Chambers and Zoom

City Council Regular Meeting

ELECTED OFFICIALS
Mayor Amy Thomas Howorth
Mayor Pro Tem David Lesser
Councilmember Joe Franklin
Councilmember Nina Trieu Tarnay
Councilmember Steve S. Charelian

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www.manhattanbeach.gov/departments/city-clerk/city-council-meetings-agendas-and-minutes

A. CALL MEETING TO ORDER

Mayor Howorth called the meeting to order.

B. PLEDGE TO THE FLAG

Talia Higgings of Pennekamp Elementary School led the Pledge of Allegiance.

C. ROLL CALL

Roll Call led by City Clerk Liza Tamura.

Present: 5 - Mayor Howorth, Mayor Pro Tem Lesser, Councilmember Franklin, Councilmember Tarnay and Councilmember Charelian

D. CEREMONIAL CALENDAR

 Presentation of Certificates of Recognition to the Mira Costa High School Cheer Team for Winning First Place in the 2025 CIF State Championship Invitational (Continued from the March 4, 2025, City Council Meeting). <u>25-0134</u>

PRESENT

On behalf of the City Council, Mayor Howorth presented Certificates of Recognition to the Mira Costa High School Cheer Team for winning first place in the 2025 CIF State Championship Invitational.

Cheerleaders

Jolie Fach

Summer Apirian

Ciara Stone

Claire Jang

Jessica McMurrey

Julia Truitt

Laila Usmani

Mailina Honda

Mila Lange

Victoria Silva

Stella Short Love

Skyler Avila

Chandler Stone

Kylie Cullen

Landyn Behrens

Maddie Rosenfeld

Maya Rose Rauch

Pia S. Meidav

Riley Mahoney

Riley Miller

Sophia Pena

Riley Marsh

Sophia Zagross

Ava Llorens

Bri Havlin

Margaret Lorenzen

Miki Uchida

Tessa Lukas

Captains

Gabby Coelho, Captain

Jenna Brodkin, Captain

Kaylie Fenton, Captain

Maggie Ryan, Captain

Megan Kernochan, Captain

Sawyer Bertino, Captain

Coaches

Travis Neese, Coach Timothy Rivera, Assistant Coach Breanna Gonzalez, Assistant Coach (Unable to attend)

E. APPROVAL OF AGENDA AND WAIVER OF FULL READING OF ORDINANCES

A motion was made by Councilmember Tarnay, seconded by Mayor Pro Tem Lesser, to pull Agenda Item Nos. 6 and 7 to be heard under Section I - Items Removed From the Consent Calendar and waive full reading of ordinances. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

F. CITY COUNCIL AND COMMUNITY ORGANIZATION ANNOUNCEMENTS OF UPCOMING EVENTS (1 MINUTE PER PERSON)

Library Manager Josh Murray announced that April is Arts Month and shared that the library is giving away Civic Arts Passports while supplies last. He invited children and families in the community to a special event, where members of the Teen Advisory Board will read their original story about an otter's quest to save the reef. The event will also include games and activities, and is open to families, teens, and kids on April 17, 2025, from 11:00 to 12:00 PM.

Planning Manager Adam Finestone informed the community of a forum to learn about the Residential Overlay District (ROD) at the Joslyn Community Center on April 9, 2025, from 6:00 - 8:00 PM.

Environmental Programs Administrator Britny Coker-Moen shared information about the City's Earth Month campaign, taking place throughout the month of April. Stamp cards featuring a variety of activities are available, with additional activities listed on the City's website at www.manhattanbeach.gov/earthmonth. All activities are free and open to the public. Participants can redeem their prizes at the Earth Day Celebration event, held at the Farmers Market behind the library on April 29, 2025. Additionally, there will be a morning Ocean Protection Tour on April 29, 2025, and RSVPs can be made through the City website.

Planning Manager Finestone provided an update regarding Item No. 6 on the agenda, noting that the City has received several comments related to the Residential Overlay District (ROD). He clarified that the ROD is not on this evening's agenda and reminded the public that the ROD community forum will be held at the Joslyn Community Center on April 9, 2025, from 6:00 PM to 8:00 PM.

Waste Management (WM) Recycling Education Representative Bobby Bell announced that the first paper shredding event of the year will take place at Mira Costa High School on April 26, 2025. Each resident or business owner may bring up to three banker boxes of paper for free shredding.

Councilmember Franklin announced that last Tuesday, he represented the South Bay Cities Council of Governments by providing public comments to the Los Angeles County Board of Supervisors, as part of the next steps toward funding solutions for the unhoused. He shared that the Board has established a Local Solutions Fund, through which a portion of Measure A funds will be allocated to the South Bay Cities Council of Governments to help connect individuals with the services they need.

G. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Mayor Howorth opened the floor to public comments. The following individual(s) spoke:

Lee Phillips
John Warner
Manny Alcantara Jr.
Nancy Harada
Nick D.
Chris Prodromides
Heather Kim
Ray Joseph

Seeing no further requests to speak, Mayor Howorth closed the floor to public comments.

H. CONSENT CALENDAR (APPROVE)

A motion was made by Mayor Pro Tem Lesser, seconded by Councilmember Charelian, to approve the Consent Calendar with Agenda Item Nos. 6 and 7 being removed to be heard under Section I - Items Removed From the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

2. City Council Minutes:

25-0145

This Item Contains Minutes of the Following City Council Meeting(s):

- a) City Council Adjourned Regular Meeting (Outdoor Dining Study Session) Minutes of March 11, 2025
- b) City Council Adjourned Regular Meeting Minutes of March 18, 2025
- c) City Council Regular Meeting Minutes of March 18, 2025 (City Clerk Tamura).

APPROVE

The recommendation for this item was approved on the Consent Calendar.

3. Declaration of Proclamations for the Following:

25-0149

- a) April 2, 2025, as World Autism Awareness Day
- b) April 8, 2025, as International Be Kind To Lawyers Day
- c) April 21, 2025, as National Volunteer Appreciation Day
- d) April 22, 2025, as Earth Day
- e) April 23, 2025, as National Administrative Professionals Day
- f) April 6 April 12, 2025, as National Library Week
- g) April 12 April 19, 2025, as National Public Safety Telecommunicators (RCC) Week
- h) April 13 April 19, 2025, as Animal Control Officers Appreciation Week
- i) April 27 May 3, 2025, as Preservation Week (Collection of Written Material and Artifacts/History)
- j) April 2025, as National Earth Month
- k) April 2025, as Records and Information Management Month
- I) April 2025, as National Volunteer Month.

PROCLAIM

The recommendation for this item was approved on the Consent Calendar.

 Consideration of an Update on the City's Homelessness Initiatives (No Budget Impact) (City Manager Mirzakhanian). <u>25-0035</u>

RECEIVE AND FILE

The recommendation for this item was approved on the Consent Calendar.

5. Consideration of a Resolution Ordering Plans, Specifications, Cost Estimates, and Engineer's Report for Annual Street Lighting and Landscaping Assessments (No Budget Impact) (Acting Finance Director Bretthauer). 25-0108

ADOPT RESOLUTION NO. 25-0031

The recommendation for this item was approved on the Consent Calendar.

6. Consideration of Second Reading and Adoption of Ordinance No. 25-0004, Amending the Manhattan Beach Municipal Code and the Manhattan Beach Local Coastal Program to Implement Five Programs Included in the City's 6th Cycle Housing Element, and Adopting the Second Addendum to a Previously Adopted Negative Declaration (No Budget Impact) (Interim Community Development Director Codron). <u>25-0136</u>

25-0101

ADOPT ORDINANCE NO. 25-0004

This item was removed from the Consent Calendar and heard under Section I - Items Removed from the Consent Calendar.

- 7. Consideration of Resolutions Making a Determination that the Manhattan Beach Advanced Traffic Signal (MBATS) System Project Qualifies for a Categorical Exemption Pursuant to Section 15301 Class 1 (c) of the State CEQA Guidelines; Approving the Plans and Specifications; Awarding a Construction Agreement to Crosstown Electrical & Data, Inc. for \$15,028,763, Including Contingency; and Approving the Professional Services Agreement with Ardurra Group, Inc. for \$1,111,741 for Construction Management and Inspection Services (No Budget Impact) (Public Works Director Lee).
 - A) ADOPT RESOLUTION NOS. 25-0032 AND 25-0033
 - B) MAKE A DETERMINATION OF EXEMPTION PURSUANT TO CEQA

This item was removed from the Consent Calendar and heard under Section I - Items Removed from the Consent Calendar.

- 8. Consideration of an Urgency Ordinance and Introduction and First Reading of an Ordinance Amending Chapter 2.37 (Public Projects) of the Manhattan Beach Municipal Code to Remove the Online Bid and Proposal Service Fee for Capital Projects and Public Construction Projects (No Budget Impact) (Public Works Director Lee).
- <u>25-0104</u>

- A) ADOPT URGENCY ORDINANCE NO. 25-0003-U
- B) INTRODUCE AND CONDUCT FIRST READING OF ORDINANCE NO. 25-0003

The recommendation for this item was approved on the Consent Calendar.

City Attorney Quinn Barrow announced that, due to an oversight, he was requesting the City Council's consideration of a motion to reconsider the Consent Calendar.

9. Lot 3 Parking Structure Local Emergency Update (Unbudgeted) (Public Works Director Lee).

25-0123

DETERMINE THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION

The recommendation for this item was approved on the Consent Calendar.

I. ITEMS REMOVED FROM THE CONSENT CALENDAR

6. Consideration of Second Reading and Adoption of Ordinance No. 25-0004, Amending the Manhattan Beach Municipal Code and the Manhattan Beach Local Coastal Program to Implement Five Programs Included in the City's 6th Cycle Housing Element, and Adopting the Second Addendum to a Previously Adopted Negative Declaration (No Budget Impact) (Interim Community Development Director Codron). 25-0136

ADOPT ORDINANCE NO. 25-0004

Mayor Pro Tem Lesser provided that he pulled the item because it has been a subject of significant concern among residents. He would like to clarify with City staff what the item does and does not pertain to, and to address residents' questions, specifically, why the item cannot be delayed until after the upcoming community meeting related to the Residential Overlay District (ROD).

Planning Manager Adam Finestone provided background regarding the item.

City Manager Talyn Mirzakhanian, Planning Manager Finestone and City Attorney Quinn Barrow responded to City Council questions.

Mayor Howorth opened the floor to public comments. The following individual(s) spoke:

Steve Packwood
Unknown Speaker
Todd Cogan
Unknown Speaker
Unknown Speaker
Ray Joseph
Ryan Tucker
Scott Oranburg
Kevin Downing
Mitchell Chun
Marsha Malozemova
Unknown Speaker

Steve Alexander

Seeing no further requests to speak, Mayor Howorth closed the floor to public comments.

Building Official Ryan Heise, Planning Manager Finestone, City Manager Mirzakhanian and City Attorney Barrow responded to City Council questions.

Mayor Pro Tem Lesser emphasized that the proposed Code amendments are to implement other Housing Element Programs, not the Residential Overlay District (ROD).

A motion was made by Mayor Howorth, seconded by Mayor Pro Tem Lesser, to adopt Ordinance No. 25-0004, an ordinance of the City of Manhattan Beach Amending Title 10 of the Manhattan Beach Municipal Code and Chapter A of the Manhattan Beach Local Coastal Program to implement five programs outlined in the City's 6th Cycle Housing Element and Adopting the Second Addendum to a previously adopted Negative Declaration. The motion carried by the following vote:

Aye: 4 - Howorth, Lesser, Tarnay and Charelian

Nay: 1 - Franklin

At 8:25 PM, the City Council recessed and reconvened at 8:42 PM with all City Councilmembers present.

7. Consideration of Resolutions Making a Determination that the Manhattan Beach Advanced Traffic Signal (MBATS) System Project Qualifies for a Categorical Exemption Pursuant to Section 15301 Class 1 (c) of the State CEQA Guidelines; Approving the Plans and Specifications; Awarding a Construction Agreement to Crosstown Electrical & Data, Inc. for \$15,028,763, Including Contingency; and Approving the Professional Services Agreement with Ardurra Group, Inc. for \$1,111,741 for Construction Management and Inspection Services (No Budget Impact) (Public Works Director Lee).

25-0101

- A) ADOPT RESOLUTION NOS. 25-0032 AND 25-0033
- B) MAKE A DETERMINATION OF EXEMPTION PURSUANT TO CEQA

Councilmember Franklin provided that he pulled the item to give staff the opportunity to inform the public about traffic and data flow improvements through the City's advanced technology.

Public Works Director Erick Lee introduced Principal Civil Engineer Gil Gamboa who provided the staff presentation.

Principal Civil Engineer Gamboa responded to City Council questions.

Mayor Howorth opened the floor to public comments.

Seeing no requests to speak, Mayor Howorth closed the floor to public comments.

A motion was made by Mayor Pro Tem Lesser, seconded by Mayor Howorth, to adopt Resolution No. 25-0032, a resolution of the Manhattan Beach City Council determining a categorical exemption from the CEQA Guidelines for the Manhattan Beach Advanced Traffic Signal (MBATS) System Project; approving the plans and specifications; awarding a construction contract to Crosstown Electrical & Data, Inc.; authorizing the City Manager to approve additional work, if necessary; to adopt Resolution No. 25-0033, a resolution of the Manhattan Beach City Council approving an agreement between City of Manhattan Beach and Ardurra Group, Inc. for construction management and inspection services for the Manhattan Beach Advanced Traffic Signal (MBATS) System Project; and made a determination of exemption pursuant to CEQA. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

H. CONSENT CALENDAR (APPROVE)

City Attorney Quinn Barrow announced that, due to an oversight, he was requesting the City Council's consideration of a motion to reconsider the Consent Calendar.

A motion was made by Mayor Pro Tem Lesser, seconded by Councilmember Franklin, to reconsider the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

City Attorney Barrow asked if there was a motion to reconsider Item No. 8 on the Consent Calendar.

A motion was made by Councilmember Charelian, seconded by Mayor Pro Tem Lesser, to reconsider Item No. 8 on the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

8. Consideration of an Urgency Ordinance and Introduction and First Reading of an Ordinance Amending Chapter 2.37 (Public Projects) of the Manhattan Beach Municipal Code to Remove the Online Bid and Proposal Service Fee for Capital Projects and Public Construction Projects (No Budget Impact) (Public Works Director Lee).

25-0104

- A) ADOPT URGENCY ORDINANCE NO. 25-0003-U
- B) INTRODUCE AND CONDUCT FIRST READING OF ORDINANCE NO. 25-0003

City Attorney Barrow asked if there was a motion to adopt the Urgency Ordinance and to introduce the Regular Ordinance related to Item No. 8 on the Consent Calendar.

City Attorney Quinn Barrow read the title for Urgency Ordinance No. 25-0003-U:

AN URGENCY ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING MANHATTAN BEACH MUNICIPAL CODE CHAPTER 2.37 OF TITLE 2 TO REMOVE ONLINE BID AND PROPOSAL SERVICE FEES AND DECLARING THE URGENCY THEREOF City Attorney Quinn Barrow read the title for Ordinance No. 25-0003:

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING MUNICIPAL CODE CHAPTER 2.37 OF TITLE 2 TO REMOVE ONLINE BID AND PROPOSAL SERVICE FEES

A motion was made by Councilmember Tarnay, seconded by Councilmember Franklin, to adopt Urgency Ordinance No. 25-0003-U and introduce the Regular Ordinance No. 25-0003. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

City Attorney Barrow asked if there was a motion to approve the Consent Calendar, with Item Nos. 6, 7, and 8 removed for individual consideration.

A motion was made by Mayor Pro Tem Lesser, seconded by Councilmember Charelian, to approve the Consent Calendar with Agenda Item Nos. 6, 7 and 8 being removed for individual consideration. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

J. PUBLIC HEARINGS

None.

K. GENERAL BUSINESS

10. Consideration of Resolutions Authorizing the Acquisition of Property Located at 400 Manhattan Beach Boulevard; Appropriating \$13,221,000 from the CIP Fund for the Purchase and Potential Demolition of the On-Site Structure; Transferring \$13,221,000 from the Unreserved General Fund Balance to the CIP Fund; Authorizing the City Manager to Execute All Documents Required to Complete the Acquisition; and Approving the Intention to Issue Tax-Exempt Obligations (Unbudgeted) (City Manager Mirzakhanian).

25-0157

(Estimated Time: 1 Hr.)

- A) ADOPT RESOLUTION NOS. 25-0035 and 25-0036
- **B) APPROPRIATE FUNDS**

City Manager Talyn Mirzakhanian provided the staff presentation and then introduced Acting Finance Director Libby Bretthauer, who continued with the presentation.

Acting Finance Director Bretthauer, City Attorney Quinn Barrow and City Manager Mirzakhanian responded to City Council questions.

Mayor Howorth opened the floor to public comments. The following individual(s) spoke:

Jim Burton Steve Packwood

Seeing no further requests to speak, Mayor Howorth closed the floor to public comments.

City Attorney Barrow responded to City Council questions.

A motion was made by Councilmember Franklin, seconded by Mayor Howorth, to adopt Resolution No. 25-0035, a resolution of the Manhattan Beach City Council authorizing the acquisition of property located at 400 Manhattan Beach Boulevard (Assessor Parcel Numbers 4179007016, 4179007004, and 4179007005); appropriating \$13,221,000 from the Capital Improvements Projects Fund for the purchase price, associated closing costs and potential demolition of the existing structure; transferring \$13,221,000 from the General Fund Unreserved Fund balance to the CIP Fund; authorizing the City Manager to execute all documents required to complete the acquisition; to adopt Resolution No. 25-0036, a resolution of the City Council of the City of Manhattan Beach regarding its intention to issue tax-exempt obligations; and appropriate funds. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

11. Consideration of a Resolution Adopting a Climate Action and Adaptation Plan (CAAP) (No Budget Impact) (Interim Community Development Director Codron.)

25-0050

(Estimated Time: 1 Hr. 30 Mins.)
ADOPT RESOLUTION NO. 25-0034

Interim Community Development Director Michael Codron introduced Environmental Programs Administrator Britiny Coker-Moen who provided the PowerPoint presentation.

Environmental Programs Administrator Coker-Moen introduced Environmental Science Associates Urban Planner Stephanie Cadena, who continued with the presentation.

Environmental Programs Administrator Coker-Moen, Environmental Science Associates Climate Planning Services Director Jeff Caton and Public Works Director Erick Lee responded to City Council questions.

Mayor Howorth opened the floor to public comments. The following individual(s) spoke:

Stefan Kampe Steve Packwood Lisa Rider Unknown Speaker

Seeing no further requests to speak, Mayor Howorth closed the floor to public comments.

Environmental Programs Administrator Coker-Moen and Environmental Science Associates Climate Planning Services Director Caton responded to City Council questions.

A motion was made by Mayor Howorth, seconded by Mayor Pro Tem Lesser, to adopt Resolution No. 25-0034, a resolution of the Manhattan Beach City Council approving the Climate Action and Adaptation Plan and making a determination for exemption under CEQA. The motion carried by the following vote:

Aye: 5 - Howorth, Lesser, Franklin, Tarnay and Charelian

Nay: 0

L. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

12. City Council AB 1234 Reports.

25-0143

RECEIVE AND FILE

None.

13. Consideration of a Request by Councilmember Tarnay and Mayor Howorth to Discuss the Use of a Shuttle Service in the City (City Manager Mirzakhanian).

<u>25-0153</u>

DISCUSS AND PROVIDE DIRECTION

Mayor Pro Tem Lesser provided that he would be the third vote in order to have the item return on a future agenda.

The City Council directed staff to provide a comprehensive report regarding the use of a shuttle service in the City.

14. Consideration of a Request by Councilmember Tarnay and Mayor Howorth to Discuss the Ways for the City to Support Marine Mammal Care Center (City Manager Mirzakhanian).

<u>25-0154</u>

DISCUSS AND PROVIDE DIRECTION

Councilmember Charelian provided that he would be the third vote in order to have the item return on a future agenda.

The City Council directed staff to provide a comprehensive report regarding ways for the City to support Marine Mammal Care Center.

15. Consideration of a Request by Councilmember Franklin and Councilmember Charelian to Discuss an Electrical Cost Study of City Facilities and the Potential Fiscal Implications of Lowering the City's Renewable Energy Rate (City Manager Mirzakhanian).

25-0155

DISCUSS AND PROVIDE DIRECTION

There was no third vote to proceed further with the request to discuss an electrical cost study of City facilities and the potential fiscal implications of lowering the City's renewable energy rate.

16. Consideration of a Request by Mayor Howorth and Councilmember Franklin to Discuss the Deposit Submitted by Michael Zisliss for the Installation of a Trash Enclosure at Brewco, Due to Potential Changes in the City's Trash Enclosure Requirements Since the Deposit Was Made (City Manager Mirzakhanian).

25-0156

DISCUSS AND PROVIDE DIRECTION

Councilmember Charelian provided that he would be the third vote in order to have the item return on a future agenda.

The City Council directed staff to provide a comprehensive report regarding the deposit submitted by Michael Zislis for the installation of a trash enclosure at Brewco, due to potential changes in the City's trash enclosure requirements since the deposit was made.

M. FUTURE AGENDA ITEMS

Mayor Pro Tem Lesser requested to agendize a discussion on appointing a successor liaison or establishing a Library Subcommittee with two City Councilmembers to participate in upcoming discussions with the Los Angeles County regarding surplus funds for the Manhattan Beach Library of the Los Angeles County Public Library. Mayor Howorth concurred.

Mayor Pro Tem Lesser requested to agendize a discussion on noticing and communication requirements for density bonus projects. Councilmember Tarnay concurred.

N. CITY MANAGER REPORT

None.

O. CITY ATTORNEY REPORT

None.

P. INFORMATIONAL ITEMS

17. Agenda Forecast (City Clerk Tamura).

25-0146

INFORMATION ITEM ONLY

This item was received and filed by order of the Chair.

Q. CLOSED SESSION

None.

R. ADJOURNMENT

At 10:18 PM, Mayor Howorth adjourned the meeting to the Monday, April 14, 2025, Adjourned Regular City Council Meeting, at 4:00 PM.

	Breana Contreras
	Recording Secretary
	Amy Thomas Howorth Mayo
ATTEST:	
 Liza Tamura	
City Clerk	

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Libby Bretthauer, Acting Finance Director Julie Bondarchuk, Financial Controller Marcelo Serrano, Budget & Financial Analyst

SUBJECT:

Financial Report:

a) Schedule of Demands: March 2025

b) Investment Portfolio Report: February 2025

c) Month End Financial Reports: February 2025

(No Budget Impact) (Acting Finance Director Bretthauer).

ACCEPT REPORT AND DEMANDS

RECOMMENDATION:

Staff recommends that the City Council accept the attached reports and demands.

FISCAL IMPLICATIONS:

The financial report included herein is designed to communicate fiscal activity based upon adopted and approved budget appropriations. No further action of a fiscal nature is requested as part of this report.

The total value of the warrant registers for March is \$10,827,545.47.

BACKGROUND:

Finance staff prepares a variety of financial reports for the City Council and the Finance Subcommittee. A brief discussion of the attached reports follows.

DISCUSSION:

Schedule of Demands:

Every month staff prepares a comprehensive listing of all disbursements with staff certification that the expenditure transactions listed have been reviewed and are within budgeted appropriations.

File Number: 25-0169

Investment Portfolio:

Investment reports are provided to the Finance Subcommittee with summary reporting to City Council. The month-end portfolio includes a certification by the Finance Director that all investments comply with established Investment Policies (or with Finance Subcommittee approved exceptions) and there is sufficient liquidity to support projected expenditures.

Month End Financial Reports:

This package includes summary level financial information for the month ending February 28, 2025. This report marks the eighth month of fiscal year 2025 and reflects the adopted budget plus subsequent budget amendments approved by City Council. The report provides monthly and year-to-date activity for all funds and departments presenting a snapshot of budget performance. A report highlighting the performance of key revenue sources is also included.

Lastly, a summary of balance sheet accounts managed by the City is included to provide the balances as of February 28, 2025. Balance sheet accounts record funds collected from private parties for a specific use together with the various expenditures that result from associated projects and activities. This report shows a brief description of each account along with its purpose, month-end balance, and the managing department.

PUBLIC OUTREACH:

After analysis, staff determined that public outreach was not required for this issue.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

- 1. Schedule of Demands for March 2025
- 2. Investment Portfolio for the Month of February 2025
- 3. Month End Report for the Month of February 2025

City of Manhattan Beach Finance Department





Schedule of Demands
March 2025



WARRANT REGISTERS

FOR THE MONTH OF MARCH 2025

CITY COUNCIL MEETING: APRIL 15, 2025

THE CLAIMS OR DEMANDS COVERED BY THE BELOW WARRANTS IN THE AMOUNT OF \$ 10,827,545.47 HAVE BEEN REVIEWED AND THAT SAID CLAIMS OR DEMANDS ARE ACCURATE, ARE IN CONFORMANCE WITH THE ADOPTED BUDGET, AND THAT THE FUNDS ARE AVAILABLE THEREOF.

REVIEWED, CERTIFIED AND APPROVED	WARRANT REGISTERS	
BY CITY MANAGER AND FINANCE DIRECTOR	3/7/2025	2,564,924.18
	3/14/2025	1,657,984.64
	3/21/2025	2,499,619.82
	3/28/2025	1,547,925.25
	SUB-TOTAL WARRANTS	8,270,453.89
	VOIDS	(9,218.40)
	PAYROLL REGISTERS	
	3/7/2025	1,239,002.45
	3/21/2025	1,327,307.53
	SUB-TOTAL PAYROLL	2,566,309.98
	TOTAL WARRANTS	\$ 10,827,545.47

WARRANT REGISTER





WIRES	5		
TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
W	CA PUBLIC EMPLOYEES' RETIRMENT SYSTEM	10000001783445MEDICAL INSURANC	584,662.00
W	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PE 2-7-2025 PERS CONTRIBUTION	368,687.71
W	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PE 2-21-2025 PERS CONTRIBUTION	380,495.56
		SUB-TOTAL :	1,333,845.27
WARF	RANT #: AP030725		
TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
Р	AMBER MOOERS	INSTRUCTOR PAYMENT FOR TEACHIN	7,749.32
Р	AMERICAN SPECIALTY HEALTH FITNESS, INC.	EMPLOYEE WELLNESS PROGRAM	3,500.00
Р	AT&T MOBILITY	CELLULAR CHARGES	1,909.89
Р	CA WATER SERVICE COMPANY	MONTHLY CHARGES 1/29-2/26/25	132.70
Р	CCS LOS ANGELES JANITORIAL INC	CCS- JANITORIAL CONTRACT SERVI	887.31
Р	CHANNEL ISLANDS TECHNOLOGY INTEGRATORS' GROUP, INC	NETWORK EQUIPMENT REFRESH AND	5,430.87
Р	COMPANY NURSE LLC	WORK INJURY TRIAGE HOTLINE	330.00
Р	CUSTOMER REFUND	MB PARKS AND REC REFUND 2/27/2	300.00
Р	CUSTOMER REFUND	PERMIT REFUND / TEMPSTREET-25-	485.36
Р	DANA STAGGS	DANA STAGGS PAYMENT FOR BEGG P	480.00
Р	DAWN AMANDA KELLY	DAWN KELLY PAYMENT FOR BEGG PO	110.00
Р	DEG ENTERPRISES INC	METLOX PROPERTY VALUATION	2,500.00
Р	DELTA DENTAL OF CALIFORNIA	DENTAL PREMIUMS MARCH 2025	37,260.88
Р	DEREK CRAWFORD	MICROSOFT 365 TRAINING & CONSU	16,473.93
Р	DRI STICK DECAL CORP	2025-2028 OVERNIGHT PARKING HA	4,188.10
Р	EBS GENERAL ENGINEERING INC	56635 JAN'25 CDBG CYCLE 3 ADA	3,268.00
Р	EMPLOYEE REFUND VENDOR	REIMBURSEMENT FOR PD VEHICLE L	60.33
Р	ERIC SNYDER	PAYMENT #1 FOR EQUANIMITY MURA	43,000.00
Р	GAIL MINDY WINTHROP	GAIL WINTHROP PAYMENT FOR WATE	720.00
Р	GEIL INDUSTRIES	GAS KILN FOR CERAMICS STUDIO	36,623.84
Р	HR GREEN PACIFIC, INC	181869A THRU 11/22/24 BIENNIAL	17,031.25
Р	IRON MOUNTAIN INFO MNGMT INC	RECORDS STORAGE - PERM & ARCHI	1,398.01
Р	KOA NAKKIM	PAYMENT FOR KOA NAKKIM FOR JR.	2,805.00
Р	LACPCA	2025 ANNUAL DUES - R. JOHNSON	500.00
Р	MANHATTAN STITCHING COMPANY	SHIRTS FOR EMPLOYEE BREAKFAST	189.75
Р	MIKE J MANCE	PRESSURE WASHING TRAILER.	20,828.37
Р	NAVIA BENEFIT SOLUTIONS INC	FSA	519.80
P	OCCU HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL SERVICE	709.00
P	PACIFICA SERVICES, INC	359-08 JAN'25 CYCLE 2 WATER IN	11,240.00
Р	JASON HODGKINS	JASON HODGKINS ON-CALL ESCALAT	2,475.00
P	SELECTIVE GIFT INSTITUTE	EMPLOYEE SERVICE AWARDS	27.38
P	SHERI L. ALLEN	SHERI ALLEN PAYMENT FOR WATER	220.00
P	SOUTHERN CALIFORNIA EDISON	MONTHLY CHARGES 2/1-2/28/25	15,257.95
P	SOUTHERN CALIFORNIA EDISON	MONTHLY CHARGES 1/4-2/2/25	28,990.34
P	SQUARE SIGNS LLC	2. 1/2-2/14/25 WAYFINDING PHAS	58,938.00
P	STEPHEN DORECK EQUIPMENT RENTALS INC	4 OCT'24 CYCLE 2 WATER INFRAST	846,106.10
P	SULLY MILLER CONTRACTING CO	SULLY MILLER- AC FINE PG 64-10	382.32
P	TINA KATCHEN GALL	176 FEB'25 COMMUNITY DEVELOPME	902.50
P	TRIAD CONSULTING & SYSTEM DESIGN GROUP	1079 JUNE'24 CITY FACILITY SEC	3,560.00
P			945.12
	UNIFIRST CORPORATION	UNIFORM AND SAFETY MAT RENTAL	
P	UNITED PARCEL SERVICE	WEEKLY SERVICE CHARGE 03/01/25	36.00
P	VECTOR RESOURCES INC	NETWORK ENGINEERING SERVICES	2,250.40
Р	WECK ANALYTICAL ENVIRONMENTAL SERVICES INC	LABORATORY SERVICES FOR WATER	2,653.35
P	ZUMAR INDUSTRIES INC	ZUMAR INDUSTRIES- PUBLIC WORKS	5,961.24
T	FAITH GROUP, LLC	DEC'24 INSPECTION FOR CITYWIDE	4,241.50
T	RICHARDS WATSON & GERSHON	RETAINER (FEBRUARY 2025)	37,500.00
		SUB-TOTAL WARRANT AP030725:	1,231,078.91
		TOTAL WARRANT(S):	2,564,924.18

DISBURSEMENT BY FUND DATED 03/07/2025



Fund	Fund Description	Amount
100	General Fund	1,522,712.87
201	Street Lighting & Landscape Fu	15,257.95
205	Gas Tax Fund	17,031.25
220	Grants Fund	3,268.00
230	Prop. A Fund	683.48
234	Measure M	11,240.00
401	Capital Improvement Fund	7,801.50
501	Water Fund	849,040.40
502	Storm Drain Fund	11.40
503	Sewer Fund	57.02
520	Parking Fund	65,623.91
521	County Parking Lots Fund	145.42
601	Insurance Reserve Fund	4,179.71
605	Information Technology Fund	24,155.20
610	Fleet Management Fund	94.54
615	Building Maintenance & Operati	621.53
802	Special Deposits Fund	43,000.00
	GRAND TOTAL:	2,564,924.18

WARRANT REGISTER



WIRES

TYPE PAYEE NAME **DESCRIPTION AMOUNT** W CITY OF MANHATTAN BEACH FLEXIBLE SPENDING ACCT 12,787.35

SUB-TOTAL: \$ 12,787.35

WARR	ANT #: AP031425		
TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
P	ADMINSURE INC	WC CLAIMS ADMINISTRATION & BIL	5,126.00
Р	ALL CITY MANAGEMENT SVCS	CROSSING GUARD SERVICES 2/2-2/	19,002.35
Р	ANGEL HAMI HO	ADMINISTRATIVE INVESTIGATIVE	4,722.04
Р	ANNE GRAY LEWIS	ANNIE LEWIS WINTER SENIOR CLAS	607.50
Р	AT&T MOBILITY	FIRE OPERATIONS - FEB 2025	5,876.10
Р	AT&T MOBILITY	SCADA - UTILITIES	666.00
Р	BIG BELLY SOLAR LLC	BIG BELLY SOLAR TRASH/RECYCLIN	8,522.86
Р	CA TEAMSTERS LOCAL 911	TEAMSTERS DUES	5,985.00
Р	CAROL BROOKS	INSTRUCTOR PAYMENT FOR JEWELR	250.00
Р	CCS LOS ANGELES JANITORIAL INC	CCS- JANITORIAL CONTRACT SERVI	110.00
Р	CHARTER COMMUNICATIONS HOLDING LLC	FS#1 - MAR 2025 CABLE SERVICES	329.11
Р	CHARTER COMMUNICATIONS HOLDING LLC	FS#2 - MAR 2025 CABLE SERVICES	190.21
Р	CONCENTRA HEALTH SERVICES INC	DOT RANDOM TESTING	72.00
Р	CONNECTA SATELLITE SOLUTIONS LLC	(3) IRRIDIUM ANNUAL PLAN - 150	3,289.44
Р	COPWARE INC	PEACE OFFICERS LEGAL SOURCEBOO	1,725.00
Р	CORODATA RECORDS MANAGEMENT	OFF-SITE RECORD STORAGE 2/1/25	45.55
Р	CUSTOMER REFUND	REFUND BLDC-25-00465 DUE TO IN	293.00
Р	CUSTOMER REFUND	REFUND ROOF-24-01287 DUE TO OW	519.10
Р	CUSTOMER REFUND	WATER CONNECTION FEE - REFUND	351.00
Р	DAIOHS USA, INC	KEURIG MACHINE RENTAL	800.00
Р	DATAWORKS PLUS LLC	LIVESCAN SOFTWARE ANNUAL MAINT	1,456.70
Р	DEKRA LITE INDUSTRIES INC	DEKRA- ON-CALL DECORATIVE LIGH	1,725.00
Р	DOERSCHEL & ASSOCIATES, LLC	AV AND BROADCAST CONSULTING SE	1,125.00
Р	ELIZABETH J HIATT	PAYMENT FOR ELIZABETH HIATT FO	1,099.75
Р	EMPLOYEE REFUND VENDOR	CARLOS OLIVARES - MARCH 2025 A	4,409.72
Р	EMPLOYEE REFUND VENDOR	CWEA - MEMBERSHIP FEE AND COL	229.00
Р	EMPLOYEE REFUND VENDOR	REIMBURSEMENT FOR FOOTWEAR ALL	225.00
Р	EMPLOYEE REFUND VENDOR	RENEWAL OF T2 CERTIFICATION WI	60.00
Р	EMPLOYMENT DEVELOPMENT DEPT	EMPLOYEE GARNISHMENT	384.69
Р	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE IN	ESRI ENGINEERING RETAINER PROF	7,700.00
Р	EQUINIX INC	DATA CENTER SECURE RACK SERVIC	1,701.71
Р	FRANCHISE TAX BOARD	EMPLOYEE GARNISHMENT	275.00
Р	FRANCHISE TAX BOARD	EMPLOYEE GARNISHMENT	25.00
Р	FRANCHISE TAX BOARD	EMPLOYEE GARNISHMENT	671.40
Р	FRONTIER CALIFORNIA INC	MONTHLY CHARGES	96.66
Р	GALLAGHER BENEFIT SERVICES, INC	EXECUTIVE RECRUITMENT SERVICES	12,500.00
Р	GENTRY GENERAL ENGINEERING INC	T-250-7 THRU JAN'25 MV SENIOR	398,619.87
Р	GEOSYNTEC CONSULTANTS INC	609405 JAN'24 DOMINGUEZ CHANNE	17,315.95
Р	HADRONEX INC	FIELD SERVICE LABOR - CASE 665	948.00



WARRANT REGISTER

WARRANT #: AP031425

TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
P	JASON ADDISON SMITH CONSULTING SERVICES INC		146,415.90
Р	K-9 SERVICES LLC	K9 MAINTENANCE TRAINING FEBRUA	1,000.00
Р	KONICA MINOLTA BUSINESS SOLN	DOCUMENT MANAGEMENT SYSTEM MAI	7,342.29
Р	L A COUNTY SHERIFF'S OFFICE	EMPLOYEE GARNISHMENT	372.56
Р	LANCE SOLL & LUNGHARD LLP	FINANCIAL AUDIT SERVICES - AME	10,030.00
Р	LIVEVIEW TECHNOLOGIES INC	MONTHLY LVL 3 SUBSCRIPTION-MAR	2,246.25
Р	M B POLICE OFFICERS ASSOCIA	MBPOA DUES	3,833.53
Р	MANHATTAN BEACH PART TIME EMPLOYEES ASSOC	MBPTEA DUES	25.00
Р	MARC RICHARD COHEN	EMS MEDICAL DIRECTOR 2/1-2/28/	4,500.00
Р	MCGRATH RENTCORP	01/26/2025 TO 02/24/2025	813.59
Р	MERCHANTS LANDSCAPE SVCS INC	MERCHANTS LANDSCAPE MAINTENANC	62,312.04
Р	MERIDIAN RAPID DEFENSE GRP LLC	ANTI VEHICLE BARRIERS FOR HOLI	23,713.59
Р	OCCU HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL SERVICE	479.00
Р	PACIFIC HARBOR MEDICAL GROUP INC.	PROFESSIONAL MEDICAL SERVICES	3,175.00
Р	PROFORCE MARKETING INC	TSR TACT PERFORMANCE POWER MAG	8,562.90
Р	RACE TELECOMMUNICATIONS INC	INTERNET SERVICES/SOUTH BAY FI	2,365.33
Р	REGENTS UNIVERSITY OF CALIFORNIA LOS ANGELES	CE/QI MONTHLY SERVICE -MAR. 20	3,030.15
Р	RK SPORTS LLC	SPORTBALL WINTER I INVOICE	3,213.00
Р	SA ASSOCIATES	JAN-FEB'25 ON CALL PM ART IN P	2,392.50
Р	SBRPCA	QUARTERLY ASSESSMENT BILLING F	304,479.61
Р	SEA CLEAR POOLS INC	BEGG POOL MAINTENANCE AND REPA	540.00
Р	SELECTIVE GIFT INSTITUTE	EMPLOYEE SERVICE AWARD	82.13
Р	SHOETERIA INC	SAFETY BOOTS FOR CODE ENF. OFF	327.21
Р	SOUTH BAY EXPLORER ADVISORS AS	2025 SBEAA YEARLY DUES	500.00
Р	SOUTH BAY SPROUTS LLC	SOUTH BAY SPROUTS PAYMENT FOR	91.00
Р	SOUTH COAST AQMD	EMISSIONS FEES - 1220 MORNINGS	165.96
Р	SOUTHERN CALIFORNIA GAS CO	MONTHLY CHARGES 1/30-3/3/25	13,419.12
Р	SPOK INC	WATER PLANT PAGERS FOR SCAD BA	8.30
Р	SSBRA	FEBRUARY 7 ON 7 REFEREES	3,360.00
Р	STANDARD INSURANCE COMPANY	JANUARY-2025 LIFE AD&D LTD PRE	15,604.01
Р	STATE DISBURSEMENT UNIT	EMPLOYEE GARNISHMENT	73.84
Р	STATE DISBURSEMENT UNIT	EMPLOYEE GARNISHMENT	160.15
Р	STATE DISBURSEMENT UNIT	EMPLOYEE GARNISHMENT	680.76
Р	STATE DISBURSEMENT UNIT	EMPLOYEE GARNISHMENT	206.76
Р	SUSAN SMALLEY	TEAM BUILDING FACILITATION 7 L	1,170.00
Р	TERESA CARTER	TERI PB LESSONS WINTER SESSION	6,402.50
Р	TURBO DATA SYSTEMS INC	NFORCER-II-XF PRINTERS (INCL S	8,856.40
Р	U.S. BANK	PARS	4,933.81
Р	UNDERGROUND SERVICE ALERT OF SOUTHERN CAL	UNDERGROUND SCHEMATIC NOTIFICA	266.07
Р	US BANK NA	US BANK - FUEL PURCHASES	981.64
Р	VISION SERVICE PLAN - (CA)	VISION COBRA PREMIUMS - MAR 20	4,794.55
Р	VITAL MEDICAL SERVICES LLC	OK TO BOOK & BLOOD DRAWS FOR F	13,672.00
Р	WALTERS WHOLESALE ELECTRIC CO	WALTERS WHOLESALE- FS1 STAIRWE	1,156.03



WARRANT REGISTER

WARRANT #: AP031425

TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
P	WASTE MANAGEMENT INC	MONTHLY CHARGES 2/1-2/28/25	288.40
Р	WATER REPLENISHMENT DISTRICT	WELL PRODUCTION - JANUARY 2025	546.25
Р	WECK ANALYTICAL ENVIRONMENTAL SERVICES INC	LABORATORY SERVICES FOR WATER	172.00
Р	ZUMAR INDUSTRIES INC	ZUMAR INDUSTRIES- PUBLIC WORKS	3,599.75
Τ	ESO SOLUTIONS INC	ER - FIRE - HISTORICAL DATA AC	500.00
Τ	HARRIS & ASSOCIATES INC	DIRECT ASSESSMENT SERVICES	4,750.00
Т	ICMA RC PLAN# 300548	DEFERRED COMP 457 & LOAN REPAY	84,067.85
Т	ICMA RC PLAN# 109365	DEFERRED COMP 401A PLAN	1,428.18
Τ	ICMA RC PLAN# 109766	DEFERRED COMP 401A PLAN CONTRI	17,076.33
Τ	ICMA RC PLAN# 803485	RHS PLAN CONTRIBUTION	1,326.13
Т	ICMA RC PLAN# 108075	DEFERRED COMP CM PLAN	671.73
Τ	IPS GROUP INC	PARKING METER FEES, PARTS & LA	25,367.40
Τ	M B POLICE MGMT ASSC	MBPMA DUES	630.00
Т	MANHATTAN BEACH FIREFIGHTERS ASSOCIATION	MBFEA DUES	3,260.37
Т	MB MID MANAGEMENT EMPLOYEES ASSN	MBMEA DUES	1,269.00
Τ	MELAD AND ASSOCIATES INC	CONTRACT PLAN CHECK- BILL TARI	35,638.61
Τ	PORAC RETIREE MEDICAL TRUST	PORAC MEDICAL TRUST	3,600.00
Т	SOUTH COAST LLC	MAINTENANCE & REPAIRS OF FD EM	9,203.25
Т	US BANCORP CARD SERVICES INC	P-CARD CHARGES FOR FEBRUARY 20	274,996.85
		CLID TOTAL WADDANT ADOS1435.	1 64F 107 20

SUB-TOTAL WARRANT AP031425: 1,645,197.29
TOTAL WARRANT(S): \$ 1,657,984.64



DISBURSEMENT BY FUND DATED 03/14/2025

Fund	Fund Description	Amount	
100	General Fund	1,163,261.69	
201	Street Lighting & Landscape Fu	3,387.19	
205	Gas Tax Fund	124,272.72	
211	Police Safety Grants Fund	2,246.25	
401	Capital Improvement Fund	274,347.15	
501	Water Fund	5,181.15	
502	Storm Drain Fund	19,607.63	
503	Sewer Fund	2,962.23	
520	Parking Fund	26,691.68	
521	County Parking Lots Fund	2,596.53	
522	State Pier and Parking Lot Fun	1,160.09	
601	Insurance Reserve Fund	5,198.00	
605	Information Technology Fund	20,234.33	
610	Fleet Management Fund	1,116.88	
615	Building Maintenance & Operati	2,515.03	
802	Special Deposits Fund	3,206.09	
	GRAND TOTAL:	\$ 1,657,984.64	

WARRANT REGISTER



WIRES

TYPE	PAYEE NAME	DESCRIPTION		AMOUNT
W	PAYROLL TAXES	PE 3-07-2025 - F.I.T., S.I.T.		315,322.24
W	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PE 3-7-25 CALPERS CONTRIBUTION		369,624.57
			SUB-TOTAL:	684,946.81

		SUB-TOTAL:	684,946.81
	RANT #: AP032125		
TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
P	1 800 PACK RAT LLC	STORAGE CONTAINER RENTAL	236.84
Р	ADMINSURE INC	WC CLAIMS ADMINISTRATION & BIL	19,068.00
Р	AIR SOURCE INDUSTRIES INC	MONTHLY CYLINDER RENTAL	262.50
Р	AMERICAN SPECIALTY HEALTH FITNESS, INC.	TO PROVIDE A WELLNESS PROGRAM	3,500.00
Р	ANNE GRAY LEWIS	ANNIE LEWIS WINTER REGULAR CLA	4,030.00
Р	ARDURRA GROUP INC	JAN'25 PIER RAILING REPLACEMEN	22,580.00
Р	AT&T MOBILITY	FD EMERGENCY CELL SERVICES - M	1,483.48
Р	BEACH CITIES HEALTH DISTRICT	SUBSTANCE ABUSE AND OPIOID REM	1,310.63
Р	CHARTER COMMUNICATIONS HOLDING LLC	MONTHLY CHARGES 03/3-4/2/25	222.30
Р	CINTAS CORPORATION NO 640	SOAP DISPENSER REFILL	67.06
Р	CONTROL AUTOMATION DESIGN INC	SCADA SYSTEM UPGRADE, PROGRAMM	9,152.00
Р	CYNTHIA L CARVER SVEZIA	BASIC TECHNIQUES OF DRAWING #4	1,627.50
Р	DKS ASSOCIATES	0093772 JAN'25 MB ADVANCED TRA	778.75
Р	DUTHIE ELECTRIC SERVICES	DUTHIE-ON-CALL AUXILIARY GENER	9,841.44
Р	EDEN SERINA	SENIOR YOGA #44018 & #44019	4,150.30
Р	EMPLOYEE REFUND VENDOR	12/09/2024 HEDDE TRAVEL REIMBU	1,112.06
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	267.34
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	197.48
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	HIGH INTENSITY CQB	387.00
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	POST 2025 SYMPOSIUM	16.00
Р	EMPLOYEE REFUND VENDOR	HIGH INTENSITY CQB	420.28
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	270.42
Р	EMPLOYEE REFUND VENDOR	POST 2025 SYMPOSIUM	123.24
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	269.58
Р	EMPLOYEE REFUND VENDOR	CATO SWAT TEAM LEADER COURSE	1,587.86
Р	EMPLOYEE REFUND VENDOR	CLASS A LICENSE DMV FEE J. SMI	98.00
P	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
P	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
P	EMPLOYEE REFUND VENDOR	POST 2025 SYMPOSIUM	68.92
P	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	PROPERTY ROOM MANAGEMENT-IAPE	214.60
Р	EMPLOYEE REFUND VENDOR	ICA WINTER SEMINAR SANTA BARBA	825.62
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	167.66
P	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
P	EMPLOYEE REFUND VENDOR	CATO SWAT COMMANDER COURSE	473.00
P	EMPLOYEE REFUND VENDOR	POST 2025 SYMPOSIUM	16.00
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	270.14
Р	EMPLOYEE REFUND VENDOR	CPCA WORKERS COMP SUMMIT	377.57
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
		POST 2025 SYMPOSIUM	
P P	EMPLOYEE REFUND VENDOR		16.00
P P	EMPLOYEE REFUND VENDOR EMPLOYEE REFUND VENDOR	PUBLIC SECTOR EMPLOYMENT LAW A POST TEAM BUILDING WORKSHOP	174.50 105.50
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	249.98

WARRANT REGISTER

WARRANT #: AP032125



TYPE	RANT #: AP032125 PAYEE NAME	DESCRIPTION	AMOUNT
P	EMPLOYEE REFUND VENDOR	CLASS A DMV PERMIT FEE M. PALM	100.06
Р	EMPLOYEE REFUND VENDOR	FIELD TRAINING OFFICER	231.80
Р	EMPLOYEE REFUND VENDOR	LEAGUE OF CA CITIES CITY MANAG	272.60
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	270.14
Р	EMPLOYEE REFUND VENDOR	LASD CUSTODY ASSISTANT ACADEMY	2,447.29
Р	EMPLOYEE REFUND VENDOR	CHILD PASSENGER SAFETY TECHNIC	79.52
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	PUBLIC SECTOR EMPLOYMENT LAW A	174.50
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	POST 2025 SYMPOSIUM	16.00
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	272.24
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	ICI CHILD ABUSE COURSE	519.32
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	105.50
Р	EMPLOYEE REFUND VENDOR	CHILD PASSENGER SAFETY TECHNIC	112.56
Р	EMPLOYEE REFUND VENDOR	LEAGUE OF CA CITIES CITY MANAG	198.12
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	272.66
Р	EMPLOYEE REFUND VENDOR	POST TEAM BUILDING WORKSHOP	245.78
Р	FINE LINE AUTO BODY	FINE LINES AUTO BODY- AUTO BOD	1,725.39
Р	FRONTIER COMMUNICATIONS OF AMERICA INC	INTERNET SERVICES 01/17-02/16/	3,589.00
Р	FRONTIER COMMUNICATIONS OF AMERICA INC	INTERNET SERVICES 02/17-03/16/	3,643.43
Р	GENERAL PUMP CO INC	MAINTENANCE AND REPAIR SERVICE	3,172.45
Р	GOODBOYBOB, INC	CATERING SERVICES	3,197.25
Р	GRANICUS LLC	ADDRESS IDENTIFICATION 3/1/25-	11,608.14
Р	HARBOR INTERFAITH SERVICES INC	HOMELESS OUTREACH & HOUSING NA	13,366.00
P	HISTORY ASSOCIATES INCORPORATED	HISTORICAL COLLECTION SERVICES	8,156.83
P	HONEYWELL INTERNATIONAL INC BUILDING SOLUTIONS	HONEYWELL- HVAC MAINTENANCE, R	13,268.00
Р	RAJENDRAN SATHIKUMARI KARUN KUMAR	YOGA HATHA FLOW WINTER INVOICE	833.00
P	L A COUNTY	CLEANING DEPOSIT FEE FOR LIB E	250.00
P	L A COUNTY DEPARTMENT OF PUBLIC WORKS	TS MAINTENANCE THRU JAN 2025 -	5,527.71
P	LA COUNTY CLERK/RECORDER	LA COUNTY ELECTRONIC RECORDING	35.00
P	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES FOR EMPLOYMENT	7,890.00
Р	M B CHAMBER OF COMMERCE	FY 24-25 CHAMBER OF COMMERCE W	12,750.00
Р	MANHATTAN STITCHING COMPANY	EMBROIDERED LOGO	21.90
Р	MAUREEN DAVIS	HATHA YOGA WINTER 2025 INVOICE	4,277.00
Р	MCGRATH RENTCORP	02/25/2025 TO 03/26/2025	813.59
Р	MERCHANTS LANDSCAPE SVCS INC	MERCHANTS LANDSCAPE MAINTENANC	62,312.04
P	MOTION PICTURE LICENSING CORP	MPLC BLANKET LICENSE 04/21/202	1,979.75
Р	MUNICIPAL RESOURCE GROUP LLC	WORKPLACE ASSESSMENT & INVESTI	9,337.50
Р	OCCU HEALTH CENTERS OF CA	PRE-EMPLOYMENT MEDICAL SERVICE	955.00
Р	RUSSELL PAUL KNITTEL MD INC	COVID-19 TESTING FOR WORKPLACE	324.00
Р	SBLC INC	WINTER 2025 LACROSSE INVOICE	1,878.63
r P	SBRPCA	POLICE VEHICLE OUTFITTING - 20	11,265.18
P	SOUTH COAST AOMD	AQMD-ICE (50-500HP) EM ELEC GE	541.04
P	SOUTH COAST AQMD SOUTH COAST FIRE EQUIPMENT INC	FIRE ENGINE V# 712	855,404.52
P	SULLY MILLER CONTRACTING CO	SULLY MILLER/BLUE DIAMOND -ASP	308.00
P	TAIT & ASSOCIATES	164116 JAN'25 CYCLE 3 ANNUAL S	56,872.03
P	TOTAL COMPENSATION SYSTEMS INC	ACTUARIAL SERVICES GASB 75 ROL	1,710.00
P	TRAPEZE SOFTWARE GROUP INC	HOSTING FEE MAY 2025	576.70
P	UKG KRONOS SYSTEMS LLC	1 HR (TELESTAFF RECONFIGURATIO	180.00
ı	ONG MICHOS STSTEMS ELC	TIM (TELESTALT NECONTIOUNATIO	100.00

WARRANT REGISTER

WARRANT #: AP032125



MAINI ". AI USE IES		
PAYEE NAME	DESCRIPTION	AMOUNT
UNIFIRST CORPORATION	UNIFORM AND SAFETY MAT RENTAL	757.33
VEOLIA WTS SERVICES USA INC	RENTAL, DI, MIX BED, 1.6 MAR 2	46.95
VITAL MEDICAL SERVICES LLC	OK TO BOOK & BLOOD DRAWS - AUG	28,340.00
WALKER CONSULTANTS	CITY PARKING MANAGEMENT STUDY	816.25
WECK ANALYTICAL ENVIRONMENTAL SERVICES INC	LAB SERVICES FOR WATER THM/HA	3,779.25
ZONAR SYSTEMS INC	ZONAR - FLEET MANAGEMENT SERVI	565.07
DIXON RESOURCES UNLIMITED	MUNICIPAL PARKING OPERATIONS C	3,567.50
WEST BASIN MUNICIPAL WATER DIS	WATER DELIVERED FEBRUARY 2025	586,427.94
	SUB-TOTAL WARRANT AP032125:	1,814,673.01
	TOTAL WARRANT(S):	2,499,619.82
	PAYEE NAME UNIFIRST CORPORATION VEOLIA WTS SERVICES USA INC VITAL MEDICAL SERVICES LLC WALKER CONSULTANTS WECK ANALYTICAL ENVIRONMENTAL SERVICES INC ZONAR SYSTEMS INC DIXON RESOURCES UNLIMITED	PAYEE NAME UNIFIRST CORPORATION UNIFORM AND SAFETY MAT RENTAL VEOLIA WTS SERVICES USA INC VITAL MEDICAL SERVICES LLC WALKER CONSULTANTS WECK ANALYTICAL ENVIRONMENTAL SERVICES INC ZONAR SYSTEMS INC DIXON RESOURCES UNLIMITED WEST BASIN MUNICIPAL WATER DIS DESCRIPTION UNIFORM AND SAFETY MAT RENTAL RENTAL, DI, MIX BED, 1.6 MAR 2 OK TO BOOK & BLOOD DRAWS - AUG CITY PARKING MANAGEMENT STUDY LAB SERVICES FOR WATER THM/HA ZONAR - FLEET MANAGEMENT SERVI MUNICIPAL PARKING OPERATIONS C WATER DELIVERED FEBRUARY 2025 SUB-TOTAL WARRANT AP032125:

DISBURSEMENT BY FUND DATED 03/21/2025



Fund	Fund Description	Amount
100	General Fund	881,180.35
205	Gas Tax Fund	56,872.03
230	Prop. A Fund	576.70
234	Measure M	778.75
501	Water Fund	611,587.09
502	Storm Drain Fund	3,958.62
503	Sewer Fund	417.30
520	Parking Fund	5,768.63
521	County Parking Lots Fund	1,329.00
522	State Pier and Parking Lot Fun	23,244.51
601	Insurance Reserve Fund	22,892.00
605	Information Technology Fund	7,232.43
610	Fleet Management Fund	869,016.97
615	Building Maintenance & Operati	13,951.85
802	Special Deposits Fund	813.59
	GRAND TOTAL:	2,499,619.82

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WARRANT REGISTER

WIRES

TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
W	CITY OF MANHATTAN BEACH	PE 3-21-2025 - FLEXIBLE SPENDI	12,787.35
W	PAYROLL TAXES	F.I.T., S.I.T. & MEDICARE	353,071.69
W	CMB RISK MGMT LIABILITY	LIABILITY ACCT JAN & FEB 2025	457,199.22
W	CMB RISK MGMT WORKERS COMP	REIMBURSE W/COMP JAN & DEC 202	462,561.32

SUB-TOTAL : \$ 1,285,619.58

WARRANT #: AP032825

TYPEPAYEE NAMEDESCRIPTIONPAM-TEC TOTAL SECURITY INCAM-TEC-MONTHLY MONITORING -ROUPAT&TT1 LINE TO RCC (02/07-4/6/24 PPAT&T MOBILITYAT&T INVOICE DEC 25-JAN 24PBERTECH BUILDING AND ENVIRONMENTAL FANIMAL KENNEL CAMERA REPAIRPCCS LOS ANGELES JANITORIAL INCCCS- JANITORIAL CONTRACT SERVIPCITY OF HAWTHORNEJAIL SERVICES - FEBRUARY 2025PCUSTOMER REFUNDZAROR; 74022912PCUSTOMER REFUNDREFUND ROW DEPOSIT / 844 12THPCUSTOMER REFUNDPHILLIPS; 70016988PCUSTOMER REFUNDPERMIT REFUND / TEMPSTREET-25-PCUSTOMER REFUNDMALINUERNI; 69020870PEMPLOYEE REFUND VENDORBAGELS FOR PW ALL HANDS MTG, 2PEMPLOYMENT DEVELOPMENT DEPTGARNISHMENTPBARBARA SUE PHILLIPS-MELTZERERGONOMIC EVALUATIONSPFRANCHISE TAX BOARDPE 3-21-2025 - EMPLOYEE GARNISPFRANCHISE TAX BOARDPE 3-21-25 - EMPLOYEE GARNISHMPFRONTIER CALIFORNIA INCMONTHLY CHARGES 02/26-03/25/20PGALLAGHER BENEFIT SERVICES, INCEXECUTIVE RECRUITMENT SERVICESPMARIE KNIGHTEXECUTIVE & LEADERSHIP TRAININ	AMOUNT
P AT&T P AT&T T1 LINE TO RCC (02/07-4/6/24 P P AT&T MOBILITY AT&T INVOICE DEC 25-JAN 24 P BERTECH BUILDING AND ENVIRONMENTAL F CCS LOS ANGELES JANITORIAL INC CCS- JANITORIAL CONTRACT SERVI P CITY OF HAWTHORNE JAIL SERVICES - FEBRUARY 2025 P CUSTOMER REFUND REFUND ROW DEPOSIT / 844 12TH P CUSTOMER REFUND PHILLIPS; 70016988 P CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- P CUSTOMER REFUND LEE - REFUND PARKING METER (DU P CUSTOMER REFUND BAGELS FOR PW ALL HANDS MTG, 2 P EMPLOYEE REFUND VENDOR BAGELS FOR PW ALL HANDS MTG, 2 P EMPLOYMENT DEVELOPMENT DEPT GARNISHMENT P BARBARA SUE PHILLIPS-MELTZER ERGONOMIC EVALUATIONS P FRANCHISE TAX BOARD PE 3-21-2025 - EMPLOYEE GARNISHM P FRANCHISE TAX BOARD GARNISHMENT P FRANCHISE TAX BOARD GARNISHMENT P FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	
P AT&T MOBILITY AT&T INVOICE DEC 25-JAN 24 P BERTECH BUILDING AND ENVIRONMENTAL F CCS LOS ANGELES JANITORIAL INC CCS- JANITORIAL CONTRACT SERVI CITY OF HAWTHORNE CUSTOMER REFUND CUSTOMER REFUND CUSTOMER REFUND CUSTOMER REFUND CUSTOMER REFUND PHILLIPS; 70016988 CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- CUSTOMER REFUND CUSTOMER REFUND CUSTOMER REFUND CUSTOMER REFUND BAGELS FOR PW ALL HANDS MTG, 2 EMPLOYMENT DEVELOPMENT DEPT CHAPTER CARNISHMENT COSTOMER REFUND COSTOMER REFUND CUSTOMER	91.50
P BERTECH BUILDING AND ENVIRONMENTAL F CCS LOS ANGELES JANITORIAL INC CCS- JANITORIAL CONTRACT SERVI P CITY OF HAWTHORNE JAIL SERVICES - FEBRUARY 2025 P CUSTOMER REFUND ZAROR; 74022912 P CUSTOMER REFUND PHILLIPS; 70016988 P CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- P CUSTOMER REFUND LEE - REFUND PARKING METER (DU P CUSTOMER REFUND MALINUERNI; 69020870 P EMPLOYEE REFUND VENDOR BAGELS FOR PW ALL HANDS MTG, 2 P EMPLOYMENT DEVELOPMENT DEPT BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD P FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	1,030.66
P CCS LOS ANGELES JANITORIAL INC CCS- JANITORIAL CONTRACT SERVI P CITY OF HAWTHORNE JAIL SERVICES - FEBRUARY 2025 P CUSTOMER REFUND P CUSTOMER REFUND PHILLIPS; 70016988 P CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- P CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- P CUSTOMER REFUND MALINUERNI; 69020870 P EMPLOYEE REFUND VENDOR P EMPLOYEE REFUND VENDOR BAGELS FOR PW ALL HANDS MTG, 2 P EMPLOYMENT DEVELOPMENT DEPT BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD	469.60
P CITY OF HAWTHORNE P CUSTOMER REFUND P EMPLOYEE REFUND WALINUERNI; 69020870 P EMPLOYEE REFUND VENDOR P EMPLOYMENT DEVELOPMENT DEPT P BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	480.00
P CUSTOMER REFUND P CUSTOMER REFUND P CUSTOMER REFUND P CUSTOMER REFUND PHILLIPS; 70016988 P CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- P CUSTOMER REFUND P CUSTOMER REFUND P CUSTOMER REFUND P CUSTOMER REFUND BARBARA SUE PHILLIPS-MELTZER P EMPLOYMENT DEVELOPMENT DEPT P BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD P FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	110.00
P CUSTOMER REFUND P CUSTOMER REFUND PHILLIPS; 70016988 P CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- P CUSTOMER REFUND P CUSTOMER REFUND P CUSTOMER REFUND P EMPLOYEE REFUND VENDOR P EMPLOYMENT DEVELOPMENT DEPT P BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD P FRONTIER CALIFORNIA INC	1,500.00
P CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- LEE - REFUND PARKING METER (DU PCUSTOMER REFUND MALINUERNI; 69020870 PEMPLOYEE REFUND VENDOR BAGELS FOR PW ALL HANDS MTG, 2 PEMPLOYMENT DEVELOPMENT DEPT GARNISHMENT PBARBARA SUE PHILLIPS-MELTZER PFRANCHISE TAX BOARD PE 3-21-2025 - EMPLOYEE GARNIS PFRANCHISE TAX BOARD PE 3-21-25 - EMPLOYEE GARNISHM PFRANCHISE TAX BOARD GARNISHMENT PFRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 PGALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	53.00
P CUSTOMER REFUND PERMIT REFUND / TEMPSTREET-25- P CUSTOMER REFUND P CUSTOMER REFUND P CUSTOMER REFUND P EMPLOYEE REFUND VENDOR P EMPLOYMENT DEVELOPMENT DEPT P BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD P FRONTIER CALIFORNIA INC P GALLAGHER BENEFIT SERVICES, INC P EMPLOYEE GARNIS MONTHLY CHARGES 02/26-03/25/20 EXECUTIVE RECRUITMENT SERVICES	465.00
P CUSTOMER REFUND P CUSTOMER REFUND P CUSTOMER REFUND P EMPLOYEE REFUND VENDOR P EMPLOYMENT DEVELOPMENT DEPT P BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD P GALLAGHER BENEFIT SERVICES, INC LEE - REFUND PARKING METER (DU MALINUERNI; 69020870 BAGELS FOR PW ALL HANDS MTG, 2 GARNISHMENT P ERGONOMIC EVALUATIONS PE 3-21-2025 - EMPLOYEE GARNISHM GARNISHMENT MONTHLY CHARGES 02/26-03/25/20 EXECUTIVE RECRUITMENT SERVICES	53.00
P CUSTOMER REFUND P EMPLOYEE REFUND VENDOR P EMPLOYMENT DEVELOPMENT DEPT P BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD P GALLAGHER BENEFIT SERVICES, INC MALINUERNI; 69020870 BAGELS FOR PW ALL HANDS MTG, 2 GARNISHMENT P ERGONOMIC EVALUATIONS PE 3-21-2025 - EMPLOYEE GARNISHM GARNISHMENT MONTHLY CHARGES 02/26-03/25/20 EXECUTIVE RECRUITMENT SERVICES	485.36
P EMPLOYEE REFUND VENDOR BAGELS FOR PW ALL HANDS MTG, 2 P EMPLOYMENT DEVELOPMENT DEPT GARNISHMENT P BARBARA SUE PHILLIPS-MELTZER FRANCHISE TAX BOARD P FRANCHISE TAX BOARD P FRANCHISE TAX BOARD P FRANCHISE TAX BOARD FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	9.50
P EMPLOYMENT DEVELOPMENT DEPT P BARBARA SUE PHILLIPS-MELTZER P FRANCHISE TAX BOARD P FRONTIER CALIFORNIA INC P GALLAGHER BENEFIT SERVICES, INC GARNISHMENT MONTHLY CHARGES 02/26-03/25/20 EXECUTIVE RECRUITMENT SERVICES	53.00
P BARBARA SUE PHILLIPS-MELTZER ERGONOMIC EVALUATIONS P FRANCHISE TAX BOARD PE 3-21-2025 - EMPLOYEE GARNIS P FRANCHISE TAX BOARD PE 3-21-25 - EMPLOYEE GARNISHM P FRANCHISE TAX BOARD GARNISHMENT P FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	188.02
P FRANCHISE TAX BOARD PE 3-21-2025 - EMPLOYEE GARNIS P FRANCHISE TAX BOARD PE 3-21-25 - EMPLOYEE GARNISHM P FRANCHISE TAX BOARD GARNISHMENT P FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	384.69
P FRANCHISE TAX BOARD PE 3-21-25 - EMPLOYEE GARNISHM P FRANCHISE TAX BOARD GARNISHMENT P FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	2,125.00
P FRANCHISE TAX BOARD GARNISHMENT P FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	275.00
P FRONTIER CALIFORNIA INC MONTHLY CHARGES 02/26-03/25/20 P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	25.00
P GALLAGHER BENEFIT SERVICES, INC EXECUTIVE RECRUITMENT SERVICES	671.40
,	10,526.56
P MARIE KNIGHT EXECUTIVE & LEADERSHIP TRAININ	6,250.00
	9,600.00
P L A COUNTY DEPARTMENT OF PUBLIC WORK TS MAINTENANCE THRU FEB 2025-V	10,987.14
P LANDSCAPE STRUCTURES INC SAND DUNE PARK PARTS	10,705.59
P M B POLICE OFFICERS ASSOCIA PE 3-21-2025 - MBPOA DUES	3,833.53
P MS TOURS INC PARKS AND REC CHARTER BUS SERV	5,250.00
P MUNICIPAL RESOURCE GROUP LLC WORKPLACE ASSESSMENT & INVESTI	12,318.75
P NATIONAL TESTING NETWORK INC RECRUITMENT TESTING SERVICES	1,000.00
P NICHOLAS S DIMATTEO WINTER 2025 SESSION I INVOICE	6,820.00
P OCCU HEALTH CENTERS OF CA MEDICAL SERVICES	1,299.00
P OSTS INC. 2/10/25 ASBESTOS CEMENT PIPE T	2,640.00
P PACIFIC COAST ELEVATOR CORP PACIFIC COAST ELEVATOR LOT M#H	1,178.00
P PARKHOUSE TIRE SERVICES INC PARKERHOUSE TIRE- ON-CALL TIRE	3,963.84
P PSYCHOLOGICAL CONSULTING ASSOC WELLNESS PROGRAMMING- POST TRA	2,300.00
P RYAN R OLSON WINTER SESSION I VOLLEYBALL IN	9,785.00
P SOUTHERN CALIFORNIA EDISON MONTHLY CHARGES 02/01-02/28/25	7,200.51
P SOUTHERN CALIFORNIA EDISON MONTHLY CHARGES 1/30-3/02/25	6,005.07



WARRANT REGISTER

WARRANT #: AP032825

TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
Р	SOUTHERN CALIFORNIA GAS CO	MONTHLY CHARGES 02/03-03/04/25	410.05
Р	STATE DISBURSEMENT UNIT	PE 3-21-25 - EMPLOYEE GARNISHM	73.84
Р	STATE DISBURSEMENT UNIT	PE 3-21-25 - EMPLOYEE GARNISHM	160.15
Р	STATE DISBURSEMENT UNIT	EMPLOYEE GARNISHMENT	680.76
Р	STATE DISBURSEMENT UNIT	PE 3-21-2025 - EMPLOYEE GARNIS	206.76
Р	U.S. BANK	PE 3-21-2025 - PARS	4,535.10
Р	VERIZON CALIFORNIA INC	ALPR LINES (01/24-02/23)	1,640.79
Р	ZONAR SYSTEMS INC	ZONAR- FLEET MANAGEMENT SERVIC	4,251.20
Т	AM-TEC TOTAL SECURITY INC	AM-TEC- QUARTERLY FIRE MONITOR	735.00
Т	CALIFORNIA DEPARTMENT OF HEALTH CARE	MANAGED CARE & FEE FOR SERVICE	13,565.15
T	ICMA RC PLAN# 300548	PE 03-21-25 DEFERRED COMP 457	87,012.19
Т	ICMA RC PLAN# 109365	PE 3-21-2025 - DEFERRED COMP 4	1,449.59
Т	ICMA RC PLAN# 109766	PE 3-2-2025 - DEFERRED COMP 40	17,179.14
T	ICMA RC PLAN# 803485	PE 3-21-2025 - RHS PLAN CONTRI	1,326.13
Т	ICMA RC PLAN# 108075	PE 3-21-2025 - DEFERRED COMP C	671.73
Т	M B POLICE MGMT ASSC	PE 3-21-2025 - MBPMA DUES	630.00
Т	MANHATTAN BEACH FIREFIGHTERS ASSOCIA	PE 3-21-2025 - MBFEA DUES	3,260.37
Т	PORAC RETIREE MEDICAL TRUST	PE 3-21-2025 - PORAC MEDICAL T	 4,385.00
		SUB-TOTAL WARRANT AP032825:	262,305.67
WARR	ANT #: WIRE_001		
TYPE	PAYEE NAME	DESCRIPTION	 AMOUNT
		SUB-TOTAL WARRANT WIRE_001:	462,561.32
		TOTAL WARRANT(S):	\$ 1,547,925.25

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DISBURSEMENT BY FUND DATED 03/28/2025

Fund Description		Amount
General Fund		576,348.46
Street Lighting & Landscape Fu		7,200.51
Prop. A Fund		5,324.46
Capital Improvement Fund		10,705.59
Water Fund		2,011.77
Sewer Fund		1,056.00
Parking Fund		7,456.18
Insurance Reserve Fund		922,004.54
Information Technology Fund		247.72
Fleet Management Fund		8,215.04
Building Maintenance & Operati		7,354.98
GRAND TOTAL:	\$	1,547,925.25
	General Fund Street Lighting & Landscape Fu Prop. A Fund Capital Improvement Fund Water Fund Sewer Fund Parking Fund Insurance Reserve Fund Information Technology Fund Fleet Management Fund Building Maintenance & Operati	General Fund Street Lighting & Landscape Fu Prop. A Fund Capital Improvement Fund Water Fund Sewer Fund Parking Fund Insurance Reserve Fund Information Technology Fund Fleet Management Fund Building Maintenance & Operati

VOIDED CHECK LISTING



CHECK #	DATE	VENDOR NAME	VOID
561439	03/13/2025	PROFORCE MARKETING INC	8,562.90
561739	03/24/2025	CUSTOMER REFUND	485.36
138956	03/27/2025	DONALD LASTRA	170.14
		GRAND TOTAL VOIDS:	9,218.40



DISBURSEMENT BY FUND DATED 03/07/2025

Fund	Fund Description	Amount
100	General Fund	1,596,351.40
210	Asset Forfeiture Fund	2,762.19
230	Prop. A Fund	13,057.39
501	Water Fund	58,631.15
502	Storm Drain Fund	6,864.25
503	Sewer Fund	24,626.43
520	Parking Fund	8,974.21
521	County Parking Lots Fund	2,604.12
522	State Pier and Parking Lot Fun	2,005.92
601	Insurance Reserve Fund	16,323.64
605	Information Technology Fund	51,103.20
610	Fleet Management Fund	8,696.15
615	Building Maintenance & Operati	22,267.03
801	Pension Trust Fund	8,395.74
	GRAND TOTAL:	1,822,662.82
	LESS: PAYROLL DEDUCTIONS	(583,660.37)
	NET PAYROLL	1,239,002.45



DISBURSEMENT BY FUND DATED 03/21/2025

Fund	Fund Description	Amount
100	General Fund	1,711,710.68
210	Asset Forfeiture Fund	3,349.89
230	Prop. A Fund	12,568.76
501	Water Fund	67,186.33
502	Storm Drain Fund	13,751.84
503	Sewer Fund	23,241.79
520	Parking Fund	8,417.81
521	County Parking Lots Fund	2,496.34
522	State Pier and Parking Lot Fun	1,944.32
601	Insurance Reserve Fund	16,323.65
605	Information Technology Fund	50,977.55
610	Fleet Management Fund	8,730.92
615	Building Maintenance & Operati	19,659.11
801	Pension Trust Fund	8,211.12
	GRAND TOTAL:	1,948,570.11
	PAYROLL DEDUCTIONS	(621,262.58)
	NET PAYROLL	\$ 1,327,307.53

City of Manhattan Beach Finance Department



Investment Portfolio February 2025

As Finance Director for the City of Manhattan Beach, I hereby certify that these investments are in compliance with the City's investment policy (unless otherwise noted). Sufficient liquidity has been maintained to meet budget expenditure requirements for the current six month period.

Libby Bretthauer

Libby Bretthauer, Acting Finance Director

CITY OF MANHATTAN BEACH Portfolio Management

Portfolio Summary

February 1, 2025 through February 28, 2025

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
LAIF	20,122,371.19	20,122,371.19	20,122,371.19	19.07	1	1	4.274	4.333
Medium Term Notes	22,000,000.00	21,318,870.00	21,235,105.23	20.12	1,656	1,015	4.007	4.062
Federal Agency Issues - Coupon	20,000,000.00	19,916,080.00	19,878,281.78	18.84	1,560	810	3.550	3.599
Treasury Securities - Coupon	45,000,000.00	43,803,910.00	44,295,348.86	41.97	1,619	676	2.417	2.451
Investments	107,122,371.19	105,161,231.19	105,531,107.06	100.00%	1,307	641	3.304	3.350
Cash								
Passbook/Checking (not included in yield calculations)	17,919,460.01	17,919,460.01	17,919,460.01		1	1	0.000	0.000
Total Cash and Investments	125,041,831.20	123,080,691.20	123,450,567.07		1,307	641	3.304	3.350
Total Earnings	February 28 Month Ending	Fiscal Year To Da	ate					
Current Year	236,893.50	2,127,400	6.82					

Current Year	236,893.50	2,127,406.82

CITY OF MANHATTAN BEACH,

Reporting period 02/01/2025-02/28/2025

Portfolio CITY CP

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CITY OF MANHATTAN BEACH Portfolio Management Portfolio Details - Investments February 28, 2025

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P		Days to Maturity	Maturity Date
LAIF											
SYS3000	3000	Local Agency Invest. Fund		20,122,371.19	20,122,371.19	20,122,371.19	4.333		4.333	1	
		Subtotal and Ave	erage	20,122,371.19	20,122,371.19	20,122,371.19	_		4.333	1	
Medium Term I	Notes										
037833DB3	MTN0112	APPLE INC	10/25/2022	1,000,000.00	969,420.00	952,692.33	2.900	AA+	4.905	925	09/12/2027
037833ET3	MTN0121	APPLE INC	06/12/2023	1,000,000.00	998,060.00	992,446.00	4.000	AA+	4.171	1,166	05/10/2028
023135BX3	MTN0111	AMAZON.COM LLC	02/24/2022	1,000,000.00	963,850.00	986,753.59	1.000	AA	1.963	437	05/12/2026
023135BC9	MTN0116	AMAZON.COM LLC	02/09/2023	1,000,000.00	975,160.00	971,704.66	3.150	AA	4.282	904	08/22/2027
023135CG9	MTN0129	AMAZON.COM LLC	07/12/2024	1,000,000.00	972,610.00	965,992.71	3.450		4.342	1,504	04/13/2029
06406RAF4	MTN0118	BANK OF NY MELLO	04/14/2023	1,000,000.00	975,390.00	972,466.61	3.400	Α	4.410	1,064	01/29/2028
194162AR4	MTN0123	COLGATE-PALM CO	07/10/2023	2,000,000.00	2,030,720.00	1,992,460.00	4.600	AA-	4.690	1,096	03/01/2028
22160KAN5	MTN0117	COSTCO COMPANIES	04/14/2023	1,000,000.00	937,830.00	943,330.74	1.375	A+	3.743	841	06/20/2027
22160KAN5	MTN0119	COSTCO COMPANIES	04/18/2023	1,000,000.00	937,830.00	942,679.15	1.375	A+	3.765	841	06/20/2027
478160CP7	MTN0113	Johnson & Johnson	10/25/2022	1,000,000.00	925,340.00	912,469.72	0.950	AAA	4.593	914	09/01/2027
478160CP7	MTN0114	Johnson & Johnson	12/22/2022	1,000,000.00	925,340.00	925,756.61	0.950	AAA	3.880	914	09/01/2027
191216DD9	MTN0124	COCA-COLA CO	07/10/2023	1,000,000.00	910,030.00	898,435.40	1.000	A+	4.374	1,110	03/15/2028
191216DD9	MTN0126	COCA-COLA CO	02/05/2024	1,000,000.00	910,030.00	910,401.65	1.000	A+	3.556	1,110	03/15/2028
594918BY9	MTN0115	MICROSOFT CORP	12/22/2022	1,000,000.00	985,120.00	982,981.35	3.300	AAA	4.163	707	02/06/2027
58933YAY1	MTN0110	MERCK & CO INC	10/05/2021	1,000,000.00	965,870.00	991,420.00	0.750	A+	0.950	360	02/24/2026
58933YBH7	MTN0120	MERCK & CO INC	06/12/2023	1,000,000.00	996,610.00	992,917.00	4.050	A+	4.210	1,173	05/17/2028
713448FR4	MTN0125	Pepsico	11/02/2023	1,000,000.00	1,007,190.00	982,661.88	4.450	A+	5.044	1,171	05/15/2028
89236TLL7	MTN0127	TOYOTA MOTOR CREDIT	02/05/2024	1,000,000.00	1,008,370.00	1,007,486.22	4.650		4.493	1,406	01/05/2029
89236TLL7	MTN0130	TOYOTA MOTOR CREDIT	07/12/2024	1,000,000.00	1,008,370.00	1,000,000.00	4.650		4.650	1,406	01/05/2029
931142ER0	MTN0122	WALMART INC	06/12/2023	1,000,000.00	954,170.00	952,551.63	1.050	AA	4.183	565	09/17/2026
931142EN9	MTN0128	WALMART INC	07/12/2024	1,000,000.00	961,560.00	957,497.98	3.250		4.349	1,590	07/08/2029
		Subtotal and Ave	erage	22,000,000.00	21,318,870.00	21,235,105.23			4.062	1,015	
Federal Agency	y Issues - Coupon										
31422XW99	FAC0304	FARMER MAC	02/14/2023	1,000,000.00	994,480.00	1,000,000.00	3.850		3.850	1,080	02/14/2028
3133ENPX2	FAC0294	FED FARM CR BK	02/24/2022	1,000,000.00	988,290.00	997,642.00	1.800	AA+	1.870		08/22/2025
3133EJDV8	FAC0296	FED FARM CR BK	04/11/2022	2,000,000.00	1,965,120.00	2,017,635.89	3.150	AA+	2.747		03/22/2027
3133ENV72	FAC0303	FED FARM CR BK	10/27/2022	1,000,000.00	1,005,400.00	998,356.00	4.500		4.550		07/27/2026
3133EPA47	FAC0309	FED FARM CR BK	11/02/2023	1,000,000.00	1,026,930.00	1,000,600.00	4.875	AA+	4.860		11/01/2028
3133ERDH1	FAC0311	FED FARM CR BK	05/08/2024	2,000,000.00	2,051,120.00	2,021,134.45	4.750		4.527		04/30/2029
3130A8ZQ9	FAC0293	Federal Home Loan Bank	02/24/2022	1,000,000.00	986,810.00	995,852.00	1.750	AA+	1.871	195	09/12/2025
3130AN4T4	FAC0302	Federal Home Loan Bank	10/24/2022	1,000,000.00	960,180.00	951,386.55	0.875		4.343	468	06/12/2026
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CITY OF MANHATTAN BEACH Portfolio Management Portfolio Details - Investments February 28, 2025

CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P		Days to	Maturity Date
Federal Agency	Issues - Coupon		Dute				Nate	- Oui	303 11	latarity	Date
3130A3DU5	FAC0306	Federal Home Loan Bank	06/12/2023	1,000,000.00	982,080.00	979,934.66	3.000	AA+	4.048	741	03/12/2027
3130AWC24	FAC0307	Federal Home Loan Bank	07/10/2023	1,000,000.00	999,710.00	986,495.03	4.000	AA+	4.483	1,196	06/09/2028
3130AXEL8	FAC0308	Federal Home Loan Bank	11/02/2023	1,000,000.00	1,023,880.00	995,280.00	4.750	AA+	4.861	1,287	09/08/2028
3130B13J4	FAC0310	Federal Home Loan Bank	05/09/2024	2,000,000.00	2,044,880.00	2,012,365.16	4.625		4.514	1,469	03/09/2029
3137EAEX3	FAC0298	Federal Home Loan Mortgage	05/13/2022	2,000,000.00	1,956,920.00	1,966,406.42	0.375	AA+	2.722	206	09/23/2025
3135G05Y5	FAC0305	Fannie Mae	04/14/2023	1,000,000.00	921,420.00	928,223.17	0.750		3.597	951	10/08/2027
880591EW8	FAC0295	Tennessee Valley Authority	02/24/2022	1,000,000.00	992,550.00	996,048.49	0.750	AA+	1.763	75	05/15/2025
880591CJ9	FAC0299	Tennessee Valley Authority	05/13/2022	1,000,000.00	1,016,310.00	1,030,921.96	6.750	AA+	2.894	245	11/01/2025
		Subtotal and Ave	rage	20,000,000.00	19,916,080.00	19,878,281.78	_		3.599	810	
Treasury Secur	ities - Coupon										
912828ZW3	UST0036	US TREASURY	05/28/2021	1,000,000.00	987,060.00	998,318.64	0.250		0.561	121	06/30/2025
912828ZW3	UST0039	US TREASURY	08/11/2021	1,000,000.00	987,060.00	998,271.09	0.250		0.591		06/30/2025
912828ZT0	UST0047	US TREASURY	12/08/2021	1,000,000.00	990,180.00	996,697.43	0.250		1.058	91	05/31/2025
912828Z78	UST0054	US TREASURY	04/08/2022	2,000,000.00	1,908,600.00	1,953,762.25	1.500		2.665	701	01/31/2027
9128282A7	UST0057	US TREASURY	06/17/2022	1,000,000.00	964,530.00	971,443.16	1.500		3.287	532	08/15/2026
912828X88	UST0059	US TREASURY	09/01/2022	1,000,000.00	966,090.00	979,587.49	2.375		3.285	805	05/15/2027
912828X88	UST0060	US TREASURY	09/01/2022	1,000,000.00	966,090.00	979,357.64	2.375		3.295	805	05/15/2027
912828ZV5	UST0062	US TREASURY	09/01/2022	1,000,000.00	923,400.00	935,570.45	0.500		3.241	851	06/30/2027
912828YQ7	UST0064	US TREASURY	10/25/2022	1,000,000.00	961,840.00	953,363.30	1.625		4.180	609	10/31/2026
9128282R0	UST0066	US TREASURY	02/09/2023	1,000,000.00	960,040.00	961,542.18	2.250		3.747	897	08/15/2027
91282CAB7	UST0037	US TREASURY	05/28/2021	2,000,000.00	1,966,980.00	1,995,952.30	0.250		0.576	152	07/31/2025
91282CAJ0	UST0038	US TREASURY	05/28/2021	1,000,000.00	980,370.00	997,426.92	0.250		0.620	183	08/31/2025
91282CAB7	UST0040	US TREASURY	08/11/2021	1,000,000.00	983,490.00	997,969.30	0.250		0.601	152	07/31/2025
91282CAJ0	UST0041	US TREASURY	08/11/2021	1,000,000.00	980,370.00	997,559.93	0.250		0.586	183	08/31/2025
91282CAZ4	UST0042	US TREASURY	08/09/2021	1,000,000.00	972,110.00	997,336.99	0.375		0.658	274	11/30/2025
91282CAB7	UST0043	US TREASURY	10/05/2021	1,000,000.00	983,490.00	997,412.68	0.250		0.681	152	07/31/2025
91282CAT8	UST0044	US TREASURY	10/05/2021	2,000,000.00	1,948,440.00	1,991,750.51	0.250		0.707	244	10/31/2025
91282CCW9	UST0045	US TREASURY	10/05/2021	1,000,000.00	952,700.00	992,500.00	0.750		0.907	548	08/31/2026
91282CCP4	UST0046	US TREASURY	10/05/2021	1,000,000.00	953,480.00	995,754.64	0.625		0.892	517	07/31/2026
91282CCF6	UST0048	US TREASURY	12/09/2021	1,000,000.00	960,000.00	993,950.47	0.750		1.191	456	05/31/2026
91282CCJ8	UST0049	US TREASURY	12/09/2021	1,000,000.00	959,180.00	995,256.79	0.875		1.176	486	06/30/2026
91282CCZ2	UST0050	US TREASURY	12/09/2021	1,000,000.00	952,150.00	994,156.86	0.875		1.210	578	09/30/2026
91282CAM3	UST0052	US TREASURY	02/24/2022	2,000,000.00	1,954,660.00	1,977,187.97	0.250		1.678	213	09/30/2025
91282CDG3	UST0053	US TREASURY	04/08/2022	1,000,000.00	953,790.00	973,019.72	1.125		2.581	609	10/31/2026
91282CEH0	UST0055	US TREASURY	05/16/2022	1,000,000.00	998,120.00	996,500.00	2.625		2.750	45	04/15/2025

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CITY OF MANHATTAN BEACH Portfolio Management Portfolio Details - Investments February 28, 2025

			Purchase				Stated		YTM I	Days to	Maturity
CUSIP	Investment #	Issuer	Date	Par Value	Market Value	Book Value	Rate	S&P	365 N	laturity	Date
Treasury Secur	rities - Coupon										_
91282CCP4	UST0056	US TREASURY	06/17/2022	1,000,000.00	953,480.00	959,429.74	0.625		3.187	517	07/31/2026
91282CCZ2	UST0058	US TREASURY	06/17/2022	1,000,000.00	952,150.00	959,298.04	0.875		3.302	578	09/30/2026
91282CEW7	UST0061	US TREASURY	09/01/2022	1,000,000.00	984,260.00	997,755.04	3.250		3.300	851	06/30/2027
91282CFB2	UST0063	US TREASURY	09/01/2022	1,000,000.00	971,950.00	987,213.33	2.750		3.309	882	07/31/2027
91282CFB2	UST0065	US TREASURY	12/22/2022	1,000,000.00	971,950.00	974,620.66	2.750		3.787	882	07/31/2027
91282CGH8	UST0067	US TREASURY	02/09/2023	2,000,000.00	1,973,980.00	1,984,945.26	3.500		3.804	1,066	01/31/2028
91282CHX2	UST0068	US TREASURY	11/01/2023	1,000,000.00	1,012,380.00	987,164.17	4.375		4.816	1,279	08/31/2028
91282CJW2	UST0069	US TREASURY	02/02/2024	2,000,000.00	1,999,840.00	2,018,434.21	4.000		3.786	1,432	01/31/2029
91282CKD2	UST0070	US TREASURY	05/08/2024	1,000,000.00	1,008,950.00	992,220.00	4.250		4.430	1,460	02/28/2029
91282CKG5	UST0071	US TREASURY	05/08/2024	1,000,000.00	1,004,380.00	988,416.46	4.125		4.474	1,491	03/31/2029
91282CKP5	UST0072	US TREASURY	05/08/2024	1,000,000.00	1,023,480.00	1,009,000.00	4.625		4.421	1,521	04/30/2029
91282CES6	UST0073	US TREASURY	07/12/2024	1,000,000.00	951,290.00	946,093.61	2.750		4.123	1,552	05/31/2029
91282CEV9	UST0074	US TREASURY	07/12/2024	1,000,000.00	969,840.00	965,298.70	3.250		4.147	1,582	06/30/2029
91282CDF5	UST0075	US TREASURY	07/12/2024	1,000,000.00	911,760.00	903,810.93	1.375		4.062	1,340	10/31/2028
		Subtotal and A	Average	45,000,000.00	43,803,910.00	44,295,348.86			2.451	676	
		Total and A	Average	107,122,371.19	105,161,231.19	105,531,107.06			3.350	641	

Portfolio Management Portfolio Details - Cash February 28, 2025

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CUSIP	Investment #	Issuer	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM Da 365 Ma	•
Money Market Fu	nd									
SYS39903-39902	39901	UNION BANK		17,919,460.01	17,919,460.01	17,919,460.01			0.000	1
		Subtotal	and Average							1
		Total Cash and	Investments	125,041,831.20	123,080,691.20	123,450,567.07			3.350	641

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City of Manhattan Beach Investment Portfolio Summary

As of February 28, 2025

PORTFOLIO PROFILE	Feb 28, 2025	Jan 31, 2025	Dec 31, 2024	Nov 30, 2024	Oct 31, 2024
Total Book Value (Excluding Trust Funds)	\$105,531,107	\$111,535,013	\$111,238,210	\$110,892,138	\$113,575,230
Increase/(Decrease) from Prior Period	(6,003,906)	296,803	346,072	(2,683,091)	(3,015,485)
Percentage Change	(5.4%)	0.3%	0.3%	(2.4%)	(2.6%)
Average Yield to Maturity (365 Days)	3.350%	3.381%	3.393%	3.402%	3.426%
Increase/(Decrease) from Prior Period	(0.030%)	(0.012%)	(0.010%)	(0.024%)	0.083%

PORTFOLIO ALLOCATIONS

By Security	Value (Par)	Percent	Par YTM
LAIF*	\$20,122,371	18.78%	4.333%
Medium Term Notes	22,000,000	20.5%	4.062%
Federal Agencies	20,000,000	18.7%	3.599%
U.S. Treasuries	45,000,000	42.0%	2.451%
Total	\$107,122,371	100.0%	3.350%
*LAIF YTM as of February 28, 2025			

Time Horizon	Percent
Next 12 months	39%
Months 13-24	16%
Months 25-36	20%
Months 37-48	16%
Months 49-60	9%
Total	100.0%

RECENT ACTIVITY

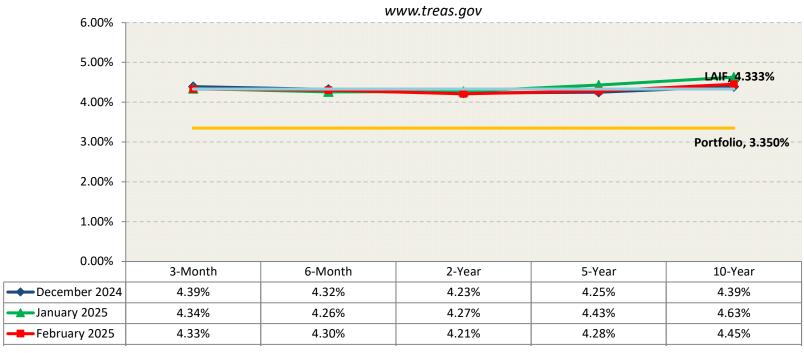
Security	Date of Activity	Maturity Date	Purchase (Par)	Maturing/Call	YTM
WMT - 3.25% Coupon	7/12/2024	7/8/2029	1,000,000		4.349%
AMZN - 3.45% Coupon	7/12/2024	4/13/2029	1,000,000		4.342%
TOYOTA - 4.65% Coupon	7/12/2024	1/5/2029	1,000,000		4.650%
T - 4.11% Coupon	7/12/2024	5/31/2029	1,000,000		4.123%
T - 4.11% Coupon	7/12/2024	6/30/2029	1,000,000		4.147%
T - 4.14% Coupon	7/12/2024	10/31/2028	1,000,000		4.062%
Total Purchases			\$6,000,000		4.279%
Matured: BK - 2.1% Coupon	10/24/2024	10/24/2024		1,000,000	1.850%
Matured: FNMA - 1.625% Coupon	10/15/2024	10/15/2024		2,000,000	1.700%
Matured: FNMA - 1.625% Coupon	10/15/2024	10/15/2024		2,000,000	1.500%
Matured: FFCB - 0.875% Coupon	11/18/2024	11/18/2024		1,000,000	3.250%
Matured: T - 1.125% Coupon	2/28/2025	2/28/2025		1,000,000	1.001%
Total Maturing/Calls				\$7,000,000	1.786%



City of Manhattan Beach Investment Portfolio Summary

As of February 28, 2025

US Treasuries Yield Curve



Monthly yields are interpolated by the Treasury from the daily yield curve.

Portfolio Maturity Structure

March 2025 through February 2030

HELD TO MATURITY Rolling 60 Months

Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt	Mth	Mat.	YTM	Inv	Call	Amt
Mar 25						Mar 26						Mar 27	3/22/27	2.75%	FFCB	nc	\$2.0M	Mar 28	3/1/28	4.69%	CL	nc	\$2.0M	Mar 29	3/31/29	4.47%	Т	nc	\$1.0M
													3/12/27	4.05%	FHLB	nc	\$1.0M		3/15/28	4.37%	KO	nc	\$1.0M		3/9/29	4.51%	FHLB	nc	\$2.0M
																			3/15/28	3.56%	KO	nc	\$1.0M						
Apr 25	4/15/25	2.8%	Т	nc	\$1.0M	Apr 26						Apr 27						Apr 28						Apr 29	4/13/29	4.34%	AMZN	nc	\$1.0M
																									4/30/29		Т	nc	\$1.0M
																									4/30/29		FFCB	nc	\$2.0M
May 25	5/15/25	1.8%	TVA	nc	\$1.0M	May 26	5/31/26	1.19%	T	nc	\$1.0M	May 27	5/15/27	3.28%	T	nc	\$1.0M	May 28	5/10/28	4.17%	AAPL	nc	\$1.0M	May 29	5/31/29	4.12%	Т	nc	\$1.0M
	5/31/25	1.1%	Т	nc	\$1.0M		5/12/26	1.96%	AMZN	nc	\$1.0M		5/15/27	3.29%	Т	nc	\$1.0M		5/17/28	4.21%	MRK	nc	\$1.0M						
																			5/15/28	5.04%	PEP	nc	\$1.0M						
Jun 25	6/30/25	0.6%	Т	nc	\$1.0M	Jun 26	6/30/26	1.18%	Т	nc	\$1.0M	Jun 27	6/20/27	3.74%	COST	nc	\$1.0M	Jun 28	6/9/28	4.48%	FHLB	nc	\$1.0M	Jun 29	6/30/29	4.15%	Т	nc	\$1.0M
	6/30/25	0.6%	Т	nc	\$1.0M		6/12/26	4.34%	FHLB	nc	\$1.0M		6/30/27	3.24%	Т	nc	\$1.0M												
													6/30/27	3.30%	Т	nc	\$1.0M												
													6/20/27	3.76%	COST	nc	\$1.0M												
Jul 25	7/31/25	0.6%	Т	nc	\$2.0M	Jul 26	7/31/26	0.89%	Т	nc	\$1.0M	Jul 27	7/31/27	3.31%	Т	nc	\$1.0M	Jul 28						Jul 29	7/8/29	4.35%	WMT	nc	\$1.0M
	7/31/25	0.6%	T	nc	\$1.0M		7/31/26	3.19%	Т	nc	\$1.0M		7/31/27	3.79%	Т	nc	\$1.0M												
	7/31/25	0.7%	Т	nc	\$1.0M		7/27/26	4.55%	FFCB	nc	\$1.0M																		
Aug 25	8/31/25	0.6%	T	nc	\$1.0M	Aug 26	8/31/26	0.91%	Т	nc	\$1.0M	Aug 27	8/15/27	3.75%	Т	nc	\$1.0M	Aug 28	8/31/28	4.82%	Т	nc	\$1.0M	Aug 29					
	8/31/25	0.6%	Т	nc	\$1.0M		8/15/26	3.29%	Т	nc	\$1.0M		8/22/27	4.28%	AMZN	nc	\$1.0M												
	8/22/25	1.9%	FFCB	nc	\$1.0M																								
Sep 25	9/12/25	1.9%	FHLB	nc	\$1.0M	Sep 26	9/30/26	1.21%	T	nc	\$1.0M	Sep 27	9/12/27	4.91%	AAPL	nc	\$1.0M	Sep 28	9/8/28	4.86%	FHLB	nc	\$1.0M	Sep 29					
	9/23/25	2.7%	FHLMC	nc	\$2.0M		9/30/26	3.30%	Т	nc	\$1.0M		9/1/27	4.59%	JNJ	nc	\$1.0M												
	9/30/25	1.7%	Т	nc	\$2.0M		9/17/26	4.18%	WMT	nc	\$1.0M		9/1/27	3.88%	JNJ	nc	\$1.0M												
Oct 25	10/31/25	0.7%	Т	nc	\$2.0M	Oct 26	10/31/26	2.58%	Т	nc	\$1.0M	Oct 27	10/8/27	3.60%	FNMA	nc	\$1.0M	Oct 28	10/31/28	4.06%	Т	nc	\$1.0M	Oct 29					
							10/31/26	4.18%	Т	nc	\$1.0M																		
Nov 25	11/30/25	0.7%	Т	nc	\$1.0M	Nov 26						Nov 27						Nov 28	11/1/28	4.86%	FFCB	nc	\$1.0M	Nov 29					
	11/1/25	2.9%	TVA	nc	\$1.0M																								
Dec 25						Dec 26						Dec 27						Dec 28						Dec 29					
Jan 26						Jan 27	1/31/27	2.67%	Т	nc	\$2.0M	Jan 28	1/29/28	4.41%	BK	nc	\$1.0M	Jan 29	1/5/29	4.49%	FOYOT/	nc	\$1.0M	Jan 30					
													1/31/28	3.80%	Т	nc	\$2.0M		1/31/29	3.79%	Т	nc	\$2.0M						
																			1/5/29	4.65%	FOYOT <i>F</i>	nc	\$1.0M						
Feb 26	2/24/26	1.0%	MRK	MW: 10	\$1.0M	Feb 27	2/6/27	4.16%	MSFT	nc	\$1.0M	Feb 28	2/14/28	3.85%	FAMCA	nc	\$1.0M	Feb 29	2/28/29	4.43%	Т	nc	\$1.0M	Feb 30					
Total By	Year (exc	l LAIF)			\$22.0m						\$17.0m						\$21.0m						\$17.0m						\$10.0m
Average	YTM				1.3%						2.7%						3.8%						4.4%						4.4%
% of Tot	al Securiti	ies (exc	I LAIF)		25%						20%						24%						20%						11%
% of Tot	al Investm	nents (ir	nci LAIF))	39%						16%						20%						16%						9%

Total Investments	100%	\$107.1M
LAIF	19%	\$20.1M
Total Securities	81%	\$87.0M

Shaded rows indicate months with significant cash inflows.

City of Manhattan Beach Investment Policy Compliance Chart

As of February 28, 2025

			Dollar Co	mpliance	Percentage	Compliance	Term Co	ompliance
Instrument		% of Total	Limit	Compliant?	Limit	Compliant?	Limit	Compliant?
Local Agency Investment Fund (LAIF)	\$20,122,371	18.8%	\$75,000,000	Yes	Temporary	Suspension		
Treasury Securities								
US Treasury	\$45,000,000	42.0%					5 Years	Yes
Total U.S. Treasuries (39)	\$45,000,000	42.0%						
Medium Term (Corporate) Notes								
Coca-Cola	2,000,000	1.9%			5.0%	Yes	5 Years	Yes
Amazon	3,000,000	2.8%			5.0%	Yes	5 Years	Yes
Costco	2,000,000	1.9%			5.0%	Yes	5 Years	Yes
Walmart	2,000,000	1.9%			5.0%	Yes	5 Years	Yes
Colgate-Palmolive	2,000,000	1.9%			5.0%	Yes	5 Years	Yes
Pepsi Cola	1,000,000	0.9%			5.0%	Yes	5 Years	Yes
Total Consumer Goods Sector	\$12,000,000	11.0%			10.0%	No		
Bank of NY	1,000,000	0.9%			5.0%	Yes	5 Years	Yes
Toyota Motor Credit Corp	2,000,000	1.9%			5.0%	Yes	5 Years	Yes
Total Financial Sector	\$3,000,000	2.8%			10.0%	Yes		
Johnson & Johnson	2,000,000	1.9%			5.0%	Yes	5 Years	Yes
Merck	2,000,000	1.9%			5.0%	Yes	5 Years	Yes
Total Pharmaceuticals Sector	\$4,000,000	3.7%			10.0%	Yes		
Apple Inc	2,000,000	1.9%			5.0%	Yes	5 Years	Yes
Microsoft Corp	1,000,000	0.9%			5.0%	Yes	5 Years	Yes
Total Technology Sector	\$3,000,000	2.8%			10.0%	Yes		
Total Medium Term Notes (21)	\$22,000,000	20.5%			20.0%	No*		
Federal Agencies								
Federal Home Loan Bank (FHLB)	\$7,000,000	6.5%			33.3%	Yes	5 Years	Yes
Federal Farm Credit (FFCB)	7,000,000	6.5%			33.3%	Yes	5 Years	Yes
Fannie Mae (FNMA)	1,000,000	0.9%			33.3%	Yes	5 Years	Yes
Freddie Mac (FHLMC)	2,000,000	1.9%			33.3%	Yes	5 Years	Yes
Frarmer Mac (FAMCA)	1,000,000	0.9%			33.3%	Yes	5 Years	Yes
Tennessee Valley Authority (TVA)	2,000,000	1.9%			33.3%	Yes	5 Years	Yes
Total Federal Agencies (16)	\$20,000,000	18.7%			60.0%	Yes		
Total Portfolio	\$107,122,371	100.0%						



CITY OF MANHATTAN BEACH TREASURER'S REPORT

February 28, 2025

Medium Term Notes	21,235,105.23 \$105 531 107 06	Asset Forfeiture Fund Police Safety Grants Fund	254,754.29 546.485.31
Subtotal Investments	\$105,531,107.06	Police Safety Grants Fund	546,485.31
		Grants Fund	900 406 30
		Prop. A Fund	890,496.39
Demand Deposit/Petty Cash		Prop. C Fund AB 2766 Air Quality Fund	1,548,216.45 314,317.94
Cash in Bank	¢17.010.460.01	Measure R Fund	·
	\$17,919,460.01 2,317.07	Measure M Fund Measure M Fund	2,284,129.15 1,223,532.83
Petty Cash	,	Measure W Fund	1,815.048.69
Subtotal Demand Deposit	<u>\$17,921,777.08</u>	Capital Improvements Fund	1,815,048.69
Subtotal City Cash & Investments	\$123,452,884.14	Fire Station #2 Construction Fund	459,403.51
Subtotal Oity Cash & Investments	Ψ123,432,004.14	UUAD Construction Fund	1,507,478.05
		Water Fund	10,829,331.18
Bond Funds Held in Trust		Stormwater Fund	4,336,560.81
Police Fire Refunding	\$756.62	Sewer Fund	18,919,453.62
Fire Station 2 COPs	307.29	Parking Fund	5,351,628.45
Marine Ave Park Refunding	0.72	County Parking Lots Fund	320,031.54
Metlox & Water/Wastewater Refunding	884.70	State Pier and Parking Lot Fund	1,387,004.36
Utility Assessment Districts	1,274,396.24	Insurance Reserve Fund	17,215,750.43
Pension Obligation Bonds	7,533.99	Information Technology Fund	1,418,921.46
Subtotal Bonds Held in Trust	\$1,283,879.56	Fleet Management Fund	3,703,627.93
		Building Maintenance & Operations Fund	(1,130.55)
		Special Assessment Redemption Fund	882,129.33
Investment Trust Funds		Special Assessment UAD 12 & 14 Fund	774,766.51
PARS Pension Rate Stabilization Trust	3,799,198.32	Special Assessment UAD 19-4 Fund	267,149.24
		Pension Trust Fund	(77,720.01)
		Special Deposits Fund	1,780,619.58
		Section 115 Trust Fund	3,799,198.32
Total Treasurer's Balance	\$128,535,962.02	Total All Funds	\$128,535,962.02

^{*} The negative cash balances in the Street Lighting & Landscape Fund and the Building Maintenance Fund will be offset by General Fund transfers and charge-outs. The Pension Trust Fund typically has a negative balance at this time of year and will be reimbursed by the California Employees' Retiree Benefit Trust (CERBT) Fund around August 2025.



PMIA/LAIF Performance Report as of 03/05/25



Quarterly Performance Quarter Ended 12/31/24

PMIA Average Monthly Effective Yields⁽¹⁾

LAIF Apportionment Rate ⁽²⁾ :	4.62	February	4.333
LAIF Earnings Ratio ⁽²⁾ :	0.00012664187216722	January	4.366
LAIF Administrative Cost ^{(1)*} :	0.28	December	4.434
LAIF Fair Value Factor ⁽¹⁾ :	0.999621985	November	4.477
PMIA Daily ⁽¹⁾ :	4.40	October	4.518
PMIA Quarter to Date ⁽¹⁾ :	4.48	September	4.575
PMIA Average Life ⁽¹⁾ :	252		

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 1/31/25 \$162.9 billion

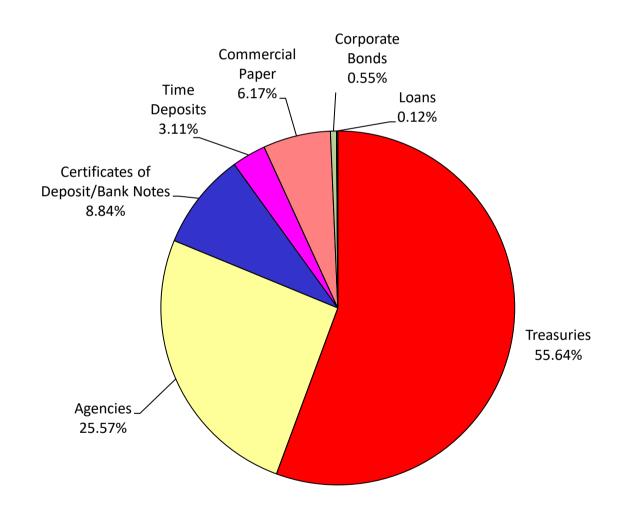


Chart does not include \$1,213,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

(1) State of California, Office of the Treasurer

(2) State of California, Office of the Controller

City of Manhattan Beach Finance Department





Month End Report
February 2025
Fiscal Year 2024-2025



City of Manhattan Beach Fiscal Year 2025 General Fund Expenditures by Department

As of February 28, 2025

% of Year 66.7%

	Dept No.	Original Budget	Budget Adjustments ¹	Adjusted Budget	YTD Expenditures	YTD Encumbrances	Available Budget	% Used
Management Services	11	\$5,192,028	(\$91,211)	\$5,100,81 <i>7</i>	\$3,376,733	\$221,455	\$1,502,628	70.5%
Finance	12	4,333,794	419,045	4,752,839	2,818,714	157,505	1,776,620	62.6%
Human Resources	13	2,032,287	214,111	2,246,398	1,631,215	26,459	588,725	73.8%
Parks and Recreation	14	10,575,180	122,062	10,697,242	6,999,368	458,822	3,239,052	69.7%
Police	15	38,223,846	336,099	38,559,945	25,368,627	402,124	12,789,194	66.8%
Fire	16	1 <i>7,</i> 732,501	2,049,757	19,782,258	13,683,325	59,206	6,039,727	69.5%
Community Development	1 <i>7</i>	8,228,911	187,522	8,416,433	4,963,149	164,474	3,288,811	60.9%
Public Works	18	12,166,344	233,133	12,399,477	7,748,535	705,390	3,945,552	68.2%
Information Technology	19	-	-	-	-	-	-	-
	,	\$98,484,891	\$3,470,518	\$101,955,409	\$66,589,665	\$2,195,434	\$33,170,309	67.5 %

¹Budget Adjustments include City Council-approved adjustments during the current year and encumbrances carried forward from the prior year.



City of Manhattan Beach Fiscal Year 2025 Statement of Revenues & Expenditures As of February 28, 2025

% of Year 66.7%

•		Adjusted			Adjusted			
	Fund	Budget	YTD	%	Budget	Year-t	o-Date	%
	No.	Revenues	Revenues	Realized	Expenditures	Expenditures	Encumbrances	Utilized*
General Fund	100	\$101,428,659	\$58,755,162	57.9%	\$101,955,409	\$66,589,665	\$2,195,434	67.5%
Street Lighting & Landscaping Fund	201	390,985	226,504	57.9%	726,173	307,281	3,008	42.7%
Gas Tax Fund	205	2,082,844	1,300,090	62.4%	5,931,208	208,778	925,716	19.1%
Asset Forfeiture Fund	210	41,800	49,260	117.8%	148,000	69,250	-	46.8%
Police Safety Grants Fund	211	189,000	218,332	115.5%	373,032	178,248	-	47.8%
Grants Fund	220	6,955,849	157,074	2.3%	6,919,849	174,050	19,583	2.8%
Prop A Fund	230	988,594	655,314	66.3%	1,276,148	930,719	-	72.9%
Prop C Fund	231	7,830,351	615,238	7.9%	7,770,058	188,480	214,935	5.2%
AB 2766 Fund	232	<i>47,</i> 500	35,743	75.2%	273,428	1,989	-	0.7%
Measure R Fund	233	1,513,142	450,003	29.7%	3,643,478	46,464	287,861	9.2%
Measure M Fund	234	19,952,149	416,043	2.1%	20,120,114	252,634	1,492,095	8.7%
Measure W Fund	240	28,133,779	85,845	0.3%	28,071,967	110,356	2,173,977	8.1%
Capital Improvements Fund	401	2,114,453	1,224,243	57.9%	12,161,762	2,664,095	679,881	27.5%
Bond Construction Fund	402	-	42,914	-	60	241	-	401.7%
Underground Assessment District Construction	403	-	120,029	-	1,170,556	58,985	38,500	8.3%
Water Fund	501	16,832,770	12,872,186	76.5%	25,951,099	11,161,313	2,044,377	50.9%
Storm Drain Fund	502	2,227,340	1,378,837	61.9%	7,422,250	1,745,553	1,361,119	41.9%
Sewer Fund	503	4,273,070	3,686,453	86.3%	21,249,581	1,927,532	5,574,593	35.3%
Parking Fund	520	4,387,700	2,918,557	66.5%	6,452,207	2,624,575	528,840	48.9%
County Parking Lots Fund	521	1,111,200	712,483	64.1%	956,940	251,071	27,067	29.1%
State Pier & Parking Lot Fund	522	870,500	582,431	66.9%	1,650,197	535,753	387,553	56.0%
Insurance Reserve Fund	601	9,223,980	6,070,887	65.8%	10,886,625	8,649,100	97,278	80.3%
Information Technology Fund	605	4,660,060	3,107,542	66.7%	5,946,980	3,012,395	446,823	58.2%
Fleet Management Fund	610	3,334,359	1,920,421	57.6%	5,939,024	1,334,938	1,152,467	41.9%
Building Maintenance & Operation Fund	615	2,732,659	1,650,520	60.4%	3,018,931	1,690,248	246,373	64.1%
Underground Assessment Fund 2018 Refundin	<i>7</i> 10	714,150	342,291	47.9%	716,425	703,875	-	98.2%
Underground Assessment Fund 19-12 & 19-14	<i>7</i> 11	606,106	382,994	63.2%	608,057	595,277	-	97.9%
Underground Assessment Fund 19-4	<i>7</i> 12	337,613	93,220	27.6%	337,793	327,325	-	96.9%
City Pension Fund	801	206,188	358	0.2%	207,666	135,366	-	65.2%
Section 115 Fund	804	100,000	199,214	199.2%	1,021,059	991,015	-	97.1%
	·	\$223,286,801	\$100,270,186	44.9%	\$282,906,076	\$107,466,572	\$19,897,479	45.0%

^{*}Includes Encumbered Amounts



City of Manhattan Beach Fiscal Year 2025 Citywide Revenues As of February 28, 2025

% of Year 66.7%

	Fund No.	Original Budget	Budget Adjustments	Adjusted Budget	Year-to-Date Actuals	Unrealized Amount	% Realized
General Fund	100	\$98,993,155	2,435,504	\$101,428,659	\$58,755,162	\$42,673,497	57.9%
Street Lighting & Landscaping Fund	201	390,985	-	390,985	226,504	164,481	57.9%
Gas Tax Fund	205	1,935,943	146,901	2,082,844	1,300,090	782,754	62.4%
Asset Forfeiture Fund	210	41,800	-	41,800	49,260	(7,460)	117.8%
Police Safety Grants Fund	211	189,000	-	189,000	218,332	(29,332)	115.5%
Grants Fund	220	5,320,000	1,635,849	6,955,849	1 <i>57</i> ,074	6,798,775	2.3%
Prop A Fund	230	988,594	-	988,594	655,314	333,280	66.3%
Prop C Fund	231	802,856	7,027,495	7,830,351	615,238	7,215,114	7.9%
AB 2766 Fund	232	47,500	-	<i>47,</i> 500	35,743	11 <i>,757</i>	75.2%
Measure R Fund	233	964,892	548,250	1,513,142	450,003	1,063,139	29.7%
Measure M Fund	234	6,510,878	13,441,271	19,952,149	416,043	19,536,107	2.1%
Measure W Fund	240	411,500	27,722,279	28,133,779	85,845	28,047,934	0.3%
Capital Improvements Fund	401	1,714,302	400,151	2,114,453	1,224,243	890,210	57.9%
Bond Construction Fund	402	-	-	-	42,914	(42,914)	-
Underground Assessment District Construction	403	-	-	-	120,029	(120,029)	-
Water Fund	501	16,832, <i>77</i> 0	-	16,832,770	12,872,186	3,960,584	76.5%
Storm Drain Fund	502	2,227,340	-	2,227,340	1,378,837	848,503	61.9%
Sewer Fund	503	4,273,070	-	4,273,070	3,686,453	586 , 617	86.3%
Parking Fund	520	4,387,700	-	4,387,700	2,918,5 <i>57</i>	1,469,143	66.5%
County Parking Lots Fund	521	1,111,200	-	1,111,200	712,483	398 , 71 <i>7</i>	64.1%
State Pier & Parking Lot Fund	522	870,500	-	870,500	582,431	288,069	66.9%
Insurance Reserve Fund	601	9,223,980	-	9,223,980	6,070,887	3,153,093	65.8%
Information Technology Fund	605	4,660,060	-	4,660,060	3,107,542	1,552,518	66.7%
Fleet Management Fund	610	3,334,359	-	3,334,359	1,920,421	1,413,938	57.6%
Building Maintenance & Operation Fund	615	2,732,659	-	2,732,659	1,650,520	1,082,139	60.4%
Underground Assessment Fund 2018 Refundin	710	714,150	-	714,150	342,291	371,859	47.9%
Underground Assessment Fund 19-12 & 19-14	<i>7</i> 11	606,106	-	606,106	382,994	223,112	63.2%
Underground Assessment Fund 19-4	712	337,613	-	337,613	93,220	244,393	27.6%
City Pension Fund	801	206,188	-	206,188	358	205,830	0.2%
Section 115 Fund	804	100,000	-	100,000	199,214	(99,214)	199.2%
		\$169,929,100	\$53,35 7,7 01	\$223,286,801	\$100,270,186	\$123,016,615	44.9%



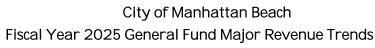
City of Manhattan Beach Fiscal Year 2025 Citywide Expenditures As of February 28, 2025

% of Year 66.7%

	Fund	Original	Budget	Adjusted	Year-	to-Date	Available	%
	No.	Budget	Adjustments*	Budget	Actuals	Encumbrances	Budget	Utilized**
General Fund	100	\$98,484,891	\$3,470,518	\$101,955,409	\$66,589,665	\$2,195,434	\$33,170,309	67.5%
Street Lighting & Landscaping Fund	201	704,331	21,842	726,173	307,281	3,008	415,884	42.7%
Gas Tax Fund	205	2,075,138	3,856,070	5,931,208	208,778	925,716	4,796,714	19.1%
Asset Forfeiture Fund	210	78,000	70,000	148,000	69,250	-	78,750	46.8%
Police Safety Grants Fund	211	215,000	158,032	373,032	178,248	-	194,784	47.8%
Grants Fund	220	5,320,000	1,599,849	6,919,849	1 <i>74</i> , 050	19,583	6,726,216	2.8%
Prop A Fund	230	769 , 417	506,731	1,276,148	930,719	-	345,429	72.9%
Prop C Fund	231	1,060,138	6,709,920	7,770,058	188,480	214,935	7,366,642	5.2%
AB 2766 Fund	232	673	272,755	273,428	1,989	-	271,439	0.7%
Measure R Fund	233	2,470,138	1,173,340	3,643,478	46,464	287,861	3,309,154	9.2%
Measure M Fund	234	6,218,138	13,901,976	20,120,114	252,634	1,492,095	18,375,385	8.7%
Measure W Fund	240	100,000	27,971,967	28,071,967	110,356	2,173,977	25,787,633	8.1%
Capital Improvements Fund	401	5,554,068	6,607,694	12,161,762	2,664,095	679,881	8,81 <i>7,</i> 785	27.5%
Bond Construction Fund	402	-	60	60	241	-	(181)	401.7%
Underground Assessment District Construction	403	-	1,170,556	1,170,556	58,985	38,500	1,073,071	8.3%
Water Fund	501	19,150,131	6,800,968	25,951,099	11,161,313	2,044,377	12,745,410	50.9%
Storm Drain Fund	502	2,613,335	4,808,915	7,422,250	1,745,553	1,361,119	4,315,578	41.9%
Sewer Fund	503	8,305,857	12,943,724	21,249,581	1,927,532	5,574,593	13,747,456	35.3%
Parking Fund	520	4,290,885	2,161,322	6,452,207	2,624,575	528,840	3,298,792	48.9%
County Parking Lots Fund	521	890,901	66,039	956,940	251,071	27,067	678,802	29.1%
State Pier & Parking Lot Fund	522	935,275	714,922	1,650,197	535,753	387,553	<i>7</i> 26 , 891	56.0%
Insurance Reserve Fund	601	9,370,892	1,515,733	10,886,625	8,649,100	97,278	2,140,247	80.3%
Information Technology Fund	605	5,428,569	518,411	5,946,980	3,012,395	446,823	2,487,762	58.2%
Fleet Management Fund	610	4,930,447	1,008,577	5,939,024	1,334,938	1,152,467	3,451,619	41.9%
Building Maintenance & Operation Fund	615	2,732,659	286,272	3,018,931	1,690,248	246,373	1,082,311	64.1%
Underground Assessment Fund 2018 Refundin	710	716,425	-	716,425	703,875	-	12,550	98.2%
Underground Assessment Fund 19-12 & 19-14	<i>7</i> 11	608,057	-	608,057	595,277	-	12,780	97.9%
Underground Assessment Fund 19-4	712	337,793	-	337,793	327,325	-	10,468	96.9%
City Pension Fund	801	207,666	-	207,666	135,366	-	72,300	65.2%
Section 115 Fund	804	1,021,059	-	1,021,059	991,015	-	30,044	97.1%
		\$184,589,883	\$98,316,193	\$282,906,076	\$107,466,572	\$19,897,479	\$155,542,024	45.0%

^{*}Budget Adjustments include City Council-approved adjustments during the current year and encumbrances carried forward from the prior year.

^{**}Includes Encumbered Amounts



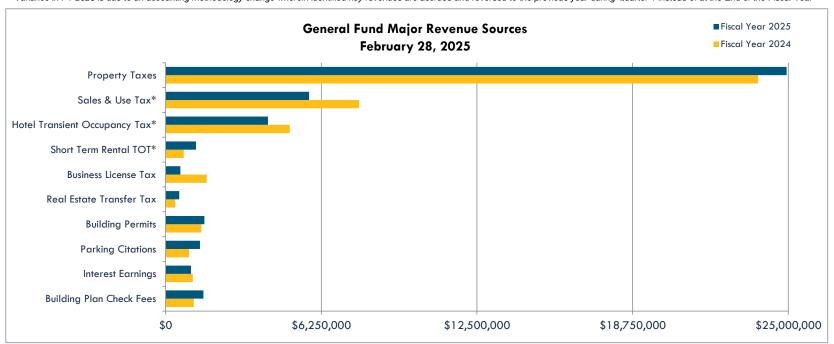
Percent of Year

66.7%

February 28, 2025

	Year-To-Date Actuals						FY 2025	
Major Revenue Accounts	2020	2021	2022	2023	2024	2025	Adj Budget	Realized
Property Taxes	\$18,980,112	\$20,095,655	\$21,132,174	\$22,819,581	\$23,792,958	\$24,935,382	\$44,688,638	55.8%
Sales & Use Tax*	6,725,100	5,350,001	7,159,474	7,656,325	7,768,432	5,760,946	11,350,000	50.8%
Hotel Transient Occupancy Tax (TOT)*	3,1 <i>7</i> 9,1 <i>5</i> 2	1,291,829	3,302,243	4,211,561	4,987,7 10	4,112,970	7,415,000	55.5%
Short Term Rental TOT*	5,450	-	-	100,230	728,434	1,220,634	1,200,000	101.7%
Business License Tax	881,444	895,000	1,328,614	1,229,978	1,651,882	593,806	5,503,651	10.8%
Real Estate Transfer Tax	640,128	619,418	874,561	387,668	388,213	549,731	800,000	68.7%
Building Permits	1,251,351	937,823	1,209,604	1,082,844	1,434,609	1,560,060	2,100,000	74.3%
Parking Citations	1,199,203	1,028,983	1,334,320	1,482,419	940,764	1,382,563	2,175,000	63.6%
Interest Earnings	696,734	588,488	397,953	533,504	1,095,387	1,020,618	1,375,000	74.2%
Building Plan Check Fees	1,255,936	1,354,230	1,461,677	1,180,559	1,134,650	1,516,905	1,837,500	82.6%
Total Major Revenue Accounts	\$34,814,609	\$32,161,427	\$38,200,619	\$40,684,670	\$43,923,039	\$42,653,614	\$78,444,789	54.4%
Over/(Under) Prior Year		(2,653,182)	6,039,192	2,484,051	3,238,369	(1,269,425)		
Percent Change From Prior Year		(7.6%)	18.8%	6.5%	8.0%	(2.9%)		
Other Revenues*	12,008,390	9,031,488	11,635,177	14,066,939	16,543,083	\$16,101,548	22,983,870	70.1%
Total General Fund Revenues	\$46,822,999	\$41,192,915	\$49,835,797	\$54,751,609	\$60,466,122	\$58,755,162	\$101,428,659	57.9 %

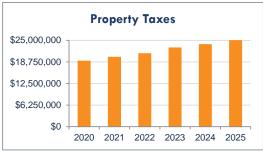
^{*} Variance in FY 2025 is due to an accounting methodology change wherein identified key revenues are accrued and reversed to the previous year during Quarter 1 instead of at the End of the Fiscal Year





City of Manhattan Beach Fiscal Year-To-Date General Fund Trends Through February Year-Over-Year

Percent of Year 66.7%

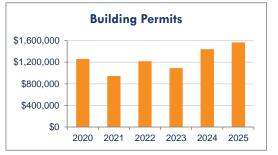




















^{*} Variance in FY 2025 is due to an accounting methodology change wherein identified key revenues are accrued and reversed to the previous year during Quarter 1 instead of at the End of the Fiscal Year

Balance Sheet Accounts As of February 28, 2025

Account	Description	Established	Purpose	A	mount
Parks & Rec	reation				
100-21501	Tree and Bench Donations	2003	Donations for trees & benches.	\$	6,797
100-21705	Pumpkin Race	2013	Sponsorship revenue/expenses for Pumpkin Race.	T i	19,604
100-21706	Recreation Sponsorships	2017	Sponsorship revenue/expenses for other programs.		35,750
802-21708	Public Arts Fund	2003	Funded through a portion of development fees. Used to fund Public Art.		1,699,754
Police	1. 2010 1. 1. 2. 1.				.,,.
100-21410	Reserve Force Deposits	1997	Funded through donations. Reserve Officer equipment, training, etc.	\$	1,945
100-21405	K9 Deposits	1997	Funded through donations. Used for K9 Equipment.	 	530
100-21408	Victims Assistance Deposits	1997	Property that is forfeited permanently and goes to auction. The funds are deposited for Victims Assistance programs.		3,423
100-21411	Every 15 Minutes Deposits	1998	Funded through donations. Every 15 Minutes Program. In conjunction with Mira Costa (MBUSD).		4,356
100-21411	Explorer Scout Deposits	1997	Funded through donations. Explorer events, special equipment, etc.		14,985
100-21404	Neighborhood Watch Deposits	1997	Property that is forfeited permanently and goes to auction. The funds are deposited for various Neighborhood Watch uses.		27,920
	· ·		<u>, , , </u>	-	
100-21407	Equipment Deposits	1997	Funded through donations. Used for Various Special Equipment.	-	25,878
100-21412	Graux Trust (Police)	2014	Donation gift from the Graux Trust.	-	8,893
100-21402	Inmate Welfare Deposits	1997	Funds generated through inmate telephone in the jail. Use for Inmate welfare, i.e. new mattresses, periodicals, newspapers,		47,369
			books, etc.	<u> </u>	
Fire					
100-21453	Paramedic Trust Deposits	1997	Donations to Fire operations.	\$	7,295
100-21451	Graux/Rotary Trust (Fire)	2014	Donation gift from the Graux Trust.	-	1,756
100-21452	Customer Deposits	2012	Donations from public to fire services.	-	1,063
100-21913	Fire Technology Replacement	2020	Funded through a fee of 5% of annual Fire Inspection Permits. The purpose of this technology fee is to recover the cost		53,300
			associated with replacement of existing system, upgrades to the existing and new system, and maintenance costs		
			associated with the system.		
	Development				
100-21602	Tree Penalties for Illegal Removal	2018	Fines for illegally removed trees for the planting of new trees.	\$	77,355
100-21601	General Plan Maintenance	2010	Surcharge taken from permits to fund updates for General Plan (i.e., Mobility Plan, Housing Element, Land Use, etc.).		622,815
					,
100-21608	Seismic Fees	1998	A portion of this fee is paid quarterly by the City to the Department of Conservation (DoC) along with a quarterly report.		86,632
			Balance of fee is used for data utilization, and seismic education incorporating data interpretations from data of the strong-		,
			motion instrumentation program.		
100-21609	Congestion Management Plan	2002	Fees that are charged for projects that increase traffic; Planning correction checklist has section for CMP, where a		68,440
.00 = .000	Congosion management rian		spreadsheet calculates trips/cost; county program on hold for number of years. Funds are to be used for transportation		00,
			improvements.		
100-21610	BSA Revolving Fund Fee	2009	Fee identified during Building permit application. A portion of this fee is paid quarterly by the City to the CA Building		16,597
100 21010	20/ the verying rand ree	2000	Standards Commission (BSC) along with a quarterly report. Fee paid to BSC based on calculations in the report.		10,001
	00.4400.0: 1.0: 4	2011	, , , , , , , , , , , , , , , , , , , ,	-	
100-21616	SB 1186 Disability Access & Education	2014	Fee charged on permits, a portion of which is available yearly for Building Inspector training on Title 24, CASp (Certified		123,383
			Access Specialist Program), and SB 1186.	-	
100-21914	Energov Technology Replacement	2020	Funded through a fee of 3% of Building Permits. The purpose of this technology fee is to recover the cost associated with		137,802
			replacement of existing system, upgrades to the existing and new system, and maintenance costs associated with the		
			system.		
Information					
100-21311	Time Warner PEG Deposit	1997	Public, Education, and Governmental Access. MBtv (city government cablecast and webcast) capital expenditures, repairs	\$	65,167
			and upgrades.		
100-21312	Verizon PEG Deposit	2007	Public, Education, and Governmental Access. MBtv (city government cablecast and webcast) capital expenditures, repairs		206,067
	The state of the s	The second secon	and upgrades.	1	

Total \$ 3,364,878

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Members of the City Council

FROM:

Mayor Howorth

SUBJECT:

Declaration of a Proclamation Declaring April 2025, as National Poetry Month.

PROCLAIM

The City of Manhattan Beach does hereby proclaim April 2025, as National Poetry Month.

City of Manhattan Beach Page 1 Printed on 4/10/2025

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Lisa Jenkins, Human Resources Director

SUBJECT:

Consideration of Approving a Comprehensive Citywide Salary Schedule for All City Positions and Adjustments to Salary Ranges (No Budget Impact) (Human Resources Director Jenkins).

ADOPT RESOLUTION NO. 25-0037

RECOMMENDATION:

Staff recommends that the City Council: Adopt the Resolution No. 25-0037 approving a comprehensive Citywide salary schedule (attached and titled City of Manhattan Beach - Salary Schedule).

FISCAL IMPLICATIONS:

The salary adjustments and establishment of new ranges have been accounted for through the budget adoption process. At this time, there is no budget adjustment needed to appropriate funding for salary adjustments.

BACKGROUND:

Staff periodically takes a comprehensive Citywide salary schedule to the Council for approval, which captures all the classification and compensation changes made through the negotiations or budget process, or otherwise authorized salary range adjustments and classification changes made throughout the year.

The attached resolution and salary schedule also fulfill California Public Employees Retirement System (CalPERS) requirements for a comprehensive publicly available pay schedule.

DISCUSSION:

The salary schedule update is an opportunity to formalize changes to the City's classification plan that were previously approved through prior budget processes. During the Fiscal Year

2024-2025 Mid-Year Budget Process presented at the City Council Meeting on February 18, 2025, the full-time classification of Water Superintendent was approved to move forward. Subsequent to the budget approval, Human Resources staff reviewed the position requirements with Public Works management, created a job description, and reviewed salaries of comparable positions in other jurisdictions. Based upon this classification and compensation analysis, the recommended salary range and steps are now being added to the Citywide salary schedule.

In addition to approving the creation of the new classification, the attached classification and salary listing serves to comply with California Public Employees' Retirement System (CalPERS) requirements that the City Council approve a publicly available pay schedule for all negotiated pay rate increases. These requirements are contained in Government Code § 20636(b)(1) and California Code of Regulations (CCR) § 570.5. In order to meet CalPERS requirements, the City Council is required to adopt a comprehensive publicly available pay schedule independent from the salary schedules attached to the MOU or approved as part of the budget process.

PUBLIC OUTREACH:

After analysis, staff determined that public outreach was not required for this issue.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

- 1. Resolution No. 25-0037
- 2. City of Manhattan Beach Salary Schedule

RESOLUTION NO. 25-0037

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A COMPREHENSIVE CITYWIDE SALARY SCHEDULE

RECITALS

- A. The Personnel Rules state that the City Council may create new classes and revise or abolish existing classes.
- B. The Manhattan Beach City Council authorized salary adjustments through the budget adoption and update process.
- C. The City Council desires to adopt a comprehensive Citywide salary schedule reflective of salary ranges for all City positions.

NOW THEREFORE, THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES:

<u>SECTION 1</u>. The recitals are hereby incorporated by this reference.

<u>SECTION 2</u>. The City Council hereby approves the attached comprehensive citywide salary schedule and the following amendment to the City's classification plan.

<u>SECTION 3</u>. The City Council authorizes the creation of the Water Superintendent classification effective April 19, 2025, as previously approved by Council action.

SECTION 4. The City Clerk shall certify the adoption of this Resolution.

ADOPTED on April 15, 2025.

AYES: NOES: ABSENT: ABSTAIN:	
ATTEST:	AMY THOMAS HOWORTH Mayor
LIZA TAMURA City Clerk	



The Citywide salary schedule identifies the steps or ranges associated with each job classification within the City of Manhattan Beach, including all employees, the City Manager and elected officials¹. Salary https://www.citymb.info/departments/human-resources/mous

Employee Groups		MOU Effective Date
Manhattan Beach Firefighters' Association	MBFA	07/01/2023 - 06/30/2026
Manhattan Beach Police Association	MBPOA	01/01/2022 - 06/30/2025
Manhattan Beach Police Management Association	MBPMA	01/01/2022 - 06/30/2025
Manhattan Beach Mid-Management Employees Association	MBMEA	01/01/2022 - 06/30/2025
California Teamsters Local 911	Teamsters	01/01/2022 - 06/30/2025
Manhattan Beach Part-time Employees Association	MBPTEA	01/01/2022 - 06/30/2025
Unrepresented (Executive, Management, and Confidential)	UN/MC	01/01/2022 - 06/30/2025
Unrepresented - Part-Time Employees	Unrepresented	01/01/2022 - 06/30/2025

Salary Schedule Revision Dates:

03/19/19 (City Council Approval Date)

01/07/20 (City Council Approval Date)

03/17/20 (City Council Approval Date)

01/05/21 (City Council Approval Date)

10/19/21 (City Council Approval Date)

05/17/22 (City Council Approval Date)

12/20/22 (City Council Approval Date)

11/07/23 (City Council Approval Date)

04/16/24 (City Council Approval Date)

07/16/24 (City Council Approval Date)

11/19/24 (City Council Approval Date)

02/04/25 (City Council Approval Date)

04/15/25 (City Council Approval Date)

¹ This salary schedule satisfies the requirements set forth in the California Code of Regulations (CCR) Section 570.5 and Government Code (GC) Section 20636.

ELECTED POSITIONS (Monthly)		
Class Title	Effective	Salary
City Treasurer	3/17/2009	500
Council Member	3/17/2009	500

FULL-TIME CLASSIFICATIONS (Monthly)			<u> </u>		a : a	<u> </u>	<u> </u>		<u> </u>					
Class Title	Unit	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Account Specialist I (Flex Class)	Teamsters	1/11/2025	4,749	4,987	5,238	5,501	5,776	6,065						
Account Specialist II (Flex Class)	Teamsters	1/11/2025	5,226	5,487	5,761	6,049	6,351	6,669						
Accountant	MBMEA	1/11/2025	7,104	7,282	7,463	7,650	7,840	8,037	8,238	8,443	8,654	8,871	9,092	9,320
Accounting Supervisor	MBMEA	1/11/2025	8,372	8,581	8,796	9,016	9,241	9,473	9,711	9,952	10,201	10,456	10,718	10,985
Accounting Technician	Teamsters	1/11/2025	5,513	5,790	6,079	6,382	6,702	7,037						
Administrative Analyst	Teamsters	1/11/2025	6,118	6,424	6,746	7,082	7,436	7,808						
Administrative Assistant	Teamsters	1/11/2025	5,066	5,320	5,586	5,864	6,161	6,468						
Applications Analyst	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Assistant City Clerk	UN/MC*	1/11/2025	9,503											12,467
Assistant Engineer	Teamsters	1/11/2025	7,585	7,962	8,362	8,782	9,221	9,681						
Assistant Planner	Teamsters	1/11/2025	6,793	7,135	7,492	7,866	8,258	8,671						
Assistant to the City Manager	UN/MC*	1/11/2025	9,503											12,283
Associate Engineer	Teamsters	1/11/2025	8,779	9,219	9,679	10,162	10,671	11,206						
Associate Planner	Teamsters	1/11/2025	7,867	8,259	8,672	9,106	9,560	10,040						
Background Investigator	Teamsters	1/11/2025	6,581	6,910	7,255	7,619	7,999	8,399						
Budget and Financial Analyst	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Building Inspector	Teamsters	1/11/2025	6,584	6,912	7,259	7,621	8,003	8,402						
Building Maintenance Technician	Teamsters	1/11/2025	5,652	5,937	6,232	6,543	6,870	7,214						
Building Official	MBMEA	1/11/2025	12,194	12,500	12,812	13,132	13,461	13,797	14,142	14,495	14,858	15,229	15,611	16,000
City Clerk	UN/MC*	1/11/2025	15,064											19,631
City Engineer	MBMEA	1/11/2025	14,149	14,502	14,866	15,237	15,617	16,008	16,408	16,820	17,239	17,670	18,113	18,564
City Manager ⁺	Unrepresented	11/16/2024												23,750
Code Enforcement Officer I (Flex Class)	Teamsters	1/11/2025	5,883	6,176	6,485	6,809	7,149	7,506						
Code Enforcement Officer II (Flex Class)	Teamsters	1/11/2025	6,545	6,875	7,217	7,577	7,955	8,353						
Code Enforcement Supervisor	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Communications and Civic Engagement Manager	UN/MC*	1/11/2025	11,614											15,239
Community Development Director	UN/MC*	1/11/2025	15,064											19,631
Community Services Officer	Teamsters	1/11/2025	5,054	5,304	5,570	5,848	6,141	6,448						
Crime Analyst	MBMEA	1/11/2025	7,104	7,282	7,463	7,650	7,840	8,037	8,238	8,443	8,654	8,871	9,092	9,320
Cultural Arts Manager	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Deputy Chief (Fire)	UN/MC*	7/1/2024	17,284	,					,		, ,		·	22,485
Deputy City Clerk	UN/MC*	1/11/2025	5,920											7,808
Digital Communications and Graphics Coordinator	UN/MC*	1/11/2025	7,104											9,320
Division Chief (Fire)	UN/MC*	7/1/2024	15,713											20,441
Electrician	Teamsters	1/11/2025	6.149	6.458	6.780	7.119	7.475	7.850						,
Emergency Preparedness Administrator	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11.868	12.164	12,467

^{*}Salary based on contract

^{*}Salary Range Exists (minimum - maximum)

Class Title	Unit	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Engineering Technician I (Flex Class)	Teamsters	1/11/2025	5,792	6,085	6,386	6,705	7,039	7,393				·		
Engineering Technician II (Flex Class)	Teamsters	1/11/2025	6,387	6,706	7,043	7,394	7,763	8,149						
Environmental Programs Administrator	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Equipment Maintenance Supervisor	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Equipment Mechanic I (Flex Class)	Teamsters	1/11/2025	4,875	5,122	5,374	5,644	5,925	6,222	,	,	,			,
Equipment Mechanic II (Flex Class)	Teamsters	1/11/2025	6,083	6,385	6,703	7,038	7,391	7,761						
Executive Assistant	Teamsters	1/11/2025	5,729	6,017	6,315	6,632	6,964	7,313						
Executive Assistant to the City Manager/City Council	UN/MC*	1/11/2025	6,546	-,-	-,	-,	-,	,						8,588
Facilities Supervisor	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9.471	9.707	9,950	10.199	10,453
Field Operations Manager	MBMEA	1/11/2025	11,614	11,905	12,201	12,506	12,819	13,139	13,467	13,805	14,150	14,503	14,867	15,238
Field Operations Supervisor	MBMEA	1/11/2025	8,766	8.985	9,208	9,440	9,676	9,917	10,164	10,418	10,679	10,945	11,219	11,499
Finance Director	UN/MC*	1/11/2025	15,064	-,	-,=	-,	-,	-,	,	,	,	,	,	19,631
Financial Controller	UN/MC*	1/11/2025	11,614											15,239
Financial Services Manager	UN/MC*	1/11/2025	10,453											13,715
Fire Captain	MBFA	7/13/2024	11,225	11,505	11,793	12,088	12,390							10,7 10
Fire Captain/Paramedic ¹	MBFA	7/13/2024	13,265	13,597	13,936	14,285	14.642							
Fire Chief	UN/MC*	1/11/2025	20,650	10,007	10,000	14,200	14,042							26,750
Fire Engineer	MBFA	7/13/2024	9,646	9,887	10,135	10,387	10,648							20,700
Fire Engineer/Paramedic ¹	MBFA	7/13/2024	11,397	11,682	11,973	12,273	12,579							
Fire Inspector	Teamsters	1/11/2025	6,589	6,919	7,264	7,629	8,010	8,409						
Fire Marshal	MBMEA	1/11/2025	11,614	11,905	12,201	12,506	12,819	13,139	13,467	13.805	14,150	14,503	14.867	15,238
Firefighter	MBFA	7/13/2024	7,709	7,959	8,218	8,485	8,760	9,045	9,340	13,003	14,130	14,303	14,007	13,230
Firefighter/Paramedic ¹	MBFA	7/13/2024	9,074	9,530	10,005	10,504	11,030	3,043	9,540					
Geographic Information Systems Administrator	MBMEA	1/11/2025	9,503	9,739	9,985	10,304	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
<u> </u>	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Geographic Information Systems Analyst	Teamsters	1/11/2025	6,387	6.706	7.043	7,394	7.763	8.149	9,240	9,471	9,707	9,950	10,199	10,433
Geographic Information Systems Technician	MBMEA	2/8/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Grants and Financial Analyst	UN/MC*			0,100	0,371	0,301	0,793	9,013	9,240	9,471	9,707	9,950	10,199	
Human Resources Analyst		1/11/2025	7,743 5,524											10,159
Human Resources Assistant	UN/MC*	1/11/2025												7,053
Human Resources Director	UN/MC*	1/11/2025	15,064											19,631
Human Resources Executive Assistant	UN/MC*	1/11/2025	5,920											7,808
Human Resources Manager	UN/MC*	1/11/2025	11,614											15,239
Human Resources Technician	UN/MC*	1/11/2025	6,157	44.00=	40.004	40.500	40.040	40.400	40.40=	40.00=	44450	44.500	44.00=	8,121
Information Systems Manager	MBMEA	1/11/2025	11,614	11,905	12,201	12,506	12,819	13,139	13,467	13,805	14,150	14,503	14,867	15,238
Information Technology Director	UN/MC*	1/11/2025	15,064					- 40-						19,631
Lead Account Specialist	Teamsters	1/11/2025	5,803	6,093	6,398	6,717	7,055	7,407						
Lead Community Services Officer	Teamsters	1/11/2025	5,557	5,835	6,127	6,433	6,755	7,093						
Lead Maintenance Worker	Teamsters	1/11/2025	5,649	5,934	6,229	6,541	6,864	7,211						
Lead Police Records Technician	Teamsters	1/11/2025	5,318	5,584	5,863	6,157	6,464	6,787						
Lead Sewer Maintenance Worker	Teamsters	1/11/2025	5,782	6,071	6,374	6,695	7,028	7,379						
Lead Water System Operator	Teamsters	1/11/2025	6,510	6,840	7,179	7,537	7,916	8,315						
Lead Water Treatment Operator	Teamsters	1/11/2025	6,254	6,568	6,898	7,242	7,605	7,985						
Maintenance Assistant	Teamsters	1/11/2025	3,656	3,839	4,031	4,232	4,444	4,666						
Maintenance Inspector	Teamsters	1/11/2025	6,397	6,716	7,054	7,406	7,777	8,164						

^{*}Salary Range Exists (minimum - maximum)

¹ Employees hired before 01/01/2022

Class Title	Unit	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Maintenance Supervisor	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Maintenance Worker I (Flex Class)	Teamsters	1/11/2025	4,657	4,890	5,134	5,391	5,661	5,947						
Maintenance Worker II (Flex Class)	Teamsters	1/11/2025	5,009	5,258	5,520	5,795	6,088	6,389						
Management Analyst	MBMEA	1/11/2025	7,104	7,282	7,463	7,650	7,840	8,037	8,238	8,443	8,654	8,871	9,092	9,320
Management Analyst (Confidential)	UN/MC*	1/11/2025	7,104											9,320
Marketing and Communications Coordinator	UN/MC*	1/11/2025	7,104											9,320
Marketing Specialist	Teamsters	1/11/2025	4,992	5,243	5,505	5,781	6,071	6,375						
Meter Repair Worker	Teamsters	1/11/2025	5,130	5,386	5,655	5,939	6,234	6,545						
Network Administrator	Teamsters	1/11/2025	8,306	8,721	9,158	9,616	10,096	10,600						
Office Assistant	Teamsters	1/11/2025	4,133	4,339	4,557	4,783	5,023	5,274						
Park Services Enforcement Officer	Teamsters	1/11/2025	6,545	6,875	7,217	7,577	7,955	8,353						
Parks and Recreation Director	UN/MC*	1/11/2025	15,064											19,631
Permits Technician	Teamsters	1/11/2025	5,566	5,844	6,137	6,442	6,765	7,103						
Plan Check Engineer	Teamsters	1/11/2025	8,370	8,788	9,228	9,689	10,173	10,683						
Planning Manager	MBMEA	1/11/2025	11,614	11,905	12,201	12,506	12,819	13,139	13,467	13,805	14,150	14,503	14,867	15,238
Planning Technician	Teamsters	1/11/2025	6,082	6,388	6,706	7,040	7,391	7.763						
Plans Examiner	Teamsters	1/11/2025	7,533	7,910	8,306	8,721	9,157	9,615						
Police Academy Trainee	Teamsters	1/11/2025	,	,	.,	-,	-, -	7,031						
Police Captain	MBPMA	1/11/2025	16,277	16,695	17,122	17,562	18,012	,						
Police Chief	UN/MC*	1/11/2025		.,	,	,	-,-							26,750
Police Lieutenant	MBPMA	1/11/2025		15,239	15,621	16,010	16,411							
Police Officer	MBPOA	1/11/2025	8,444	8,868	9,311	9,776	10,266							
Police Records Manager	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Police Records Specialist	Teamsters	1/11/2025	5,064	5,318	5,584	5,861	6,157	6,464	,	,	,	,	, .	, -
Police Records Technician	Teamsters	1/11/2025	5,064	5,318	5,584	5,861	6,157	6,464						
Police Sergeant	MBPOA	1/11/2025	- '	12.906	13.553	-,	-,	-,						
Police Services Officer	Teamsters	1/11/2025	5,510	5,784	6,074	6,379	6,697	7,031						
Police Support Supervisor	MBMEA	1/11/2025	7,459	7,645	7,836	8,031	8,232	8,438	8,649	8,865	9,087	9,315	9.547	9,787
Policy and Management Analyst	UN/MC*	1/11/2025		.,	.,	-,	-,	-,	-,	-,	,	-,	-,	10,985
Principal Civil Engineer	MBMEA	1/11/2025	- '	11,905	12,201	12,506	12,819	13,139	13,467	13,805	14,150	14,503	14,867	15,238
Property and Evidence Officer	Teamsters	1/11/2025	5,786	6.074	6,378	6,698	7,032	7,382	,	,	,	,	,	,
Public Safety Systems Specialist	Teamsters	1/11/2025	7,220	7,582	7,959	8,358	8,777	9,216						
Public Works Director	UN/MC*	1/11/2025	- '	.,002	.,000	0,000	0,	0,2.0						19,631
Public Works Inspector	Teamsters	1/11/2025	6,397	6,716	7,054	7,406	7,777	8,164						.0,00
Purchasing Analyst	MBMEA	1/11/2025	7,104	7,282	7,463	7,650	7,840	8,037	8,238	8,443	8,654	8,871	9,092	9,320
Purchasing Assistant	Teamsters	1/11/2025	5,066	5,320	5,586	5,864	6,161	6,468	0,200	0,0	0,00	0,0	0,002	0,020
Purchasing Manager	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Purchasing Supervisor	MBMEA	1/11/2025	8,169	8,372	8,581	8,796	9,016	9,241	9,473	9,711	9,952	10,201	10,456	10,718
Recreation Coordinator	Teamsters	1/11/2025	4,992	5,243	5,505	5,781	6,071	6,375	5,	٥,	5,552	. 0,201	. 5, . 55	
Recreation Manager	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Recreation Supervisor	Teamsters	1/11/2025	6,242	6,554	6,885	7,225	7,588	7,966	11,020	11,200	11,070	11,000	12,104	12,701
Revenue Services Manager	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Revenue Services Supervisor	MBMEA	1/11/2025	8.169	8,372	8,581	8,796	9,016	9,241	9,473	9.711	9,952	10,201	10,456	10,718
Risk Manager	UN/MC*	1/11/2025	-,	0,012	0,001	0,700	0,010	J,∠¬1	5,415	0,711	0,002	10,201	10,400	15,239

FULL-TIME CLASSIFICATIONS (Monthly) Class Title	Unit	Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Senior Accountant	MBMEA	1/11/2025	7,459	7,645	7,836	8,031	8,232	8,438	8,649	8,865	9,087	9,315	9,547	9,787
Senior Building Inspector	Teamsters	1/11/2025	7,737	8,124	8,533	8,958	9,405	9,876						
Senior Busines Services Analyst	MBMEA	1/11/2025	8,372	8,581	8,796	9,016	9,241	9,473	9,711	9,952	10,201	10,456	10,718	10,985
Senior Civil Engineer	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Senior Fire Inspector	Teamsters	1/11/2025	7,737	8,124	8,533	8,958	9,405	9,876						
Senior Engineering Technician	Teamsters	1/11/2025	6,989	7,331	7,703	8,085	8,491	8,915						
Senior Human Resources Analyst	UN/MC*	1/11/2025	8,905											11,683
Senior Management Analyst	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Senior Management Analyst (Confidential)	UN/MC*	1/11/2025	7,969											10,453
Senior Permits Technician	Teamsters	1/11/2025	5,841	6,132	6,438	6,759	7,098	7,454						
Senior Plan Check Engineer	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Senior Planner	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Senior Recreation Manager	MBMEA	1/11/2025	11,614	11,905	12,201	12,506	12,819	13,139	13,467	13,805	14,150	14,503	14,867	15,238
Senior Recreation Supervisor	MBMEA	1/11/2025	8,169	8,372	8,581	8,796	9,016	9,241	9,473	9,711	9,952	10,201	10,456	10,718
Senior Technology Specialist	Teamsters	1/11/2025	7,942	8,339	8,754	9,193	9,654	10,138						
Sewer Maintenance Worker	Teamsters	1/11/2025	5,257	5,519	5,794	6,087	6,388	6,707						
Solid Waste Administrator	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Technology Specialist	Teamsters	1/11/2025	7,220	7,582	7,959	8,358	8,777	9,216						
Technology Systems Engineer	MBMEA	1/11/2025	9,503	9,739	9,985	10,234	10,490	10,753	11,020	11,296	11,578	11,868	12,164	12,467
Traffic Engineer	MBMEA	1/11/2025	9,976	10,226	10,482	10,744	11,013	11,288	11,570	11,859	12,156	12,460	12,771	13,090
Transportation Services Operator	Teamsters	1/11/2025	4,786	5,026	5,278	5,540	5,819	6,109						
Urban Forester	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Utilities Manager	MBMEA	1/11/2025	11,614	11,905	12,201	12,506	12,819	13,139	13,467	13,805	14,150	14,503	14,867	15,238
Utilities Technician	Teamsters	1/11/2025	6,387	6,706	7,043	7,394	7,763	8,149						
Wastewater Supervisor	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Water Compliance Supervisor	MBMEA	1/11/2025	8,169	8,372	8,581	8,796	9,016	9,241	9,473	9,711	9,952	10,201	10,456	10,718
Water Meter Technician	Teamsters	1/11/2025	4,657	4,890	5,134	5,391	5,661	5,947						
Water Superintendent	MBMEA	4/19/2025	9,976	10,226	10,482	10,744	11,013	11,288	11,570	11,859	12,156	12,460	12,771	13,090
Water Supervisor	MBMEA	1/11/2025	7,969	8,168	8,371	8,581	8,795	9,015	9,240	9,471	9,707	9,950	10,199	10,453
Water System Operator I (Flex Class)	Teamsters	1/11/2025	5,123	5,381	5,647	5,929	6,226	6,541						
Water System Operator II (Flex Class)	Teamsters	1/11/2025	5,505	5,783	6,071	6,374	6,693	7,031						
Water System Operator III	Teamsters	1/11/2025	5,918	6,217	6,526	6,852	7,195	7,559						
Water Treatment Operator	Teamsters	1/11/2025	5,779	6,069	6,372	6,691	7,025	7,377						

^{*}Salary Range Exists (minimum - maximum)

PART-TIME CLASSIFICATIONS (Hourly)				-	-		
Class Title	Effective		Step 1	Step 2	Step 3	Step 4	Step 5
Ceramics Technician	1/11/2025		19.39	20.35	21.38	22.44	23.57
Custodian ¹	1/1/2025	Range:	16.50	-			26.92
Emergency Services Coordinator	1/11/2025		44.23	46.44	48.77	51.21	53.76
Fire Prevention Apprentice	1/11/2025		19.39	20.35	21.38	22.44	23.57
Intern ¹	1/1/2025	Range:	16.50	-			26.92
Police Intern ¹	1/1/2025	Range:	16.50	-			26.92
Pool Lifeguard/Instructor	1/11/2025		19.39	20.35	21.38	22.44	23.57
Pool Manager	1/11/2025		23.57	24.74	25.97	27.27	28.64
Program Coordinator	1/11/2025	Range:	20.00		-		55.46
Project Administrator	1/11/2025	Range:	45.00		-		134.60
Recreation Leader	1/11/2025		18.45	19.39	20.35	21.38	22.44
Senior Recreation Leader	1/11/2025		23.57	24.74	25.97	27.27	28.64
Transportation Services Operator	1/11/2025		27.62	29.00	30.44	31.97	
Warehouse Assistant	1/11/2025	Range:	18.00	<u>-</u>			26.92

¹CA Minimum Wage increased to \$16.50/hour effective 1/1/25

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Erick Lee, Public Works Director Tikneshea Hicks, Management Analyst

SUBJECT:

Consideration of Second Reading and Adoption of an Ordinance, Amending Chapter 2.37 (Public Projects) of the Manhattan Beach Municipal Code to Remove the Online Bid and Proposal Service Fee for Capital Projects and Public Construction Projects (No Budget Impact) (Public Works Director Lee).

ADOPT ORDINANCE NO. 25-0003

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 25-0003 to amend the Manhattan Beach Municipal Code (MBMC) Chapter 2.37 (Public Projects) to remove the online bid and proposal service fees for Capital Projects and Public Construction Projects.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

BACKGROUND:

On April 1, 2025, the City Council introduced Ordinance No. 25-0003, approving the removal of the online bid and proposal service fees for Capital Projects and Public Construction Projects to MBMC Section 2.37.040(C)(2).

CONCLUSION:

Staff recommends that the City Council adopt Ordinance No. 25-0003, amending Section 2.37.040(C)(2) of the Manhattan Beach Municipal Code, removing the online bid and proposal service fees for Capital Projects and Public Construction Projects, and becoming effective on the 31st day after its passage.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental

Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is necessary.

ATTACHMENT:

- 1. Ordinance No. 25-0003
- 2. April 1, 2025, City Council Staff Report First Reading

ORDINANCE NO. 25-0003

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING MUNICIPAL CODE CHAPTER 2.37 OF TITLE 2 TO REMOVE ONLINE BID AND PROPOSAL SERVICE FEES

THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES ORDAIN AS FOLLOWS:

- <u>SECTION 1</u>. Section 2.37.040 Bid requirements, purchasing procedures, and contracting procedures, subsection C Level 3 projects, paragraph 2, is hereby amended in its entirety to read as follows:
- "2. Receipt of bids. Electronic bids shall be received through the electronic bidding system selected by the City and shall not be opened until the time designated in the bid specifications. Bids must be received prior to the bid opening to be considered."
- SECTION 2. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT. The City Council finds that this ordinance is not subject to review under the California Environmental Quality Act (California Public Resources Code § 21000, et seq., "CEQA") pursuant to State CEQA Guidelines Section 15060(c)(2), constituting an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to State CEQA Guidelines Section 15060(c)(3), constituting an activity that is not a "project" as defined in Section 15378. The City Council further finds that even if the ordinance were a project under CEQA, the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines, the common sense exemption, which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no possibility that the adoption of this ordinance, may have a significant effect on the environment.
- <u>SECTION 3</u>. <u>INTERNAL CONSISTENCY</u>. Any provisions of the Municipal Code, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance are hereby repealed, and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.
- <u>SECTION 4</u>. <u>SEVERABILITY</u>. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or their application and, to this end, the provisions of this Ordinance are severable.
- <u>SECTION 5</u>. <u>EFFECTIVE DATE</u>. This Ordinance shall take effect and be in full force at 12:01 a.m. on the 31st day after its passage.

<u>SECTION 6</u>. <u>CERTIFICATION</u>. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

ADOPTED on April 15, 2025.	
AYES: NOES: ABSENT: ABSTAIN:	
ATTEST:	AMY THOMAS HOWORTH Mayor
LIZA TAMURA City Clerk	



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Details Reports

File #: 25-0104 Version: 1

Type: Consent - Staff Report Status: Agenda Ready

In control: <u>City Council Regular Meeting</u>

On agenda: 4/1/2025 Final action:

Consideration of an Urgency Ordinance and Introduction and First Reading of an Ordinance

Amending Chapter 2.37 (Public Projects) of the Manhattan Beach Municipal Code to Remove the

Title: Online Bid and Proposal Service Fee for Capital Projects and Public Construction Projects (No

Budget Impact) (Public Works Director Lee). A) ADOPT URGENCY ORDINANCE NO. 25-0003-U B)

INTRODUCE AND CONDUCT FIRST READING OF ORDINANCE NO. 25-0003

Attachments: 1. <u>Urgency Ordinance No. 25-0003-U</u>, 2. <u>Ordinance No. 25-0003</u>

History (0) Text

TO

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Erick Lee, Public Works Director Katherine Doherty, City Engineer Tikneshea Hicks, Management Analyst

SUBJECT: Title

Consideration of an Urgency Ordinance and Introduction and First Reading of an Ordinance Amending Chapter 2.37 (Public Projects) of the Manhattan Beach Municipal Code to Remove the Online Bid and Proposal Service Fee for Capital Projects and Public Construction Projects (No Budget Impact) (Public Works Director Lee).

- A) ADOPT URGENCY ORDINANCE NO. 25-0003-U
- B) INTRODUCE AND CONDUCT FIRST READING OF ORDINANCE NO. 25-0003

Body

RECOMMENDATION:

Staff recommends that the City Council:

- Adopt Urgency Ordinance No. 25-0003-U, amending Chapter 2.37 (Public Projects) of the Municipal Code to remove the online bid and proposal service fees for Capital Projects and Public Construction Projects; and
- 2. Introduce by title only and conduct first reading of Ordinance No. 25-0003, amending Chapter 2.37 (Public Projects) of the Municipal Code to remove the online bid and proposal service fees for Capital Projects and Public Construction Projects.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

BACKGROUND:

On September 1, 2020, the City Council adopted Ordinance No. 20-0019, amending the Manhattan Beach Municipal Code (MBMC) Section 2.37.040(C)(2), which requires electronic bid submission for Capital and Public Construction Projects. This amendment mandated a fee for submitting bids on public projects, as outlined in the 2020 Resolution of Fees.

MBMC Section 2.37.040(C)(2) - Receipt of Bids states:

"Electronic bids shall be received through the electronic bidding system selected by the City and shall not be opened until the time designated in the bid specifications. Bids must be received prior to the bid opening to be considered. Users of the City's electronic bidding system shall be charged a fee, in an amount determined by the City Council by resolution."

On February 1, 2021, the City entered into an Agreement with PlanetBids for Capital and Public Construction Projects. Under this Agreement, PlanetBids provides service support and collects bidder download fees. PlanetBids retains these fees until the total amount collected equals the agreed-upon contractual threshold.

DISCUSSION:

The service fee was adopted to cover costs associated with electronic bidding. However, over the past few years, participation in electronic bidding has declined due to numerous requests for fee waivers and bidder feedback indicating an unwillingness to pay the required fees. Since the City has elected not to grant fee waivers, the decline in bidder participation has resulted in no revenue generation to cover the City's costs for the PlanetBids services.

To improve participation and streamline operations, staff recommends transitioning to the City's preferred method of electronic bidding, OpenGov, to be consistent with other departments and municipalities. The City already has an agreement with OpenGov. Therefore, no additional fees or licenses are required for the Public Works Department to use OpenGov for capital and public construction projects. Staff anticipates that removing service fees will lead to an increase in bidder participation and a more competitive bidding process, resulting in lower bids.

To facilitate this transition, staff proposes:

- 1. Adopt Urgency Ordinance No. 25-0003-U, effective immediately upon adoption, removing online bidding fees from MBMC Section 2.37.040(C). This ordinance allows staff to immediately restart the bidding process, which will prevent delays in project bidding.
- 2. Introduce by title only and conduct First Reading of Ordinance No. 25-0003 to remove online bidding fees from MBMC Section 2.37.040(C). This Ordinance will return to City Council for a second reading and become effective on the 31st day after its passage.

This amendment to MBMC Section 2.37.040(C)(2) aligns City practices with regional standards.

PUBLIC OUTREACH:

After analysis, staff determined that public outreach was not required for this code amendment. Public Works staff will initiate outreach to the contractor community about the City's improved bidding procedures upon adoption of the Ordinance.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

- 1. Urgency Ordinance 25-0003-U
- 2. Ordinance No. 25-0003

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Erick Lee, Public Works Director Nicky Petroff, Senior Management Analyst Ernest Area, Urban Forester

SUBJECT:

Consideration of a Resolution Approving a Three-Year Maintenance Services Agreement with West Coast Arborists for Tree Management Services in an Amount Not-to-Exceed \$3,102,425 (No Budget Impact) (Public Works Director Lee).

ADOPT RESOLUTION NO. 25-0038

RECOMMENDATION:

Staff recommends that the City Council:

- Adopt Resolution No. 25-0038 approving a Three-Year Maintenance Services
 Agreement with West Coast Arborists for Tree Management Services in an Amount
 Not-to-Exceed \$3,102,425 and;
- 2. Authorize the City Manager and/or her designee to extend the agreements for up to two additional one-year terms.

FISCAL IMPLICATIONS:

The agreement under consideration with West Coast Arborists (WCA) is to provide tree management services for an initial three-year term and two optional one-year extensions. Staff anticipates expenditures for services should not surpass \$570,485 for the initial year of the three-year agreement. The contingency is set annually at \$50,000 for a total of \$250,000 over the five years. The estimated cost of the initial three-year term, and two optional one-year extensions, including contingency, is for a total amount not to exceed \$3,102,425.

Annual price adjustments may not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recent 12-month period. These adjustments are limited to a maximum of three percent (3.0%) per year. Funding for such adjustments will be allocated through the annual

budget process.

The proposed agreement's effective date will be July 1, 2025. Funds in the amount of \$418,860 are currently budgeted within the General, State Pier/Parking Lot, and the Building & Grounds Maintenance funds Public Works Department budget for these Tree Management services. Future years, including Fiscal Year 2025-2026 which is the first year of this new agreement, will be budgeted accordingly.

BACKGROUND:

The City routinely contracts tree management services to care for and maintain approximately 5,400 trees. The care and maintenance include an annual/biannual pruning program, inspections, a City-wide tree risk survey, and an annual GPS tree inventory.

DISCUSSION:

On November 6, 2024, staff solicited Tree Management Services Request for Proposals (RFP) #1329-25 through OpenGov, a public bid notification system. Five proposal responses were received on December 5, 2024.

The scope of work encompasses comprehensive tree management services for the City, expanding beyond the services provided under the existing contract. The updated scope introduces several key service enhancements, including but not limited to:

- Increased tree maintenance pruning services from 3,700 trees to 5,400 trees annually;
- Increased tree maintenance frequencies in the City Medians, Parks, and Facilities;
- Install 100 trees annually to increase canopy density (Urban Forest Master Plan Goal);
- Annual Plant Health Care (PHC) services for the King Palms in the Downtown & North Manhattan Beach Business Improvement Districts; and
- A sidewalk inventory will be conducted annually. The inventory will identify tree root intrusions into lifted sidewalks for repairs.

The evaluation criteria for this service contract and vendor selection are based on several factors, including but not limited to:

- Contractor's qualifications and experience in providing services;
- Availability of trained staff in the Los Angeles area;
- References; and
- Costs, quality, the bidder's ability to deliver services, and other factors relating to the City's particular needs.

Contractor	Total Annual Proposal Amount
United Pacific Services Inc.	\$494,032
West Coast Arborists	\$570,485
Great Scott Tree Services, Inc.	\$593,736
SGD Enterprises	\$623,525
Mariposa Tree Management Inc.	\$125,940 (disqualified - incomplete proposal)

The City evaluated each submitted proposal thoroughly and advanced the top three scoring vendors to the interview phase.

United Pacific Services, Inc. (UPS) submitted the lowest bid and was invited to the interview phase. However, after careful consideration, staff ultimately recommended not awarding the contract to UPS. During the interview process, staff identified several concerns regarding this contractor's ability to effectively perform the required services. Specifically, their operational approach appeared to have certain gaps, which raised doubts about their capacity and ability to consistently meet the performance standards outlined in the RFP.

In contrast, WCA demonstrated a thorough understanding of the service requirements and presented a well-structured operational plan that gave staff greater confidence in their ability to fulfill the contract's obligations. Although UPS offered a lower price, the overall qualifications and demonstrated capabilities of WCA were determined to be a better fit for the City's needs.

Additionally, WCA has over 52 years of experience providing tree management services and is currently providing services to more than 200 municipal and county agencies across California. The WCA Manager assigned to Manhattan Beach is both a Certified Arborist and Tree Risk Assessment Qualification (TRAQ)-certified, ensuring expert oversight over the City's trees. Unlike the other proposals submitted that relied on subcontractors, WCA performs all specialized services in-house, including pest control advisory, biological assessments, and tree risk evaluations. Their highly qualified workforce includes 114 ISA Certified Arborists, over 170 ISA Certified Tree Workers, and multiple Board-Certified Master Arborists. Additionally, WCA maintains a fleet of over 1,700 pieces of equipment, ensuring reliability and efficiency for large-scale operations.

After extensive consideration, staff recommends the City enter into a three-year agreement with West Coast Arborists for tree management services not to exceed \$3,102,425, including an annual contingency amount of \$50,000 for unforeseen services and/or emergencies. Additionally, staff recommends that the City Manager be given the authority to administratively exercise the two, one-year options to extend the term of the agreement if deemed in the City's best interest.

PUBLIC OUTREACH:

This bid was advertised on the City's website and OpenGov, a public bid notification board.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The agreements have been reviewed by the City Attorney and are approved as to form.

ATTACHMENTS:

- 1. Resolution No. 25-0038
- 2. Agreement West Coast Arborists

RESOLUTION NO. 25-0038

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND WEST COAST ARBORISTS FOR TREE MANAGEMENT SERVICES

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

<u>SECTION 1</u>. The City Council hereby approves the Agreement between the City of Manhattan Beach and West Coast Arborists dated July 1, 2025, for tree management services in the amount not to exceed \$3,102,425.

<u>SECTION 2</u>. The Council hereby directs the City Manager to execute the Agreement on behalf of the City.

<u>SECTION 3</u>. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on April 15, 2025.

AYES: NOES: ABSENT: ABSTAIN:		
	AMY THOMAS HOWORTH Mayor	
ATTEST:		
LIZA TAMURA		
City Clerk		

CITY OF MANHATTAN BEACH MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") is dated July 1, 2025 ("Effective Date") by and between the City Of Manhattan Beach, a California municipal corporation ("City"), and West Coast Arborists, Inc., a California corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties" and individually as a "Party". Contractor's DIR registration number is 1000000956.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Scope of Services</u>. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Tree Management Services ("Project"), as described in this Agreement and the Scope of Work attached hereto as <u>Exhibit A</u> and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.
- 2. <u>Extra Work</u>. Extra work, when ordered in writing by the Director of Public Works ("Director") and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.
- 3. Term. This Agreement shall become effective on the date first set forth above and shall remain in effect until June 30, 2028, unless sooner terminated pursuant to Section 12 of this Agreement. The City Manager or their designee may extend the time of performance in writing for two additional one-year terms, or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated, or awarded to a new contractor, whichever is less. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions as this Agreement for a maximum period not to exceed six months or until renewed or awarded to a new contractor, whichever is less.

4. Time of Performance.

- A. Contractor will not perform any work under this Agreement until:
- 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

- 2) City gives Contractor a written notice to proceed.
- B. Should Contractor begin work in advance of receiving written authorization to proceed, any such services are at Contractor's own risk.
- 5. <u>Time</u>. Time is of the essence in this Agreement.
- 6. <u>Force Majeure</u>. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation.

- A. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Five Hundred Seventy Thousand, Four Hundred Eight-Five Dollars (\$570,485) annually, in accordance with the prices as submitted in Exhibit B. The annual contingency amount for unforeseen and emergency services shall be \$50,000. In no event shall the total compensation paid to Contractor exceed Three Million One Hundred-Two Thousand, Four Hundred Twenty-Five Dollars (\$3,102,425) for the initial three-year term, and two optional one-year extensions, including contingency.
- B. The amount set forth in paragraph A of this Section includes reimbursement for all expenditures incurred in the performance of this Agreement.
- 8. <u>Payments</u>. Contractor shall submit to City an invoice via email to <u>invoices@manhattanbeach.gov</u> on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. <u>Taxes</u>. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in <u>Exhibit B</u>.

- 10. <u>Audit</u>. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.
- 11. <u>Unresolved Disputes</u>. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.
- 12. <u>Termination</u>. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

13. Indemnification, Hold Harmless, and Duty to Defend.

Α. <u>Indemnity for Professional Services</u>. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

B. Other Indemnities.

1) Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of

accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

- 2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.
- 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.
- C. <u>Workers' Compensation Acts not Limiting</u>. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

- D. <u>Insurance Requirements not Limiting</u>. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.
- E. <u>No Design Services</u>. Contractor acknowledges that the Services to be provided pursuant to this Agreement do not require the services of a "design professional," as the term is defined in California Civil Code Section 2782.8(c), and that therefore the provisions of California Civil Code Section 2782.8 do not apply to this Agreement.
- F. <u>Survival of Terms</u>. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

- A. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
- 1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
- 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.
- 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.
- B. <u>Acceptability of Insurers</u>. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

- C. <u>Additional Insured</u>. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.
- D. <u>Primary and Non-Contributing</u>. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- E. <u>Contractor's Waiver of Subrogation</u>. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.
- F. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- G. <u>Cancellations or Modifications to Coverage</u>. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- H. <u>City Remedy for Noncompliance</u>. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.
- I. <u>Evidence of Insurance</u>. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies

providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

- J. <u>Indemnity Requirements not Limiting</u>. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.
- K. <u>Broader Coverage/Higher Limits</u>. If Contractor maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- L. <u>Subcontractor Insurance Requirements</u>. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.
- 15. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. <u>Familiarity with Work</u>.

- A. By executing this Agreement, Contractor represents that it has
- 1) Thoroughly investigated and considered the scope of services to be performed;
 - 2) Carefully considered how the services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.
- 17. <u>Independent Contractor</u>. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not

obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

- 18. <u>Prevailing Wages</u>. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in <u>Exhibit C</u>, attached hereto and incorporated herein by this reference.
- 19. <u>Workers' Compensation Insurance</u>. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 20. <u>Nondiscriminatory Employment</u>. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.
- 21. <u>Debarred, Suspended or Ineligible Contractors</u>. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.
- 22. <u>Compliance with Laws</u>. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

23. Payment Bond: □ REQUIRED – or – ■ NOT REQUIRED

Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as <u>Exhibit D</u> and incorporated herein by this reference.

- 24. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.
- 25. <u>Warranty</u>. The work shall be warranted by Contractor against defective materials and workmanship for a period of one year. The warranty period shall start on the date the work is completed as determined by the Director.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Director in writing.

All warranties, express or implied, from subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to City, and such warranties shall be delivered to the Director prior to acceptance of Contractor's performance of the Agreement.

Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Director, after notice to do so from the Director, and within the time specified in the notice. If Contractor fails to make such replacement or repairs within the time specified in the notice, City may perform the replacement or repairs at Contractor's expense. If Contractor fails to reimburse City for the actual costs, Contractor's Surety shall be liable for the cost thereof.

- 26. <u>Conflicts of Interest</u>. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the services under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.
- 27. <u>Third Party Claims</u>. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

- 28. <u>Non-Assignability; Subcontracting</u>. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.
- 29. <u>Applicable Law</u>. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
- 30. <u>Attorneys' Fees.</u> If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.
- 31. <u>Titles</u>. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 32. <u>Authority</u>. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.
- 33. <u>Incorporation by Reference</u>. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.
- 34. <u>Entire Agreement</u>. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
- 35. <u>Construction</u>. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

- 36. <u>Non-waiver of Terms, Rights and Remedies</u>. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
- 37. <u>Notice</u>. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

City of Manhattan Beach Erick Lee, Public Works Director 3621 Bell Avenue Manhattan Beach, California 90266

To Contractor:

West Coast Arborists, Inc.
Patrick Mahoney, Chief Executive Officer
2200 E. Via Burton Street
Anaheim, California 92806

- 38. <u>Counterparts</u>. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.
- 39. <u>Severability</u>. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

City:	Contractor:
City of Manhattan Beach, a California municipal corporation	West Coast Arborists, Inc., a California corporation
By: Name: Talyn Mirzakhanian Title: City Manager Date: ATTEST:	By: Docusigned by: 224C70FBEE1F4FC Name: Patrick Mahoney Title: Chief Executive Officer Date: 36/256/2025 KICHIKD MIKONEU E7EE0F00001004BA Name: Richard Mahoney Title: Secretary Date: 3/25/2025
By: Name: Liza Tamura Title: City Clerk Date:	PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED
APPROVED AS TO FORM:	APPROVED AS TO FISCAL CONTENT:
By: Name: Quinn M. Barrow Title: City Attorney Date:	By: Name: Libby Bretthauer Title: Acting Finance Director Date:
APPROVED AS TO CONTENT:	
By: Name: Erick Lee Title: Public Works Director Date:	_

EXHIBIT A

Scope of Work

Contractor shall provide care and maintenance for 5,400 trees spanning over the City's four (4) square miles. City has approximately 9,700 Global Positioning System (GPS) inventoried trees. Per Municipal Code 7.32.050, the remaining trees will be the responsibility of the adjacent property owner to maintain.

1. CONTRACT ATTACHMENTS:

Attachment I – City Medians:

- Rosecrans Avenue; Aviation Boulevard to Highland Avenue
- Marine Avenue; Aviation Boulevard to Sepulveda Boulevard
- Manhattan Beach Boulevard; Aviation Boulevard to Elm Avenue
- Artesia Boulevard; Aviation Boulevard to Sepulveda Boulevard
- Sepulveda Boulevard; Rosecrans Avenue to Artesia Boulevard
- S Aviation Boulevard; Ruhland Avenue to Nelson Avenue

Attachment II – City Parks:

- Polliwog Park at 1601 Manhattan Beach Boulevard
- Manhattan Heights Park at 1600 Manhattan Beach Boulevard
- Creative Arts Center at 1560 Manhattan Beach Boulevard
- Sand Dune Park at 550 33rd Street
- Marine Avenue Park at 1625 Marine Avenue
- Marine Sports Park at 1801 Marine Avenue
- Live Oak Park at 1901 N Valley Drive
- Larsson Street Parquette at 211 Larsson Street
- 8th Street Parguette at 1746 Eighth Street
- Nelson Parquette at Sout Aviation Boulevard & Nelson Avenue
- Bruce's Beach at Highland Avenue & 27th Street
- Block 35 (Water Tower Park) at 1401 6th Street
- Veterans Parkway at Valley Drive between Sepulveda Boulevard and Boundary Place
- Manhattan Village Field at 1300 Parkview Avenue

<u>Attachment III – City Facilities</u>

- City Hall at 1400 Highland Avenue
- Annex (Chamber/Post Office) at 425 15th Street
- Metlox at 1221 N Valley Drive
- The Strand (El Porto Lot) between 45th Street and Rosecrans Avenue
- 3714 Highland Avenue (Lot 4) at Rosecrans Avenue and Highland Avenue
- Manhattan Beach Boulevard Parking Lot (Lower Pier Lot)
- City Yard at 3621 Bell Avenue

Attachment IV – Downtown BID

Attachment V – North BID

Attachment VI – Greenwaste Recycling Reporting

Attachment VII – Tree Planting Detail

2. **SPECIFICATIONS**:

The Contractor shall be required to perform and complete the following tree and/or landscape maintenance work thoroughly and professionally and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements:

- Tree pruning
- Tree removal
- Stump grinding
- Tree planting
- Emergency response
- Clearance pruning
- Tree watering
- Small tree care
- Palm trunk skinning
- Root pruning
- Arborist services/inspection
- Arborist Fumigation Services
- Arborist Fertilization Services
- Additional work
- GPS Tree inventory

A. ANNUAL AND BIANNUAL PRUNING PROGRAM:

At the direction of the Urban Forester, the annual pruning and maintenance of 5,400 trees within the City's four (4) square miles will take place in the City medians, parks, open spaces, and facilities. The actual number of trees annually pruned and maintained under this contract will be determined by the City's annual budgetary obligations on a year-by-year basis. The Downtown and North BID, Pier and EI Porto lot palms shall be pruned biannually. All tree pruning must include structural pruning, crown raising, crown cleaning, and, if directed, crown reduction per the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 (Part 1)-2017 Pruning Standards, latest edition. The Contractor will furnish all supervision, labor, equipment, and materials necessary to accomplish the work per the Contract. Special works that are difficult to access will require the need for specialty equipment (i.e., a ninety-five (95) foot tower). Service request pruning will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS:

Tree problems that are visible during the maintenance activities but not considered hazardous will be reported to the Urban Forester for direction and/or further evaluation. These hazards can be discovered through both routine pruning work and other forms of inspection. The Urban Forester will direct Contractors or City staff to correct hazards promptly. All work history should be recorded within the City's tree inventory management program.

C. <u>CITYWIDE TREE RISK SURVEY:</u>

The Contractor is required to provide an annual Level 1 Tree Risk Survey of the City's approximately 9,842 GPS-inventoried trees, and these services must be provided annually throughout the term of the Contract. The trees assessed will be documented from a drive-by perspective. The survey shall include a report of all trees discovered having obvious significant defects or other conditions of concern shall be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the Urban Forester's direction.

D. CALIFORNIA DEPARTMENT OF FISH AND GAME CODE #3503:

California Department of Fish and Game Code #3503 states, "It is unlawful to take, possess or needlessly destroy the nest or eggs of any bird." Therefore, the Contractor is responsible for bypassing and leaving undisturbed any or all trees scheduled for pruning or removal if active nesting birds or eggs are found to occupy the tree(s). Tree care operations will generally start on September 1st and end by March 31st.

E. TREE INVENTORY:

The Contractor must provide a complete Citywide GPS Tree Inventory, and a Level 1 Citywide Tree Risk Survey, and these services must be completed annually. The Contractor will provide the Urban Forester access to a record-keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, exact trunk diameter for each tree (for PHC services), work history, and tree and planting site location and information. Additionally, the program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, Contractor equipment GPS location monitoring. The tree inventory software program must be an Internet-driven tracking program. The program must have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of the City tree species. The Contractor must provide software support to the City for the entire term of the Contract. There must be no additional costs to the City for these services.

The Contractor must provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include address, street, facility, species, diameter, condition, height, recommended maintenance, overhead utilities, and parkway size and type.

I. GPS Tree Inventory:

Within thirty (30) days of notice to proceed on or before April 1, 2025, the Contractor must provide a complete Citywide GPS Tree Inventory of the City's approximately 9,842 trees, and these services must be completed annually throughout the term of the Contract. The contractor shall include sidewalk deflection information during the annual tree inventory. The sidewalk inventory information shall include ½ inch deflects fifteen (15') feet from the center of the tree or thirty (30') overall on public property only. The Contractor must complete a Citywide Global Positioning System (GPS) tree inventory and a Level 1 Tree Risk Survey collected by an ISA Certified Arborist, including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities, and open spaces such as medians, greenscapes, etc. The address information contained in the inventory should be linked directly to a Geographical Information System (GIS) program, specifically ESRI ArcGIS. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. The Urban Forester will receive a complete listing of all sites inventoried, both in hard copy and in the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

A GPS tree inventory must be created with a new database using the City's standardized addressing system for all parks and open space areas. The Contractor is required to create an ESRI ArcGIS compatible "shapefile". The new inventory must be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The Contractor's tree inventory must be conducted by visiting each tree site or vacant planting site and plotting the position. The data must be compatible with the latest version of ArcGIS. Minimum accuracy must be not more than one (1) submeter.

II. GPS Inventory:

The Urban Forester will provide the most recent GPS inventory data in its possession to the Contractor upon award of the Contract. The Contractor will manage the entire inventory work. The work must include field data collection, data entry, access to the computer software, training of City employees on the use of the system, future technical maintenance and support, and as an option, conversion of the existing database. Attributes to be collected by field personnel shall include, but are not limited to:

- a. Tree Number
- b. District/Zones/Parks/R-Areas/Residential
- c. Street
- d. Location by Address
- e. Location by GIS
- f. Species by botanical name & common name
- g. The exact trunk diameter for each tree

- h. Tree height
- i. Tree condition
- i. Tree dollar value
- k. Recommended Maintenance
- I. Existing overhead Utilities
- m. Tree Grate information: tree grate Y/N, tree grate size, cast iron/concrete, condition
- n. Parkway Size
- o. Parkway Type
- p. Sidewalk deflection inventory: $\frac{1}{2}$ inch deflects fifteen (15') feet from the center of the tree or thirty (30') overall on public property only. The sidewalk inventory shall include digital photo of the deflection and a measurement reference.
- q. Planting opportunities / empty tree wells/parkways

III. Mobile Application:

The tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application must include the following minimum requirements:

- a. Mobile application must be compatible with Android systems.
- b. Mobile application must be usable for precision mobility view as user moves through canopied areas.
- c. Mobile application must include multiple layering features, including aerial imagery and street names.
- d. Mobile application must display tree icons based on precise GPS coordinates.
- e. Mobile application must be able to illustrate live work history records.
- f. Mobile application must allow a function that permits live data updates.
- g. Mobile application must be updated as new work records are modified.

IV. Technical Support and Maintenance:

The Contractor must provide routine maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the Urban Forester. The Contractor must provide complete support rapidly, with experienced staff available to the City from 7:30 A.M. to 5:00 P.M. Monday through Friday. The Contractor must be readily available by telephone or e-mail.

3. SPECIAL PROVISIONS:

Work may consist of tree pruning, traffic clearance pruning, and palm pruning as specified.

A. DEFINITIONS:

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, the direction, requirement, permission, approval, or acceptance by the City is intended unless otherwise stated. As used herein, "provide" must be understood to mean "provide complete" in total. The word "site" means the location receiving the service. The use of the word "Contractor" means the Contractor and/or any person employed by them and working under this Contract.

B. WORK QUALITY:

All tree pruning must comply with the appropriate arboriculture practices for the particular species of trees being trimmed, and the tree pruning must be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor must also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018, latest edition.

C. 2 CYCLE EQUIPMENT AND CO2 EMISSIONS:

To minimize CO2 emissions, it is desirable that the contractor utilize electric chainsaws with a bar length of sixteen (16) inches or less in length.

D. OPERATIONAL AWARENESS AND STANDARDS:

Before beginning the work, the Contractor must review with the Urban Forester various methods, tools, and schedules to be used on the work. Unless otherwise indicated, tree pruning must include but not be limited to accepted pruning activities.

Daily tree pruning operations must commence no earlier than 7:30 A.M. and must be completed each day no later than 5:00 P.M. No pruning operations will be allowed on weekends or observed City Holidays (excluding emergencies) unless approved by the Urban Forester. The working hours for the Downtown and North Business Improvement Districts are 7:30 A.M. to 12:00 P.M. and must be strictly enforced. Palms in the Downtown and North Business Improvement Districts, Pier, and El Porto Lots must be serviced biannually, generally in March and September.

Observed City Holidays:

- New Year's Day; January 1st
- Martin Luther King Jr's Birthday; Third Monday in January
- Presidents Day; Third Monday in February
- Memorial Day; Last Monday in May
- Independence Day; July 4th
- Labor Day; First Monday in September
- Columbus Day; Second Monday in October

- Veterans Day; November 11th
- Thanksgiving Day; Fourth Thursday and the Friday after in November
- Christmas Eve Day, December 24th (Closed half day at 12:00 PM)
- Christmas Day; December 25th

The following median locations are subject to the working hours between 9:00 A.M. to 3:00 P.M.

- Sepulveda Boulevard; Rosecrans Avenue to Artesia Boulevard
- Manhattan Beach Boulevard; Aviation Boulevard to Sepulveda Boulevard
- Marine Avenue; Aviation Boulevard to Sepulveda Boulevard
- Rosecrans Avenue; Aviation Boulevard to Highland Avenue
- Artesia Boulevard: Aviation Boulevard to Sepulveda Boulevard
- South Aviation Boulevard; Ruhland Avenue to Nelson Avenue

All debris resulting from tree pruning operations must be removed from the work site daily.

4. Tree Pruning:

At the direction of the Urban Forester, tree pruning routes must be established annually. All tree pruning must include structural pruning, crown raising, crown cleaning, and crown reduction per the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Part 1 Standards, latest edition. No less than ten (10) percent and no more than twenty-five (25) percent of the foliage is to be removed in a growing season. Trees must also be trimmed to remove any obstruction around traffic control devices, traffic signals, streetlights, and buildings. Additional trimming must be performed to mitigate any effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed must be consistent with industry practice for the size and specificity of a tree being trimmed. All dead, broken, damaged, diseased, or insect-infested limbs must be removed from the trunk or main branch. All cuts must be made sufficiently close, half (½) inch to the parent stem so that wound closure can readily start under normal conditions. All limbs two (2) inches or greater must be undercut to prevent splitting. The remaining limbs and branches must not be split or broken at the cut. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline of the tree.

- a. Contractor must comply with Standards of CAL OSHA and American National Standard Institute, Z133-2012 Safety Requirements, latest edition.
- b. Contractor is responsible for providing and posting "No Parking" signs twenty-four (24) hours before the work is scheduled to begin.
- c. Contractor must always attempt to maintain good public relations. The work must be conducted in a manner that will cause the least possible

interference and annoyance to the public. Work must be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations.

- d. The Contractor is responsible for ensuring that private property and vehicles at work locations are not endangered or damaged during work.
- e. Contractor must exercise the necessary precautions when working adjacent to aerial and subterranean utilities. The Contractor must utilize Line Clearance Qualified Tree trimmers if working within ten (10) feet of high-voltage power lines. If aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease, and the appropriate utility company is notified. Work must then commence per instructions from the utility company. If work causes excavation, the City is responsible for properly marking the location, and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- f. No hooks, gaffs, spurs, or climbers will be used while climbing trees other than for removals and inaccessible palms when needed.
- g. Final pruning cuts must be made without leaving stubs. Cuts must be made in a manner that promotes callous growth.
- h. Topping is prohibited.
- i. Cut laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume dominance or one-third (1/3) the size of the parent limb removed.
- j. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- k. Small limbs, including suckers and waterspouts, must be cut close to the trunk or branch from which they arise.
- I. Heading, rounding over, or stubbing is not an accepted practice for reducing the size of the framework of any tree.

5. Vehicular and Pedestrian Clearance:

As directed by the Urban Forester, tree pruning for traffic clearances must provide clearances of eighteen (18) feet above finish grade for moving vehicles within the traveled roadway and ten (10) feet for pedestrians on sidewalks by standards set forth by the

International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300, Part 1. Vehicular and pedestrian clearance must be determined by the Urban Forester and conform to the following:

- a. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume dominance or one-third (1/3) the size of the parent limb removed.
- b. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

6. Pruning Palms:

Palm tree pruning must consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms listed in the Contract Documents Special Provisions in a manner selected by the Contractor and approved by the Urban Forester and per the following:

- a. The use of climbing spurs or spike shoes to climb palm trees is prohibited unless specifically approved by the Urban Forester. The Contractor must be required to use an aerial tower of sufficient height to reach the crown for palm pruning.
- b. Palm pruning must consist of the removal of dead fronds, fruit, and flowers and must be removed without excessive damage to remaining live tissue. Annual palm pruning must include the skinning and removal of sheath/petiole of thirty-six (36) inches of the previous year's remaining sheath/petiole. The skinning must not encroach within thirty-six (36) inches from the base of the green fronds.

7. Additional Tree Pruning – By Service Request:

Trees that need service, in addition to the standard Annual Tree Pruning Program, will be directed by service requests from the Urban Forester. The Contractor will have two (2) weeks from receiving notification to complete additional tree-pruning service requests.

The City intends to allow residents to request and pay for additional work (to City-owned trees only and only during City tree trimming operations) through the City on an individual request basis. Any additional work will be authorized and directed by the Urban Forester using prices as listed in this Contract for supplemental work.

8. Tree Removals:

After the Urban Forester determines trees that require removal, they will prepare a list of trees to be removed, mark trees, notify homeowners, and submit lists to the Contractor. The Contractor is responsible for calling in the USA and preparing an internal work order. The Contractor is responsible for removing trees and hauling all debris and grinding stumps to a depth of twenty-four (24) inches and a three (3) feet radius from the stump. All holes must be backfilled, and all debris cleaned up and hauled away. Special works that are difficult to access with equipment or require the need for a loader, bobcat, crane or an aerial tower over seventy-five (75) feet would fall under Crew and Specialty Equipment Rental rates. The Urban Forester must make the final determination to remove or provide public notice for removal later. Removals must be conducted in a good, workmanlike manner per the standards of the arboricultural professionals.

All wood from removed trees is the property of the City and must be disposed of at the direction of the Urban Forester. No wood must be left along public right-of-way unless approved by the Urban Forester. All of the tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides, and rear solid, and the top must be trapped or otherwise tightly enclosed. The transporting of the tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark, and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by the USA and the Contractor. The Contractor must be required to call in the USA at least two (2) days before stumps are to be ground out. All tree stumps must be removed to at least twenty-four (24) inches below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor must grind the stump within a minimum three (3) feet radius of the stump or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal, except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2) inches above normal ground level. All excess routing chip debris must be removed and loaded into the transport vehicle for disposal. Any damaged paved surfaces must be restored to their original condition.

9. Tree Planting:

Trees must be installed per the Department of Public Works ST-14 Tree Planting Detail. Tree planting includes the tree, stakes, ties, and complete installation and watering at the time of installation as directed by the Urban Forester. Within forty-eight (48) hours of installation, tree(s) must be GPS inventoried per specifications in Section E, Tree Inventory. Planting lists should be compiled by the Inspector and submitted monthly or as needed. The Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor must provide all equipment, labor, and materials necessary for the planting of trees throughout the City per the specifications herein.
- b. Contractor is responsible for marking locations and the notification of the USA before planting.
- c. Planting pit must be dug twice the width and the same depth as the root ball. Before placing the tree in the planting pit, the Contractor must examine the root ball for injured roots and the canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy, making sure that the branch collar is not damaged.
- d. Trees must be placed in the planting pit with their original growing level (the truck flare) at the same height as the surrounding finish grade. In grass-covered parkways, the top of the root ball must be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball must be three (3) inches below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. All air pockets must be eliminated while backfilling the planting pit by watering the soil as the soil is put into the hole.
- f. Trees planted in parkways must have a four (4) to six (6) inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree must be watered thoroughly by filling the water retention basin twice.
- g. Trunk protectors such as Arbor-Guards or an approved equal must be placed at the base of the trunk of all new trees immediately after planting.
- h. In some cases, root barriers may be required. The Urban Forester will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. Root barriers will be considered an additional service request.
- Contractor shall ensure that all trash and soil or dirt spilled on any paved surface are cleaned up at the end of each working day.
- j. All trees must be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1-2014

Standards, latest edition. Trees must be free from pests, disease, and structural defects.

10. Crew and Specialty Equipment Rental Rate:

As directed by the Urban Forester, the Contractor's crew and specialty equipment can be instructed to complete any type of miscellaneous tasks that may consist of extraordinary work such as: trimming specific trees or palms requiring immediate attention before their scheduled trim and trees requiring service before their regular annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance, or broken limbs. These services will be performed at the Crew and Specialty Equipment Rental Rate. The Crew and Specialty Equipment Rental Rate may also apply to difficult-to-access areas, including but not limited to Sand Dune Park and Veterans Parkway.

11. Emergency Response:

The Contractor will be required to provide an emergency on-call response for damaged trees caused by storms or other reasons. Emergency calls may occur at any given time. Emergency response work must begin within two (2) hours of the Urban Forester's initial telephone call.

The Contractor must provide a twenty-four (24) hour emergency telephone number or the names and cellular telephone numbers of at least three (3) contact individuals. Should the contact persons or their telephone numbers change during the contract, the changes must be submitted to the Urban Forester immediately.

The Contractor is required to provide all necessary traffic control during emergency work. Should the work involve any high-voltage power lines or any utility lines the Contractor must notify the responsible utility company.

Work performed under the emergency provision of this Contract must be paid for on a crew-hour basis. This includes all labor, tools, equipment, disposal fees, and necessary materials.

12. Tree Watering:

Watering is performed by a one-man crew with a water truck, who will water young trees at the Urban Forester's direction. It is considered an additional service request.

13. Small Tree Care:

The City requires an active approach to the care of its young and newly planted trees. The Contractor is required to perform basic maintenance that will include, but not be limited to, tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

14. Arborist Services:

The Urban Forester may require tree evaluations, including written reports. The Contractor must provide an hourly rate for an Arborist who can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations, and site inspections. Reporting can be generated on as little as one (1) tree to an entire urban forest population and is handled on a case-by-case basis.

15. Plant Health Care:

At the direction of the Urban Forester, the Contractor is required to provide plant health care services, including but not limited to injecting and soil drenching as necessary to reduce a potentially harmful pest. This is required to maintain or improve the selected tree's appearance, vitality, and safety using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor per the Department of Pesticide Regulations.

a. PESTICIDE USAGE AND REPORTING:

- i. Contractor must submit Pesticide Usage Report(s) to the Urban Forester at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours, and equipment. Report(s) will provide all pesticide information needed and, in a format, sufficient for all annual reporting, including Integrated Pest Management (IPM) and National Pollutant Discharge Elimination System (NPDES).
- ii. City IPM Policy encourages the use of the least toxic pesticide required for effective control of a given pest.

b. PESTS AND DISEASES:

- i. For all trees known or suspected to be diseased/infested, the Contractor must disinfect all tools and cut surfaces after each cut and between trees.
- ii. All trees must be inspected for Polyphagous Shot Hole Borers, Fusarium, Gold Spotted Oak Borers, or other high-priority pests/pathogens as determined by the Los Angeles County Agricultural Commissioner. This is a crucial step in safeguarding the health of our trees. The Contractor must handle all debris in a manner consistent with the newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

- iii. Material and debris from trees with known or suspected disease/infestation must be chipped to one (1) inch or smaller and must not be left on-site or used as much off-site. The debris must be removed and secured in a safe location at the Contractor's expense.
- iv. No additional charges for disinfection or special handling is allowed.

c. PESTICIDE TREATMENT OF TREES:

- i. The Contractor must have an "in-house" Qualified Applicator apply chemicals per the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
- ii. Applications will be made by drench, spray, or injection as conditions warrant. The primary method of application should be trunk or soil injection.
- iii. Pesticides may only be used on this Contract for treatment of "PHSB", Golden Spotted Oak Borer (GSOB), Fusarium dieback, and other pests if approved by the Urban Forester.

d. PESTICIDE TREATMENT AND FERTILIZATION OF KING PALM:

- i. The Contractor must have an "in-house" Qualified Applicator apply chemicals per the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
- ii. Applications will be made by drench, spray, or injection as conditions warrant. The primary method of application should be trunk or soil injection.
- iii. Insecticides may only be used on this Contract for treatment of Banana Moth in King and Queen Palm, and other pests if approved by the Urban Forester.

16. TRAFFIC CONTROL:

The Contractor must conform to all City Traffic Safety, and CA-MUTCD requirements and operating rules at all times while this Contract is in effect. The Contractor must employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians per the American Traffic Safety Services Association (ATSSA).

The Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic, including high-visibility Arrow Board(s) as necessary. The contract must ensure all traffic control signs and equipment are in good working condition and are approved by the California Department of Transportation.

Illuminated arrow boards, sign stands, delineators, and/or cones must be used to identify the work site for vehicular and pedestrian safety.

17. PUBLIC NOTICING OF TREE PRUNING OPERATIONS:

If traffic is unobstructed, a "No Parking" posting must occur within one hundred (100) feet of tree pruning operations, and if traffic is obstructed, the entire block must be closed.

18. **CLEAN UP:**

When work is completed, the contractor must clean all job sites, including raking leaves, twigs, etc., from the lawns and parkways and sweeping the streets.

Each day's scheduled work must be completed and cleaned up, and under no circumstances must any brush, leaves, debris, or equipment be left on the street overnight. The Contractor's equipment may be stored overnight, with advance approval, at the City of Manhattan Beach Public Works Department (The City Yard); however, the City will not be responsible for the security of the Contractor's equipment.

Brush and debris must be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

The Urban Forester must be the sole judge as to the adequacy of the cleanup.

19. DISPOSAL OF DEBRIS:

All tree branches produced as a result of the Contractor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The Contractor must provide the City with their Green Waste recycling report detailing the amount of debris recycled and its location. The report will be used to comply with Assembly Bill 939.

a. Green waste Recycling Reporting:

Green waste includes trimmings, including all organic materials such as plant trimmings, branches, and flowers; grass clippings of any variety of grass; leaves and branches, including all fresh or dried leaves and branches.

Weight slips are required as proof of final processing and must be submitted with each demand for payment.

Reducing must include, but not be limited to, chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and proof of such will be provided with each demand for payment.

Reusing will include, but not be limited to, using chipped, ground, or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, the Contractor must provide the Urban Forester documentation (with each demand for payment) from the property owner indicating the location and amount of material to be used at that location.

Recycling will include, but not be limited to, firewood that is too large to be chipped, ground, or shredded for use as mulch. If wood is to be kept for firewood by the Contractor, the Contractor must provide to the City proof of such an operation with each demand for payment. The City must receive all recycling credit for any materials recycled, subject to CA solid waste law.

A calendar year (January – December) tonnage report must be included with the monthly tree maintenance invoice and submitted to the City in Microsoft Excel, including the following:

- Month
- Material type
- Tonnage Recycled
- Tonnage Landfilled (Residual)
- What was done with the material
 - How & where recycled material was taken to
 - Where landfilled material was taken to

b. Wood Chips:

At the direction of the Urban Forester, wood waste generated from tree removals must be chipped into pure wood chips of an even uniform size and dumped at the City Yard.

20. PARKING:

The City will make every attempt to identify a suitable space for parking vehicles and equipment for this Contract. The Contractor will hold the City harmless and release the City from liability as a result of theft or vandalism. Should a City site not be available, then the Contractor may park on the City right-of-way, City parking lot or City Facility near the work area(s), per the Urban Forester's direction.

21. <u>UNIFORMS/IDENTIFICATION:</u>

The Contractor shall provide its workers with a standard uniform displaying company identification. All vehicles and equipment shall also be properly marked with company identification.

22. INSPECTIONS:

The Urban Forester must always have access to the work site and must be furnished with full knowledge of the progress, workmanship, and character of materials and equipment used and employed in the work.

23. ANNUAL COST ADJUSTMENT:

A written request for any cost adjustment may be submitted annually, at least ninety (90) days prior to each anniversary date of the Contract. Such a request must include written justifications for the requested cost increase. The City will evaluate the request for a cost adjustment and will be the sole judge as to whether any cost increase will be approved. Adjustments may not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recent twelve (12) month period to a maximum allowable annual increase of three (3)%.

Rosecrans Ave

Marine Ave

Manhattan Beach Blvd

Polygon Artesia Blvd

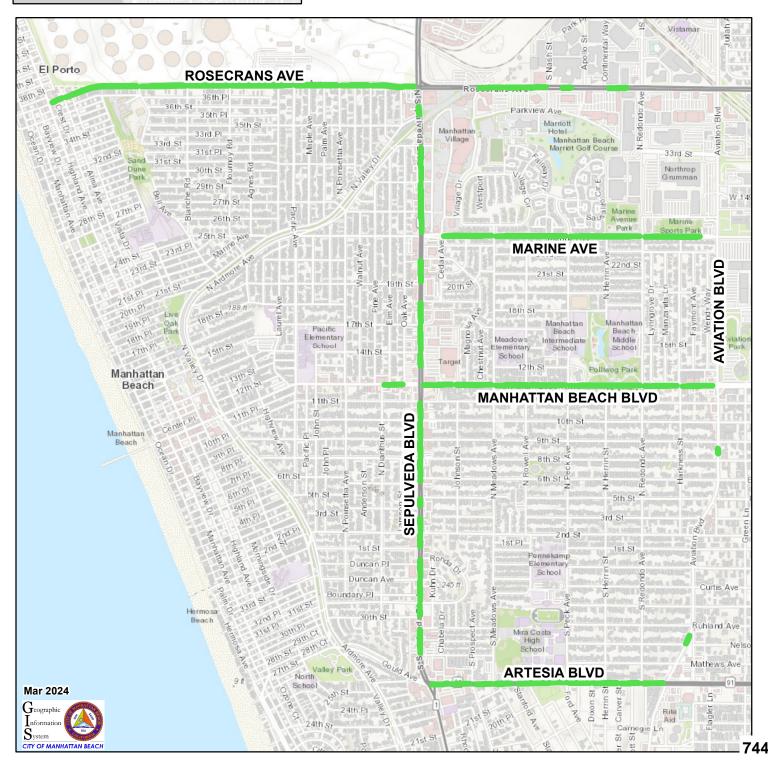
Artesia Blvd

Attachment I

City of Manhattan Beach

City Medians





Rosecrans Ave

Marine Ave

Manhattan Beach Blvd

Day

Manhattan Beach Blvd

Artesia Blvd

Artesia Blvd

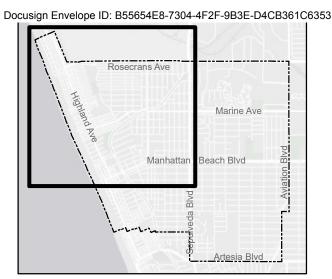
Attachment II

City of Manhattan Beach

City Parks





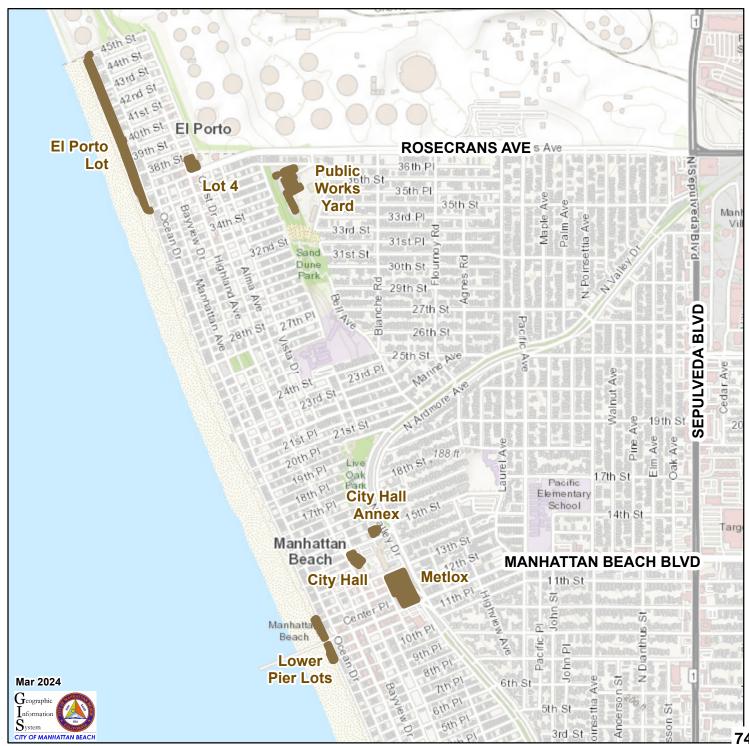


Attachment III

City of Manhattan Beach

City Facilities

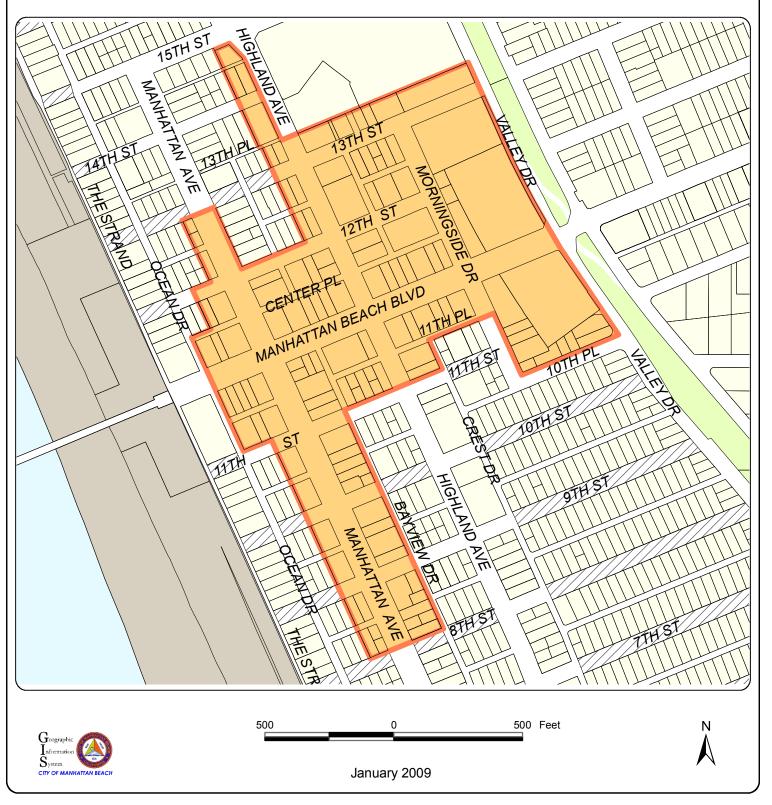




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City of Manhattan Beach

Downtown Business Improvement District



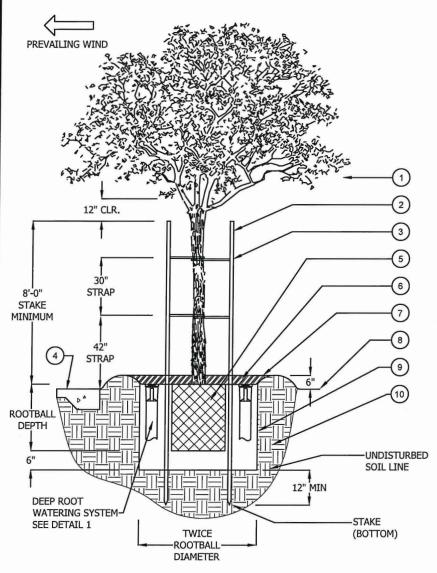
Attachment V

City of Manhattan Beach

North Manhattan Beach Business Improvement District



		ATTACHMENT VI											
		GREENWASTE RECYCLING MONTHLY REPORTING											
	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
Material Type													0
Tonnage Recycled													0
Tonnage Landfill (Residual)													0
How/where Recycled													0
Where Landfilled													0

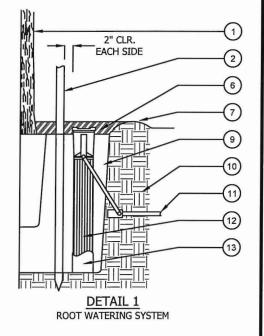


NOTES:

- NO SHRUBS, SUCCULENTS, FRUIT TREES OR CACTUS SHALL BE CONSIDERED FOR PLANTING IN PUBLIC RIGHT OF WAY.
- THE TREE(S) SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 LATEST EDITION.
- 3. NO POLE STAKING ARE REQUIRED ON TREE(S) LARGER THAN 36" BOX SIZE.
- INSTALL (2) TWO TREE STAKES WITH (2) TWO FLEX STRAPS PERPENDICULAR TO THE PREVAILING WIND.
- PALMS WILL BE CONSIDERED ON A CASE BY CASE BASIS.

LEGEND

- TREE(S) SHALL BE 24", 36" OR 48" BOX SIZE, STANDARD TREES, UNLESS SPECIFIED OTHERWISE
- 2" DIA. X 12' LONG LODGE POLE PINE STAKES: (2) PER TREE W/ GREEN PRESERVATIVE STAIN. INSTALL 2" CLEAR OF ROOTBALL
- (3) (2) TWO JAIN MANUFACTURER (OR EQUIVALENT) VINYL FLEX TREE TIE STRAPS, MODEL: FSTT-50 WRAP TIGHTLY AROUND EACH LODGE POLE STAKE (IN OPPOSITE DIRECTIONS) AND SECURE
- CONCRETE SIDEWALK
- 5 TREE ROOTBALL: 3" ABOVE GRADE, TAPER ROOTBALL TO **GRADE**
- (6) 4" LAYER TYPE-I BARK MULCH
- (7) 6" HIGH WATER RETENTION BASIN RING
- 8 SOIL FINISHED GRADE
- BACKFILL WITH NATIVE SOIL
- (10) UNDISTURBED SITE SOIL
- (11) IRRIGATION WATER PIPE (3/4") DIAMETER MIN.
- (12) RAIN BIRD, TORO MFR. OR EQUIVALENT ROOT WATERING SYSTEM (RWS) WITH 18" TUBE BUBBLER HEAD, 0.50 GPM BUBBLER AND CHECK VALVE ON RISER ASSEMBLY. INSTALL 6" AWAY OF ROOT BALL. TWO (2) REQUIRED PER TREE.
- 13) ROOT WATERING SAND SOCK SHALL BE INSTALLED OVER THE RWS ASSEMBLY TO PREVENT SOIL INTRUSION.



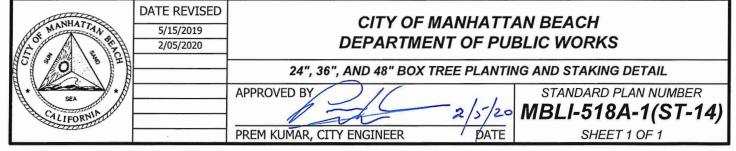


EXHIBIT B

Approved Fee Schedule

Various Species Tree Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)	TOTALS	UNIT PRICE	SUBTOTAL
0-6"	6	396	145	156	14	717	\$ 44.00	\$ 31,548.00
6"-12"	53	644	275	246	30	1248	\$ 79.00	\$ 98,592.00
12"-18"	63	544	88	36	10	741	\$ 133.00	\$ 98,553.00
18"-24"	76	334	42	4	2	458	\$ 226.00	\$ 103,508.00
24"-30"	37	103	5	4		149	\$ 305.00	\$ 45,445.00
30"-36"	24	87	9	1		121	\$ 375.00	\$ 45,375.00

Fan Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)			
1'-15'		8			4	12	\$ 84.00	\$ 1,008.00
15'-30'		6	6		12	24	\$ 84.00	\$ 2,016.00
30'-45'	82	14	172	24	24	316	\$ 84.00	\$ 26,544.00
45+	60	16				76	\$ 84.00	\$ 6,384.00

Queen Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)				
1'-15'		2		80		82	\$ 54.00	\$ 4,428.00	
15'-30'		22		216	20	258	\$ 54.00	\$ 13,932.00	
30'-45'		64		192	32	288	\$ 84.00	\$ 24,192.00	
45+		2				2	\$ 84.00	\$ 168.00	

King Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)				
1'-15'		14		52	84	150	\$ 44.00	\$ 6,600.00	
15'-30'		54	12	116	44	226	\$ 44.00	\$ 9,944.00	
30'-45'		2	6			8	\$ 44.00	\$ 352.00	
45+						0	\$ 44.00	\$ -	

Windmill Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)				
1'-15'	92	8	7			107	\$ 44.00	\$ 4,708.00	
15'-30'		1				1	\$ 44.00	\$ 44.00	
30'-45'						0	\$ 44.00	\$ -	
45+						0	\$ 44.00	\$ -	

Date Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)				
1'-15'		14	4			18	\$ 174.00	\$ 3,132.00	
15'-30'		50	26			76	\$ 174.00	\$ 13,224.00	
30'-45'		18			4	22	\$ 254.00	\$ 5,588.00	
45+						0	\$ 375.00	\$ -	

King Palm Fumigation and Fertilization Services		Downtown BID: (1 location)	North BID: (1 location)			
Treat King Palm for						
Banana Moth. Canopy drench with Transtect WP insecticide.		120	30	150	\$ 124.00	\$ 18,600.00
Baseline insecticide, and Pentra-Bark adjuvant.						
Take soil samples as needed, and treat as many as required with liquid and/or granular.		120	30	150	\$ 44.00	\$ 6,600.00
Fertilizer per PCA recommendation to improve health and aesthetics.						
	,	,	GRAND TOTALS	5400		\$ 570,485.00

Description of Work	Cost	Unit of Measure
Palm Skimming		
Fan Palm (Washingtonia spp.) per linear foot	\$34	Per linear foot
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	\$44	Per linear foot
Tree Removal of Truck (Stumps shall be ground to a depth of twenty-four (24) inches		
Tree & Stump removal per dia. Inch 0 - twenty-four (24) inches dbh	\$58	Per inch

Tree & Stump removal per dia. Inch over twenty-five (25) inches dbh	\$58	Per inch
Stump grinding per (trunk) stump diameter inch at grade	\$24	Per inch
Planting & GPS at Time of Install -Tree planting includes tree, stakes, ties, and labor		
Fifteen (15) gallon tree	\$250	Per tree
Twenty-four (24) inch box tree	\$450	Per tree
Thirty-six (36) inch box tree	\$1,400	Per tree
Forty-eight (48) inch box tree	\$2,400	Per tree
Sixty (60) inch box tree	\$5,000	Per tree
Seventy-two (72) inch box tree	\$7,500	Per tree
Tree Water		
Watering young trees, includes water truck and operator	\$105	Per hour
Root Pruning		
Per foot of roots pruned	\$44	Per linear foot
Root Barrier Installation		
Per foot of root barrier installed	\$44	Per linear foot
General Labor Rates for Work Not Already Specified		
Three (3) man crew with equipment	\$315	Per hour, per three (3) man crew
Daily Crew & Equipment Rate		
Boom truck per eight (8) hours a day to include a chip body, low	\$840	Per day

Decibel chipper, One (1) Senior Tree Trimmer, One (1) Trimmer, & One (1) Grounds person	\$315	Per hour, per three (3) man crew
Specialty Equipment Hourly Rate		(c) man crew
Crane	\$254	Per hour
Ninety-five (95) foot aerial tower	\$174	Per hour
Loader or Bobcat	\$124	Per hour
Emergency Services - Emergency response services		
During normal business hours (Monday - Friday, 7:00 AM - 4:00 PM	\$129	Per man hour
After hours, weekends, and/or holidays	\$159	Per man hour
General Arborists Services		
Written Arborist Reports	\$174	Per hour
Airspade Services	\$14	Per hour
Fumigation Services	\$174	Per hour
Fertilization Services	\$174	Per hour
Level 1, 2, and 3 Risk Assessments	\$174	Per hour
Soil Testing / Soil Enhancements	\$174	Per hour
GPS Tree Inventory		
Cost per tree site collected, including vacant sites	\$4.00	Per tree
Trunk Injected Recommended Material		
Trunk injection (Fungicide) per diameter inch - Description : Trunk injected with recommended material	\$8	Per inch

Trunk injection (Insecticide & Fungicide Combo) per diameter inch	\$8	Per inch
Description : Combination of one-time truck to two		
Avermectin Class insecticide injection per diameter inch - Description : Recommended trunk injection of Emamectin Benzoate active ingredient	\$8	Per inch

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

- 1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Exhibit is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
- 4. Pursuant to Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

- 7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
- 8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:
 - "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- 11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required

to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

-3-

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Libby Bretthauer, Acting Finance Director Julie Bondarchuk, Financial Controller Emy-Rose Hanna, Budget & Financial Analyst

SUBJECT:

Conduct a Public Hearing for Consideration of Adopting a Resolution Regarding the Citywide User Fee Schedule and Cost Allocation Plan (Unbudgeted) (Acting Finance Director Bretthauer).

(Estimated Time: 45 Min.)

A) CONDUCT PUBLIC HEARING

B) ADOPT RESOLUTION NO. 25-0020

RECOMMENDATION:

Staff recommends that the City Council conduct a public hearing to consider adopting resolution No. 25-0020 regarding the Comprehensive User Fee Schedule and Cost Allocation Plan.

FISCAL IMPLICATIONS:

Results of the Cost Allocation Plan ("CAP") and User Fee Study ("UFS") show the City will achieve an estimated \$1,502,284 in additional revenue annually by adopting the new fees. It is important to note that the proposed fees represent the costs for services that are discretionary on the part of the user. If the City does not fully recover its costs for these services, the General Fund will subsidize the activity, which reduces the General Fund's ability to finance activities that support the entire community, such as ongoing operations and long-term capital improvements.

Furthermore, the purpose of the Cost Allocation Plan (CAP) and the User Fee Study (UFS) is to determine the true cost of providing various City services including the indirect costs attributable to enterprise and other chargeable funds. By identifying the true cost of services and adjusting user fees annually, the City will minimize General Fund subsidies.

File Number: 25-0055

BACKGROUND:

In February 2020, the City adopted its last comprehensive cost allocation plan and user fee study, which identified costs associated with providing each non-tax-supported service, and assigned the fully burdened rate (i.e. direct labor costs and indirect costs) of each City position involved in delivery of those services.

It is best practice to periodically update the Cost Allocation Plan to ensure that the City identifies all costs associated with providing services, including overhead and indirect costs attributable to enterprise and other chargeable funds. Over the past five years, the cost of service has increased due to increases in salaries, benefits, staffing changes and other operational costs. The current fees charged by the City have increased incrementally based on the known MOU salary rate increases for each employee class, however, the fees have not been adjusted to account for operational changes that have occurred within the last five years. For example, services such as planning and building permits have evolved in the last five years and are now processed through an online permitting system. This operational change has led to significant efficiencies in how permits are processed, along with the time and personnel involved with the services.

In May 2024, City staff initiated a new study and contracted with Willdan Financial Services ("Willdan") with the goals of re-evaluating existing fees for services, updating the fee schedule to reflect current practices, accounting for the true cost of providing City services, and incorporating current overhead rates and indirect cost rates that can be used for federal grant reimbursement.

Over the last year, the City has been actively working with the consultants to complete the study, which involved extensive participation from Finance, Community Development, Public Works, Police, Fire, City Clerk's Office, and Parks and Recreation Departments. Staff made extensive efforts to (1) generate a comprehensive fee schedule and (2) ensure the user fees fully capture all staff time and other costs required to provide the services. Having workflow processes now documented within the permitting system also allowed for a more accurate reflection of the true costs for providing these services compared to previous studies.

On March 31, 2025, both Willdan and staff presented the preliminary results of the Cost Allocation Plan and User Fee Study to the Finance Subcommittee and received feedback on the presentation along with direction to include the annual quantities/ occurrences of the fees within the Proposed Fee Schedule.

DISCUSSION:

As financial stewards of the City, one of the main priorities of the Finance Department is to ensure the cost recovery of services through fees and charges. To achieve this, staff have conducted a Cost Allocation Plan (CAP) and User Fee Study (UFS) every four to five years to ensure our fees are aligned with cost of service. This process entails two (2) phases as follows:

Phase 1: Completion of the Cost Allocation Plan (CAP)

The purpose of the CAP is to ensure that the City identifies all costs associated with providing services, including overhead and indirect costs attributable to enterprise and other chargeable funds. Over the past few years, the cost of services has increased due to

File Number: 25-0055

escalating operational costs for labor, contract and professional services, materials, etc. Although City User Fees have increased every year in conjunction with labor group MOU increases, the CAP allocations adopted in 2020 have remained unchanged. Consequently, trueing up the allocations to the appropriate funds will result in significant increases to some Enterprise Funds, as depicted in <u>TABLE 1: Results of the Cost Allocation Plan (100% Cost Recovery Model)</u> as found within Exhibit A - Summary Tables for Staff Report attachment.

Based on feedback from the January 16, 2025, Finance Subcommittee Meeting, staff received direction to present a 100% cost recovery model to fully recover General Fund overhead costs utilized by enterprise funds.

As depicted in <u>TABLE 1 within Exhibit A</u>, charging the CAP based on a 100% cost recovery model would reimburse the General Fund approximately \$1,316,864 for indirect overhead costs, however, this may also lead to budgetary challenges in other funds, particularly in the Water Fund. Water and sewer rate studies are warranted to determine the best path forward to ensure fund revenues meet operational costs and infrastructure needs long-term.

Furthermore, the Cost Allocation Plan is developed by spreading costs from central support service departments, to the other departments, divisions, cost centers, and funds that receive services in support of their daily operations. This practice allows the City to better understand the full cost of providing specific services to the community and generates organizational awareness of the indirect (overhead) costs associated with operations.

Additional considerations factored into the Cost Allocation Plan include the review of "fully burdened hourly rates" for each position which encompasses not just the employee's salary and benefits, but also includes a proportionate share of operating expenses, and overhead involved in the delivery of service. The fully burdened hourly rates shown on page 26 of the User Fee Study show the Department Overhead and Indirect Overhead percentages that were developed through the CAP. This causes the hourly rates to vary across departments and positions as certain "admin" positions and central service departments will have minimal to no indirect overhead whereas external service departments and non-admin employees will have a greater level of indirect overhead. Once the appropriate overhead is apportioned across all positions, the final "fully burdened hourly rates" are used to determine the proposed fees associated with each service as described in the next phase.

Phase 2: Completion of the User Fee Study (UFS)

Developing the comprehensive list of fees in the User Fee Study required extensive involvement from various Departments/Divisions including 1) Finance, 2) Parks and Recreation, 3) Management Services - City Clerk, 4) Police, 5) Fire, 6) Public Works and 7) Community Development - Traffic Engineering, Planning and Building Divisions.

Each Department/Division contributed to the Study by completing detailed worksheets that evaluate the time, staff positions and fully burdened hourly rates involved with each service on the fee schedule. In any case where a particular service was not identified on the fee schedule, department staff proposed a new fee to enable cost recovery for that service.

Additionally, the User Fee Study observed various factors that affected the fees as follows:

Increased fees were generally caused by the results of the comprehensive review of

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- all personnel and external costs involved in providing a service. A thorough review of established workflows and service delivery allowed staff and Willdan to identify missed costs that were not captured in the last Study completed in 2020.
- <u>Decreased fees</u> were caused by efficiencies identified where services require less time to complete and caused by changes in personnel providing the services.
- New fees were identified by staff through the User Fee Study, in which the services had no previous cost recovery mechanism and were otherwise fully subsidized by the City. Considering user fees are discretionary on the part of the user, it is customary to introduce new fees to offset the City cost in delivering those discretionary services.
- <u>Deleted fees</u> were identified by staff through the User Fee Study by evaluating fees that are no longer applicable or otherwise obsolete.
- <u>Fees with no change</u> were also identified as fees that had no change in methodology or are fees set by state statue/law, are market driven, are deposit based, or previously set to recover "actual costs" in which the method remains the same.

Fee Changes by Department/Program are described below and further illustrated in <u>TABLE</u> <u>2: Summary of Changes by Department</u>, as found within Exhibit A - Summary Tables for Staff Report attachment.

- 1. <u>Finance Fees</u> include a mixture of return check fees, business and dog license related fees, parking permit fees, and long-term and sidewalk dining permit fees. The Study resulted in an increase to 5 fees, decrease to 1 fee and 11 fees remaining as-is.
- 2. <u>Parks and Recreation Fees Non-program / Activity Related</u> include services related to banner installation, special events, and film permits. The Study resulted in an increase to 6 fees and 1 fee being eliminated.
- 3. <u>Management Services City Clerk Fees</u> include services related to reproduction services, regulated fees, or fees not otherwise recommended to be changed. The Study resulted with all eight fees remaining as-is.
- 4. <u>Citywide Fees</u> include the Finance penalty for late payment, the technology fee, and a new fee for administrative citation appeals.
- 5. <u>Police Fees</u> include a variety of event type permits, parking violation penalties, animal services, alarm permit fees and technical support fees. The Study resulted in an increase to 18 fees, decrease to one fee, five fees remaining as-is and two fees eliminated.
- 6. <u>Fire Fees</u> include a variety of fire inspection/permit fees, ambulance transport fees and the fire technology fee. The Study resulted in an increase to five fees, decrease to 29 fees, addition of 14 new fees and seven fees remaining as-is.
- 7. Public Works Fees include a mixture of barricade rental fees, tree removal permits, utility related charges and civil engineering services. The Study resulted in an increase to 13 fees, decrease to four fees, addition of two new fees, six fees remaining as-is and eight fees eliminated (three of which are the Online Bid and Proposal Fees which are no longer applicable and other fees that were duplicative).
- 8. <u>Community Development Traffic Engineering Fees</u> include parking related request services and appeal fees. The Study resulted in an increase to four fees, decrease to two fees, addition of one new fees and four fees remaining as-is.
- 9. <u>Community Development Planning Fees</u> include a variety of planning review, development related services and appeal fees. The Study resulted in an increase to

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- 63 fees, decrease to 23 fees, addition of 33 new fees, nine fees remaining as-is, and three fees eliminated.
- 10. <u>Community Development Building Fees</u> include a variety of building permit, inspection, plan check and development related services. The Study resulted in an increase to 90 fees, decrease to 27 fees, addition of 28 new fees, 10 fees remaining as-is and eight fees eliminated.

Overall, the Study observed 437 Citywide user fees across 10 Departments/Divisions.

Comparative Analysis of Other City Fees

In assessing the customer impact of the fee changes, Willdan completed a comparison of other city fees to our proposed fees. The survey included the cities of Beverly Hills, Torrance, Redondo Beach, Newport Beach and Santa Monica. The results of the comparison are included in attached as *Comparative Analysis of Other City Fees*. This Analysis shows that the fees vary drastically across other municipalities as each city has their own set of operations and procedures in their service delivery that are unique to their city. For example, the City's <u>Planning Variance suggested fee</u> of \$7,113 is on the lower end compared to the other cities of Beverly Hills (\$26,763), Torrance (\$12,258), and Santa Monica (\$19,764.12), yet is higher than the cities of Redondo Beach (\$3,200) and Newport Beach (\$5,791). Additionally, the fees assessed by other cities may not reflect an apples to apples comparison as each city may have different cost recovery methods (i.e. valuation based building permit fees v. square-footage based building permits fees).

Policy Considerations

The goal of the User Fee Study is to achieve the highest level of cost recovery possible. In certain situations, subsidization is an effective public policy tool to 1) encourage participation, 2) ensure compliance when cost is prohibitive to residents, and 3) promote access to services.

During this User Fee Study, staff evaluated several fees that were limited by State law or otherwise previously set by City Council. Staff suggests revisiting and resetting the fees previously set by City Council due to the increased cost (and subsidy) in providing the service, as illustrated in <u>TABLE 3: Fees Previously Set by City Council</u>, as found within Exhibit A - Summary Tables for Staff Report attachment.

Cost Recovery Realized through Study

Based on estimates from the User Fee Study, adjusting citywide user fees would allow the City to realize an estimated \$1,502,284 annually that would have otherwise been subsidized by the City (see <u>TABLE 4: Cost Recovery Results from Proposed User Fees</u>, as found within Exhibit A - Summary Tables for Staff Report). It is important to note that existing fee activity and revenues were used to project the estimated revenues illustrated in *TABLE 4*, however, these estimates do not include any new proposed fee revenue as those quantities and prior history do not exist.

Next Steps

If adopted, the new Citywide and building-related fees could go into effect on July 1, 2025. In accordance with Resolution No. 25-0020, the user fees will set to increase or decrease on

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July 1st in the years going forward based on any salary increase/decreases per the future Memoranda of Understanding with City Employee bargaining groups. This annual adjustment will apply to all fees with the exception of fees set by law or by Council Policy.

PUBLIC OUTREACH:

The preliminary results of the Cost Allocation Plan and User Fee Study were presented at a public meeting of the Manhattan Beach Finance Subcommittee held at City Hall on March 31, 2025.

On April 1, 2025, the City notified the Building Industry Association of Southern California (BIASC), The Gas Company, and Southern California Edison (SCE) of its intent to modify user fees in accordance with California Government Code Section 66016.

Email notification was sent on April 10, 2025, to the Community Development Department email list that includes several hundred contractors and other important stakeholders.

Additionally, the public hearing for April 15, 2025 was properly noticed in the April 3, 2025, legal notices section of The Beach Reporter. Related documents were posted on the City website on April 4, 2025, and made available at City Hall for in-person review.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines because it consists of an administrative activity of government that will not result in direct or indirect physical changes in the environment. Therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

- 1. Resolution No. 25-0020
- 2. Exhibit A Summary Tables for Staff Report
- 3. Comparative Analysis of Other City Fees
- 4. Proposed Comprehensive Fee Schedule
- 5. Report on User Fee Study
- 6. Report on Cost Allocation Plan
- 7. PowerPoint Presentation

RESOLUTION NO. 25-0020

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL ESTABLISHING NEW FEES AND CHARGES FOR GOODS, SERVICES AND FACILITIES PROVIDED BY THE CITY OF MANHATTAN BEACH AND AMENDING AND RESTATING THE CITY'S COMPREHENSIVE FEE SCHEDULE

THE MANHATTAN BEACH CITY COUNCIL DOES HEREBY DECLARE, FIND, DETERMINE AND ORDER AS FOLLOWS:

<u>SECTION 1</u>. The City of Manhattan Beach ("City") is empowered to impose reasonable fees, rates, and charges for municipal services. California Government Code Section 66000 et seq. authorizes the City to adopt fees for municipal services, provided such fees do not exceed the cost to the City for providing the services. Periodically, the City Council determines that fees, rates, and charges should cover the costs reasonably borne or a substantial portion of the actual costs of the goods and services provided by the City.

SECTION 2. The City has conducted an extensive analysis of its services, the costs reasonably borne by the City in providing its services, the beneficiaries of such services, and the revenues produced by those paying fees and charges for such services. The City retained an independent consultant, Willdan Financial Services ("Willdan"), to conduct the analysis of the City's services and related costs. Willdan collected data from City personnel as part of that analysis. City departments have reviewed the fee schedule and made certain recommendations to ensure the full cost of services are identified and fully recovered when possible. Willdan completed a Full Cost Allocation Plan dated April 2025 and a Comprehensive User Fee Study dated April 2025 (collectively "Studies"). The Studies are on file with the City Finance Department and are incorporated by this reference. The Studies set forth a mechanism to ensure that fees adopted by the City do not exceed the reasonable estimated cost for providing the services for which the fees are charged.

SECTION 3. The adoption of this Resolution approves and sets forth a procedure for increasing reasonable costs, fines and penalties for the purpose of meeting increased operating expenses of City departments and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21080 et seq.) pursuant to Public Resources Code Section 21080(b)(8)(A).

SECTION 4. After conducting a duly noticed public hearing on April 15, 2025, and satisfying all applicable provisions of California Government Code Sections 66016 and 66018, the City Council hereby determines that the fees, rates, and charges should cover the costs reasonably borne or a substantial portion of the actual costs of the goods and services provided by the City and that

certain fees, rates, and charges identified on the Proposed Comprehensive Fee Schedule ("Fee Schedule") attached hereto as Attachment A and incorporated by this reference, do not fully recover the actual costs under the existing fee schedules.

SECTION 5. Based upon the foregoing, the City Council hereby establishes, adjusts and increases the fees, rates, and charges for the items identified in the Fee Schedule. The City Council hereby finds that, where applicable, the fees, rates and charges will not exceed the cost of providing the service to which such fees apply. The fees adopted hereunder are based upon the actual cost to the City of providing the service or facility for which the fee is charged. Calculation of the fees is based upon the Studies conducted by Willdan.

<u>SECTION 6</u>. The State of California requires cities to charge stateestablished fees, rates, and charges, which are paid to the State. The City Council hereby directs the City Clerk to incorporate such State-imposed fees, rates and charges into the Fee Schedule, and every year hereafter.

<u>SECTION 7</u>. The restatement in the attached Fee Schedule of existing rates and amounts for previously imposed fees, and charges is for the purpose of administrative convenience and is not intended, and shall not be construed, as the imposition, extension, or increase of any such fee, or charge.

SECTION 8. The City Manager, or his/her designee, shall have the authority to interpret the provisions of this Resolution and the attached Fee Schedule for purposes of resolving ambiguities. The City Manager shall have the authority to authorize and require reasonable compensation for the temporary use of City property or receipt of City services not otherwise provided for in this Resolution or other applicable resolutions or ordinances. Such compensation shall be based upon the City's fully burdened hourly rates or costs as described in the Studies.

<u>SECTION 9</u>. Any increase or decrease in the fees listed on the Fee Schedule shall take effect July 1, 2025, including those related to Community Development services. Fees will subsequently increase or decrease on July 1st, annually, based on salary increase/decreases per current Memoranda of Understanding with City Employee bargaining groups for all fees not set by law.

<u>SECTION 10</u>. The City Clerk shall certify to the passage and adoption of this Resolution.

AYES: NOES: ABSENT: ABSTAIN:	
	AMY THOMAS HOWORTH Mayor
ATTEST:	
LIZA TAMURA	

ADOPTED on April 15, 2025.

City Clerk

EXHIBIT A SUMMARY TABLES FOR STAFF REPORT

TABLE 1: Results of the Cost Allocation Plan (100% Cost Recovery Model)

Fund Name	FY 2020 CAP	FY 2025 CAP	Increase
Water Fund	\$ 1,350,258	\$2,348,499	\$998,241
Stormwater Fund	194,717	282,280	\$87,563
Sewer Fund	672,273	692,513	\$20,240
Parking Fund	534,001	610,228	\$76,227
County Parking Lots Fund	37,358	82,801	\$45,443
State Pier and Parking Lot Fund	44,175	133,325	\$89,150
TOTAL	\$2,832,782	\$4,149,646	\$1,316,864

TABLE 2: Summary of Changes by Department

	Number of Fees					
Department / Fee Group	Increasing	Decreasing	New	Not Changing	Eliminating	TOTAL (excluding Eliminated)
Finance	5	1	0	11	0	17
Parks and Recreation	6	0	0	5	1	11
MS - City Clerk	0	0	0	8	0	8
Citywide Fees	1	0	1	1	0	3
Police	18	1	0	5	2	24
Fire	5	29	14	7	0	55
Public Works	13	4	2	6	8	25
CD - Traffic Engineering	4	2	1	2	0	9
CD - Planning	63	23	33	9	3	128
CD - Building*	90	27	28	10	8	155
Total	205	87	79	64	22	435

^{*}Combination Fee table would be set at full cost recovery

TABLE 3: Fees Previously Set by City Council

Category	Description	Current Fee	Full Cost Recovery					
POLICE								
Block Party Permit	Review an application for a block party.	\$50.00	\$209.00					
COMMUNITY DEVELOPMEN	IT - TRAFFIC ENGINEERING							
Parking Request	Administrative Review of a parking-related issue, such as a request for a red zone or disabled parking space.	\$100.00	\$674.00					
Traffic Request	Administrative Review of a limited scale traffic-related issue, such as a request for installation of a crosswalk or traffic calming measure.	\$100.00	\$701.00					
Stop Sign Request (2nd Request)	Processing a request to install a stop sign following initial denial / approval.	\$500.00	\$2,783.00					
COMMUNITY DEVELOPMEN	T - PLANNING							
Appeal to CC - Administrative Decision	Appeal of an administrative decision to the City Council	\$500.00	\$3,983.00					
Appeal to CC - PC Decision	Appeal of a Planning Commission decision to the City Council	\$500.00	\$2,925.00					
Appeal to CC - PPIC Decision	Appeal of a traffic-related or encroachment- related decision of the Parking and Public Improvement Commission to the City Council	\$500.00	\$1,772.00					
	Appeal of an administrative decision to the Planning Commission	\$500.00	\$4,055.00					
COMMUNITY DEVELOPMENT – BUILDING								
	Residential (State Maximum is \$450)	\$100.00	\$450.00					
Solar Permit Plan Check and Inspection	Commercial up to 50 kw (State Maximum is \$450)	\$100.00	\$1,000.00					
mopodion	Commercial 51-250 kw (State Maximum is \$450)	\$100.00	\$1,000.00					

TABLE 4: Cost Recovery Results from Proposed User Fees

	FY 24/25			FY 24/25	Current
	Budgeted	Indirect		Budgeted	Cost
Department/Division	Cost	Overhead	Total Cost	Revenue	Recovery
MS - City Clerk	999,445	-	999,445	5,000	1%
Citywide Fees	NA	NA	768,339	459,551	60%
CD - Building	3,647,153	1,250,941	4,898,094	4,622,868	94%
CD - Planning	1,844,250	632,561	2,476,811	593,805	24%
CD - Traffic Engineering	490,570	168,261	658,831	70,000	11%
Fire	700,894	404,195	1,105,089	403,386	37%
Parks & Recreation	7,275,018	3,853,601	11,128,619	4,718,407	42%
Police	26,953,913	16,040,664	42,994,577	2,827,250	7%
Public Works	8,782,509	2,245,118	11,027,627	975,700	9%
TOTAL	50,693,752	24,595,341	76,057,432	14,675,967	19%

Projected	Updated
Revenue	Cost
Change*	Recovery
-	1%
308,788	100%
275,226	100%
517,636	45%
188,626	39%
(125,484)	25%
6,397	42%
35,636	7%
295,459	12%
1,502,284	21%

Based on results from the User Fee Study, adjusting the citywide user fees would allow the City to realize an estimated \$1,502,284 in additional user fee revenue recovered annually that would have otherwise been subsidized by the City.

^{*}The above table does not include revenue effects of new fees as participation is unknown.

City of Manhattan Beach



Comprehensive Fee Schedule

FINAL DRAFT APRIL 2025



FINANCE

Row	0-4	Description.	Current Fee/Charge	Nata
#	Category Return Check & Insufficient Funds	Description Re-processing of checks or other payments due to insufficient funds.	ree/Charge	Notes Set by
1	Fee - First Check	[California Civil Code Section 1719]	\$25.00	Statute
	Return Check & Insufficient Funds	Re-processing of checks or other payments due to insufficient funds.	4	Set by
2	Fee - Subsequent Check	[California Civil Code Section 1719]	\$35.00	Statute
3	Business License Identification Decal	Issue a decal when a business license requires the use of a vehicle on request.	\$5.00	
4	Custom License Listing Request - Existing	Providing a unique listing of customized business and animal licensing information.	\$42.00	
5	Custom License Listing Request - New	Providing a unique listing of customized business and animal licensing information.		
6	Business License Application / Renewal Fee	Recovers cost of business license tax renewal software.	\$17.00	Resolution No. 25-0001 & Ordinance No. 25-0001. Fee is adjusted annually by CPI every January 1 of each year.
7	Dog Licenses-Spayed / Neutered	Licensing of animals within the City Limits. - 50% discount for seniors 62+ with income under \$10,000. - No Charge for handicapped, disabled or seeing eye dogs.		
8	Dog Licenses-All Others			
9	Dog Licenses-Duplicate Tag	- Late Penalty of 20% per month not to exceed 100%.	\$4.00	
10	Oversized Vehicle Permit - Resident	Annual parking permit for residents to park oversized vehicle on street. Fee established per Resolution No. 24-0035.	\$65.00	
11	Oversized Vehicle Permit - Guest	72 hour parking permit for guests of a resident to park oversized vehicle on street. Fee established per Resolution No. 24-0035.	\$45.00	
12	6 Month Parking Permit	A limited number of permits are available to merchants commercially licensed in the Downtown and North-End Business Districts: -Lower Level Metlox - Lot M -10th Street and Bayview Drive - Lot 1 -12th Street and Bayview Drive - Lot 2 -Highland Avenue and Rosecrans Avenue - Lot 4 Individual permits may be purchased every 6 months and are available through a waitlist.	\$160/\$100 Permits cost \$160.00 each or can be purchased at \$100.00 each if buying in bulk of 5 permits or more	Based on Market Rate. Adjusted fee to be set by proposed resolution at April 15, 2025 Public Hearing

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
NA	NA	\$25.00	\$0	0%	6
NA	NA	\$35.00	\$0	0%	0
\$5.18	3%	\$5.00	\$0	0%	1200
\$28.76	3%	\$28.00	-\$14	-33%	0
\$28.76	3%	\$28.00	\$1	4%	12
\$17.00	0%	\$17.00	\$0	0%	4500
\$23.00	0%	\$23.00	\$0	0%	1575
NA	NA	\$51.00	\$0	0%	118
\$4.60	13%	\$4.00	\$0	0%	N/A
NA	NA	\$65.00	\$0	0%	46
NA	NA	\$45.00	\$0	0%	2
NA	NA	\$250.00	\$90	56%	1600

FINANCE

Row			Current	
#	Category	Description	Fee/Charge	Notes
	Monthly Parking Permit	Monthly Lower Level Metlox Parking Lot Parking Permit (Lot M). Permits are available on a first come first served basis each month beginning on the 25th, or first working day following, for the upcoming calendar month for the Lower Level of the Metlox Parking Structure (12th Street and Morningside Drive; 10-hour parking). Individual permits may be purchased one month at a time and are available on a first come first serve basis.	\$27.00	Based on Market Rate. Adjusted fee to be set by proposed resolution at April 15, 2025 Public Hearing
114	Mira Costa Residential Parking Permit	The Mira Costa Residential Override permit program was created to reduce Mira Costa student parking in adjacent residential neighborhoods during the school year. Residential override hangtags are available to applicants who reside in the Mira Costa area on a qualified street posted with restricted parking. Permits cost \$15.00 for the first hangtag and \$5.00 each for up to two (2) additional permits.	\$15.00 / \$5.00	
115	Downtown Residential Parking Permit	The Downtown Residential Override permit program was created to reduce non-resident parking in downtown residential neighborhoods. Residential override hangtags are available to applicants who reside in the approved Downtown area on a qualified street posted with restricted parking. Permits cost \$15.00 for the first hangtag and \$5.00 each for up to two (2) additional permits.	\$15.00 / \$5.00	
116	Long-term commercial use encroachment permits	The City assesses a fee per square foot of the public right of way pursuant to MBMC 7.36.170.	\$3.00	Market Driven. Fee assessed per square foot
117	Sidewalk dining encroachment permits	The City assesses a fee per square foot of the public right of way per MBMC 7.36.160.	\$3.00	Market Driven. Fee assessed per square foot

	Subsidy	Suggested	Net		Annual
Full Cost	%	Fee	Change	% Change	Quantity
NA	NA	\$65.00	\$38	141%	1140
NA	NA	\$15.00 / \$5.00	\$0	0%	132
NA	NA	\$15.00 / \$5.00	\$0	0%	213
NA	NA	\$4.00	\$1	33%	10758 sq. ft. assessed
NA	NA	\$4.00	\$1	33%	13273 sq. ft. assessed

PARKS AND RECREATION FEES (NON-PROGRAM / ACTIVITY RELATED)

Row#	Category	Description	Current Fee/Charge	Notes	Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
18	Banner Installation	Hanging a banner across the public right-of-way at the request of a private party.	\$349.00		\$388.68	0%	\$388.00	\$39	11%	20
19	Special Events Application - Pass-through (only City access no support)	Processing a request for a special event within the City.	\$692.00		\$842.47	0%	\$842.00	\$150	22%	3
20	Special Events Application - Repeat or Legacy (with no major changes)	Processing a request for a special event within the City.	\$1,026.00		\$1,793.16	0%	\$1,793.00	\$767	75%	2
121	Special Events Application - New (or with major changes)	Processing a request for a special event within the City.	\$1,495.00		\$3,142.83	0%	\$3,142.00	\$1,647	110%	5
22	Film Permits - Application - Motion Picture	Review an application for a motion picture, which takes place in the City.	\$550.00		\$987.49	0%	\$987.00	\$437	79%	25
23	Film Permits - Application - Still Photography	Review an application for still photography, which takes place in the City.	\$218.00		\$372.49	0%	\$372.00	\$154	71%	12
24		Major Impact Motion Picture (Per Day) - City Use Fee Per Day (Impacts are based on cast and crew)	\$2,500.00	Market Driven	NA	NA	\$2,500.00	\$0	0%	5
25	Film Permits Reference: LA Film Office 30 mile zone	Minor Impact Motion Picture (Per Day) - City Use Fee Per Day (Impacts are based on cast and crew)	\$1,500.00	Market Driven	NA	NA	\$1,500.00	\$0	0%	30
26	fee schedule	Major Impact Still Photography (Per Day) - City Use Fee Per Day (Impacts are based on cast and crew)	\$500.00	Market Driven	NA	NA	\$500.00	\$0	0%	5
27		Minor Impact Still Photography (Per Day) - City Use Fee Per Day (Impacts are based on cast and crew)	\$300.00	Market Driven	NA	NA	\$300.00	\$0	0%	5
28	Recreation Classes	Classes offered and run through the Parks and Recreation Department	Varies	Market Driven	NA	NA	Varies	\$0	0%	1500+

MANAGEMENT SERVICES - CITY CLERK

Row#	Category	Description	Current Fee/Charge	Notes
29	Initiative Petition Processing	A formal notice of intent to circulate an initiative petition for a municipal measure. [California Election Code Section - 9202(b)]	\$200.00	Set by Statute
30	Candidate Processing	Process a candidate for office in the City not to exceed \$25. [California Election Code Section - 10228]	\$0.00	Set by Statute
31	Candidate Statement - Bi-Annual (10 or less)	Process a candidate statement for publication electronically or in voter guide per California Election Code Section 13307.	Actual Cost	Set by Statute
32	Reproduction Service - Regular Copies	Making a copy of a City document upon request. [Per City Resolution 6302]	\$0.10	
33	Reproduction Service - Election Documents	Making a copy of a City election documents upon request. [Per City Resolution 6302]	\$0.10	
34	Archive Retrieval	Based upon request, retrieve an archived document per box pickup, delivery, and re-file in storage. Direct cost to cover contractor costs	Actual Cost	
35	Copy Service	Making a copy of an audiotape, CD, DVD, or PDF file.	\$8.00	
36	Lobbyist Registration	Process registration for lobbyist.	\$30.00	

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
NA	NA	\$200.00	\$0	0%	0
NA	NA	\$0.00	\$0	0%	7
NA	NA	Actual Cost	\$0	0%	6
NA	NA	\$0.10	\$0	0%	0
NA	NA	\$0.10	\$0	0%	0
NA	NA	Actual Cost	\$0	0%	0
NA	NA	\$8.00	\$0	0%	0
NA	NA	\$30.00	\$0	0%	2

CITYWIDE FEES

Row#	Category	Description	Current Fee/Charge	Notes	Full Cost	Subsidy %	Suggested Fee	Net Change	-	Annual Quantity
37	Finance Penalty	Pursuant to Resolution No. 5726, City invoices are subject to a 5% Late Penalty if not paid within 30 days of the invoice date.	5%		NA	NA	5%	\$0	0%	NA
38	Administrative Citation Appeal Fee	In addition to the actual citation fine, appellants must deposit a fee of \$500 in connection with filing an appeal of an administrative citation issued by Code Enforcement or Police Department. Following determination of appeal, remaining actual costs billed based on fully burdened hourly rates of staff involved in appeal process.	New	Deposit, plus actual costs	NA	NA	\$500.00 Deposit, plus Actual Costs	NA	NA	30 - PD Citations & 0 - Code Citations
39	Technology Fee	Cost recovery for technology costs related to online permitting system utilized by Planning, Building, Traffic Engineering, Fire, Police, Public Works, Finance, and Parks & Recreation. Technology costs inlcude staff time for ongoing maintenance and upkeep of online permitting system. Costs also include content management (imaging of plans and files submitted by applicants), on premise storage and backup of data, annual maintenance/subscription/licensing fees, server hardware, cloud storage service, disaster recovery service, and future system replacement costs.	3% of		13%	NA	13% on applicable fees	10%	333%	3,500 annual volume of transactions subject to Technology Fee

POLICE

Row #	Category	Description	Current Fee/Charge	Notes
40	Amplified Sound Permit	Reviewing a Request to use amplified sound in a non-commercial area.	\$196.00	Notes
41	Retail Firearm Permit - New	Review of a request to sell firearms within the City	\$1,013.00	
42	Retail Firearm Permit - Renewal	Renewal of a request to sell firearms within the City.	\$259.00	
43	Block Party Permit	Review an application for a block party.	\$50.00	Previously set by Council policy
44	Weapons Discharge Permit	Review an application for a weapons discharge permit within the City.	\$637.00	
	PARKING			
45	Impound Vehicle Release - Lot Release (at tow-yard)	Collection and release of vehicles impounded by the City.	\$146.00	
46	Impound Vehicle Release - Field Release (on-street)	Collection and field release of vehicles impounded by the City.	\$58.00	
47	Vehicle Inspection / Correction	Inspect vehicle and sign-off citation for correctable violation.	\$29.00	
48	Boot Removal	Installation and removal of a parking boot, due to non-payment of 5 or more parking citations.	\$194.00	
49	Handicap Violation Waiver Admin Fee	Processing of repeated handicap violation waivers for citations issued to individuals with a handicapped placard. No charge for the first waiver.	\$33.00	
	ANIMAL SERVICES			
50	Animal Relinquishment - Dead	Pick up of dead animals for relinquishment on request.	\$125.00	
51	Animal Relinquishment - Live Animal	Pick up of live animals for relinquishment on request.	\$250.00	

	Subsidy	Suggested	Net	%	Annual
Full Cost	%	Fee	Change	Change	Quantity
\$201.81	0%	\$201.00	\$5	3%	36
\$1,398.23	0%	\$1,398.00	\$385	38%	0
\$286.64	0%	\$286.00	\$27	10%	1
\$209.19	0%	\$209.00	\$159	318%	24
\$815.75	0%	\$815.00	\$178	28%	1
\$209.16	0%	\$209.00	\$63	43%	633
\$138.61	0%	\$138.00	\$80	138%	17
\$34.65	2%	\$34.00	\$5	17%	30
\$286.86	0%	\$286.00	\$92	47%	0
\$37.79	2%	\$37.00	\$4	12%	0
\$138.61	0%	\$138.00	\$13	10%	14
\$277.21	0%	\$277.00	\$27	11%	1
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POLICE - COMMUNITY AFFAIRS

Row#	Category	Description	Current Fee/Charge
52	Alarm System Permit -	Registration of new property alarms within the	\$61.00
	New	ew City.	
53	Alarm System Permit -	Annual renewal of Alarm System Permits already	\$30.00
	Renewal	registered within the City.	750.00
		As-needed class providing education and best	
54	Alarm School	practices for alarm system users who have had	\$96.00
34	Alaim School	"false alarm" incidents. Completion forgives one	390.00
		invoice per year	

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
NA	NA	\$61.00	\$0	0%	230
NA	NA	\$30.00	\$0	0%	2907
NA	NA	\$96.00	\$0	0%	22

POLICE - TECHNICAL SUPPORT

Row #	Category	Description	Current Fee/Charge	Unit
55	Fingerprint Card / Live Scan	Fingerprint a person on a card or process a live scan fingerprint. This is the City's charge in addition to any DOJ fees.	\$25.00	
56	Digital Reproduction - Audio	Providing a Police audio recording upon request.	\$101.00	
57	Digital Reproduction - Video	Providing a police video recording upon request.	\$225.00	
58	Police Record Clearance Letter	Research and prepare clearance letter for individuals requesting the service.	\$60.00	
59	Police Photos - Film & Digital (per Photo / Page)	Providing copies of police photographs on request.	\$6.00	Per Photo / Page
60	Police Photos - Film & Digital (Per CD)	Providing copies of police photographs on a CD upon request.	\$13.00	Per CD
61	Data Research and Release	Research and compilation of data in police records upon request.	\$126.00	
62	Special Business - DOJ Check	Processing an individual who is involved in the operation of certain special businesses, which involves checking that individual against the DOJ's records.	\$1,236.00	
63	Police Reports	Producing a copy of a police report upon request. [Per City Resolution 6302]	\$0.10	Per Page

	Subsidy	Suggested	Net	%	Annual
Full Cost	%	Fee	Change	Change	Quantity
\$27.81	3%	\$27.00	\$2	8%	395
\$192.65	0%	\$192.00	\$91	90%	100
\$357.24	0%	\$357.00	\$132	59%	100
\$70.30	0%	\$70.00	\$10	17%	7
\$6.95	14%	\$6.00	\$0	0%	50
\$7.88	11%	\$7.00	-\$6	-46%	50
\$138.95	1%	\$138.00	\$12	10%	10
\$1,252.08	0%	\$1,252.00	\$16	1%	1
NA	NA	\$0.10	\$0	0%	2428

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Row			Current		
#	Category	Description	Fee/Charge	Unit	Notes
	Fire Code Annual Permits / State N	Mandated Fire Inspections			
	Business				_
64	0-499 SF	Review, inspect and issue an	\$232.00		
65	500-999 SF	annual permit based on the	\$232.00		
66	1,000-1,499 SF	business operation as defined by	\$232.00		
67	1,500-1,999 SF	the California Fire Code, Section	\$232.00		
68	2,000-9,999 SF	105.6, and occupancy	\$349.00		
69	10,000+ SF	classifications as determined by	\$465.00		
70	Complex Building	the California State Fire Marshal	Actual Cost		
	Multi-Family Units				
71	3-10 units	Review, inspect and issue an annual permit based on the	\$232.00		
72	11-20 units	business operation as defined by the California Fire Code, Section	\$349.00		
73	20+ units	105.6, and occupancy	\$465.00		
74	High Rise	classifications as determined by the California State Fire Marshal	\$813.00		
75	Soundstage	Issue a fire code permit for a soundstage involving a major review and inspection. (Per Soundstage) [Current fees collected through agreement.]	\$6,667.00		Set by Agreement
76	Fire, Temporary Permit - Minor Event	Review, inspect, and issue a permit for an event that will have one or more operational permits as defined by the California Fire Code, Section 105.6	\$290.00		
77	Fire, Temporary Permit - Major Event	Review, inspect and issue a permit for an event that consumes the time and resources of the fire department, based on the judgement of the Fire Marshal	\$560.00		

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
\$83.58	1%	\$83.00	-\$149	-64%	
\$125.38	0%	\$125.00	-\$107	-46%	
\$167.17	0%	\$167.00	-\$65	-28%	
\$208.96	0%	\$208.00	-\$24	-10%	40
\$376.13	0%	\$376.00	\$27	8%	
\$459.71	0%	\$459.00	-\$6	-1%	
NA	NA	Actual Cost	\$0	0%	
\$167.17	0%	\$167.00	-\$65	-28%	
\$250.75	0%	\$250.00	-\$99	-28%	266
\$334.33	0%	\$334.00	-\$131	-28%	200
\$835.83	0%	\$835.00	\$22	3%	
NA	NA	\$6,667.00	\$0	0%	80
\$318.63	0%	\$318.00	\$28	10%	10
\$470.09	0%	\$470.00	-\$90	-16%	8

Row #	Category	Description	Current Fee/Charge	Unit	Notes
78	Fire, Temporary Permit - One Time Permit	Review, inspect and issue a permit for an individual operation under the California Fire Code, Section 105.6 with specific start and end times	\$290.00		
79	Fire, Temporary Permit - City Staff support Costs at Fully Burdened Rate/hour	A temporary permit may require a Fire Safety Officer to stand by during the course of the permit, as determined by the Fire Marshal. Staffing by the Fire Department for a major event	Actual Cost		
80	Fire Re-Inspection	Reinspection of an Annual Business Inspection or Temporary Permit **Per hour	\$232.00		3rd Reinspection
	Fire Annual Business Inspection				
81	0-499 SF	Providing an annual fire and life safety inspection of a business with the City.	\$220.00		
82	500-999 SF	Providing an annual fire and life safety inspection of a business with the City.	\$220.00		
83	1,000 - 2,999 SF	Providing an annual fire and life safety inspection of a business with the City.	\$335.00		
84	3,000 - 10,000 SF	Providing an annual fire and life safety inspection of a business with the City.	\$335.00		
85	10,000+ SF	Providing an annual fire and life safety inspection of a business with the City.	\$451.00		
86	Complex Building	Providing an annual fire and life safety inspection of a business with the City.	Actual Cost		

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
\$318.63	0%	\$318.00	\$28	10%	100
NA	NA	Actual Cost	\$0	0%	10
\$167.17	0%	\$167.00	-\$65	-28%	100
\$83.58	1%	\$83.00	-\$137	-62%	
\$125.38	0%	\$125.00	-\$95	-43%	
\$167.17	0%	\$167.00	-\$168	-50%	1200
\$250.75	0%	\$250.00	-\$85	-25%	1200
\$292.54	0%	\$292.00	-\$159	-35%	
NA	NA	Actual Cost	\$0	0%	

Row			Current		
#	Category	Description	Fee/Charge	Unit	Notes
87	Fire Residential Sprinkler - Plan Check	Review a plan and inspect a residential fire sprinkler system for conformity with fire code requirements.	\$491.00		
88	Fire Residential Sprinkler - Inspection	Fire Residential Sprinkler Inspection as required for new construction.	\$315.00		
	Fire Commercial Sprinkler				
89	Plan Check	Review a plan for a commercial fire sprinkler system for conformity with fire code requirements.	\$491.00		
	Inspection:				
90	1-50 heads	Inspect a commercial fire sprinkler system for conformity with fire code requirements.	\$373.00		
91	51-100 heads	Inspect a commercial fire sprinkler system for conformity with fire code requirements.	\$605.00		
92	101+ heads	Inspect a commercial fire sprinkler system for conformity with fire code requirements.	\$838.00		
93	Highrise	Inspect a commercial fire sprinkler system for conformity with fire code requirements.	New		
	Fire Alarm System		•		
94	Plan Check	Review a plan for a fire alarm system for conformity with fire code requirements.	\$491.00		
95	Plan Check - Water Flow	Water Flow Monitoring	New		

	Subsidy		Net	%	Annual
Full Cost	%	Suggested Fee	Change	Change	Quantity
\$302.92	0%	\$302.00	-\$189	-38%	122
\$250.75	0%	\$250.00	-\$65	-21%	
\$454.39	0%	\$454.00	-\$37	-8%	383
\$250.75	0%	\$250.00	-\$123	-33%	
\$501.50	0%	\$501.00	-\$104	-17%	611
\$668.67	0%	\$668.00	-\$170	-20%	1011
\$1,337.33	0%	\$1,337.00	NA	NA	
\$454.39	0%	\$454.00	-\$37	-8%	N/A
\$302.92	0%	\$302.00	NA	NA	N/A

Row			Current		
#	Category	Description	Fee/Charge	Unit	Notes
	Inspection:				
96	0-2,000 SF	Inspect a fire alarm system for conformity with fire code requirements.	\$315.00		
97	2,000-10,000 SF	Inspect a fire alarm system for conformity with fire code requirements.	\$431.00		
98	10,000+ SF	Inspect a fire alarm system for conformity with fire code requirements.	\$663.00		
99	Highrise	Inspect a fire alarm system for conformity with fire code requirements.	New		
	Inspection:	Water Flow Monitoring			
100	Inspection - Water Flow (All Size)	Water Flow Inspection	New		
101	Fire Protection System - Plan Check	Review a plan for a fire protection system for conformity with fire code requirements, including items such as Hood / Suppression, Medical Gas System, Underground Fire Service Line, Above Ground Storage Tank, Private Fire Hydrant, CO2 systems, Fire Pump, etc.	\$513.00		
102	Fire Protection System - Inspection	Inspect a fire protection system for conformity with fire code requirements, including items such as Hood / Suppression, Medical Gas System, Underground Fire Service Line, Above Ground Storage Tank, Private Fire Hydrant, CO2 systems, Fire Pump, etc.	\$547.00		

	Subsidy		Net	%	Annual
Full Cost	%	Suggested Fee	Change	Change	Quantity
\$250.75	0%	\$250.00	-\$65	-21%	N/A
\$334.33	0%	\$334.00	-\$97	-23%	N/A
\$501.50	0%	\$501.00	-\$162	-24%	N/A
\$1,337.33	0%	\$1,337.00	NA	NA	N/A
\$208.96	0%	\$208.00	NA	NA	N/A
\$454.39	0%	\$454.00	-\$59	-12%	N/A
\$208.96	0%	\$208.00	-\$339	-62%	N/A

Row	Catalana	Barania i i a	Current	11	Nata
#	Category	Description	Fee/Charge	Unit	Notes
103	Fire Solar System - Variance Review	Review of solar system for variance from fire code. Variance may not be granted. Cost applies regardless of outcome	\$140.00	Per review request	
104	Fire Expedited Review	Request to process plan check in an expedited manner (includes 2 rechecks).	\$696.00	Per request	
105	Fire Revision	Revision after a permit has been issued.	Actual Cost	Revision - per revision	
106	Ambulance Transport - ALS	Ambulance transport with advanced life support. [Per Resolution 6262]	Current LA County Rate	Set by Resolution	
107	Ambulance Transport - BLS	Ambulance transport with basic life support. [Per Resolution 6262]	Current LA County Rate	Set by Resolution	(Service provided by McCormick Ambulance)
108	Fire Technology Fee	Cost recovery for technology related to fire inspection and permitting system	5%	% of Fire Permits	
109	Apparatus - Engine	Cost recovery for fire engine apparatus. Based on Fully Burdended Hourly Rates including Department and Indirect Overhead.	New	per hour	
110	Apparatus - Rescue Ambulance	Cost recovery for rescue ambulance. Based on Fully Burdended Hourly Rates including Department and Indirect Overhead.	New	per hour	
111	Apparatus - Division Chief	Cost recovery for use of Division Chief time. Based on Fully Burdended Hourly Rates including Department and Indirect Overhead.	New	per hour	

	Subsidy		Net	%	Annual
Full Cost	%	Suggested Fee	Change	Change	Quantity
\$302.92	0%	\$302.00	\$162	116%	10
\$605.85	0%	\$605.00	-\$91	-13%	10
NA	NA	Actual Cost	\$0	0%	N/A
NA	NA	Current LA County Rate	\$0	0%	745
NA	NA	Current LA County Rate	\$0	0%	735
3%	0%	3%	-2%	-39%	383
\$776.63	0%	\$776.00	NA	NA	1-2x
\$438.54	0%	\$438.00	NA	NA	1-2x
\$418.23	0%	\$418.00	NA	NA	1-2x

Row			Current		
#	Category	Description	Fee/Charge	Unit	Notes
		Cost recovery for use of Deputy			
		Fire Chief time. Based on Fully			
112	Apparatus - Deputy Fire Chief	Burdended Hourly Rates including	New	per hour	
		Department and Indirect			
		Overhead.			
		Cost recovery for use of Fire Chief			
		time. Based on Fully Burdended			
113	Apparatus - Fire Chief	Hourly Rates including	New	per hour	
		Department and Indirect			
		Overhead.			
114	Hazmat Storage/Usage	Review and Inspection	New	per hour	
115	Non-Compliance / Post Response	Inspection	New	per hour	
116	After/Before Hours/Call Out	Inspector	New	per hour	
117	After/Before Hours/Call Out	Senior Inspector	New	per hour	
118	After/Before Hours/Call Out	Fire Marshal	New	per hour	

	Subsidy		Net	%	Annual
Full Cost	%	Suggested Fee	Change	Change	Quantity
\$335.97	0%	\$335.00	NA	NA	1-2x
\$393.79	0%	\$393.00	NA	NA	1-2x
\$470.09	0%	\$470.00	NA	NA	NA
\$167.17	0%	\$167.00	NA	NA	35
\$334.33	0%	\$334.00	NA	NA	5
\$392.66	0%	\$392.00	NA	NA	5
\$605.85	0%	\$605.00	NA	NA	5

PUBLIC WORKS

Row #	Category	Description	Current Fee/Charge	Notes
	ADMINISTRATIVE			
119	Barricade Rental - Block Party Package	Assist residents with the daily rental of barricades without and with flasher, 8ft. In length, delineators, 18 inch cones and temporary no parking cardboard signs for block parties. This permit includes two 8' Street Closure Barricades.	\$43.00	
120	Barricade Rental - Moving Package - Standard	Assist residents with the daily rental of delineators, 18 inch cones and temporary no parking cardboard signs for moving purposes.	\$45.00	
121	Barricade Rental - Moving Package - Deluxe	*Includes the price of the delineators and signs.	\$56.00	
	TREES			
122	Removal in Public Right-of-Way		\$100.00	
123	Tree Trimming Permit - In Public ROW		\$150.00	
	UTILITIES			
124	Temporary Water Meter Rental - Installation and Removal	Install and remove temporary 3" fire hydrant meter at a construction site. **Deposit for meter and backflow device \$2700.	\$254.00	\$1764 3" meter, \$902.25 Backflow *plus tax
125	Temporary Water Meter Rental - Move		\$152.00	
126	Water Meter Test - 5/8' - 1" meter	Field or bench calibration of a water meter upon a request by a resident or business. **Charges are refundable if meter is running fast.	\$371.00	
127	Water Meter Test - 1.5"+ meter	Field or bench calibration of a water meter upon a request by a resident or business. **Charges are refundable if meter is running fast.	\$456.00	
128	Water Service Turn-On - Afterhours, weekends, or holidays	Turning on water service after water service has been turned off to a residence or business for contractor to work on water system or for non-payment of water bill. ***Finance collects this fee via billing.	\$370.00	

	Subsidy		Net	%	Annual
Full Cost	%	Suggested Fee	Change	Change	Quantity
Tun cost	70	эаррежей гес	change	change	Quartity
\$331.98	0%	\$331.00	\$288	670%	24
\$84.80	1%	\$84.00	\$39	87%	73
\$157.62	0%	\$157.00	\$101	180%	16
NA	NA	\$100.00	\$0	0%	25
\$696.78	0%	\$696.00	\$546	364%	25
\$288.58	0%	\$288.00	\$34	13%	15
\$125.26	0%	\$125.00	-\$27	-18%	10
\$393.24	0%	\$393.00	\$22	6%	4
\$453.24	0%	\$453.00	-\$3	-1%	3
\$375.77	0%	\$375.00	\$5	1%	30

PUBLIC WORKS

			Current	
Row #	Category	Description	Fee/Charge	Notes
129	Water Service Turn-On - Monday - Thursday 8:00 am - 4:30 pm	Turning on water service after water service has been turned off to a residence or business for contractor to work on water system or for non-payment of water bill. ***Finance collects this fee via billing. ***5% Penalty on unpaid water bills (per Resolution 5726).	\$162.00	
130	F.O.G. & Restaurant Accreditation Inspections - Initial Inspection	Annual inspection of kitchen equipment/fixtures and Best Management Practices for compliance with stormwater and wastewater regulation compliance.	\$195.00	
131	F.O.G. & Restaurant Accreditation Inspections - Follow-up Inspection	Reinspection upon violation of initial FOG inspection of kitchen equipment/fixtures and Best Management Practices for compliance with stormwater and wastewater regulation compliance.	\$140.00	
132	Restaurant Accreditation Inspection for Stormwater Permit Compliance	Annual inspection of kitchen equipment / fixtures and best management practices for compliance with stormwater regulation compliance. **Plus additional County Fees	\$225.00	
133	Waste Management Plan	Review & processing of the plan and weight tickets for demolition or construction projects per the Cal Green Code	\$293.00	
134	Fire Flow Test	Flow and pressure test for Fire Sprinkler permit and for construction projects	New	
135	Pressure Check	Pressure Check required for construction projects	New	
	Water Meter & Sewer Connection	New or Remodeled structures requiring new or upgrad reconnecting sewer laterals.	ed water meter,	and/or new or
136	Water Meter & Sewer Connection	APPLICATION FEE	\$105.00	
137	Water Meter & Sewer Connection	INSPECTION Less than 3" Meter (Pre & Post Inspections)	\$44.00	
138	Water Meter & Sewer Connection	INSPECTION 3" Meter and greater (Pre & Post Inspections)	Actual Cost	
139	Water Meter Box	Cost Recovery for necessary personnel plus any actual expenses related to Water Meter Box	\$65 plus materials cost	RESO. 5726
140	Meter Lid Replacement	Cost Recovery for necessary personnel plus any actual expenses for Meter Lit Replacement	\$10 plus materials cost	RESO. 5726

Full Cost	%	Suggested Fee	Change	Change	Quantity
\$219.94	0%	\$219.00	\$57	35%	90
\$343.24	0%	\$343.00	\$148	76%	76
\$218.91	0%	\$218.00	\$78	56%	20
NA	NA	\$225.00	\$0	0%	60
\$139.77	1%	\$139.00	-\$154	-53%	330
\$458.95	0%	\$458.00	NA	NA	36
\$165.99	1%	\$165.00	NA	NA	48
\$131.66	1%	\$131.00	\$26	25%	185
\$205.50	0%	\$205.00	\$161	366%	185
\$173.21	0%	\$173.00	NA	NA	5
NA	NA	\$65 plus materials cost	\$0	0%	131
NA	NA	\$10 plus materials cost	\$0	0%	131

Net %

Annual

Subsidy

PUBLIC WORKS

Row#	Category	Description	Current Fee/Charge
	CIVIL ENGINEERING		
141	New / Relocate Utility Pole - Standard	Review a request for a new or relocated utility pole.	\$2,508.00
142	New / Relocate Utility Pole - PPIC Review	Review a request for a new or relocated utility pole requiring PPIC review.	\$3,157.00
143	Low Impact Development (formerly Commercial SUSMP Review)	Review of a commercial stormwater mitigation plan for compliance with national and local stormwater standards.	\$915.00

	Subsidy	Suggested	Net	%	Annual
Full Cost	%	Fee	Change	Change	Quantity
\$584.89	0%	\$584.00	-\$1,924	-77%	0
\$3,789.16	0%	\$3,789.00	\$632	20%	0
\$915.00	0%	\$915.00	\$0	0%	5

COMMUNITY DEVELOPMENT - TRAFFIC ENGINEERING

Row#	Category	Description	Current Fee/Charge	Unit	Notes
	TRAFFIC ENGINEERING DIVISION				
144	Reserved Parking	Reserve parking per vehicle or moving van permit.	\$82.00	Per Parking Space	
145	Parking Request	Administrative Review of a parking-related issue, such as a request for a red zone or disabled parking space.	\$100.00		Previously set by Council Policy
146	Traffic Request	Administrative Review of a limited scale traffic-related issue, such as a request for installation of a crosswalk or traffic calming measure.	\$100.00		Previously set by Council Policy
147	Stop Sign Request (2nd Request)	Processing a request to install a stop sign following initial denial / approval.	\$500.00		Previously set by Council Policy
148	Construction Management and	Supplemental traffic and parking review of remodels or minor projects.	\$109.00	Per Location	
149	Parking Plan Review Fee	Supplemental traffic and parking review for major projects.	New		
150	Oversize Permit	Individual	16.00		Set by State (Cal Trans)
151		Annual	90.00		Set by State (Cal Trans)
152		Extend	27.00		

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
	,	00			,
\$78.13	0%	\$78.00	-\$4	-5%	1
\$674.92	0%	\$674.00	\$574	574%	235
\$701.99	0%	\$701.00	\$601	601%	NA
\$2,783.79	0%	\$2,783.00	\$2,283	457%	NA
\$56.25	0%	\$56.00	-\$53	-49%	NA
\$2,225.59	0%	\$2,225.00	NA	NA	NA
\$100.01	84%	\$16.00	\$0	0%	19
\$100.01	10%	\$90.00	\$0	0%	NA
\$56.25	0%	\$56.00	\$29	107%	NA

Row #	Cottonia	Description.	Commont Foo / Domosit	N
#	POLICY DOCUMENTS	Description	Current Fee/Deposit	Notes
153	Development Agreement/Development Agreement Amendment	Request by applicant to enter into or amend a development agreement	\$20,000.00	Deposit (Initial Deposit \$20,000)
154	General Plan Amendment	Request by applicant to amend the General Plan	\$20,000.00	Deposit (Initial Deposit \$20,000)
155	Neighborhood Conservation Overlay District	Request by applicant to create or amend a Neighborhood Overlay District	New	Deposit (Initial Deposit \$20,000)
156	Specific Plan/Specific Plan Amendment	Request by applicant to create a new Specific Plan or amend an existing Specific Plan	\$20,000.00	Deposit (Initial Deposit \$20,000)
157	Zoning/LCP Text or Map Amendment	Request by applicant to amend the Zoning Code or map, or LCP text	\$20,000.00	Deposit (Initial Deposit \$20,000)
	AMENDMENTS			
158	Master Use Permit Amendment	Application to amend a master use permit	\$7,876.00	
159	Master Use Permit - Minor Amendment	Amendment to a master use permits to modify conditions and/or allow new uses (with limited site or building modifications)	New	
160	Planned Development Plan Amendment	Application to amend an existing Planned Development Plan	New	
161	Use Permit- Amendment	Application to amend a use permit	\$7,876.00	
162	Use Permit - Minor Amendment	Application to amend a use permit to modify conditions and/or allow a change of use (with limited site or building modifications)	New	
	APPEALS			
163	Appeal to CC - Administrative Decision	Appeal of an administrative decision to the City Council	\$500.00	Previously set by Council Policy
164	Appeal to CC - PC Decision	Appeal of a Planning Commission decision to the City Council	\$500.00	Previously set by Council Policy
165	Appeal to CC - PPIC Decision	Appeal of a traffic-related or encroachment-related decision of the Parking and Public Improvement Commission to the City Council	\$500.00	Previously set by Council Policy

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Annual Quantity
NA	NA	Cost Recovery (Initial Deposit \$20,000)	\$0	0%	N/A
NA	NA	Cost Recovery (Initial Deposit \$20,000)	\$0	0%	N/A
NA	NA	Cost Recovery (Initial Deposit \$20,000)	NA	NA	N/A
NA	NA	Cost Recovery (Initial Deposit \$20,000)	\$0	0%	N/A
NA	NA	Cost Recovery (Initial Deposit \$20,000)	\$0	0%	N/A
\$9,465.57	0%	\$9,465.00	\$1,589	20%	N/A
\$5,681.36	0%	\$5,681.00	NA	NA	N/A
\$9,465.57	0%	\$9,465.00	NA	NA	N/A
\$8,868.03	0%	\$8,868.00	\$992	13%	N/A
\$5,528.65	0%	\$5,528.00	NA	NA	N/A
\$3,983.34	0%	\$3,983.00	\$3,483	697%	0
\$2,925.69	0%	\$2,925.00	\$2,425	485%	1
\$1,772.71	0%	\$1,772.00	\$1,272	254%	0

Row #	Category	Description	Current Fee/Deposit	Notes
166	Appeal to PC - Administrative Decision	Appeal of an administrative decision to the Planning Commission	\$500.00	Previously set by Council Policy
167	Appeal to PPIC - Administrative Decision	Appeal of an administrative decision to the Parking and Public Improvement Commission	New	
168	Appeal of Decision on Wireless Facility in the Public Right-of- Way	Appeal of the Public Works Director's decision on a new or modification to a small cell wireless facility and/or an eligibility facilities request in the public ROW (Wireless Encroachment Permit) to a third-party Hearing Officer	Hearing Officer Rate	
	COASTAL			
169	Coastal Development Permit - No Public Hearing	Application for a Coastal Development Permit for a project that does not require a public hearing	\$1,607.00	
170	Coastal Development Permit - with Public Hearing	Additional fee for a Coastal Development Permit for if a public hearing requested	New	
171	Coastal Development Permit- Public Hearing w/ Another Discretionary Application	Application for a Coastal Development Permit when processed concurrently with another entitlement application which requires a public hearing	\$2,070.00	
172	Coastal Development Permit- Transfer	Transfer of ownership of a Coastal Development Permit	\$167.00	
	ENCROACHMENT PERMIT			
173	Encroachment Permit w/ City Council Hearing	Application for a non-residential encroachment in the public right of way (unless exempt pursuant to Section 7.36.170)	New	
174	Encroachment Permit - ROW Development	Application for a permanent encroachment in the public right-of-way	\$1,904.00	
175	Encroachment Permit - ROW Development adjacent to construction project	Application for a permanent encroachment in the public right-of-way when associated with major construction project on adjacent property	New	
176	Encroachment Permit- Minor Revision	Application for a revision or minor changes to permanent private encroachment	\$822.00	
177	Encroachment Permit- Transfer	Preparation of new encroachment agreement for new property owner	New	
178	Temporary Encroachment Permit - Sidewalk Dining	Application to allow sidewalk dining in the public right- of-way	\$204.00	
179	Temporary Encroachment Permit - Sidewalk Dining Annual Renewal	Annual review of sidewalk dining permit renewal	New	

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Annual Quantity
\$4,055.02	0%	\$4,055.00	\$3,555	711%	0
\$2,373.25	0%	\$2,373.00	NA	NA	0
\$3,714.02	0%	\$3,714, plus Hearing officer rate	\$3,714	NS	1
\$4,472.82	0%	\$4,472.00	\$2,865	178%	
\$3,215.02	0%	\$3,215.00	NA	NA	
\$1,436.06	0%	\$1,436.00	-\$634	-31%	-37
\$642.55	0%	\$642.00	\$475	284%	
\$4,138.37	0%	\$4,138.00	NA	NA	NA
\$2,004.16	0%	\$2,004.00	\$100	5%	
\$343.41	0%	\$343.00	NA	NA	26
\$1,698.04	0%	\$1,698.00	\$876	107%	1
\$248.09	0%	\$248.00	NA	NA	7
\$601.60	0%	\$601.00	\$397	195%	13
\$136.72	1%	\$136.00	NA	NA	NA

Row #	Category	Description	Current Fee/Deposit	Notes
	ENVIRONMENTAL REVIEW			
180	Environmental Assessment and Notice of Exemption	Initial review of Environmental Assessment form to determine if a project is exempt from CEQA review, and preparation of Notice of Exemption if applicable	\$215.00	
181	Initial Study	Preparation of Initial Study to determine type of environmental document required (Negative Declaration, Mitigated Negative Declaration, EIR, addendum, etc.)	New	Deposit (Initial deposit \$40,000)
182	Categorical Exemption requiring Technical Studies	CEQA review process for projects potentially qualifying for categorical exemptions if supported by technical studies (Ex: Class 32 exemption)	New	Deposit (Initial deposit \$40,000)
183	Negative Declaration/Mitigated Negative Declaration	Preparation of Negative Declaration or Mitigated Negative Declaration	\$3,133 plus deposit/cost recovery	Deposit (Initial deposit \$40,000)
184	Environmental Impact Report	Preparation of Environmental Impact Report	Deposit/cost recovery	Deposit (Initial deposit \$40,000)
185	Addendum to Environmental Impact Report or Negative Declaration/Mitigated Negative Declaration	Preparation of addendum to Environmental Impact Report or Negative Declaration/Mitigated Negative Declaration	New	Deposit (Initial deposit \$40,000)
	ENTERTAINMENT PERMITS			
186	Entertainment Permit- Class I	Application for Class I Entertainment Permit for recurring entertainment incidental to a business or for which admission is being charged	\$641.00	
187	Entertainment Permit- Class I Renewal	Annual review of Class I Entertainment permit renewal	\$445.00	
188	Entertainment Permit- Class II	Application for a Class II Entertainment Permit for a one- time entertainment event incidental to a business or for which admission is being charged	\$699.00	
	HISTORIC PRESERVATION			
189	Certificate of Appropriateness - Administrative	Application for a Certificate of Appropriateness reviewed by City staff	\$2,302.00	
190	Certificate of Appropriateness - Planning Commission	Application for a Certificate of Appropriateness reviewed by the Planning Commission	\$9,200.00	
191	Conservation District Designation	Application to create a conservation district	\$1,000.00	Previously set by Council Policy
192	Economic Hardship Exception	Planning Commission review of a request for an Economic Hardship Exception	\$0.00	Previously set by Council Policy

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Annual Quantity
\$629.60	0%	\$629.00	\$414	193%	NA
Actual Cost	0%	Cost Recovery (Staff Time and Consultant Contract) (Initial deposit \$40,000)	NA	NA	NA
Actual Cost	0%	Cost Recovery (Staff Time and Consultant Contract) (Initial deposit \$40,000)	NA	NA	NA
Actual Cost	0%	Cost Recovery (Staff Time and Consultant Contract) (Initial deposit \$40,000)	NA	NA	NA
Actual Cost	0%	Cost Recovery (Staff Time and Consultant Contract) (Initial deposit \$40,000)	NA	NA	NA
Actual Cost	0%	Cost Recovery (Staff Time and Consultant Contract) (Initial deposit \$40,000)	NA	NA	NA
\$823.91	0%	\$823.00	\$182	28%	12
\$823.91	0%	\$823.00	\$378	85%	NA
\$939.17	0%	\$939.00	\$240	34%	NA
\$1,377.57	0%	\$1,377.00	-\$925	-40%	NA
\$3,737.86	0%	\$3,737.00	-\$5,463	-59%	NA
\$8,935.08	0%	\$8,935.00	\$7,935	794%	NA
\$3,737.86	100%	\$0.00	\$0	0%	NA

Row #	Category	Description	Current Fee/Deposit	Notes
193	Historic Landmark Designation	Application for historic landmark designation	\$1,000.00	Previously set by Council Policy
194	Historic District Designation	Application to create a historic district	\$1,000.00	Previously set by Council Policy
195	Rescission or amendment of Historic Designation	Application to rescind or amend a historic landmark or historic district designation	\$6,755.00	
196	Mills Act Contract	Request to establish and enter into a Mills Act Contract for preservation of historic structure	\$7,927.00	
197	Mills Act Contract - Concurrent with Historic Landmark Designation	Additional fee to establish and enter into a Mills Act Contract when processed concurrently with a Historic Landmark Designation application	New	
198	Mills Act Contract Monitoring	Annual fee for monitoring activities for properties with Mills Act contracts; starts one year after contract is executed, and annually thereafter for the life of the Mills Act contract	New	
	MINOR EXCEPTION & VARIANC	E		
199	Minor Exception	Application for a minor exception from certain provisions of the Manhattan Beach Municipal Code	\$378.00	
200	Variance	Application for a variance from certain provisions of the Manhattan Beach Municipal Code	\$8,985.00	
201	Variance - With Another Discretionary Application	Application for a Variance when processed concurrently with another entitlement application which requires a public hearing	New	
	MISCELLANEOUS PLANNING AP	PLICATIONS AND FEES		
202	Affordable Housing Agreement	Preparation of agreement to restrict rental rates for projects with affordable housing units	New	
203	Alcohol License Public Determination	Request for public determination of convenience and necessity of a proposed alcohol license (if required by ABC)	\$1,003.00	
204	Alcohol / Live Music	Additional fee for development applications with alcohol or live music	\$117.00	
205	Bodywork (Massage) - Owner	Review an application for an owner of bodywork (massage) business for compliance with City codes and standards	\$441.00	
206	Bodywork (Massage) - Change of Location	Review an application to change a business location for a bodywork (massage) operation	\$385.00	
207	Bodywork (Massage) - Other	Review documentation of a bodywork (massage) application which is associated with another special type of business and meets certain criteria	\$214.00	
208	Change Building Address- Major	Application to assign or change addresses for projects with five or more addresses	\$1,017.00	
209	Change Building Address- Minor	Application to change an address or assign new addresses for projects with four or fewer addresses	\$373.00	

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Quantity
\$6,567.03	0%	\$6,567.00	\$5,567	557%	NA
\$8,935.08	0%	\$8,935.00	\$7,935	794%	NA
\$9,806.01	0%	\$9,806.00	\$3,051	45%	NA
\$5,894.80	0%	\$5,894.00	-\$2,033	-26%	NA
\$3,813.41	0%	\$3,813.00	NA	NA	NA
\$851.94	0%	\$851.00	NA	NA	NA
\$1,721.81	0%	\$1,721.00	\$1,343	355%	6
\$7,113.08	0%	\$7,113.00	-\$1,872	-21%	NA
\$1,582.39	0%	\$1,582.00	NA	NA	1
\$1,059.39	0%	\$1,059.00	NA	NA	NA
\$88.41	0%	\$88.00	-\$915	-91%	NA
\$88.19	0%	\$88.00	-\$29	-25%	NA
\$427.45	0%	\$427.00	-\$14	-3%	NA
\$427.45	0%	\$427.00	\$42	11%	NA
\$427.45	0%	\$427.00	\$213	100%	NA
\$804.96	0%	\$804.00	-\$213	-21%	2
\$215.02	0%				40

Row #	Category	Description	Current Fee/Deposit	Notes
210	City Fence Agreement	Application for a non-standard fence which abuts the public right-of-way	\$372.00	
211	Deed restriction/covenant/agreemen t or other document for recordation	Preparation of deed restriction, covenant, or other document for recordation when not related to another application	New	
212	Density Bonus Application	Application for additional residential density, incentives/concessions, and waivers, for a Density Bonus project	New	
213	Preliminary Application (Pursuant to SB 330)	Review of Preliminary Application to determine compliance with applicable provisions of Senate Bill 330	New	
214	Affordable Housing Monitoring	Monitoring of affordable housing units for compliance with requirements in an Affordable Housing Agreement	New	Annual
215	Emergency Shelter	Application to establish an emergency shelter	\$2,747.00	
216	Entitlement Extension - Administrative	Administrative review of a request for an extension of time to implement an approved entitlement	\$350.00	
217	Entitlement Extension - Planning Commission	Planning Commission review of a request for an extension of time to implement an approved entitlement	\$2,468.00	
218	Family Day Care Permit - Large	Application to establish a large family day care home at a residential property (includes inspection of property)	\$1,287.00	
219	Family Day Care Permit - Small	Application to establish a small family day care home at a residential property (includes inspection of property)	\$342.00	
220	Home Occupation Permit	Application for a home occupation permit to establish a business within a residence	\$73.00	
221	Landscape & Irrigation Plan Check / Inspection - large project	Review of landscape and irrigation plans and conduct inspection for single-family residential projects with more than 7,500 sq. ft. landscaped area, multi-family residential, and commercial projects	\$982.00	
222	Landscape & Irrigation Plan Check / Inspection - small project	Review of landscape and irrigation plans and conduct inspection for single-family residential projects with less than 7,500 sq. ft. landscaped area	\$538.00	
223	Outdoor Facilities Permit	Application to allow outdoor dining or outdoor display of merchandise on private property	\$171.00	
224	Outdoor Facilities Permit - Annual Renewal Fee	Annual review of outdoor facility permit renewal	New	
225	Planning Commission Follow- Up Review Fee	Post-entitlement review after a specified period when conditioned as part of the original approval by the Planning Commission or other decision-making body	New	

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Annual Quantity
\$768.37	0%	\$768.00	\$396	106%	NA
\$718.35	0%	\$718.00	NA	NA	NA
\$2,057.05	0%	\$2,057.00	NA	NA	NA
\$2,057.05	0%	\$2,057.00	NA	NA	NA
Actual Cost	100%	Actual Cost	NA	NA	NA
\$8,056.35	100%	\$0.00	-\$2,747	-100%	NA
\$1,005.79	0%	\$1,005.00	\$655	187%	NA
\$3,091.48	0%	\$3,091.00	\$623	25%	2
\$2,046.22	0%	\$2,046.00	\$759	59%	NA
\$1,016.14	0%	\$1,016.00	\$674	197%	NA
\$76.35	0%	\$76.00	\$3	4%	NA
\$397.84	0%	\$397.00	-\$585	-60%	NA
\$267.24	0%	\$267.00	-\$271	-50%	NA
\$1,173.87	0%	\$1,173.00	\$1,002	586%	NA
\$136.72	1%	\$136.00	NA	NA	NA
\$2,675.63	0%	\$2,675.00	NA	NA	NA

Row				
#	Category	Description	Current Fee/Deposit	Notes
226	Public Hearing Continuance Request - At Hearing	Request by an applicant to continue the review of a development application to a future meeting when request is received at the meeting (Planning Commission or City Council)	\$1,572.00	
227	Public Hearing Continuance Request - Prior to Hearing	Request by an applicant to continue the review of a development application to a future meeting when request is received after publication of the agenda but prior to the meeting (Planning Commission or City Council)	\$484.00	
228	Reasonable Accommodation Request	Application for reasonable accommodation for use of a residential unit by disabled persons	\$367.00	
229	Substantial Conformance Review	Formal review of request for minor deviations from approved entitlement	New	
230	Traffic/Parking - Special Review	Additional fee for projects requiring special consideration of traffic and/or parking concerns	\$937.00	
231	Tree Permit- Private Property	Application for the removal/replacement of protected trees, or protection of existing tree(s) during construction process	\$100.00	
232	Tree Permit- Private Property- Trimming	Application for trimming of protected trees	\$150.00	
233	Zoning Business License Review	Review of a business license application for a new business for conformance with zoning requirements	\$73.00	
234	Zoning Code Interpretation	Request for an interpretation of provisions within Title 10 of the Manhattan Beach Municipal Code and issuance of a report with a determination	\$493.00	
235	Zoning Verification Letter	Written report containing zoning regulations for a particular property	\$593.00	
236	Planning Extra Plan Check	Hourly fee for plan checks beyond the standard number established for building permits	\$146.00	
	PLANNED DEVELOPMENT PLAN			
237	Planned Development Plan- Commercial	Application to establish a Commercial Planned Development Plan	\$8,429.00	
238	Planned Development Plan- Residential	Application to establish a Residential Planned Development Plan	\$8,948.00	
239	Planned Development Plan- Senior Citizen Residential	Application to establish a Senior Citizen Residential Planned Development Plan	\$8,948.00	
	PRECISE DEVELOPMENT PLAN A	ND SITE DEVELOPMENT PERMIT		
240	Precise Development Plan - Affordable Housing	Application for a Precise Development Plan for density bonus projects of 6 or more units	\$4,340.00	
241	Site Development Permit	Application for a Site Development Plan for multi-family housing projects of 6 or more units without affordable housing component	\$6,807.00	

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Quantity
\$3,496.60	0%	\$3,496.00	\$1,924	122%	NA
\$3,042.54	0%	\$3,042.00	\$2,558	529%	NA
\$1,682.21	100%	\$0.00	-\$367	-100%	NA
\$2,289.84	0%	\$2,289.00	NA	NA	NA
\$3,230.36	0%	\$3,230.00	\$2,293	245%	NA
\$558.64	0%	\$558.00	\$458	458%	93
\$203.81	0%	\$203.00	\$53	35%	NA
\$76.35	0%	\$76.00	\$3	4%	NA
\$1,106.54	0%	\$1,106.00	\$613	124%	NA
\$688.29	0%	\$688.00	\$95	16%	NA
\$177.00	0%	\$177.00	\$31	21%	NA
\$12,717.94	0%	\$12,717.00	\$4,288	51%	NA
\$12,717.94	0%	\$12,717.00	\$3,769	42%	NA
\$12,717.94	0%	\$12,717.00	\$3,769	42%	NA
\$9,987.88	0%	\$9,987.00	\$5,647	130%	1
\$13,129.47	0%	\$13,129.00	\$6,322	93%	NA

Row #	Category	Description	Current Fee/Deposit	Notes
"	PRELIMINARY PLANNING REVI	·	current rec/ beposit	Notes
242	Preliminary Plan Review - Single-family Residential	Planning Division review of proposed single-family projects for zoning code compliance prior to submittal of building permits	New	
243	Preliminary Plan Review - Small Commercial	Preliminary interdepartmental review of commercial projects up to 3,000 square feet to identify significant development concerns	New	
244	Preliminary Plan Review - Large Commercial	Preliminary interdepartmental review of commercial projects over 3,000 square feet to identify significant development concerns	New	
245	Preliminary Plan Review - Small Multifamily Residential	Preliminary interdepartmental review of multi-family residential projects with 10 or fewer units to identify significant development concerns	New	
246	Preliminary Plan Review - Medium Multifamily Residential	Preliminary interdepartmental review of multi-family residential projects with 11 to 50 units to identify significant development concerns	New	
247	Preliminary Plan Review - Large Multifamily Residential	Preliminary interdepartmental review of multi-family residential projects with 51 or more units to identify significant development concerns	New	
248	Interdepartmental Pre- Submittal Meeting	Interdepartmental meeting to discus proposed project with applicant after Preliminary Plan Review is conducted (if requested)	New	
	PUBLC NOTICE PROCESSING			
249	Mailing Fee - 100' radius	Mailing of public notice to property owners within 100 feet of a subject property	\$184.00	
249 250	Mailing Fee - 100' radius Mailing Fee - 300' radius		\$184.00 \$228.00	
	Mailing Fee - 300' radius Mailing Fee - 500' radius	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500 feet of a subject property		
250	Mailing Fee - 300' radius Mailing Fee - 500' radius Legal Notice Fee	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500	\$228.00	
250 251	Mailing Fee - 300' radius Mailing Fee - 500' radius	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500 feet of a subject property	\$228.00 \$412.00	
250 251 252	Mailing Fee - 300' radius Mailing Fee - 500' radius Legal Notice Fee SIGNS	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500 feet of a subject property Publication of legal notice in newspaper Application for a permanent sign for at a property with	\$228.00 \$412.00 New	
250 251 252 253	Mailing Fee - 300' radius Mailing Fee - 500' radius Legal Notice Fee SIGNS Sign Permit- Single Tenant	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500 feet of a subject property Publication of legal notice in newspaper Application for a permanent sign for at a property with a single tenant Application for a permanent sign at a multi-tenant property Application for a face change of an existing sign	\$228.00 \$412.00 New \$388.00	
250 251 252 253 254	Mailing Fee - 300' radius Mailing Fee - 500' radius Legal Notice Fee SIGNS Sign Permit- Single Tenant Sign Permit- Multi Tenant	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500 feet of a subject property Publication of legal notice in newspaper Application for a permanent sign for at a property with a single tenant Application for a permanent sign at a multi-tenant property	\$228.00 \$412.00 New \$388.00 \$547.00	
250 251 252 253 254 255	Mailing Fee - 300' radius Mailing Fee - 500' radius Legal Notice Fee SIGNS Sign Permit- Single Tenant Sign Permit- Multi Tenant Sign Permit- Face Change	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500 feet of a subject property Publication of legal notice in newspaper Application for a permanent sign for at a property with a single tenant Application for a permanent sign at a multi-tenant property Application for a face change of an existing sign Application to install a temporary sign **Performance	\$228.00 \$412.00 New \$388.00 \$547.00 \$149.00	
250 251 252 253 254 255 256	Mailing Fee - 300' radius Mailing Fee - 500' radius Legal Notice Fee SIGNS Sign Permit- Single Tenant Sign Permit- Multi Tenant Sign Permit- Face Change Sign Permit- Temporary Temporary Sign Permit	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500 feet of a subject property Publication of legal notice in newspaper Application for a permanent sign for at a property with a single tenant Application for a permanent sign at a multi-tenant property Application for a face change of an existing sign Application to install a temporary sign **Performance Bond also required. Additional fee assessed to Sign Permit - Temporary;	\$228.00 \$412.00 New \$388.00 \$547.00 \$149.00 \$266.00	
250 251 252 253 254 255 256	Mailing Fee - 300' radius Mailing Fee - 500' radius Legal Notice Fee SIGNS Sign Permit- Single Tenant Sign Permit- Multi Tenant Sign Permit- Face Change Sign Permit- Temporary Temporary Sign Permit Performance Bond	feet of a subject property Mailing of public notice to property owners within 300 feet of a subject property Mailing of public notice to property owners within 500 feet of a subject property Publication of legal notice in newspaper Application for a permanent sign for at a property with a single tenant Application for a permanent sign at a multi-tenant property Application for a face change of an existing sign Application to install a temporary sign **Performance Bond also required. Additional fee assessed to Sign Permit - Temporary; refunded upon removal of temporary sign Application for a Sign Program for a multi-tenant	\$228.00 \$412.00 New \$388.00 \$547.00 \$149.00 \$266.00 \$300.00	

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Annual Quantity
\$416.12	0%	\$416.00	NA	NA	NA
\$2,250.17	0%	\$2,250.00	NA	NA	NA
\$3,240.14	0%	\$3,240.00	NA	NA	NA
\$2,174.44	0%	\$2,174.00	NA	NA	NA
\$2,718.77	0%	\$2,718.00	NA	NA	NA
\$3,711.42	0%	\$3,711.00	NA	NA	NA
4	0%	\$1,877.00	NA	NA	NA
\$1,877.44	070	41,677.00			
\$1,877.44	0%	\$30.00	-\$154	-84%	NA
\$30.00	0%	\$30.00	-\$154	-84%	NA
\$30.00	0%	\$30.00 \$111.00	-\$154 -\$117	-84% -51%	NA NA
\$30.00 \$111.00 \$237.00	0% 0%	\$30.00 \$111.00 \$237.00	-\$154 -\$117 -\$175	-84% -51% -42%	NA NA NA
\$30.00 \$111.00 \$237.00 \$238.00	0% 0% 0%	\$30.00 \$111.00 \$237.00 \$238.00	-\$154 -\$117 -\$175 NA	-84% -51% -42% NA	NA NA NA
\$30.00 \$111.00 \$237.00 \$238.00 \$967.35	0% 0% 0% 0%	\$30.00 \$111.00 \$237.00 \$238.00 \$967.00	-\$154 -\$117 -\$175 NA \$579	-84% -51% -42% NA	NA NA NA NA
\$30.00 \$111.00 \$237.00 \$238.00 \$967.35 \$1,230.83	0% 0% 0% 0% 0%	\$30.00 \$111.00 \$237.00 \$238.00 \$967.00 \$1,230.00	-\$154 -\$117 -\$175 NA \$579 \$683	-84% -51% -42% NA 149% 125%	NA NA NA NA NA
\$30.00 \$111.00 \$237.00 \$238.00 \$967.35 \$1,230.83 \$455.83	0% 0% 0% 0% 0%	\$30.00 \$111.00 \$237.00 \$238.00 \$967.00 \$1,230.00 \$455.00	-\$154 -\$117 -\$175 NA \$579 \$683 \$306	-84% -51% -42% NA 149% 125%	NA NA NA NA NA NA NA
\$30.00 \$111.00 \$237.00 \$238.00 \$967.35 \$1,230.83 \$455.83 \$170.89	0% 0% 0% 0% 0% 0% 1%	\$30.00 \$111.00 \$237.00 \$238.00 \$967.00 \$1,230.00 \$455.00 \$170.00	-\$154 -\$117 -\$175 NA \$579 \$683 \$306 -\$96	-84% -51% -42% NA 149% 125% 205% -36%	NA NA NA NA NA NA NA NA NA

Row				
#	Category SUBDIVISION APPLICATION (PA	Description PCEL /TRACT MARS)	Current Fee/Deposit	Notes
260	Certificate of Compliance	Review of records in order to determine compliance with the Subdivision Map Act, and preparation of a Certificate of Compliance (if applicable)	\$1,755.00	
261	Final Parcel Map Review	Application for a Final Parcel Map for compliance with conditions of approval and code requirements	\$642.00	
262	Final Tract Map Review	Application for a Final Tract map for compliance with conditions of approval and code requirements	\$921.00	
263	Lot Line Adjustment/Lot Merger (includes Certificates of Compliance)	Application to move property lines resulting in the same or fewer lots (includes issuance of a Certificate of Compliance)	\$1,264.00	
264	SB 9 Fee	Additional fee for review of Tentative Parcel Map or Vesting Tentative Parcel Map for an SB 9 Urban Lot Split	\$572.00	
265	Tentative Parcel Map or Vesting Tentative Parcel Map - Administrative	Application for a Tentative Parcel Map or Vesting Tentative Parcel Map to divide one lot into two lots or to create two condominium units on one lot	\$1,486.00	
266	Tentative Parcel Map or Vesting Tentative Parcel Map - Public Hearing	Application for a Tentative Parcel Map or Vesting Tentative Parcel Map to divide one lot into three or four lots, or to create three or four condominium units on a single lot	\$3,755.00	
267	Tentative Parcel Map or Vesting Tentative Parcel Map - Concurrent with Another Discretionary Application	Application for a Tentative Parcel Map or Vesting Tentative Parcel Map when processed concurrently with another entitlement that requires a public hearing	\$1,382.00	
268	Tentative Tract Map or Vesting Tentative Tract Map	Application for a Tentative Tract Map or Vesting Tentative Tract Map to create more than four lots or condominium units	\$4,326.00	
269	Tentative Tract Map or Vesting Tentative Tract Map - Concurrent with Another Discretionary Application	Application for a Tentative Tract Map or Vesting Tentative Tract Map when processed concurrently with another entitlement that requires a public hearing	\$1,590.00	

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Annual Quantity
	, i				
\$2,153.88	0%	\$2,153.00	\$398	23%	4
\$2,864.45	0%	\$2,864.00	\$2,222	346%	11
\$3,461.75	0%	\$3,461.00	\$2,540	276%	NA
\$2,275.42	0%	\$2,275.00	\$1,011	80%	NA
\$491.55	0%	\$491.00	-\$81	-14%	1
\$4,201.47	0%	\$4,201.00	\$2,715	183%	7
\$8,489.16	0%	\$8,489.00	\$4,734	126%	NA
\$2,036.80	0%	\$2,036.00	\$654	47%	NA
\$10,240.30	0%	\$10,240.00	\$5,914	137%	NA
\$3,476.56	0%	\$3,476.00	\$1,886	119%	NA

COMMUNITY DEVELOPMENT - PLANNING

Row #	Category	Description	Current Fee/Deposit	Notes
	TELECOMMUNICATION PERMIT	•	Same and a special	110103
270	Small Wireless Communication Facility and/or Eligibility Facilities Request in the Public ROW (Wireless Encroachment Permit)	Application to install or modify a small wireless facility and/or an eligibility facility in the public right of way	\$3,160.00	
271	Wireless Communication Facility on Private Property	Application to install or modify a wireless communication facility on private property	\$2,596.00	
272	Wireless Communication Facility on City-Owned Private Property	Application to install or modify to a wireless communication facility on City-owned property not located in the public right of way (requires City Council approval)	\$2,468.00	
273	Wireless Communication Facility - Construction Plan Review	Fee for review of construction plans for wireless communication facility by third-party consultant when a building permit is not required	Actual Cost	
	USE PERMITS			
274	Master Use Permit	Application for a Master Use Permit for land uses conditionally permitted pursuant to Title 10 of the Manhattan Beach Municipal Code	\$11,626.00	
275	Temporary Use Permit	Application for an administrative permit to conduct a temporary event on private property	\$868.00	
276	Temporary Use Permit - Food Trucks	Application for an administrative permit for a temporary event on private property where food truck(s) will be present	\$1,274.00	
277	Temporary Use Permit-New Year's Eve	Application for an eating and drinking establishment to stay open past midnight on New Year's Eve (required for establishments who's use permits requires closing prior to midnight)	\$100.00	
278	Use Permit	Application for a Use Permit for land uses conditionally permitted pursuant to Title 10 of the Manhattan Beach Municipal Code	\$8,948.00	
279	Use Permit- Conversion	Application to convert a Use Permit into a Master Use Permit	\$5,326.00	
280	Use Permit- Minor	Application to establish a new use which requires a Use Permit in an existing building (with minimal site or building modifications) I deposit amount is subject to staff determination, and addition	New	

Full Cost	Subsidy %	Suggested Fee/Deposit	Net Change	% Change	Annual Quantity
\$4,485.71	0%	\$4,485.00	\$1,325	42%	1
\$2,633.29	0%	\$2,633.00	\$37	1%	NA
\$8,060.39	0%	\$8,060.00	\$5,592	227%	NA
NA	NA	Actual Cost	\$0	0%	NA
\$12,856.23	0%	\$12,856.00	\$1,230	11%	14
\$862.19	0%	\$862.00	-\$6	-1%	NA
\$702.63	0%	\$702.00	-\$572	-45%	NA
\$913.13	0%	\$913.00	\$813	813%	NA
\$10,657.21	0%	\$10,657.00	\$1,709	19%	NA
\$8,273.55	0%	\$8,273.00	\$2,947	55%	NA
\$5,716.53	0%	\$5,716.00	NA	NA	NA

^{*}For all fees requiring a deposit, the initial deposit amount is subject to staff determination, and additional fees may be required.

Row#	Category	Description	Additional Information	Current Fee/Charge	Notes	Fee Type
281	BUILDING DIVISION FEES - FLAT AND	MISCELLANEOUS	Annual	New		
282	Bingo Games	Organizations eligible to conduct bingo games	Renewal	New		
283	Building / Trades Permit Extension	Extension of building, mechanical, electrical, or plumbing permit prior to building permit expiration. Fee collected at submittal request	Permit Extension	\$81.00		
284	Building / Trades Permit Reinstatement	Reinstatement of an expired building, mechanical, electrical, or plumbing permit. Fee collected at submittal request [See MBMC 9.01.050]	Permit Reinstatement	\$159.00		
285	Building / Trades Plan Check Extension	Extension of building, mechanical, electrical, or plumbing plan check prior to plan check expiration. Fee collected at submittal request	Plan Check Extension	\$81.00		
286	Building / Trades Plan Check Reinstatement	Reinstatement of expired plan check associated with building, mechanical, electrical, or plumbing permits. Fee collected at submittal request	Plan Check Reinstatement	\$122.00		
287	Building / Trades Extra Plan Check	Plan Checks over the standard number of plan checks (3)	Processing Fee	\$69.00		
288	building / Trades Extra Flair Check	or for non-standard applications. (1-hr minimum)	Hourly Rate	\$173.00		
289	De les estima / E territorio	Request for a reinspection or extra inspection over the	Processing Fee	\$69.00		
290	Re-Inspection / Extra Inspection	standard number of inspections (3) of a building site or for non-standard inspections. (1-hr minimum)	Hourly Rate	\$148.00		
291	Custom Duilding Inspection		Base Fee (4hrs)	\$625.00		
292	Custom Building Inspection	hr min.)	Each Addl. Hour	\$148.00		
293	Construction Operation After Hours	Reviewing an application for construction operation for work done after hours.	Request for Interior Commercial	\$160.00		
294	Application		Request for Exterior Commercial	\$786.00		
295	Building Demolition		Partial	\$665.00		
296	building Demolition	compliance with City Codes.	Full	\$453.00		
297	Moving a Building	Review an application for moving a building within the City.		Actual Cost		
298	Construction Site Sign Production	Processing and production of contractor information	Base Fee	\$34.00		
299	eonstruction site sign i roduction	signs for construction sites.	Per Sign	\$30.00		
300	Building Permit Transfer	Transfer the ownership of a permit.		\$69.00		
301			Per Application	\$313.00		
302	Residential Bldg Records Report	Provide a building records report on an address (valid for 6 months).	Duplicate	\$46.00		
303			Updated	New		
304	Staging Residential	Review request for staging for residential properties.		\$314.00		
305	Temporary Certificate of Occupancy	Review request for a temporary Certificate of Occupancy to allow for occupancy before the final certificate is	Certificate	\$709.00		
306	Temporary Certificate of Occupancy	issued.	Extension	\$322.00		
307	Board of Building Appeals	Processing an appeal of a Building Administrative Decision to the Board of Building Appeals.		\$1,011.00		
308	Comm Dev Refund Processing	Processing a refund of a Community Development fee due to the actions of the applicant.		\$120.00		

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
\$128.18	0%	\$128.00	NA	NA	NA
\$64.09	0%	\$64.00	NA	NA	NA
\$43.75	2%	\$43.00	-\$38	-47%	NA
\$162.77	0%	\$162.00	\$3	2%	NA
\$43.75	2%	\$43.00	-\$38	-47%	NA
\$92.32	0%	\$92.00	-\$30	-25%	NA
\$64.09	0%	\$64.00	-\$5	-7%	NA
\$203.85	0%	\$203.00	\$30	17%	NA
\$42.30	1%	\$42.00	-\$27	-39%	NA
\$160.95	1%	\$160.00	\$12	8%	NA
\$675.84	0%	\$675.00	\$50	8%	NA
\$160.95	1%	\$160.00	\$12	8%	NA
\$200.95	0%	\$200.00	\$40	25%	NA
\$1,032.80	0%	\$1,032.00	\$246	31%	NA
\$1,059.31	0%	\$1,059.00	\$394	59%	5
\$509.72	0%	\$509.00	\$56	12%	74
Actual Cost	0%	Actual Cost	\$0	0%	NA
\$28.48	2%	\$28.00	-\$6	-18%	28
\$30.00	0%	\$30.00	\$0	0%	NA
\$64.09	0%	\$64.00	-\$5	-7%	NA
\$220.35	0%	\$220.00	-\$93	-30%	392
\$46.60	1%	\$46.00	\$0	0%	NA
\$133.48	0%	\$133.00	NA	NA	NA
\$293.96	0%	\$293.00	-\$21	-7%	NA
\$581.46	0%	\$581.00	-\$128	-18%	NA
\$198.63	0%	\$198.00	-\$124	-39%	NA
\$1,354.94	0%	\$1,354.00	\$343	34%	NA
\$126.65	1%	\$126.00	\$6	5%	NA

Row#	Category	Description	Additional Information	Current Fee/Charge	Notes	Fee Type
309	Garage Sale Permit	Review an application for a garage and yard sale permit. The municipal code allows 3 permits per household per year.		\$11.00		
	Building Permits (Combination)	year.				
310	comaning recrimes (comanication)		Up to 500 sq ft	\$884.00		
311	Kitchen / Bathroom Remodel	Review and inspection of residential kitchen / bathroom	501-1,000 sq ft	\$1,180.00		
312	,	remodels	1,000+ sq ft	\$1,475.00		
313			Each addl 500 sq. ft.	\$309.00		
314			Residential Prefabricated	New		
315	New Pool / Spa	Review and inspection of new pool or spa being installed.	Residential	\$1,048.00		
316			Commercial	\$1,526.00		
317	Now Book / Coo with Moult	Barrier, and increasing of new year areas with a world	Residential	\$1,673.00		
318	New Pool / Spa with Vault	Review and inspection of new pool or spa with a vault	Commercial	\$2,185.00		
319	Pool Replaster	Poplactor of existing pool or spa	Residential	New		
320	rooi kepiaster	Replaster of existing pool or spa	Commercial	New		
	Building Permits (Miscellaneous)					
321	Crading Recidential	Review of application associated with reviewing different	51-1,000 CY	\$1,072.00		
322	Grading - Residential	grading categories	1,001-10,000 CY	\$1,333.00		
323			10,001-100,000 CY	\$1,594.00		
324	Candida Carranasial	Review of application associated with reviewing different	0-10,000 CY	New		
325	Grading - Commercial	grading categories	Over 10,001 CY	New		
326			500 sq. ft.	\$1,275.00		
327			1,000 sq. ft.	\$1,740.00		
328	Sharing Blag Shark and Incorposition	Barrian in a sand in an action of abording year viscous and	3,000 sq. ft.	\$1,944.00		
329	Shoring Plan Check and Inspection	Reviewing and inspection of shoring requirements	5,000 sq. ft.	\$2,501.00		
330			5001 - 10,000 sq. ft.	New		
331			Over 10,000 sq. ft.	New		
332			Residential	\$100.00	Previously set by Council Policy	Government Code 66015 - Maximum Fee
333	Solar Permit Plan Check and Inspection	Review and inspect Solar / PV Permits for building and fire codes	Commercial up to 50 kw	\$100.00	Previously set by Council Policy	Government Code 66015 - Maximum Fee
334			Commercial 51-250 kw	\$100.00	Previously set by Council Policy	Government Code 66015 - Maximum Fee
335	Removal of Solar Panel System	Process and inspection of complete removal of solar panel system without replacement		New		
336	Solar App +	Process and inspect Solar / PV permits with standardized plan		New		Government Code 66015 - Maximum Fee
337	Remodel Residential Pool / Spa	Review and inspection of residential pool and spa remodels for each discipline reviewed (electrical, plumbing, mechanical)	Remodel - per discipline	\$701.00		
338	Tenant Improvement Commercial Pool / Spa	Review and inspection of commercial pool and spa remodels for each discipline reviewed (electrical, plumbing, mechanical)	TI - per discipline	\$1,117.00		

			Net		Annual
Full Cost	Subsidy %	Suggested Fee	Change	% Change	
\$20.51	2%	\$20.00	\$9	82%	22
\$922.33	0%	\$922.00	\$38	4%	
\$1,244.23	0%	\$1,244.00	\$64	5%	67
\$1,566.13	0%	\$1,566.00	\$91	6%	
\$343.35	0%	\$343.00	\$34	11%	
\$904.54	0%	\$904.00	NA	NA	44
\$1,345.25	0%	\$1,345.00	\$297	28%	
\$1,876.06	0%	\$1,876.00	\$350	23%	3
\$2,037.01	0%	\$2,037.00	\$364	22%	NA
\$2,567.83	0%	\$2,567.00	\$382	17%	NA
\$225.04	0%	\$225.00	NA	NA	NA
\$699.24	0%	\$699.00	NA	NA	NA
\$2,591.84	0%	\$2,591.00	\$1,519	142%	7
\$3,429.95	0%	\$3,429.00	\$2,096	157%	
\$5,642.05	0%	\$5,642.00	\$4,048	254%	
\$5,193.21	0%	\$5,193.00	NA	NA	NA
\$9,882.90	0%	\$9,882.00	NA	NA	NA
\$1,351.02	0%	\$1,351.00	\$76	6%	
\$1,890.16	0%	\$1,890.00	\$150	9%	
\$2,123.52	0%	\$2,123.00	\$179	9%	43
\$2,751.19	0%	\$2,751.00	\$250	10%	43
\$3,909.68	0%	\$3,909.00	NA	NA	
\$5,889.30	0%	\$5,889.00	NA	NA	
\$848.01	47%	\$450 plus \$15 per kWth over 10kWth	\$350	350%	117
\$1,901.58	47%	\$1,000.00	\$900	900%	28
\$2,215.41	55%	\$1,000 plus \$7 per kW 51-250kw	\$900	900%	NA
\$225.04	0%	\$225.00	NA	NA	NA
\$466.46	4%	\$450.00	NA	NA	1
\$1,103.77	0%	\$1,103.00	\$402	57%	NA
\$1,626.41	0%	\$1,626.00	\$509	46%	NA

Row#	Category	Description	Additional Information	Current Fee/Charge	Notes	Fee Type
339			Up to 500 sq. ft.	New		
240	Desidential Desay Addition / Desaydal	Davison and incorption of recidential recorded this and /	F04 4 000 (t		-	
	· ·	Review and inspection of residential room addition and /	501-1,000 sq. ft.	New	-	
341	- Combo	or remodel.	1,000+ sq. ft.	New	+	
342			Each addl 500 sq. ft. above	New		
			1,000 sq. ft.		-	
343		LA Standard		New	-	
	Seismic Retrofit	Residential		New		
345		Multi-family/Commercial		New		
846	Windows / Doors	Review and inspection of window / door permits per City standard form.	Up to 5	\$589.00		
347		Standard form.	Greater than 5	\$736.00		
348	To at Dougsit (Duilding)	Review and inspection of temporary tents	Up to 1,500 sq. ft.	\$1,963.00		
349	Tent Permit (Building)	keview and inspection of temporary tents	1,500+ sq. ft.	\$3,229.00		
350	Decidential Landense / Landense	Review and inspection of attached or standalone decks,	Up to 500 sq. ft.	\$2,481.00		
351	Residential Landscape/Hardscape		Greater than 500 sq. ft.	\$3,480.00		
352			Addl 500 sq. ft.	\$468.00		
353		Landanaira / Badinalat	Up to 5000 sq. ft	New		
354		Landscaping / Parking lot	Greater than 5000 sq ft	New		
355	1		Up to 5000 sq. ft	New		
356	Commercial Landscape/Hardscape	Restriping/Changing parking lot	Greater than 5000 sq ft	New		
357			Up to 10	New		
358		Light poles/standards	Greater than 10	New		
359	Fences (greater than 6')	Review and inspection of standalone fences greater than	All Others	\$896.00		
360		6"	ROW Adjacent	\$1,016.00		
361	Retaining Wall	Review and inspection of retaining walls and block walls.	Retaining Wall	\$1,461.00		
362	Block Walls		Block Wall	\$983.00	1	
363	Shelving and Racking for Tenant Improvements	Deferred submittal of shelving and racking anchorage		New		

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
\$7,276.76	0%	\$7,276.00	NA	NA	
\$10,613.06	0%	\$10,613.00	NA	NA	213
\$13,931.05	0%	\$13,931.00	NA	NA	213
\$1,325.94	0%	\$1,325.00	NA	NA	
\$592.24	0%	\$592.00	NA	NA	NA
\$1,254.44	0%	\$1,254.00	NA	NA	NA
\$2,026.94	0%	\$2,026.00	NA	NA	NA
\$560.20	0%	\$560.00	-\$29	-5%	91
\$721.15	0%	\$721.00	-\$15	-2%	1
\$2,107.76	0%	\$2,107.00	\$144	7%	6
\$3,121.94	0%	\$3,121.00	-\$108	-3%	
\$1,978.36	0%	\$1,978.00	-\$503	-20%	
\$2,799.03	0%	\$2,799.00	-\$681	-20%	1
\$715.62	0%	\$715.00	\$247	53%	1
\$2,096.14	0%	\$2,096.00	NA	NA	46
\$3,132.70	0%	\$3,132.00	NA	NA	40
\$1,285.22	0%	\$1,285.00	NA	NA	
\$1,991.54	0%	\$1,991.00	NA	NA	
\$900.48	0%	\$900.00	NA	NA	
\$1,061.43	0%	\$1,061.00	NA	NA	
\$1,112.39	0%	\$1,112.00	\$216	24%	NA
\$1,741.85	0%	\$1,741.00	\$725	71%	NA
\$1,375.26	0%	\$1,375.00	-\$86	-6%	NA
\$1,273.34	0%	\$1,273.00	\$290	30%	NA
\$374.67	0%	\$374.00	NA	NA	NA

Row#	Category	Description	Additional Information	Current Fee/Charge	Notes	Fee Type
364			Residential	\$581.00		
365		Review and inspection of re-roofing projects for	Commercial - Up to 1,500 sq. ft.	\$581.00		
366	Re-Roof	residential and commercial projects Note: Does not include reroof with solar. Separate permit required for solar panels	Commercial - 1,501-5,000 sq. ft.	\$655.00		
867		Solar panels	Commercial - Greater than 5,000 sq. ft.	\$728.00		
368			Commercial - Each Addl. 1,000 sq.ft. above 5,000 sq ft.	\$111.00		
69	Re-Stuccoing / Siding / Façade	Review and inspection of standalone re-stucco / siding / façade projects. Note: Sandblasting requires separate ROW permit		\$736.00		
	Mechanical, Electrical, and Plumbing Electrical	Permits				
370	Miscellaneous Electrical Permit	Review and inspection of standard and standalone projects.		\$338.00		
371	Temporary Power Pole	Review and inspection for each temporary power pole or piggy-back pole.		\$338.00		
372 373	EV Charging Station	Review and inspection of EV Charging Stations	Residential Commercial	\$453.00 \$568.00		
74 75	Battery Backup	Review, inspect and issue permit for battery backups.	Residential Commercial	\$453.00 New		
376	Residential	Electrical upgrades to residential projects up to 4 units	per sq. ft.	\$0.74		
377	Commercial	Electrical upgrades, additions, or improvement to commercial / non-residential / multifamily residential projects	per sq. ft.	\$0.58		
	Mechanical					
78	Miscellaneous Mechanical Permit	Review and inspection of standard and standalone mechanical permits.		\$303.00		
379	HVAC Permit	Review and inspection of HVAC permits	New / Relocate	\$718.00		
80	TIVAC PETITIL	neview and inspection of rivac permits	Replacement / Change-Out	\$498.00		
881	Residential	Mechanical upgrades to residential additions or remodel projects up to 4 units	per sq. ft.	\$0.65		
82	Commercial	Mechanical upgrades, additions, or improvement to commercial / non-residential / multifamily residential projects	per sq. ft.	\$0.56		
	Plumbing					
	Miscellaneous Plumbing Permit	Review and inspection of standard and standalone over the counter plumbing permits.		\$338.00		
	Water Heater Permit	Review and inspection of water heater permit		\$303.00		
85	Cesspool Removal Fee	Review and inspection for cesspool removal		\$359.00		
86	Residential	Plumbing upgrades to residential projects up to 4 units	per sq. ft.	\$0.65		
887	Commercial	Plumbing upgrades, additions, or improvement to commercial / non-residential / multifamily residential projects	per sq. ft.	\$0.56		
	Right-Of-Way (ROW) Fees	le)				

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
\$651.27	0%	\$651.00	\$70	12%	
\$651.27	0%	\$651.00	\$70	12%	
\$731.74	0%	\$731.00	\$76	12%	
\$812.22	0%	\$812.00	\$84	12%	333
\$120.71	1%	\$120.00	\$9	8%	
\$825.55	0%	\$825.00	\$89	12%	
\$367.20	0%	\$367.00	\$29	9%	124
\$359.01	0%	\$359.00	\$21	6%	107
\$658.94	0%	\$658.00	\$205	45%	NA
\$1,028.82	0%	\$1,028.00	\$460	81%	NA
\$658.94	0%	\$658.00	\$205	45%	NA
\$920.29	0%	\$920.00	NA	NA	NA
\$0.65	0%	\$0.65	-\$0.09	-12%	NA
\$1.08	0%	\$1.08	\$0.50	87%	NA
\$630.08	0%	\$630.00	\$327	108%	
		Į.			
\$968.72	0%	\$968.00	\$250	35%	
\$669.67	0%	\$669.00	\$171	34%	97
\$0.65	0%	\$0.65	\$0	1%	,
\$1.08	0%	\$1.08	\$0.52	93%	
¢267.20	00/	¢267.00	¢20	00/	
\$367.20	0%	\$367.00	\$29	9%	
\$658.94	0%	\$658.00	\$355	117%	
\$225.04	0%	\$225.00	-\$134	-37%	74
\$0.64	0%	\$0.64	-\$0.01	-1%	71
\$0.96	0%	\$0.96	\$0.40	72%	

Row #	Category	Description	Additional Information	Current Fee/Charge	Notes	Fee Type
388			Pedestrian Canopy	\$333.00		
389	ROW Temporary Encroachment	Public Works related fee for extended use of PROW for	Temp Fencing	\$333.00		
390	Permit	Construction	Scaffolding	\$333.00		
391	1		Extend	\$64.00		
392	1		Reinstate	\$64.00		
393			POD/ Roll-Off Bin or Lowboy	\$430.00		
394	1		Crane	\$312.00		
395	1		Concrete Pour	\$312.00		
396		KOW Without excavation	Delivery/Hauling of Materials	\$312.00		
397	ROW Street Use Permit		Storage of Materials	\$312.00		
	1		Equipment / Material			
398			Staging	\$312.00		
399		Deposit for POD / Roll-off Bin	Deposit for POD / Roll-Off Bin	\$465.00		
400		Additional work classes at same location	Add-Ons	\$57.00		
401		Up to two additional work dates before expiration	Extend	\$57.00		
402			Sandblasting	\$244.00		
403		PW permits requiring special review	Vehicle on Strand or Walk Street	\$481.00		
404	ROW Public Works Permit	w permits requiring special review	Over Quantitative Discharge	\$244.00		
405			Well Monitoring	\$244.00		
406	1	Additional work classes at same location	Add-Ons	\$64.00		
407]	Up to two additional work dates before expiration	Extend	\$64.00		
408			Curb & Gutter	\$363.00		
409		Involves breaking ground and/or infrastructure	Sidewalk	\$363.00		
410	1		Driveway Approach	\$363.00		
411	1	Additional work classes at same location	Add-Ons	\$64.00		
412	1	Up to two additional work dates before expiration	Extend	\$64.00		
413			Sewer Line	\$511.00		
414			Water Line	\$511.00		
415	1	Public Works related fee for Utility Excavation	Undergrounding	\$511.00		
416	ROW Excavation Permit		Sewer/Water Line Combo	\$511.00		
417	1	Additional work classes at same location	Add-Ons	\$64.00		
418	1	Up to two additional work dates before expiration	Extend	\$64.00		
419	1		0-200 l.f.	\$691.00		
420	1	Dublic Works related for for 1975 Common 5	200+ I.f.	\$1,216.00		
421	1	Public Works related fee for Utility Company Excavation	200+ l.f. per l.f.	\$2.00		
422	1		Extra Inspections - per hr	\$118.00		
423	1	Up to two additional work dates before expiration	Extend	\$64.00		
424			Simple	\$114.00		
425		Public Works related fee - Additive Fee for ROW permits	Complex / Custom (incl. 1-hr of inspection)	\$489.00		
426	Lane Closure - Secondary Permit Only	with parking/lane/street closures	Extra Traffic Engineer Review - per hour	New		
427	1		Extra Inspections - per hr	\$118.00		
427	1	Additional work classes at same location	Add-Ons	\$27.00		
429	1	Up to two additional work dates before expiration	Extend	\$27.00		+
743	l	Tob to two additional work dates before exhitation	Exterio	y27.00	1	1

			Net		Annual
Full Cost	Subsidy %	Suggested Fee	Change	% Change	Quantity
\$508.33	0%	\$508.00	\$175	53%	
\$508.33	0%	\$508.00	\$175	53%	25
\$508.33	0%	\$508.00	\$175	53%	25
\$101.60	1%	\$101.00	\$37	58%	
\$101.60	1%	\$101.00	\$37	58%	
\$325.16	0%	\$325.00	-\$105	-24%	286
\$281.41	0%	\$281.00	-\$31	-10%	97
\$281.41	0%	\$281.00	-\$31	-10%	NA
\$281.41	0%	\$281.00	-\$31	-10%	NA
\$281.41	0%	\$281.00	-\$31	-10%	NA
\$281.41	0%	\$281.00	-\$31	-10%	NA
NA	NA	\$465.00	\$0	0%	NA
\$101.60	1%	\$101.00	\$44	77%	NA
\$101.60	1%	\$101.00	\$44	77%	NA
\$448.39	0%	\$448.00	\$204	84%	NA
\$720.48	0%	\$720.00	\$239	50%	NA
\$448.39	0%	\$448.00	\$204	84%	NA
\$448.39	0%	\$448.00	\$204	84%	NA
\$90.70	1%	\$90.00	\$26	41%	NA
\$90.70	1%	\$90.00	\$26	41%	NA
\$462.81	0%	\$462.00	\$99	27%	424
\$462.81	0%	\$462.00	\$99	27%	134
\$462.81	0%	\$462.00	\$99	27%	1
\$101.60	1%	\$101.00	\$37	58%	NA
\$101.60	1%	\$101.00	\$37	58%	NA
\$689.56	0%	\$689.00	\$178	35%	
\$689.56	0%	\$689.00	\$178	35%	
\$689.56	0%	\$689.00	\$178	35%	161
\$689.56	0%	\$689.00	\$178	35%	
\$101.60	1%	\$101.00	\$37	58%	NA
\$101.60	1%	\$101.00	\$37	58%	NA
\$1,484.21	0%	\$1,484.00	\$793	115%	
\$2,140.24	0%	\$2,140.00	\$924	76%	
\$146.76	0%	\$146.76	\$145	7238%	196
\$181.40	0%	\$181.00	\$63	53%	
\$136.05	0%	\$136.00	\$72	113%	1
\$34.38	1%	\$34.00	-\$80	-70%	NA
\$561.57	0%	\$561.00	\$72	15%	NA
\$230.53	0%	\$230.00	NA	NA	NA
\$181.40	0%	\$181.00	\$63	53%	NA
\$92.01	0%	\$92.00	\$65	241%	NA
\$92.01	0%	\$92.00	\$65	241%	NA
				_	-

Row#	Category	Description	Additional Information	Current Fee/Charge	Notes	Fee Type
430	Permit Surcharge	Pursuant to Resolution No. 6004, the permit surcharge fee pays for the Residential Construction Officer position needed to issue citations and provide enforcement of construction rules.		10% Surcharge		
431	Public Art Fee	Fee for art in public placed on residential development of four or more units, and commercial and industrial building project with a building valuation exceeding five hundred thousand (\$500,000) dollars. This fee is also collect on remodeling projects of existing commercial or industrial buildings and residential building or complex of four or more units, whether exterior or interior, when the remodeling has a building valuation exceeding two hundred fifty thousand (\$250,000) dollars. MBMC 10.90.010		1% of permit fee		
432	BSA Fee	Building Standards Administration surcharge fee established by the state of California for residential and nonresidential building permit fees. (California Administrative Code, Title 24, Chapter 1, Article 5)		Minimum \$1 for permits with valuation up to \$25,000, and it increases by \$1 for each additional \$25,000 (or fraction thereof) of the permit valuation		
433	Seismic Fee	Strong-Motion Instrumentation and Seismic Hazard Mapping fee is a state mandated fee added to the cost of a construction permit, used to fund the installation and maintenance of strong-motion seismic instruments to study earthquake activity		For 1 to 3 story residential the fee is the (valuation amount) X 0.00013 For Over 3 story residential and all commercial the fee is (valuation amount) X 0.00028		
434	General Plan Maintenance Fee	Surcharge on all building permits to allow for completion of General Plan Update to be submitted to Planning Commission every 10 years and completion of the housing element every 5 years		3% on Building Permits		
435	After-the-Fact Fee	Assessed for any work that commences before obtaining the necessary permits per MBMC Title 9 & CBC109.4 and other editions of the Title 24 Code of regulations.		Up to 100% of the permit fees		

Full Cost	Subsidy %	Suggested Fee	Net Change	% Change	Annual Quantity
NA	NA	10% Surcharge	\$0	0%	NA
NA	NA	1% of permit fee	\$0	0%	NA
NA	NA	Minimum \$1 for permits with valuation up to \$25,000, and it increases by \$1 for each additional \$25,000 (or fraction thereof) of the permit valuation	\$0	0%	NA
NA	NA	For 1 to 3 story residential the fee is the (valuation amount) X 0.00013 For Over 3 story residential and all commercial the fee is (valuation amount) X 0.00028	\$0	0%	22
11%	0%	11% on applicable fees	8%	267%	NA
NA	NA	Up to 100% of the permit fees	NA	NA	NA

Combination Permits: New Construction and Tenant Improvements (includes Building, Mechanical, Electrical, and Plumbing)

					Curr	ent				Full Cost				Suggeste	ed Fee			Differ	ence
			Plan Cl	heck	Inspec	tion	Total	Fee	Plan Check	Inspection	Total Fee	Plan Ch	ieck	Inspect	tion	Total F	ee	Total Fee	Total Fee
Occupancy Type	Description	Sq Ft	Fee	Per 100 Sq Ft	Fee	Per 100 Sq Ft	Fee	Per 100 Sq Ft	Full Cost	Full Cost	Full Cost	Fee	Per 100 Sq Ft	Fee	Per 100 Sq Ft	Fee	Per 100 Sq Ft	Change \$	Change %
A - New (Other than A2)	Assembly such as arenas, theaters, amphitheaters	500 5,000 50,000	\$4,255.39 \$9,418.93 \$29,669.64	\$114.75 \$45.00 \$59.34	**,*****	\$104.04 \$40.81 \$53.81	\$8,113.96 \$17,959.52 \$56,572.48	\$218.79 \$85.81 \$113.14	\$4,905.12 \$10,956.50 \$31,967.13	\$6,338.11 \$17,192.96 \$33,909.18	\$11,243.23 \$28,149.46 \$65,876.31	\$4,905.12 \$10,956.50 \$31,967.13	\$134.48 \$46.69 \$63.93	\$6,338.11 \$17,192.96 \$33,909.18	\$241.22 \$37.15 \$67.82	\$11,243.23 \$28,149.46 \$65,876.31	\$375.69 \$83.84 \$131.75	\$3,129.27 \$10,189.95 \$9,303.83	39% 57% 16%
A2 - New	Restaurant	500 5000 15000	\$5,179.08 \$11,463.42 New	\$139.65 \$54.77	, ,	\$131.61 \$51.62	\$10,059.96 \$22,266.81 New	\$271.26 \$106.39	\$5,387.16 \$11,838.20 \$24,176.54	\$7,142.86 \$17,192.96 \$32,299.69	\$12,530.02 \$29,031.17 \$56,476.23	\$5,387.16 \$11,838.20 \$24,176.54	\$143.36 \$123.38 \$48.35	\$7,142.86 \$17,192.96 \$32,299.69	\$223.34 \$151.07 \$64.60	\$12,530.02 \$29,031.17 \$56,476.23	\$366.69 \$274.45 \$112.95	\$2,470.06 \$6,764.35 NA	25% 30% NA
B or M - New	Business or Retail	50000 1,500 5,000 15,000	\$36,109.77 \$6,704.52 \$9,843.90 \$31,008.29	\$72.22 \$89.70 \$211.64 \$206.72	\$8,865.73 \$15,890.56	\$68.06 \$200.71 \$341.65 \$333.70	\$70,140.46 \$15,570.25 \$25,734.47 \$81.063.57	\$140.28 \$290.41 \$553.29 \$540.42	NA \$7,525.13 \$10,898.70 \$26.097.41	NA \$9,460.24 \$17,192.96 \$36,983.59	NA \$16,985.36 \$28,091.66 \$63,081.00	\$7,525.13 \$10,898.70 \$26.097.41	\$96.39 \$151.99 \$173.98	Removed \$9,460.24 \$17,192.96 \$36,983.59	\$220.94 \$197.91 \$246.56	Removed \$16,985.36 \$28,091.66 \$63.081.00	\$317.32 \$349.89 \$420.54	NA \$1,415.11 \$2,357.19 -\$17,982,57	NA 9% 9% -22%
E - New	Educational Centers (i.e. Daycares)	500 5,000 50,000	\$3,921.29 \$8,679.42 \$27,340.16	\$105.74	\$5,457.39 \$12,079.44	\$147.16 \$57.71 \$76.10	\$9,378.68 \$20,758.86	\$252.89 \$99.18 \$130.78	\$4,887.31 \$10,879.69 \$26,201.01	\$6,254.53 \$17,192.96 \$41,956.63	\$11,141.84 \$28,072.65 \$68,157.64	\$4,887.31 \$10,879.69 \$26,201.01	\$133.16 \$34.05 \$52.40	\$6,254.53 \$17,192.96 \$41,956.63	\$243.08 \$55.03 \$83.91	\$11,141.84 \$28,072.65 \$68,157.64	\$376.24 \$89.08 \$136.32	\$1,763.16 \$7,313.79 \$2,767.23	19% 35% 4%
F-1, F-2 - New	r Factory	500 5,000 50,000	\$3,219.47 \$7,126.02 \$22,446.95	\$86.81 \$34.05 \$44.89	* ,	\$229.57 \$90.04 \$118.72	\$11,733.36 \$25,970.73 \$81,807.80	\$316.39 \$124.08 \$163.62	\$5,125.66 \$10,538.24 \$23,282.40	\$8,752.35 \$20,411.94 \$59,661.02	\$13,878.01 \$30,950.18 \$82,943.42	\$5,125.66 \$10,538.24 \$23,282.40	\$120.28 \$28.32 \$46.56	\$8,752.35 \$20,411.94 \$59,661.02	\$259.10 \$87.22 \$119.32	\$13,878.01 \$30,950.18 \$82,943.42	\$379.38 \$115.54 \$165.89	\$2,144.65 \$4,979.45 \$1,135.63	18% 19% 1%
H1-H5 - New	Hazardous Occupancies (above the threshold specified by Building Code)	500 5,000 50,000	\$3,574.92 \$7,912.76 \$24.925.19	\$96.40 \$37.81 \$49.85	\$18,649.37	\$227.19 \$89.10 \$117.49	\$12,000.54 \$26,562.13 \$83.670.70	\$323.59 \$126.91 \$167.34	\$5,648.89 \$11,249.61 \$24.411.25	\$8,752.35 \$20,411.94 \$59.661.02	\$14,401.24 \$31,661.56 \$84.072.27	\$5,648.89 \$11,249.61 \$24.411.25	\$124.46 \$29.25 \$48.82	\$8,752.35 \$20,411.94 \$59.661.02	\$259.10 \$87.22 \$119.32	\$14,401.24 \$31,661.56 \$84.072.27	\$383.56 \$116.47 \$168.14	\$2,400.70 \$5,099.43 \$401.57	20% 19% 0%
I - New	Institutions	500 5,000 50,000	\$4,443.28 \$9,834.80 \$30,979.61	\$119.81	\$5,457.39 \$12,079.44	\$147.16 \$57.71 \$76.10	\$9,900.67 \$21,914.24	\$266.97 \$104.70 \$138.06	\$6,213.32 \$12,213.69 \$32,877.58	\$6,338.11 \$17,192.96 \$41,956.63	\$12,551.43 \$29,406.66 \$74,834.21	\$6,213.32 \$12,213.69 \$32,877.58	\$133.34 \$45.92 \$65.76	\$6,338.11 \$17,192.96	\$241.22 \$55.03 \$83.91	\$12,551.43 \$29,406.66 \$74,834.21	\$374.56 \$100.95 \$149.67	\$2,650.76 \$7,492.42 \$5,804.35	27% 34% 8%

Combination Permits: New Construction and Tenant Improvements (includes Building, Mechanical, Electrical, and Plumbing)

					Curr	ent				Full Cost				Suggeste	d Fee			Differ	ence
			Plan Cl	heck	Inspec	tion	Total	Fee	Plan Check	Inspection	Total Fee	Plan Ch	eck	Inspect	ion	Total	ee	Total Fee	Total Fee
Occupancy Type	Description	Sq Ft	Fee	Per 100 Sa Ft	Fee	Per 100 Sa Ft	Fee	Per 100 Sa Ft	Full Cost	Full Cost	Full Cost	Fee	Per 100 Sa Ft	Fee	Per 100 Sa Ft	Fee	Per 100 Sa Ft	Change \$	Change %
Туре		500	\$3,640.82	\$98.17	\$7,125.72	\$192.14	\$10,766.53	\$290.32	\$5,345.97	\$7,142.86	\$12,488.83	\$5,345.97	\$127.63	\$7,142.86	\$223.34	\$12,488.83	\$350.96	\$1,722.30	16%
L - New	Laboratories	5,000	\$8,058.62	\$38.50	\$15,772.13	\$75.36	\$23,830.75	\$113.86	\$11,089.13	\$17,192.96	\$28,282.09	\$11,089.13	\$34.11	\$17,192.96	\$72.91	\$28,282.09	\$107.03	\$4,451.34	19%
		50,000	\$25,384.66	\$50.77	\$49,682.21	\$99.36	\$75,066.87	\$150.13	\$26,439.37	\$50,004.08	\$76,443.45	\$26,439.37	\$52.88	\$50,004.08	\$100.01	\$76,443.45	\$152.89	\$1,376.58	2%
		1,000	\$4,563.82	\$152.13	\$6,968.49	\$232.28	\$11,532.31	\$384.41	\$6,728.95	\$20,146.96	\$26,875.91	\$6,728.95	\$113.75	\$20,146.96	\$218.97	\$26,875.91	\$332.72	\$15,343.60	133%
R-1 - New	Hotels / Motels	10,000	\$18,255.27	\$43.61	\$27,873.97	\$66.59	\$46,129.24	\$110.20	\$16,966.58	\$39,854.01	\$56,820.59	\$16,966.58	\$36.18	\$39,854.01	\$74.01	\$56,820.59	\$110.19	\$10,691.35	23%
		100,000	\$57,504.10	\$57.50	\$87,803.02	\$87.80	\$145,307.11	\$145.31	\$49,527.59	\$106,464.41	\$155,992.00	\$49,527.59	\$49.53	\$106,464.41	\$106.46	\$155,992.00	\$155.99	\$10,684.89	7%
		1,000	\$2,983.54	\$99.45	\$7,919.63	\$263.99	\$10,903.17	\$363.44	\$6,531.30	\$16,927.98	\$23,459.28	\$6,531.30	\$82.94	\$16,927.98	\$218.97	\$23,459.28	\$301.91	\$12,556.12	115%
R-2 - New	Multi-Family / Apartment Housing	10,000	\$11,934.15	\$28.51	\$31,678.52	\$75.68	\$43,612.67	\$104.19	\$13,996.32	\$36,635.03	\$50,631.35	\$13,996.32	\$29.72	\$36,635.03	\$70.43	\$50,631.35	\$100.16	\$7,018.68	16%
		100,000	\$37,592.58	\$37.59	\$99,787.33	\$99.79	\$137,379.91	\$137.38	\$40,748.34	\$100,026.45	\$140,774.79	\$40,748.34	\$40.75	\$100,026.45	\$100.03	\$140,774.79	\$140.77	\$3,394.89	2%
		1,000	\$3,349.55	\$127.76	\$4,476.63	\$195.31	\$7,826.18	\$323.07	\$4,798.21	\$7,247.85	\$12,046.06	\$4,798.21	\$164.79	\$7,247.85	\$322.26	\$12,046.06	\$487.05	\$4,219.88	54%
R-3 - New*	Custom Single-Family Home	3,000	\$5,904.67	\$102.09	\$8,382.85	\$245.59	\$14,287.52	\$347.67	\$8,094.08	\$13,692.99	\$21,787.07	\$8,094.08	\$112.30	\$13,692.99	\$129.65	\$21,787.07	\$241.95	\$7,499.55	52%
		6,000	\$8,967.29	\$149.45	\$15,750.40	\$262.51	\$24,717.69	\$411.96	\$11,463.19	\$17,582.43	\$29,045.62	\$11,463.19	\$191.05	\$17,582.43	\$293.04	\$29,045.62	\$484.09	\$4,327.93	18%
		500	\$2,582.16	\$69.63	\$5,062.22	\$136.50	\$7,644.38	\$206.13	\$5,793.90	\$5,533.37	\$11,327.27	\$5,793.90	\$86.42	\$5,533.37	\$223.34	\$11,327.27	\$309.76	\$3,682.89	48%
S-1 - New	Moderate Hazard Warehouse / Parking Garage	5,000	\$5,715.38	\$27.31	\$11,204.78	\$53.53	\$16,920.15	\$80.84	\$9,682.80	\$15,583.47	\$25,266.27	\$9,682.80	\$22.30	\$15,583.47	\$47.56	\$25,266.27	\$69.86	\$8,346.12	49%
	r arking Carage	50,000	\$18,003.44	\$36.01	\$35,295.05	\$70.59	\$53,298.49	\$106.60	\$19,719.11	\$36,983.59	\$56,702.70	\$19,719.11	\$39.44	\$36,983.59	\$73.97	\$56,702.70	\$113.41	\$3,404.21	6%
		500	\$2,438.12	\$65.74	\$5,934.11	\$160.01	\$8,372.23	\$225.75	\$5,793.90	\$6,177.16	\$11,971.07	\$5,793.90	\$86.42	\$6,177.16	\$209.03	\$11,971.07	\$295.45	\$3,598.84	43%
S-2 - New	Low Hazard Warehouse /	5,000	\$5.396.56	\$25.78	\$13.134.62	\$62.75	\$18.531.18	\$88.54	\$9.682.80	\$15.583.47	\$25,266,27	\$9.682.80	\$22.30	\$15,583.47	\$58.29	\$25,266.27	\$80.59	\$6.735.09	36%
	Parking Garage	50,000	\$16,999.16	\$34.00	, ., .	\$82.75	\$58,373.22	\$116.75	\$19,719.11	\$41,812.06	\$61,531.17	\$19,719.11	\$39.44	\$41,812.06	\$83.62	\$61,531.17	\$123.06	\$3,157.95	5%
		50	\$466.79	\$125.87	\$319.65	\$86.19	\$786.43	\$212.06	\$2.353.13	\$1,394.01	\$3.747.14	\$2.353.13	\$375.57	\$1.394.01	\$616.75	\$3.747.14	\$992.31	\$2.960.71	376%
U - New	Utility / Miscellaneous Structure	500	\$1,033.19	\$68.88	,	\$47.17	\$1,740.70	\$116.05	\$4,043.17	\$4,169.37	\$8,212.54	\$4,043.17	\$61.58	\$4,169.37	\$78.85	\$8,212.54	\$140.43	\$6,471.84	372%
•	ounty / missenanceas ou astare	5,000	\$4,132.76	\$82.66		\$56.60	\$6,962.81	\$139.26	\$6,814.40	\$7,717.42	\$14,531.83	\$6,814.40	\$136.29	\$7,717.42	\$154.35	\$14,531.83	\$290.64	\$7,569.02	109%
		500	\$3,428,47	\$92.45	1.1	\$128.93	\$8,209,89	\$221.38	\$4,707.17	\$5.533.37	\$10,240.54	\$4,707.17	\$107.32	\$5.533.37	\$132.50	\$10,240.54	\$239.81	\$2,030.65	25%
Shell (Cold) -	Shell Building consisting only of		, , ,	• • • •			, , , , , , ,			, .,,	, .,		, , ,	****	*	, ,, , , ,	,		
New	foundation and empty structure.	5,000	\$7,588.60	\$36.26		\$50.56	\$18,171.85	\$86.82	\$9,536.49	\$11,495.66	\$21,032.15	\$9,536.49	\$36.29	\$11,495.66	\$49.20	\$21,032.15	\$85.49	\$2,860.29	16%
		50,000	\$23,904.10	\$47.81	\$33,337.23	\$66.67	\$57,241.33	\$114.48	\$25,867.35	\$33,636.43	\$59,503.78	\$25,867.35	\$51.73	\$33,636.43	\$67.27	\$59,503.78	\$119.01	\$2,262.45	4%
		300	\$3,827.09	\$171.99	\$2,038.31	\$91.60	\$5,865.40	\$263.60	NA	NA	NA	Removed		Removed		Removed		NA	NA
A (Other	Tenant Improvement / Addition to a Religious Institution, Arena,	1,000	New		New		New		\$5,319.00	\$3,119.13	\$8,438.13	\$5,319.00	\$266.79	\$3,119.13	\$59.90	\$8,438.13	\$326.69	NA	NA
than A-2) - TI	Theater, etc.	3,000	\$8,470.92	\$67.45	\$4,511.62	\$35.93	\$12,982.54	\$103.38	\$10,654.87	\$4,317.04	\$14,971.91	\$10,654.87	\$62.03	\$4,317.04	\$37.53	\$14,971.91	\$99.57	\$1,989.37	15%
		30,000	\$26,683.41	\$88.94	\$14,211.61	\$47.37	\$40,895.01	\$136.32	\$27,403.93	\$14,450.73	\$41,854.66	\$27,403.93	\$91.35	\$14,450.73	\$48.17	\$41,854.66	\$139.52	\$959.65	2%
		150	\$2,937.96	\$264.07	\$1,437.52	\$129.21	\$4,375.49	\$393.28	\$5,263.59	\$2,282.34	\$7,545.93	\$5,263.59	\$217.85	\$2,282.34	\$86.36	\$7,545.93	\$304.21	\$3,170.45	72%
A-2 - TI	Tenant Improvement / Addition to a Restaurant	1,500	\$6,502.91	\$103.56	\$3,181.83	\$50.67	\$9,684.74	\$154.24	\$8,204.53	\$3,448.21	\$11,652.73	\$8,204.53	\$93.22	\$3,448.21	\$56.71	\$11,652.73	\$149.92	\$1,967.99	20%

Combination Permits: New Construction and Tenant Improvements (includes Building, Mechanical, Electrical, and Plumbing)

					Cur	rent				Full Cost				Suggeste	ed Fee			Differ	rence
			Plan Ci	heck	Inspec	tion	Total	Fee	Plan Check	Inspection	Total Fee	Plan Cl	neck	Inspec	tion	Total	Fee	Total Fee	Total Fee
Occupancy Type	Description	Sq Ft	Fee	Per 100 Sq Ft	Fee	Per 100 Sq Ft	Fee	Per 100 Sq Ft	Full Cost	Full Cost	Full Cost	Fee	Per 100 Sq Ft	Fee	Per 100 Sq Ft	Fee	Per 100 Sq Ft	Change \$	Change %
		15,000	\$20,484.17	\$136.56	\$10,022.77	\$66.82	\$30,506.94	\$203.38	\$20,788.68	\$11,103.57	\$31,892.25	\$20,788.68	\$138.59	\$11,103.57	\$74.02	\$31,892.25	\$212.61	\$1,385.31	5%
	Tenant Improvement / Addition	150	\$3,258.45	\$292.88	\$1,141.18	\$102.57	\$4,399.63	\$395.45	\$4,699.17	\$1,960.45	\$6,659.61	\$4,699.17	\$231.78	\$1,960.45	\$74.44	\$6,659.61	\$306.22	\$2,259.99	51%
TI - All Others	to any type of occupancy that	1,500	\$7,212.29	\$114.86	\$2,525.89	\$40.23	\$9,738.18	\$155.09	\$7,828.24	\$2,965.36	\$10,793.61	\$7,828.24	\$108.85	\$2,965.36	\$45.98	\$10,793.61	\$154.83	\$1,055.43	11%
	and an arrangement of the state	15,000	\$22,718.71	\$151.46	\$7,956.55	\$53.04	\$30,675.26	\$204.50	\$22,523.13	\$9,172.18	\$31,695.32	\$22,523.13	\$150.15	\$9,172.18	\$61.15	\$31,695.32	\$211.30	\$1,020.06	3%

Note: Building Official and Community Development Director have the discretion to charge time and materials for any project considered outside the scope of the projects listed above.

Note: Building Official and Community Development Director have the discretion to charge time and materials for any project considered outside the scope of the projects listed above.

^{*}Production Homes are charged full fee for initial plan, and 25% of plan check fee for additional plans. Inspection fees are not discounted.

^{**}Foundation only is charged as 10% of the building permit fee.

^{***}Plan Check and permit fees calculated through this study are in relation to requirements imposed by the California Building Code (CBC).
The CBC dictates the types of development projects and applications, which require different permits. The plan check and inspection fees are to review those projects and applications to ensure conformance with those building code.

^{***}Plan Check and permit fees calculated through this study are in relation to requirements imposed by the California Building Code (CBC). The CBC dictates the types of development projects and applications, which require different permits. The plan check and inspection fees are to review those projects and applications to ensure conformance with those building code requirements.

	NEW FEES		
Row #	Category	Description	New Fee
	CITYWIDE		
1	Administrative Citation Appeal Fee	In addition to the actual citation fine, appellants must deposit a fee of \$500 in connection with filing an appeal of an administrative citation issued by Code Enforcement or Police Department. Following determination of appeal, remaining actual costs billed based on fully burdened hourly rates of staff involved in appeal process	\$500.00 Deposit, plus Actual Costs
	FIRE		
	Fire Commercial Sprinkler		
	Inspection:		
2	Highrise	Inspect a commercial fire sprinkler system for conformity with fire code requirements.	\$1,337.00
	Fire Alarm System		
3	Plan Check - Water Flow	Water Flow Monitoring	\$302.00
	Inspection:		
4	Highrise	Inspect a fire alarm system for conformity with fire code requirements.	\$1,337.00
	Inspection:		
5	Inspection - Water Flow (All Size)	Water Flow Inspection	\$208.00
6	Apparatus - Engine	Cost recovery for fire engine apparatus. Based on Fully Burdended Hourly Rates including Department and Indirect Overhead.	\$776.00
7	Apparatus - Rescue Ambulance	Cost recovery for rescue ambulance. Based on Fully Burdended Hourly Rates including Department and Indirect Overhead.	\$438.00
8	Apparatus - Division Chief	Cost recovery for use of Division Chief time. Based on Fully Burdended Hourly Rates including Department and Indirect Overhead.	\$418.00

	NEW FEES		
Row #	Category	Description	New Fee
9	Apparatus - Deputy Fire Chief	Cost recovery for use of Deputy Fire Chief time. Based on Fully Burdended Hourly Rates including Department and Indirect Overhead.	\$335.00
10	Apparatus - Fire Chief	Cost recovery for use of Fire Chief time. Based on Fully Burdended Hourly Rates including Department and Indirect Overhead.	\$393.00
11	Hazmat Storage/Usage	Review and Inspection	\$470.00
12	Non-Compliance / Post Response	Inspection	\$167.00
13	After/Before Hours/Call Out	Inspector	\$334.00
14	After/Before Hours/Call Out	Senior Inspector	\$392.00
15	After/Before Hours/Call Out	Fire Marshal	\$605.00
	PUBLIC WORKS		
16	Fire Flow Test	Flow and pressure test for Fire Sprinkler permit and for construction projects	\$458.00
17	Pressure Check	Pressure Check required for construction projects	\$165.00
	COMMUNITY DEVELOPMENT - TRAFFIC ENGINEERING		
18	Construction Management and Parking Plan Review Fee	Supplemental traffic and parking review for major projects.	\$2,225.00
	COMMUNITY DEVELOPMENT - PLANNING		
	POLICY DOCUMENTS		
19	Neighborhood Conservation Overlay District	Request by applicant to create or amend a Neighborhood Overlay District	Cost Recovery/Actual Costs
	AMENDMENTS		,
20	Master Use Permit - Minor Amendment	Amendment to a master use permits to modify conditions and/or allow new uses (with limited site or building modifications)	\$5,681.00
21	Planned Development Plan Amendment	Application to amend an existing Planned Development Plan	\$9,465.00

	NEW FEES		
Row#	Category	Description	New Fee
22	Use Permit - Minor Amendment	Application to amend a use permit to modify conditions and/or allow a change of use (with limited site or building modifications)	\$5,528.00
	APPEALS		
23	Appeal to PPIC - Administrative Decision	Appeal of an administrative decision to the Parking and Public Improvement Commission	\$2,373.00
	COASTAL		
24	Coastal Development Permit - with Public Hearing	Additional fee for a Coastal Development Permit for if a public hearing requested	\$3,215.00
	ENCROACHMENT PERMIT		
25	Encroachment Permit w/ City Council Hearing	Application for a non-residential encroachment in the public right of way (unless exempt pursuant to Section 7.36.170)	\$4,138.00
26	Encroachment Permit - ROW Development adjacent to construction project	Application for a permanent encroachment in the public right-of-way when associated with major construction project on adjacent property	\$343.00
27	Encroachment Permit- Transfer	Preparation of new encroachment agreement for new property owner	\$248.00
28	Temporary Encroachment Permit - Sidewalk Dining Annual Renewal	Annual review of sidewalk dining permit renewal	\$136.00
	ENVIRONMENTAL REVIEW		
29	Initial Study	Preparation of Initial Study to determine type of environmental document required (Negative Declaration, Mitigated Negative Declaration, EIR, addendum, etc.)	Deposit (Initial deposit \$40,000) - Cost Recovery (Staff Time and Consultant Contract)

	NEW FEES		
Row#	Category	Description	New Fee
30	Categorical Exemption requiring Technical Studies	CEQA review process for projects potentially qualifying for categorical exemptions if supported by technical studies (Ex: Class 32 exemption)	Deposit (Initial deposit \$40,000) - Cost Recovery (Staff Time and Consultant Contract)
31	Addendum to Environmental Impact Report or Negative Declaration/Mitigated Negative Declaration	Preparation of addendum to Environmental Impact Report or Negative Declaration/Mitigated Negative Declaration	Deposit (Initial deposit \$40,000) - Cost Recovery (Staff Time and Consultant Contract)
	HISTORIC PRESERVATION		
32	Mills Act Contract - Concurrent with Historic Landmark Designation	Additional fee to establish and enter into a Mills Act Contract when processed concurrently with a Historic Landmark Designation application	\$3,813.00
33	Mills Act Contract Monitoring	Annual fee for monitoring activities for properties with Mills Act contracts; starts one year after contract is executed, and annually thereafter for the life of the Mills Act contract	\$851.00
	MINOR EXCEPTION & VARIANCE		
34	Variance - With Another Discretionary Application	Application for a Variance when processed concurrently with another entitlement application which requires a public hearing	\$1,582.00
	MISCELLANEOUS PLANNING APPLICATIONS AND FEES		

	NEW FEES		
Row#	Category	Description	New Fee
35	Affordable Housing Agreement	Preparation of agreement to restrict rental rates for projects with affordable housing units	\$1,059.00
36	Deed restriction/covenant/agreement or other document for recordation	Preparation of deed restriction, covenant, or other document for recordation when not related to another application	\$718.00
37	Density Bonus Application	Application for additional residential density, incentives/concessions, and waivers, for a Density Bonus project	\$2,057.00
38	Preliminary Application (Pursuant to SB 330)	Review of Preliminary Application to determine compliance with applicable provisions of Senate Bill 330	\$2,057.00
39	Affordable Housing Monitoring	Monitoring of affordable housing units for compliance with requirements in an Affordable Housing Agreement	Actual Cost
40	Outdoor Facilities Permit - Annual Renewal Fee	Annual review of outdoor facility permit renewal	\$136.00
41	Planning Commission Follow-Up Review Fee	Post-entitlement review after a specified period when conditioned as part of the original approval by the Planning Commission or other decision-making body	\$2,675.00
42	Substantial Conformance Review	Formal review of request for minor deviations from approved entitlement	\$2,289.00
	PRELIMINARY PLANNING REVIEW		
43	Preliminary Plan Review - Single-family Residential	Planning Division review of proposed single-family projects for zoning code compliance prior to submittal of building permits	\$416.00

	NEW FEES		
Row#	Category	Description	New Fee
44	Preliminary Plan Review - Small Commercial	Preliminary interdepartmental review of commercial projects up to 3,000 square feet to identify significant development concerns	\$2,250.00
4 5	Preliminary Plan Review - Large Commercial	Preliminary interdepartmental review of commercial projects over 3,000 square feet to identify significant development concerns	\$3,240.00
46	Preliminary Plan Review - Small Multifamily Residential	Preliminary interdepartmental review of multi-family residential projects with 10 or fewer units to identify significant development concerns	\$2,174.00
17	Preliminary Plan Review - Medium Multifamily Residential	Preliminary interdepartmental review of multi-family residential projects with 11 to 50 units to identify significant development concerns	\$2,718.00
18	Preliminary Plan Review - Large Multifamily Residential	Preliminary interdepartmental review of multi-family residential projects with 51 or more units to identify significant development concerns	\$3,711.00
19	Interdepartmental Pre-Submittal Meeting	Interdepartmental meeting to discus proposed project with applicant after Preliminary Plan Review is conducted (if requested)	\$1,877.00
	PUBLC NOTICE PROCESSING		
50	Legal Notice Fee	Publication of legal notice in newspaper	\$238.00
	USE PERMITS		
51	Use Permit- Minor	Application to establish a new use which requires a Use Permit in an existing building (with minimal site or building modifications)	\$5,716.00

	NEW FEES			
Row#	Category	Description	New Fee	New Fee
	COMMUNITY DEVELOPMENT - BUILDING			
	BUILDING DIVISION FEES - FLAT AND MISCELLANEOU	S		
52	Bingo Games	Organizations eligible to conduct bingo games	Annual	\$135.00
3	- Blilgo Gailles	Organizations eligible to conduct biligo games	Renewal	\$58.00
54	Residential Bldg Records Report	Provide a building records report on an address (valid for 6 months).	Updated	\$297.00
	Building Permits (Combination)	Tot o months.		
5	New Pool / Spa	Review and inspection of new pool or spa being installed.	Residential Prefabricated spa	\$989.00
6			Residential	\$278.00
5 7	Pool Replaster	Replaster of existing pool or spa	Commercial	\$692.00
-	Building Permits (Miscellaneous)			700200
8		Review of application associated with reviewing	0-10,000 CY	\$4,040.00
9	Grading - Commercial	different grading categories	Over 10,001 CY	\$7,550.00
0	Shoring Plan Check and Inspection	Reviewing and inspection of shoring requirements	5001 - 10,000 sq. ft.	\$3,724.00
1	Shoring Plan Check and Inspection	Reviewing and inspection of shoring requirements	Over 10,000 sq. ft.	\$6,107.00
2	Removal of Solar Panel System	Process and inspection of complete removal of solar panel system without replacement		\$225.00
3	Solar App +	Process and inspect Solar / PV permits with standardized plan		\$466.00
4			Up to 500 sq. ft.	\$7,400.00
5		Review and inspection of residential room addition	501-1,000 sq. ft.	\$10,809.00
5	Residential Room Addition / Remodel - Combo	and / or remodel.	1,000+ sq. ft.	\$14,354.00
7		and y or remoder.	Each addl 500 sq. ft. above 1,000 sq. ft.	\$1,115.00
8		LA Standard		\$699.00
9	Seismic Retrofit	Residential		\$1,471.00
0		Multi-family/Commercial		\$2,138.00

	NEW FEES							
Row#	Category	Description	New Fee	New Fee				
	COMMUNITY DEVELOPMENT - BUILDING							
'1			Up to 5000 sq. ft	\$2,350.00				
' 2		Landscaping / Parking lot	Greater than 5000 sq ft	\$3,425.00				
3	Commercial Landscape / Hardscape		Up to 5000 sq. ft	\$1,409.00				
4	- Commercial Landscape/Hardscape	Restriping/Changing parking lot	Greater than 5000 sq ft	\$2,161.00				
'5		Light poloc/standards	Up to 10	\$985.00				
'6		Light poles/standards	Greater than 10	\$1,217.00				
7	Shelving and Racking for Tenant Improvements		\$373.00					
	Mechanical, Electrical, and Plumbing Permits							
	Electrical							
78	Battery Backup	Review, inspect and issue permit for battery backups.	Commercial	\$968.00				
	Right-Of-Way (ROW) Fees		•					
79	Lane Closure - Secondary Permit Only	Additive Fee for ROW permits with parking/lane/street closures	Extra Traffic Engineer Review - per hour	\$137.00				

	ELIMINATED FEES		
Row #	Category	Description	Eliminated Fee
	PARKS AND RECREATION FEES (NON-PROGRAM / ACTIVITY RELAT	ED)	
1	Banner Installation - Sepulveda Blvd.	Hanging a banner across the public right-of-way at the request of a private party. (No longer applicable as there are no banners installed on Sepulveda)	\$399.00
	POLICE		
2	Animal Quarantine Inspection	Inspection of a home and re-checks when an animal is required to be quarantined. (No longer applicable)	\$312.00
	JAIL OPERATIONS		
3	Booking Fee	Process an individual under arrest for booking. *Plus additional County Fees. (No longer applicable)	\$282.00
	PUBLIC WORKS		
4	Tree Trimming Permit - Private Property	Review and inspect tree trimming request. (Duplication as this fee was already captured in Planning Section)	\$91.00
5	Online Bid and Proposal Service Fee for Capital Projects and (Public Construction) - Simple Projects (Under \$100k)	Service fee associated with setting up, loading digital plans, specifications and other bidding documents online to facilitate bid submittal online by contractors. (No longer applicable)	\$65.00
6	Online Bid and Proposal Service Fee for Capital Projects and (Public Construction) - Moderately Complex Projects (\$100k-\$500k)	Service fee associated with setting up, loading digital plans, specifications and other bidding documents online to facilitate bid submittal online by contractors. (No longer applicable)	\$87.00
7	Online Bid and Proposal Service Fee for Capital Projects and (Public Construction) - Complex Projects (Greater than \$500k)	Service fee associated with setting up, loading digital plans, specifications and other bidding documents online to facilitate bid submittal online by contractors. (No longer applicable)	\$107.00

	ELIMINATED FEES		
Row #	Category	Description	Eliminated Fee
8	Water Meter Installation Inspection - 3/4" - 1" meter	Installation of new water meter upon request. (Duplication as this fee was already captured in through Water Meter & Sewer Connection - Inspection fees)	\$102.00
9	Water Meter Installation Inspection -1" - 2" meter	**Material costs not included (Duplication as this fee was already captured in through Water Meter & Sewer Connection - Inspection fees)	\$173.00
10	Development (Parking) Traffic Review - Development Permits	Review of parking / traffic conditions for development permits, including environmental assessment and amendment to development permits. (Removed as Public Works does not conduct Traffic Review)	\$937.00
11	Development (Parking) Traffic Review - Environmental Assessment / Amendment to Dev. Permits	Review of parking / traffic conditions for development permits, including environmental assessment and amendment to development permits. (Removed as Public Works does not conduct Traffic Review)	\$1,623.00
	COMMUNITY DEVELOPMENT - PLANNING		
12	Planning Extra Plan Check	An hourly fee for plan checks over the standard number of plan checks within the Planning Dept. (No longer applicable)	\$146.00
13	Noticing Fee	For General Plan, Code, Zoning Amendments. (No longer applicable)	\$588.00
14	Map Copy Deposit	(No longer applicable)	\$500.00

	ELIMINATED FEES		
Row #	Category	Description	Eliminated Fee
	COMMUNITY DEVELOPMENT - BUILDING		
15		Base Fee (Removed as plans are uploaded electronically in Online Permitting System)	\$46.00
16	Imaging Fee	Digital Copy (Removed as plans are uploaded electronically in Online Permitting System)	\$69.00
17		Data Extraction (Removed as plans are uploaded electronically in Online Permitting System)	\$88.00
18	Summary of Accessibility Upgrades for Commercial Projects	Review of accessibility upgrade hardship application. Existing Buildings Valued more than LA County Accessibility Code. (No longer applicable)	\$1,213.00
19	Summary of Accessibility Upgrades for Commercial Projects	Review of accessibility upgrade hardship application. Existing Buildings Valued more than LA County Accessibility Code. (No longer applicable)	\$1,622.00
20	Summary of Accessibility Upgrades for Commercial Projects	Review of accessibility upgrade hardship application. 401-1,500 sq. ft. (No longer applicable)	\$1,963.00
	Code Enforcement Fees		
21	Violation Inspection Fee	Per hour violation inspection fee for code enforcement violations (2-hr min.) (No longer applicable)	\$251.00
22	Non-Compliance Fee	Per Hour fee for non-compliance related inspections (6-hr min) (No longer applicable)	\$752.00

Comparative Analysis of Other City Fees

#	Department / Division	Fee Title	Fee # as Listed in Fee Schedule	Example Size	Manhattan Beach Current Fee	Manhattan Beach Suggested Fee	City of Beverly Hills	City of Santa Monica	City of Torrance	City of Redondo Beach	City of Newport Beach
1	Building	Building-New Residential - Combo (includes Plan Check and Inspection)	R-3	3000 SF/\$533,022	\$14,287.52	\$21,787.07	\$20,878.20	\$4,836.22	\$8,513.06	\$14,806.80	\$9,915.00
2	Building	Building-TI - All Others - Combo	TI - All Others	1500 SF/\$318,843	\$9,738.18	\$10,793.61	\$13,321.80	\$995.24	\$5,442.98	\$4,642.00	\$2,567.51
3	Building	Residential Addition/Remodel - Combo	357	1000 SF/\$177,674	\$1,667.00	\$10,613.00	\$8,245.80	\$2,358.62	\$3,750.61	\$5,528.00	\$3,309.90
4	Building	Non Commercial - B - Combo	B or M	5,000 SF/\$1,602,810	\$25,734.47	\$28,091.66	\$53,589.60	\$5,063.94	\$22,506.86	\$26,520.00	\$13,809.95
5	Building	New Pool/Spa	332	Residential	\$1,048.00	\$1,345.00	Appears Valuation Based	Not Found	Appears Valuation Based	\$391.32	Plan review \$429;Permit/Inspection \$478
6	Building	Reroof	381	Residential	\$581.00	\$651.00	Appears Valuation Based	Not Found	Tiered by squares. Up to 25 squares \$115.00, 26-50 \$228, 51 to 75 \$286, 76-100 \$379	Appears Valuation Based	Plan review \$185;Permit/Inspection \$381
7	Building	Kitchen/Bath Remodel - Combo	327	500 SF/\$88,837	\$884.00	\$922.00	Appears Valuation Based	\$788.34	Appears Valuation Based	Appears Valuation Based	\$1,679.26
8	Building	Window/Door change out	363	5	\$589.00	\$560.00	Appears Valuation Based	Not Found	Appears Valuation Based	Appears Valuation Based	Appears Valuation Based
9	Building	Water Heater	401		\$303.00	\$658.00	8.33% of valuation per trade	Plumbing OTC - 364.15	\$29.40/Plumbing permit; \$19.10/electrical permit	\$45.15	\$34.00
10	Building	Seismic Retrofit	361	Residential	New	\$1,471.00	Not Found	Permit \$38.15 plus \$251.61/hr	Not Found	Not Found	Not Found
11	Planning	Use Permit	297		\$8,948.00	\$10,657.00	Conditional Use Permit \$25,883	Conditional Use Permit - All Others - \$17,284.15	Conditional Use Permit (CUP): Use Change/<7units/<15K Com Ind SF: \$6,431 per app	Category 1 - All uses Except MF: \$3,208 Category 2 - Multi-Family Residential and Condominium Projects: \$3,208 Plus \$1,345 / Unit Category 3 - Condominium Conversion \$3,208 Plus \$1,345 / Unit Development Agreement: \$2,069 plus Contract Cost	\$6,314
12	Planning	Variance	219		\$8,985.00	\$7,113.00	\$26,763.00	\$19,764.12	\$12,258	\$3,200	\$5,791.00
13	Planning	Coastal Development Permit (w/out hearing)	188		\$1,607.00	\$4,472.00	Not Found	Local Coastal Program Surcharge - 65% of permit in the coastal zone. Coastal Zone Approval in Concept \$173.94 Development Review - \$29,545.15	Development Permit \$5,964	Public Hearing Waiver 3: \$340 Public Hearing: \$1,605	Coastal Development Permit (CDP) - Stand Alone: - \$2,622 Cioastal Development Permit (CDP) - Waiver - \$1330
14	Planning	Tentative Parcel Map	284		\$1,486.00	\$4,201.00	\$24,376.00	Subdivision, new construction, Parcel, Tentative Map - \$1,024.50 Subdivision Map for Condominium Purposes - \$5,448.16	Tentative Tract (TTM): \$9,235	Parcel Map \$710.00 Accelerated Parcel Map (W/in 48 Business Hours): 50% of Parcel Map Fee	\$2,457.00
15	Planning	Sign Program	277		\$884.00	\$448.00	Sign Permit Tiered: Up to 25 sq ft \$240, over \$9.30/sq ft	Architectural Review Board - Sign Adjustement - \$2,435.13	Sign Program - Single Tenant: \$385 Sign Program - Multiple Tenants: \$770	Not Found	\$2,422.00
16	Planning	Final Tract Map Review - Application	281		\$921.00	\$3,461.00	1st - 3rd Submittal - \$7,970.00 Subsequent Submittal after 3rd - \$583.00	Final Map Revision \$1,157.88	Final Map (tract map) checking per sheet: \$1,395 per sheet (Fee capped at 10 sheets)	\$1,350	Parcel Map Check \$2,144

Comparative Analysis of Other City Fees

#	Department Division	/ Fee Title	Fee # as Listed in Fee Schedule	Example Size	Manhattan Beach Current Fee	Manhattan Beach Suggested Fee	City of Beverly Hills	City of Santa Monica	City of Torrance	City of Redondo Beach	City of Newport Beach
1	7 Public Works (Utilities)	Temporary Water Meter Rental	124		\$254.00	\$288.00	First 15 days or less \$66/Equipment, each succeeding 15 days or less \$26	Temp Water Service \$294.64	Water System: \$36.80 per unit	Not Found	Recycled Water Service - Recycled Water meter 1 in - \$19.78 1 1/2 in - \$24.75 2 in - \$52.73 3 in - \$135.12 4 in - \$229.50 6 in - \$484.16 8 in - \$843.69 Construction Water Meter Establishment Charge App - \$105 Meter Deposit - \$1,250
1	8 Public Works (Utilities)	FOG Inspection Fees (Fats, Oils and Grease)	130		\$195.00	\$343.00	Actual Cost	Not Found	Not Found	Not Found	Annual Permit: \$0.00 FOG Non-Compliance: \$75
1	9 Citywide	Technology Fee	39		3% of Permit	13% on applicable fees	3.7% on all development permits and plan checks and all planning applications	13% of Permit	No Tech fee Microfilm Fee - \$9.70 (no online submital system)	\$0.00125 per dollar of valuation	Record Management Fee - \$2 per sheet

City of Manhattan Beach



User Fee Study

FINAL REPORT APRIL 2025





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Executive Summary

The City of Manhattan Beach engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identify 100% full cost recovery for City services. *Appendix C* details the full cost and suggested fees as determined through discussion with departmental staff. The recommended fees identified herein are either at or less than full cost recovery.





User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole ("User Fees"). As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and, therefore, receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefits. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, Proposition 26, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee. There are no fees suggested to be set above the cost of service and as such a public vote is not required.

California User Fee History

Before Proposition 13, in times of fiscal shortages, California cities were able to raise property taxes, which funded everything from police and recreation to development-related services. However, this situation changed with the passage of Proposition 13 in 1978.

Proposition 13 established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, cities were required to secure a supermajority vote to enact or increase taxes. Due to the thresholds needed to increase local taxes, cities have less control and very few successful options for new revenues. The State of California took a series of actions in the 1990's and 2000's to improve the State's fiscal situation, at the expense of local governments. In 2004-05, the Educational Revenue Augmentation Funds ("ERAF") takeaway of property taxes and the reduction of Vehicle License Fees further reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the "Stop Hidden Taxes Initiative", which is aimed at defining "regulatory fees" as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person's activities. Proposition 26 contains seven categories of exceptions. The fees analyzed as part of a User Fee study typically fall under categories one through five consisting of charges for specific benefits, government service, regulatory need, for use of government property, or a fine/penalty.





Additional Policy Considerations

State regulations require that municipalities update their fee schedules to reflect the actual costs of certain public services primarily benefiting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby typically reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover reasonable support costs. Support costs are those costs relating to a local government's central service departments that are allocable to the local government's operating departments. Central services support cost allocations were incorporated using the resulting indirect overhead percentages determined through the City's Cost Allocation Plan. A Cost Allocation Plan identifies the central service functions of the City such as Finance, City Manager, Information Technology, Human Resources, and others and allocates their cost to the departments and funds of the City that they support. This plan was used in the User Fee study to account for the burden placed upon central services by the operating departments to allocate a proportionate share of central service cost through the study.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City to annually increase or decrease the fees by changes in a pre-approved inflationary index, as described below. However, such inflationary increases shall not exceed the reasonable estimated cost of providing the services each year.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI) as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can also be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs but cannot rely solely on the CPI increase as it is incumbent upon each agency to ensure the amount of the fees charged does not exceed the reasonable estimated costs of providing the services. It is also recommended that the City perform this internal review annually with a comprehensive review of services and fees performed every five years, which would include adding, amending, or removing fees for programs/services.





Study Objective

As the City of Manhattan Beach seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. A User Fee Study provides assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principal goal of the study was to help the City determine the full cost of the services that the City provides. In addition, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees
- Identifying subsidy amount, if applicable, of each fee in the model
- Ensuring compliance with State law
- Comprehensive list of fees that can be updated in the future to reflect any MOU adjustments
- Maintaining accordance with City policies and goals

The study results will help the City better understand its true costs of providing services and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following Manhattan Beach departments and fee groups:

- Finance
- Parks and Recreation Fees (Non-program / Activity Related)
- Management Services City Clerk's Office
- Citywide Fees
- Police
- Fire
- Public Works
- Community Development Traffic Engineering
- Community Development Planning
- Community Development Building





The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff currently provide them at existing, known, or reasonably anticipated service and staff level needs. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. The report is not intended to document all the numerous discussions throughout the process, nor is it intended to provide an influential dissertation on the qualities of the utilized tools, techniques, or alternative approaches.





Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the "reasonable cost" of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City's fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for such fees is the "estimated, reasonable cost" principle. To maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits (see *Appendix B*), but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

- Salaries & benefits of personnel involved
- Operating costs applicable to fee operations
- Departmental support, supervision, and administration overhead
- Central service overhead costs allocated through the Cost Allocation Plan

A key factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to 1,650 productive or billable hours to account for calculated or anticipated hours' employees engage in non-billable activities such as paid vacation, sick leave, holidays, and other considerations, as necessary. Dividing the full cost, including overhead, of a position by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate for how a service is provided, to calculate a fee's cost based on the personnel and the amount of their time providing each service.





Summary Steps of the Study

The process of the study is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a

service (Appendix A). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- Direct Labor (Personnel Costs): The costs related to staff salaries for time spent directly on fee-related services.
- Departmental Overhead: A proportional allocation of departmental overhead costs, including operation costs such as

Central Services Overhead

Departmental Overhead

Personnel Costs (Salary & Benefits)

supplies and materials that are necessary for the department to function.

 Central Services Overhead: These costs, as provided via the City's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.





Methodology

The two methods of analysis for calculating fees used in this report are the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Program Cost Approach: In some instances, the underlying data is not available or varies widely, leaving a standard unit cost build-up approach impractical. Willdan employed a different methodology where appropriate to fit a program's cost needs and goals. Typical programmatic approach cases are valuation-based fees, Recreation programs, and instances where a program cost is divided over the user base to obtain a per applicant cost for shared cost services.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff
- Clear instructions and guidance to City staff
- Reasonable tests and validation
- Internal and external reviews
- Cross-checking

Reasons for cost increases/decreases over current fees

Within the fee tables in *Appendix C*, the differences are identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:

- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions
- Position staffing levels, seniority, and the positions that complete fee and service activity may vary from when the previous costs were calculated
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study
- Changes in processes and procedures within a department, or the City as a whole





- Changes in the demand for services in a City may have also changed the staffing or cost structure of departments over time
- Service enhancements and/or efficiencies realized through technological advancements through the City's Energov permitting system

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- · Budget and other cost data
- Staffing structures
- Fee and service structures, organization, and descriptions
- Direct work hours (billable/non-billable)
- Time estimates to complete work tasks
- Review of draft results and other documentation

A User Fee Study requires significant involvement of the managers and line staff from the departments on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.





Manhattan Beach User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in *Appendix C*. Full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were obtained through time study analysis conducted by City staff for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time data used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service and will differ from City to City depending on staffing, positions involved, experience of staff, the use of consultants, and the policies and procedures in place for each City. Specifically, in providing services, a number of employees are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The primary goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility of determining the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no fixed rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Manhattan Beach, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) who receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, some services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City, but it is important to distinguish the difference between any purported possible benefits that may be conveyed through the result of activities of the service receiver and the direct benefit being conveyed through the City providing the service to the requestor.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.





Of course, subsidization can be an effective public policy tool since it can be used to reduce fees to encourage certain activities (such as to ensure public safety) or allow some people to be able to afford to receive services they otherwise could not at the full cost. In addition, subsidies can be an appropriate and justifiable action, such as to allow citizens to rightfully access services, without overburdensome costs.

Despite the intent, it is important for the City and public to understand that subsidies must be covered by another revenue source, typically the General Fund's other unrestricted funds.

Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may have a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The cost of service study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

Summary

City staff are recommending setting user fees at suggested fee amounts as detailed in *Appendix C*. City and departmental goals, City Council priorities, policy initiatives, past performance, implementation issues, and other internal and external factors should influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and the update to a consistent and comprehensive fee schedule were the primary objectives of this study. City staff have reviewed the full costs and identified the recommended fee levels for consideration by City Council.

The following sections provide background for each department, division, and fee group and the results of this study's analysis of their fees. For the full list of each fee's analysis, refer to **Appendix C** of this report.





Finance

The Finance Department's responsibilities include accounting, budgeting, payroll, investments, and procurement, as well as business licensing, accounts receivable, cashiering and utility billing. These services are provided through the following department functions: Administration and Budget, Accounting, Purchasing, Revenue Services, Business Licensing, Water, and Sewer Billing.

Analysis

Willdan individually reviewed the services associated with the Finance Department. The review also consisted of an evaluation of existing services to update the fee schedule.

Many of the fees and services listed under Finance Fees are return check fees, business, custom, and dog license fees. For the user fees evaluated as part of this study the analysis we relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City Central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that one of the fees' full costs have decreased, and one fee is currently charged below full cost. Staff is recommending the fees be adjusted as detailed in *Appendix C* to achieve full cost recovery. As a result, there would be:

- An increase to 5 fees;
- 1 fee would decrease, and;
- 11 fees would remain as currently set.





Parks and Recreation Fees (Non-program / Activity Related)

The Parks and Recreation Department, consisting of 21 full-time and over 150 seasonal and part-time staff, provides a wide variety of innovative, collaborative, and impactful recreational, cultural, and educational programs and services for all ages. Department divisions include Administration, Recreation Services, Cultural Arts, Sports and Aquatics, Volunteers, Older Adults, and Transportation.

Analysis

Willdan individually reviewed the services associated with the Parks and Recreation Department. The review also consisted of an evaluation of existing services to update the fee schedule.

The services included in the analysis of Parks and Recreation are banner installation, special events, and film permits. The analysis relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that all of the fees are currently set below the full cost of providing service. Staff is recommending the fees be adjusted as detailed in *Appendix C* to achieve full cost recovery. As a result, most fees would retain some level of subsidy and there would be:

- An increase to 6 fees, and;
- 5 fees would remain as currently set.





Management Services - City Clerk's Office

The City Clerk's Office is dedicated to collaborating with City officials and the public to ensure that open and effective government standards are in place to secure the public trust, and provide a system of transparency, public participation and accountability. The City Clerk serves as the greatest resource of information for the public, City Council, City staff and other governmental agencies; manages legal requirements for public notices and the filing of referendums and initiatives; and keeps complete and accurate records of City Council proceedings.

The City Clerk's Office works diligently with the City's Information Technology Department to provide broadcasting of City Council and Planning Commission meetings on Manhattan Beach Local Community Cable, Spectrum Channel 8 and Frontier Communications Channel 35, and the City Website Live Streaming Video, and YouTube to ensure access to public information and the local government process. As the custodian of the City's official records, the office maintains all official City archives and legislative history, and ensures the preservation, protection and integrity of the public records.

The City Clerk is also the City's Election Officer, and as such, conducts and certifies the City's municipal elections for six elected offices (5 City Council and 1 City Treasurer).

Analysis

Willdan individually reviewed the services associated with the City Clerk's Office. The review also consisted of an evaluation of existing services to update the fee schedule.

Many of the fees and services listed under City Clerk fees are reproduction services, regulated fees, or fees not otherwise recommended to be changed.





Citywide Fees

The Citywide fee table includes the Finance penalty, Administrative Citation Appeal, and Technology Fee.

Analysis

Willdan individually reviewed the services associated with Citywide fees. The review also consisted of an evaluation of existing services to update the fee schedule.

Staff are recommending adding a new fee, Administrative Citation Appeal Fee, which would be set as a \$500 deposit fee. The Finance late penalty fee will remain at 5%. Based on the technology costs utilized in providing Planning and Building services, the technology fee will increase from 3% to 13%.





Police

The Manhattan Beach Police Department is a premier, full-service law enforcement organization. The dedicated men and women of this Police Department are an integral part of this community, and the community is an integral part of the Police Department. We count on each other to keep this community safe and to work on quality-of-life issues so that residents love living here, businesses thrive, and visitors enjoy their stay. The Police Department operates under two Bureaus - Administration/Investigations and Field Operations

Analysis

Willdan individually reviewed the services and programs associated with the Police Department. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Police services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the current fees are under funding the cost for most of the services. Staff is recommending the fees be adjusted as detailed in *Appendix C* to achieve full cost recovery. As a result, there would be:

- An increase to 18 fees;
- 1 fee would decrease; and
- 5 fees would remain as currently set.





Fire

The Fire Department's area of responsibilities include fire suppression, emergency medical services, fire prevention, plan checks, permits and code enforcement, fire investigation, emergency preparedness, and public education. These services are provided through the following department divisions: Administration, Fire Operations, Community Risk Reduction, Emergency Medical Services, and Support Services

The Fire Department provides local, regional, and state-level leadership through participation in various organizations and committees. This includes participation in the California Fire Chiefs Association, Los Angeles Area Fire Chiefs, South Bay Area Fire Chiefs, League of California Cities, Los Angeles Area Fire Marshals, Southern Division of the Fire Prevention Officers, Los Angeles Area G Operations and Training Committees, Area G and Los Angeles County Emergency Managers group, and many more.

Analysis

Willdan individually reviewed the services and programs associated with the Fire Department. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Fire services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the current fees are currently not in line with the cost of providing service. Staff is recommending the fees be adjusted as detailed in *Appendix C* to achieve full cost recovery. As a result, there would be:

- An increase to 5 fees;
- 29 fees would decrease;
- 14 new fees would be added; and
- 7 fees would remain as currently set.





Public Works

Public Works is one of the City's largest departments, responsible for the operation and maintenance of all public infrastructure located in the public right-of-way and City properties. Public Works is composed of four divisions: Administration, Engineering, Utilities, and Field Operations. In general, Administration manages the day-to-day departmental operations such as payroll, tracking of service requests, clerical, overall customer service, and the City's refuse hauling contract, including waste hauling and recycling programs in conformance with State laws. Engineering develops and manages the City's Capital Improvement Plan. The Utilities Division operates and maintains the City's sewer, storm drain, and water systems. Field Operations oversees the upkeep of City streets, parks, facilities, fleet, and street sweeping.

The Public Works Department is essential to the quality of life experienced by the Manhattan Beach community. Standard elements of urban living such as access to high-quality running water, a reliable sewer system, well-maintained roads and cleanliness through convenient refuse and street sweeping programs are crucial. A superior level of service is provided by the Public Works Department and its contractors, which sets Manhattan Beach apart from other communities.

Analysis

Willdan individually reviewed the services and programs associated with the Public Works Department. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Public Works services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that the current fees are currently not in line with the cost of providing service. Staff is recommending the fees be adjusted as detailed in *Appendix C* to achieve full cost recovery. As a result, there would be:

- An increase to 13 fees;
- 4 fees would decrease;
- 2 new fees;
- 1 fee would change from an actual cost fee to a flat amount; and
- 5 fees would remain as currently set.





Community Development – Traffic Engineering

The Traffic Engineering Division is responsible for the safe and efficient movement of people and goods on the City's transportation system. It is the Division's objective to provide a balanced and accessible multimodal network that serves all users: pedestrians, bicyclists, motorists and transit riders. The Division oversees the proper application of traffic control devices, including traffic signals, stop signs, striping and markings, as well as determines proper road geometry, speed limits and pedestrian infrastructure. The Division conducts neighborhood traffic-calming studies, crosswalk studies, collision studies, parking studies and prepares and reviews traffic control plans. Some of the traffic related programs supported by the Division include School Area Safety Studies, crosswalk flashing beacons and signs, bike safety plans, special event plans, and the Electric Vehicle (EV) charging network. The Division is responsible for most parking related regulations in the City, including parking meter zones, loading zones, parking permits, overnight parking permits, moving van permits and no parking zones. Traffic Engineering works cooperatively with the Police Department to enforce traffic laws by conducting traffic safety studies and speed limit surveys as well as collecting traffic volume data.

The Traffic Engineering Division implements the policies and objectives of the City's General Plan Mobility Plan, Bike Master Plan and Living Streets Manual. The Division is working in collaboration with other departments to expand the bikeway network, add bike racks and bike corrals, install EV charging stations, install accessible public amenities, and construct new sidewalk segments to enhance mobility and equity for all users.

The Traffic Engineering Division is also responsible for the City's traffic signal maintenance and is the liaison for the Parking and Public Improvements Commission (PPIC). The Division reviews and issues over 1,100 right-of-way permits, traffic control plans, POD permits, temporary loading zones, moving van and oversize vehicle permits each year.

Analysis

The analysis of Traffic Engineering services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most current fees are under funding the cost for most of the services. Staff is recommending the fees be adjusted as detailed in *Appendix C* with most services going to full cost recovery. As a result, there would be:

- An increase to 4 fees;
- 2 fees would decrease;
- 1 new fee would be added; and
- 4 fees would remain as currently set.





Community Development - Planning

The Planning Division is responsible for reviewing all discretionary land use applications, including coastal permits, as well as developing policy and updating City documents such as the General Plan, Zoning Code and Map, Municipal Code and the Local Coastal Program (LCP). Planning staff review plan checks, entitlement applications, and permits to ensure conformance with local zoning and State and Federal regulations, including the California Environmental Quality Act (CEQA). Planning prides itself on quality customer service, working on balanced, creative solutions to help homeowners, business owners, neighbors, architects, and contractors achieve their goals while complying with the City's regulations.

Analysis

Willdan individually reviewed the services and programs associated with the Planning Division. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Planning services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most current fees are under funding the cost for most of the services. Staff is recommending the fees be adjusted as detailed in *Appendix C* with most services going to full cost recovery. As a result, there would be:

- An increase to 63 fees;
- 23 fees would decrease:
- 33 new fees would be added; and
- 9 fees would remain as currently set.





Building

The Building and Safety Division regulates building construction activity through plan review, permit processing, inspection and education to protect the health, safety and welfare of the community. The Building Division staff review plans for compliance with all applicable local and state codes. Building Inspectors perform daily inspections throughout the construction life-cycle to ensure conformity with approved plans, codes, and regulations.

The Citizen Self Service (CSS) website serves as a single location for permit issuance for all construction activity throughout the City, as well as permits, fees, and applications used by Public Works, Fire, Police, Parks and Recreation and Finance Departments. The CSS website services include intake and plan review, building and planning permit issuance, scheduling and documentation of inspections, and all other matters related to construction activity.

Analysis

Willdan individually reviewed the services and programs associated with the Building Division. The review also consisted of an evaluation of existing services to update the fee schedule.

The analysis of Building services relied primarily upon a standard unit cost build-up approach, whereby the reasonable cost of each fee occurrence was determined using staff time involved in providing services to recover the direct cost of staff and the pro-rata share of departmental costs, including indirect costs for City central services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. The analysis found that most current fees are currently set below the updated cost of service. Staff is recommending the fees be adjusted as detailed in *Appendix C* with most services going to full cost recovery. As a result, there would be:

- An increase to 90 fees;
- 27 fees would decrease;
- 28 new fees would be added;
- 10 fees would remain as currently set; and
- The Combination Permit fees would be set at full cost recovery.





Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a portion of the total allowable cost is recovered as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The direct overhead percentages below are derived by dividing operational costs by personnel cost. The indirect allocation percentages are provided through the Cost Allocation Plan. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and other costs that are charged directly to the service requestor.





City of Manhattan Beach - User Fee

Overhead Rate Calculations

Overnead Rate Calculations	Total	Department		Indirect
	Personnel	Operations &	Department	
Department	Services	Administration	Overhead %	%
100: Accounting	818,837	167,219	20%	0%
100: Business Licensing	93,596	43,100	46%	17%
100: City Clerk	606,230	216,115	36%	0%
100: City Manager	789,132	244,334	31%	0%
100: Civic Engagement	435,641	188,050	43%	0%
100: Community Development	4,397,873	1,297,476	30%	34%
100: Community Development Admin	751,178	80,222	11%	0%
100: Finance Admin	739,799	458,473	62%	0%
100: Fire	9,698,160	2,377,506	25%	58%
100: Fire Admin	2,979,239	1,351,961	45%	0%
100: Human Resources	1,027,782	467,006	45%	0%
100: Parking Citations	75,556	41,301	55%	0%
100: Parks and Rec Admin	807,457	262,420	32%	0%
100: Parks and Recreation	4,023,637	2,133,616	53%	53%
100: Police	19,959,793	6,603,470	33%	60%
100: Police Admin	4,517,151	209,294	5%	0%
100: Public Works	4,231,551	3,163,308	75%	26%
100: Public Works Admin	1,584,287	119,914	8%	0%
100: Purchasing	391,279	102,144	26%	0%
100: Revenue Services	478,146	113,896	24%	0%
100: Utility Billing	100,610	81,064	81%	0%
230: Prop. A Fund	498,104	180,305	36%	12%
501: Water Fund	2,099,506	826,483	39%	17%
502: Stormwater Fund	253,808	193,785	76%	19%
503: Sewer Fund	791,464	536,626	68%	38%
520: Parking Fund	283,117	267,713	95%	34%
521: County Parking Lots Fund	86,612	36,127	42%	33%
522: State Pier and Parking Lot Fun	69,484	21,661	31%	25%
601: Insurance Reserve Fund	533,053	121,182	23%	0%
605: Information Technology Fund	1,737,465	691,682	40%	0%
610: Fleet Management Fund	390,259	181,165	46%	0%
615: Building Maintenance & Operati	626,586	404,040	64%	0%





Appendix B -Fully Burdened Hourly Rates

Below are fully burdened hourly rates (FBHR) of staff positions that provide for the services detailed in *Appendix C.* The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each position.





C Ax(1+B)x(1+C)

City of Manhattan Beach - User Fee

Fully Burdened Hourly Rate Calculation

		S&B	Fully
		Hourly Department Indirect	Burdened
Department/Fund	Title	Rate OH % OH %	Hourly Rate

Blended Rates

Permit Tech / Sr. Permit Tech	\$128.18
Sr. / Bldg Inspector	\$160.95
Assistant / Assoc. Planner	\$164.76
Planning Technician/Assistant Planner	\$144.71
Plan Check Eng / Sr Plan Check Eng	\$203.85

Position Rates

100: Accounting	Accounting: Accountant	\$94.37	20%	0%	\$113.65
100: Accounting	Accounting: Accounting Supervisor	\$111.23	20%	0%	\$133.95
100: Accounting	Accounting: Accounting Technician	\$71.26	20%	0%	\$85.81
100: Accounting	Accounting: Financial Controller	\$154.31	20%	0%	\$185.82
100: Accounting	Accounting: Grants & Financial Analyst	\$103.28	20%	0%	\$124.37
615: Building Maintenance & Operati	Bldg Maint Fund: Building Maintenance Technician	\$73.05	64%	0%	\$120.15
615: Building Maintenance & Operati	Bldg Maint Fund: Electrician	\$79.49	64%	0%	\$130.75
615: Building Maintenance & Operati	Bldg Maint Fund: Facilities Supervisor	\$105.85	64%	0%	\$174.10
615: Building Maintenance & Operati	Bldg Maint Fund: Maintenance Assistant	\$47.25	64%	0%	\$77.71
615: Building Maintenance & Operati	Bldg Maint Fund: Maintenance Supervisor	\$105.85	64%	0%	\$174.10
615: Building Maintenance & Operati	Bldg Maint Fund: Maintenance Worker II	\$64.70	64%	0%	\$106.41
100: Business Licensing	Business License: Account Specialist II	\$67.53	46%	17%	\$115.02
100: Community Development Admin	CD Admin: Administrative Analyst	\$79.06	11%	0%	\$87.51
100: Community Development Admin	CD Admin: Administrative Assistant	\$65.50	11%	0%	\$72.49
100: Community Development Admin	CD Admin: Community Development Director	\$198.78	11%	0%	\$220.01
100: Community Development Admin	CD Admin: Executive Assistant	\$74.05	11%	0%	\$81.96
100: Community Development Admin	CD Admin: Senior Busines Services Analyst	\$111.23	11%	0%	\$123.11
100: Community Development Admin	CD Admin: Senior Management Analyst	\$105.85	11%	0%	\$117.15
100: Community Development	CD: Administrative Analyst	\$79.06	30%	34%	\$137.51
100: Community Development	CD: Administrative Assistant	\$65.50	30%	34%	\$113.91
100: Community Development	CD: Assistant Planner	\$87.80	30%	34%	\$152.71
100: Community Development	CD: Associate Planner	\$101.67	30%	34%	\$176.82
100: Community Development	CD: Building Inspector	\$85.08	30%	34%	\$147.97
100: Community Development	CD: Building Official	\$162.02	30%	34%	\$281.78
100: Community Development	CD: Code Enforcement Officer II	\$84.58	30%	34%	\$147.11
100: Community Development	CD: Code Enforcement Supervisor	\$105.85	30%	34%	\$184.09
100: Community Development	CD: Environmental Programs Administrator	\$126.24	30%	34%	\$219.56
100: Community Development	CD: Office Assistant	\$53.40	30%	34%	\$92.88
100: Community Development	CD: Permits Technician	\$71.93	30%	34%	\$125.09
100: Community Development	CD: Plan Check Engineer	\$108.18	30%	34%	\$188.14
100: Community Development	CD: Planning Manager	\$154.30	30%	34%	\$268.36
100: Community Development	CD: Planning Technician	\$78.61	30%	34%	\$136.72
100: Community Development	CD: Plans Examiner	\$97.36	30%	34%	\$169.33
100: Community Development	CD: Senior Building Inspector	\$100.00	30%	34%	\$173.93
100: Community Development	CD: Senior Busines Services Analyst	\$111.23	30%	34%	\$193.46
100: Community Development	CD: Senior Permits Technician	\$75.48	30%	34%	\$131.27
100: Community Development	CD: Senior Plan Check Engineer	\$126.24	30%	34%	\$219.56
100: Community Development	CD: Senior Planner	\$126.24	30%	34%	\$219.56
100: Community Development	CD: Traffic Engineer	\$132.55	30%	34%	\$230.53
100: City Manager	City Manager: Assistant To The City Manager	\$126.24	31%	0%	\$165.33
100: City Manager	City Manager: City Manager	\$260.04	31%	0%	\$340.56
100: City Manager	City Manager: Executive Assistant To The City Manager/City Council	\$86.96	31%	0%	\$113.89
100: City Manager	City Manager: Management Analyst	\$94.37	31%	0%	\$123.60
100: Civic Engagement	Civic Engagement: Communications & Civic Engagement Manager	\$154.31	43%	0%	\$220.92
100: Civic Engagement	Civic Engagement: Digital Communications & Graphics Coordinator	\$94.37	43%	0%	\$135.11
100: Civic Engagement	Civic Engagement: Marketing & Communications & Graphics Coordinator	\$94.37	43%	0%	\$135.11
200. Civic Lingagement	Civic Engagement. Marketing & Communications Coordinator				7133.11





Ax(1+B)x(1+C)

City of Manhattan Beach - User Fee

Fully Burdened Hourly Rate Calculation

		S&B	Fully
		Hourly Department Indirect	Burdened
Department/Fund	Title	Rate OH % OH %	Hourly Rate

Position Rates

	Position Rates				
100: City Clerk	Clerk: Assistant City Clerk	\$126.24	36%	0%	\$171.24
100: City Clerk	Clerk: City Clerk	\$198.78	36%	0%	\$269.65
100: City Clerk	Clerk: Deputy City Clerk	\$79.06	36%	0%	\$107.25
521: County Parking Lots Fund	County Parking Fund: Maintenance Assistant	\$47.25	42%	33%	\$89.26
521: County Parking Lots Fund	County Parking Fund: Maintenance Supervisor	\$105.85	42%	33%	\$199.97
521: County Parking Lots Fund	County Parking Fund: Maintenance Worker II	\$64.70	42%	33%	\$122.22
521: County Parking Lots Fund	County Parking Fund: Meter Repair Worker	\$66.27	42%	33%	\$125.21
100: Finance Admin	Finance: Budget And Financial Analyst	\$105.85	62%	0%	\$171.44
100: Finance Admin	Finance: Executive Assistant	\$74.05	62%	0%	\$119.94
100: Finance Admin	Finance: Finance Director	\$198.78	62%	0%	\$321.98
100: Finance Admin	Finance: Financial Services Manager	\$138.88	62%	0%	\$224.94
100: Fire Admin	Fire Admin: Administrative Assistant	\$65.50	45%	0%	\$95.22
100: Fire Admin	Fire Admin: Deputy Chief (Fire)	\$231.10	45%	0%	\$335.97
100: Fire Admin	Fire Admin: Fire Chief	\$270.87	45%	0%	\$393.79
100: Fire Admin	Fire Admin: Management Analyst	\$94.37	45%	0%	\$137.20
100: Fire	Fire: Division Chief (Fire)	\$213.03	25%	58%	\$418.23
100: Fire	Fire: Emergency Preparedness Administrator	\$126.24	25%	58%	\$247.84
100: Fire	Fire: Fire Captain/Paramedic	\$152.71	25%	58%	\$299.80
100: Fire	Fire: Fire Engineer/Paramedic	\$131.19	25%	58%	\$257.56
100: Fire	Fire: Fire Inspector	\$85.15	25%	58%	\$167.17
100: Fire	Fire: Fire Marshal	\$154.30	25%	58%	\$302.92
100: Fire	Fire: Firefighter	\$94.58	25%	58%	\$185.67
100: Fire	Fire: Firefighter/Paramedic	\$111.69	25%	58%	\$219.27
100: Fire	Fire: Senior Fire Inspector	\$100.00	25%	58%	\$196.33
610: Fleet Management Fund	Fleet Fund: Equipment Maintenance Supervisor	\$105.85	46%	0%	\$154.98
610: Fleet Management Fund	Fleet Fund: Equipment Mechanic Ii	\$78.59	46%	0%	\$115.07
100: Human Resources	HR: Executive Assistant	\$74.05	45%	0%	\$107.70
100: Human Resources	HR: Human Resources Analyst	\$102.87	45%	0%	\$149.61
100: Human Resources	HR: Human Resources Director	\$198.78	45%	0%	\$289.11
100: Human Resources	HR: Human Resources Manager	\$154.31	45%	0%	\$224.43
100: Human Resources	HR: Human Resources Technician	\$82.23	45%	0%	\$119.60
100: Human Resources	HR: Senior Human Resources Analyst	\$118.30	45%	0%	\$172.06
601: Insurance Reserve Fund	Insurance Fund: Executive Assistant	\$74.05	23%	0%	\$90.89
601: Insurance Reserve Fund	Insurance Fund: Human Resources Director	\$198.78	23%	0%	\$243.97
601: Insurance Reserve Fund	Insurance Fund: Human Resources Technician	\$82.23	23%	0%	\$100.93
601: Insurance Reserve Fund	Insurance Fund: Risk Manager	\$154.31	23%	0%	\$189.39
605: Information Technology Fund	IT Fund: Applications Analyst	\$105.85	40%	0%	\$147.98
605: Information Technology Fund	IT Fund: Geographic Information Systems Administrator	\$126.24	40%	0%	\$176.50
605: Information Technology Fund	IT Fund: Information Technology Director	\$198.78	40%	0%	\$277.92
605: Information Technology Fund	IT Fund: Office Assistant	\$53.40	40%	0%	\$74.66
605: Information Technology Fund	IT Fund: Senior Management Analyst	\$105.85	40%	0%	\$147.98
605: Information Technology Fund	IT Fund: Technology Specialist	\$93.32	40%	0%	\$130.47
605: Information Technology Fund	IT Fund: Technology Systems Engineer	\$126.24	40%	0%	\$176.50
100: Parks and Rec Admin	P&R Admin: Administrative Analyst	\$79.06	32%	0%	\$104.76
100: Parks and Rec Admin	P&R Admin: Administrative Assistant	\$65.50	32%	0%	\$86.78
100: Parks and Rec Admin	P&R Admin: Marketing Specialist	\$64.55	32%	0%	\$85.53
100: Parks and Rec Admin	P&R Admin: Parks And Recreation Director	\$198.78	32%	0%	\$263.39
100: Parks and Rec Admin	P&R Admin: Senior Management Analyst	\$105.85	32%	0%	\$140.25
100: Parks and Recreation	P&R: Administrative Assistant	\$65.50	53%	53%	\$153.31
100: Parks and Recreation	P&R: Cultural Arts Manager	\$126.24	53%	53%	\$295.51
100: Parks and Recreation	P&R: Recreation Coordinator	\$64.55	53%	53%	\$151.11
100: Parks and Recreation	P&R: Recreation Supervisor	\$80.66	53%	53%	\$188.82
100: Parks and Recreation	P&R: Senior Recreation Manager	\$154.30	53%	53%	\$361.20
100: Parks and Recreation	P&R: Senior Recreation Supervisor	\$108.53	53%	53%	\$254.06
		7200.30	-3/-0	1 -3/-	7-030





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City of Manhattan Beach - User Fee

Fully Burdened Hourly Rate Calculation

		S&B	Fully
		Hourly Department Indirect	Burdened
Department/Fund	Title	Rate OH % OH %	Hourly Rate

Position Rates

	Position Rates				
520: Parking Fund	Parking Fund: Electrician	\$79.49	95%	34%	\$207.36
520: Parking Fund	Parking Fund: Maintenance Assistant	\$47.25	95%	34%	\$123.25
520: Parking Fund	Parking Fund: Maintenance Supervisor	\$105.85	95%	34%	\$276.12
520: Parking Fund	Parking Fund: Maintenance Worker II	\$64.70	95%	34%	\$168.77
520: Parking Fund	Parking Fund: Meter Repair Worker	\$66.27	95%	34%	\$172.89
100: Parking Citations	Parking: Account Specialist II	\$67.53	55%	0%	\$104.44
522: State Pier and Parking Lot Fun	Pier Parking Fund: Maintenance Assistant	\$47.25	31%	25%	\$77.25
522: State Pier and Parking Lot Fun	Pier Parking Fund: Maintenance Supervisor	\$105.85	31%	25%	\$173.05
522: State Pier and Parking Lot Fun	Pier Parking Fund: Maintenance Worker II	\$64.70	31%	25%	\$105.77
522: State Pier and Parking Lot Fun	Pier Parking Fund: Meter Repair Worker	\$66.27	31%	25%	\$108.36
100: Police Admin	Police Admin: Administrative Assistant	\$65.50	5%	0%	\$68.53
100: Police Admin	Police Admin: Background Investigator	\$85.05	5%	0%	\$88.99
100: Police Admin	Police Admin: Executive Assistant	\$74.05	5%	0%	\$77.48
100: Police Admin	Police Admin: Police Captain	\$182.39	5%	0%	\$190.84
100: Police Admin	Police Admin: Police Chief	\$270.87	5%	0%	\$283.42
100: Police Admin	Police Admin: Police Lieutenant	\$166.18	5%	0%	\$173.88
100: Police Admin	Police Admin: Police Sergeant	\$137.24	5%	0%	\$143.60
100: Police Admin	Police Admin: Public Safety Systems Specialist	\$93.32	5%	0%	\$97.65
100: Police Admin	Police Admin: Senior Management Analyst	\$105.85	5%	0%	\$110.75
100: Police Admin	Police Admin: Technology Specialist	\$93.32	5%	0%	\$97.65
100: Police	Police: Administrative Assistant	\$65.50	33%	60%	\$139.04
100: Police	Police: Community Services Officer	\$65.29	33%	60%	\$138.61
100: Police	Police: Crime Analyst	\$94.37	33%	60%	\$200.34
100: Police	Police: Lead Community Services Officer	\$71.82	33%	60%	\$152.47
100: Police	Police: Lead Police Records Technician	\$68.73	33%	60%	\$145.89
100: Police	Police: Office Assistant	\$53.40	33%	60%	\$113.37
100: Police	Police: Park Services Enforcement Officer	\$84.58	33%	60%	\$179.56
100: Police	Police: Police Captain	\$182.39	33%	60%	\$387.18
100: Police	Police: Police Lieutenant	\$166.18	33%	60%	\$352.77
100: Police	Police: Police Officer	\$103.95	33%	60%	\$220.68
100: Police	Police: Police Records Manager	\$126.24	33%	60%	\$267.99
100: Police	Police: Police Records Specialist	\$65.45	33%	60%	\$138.95
100: Police	Police: Police Records Technician	\$65.45	33%	60%	\$138.95
100: Police	Police: Police Sergeant	\$137.24	33%	60%	\$291.33
100: Police	Police: Police Services Officer	\$71.20	33%	60%	\$151.14
100: Police	Police: Police Support Supervisor	\$99.10	33%	60%	\$210.38
100: Police	Police: Property & Evidence Officer	\$74.75	33%	60%	\$158.68
230: Prop. A Fund	Prop A Fund: Recreation Supervisor	\$80.66	36%	12%	\$122.55
230: Prop. A Fund	Prop A Fund: Transportation Services Operator	\$61.86	36%	12%	\$93.98
100: Purchasing	Purchasing: Purchasing Analyst	\$94.37	26%	0%	\$119.01
100: Purchasing	Purchasing: Purchasing Assistant	\$65.50	26%	0%	\$82.59
100: Purchasing	Purchasing: Purchasing Supervisor	\$108.53	26%	0%	\$136.86
100: Public Works Admin	PW Admin: Administrative Assistant	\$65.50	8%	0%	\$70.45
100: Public Works Admin	PW Admin: Executive Assistant	\$74.05	8%	0%	\$79.66
100: Public Works Admin	PW Admin: Field Operations Manager	\$154.30	8%	0%	\$165.98
100: Public Works Admin	PW Admin: Maintenance Inspector	\$82.67	8%	0%	\$88.93
100: Public Works Admin	PW Admin: Public Works Director	\$198.78	8%	0%	\$213.83
100: Public Works Admin	PW Admin: Solid Waste Administrator	\$126.24	8%	0%	\$135.80
100: Public Works Admin	PW Admin: Utilities Manager	\$154.30	8%	0%	\$165.98
100: Public Works Admin	PW Admin: Wastewater Supervisor	\$105.85	8%	0%	\$113.86
100: Public Works	PW: Administrative Analyst	\$79.06	75%	26%	\$173.49
100: Public Works	PW: Associate Engineer	\$113.47	75%	26%	\$248.99
100: Public Works	PW: City Engineer	\$187.98	75%	26%	\$412.48
100: Public Works	PW: Engineering Technician II	\$82.52	75%	26%	\$181.07
		902.02	. 3/0		7101.07





Ax(1+B)x(1+C)

City of Manhattan Beach - User Fee

Fully Burdened Hourly Rate Calculation

		S&B	Fully
		Hourly Department Indirect	Burdened
Department/Fund	Title	Rate OH % OH %	Hourly Rate

		Hourly	Department	indirect	Burdened
Department/Fund	Title	Rate	OH %	OH %	Hourly Rate
	Position Rates				
	r osition nates				
100: Public Works	PW: Field Operations Supervisor	\$116.44	75%	26%	\$255.50
100: Public Works	PW: Lead Maintenance Worker	\$73.02	75%	26%	\$160.22
100: Public Works	PW: Maintenance Assistant	\$47.25	75%	26%	\$103.68
100: Public Works	PW: Maintenance Supervisor	\$105.85	75%	26%	\$232.26
100: Public Works	PW: Maintenance Worker II	\$64.70	75%	26%	\$141.96
100: Public Works	PW: Management Analyst	\$94.37	75%	26%	\$207.08
100: Public Works	PW: Principal Civil Engineer	\$154.30	75%	26%	\$338.58
100: Public Works	PW: Public Works Inspector	\$82.67	75%	26%	\$181.40
100: Public Works	PW: Senior Civil Engineer	\$126.24	75%	26%	\$277.01
100: Public Works	PW: Senior Management Analyst	\$105.85	75%	26%	\$232.26
100: Public Works	PW: Urban Forester	\$105.85	75%	26%	\$232.26
100: Revenue Services	Revenue: Account Specialist II	\$67.53	24%	0%	\$83.62
100: Revenue Services	Revenue: Lead Account Specialist	\$75.00	24%	0%	\$92.87
100: Revenue Services	Revenue: Revenue Services Supervisor	\$108.53	24%	0%	\$134.38
503: Sewer Fund	Sewer Fund: Administrative Assistant	\$65.50	68%	38%	\$151.47
503: Sewer Fund	Sewer Fund: Electrician	\$79.49	68%	38%	\$183.83
503: Sewer Fund	Sewer Fund: Lead Maintenance Worker	\$73.02	68%	38%	\$168.87
503: Sewer Fund	Sewer Fund: Lead Sewer Maintenance Worker	\$74.72	68%	38%	\$172.80
503: Sewer Fund	Sewer Fund: Senior Management Analyst	\$105.85	68%	38%	\$244.79
503: Sewer Fund	Sewer Fund: Sewer Maintenance Worker	\$67.92	68%	38%	\$157.06
503: Sewer Fund	Sewer Fund: Water Compliance Supervisor	\$108.53	68%	38%	\$250.99
502: Stormwater Fund	Storm Fund: Administrative Assistant	\$65.50	76%	19%	\$137.11
502: Stormwater Fund	Storm Fund: Maintenance Assistant	\$47.25	76%	19%	\$98.91
502: Stormwater Fund	Storm Fund: Maintenance Supervisor	\$105.85	76%	19%	\$221.59
502: Stormwater Fund	Storm Fund: Maintenance Worker II	\$64.70	76%	19%	\$135.44
502: Stormwater Fund	Storm Fund: Senior Management Analyst	\$105.85	76%	19%	\$221.59
502: Stormwater Fund	Storm Fund: Sewer Maintenance Worker	\$67.92	76%	19%	\$142.18
100: Utility Billing	Utility Billing: Account Specialist II	\$67.53	81%	0%	\$121.94
501: Water Fund	Water Fund: Administrative Assistant	\$65.50	39%	17%	\$107.18
501: Water Fund	Water Fund: Electrician	\$79.49	39%	17%	\$130.08
501: Water Fund	Water Fund: Lead Water System Operator	\$84.20	39%	17%	\$137.78
501: Water Fund	Water Fund: Lead Water Treatment Operator	\$80.86	39%	17%	\$132.31
501: Water Fund	Water Fund: Senior Management Analyst	\$105.85	39%	17%	\$173.21
501: Water Fund	Water Fund: Utilities Technician	\$82.52	39%	17%	\$135.03
501: Water Fund	Water Fund: Water Compliance Supervisor	\$108.53	39%	17%	\$177.60
501: Water Fund	Water Fund: Water Meter Technician	\$60.22	39%	17%	\$98.54
501: Water Fund	Water Fund: Water Supervisor	\$105.85	39%	17%	\$173.21
501: Water Fund	Water Fund: Water System Operator II	\$71.20	39%	17%	\$116.51
501: Water Fund	Water Fund: Water System Operator III	\$76.54	39%	17%	\$125.26
501: Water Fund	Water Fund: Water Treatment Operator	\$74.70	39%	17%	\$122.24





Appendix C - Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees, services, and penalties in which the full cost, existing fee, and suggested fee is listed as "NA," the amount or percentage was not calculable. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one-to-one basis, a full cost was not calculated (for penalties, fines, market-based fees, or items not included in the study), or when there is not a current fee amount to compare against.

	FY 24/25 Budgeted	Indirect		FY 24/25 Budgeted	Current Cost
Department/Division	Cost	Overhead	Total Cost	Revenue	Recovery
MS - City Clerk	999,445	-	999,445	5,000	1%
Citywide Fees	NA	NA	768,339	459,551	60%
CD - Building	3,647,153	1,250,941	4,898,094	4,622,868	94%
CD - Planning	1,844,250	632,561	2,476,811	593,805	24%
CD - Traffic Engineering	490,570	168,261	658,831	70,000	11%
Fire	700,894	404,195	1,105,089	403,386	37%
Parks & Recreation	7,275,018	3,853,601	11,128,619	4,718,407	42%
Police	26,953,913	16,040,664	42,994,577	2,827,250	7%
Public Works	8,782,509	2,245,118	11,027,627	975,700	9%
TOTAL	50,693,752	24,595,341	76,057,432	14,675,967	19%

Projected	Updated
Revenue	Cost
Change*	Recovery
•	1%
308,788	100%
275,226	100%
517,636	45%
188,626	39%
(125,484)	25%
6,397	42%
35,636	7%
295,459	12%
1,502,284	21%

Based on results from the User Fee Study, adjusting the citywide user fees would allow the City to realize an estimated \$1,502,284 in additional user fee revenue recovered annually that would have otherwise been subsidized by the City.

^{*}The above table does not include revenue effects of new fees as participation is unknown





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City of Manhattan Beach



Cost Allocation Plan

FINAL REPORT APRIL 2025





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Certification of Cost Allocation Plan

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal 3/10/2025 to establish cost allocations or billings for Fiscal Year 2024-2025 are allowable in accordance with the requirements of this Part and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit:	City of Manhattan Beach	
Signature:		
Name of Official:		
Title:		
Date of Execution:		





Executive Summary

This cost allocation plan ("CAP") summarizes a comprehensive analysis that has been completed for the City of Manhattan Beach, California (the "City") to determine the appropriate allocation of costs from central service departments to the operating departments. The primary objective is to allocate costs from departments that provide services internally to operating departments that conduct the day-to-day operations necessary to serve the community. The internal service costs typically represent (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the central service departments.

To ensure central service department costs are appropriately allocated to the operating departments, Willdan analyzed the City's cost code structure to determine which types of costs are allowable versus unallowable in accordance with standard and accepted cost allocation principles. The term "allocable costs" as used herein, applies to costs that are allowable for allocation. Internal Service allocations to the operating departments are not included in the total central service allocation column below and as such are not included in the indirect cost rates listed.

The study is comprised of two separate allocation plans. Table 1 is the summary results of the allocation in compliance with the Office of Management and Budget Super Circular (the OMB Super Circular) and CFR Part 200 (Cost Principles). Table 2 that follows is the summary results of the full plan. The report below includes descriptions of the differences between the two plans, their separate purposes, and specific details of when the plans deviate from each other.





Table 1: Allocated Costs to Recipient Departments (OMB Compliant CAP)

Allocated Cost Summary

Fiscal Year 2024-2025

Allocated Cost Sulfillially	FISCAI 1 CAI 2024-2025		
		Direct Cost Base Modified Total Direct	Indirect Cost
Operating Department / Division / Fund	Total Allocation	Cost	Rate
	\$28,873,759	\$82,633,232	35%
100: Business Licensing	\$17,894	\$136,696	13%
100: Community Development	\$1,899,540	\$6,945,349	27%
100: Fire	\$5,382,665	\$12,075,666	45%
100: Parks and Recreation	\$3,488,041	\$7,275,018	48%
100: Police	\$12,033,667	\$26,563,263	45%
100: Public Works	\$1,904,983	\$8,762,509	22%
201: Street Lighting & Landscape Fu	\$58,352	\$607,364	10%
205: Gas Tax Fund	\$53,152	\$0	
210: Asset Forfeiture Fund	\$2,421	\$78,000	3%
211: Police Safety Grants Fund	\$9,826	\$215,000	5%
220: Grants Fund	\$66,437	\$0	
230: Prop. A Fund	\$74,768	\$741,634	10%
231: Prop. C Fund	\$34,437	\$0	
232: AB 2766 Air Quality Fund	\$611	\$0	
233: Measure R	\$24,723	\$0	
234: Measure M	\$99,923	\$0	
240: Measure W	\$11,818	\$0	
401: Capital Improvement Fund	\$94,574	\$0	
501: Water Fund	\$2,021,630	\$13,391,830	15%
502: Storm Drain Fund	\$241,643	\$1,495,912	16%
503: Sewer Fund	\$609,028	\$1,789,854	34%
520: Parking Fund	\$553,744	\$1,774,444	31%
521: County Parking Lots Fund	\$71,723	\$243,444	29%
522: State Pier and Parking Lot Fun	\$118,159	\$537,249	22%





Table 2: Allocated Costs to Recipient Departments (Full CAP)

Allocated Cost Summary

Fiscal Year 2024-2025

1 2		. 10001 1001	
		Direct Cost Base	
Operating Department / Division /		Modified Total Direct	Indirect Cost
Fund	Total Allocation	Cost	Rate
	\$35,994,782	\$82,830,934	43%
100: Business Licensing	\$22,724	\$136,696	17%
100: Community Development	\$2,382,192	\$6,945,349	34%
100: Fire	\$6,963,860	\$12,075,666	58%
100: Parks and Recreation	\$3,853,601	\$7,275,018	53%
100: Police	\$15,808,183	\$26,563,263	60%
100: Public Works	\$2,240,005	\$8,762,509	26%
201: Street Lighting & Landscape Fu	\$67,805	\$607,364	11%
205: Gas Tax Fund	\$55,350	\$0	
210: Asset Forfeiture Fund	\$3,105	\$78,000	4%
211: Police Safety Grants Fund	\$11,775	\$215,000	5%
220: Grants Fund	\$68,485	\$0	
230: Prop. A Fund	\$88,823	\$769,417	12%
231: Prop. C Fund	\$36,825	\$0	
232: AB 2766 Air Quality Fund	\$631	\$0	
233: Measure R	\$26,035	\$0	
234: Measure M	\$103,958	\$0	
240: Measure W	\$12,378	\$0	
401: Capital Improvement Fund	\$99,403	\$0	
501: Water Fund	\$2,348,499	\$13,482,702	17%
502: Storm Drain Fund	\$282,280	\$1,508,618	19%
503: Sewer Fund	\$692,513	\$1,831,055	38%
520: Parking Fund	\$610,228	\$1,790,634	34%
521: County Parking Lots Fund	\$82,801	\$248,543	33%
522: State Pier and Parking Lot Fun	\$133,325	\$541,100	25%





Introduction

In the early 1970s, the cost allocation plan concept was introduced to many government agencies. The purpose of a typical cost allocation plan is to identify costs related to rendering internal central support services and allocate those costs to operating departments or programs that utilize and benefit from them, in a fair and equitable manner.

Before indirect costs and central support service charges may be claimed for reimbursement by an operating department, there must be some formal means of identifying, accumulating and distributing these types of costs to all benefiting departments. Regardless of whether an agency has a formal comprehensive cost accounting system, the best method of accumulating, identifying, and determining a distribution of indirect costs is a cost allocation plan.

A City is made up of many departments, each with their own specific purposes or functions. Departments whose primary function is to provide support internally to other City departments are called central services. Examples of central services are Human Resources, City Manager, Accounting, and City Council. Within these groups there are numerous functions performed that provide support to the direct cost centers. The direct cost centers, or departments and funds, that require support from Central Services and provide services directly to the community through their day-to-day operations, are called operating departments. Examples of operating departments are Police, Public Works, Community Development, and Parks and Recreation. The cost allocation plan allocates the costs of the central services to the operating departments based on the nature of the functions of each central service, upon which the operating departments depend. This is done to determine the total cost associated with providing direct services. The overall goal of the cost allocation plan process is to allow cities to allocate a portion of the central service costs to the operating departments, thus 1) accounting for "all" costs, direct and indirect, for each operating department, and 2) facilitating the calculation of a fully burdened cost estimate of providing services to the public.

The purpose of this study is to:

- Identify the central support and operating departments in the City;
- Identify the functions and services provided by the central departments;
- Identify allocable and non-allocable costs associated with the City's central service departments;
 and
- Distribute those costs to operating entities in a fair and equitable manner.





Approach

Methodology

The way in which each Indirect Service provides support to the operating departments is determined in order to perform allocations in a manner consistent with the nature of that Indirect Service. This ensures that the costs can be allocated to each operating department in a fair and equitable way. The cost allocation plan identifies the functions of each central service department, and then determines a methodology to allocate or spread the central service costs in a manner that best represents the nature of those functions. The mathematical representations of central service functions used to allocate indirect costs are commonly called distribution bases. A distribution basis is a set of data displayed as the level of measure of each department's participation in a specific activity or City function. This basis is then used to distribute costs that reasonably relate to the activity or City function that the basis represents. Some examples of distribution bases are salary and benefits costs, number of full-time equivalent employees, frequencies of City council agenda items, and number of processed transactions. The data sets associated with these distribution bases for each department are collected to facilitate the allocation of indirect costs.

The methodology used for this cost allocation plan is the iterative method, which is one of the most equitable methods for allocating costs from central services to operating departments. While not used as prevalently as simpler allocation methods, it is widely considered to be the most accurate. The iterative method utilizes a recursive application of central service cost distribution to allocate indirect costs. In the first step, the allocable costs of central service departments are identified and distributed to *all* departments including the central service departments themselves, based on the appropriate allocation bases that were selected to represent the manner in which central services are utilized. This is repeated ad infinitum until all costs have been distributed to the operating departments, and none remain with the central service departments.

As an example, consider the allocation of central service costs associated with the City Treasurer. The function of the City Treasurer is identified, and the reasonable distribution basis is determined to be the total revenues per department and fund. The allowable costs are then distributed to all City departments and funds based on their proportional share of revenues, including other central services. The costs allocated from central service to central service in the initial allocation are then allocated out using the same distribution methodology. This function is performed as many times as necessary until all costs for the City Treasurer have been allocated.

All central service departments are treated equally. That is to say, this method is performed concurrently for the allowable costs in each of the central service departments for each iteration until all costs associated with the central service departments have been allocated to each direct service department. The method is complete when the total amount of allocable costs remaining in the central service departments is equal to zero.





Applications

Public agencies use cost allocation plans for many purposes such as internal accounting, the justification of user fees, application for reimbursement from federal programs or the determination of administrative effort associated with special districts and/or municipal service activities. In many of these cases, the agency will be required to certify that the costs identified are "reasonable". Per the *Code of Federal Regulations*, a cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when determining the amount that a public agency should be reimbursed for central service overhead activities associated with a federally funded program. Additionally, public agencies should consider special care to only identify the portion of central service costs that have not been reimbursed through other means (such as grants, user fee revenues, transfers from other departments or internal service funds) to avoid double-counting. These cost reductions are done before the allocation methodologies are used and are detailed within the model itself.

OMB Super Circular and 2 CFR Part 200

This report details the allocations for two separate cost allocation plans. The primary model, presented in text and tables in the below sections and in Appendix A, provides a plan that complies with the Office of Management and Budget Super Circular (the OMB Super Circular) and CFR Part 200 (Cost Principles) that are used to determine central overhead costs incurred while carrying out activities associated with Federal awards, cost reimbursement contracts and some other intergovernmental agreements (as required). The secondary model presented in Appendix B of this report is the full cost allocation plan, which the City should use for standard City operations and budgeting. Unless otherwise indicated, the details of this report and Appendix A contain the OMB compliant allocation plan. The Appendix B tables contain the full cost plan and utilizes the same distribution methodology as the OMB Compliant plan. While the overall methodology used for both plans is the same, there are specific guidelines that require additional cost exemptions for OMB Super Circular compliance outside of what was done for the full cost plan. Where such exemptions are done in the methodology has been explained below. Some commonly encountered examples that are usually exempt under OMB Super Circular guidelines are:

- General Advertising
- Bad Debt
- Contingencies
- Litigation
- Debt Service
- Entertainment
- Capital
- Lobbying
- Legislative Body (City Council)
- Promotional Items





Central Service Departments

Nineteen (19) central service functions were identified for the purposes of this cost allocation plan:

- Accounting
- City Attorney
- City Clerk
- City Council
- City Manager
- City Treasurer
- Civic Engagement
- Community Development Administration
- Finance Administration
- Fire Administration
- Human Resources
- Parking Citation
- Parks and Recreation Administration
- Police Administration
- Public Works Administration
- Purchasing
- Revenue Services
- Utility Billing
- Depreciation





Distribution Bases

Distribution bases are the allocation factors that may be used to distribute the allocable costs to all departments and funds. As discussed previously, distribution bases are measurable and readily available data that are utilized to represent activities or functions, and which are then used to distribute costs matching that activity or function. Below are the bases that were analyzed in this study and used to allocate Central Services costs to operating departments.

- <u>Number of FTE Employees</u> The number of full-time equivalent personnel for each department and fund.
- Modified Total Direct Cost The total allowable expenditures budgeted for each department and fund for Fiscal Year 2025 which excludes capital and debt, and transfers.
- <u>Total Revenues</u> The total revenues for each department and fund for the Fiscal Year 2025 budget.
- <u>FY2324 Expenditure Actuals</u> The total allowable expenditures actuals for each department and fund for Fiscal Year 2023-2024.
- Warehouse Purchase Costs The total expenditures for each department and fund under cost object 54102, Warehouse Inventory Purchases, for the Fiscal Year 2025 budget.
- <u>Total Invoices</u> The total number of invoices processed for each department and fund for a year.
- <u>Total Public Records Act Requests</u> The total number of Public Records Act requests for each department and fund for a year.
- <u>Total Purchase Orders</u> The total number of purchase orders processed for each department and fund for a year.
- <u>Total Contracts</u> The total number of contracts for each department and fund for a year.
- Total Bids

 The total number of bids for each department and fund for a year.
- <u>Total Number of Purchase Orders</u> The total number of purchase orders processed for each department and fund for a year.
- <u>Total Number of P-Card Transactions</u> The total number of P-Card transactions for each department and fund for a year.
- <u>Direct Allocations</u> Specific central service functions were identified by the City to be allocable directly to specific departments and funds they support. For direct allocations among multiple departments and funds, the allocation was split by a percentage, modified total direct cost was used, and/or the number of full-time equivalent personnel was used.
- <u>Depreciation</u> The total annual depreciation of fixed assets for each department and fund. Assets
 included in the dataset only included those that do not have other funding sources.





Allocable Costs and Distribution Bases

Allocable Costs

Table 3 identifies the allocable cost of each central service department for the OMB compliant allocation plan, with the total allocable costs for this study being \$34,021,364. The total expenditures from the central service departments were \$37,154,708. However, \$3,133,344 of the expenditures identified as unallowable by the 200 CFR Part 200 and have been excluded from allocation for the OMB compliant plan. The primary exclusions were related to City Council and the Civic Engagement support functions, litigation, election, debt service, employee awards, transfers, and capital projects and equipment costs. The remaining amount was distributed to the operating departments and the central services departments by distribution factor(s) that best represents the functions of each central service department and the demand placed on that central service by all City departments, as previously described in the Methodology section of this report. The allocation methodology for each central service is detailed in the following section of this report.

Table 3: Allocable Cost Summary

Allocable Cost Summary - Central Services

Fiscal Year 2024-2025

	 Total Cost	Unallocable Cost	 Illocable Cost
Summary	\$ 37,154,708	\$ 3,133,344	\$ 34,021,364
Central Service			
100: Accounting	1,062,556	1,500	1,061,056
100: City Attorney	1,521,455	490,960	1,030,495
100: City Clerk	999,445	177,100	822,345
100: City Council	585,067	585,067	-
100: City Manager	1,370,489	-	1,370,489
100: City Treasurer	58,881	-	58,881
100: Civic Engagement	656,691	656,691	-
100: Community Development Admin	1,278,562	4,000	1,274,562
100: Finance Admin	1,571,392	2,700	1,568,692
100: Fire Admin	5,654,335	79,500	5,574,835
100: Human Resources	2,032,287	35,000	1,997,287
100: Parking Citations	202,857	-	202,857
100: Parks and Rec Admin	3,300,162	477,500	2,822,662
100: Police Admin	11,269,933	260,030	11,009,903
100: Public Works Admin	3,383,835	362,096	3,021,739
100: Purchasing	494,623	1,200	493,423
100: Revenue Services	657,042	-	657,042
100: Utility Billing	208,628	-	208,628
Depreciation	846,468	-	846,468





Central Service Allocation Methodology

The first step of the iterative allocation method is to distribute the allocable costs of the central service departments to other central service departments and operating departments based on the distribution methodology and bases that best represent the activity of the central service, and the functions it serves. The sections below describe each central service and the methodology used to allocate their costs. Corresponding tables detailing each distribution are attached in the Appendices as tables A-1 through A-3 for the OMB compliant plan and B-1 for the full cost plan.

Section 1: Accounting

The Accounting Division's primary responsibilities are the maintenance and control of the general ledger, accounts payable and payroll, and to ensure accountability as well as the timely provision of accurate financial information. The Division is the liaison between the City and its external auditors, and works closely with Finance Administration to prepare the City's Annual Comprehensive Financial Report (ACFR). The City has been the recipient of the Government Finance Officers Association (GFOA) award for the Certificate of Achievement for Excellence in Financial Reporting for over 20 years. The Accounting Division also participates in budget development by providing historical and projected financial and payroll information, issues standard monthly revenue and expenditure reports for internal customers, and generates reports required by external customers, including other governmental agencies, rating agencies, and the public. In addition, the Division accounts for the City's grants and related projects in conjunction with other departments.

All City disbursements are the end product of accounts payable and payroll operations and are reflected by the weekly generation of vendor and employee checks. The accounts payable processes include: maintenance of vendor files; disposition of purchase orders and coordination with the Purchasing Division; assisting departments with queries and payment setup; and issuance of 1099 tax forms at calendar year end. Since the inception of the purchasing card (Pcard) program, there has been a reduction in number of accounts payable checks issued. Payroll processes include: monitoring of the Fair Labor Standards Act; Federal and State tax requirements; calculation of deductions and benefits; direct deposit of payroll; issuance of W-2 tax forms; and implementation of labor agreement provisions.

The Division's accounting function involves the maintenance of the City's general ledger, including the generation and posting of journal entries, preparation of monthly and annual reports, and reconciliation of bank accounts. Specific responsibilities include preparation of State Controller Reports, Streets and Highways Report, MTA Reports, submission of direct assessments to the county, and bond/debt service accounting.

Allocation Method

Based on the assessment of the functions of the Accounting Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

• Fifty percent (50%) of the allocable cost was allocated based on the number of full-time equivalents and with Police sworn full-time equivalents counted as double for each department and fund.





- Thirty percent (30%) of the allocable cost was allocated on the total number of invoices processed for each department and fund.
- Twenty percent (20%) of the allocable cost was allocated based on the amount of FY 2023-2034 expenditure actuals for each department and fund.

100: Accounting

FTE's (2x PS)	50%
Total Invoices	30%
FY2324 Expenditure Actuals	20%

Section 2: City Attorney

The City Attorney's Office consists of a contracted City Attorney who provides legal services on a flat retainer basis and who is admitted to practice law by the California Bar Association and experienced in the practice of Municipal Law. City Prosecution services are provided by the contracted City Attorney on an as-needed hourly basis. Through contracted services, the City Attorney's Office prosecutes violations of the City Municipal Code. As required by state law, state misdemeanor and felony violations are prosecuted by the Los Angeles County District Attorney's Office.

The City Attorney's Office drafts ordinances, resolutions and agreements as well as provides general legal services and advice, oral and written, to the City Councilmembers and City departments on a daily and routine basis. Attorneys specializing in areas of litigation, land use, real estate, finance, California Environmental Quality Act, California Coastal Act, public works, labor and other specialties are all available to the City Manager, City departments and the City Council at any time. The City Attorney also oversees outside counsel.

The City Attorney serves as advisor by providing legal representation at City Council meetings, and on an asneeded basis to other boards, committees and commissions. The City Attorney also attends weekly City Manager Department Head meetings and other meetings as requested, and provides support to Risk Management in processing claims as well as other departments as needed for legal services. Additionally, the City Attorney assists the City Clerk's office with the processing and management of Public Records Act requests.

Allocation Method

Based on the assessment of the functions of the City Attorney, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Fifty percent (50%) of the allocable cost was allocated based on the number of full-time equivalents for each department and fund.
- Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct cost for each department and fund.





100: City Attorney

Total FTE's	50%
Modified Total Direct Cost	50%

Section 3: City Clerk

The City Clerk's Office is dedicated to collaborating with City officials and the public to ensure that open and effective government standards are in place to secure the public trust, and provide a system of transparency, public participation and accountability. The City Clerk serves as the greatest resource of information for the public, City Council, City staff and other governmental agencies; manages legal requirements for public notices and the filing of referendums and initiatives; and keeps complete and accurate records of City Council proceedings.

The City Clerk's Office works diligently with the City's Information Technology Department to provide broadcasting of City Council and Planning Commission meetings on Manhattan Beach Local Community Cable, Spectrum Channel 8 and Frontier Communications Channel 35, and the City Website Live Streaming Video, and YouTube to ensure access to public information and the local government process. As the custodian of the City's official records, the office maintains all official City archives and legislative history, and ensures the preservation, protection and integrity of the public records.

The City Clerk is also the City's Election Officer, and as such, conducts and certifies the City's municipal elections for six elected offices (5 City Council and 1 City Treasurer).

Allocation Method

Based on the assessment of the functions of the City Clerk, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Fifty percent (50%) of the allocable cost was allocated based on the number of full-time equivalents for each department and fund.
- Fifty percent (50%) of the allocable cost was allocated based on the total number of public records acts for each department and fund.

100: City Clerk

Total FTE's	50%
Total PRA	50%





Section 4: City Council

The City of Manhattan Beach is a general law City and operates under the Council-Manager form of government. The five-member City Council is elected at-large to serve four-year terms. The Mayor's office is rotated among all Councilmembers which provides approximately nine and one-half months of service as Mayor during each Councilmember's four-year term of office. As elected officials, the City Councilmembers represent the citizens of Manhattan Beach in the governing process and act on their behalf with regard to regional and local, as well as State and Federal issues.

The City Council is the legislative authority and sets the policies under which the City operates. Responsibilities of the City Council include enacting legislation such as local laws and ordinances; approving City programs; adopting the City's capital improvement plan and operating budget; and appropriating the funds necessary to provide services to the City's residents, businesses and visitors. The City Council provides leadership through policy development regarding the current practices and future direction of the City. The City Council convenes regular meetings on the first and third Tuesday of each month and holds occasional special meetings. The City Council appoints the City Manager and City Attorney, as well as the members of the City's six advisory boards and commissions.

Allocation Method

Based on the assessment of the functions of the City Council, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Fifty percent (50%) of the allocable cost was allocated based on the number of full-time equivalents for each department and fund.
- Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct cost for each department and fund.
- For the OMB plan the costs of City Council are not allocated to ensure OMB compliance.

100: City Council

Total FTE's	50%
Modified Total Direct Cost	50%

Section 5: City Manager

The City Manager is appointed by the City Council to carry out its policies and to ensure that the community is served in a responsive manner. The City Manager's office is responsible for providing support and advice to the City Council, offering leadership and legislative policy support for all departments, fostering community partnerships and interagency collaboration, championing efforts to increase civic engagement efforts and ensuring organizational development and resiliency.

Allocation Method

Based on the assessment of the functions of the City Manager's Office, it is reasonable to distribute the allocable cost by using the method(s) described below.





- Fifty percent (50%) of the allocable cost was allocated based on the number of full-time equivalents for each department and fund.
- Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct cost for each department and fund.

100: City Manager

Total FTE's	50%
Modified Total Direct Cost	50%

Section 6: City Treasurer

The City Treasurer is elected at-large and serves a four-year term. Along with Finance staff, the Treasurer administrates all City funds and provides accountability to the citizens of Manhattan Beach. The Treasurer's responsibilities include investment of idle funds; reporting such activities to the City Council; and serving as Chair of the Finance Subcommittee.

The Treasurer oversees the City's \$115 to \$135 million investment portfolio. The investment portfolio contains instruments such as Federal Agencies, high-grade corporate bonds and Treasury notes. The State's Local Agency Investment Fund is also used to ensure proper cash flow and liquidity. While investment yields have dropped to some of the lowest levels in history, the City's investment strategy continues to place emphasis on safety and liquidity.

Allocation Method

Based on the assessment of the functions of the City Treasurer, it is reasonable to distribute the allocable cost by using the method(s) described below.

• One hundred percent (100%) of the allocable cost was allocated based on the amount of revenues for each department and fund.

100: City Treasurer

Total Revenues	100%
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Section 7: Civic Engagement

The City's Civic Engagement Division is a critical component of strengthening the City's relationship with the residents, businesses, and the community as a whole. Through strategic initiatives and innovative approaches, the Civic Engagement Division aims to enhance public participation, promote civic pride, and ensure that residents are well-informed about city programs, services, and policies.

The Division proactively informs stakeholders of what the City is doing to meet their needs and to improve and expand employee, resident, and business engagement through multiple channels. The Division administers Citywide internal and external strategic outreach via digital and print media, manages media relations and outreach, covers special events, maintains the City's website, advances the City's brand identity, and produces City videos. The Division is inclusive of graphic design, television, print, web





advertising, marketing, public and community relations, as well as citizen and employee participation and outreach.

The Division is responsible for: managing the City's social media channels (Facebook, Twitter, Instagram, YouTube, LinkedIn, and Nextdoor), developing merchandise for purchase, writing press releases, and producing and editing video content. The Division also manages special projects involving internal and external surveys, and employee and resident engagement. Additionally, the Civic Engagement Division seeks to promote and market the City's activities, beach life style and family friendly environment.

Allocation Method

Based on the assessment of the functions of the City Engagement, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Fifty percent (50%) of the allocable cost was allocated based on the number of full-time equivalents cost for each department and fund.
- Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct cost for each department and fund.
- For the OMB plan the costs of Civic Engagement are not allocated to ensure OMB compliance.

100: Civic Engagement

Total FTE's	50%
Modified Total Direct Cost	50%

Section 8: Community Development Administration

The Administration Division of the Community Development Department manages and provides operational support to the Planning, Building and Safety, Traffic Engineering, and Environmental Sustainability Divisions. Administration guides the Department's staff members and interns to ensure collaborative work internally among staff and externally with the public. Additionally, Administration oversees time cards/payroll, accounting, policy development, budget preparation and management, operational needs, communications, reporting, intra-departmental projects and studies, and supports the Planning Commission, Parking and Public Improvements Commission, and Board of Building Appeals.

Allocation Method

Based on the assessment of the functions of the Community Development Administration Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

• One hundred percent (100%) of the allocable cost was allocated based on the number of full-time equivalents of each department and funds that Community Development Administration supports.

100: Community Development Admin

CD Admin FTE	100%
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Section 9: Finance Administration

The Administration Division of Finance safeguards and accurately accounts for City assets, prepares the annual City Budget, financial reports, and completes special financial projects, such as bond issuance, while ensuring compliance with municipal finance regulations and maintaining the City's financial policies. Administration staff also manages the investment of City funds in conjunction with the elected City Treasurer, debt issuance and management, and assists with the creation of the annual financial report in cooperation with the Accounting Division. Additionally, Administration oversees and supports the other divisions in the Finance Department.

Allocation Method

Based on the assessment of the functions of Finance Administration Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct cost for each department and fund.
- Fifty percent (50%) of the allocable cost was allocated based on the amount of FY 2023-2034 expenditure actuals for each department and fund.

100: Finance Admin

Modified Total Direct Cost	50%
FY2324 Expenditure Actuals	50%

Section 10: Fire Administration

Fire Administration's function is to assist Department Divisions in achieving their respective budgeted objectives. The Fire Chief manages the Administrative Division and is responsible for providing leadership and support to all staff and personnel. This is accomplished through personnel support services, staff training and development, procurement, budgetary control, information and data management, strategic planning, supporting volunteer programs, and emergency management of major local and regional incidents.

Annual priorities are established in conjunction with the City Manager's office in order to maximize operational efficiencies. Fire Administration works closely with the Finance Department to minimize any fiscal impact to the community while simultaneously improving community services. The Fire Department continues to be the lead Department for emergency response training, including the federally mandated National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS) training. Our Emergency Operations Center procedures will continue to be improved and updated.

Allocation Method

Based on the assessment of the functions of the Fire Administration Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

• One hundred percent (100%) of the allocable cost was allocated based on the number of full-time equivalents of each department and funds that Fire Administration supports.





100: Fire Admin

Fire A	Admin FTE's	100%
Fire F	AUIIIII FIE S	100%

Section 11: Human Resources

The Human Resources Department supports the City's most valuable resource and strives to create a safe and collaborative working environment in which employees can maximize their potential. The Human Resources (Administration) and Risk Management divisions work together to mitigate City liability and enhance employee engagement and commitment. The services for employees and City departments include recruitment and selection, benefits administration, classification and compensation, employee and labor relations, training and safety training, leadership development, employment/labor legal compliance, risk management, wellness initiatives, and workers' compensation.

Allocation Method

Based on the assessment of the functions of the Human Resources Department, it is reasonable to distribute the allocable cost by using the method(s) described below.

• One hundred percent (100%) of the allocable cost was allocated based on the number of full-time and part time equivalents for each department and fund.

100: Human Resources

FTE's & Part time @ .50 FTE	100%
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Section 12: Parking Citations

The Parking Fund is used to account for the general operations and maintenance of City parking lots and spaces. The Parking Fund also accounts for the revenue generated by City parking lots and spaces. The Parking Fund contains reserves for the Business Improvement Districts (BIDs) to be used for their approved activities.

Allocation Method

Based on the assessment of the functions of Parking Citations, it is reasonable to distribute the allocable cost by using the method(s) described below.

One hundred percent (100%) of the allocable cost was allocated directly to the Parking Fund.

100: Parking Citations

Direct to Parking Fund	100%
Direct to Farking Faria	

Section 13: Parks and Recreation Administration

The Administration Division oversees all operating functions of the Department including administration of capital improvement projects; coordination of the Parks & Recreation Commission, Library Commission,





Cultural Arts Commission, and ad-hoc committees; budget development; film permits, activity registration and facility reservations, department marketing and coordination of Citywide community events. This division provides vision, direction, and support resources to Department staff.

Allocation Method

Based on the assessment of the functions of the Parks and Recreation Administration Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

• One hundred percent (100%) of the allocable cost was allocated based on the amount of modified total direct cost of each department and funds that Parks and Recreation Administration supports.

100: Parks and Rec Admin

Parks and Rec Admin MTDC	100%
Tarks and neer armin wilde	100/0

Section 14: Police Administration

The Police Administration & Investigations Bureau functions include Personnel and Training, Professional Standards, Technical Support Services, Property and Evidence, Dispatch Services, Community Affairs, and Investigations.

Allocation Method

Based on the assessment of the functions of the Police Administration Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

• One hundred percent (100%) of the allocable cost was allocated based on the number of full-time equivalents of each department and funds that Police Administration supports.

100: Police Admin

Police Admin FTE's	100%

Section 15: Public Works Administration

The Administrative Division is responsible for determining the policies and programs of the Public Works Department. Specifically, planning, organizing, directing and coordinating operations. The department work plan, operational budget, and Capital Improvement Plan are managed by the Administrative team. Additional core tasks include payroll, purchasing, HR-supported functions, solid waste program management, and public records requests.

Allocation Method

Based on the assessment of the functions of the Public Works Administration Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

• Fifty percent (50%) of the allocable cost was allocated based on the amount of modified total direct cost of each department and funds that Public Works Administration supports.





• Fifty percent (50%) of the allocable cost was allocated based on the number of full-time equivalents of each department and funds that Public Works Administration supports.

100: Public Works Admin

PW Admin MTDC	50%
PW Admin FTE's	50%

Section 16: Purchasing

The Purchasing Division is responsible for procuring and managing the acquisition of materials and contracted services while ensuring the judicious utilization of public funds through competitive processes and cooperative purchasing agreements. Additionally, the Division provides assistance to departments in monitoring spending on executed contracts, tracking departments' small-dollar expenditures, managing the City's Purchasing Card program, maintaining an inventory of high-use items such as paper, building maintenance, and custodial supplies to fulfill Citywide department needs, assisting City staff in developing specifications for competitive bids, and obtaining the best return for surplus property.

Allocation Method

Based on the assessment of the functions the Purchasing Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Five percent (5%) of the allocable cost was allocated based on the total number of purchase orders processed for each department and fund.
- Twenty five percent (25%) of the allocable cost was allocated based on the total number of contracts for each department and fund.
- Thirty percent (30%) of the allocable cost was allocated based on the total number of P-Card transactions for each department and fund.
- Twenty percent (20%) of the allocable cost was allocated based on the amount of warehouse purchase costs for each department and fund.
- Twenty percent (20%) of the allocable cost was allocated based on the total number bids for each department and fund.

100: Purchasing

Total POs	5%
Total Contracts	25%
# of P-Card Transactions	30%
54102 Warehouse Purchase Costs	20%
Total Bids	20%

20





Section 17: Revenue Services

The primary goals of the Revenue Services Division are to improve the effectiveness and efficiency of all revenue programs; to provide exemplary customer service to the public; to develop and analyze measures that promote fiscal sustainability; and to increase City revenues where possible. The Revenue Division administers utility billing for water and sewer service, business & animal license issuance, miscellaneous accounts receivable, parking and administrative citation payments, ambulance and fire inspection payments, residential and commercial parking pass distribution, lease and franchise agreement maintenance, transient occupancy tax collection from hotels and short-term rentals, and central cashiering including: daily deposits, collections, and reconciliation.

Revenue Services staff are responsible for the analysis and creation of the Citywide user fees and cost allocation plan. The Division prepares the annual possessory interest report to the Los Angeles County Assessor. Additionally, the Division oversees the administration of the City's short-term rental program and Advanced Meter Infrastructure (AMI) client and customer portal. Revenue Services strives to improve and streamline productivity, and continually looks for opportunities to enhance the customer experience through service improvements and online technology.

Allocation Method

Based on the assessment of the functions of the Revenue Services Division, it is reasonable to distribute the allocable cost by using the method(s) described below.

• One hundred percent (100%) of the allocable cost was allocated based on the amount of budgeted revenues for each department and fund.

100: Revenue Services

Total Revenues	100%
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Section 18: Utility Billing

The Revenue Division administers utility billing for water and sewer service.

Allocation Method

Based on the assessment of the functions of Utility Billing, it is reasonable to distribute the allocable cost by using the method(s) described below.

 One hundred percent (100%) of the allocable cost was equally allocated to the Water and Sewer Funds.

100: Utility Billing

50/50% Water Sewer	100%





Section 19: Depreciation

Depreciation is the yearly cost of included depreciable assets for the City that do not have alternative funding mechanisms for replacement. These allocations are included to recover a portion of the cost of eventual replacement for such capital assets. While depreciation is not included in the budget for the City, it does represent a real cost that will need to be expended in the future as capital replacement is required for proper operations of the City and its departments and funds.

Allocation Method

Based on the assessment of costs of Depreciation, it is reasonable to distribute the allocable cost by using the method(s) described below.

To tie to the cost of depreciation, the total depreciation for fixed assets per department and fund
was used to allocate this cost. So, the cost allocated under Depreciation is specifically equal to the
depreciation for included assets for the utilizing entities.

Depreciation

Depreciation	100%
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Iterative Allocation

The total allocable expenditures of each central service department were allocated to other departments (including both operating departments and other central service departments) based on the individual methodologies outlined above in Sections 1 through 19 of the Allocation Percentages chapter. Any cost allocated from central service to central service is then reallocated using the same methodology. This operation is done iteratively until all allocable costs are received by the operating departments and funds, and none remain with the central services. After completion of the iterative allocation method, a total combined allocable cost of \$34,021,364 was distributed to all departments and funds until the allocable cost remained only in the operating departments and funds, and the amount of allocable costs remaining in central service departments was equal to zero.

The full cost plan follows the same methodology with the exception that all costs that were excluded solely for OMB compliance, but were reasonable for the full plan, were made allowable and included in the allocation. See Table B-1 for additional details for the full cost plan.

After implementing the iterative allocation methodology, all allocable central service costs have been distributed to the operating departments and funds. Table 1 in the Executive Summary of this report summarized the distribution of the total allocable cost of \$34,021,364 each recipient department for the OMB compliant CAP. Table 2 summarized the distribution of the total allocable cost of \$35,994,782 to each recipient department for the full cost CAP.





Appendix A

Appendix A lists the tables detailing the allocation methodology performed in allocating central service costs for the OMB compliant cost allocation plan.





Table A-1a: Initial Allocation Percentages (OMB Compliant CAP)

First Iteration					Central Servi	ce Department	ts			
Central Service/Operating Departments	100: Accounting	100: City Attorney	100: City Clerk	100: City Council	100: City Manager	100: City Treasurer	100: Civic Engagement	100: Community Development Admin	100: Finance Admin	100: Fire Admin
100: Accounting	1.1%	1.4%	0.9%	1.4%	1.4%	0.0%	1.4%	0.0%	0.8%	0.0%
100: City Attorney	0.5%	0.6%	0.0%	0.6%	0.6%	0.0%	0.6%	0.0%	1.1%	0.0%
100: City Clerk	0.8%	0.9%	1.2%	0.9%	0.9%	0.0%	0.9%	0.0%	0.8%	0.0%
100: City Council	1.3%	1.0%	2.1%		1.0%	0.0%	1.0%	0.0%	0.5%	
100: City Manager	1.6%	1.2%	1.6%	1.2%	1.2%	0.0%	1.2%		1.1%	0.0%
100: City Treasurer	0.2%	0.2%	0.4%	0.2%	0.2%	0.0%	0.2%		0.0%	0.0%
100: Civic Engagement	0.6%	0.7%	1.2%	0.7%	0.7%	0.0%	0.7%	0.0%	0.5%	0.0%
100: Community Development Admin	1.4%	1.3%	2.9%	1.3%	1.3%	0.0%	1.3%	0.0%	1.0%	0.0%
100: Finance Admin	1.4%	1.3%	1.0%		1.3%	0.0%	1.3%	0.0%	1.3%	
100: Fire Admin	1.9%	2.9%	1.8%	2.9%	2.9%	0.0%	2.9%	0.0%	4.2%	0.0%
100: Human Resources	1.7%	1.6%	0.9%		1.6%	0.0%	1.6%		1.5%	
100: Parking Citations	0.2%	0.2%	0.2%	0.2%	0.2%	0.0%	0.2%	0.0%	0.2%	0.0%
100: Parks and Rec Admin	2.1%	1.9%	0.7%		1.9%	0.0%	1.9%		2.9%	
100: Police Admin	5.7%	6.4%	43.6%	6.4%	6.4%	0.0%	6.4%	0.0%	8.2%	0.0%
100: Public Works Admin	2.3%	2.6%	1.3%		2.6%	0.0%	2.6%		2.2%	
100: Purchasing	0.7%	0.7%	0.5%		0.7%	0.0%	0.7%		0.4%	
100: Revenue Services	0.8%	0.9%	0.6%		0.9%	0.0%	0.9%	0.0%	0.5%	
100: Utility Billing	0.3%	0.2%	0.2%	0.2%	0.2%	0.0%	0.2%	0.0%	0.2%	0.0%
Depreciation	0.0%	0.4%	0.0%	0.4%	0.4%	0.0%	0.4%	0.0%	0.4%	0.0%
100: Business Licensing	0.2%	0.2%	0.2%	0.2%	0.2%	0.0%	0.2%	0.0%	0.1%	0.0%
100: Community Development	6.5%	8.1%	5.2%	8.1%	8.1%	8.7%	8.1%	100.0%	5.3%	0.0%
100: Fire	8.4%	10.7%	5.6%	10.7%	10.7%	3.1%	10.7%	0.0%	9.9%	100.0%
100: Parks and Recreation	8.0%	5.3%	2.3%	5.3%	5.3%	7.2%	5.3%	0.0%	5.8%	0.0%
100: Police	29.3%	27.5%	16.4%		27.5%	4.3%	27.5%	0.0%	21.1%	
100: Public Works	7.4%	8.2%	4.5%	8.2%	8.2%	1.4%	8.2%	0.0%	6.9%	0.0%
201: Street Lighting & Landscape Fu	0.3%	0.3%	0.0%	0.3%	0.3%	0.6%	0.3%	0.0%	0.5%	0.0%
205: Gas Tax Fund	0.3%	0.0%	0.0%	0.0%	0.0%	3.0%	0.0%	0.0%	0.5%	0.0%
210: Asset Forfeiture Fund	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.1%	0.0%
211: Police Safety Grants Fund	0.1%	0.1%	0.0%		0.1%	0.3%	0.1%	0.0%	0.1%	0.0%
220: Grants Fund	0.0%	0.0%	0.0%		0.0%	8.2%	0.0%		0.0%	
230: Prop. A Fund	0.7%	0.6%	0.2%		0.6%	1.5%	0.6%		0.6%	
231: Prop. C Fund	0.6%	0.0%	0.0%		0.0%	1.2%	0.0%	0.0%	1.0%	
232: AB 2766 Air Quality Fund	0.0%	0.0%	0.0%		0.0%	0.1%	0.0%	0.0%	0.0%	
233: Measure R	0.3%	0.0%	0.0%	0.0%	0.0%	1.5%	0.0%	0.0%	0.4%	0.0%
234: Measure M	0.4%	0.0%	0.0%		0.0%	10.0%	0.0%	0.0%	0.7%	
240: Measure W	0.1%	0.0%	0.0%	0.0%	0.0%	0.6%	0.0%	0.0%	0.2%	0.0%
401: Capital Improvement Fund	1.0%	0.0%	0.0%		0.0%	2.6%	0.0%	0.0%	1.6%	
501: Water Fund	6.5%	8.1%	2.4%		8.1%	25.8%	8.1%		11.5%	
502: Storm Drain Fund	0.9%	1.0%	0.4%		1.0%	3.4%	1.0%	0.0%	1.1%	
503: Sewer Fund	2.0%	1.8%	1.1%		1.8%	6.6%	1.8%		2.0%	
520: Parking Fund	1.5%	1.2%	0.5%		1.2%	6.7%	1.2%	0.0%	1.8%	
521: County Parking Lots Fund	0.4%	0.2%	0.1%		0.2%	1.7%	0.2%	0.0%	0.2%	0.0%
522: State Pier and Parking Lot Fun	0.5%	0.3%	0.1%	0.3%	0.3%	1.3%	0.3%	0.0%	0.8%	0.0%





Table A-1b: Initial Allocation Percentages (OMB Compliant CAP) - *continued*

Central Service/Operating Departments	First Iteration				Central	Service Department	S			
100-City Attorney 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0	Central Service/Operating Departments		•		100: Police Admin		100: Purchasing	100: Revenue Services	100: Utility Billing	Depreciation
100. Cty Clerk	100: Accounting	1.6%	0.0%	0.0%	0.0%	0.0%	0.7%	0.0%	0.0%	0.4%
100. City Caunal	100: City Attorney	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
100. Cty Marager	100: City Clerk	0.9%	0.0%	0.0%	0.0%	0.0%	1.4%	0.0%	0.0%	0.2%
100 City Treasurer	100: City Council	1.4%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.3%
100. Community Development Admin	100: City Manager	1.1%	0.0%	0.0%	0.0%	0.0%	3.0%	0.0%	0.0%	0.2%
100 Cemurally Development Admin	100: City Treasurer	0.3%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
100. France Admin	100: Civic Engagement	0.8%	0.0%	0.0%	0.0%	0.0%	0.3%	0.0%	0.0%	0.0%
100: Fire Admin	100: Community Development Admin	1.5%	0.0%	0.0%	0.0%	0.0%	5.3%	0.0%	0.0%	0.3%
1001- Harding Citations	100: Finance Admin	1.1%	0.0%	0.0%	0.0%	0.0%	6.8%	0.0%	0.0%	0.0%
100: Parking Citations	100: Fire Admin	1.2%	0.0%	0.0%	0.0%	0.0%	2.0%	0.0%	0.0%	0.1%
100. Parks and Rec Admin	100: Human Resources	1.6%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.3%
100. Police Admin 3.4% 0.0% 0.0% 0.0% 5.8% 0.0% 0.0% 9.98% 100. Public Works Admin 2.3% 0.0% 0.0% 0.0% 2.8% 0.0%	100: Parking Citations	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
100; Putch salmin	100: Parks and Rec Admin	1.2%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	0.0%
100: Purchasing	100: Police Admin	3.4%	0.0%	0.0%	0.0%	0.0%	5.8%	0.0%	0.0%	90.8%
100: Revenue Šervices	100: Public Works Admin	2.3%	0.0%	0.0%	0.0%	0.0%	2.8%	0.0%	0.0%	3.4%
100: Utility Billing 0.3% 0.0% 0.0% 0.0% 0.1% 0.0%<	100: Purchasing	0.9%	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%
Depreciation	100: Revenue Services		0.0%	0.0%	0.0%	0.0%		0.0%	0.0%	0.2%
100: Business Licensing 0.3% 0.0% 0.0% 0.0% 0.2% 0.0% 0.0% 0.0% 100: Community Development 9.5% 0.0%<	100: Utility Billing	0.3%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
100: Community Development	Depreciation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
100: Fire 10.3% 0.0% 0.0% 0.0% 3.5% 3.1% 0.0% 0.0% 100: Parks and Recreation 10.3% 0.0% 100.0% 0.0% 0.0% 8.6% 7.2% 0.0% 0.0% 100: Police 30.4% 0.0% 0.0% 100.0% 0.0% 6.4% 4.3% 0.0% 0.0% 100: Public Works 8.5% 0.0% 0.0% 0.0% 40.2% 9.9% 1.4% 0.0% 1.8% 201: Street Lighting & Landscape Fu 0.0%	100: Business Licensing		0.0%		0.0%	0.0%		0.0%	0.0%	
100: Parks and Recreation 10.3% 0.0% 100.0% <	100: Community Development									
100: Police 30.4% 0.0% 0.0% 100.0% 0.0% 6.4% 4.3% 0.0% 0.0% 100: Public Works 8.5% 0.0% 0.0% 0.0% 40.2% 9.9% 1.4% 0.0% 0.0% 201: Street Lighting & Landscape Fu 0.0%	100: Fire	10.3%	0.0%	0.0%		0.0%			0.0%	0.0%
100: Public Works 8.5% 0.0% 0.0% 0.0% 9.9% 1.4% 0.0% 1.8% 201: Street Lighting & Landscape Fu 0.0% 0.0% 0.0% 0.0% 1.1% 0.6% 0.6% 0.0% 0.0% 205: Gas Tax Fund 0.0%	100: Parks and Recreation									
201: Street Lighting & Landscape Fu 0.0%	100: Police									
205: Gas Tax Fund 0.0% <td></td> <td></td> <td></td> <td></td> <td></td> <td>40.2%</td> <td></td> <td></td> <td></td> <td></td>						40.2%				
210: Asset Forfeiture Fund 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 211: Police Safety Grants Fund 0.0% <t< td=""><td>201: Street Lighting & Landscape Fu</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	201: Street Lighting & Landscape Fu									
211: Police Safety Grants Fund 0.0%	205: Gas Tax Fund									
220: Grants Fund 0.0%										
230: Prop. A Fund 1.1% 0.0% 0.0% 0.0% 0.0% 1.1% 1.5% 0.0% 0.0% 231: Prop. C Fund 0.0% <t< td=""><td>211: Police Safety Grants Fund</td><td></td><td>0.0%</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	211: Police Safety Grants Fund		0.0%							
231: Prop. C Fund 0.0% <td></td>										
232: AB 2766 Air Quality Fund 0.0%										
233: Measure R 0.0%										
234: Measure M 0.0%	232: AB 2766 Air Quality Fund									
240: Measure W 0.0%<	233: Measure R									
401: Capital Improvement Fund 0.0%	234: Measure M									
501: Water Fund 4.5% 0.0% 0.0% 0.0% 36.7% 4.6% 25.8% 50.0% 0.0% 502: Storm Drain Fund 0.7% 0.0% 0.0% 0.0% 4.6% 0.8% 3.4% 0.0% 0.0% 503: Sewer Fund 2.0% 0.0% 0.0% 0.0% 4.3% 6.6% 50.0% 0.0% 520: Parking Fund 0.8% 100.0% 0.0% 0.0% 5.6% 2.3% 6.7% 0.0% 0.0% 521: County Parking Lots Fund 0.3% 0.0% 0.0% 0.0% 1.2% 0.0% 1.7% 0.0% 0.0%										
502: Storm Drain Fund 0.7% 0.0% 0.0% 0.0% 4.6% 0.8% 3.4% 0.0% 0.0% 503: Sewer Fund 2.0% 0.0% 0.0% 0.0% 4.3% 6.6% 50.0% 0.0% 520: Parking Fund 0.8% 100.0% 0.0% 0.0% 5.6% 2.3% 6.7% 0.0% 0.0% 521: County Parking Lots Fund 0.3% 0.0% 0.0% 0.0% 1.2% 0.0% 1.7% 0.0% 0.0%	·									
503: Sewer Fund 2.0% 0.0% 0.0% 0.0% 9.0% 4.3% 6.6% 50.0% 0.0% 520: Parking Fund 0.8% 100.0% 0.0% 0.0% 5.6% 2.3% 6.7% 0.0% 0.0% 521: County Parking Lots Fund 0.3% 0.0% 0.0% 0.0% 1.2% 0.0% 1.7% 0.0% 0.0%										
520: Parking Fund 0.8% 100.0% 0.0% 5.6% 2.3% 6.7% 0.0% 0.0% 521: County Parking Lots Fund 0.3% 0.0% 0.0% 0.0% 1.2% 0.0% 1.7% 0.0% 0.0%										
521: County Parking Lots Fund 0.3% 0.0% 0.0% 0.0% 1.2% 0.0% 1.7% 0.0% 0.0%										
522: State Pier and Parking Lot Fun 0.2% 0.0% 0.0% 0.0% 1.5% 5.2% 1.3% 0.0% 0.0%										
	522: State Pier and Parking Lot Fun	0.2%	0.0%	0.0%	0.0%	1.5%	5.2%	1.3%	0.0%	0.0%





Table A-2a: Final Allocation Percentages (OMB Compliant CAP)

	Central Service Departments												
Central Service/Operating Departments	100: Accounting	100: City Attorney	100: City Clerk	100: City Council	100: City Manager	100: City Treasurer	100: Civic Engagement	100: Community Development Admin	100: Finance Admin	100: Fire Admin			
100: Accounting	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: City Attorney	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: City Clerk	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: City Council	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: City Manager	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: City Treasurer	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Civic Engagement	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Community Development Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Finance Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Fire Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Human Resources	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Parking Citations	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Parks and Rec Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Police Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Public Works Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Purchasing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Revenue Services	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Utility Billing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
Depreciation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
100: Business Licensing	0.2%	0.2%	0.2%	0.2%	0.2%	0.0%	0.2%	0.0%	0.1%	0.0%			
100: Community Development	9.0%	10.4%	9.1%	10.4%	10.4%	8.7%	10.4%	100.0%	7.1%	0.0%			
100: Fire	11.7%	14.9%	8.7%	14.9%	14.9%	3.1%	14.9%	0.0%	15.2%	100.0%			
100: Parks and Recreation	11.1%	8.2%	3.9%	8.2%	8.2%	7.2%	8.2%	0.0%	9.5%	0.0%			
100: Police	38.7%	37.9%	63.8%	37.9%	37.9%	4.3%	37.9%	0.0%	32.8%	0.0%			
100: Public Works	9.2%	10.2%	6.0%	10.2%	10.2%	1.4%	10.2%	0.0%	8.6%	0.0%			
201: Street Lighting & Landscape Fu	0.4%	0.3%	0.0%	0.3%	0.3%	0.6%	0.3%	0.0%	0.6%	0.0%			
205: Gas Tax Fund	0.4%	0.1%	0.1%	0.1%	0.1%	3.0%	0.1%	0.0%	0.5%	0.0%			
210: Asset Forfeiture Fund	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.1%	0.0%			
211: Police Safety Grants Fund	0.1%	0.1%	0.0%	0.1%	0.1%	0.3%	0.1%	0.0%	0.1%	0.0%			
220: Grants Fund	0.1%	0.1%	0.1%	0.1%	0.1%	8.2%	0.1%	0.0%	0.1%	0.0%			
230: Prop. A Fund	0.7%	0.6%	0.3%	0.6%	0.6%	1.5%	0.6%	0.0%	0.7%	0.0%			
231: Prop. C Fund	0.6%	0.0%	0.0%	0.0%	0.0%	1.2%	0.0%	0.0%	1.1%	0.0%			
232: AB 2766 Air Quality Fund	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%			
233: Measure R	0.3%	0.0%	0.0%	0.0%	0.0%	1.5%	0.0%	0.0%	0.5%	0.0%			
234: Measure M	0.5%	0.1%	0.1%	0.1%	0.1%	10.0%	0.1%	0.0%	0.8%	0.0%			
240: Measure W	0.1%	0.0%	0.0%	0.0%	0.0%	0.6%	0.0%	0.0%	0.2%	0.0%			
401: Capital Improvement Fund	1.1%	0.1%	0.1%	0.1%	0.1%	2.6%	0.1%	0.0%	1.6%	0.0%			
501: Water Fund	8.7%	10.3%	4.1%	10.3%	10.3%	25.8%	10.3%	0.0%	13.3%	0.0%			
502: Storm Drain Fund	1.1%	1.3%	0.6%	1.3%	1.3%	3.4%	1.3%	0.0%	1.3%	0.0%			
503: Sewer Fund	2.6%	2.5%	1.6%	2.5%	2.5%	6.6%	2.5%	0.0%	2.5%	0.0%			
520: Parking Fund	2.1%	1.8%	0.9%	1.8%	1.8%	6.7%	1.8%	0.0%	2.3%	0.0%			
521: County Parking Lots Fund	0.5%	0.3%	0.2%	0.3%	0.3%	1.7%	0.3%	0.0%	0.3%	0.0%			
522: State Pier and Parking Lot Fun	0.6%	0.5%	0.2%	0.5%	0.5%	1.3%	0.5%	0.0%	0.9%	0.0%			





Table A-2b: Final Allocation Percentages (OMB Compliant CAP) – *continued*

	Central Service Departments										
Central Service/Operating Departments	100: Human Resources	100: Parking Citations	100: Parks and Rec Admin	100: Police Admin	100: Public Works Admin	100: Purchasing	100: Revenue Services	100: Utility Billing	Depreciation		
100: Accounting	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: City Attorney	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: City Clerk	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: City Council	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: City Manager	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: City Treasurer	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Civic Engagement	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Community Development Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Finance Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Fire Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Human Resources	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Parking Citations	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Parks and Rec Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Police Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Public Works Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Purchasing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Revenue Services	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Utility Billing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
Depreciation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
100: Business Licensing	0.3%	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%		
100: Community Development	12.1%	0.0%	0.0%	0.0%	0.0%	10.2%	8.7%	0.0%	2.5%		
100: Fire	12.8%	0.0%	0.0%	0.0%	0.0%	7.5%	3.1%	0.0%	0.3%		
100: Parks and Recreation	12.6%	0.0%	100.0%	0.0%	0.0%	15.9%	7.2%	0.0%	0.1%		
100: Police	37.5%	0.0%	0.0%	100.0%	0.0%	17.5%	4.3%	0.0%	91.4%		
100: Public Works	10.4%	0.0%	0.0%	0.0%	40.2%	12.3%	1.4%	0.0%	3.3%		
201: Street Lighting & Landscape Fu	0.1%	0.0%	0.0%	0.0%	1.1%	0.6%	0.6%	0.0%	0.0%		
205: Gas Tax Fund	0.1%	0.0%	0.0%	0.0%	0.0%	3.4%	3.0%	0.0%	0.0%		
210: Asset Forfeiture Fund	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%		
211: Police Safety Grants Fund	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	0.3%	0.0%	0.0%		
220: Grants Fund	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	8.2%	0.0%	0.0%		
230: Prop. A Fund	1.2%	0.0%	0.0%	0.0%	0.0%	1.2%	1.5%	0.0%	0.0%		
231: Prop. C Fund	0.0%	0.0%	0.0%	0.0%	0.0%	0.4%	1.2%	0.0%	0.0%		
232: AB 2766 Air Quality Fund	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%		
233: Measure R	0.0%	0.0%	0.0%	0.0%	0.0%	0.6%	1.5%	0.0%	0.0%		
234: Measure M	0.2%	0.0%	0.0%	0.0%	0.0%	0.7%	10.0%	0.0%	0.0%		
240: Measure W	0.0%	0.0%	0.0%	0.0%	0.0%	0.6%	0.6%	0.0%	0.0%		
401: Capital Improvement Fund	0.1%	0.0%	0.0%	0.0%	0.0%	6.9%	2.6%	0.0%	0.0%		
501: Water Fund	6.7%	0.0%	0.0%	0.0%	36.7%	7.3%	25.8%	50.0%	1.4%		
502: Storm Drain Fund	1.0%	0.0%	0.0%	0.0%	4.6%	1.1%	3.4%	0.0%	0.2%		
503: Sewer Fund	2.7%	0.0%	0.0%	0.0%	9.0%	5.0%	6.6%	50.0%	0.4%		
520: Parking Fund	1.5%	100.0%	0.0%	0.0%	5.6%	2.8%	6.7%	0.0%	0.4%		
521: County Parking Lots Fund	0.3%	0.0%	0.0%	0.0%	1.2%	0.1%	1.7%	0.0%	0.1%		
522: State Pier and Parking Lot Fun	0.3%	0.0%	0.0%	0.0%	1.5%	5.4%	1.3%	0.0%	0.1%		





Table A-3a: Final Allocation Amounts (OMB Compliant CAP)

					Ce	entral Serv	vice Depa	rtments			
Department Classification	Department	100: Accounting	100: City Attorney	100: City Clerk	100: City Council	•	100: City Treasurer	100: Civic Engagement	100: Community Development Admin	100: Finance Admin	100: Fire Admin
		1,061,056	1,030,495	822,345	0	1,370,489	58,881	0	1,274,562	1,568,692	5,574,835
Operating Department	100: Business Licensing	2,566	2,366	1,416	-	3,147	0	-	-	1,965	-
Operating Department	100: Community Development	95,323	107,047	74,513	-	142,365	5,124	-	1,274,562	111,585	-
Operating Department	100: Fire	124,204	153,234	71,586	-	203,791	1,810	_	-	237,950	5,574,835
Operating Department	100: Parks and Recreation	118,002	84,240	32,216	-	112,033	4,260	-	-	148,946	-
Operating Department	100: Police	410,960	390,624	524,844	-	519,503	2,555	-	-	513,778	-
Operating Department	100: Public Works	97,964	104,897	49,039	-	139,505	836	-	-	134,654	-
Operating Department	201: Street Lighting & Landscape Fu	4,194	3,284	403	-	4,367	353	-	-	8,855	-
Operating Department	205: Gas Tax Fund	3,785	719	486	-	957	1,748	-	-	8,135	-
Operating Department	210: Asset Forfeiture Fund	150	368	26	-	489	38	-	-	893	-
Operating Department	211: Police Safety Grants Fund	879	1,059	101	-	1,408	171	-	-	2,206	-
Operating Department	220: Grants Fund	917	985	759	-	1,309	4,848	-	-	806	-
Operating Department	230: Prop. A Fund	7,864	6,568	2,533	-	8,735	892	-	-	10,423	-
Operating Department	231: Prop. C Fund	6,384	410	272	-	545	725	-	-	16,600	-
Operating Department	232: AB 2766 Air Quality Fund	13	9	7	-	12	43	-	-	25	-
Operating Department	233: Measure R	2,979	321	222	-	427	871	-	-	7,105	-
Operating Department	234: Measure M	5,580	1,406	1,048	-	1,870	5,877	-	-	12,914	-
Operating Department	240: Measure W	1,208	156	105	-	208	371	-	-	2,640	-
Operating Department	401: Capital Improvement Fund	11,973	1,204	763	-	1,601	1,548	-	-	25,863	-
Operating Department	501: Water Fund	91,949	105,695	33,542	-	140,567	15,195	-	-	208,893	-
Operating Department	502: Storm Drain Fund	12,013	13,007	4,671	-	17,298	2,011	-	-	20,109	-
Operating Department	503: Sewer Fund	28,075	25,718	12,780	-	34,203	3,857	-	-	39,917	-
Operating Department	520: Parking Fund	22,116	18,917	7,557	-	25,158	3,961	-	-	35,549	-
Operating Department	521: County Parking Lots Fund	5,076	3,405	1,718	-	4,529	1,003	-	-	4,339	-
Operating Department	522: State Pier and Parking Lot Fun	6,883	4,857	1,740	-	6,460	786	-	-	14,542	-





Table A-3b: Final Allocation Amounts (OMB Compliant CAP) – *continued*

		Central Service Departments									
Department Classification	Department	100: Human Resources	100: Parking Citations	100: Parks and Rec Admin	100: Police Admin	100: Public Works Admin	100: Purchasing	100: Revenue Services	100: Utility Billing	Depreciation	Total Allocation
		1,997,287	202,857	2,822,662	11,009,903	3,021,739	493,423	657,042	208,628	846,468	34,021,364
Operating Department	100: Business Licensing	5,903	-	-	-	-	945	0	-	28	18,335
Operating Department	100: Community Development	240,798	-	-	-	-	50,464	57,177	-	20,869	2,179,826
Operating Department	100: Fire	254,953	-	-	-	-	36,967	20,194	-	2,570	6,682,094
Operating Department	100: Parks and Recreation	250,983	-	2,822,662	-	-	78,386	47,531	-	1,220	3,700,478
Operating Department	100: Police	748,010	-	-	11,009,903	-	86,390	28,511	-	773,564	15,008,642
Operating Department	100: Public Works	207,424	-	-	-	1,215,308	60,731	9,328	-	27,606	2,047,292
Operating Department	201: Street Lighting & Landscape Fu	1,281	-	-	-	31,893	3,202	3,938	-	344	62,114
Operating Department	205: Gas Tax Fund	1,817	-	-	-	´-	16,772	19,501	-	76	53,996
Operating Department	210: Asset Forfeiture Fund	62	-	-	-	-	28	421	-	3	2,479
Operating Department	211: Police Safety Grants Fund	290	-	-	-	-	1,934	1,904	-	13	9,965
Operating Department	220: Grants Fund	2,575	-	-	-	-	152	54,093	-	176	66,620
Operating Department	230: Prop. A Fund	23,806	-	_	-	-	5,912	9,958	-	116	76,806
Operating Department	231: Prop. C Fund	915	-	-	-	-	2,060	8,087	-	46	36,045
Operating Department	232: AB 2766 Air Quality Fund	23	-	-	-	-	2	478	-	2	614
Operating Department	233: Measure R	774	-	-	-	-	2,966	9,719	-	41	25,426
Operating Department	234: Measure M	3,566	-	-	-	-	3,218	65,585	-	228	101,292
Operating Department	240: Measure W	385	-	-	-	-	2,848	4,145	-	17	12,084
Operating Department	401: Capital Improvement Fund	2,919	-	-	-	-	33,903	17,268	-	97	97,138
Operating Department	501: Water Fund	133,516	-	-	-	1,108,118	35,815	169,560	104,314	12,015	2,159,182
Operating Department	502: Storm Drain Fund	19,866	-	-	-	140,251	5,613	22,437	-	1,528	258,804
Operating Department	503: Sewer Fund	53,472	-	-	-	272,157	24,551	43,044	104,314	3,004	645,092
Operating Department	520: Parking Fund	30,077	202,857	-	-	170,002	13,611	44,198	-	1,950	575,951
Operating Department	521: County Parking Lots Fund	6,943	-	-	-	37,363	518	11,193	-	431	76,518
Operating Department	522: State Pier and Parking Lot Fun	6,930	-	-	-	46,647	26,435	8,769	-	523	124,571





Appendix B

Appendix B provides the table detailing the allocation performed in allocating central service costs for the full cost allocation plan. The methodology for the full plan is the same as for the OMB compliant plan, as it is reasonable and represents how indirect support is provided in the City. The difference between the two plans, as has been described in this report, is in the costs that can be allocated.





Table B-1a: Final Allocation Amounts (Full CAP)

		Central Service Departments									
Department Classification	Department	100: Accounting	100: City Attorney	100: City Clerk	100: City Council	100: City Manager	100: City Treasurer	100: Civic Engagement	100: Community Development Admin	100: Finance Admin	100: Fire Admin
		1,061,056	1,521,455	999,445	585,067	1,265,063	58,881	656,691	1,020,709	1,424,142	4,331,200
Operating Department	100: Business Licensing	2,568	3,540	1,723	1,361	2,943	0	1,528	-	1,827	-
Operating Department	100: Community Development	95,361	159,002	90,598	61,143	132,208	5,124	68,629	1,020,709	102,193	-
Operating Department	100: Fire	124,080	223,159	86,878	85,815	185,553	1,810	96,320	-	213,154	4,331,200
Operating Department	100: Parks and Recreation	118,081	126,357	39,234	48,590	105,064	4,260	54,538	-	137,068	-
Operating Department	100: Police	410,661	569,299	637,574	218,921	473,362	2,555	245,721	-	459,514	-
Operating Department	100: Public Works	98,087	157,364	59,713	60,514	130,846	836	67,922	-	124,562	-
Operating Department	201: Street Lighting & Landscape Fu	4,203	5,034	498	1,936	4,186	353	2,173	-	8,212	-
Operating Department	205: Gas Tax Fund	3,785	1,074	591	413	893	1,748	463	-	7,396	-
Operating Department	210: Asset Forfeiture Fund	151	568	33	218	472	38	245	-	834	-
Operating Department	211: Police Safety Grants Fund	882	1,633	125	628	1,358	171	705	-	2,068	-
Operating Department	220: Grants Fund	918	1,474	924	567	1,225	4,848	636	-	750	-
Operating Department	230: Prop. A Fund	7,866	9,757	3,081	3,752	8,113	892	4,211	-	9,518	-
Operating Department	231: Prop. C Fund	6,384	606	331	233	504	725	262	-	15,070	-
Operating Department	232: AB 2766 Air Quality Fund	13	13	8	5	11	43	6	-	23	-
Operating Department	233: Measure R	2,980	477	270	184	397	871	206	-	6,453	-
Operating Department	234: Measure M	5,581	2,099	1,275	807	1,746	5,877	906	-	11,745	-
Operating Department	240: Measure W	1,208	232	128	89	193	371	100	-	2,399	-
Operating Department	401: Capital Improvement Fund	11,974	1,791	927	689	1,489	1,548	773	-	23,492	-
Operating Department	501: Water Fund	92,080	159,417	40,899	61,303	132,553	15,195	68,808	-	192,781	-
Operating Department	502: Storm Drain Fund	12,026	19,556	5,690	7,520	16,261	2,011	8,441	-	18,585	-
Operating Department	503: Sewer Fund	28,071	38,217	15,535	14,696	31,777	3,857	16,495	-	36,471	-
Operating Department	520: Parking Fund	22,133	28,412	9,202	10,926	23,624	3,961	12,263	-	32,724	-
Operating Department	521: County Parking Lots Fund	5,076	5,062	2,088	1,946	4,209	1,003	2,185	-	3,971	-
Operating Department	522: State Pier and Parking Lot Fun	6,888	7,311	2,120	2,811	6,079	786	3,155	-	13,332	-





Table B-1b: Final Allocation Amounts (Full CAP) – *continued*

		Central Service Departments									
Department Classification	Department	100: Human Resources	100: Parking Citations	100: Parks and Rec Admin	100: Police Admin	100: Public Works Admin	100: Purchasing	100: Revenue Services	100: Utility Billing	Depreciation	Total Allocation
		2,032,287	202,857	2,822,662	11,026,003	3,026,739	493,423	657,042	208,628	846,468	35,994,782
Operating Department	100: Business Licensing	6.007	-	-	-	-	945	0	-	28	22,724
Operating Department	100: Community Development	245,017	-	-	-	-	50,464	57,177	-	20,869	2,382,192
Operating Department	100: Fire	259,421	-	-	-	-	36,967	20,194	-	2,570	6,963,860
Operating Department	100: Parks and Recreation	255,381	-	2,822,662	-	-	78,386	47,531	-	1,220	3,853,601
Operating Department	100: Police	761,118	-	-	11,026,003	-	86,390	28,511	-	773,564	15,808,183
Operating Department	100: Public Works	211,059	-	-	-	1,217,319	60,731	9,328	-	27,606	2,240,005
Operating Department	201: Street Lighting & Landscape Fu	1,303	-	-	-	31,946	3,202	3,938	-	344	67,805
Operating Department	205: Gas Tax Fund	1,849	-	-	-	-	16,772	19,501	-	76	55,350
Operating Department	210: Asset Forfeiture Fund	63	-	-	-	-	28	421	-	3	3,105
Operating Department	211: Police Safety Grants Fund	295	-	-	-	-	1,934	1,904	-	13	11,775
Operating Department	220: Grants Fund	2,621	-	-	-	-	152	54,093	-	176	68,485
Operating Department	230: Prop. A Fund	24,223	-	-	-	-	5,912	9,958	-	116	88,823
Operating Department	231: Prop. C Fund	931	-	-	-	-	2,060	8,087	-	46	36,825
Operating Department	232: AB 2766 Air Quality Fund	24	-	-	-	-	2	478	-	2	631
Operating Department	233: Measure R	788	-	-	-	-	2,966	9,719	-	41	26,035
Operating Department	234: Measure M	3,628	-	-	-	-	3,218	65,585	-	228	103,958
Operating Department	240: Measure W	391	-	-	-	-	2,848	4,145	-	17	12,378
Operating Department	401: Capital Improvement Fund	2,970	-	-	-	-	33,903	17,268	-	97	99,403
Operating Department	501: Water Fund	135,856	-	-	-	1,109,951	35,815	169,560	104,314	12,015	2,348,499
Operating Department	502: Storm Drain Fund	20,214	-	-	-	140,483	5,613	22,437	-	1,528	282,280
Operating Department	503: Sewer Fund	54,409	-	-	-	272,607	24,551	43,044	104,314	3,004	692,513
Operating Department	520: Parking Fund	30,604	202,857	-	-	170,283	13,611	44,198	-	1,950	610,228
Operating Department	521: County Parking Lots Fund	7,065	-	-	-	37,425	518	11,193	-	431	82,801
Operating Department	522: State Pier and Parking Lot Fun	7,051	-	-	-	46,725	26,435	8,769	-	523	133,325







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City of Manhattan Beach

Results of the

Cost Allocation Plan & User Fee Study









Overview

- What is a Cost Allocation Plan
- 2. What are User Fees
- Objectives and Scope of the Study
- Fee Changes by Department
- 5. Review Comprehensive Fee Schedule
- 6. Comparative Analysis of other Cities
- 7. Policy Considerations
- 8. Cost Recovery Results
- Next Steps



What is a Cost Allocation Plan

The purpose of a Cost Allocation Plan (CAP) is to:

- 1. Ensure the City is maximizing the recovery of indirect costs from operating departments, as well as enterprise and other chargeable funds and capital projects
- 2. Set a solid foundation for the User Fee Study as the CAP captures the full cost of services (including internal overhead) which gets factored into the user fees
- 3. Achieve the maximum cost recovery by identifying and distributing administrative costs in a fair, comprehensive, well documented, and fully defensible method



What are User Fees

- Provide private benefit with limited or no community benefit
- State law requires that:
 - 1) Individual use of the service must be voluntary, and
 - 2) Fees must reasonably relate to the services provided
- Fee levels & cost recovery determined through City Council fee adoption
- Does not include development impact fees, utility rates, taxes, etc.



Why Update User Fees

- Subsidies in services impact the General Fund
 - Private & specific benefit services are subsidized by unobligated funding sources
 - Reduces ability to fund general & community benefits
- Decreased department funding typically results in understaffing and reduces service quality
- Cost recovery knowledge and planning
 - Provides clarity pressures on City resources
 - Enables City to strategize and set fees to benefit of the City and community
 - State requirements for reasonable cost-based fees



User Fee Objectives & Steps

- Determine full cost of providing services or programs
 - Review fee schedules based on service delivery
 - Identify potential new fees (not currently collected)
 - Reduce or remove fees
 - Using fully-burdened rates, calculate full cost recovery
- Update fees for services based on cost analysis
 - Incorporate or establish cost recovery goals
 - Subsidies allow access to services and facilitate compliance
 - Identify appropriate fee levels that:
 - Enhance reasonability and applicability
 - Maintain consistency with local policies and objectives
 - Maintain legal compliance with state law



Data & City Staff Participation

- Primary types of data used:
 - Expenditure data
 - Staffing structures
 - Central service/Indirect overhead
 - Productive/billable hours
 - Time estimates to complete tasks
 - City/Department input, feedback and policies
- Staff support throughout process is essential to ensure analysis fidelity



Summary Steps of the Study

Model **Set Cost Fee Study Updated Fee Cost Analysis** Development **Adoption** Report Recovery **Data** Staff **Current cost Create draft Public** collection meetings **Hearing** report recovery **Build fee Update fee Staff report Target cost** schedules model review recovery **Overhead Finalize** Staffing and and FBHR time data report Calculation Full cost for services



Scope of the Study

- Review and calculate cost of providing services and related fees charged by the following:
 - Finance Department
 - Parks and Recreation Fees (Non-program / Activity Related)
 - 3. Management Services City Clerk
 - 4. Citywide Fees
 - 5. Police Department

- 7. Public Works Department
- 8. Community Development
 Department Traffic
 Engineering
- 9. Community Development Department - Planning
- 10. Community DevelopmentDepartment Building



Factors that Affect Fees

Various factors affected the City's fees as follows:

- <u>Increased fees</u> Caused by results of the comprehensive review of all personnel and external costs involved in providing a service.
 Staff identified missing costs that were not captured in last Study.
- <u>Decreased fees</u> Caused by efficiencies identified (services require less time to complete) and by changes in personnel providing the services.
- <u>New fees</u> Identified as services that had no previous cost recovery mechanism and were otherwise fully subsidized by the City.
- <u>Eliminated fees</u> Identified by evaluating fees that are no longer applicable or otherwise obsolete.
- <u>Fees with no change</u> Resulted from no change in methodology or are fees set by state statue/law, are market driven, are deposit based, or previously set to recover "actual costs" in which the method remains the same.



Fee Changes by Department

Department / Fee Group	Increasing	Decreasing	New	Not Changing	Eliminating	TOTAL (excluding Eliminated)
Finance	5	1	0	11	0	17
Parks and Recreation	6	0	0	5	1	11
MS - City Clerk	0	0	0	8	0	8
Citywide Fees	1	0	1	1	0	3
Police	18	1	0	5	2	24
Fire	5	29	14	7	0	55
Public Works	13	4	2	6	8	25
CD - Traffic Engineering	4	2	1	2	0	9
CD - Planning	63	23	33	9	3	128
CD - Building*	90	27	28	10	8	155
Total	205	87	79	64	22	435

^{*}Combination Fee table would be set at full cost recovery



Review Comprehensive Fee Schedule

Will review Comprehensive Fee Schedule one Department at a time, along with Schedule of New Fees and Eliminated Fees



Comparative Analysis of other Cities

Will review Survey of other City Fees at this time



Policy Considerations

- General standard: individuals or groups who receive private benefit from service should pay 100% of cost
- In certain situations, subsidization is an effective public policy tool:
 - Encourage participation
 - Ensure compliance when cost is prohibitive to residents
 - Promote access to services
- Recommend that City utilize compensation factor or CPI to annually adjust fees
- Comprehensive analysis every 5 years



Policy Considerations

Fees Set by previous Council Policy

Category	Description	Current	Full Cost	Annual QTY
POLICE				
Block Party Permit	Review an application for a block party.	\$50.00	\$209.00	24
COMMUNITY DEVELOPMENT -	FRAFFIC ENGINEERING	•		•
Parking Request	Administrative Review of a parking-related issue, such as a request for a red zone or disabled parking space.	\$100.00	\$674.00	235
Traffic Request	Administrative Review of a limited scale traffic-related issue, such as a request for installation of a crosswalk or traffic calming measure.	\$100.00	\$701.00	0
Stop Sign Request (2nd Request)	Processing a request to install a stop sign following initial denial / approval.	\$500.00	\$2,783.00	0
COMMUNITY DEVELOPMENT -	PLANNING			
Appeal to CC - Administrative Decision	Appeal of an administrative decision to the City Council	\$500.00	\$3,983.00	0
Appeal to CC - PC Decision	Appeal of a Planning Commission decision to the City Council	\$500.00	\$2,925.00	1
Appeal to CC - PPIC Decision	Appeal of a traffic-related or encroachment-related decision of the Parking and Public Improvement Commission to the City Council	\$500.00	\$1,772.00	0
Appeal to PC - Administrative Decision	Appeal of an administrative decision to the Planning Commission	\$500.00	\$4,055.00	0
COMMUNITY DEVELOPMENT –	BUILDING		•	
Solar Permit Plan Check and	Residential (State Maximum is \$450)	\$100.00	\$450.00	117
Inspection	Commercial up to 50 kw (State Maximum is \$1,000) Commercial 51-250 kw (State Maximum is \$1,000)	\$100.00 \$100.00	\$1,000.00 \$1,000.00	28



Cost Recovery Realized

 Past and projected fee activity and revenues were used to estimate revenue impacts of the fee changes

	FY 24/25			FY 24/25	Current
	Budgeted	Indirect		Budgeted	Cost
Department/Division	Cost	Overhead	Total Cost	Revenue	Recovery
MS - City Clerk	999,445	-	999,445	5,000	1%
Citywide Fees	NA	NA	768,339	459,551	60%
CD - Building	3,647,153	1,250,941	4,898,094	4,622,868	94%
CD - Planning	1,844,250	632,561	2,476,811	593,805	24%
CD - Traffic Engineering	490,570	168,261	658,831	70,000	11%
Fire	700,894	404,195	1,105,089	403,386	37%
Parks & Recreation	7,275,018	3,853,601	11,128,619	4,718,407	42%
Police	26,953,913	16,040,664	42,994,577	2,827,250	7%
Public Works	8,782,509	2,245,118	11,027,627	975,700	9%
TOTAL	50,693,752	24,595,341	76,057,432	14,675,967	19%

Projected Revenue Change	Updated Cost Recovery
-	1%
308,788	100%
275,226	100%
517,636	45%
188,626	39%
(125,484)	25%
6,397	42%
35,636	7%
295,459	12%
1,502,284	21%

Based on results from the User Fee Study, adjusting citywide user fees would allow the City to realize an estimated \$1,502,284 in additional user fee revenue recovered annually that would have otherwise been subsidized by the City



^{*}The above table does not include revenue effects of new fees as participation is unknown

Next Steps

- If adopted, the new Citywide and building related fees will go into effect July 1, 2025
- Pursuant to Resolution No. 25-0020, the user fees will set to adjust on July 1st in the years going forward based on any salary increase/decrease per the future Memoranda of Understanding with City Employee bargaining groups



Questions









Disclosure

Willdan Financial Services ("Willdan") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority. As part of its SEC registration Willdan is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Willdan. Pursuant to MSRB Rule G-42, Willdan is required to disclose any legal or disciplinary event that is material to Client's evaluation of Willdan or the integrity of its management or advisory personnel. Willdan has determined that no such event exists. Copies of Willdan's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at: https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Willdan Financial Services or for our CIK number which is 0001782739.

For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the municipality with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the municipality, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the municipality, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, unless formally engaged to provide such information.



STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Libby Bretthauer, Acting Finance Director
Michael Codron, Interim Community Development Director
Erik Zandvliet, Traffic Engineer
Tari Kuvhenguhwa, Associate Planner
Emy-Rose Hanna, Budget & Financial Analyst

SUBJECT:

Conduct a Public Hearing for Consideration of:

- a) Coastal Development Permits to Approve an Increase to Parking Meter Rates at On-Street Meters, City Parking Lots and Beach Parking Lots and an Increase to Commercial Parking Permit Rates in the Coastal Zone;
- b) A Resolution to Approve an Increase to On-Street Parking Meter Rates Outside of the Coastal Zone, and 3) A Resolution to Approve an Increase to Citywide Parking Citation Penalties (Unbudgeted) (Acting Finance Director Bretthauer and Interim Community Development Director Codron).

(Estimated Time: 30 Min.)

A) CONDUCT PUBLIC HEARING

B) ADOPT RESOLUTION NOS. 25-0039, 25-0040, 25-0041, AND 25-0042

RECOMMENDATION:

After conducting the public hearing, Staff recommends the City Council adopt:

- Resolution No. 25-0039, approving a Coastal Development Permit to increase parking meter rates at On-Street Meters and Beach Parking Lots within the appealable portion of the Coastal Zone;
- 2) Resolution No. 25-0040, approving a Coastal Development Permit to increase Commercial Parking Permit rates and parking meter rates at On-Street Meters and City Parking Lots within the non-appealable portion of the Coastal Zone;
- 3) Resolution No. 25-0041, approving an increase to on-street parking meter rates outside of the Coastal Zone; and
- 4) Resolution No. 25-0042, approving an increase to Citywide parking citation penalties. (NOTE: Staff seeks direction as to two options: Option One. Increase the penalty fee

to equal 100% of the fine; or Option Two. Increase the late penalty by 22% (or \$7) for a total of \$38.

FISCAL IMPLICATIONS:

The recommended action of increasing the parking meter rates for the City Lots, On-Street Meters, and Beach Lots (County and State) will result in an annual net increase of approximately \$1,995,942 in the Parking Fund, \$225,853 in the County Parking Lots Fund, and \$168,344 in the State Pier and Parking Lot Fund.

The recommended increase to the commercial parking permit fees will result in an annual net increase of approximately \$283,320 in the Parking Fund.

Additionally, the proposed parking citation penalty increase is estimated to generate approximately \$540,000 annually in the General Fund based on an average volume of 45,000 - 60,000 parking citations issued per year.

Together, these three parking-related program changes will result in a total of \$3,213,459 in additional annual revenue across all funds referenced above, which are necessary in supporting ongoing parking infrastructure needs and related activity.

BACKGROUND:

Parking Meter Rates

The Citywide parking meter rates were last updated in 2020 and 2021 (4-5 years ago). On September 15, 2020, the City Council approved increases for parking meter rates to \$2.00 per hour for on-street meters and City-owned parking lots. Six months later on March 16, 2021, City Council approved increases for parking meter rates to \$2.50 per hour for beach parking lots (Pier, 26th Street and El Porto). These increases were a direct response to the impact of the COVID-19 pandemic and the need to offset parking revenue losses due to outdoor dining area utilizing parking spaces.

Parking Permit Fees

The commercial parking permit fees were last updated in 2010 in conjunction with the last Parking Management Study (15 years ago). Through that study, the monthly Metlox parking permit was set at \$27.00 and the six-month commercial parking permit was set at \$160.00 (or available at a discounted rate of \$100.00 each if buying in bulk of five permits or more). At the time, these commercial parking permits were set low to incentivize employee use of the newly constructed Metlox parking structure instead of other public lots.

Parking Citation Penalties

The City's parking citation penalties were last updated in 2015 (10 years ago). On July 21, 2015, City Council approved \$5.00 increases for all parking fines which resulted in a majority of the parking citations increasing to \$53. At the time, the increases were adopted to help offset the revenue loss due to the exit of a significant sales tax producer (DeWitt Petroleum).

Based on the history described above, approximately 5 - 15 years have passed since these parking programs have been re-evaluated. Staff recently began re-evaluating these parking programs with the sudden closure of Lot 3 and the urgent need for solutions to address aging infrastructure in Downtown and North Manhattan Beach as well as the increased

demand for parking.

DISCUSSION:

The abrupt and unanticipated closure of Parking Lot 3 in July 2024 caused a ripple effect that resulted in less parking availability, increased parking demand and urgency for solutions to mitigate the parking impacts from the loss of 145 parking spaces that were previously in Lot 3. In addition to the Lot 3 Replacement Project costs, the City is assessing other critical needs such as aging parking infrastructure throughout Downtown and North Manhattan Beach, outdated parking meter technology, conversion to advanced kiosk pay stations, water proofing parking structures and other parking improvement projects as aging infrastructure reaches its maximum useful life.

Due to these critical parking infrastructure needs, the City has determined that additional funding should be recovered through the parking meter rates, parking permit fees and parking citation penalties.

Parking Meter Rates

Staff recommends increasing Citywide parking meter rates for On-Street Meters and City Parking Lots from \$2.00 to \$3.00 per hour and increasing parking meter rates for Beach Parking Lots (State and County Lots) from \$2.50 to \$3.00 per hour. If approved, these changes would set all parking meter rates throughout the City at \$3.00 per hour. In determining the market rate for hourly parking, staff conducted a survey of local southern California cities to evaluate comparable rates and found that the City's existing parking meter rates of \$2.00 - \$2.50 were low in comparison to the other cities.

A total of eight cities were surveyed including the cities of Newport Beach, Huntington Beach, Santa Monica, Beverly Hills, Hermosa Beach, Laguna Beach, Long Beach, and Redondo Beach. The survey results range widely as most cities have parking meter rates that vary by lot/location, by season and/or by time of day. For this reason, the survey identifies a range between the lowest hourly rate to the highest hourly rate. For example, rates in Newport Beach range from \$3.75 - \$8.55, Huntington Beach ranges from \$3.00 - \$4.00, Santa Monica ranges from \$2.50 - \$3.75, Laguna Beach ranges from \$2.50 - \$4.00, Long Beach ranges from \$2.00 - \$6.00, Beverly Hills ranges from \$0.00 - \$6.00 (parking is free for the first hour), Hermosa Beach ranges from \$2.00 to \$2.50, and Redondo Beach ranges from \$1.50 to \$2.00. This survey indicates that the price points for parking in prime areas among these municipalities is mostly between \$2.00 per hour and up to \$8.55 per hour in beach lots in peak hours. The proposed increase to \$3.00 per hour will make the price to park in Manhattan Beach comparable with other local cities and would better align with the market rate for parking. These survey results are illustrated on Slide 5 of the attached PowerPoint.

Additionally, the proposed increase in parking meter rates support some of the parking strategies being considered as part of the ongoing Parking Management Study. These strategies will likely include variable seasonal and/or weekend parking rates of \$3.00 or greater to maximize use of available parking supply and to incentivize alternative transportation modes. Staff will be presenting a full menu of parking strategies at a future City Council meeting in conjunction with the Draft City Parking Management Plan, which will include additional parking meter rate recommendations, if appropriate.

Commercial Parking Permit Fees

Another component of the public hearing is to consider an increase to the commercial parking permit fees, which would adjust the monthly Metlox parking permit from \$27 to \$65 and adjust the six-month commercial parking permit from \$160 (\$100 bulk rate) to \$250 (and eliminate the bulk rate discount due to high demand). It is important to note that these parking permit fees have not been adjusted since 2010 and have remained unchanged over the last 15 years despite parking meter rate increases occurring in 2021, 2020 and 2018.

The ongoing City Parking Management Study is also evaluating parking strategies related to commercial parking permits, which may include significant increases in permit fees in tandem with less expensive commercial parking options.

In determining the market rate for commercial parking permit fees, staff conducted a survey of like-cities that have similar parking permits, including Newport Beach, Huntington Beach, Santa Monica, Beverly Hills, Hermosa Beach, Laguna Beach, and Redondo Beach. Similarly, the survey results range widely as some cities have parking permit fees that vary by lot/location, by season and/or by time of day. For this reason, the survey identifies a range between the lowest permit rate to the highest permit rate. For example, Newport Beach parking permit fees range from \$156.75 for a three-month permit to \$627.25 for a nine-month permit, Huntington Beach has a monthly permit for \$25.00, Santa Monica ranges from \$80.00 - \$220.00 for a one-month permit, Laguna Beach ranges from \$240.00 -\$480.00 for a six-month permit, Beverly Hills ranges from \$40.00 - \$300.00 for a one-month permit, Hermosa Beach ranges from \$38.00 - \$250.00 for a one-month permit, and Redondo Beach ranges from \$70.00 - \$175.00 for a one-year permit. Although the City's commercial parking permits do not compare apples to apples, it is evident through the survey that the City of Manhattan Beach parking permit rates of \$27.00 for a one-month permit and \$100.00 - \$160.00 for a six-month permit are significantly low compared to the other cities. The proposed increase to \$65.00 for a one-month permit and \$250.00 for a six-month permit will make Manhattan Beach more comparable with other local cities and would better align with the market rate for parking permits. These survey results are illustrated on Slide 6 of the attached PowerPoint.

Coastal Development Permits

On April 8, 2025, the Community Development Department received an application from the Finance Department ("Applicant") for Coastal Development Permits to modify parking permit rates for commercial parking permits, and parking meter rates for on-street public parking spaces and public parking spaces within City, County, and State-owned public parking lots ("Project").

The proposed parking meter rate and commercial parking permit rate increases are proposed Citywide, which includes the Coastal Zone. For that reason, the proposed modifications to the parking meter rates and commercial parking permit rates are subject to the Manhattan Beach Local Coastal Program (LCP). Coastal Development Permits are governed by Chapter A.96 of the LCP. Sections A.96.040 and A.96.230 specify that, "A coastal development permit is required for any development, including gates, parking controls, new locations for parking meter areas, changes in fee structure, expansion of times and hours in which monthly permits may be offered, or other devices in the coastal zone that change the availability of long and short term public parking, including, but not limited to, changes in the operation of the City parking management program established in §A.64.230." The subject request includes an increase in parking rates for the Commercial

Permit Parking Program, on-street meters, City-owned lot meters, and State Pier and County lot meters. Therefore, Coastal Development Permits are required for these parking locations that are within the appealable and non-appealable portions of the Coastal Zone (included as Attachments 1 and 2 to this staff report).

Furthermore, pursuant to Sections A.96.030(D) and A.96.080(B) of the LCP, the Community Development Director, Planning Commission, and the City Council each possess decision-making authority on Coastal Development Permits. The City Council shall consider the project request at a public hearing, prior to rendering a decision on the application.

Parking Citation Penalties

California Vehicle Code Section 40203.5 authorizes the City to establish penalties for parking violations. The City's existing parking penalties have not been changed since 2015.

The proposed Resolution No. 25-0042 would increase all parking citation penalties by \$12. This will result in the majority of parking citations increasing from \$53 to \$65. Certain more serious infractions currently carry higher penalties, such as unauthorized use of a disabled parking space, which is currently set at \$338. Those violations will also increase by \$12.

In determining the market rate of parking citation penalties, staff conducted a survey of local cities that issue parking citations and found that the City's existing fine of \$53 for a typical parking citation was low compared to other cities.

Through the survey, staff compared the two most common citations, which are expired meter fines and street sweeping fines. Included in the survey are the cities of Newport Beach (\$76/\$70), Redondo Beach (\$75/\$53), Santa Monica (\$63/\$73), Los Angeles (\$63/\$73), Huntington Beach (\$58/\$46), Culver City (\$55/\$60), Beverly Hills (\$55/\$68), and Hermosa Beach (\$53/\$38). Similarly, the proposed parking citation penalty of \$65 will make Manhattan Beach more comparable with other local cities and would better align with the market rate for parking fines. These survey results are illustrated on Slide 8 of the attached PowerPoint.

Additionally, the late penalty fee for unpaid fines is currently set at \$31. Given the rising costs of processing and mailing additional late notices, an increase to this penalty is also justified. Staff seeks direction as to two options:

- Option One: Increase the penalty fee to equal 100% of the fine (as seen with other cities), or
- Option Two: Increase the late penalty by 22% (or \$7) for a total of \$38.

The Council's direction on late penalties will be added to Resolution No. 25-0042 and incorporated into the attached schedule of parking citation penalties.

Conclusion:

Following the public hearing, staff recommends adopting Resolution Nos. 25-0039, 25-0040, 25-0041, and 25-0042. If adopted, the new parking meter rates, parking permit fees and parking citation penalties will go into effect May 1, 2025. The fifteen day waiting period meets the requirements of the Coastal Development Permits. Additionally, the two-week delay will provide the necessary time to update the City's parking citation software and

hardware to reflect the new penalties.

PUBLIC OUTREACH:

A public notice for the April 15, 2025, public hearing was published in The Beach Reporter on April 3, 2025. As of the writing of this report, staff has not received public comments. Additionally, the City provided advance courtesy notice to the Downtown Business and Professional Association, Chamber of Commerce and North Manhattan Beach Business Improvement District.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and has determined that it is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

- 1. Resolution No. 25-0039 (Appealable Area)
- 2. Resolution No. 25-0040 (Non-Appealable Area)
- 3. Coastal Development Permit Application (Appealable Area)
- 4. Coastal Development Permit Application (Non-Appealable Area)
- 5. Resolution No. 25-0041(Parking Meter Rates Outside the Coastal Zone)
- 6. Parking Meter Zones Map
- 7. Resolution No. 25-0042 (Parking Citation Penalties)
- 8. Exhibit A Schedule of Parking Citation Penalties
- 9. PowerPoint Presentation

RESOLUTION NO. 25-0039

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A COASTAL DEVELOPMENT PERMIT TO ALLOW MODIFICATIONS TO THE PUBLIC PARKING METER RATES FOR ON-STREET SPACES AND BEACH PUBLIC PARKING LOTS WITHIN THE APPEALABLE PORTION OF THE CITY'S COASTAL ZONE

THE MANHATTAN BEACH CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

<u>SECTION 1</u>. On February 16, 2010, the City Council adopted Resolution No. 6244 approving a Coastal Development Permit to adopt and implement the Downtown Coastal Zone Parking Management Program on a permanent basis, including modifications to public parking meter rates and related parking revisions within the appealable portion of the City's Coastal Zone.

<u>SECTION 2</u>. On August 21, 2018, the City Council adopted Resolution No. 18-0113 approving a Coastal Development Permit to allow modifications to public parking meter rates within the appealable portion of the City's Coastal Zone. Within the appealable portion, this increased the public parking meter rate to \$1.75 per hour for on-street parking (previously \$1.25 per hour) and \$2.00 per hour for pier and beach parking lots (previously \$1.50 per hour).

<u>SECTION 3</u>. On September 15, 2020, the City Council adopted Resolution No. 20-0114 approving a Coastal Development Permit to increase public parking meter rates to a uniform rate of \$2.00 per hour for on-street meters (previously \$1.75 per hour) and City-owned parking lots (previously \$1.50 per hour) within the appealable portion of the City's Coastal Zone.

<u>SECTION 4</u>. On March 16, 2021, the City Council adopted Resolution No. 21-0025, approving a Coastal Development Permit to increase public parking meter rates from \$2.00 per hour to \$2.50 per hour at certain locations within the appealable portion of the City's Coastal Zone. These locations included the following State Pier and County public parking lots: Upper and Lower Pier (Manhattan Beach Boulevard/Ocean Drive and The Strand), El Porto (45th Street and The Strand), and Bruce's Beach (26th Street/Ocean Drive).

<u>SECTION 5</u>. On April 8, 2025, the Finance Department ("Applicant") applied for Coastal Development Permits to modify parking permit rates for commercial parking permits, and parking meter rates for on-street public parking spaces and public parking spaces in City, County, and State-owned public parking lots ("Project").

SECTION 6. Coastal development permits are governed by Chapter A.96 of the LCP. Section A.96.040 specifies that, "A coastal development permit is required for any development, including gates, parking controls, new locations for parking meter areas, changes in fee structure, expansion of times and hours in which monthly permits may be offered, or other devices in the coastal zone that change the availability of long and short term public parking, including, but not limited to, changes in the operation of the City parking management program established in §A.64.230." The subject request includes an increase in parking rates for the Commercial Permit Parking Program, on-street meters, cityowned lot meters, and State Pier and County lot meters. Therefore, a Coastal Development Permit is required.

<u>SECTION 7</u>. On April 15, 2025, the City Council conducted a duly noticed public hearing to consider the Project, during which the City Council received a presentation by staff and provided an opportunity for the public to provide evidence and testimony. The City Council also received and reviewed written testimony received by City prior to and during the public hearing.

<u>SECTION 8.</u> The City Council finds that the Project, as defined herein, is not a project as defined in Section 15378 of the California Environment Quality Act (CEQA) Guidelines. Therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA.

SECTION 9. The record of the public hearing indicates:

- A. The public parking spaces are located in Area Districts III and IV, and are located in Commercial, Open Space, and Public and Semi-Public zoning districts in the appealable portion of the City's Coastal Zone. The zoning of the spaces is consistent with the respective General Plan designations for each space.
- B. The City conducted a parking meter survey, which is on file with the City Finance Department, which indicates that the proposed rates are consistent with, or comparable to, the rates in other beach communities. Additionally, the City's ongoing Parking Management Study supports the proposed rate increases due to the high demand for parking in the city.
- C. The Project is consistent with the following General Plan goals:
 - Land Use Goal LU-6: Maintain the viability of commercial areas of Manhattan Beach.

The viability of commercial areas depends on a range of factors, including having various types of services and amenities available to residents and visitors. Providing adequate and well-maintained parking facilities supports access to the City's commercial areas. The proposed changes to the parking meter rates support the Downtown and North End commercial viability.

• Land Use Goal LU-7: Continue to support and encourage the viability of the Downtown area of Manhattan Beach.

Downtown Manhattan Beach has a variety of commercial and recreational uses, including but not limited to, coffee shops, restaurants, retail stores and the beach. As proposed, the modifications to the parking meter and commercial parking permit rates to increase them to market rates will support the provision of conveniently located parking facilities. Adopting modern parking rates encourages regular turnover of parking spaces, which encourages a greater number of patrons visiting the area, thus contributing to the economic vitality of Downtown Manhattan Beach.

 Mobility Plan Goal I-3: Ensure adequate parking and loading facilities are available to support both residential and commercial needs while reducing adverse parking and traffic impacts.

The proposed fee-related changes will result in additional annual revenue across the associated funds, which are necessary to support ongoing parking infrastructure needs and related activity. Additionally, the proposed rate changes align with the goal of efficient use of limited parking resources through the provision of market-based pricing.

<u>SECTION 10</u>. Based upon substantial evidence in the record, and pursuant to LCP Section A.96.150, the City Council hereby makes the following findings:

A. That the project, as described in the application and accompanying materials, or as modified by the conditions of approval, conforms with the certified Local Coastal Program.

The on-street, State Pier, and County public parking spaces are located in Area Districts III and IV, and are located in Commercial, Open Space, and Public and Semi-Public zoning districts. The zoning of the spaces is consistent with the respective General Plan designations for each space. The proposed parking meter

rate increases are allowed through a Coastal Development Permit. There are no proposed changes of use at the State Pier and County beach lots within these zoning districts. As such, the project, as conditioned, conforms with the City's certified LCP.

B. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976 (Commencing with Section 30200 of the Public Resources Code).

A. COASTAL ACCESS POLICIES

A. Parking Policies

Policy I.C.11: Maintain the existing public parking system in the vicinity of Valley/Ardmore/Manhattan Beach Boulevard to provide parking out of the downtown area.

There are no proposed physical changes to the existing public parking areas. The project scope is limited to increasing the parking meter rates for on-street meters and the State Pier and County public parking lots.

Policy I.C.15: Continue management of existing parking facilities through enforcement to improve efficiency by keeping on-street spaces available for short-term users and encouraging the long-term parkers to use off-street parking lots.

The proposed parking meter rate increases for on-street public parking spaces and the State Pier and County lot public spaces to provide modern pricing supports the provision and maintenance of both short-term and long-term parking facilities. Providing uniform pricing across the public parking meters at on-street spaces as well as at the various State Pier and County lots aligns with this goal of improving efficiency. Furthermore, market-rate pricing encourages regular turnover and increased access to local desirable destinations.

<u>SECTION 11</u>. Based upon the foregoing, the City Council hereby APPROVES the Project, subject to the conditions below.

- 1. The approval herein is for the following parking rate modifications:
 - On-street public parking meter rate increase from \$2.00 per hour to \$3.00 per hour; and
 - per hour; and
 State Pier and County parking lot meter rate increase from \$2.50 per hour to \$3.00 per hour
- 2. This Coastal Development Permit may be reviewed by the Community Development Department at any time in the future for the purpose of determining whether the increase has any adverse impact upon access to the coast.
- Any questions of intent or interpretation of any condition will be reviewed by the Community Development Director to determine if City Council review and action is required.

SECTION 12. The City Clerk shall certify the adoption of this Resolution.

<u>SECTION 13</u>. This entitlement shall lapse one year after its date of approval unless implemented or extended pursuant to Section A.96.0170 of the LCP.

AYES: NOES: ABSENT: ABSTAIN:	
	AMY THOMAS HOWORTH Mayor
ATTEST:	
LIZA TAMURA City Clerk	

ADOPTED on April 15, 2025.

RESOLUTION NO. 25-0040

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A COASTAL DEVELOPMENT PERMIT TO ALLOW MODIFICATIONS TO THE COMMERCIAL PARKING PERMIT RATES AND PUBLIC PARKING METER RATES FOR ON-STREET SPACES AND CITY-OWNED LOTS, WITHIN THE NON-APPEALABLE PORTION OF THE CITY'S COASTAL ZONE

THE MANHATTAN BEACH CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

<u>SECTION 1</u>. On February 16, 2010, the City Council adopted Resolution No. 6245 approving a Coastal Development Permit to adopt and implement the Downtown Coastal Zone Parking Management Program on a permanent basis, including modifications to public parking meter rates and related parking revisions within the non-appealable portion of the City's Coastal Zone.

<u>SECTION 2</u>. On August 21, 2018, the City Council adopted Resolution No. 18-0114 approving a Coastal Development Permit to allow modifications to public parking meter rates within the non-appealable portion of the City's Coastal Zone. Within the non-appealable portion, this increased the public parking meter rate to \$1.75 per hour for onstreet parking (previously \$1.25 per hour) and \$1.50 per hour for City-owned lots.

<u>SECTION 3</u>. On September 15, 2020, the City Council adopted Resolution No. 20-0115, approving a Coastal Development Permit to increase public parking meter rates to a uniform rate of \$2.00 per hour for on-street meters (previously \$1.75 per hour) and City-owned parking lots (previously \$1.50 per hour) within the appealable and non-appealable portions of the City's Coastal Zone.

<u>SECTION 4</u>. On April 8, 2025, the Finance Department ("Applicant") applied for Coastal Development Permits to modify parking permit rates for commercial parking permits, and parking meter rates for on-street public parking spaces and public parking spaces in City, County, and State-owned public parking lots ("Project").

SECTION 5. Coastal development permits are governed by Chapter A.96 of the LCP. Sections A.96.040 and A.96.230 specify that, "A coastal development permit is required for any development, including gates, parking controls, new locations for parking meter areas, changes in fee structure, expansion of times and hours in which monthly permits may be offered, or other devices in the coastal zone that change the availability of long and short term public parking, including, but not limited to, changes in the operation of the City parking management program established in §A.64.230." The subject request includes an increase in parking rates for the Commercial Permit Parking Program, on-street meters, city-owned lot meters, and State Pier and County lot meters. Therefore, a Coastal Development Permit is required.

<u>SECTION 6</u>. On April 15, 2025, the City Council conducted a duly noticed public hearing to consider the Project, during which the City Council received a presentation by staff and provided an opportunity for the public to provide evidence and testimony. The City Council also received and reviewed written testimony received by City prior to and during the public hearing.

<u>SECTION 7</u>. The City Council finds that the Project, as defined herein, is not a project as defined in Section 15378 of the California Environment Quality Act (CEQA) Guidelines. Therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA.

SECTION 8. The record of the public hearing indicates:

- A. The public parking spaces are located in Area Districts III and IV, and are located in Commercial, Open Space, and Public and Semi-Public zoning districts in the non-appealable portion of the City's Coastal Zone. The zoning of the spaces is consistent with the respective General Plan designations for each space.
- B. The City conducted a parking permit fee survey, which is on file with the City Finance Department, which indicates that the proposed permit fee increases are consistent with, or comparable to, the rates in other beach communities.
- C. The City conducted a parking meter rate survey, which is on file with the City Finance Department, which indicates that the proposed rates are consistent with, or comparable to, the rates in other beach communities. Additionally, the City's ongoing Parking Management Study supports the proposed rate increases due to the high demand for parking in the city.
- D. The Project is consistent with the following General Plan goals:
- Land Use Goal LU-6: Maintain the viability of commercial areas of Manhattan Beach.

The viability of commercial areas depends on a range of factors, including having various types of services and amenities available to residents and visitors. Providing adequate and well-maintained parking facilities supports access to the City's commercial areas. The proposed changes to the parking meter and commercial parking permit rates (which are primarily utilized by local businesses and their employees) support the Downtown and North End commercial viability.

 Land Use Goal LU-7: Continue to support and encourage the viability of the Downtown area of Manhattan Beach.

Downtown Manhattan Beach has a variety of commercial and recreational uses, including but not limited to, coffee shops, restaurants, retail stores and the beach. As proposed, the modifications to the parking meter and commercial parking permit rates to increase them to market rates will support the provision of conveniently located parking facilities. Adopting modern parking rates encourages regular turnover of parking spaces, which encourages a greater number of patrons visiting the area, thus contributing to the economic vitality of Downtown Manhattan Beach.

 Mobility Plan Goal I-3: Ensure adequate parking and loading facilities are available to support both residential and commercial needs while reducing adverse parking and traffic impacts.

The proposed fee-related changes will result in additional annual revenue across the associated funds, which are necessary to support ongoing parking infrastructure needs and related activity. The proposed rate changes align with the goal of efficient use of limited parking resources through the provision of market-based pricing. Furthermore, the proposed rate adjustments for the commercial parking permits are consistent with the City's parking management approach outlined in LCP Section A.64.230.

- E. LCP Section A.64.230 is related to the Parking Management Program for the Coastal Zone and contains provisions for a program that includes certain access and operational provisions for public parking facilities identified therein. The commercial parking permits are an existing component of this program.
- <u>SECTION 9</u>. Based upon substantial evidence in the record, and pursuant to LCP Section A.96.150, the City Council hereby makes the following findings:
 - A. That the project, as described in the application and accompanying materials, or as modified by the conditions of approval, conforms with the certified Local Coastal Program.

The on-street and City-owned lot public parking spaces are located in Area Districts III and IV, and are located in Commercial, Open Space, and Public and Semi-Public zoning districts. The zoning of the spaces is consistent with the respective General Plan designations for each space. The proposed parking meter rate increases are allowed through a Coastal Development Permit. There are no proposed changes of use at the City-owned lots within these zoning districts. As such, the project, as conditioned, conforms with the City's certified LCP.

B. If the project is located between the first public road and the sea, that the project is in conformity with the public access and recreation policies of Chapter 3 of the Coastal Act of 1976 (Commencing with Section 30200 of the Public Resources Code).

The portion of the project which is subject to this CDP is not located between the first public road and the sea. Therefore, this finding is not applicable.

<u>SECTION 10.</u> Based upon the foregoing, the City Council hereby APPROVES the Project, subject to the conditions below.

- 1. The approval herein is for the following parking rate modifications:
 - Commercial Parking Permit Program rates for bi-annual and monthly permits as set forth below:
 - Monthly permit rate increase from \$27.00 per month to \$65.00 per month; and
 - Bi-annual permit rate increase from \$160.00 (\$100.00 bulk rate) per month to \$250.00 per month
 - On-street public parking meter rate increase from \$2.00 per hour to \$3.00 per hour; and
 - City-owned public parking lot meter rate increase from \$2.00 per hour to \$3.00 per hour.
 - 2. This Coastal Development Permit may be reviewed by the Community Development Department at any time in the future for the purpose of determining whether the increase has any adverse impact upon access to the coast.
 - 3. Any questions of intent or interpretation of any condition will be reviewed by the Community Development Director to determine if City Council review and action is required.

SECTION 11. The City Clerk shall certify the adoption of this Resolution.

<u>SECTION 12</u>. This entitlement shall lapse one year after its date of approval unless implemented or extended pursuant to Section A.96.0170 of the LCP.

ADOPTED on April 15, 2025.

ATTEST:

AYES: NOES: ABSENT: ABSTAIN:		
	AMY THOMAS HOWORTH Mayor	

LIZA TAMURA City Clerk



MASTER APPLICATION FORM

CITY OF MANHATTAN BEACH COMMUNITY DEVELOPMENT DEPARTMENT

Office Use Only
Date Submitted:
Received By:

City of Manhattan Beach - Coast	al Zone (App	pealable Area)	F&G Check	Submitted:
Project Address				
Legal Description				
Various			III & IV	,
General Plan Designation		Zoning Designation	Area Dist	
-				
For projects requiring a Coastal Deve	lopment Permi		•	
Project located in Appeal Jurisdiction		Project <u>not</u> located in		
Major Development (Public Heari	ng required)	Public Hearing R	equired (due to	UP, Var, ME, etc.)
Minor Development (Public Heari	ng, if requested	d) U No Public Hearin	g Required	
Submitted Application (che				
() Appeal to PC/PPIC/BBA/CC		() Use Permit (R	•	4330
(X) Coastal Development Permit	4341	() Use Permit (C		4330
() Continuance	4343	() Use Permit Ar	mendment	4332
() Cultural Landmark	4336	() Variance		4331
() Environmental Assessment	4225	() Park/Rec Quir	mby Fee	4425
() Minor Exception	4333	() Pre-applicatio	n meeting	4425
() Subdivision (Map Deposit)	4300	()Public Hearing	g Notice	4339
() Subdivision (Tentative Map)	4334	() Lot Merger/Adj	just./\$15 rec.	4225
() Subdivision (Final)	4334	() Zoning Busine	ess Review	4337
() Subdivision (Lot Line Adjust.)	4335	() Zoning Report	t	4340
() Telecom (New or Renewed)	4338	() Other		
	(less Pre-/	Application Fee if appl		
Receipt Number:	Date Paid	d: Ca	ashier:	
Applicant(s)/Appellant(s) Ir	nformation			
City of Manhattan Beach				
Name				
1400 Highland Avenue, Manhatto	an Boach CA	00266		
Mailing Address	an beach, Cr	(70200		
Owner/Municipal Government				
Applicant(s)/Appellant(s) Relationship	to Property			
Libby Bretthauer, Acting Finance	Director	310-802-5597 / Ibrett	hauer@manhat	tanheach aov
Contact Person (include relation to ap			number / email	tanocach.gov
1400 Highland Avenue, Manhatta Address	an Beach, CA	90266		
		310-802-5597 / Ibre	etthauer@manh	attanbeach.gov
Applicant(s)/Appellant(s) Signature			umber / email	
Complete Project Descripti	on- includ	ing any demolition	n (attach ac	lditional pages
as necessary)				
Coastal Development Permit to				
for on-street spaces and beach p	oublic parking	g lots within the appe	alable portio	n of the City's
Coastal Zone.				

¹ An Application for a Coastal Development Permit shall be made prior to, or concurrent with, an application for any other permit or approvals required for the project by the City of Manhattan Beach Municipal Code. (Continued on reverse) ◆

OWNER'S AFFIDAVIT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I/We City of Manhattan Beach	being duly sworn, depose
and say that I am/we are the owner(s) of the property involved in foregoing statements and answers herein contained and the informal respects true and correct to the best of my/our knowledge and be	n this application and that the ation herewith submitted are in
Signature of Property Owner(s) – (Not Owner in Escrow or Lessee)	
Talyn Mirzakhanian, City Manager, City of Manhattan Beach	
Print Name	_
1400 Highland Avenue, Manhattan Beach, CA 90266	
Mailing Address	
310-802-5053/tmirzakhanian@manhattanbeach.gov	
Telephone/email	
Subscribed and sworn to (or affirmed) before me thisday or	of , 20
by	
the basis of satisfactory evidence to be the person(s) who appeared	
,	before file.
Signature Notary Public	
	SEAL
*************************	*********
Fee Schedule Summary	
Below are the fees typically associated with the corresponding ap shown on this sheet may apply – refer to current City Fee Resolution for assistance.) Fees are subject to annual adjustment.	
Submitted Application (circle applicable fees, apply total to Fee Coastal Development Permit	Summary on application)
Public hearing – no other discretionary approval required:	\$ 4,202
Public hearing – other discretionary approvals required:	2,070
No public hearing required – administrative: Transfer:	1,607 🖾 167
Use Permit	107
Use Permit:	\$ 8,948 🖾
Master Use Permit:	11,626
Master Use Permit Amendment: Master Use Permit Conversion:	7,876 🖾 5,326 🖾
Variance	0,020
Filing Fee:	\$ 8,985
Minor Exception Without notice:	\$ 378
With notice:	1,686
Subdivision	·
Certificate of Compliance:	\$ 1,755
Final Parcel Map + mapping deposit: Final Tract Map + mapping deposit:	642 921
Mapping Deposit (paid with Final Map application):	500
Merger of Parcels or Lot Line Adjustment:	1,264
Quimby (Parks & Recreation) fee (per unit/lot):	1,817
Tentative Parcel Map (4 or less lots / units) No Public Hearing: Tentative Parcel Map (4 or less lots / units) Public Hearing:	g: 1,486 3,755 🖾
Tentative Tract Map (5 or more lots / units) No Public Hearing.	_
Environmental Review (contact Planning Division for applicable fee)	
Environmental Assessment (no Initial Study prepared):	\$ 215
Environmental Assessment (if Initial Study is prepared): Public Hearing Notice applies to all projects with public hearings and	3,133
covers the City's costs of envelopes, postage and handling the mailing of public notices. Add this to filing fees above, as applicable:	
Coastal Permit – 100 ft. Radius	\$ 184
Large Family Daycare – 100 ft. Radius Minor Exception – 300 ft. Radius	57 228
Other Permits – 300 ft. Radius	412
Code, General Plan, Zoning Amendments	588



MASTER APPLICATION FORM

CITY OF MANHATTAN BEACH COMMUNITY DEVELOPMENT DEPARTMENT

Office Use Only

Date Submitted: Received By:

F&G Check Submitted:

City of Manhattan Beach - Coastal Zone (Non-Appealable Area)

Project Address Legal Description III & IV **Various** General Plan Designation Zoning Designation Area District For projects requiring a Coastal Development Permit, select one of the following determinations1: Project located in Appeal Jurisdiction Project <u>not</u> located in Appeal Jurisdiction Public Hearing Required (due to UP, Var, ME, etc.) Major Development (Public Hearing required) Minor Development (Public Hearing, if requested) No Public Hearing Required **Submitted Application** (check all that apply) () Appeal to PC/PPIC/BBA/CC 4225 () Use Permit (Residential) 4330 (X) Coastal Development Permit 4341) Use Permit (Commercial) 4330 4343) Use Permit Amendment () Continuance 4332) Cultural Landmark 4336) Variance 4331 4225 () Park/Rec Quimby Fee 4425 () Environmental Assessment) Minor Exception 4333) Pre-application meeting 4425 () Subdivision (Map Deposit) () Public Hearing Notice 4300 4339) Subdivision (Tentative Map)) Lot Merger/Adjust./\$15 rec. 4334 4225 () Subdivision (Final) () Zoning Business Review 4334 4337) Subdivision (Lot Line Adjust.) 4335) Zoning Report 4340) Telecom (New or Renewed) 4338 Other Fee Summary: (See fees on reverse side) Total Amount: \$ __(less Pre-Application Fee if applied within past 3 months) Date Paid: Receipt Number: Cashier: Applicant(s)/Appellant(s) Information City of Manhattan Beach Name 1400 Highland Avenue, Manhattan Beach, CA 90266 Mailing Address Owner/Municipal Government Applicant(s)/Appellant(s) Relationship to Property <u>Libby Bretthauer, Acting Finance Director</u> 310-802-5597 / lbretthauer@manhattanbeach.gov Contact Person (include relation to applicant/appellant) Phone number / email 1400 Highland Avenue, Manhattan Beach, CA 90266 Address 310-802-5597 / Ibretthauer@manhattanbeach.gov Applicant(s)/Appellant(s) Signature Phone number / email Complete Project Description- including any demolition (attach additional pages as necessary) Coastal Development Permit to allow modifications to the commercial parking permit rates and

portion of the City's Coastal Zone.

public parking meter rates for on-street spaces and city-owned lots within the non-appealable

¹ An Application for a Coastal Development Permit shall be made prior to, or concurrent with, an application for any other permit or approvals required for the project by the City of Manhattan Beach Municipal Code. (Continued on reverse) ◆

OWNER'S AFFIDAVIT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I/We City of Manhattan Beach	being duly sworn, depose
and say that I am/we are the owner(s) of the property involved in the foregoing statements and answers herein contained and the informational respects true and correct to the best of my/our knowledge and believed.	this application and that the on herewith submitted are in
Signature of Property Owner(s) – (Not Owner in Escrow or Lessee)	
Talyn Mirzakhanian, City Manager, City of Manhattan Beach	
Print Name	
1400 Highland Avenue, Manhattan Beach, CA 90266	
Mailing Address	
310-802-5053/tmirzakhanian@manhattanbeach.gov	
Telephone/email	
Subscribed and sworn to (or affirmed) before me thisday of_	, 20
by	
the basis of satisfactory evidence to be the person(s) who appeared be	
• • • • • • • • • • • • • • • • • • • •	nore me.
Signature Notary Public	
SEA	AL
***************************************	********
Fee Schedule Summary	
Below are the fees typically associated with the corresponding appl shown on this sheet may apply – refer to current City Fee Resolution (of for assistance.) Fees are subject to annual adjustment.	
Submitted Application (circle applicable fees, apply total to Fee Se	ummary on application)
Coastal Development Permit	ummary on application)
Public hearing – no other discretionary approval required:	\$ 4,202
Public hearing – other discretionary approvals required:	2,070
No public hearing required – administrative: Transfer:	1,607 🖾 167
Use Permit	107
Use Permit:	\$ 8,948
Master Use Permit:	11,626
Master Use Permit Amendment: Master Use Permit Conversion:	7,876 🖾 5,326 🖾
Variance	0,020
Filing Fee:	\$ 8,985
Minor Exception Without notice:	\$ 378
With notice:	1,686
Subdivision	
Certificate of Compliance:	\$ 1,755
Final Parcel Map + mapping deposit: Final Tract Map + mapping deposit:	642 921
Mapping Deposit (paid with Final Map application):	500
Merger of Parcels or Lot Line Adjustment:	1,264
Quimby (Parks & Recreation) fee (per unit/lot):	1,817
Tentative Parcel Map (4 or less lots / units) No Public Hearing: Tentative Parcel Map (4 or less lots / units) Public Hearing:	1,486 3,755 🖾
Tentative Tract Map (4 or less lots / units) No Public Hearing:	4,326
Environmental Review (contact Planning Division for applicable fee)	·
Environmental Assessment (no Initial Study prepared):	\$ 215
Environmental Assessment (if Initial Study is prepared): Public Hearing Notice applies to all projects with public hearings and	3,133
covers the City's costs of envelopes, postage and handling the	
mailing of public notices. Add this to filing fees above, as applicable:	
Coastal Permit – 100 ft. Radius	\$ 184
Large Family Daycare – 100 ft. Radius Minor Exception – 300 ft. Radius	57 228
Other Permits – 300 to 500 ft. Radius	412
Code, General Plan, Zoning Amendments	588

RESOLUTION NO. 25-0041

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL INCREASING PARKING METER RATES OUTSIDE THE COASTAL ZONE TO \$3.00 PER HOUR

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

<u>SECTION 1</u>. On April 8, 2025, the Finance Department applied for Coastal Development Permits to modify parking meter rates for on-street public parking spaces and public parking spaces in City, County, and State-owned public parking lots within the Coastal Zone.

<u>SECTION 2</u>. The adoption of this Resolution approves and sets forth a procedure for increasing parking meter rates for the purpose of meeting increased operating and capital expenses related to parking facilities and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21080 et seq.) pursuant to Public Resources Code Section 21080(b)(8)(A).

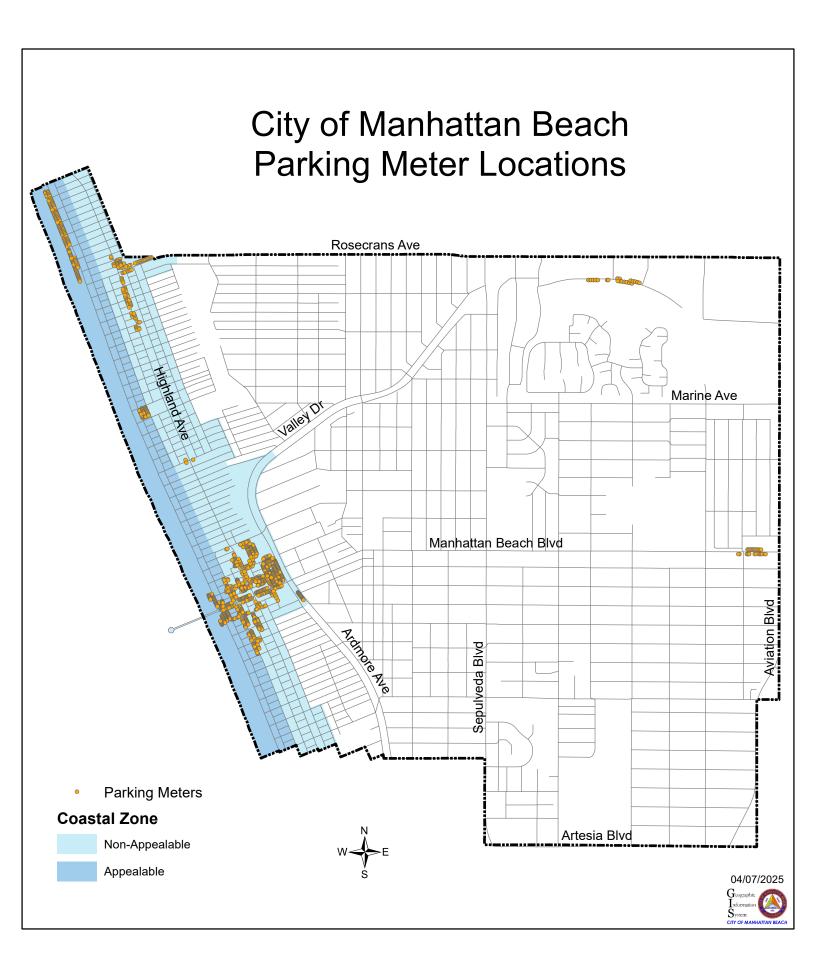
<u>SECTION 3</u>. The City Council hereby approves an increase from \$2.00 to \$3.00 per hour for all parking meters outside the Coastal Zone.

<u>SECTION 4</u>. This Resolution shall be effective upon passage, however, the increase in parking meter rates will become effective on May 1, 2025.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED on April 15, 2025.

AMY THOMAS HOWORTH Mayor	



RESOLUTION NO. 25-0042

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A \$12.00 INCREASE IN PARKING CITATION PENALTIES AND ADJUSTING THE LATE PENALTY FEE FOR PARKING CITATIONS

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

- SECTION 1. California Vehicle Code Section 40203.5 authorizes the City to establish parking penalties for parking violations and late payment penalties. The parking penalties for parking violations and late payment penalties established by this Resolution comply in all respects with the requirements of California Vehicle Code Sections 40200 to 40230 inclusive, and other applicable law and are necessary for the protection of the public health: safety, interest, and general welfare.
- <u>SECTION 2</u>. The adoption of this Resolution approves and sets forth a procedure for increasing reasonable penalties for the purpose of meeting increased operating and capital expenses of City departments and is, therefore, exempt from the California Environmental Quality Act (Public Resources Code Sections 21080 et seq.) pursuant to Public Resources Code Section 21080(b)(8)(A).
- <u>SECTION 3</u>. Based upon the foregoing, the City Council hereby approves a \$12.00 increase in the penalties for the parking violations identified on Exhibit A.
- <u>SECTION 4.</u> Based upon the foregoing, the City Council hereby increases the late penalty fee to: ______.
- <u>SECTION 5</u>. The revised Schedule of Parking Citation Penalties is attached hereto as Exhibit A and is hereby incorporated herein by this reference.
- <u>SECTION 6</u>. The City Manager is hereby authorized to adjust future parking citation rates, on a one-to-one basis, by any dollar or percentage surcharge imposed on parking citations by federal, state or county government.
- <u>SECTION 7</u>. This Resolution shall be effective upon passage, however, the \$12.00 increase in parking citation penalties will become effective on May 1, 2025.
- <u>SECTION 8</u>. The Council hereby directs the City Clerk to insert the late penalty fee into Section 5.
 - <u>SECTION 9</u>. The City Clerk shall certify to the adoption of this Resolution.

AYES: NOES: ABSENT: ABSTAIN:	
	AMY THOMAS HOWORTH Mayor
ATTEST:	
LIZA TAMURA	

ADOPTED on April 15, 2025.

City Clerk

Exhibit A Schedule of Parking Citation Penalties

#	Code	Section	Description	Current Fine	Proposed Fine (\$12 Increase)	Current Late Penalty	Proposed Late Penalty Option 1 (100% of Fine)	Proposed Late Penalty Option 2 (\$7 Increase)
1	1412030	14.12.030 MC	TRAFFIC DEVICE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
2	1412090	14.12.090 MC	UNAUTHORIZED PAINTING/CURB	\$55.00	\$67.00	\$31.00	\$67.00	\$38.00
3	1428110	14.28.110 MC	PARKING ON PIER	\$55.00	\$67.00	\$31.00	\$67.00	\$38.00
4	1428120	14.28.120 MC	PARKING ON SAND/BEACH	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
5	1428150	14.28.150 MC	WALK STREET	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
6	1428170	14.28.170 MC	VEH PROHIBITED IN CITY PARK	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
7	1436030	14.36.030 MC	PARKWAY	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
8	1436050A	14.36.050A MC	WITHIN ISLANDS	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
9	1436050B	14.36.050 (B) MC	PROJECT/LINES	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
10	1436050C	14.36.050C MC	HAZARD AREA	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
11	1436050D	14.36.050D MC	NO PARKING	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
12	1436050F 1436050G	14.36.050F	STOP/HAZARD STREET SWEEPING	\$53.00	\$65.00 \$65.00	\$31.00 \$31.00	\$65.00 \$65.00	\$38.00 \$38.00
13	1436050G 1436050H	14.36.050G MC 14.36.050 (H) MC	25 FT OF SIGN	\$53.00 \$53.00	\$65.00	\$31.00	\$65.00	\$38.00
15	1436050H	14.36.050 (I) MC	25 FT OF SIGN 25 FT OF CROSSWALK	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
16	1436050J	14.36.050 (J) MC	25 FT OF BLVD. STOP	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
17	1436060	14.36.060 MC	OVER 72 HOURS	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
18	1436070	14.36.070 MC	DEMO/SALE/LEASE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
19	1436080	14.36.080 MC	REPAIR VEHICLE/STREET	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
20	1436090	14.36.090 MC	WASH/POLISH VEHICLE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
21	1436100	14.36.100 MC	ADJACENT SCHOOL	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
22	1436120	14.36.120 MC	SAFE ON GRADE/WHEELS NOT	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
23	1436150	14.36.150 MC	TEMPORARY PARKING PROHIBITED	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
24	1436170	14.36.170 MC	VALET PARKING PROHIBITED	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
25	1436180	14.36.180 MC	PKG OF DETACHED VEH AND	\$149.00	\$161.00	\$31.00	\$161.00	\$38.00
26	1440010	14.40.010 MC	OVERTIME 24 MINUTE/INDEF	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
27	1440030	14.40.030 MC	LIMITED PARKING - (1 HOUR)	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
28	1440040	14.40.040 MC	LIMITED PARKING - (2 HOUR)	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
29	1440050	14.40.050 MC	PARALLEL ONE WAY	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
30	1440060	14.40.060/070 MC	NOT W/IN LINES/FRNT WHL 6" CRB	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
31	1440070 1440080	14.40.070 MC	IN LINES COMPACT SPACES	\$53.00	\$65.00 \$65.00	\$31.00	\$65.00 \$65.00	\$38.00
33	1440090	14.40.080 MC 14.40.090 MC	NO STOP ZONE	\$53.00 \$53.00	\$65.00	\$31.00 \$31.00	\$65.00	\$38.00 \$38.00
34	1440100	14.40.100 MC	D P EXEMPT	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
35	1440110	14.40.110 MC	PUBLIC PROPERTY	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
36	14401101	14.40.110/120 MC	PUBLIC/PRIVATE PROPERTY	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
37	1440110B	14.40.110B MC	HEAD IN ONLY	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
38	1440120	14.40.120 MC	PRIVATE PROPERTY	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
39	1440150	14.40.150 MC	OPEN LOT	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
40	1440160	14.40.160 MC	OPPOSITE/FRONT GARAGE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
41	1444020	14.44.020 MC	COMMERICIAL VEH PROHIBITED	\$81.00	\$93.00	\$31.00	\$93.00	\$38.00
42	1444030	14.44.030 MC	COMMERCIAL PLATES REQUIRED	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
43	1444030A	14.44.030 (A) MC	PERMISSION TO LOAD OR UNLOAD	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
44	1444040	14.44.040 MC	STOP/COM/LOAD	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
45	1444050	14.44.050 MC	STOP/WHITE ZONE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
46	1444060 1444070	14.44.060 MC	STOP/ALLEY BUS ZONE	\$53.00 \$53.00	\$65.00	\$31.00 \$31.00	\$65.00 \$65.00	\$38.00
47	1444070	14.44.070 MC 14.46.020 MC	PKG OVERSIZED VEH AND TRLRS	\$53.00 \$149.00	\$65.00 \$161.00	\$31.00 \$31.00	\$65.00 \$161.00	\$38.00 \$38.00
49	1448010B	14.48.010 (B) MC	OFF TRUCK ROUTE EXCEEDS 3	\$149.00	\$161.00	\$31.00	\$93.00	\$38.00
50	1448020	14.48.020 MC	COMERCIAL VEHICLE PROHIBITED	\$81.00	\$93.00	\$31.00	\$93.00	\$38.00
	21113A	21113 (A) CVC	PUBLIC GROUNDS/NO STOP	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
52	225001	22500.1 CVC	FIRE LANE	\$111.00	\$123.00	\$31.00	\$123.00	\$38.00
	22500A	22500 (A) CVC	IN INTERSECTION	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
54	22500B	22500 (B) CVC	PARKING IN CROSSWALK	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
55	22500C	22500 (C) CVC	SAFETY ZONE/CURB	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
56	22500E	22500 (E) CVC	BLOCKING DRIVEWAY	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
57	22500F	22500 (F) CVC	PARKING ON SIDEWALK	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
58	22500G	22500 (G) CVC	OBSTRUCT TRAFFIC	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
59	22500H	22500 (H) CVC	DOUBLE PARKED	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
60	22500I	22500 (I) CVC	BUS ZONE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
61	22500J	22500 (J) CVC	TUBE OR TUNNEL	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
62	22500K	22500 (K) CVC	ON BRIDGE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
63	22500O	22500 (O) CVC	15' FIRE STATION	\$63.00	\$75.00	\$31.00	\$75.00	\$38.00
64	22502A	22502 (A) CVC	WRONG DIRECTION/CURB	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00

Exhibit A Schedule of Parking Citation Penalties

#	Code	Section	Description	Current Fine	Proposed Fine (\$12 Increase)	Current Late Penalty	Proposed Late Penalty Option 1 (100% of Fine)	Proposed Late Penalty Option 2 (\$7 Increase)
65	22505	22505 CVC	POSTED/PROHIB	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
66	225078	22507.8 (A) CVC	IN DISABLED SPACE	\$338.00	\$350.00	\$31.00	\$350.00	\$38.00
67	225078A	22507.8 (A) CVC	IN DISABLED SPACE	\$338.00	\$350.00	\$31.00	\$350.00	\$38.00
68	225078B	22507.8 (B) CVC	BLOCKING HANDICAPPED SPACE	\$338.00	\$350.00	\$31.00	\$350.00	\$38.00
69	225078C	22507.8 (C) CVC	NO PARKING CROSSHATCH	\$338.00	\$350.00	\$31.00	\$350.00	\$38.00
70	22514	22514 CVC	15 FT OF FIRE HYDRANT	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
71	22515	22515 CVC	UNATTENDED VEHICLE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
72	22516	22516 CVC	PERSON LOCKED IN VEHICLE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
73	22521	22521 CVC	WITHIN 7 1/2' RR TRACKS	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
74	22522	22522 CVC	3 FT OF ACCESS RAMP	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
75	22526	22526 CVC	BLOCKING INTERSECTION	\$118.00	\$130.00	\$31.00	\$130.00	\$38.00
76	22526A	22526 (A) CVC	GRIDLOCK LAW	\$68.00	\$80.00	\$31.00	\$80.00	\$38.00
77	22700	22700 CVC	ABANDONED VEHICLE	\$68.00	\$80.00	\$31.00	\$80.00	\$38.00
78	23127	23127 CVC	NO MOVING VEH/POSTED PATH	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
79	24401	24401 CVC	LOW BEAM	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
80	26709A	26709 (A) CVC	NO REAR VIEW MIRROR	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
81	27155	27155 CVC	FUEL CAP	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
82	324060A	3.24.060 (A) MC	METER EXPIRED	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
83	324060B	3.24.060 (B) MC	OVER POSTED LIMIT	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
84	324060C	3.24.060(C) MC	OVER POSTED LIMIT	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
85	324110L	3.24.110L MC	OVERTIME	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
86	324110M	3.24.110M MC	OVERTIME	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
87	324140	3.24.140 MC	NO PERMIT	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
88	4000A	4000 (A) CVC	REGISTRATION REQ	\$89.00	\$101.00	\$31.00	\$101.00	\$38.00
89	440204B	14.44.020(A4)MC	15 MINUTE PARKING	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
90	44020A1	14.44.020 (A1)MC	RED ZONE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
91	44020A2	14.44.020(A2) MC	COMMERCIAL LOADING 20 MIN	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
92	44020A29	14.44.020(A2)9MC	GREEN/YELLOW ZONE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
93	44020A3	14.44.020 (A3)MC	WHITE ZONE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
94	5200	5200 CVC	DISPLAY LICENSE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
95	5200A	5200 (A) CVC	FRONT/REAR PLATE REQUIRED	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
96	5201	5201 CVC	LICENSE SECURE	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00
97	5204	5204 CVC	CURRENT LICENSE TAB	\$84.00	\$96.00	\$31.00	\$96.00	\$38.00
98	528130	5.28.130 MC	EXCEEDING 24 CONTINUOUS	\$53.00	\$65.00	\$31.00	\$65.00	\$38.00



INCREASE TO PARKING RELATED FEES, PERMITS AND PENALTIES



CONDUCT PUBLIC HEARING TO CONSIDER:





- Coastal Development Permits to Approve an Increase to Parking Meter Rates at On-Street Meters, City Parking Lots and Beach Parking Lots and an Increase to Commercial Parking Permit Rates in the Coastal Zone
- 2. Approving an Increase to On-Street Parking Meter Rates Outside the Coastal Zone
- 3. Approving an Increase to Parking Citation Penalties



OVERVIEW

- Background on:
 - 1. Parking Meter Rates
 - 2. Commercial Parking Permit Fees
 - 3. Parking Citation Penalties
- Parking infrastructure needs
- Survey of surrounding cities
- Proposed increases consistent with market rate
- Fiscal impacts



PERMITS AND PENALTIES

BACKGROUND

- Parking Meter Rates were last updated in 2020 and 2021 (4-5 years ago)
- 2. <u>Commercial Parking Permit Fees</u> were last updated in 2010 in conjunction with the last Parking Management Study (15 years ago)
- 3. <u>Parking Citation Penalties</u> were last updated in 2015 (10 years ago)
- As a requirement, Coastal Development Permits are included for proposed increases to Parking Meter Rates and Parking Permit Fees (items 1 and 2 above) in the Appealable and Non-Appealable areas within the Coastal Zone.

PARKING INFRASTRUCTURE NEEDS

The City is faced with critical parking needs resulting from:

- Increased demand for parking
- Aging parking infrastructure and deferred maintenance
- Lot 3 Replacement Parking Lot
- Outdated parking meter technology
- Conversion to advanced kiosk pay stations
- Waterproofing parking structures
- Other parking lot improvement projects as aging infrastructure reaches its maximum useful life



Due to increased parking needs, additional funding should be recovered through parking meter rates, parking permit fees and parking citation penalties to support these parking needs.



SURVEY ON PARKING METER RATES

Rank (Highest to Lowest)		Lowest Hourly Rate	Highest Hourly Rate	Notes
				Rates vary by lot location & season, plus annual CPI
1	Newport Beach	\$3.75	\$8.55	increase
2	Huntington Beach	\$3.00	\$4.00	Rates vary by lot location & season
3	Santa Monica	\$2.50	\$3.75	Rates vary by lot location
4	Laguna Beach	\$2.50	\$4.00	Rates vary by lot location
5	Long Beach	\$2.00	\$6.00	Rates vary by lot location
				3 Hr Ave is \$2.67 - Parking is free in first hour, \$2 in
6	Beverly Hills	\$0.00	\$6.00	second hour, \$6 in third hour & every hour thereafter
7	Hermosa Beach	\$2.00	\$2.50	Rates vary by time of day (2am-8pm & 8pm - 2am)
8	Manhattan Beach	\$2.00	\$2.50	Current rates last updated in 2020 & 2021*
9	Redondo Beach	\$1.50	\$2.00	Rates vary by lot location

- *In 2020, the On-Street and Parking Lot Meters were adjusted to \$2.00/Hour
- *In 2021, the Beach Parking Lots were last adjusted to \$2.50/Hour
- Ongoing Parking Management Study supports increase
- **Recommendation:** Adjust parking meter rates Citywide to \$3.00/Hour



SURVEY ON COMMERCIAL PARKING PERMIT RATES

Rank (highest	City Name	Lowest Parking Permit Rate	Highest Parking Permit Rate	Notes
to lowest)	City Nume	\$156.75		
1		l '	'	Based on "Master Parking Permit" rates which vary by
	Newport Beach	3-month permit	9-month permit	season, plus annual CPI increase
		\$240.00	\$480.00	Based on "Business Employee Parking Permit
2	Laguna Beach	6-month permit	6-Month permit	(Standard v. Premiere Pass)" rates which vary by lot
		\$65.00	\$220.00	
3	Santa Monica	l-month permit	l-month permit	Based on "Monthly Parking Permit Rates in Downtown"
		\$40.00	\$300.00	Based on "Monthly Parking - Range from Low \$40 to
4	Beverly Hills	l-month permit	l-month permit	High \$300" as set by Parking Authority
		\$38.00	\$250.00	Based on "Monthly 12-hour pass for Lot C" to "Monthly
5	Hermosa Beach	l-month permit	l-month permit	24-hour pass for Lots A, B and C"
		\$27.00	\$160.00 / \$100.00	Based on "Monthly Metlox Parking Parking Permit" and
6	Manhattan Beach*	1-month permit	6-month permit	"6-Month Commercial Parking Permit (Lot M, 1, 2, 4)"
		\$25.00	\$25.00	
7	Huntington Beach	l-month permit	l-month permit	Based on "Downtown Employee Monthly Parking Pass"
		\$70.00	\$175.00	Based on "Annual Parking Meter Permits" and "Riviera
8	Redondo Beach	l-year permit	l-year permit	Village Employee Parking Meter Permits"

- *In 2010, the Commercial Parking Permit Fees were established at \$27 for a 1-Month Metlox Parking Permit and at \$160 for a 6-Month Parking Permit (or \$100 discount rate if buying in bulk of 5 permits or more)
- Ongoing Parking Management Study supports increase
- **Recommendation:** Adjust 1-Month Metlox Parking Permit to \$65 and 6-Month Parking Permit to \$250 due to high demand for parking permits



COMPARISON OF COMMERCIAL PARKING PERMIT RATES V. HOURLY PARKING METER RATES

Parking Permit Price	1-Month Permit	6-Month Permit
Rate	\$ 65.00	\$250.00
Parking Meter Price	1-Month Equivalent	6-Month Equivalent
Hourly Rate	\$3.00	\$3.00
Hours/week	40	40
Weeks per 1- or 6-Month period	4.3	25.7
Equivalent Rate based on 40 hours/week	\$514.29	\$ 3,085.71
Proportion of Permit Rate v. Meter Rate		
% of Permit Price	13%	8%
% Discount by Obtaining Permit	87%	92%

- Based on the comparison above, Parking Permit holders would still receive an estimated 87% discount by obtaining a 1-month permit and an estimated 92% discount by obtaining a 6-month permit
- Parking permits are in high demand and availability is limited so a rate adjustment is warranted considering parking permits have not been adjusted in 15 years



SURVEY ON PARKING CITATION PENALTIES

#	CITY	Expired Meter / Parking Violation Fine	Street Sweeping Fine	Late Penalty
1	Newport Beach	\$76		\$25 late fee
				\$33 (40 days), \$30 (next 15 days), \$25 (next 15
2	Redondo Beach	\$75	\$53	days)
3	Santa Monica	\$63		100% of Fine
				100% of Fine (21 days), \$25 charge (next 21
4	Los Angeles	\$63	\$73	days), \$29 Charge (next 21 days)
5	Huntington Beach	\$58	\$46	Not available
6	Culver City	\$55	\$60	100% of Fine, plus \$3 for 2nd late penalty
7	Beverly Hills	\$55		100% of Fine (21 days), \$29 (next 14 days)
8	Manhattan Beach*	\$53	\$53	\$31 late fee
9	Hermosa Beach	\$53	\$38	\$30 late fee

- *In 2015, parking citation penalties were increased by \$5, resulting in an average citation of \$53
- **Recommendation:** Adjust all parking citations by \$12, resulting in an average citation of \$65, which aligns with other coastal cities
- And adjust the late penalty by either:
 - Option 1) reset the late penalty to 100% of original fine (consistent with other cities) or Option 2) increase late penalty by \$7 to reset late penalty to \$38



FISCAL IMPACT

Fund	Parking Meter Rate Increase	Parking Permit Rate Increase	Parking Citation Increase	TOTAL
Parking Fund	\$1,995,942	\$283,320	-	\$2,279,262
County Parking Lots Fund	\$225,853	-	-	\$225,853
State Pier and Parking Lot Fund	\$168,344	_	-	\$168,344
General Fund	-	_	\$540,000	\$540,000
TOTAL	\$2,390,139	\$283,320	\$540,000	\$3,213,459

• Collectively, these increases would result in a total of \$3,213,459 in additional annual revenue recovered across all funds, which would facilitate the funding of ongoing critical parking infrastructure needs and increased operational costs.

APRIL 15, 2025

RECOMMENDED ACTION:

- Conduct Public Hearing for Coastal Development Permits to Increase Parking Meter Rates, Commercial Parking Permits and Parking Citation Penalties
- Adopt Resolution Nos. 25-0039, 25-0040, 25-0041, and 25-0042, thereby enhancing funding options for parking improvements and infrastructure needs
- If approved, the new rates would go into effect on May 1, 2025, which meets the 15 day waiting period requirements of the Coastal Development Permits and provides the necessary time to update the City's parking citation software and hardware to reflect the new penalties.









STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Liza Tamura, City Clerk Martha Alvarez, Assistant City Clerk Breana Contreras, Deputy City Clerk

SUBJECT:

Consideration of a Revision to the City Council Assignments to Include a Library Subcommittee and Appointment of Two City Councilmembers as Delegate and Alternate (No Budget Impact) (City Clerk Tamura).

(Estimated Time: 15 Mins.)

A) DISCUSS AND PROVIDE DIRECTION

B) APPOINT

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction regarding the reintroduction of the Library Subcommittee as part of the City Council Assignments. Additionally, it is recommended that the City Council appoint two City Councilmembers to serve as Delegate and Alternate, ensuring active participation and representation.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action.

This action is not expected to have any fiscal implications, as it does not involve budgetary allocations or expenditures. The recommended action is focused on governance and representation.

BACKGROUND:

The Library Subcommittee was first established on March 15, 2011, as an integral part of the City Council Assignments. Its primary purpose was to facilitate discussions during the pre-design phase of potential library modifications, particularly focusing on setting aside any necessary funds. The Subcommittee functioned effectively until April 4, 2017, after which it was dissolved following the conclusion of its duties.

In light of upcoming discussions with Los Angeles County regarding expenditure of surplus funds related to the Manhattan Beach Library, there is a renewed need for the Library Subcommittee. Its reinstatement will provide a structured platform for collaboration and dialogue, ensuring the City remains proactive and well-prepared.

DISCUSSION:

During the April 1, 2025, City Council meeting, Mayor Pro Tem Lesser and Mayor Howorth emphasized the importance of re-establishing the Library Subcommittee. Their recommendation stemmed from the anticipated deliberations with Los Angeles County over surplus funds that may significantly impact the Manhattan Beach Library. Alternatively, the appointment of a new liaison was suggested, further underscoring the critical need for focused representation on this matter.

To address this request, staff has prepared a revised version of the City Council Assignments and Assignment Descriptions to include the Library Subcommittee. These updated documents are provided as attachments for review and consideration by the City Council.

The reintroduction of the Library Subcommittee will not only enhance the City's preparedness for discussions with Los Angeles County but also reinforce its commitment to transparency, accountability, and proactive governance. Staff recommends that the City Council approve the proposed revision and proceed with appointing two City Councilmembers - one as Delegate and one as Alternate - to represent the City effectively.

Upon approval, the revised City Council Assignments documents will be finalized and published. Additionally, staff will notify the Los Angeles County Public Library - Board of Library of the appointments, laying the groundwork for constructive and collaborative discussions.

PUBLIC OUTREACH:

After analysis, staff determined that public outreach was not required for this issue.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

- 1. Proposed Revision to the City Council Assignments (Redline Version)
- 2. City Council Assignment Descriptions (Redline Version)

CITY COUNCIL ASSIGNMENTS MANHATTAN BEACH



REORGANIZATION OF CITY COUNCIL - OCTOBER 15, 2024 • NEXT REORGANIZATION - AUGUST 5, 2025

CITY COUNCIL COMMITTEES	DELEGATE	ALTERNATE	FREQUENCY
City Council Ad Hoc Subcommittee Regarding MBUSD	Franklin	Charelian	As Needed
Utilities Subcommittee	Lesser	Tarnay	As Needed
Finance Subcommittee*	Howorth	Lesser	Quarterly/As Needed
Senior Advisory Committee	Franklin	Lesser	As Needed
Art in Public Places Committee - Bruce's Beach Art Project	Howorth	Tarnay	As Needed
Website Refresh Ad Hoc Subcommittee	Howorth	Tarnay	As Needed
Legislative Ad Hoc Subcommittee	Mayor Mayor Pro Tem		As Needed
<u>Library Subcommittee</u>			<u>As Needed</u>
LOCAL GOVERNMENT			
South Bay Cities Council of Government (SBCCOG)*	Tarnay	Lesser	2 or More Times/Month
South Bay Regional Public Communications Authority (RCC)*	Lesser	Charelian	2 Times/Year
L.A. COUNTY GOVERNMENT			
Independent Cities Association (ICA)			Monthly - PM
Los Angeles County Sanitation District (LACSD)*	Mayor	Mayor Pro Tem	Monthly - PM
Los Angeles County City Selection Committee	Mayor	Mayor Pro Tem	2 Times/Year
West Basin Municipal Water District	Tarnay	Charelian	Monthly - 1:00 PM
REGIONAL/STATE GOVERNMENT			
League of California Cities	Mayor	Mayor Pro Tem	As Needed
Southern California Association of Governments (SCAG)*	Howorth	Tarnay	1 Time/Year
California Contract Cities Association (CCCA)	Howorth	Charelian	Monthly - PM
Clean Power Alliance of Southern California* (Previously - Los Angeles Community Choice Energy Authority*)	Lesser	Tarnay	Monthly - PM
Metropolitan Water District of Southern California	Tarnay	Charelian	Monthly- Noon
CIVIC ORGANIZATIONS			
Manhattan Beach Neighborhood Watch	Lesser	Franklin	6 Times/Year - PM
Manhattan Beach Hometown Fair Association	Charelian	Tarnay	Monthly - PM
Manhattan Beach Community Emergency Response Team (C.E.R.T)	Lesser	Charelian	As Needed
BUSINESS ORGANIZATIONS			
Manhattan Beach Chamber of Commerce	Franklin	Tarnay	As Needed
Downtown Manhattan Beach Business & Professional Association	Howorth	Tarnay	Monthly - AM
North Manhattan Beach Business Improvement District	Charelian	Tarnay	Monthly - PM
AIRPORTS			
Los Angeles World Airports LAX/Community Noise Roundtable	Franklin	Charelian	As Needed
Hawthorne Municipal Airport Communities Network Committee	Franklin	Charelian	4 Times/Year
KHHR Communities Network Committee (CNC)	Franklin	Charelian	4 Times/Year

CITY COUNCIL ASSIGNMENT DESCRIPTIONS



MANHATTAN BEACH CITY COUNCIL

CITY COUNCIL COMMITTEES

CITY COUNCIL AD HOC SUBCOMMITTEE REGARDING MANHATTAN BEACH UNIFIED SCHOOL DISTRICT:

This committee is comprised of two City Councilmembers who meet with two School Boardmembers on an asneeded basis to discuss issues of mutual interest to the City and the school district.

UTILITIES SUBCOMMITTEE:

This committee is comprised of two City Councilmembers who meet with Southern California Edison (SCE) representatives on an informal basis about the reliability and maintenance of SCE's system in Manhattan Beach.

FINANCE SUBCOMMITTEE:

This committee is comprised of two City Councilmembers and the City Treasurer. The committee meets on a quarterly basis to discuss issues such as the investment report, the annual audit, the annual budget, and other finance-related issues. The City Treasurer maintains regular contact with the Finance Department staff.

SENIOR ADVISORY COMMITTEE (SAC):

The purpose of the SAC is to provide ongoing input to the City of Manhattan Beach on the provision and delivery of recreational, social, educational, health and community services (via The Older Adult Program) to Manhattan Beach residents aged 55 and over. One City Councilmember (usually the Mayor or City Councilmember appointed by the Mayor) acts as the liaison to the SAC to communicate Older Adult programs and events to the City Council and share City Council updates with the SAC.

ART IN PUBLIC PLACES COMMITTEE - BRUCE'S BEACH ART PROJECT:

This ad-hoc committee is composed of two City Councilmembers, who meet with representatives from the dissolved Bruce's Beach Task Force, the Cultural Arts Commission, and City staff. They will discuss the art project and RFP for the art to be placed at Bruce's Beach Park.

WEBSITE REFRESH AD HOC SUBCOMMITTEE:

This committee is comprised of two Councilmembers who meet with the City Manager, and Communications Division staff with the goal of modernizing the website by creating an improved user experience and incorporating the City's brand.

LEGISLATIVE AD HOC SUBCOMMITTEE:

This committee is comprised of two City Councilmembers who meet with City Management Department staff. The committee meets on an as-needed basis to review proposed regional, state, and federal legislation for conformance with the City Council's approved legislative platform. Additionally, the committee will develop the platform and present it for City Council approval.

Approved March 4, 2025

LIBRARY SUBCOMMITTEE:

This committee is comprised of two City Councilmembers that meet on an as needed basis to discuss the expenditures of the <u>LA County Library</u> surplus <u>funds</u> as related to the Manhattan Beach Library.

LOCAL GOVERNMENT

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)*:

The SBCCOG is a Joint Powers Authority of 16 cities and the County of Los Angeles that share the goal of maximizing the quality of life and productivity of the South Bay region. The members are comprised of the Cities of: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, Torrance and the Harbor City/San Pedro communities of the City of Los Angeles along with the unincorporated areas of the County of Los Angeles District 2 and 4. Each member has one delegate. The Board of Directors meets once a month (4th Thursday) to discuss issues of relevance to the South Bay Cities such as legislation, transportation, and other such intergovernmental issues.

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (RCC)*:

The South Bay Regional Public Communications Authority (also referred to as "RCC" for Regional Communications Center) is a Joint Powers Authority currently owned by the cities of Gardena, Hawthorne and Manhattan Beach while also providing communications services under contract to the cities of El Segundo, Hermosa Beach, and Culver City. City Council representatives attend twice a year.

L.A. COUNTY GOVERNMENT

INDEPENDENT CITIES ASSOCIATION (ICA):

ICA is a non-profit corporation established in 1960 by the full service cities (cities that provide their own police and/or fire services) in Southern California to represent the interests of the member cities collectively. The organization focuses on education, legislative advocacy, intergovernmental relationships and other major issues that transcend the boundaries of its member cities. ICA is governed by a maximum of 24 Board of Directors elected by the member cities which meets once a month every 2nd Thursday.

LOS ANGELES COUNTY SANITATION DISTRICTS (LACSD)*:

The Sanitation Districts are a public agency created under state law to manage wastewater and solid waste on a regional scale and consist of 24 independent special districts serving about 5.6 million people in Los Angeles County. The service area covers approximately 850 square miles and encompasses 78 cities and unincorporated territory within the county. The Board of Directors consists of the mayor of each city within that District and meet once per month every 3rd Wednesday of the month.

LOS ANGELES COUNTY CITY SELECTION COMMITTEE:

The ad hoc group is made up of elected officials from each city in Los Angeles County (the mayor is the automatic delegate) that appoint City representatives to such Boards, Commissions and Agencies required by law, to seats on regional boards such as: LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. The group meets on an asneeded basis approximately 3-4 times a year.

WEST BASIN MUNICIPAL WATER DISTRICT:

West Basin Municipal Water District is a wholesale water agency that provides imported drinking water to 17 cities and unincorporated areas of Los Angeles County throughout its 185 square mile service area. In addition to imported water, West Basin provides the following key services: producing five types of customer-specific recycled water; implementing effective water use efficiency and conservation programs; exploring desalination technologies; and providing community outreach and education programs. The Board of Directors meets monthly.

REGIONAL/STATE GOVERNMENT

LEAGUE OF CALIFORNIA CITIES:

The League of California Cities is an Association of California City Officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities. The City of Manhattan Beach is within the Los Angeles County division of the League and is made up of the 86 cities in LA County. The League of California Cities provides members with the opportunity to exchange ideas and information and share the advantages of cooperative advocacy. The division is guided by an executive committee under the leadership of a division president. Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG):

SCAG functions as the metropolitan planning organization of 191 cities encompassing the six counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. Generally, SCAG develops long-range regional transportation plans including sustainable communities' strategy and growth forecast components, regional transportation improvement programs, regional housing needs allocations, and a portion of the South Coast Air Quality management plans. General Assembly meets once a year and is attended by a representative from the City.

CALIFORNIA CONTRACT CITIES ASSOCIATION (CCCA):

California Contract Cities Association (CCCA) is to serve as a rallying point for cities contracting for municipal services to ensure the best constituent services at the minimum cost. Through municipal seminars, education, exchange of ideas and information, the association combines resources to influence policy decisions affecting member cities.

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (CPA):

Clean Power Alliance is a new, locally controlled electricity provider or regional Community Choice Aggregation (CCA) program in Southern California. CPA allows local governments to purchase electricity in the wholesale power market and sell it to their residents and businesses at competitive rates as an alternative to electricity provided by an investor owned utility. CPA is run by an Executive Director and a small staff and is overseen by elected officials from cities and counties who serve on a Board of Directors of the CPA, a nonprofit agency established to operate the program. The City of Manhattan Beach, as a Board Member since December 2017, has the opportunity to make important, foundational decisions regarding environmental sustainability. The Mayor, Mayor Pro Tem, and/or Staff are appointed as Board of Directors and Alternates attend monthly board meetings, as well as multiple committee meetings.

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA:

The Metropolitan Water District of Southern California serves 26 public water agencies (cities, municipal water districts and one county water authority) that then deliver supplies directly or indirectly to 19 million people in Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura counties. The Board of

Directors meets monthly.

CIVIC ORGANIZATIONS

MANHATTAN BEACH NEIGHBORHOOD WATCH:

Neighborhood Watch Area Coordinators meetings are held every other month (2nd Wednesday). It is up to the committee chair and the City delegate to work out appropriate participation for the City representative. Attendance may also include a brief report/City update at the beginning of the meeting.

MANHATTAN BEACH HOMETOWN FAIR ASSOCIATION:

The annual Manhattan Beach Old Hometown Fair is organized by an all-volunteer, non-profit board of directors. The meeting schedule varies and is provided to the board members. It is up to the committee chair and the City delegate to work out appropriate participation for the City representative. Attendance may also include a brief report/City update at the beginning of the meeting.

MANHATTAN BEACH COMMUNITY EMERGENCY RESPONSE TEAM (C.E.R.T)

The Manhattan Beach Community Emergency Response Team Association is an all-volunteer, non-profit organization created to enhance disaster preparedness and emergency response for the citizens of Manhattan Beach. We accomplish this through participation in community awareness events, various training programs, and drills and providing volunteer support to the Manhattan Beach Fire and Police Departments when a disaster strikes or upon activation by the Manhattan Beach Fire or Police Departments in the event of an emergency.

BUSINESS ORGANIZATIONS

MANHATTAN BEACH CHAMBER OF COMMERCE:

Established in 1941, the Manhattan Beach Chamber of Commerce is dedicated to promoting business through a mix of opportunities for business expansion, personal growth and community connection. The Board of Directors meets once a month (3rd Wednesday). Traditionally, the City Delegate provides an update on matters of interest to the business community.

DOWNTOWN MANHATTAN BEACH BUSINESS & PROFESSIONAL ASSOCIATION (DBPA):

The DBPA is a non-profit corporation established in 1985 which serves all business license holders in the downtown area except commercial property owners. The DBPA works on parking, transportation and community programs, marketing and advertising of the downtown and holds a variety of promotions and special events. The DBPA meets once a month, usually the second Thursday of the month at 9:00 a.m. Traditionally, the City Delegate provides an update on matters of interest to the downtown business community.

NORTH MANHATTAN BEACH BUSINESS IMPROVEMENT DISTRICT (BID):

The North Manhattan Beach BID (the area generally surrounding the Rosecrans Avenue and Highland Avenue intersection) was originally formed in 1969, and then reformed in 2004 with a broadened scope to address physical improvements to the district, signage, and marketing. It includes all business license holders in the defined area and has a 7-member board comprised of business owners within the BID boundaries which meets once a month – usually the first Wednesday at 6 p.m. The Revenue Services Manager is the staff liaison and administrator for the BID. City delegates attend meetings and may provide a brief report/City update when needed.

AIRPORTS

LOS ANGELES WORLD AIRPORT (LAWA) LAX/COMMUNITY NOISE ROUNDTABLE:

The Roundtable was created in September 2000 and is intended to reduce and mitigate the adverse noise impacts that the users of LAX create on the surrounding communities and their environs. Membership of the Roundtable consists of local elected officials, representatives of congressional offices, members of recognized community groups, the Federal Aviation Administration (FAA), the Office of Antiterrorism Assistance (ATA), and LAWA management. The roundtable meets on the second Wednesday of every odd numbered month and may schedule additional meetings as needed. All meetings start at 7 p.m..

HAWTHORNE MUNICIPAL AIRPORT COMMUNITIES NETWORK COMMITTEE:

This committee was created to provide an informational forum engaging representatives from communities affected by FAA established flight paths, pilots and flight operation managers as well as FAA representatives in conversations aimed at finding ways to reduce and mitigate noise impacts on the surrounding communities to the extent possible by pilots and the FAA laws and regulations and safety standards. The committee meets at 6:00pm on the second Wednesday of: January, April, July, and October.

KHHR COMMUNITIES NETWORK COMMITTEE (CMC):

This committee was created to provide an informational forum engaging representatives from communities affected by FAA establish flight paths, pilots, and flight operation managers as well as FAA representatives in conversations aimed at finding ways to reduce and mitigate noise impacts on the surrounding communities to the extent possible by pilots and the FAA laws and regulations and safety standards.

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Erick Lee, Public Works Director Nicky Petroff, Senior Management Analyst

SUBJECT:

Consideration of a Plan to Transition Parking Payment Infrastructure to Payment Kiosks and Mobile Pay Options (Unbudgeted) (Public Works Director Lee).

(Estimated Time: 30 Mins.)

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction on a plan to transition parking payment infrastructure to payment kiosks and mobile pay options.

FISCAL IMPLICATIONS:

The proposed plan is estimated to cost approximately \$3.09 million for implementation, which includes the purchase and installation of pay stations, signage, digital displays, and upgrades to the License Plate Recognition (LPR) system. Ongoing annual costs are estimated at \$475,300, which includes software licensing, transaction fees, and warranty coverage.

Currently, the City is responsible for all out-of-pocket expenses related to parts and equipment replacements and transaction fees associated with parking meter credit card payments. The proposed plan includes warranty coverage for both the LPR system and pay stations, enabling the City to plan and manage future budgets more effectively. Additionally, the updated system offers opportunities to streamline transaction processing, potentially reducing per-transaction fees through more efficient payment methods. If directed by the City Council to proceed, a budget to support this plan will be included as part of the Fiscal Year 2025-2026 budget process.

BACKGROUND:

On March 14, 2023, the City Council directed staff to place "Parking Meter and Kiosk

Exploration" on the City Council Work Plan. This project involves updating the City's parking payment infrastructure and moving away from single-space meters in appropriate parking areas.

The City currently operates 1,275 single-space meters and 12 pay stations. These systems have nearly reached the end of their useful life, are costly to maintain, and are prone to technical issues. To address these challenges, the City contracted with Dixon Resources Unlimited to develop a Parking Technology Roadmap (Roadmap) that identifies strategies to improve parking payment infrastructure and implement modernized systems. The Roadmap is included as an attachment to this report.

DISCUSSION:

Transitioning from single-space parking meters to centralized kiosks and mobile payment systems, as described in the Roadmap, offers several overarching benefits to the community by modernizing technology and streamlining parking operations. This shift will provide for better integration of parking systems, allowing for more efficient management of resources, improved data collection, and enhanced enforcement capabilities. By consolidating maintenance needs from nearly 1,300 individual meters to approximately 140 pay stations, the City will be able to allocate resources more effectively and reduce equipment downtime, creating a more reliable parking experience.

Additionally, the implementation of kiosks and mobile payment options will provide users with increased flexibility and convenience in completing parking transactions. These systems will reduce reliance on physical currency, streamline the payment process, and offer real-time information on parking availability, assisting drivers in locating open spaces more efficiently.

To support user security, the City will not utilize QR codes as part of the payment process. Although QR codes are widely used in many digital transactions, the City does not currently use them and will not incorporate them into this new parking payment system. This approach is intended to minimize potential security concerns while supporting a reliable, accessible, and efficient parking experience for all users.

Key strategies from the Roadmap to improve parking payment infrastructure and implement modernized systems are described below.

Core Technology Update

All single-space meters would be replaced with approximately 140 new pay stations. These pay stations will include a combination of card-only and card-plus-coin models to maximize payment infrastructure accessibility. Additionally, app-based and text-to-pay solutions will be introduced to complement the pay stations, providing users with multiple payment options. The payment infrastructure simplifies maintenance and operational oversight, shifting from managing 1,300 individual meters to just 140 centralized pay stations. This reduces maintenance demands, improves equipment reliability, and lowers long-term operational costs. The integration of multiple payment platforms also supports more efficient revenue collection and enhanced enforcement capabilities through real-time data, ultimately maximizing parking availability and turnover.

Enhancements to Parking Enforcement

LPR technology would be expanded and integrated to enhance enforcement and data collection. Parking enforcement vehicles will be equipped with cameras capable of automatically scanning and reading license plates as they drive through parking areas. This system allows for real-time verification of parking sessions, whether paid via pay stations or mobile apps, by matching license plate numbers to active parking transactions in the database. The technology significantly enhances enforcement capabilities by allowing officers to cover more ground efficiently and accurately, reducing the need for manual checks and minimizing human error. Additionally, the data collected through LPR helps the City analyze parking patterns, identify high-demand areas, and optimize enforcement schedules. By improving turnover and compliance through efficient enforcement, LPR contributes to maximizing parking availability, ensuring that more spaces are used effectively and equitably throughout the day.

Improved Signage

The City would also standardize regulatory and informational signage with unified branding to improve clarity and usability. This effort would benefit both users and the City by creating a more consistent and intuitive parking environment. For users, consistent signage reduces confusion about parking rules, payment methods, and time limits, making it easier to understand where and how to park legally. Improved clarity enhances the overall user experience, minimizes accidental violations, and supports smoother navigation throughout the parking system.

Furthermore, digital parking occupancy signs would be installed in appropriate parking lots to provide real-time information on garage and lot availability, enhancing both wayfinding and overall parking efficiency. For users, access to accurate, up-to-date occupancy data helps streamline the parking experience by reducing the time spent searching for available spaces, particularly in busy areas. This improves convenience, supports a more efficient arrival process, and can help alleviate traffic congestion caused by vehicles circulating in search of parking. For the City, these signs contribute to more effective management of parking resources and promote better distribution of demand across facilities.

Integrated Parking Management

Data collection and analysis would be enhanced using integrated tools for real-time insights into parking trends and operations. Operational processes will be updated to align with the shift from extensive physical hardware to more streamlined, technology-driven systems. With fewer devices to maintain and greater reliance on digital tools such as mobile payments and real-time data, the City would adjust its resource allocation and management approach to support efficient operation and maintenance of the modernized parking infrastructure.

Updates to Business Processes

The transition would also necessitate updates to maintenance and collection procedures, as well as an evaluation of staffing needs, including full-time equivalent employees (FTEs) and job duties for Meter Repair Workers.

Parking Management Study

In 2024, City staff contracted with Walker Consultants to conduct a comprehensive Citywide Parking Management Study focused on on-street and off-street public parking within its

commercial areas, including Downtown, the North End Business District, and other commercial zones. The study assesses existing parking supply and demand, evaluates current and anticipated parking needs, and analyzes potential parking and curbside management strategies. The goal is to develop a practical and actionable set of recommendations to support the efficient management of parking resources and multi-modal transportation access.

The transition of the City's parking payment infrastructure to payment kiosks and mobile pay options as recommended in this report would enable the City to quickly deploy the parking strategies being developed in the current City Parking Management Study. Many of the anticipated parking strategies will require a smart parking meter system capable of mobile payments, flexible parking rate data analytics, and real-time monitoring and enforcement to better manage our parking supply. This smart system would be able to optimize parking operations and proactively respond to evolving parking needs, which would result in an improved overall user experience and more sustainable urban environment.

Next Steps

Staff recommends that the City move forward transitioning its parking payment infrastructure to payment kiosks and mobile pay options through a competitive RFP process. This process would ensure that the City evaluates multiple qualified vendors, identifies cost-effective and practical solutions, and selects technology that best meets the needs of the community. It would also include vendor demonstrations to assess system functionality, user interface design, and integration capabilities with existing and planned enforcement and data systems. Additionally, these demonstrations would allow the City to evaluate how the proposed equipment performs under local coastal conditions to ensure durability and reliability. If directed to proceed, a Coastal Development Permit must be approved prior to the award of any contract. Staff anticipates that the new payment infrastructure could be installed by the end of Fiscal Year 2025-2026.

Estimated Procurement and Implementation Process Schedule (Parking Technology Roadmap, Table 3. Page 16)

Task Estimated Timeframe

Specification Development May 2025

RFP Release June 2025 RFP Review July 2025

Vendor Interviews & Demo August 2025

Contract Award & Contracting September 2025

Standard Operating Procedure Review September 2025 - March 2026

Manufacturing and Configuration September 2025 - March 2026

Implementation Planning January 2026 - March 2028

Implementation Period April - May 2026

Final Acceptance June 2026

PUBLIC OUTREACH:

After analysis, staff determined that public outreach was not required for this issue. However, prior to full implementation, the City will provide opportunities for stakeholders to

review the selected equipment, participate in demonstrations, and offer feedback on the user experience. This effort will ensure that the community is informed about the new parking payment technologies and can provide input on the transition, ultimately enhancing public trust and ensuring the smooth adoption of the new system.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the discussion and direction from City Council is not a "Project" as defined in Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA and no further environmental review is necessary. However, any plan to ultimately transition parking payment infrastructure to parking kiosks and mobile pay options may be subject to CEQA and will be analyzed prior to said activities being brought back to City Council for consideration.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

- 1. Parking Technology Roadmap
- 2. PowerPoint Presentation

Parking Technology Roadmap

City of Manhattan Beach, California

Prepared by Dixon Resources Unlimited

January 2, 2025

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Introduction

Purpose

This Parking Technology Roadmap (Roadmap) was developed by Dixon Resources Unlimited (DIXON) for the City of Manhattan Beach, CA (City), to assess the City's current parking technologies and provide recommendations for the procurement and implementation of new technology. The Roadmap includes the following elements in the City's parking program:

- On-street Parking Payment Technology
- Applicable Based Payment Technology
- Text-to-pay Payment Technology
- License Plate Recognition (LPR) Technology
- Non-technology strategies to support the program

This Roadmap aims to provide the City with guidance on building a cohesive and effective parking technology ecosystem, with the goal of improving efficiency and futureproofing the City's parking program. The recommendations for parking technology included in this Roadmap may be used by City staff to help guide and inform the release of Request for Proposals (RFP) of various technologies targeted for approval by the City Council in February 2025.

About DIXON

DIXON, a California-based parking and transportation management consulting firm, brings over 30 years of extensive knowledge and hands-on experience. Founded by Julie Dixon, a seasoned professional in the field, DIXON is committed to directly supporting municipal parking programs. As 'Parking Coaches,' the team offers best-in-class municipal parking solutions across a broad spectrum, including operational audits, policy development, financial projections, community engagement, data collection, parking studies, citation and permit management, solicitations, and technology and services procurement support. The team's industry awareness and familiarity with parking technology and current developments have made DIXON a sought-after advisor for parking programs nationally and globally.

The findings and recommendations outlined in this Plan are guided by working experience supporting other agencies nationwide. DIXON's unique specialization in parking management and involvement in the industry ensures that the expertise applied is current, relevant, and finetuned based on real-world results. The Plan draws on existing best practices and the latest industry feedback and is tailored to suit the City based on expert observation and input from City staff.

Background

The City currently operates approximately 1,275 single-space parking meters and 12 multi-space pay stations. The single-space meters are equipped with occupancy sensing technology for collecting occupancy data and resetting purchased time once a vehicle departs the space. The City's Public Works Department manages general parking management and payment technology, the Finance Department completes all financial reconciliations and parking

enforcement is conducted by the Police Department. Mobile License Plate Recognition (LPR) is installed on three vehicles that are utilized to enforce parking payments.

Table 1. Current Technologies

Technology	Provider	Use
Single-space parking meter	IPS Group, Inc.	On and off-street parking
		payments
Single-space sensor	IPS Group, Inc.	On and off-street occupancy
		detection
Multi-space parking meter	IPS Group, Inc.	Off-street parking payments
LPR	Motorola/Vigilant	Parking enforcement
Citation Issuance and Collection	Turbo Data Systems	Parking payment enforcement
		and citation issuance

This Roadmap will specifically focus on replacing parking payment technologies and assessing the supporting solutions. The current parking payment technology is ageing, resulting in increasing costs to maintain the equipment, including the necessary replacement parts and person-hours required to keep the system operating. Additionally, the City has experienced ongoing technical and service provider issues, increasing costs and customer frustration.

Parking payment technology is currently deployed in the following quantities for each location.

Table 2. Payment Technology Locations

Technology	Single-space Meters	Pay Stations
On-street Parking	541	0
Metlox Garage	0	12
Civic Center Upper	0	0
Civic Center Lower	96	0
Lower Pier Lots	68	0
Upper Pier Lots	50	0
Lot 1	45	0
Lot 2	66	0
Lot 3 (under construction)	0	0
Lot 4	64	0
Civic Center South	10	0
Lot 6	23	0
Lot 7	17	0
Lot 8	0	0
26th and Ocean Lot	68	0
El Porto Lot	227	0
TOTALS	1,275	12

Technology Roadmap

The following section provides recommendations for replacing or enhancing the existing technology as well as non-technology implications for the program.

Pay Station Technology

The City currently utilizes a mix of single-space parking meters and multi-space pay stations for on-street and off-street parking payments. To promote an easy and customer-friendly parking experience, the City should select a new singular technology in the form of state-of-the-art pay stations with a pay-by-plate enforcement method. This specific format is the latest industry standard for efficiency and function.

This technology has proven more cost-effective and customer-friendly over the long term. Savings are found through less on-street infrastructure, implementation costs, replacement parts, and maintenance service. Most vendors now provide ongoing services for a flat per-pay station fee, removing any per-transaction fees which add to the savings. Additional services are now available on pay stations, including customized branding, information screens, validations, alternative payment listings, and more. These services are found to not only enhance the customer's experience but also support the goals of local businesses and other stakeholders.

Pay stations may be configured to accept payment types that support the changing payment landscape. The majority of transactions will be a bank card purchase, however access to coin payment is still required and also supports a customer friendly approach. It is recommended that the City consider a mix of bank card only and bank card plus coin accepting pay stations. Reducing the number of coin-accepting pay stations provides an operational and fiscal benefit by requiring less hardware maintenance and coin collecting and counting.

For the purposes of this plan, we have recommended a 50/50 split between pay station configurations. However, the actual number will need to be determined with the following considerations:

- **Parking Lots or Garages:** At least one coin accepting pay station will be needed in each parking lot or garage.
- **On-Street**: A customer should not be required to walk further than one block to make a coin payment. The City should make an effort to place the coin accepting pay station in the same location on each block.
- **Signs or Postings:** A sign or posting on or near a bank card only pay station should list the nearest coin accepting pay station.

The Pay Station systems will be utilized with the other technologies recommended in this report to create a cohesive and efficient parking technology program. Pay by plate supports an enhanced enforcement program through integrations that allow the LPR system to scan license plates to identify noncompliance. These integrations are industry standard and should be of no additional cost to the City.

To install new pay stations, the City should consider the following general guidelines for equipment placement.

- **Parallel Parking Block** One pay station shall service 8 to 10 parallel parking stalls on a block face. The pay station should be located nearest to the center of the block.
- **Angled/Perpendicular Parking Block** One pay station shall service 15 to 20 angled or perpendicular stalls located on a block face. The pay station should be located nearest to the center of the block.
- Additional Pay Station per Block Additional pay stations may be added to a block face with more than 10 parallel or 20 angled stalls. The additional pay station(s) will provide service for every additional group of 2 to 10 parallel parking stalls or 2 to 20 angled/perpendicular stalls on a block face. Each pay station should be located nearest to the center of each group of stalls.
- **Corner Placement** Corner placement of pay stations may be considered depending on the storefront makeup, block length, and pedestrian traffic flow.
- **Street Crossing** A customer shall not have to cross traffic to access a pay station.

The following is an approximate count of pay stations the City will need to procure. It is also recommended to purchase an additional spare stock. These pay stations can be utilized to fill in any additional locations determined during implementation and as spare parts for ongoing operations. Purchasing additional pay stations in bulk is generally more cost-effective than individual or spare parts purchases.

During the procurement process, DIXON can work with the City to identify and map each pay station's specific location to refine the total number required. The following is the approximate total number of pay stations that will be needed.

Table 3. Pay Station Count

Location	Number of Stalls	Approximate Number of Pay Station Needed
On Street Parking	541	68
Metlox Garage	450	10
Civic Center Upper	0	0 (free lot)
Civic Center Lower	96	4
Lower Pier Lots	68	4
Upper Pier Lots	50	4
Lot 1	45	3
Lot 2	66	4
Lot 3 (under construction)	Approximately 70	4
Lot 4	64	4
Civic Center South	10	1
Lot 6	23	2
Lot 7	17	2
Lot 8	0	0 (free lot)
26th and Ocean Lot	68	4
El Porto Lot	227	10
Spare Stock	0	16
	1,795	140

The tasks and components associated with pay station implementation include:

- ✓ Pay Station solution procurement (City)
- ✓ Pay station hardware (Vendor)
- ✓ Pay station software and back-office configuration (Vendor)
- ✓ Project Management (City and/or Consultant)
- ✓ Pay station installation (City or Vendor)
- ✓ Removal of existing meters and poles (City or Vendor)
- ✓ Ongoing services (Vendor)
- ✓ Pay station maintenance (City)

Mobile Payment Applications

The industry has moved to an increasing digital technology ecosystem, which includes mobile payment application (App) solutions. Cities across the globe have implemented app-based payments to provide an efficient way to pay via a smartphone, including surrounding municipalities such as Santa Monica, Los Angeles, Beverly Hills, and Seal Beach. Using an app reduced the reliance on hardware, thus allowing the city to purchase fewer pay stations by supplementing this additional payment option. Apps are provided as a service from a vendor, requiring no City technology infrastructure and can support enhanced functionality such as validations.

The tasks and components associated with App implementation include:

- ✓ App Solution Procurement (City)
- ✓ App and back-office configuration (Vendor)
- ✓ Project Management (City and/or Consultant)
- ✓ Sign and sticker manufacturing (City or Vendor)
- ✓ Sign and sticker installation (City or Vendor)
- ✓ Ongoing Services and Transaction fee (City may pay this fee or pass along to the customer)
- ✓ Sign and sticker maintenance (City)

QR Code Scams

As the City moves towards implementing new technologies, it is imperative to consider QR code scamming which has become all too common, especially in a payment environment. The scam involves unauthorized individuals affixing QR codes to parking meters, pay stations and signage. Once a customer scans the QR code, they are guided to an app or site instructing them to enter their information. If the customer continues through the process, their information is captured and used for fraudulent activity.

It is recommended for the City not to use any physical QR codes for payment or marketing material. Additionally, advertising that the City does not use QR codes notifies customers not to use any QR codes they might find. As part of ongoing maintenance procedures, the City should include a regular physical check of assets to ensure no QR codes have been affixed or remove any that have been.

Mobile payment and related signage may supplement or replace a pay station installation, especially on block faces with 11 to 17 parallel parking stalls or 16 to 39 angled/perpendicular stalls. In this case, easily identifiable signage should be placed along the block face every 2 to 4 parallel parking stalls or 4 to 6 angles/perpendicular parking stalls.

It is standard practice for the vendor to provide the first round of signs and stickers at no cost to the City. The City would be responsible for installation of the signs and purchasing any subsequent signs or stickers. Alternatively, the City could request vendor pricing for sign installation.

To procure an App solution, DIXON recommends that the City include App services as an option along with pay stations in a singular RFP.

Text-to-Pay

Along with the mobile payment application, most vendors also provide a text-to-pay option. This functionality allows customers to pay by texting a listed number rather than downloading an app. Using text-to-pay further reduces the reliance on hardware and provides even more options for convenient payment and compliance.

The technology follows the same processes and procedures as app implementation. No City technology or hardware infrastructure is required beyond placing signs in the appropriate locations.

To procure a text-to-pay solution, DIXON recommends that the City include this as an option along with the pay station and the mobile app in a singular RFP.

Sensors

The City will also remove the parking occupancy sensors by removing the IPS single-space meters. It is recommended that sensors are entirely removed from the City's operation. The marketed benefits of the technology still need to be proven and made more affordable in terms of installation and ongoing costs. The two major benefits of sensors can be replaced by new pay station technology.

This benefit of occupancy data can be replaced with mobile LPR cameras and implementation of the DIXON Data Suite® (more information can be found in the Data Analysis and Reporting section). The benefit of removing (resetting) the remaining time at the meter when a vehicle departs is replaced with pay station technology. With pay stations, revenue is secured by the vehicle (pay by plate), thus negating the need for any sensor reset functionally. As an added benefit to the customer, the City may consider allowing a customer to take their time with them, meaning they can move to a different parking spot within a specific zone to utilize their remaining purchased time.

License Plate Recognition (LPR)

Currently, the City utilizes LPR installed on three enforcement vehicles. The systems are used to query historical data and detect stolen vehicles. With the transition to a fully pay-by-plate pay station-based system, enforcement operations will need to be adjusted, providing more efficiency and cost-effectiveness. The LPR system will be integrated with the pay station, mobile payment, and text-to-pay vendor, allowing transaction data to be utilized for enforcement.

Additionally, the system can be used for digital chalking, time limit enforcement, stolen vehicle detection, permit enforcement, and data collection.

For most enforcement activities, an officer will drive the vehicle equipped with LPR through the enforcement areas, and the technology will assess potential violations. An additional integration may be possible between the LPR system and the citation issuance system, where the information of the noncompliant vehicle is transferred to the issuance handheld, thus speeding up the issuance process. Fixed LPR, where stationary cameras are placed at ingress and egress points of parking lots or garages, can also be considered to support enforcement and occupancy data collection.

To implement the new payment technology, the City should assess the functionality and quantity of vehicles with LPR to ensure they are adequate for the new program. Additional LPR units and functionality will be required as enforcement officers will rely heavily on the technology to assess compliance versus the current process of manually checking each single space parking meter. Adjustments to the current enforcement workflow and responsibilities will be required to support the new technology.

The City should conduct this procurement and implementation along the same timeline as the pay station technology due to its necessary involvement with the overall parking program. However, a separate solicitation is recommended. The tasks and components associated with LPR implementation include:

- ✓ Assess the current and desired quantity of LPR units (City and/or Consultant)
- ✓ LPR solution procurement (City)
- ✓ LPR hardware, configuration and installation (Vendor)
- ✓ Project Management (City and/or Consultant)
- ✓ Adjust enforcement workflow and responsibilities (City and/or Consultant)
- ✓ Ongoing services (Vendor)
- ✓ LPR maintenance (City)

Data Collection and Analysis

Ongoing data collection and evaluation will be essential to ensuring the parking program adapts to fit the community's needs best. Data-driven decisions will enhance the success of parking management strategies, policies, and regulations by allowing the City to remain flexible in its approach. DIXON recommends that the City consider using LPR in conjunction with the DIXON Data Suite[®]. This solution is an efficient and cost-effective way to capture ongoing parking data collected during regular parking enforcement operations.

Data is automatically collected during patrols and automatically ingested into the DIXON Data Suite® through an integration with the LPR system. Data is processed and the City is provided key parking metrics such as the level of parking congestion, turnover rates, and repeat parking trends, which can be used to inform data-driven parking policies and regulations in the future. This tool also assists in enforcement management by providing optimized enforcement routes and the ability to review enforcement efficiency and coverage. The DIXON Data Suite® can also support integrating transaction and citation data from the City's chosen vendors that provide a comprehensive view of the entire parking program.

Digital Parking Occupancy Signs

The City may consider using Digital Parking Occupancy Signs (Digital Signs) to improve wayfinding to parking garages and lots. As general practice for municipal parking operations, on-street parking is optimized for short term visits to business, restaurants, and services located along the blocks of the available parking. Whereas, off-street parking is optimized for longer-term stays. Digital Signs are utilized to indicate available off-street parking to customers, encouraging them to use these facilities rather than circling blocks in search of on-street parking.

The Digital Sign technology includes the following components:

- **Cameras:** Cameras are installed at parking facility entry and exits points to collect occupancy data.
- **Facility Signs**: Digital Signs are placed at the entry points to provide availability information.
- **Remote Signs:** Digital Signs are deployed in high visibility locations to direct customers to available off-street parking.
- **Infrastructure:** Power and communications infrastructure must be installed as part of the Digital Sign solution.
- **Management System:** A cloud hosted management will be provided for system management and reporting.

This solution would be best served at the following City facilities:

- Metlox Garage
- Civic Center Garage
- Lot 4
- Pier Lots
- Fl Porto Lot
- 26th and Ocean Lot

The City may consider conducting this procurement and implementation along the same timeline as the other technology, however a separate solicitation for this specific solution is recommended, allowing for selection for best in class of each. Should more time be needed, conducting the solicitation after the pay station procurement is recommended. The tasks and components associated with Digital Sign implementation include:

- ✓ Digital Sign procurement (City)
- ✓ Digital Sign hardware (Vendor)
- ✓ Digital Sign software and back-office configuration (Vendor)
- ✓ Project Management (City and/or Consultant)
- ✓ Digital Sign installation (Vendor provided)
- ✓ Ongoing services (Vendor)
- ✓ Digital Sign maintenance (City)

Signs & Branding

Consistent and clear signs are critical to creating a customer-friendly experience while encouraging compliance. With the adoption of a pay station-only infrastructure complemented by App and text-to-pay services, the City will need to assess existing signage and create a plan to install additional signs addressing the new program features. There are three main types of signs to consider:

- Regulatory These signs are required by law and should follow the Manual on Uniform Traffic Control Devices (MUTCD) guidelines and California Vehicle Code (CVC). Information includes hours of enforcement, time limits, no parking and more. Currently, regulatory signs are installed on singlespace meter poles and individual sign poles throughout the City.
- Informational Informational signs, while not currently existing, will need to be added to platforms. accommodate the new payment Information should include where/how to pay for parking (app, text to pay, and pay

feel of Manhattan Beach.



Figure 1. Manhattan Beach **Regulatory Signs**

Pay Station - A pay station should be accompanied by signs identifying the location as a place to pay. These signs and stickers placed on the pay station may also include alternative payment methods and may be branded for the City.

station) and other relevant parking information and may be branded to the look and

As part of the signage assessment and plan, the City should consider adopting a unified parking brand which improves the overall customer experience and on-street aesthetic by clearly designating public parking information. The branding can also be utilized on all public parking outreach materials for consistency. A parking brand is successful when it evokes a memorable and positive parking experience, drawing repeat visitors.

The following is an example of a branding package created for the City of Paso Robles, CA.



Figure 2. Paso Robles Branding Package

The tasks and components associated with signage assessment and planning include:

- ✓ Assessment of current sign package (City and/or Consultant)
- ✓ Plan for new sign package (City and/or Consultant)
- ✓ Branding and designing of signs and marketing material (City and/or Consultant)
- ✓ Manufacturing of signs and marketing materials (City and/or vendor)
- ✓ Installation of signs and necessary poles (City and/or vendor)
- ✓ Maintenance of signs and poles (City)

Demonstrations

As part of the procurement process, DIXON recommends that the City conduct interviews and demonstrations with vendors who meet the minimum qualifications. This should include requiring the vendor to bring their technology and provide a demonstration during the interview. The evaluation committee should take this opportunity to experience the technology as a customer and evaluate the functionality, collection process, and ease of maintenance.

Technology Vendor Contracting

As the City procures new technology partners, it is recommended that the following components be included in each contract based on industry best practices.

- Service Level Agreements (SLA) The City should include SLAs as part of each
 agreement, which are used to measure the vendor's performance during the term.
 Recommended SLAs are being provided to the City as part of the scope of work for
 each technology.
- **Data and Security Requirements** The City should include specifications for data and security requirements in each agreement, which ensure compliance with related laws and security and proper ownership of the City's data. Recommended requirements have been provided to the City as part of the scope of work for each technology.

- **Data Integration** The City should introduce and maintain data integration standards for all vendor agreements and contracts to establish operational consistency and future-proof the parking technology system. Incorporating these standards into any future contracts with technology vendors can allow the City to maintain authority in the data being collected and used by the vendor, ensure compliance with the City's security and system requirements, streamline integration processes with other technology systems, and enable smoother transitions between vendors if the City chooses to terminate a vendor for any reason.
- **Contract Term** The City should consider the length of each contract based on the technology provided. A base five (5) year term for most agreements is a generally accepted standard. Optional one (1) year extensions up to ten (10) years total may also be included, allowing the City flexibility to maintain an advantageous partnership. For technologies that require little capital to implement, such as mobile payments, a shorter base term of three (3) years with optional one (1) year extensions up to ten (10) years total is recommended.

Maintenance & Operations

The change of parking technology will have an impact on the maintenance and operation of the parking system. The City should prepare for these implications during the procurement process. The following are important aspects to consider:

- **Collections:** Changing from single space meter coin collection to pay station coin collection is of great benefit to the City as the process will require less person hours and equipment. Single space meters are generally collected on a specific route at regular intervals with collection canisters. Pay stations include a much larger coin vault allowing for less frequent collections and simply require a quick swap of an empty canister for a full one. As an initial standard, it should be expected to collect each coin accepting pay station every 2 3 weeks completed in dual custody. Thus, a new Collections Standard Operating Procedure will need to be created and implemented.
- **Maintenance:** With the reduction of infrastructure, less person hours will also be needed for maintenance. In general, the City can expect fewer field response visits and less spare parts inventory to manage. All pay station vendors provide a back-office maintenance module that will allow maintenance staff to actively monitor system health and receive notifications of outages requiring attention. At a minimum, each pay station should receive preventative maintenance every 90 days. The City will need to adjust the Maintenance Standard Operating Procedures to accommodate the new technology.
- **Signs:** With the addition of digital and analog signs to support the new technology, their upkeep is important. Clear and available communication to customers is critical to enforcement operations and in maintaining a positive customer experience. The City will need to ensure sign observation and maintenance is included in the scope of maintenance staff work. At a minimum, signs should be observed every 6 months.

The City currently employees two technicians that manage meter maintenance and collections. In comparison to similar parking meter operations, it would be expected to have three to four technicians to be responsible for the current workload while maintaining a system to industry standard level. With the new technology implementation, the City should consider the addition

of 1 part-time (or full time) employee, for a total of three technicians. This individual should be hired prior to implementation in order to receive training from the vendors as is standard for this type of procurement.

The following can be utilized to make an assessment of the quantity of technicians required:

- **Basic Responsibilities:** These are the standard responsibilities of parking operations technicians which include repair, replacement, preventative maintenance, revenue collections, and spare parts management.
- **Distance:** The time required to move between installed locations impacts the amount of time a technician can actually complete the assigned work.
- **Coverage:** Technicians should be available to address repair work during the majority of the operational hours and days. As an initial standard, technicians should be available to address a necessary repair within 1 operating day.
- **Collection Frequency:** Starting with every 2 3 weeks for each pay station, this may be adjusted based on actual usage once the program is launched.
- **Other responsibilities:** This includes any additional assignments required by the City, such as sign observation and maintenance, responding to adjudication or customer reports, or administrative work.

Following is the estimated number of technician hours per month by responsibility.

Table 4. Estimated Technician Hours

Responsibility	Quantity	Time Allocation	Total Time	Detail
Pay Station Collections	70	.75	52.5	Collections occurring 1.5 times/month/pay station
Pay Station Repair	20	1	20	Estimated 20 repairs per month
Preventative Maintenance	47	.5	23.5	Preventative Maintenance to occur at 47 pay stations each month.
Spare Parts Management	15	1	15	Estimated time spent managing inventory
Analog Sign Maintenance	20	1	20	Estimated time spent observing or repairing signs
Digital Sign Maintenance	15	1	15	Estimated time spent maintaining Digital Parking Occupancy Sign system
Administrative	84	1	84	Estimated time for administrative work
Other	84	1	84	Estimated time spent on other responsibilities
Travel Time	84	1.5	126	Estimated time for travel between locations
		TOTAL	440	
			÷160	Hour/month/technician
			=2.75	Required # of employees

Finally, the City should also consider what type of warranty support is required from the technology vendors. Industry standard is a 1-year repair or replace parts warranty, where the City will ship (City cost) inoperable parts to the vendor for repair or replacement (vendor cost). Vendors will offer an extended warranty to continue the same warranty service for the useful life of the equipment. It is recommended that City maintains the extended warranties as long as possible. This will reduce the variable costs of replacement parts and staff time required to repair any inoperable parts.

The tasks and components associated with maintenance and operations include:

- ✓ Hire 1 additional technician (City)
- ✓ Adjust Collection Standard Operating Procedure (City and/or Consultant)
- ✓ Adjust Maintenance Standard Operating Procedure (City and/or Consultant)
- ✓ Assign Sign Observation and Repair scope of work to City staff (City)
- ✓ Analyze the collection frequency (City and/or Consultant)
- ✓ Analyze the required number of technicians (City and/or Consultant)
- ✓ Maintain hardware warranty (City)

Technology Procurement Process

DIXON has provided the following tasks and estimated the timeline for procurement and implementation of new technology.

Table 3. Procurement and Implementation Process

Task	Responsibility	Timeframe
Technology Roadmap and Budget Approval	City	April 2025
Specification Development	City and Consultant	May 2025
RFP Release	City	June 2025
RFP Review	City and Consultant	July 2025
Vendor Interviews & Demo	City and Vendor	August 2025
Contract Award &	City and Vendor	September 2025
Contracting		
Standard Operating	City	September 2025 - March
Procedure Review		2026
Manufacturing and	Vendor	September 2025 - March
Configuration		2026
Implementation Planning	City	January 2026 - March 2028
Implementation Period	City, Vendor, and Consultant	April - May 2026
Final Acceptance	City	June 2026

Budget

DIXON has provided the following cost estimation for all solutions as part of this Roadmap. The pricing is estimated for procurement in 2025 and is subject to change.

IMPLEMENTATION					
em	Subitem	Quantity	\$ per Unit	\$ per Unit	
onsul	tant				
	Specification & RFP Development	1	\$35,000	\$35,000	
	Proposal Review	1	\$7,000	\$7,000	
	Contracting Support	1	\$7,000	\$7,000	
	Implementation Support	1	\$45,000	\$45,000	
	Signage Assessment & Plan	1	\$15,000	\$15,000	
	Branding, Sign, & Marketing Support	1	\$17,500	\$17,500	
		1	Subtotal	\$126,500	
ay Sta	ation Implementation				
	Pay Stations - bank card only	70	\$8,000	\$560,000	
	Pay Stations - bank card and coin	70	\$8,500	\$595,000	
	Spare Parts	1	\$50,000	\$50,000	
	Configuration	1	\$5,000	\$5,000	
	Project Management	1	\$5,000	\$5,000	
	Installation (vendor-provided)	124	\$500	\$62,000	
	Existing Meter & Pole Removal	1,275	\$125	\$159,375	
			Subtotal	\$1,436,375	
pp In	nplementation				
-	App Implementation	1	\$0	\$0	
xt-to	-Pay Implementation				
	Text-to-Pay Implementation	1	\$0	\$0	
nalog	Signs				
	Regulatory Signs	500	\$35	\$17,500	
	Information Signs	250	\$50	\$12,500	
	Pay station Signs	124	\$50	\$6,200	
	Poles	875	\$100	\$87,500	
	Installation	875	\$150	\$131,250	
			Subtotal	\$254,950	
igital	Signs				
	Camera Equipment	23	\$3,500	\$80,500	
	Ingress Signs	13	\$5,000	\$65,000	
	Remote Signs	6	\$18,000	\$108,000	
	Installation	1	\$110,000	\$110,00	
	Infrastructure	1	\$225,000	\$225,000	
	I	1	Subtotal	\$588,500	

PR				
	LPR System per vehicle	5	\$52,000	\$260,00
	Implementation	1	\$10,000	\$10,000
	Installation per vehicle	5	\$5,000	\$25,000
	5-year warranty	5	\$16,000	\$80,000
			Subtotal	\$375,000
ata A	nalysis & Reporting			
	DIXON Data Suite® Set Up	1	\$25,000	\$25,000
onting	gency			
	Contingency	1	\$180,00	\$280,000
	IMPLEMENTATION TOTAL			\$3,086,325
	ONG	OING FEES		
em	Subitem	Quantity	Price	Annually
	Pay Station License (per pay station)	140	\$85/month	\$142,800
	Pay Station Annual Warranty Starting year 2	140	\$550/year	\$77,000
	App Transaction Fee Can pass fee to customer	350,000	\$.35/transaction	\$122,500
	Text-to-Pay Transaction Fee Can pass fee to customer	100,000	\$.35/transaction	\$35,000
	DIXÓN Data Suite®	1	\$2,000/month	\$24,000
	LPR Camera Annual Licensing	5	\$1,400/year	\$7,000
	LPR System Annual Licensing	1	\$6,000/year	\$6,000
	Digital Sign Annual Fees	1	\$60,000/year	\$60,000
	1			
	Warranty Shipping	1	\$1,000	\$1,000

Additional Considerations

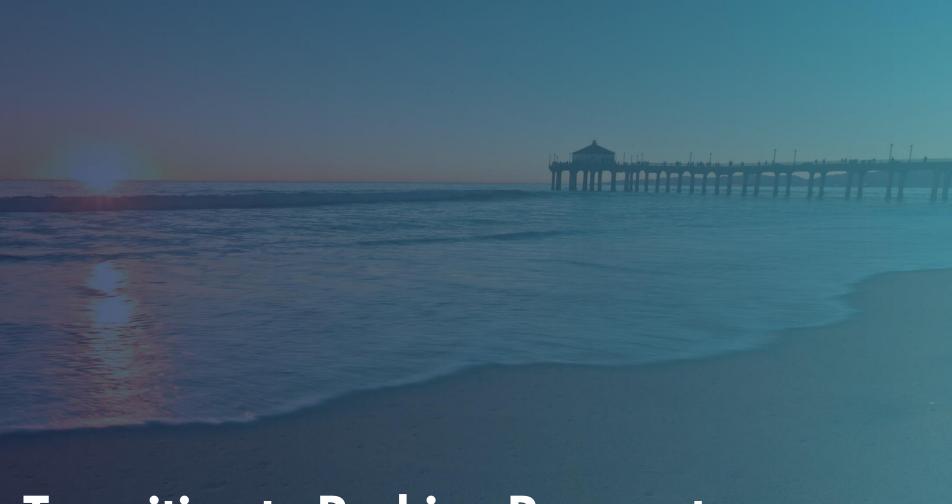
DIXON has included the following topics for City consideration. While these do not relate specifically to the Roadmap, they are important aspects of a comprehensive parking program. The City may consider creating more long-term goals, including assessing these items for future enhancement.

- Revenue Collection and Reconciliation
 - o The City currently utilizes internal resources for parking meter revenue collection, counting, and reconciliation.
 - Recommendation: When the City moves to a pay station-only system, collections will be less onerous and frequent. The internal staff time for these activities may be repurposed to other responsibilities. The City should consider outsourcing this responsibility to a local bank for safer and more secure cash counting. This should include creating standard operating procedures for the collection and counting process.
- Citation and Permit Management System
 - o The City currently utilizes a vendor for citation issuance and management and manually manages a limited number of permits.
 - Recommendation: As new technology is deployed, the City should review the contract with the vendor to ensure it is advantageous and provides the necessary functionality for the future. The current (or future) vendor may also provide a permit management system, creating efficiencies through digital plate-based permits and online features.
- Parking Steering Committee
 - o The City currently operates the parking program across multiple departments including Public Work, Finance, and Police.
 - o Recommendation: The City should consider creating a Parking Steering committee that incorporates individuals from each department that is involved with parking operations. Additionally, other stakeholders could be included from City management or community organizations. Bringing together and collecting feedback from a focused group creates an approach that brings success through collaboration and eases the challenges of implementing changes.

Summary of Recommendations

The following section summarizes the recommendations for parking technology and supporting initiatives for the City's parking program that were covered in this Roadmap:

Section	Recommendations
Pay Station Technology	 Plan for and procure a pay station-only technology platform, removing all single space meters and poles.
Mobile Payment Application	 Procure a mobile payment application to supplement pay stations and provide this popular payment option for customers.
Text-to-Pay	 Procure a text-to-pay solution to supplement pay stations and provide this popular payment option for customers.
License Plate Recognition (LPR)	 Assess the functionality and quantity of the current LPR cameras. Procure additional functionality and/or cameras to support the new parking program.
Data Collection and Analysis	 Procure new technology for occupancy detection, data analytics, and reporting.
Digital Parking Occupancy Signs	 Procure new technology for parking garage occupancy and digital signs.
Signage & Branding	 Assess the current signage and branding package. Design a new parking brand. Procure and install new regulatory and branded informational signage.
Demonstration	 Conduct vendor demonstration for all technology as part of the procurement process
Vendor Contracting	Ensure adequate requirements and service level agreements are incorporated into new vendor contracts.
Maintenance & Operations	 Make necessary adjustments to maintenance and operations staffing and procedures.



Transition to Parking Payment Kiosks and Mobile Pay Options



April 15, 2025

BACKGROUND

March 14, 2023

City Council **added 'Parking** Meter and Kiosk Exploration' to Work Plan

Current Infrastructure

- · 1,275 single-space meters
- · 12 pay stations

Challenges

- · Aging equipment
- · High maintenance costs
- · Technical issues
- · Customer frustration



PROPOSED PLAN OVERVIEW

Replace 1,275 single-space meters with 140 pay stations

Introduce mobile payment (app-based, text-to-pay)



QR codes are not used as a payment option

Integrate License Plate Recognition (LPR) for enforcement

Standardize signage and add real-time occupancy signs





CORE TECHNOLOGY UPDATE

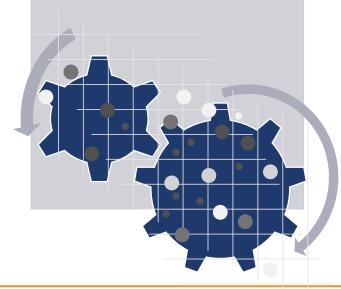
Replace 1,275 meters with approximately 140 centralized pay stations

 Pay station types: card-only and card-plus-coin models.



Introduce mobile payment options

- · App-based payments
- · Text-to-pay solutions



Benefits

- Simplified system with fewer units and less maintenance.
- Multiple convenient payment options for users.
- Real-time data improves management and enforcement.
- Reliable and cost-effective operations.
- Scalable for future upgrades.



ENHANCED ENFORCEMENT WITH LPR

LPR in enforcement vehicles

Real-time session verification

Benefits

- >Improved compliance
- ➤ Optimized enforcement
- ➤ Data-driven resource allocation





SIGNAGE IMPROVEMENTS

Standardized signage for clarity

Digital occupancy signs in key lots

Benefits

- ➤ Better wayfinding
- ► Reduced search time
- ➤Traffic congestion relief





INTEGRATED PARKING MANAGEMENT

Real-time data for trend analysis Streamlined processes and resource use

Staffing and procedural adjustments for new systems

ALIGNMENT WITH PARKING STUDY



2024 Citywide Parking Management Study by Walker Consultants



Supports smart parking meter system needs



Enables future strategy deployment



FISCAL IMPLICATIONS

Implementation Cost:

Approx. \$3.1 million

- Includes purchase and installation.
- Partially included in adopted 5 Year CIP.
- Remainder can be included in next CIP update.
- Can be funded by parking rate increase.

Annual Ongoing Costs:

Estimated at \$475,300

 Includes software licensing, transaction fees, and warranty coverage.

Current Cost Burden

 City currently pays for all parts, equipment replacements, and credit card transaction fees for meters

Benefits of Proposal

- Shifts maintenance risk and costs to vendors.
- Improves budget predictability.
- May lower per-transaction fees.
- Streamlines revenue collection and operations.



NEXT STEPS IF DIRECTED TO PROCEED

Launch RFP process for vendor selection



Vendor demos to assess functionality & coastal durability



Target Installation
End of FY 2025-2026



IMPLEMENTATION TIMELINE

Task	Estimated Timeframe
Specification Development	May 2025
RFP Release	June 2025
RFP Review	July 2025
Vendor Interviews & Demo	August 2025
Contract Award & Contracting	September 2025
Standard Operating Procedure Review	September 2025 – March 2026
Manufacturing and Configuration	September 2025 – March 2026
Implementation Planning	January 2026 – March 2028
Implementation Period	April – May 2026
Final Acceptance	June 2026



PUBLIC OUTREACH

Discussions with Business Community

Stakeholder input during demo phase

GOAL

Smooth transition and community engagement



RECOMMENDATION

Staff recommends City Council discuss and provide direction on transitioning to kiosks and mobile pay options.





STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Erick Lee, Public Works Director Michael Codron, Interim Community Development Director Erik Zandvliet, City Traffic Engineer Jeff Fijalka, Principal Civil Engineer

SUBJECT:

Lot 3 Parking Structure Local Emergency Update (Unbudgeted) (Public Works Director Lee). (Estimated Time: 30 Mins.)

- A) DETERMINE THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION
- B) ADOPT RESOLUTION NO. 25-0043 RATIFYING A CONSTRUCTION AGREEMENT WITH CARBON ACTIVATED CORPORATION IN THE AMOUNT OF \$1,160,755 FOR THE CONSTRUCTION OF THE INTERIM PARKING LOT

RECOMMENDATION:

Staff recommends that the City Council:

- A. Determine, by four-fifths vote, that there is a need to continue the emergency action.
- B. Adopt Resolution 25-0043, ratifying a construction agreement with Carbon Activated Corporation in the amount of \$1,160,755 for the construction of the Interim Parking Lot.

FISCAL IMPLICATIONS:

The original cost estimate for the demolition and replacement of the Lot 3 Parking Structure (Lot 3) with an at-grade parking lot was on the order of \$3,000,000. Pursuant to Manhattan Beach Municipal Code Section 3.08.060.A.6.c, the emergency demolition and replacement phase is being carried out through multiple emergency contracts. To date, the City has expensed, encumbered, or planned for the amounts indicated in the following table.

	General Fund	Prop A Fund	Meas M Fund	Parking Fund	TOTAL
DEMOLITION					
Actual	-	-	-	258,071	258,071
Planned	-	-	-	291,929	291,929
Subtotal	-	-	-	550,000	550,000
INTERIM LOT					
Actual	-	-	-	6,604	6,604
Planned	-	-	-	1,559,249	1,559,429
Subtotal	-	-	-	1,566,033	1,566,033
SHUTTLE					
Actual	_	85,142	6,000	376	91,518
Subtotal	-	85,142	6,000	376	91,518
LOT OL OSUBE					
LOT CLOSURE				4.00=	- 4-0
Actual	2,806	-	-	4,367	7,173
Subtotal	2,806	-	-	4,367	7,173
GRAND TOTAL	2,806	85,142	6,000	2,120,776	2,214,724

BACKGROUND:

The Lot 3 Parking Structure was a City-owned facility at the southwest corner of Morningside Drive and 12th Street in Downtown Manhattan Beach. The three-story structure was constructed in 1971 and contained 144 parking spaces critical to visitors and businesses in the Downtown area. In June 2024, City staff elected to close the structure indefinitely, following a series of onsite inspections and structural assessments indicating that advanced deterioration had significantly compromised the integrity of the structure. At the September 3, 2024 regular City Council meeting, City Council adopted Resolution No. 24-0105, declaring a local emergency at Lot 3 and authorizing the City Manager to secure, demolish, and replace the structure.

In addition to adopting Resolution No. 24-0105, City Council directed staff to explore means to expedite the work, including, but not limited to, extending construction work hours. Furthermore, City Council directed staff to discontinue temporary shuttle services and to identify and/or create additional parking spaces within walking distance of the Downtown area. City Council also directed staff to suspend parking restrictions in the Downtown Resident Permit Parking Area. Additional discussions included considering alternate locations for the Farmer's Market, providing a shuttle service for special events, and evaluating the potential for valet parking.

Per Resolution No. 12-6422, which was adopted by City Council on December 4, 2012, in the event of an emergency, the City Manager is authorized to take action during an emergency pursuant to California Public Contract Code (California PCC) Section 22050. Section 22050 provides that the City Manager may order the repair of public facilities without advertising for bids when the repair is in the public interest and necessitates the immediate

expenditure of public money to safeguard life, health, or property.

California PCC Section 22050 requires that if the City Manager orders an emergency action, the governing body shall initially review the emergency action at its next regularly scheduled meeting and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. This staff report serves as the update required by Section 22050. Previous updates were provided at all City Council Regular Meetings held between September 17, 2024 and April 1, 2025.

DISCUSSION:

Emergency Demolition

Demolition activities concluded on November 22, 2024, and 12th Street was re-opened to traffic that same day. Center Place was re-opened for use as a delivery zone on November 27, 2024. The Lot 3 site is now vacant and currently secured with chain-link perimeter fencing.

Interim Parking Lot

As indicated in the April 1, 2025 Lot 3 Status Update Staff Report, Carbon Activated Corporation provided the low bid for the construction of the interim parking lot improvements at Lot 3. In close coordination with the City Attorney's Office, staff prepared an agreement for the parking lot construction, which was executed by the City Manager on April 8, 2025. Per the agreement, Carbon Activated Corporation will construct the interim parking lot for a total cost of \$1,160,755. A copy of the agreement is attached herein for review and ratification by City Council.

Per the construction agreement, the contractor will be allowed forty working days to complete the work, with the first day of work being April 14, 2025. Additionally, the agreement requires that all work be performed between 7:30 a.m. and 4:30 p.m., Monday through Friday, unless otherwise approved in advance by the City Engineer.

Downtown Street Parking Modifications

Pursuant to City Council's direction on September 3, 2024, the City Traffic Engineer identified locations for up to 90 new temporary public parking spaces throughout Downtown to replace the spaces lost due to the closure of Lot 3 Parking Structure. The Public Works Department quickly installed signs, striping and parking meters for these spaces, which were made available to the public by November 8, 2024. Three of the proposed spaces were not installed in order to maintain a heavily used loading zone on Morningside Drive, and one space was removed to improve driveway visibility on Valley Drive, for a net total of 86 temporary spaces. A location map of temporary public parking locations is attached. It should be noted that while most parking spaces have integrated well into the street network, it was recognized that some locations were not ideal, and resulted in a small compromise to traffic circulation, namely on Valley Drive.

While the interim parking lot is under construction, the diagonal spaces on Morningside Drive will need to be converted back to parallel parking, resulting in the removal of three spaces. Then, after the interim lot is opened, staff plans to remove 27 temporary parking spaces at those locations with circulation issues, specifically:

- Three diagonal spaces on Morningside Drive across from Lot 3.
- 14 parallel spaces on Valley Drive across from the Joselyn Center.
- 12 spaces on Valley Drive between 13th Street and Manhattan Beach Boulevard.
- One space on 15th Street next to the Fire Department driveway.

By summer, there will be 126 new public parking spaces available to replace the 144 parking spaces lost due to the permanent closure of the parking structure last July. Staff is continuing to research other potential parking alternatives to increase parking supply during the summer peak season, including attendant over-parking in City parking lots and leased parking in private lots, as well as potential parking demand reduction measures, such as an on-demand shuttle service. The City's Parking Management Study consultant is currently evaluating the feasibility of these parking strategies.

Refuse Enclosure Licensing Agreements

A refuse enclosure will be constructed within the interim lot to house the private recycling containers that were stored within the Lot 3 Parking Structure prior to demolition. During the February 18, 2025 Regular City Council Meeting, staff presented a set of proposed fees for the use of the refuse enclosure. Per the direction received, a \$3.00 per square foot fee will be incorporated into all licensing agreements between the City and individual business owners who opt to store their containers within the interim lot.

Permanent Redevelopment Options for Parking Lot 3

On December 9, 2024, the City Council received a presentation from Kosmont Companies regarding potential scenarios and alternative options for the redevelopment of the Lot 3 site. The Council considered several options. During the meeting, staff was directed to perform more research regarding the options available to the City and to return to the City Council with additional information.

Project Impacts to Farmer's Market

Per City Council direction, the Farmer's Market that is held every Tuesday by the Downtown Business and Professional Association (DBPA) has been temporarily relocated from its typical location near 13th Street and Morningside Drive to the Civic Center Plaza and Civic Center Parking Lot. Staff secured an amendment to the City's agreement with the DBPA to address this change. A timeline for returning the Farmer's Market to the original location has not yet been established.

Staff has concluded that the Farmer's Market current location in the Civic Center surface parking lot will cause the least impact to the general public during Lot 3 interim parking lot construction activities.

PUBLIC OUTREACH:

Formal public notice is not required for this item; however, the item was included in the agenda for this meeting, which was posted in accordance with the law. Additionally, staff has conducted significant outreach by speaking with businesses about parking impacts and coordinating communication and outreach with the DBPA and businesses that formerly used the refuse enclosure in Lot 3.

Business owners and residents near Lot 3 have been invited to a pre-construction meeting to be held on April 16, 2025. The meeting is scheduled for 11 a.m. and will be held in the Civic Center Plaza. The purpose of the meeting is to inform stakeholders of the forthcoming construction activities and anticipated impacts to the downtown area during construction. The pre-construction meeting was advertised to businesses and residents through the mailing of postcards covering the area between Manhattan Beach Boulevard to the south, 13th Street to the north, Highland Avenue to the west, and Valley Drive to the east. The pre-construction meeting was also advertised to the public.

ENVIRONMENTAL REVIEW:

The City previously reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that the demolition of Lot 3 was covered by the statutory exemption for Emergency Projects (State CEQA Guidelines Section 15269) because the demolition was necessary to address a clear and imminent danger, and required immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Because the structure overhung the public right of way on three sides, collapse posed a threat to life, health, property and essential public services.

Additionally, the City previously determined that the interim surface parking aspect of the project qualifies for the following categorical exemptions:

- Class 1 categorical exemption pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines because the project would modify the ground floor of a parking facility (that existed at the time the determination was made) to provide fewer parking spaces than the prior facility, thus resulting in no expansion of the prior use.
- Class 2 categorical exemption pursuant to Section 15302 (Replacement or Reconstruction) of the State CEQA Guidelines because the parking structure would be replaced with a flat parking lot with substantially the same purpose as the now-demolished structure and substantially the same capacity as the ground floor of the now-demolished structure.
- Class 4 categorical exemption pursuant to Section 15304 (Minor Alterations to Land)
 of the State CEQA Guidelines because grading necessary to accommodate a surface
 parking lot would occur at a lot that has less than 10 percent slope, is not in a
 waterway, wetland, or scenic area, and is not in officially mapped areas of geological
 hazard.

The actions under consideration at this time remain part of the previously analyzed project and no further environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

- 1. Resolution No. 24-0105
- 2. Resolution No. 25-0043

- 3. Agreement Carbon Activated Corporation
- 4. Interim Parking Lot Construction Drawings
- 5. Map of Planned Parking Modifications
- 6. Location Map
- 7. PowerPoint Presentation

RESOLUTION NO. 24-0105

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL DIRECTING AND DELEGATING AUTHORITY TO THE CITY MANAGER TO TAKE ACTION IN AN EMERGENCY WITHOUT COMPETITIVE BIDS AND DELEGATING TO THE DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER THE AUTHORITY TO APPROVE PLANS, SPECIFICATIONS AND DESIGN FOR REPAIR, DEMOLITION AND REPLACEMENT OF THE LOT 3 PARKING LOT STRUCTURE LOCATED AT 12TH STREET AND MORNINGSIDE DRIVE, MANHATTAN BEACH, PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTIONS 1102, 22035 AND 22050, MANHATTAN BEACH MUNICIPAL CODE SECTION 2.37.080, AND CITY COUNCIL RESOLUTION NO. 12-6422; AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE MANHATTAN BEACH CITY COUNCIL DOES HEREBY FIND, RESOLVE AND DETERMINE AS FOLLOWS:

SECTION 1. The Lot 3 Parking Lot Structure (the "Structure"), located at 12th Street and Morningside Drive, in the City of Manhattan Beach ("City") has provided critical public parking to the City's downtown areas since its construction in 1971. During a routine inspection performed on June 18, 2024, in-house City staff observed visible corrosion in the steel columns and staircases leading to the third level of the Structure. Based on this inspection, on June 24, 2024, the third level of the Structure was closed to the public to protect the public health, safety and welfare. Thereafter, the City engaged IDS Group, Inc., a consultant structural engineering firm, to conduct a site visit to further evaluate the structural integrity of the Structure. On July 30, 2024, IDS observed structural damage to the steel pipe columns and stair risers, and determined that the damage was most likely caused by the water intrusion due to recent heavy rainstorms, and the proximity of the Structure to the ocean. As a result of its observations, IDS recommended the immediate shoring or closure to the public in the interests of public safety. The Structure was therefore fully closed to the public on July 30, 2024, including the sidewalks along 12th Street and Morningside Drive due to the portions of the Structure that overhang the public right-of-way. On August 6, 2024, temporary fencing was placed around the Structure.

SECTION 2. The City Council has adopted Manhattan Beach Municipal Code ("MBMC") Chapter 2.37, to provide standardized procedures for awarding contracts for public projects in conformance with the Uniform Public Construction Cost Accounting Act (California Public Contract Code Section 22000 et seq.) ("UPCCAA"). Pursuant to MBMC Section 2.37.080 and Manhattan Beach City Council Resolution No. 12-6422, in cases of emergency when repair or replacements are necessary, the City may proceed in compliance with Public Contract Code Section 22035, which authorizes the City Council to proceed at

once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, by day labor under the direction of the governing body, by contractor, or by a combination of the two. Public Contract Code Section 22035 further provides that in case of an emergency, if notice for bids to let contracts will not be given, the City shall comply with Chapter 2.5 (commencing with Public Contract Code Section 22050).

SECTION 3. Accordingly, the City Manager is empowered to take various measures to protect the public health and safety, including the installation of safety measures, demolition of unsafe structures, and replacement of essential public facilities. In August, 2024 the City engaged Applied Restoration (ARI) to commence immediately the installation of temporary shoring at the Structure, including timber columns alongside the existing deteriorating columns, in order to stabilize the Structure for the protection of the persons walking by the Structure and prevent damage to nearby public and private property. Completion of the temporary shoring is anticipated to occur during the first week of September 2024.

<u>SECTION 4</u>. Based upon the foregoing conditions, and based upon substantial evidence in the record, including but not limited to the staff report and public comment, and in compliance with the Municipal Code and California Public Contract Code, the City Council finds and directs as follows:

- An emergency condition for the demolition, repair and replacement of the Structure exists;
- B. The public interest and necessity demand the immediate expenditure of public money to safeguard life, health and property;
- C. The above described emergency has not and would not allow for the delay that would result from a competitive solicitation of bids, and the City Council hereby waives competitive bidding under Public Contract Code Section 22050;
- D. The City Manager is hereby directed to execute all necessary contracts and documents with contractor(s) or vendor(s) for the demolition, repair and replacement of the Structure, to take any directly related and immediate action required by the emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts:
- E. The City Council also hereby delegates authority to the City Manager, Public Works Director, and City Engineer to order other immediate actions directly related to the emergency situation beyond those contemplated in paragraph D above, as may be necessary to address the emergency situation;
- F. Furthermore, the City Council recognizes that certain necessary emergency stabilizing the repairs were carried out between June 18, 2024 and the date of this resolution. The City Council hereby ratifies and affirms the actions of

the City Manager, Public Works Director, and City Engineer, taken to carry out emergency repairs of the Structure and procurement of the necessary equipment, services and supplies for those purposes; and

G. Nothing herein restricts the authority of the City Manager to enter into contracts pursuant to her existing authority under applicable ordinances and Municipal Code.

SECTION 5. The City Council hereby acknowledges that it must approve this resolution by a four-fifths vote of the entire City Council and make a finding that the emergency will not permit a delay resulting from a competitive solicitation for bids. The City Council also recognizes that it may delegate by resolution the authority to order the actions necessary to carry out the required improvements to any non-elected officer of the City.

SECTION 6. In accordance with Public Contract Code Section 22050(b)(1), the City Council hereby delegates to the City Manager the authority to order any action specified in Public Contract Code Section 22050(a)(1) and to expend funds without complying with municipal and state competitive bidding requirements and to order any other action, both in relation to the above-mentioned emergency and in relation to any future emergency.

<u>SECTION 7</u>. In accordance with Public Contract Code Section 22050(b)(1), the City Council further delegates to the Director of Public Works and City Engineer the authority to approve plans, specifications and designs for the repair, demotion and replacement of the Structure.

<u>SECTION 8</u>. In accordance with Public Contract Code Section 22050(b)(3), if the City Manager, Public Works Director, or City Engineer orders any action as authorized by paragraph E of Section 4 of this Resolution, the City Manager, Public Works Director, or City Engineer shall report to the City Council, at its next meeting required pursuant to Public Contract Code Section 22050(b)(3).

SECTION 9. The City Council hereby finds that the emergency demolition, repair, and replacement actions contemplated herein are exempt from the California Environmental Quality Act (CEQA) pursuant to the statutory exemption for Emergency Projects (State CEQA Guidelines Section 15269) because the demolition is necessary to address a clear and imminent danger and requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Because the existing structure overhangs the public right of way on three sides, collapse poses a threat to life, health, property and essential public services.

Additionally, the City Council finds that the interim surface parking aspect of the project qualifies for the following categorical exemptions:

-Class 1 categorical exemption pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines because the project would modify the

ground floor of an existing parking facility to provide fewer parking spaces than the existing facility, thus resulting in no expansion of the existing use.

-Class 2 categorical exemption pursuant to Section 15302 (Replacement or Reconstruction) of the State CEQA Guidelines because the existing parking structure would be replaced with a flat parking lot with substantially the same purpose as the existing structure and substantially the same capacity as the ground floor of the existing structure.

-Class 4 categorical exemption pursuant to Section 15304 (Minor Alterations to Land) of the State CEQA Guidelines because grading necessary to accommodate a surface parking lot would occur at a lot that has less than 10 percent slope, is not in a waterway, wetland, or scenic area, and is not in officially mapped areas of geological hazard.

SECTION 10. This Resolution shall take effect immediately.

 $\underline{\text{SECTION 11}}.$ The City Clerk shall certify to the adoption of this Resolution.

ADOPTED on September 3, 2024.

AYES: Lesser, Napolitano, Montgomery, Howorth, and Mayor Franklin.

NOES: None. ABSENT: None. ABSTAIN: None.

> JOE FRANKLIN Mayor

ATTEST:

LIZA TAMURA City Clerk STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS.

CITY OF MANHATTAN BEACH)

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing resolution, being Resolution No. 24-0105 duly and regularly introduced before and adopted by the City Council of said City at a regular meeting of said Council, duly and regularly held on the 3rd day of September, 2024 and that the same was so passed and adopted by the following vote, to wit:

Ayes: Lesser, Napolitano, Montgomery, Howorth, and Mayor Franklin.

Noes: None. Absent: None. Abstain: None.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of said City this 4th day of September, 2024.

City Clerk of the City of Manhattan Beach, California

(SEAL)

RESOLUTION NO. 25-0043

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL RATIFYING THE APPROVAL OF PLANS AND SPECIFICATIONS AND A CONSTRUCTION CONTRACT BETWEEN MANHATTAN BEACH AND CARBON ACTIVATED CORPORATION TO CONSTRUCT AN INTERIM PARKING LOT AT 1155 MORNINGSIDE DRIVE

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Findings.

- A. The property at 1155 Morningside Drive, also referred to as "Lot 3", is a City-owned parcel at the southwest corner of Morningside Drive and 12th Street in Downtown Manhattan Beach. The site formerly contained a 3-story structure ("Structure") that was constructed in 1971 and contained 146 parking spaces critical to visitors and businesses in the Downtown area. In June 2024, during a routine onsite inspection, staff observed visible corrosion in the steel columns and staircases leading to the third level of the Structure, and as a result, the third level of the Structure was closed to the public to protect the public health, safety and welfare. Following additional onsite inspections and structural assessments evaluating the structural integrity of the Structure, it was determined that the immediate shoring or closure of the Structure was necessary in the interests of public safety. Thereafter on July 30, 2024, the Structure was fully closed to the public, including the sidewalks along 12th Street and Morningside Drive due to the portions of the Structure that overhung the public right-of-way, and on August 6, 2024 temporary fencing was placed around the Structure.
- B. Pursuant to City Council Resolution No. 12-6422, adopted by City Council on December 4, 2012, in the event of an emergency, the City Manager is authorized to take action during an emergency pursuant to California Public Contract Code Section 22050, including the authority to order the repair of public facilities without advertising for bids when the repair is in the public interest and necessitates the immediate expenditure of public money to safeguard life, health, or property.
- C. On September 3, 2024, the City Council adopted Resolution No. 24-0105, declaring a local emergency at the Lot 3 Parking Structure and authorizing the City Manager to secure, demolish and replace the structure pursuant to emergency procedures.
- D. Pursuant to the authority of Resolution Nos. 12-6422 and No. 24-0105, the City conducted an expedited bid process for the demolition of the Lot 3 Parking Structure including the solicitation of bids from construction contractors, and received bids from six contractors.

- E. Based on the bids submitted, City staff determined that American Wrecking, Inc. was the lowest responsible bidder to carry out the Project, and thereafter the City Manager executed a demolition contract with American Wrecking, Inc., dated October 17, 2024, in the amount of \$238,887, for the Project. City Council Resolution 24-0124 ratified the demolition contract between the City and American Wrecking, Inc. Demolition activities commenced on October 31, 2024 and were completed the following month. The lot remains vacant since that time.
- F. In December 2024, the City hired TAIT and Associates, Inc. to prepare construction drawings and specifications for an at-grade interim parking facility to be constructed at Lot 3. Following the development of the construction documents, City staff advertised the project for construction bids using the OpenGov online procurement site. Two construction bids were received on March 19, 2025, and Carbon Activated Corporation was found to be the lowest responsible bidder. The City Manager executed a construction agreement (the "Agreement") between the City and Carbon Activated Corporation on April 8, 2025 in the amount of \$1,160,755.

SECTION 2. The City Council hereby ratifies the approval of the plans and specifications for the construction of the interim parking lot and further hereby ratifies approval of the Agreement between the City of Manhattan Beach ("City") and Carbon Activated Corporation ("Contractor"), dated April 14, 2025, for the construction of the interim parking lot ("Project"), in the amount of \$1,160,755.

<u>SECTION 3</u>. Under City Manager authority, \$1,095,000 was reappropriated within the Parking Fund to fund the Project. No further appropriation is necessary at this time.

<u>SECTION 4</u>. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on April 15, 2025.

AYES: NOES: ABSENT: ABSTAIN:	
ATTEST:	AMY THOMAS HOWORTH Mayor
LIZA TAMURA City Clerk	

CITY OF MANHATTAN BEACH EMERGENCY PROCUREMENT BID DOCUMENTS

PROJECT NO. D-952 BID NO. E1301-25C

INTERIM SURFACE PARKING LOT 3

MARCH 2025



CITY OF MANHATTAN BEACH PUBLIC WORKS DEPARTMENT JEFF FIJALKA 1400 HIGHLAND AVENUE MANHATTAN BEACH, CA 90266

PCE ACTING FOR:

Katherine Doherty, City Engineer C76589

Engineer/Architect of Record Approval

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NOTICE INVITING BIDS FOR

Interim Surface Parking Lot 3

Project number: <u>D-952</u> Bid Number: <u>E1301-25C</u>

NOTICE IS HEREBY GIVEN that the City of Manhattan Beach, California ("City") invites sealed Bids for the Project. The City will receive **ELECTRONIC BIDS ONLY** up to 11:00 a.m. on **Wednesday, March 19th, 2025**, at which time the **ELECTRONIC** bids will be opened and posted on OpenGov (online bid portal). The deadline to submit questions related to the bid documents is Wednesday, March 12th, 2025 at 2:00 p.m..

Bids shall be received electronically only on the bid vendor portal accessible through the City of Manhattan Beach Public Works Department Bid Opportunities webpage at https://www.manhattanbeach.gov/departments/public-works/bid-opportunities. To submit your bid electronically and to review Bid tabulation results ("Bid Opening"), please visit the following link:

https://procurement.opengov.com/portal/citymb/projects/149719

Contract Documents in PDF format (including City Special Provisions and Project Plans, but not including Standard Plans, Standard Specifications, or Reference Specifications) shall be obtained from the link/website above.

The Contract Documents must be viewed online; they cannot be purchased or mailed from City Hall. Bidders are solely responsible for on-time submission of their electronic bid. The City will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the bid management system indicating that the bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to successfully submit electronic bids shall be at the bidders' sole risk and no relief will be given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may submit a support ticket to OpenGov at support.opengov.com. Neither the City, nor the online bid portal, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Bids must remain valid and shall not be subject to withdrawal for 90 calendar days after the Bid opening date.

OpenGov Vendor Registration Instructions & Customer Service information:

Click here to register for OpenGov: https://procurement.opengov.com/signup

If you are already registered and need help logging in or retrieving your user information, please submit a ticket to OpenGov.

OpenGov Customer Service

For assistance with e-bidding or uploading documents: Contact OpenGov at

https://support.opengov.com

PROJECT DESCRIPTION

The City-owned Lot 3 is located at 1155 Morningside Drive, Manhattan Beach, CA 90266 and was previously used for a parking structure that has recently been demolished.

Lot 3 is located within the downtown business district and is surrounded by shops, restaurants, offices, beachgoers, and pier visitors. Additionally, a weekly Farmer's Market is held approximately one block away from the structure every Tuesday. Frequent trash pickup, business deliveries, and pedestrian and vehicle traffic are expected. In an effort to reduce construction impact, the schedule of working days will be strictly adhered to, unless otherwise approved by the City Engineer. The contract is expected to be executed shortly after bid opening, and the Notice to Proceed to be issued concurrently. Please refer to the Special Instructions for project timeline and Section 5 of the Contract for Liquidated Damages.

To lessen the parking impact on the City's downtown area while construction activities are underway, vehicles owned by the Contractor, as well as personal vehicles belonging to the Contractor's employees will not be permitted within the downtown area. The City will specify an alternate parking location within the City and the Contractor shall arrange for carpooling accordingly. Work vehicles may be parked within the Contractor's enclosed work area.

SCOPE OF WORK.

This project entails constructing a surface parking lot to accommodate approximately 69 stalls, including landscaping, irrigation, and a new trash enclosure. In addition, the contractor will be required to install city-furnished solar parking lot lights and solar pay stations. The work also requires the contractor to design, obtain permits, and install a fire sprinkler system (for the trash enclosure) and four EV chargers.

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant Work necessary to satisfactorily complete the Project, as more specifically described in the Contract Documents. This Work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction, and applicable regulations. The quantity of Work to be performed and materials to be furnished are approximations only, being given as a basis for the comparison of bids. Actual quantities of Work to be performed may vary at the discretion of the City Engineer. Time for completion of the Work will be 40 total Working Days from the date specified in the Notice to Proceed with Preconstruction Requirements and Order Materials.

Contractor should be prepared for the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials to be issued the week of March 31st, 2025 and for contract work (including demobilization) to be substantially complete for parking lot use by <u>May 30th, 2025</u>. Liquidated damages will be assessed on a calendar day basis until the project is completed.

PRE-BID MEETING AND SITE VISIT. A pre-bid meeting will be held on **Tuesday, March 11th, 2025 at 9:00 a.m.** at 1155 Morningside Drive, Manhattan Beach, CA 90266. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid

purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier's check, certified check or Bidder's Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price, as well as a warranty or maintenance Bond that is valid for one year from Project acceptance in the amount of ten percent of the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within five calendar days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid **Class A** Contractor's license issued by the California State Contractors License Board at the time of the Bid submission, unless this Project has any federal funding, in which case the successful Bidder must possess such a license at the time of Contract award. The City requires that the Contractor sub-contract the fire sprinkler design and installation to a **C-16 Fire Protection Contractor**, unless the Contractor holds this license designation.

RETENTION SUBSTITUTION. Five percent of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300 and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

By:

PCE ACTING FOR:

03/03/2025

Katherine Doherty, City Engineer

Date

INSTRUCTIONS TO BIDDERS

FORM OF BID. The following shall be submitted using the City of Manhattan Beach Public Works Department Bid Opportunities webpage link to the online bid portal at https://www.manhattanbeach.gov/departments/public-works/bid-opportunities.

Online webform via online portal:

- 1. Online Completed Bid Schedule
- 2. Online Acceptance of Addenda (if any)
- 3. Online Completed Subcontractor Designation Form

In addition, each Bidder must scan and submit the following documents with its electronic bid on the City's Bid Forms. (The forms listed below can be downloaded separately on the online bid portal).

- 1. Completed and Signed Contractor's Statement
- 2. Completed References Form
- 3. Completed, Signed, and Notarized Bid Bond or Other Security Form
- 4. Signed Noncollusion Declaration Form
- 5. Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Any Bid not accompanied by a Contractor's Statement completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury may be deemed non-responsive and rejected. If the City determines that any information provided by a Bidder in the Contractor's Statement is false or misleading, or is so incomplete as to be false or misleading, the City may reject the Bid submitted by such Bidder as being non- responsive.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date specified in the Notice Inviting Bid, through the City of Manhattan Beach Public Works Department Bid Opportunities webpage link to the online bid portal at https://www.manhattanbeach.gov/departments/public-works/bid-opportunities. Paper copies will not be accepted. Bidders are solely responsible for ensuring that their Bids are received in proper time. Accepted Bids shall become the property of the City.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for 90 Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent of the

amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within ten calendar days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. Each Bidder shall register to become a Registered Bidder via the City of Manhattan Beach Public Works Department Bid Opportunities webpage link to the online bid portal at https://www.citymb.info/departments/public-works/bid-opportunities. Addenda, if any, shall be issued via email through the online bid vendor portal. It is the Contractor's responsibility to ensure the email address utilized in the online bid vendor portal is current and accurate and it is further the Contractor's responsibility to actively check the Portal and email for the issuance of Addenda. Bidders are responsible for ensuring that they have received any and all Addenda. It is the Bidder's responsibility to actively check the online bid vendor portal for Addenda or bulletin updates. Each Bidder is responsible for verifying that it has received all Addenda issued. Bidders must acknowledge receipt of all Addenda, if any. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

DISCREPANCIES IN BIDS. The unit prices for each Bid Item shall be properly entered in the online electronic Bid Schedule. Each Bidder shall set forth as to each item of Work, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the line total set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "Line Total" column, then the amount set forth in the "Line Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Line Item" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "Line Item" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing

requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. The Bidder, at its sole cost and expense, is required to carefully examine the Contract Documents and the Project site to become fully acquainted with the conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the site shall not relieve such Bidder from any obligation relating to the Bid, the Contract, or the Work required under the Contract Documents. The City assumes no responsibility or liability to any Bidder for, nor shall the City be bound by, any understandings, oral representations or oral agreements of the City's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. By submitting a Bid, Bidder represents: (1) that Bidder has read and understands the Contract Documents; (2) the Bid is made in compliance with the Contract Documents and is based upon the labor, materials, equipment, and systems required by the Contract Documents; (3) that Bidder understands that all labor, materials, equipment, and systems to be furnished for the Work shall be furnished for the prices bid; (4) that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed; (5) that it is fully experienced, qualified and competent to perform the Work set forth in the Contract Documents; (6) that it shall not damage or endanger and shall preserve and protect adjacent properties; (7) that it is properly equipped, organized, and financed to perform the Work; (8) that it is properly permitted and licensed by the California Contractors State Licensing Board to perform the Work; (9) that it has familiarized itself with all conditions bearing upon transportation, disposal, handling, and storage of materials; (10) that it has familiarized itself with the availability of labor, water, electric power, and roads; (11) that it has familiarized itself with uncertainties of weather, or similar physical conditions at the Project site; (12) that it has familiarized itself with the character of equipment and facilities needed preliminary to and during performance of the Work; (13) that it has familiarized itself with the staging and material storage constraints of the Project site and surrounding buildings and will confine its staging and storage operations to approved areas; and (14) that it will coordinate its construction activities with the other contractors performing work on the Project site, if any, including, but not limited to, any separate contractor retained by the City.

No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

The omission of any portion or item of Work from the Bid that is reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a

reasonable time, which in any case shall not exceed 90 Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. **The Contract award will be made under emergency procurement procedures per Section 22035 of the Public Contract Code.** The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur within <u>12</u> calendar Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid."

TRENCHING. If the Project involves the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet deep or more, then each Bidder must submit, as a Bid item, adequate sheeting, shoring, and bracing, or an equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. This final submission must be accepted by the City in advance of excavation and must include a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from caving ground during the excavation Work. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*).

WORK OF SUBCONTRACTORS. All Bidders are encouraged to disseminate all of the Specifications, Drawings, and other Contract Documents to all persons or entities submitting subbids to the Bidder.

INELIGIBLE SUBCONTRACTORS. The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform work on a public works project pursuant to Sections 1777.1 or 1777.7 of the California Labor Code. By submitting a Bid, each Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform Work pursuant to the Labor Code.

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents within five calendar days from the date of delivery of the Contract Documents to the Bidder. Additionally, the selected Bidder shall also secure all insurance and Bonds as herein specified, and provide copies to the City, within five calendar days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security. In such event, the City may declare the Bidder's security forfeited to the extent permitted by law.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the

payment of claims for labor and materials. Where a Contractor has entered into an agreement with a Professional Employment Organization (PEO) to provide human resources, workers' compensation insurance, or other benefits to the Contractor's employees, the Contractor must also submit the agreement with the PEO for review by the City.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City Engineer a written request for an interpretation or correction not later than the date specified in the Notice Inviting Bids. Requests for clarification received after this date will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than five calendar days after the award of contract. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

PROTESTS. Any protest of the award of a bid must be submitted in accordance with the provisions of the City of Manhattan Beach Public Works Department Bid Protest Procedure Policy 2020-1, available on the City of Manhattan Beach Public Works Department Bid Opportunities webpage at https://www.manhattanbeach.gov/departments/public-works/bid-opportunities.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

Online webform via online portal:

- 1. Online Completed Bid Schedule
- 2. Online Acceptance of Addenda (if any)
- 3. Online Completed Subcontractor Designation Form

Scanned copy submitted as attachment via online portal:

- 1. Completed and Signed Contractor's Statement
- 2. Completed References Form
- 3. Completed, Signed, and Notarized Bid Bond or Other Security Form
- 4. Signed Noncollusion Declaration Form
- 5. Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

CITY OF MANHATTAN BEACH

BID SCHEDULE FOR

INTERIM SURFACE PARKING LOT 3

Bidder's Name:

Bidder's Address:

The undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer, at the following prices:

Base Bid Items as Follows:

BASE BID SCHEDULE:

ITEM #	CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1	%	Mobilization (10% maximum of Total Bid Price)	LS	1		
2	%	Stormwater Control, BMPs, and NPDES Compliance	LS	1		
3	%	Traffic Control	LS	1		
4		Remove and Dispose Existing Materials (1,500 sf)	CY	40		
5		Import Fill and Fine Grading	CY	239		
6		Construct New ADA Curb Ramp per Caltrans Standard Plan A88A Case G	EA	1		
7		Construct PCC Curb and Gutter	LF	115		
8		Construct PCC Curb	LF	1000		
9		Construct 4" Thick PCC Sidewalk	SF	825		
10		Construct 8" Thick PCC over 6" CAB, Commercial Driveway per City Standard Plan	SF	1,100		

	MBSI-116-0			
11	Remove existing AC/AB and Replace with Full Depth AC Slot Pave per City Standard Plan MBSI-120A-0 (ST-3)	SF	220	
12	Construct 6" Thick PCC Pavement per Part 2 and Part 3 of the Special Provisions	SF	8500	
13	Construct 6" Thick Permeable PCC Pavement per Part 2 and Part 3 of the Special Provisions	SF	6200	
14	Furnish and Install 6' Wide Wheel Stop	EA	2	
15	Install City-Furnished Pay Station and Construct Foundation	EA	2	
16	Assemble and Install City-Furnished Solar Parking Lot Lights	EA	6	
17	Furnish and Install Detectable Warning Surface	EA	7	
18	Furnish and Install Bicycle Rack	EA	1	
19	Install ADA Striping and Signage	LS	1	
20	Paint 4" Wide White Striping	LF	1,300	
21	Paint 12" High White Lettering	EA	12	
22	Paint Curb Red	LF	86	
23	Install Sign on Parking Lot Light Pole	EA	11	
24	Furnish and Install "Unauthorized Vehicle" Sign and Post	EA	2	
25	Furnish and Install Surface Mount Flexible Round Delineator Post	EA	3	

		Doint 10" Wide White	l i E	F 0		
26		Paint 12" Wide White Striping	LF	50		
27		Construct MBU Trash Enclosure Walls, Roof, Gate, and Light	LS	1		
28		Install Trash Enclosure Footings, Floor Slab, Floor Drain, and Primer Trap	LS	1		
29		Install 6" Sewer, Including Trenching	LF	65		
30		Install 6" Sewer Lateral, Cleanout, Connection, Trenching, and T-Patch	LF	26		
31		Install 2" Water Line, Including Trenching	LF	200		
32		Install 2" Backflow Preventer	EA	1		
33		Install 3/4" Hose Bib	EA	1		
34		Install Landscape Irrigation, Including Solar Controller, and Morningside Drive Crossing	LS	1		
35		Install Landscape Trees and Plantings	LS	1		
36	S, %	Install Conduits and Boxes for EV Chargers as Indicated on Sheet 7 Utility Plan of the Construction Drawings	LS	1		
37	S, %	Design and Install Fire Sprinkler	LS	1		
38	C, %	Surveying & Monument Preservation	LS	1	\$5,000	
39	%	Special Project Site Maintenance and Public Convenience and Safety per Section 3-12 of the General Provisions	LS	1	\$20,000	
			ТО	TALBASE BID	SCHEDULE:	

ITB No. E1301-25C

Interim Surface Parking Lot 3

PRICE TABLES

BASE BID SCHEDULE

Line Item #	Description	Estimated Quantity	Unit of Measure	Unit Prices	Total	Code
1	Mobilization (10% maximum of Total Bid Price)	1	LS	\$84,000.00	\$84,000.00	%
2	Stormwater Control, BMPs, and NPDES Compliance	1	LS	\$20,000.00	\$20,000.00	%
3	Traffic Control	1	LS	\$34,317.00	\$34,317.00	%
4	Remove and Dispose Existing Materials (1,500 SF)	40	CY	\$501.00	\$20,040.00	None
5	Import Fill and Fine Grading	239	СҮ	\$251.00	\$59,989.00	None
6	Construct New ADA Curb Ramp per Caltrans Standard Plan A88A Case G	1	EA	\$3,974.00	\$3,974.00	None
7	Construct PCC Curb and Gutter	115	LF	\$127.00	\$14,605.00	None
8	Construct PCC Curb	1,000	LF	\$67.40	\$67,400.00	None
9	Construct 4" Thick PCC Sidewalk	825	SF	\$25.24	\$20,823.00	None
10	Construct 8" Thick PCC over 6" CAB, Commercial Driveway per City Standard Plan MBSI-116-0	1,100	SF	\$44.39	\$48,829.00	None
11	Remove existing AC/AB and Replace with Full Depth AC Slot Pave per City Standard Plan MBSI-120A-0 (ST-3)	220	SF	\$78.65	\$17,303.00	None
12	Construct 6" Thick PCC Pavement per Part 2 and Part 3 of the Special Provisions	8,500	SF	\$22.44	\$190,740.00	None

ITB No. E1301-25C

Interim Surface Parking Lot 3

Line Item #	Description	Estimated Quantity	Unit of Measure	Unit Prices	Total	Code
13	Construct 6" Thick Permeable PCC Pavement per Part 2 and Part 3 of the Special Provisions	6,200	SF	\$23.01	\$142,662.00	None
14	Furnish and Install 6' Wide Wheel Stop	2	EA	\$1,508.00	\$3,016.00	None
15	Install City-Furnished Pay Station and Construct Foundation	2	EA	\$3,705.00	\$7,410.00	None
16	Assemble and Install City-Furnished Solar Parking Lot Lights	6	EA	\$10,287.00	\$61,722.00	None
17	Furnish and Install Detectable Warning Surface	7	EA	\$799.00	\$5,593.00	None
18	Furnish and Install Bicycle Rack	1	EA	\$5,590.00	\$5,590.00	None
19	Install ADA Striping and Signage	1	LS	\$10,660.00	\$10,660.00	None
20	Paint 4" Wide White Striping	1,300	LF	\$16.00	\$20,800.00	None
21	Paint 12" High White Lettering	12	EA	\$579.00	\$6,948.00	None
22	Paint Curb Red	86	LF	\$63.00	\$5,418.00	None
23	Install Sign on Parking Lot Light Pole	11	EA	\$785.00	\$8,635.00	None
24	Furnish and Install "Unauthorized Vehicle" Sign and Post	2	EA	\$5,000.00	\$10,000.00	None
25	Furnish and Install Surface Mount Flexible Round Delineator Post	3	EA	\$3,333.00	\$9,999.00	None
26	Paint 12" Wide White Striping	50	LF	\$110.00	\$5,500.00	None
27	Construct MBU Trash Enclosure Walls, Roof, Gate, and Light	1	LS	\$89,645.00	\$89,645.00	None

ITB No. E1301-25C

Interim Surface Parking Lot 3

Line Item #	Description	Estimated Quantity	Unit of Measure	Unit Prices	Total	Code
28	Install Trash Enclosure Footings, Floor Slab, Floor Drain, and Primer Trap	1	LS	\$21,167.00	\$21,167.00	None
29	Install 6" Sewer, Including Trenching	65	LF	\$115.00	\$7,475.00	None
30	Install 6" Sewer Lateral, Cleanout, Connection, Trenching, and T-Patch	26	LF	\$696.00	\$18,096.00	None
31	Install 2" Water Line, Including Trenching	200	LF	\$25.00	\$5,000.00	None
32	Install 2" Backflow Preventer	1	EA	\$4,917.00	\$4,917.00	None
33	Install 3/4" Hose Bib	1	EA	\$5,480.00	\$5,480.00	None
34	Install Landscape Irrigation, Including Solar Controller, and Morningside Drive Crossing	1	LS	\$65,333.00	\$65,333.00	None
35	Install Landscape Trees and Plantings	1	LS	\$19,050.00	\$19,050.00	None
36	Install Conduits and Boxes for EV Chargers as Indicated on Sheet 7 Utility Plan of the Construction Drawings	1	LS	\$9,000.00	\$9,000.00	S, %
37	Design and Install Fire Sprinkler	1	LS	\$4,619.00	\$4,619.00	S, %
TOTAL				1	\$1,135,755.00	

BASE BID SCHEDULE CONTINUED - PRESET UNIT COST

ITB No. E1301-25C

Interim Surface Parking Lot 3

Line Item #	Description	Estimated Quantity	Unit of Measure	Unit Cost	Total	Code
38	Surveying & Monument Preservation	1	LS	\$5,000.00	\$5,000.00	С, %
39	Special Project Site Maintenance and Public Convenience and Safety per Section 3-12 of the General Provisions	1	LS	\$20,000.00	\$20,000.00	%
TOTAL					\$25,000.00	

Assumptions and Exclusions:

- City will pay for all necessary City permits
- City will provide water meter
- A single-lane closure along the northern boundary of the site (i.e., 12th Street) may be made available for staging

NOTES:

- In the CODE column (S) denotes a specialty item, (%) denotes progress payments for that lump sum item will be allowed based on the percentage of completion in each pay period, and (C) denotes payments will be made after the completion of the lump sum item.
- 2) In the UNIT column (LS) denotes a lump sum item.
- 3) For lump sum items, see Note 1 and 2. The Bid Price shall include, but not limited to, sales tax and all other applicable taxes and fees.

TOTAL BID	PRICE IN DIGITS: \$		
TOTAL BID	PRICE IN WORDS:		
type of Work permanent of subcontract	k related to the Project and employees performing a pa ing all phases of the Work	that this experience is in irt of the Work as distinct. The bidder also certifie	ears of current experience in the nactual operation of the firm with from a firm operating entirely by es to be properly licensed by the a California Contractor's License
Number	, Class, which ex	cpires on	
Signature:		Title:	Date:
Signature: _		Title:	Date:

BIDDER'S PROPOSAL - CONTRACTOR'S STATEMENT

INTERIM SURFACE PARKING LOT 3

Fill out all of the following information. Attach additional sheets if necessary.

(1)	Bidder's Name: Carbon Activated Corporation
(2)	If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement. N/A
(3)	Business Address: 2250 South Central Ave., Compton, CA 90220-5311
(4)	Telephone: (310) 885-4555 Email: billh@activatedcarbon.com
(5)	Type of Firm – Individual, Partnership, LLC or Corporation: Corporation
(6)	Corporation organized under the laws of the State of: California
(7)	California State Contractor's License Number and Class: 842091 Class A
	Original Date Issued: <u>07/06/2004</u> Expiration Date: <u>07/31/2026</u>
(8)	DIR Contractor Registration Number: 1000009862
(9)	List the name and title of the person(s) who inspected the Project site for your firm: William Hewes, Project Manager, and Freddy Leon, Superintendent
(10)	Number of years' experience the company has as a contractor in construction work: 20
(11)	List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid: Lionel M. Perera, President, Carbon Activated Corp., Nirmala P, Perera, Vice-President Anne Nash, Secretary
	William L. Hewes, Project Manager
(12)	List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid: None

BIDDER'S PROPOSAL - CONTRACTOR'S STATEMENT

INTERIM SURFACE PARKING LOT 3

Fill out all of the following information. Attach additional sheets if necessary.

(1)	Bidder's Name: Carbon Activated Corporation
(2)	If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement. N/A
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(10)	Number of years' experience the company has as a contractor in construction work: 20
(11)	List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this Bid: Lionel M. Perera, President, Carbon Activated Corp., Nirmala P, Perera, Vice-President
	Anne Nash, Secretary
	William L. Hewes, Project Manager
(12)	List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid: None

	g an interest in this Bid: None
compa	arbitrations, claims, lawsuits, settlements and the like (in or out of court) that the any or any principal having an interest in this Bid has been involved with in the past ears: None
a.	List the names, addresses and telephone numbers of contact persons for the parties:
b.	Briefly summarize the parties' claims and defenses:
C.	State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:
Has th	ne company or any principal having an interest in this Bid ever had a contract ated by the owner or agency? If yes, explain.
No	

	No		
	the company or any principal having an interes		
	se, even if it was converted to a "termination o lo	f conve	nience"? If yes, explain.
	NO		
			-
	projects that the company or any principal h lved with in the last five years, did you have a		
a.	By you against the owner? Circle one:	Yes	60
b.	By the owner against you? Circle one:	Yes	®
c.	By any agency or individual	Yes	®
d.	By any outside agency or individual for laboration one: Yes No	or comp	liance?
e.	By Subcontractors? Circle one: Yes	(No)	
f.	Are any of these claims or actions unresolv Circle one: Yes (No)	ed or o	utstanding?
If yo	ur answer is "yes" to any part or parts of this q	uestion.	explain.
•	, , , , ,	·	•
	the company or any of its principals ever been se explain.	n debarı	red by any agencies? Is
	No		

(20)For all public agency projects in excess of \$15,000.00 that you are currently working on or have worked on in the past two years, provide the following information: **Project 1** Name/Number Dilute Polymer System Improvements Project Description Replacement/additional polymer blending facilities at Hyperion WRP Approximate Construction Dates From: August, 2023 To: August, 2025 Agency Name: City of Los Angeles, Dept. of Public Works, Environmental Engineering Division Contact Person: Patricia McCarthy Telephone: (310) 648-6172 Address: 12000 Vista del Mar, Playa del Rev. California 90293 Original Contract Amount: \$8,537,893.00 Current Contract Amount: \$8,798,376,15 If final amount is different from original amount, please explain (change orders, extra work, etc.). Change orders and extra work (O) Did any individual file any claims against you or any Subcontractor? Circle one: Yes Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes **(19**) Did the Agency file any claims against you? Circle one: Yes **@** If you answered yes to either of the above two questions, please explain and indicate outcome of claims. Project 2 Name/Number Advanced Water Treatment Facility at Hyperion Treatment Plant Project Description Odor Control System for Walsh Group, City of Los Angeles C-133194 Approximate Construction Date From: 9/7/2021 To: present Agency Name: City of Los Angeles, Bureau of Sanitation Contact Person: <u>Jeremy Stockschlaeder</u> Telephone: (310) 418-0532 Address: 929 W Adams Street, Chicago, IL 60607 Original Contract Amount: \$233,092.00 Final Contract Amount: \$268,949.00 If final amount is different from original amount, please explain (change orders, extra work, etc.). Extra work to duct system, additional start-up and one year of carbon media testing

Did any individual file any claims again	nst you or any Subcontractor?	Circle one:	Yes	N
Did you or any Subcontractor, file a	ny claims against the Agency	? Circle one:	Yes	(40)
Did the Agency file any claims again	nst you? Circle one: Yes	No		
If you answered yes to either of the claims.	above two questions, please	explain and ind	dicate ou	itcome of
Project 3 Name/Number Hyperion	WRP - Intermediate Pump Si	tation Odor Co	ontrol Fa	cility
Project Description New Biotricklin				
Approximate Construction Dates	From: <u>May 2019</u>		o: 6/12/2	2023
Agency Name: City of Los Angele	s, Dep. of Public Works			
Contact Person: Aline Miller		Telephone: (<u>310) 648</u>	3-6216
Address: 12000 Vista del Mar, Pla	ya del Rey, CA 90293			
Original Contract Amount: \$7,475,	250.00 Final Contract Amour	it: \$ 7,848,0 <u>95</u>	5.20	
If final amount is different from origin Extra work/change orders, non-co	•	nange orders,	extra wo	rk, etc.).
Did any individual file any claims again	nst you or any Subcontractor?	Circle one:	Yes	
Did you or any Subcontractor, file at	ny claims against the Agency	? Circle one:	Yes	(
Did the Agency file any claims again	nst you? Circle one: Yes	No		
If you answered yes to either of the claims.	above two questions, please e	explain and inc	dicate ou	tcome of
	Granular Activated Carbon me			
Toject Description	On-going carbon media chang			
Approximate Construction Dates	From: August 2024	To Au	gust 202	<u></u>
40400 000410004470 4 1	D 0			

Agency Name: <u>City of San Bernardino, CA</u>
Contact Person: Gustavo Cavedra Telephone: (909) 379-2621
Address:
Original Contract Amount: \$ \$400,000 per year Final Contract Amount: \$ TBD
If final amount is different from original amount, please explain (change orders, extra work, etc.).
Did any individual file any claims against you or any Subcontractor? Circle one: Yes
Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes
Did the Agency file any claims against you? Circle one: Yes
If you answered yes to either of the above two questions, please explain and indicate outcome of claims.
Project 5 Name/Number Granular Activated Carbon media change outs Project Description On-going carbon media change outs for pressure vessels
Approximate Construction Dates From: March 2024 To: March, 2026
Agency Name: City of Riverside, CA
Contact Person: <u>Teddy Bojorquez</u> <u>Telephone: 951-351-6391</u>
Address:
Original Contract Amount: \$250,000/year Final Contract Amount: \$TBD
If final amount is different from original amount, please explain (change orders, extra work, etc.).
Did any individual file any claims against you or any Subcontractor? Circle one: Yes
Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes No
Did the Agency file any claims against you? Circle one: Yes (No)

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.
Project 6 Name/Number Granular Activated Carbon media change outs
Project Description Carbon media change outs on three pressure vessels
Approximate Construction Dates From: May, 2024 To:May, 2026
Agency Name: East Valley Water District
Contact Person: Michael Hurst Telephone: (909) 772-5154
Address:
Original Contract Amount: \$117,600 per year Final Contract Amount: \$ TBD
If final amount is different from original amount, please explain (change orders, extra work, etc.).
Did any individual file any claims against you or any Subcontractor? Circle one: Yes No
Did you or any Subcontractor, file any claims against the Agency? Circle one: Yes
Did the Agency file any claims against you? Circle one: Yes
If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

[Continue to Next Page]

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

<u>Urban Runoff Certification</u>. The Bidder certifies to the City that he/she has trained his/her employees and Subcontractors, if any, for Urban Runoff management and has included sufficient sums in the Bid Price to cover such costs of training as stipulated in the most current Regional Water Quality Control Board requirements, including the Municipal Separate Storm Sewer System National Pollutant Discharge Elimination System (NPDES) Permit. The Contractor is responsible for all clean up and payment of all fines levied as a result of any illegal discharge (as defined in NPDES permit) occurring as a result of the Contractor's Work and/or operations.

I, the undersigned, certify and declare that I have read all the foregoing answers to the Bidder's Proposal – Contractor's Statement and know their contents. The matters stated in the Bidder's Proposal – Contractor's Statement answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Company	Carbon Activated Corporation	
	1 3 M	
Signature	may M + S	
Name:	Lionel P. Perera	
Title:	President	
Date:	March 18, 2025	
Signature	A	
Name:	Anne Nash	
Title:	scaretary	
Doto	March 18, 2025	

DESIGNATION OF SUBCONTRACTORS [Public Contract Code Section 4104]

Interim Surface Parking Lot 3

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total Bid or \$10,000.00, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

^{*}The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

ITB No. E1301-25C

Interim Surface Parking Lot 3

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone	Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
SPECIALIZED PAVEMENT MARKING	854894	1000886659	11861 Branford St. Sunn Valley, CA 91352	(818) 8348618	Stripping and Signage	4.8%
FIRE SAFE GROUP, INC.	566913	1000442879	1310 Kingsdale Ave. Redondo Beach, CA 90278	(310) 9822703	Fire Sprinklers	0.4%
TOTAL DEMOLITION	1105905	1001093629	3702 Croton Ave. Whittier, CA 90601	(909) 2231850	Demolition	1.3%
LOWERS WELDING & FABRICATION, INC.	756091	1000039254	10847 Painter Ave. Santa Fe Springs, CA 90670	(562) 9464521	Metal Fabrication	4.0%
BENNETT LANDSCAPE	479003	1000006863	25889 Belle Porte. Harbor City, CA 90710	(310) 5343543	Landscape	4.2%
MIKE PRLIINCH & SONS, INC.	760474	1000006538	5103 Elton Street	(626) 8131700	Street Utilities	1.8%
CROSSTOWN	756309	1000000155	5454 Diaz Street, Irwindale, CA 91705	(626) 8126693	Electrical	7.8%
GRANSTROM MASONRY	629489	1000004794	320 W Victoria Gardena, CA 90248	(310) 3272527	Masonry	2.6%
NORTHWEST EXCAVATING, INC.	521572	1000005886	18201 Napa St. Northridge, CA 91325	(818) 3495861	Grading	2.1%

6. Addendum No. 2*

Bidder,s_Proposal.pdf

BID BOND

INTERIM SURFACE PARKING LOT 3

KNOW ALL PERSONS BY THESE PRESENTS that:
WHEREAS the City of Manhattan Beach ("City"), has issued an invitation for Bids for the Work described as follows: INTERIM SURFACE PARKING LOT 3
WHEREAS CARBON ACTIVATED CORPORATION - SOUTH CENTRAL AVE. COMPTON, CA 90220 (Name and address of Bidder)
("Principal"), desires to submit a Bid to City for the Work.
WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.
NOW, THEREFORE, we, the undersigned Principal, and OLD REPUBLIC SURETY COMPANY
534 E. BADILLO ST. COVINA, CA 91723
(Name and address of Surety)
("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of TEN PERCENT OF AMOUNT BID Dollars (\$\frac{10\%}{2}\$), being not less than ten percent of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety

hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: MARCH 13TH, 2025	
"Principal"	"Surety"
Name: CARBON ACTIVATED CORPORATION Address: 2250 SOUTH CENTRAL AVE.	Company Name: OLD REPUBLIC SURETY COMPAN Address: 534 E. BADILLO ST.
COMPTON, CA 90220	COVINA, CA 91723
Signature: Print Name: Title: Date: March 18 Print Name: Signature: Anne March Signature: Signature: Anne March Signature: Sig	Signature: Print Name: KEVIN VEGA Title: ATTORNEY-in-FACT Date: MARCH 13TH, 2025
Signature: W	

NOTE: This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer signed the document to which of that document.	completing this cer this certificate is att	tificate verifies only the id ached, and not the truth	dentity of the individual who fulness, accuracy, or validity
State of California County of LOS ANGELES	} } ss. }		
On March 13th, 2025 before n	101	ega, Notary Public	cer
personally appeared Kevin	Vega, Attorney-in-Fa		NOTE:
PHILIP VEGA Notary Public - Californi Los Angeles County Commission # 2490569 My Comm. Expires May 31,	personand in his/hisigna beha I cert of Ca	on(s) whose name(s) is/are subsection acknowledged to me that here er/their authorized capacity(sture(s) on the instrument that of which the person(s) acted if y under PENALTY OF PERJULIFORM that the foregoing parameters may be added and official seature:	URY under the laws of the State agraph is true and correct.
Place Notary Seal Above Though the information below is not required by	OPTIONAL	<u> </u>	adure of Notary Public
magn are manually below to not required by	and reattachment of this form t	o another document.	
Description of Attached Document			
Title of Type of Document:			
Document Date:		Number of Pages:	
Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)		01	
Signer's Name: Individual Corporate Officer Title(s): Partner - D Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Right Thumbprint of Signer Top of thumb here	Signer's Name: Individual Corporate Officer Partner - Limited Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	itle(s): neral Right Thumbprint of Signer Top of thumb here

CA\DD\02000.50111\10151761.2

22

(UPDATED: 01-19)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock Insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and blnding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seat be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

00.4	•	JRETY COMPANY has considerable september	aused these presents to be sig 2022	gned by its proper officer, and its corporate seal to be
affixed this23rd	day of	Septemoei	AMERICA MARINALINA	OLD REPUBLIC SURETY COMPANY
Kaung 4	Jaffur GOCTER PHENOMEN	The state of the s	COAPORATE COMME	Men Meie President
STATE OF WISCONSIN, COL				AL - Day B
Kor	_day ofSepte en J Haffner		_, personally came before me	
who executed the above instru	ment, and they each	acknowledged the execut	ion of the same, and being by	officers of the OLD REPUBLIC SURETY COMPANY y me duly sworn, did severally depose and say: that seal of the corporation, and that said corporate seal
and their signatures as such of	ficers were duly affixed	and subscribed to the sa	id instrument by the authority	of the board of directors of said corporation.
		(OTARA HOLO	Kathery R. Peasson
CERTIFICATE				mission Expires: September 28, 2026 notary's commission does not invalidate this instrument
I, the undersigned, assis			COMPANY, a Wisconsin con	rporation, CERTIFY that the foregoing and attached sof the board of directors set forth in the Power of
arivere.	SURPERIN			
74 0061 SE	AL Signer	d and sealed at the City of	f Brookfield, WI this13th	day of March 2025
ORSC 22262 (3-06)	A COLUMN AUTONIA		<u></u>	Assis J. 11 Socretal PROCE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CAL	IFORNIA /)		
COUNTY OF _	US fingale)		
On 03/18	25 be	Althanta Itlantany and a	Gard- Notan FOFFICER-E.G., "JANE	
personally ap	ppeared, Lio	med Peren and	Anne Na	s h
executed the signature(s) of person(s) act	ibed to the within same in bis/ber/th on the instrument ed, executed the i	s of satisfactory evidence instrument and acknown eir authorized capacity the person(s), or the enstrument. PERJURY under the	wledged to me that y(ies), and that by l ntity upon behalf o	he/sher/their f which the
the foregoing	g paragraph is tru	e and correct.		
WITNESS II	y hand and offici	al seal.		
NOTA	ARY PUBLIC SIGNATUR	(SEAL)	/ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	COMM. # 2497958 OS ANGELES COUNTYO MM. EXPIRES AUG. 19. 2028
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				,
	RIGHT THUMBPRINT			

The undersigned declares:

NONCOLLUSION DECLARATION FORM TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID [Public Contract Code Section 7106]

INTERIM SURFACE PARKING LOT 3

I am the Presid	lent/Secretary	of <u>Carbon</u>	Activated Corp.	, the party making the foregoing
company, assoce The Bidder has sham Bid. The any Bidder or an any manner, di anyone to fix the element of the Etrue. The Bidder thereof, or the copartnership, cor	ciation, organization, on the directly or indirectly or indirectly or indirectly or each of the Bid price of the Bid price, or of that or has not, directly or intents thereof, or divergency, association, tuate a collusive or indirectly or second or the second of the Bid price, or of that or has not, directly or intents thereof, or divergency, association, tuate a collusive or second in the second or sec	or corporation or corporation of a sham Bid, sought by a der or any of any other indirectly, sought informorganization	on. The Bid is get or solicited any tally colluded, con or to refrain from agreement, com ther Bidder, or to Bidder. All state submitted his or nation or data reference.	ndisclosed person, partnership, enuine and not collusive or sham. other Bidder to put in a false or spired, connived, or agreed with a bidding. The Bidder has not in munication, or conference with fix any overhead, profit, or cost ements contained in the Bid are her Bid price or any breakdown lative thereto, to any corporation, ry, or to any member or agent and will not pay, any Person or
venture, limited	l liability company,	limited liab	ility partnership	s a corporation, partnership, joint o, or any other entity, hereby ecute, this declaration on behalf
true and corre	penalty of perjury unect and that this Compton	der the law	n is executed	California that the foregoing is on Mar. 18, 2025 [date], at alifornia [state].
Printed Name:	Lionel P. Perera, Pr	resident	Printed Name:	Anne Nash, Secretary
	M 1 40 0005			
Date:	March 18, 2025		Date:	March 18, 2025

Bidder's Name:

ADDENDA ACKNOWLEDGMENT FORM

INTERIM SURFACE PARKING LOT 3

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.



CITY OF MANHATTAN BEACH PUBLIC WORKS ENGINEERING DIVISION

3621 Bell Avenue, Manhattan Beach, CA 90266

WEBSITE: www.manhattanbeach.gov **PHONE:** (310) 802-5353 **TDD:** (310) 546-3501

CITY OF MANHATTAN BEACH

ADDENDUM NO. 2

INTERIM SURFACE PARKING LOT 3 PROJECT

This Addendum shall take precedence over any conflicting information contained either in the plans, specifications, or advertisement of Notice Inviting Bids for the Interim Surface Parking Lot 3 Project (Project No: D-952 Bid No.: El30l-25C). Bidders shall incorporate the information contained in this Addendum in their bids, conform to all the instructions contained herein in the preparation of a bid, and shall sign and submit this Addendum as a portion of the Contractor's Proposal as an indication of understanding and compliance with this Addendum.

Please note the following revisions to the Request for Bid documents.

1. <u>Electric Vehicle (EV) Chargers</u>

a. Specifications: Notice Inviting Bids Scope of Work

To match the bid schedule, the last sentence of the first paragraph is hereby amended to read as follows:

The work also requires the contractor to install conduits and boxes for EV Chargers, and to design, obtain permits for, and install a fire sprinkler system (for the trash enclosure).

b. Plans: Sheet 7 Trash Enclosure Site & Utility Plan

Replace the Construction Note #9 with the following:

Install 2" minimum PVC conduit from the proposed metered pedestal location to the proposed EV charger locations. Provide a polypropylene pull cord with 2000 lbs tensile strength in each conduit. Provide seven (7) concrete handhole traffic boxes (11"Wx18"Lx24"D) with galvanized steel checkered cover and stainless steel hardware. Bolted cover and box rated for H/20 vehicular traffic. 36" minimum radius at bends for conduits 3" in diameter or smaller. Conduit from electrical point of connection (POC) to metered pedestal location to be provided by others under separate contract.

2. Specifications Section 6-9 Liquidated Damages

To match Contract Section 5.1, the last sentence of Section 6-9 LIQUIDATED DAMAGES is hereby revised to:

The liquidated damages value is hereby amended to be \$2,000.00 per day.

3. Optional Pre-bid Meeting Attendees

Bianca Cardenas	City of Manhattan Beach	(310)802-5357	BCardenas@manhattanbeach.gov
Jeffery Fijalka	City of Manhattan Beach	(310)802-5358	<u>JFijalka@manhattanbeach.gov</u>
Evan Mertens	City of Manhattan Beach	(310)802-5350	emertens@manhattanbeach.gov
Erik Zandvliet	City of Manhattan Beach	(310)802-5522	ezandvliet@manhattanbeach.gov
Bill Hewes	Carbon Activated Corp.	(310) 864-2802	billh@activatedcarbon.com
Todd Broussard	TAIT & Associates, Inc.	(714) 560-8642	tbroussard@TAIT.COM
Patricia McCarthy	Paul Hansen Eng.	(310) 606-9024	

patricia.mccarthy@paulhansenengineering.com

4. Q&A

- a) Given the urgency of the project, is there any ability to extend working hours? Working hours shall remain 7:30am to 4:30pm unless an unexpected project operation calls for extended hours and a request is submitted to, and approved by, the City Engineer at least 72 hours in advance.
- b) Are there changes to the project plans or specifications?

 The striping layout for the Americans with Disabilities Act (ADA) and Electric Vehicle Charging Station (EVCS) spaces are being reconsidered. If minor alterations to the plans and specifications are required after the bid due date, a contract change order will be issued to account for any additional work.
- c) Has the City-furnished materials been procured?
 - i. The City currently has the solar pay stations in storage for Contractor pick-up and installation.
 - ii. The solar parking lot lights are being fabricated and will be coordinated for delivery to the site during construction. Please note, this does not include the solar trash enclosure lighting to be furnished and installed by the contractor.
- d) What is the wait period prior to opening pavement to striping and traffic?

 Concrete, permeable concrete, and asphalt are used on the project. Contractor shall not open the pavement to bicycle or pedestrian traffic until the concrete has cured for at least seven (7) uninterrupted days and until the pavement is accepted by the Engineer for opening to traffic, unless otherwise specified in the specifications.
- e) Bid Item 7 covers "Install Conduits and Boxes for EV Chargers as Indicated on Sheet 7 Utility Plan of the Construction Drawings". Sheet 7 shows 2 charger stations. Spec page

NIB-2 states the bid includes 4 charger stations. The bid item seems to read that it only includes the conduits and boxes, not the EV chargers. Does this bid include the EV charger stations? If this bid includes the EV chargers, how many? Who furnishes the EV charger stations - the City or Contractor?

Refer to this addendum item 1b) for clarification. The project will not include design, submittal, or installation of the EV charging equipment.

This Addendum is approved	by:		
Kathadrefy		3/13/2025	
KATHERINE DOHERTY, PE, C	TY ENGINEER	DATE	
A SIGNED COPY OF THIS A	DDENDUM MUST BE ATTA	CHED TO THE BID.	
I hereby acknowledge that t submitted for this project.	he information contained i	n this addendum has been inclu	ded in the bid
COMPANY NAME	SIGNATURE	DATE	



City of Manhattan Beach

Public Works

Erick Lee, Director 1400 Highland Ave, Manhattan Beach, CA 90266 (310) 802-5568

ADDENDA REPORT ITB No. E1301-25C Interim Surface Parking Lot 3

RESPONSE DEADLINE: March 19, 2025 at 11:00 am

Tuesday, April 1, 2025

Addenda Issued:

Addendum #1

Mar 10, 2025 4:06 PM

Please use the See What Changed link to view all the changes made by this addendum.

Pre-Bid Meeting for Tuesday, March 11, 2025 at 9:00 AM will be virtual via Microsoft Teams:

https://teams.microsoft.com/l/meetup-

join/19%3ameeting ZWIwMzliNWUtYzJkOC00YTFhLWE0MmltMDYwOGNkY2E1ODkx%40thread.v2/0?context=%7b%22Tid%22%3a%2250c33347-9647-4535-bafe-5245fe037699%22%2c%22Oid%22%3a%22f3c3c21b-b298-4a9b-9880-717d69aa6930%22%7d

Meeting ID: 253 648 574 582

Passcode: gD2yV3ER

Addendum #2

Mar 13, 2025 4:26 PM

This addendum addresses:

Electric Vehicle (EV) Chargers

Specifications Section 6-9 Liquidated Damages

Optional Pre-bid Meeting Attendees

Q&A

Please sign and attach to your bid.

Attachments:

· InterimLot 3-AddendumNo2

Addenda Acknowledgements:

Addendum #1

Proposal Confirmed Confirmed At Confirmed By
--

ADDENDA REPORT ITB No. E1301-25C

Interim Surface Parking Lot 3

Carbon Activated Corporation	X	Mar 19, 2025 7:43 AM	William Hewes

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Carbon Activated Corporation	X	Mar 19, 2025 7:43 AM	William Hewes

Page 2 469

CONTRACT

CITY OF MANHATTAN BEACH CONTRACT FOR INTERIM SURFACE PARKING LOT 3

THIS CONTRACT ("Contract") is made and entered this 14th day of April, 2025 ("Effective Date"), by and between the CITY OF MANHATTAN BEACH, a California municipal Corporation ("City") and CARBON ACTIVATED CORPORATION, a California corporation, ("Contractor"). The Contractor's California State Contractor's license number is 842091.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Contract Documents</u>. The Contract Documents consist of this Contract, Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, 2024 edition of the Standard Specifications for Public Works Construction "Greenbook" ("Standard Specifications") as amended by the Contract Documents, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between this Contract and any Exhibit attached hereto or any document referenced herein, the provisions of this Contract shall control.
- 2. <u>Scope of Services</u>. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work in a good and workmanlike manner for the project identified as **Interim Surface Parking Lot 3** ("Project"), as described in the Contract Documents and in accordance with any further written instructions, if any, of the Director of Public Works or his/her designated representative.

Compensation.

- 3.1 <u>Contract Price and Basis for Payment</u>. In consideration for the Contractor's full, complete, and timely performance of the Work required by the Contract Documents, the City shall pay the Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Bid Items, awarded by the City is **\$1,160,755.00**("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that the City will pay and the Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the Engineer.
- 3.2 <u>Payment Procedures</u>. Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Section 7 of the Standard Specifications.

4. <u>Contract Time</u>.

12100-0001\2654178v1.doc

4.1 <u>Initial Notice to Proceed.</u> The City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials," The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials constitutes the date of commencement of the Contract Time of <u>40</u> Working Days. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order for materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials shall further specify that the Contractor must complete the preconstruction requirements and order materials within **10 Working Days** after the date of award of Contract.

Preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Baseline Schedule. Refer to GP Part 1 Section 6.
- Submitting and obtaining approval of Traffic Control Plans. Refer to GP Part 6.
- Submitting and obtaining approval of the Water Pollution Control Plan (WPCP). Refer to GP Part 1 Section 3-12.6.
- Submit Monument Inventory List. Refer to GP Part 4.
- Submitting a Construction & Demolition Waste Management Plan per GP Part 1 Section 9
- Notifying all agencies, utilities, residents, etc., as outlined in the Contract Documents. Refer to GP Part 6 Section 600-1, Part 9, and Appendix IV.
- Submit and obtain approval of critical required and lead time submittals listed in the Contract Documents and Special Provisions (i.e., concrete, asphalt, base materials, thermoplastic, rebar, parking wheel stop, anchors, signage, posts, delineators, bike rack, detectable warning surface, backflow, EV charger, sprinkler, drain and trap, etc.).
- 4.2 <u>Notice to Proceed with Construction</u>. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.
- 5. <u>Liquidated Damages for Delay and Control of Work.</u>
- 5.1 <u>Liquidated Damages</u>. For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 3-13.1 of the Standard Specifications. The liquidated damages value of Section 6-9 of the Standard Specifications is hereby amended to be **\$2,000 per day**. Time is of the essence in this Contract.
- 6. <u>Early Completion</u>.
 - 6.1 Not Used

- 6.2 <u>City Not Liable for Contractor Failure to Achieve Early Completion</u>. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the City is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for the Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever.
- 7. <u>Work after Stop Work Notice</u>. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in the applicable Section of the Special Provisions.
- 8. <u>Antitrust Claims</u>. In entering into this Contract, the Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.§ 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the parties.
- 9. <u>Prevailing Wages</u>. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.
- 10. <u>Workers' Compensation</u>. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:
 - "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."
- 11. <u>Titles</u>. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.
- 12. <u>Authority</u>. Any person executing this Contract on behalf of the Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of the Contractor and has the authority to bind the Contractor to the performance of its obligations hereunder.
- 13. <u>Entire Agreement</u>. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the City and the Contractor. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.
- 14. <u>Counterparts</u>. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY:

City of Manhattan Beach, a California municipal corporation

By: Talyn Mirzakhanian, City Manager

Name: Talyn Mirzakhanian

Title: City Manager Date: 4/8/2025

ATTEST:

v: Liza tamura, Lity Clurk

Name: Liza Tamura Title: City Clerk Date: 4/8/2025

APPROVED AS TO FORM:

Docusigned by:

Quinn M. Barrow, City Attorney

Name: Quinn M. Barrow Title: City Attorney Date:4/8/2025

APPROVED AS TO FISCAL IMPACT:

Docusigned by:
By: Libby Bretthamer

Name: Libby Bretthauer
Title: Acting Finance Director

Date: 4/8/2025

APPROVED AS TO CONTENT:

By: Erick W
Name: Erick Lee

DocuSigned by:

Title: Public Works Director

Date: 4/8/2025

CONTRACTOR:

Carbon Activated Corporation, a California corporation

By: lionel Penra, President

Name: Lionel Perera Title: President Date: 4/8/2025

Docusigned by:

Anne Pash

Name: Anne Nash Title: Secretary Date: 4/8/2025

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

ONE ORIGINAL COPY

Bond No. WCN7475200

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("City"), State of California, has awarded toCARBON ACTIVATED CORPORATION - 2250 S. CENTRAL AVE., COMPTON, CA 90220
("Principal")
(Name and address of Contractor)
a contract (the "Contract") for the Work described as follows:
Interim Surface Parking Lot 3
(Project name)
WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.
NOW, THEREFORE, we, the undersigned Principal, andOLD REPUBLIC SURETY COMPANY - 14728 PIPELINE AVE. #E, CHINO HILLS, CA 91709
(Name and address of Surety)

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: MARCH 27TH, 2025	
"Principal"	"Surety"
CARBON ACTIVATED CORPORATION	OLD REPUBLIC SURETY COMPANY
Signature:	Signature:
Print Name: Anne North	Print Name: BRITTON CHRISTIANSEN
Title: Secretory	Title: ATTORNEY-in-FACT
Date: Moly 28, 225	Date: MARCH 27TH, 2025
Signature: Print Name: Lionel Pere LA	

(Seal)

(Seal)

NOTE: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be

required) by a duly authorized attorney-in-raction	3 /	
(iii) when duly executed and sealed (if a seal be evidenced by the Power of Attorney issued by the seal be evidenced by the Power of Attorney issued by the sealed (iii) when duly executed and sealed (iii) when duly executed (iii) when duly executed (iii) when duly executed (iii) when duly executed (iii) when duly exe	required) by one or more attorneys-in-fact or agent	ts pursuant to and within the limits of the authority
RESOLVED FURTHER that the signature of any au	uthorized officer and the seal of the company may belivery of any bond, undertaking, recognizance, or oth	
IN WITNESS WHEREOF, OLD REPUBLIC SURE affixed this day of	TY COMPANY has caused these presents to be sign March 2020	ed by its proper officer, and its corporate seal to be
day or		OLD REPUBLIC SURETY COMPANY
Kamp Haffur	SEAL POBL	Den Mice President
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS		
On this 24th day of March and Karen J Haffner	, <u>2020</u> , personally came before me, , to me known to be the individuals and of	Alan Pavlic fficers of the OLD REPUBLIC SURETY COMPANY
who executed the above instrument, and they each acknowledge the said officers of the corporation aforesaid, and and their signatures as such officers were duly affixed and	nowledged the execution of the same, and being by individual the seal affixed to the above instrument is the s	me duly sworn, did severally depose and say: that seal of the corporation, and that said corporate seal
	OTAA) Ave.Lee	Notary Public September 28, 2022
CERTIFICATE		otary's commission does not invalidate this instrument
Power of Attorney remains in full force and has not be	REPUBLIC SURETY COMPANY, a Wisconsin corpo	oration, CERTIFY that the foregoing and attached
Attorney, are now in force.		

74 0061



Signed and sealed at the City of Brookfield, WI this

27TH

2025

ORSC 22262 (3-06)

Description of Attached Document
Title or Type of Document: _____

Capacity(ies) Claimed by Signer(s)

☐ Corporate Officer — Title(s): ____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Guardian or Conservator

Signer's Name:

☐ Individual

☐ Trustee

Other:

CALIFORNIA ALL-PURPOSE ACKNOW		CIVIL CODE § 1189
A notary public or other officer completing this document to which this certificate is attached, a	certificate verifies only the ide	ntity of the individual who signed the y, or validity of that document.
State of California County of SAN LUIS OBISPO On MAR 2 7 2025 before me, Date personally appeared BRITTON CHRISTI.	Here Insert Nam	ZAR, NOTARY PUBLIC ne and Title of the Officer r(s)
who proved to me on the basis of satis subscribed to the within instrument and a his/her/their authorized capacity(ies), and the or the entity upon behalf of which the person	cknowledged to me that hat be at by his/her/their signature	ne/she/they executed the same in (s) on the instrument the person(s),
MCKENZIE SALAZAR Nctary Public - California San Luis Obispo County Commission # 2459004 My Comm. Expires Aug 13, 2027	I certify under PENA of the State of Calife is true and correct. WITNESS my hand Signature	LTY OF PERJURY under the laws ornia that the foregoing paragraph
Place Notary Seal Above		

Signer Is Representing: ______ Signer Is Signer

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Signer's Name:_

☐ Individual

☐ Trustee

☐ Other: _

☐ Corporate Officer — Title(s): ___

☐ Partner — ☐ Limited ☐ General

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Document Date: _____

☐ Attorney in Fact

☐ Guardian or Conservator

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CAL	JIFORNIA A	1)	
COUNTY OF	65 Atrige	e()	
On 37/28	B/21	before me	RI NAME, TITLE OF	OFFICER-E.G., "JANE DOE, NOTARY PUBLIC
personally a	ppeareu,	Inne	was i an	to clople xilla
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
I certify und the foregoin	er PENALTY (g paragraph is	OF PERJUI	RY under the la	ws of the State of California that
WITNESS n	ny hand and off	icial seal.	· .	AND STEPHANDS COLADES
	00		C Comment	LUIS FERNANDO SOLARES Z COMM. # 2497958 NOTARY PUBLIC - CALIFORNIA
Juist			N X	LOS ANGELES COUNTY COMM. EXPIRES AUG. 19, 2028
NOTA	ARY PUBLIC SIGNAT	TURE	(SEAL)	
				TION
			AL INFORMA	
THIS OPTIONAL BOCUMENT.	INFORMATION SECTION E	S NOT REQUIRED B	Y LAW BUT MAY BE BENER	FICIAL TO PERSONS RELYING ON THIS NOTABIZED
TITLE OR T	YPE OF DOCUMENT		Paymen-	Dona
DATE OF DO	CUMENT		NUMBER OI	P PAGES
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	51 · 61			

ONE ORIGINAL COPY

Bond No. WCN7475200

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:
WHEREAS the City of Manhattan Beach ("City"), has awarded toCARBON ACTIVATED CORPORATION - 2250 S. CENTRAL AVE., COMPTON, CA 90220
("Principal")
(Name and address of Contractor)
a contract (the "Contract") for the Work described as follows:
Interim Surface Parking Lot 3
(Project name)
WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract. NOW, THEREFORE, we, the undersigned Principal, and
OLD REPUBLIC SURETY COMPANY - 14728 PIPELINE AVE. #E, CHINO HILLS, CA 91709
(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of ONE MILLION ONE HUNDRED SIXTY THOUSAND SEVEN HUNDRED FIFTY FIVE NO/100 Dollars (\$ 1,160,755.00) this amount being not less than the total Contract Price, in lawful money of the United States of Amorica, for the payment of which sum well and truly to be made, we hind cursolves, our boirs
America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his
har or its hairs, executors, administrators, successors or assigns, shall in all things stand to and

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California

Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: MARCH 27TH, 2025 "Principal" "Surety" CARBON ACTIVATED CORPORATION OLD REPUBLIC SURETY COMPANY Signature: Signature: Print Name: BRITTON CHRISTIANSEN **Print Name:** Title: ATTORNEY-in-FACT Title: Date: MARCH 27TH, 2025 Date: Signature: Print Name: Title: Date:

(Seal)

(Seal)

NOTE: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage quaranty bonds, quarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attomeys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons. RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of March 2020 OLD REPUBLIC SURETY COMPANY STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this 24th day of March 2020, personally came before me, Alan Pavlic Alan Pavlic Alan Pavlic Alan Pavlic Alan Pavlic To me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly swom, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.
certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of March 2020 OLD REPUBLIC SURETY COMPANY STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this 24th day of March 2020 personally came before me, Alan Pavlic and Karen J Haffner , to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly swom, did severally depose and say: that they are the said officers of the corporation, and that said corporate seal
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this 24th day of March 2020 President STATE J Haffner To me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation, and that said corporate seal
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this 24th day of March Associated Ward Associated Ward Associated Wisconsider of the corporation, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation, and that said corporate seal
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS On this
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they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal
OTAR STAR STAR STAR STAR STAR STAR STAR S
DOYLUZ C. CLOSON
Notary Public
My Commission Expires: September 28, 2022
CERTIFICATE (Expiration of notary's commission does not invalidate this instrument I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached
Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of
Attorney, are now in force.
SURE SURE SURE SURE SURE SURE SURE SURE
74 0061 SEAL Signed and sealed at the City of Brookfield, WI thisday of
1/2001

☐ Other: __

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDG	MENT CIVIL CODE § 1189
A notary public or other officer completing this certificate document to which this certificate is attached, and not the	ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document.
State of California)	
County of SAN LUIS OBISPO	
On MAR 2 7 2025 before me.	McKENZIE SALAZAR, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared BRITTON CHRISTIANSEN	
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and acknow his/her/their authorized capacity(ies), and that by h or the entity upon behalf of which the person(s) ac	evidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), eted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public
Place Notary Seal Above	
— :	TIONAL
	information can deter alteration of the document or s form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Tha	n Named Above:
Capacity(ies) Claimed by Signer(s)	O' at Nove o
Signer's Name:	Signer's Name: Title(s):
☐ Corporate Officer — Title(s):	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
□ Other:	Other:

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Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CAL	LUS Angel	es)		
On On	28/25 b	efore me, Lui	S airs-	John Phic
personally a	ppeared,	Anne Naci	l and Lions	Perera
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
WITNESS n	rỳ hand and offici	al seal.		
Jun 7 NOTA	ARY PUBLIC SIGNATUR	(SEAL)	O CC NOTAL LOS	FERNANDO SOLARES 7 DMM. # 2497958 2Y PUBLIC - CALIFORNIA ANGELES COUNTY 0 EXPIRES AUG. 19. 2028
OPTIONAL INFORMATION				
THIS OPTIONAL BOCUMENT.	Information Section is no	T REQUIRED BY LAW BUT MA	AY BE BENEFICIAL TO PERSONS R	ELYING ON THIS NOTABIZED
TITLE OR TY	PE OF DOCUMENT	(man	nce Dond	
DATE OF DOCUMENT NUMBER OF PAGES				
SIGNERS(S) OTHER THAN NAMED ABOVE				
SIGNER'S NA	ME	sign	ER'S NAME	
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	++(5)			

ONE ORIGINAL COPY

Bond	Nο	WCN7475200
DUHU	IVU.	

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:
WHEREAS the City of Manhattan Beach ("City"), State of California, has awarded to
2250 S. CENTRAL AVE COMPTON. CA 90220 ("Principal")
(Name and address of Contractor)
a contract (the "Contract") for the Work described as follows:
Interim Surface Parking Lot 3
(Project name)
WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work to file a good and sufficient warranty Bond with the City. NOW, THEREFORE, we, the undersigned Principal, and OLD REPUBLIC SURETY COMPANY 14728 PIPELINE AVE., # E CHINO HILLS, CA 91709
(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of ONE HUNDRED SIXTEEN THOUSAND SEVENTY FIVE DOLLARS AND 50/100 Dollars (\$\frac{116,075.50}{116,075.50}
this amount being not less than 10% of the total Contract Price, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs executors, administrators, successors, and assigns, jointly and severally, firmly by these presents
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his her or its heirs, executors, administrators, successors or assigns, shall remedy, without cost to the City, any defects which may develop during a period of one year from the date of completion

her or its heirs, executors, administrators, successors or assigns, shall remedy, without cost to the City, any defects which may develop during a period of one year from the date of completion and acceptance of the work performed under the Contract, caused by defective or inferior materials or workmanship, and shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense, which arise out of, pertain to, or relate to such defects or to the Principal's actions or inactions in remedying such defects, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FURTHER, Surety hereby waives the provisions of California Civil Code sections 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications

accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: MARCH 27TH, 2025	
"Principal"	"Surety"
CARBON ACTIVATED CORPORATION	OLD REPUBLIC SURETY COMPANY
Signature: Print Name: Anne Nach Title: Secretary Date: Date: Title: T	Signature: Print Name: BRITTON CHRISTIANSEN Title: ATTORNEY-IN-FACT Date: MARCH 27TH, 2025
Signature: Print Name: Title: Date:	(Seal)
(Seal)	

NOTE: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

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RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

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affixed this	2411	_ day of _	March	, rui	C SUREY	O	_D REPUBL	IC SURETY COMP	ANY
Kau	Assistant Secr	<u>uffu</u>	<u>ル</u>	OLD REAL	COAPORATE SEAL FIRST		Den	President	
STATE OF WISCO									
On this	24th d	ay of	March	2020	_, personally came b	pefore me,		Alan Pavlic	TV COMPANY
they are the said off	bove instrume	ent, and the prooration at	y each acknowledged foresaid, and that the s y affixed and subscribe	the execut eal affixed	ion of the same, and to the above instrum	a being by me nent is the sea	al of the corp	oration, and that said	corporate seal
					OTAPLE AUBLIC	K a	U	V. Leaso Notary Public September 28	
CERTIFICATE					(Exp	iration of not	gry's commis	September 20 sion does not invalidat	e this instrumer
I the undersid	gned, assistar remains in fu	nt secretary	of the OLD REPUBLIC has not been revoked	C SURETY d; and furt	COMPANY, a Wisc	consin corpor	ation, CERT	FY that the foregoing	and attached
Attorney, are now i	n force.	u _{kir}							
74 0061	SEA	L AMPAN	Signed and sealed a	t the City o	f Brookfield, WI this _	27TH	day of	MARCH	2025
ORSC 22262 (3-06)	20-00-11.11.11	Marini Rate					-Kaun	Sis. J. 11 Secretary	0

CIVIL CODE § 1189

CALIFORNIA ALL-PURPUSE ACRNOWLEDGII Matatatatatatatatatatatatatatatatatatat	
A notary public or other officer completing this certifica document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California) County of SAN LUIS OBISPO) On MAR 2 7 2025 before me,	McKENZIE SALAZAR, NOTARY PUBLIC
Date	Here Insert Name and Title of the Officer
personally appeared BRITTON CHRISTIANSEN	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	evidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), sted, executed the instrument.
MCKENZIE SALAZAR Notary Public - California San Luis Obispo County Commission # 2459004	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public
Place Notary Seal Above OP	TIONAL determines of the document or
Though this section is optional, completing this fraudulent reattachment of this	information can deter alteration of the document or solutions form to an unintended document.
Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other That	n Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator
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STATE OF CALIFORNIA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

)

COUNTY OF _	Castingell_	postons singen colon politication quality delibration of)		
On 84/62	I I I I I I I I I I I I I I I I I I I	before me,	Luis F.	Officer-E.G., "JAI	NE DOE, NOTARY PUBLIC
personally ap	opeared,	A.	me Nash		
is/are subscri executed the signature(s) person(s) act	ibed to the within same in his/her/ton the instrumented, executed the	n instrume their authout the person instrumen	nt and acknow rized capacity n(s), or the en t.	vledged to me that (ies), and that by tity upon behalf	of which the
the foregoing	g paragraph is tr	ue and cor		aws of the State of	f California that
WITNESS m	ny hand and offic	cial seal.			
NOT A	ARY PUBLIC SIGNATU	RE	. (SEAL)	COM NOTARY P	NANDO SOLARES NAME AND SOLARES AUG. 19. 2025
		OPTION.	AL INFORMA	ATION —	
THIS OPTIONAL I	INFORMATION SECTION IS N	OT REQUIRED BY	law but may be bene	ficial to persons relyin	g on this notarized
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CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

 Executed copy of the Contract (will be sent via DocuSign)
 Completed, signed, and notarized Payment Bond (one original and one electronic copy) in amount of the Contract
 Completed, signed, and notarized Performance Bond (one original and one electronic copy) in amount of the Contract
 Workers' Compensation Certificate with attached Certificate of Insurance
 General Liability insurance certificate naming the City as an additional insured
 Automobile insurance naming the City as an additional insured
 Umbrella/Excess Liability (General aggregate) insurance certificate naming the City as a co-insured, if applicable
 Additional insured endorsement – comprehensive general liability
 Additional insured endorsement – automobile liability
 Additional insured endorsement – excess liability
 Primary and Non-Contributory Endorsement- General Liability Policy
 Waiver of Subrogation - general liability
 Waiver of Subrogation - Worker's Compensation
 W-9 Request for Taxpayer Identification Number and Certification Form
 Verification of Authority to Sign Document
 DocuSign Contact Signature Form

ALL SUBMITTALS WILL BE RETAINED BY CITY, EXCEPT FOR ONE COPY OF THE FULLY EXECUTED CONTRACT

PART 1 – GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The 2024 edition of "Standard Specifications for Public Works Construction", as amended by the Contract Documents, is incorporated into the Contract Documents by this reference. The Work described herein shall be done in accordance with the provisions of the Standard Specifications, as amended by the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the corresponding provisions in Party 1 (General Provisions) of the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

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

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Manhattan Beach.

Applicable Law – All State, federal, and local laws, statutes, ordinances, codes, rules, and regulations governing the Work.

Bid Item – An item of Work listed on the Bid Schedule.

Board – The City Council of the City of Manhattan Beach.

City - The City of Manhattan Beach

City Council – The City Council of the City of Manhattan Beach

Contract Documents – As defined in Section 1 of the Contract.

Contract Time – The number of Working Days stated in the Contract for the completion of the Work.

County - County of Los Angeles, California

Detour – A temporary route for traffic (vehicular or pedestrian) around a closed portion of a road or travel way.

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them.

Estimated Quantities – The quantities of Work anticipated to be performed, as set forth in the Bid Schedule, designated as units or a lump sum.

Excavation – Any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way (Cal. Gov. Code § 4216).

Final Acceptance- Acceptance of the Work by the City Council and direction to staff to cause recordation of the Notice of Completion, pursuant to Section 3-13.1 these General Provisions.

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Major Item of Work — A bid item amount that is at least 10% of the total contract award amount.

Minor Item of Work – A bid item amount that is less than 10% of the total contract award amount.

Notice of Completion - The notice authorized by Civil Code Section 9204.

Notice to Proceed or Notice to Proceed with Construction – A written notice issued by the City to the Contractor that authorizes the Contractor to perform the Work.

Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials – A written notice issued by the City to the Contractor that authorizes the Contractor to proceed with preconstruction requirements and the acquisition or purchase of materials that are to be incorporated into the Work and establishes the date of commencement of the Contract Time.

Project - See Work.

Punch List – A list of items of Work to be completed or corrected by the Contractor in order to complete the Work as specified in the Contract Documents.

Shop Drawings – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

State - The State of California.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, bonds or similar items required to be submitted to the City under the terms of the Contract.

Traffic Engineer – The representative of the Engineer who is assigned traffic-related matters.

Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

Working Day - Any calendar day except Saturdays, Sundays, and the following holidays:

New Year's DayJar	nuary 1
Martin Luther King, Jr. Day 3rd	d Monday in January
Presidents' Day3rd	d Monday in February
Memorial DayLas	st Monday in May
Independence DayJul	y 4
Labor Day1st	Monday in September
Columbus Day2nd	d Monday in October
Veterans' DayNo	vember 11
Thanksgiving4th	Thursday in November
Friday after Thanksgiving4th	r Friday in November
Christmas Day De	cember 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed, and if a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed.

Work Directive – A unilateral written order issued by the City directing the Contractor to continue performance of the Work or a disputed item of Work pending resolution of a claim or dispute concerning the scope of Work.

1-3 ABBREVIATIONS

1-3.3 Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	Word or Words
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	
CSI	
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications,
	Latest edition, Department of Transportation
SSP	State of California Standard Plans,
	Latest edition, Department of Transportation

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.2. Contract Bonds. The following paragraphs shall be added following the seventh paragraph:

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Labor and Materials Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2.

The warranty or maintenance Bond shall be valid for one year from the date of recordation of Notice of Completion by the County Recorder, in the amount of ten percent of the Contract Price. Other than the details listed herein, the warranty or maintenance Bond shall adhere to the requirements for Bonds in Section 1-7.2 of the Standard Specifications. Nothing herein shall abridge or amend Section3-13.3 of the Standard Specifications or the related provisions in these Contract Documents.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

SECTION 2. SCOPE OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 2 of the Standard Specifications, unless specifically noted below.

2-1 WORK TO BE DONE

The following paragraphs shall be added at the end of Subsection 2-1:

All work which is defective in its construction or deficient in any of the requirements of the Plans and Specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer and the City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before Final Acceptance of work by the Board shall be corrected immediately with no extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

2-2 PERMITS

The following paragraphs shall be added at the end of Subsection 2-2:

Before starting any construction work, unless otherwise noted, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. The Contractor shall bear all cost for fees for all agencies except for the City of Manhattan Beach permit fees.

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City of Manhattan Beach permits required for the performance of the Contract shall be issued on a "no fee" basis.

2-4 COOPERATION AND COLLATERAL WORK

The following paragraphs shall be added at the end of Subsection 2-4:

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary who have the right to operate within or adjacent to the work site during the performance of such work. If necessary to avoid or minimize such damage or delay, the Contractor shall re-deploy its work force to other parts of the work. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by their operations, and for loss caused to the other due to unnecessary delays or failure to finish the work within the time specified for completion.

Payment for conforming with all collateral work shall be considered, as being included in the various Contract items in the bid schedule and no additional compensation will be allowed thereof.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

The following sentence shall be added at the end of Section 2-5:

The use of excessively loud equipment and warning signals shall be avoided, except in those cases required for the protection of personnel.

2-5.4 Haul Routes

Subsection 2-5.4 shall be deleted and replaced as follows:

The Contractor must obtain the Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

2-6 CHANGES REQUESTED BY THE CONTRACTOR

2-6.1 General

The following paragraph shall be added at the end of Subsection 2-6.1:

If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, if latent or unforeseen conditions require modification of the Contract Documents, or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, a Change Order Proposal ("COP") may be submitted to the City in writing, using the forms provided herein in Subsection 2-7.1.1 of the General Provisions, and must specify the reasons for such change, including relevant circumstances and impacts on the construction schedule. The Contractor may request additional compensation and/or time through a COP but not for instances that occurred more than ten calendar days prior to the COP. The Contractor's failure to initiate a COP within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change, unless such waiver is prohibited under state law. Any COP that is approved by the City will be incorporated in a Change Order or Construction Change Directive. If the City determines that the Work in question is not a change, the City shall issue a Work Directive, ordering the Contractor to proceed with the Work without delay. If the COP is denied but the Contractor believes that it does have merit, the Contractor may submit a claim to the City.

2-7 CHANGES INITIATED BY THE AGENCY

The following paragraph shall be added at the end of Section 2-7:

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-7.1 General

Add the following paragraphs at the end of Subsection 2-7.1:

The City reserves the right to make changes in the Work, including the elimination of any Bid Item, after execution of the Contract and without invalidating the Contract by:

Change Order approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy); or

Construction Change Directive approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy);

A change that causes the total value of all changes to exceed the Contract contingency amount established at the time of award of the Contract must be approved by the City Council. No payments in excess of the original Contract Price will be made until a Change Order is approved in the normal course of business. The City may, at any time, without notice to the Contractor's surety(ies), order changes in the Work within the general scope of the Contract. Such changes in the Work shall not relieve or release the surety(ies) of its (their) obligations under the Performance and Payment Bonds issued for the Project. Changes in the Work made pursuant to this Article 3 shall in no way release any guarantee or warranty provided by the Contractor.

The City may issue a Change Order Proposal Request ("COPR"), in writing, to the Contractor, describing a proposed change to the Work and requesting that the Contractor submit an itemized Change Order Proposal ("COP") to the City. The Contractor shall submit the COP to the City Engineer, using the forms provided herein in Subsection 2-11.2 of these General Provisions, within ten calendar days after the City's issuance of the COPR. If the Contractor fails to submit a COP within such period of time, it shall be presumed that the change described in the City's COPR will not result in an increase to the Contract Price or Contract Time and the change shall be performed by the Contractor without such increases. A COPR does not authorize the Contractor to commence performance of the changed work. The Contractor shall not perform any change until receipt of the City's written approval. If the City approves the Contractor's COP, the City shall issue a Change Order.

Whenever a change is pending, the Contractor shall notify the City if it is necessary to halt other Work in the area of the change that would be affected thereby, until such time as the change is authorized.

Any change to the Contract Price shall be in a sum mutually agreed to by the Contractor and the City. When the cost for Extra Work cannot be agreed upon, the City will pay for Extra Work based on the accumulation of costs as provided for in Subsection 7-4, "Payment for Extra Work," of the Standard Specifications and the General Provisions.

2-7.1.1 Change Order

A Change Order is a written instrument prepared by the City and signed by the City and the Contractor, stating their agreement upon all of the following:

- A. The scope of the change in the Work;
- B. The amount of the adjustment, if any, in the Contract Price; and

C. The extent of the adjustment, if any, in the Contract Time.

2-7.1.1.1 Accord and Satisfaction

Add Subsection 2-7.1.1.1 as follows:

The Contractor's agreement on any Change Order shall be a full compromise and settlement of all adjustments to the Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences, and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of the Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, the Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing, signed by the City and the Contractor, and that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

2-7.1.2 Construction Change Directive

Add Subsection 2-7.1.2 as follows:

A Construction Change Directive is a written order prepared and signed by the City, directing a change in the Work prior to the Contractor's agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The City may, by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and Contract Time being adjusted accordingly. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City's form of Construction Change directive is provided in Subsection 2-11 of the General Provisions.

2-8 EXTRA WORK

Subsection 2-8 of the Standard Specifications shall be deleted and replaced as follows:

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the Engineer.

All Extra Work shall conform to the Plans and Specifications.

The Contractor shall furnish to the Engineer each Subcontractor's signed and detailed estimate of the cost for labor, materials, and equipment, including the markup by such Subcontractor for overhead and profit for Work added or deducted to a Subcontractor's scope of Work. The Contractor shall furnish to the Engineer the sub-Subcontractor's signed detailed estimate of the cost for labor, materials, and equipment, including the markup by such sub-Subcontractor for

overhead and profit for Work added or deducted to a sub-Subcontractor's scope of Work. The Contractor shall furnish to the Engineer the vendor or supplier's signed detailed estimate or quotation of the cost to the Contractor for Work added or deducted from a vendor or suppliers scope of Work.

2-10 DISPUTED WORK

Delete Subsection 2-10 in its entirety and substitute the following:

In the event of disputed Work, the City shall have the right to unilaterally issue a written Work Directive; and the Contractor shall continue performance pending resolution of the dispute and shall maintain cost data described in Subsection 2-8 of the Standard Specifications and the General Provisions. The City's form of Work Directive is provided in Subsection 2-11 of the General Provisions. Payment shall be made for such disputed Work as is later determined by negotiation between the parties or as is fixed by a court of law.

2-11 FORMS

Add Section 2-11 to incorporate the following forms, which appear in the succeeding pages. 2-11.1 Change Order Form

2-11.2 Change Order Proposal Forms

- (a) Change Order Proposal Summary Report
- (b) Labor Cost Report
- (c) Labor Rates Report
- (d) Material Cost Report
- (e) Equipment Cost Report
- (f) Special Forces/Services Cost Report

2-11.3 Construction Change Directive Form

2-11.4 Work Directive Form



CITY OF MANHATTAN BEACH PUBLIC WORKS DEPARTMENT Engineering Division

CONTRACT CHANGE ORDER NO. 1 (Final)

PROJECT NO.:

DESCRIPTION:

TO: Construction Company, Inc.

SUMMARY: This change order includes items for XXXXX. It added XX days to the schedule.

You are hereby instructed to comply with the following changes from the Contract Plans and Specifications:

	SUMMARY OF CHANGES		
	cription tailed Explanation Attached)	Change in Contract Price ¹	Change in Work Days
1.		\$0.00	
2.	Adjustment in Final Bid Quantities	\$0.00	
Net	Change in Contract Price and Work Days	\$0.00	

¹Deduction or decrease in Contract Price is denoted in parentheses.

The following change is hereby made a part of the Contract Documents and shall be performed under the same terms and conditions as required by the original Contract Documents. Except as modified herein, the original Contract Documents and all prior amendments shall remain in full force and effect and all of the terms of the Contract Documents are hereby incorporated in this Change Order.

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	\$000,000.00
CCO1 (FINAL)	\$0.00
TOTAL	\$000,000.00

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:	Date
CONTRACT WORKING DAYS	X
TIME EXTENSION: CCO 1 (Final)	Υ
NEW TOTAL WORKING DAYS:	
LAST DAY OF WORK	New Date



CHANGE ORDER DETAIL

Change Order No.: 1 (Final)

Project No.:

Description:

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1:

Reason for Change: Α.

Due to conditions encountered during construction, modifications to the amount of Work were determined to be appropriate, and the changes were addressed by means of adjusting applicable contract quantities, as outlined below.

B. Description of Change:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST ¹
New Item				0	0	0	0.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. **Change in Contract Cost:** Add \$0.00

Change in Completion Date:

D. Add Y Working Days

Item No. 2:

Α. Reason for Change:



B. <u>Description of Change:</u>

ITEM	DESCRIPTION	UNIT	UNIT PRICE	BID OR CURRENT APPROVED QTY	FINAL QTY	CHANGE	CHANGE IN COST ¹
New Item				0	0	0	0.00

¹Deduction or decrease in Contract Price is denoted in parentheses.

C. <u>Change in Contract Cost:</u> Add \$0.00

D. <u>Change in Completion Date:</u> No Change.

SIGNATURE PAGE TO FOLLOW:



The original Contract Price was (\$0.00). Contract Change Order No. 1 (Final) increased the Contract Price by (\$0.00). The new Contract Price will be \$00/100, resulting in an increase of approximately 0.00% to the original Contract.

The original Contract Time of X Working Days was extended by Y Working Days per Change Order No. 1 (Final). The last contract Working Day is new Date.

Ordered: Public Works Director		Date:		
Concurred by:	City Engineer	Date:		
Concurred by:	Project Manager	Date:		
Acceptance by t	the Contractor:			
Contract Price, office overhead differing site codamages (herei on the overall Widescribed in this this Change Oreschedule extensions).	rder is in full compromise and settlem and compensation for any and all deal, disruption, acceleration, inefficience on ditions, construction interferences nafter called "Impacts"), including any fork under the Contract arising directles Change Order. By execution of this der constitutes a complete accord arision, Impacts, or any costs of any as Change Order.	elay, extended or addition cies, lost labor or equipment and other extraordinary ripple or cumulative effectly or indirectly from the personal character, the Control satisfaction with respendent.	al field and home ment productivity or consequentia at of these Impacts formance of Worl tractor agrees tha ct to all claims fo	
Name:		Date: _		



CHANGE ORDER PROPOSAL FORM EXAMPLE

2-11.2(a) CONTRACT CHANGE ORDER PROPOSAL SUMMARY REPORT

		Date			
CCO Proposal No		Contractor			
		Location			
Ger	eral Contractor	AMOUNT			
1.	Labor Cost	\$			
2.	Material Cost	\$			
3.	Equipment Cost	\$			
4.	Special Forces/Services	\$			
Sub	total Contractor Cost•	\$			
5.	Subcontractor/Sub-Subcontractor Name				
	Labor Cost\$\$				
	Material Cost\$				
	Equipment Cost\$\$				
	Subtotal Subcontractor/Sub-Subcontractor (Cost			
6.	Subcontractor/Sub-Subcontractor Name				
	Labor Cost\$\$				
	Material Cost\$				
	Equipment Cost\$				
Sub	total Subcontractor/Sub-Subcontractor Cost	\$			
TOT	AL CONTRACT CHANGE ORDER COSTS	\$			



CHANGE ORDER PROPOSAL FORM

2-11.2(b) LABOR COST REPORT EXAMPLE

	Date			
CCO Proposal No.	Contractor or Subcontractor			
Item No.	Location			
CLASSIFICATION AND NAME	HOURS	HOURLY RATE	EXTENDED AMOUNTS	
Classification:	ОТ	\$	\$	
Name:	REG	\$	\$	
Classification:	OT	\$	\$	
Name:	REG	\$	\$	
Classification:	OT	\$	\$	
Name:	REG	\$	\$	
Classification:	OT	\$	\$	
Name:	REG	\$	\$	
Classification:	OT	\$	\$	
Name:	REG	\$	\$	
Classification:	ОТ	\$	\$	
Name:	REG	\$	\$	
TOTAL LABOR			\$	
Overhead/profit 20%			\$	
Total labor/overhead/profit		\$		
Subcontractor's mark-up of total Sub-Subcontract labor/overhead/profit (if applicable) 5%		\$		
General contractor's mark-up of total Subcontractor Sub-Subcontractor labor/overhead/profit (if app		\$		
Total		\$		



2-11.2(c) LABOR RATES REPORT EXAMPLE

	Date		
CCO Proposal No.	Contractor or Subcontractor		
Item No.	Location		
CLASSIFICATION:			
TAXABLE BASE:		AMOUNT	
Base Hourly Pay		\$	
Vacation		\$	
TOTAL TAXABLE BASE		\$	
TAXES & INSURANCE	PERCENT	AMOUNT	
Social Security Tax		\$	
State Unemployment Tax		\$	
Federal Unemployment Tax		\$	
Workmen's Compensation		\$	
Liability & Umbrella Insurance		\$	
TOTAL TAXES & INSURANCE		\$	
FRINGE BENEFITS	AMOUNT		
Pension	\$		
Health & Welfare	\$		
Training	\$		
Other Fringe Benefits	\$		
TOTAL FRINGE BENEFITS	\$		
AMOUNT	\$		



2-11.2(d) MATERIAL COST REPORT EXAMPLE

	Date	
CCO Proposa	al No Contractor of	or Subcontractor
Item No.	Location	
INVOICE NO.	DESCRIPTION	AMOUNT
1.	Material	\$
	Sales Tax (Prevailing Tax Rate) 9.50%	\$
	Subtota	· ·
2.	Material	\$
	Sales Tax (Prevailing Tax Rate) 9.50%	\$
	Subtota	
3.	Material	\$
	Sales Tax (Prevailing Tax Rate) 9.50%	\$
	Subtota	
SUBTOTAL	MATERIAL COST	\$
	mized list of materials, manufacturers, serial number submitted along with the material cost report.	ers, invoices, and other pertinent
Overhead/prof	it 15%	\$
Fotal material/	overhead/profit	\$
	's mark-up of total Sub-Subcontractor ead/profit (if applicable) 5%	\$
	actor's mark-up of total Subcontractor ntractor labor/overhead/profit (if applicable) 5%	\$
Гotal		\$



2-11.2(e) EQUIPMENT COST REPORT EXAMPLE

CCO Proposal No Contractor or Subco			
Item No Location			
EQUIPMENT NO. (Description, Type, Size)	HOURS	HOURLY RATE	EXTENDED AMOUNTS
SUBTOTAL EQUIPMENT COST			\$
Overhead/profit 15%			\$
Total equipment/overhead/profit			\$
Subcontractor's mark-up of total Sub-Subcon equipment/overhead/profit (if applicable) 5%	\$		
General contractor's mark-up of total Subcon or Sub-Subcontractor equipment/overhead/p	\$		
Total	\$		



2-11.2 (f) SPECIAL FORCES/SERVICES COST REPORT EXAMPLE

	Date _		
CCO Proposal No Contractor or Subcontracto			
Item No	Locatio	on	_
INVOICE NO.	DESCRIPTION		AMOUNT
1.			\$
			\$
		Subtotal	\$
2.			\$
			\$
		Subtotal	\$
3.			\$
			\$
		Subtotal	\$
SUBTOTAL	MATERIAL COST		\$
	mized list of materials, manufacturers, serial n submitted along with the special forces/servic		d other pertinent
Overhead/prof	fit 15%		\$
Total Special	Forces/Services/Overhead/Profit		\$



2-11.3 CONSTRUCTION CHANGE DIRECTIVE

Distribution to:	CITY CONTRACTOR	OTHER	PROJECT MANAGER
PROJECT:		DIRECTIVE N	D.:
		DATE:	
		CONTRACT D	ATE:
TO CONTRACT	OR:	CONTRACT F	OR:
You are hereby di	rected to make the following o	change(s) to this	Contract:
	PROPOSED A	ADJUSTMENTS	
[] Lump [] Un [] Daily t in Pro		per ctual costs plus a c," the Standard	overhead and profit, as provided Specifications and the General
	ract Time is proposed to (be at, if any, is (an increase of	, ,	in unchanged). The proposed ease of days).
ten days of the da		e Directive pursua	st submit its own proposal within ant to Contract Documents or the actor.
	s a Construction Change Direct		s document becomes effective he Contractor shall proceed with
Ordered:Public	Works Director		Date:
Concurred by:	City Engineer		Date:
Concurred by: _	Project Manager		Date:



2-11.4 WORK DIRECTIVE

Distribution to:	CITY	CONTRACTOR	FIELD	OTHER	PROJECT MANAGER
PROJECT:			WORK I	DIRECTIVE NO	O.:
			DATE:		
			CONTR	ACT DATE:	
TO CONTRACT	OR:		CONTR	ACT FOR:	
esolution of the	e dispute c Extra Work,	oncerning such \ " of the Standard \	Vork and	maintain the	k, without delay, pending cost data described in eneral Provisions to the
					ontractor to maintain cost dification of the Contract
Ordered:	ic Works Di	rector			Date:
Concurred by:					Date:
Concurred by:	, ,				Date:

SECTION 3. CONTROL OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 3 of the Standard Specifications, unless specifically noted below.

3-1 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

3-3 SUBCONTRACTORS

Add the following subsections:

- 3-3.1 Subcontractors shall be listed by the Bidder in accordance with these specifications and must be properly licensed under the laws of the State of California for the type of work which they are to perform. Copies of all Subcontracts shall be made available to the Engineer, upon request.
- 3-3.2 A Subcontractor whose prosecution of the work is not satisfactory shall be terminated immediately by the Contractor upon the receipt of a written notice by the Engineer. Subcontractors whose work was determined to be unsatisfactory shall not be allowed to perform any work on the job site.

3-5 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

Add the following subsection:

3-5.1 Inspection

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the Work. Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the Contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall

affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the Contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the Contract, the defective work may be accepted subject to an equitable deduction from the Contract Price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to Final Acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the Contract, the Contractor shall pay such costs.

3-7 CONTRACT DOCUMENTS

3-7.1 General

All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid Schedule, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

3-7.2 Precedence of the Contract Documents

The following shall replace Section 3-7.2:

With regard to Section 3-7.2 in the Standard Specifications, the Special Provisions shall control over the General Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

- 1. Requirements of law.
- 2. Permits issued by regulatory agencies with jurisdiction.
- 3. Change Orders and Supplemental Agreements, whichever occurs last.
- 4. Contract.
- 5. Addenda.
- 6. Notice Inviting Bids.
- 7. Instructions to Bidders.
- 8. Bid/Proposal.
- 9. Special Provisions.
- 10. General Provisions.
- 11. Plans.
- Standard Plans.
- 13. Standard Specifications.

14. Reference Specifications.

3-8 SUBMITTALS.

3-8.1 General

The following paragraphs shall be added at the end of Subsection 3-8.1:

The Contractor shall, at its own expense, transmit to the Engineer for review and acceptance, working drawings, shop drawings, supporting information, and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans or General Provisions or requested by the Engineer. Shop drawings will not be required for standard items in common use for which adequate manufacturers' literature is available unless otherwise required by the Engineer.

The Contractor shall consecutively number, thoroughly check, approve and sign each submittal and transmit the submittals to the Engineer for review. In the event that certain submittals are submitted without the Contractor's approval signature or are unacceptable to the City, they shall be rejected by the Engineer. The Contractor shall thereafter correct the submittals and resubmit.

In the event that in the process of development of the submittals it is discovered that there are defects and/or errors on the Plans that result in conflict between the Plans and the submittals, or if the submittals show variation from the Plans or other Contract Documents, the Contractor shall thoroughly describe and explain any defects and/or conflicts in its transmittal letter to the Engineer.

The Engineer's review of the submittals will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the submittals or of the responsibility for executing the work in accordance with the Contract Documents. The Contractor shall allow a minimum of 20 Working Days for review of submittals. The Contractor shall be solely responsible for the correctness of the submittals, for shop fits and field connections, and for the results obtained by use of such submittals. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the Work and shall be responsible for furnishing and installing the proper materials required by the Contract Documents.

The Contract Time will not be extended due to the failure of the Contractor to provide submittals as required by the Contract Documents in a timely manner.

3-9 SUBSURFACE DATA

The following paragraphs shall be added at the end of Subsection 3-9:

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the Engineer. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents,

consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

3-10 SURVEYING

The following paragraph shall be added before the first paragraph of Section 3-10.1:

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

The Contractor is responsible for hiring a Surveyor to set survey points to be used for reestablishments of disturbed monuments and submit Corner Records to the County Surveyor. Copy of the submitted Corner Records must be provided to the City prior to actual disturbance of the monuments. The Contractor shall also cause all disturbed survey monuments within the project work area to be re-established at the end of the project. This also includes filing Corner Records and Record of Survey with the County Surveyor within 7 days of substantial completion of the construction work and submitting a copy to the City of the filed paperwork receipt within 2 days of submission. The Contractor is required to provide a copy of the County Surveyor's acceptance within 2 days of receipt from the County Surveyor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

3-11 CONTRACT INFORMATION SIGNS

Section 3-11 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may <u>not</u> be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

3-12 WORKSITE MAINTENANCE

The following paragraphs shall be added at the end of Section 3-12.1:

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation, including suspension of work, and until the final acceptance. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. Failure of the Contractor to comply with the Engineer's clean up orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long- term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to ensure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, lumber, concrete forms, construction equipment, and temporary structures and facilities used during construction. Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications or Engineer. Before final inspection of the work, the Contractor shall clean the right of way, private property, material sites, and all ground occupied by the Contractor in connection with the work of all rubbish, weeds, unwanted plants/trees, excess and unused materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition. Final Acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor. Full compensation for collecting and disposing of loose material and debris from the job site shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

Pursuant to the provisions of Section 3-12 and Section 5-7 of the Standard Specifications and

these General Provisions, the Contractor is responsible for Project site maintenance and for public convenience and safety. Payment for compliance with these provisions is considered as included in the prices bid for other contract items.

The City, however, to maintain good public relations, may deem it necessary to require special Project site maintenance, and public convenience and safety actions and work to be performed by the Contractor that are over and above those required by the provisions of Section 3-12 and Section 5-7 of the Standard Specifications and these General Provisions. These actions and any work under this item must have prior authorization approved by the City Engineer in writing and payment for compliance therewith shall be on a cost plus basis for extra work per Section 7-4 of the Standard Specifications and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

The first sentence of Section 3-12.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

The following paragraph shall replace Section 3-12.6.5

Work under <u>Stormwater Control</u>, <u>BMPs</u>, <u>and NPDES Compliance</u> shall include, but not be limited to, all labor, tools, equipment and material costs for stormwater pollution control, best management practices, and water pollution control plans as noted in Standard Specifications for Public Works Construction "Greenbook" Worksite Maintenance.

3-13 COMPLETION, ACCEPTANCE AND WARRANTY

3-13.1 Completion

The following paragraph shall be added at the beginning of Section 3-13.1:

The Contractor shall complete all Work under the Contract including punchlist items within the stipulated Working Days from the Notice to Proceed, as stated in the Contract. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

3-13.2 Acceptance

The following paragraph shall replace Section 3-13.2:

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items, the Work site is cleaned up in accordance with Section 3-12 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the Engineer:

- 1. A form of Notice of Completion, with all information required by the California Civil Code;
- 2. All written guarantees, warranties, and special warranties if applicable;

- 3. All "as-builts" and record drawings;
- 4. Duly completed and executed forms of Conditional Waiver and Release On Final Payment from the Contractor, Subcontractors of any tier, suppliers, and other person eligible to file stop notices in connection with the Work; and
- 5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven Working Days' notice for final inspection. Such notice shall be submitted to the Engineer in writing.

3-13.3 Warranty

The following paragraph shall be added at the end of Section 3-13.3:

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Section 3-13.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4. CONTROL OF MATERIALS

The provisions below shall supplement but not replace those provisions in Section 4 of the Standard Specifications, unless specifically noted below.

4-1 GENERAL

The first paragraph of Section 4-1 is replaced with the following:

Wherever applicable, materials shall conform to the latest Standards of the American Society for Testing Materials. All workmanship in the fabrication, assembly and construction of materials and equipment shall be neat and workmanlike in every respect. All equipment offered shall be of the manufacturer's latest design.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will

meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

The following subsection shall be added to Section 4-1:

4-1.1 Property Rights in Materials

Nothing in the Contract shall be construed as vesting in the Contractor any right, title, or interest in material used in the Work after it has been attached or affixed to the Work or the soil. All such material shall become the property of the City upon being so attached or affixed.

4-2 PROTECTION

Add the following at the end of Subsection 4-2:

Materials shall not be stored in the right-of-way unless written permission is given by the Engineer.

4-4 TESTING

Delete Subsection 4-4 in its entirety and substitute the following:

Unless otherwise called for in the Special or General Provisions, all testing of materials will be performed by the City in such number and at such locations as deemed necessary by the Engineer to ensure compliance with the Contract Documents. The cost of all testing that can be performed within 50 miles of the Project will be borne by the City. The cost of all testing that must be performed 50 miles or more from the Project will be borne by the Contractor. The cost of all retesting will be borne by the Contract or, and the amount due the City for the re-testing will be deducted from the Contract Price via Change Order.

The cost of rework material testing, overtime, travel and other related costs incurred by the City will be deducted from the Contract Price via Change Order.

4-6 TRADE NAMES

The following paragraph shall be added to Section 4-6:

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer to determine equivalence, no later than ten calendar days after the award of the Contract, unless a different deadline is listed in the Special Provisions.

4-9 RECYCLING OF MATERIALS

Subsection 4-9 is hereby added to the Standard Specifications as follows:

4-9.1 Recycling of Asphalt Concrete, Portland Cement Concrete, Aggregate Base, and Green Waste are Required

The records of disposal, including scale tonnages, shall be furnished to the City on a monthly basis. Failure to comply with the requirements of this Section will result in delay of progress

payment.

4-9.2 Contractor's Obligation

The City is committed to a recycling program. If available, it is the obligation of the Contractor, under the Contract, to recycle the waste material through an approved recycling plant. Records and reports of waste recycle will be submitted to the City on a regular monthly basis.

SECTION 5 LEGAL RELATIONS AND RESPONSIBILITIES

The provisions below shall supplement but not replace those provisions in Section 5 of the Standard Specifications, unless specifically noted below

5-3 LABOR

5-3.1 General

The following subsection shall be added to Section 5-3.1:

5-3.1.1 Public Work

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

5-3.2 Prevailing Wages

The following subsections shall be added to Section 5-3.2:

5-3.2.1 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

5-3.2.2 Failure to Pay Prevailing Rates

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

5-3.2.3 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

5-3.3 Payroll Records

The following paragraph shall be added to Section 5-3.3:

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit \$100.00 for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

5-3.4 Hours of Labor

The following shall replace Subsection 5-3.4:

The Contractor acknowledges that eight hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit \$25.00 for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

5-3.5 Apprentices

The following paragraph should be added at the end of Subsection 5-3.5:

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within 60 Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

5-3.6 Registration with the DIR

Subsection 5-3.6 is hereby added to the Standard Specifications as follows:

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or Subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

5-3.7 Compliance Monitoring and Posting Job Sites

Subsection 5-3.7 is hereby added to the Standard Specifications as follows:

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5-3.8 Subcontractors

Subsection 5-3.8 is hereby added to the Standard Specifications as follows:

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 5-3 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

5-3.9 Prevailing Wage Indemnity

Subsection 5-3.9 is hereby added to the Standard Specifications as follows:

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 5-3 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 5-3.9 shall survive expiration or termination of the Contract.

5-4 INSURANCE

The first paragraph of Section 5-4.1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and

appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-5.

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 5-4 of the Standard Specifications, as modified below.

The following provisions are hereby added to Section 5-4.1 of the Standard Specifications:

5-4.1.1 Acceptability of Insurers.

The insurance policies required under this Section 5-4 shall be issued by an insurer authorized or admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 5-4.

5-4.1.2 Additional Insured.

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

5-4.1.3 Primary and Non-Contributing.

The insurance policies required under this Section 5-4 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City. Any insurance or self-insurance maintained by the City, its officers, employees, agents or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it. This provision shall also apply to any excess/umbrella liability policies.

5-4.1.4 Contractor's Waiver of Subrogation.

The insurance policies required under this Section 5-4 shall not prohibit the Contractor and the Contractor's employees, agents or Subcontractors from waiving the right of subrogation prior to a loss. The Contractor hereby waives all rights of subrogation against the City.

5-4.1.5 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to the City, or the Contractor shall procure a bond guaranteeing payment of losses and expenses.

5-4.1.6 Cancellations or Modifications to Coverage.

The Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 5-4 during the term of the Contract. The commercial general and automobile liability policies required under the Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to the City. If any insurance policy required under this Section 5-4 is canceled or reduced in coverage or limits, the Contractor shall, within two business days of notice from the insurer, phone, fax or notify the City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

5-4.1.7 City Remedy for Noncompliance.

If the Contractor does not maintain the policies of insurance required under this Section 5-4 in full force and effect during the term of the Contract, or in the event any of the Contractor's policies do not comply with the requirements under this Section 5-4, the City may either immediately terminate the Contract or, if insurance is available at a reasonable cost, the City may, but has no duty to, take out the necessary insurance and pay, at the Contractor's expense, the premium thereon. The Contractor shall promptly reimburse the City for any premium paid by the City or the City may withhold amounts sufficient to pay the premiums from payments due to the Contractor.

5-4.1.8 Evidence of Insurance.

At least two Working Days prior to the performance of Services under the Contract, the Contractor shall furnish the City's Risk Manager with a certificate or certificates of insurance and all original endorsements (both of which must reference the same Policy number), evidencing and effecting the coverages required under Section 5-4 of the Standard Specifications, as modified by this Section 5-4. The endorsements are subject to approval by the City's Risk Manager. The Contractor may provide complete, certified copies of all required insurance policies to the City. The Contractor shall provide proof to the City's Risk Manager that insurance policies expiring during the term of the Contract have been renewed or replaced with other policies providing at least the same coverage. The Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements must specifically name the City of Manhattan Beach and its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds. The Contractor shall maintain current insurance certificates and endorsements on file with the City's Risk Manager at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Where the Contractor has entered into an agreement with a Professional Employment Organization (PEO) to provide human resources, workers' compensation insurance, or other benefits to the Contractor's employees, the Contractor must also submit the agreement with the PEO. If the evidence of insurance submitted by the Contractor pursuant to this Section 5-4 evidences that the insurance is provided by the PEO, all such PEO-provided insurance coverages and indemnities must comply with the requirements of these Contract Documents.

5-4.1.9 Indemnity Requirements not Limiting.

Procurement of insurance by the Contractor shall not be construed as a limitation of Contractor's liability or as full performance of the Contractor's duty to indemnify the City under Section 5-8 of the Contract.

5-4.1.10 Subcontractor Insurance Requirements.

The Contractor shall require each of its Subcontractors that perform Services under the Contract to maintain insurance coverage that meets all of the requirements of this Section 5-4.

5-4.1.11 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

The provisions below shall supplement but not replace those provisions in Sections 5-4.2, 5-4.3, and 5-4.4 of the Standard Specifications.

5-4.2 General Liability Insurance

Instead of the minimum limits listed in Section 5-4.2 of the Standard Specifications, the Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or location or the general aggregate limit shall be twice the required occurrence limit. If the Contractor is a limited liability company, the commercial general liability coverage shall be amended so that the Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

5-4.3 Workers' Compensation Insurance

Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If the Contractor has no employees while performing the Work under the Contract, a Workers' Compensation policy is not required, but the Contractor shall execute a declaration that it has no employees.

5-4.4 Automobile Insurance

Instead of the minimum limits listed in Section 5-4.4 of the Standard Specifications, the Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Contract with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If the Contractor does not use any owned, non-owned or hired vehicles in the performance of the Work under this Contract, the Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required by Subsection 5-4.2.

5-4.5 Contractors' Pollution Legal Liability

The Contractor shall procure and at all times during the term of the Contract carry, maintain, and keep in full force and effect Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

5-4.6 Insurance Requirements not Limiting

Subsection 5-4.6 is hereby added to the Standard Specifications as follows:

If the Contractor maintains broader coverage and/or higher limits than the minimums required above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

5-4.7 NOT USED

5-7 SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 5-7 of the Standard Specifications.

5-7.8 Steel Plate Covers

5-7.8 .1 General

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers. Steel plates shall be placed securely to avoid tripping hazards and in a way that minimizes movement and noise.

5-8 INDEMNIFICATION

The following indemnity provisions shall supersede the indemnity in Section 5-4.1 of the Standard Specifications.

5-8.1 Contractor's Duty.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the City and its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, insurers, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors, or their officers, agents, servants or employees (or any entity or individual that the Contractor shall bear the legal liability thereof) in the performance of

the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. The foregoing obligations include, but are not limited to, Liabilities arising from any asbestos. lead-based paint or other hazardous substance inspection, clean-up, monitoring, abatement, removal, and/or remediation services or work in the performance of the Contract, Liabilities arising from demands by third parties that waste generated during the work which is the subject of this Contract were improperly reused by Contractor, were improperly transported or disposed of by Contractor, Liabilities that the waste contained hazardous substances, Liabilities that real or personal property has been damaged by the work, Liabilities of bodily injury, wrongful death, personal injury and/or property damage, Liabilities related to any alleged violations of any applicable federal, state and/or local laws, statutes and/or regulations, and Liabilities brought by any regulatory agency to recover its costs (including but not limited to response or oversight costs) related to the work. The Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

5-8.1.1 Taxes and Workers' Compensation

The Contractor shall pay all required taxes on amounts paid to the Contractor under the Contract, and indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract. The Contractor shall fully comply with the Workers' Compensation law regarding the Contractor and the Contractor's employees. The Contractor shall indemnify and hold the City harmless from any failure of the Contractor to comply with applicable Workers' Compensation laws. The City may offset against the amount of any fees due to the Contractor under the Contract any amount due to the City from the Contractor as a result of the Contractor's failure to promptly pay to the City any reimbursement or indemnification arising under this Subsection 5-8.1.1.

5-8.1.2 Subcontractor Indemnity Agreements

The Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 5-8 from each and every Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of the Contract. If the Contractor fails to obtain such indemnity obligations, the Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of the Contractor's Subcontractor, its officers, agents, servants, employees, Subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that the Contractor's Subcontractor shall bear the legal liability thereof) in the performance of the Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

5-8.2 Workers' Compensation Acts not Limiting.

The Contractor's indemnifications and obligations under this Section 5-8, or any other provision of the Contract, shall not be limited by the provisions of any Workers' Compensation act or similar act. The Contractor expressly waives its statutory immunity under such statutes or laws as to the

City, its officers, agents, employees and volunteers.

5-8.3 Insurance Requirements not Limiting.

The City does not, and shall not, waive any rights that it may possess against the Contractor because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to the Contract. The indemnities in this Section 5-8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against the City.

5-8.4 Survival of Terms.

The Contractor's indemnifications and obligations under this Section 5-8 shall survive the expiration or termination of the Contract.

5-8.5 Civil Code Exception.

Nothing in this Section 5-8 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5-8.6 Nonwaiver of Rights.

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

5-8.7 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

SECTION 6. PROSECUTION AND PROGRESS OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

In addition to the construction schedule required pursuant to Section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall

submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the Engineer for review and approval. The Contractor shall make revisions as required by the Engineer. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the Engineer, or when:

- a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or
- b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

6-1.1.1 Pre-Construction Conference

Subsection 6-1.1.1 is hereby added to the Standard Specifications as follows:

Approximately five Days before the commencement of Work at the site, a pre-construction conference will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its 24-hour emergency telephone numbers to the Engineer for approval a minimum of two Working Days before the pre-construction conference. Unless previously submitted to the Engineer, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the conference is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.

- 9) Field decisions and Change Orders.
- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Subsection 6-1.1.2 is hereby added to the Standard Specifications as follows:

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two-week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-2 PROSECUTION OF THE WORK

Add the following as Section 6-2.1:

6-2.1 Excess Cost of City Personnel and Inspection Personnel

For any overtime or emergency work beyond a regular eight-hour day and for any work performed on Saturday, Sunday, or holidays, the charges for City personnel and City consultants/independent contractors, including inspection, required on the job site shall be the responsibility of the Contractor and all costs therefor shall be deducted from the payments due the Contractor. The cost of City personnel and City consultants/independent contractors shall be computed pursuant to the actual costs incurred by City, including but not limited to, overtime costs, fringe benefits, and overhead costs.

6-3 TIME OF COMPLETION

6-3.2 Contract Time Accounting

Add the following at the end of Subsection 6-3.2:

The Contract Time for completion of the Work, including corrective items of Work, shall be in accordance with Section 4 of the Contract. Contract Time extensions, when granted by the Engineer, will be in Working Days and in accordance with the Contract Documents, and will be set forth in writing via Change Order.

Add the following as Section 6-3.2.1:

6-3.2.1 Hours of Work

The Contractor shall not conduct any operations or perform any Work pertaining to the Project outside the working days and hours as defined in Section 10-8 Working Days and Hours. In the event that the Contractor abuses the hours of work requirement, a written warning will follow.

After each additional warning, a \$200.00 penalty will be deducted from the Contract amount.

6-4 DELAYS AND EXTENSIONS OF TIME

Add the following at the end of Subsection 6-4:

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by the Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-4.2 Extensions of Time

Add the following at the end of Subsection 6-4.2:

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-4.3 Payment for Delays

Add the following at the end of Subsection 6-4.3:

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-6 SUSPENSION OF THE WORK

6-6.1 General

Add the following paragraph following paragraph at the end of Subsection 6-6.1:

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of work shall

not relieve the Contractor of its responsibility to complete the work within the time limit set forth herein and shall not be considered cause for extension of the time for completion, and further, such suspension of work shall not entitle the Contractor to any additional compensation.

6-8 TERMINATION OF THE CONTRACT FOR CONVENIENCE

In addition to the reasons for termination listed in Section 6-8 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contract for any other reason or for no reason upon 30 Days' written notice. The rest of the procedure outlined in Section 6-8 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to the Contractor for the full performance of the services described in the Contract.

Furthermore, some of the City's projects are funded in whole or in part by funds other than the City's General Fund. If this Project is funded by such external funds in whole or in part, or if those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.

6-9 LIQUIDATED DAMAGES

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the Engineer, and the Engineer has certified such completion in accordance with Section 3-13.1 of the Standard Specifications. The liquidated damages value is hereby amended to be \$1,000.00 per day.

SECTION 7. MEASUREMENT AND PAYMENT

The provisions below shall supplement but not replace those provisions in Section 7 of the Standard Specifications.

7-1 MEASUREMENT OF QUANTITIES OF UNIT PRICE WORK

7-1.1 General

Add the following at the end of Subsection 7-1.1:

All items of Work which are not designated on the Bid Schedule by the letters "F" or "LS" or words "Final" or "Lump Sum" shall have final pay quantities measured and paid for in accordance with the Standard Specifications and these General Provisions.

7-1.2 Methods of Measurement

Add the following at the end of Subsection 7-1.2:

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the Engineer.

7-2 LUMP SUM WORK

Delete the first sentence of Subsection 7-2 and substitute the following:

Items of Work which are designated by the letters "LS" or the words "Lump Sum" in the Estimated Quantities column of the Bid Schedule shall be paid for at the price indicated in the Bid, unless the dimensions of the Work, as shown on the Plans, are revised by the Engineer. If such dimensions are revised and such revisions result in an increase or decrease in the quantity of such Work, the final payment for the lump sum item will be revised in proportion to the change in dimensions authorized by Change Order.

Add the following at the end of Subsection 7-2:

The Contractor shall submit a Work item breakdown of the Bid, described in the second paragraph of Subsection 7-2, "Lump Sum Work," of the Standard Specifications, within ten Working Days after award of the Contract and/or at any other time as required by the Engineer.

No guarantee is made regarding the amount of Work required to complete a lump sum item of Work.

7-2.1 Progress Payments for Lump Sum Items of Work

The word "Complete" in the Estimated Quantities column of the Bid Schedule for a lump sum item of Work shall mean that payment for that item will only be made after all Work for that item has been completed. The "%" symbol in the Estimated Quantities column of the Bid Schedule for a lump sum item of Work shall mean that progress payments for that item will be allowed based on the percentage of completion as determined by the Engineer in each pay period, typically every 30 days. (See Subsection 7-3.2 of the Standard Specifications and these General Provisions.)

7-3 PAYMENT

7-3.1 General

Add the following at the end of Subsection 7-3.1:

In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

Whenever the Contractor is required to perform work or furnish equipment, labor, tools, and materials of any class for which no price is fixed in the proposal, it shall be understood that such work, equipment, labor, tools, and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools, and materials shall be included in the unit bid prices in the proposal most closely related to the work and no additional compensation will be made thereof.

If any portion of the work done or materials furnished under the Contract shall prove defective or not in accordance with the Specifications and Contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

Delete the tenth paragraph of Subsection 7-3.1 and substitute the following:

Not later than 60 days from the date of Final Acceptance, the five percent deducted and retained from each progress estimate (see Subsection 7-3.2 of the Standard Specifications and these General Provisions) by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

7-3.2 Partial and Final Payment

7-3.2.1 Monthly Closure Date and Invoice Date

Subsection 7-3.2.1 is hereby added to the Standard Specifications as follows:

The Contractor shall prepare and submit the form attached herewith (see Appendix I), or its own form in an identical format, to the Engineer for all requests for progress payments for the work performed in accordance with the provisions of the Contract during the preceding month. The progress payment request shall be submitted monthly, and a maximum of one progress payment request may be submitted each month. The Contractor shall submit a Conditional Waiver and Release Form (Civil Code Section 8132) with the applicable monthly progress payment request. Progress payment requests associated with work completed prior to June 30th (the end of the City's fiscal year), must be submitted no later than July 30th.

7-3.2.2 Payments

Subsection 7-3.2.2 is hereby added to the Standard Specifications as follows:

The City shall make payments within 30 Working Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven Working Days after receipt, and shall explain in writing the reasons why the payment request is not proper. Acceptance by the Contractor of the payment made in accordance with the final estimate shall be a release to the City, its officers, agents, and employees excepting only claims against the City for any amount withheld by it at the time of such payment.

7-3.2.3 Retention

Subsection 7-3.2.3 is hereby added to the Standard Specifications as follows:

The City shall withhold not less than five percent from each progress payment. The City shall withhold not less than five percent of the Contract Price from the Final Payment Amount (defined in Section 7-3.2.4) until at least 35 days after recordation of the Notice of Completion, or recordation of a notice of cessation, but not longer then the period permitted by Public Contract Code Section 7107.

In addition to retained percentage and liquidated damages, the City may withhold payments to the Contractor including for defective work not remedied and other valid claims against the Contractor.

7-3.2.4 Final Invoice and Payment

Subsection 7-3.2.4 is hereby added to the Standard Specifications as follows:

Whenever the Contractor shall have completely performed the Contract in the opinion of the Engineer, the Contractor shall submit to the Engineer a written statement of the final quantities of Contract items in the form of the final invoice, which must have an identical format to the progress payment request form attached herewith (see Appendix I). Upon receipt of the final payment request, the Engineer shall check the quantities included therein and shall authorize a payment amount, which in the Engineer's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The Contractor shall submit a Conditional Waiver and Release form (Civil Code Section 8136) with the Final Payment request. The Engineer shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

Final payment requests associated with work completed prior to June 30th (the end of the City's fiscal year), must be submitted no later than July 30th.

7-3.2.5 Substitute Security

Subsection 7-3.2.5 is hereby added to the Standard Specifications as follows:

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

7-3.2.5.1 Substitution of Securities for Performance Retention

Subsection 7-3.2.5.1 is hereby added to the Standard Specifications as follows:

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City,

deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

7-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

Subsection 7-3.2.5.2 is hereby added to the Standard Specifications as follows:

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 7-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 7-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

7-3.2.5.3 Subcontractor Entitlement to Interest

Subsection 7-3.2.5.3 is hereby added to the Standard Specifications as follows:

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

7-3.2.5.4 Securities Eligible for Investment

Subsection 7-3.2.5.4 is hereby added to the Standard Specifications as follows:

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

7-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

Subsection 7-3.2.5.5 is hereby added to the Standard Specifications as follows:

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

7-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

Subsection 7-3.2.5.6 is hereby added to the Standard Specifications as follows:

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

7-3.5.2. Increases of More than 25 Percent

Delete Subsection 7-3.5.2 in its entirety and substitute the following:

Should the actual quantity of a Major Item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications exceed the Bid quantity by more than 25%, a Change Order will be issued and payment for the quantity in excess of 25% of the Bid quantity will be made on the basis of an adjustment to the Contract Unit price mutually agreed to by the City and the Contractor or pursuant to Subsection 7-3.7 "Agreed Prices."

For Minor Items of Work, the Contractor will be paid using the Contract Unit Price, regardless of whether the actual quantity of the Minor Item of Work covered by a Contract Unit Price exceeds the bid quantity by more than 25%.

7-3.5.3 Decreases of More than 25 Percent

Delete Subsection 7-3.5.3 in its entirety and substitute the following:

Should the actual quantity of a Major Item of Work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications be less than 75% of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. If the Contractor so requests, a Change Order shall be issued and payment shall be made on the basis of an adjustment to the Contract Unit Price mutually agreed to by the City and the Contractor, or pursuant to Subsection 7-3.7 "Agreed Prices"; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price.

For Minor Items of Work, the Contractor will be paid using the Contract Unit Price, regardless of whether the actual quantity of the Minor Item of Work covered by a Contract Unit Price is less than 75% of the Bid quantity.

7-3.5.4 Changes for Items Not Covered by Unit Prices

Subsection 7-3.5.4 is hereby added to the Standard Specifications as follows:

Payment for any change for an Item of Work not covered by a Contract Unit Price shall be made pursuant to Subsection 7-4 "Payment for Extra Work."

7-4 PAYMENT FOR EXTRA WORK

7-4.1 General

Add the following at the end of Subsection 7-4.1

Any change in the Work for an Item of Work not covered by a Contract Unit Price that involves both added and deleted Work shall be paid on the basis of the net total cost. The cost of deleted Work not covered by a Contract Unit Price shall be determined by the Engineer based on the schedule of lump sum prices submitted by the Contractor in accordance with Subsection 7-2, "Lump Sum Work," of the Standard Specifications and the General Provisions.

7-4.2.1 Labor

Delete Subsection 7-4.2.1 in its entirety and substitute the following:

The cost of labor will be the actual cost for wages prevailing locally for each craft or type of worker (including foreman when authorized by the Engineer) performing the Extra Work at the time the Extra Work is done, plus liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, as well as assessments or benefits required by lawful collective bargaining agreements.

To the actual wages, as defined above, will be added a labor surcharge set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" that is in effect on the date upon which the Extra Work is performed. The labor surcharge shall constitute full compensation for all payments imposed by State and federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages, subsistence and travel paid to the workers. The labor surcharge includes Workers' Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training taxes.

Except when direct supervision is provided by working foremen whose time is included in accordance with Subsection 7-4.2.2, the cost of direct supervision of Extra Work, when such direct supervision is provided exclusively for the Extra Work and not in conjunction with or at the same time as supervision for other Work, and when approved in advance in writing by the Engineer, may be charged to the Extra Work. Such cost includes only the actual cost of supervision labor, plus payroll taxes, insurance, and pension costs. The cost of transportation, use of vehicle, and other costs incurred by supervision will not be allowed.

7-4.2.2 Materials

Add the following to the end of Subsection 7-4.2.2:

If the Contractor does not furnish satisfactory evidence of the cost of the materials from the

actual supplier thereof within **7** days following delivery of materials to the Work site, the Engineer reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available, in the quantities concerned, delivered to the location of the Work site, less any discounts.

7-4.2.3 Tool and Equipment Rental

Delete Subsection 7-4.2.3 in its entirety and substitute the following:

No payment will be made for individual pieces of equipment or tools not listed in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" that is in effect on the date upon which the Extra Work is performed and that have a replacement value of \$200.00 or less, whether or not consumed by use. Such equipment or tools shall be considered to be small tools.

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Labor Surcharge and Equipment Rental Rates publication that is in effect on the date upon which the Extra Work is performed.

Move in and out, or minimum charges other than the hourly rate, shall not apply to equipment available from the force already on the Project site.

For equipment that is rented from a local equipment agency, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time the equipment is used on Extra Work. If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in the Labor Surcharge and Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of the rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

When owner operated equipment is used to perform Extra Work to be paid on a force account basis, the Contractor will be paid for the equipment and operator as follows:

- 1. Payment for the equipment will be made at the rental rates listed for such equipment in the Labor Surcharge and Equipment Rental Rates publication that is in effect on the date upon which the Extra Work is performed.
- 2. Payment for the cost of labor will be made in conformance with the provisions in Subsection 7-4.2.1 "Labor" of the General Provisions.

7-4.3 Markup

Delete Subsection 7-4.3 in its entirety and substitute the following:

The markup for overhead and profit on Extra Work shall be in accordance with the

following schedule.

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

 1)
 Labor
 20%

 2)
 Materials
 15%

 3)
 Equipment Rental
 15%

 4)
 Other Items and Expenditures
 15%

To the sum of the costs and markups provided for in this subsection, one percent shall be added as compensation for bonding.

7-4.3.2 Work by Subcontractor.

For Extra Work performed by a Subcontractor, the markup established in Subsection 7-4.3.1 of the General Provisions shall be applied to the Subcontractor's costs. An additional five percent shall be added to the Subcontractor's final cost, which shall reimburse the Contractor for administrative costs, including overhead and profit. 7-4.3.3 Work by Sub-Subcontractor.

Subsection 7-4.3.3 is hereby added to the Standard Specifications as follows:

For Extra Work performed by a sub-Subcontractor, the markup established in Subsection 7-4.3.1 of the General Provisions shall be applied to the sub-Subcontractor's costs. An additional ten percent shall be added to the sub-Subcontractor's final cost, five percent of which shall reimburse the Contractor for administrative costs, including overhead and profit, and five percent of which shall reimburse the Subcontractor for administrative costs, including overhead and profit.

7-4.3.4 Work by Specialist.

Subsection 7-4.3.4 is hereby added to the Standard Specifications as follows:

If the Engineer and the Contractor agree that a service or an item of Extra Work cannot be performed by the forces of the Contractor or those of any of its Subcontractors or sub-Subcontractors, such service or Extra Work item may be performed by a specialist. Invoices for such services or items of Extra Work calculated on the basis of current market prices may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

If the Contractor is required to perform Extra Work that requires a fabrication or matching process in a fabrication or machine shop facilities away from the Project site, the charges for that portion of the Extra Work performed in such facility may, by agreement between the Contractor and Engineer, be accepted as a specialist billing.

For Extra Work performed by a specialist, 15% shall be added to the specialist's invoice price less a credit to the City for any cash or trade discount offered or available, whether or not such discount may have been taken; such percentage shall reimburse the Contractor for administrative costs, including overhead and profit.

7-4.3.5 Work not Covered by Unit Prices.

Subsection 7-4.3.5 is hereby added to the Standard Specifications as follows:

Markup for overhead and profit on any change in the Work for an Item of Work not covered by a Contract Unit Price that involves both added and deleted Work shall be paid, in accordance with this Subsection 7-4.3 of the General Provisions, only if the net cost increases the Contract Price (i.e., if the cost for added Work exceeds the cost for deleted Work).

7-4.4 Daily Reports by Contractor

Delete the first sentence of Subsection 7-4.4 and substitute the following:

The Contractor shall submit daily reports for Extra Work showing all labor, material, and equipment costs incurred.

Add the following at the end of Subsection 7-4.4:

The daily reports shall describe in detail the Extra Work that was performed and the location (station, etc.). Separate daily reports shall be submitted for Extra Work that is performed for more than one location and for different tasks that are performed on the same day. Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily reports, or if not available, they shall be submitted with subsequent daily reports. The Contractor shall maintain the Contractor's records in such a manner as to provide a clear accounting of the costs.

Upon completion of the Extra Work, the Contractor shall submit a summary of costs, including markup for overhead and profit. All costs shall be in accordance with this Section 7-4 "Payment for Work." The signature of the City's Inspector on a daily report shall indicate agreement with the information reflected therein, not that the Contractor is entitled to payment of the costs in the report. The Engineer shall review the daily reports. The Engineer shall compare the Inspector's records with the completed daily reports furnished by the Contractor and make any necessary adjustments. When the daily reports are agreed upon and signed by both parties, these reports shall become the basis of payment for the Extra Work performed.

7-4.5 Extension of Time

Add the following as Subsection 7-4.5:

If the Contractor is delayed in completing the Extra Work due to a change ordered by the City, the time for completion of Work will be extended in accordance with Section 6-4 of these General Provisions.

7-6 AUDIT

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition

precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three and one-half years after Final Acceptance under the Contract. The Contractor shall include a copy of this Section 7-6 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

The provisions below shall supplement but not replace those provisions in Section 7 of the Standard Specifications.

8-1 GENERAL

The following paragraph shall be added following the first paragraph of Section 8-1:

No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

Sections 9 and 10 are hereby added to Part 1 of the Standard Specifications, as follows:

SECTION 9. CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT PLAN

9.1 GENERAL

To ensure that solid waste generated in the City is reduced, reused or recycled, the Contractor shall submit a "Waste Management Plan" (WMP) to the Engineer for review and approval, using the form found at the end of this Section 9. After the WMP has been reviewed by the Engineer, it will be returned to the Contractor in one of the following four status conditions:

- "Approved"
- "Further Explanation Required": The Engineer will return the WMP to the Contractor with questions about the WMP. The Contractor shall resubmit plan with each of the City's questions answered thoroughly.
- "Denied": The Engineer will indicate the reasons for denial. The Contractor shall then resubmit a new WMP that complies with the requirements of this Section or request an Infeasibility Exemption.
- "Infeasibility Exemption Approved"

The Contractor shall follow the WMP and document results during demolition and construction. Final documentation shall be submitted at the end of the project to the Engineer for review of compliance with the original WMP. The amount deducted from the final estimate and retained by the City in accordance with Section 7.3.1 and 7.3.2 for partial and final payment shall be withheld until final WMP is submitted to the City and approved by the City.

9-2 DEFINITIONS

- a) "Construction" means the building of any facility or structure or any portion thereof including any tenant improvements to an existing facility or structure.
- b) "Construction and Demolition Debris" means used or discarded materials removed from premises during construction of the Project.
- c) "Conversion Rate" means the rate set forth in the standardized Conversion Rate Table approved by the City Council pursuant to this Section for use in estimating the volume or weight of materials identified in a Construction and Demolition Waste Reduction and Recycling Plan.
- d) "Divert" means to use material for any purpose other than disposal in a landfill. Diversion credit is given for source reduction (waste reduction), recycling, and composting.
- e) "Diversion Requirement" means the diversion of at least 65% of the total Construction and Demolition Debris generated by a Project via reduction (source reduction), reuse or recycling, unless the Contractor has been granted an Infeasibility Exemption, in which case the Diversion Requirement shall be the maximum feasible diversion rate established by the Engineer.
- f) "Recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- g) "Renovation" means any change, addition, or modification in an existing structure.
- h) "Reuse" means further or repeated use of Construction or Demolition Debris. An example is the reuse of crushed concrete as road base or as aggregate on the construction site.
- i) "Salvage" means the controlled removal of Construction or Demolition Debris from project for the purpose of recycling, reuse, or storage for later recycling or reuse.
- j) "Construction and Demolition Waste Management Plan" means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor/Contractor for any Covered or Noncovered Project that indicates the estimated diversion that the Contractor/Contractor anticipates in diverting from disposal.
- k) "Construction and Demolition Waste Management Report" means a completed form, approved by the Engineer for the purpose of compliance with this Section, submitted by the Contractor for any Project that documents the disposal and diversion tonnages and destinations.

9-3 INFEASIBILITY EXEMPTION

- a) <u>Application</u>. If the Contractor experiences unique circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement, the Contractor shall apply for an exemption at the time that it submits the WMP. The Contractor shall indicate on the WMP the maximum rate of diversion the Contractor believes is feasible for each material and the specific circumstances that the Contractor believes make it infeasible to comply with the Diversion Requirement.
- b) The Engineer shall review the information supplied by the Contractor and may meet with the Contractor to discuss possible ways of meeting the Diversion Requirement. Based on the

information supplied by the Contractor, the Engineer shall determine whether it is possible for the Contractor to meet the Diversion Requirement.

- c) If the Engineer determines that it is infeasible for the Contractor to meet the Diversion Requirement due to unique circumstances, the Engineer shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the WMP submitted by the Contractor. The Engineer shall return a copy of the WMP to the Contractor marked "Infeasibility Exemption Approved."
- d) <u>Denial of Exemption</u>. If the Engineer determines that it is possible for the Contractor to meet the Diversion Requirement, the Engineer shall so inform the Contractor in writing. The Contractor will have 15 days to resubmit a new WMP. If the Contractor fails to resubmit a new WMP, or if the resubmitted WMP does not comply with the requirements of the plan, the Engineer shall deny the WMP.

9-4 DIVERSION PROGRAM

The methodology used to calculate diversion is based on the Title 14, California Code of Regulations, Article 6.1 Solid Waste Generation Study, Section 18722 et seq, and is consistent with CalRecycle measurement protocols. The following equation defines the "Generation-Based Diversion Quantification Methodology":

Generation = Disposal + Diversion

Diversion Rate (%) = <u>Diversion Tons</u>

Generation Tons

9-5 ADDITIONAL INFORMATION

Other materials to assist the Contractor in completing the WMP can be found on the City's website at www.manhattanbeach.gov.

- Construction and Demolition Debris Recycling Guide
- Construction and Demolition Recycling Brochure

CITY OF MANHATTAN BEACH

Construction & Demolition Waste Management Plan

Manhattan Beach Municipal Code 5.26 requires construction projects to reuse or recycle 65% of all construction site waste (all demolition and roof tear-off projects, and all construction with a total value of \$100,000).

REQUIRED GOAL: REUSE OR RECYCLE A MINIMUM OF 65% OF ALL PROJECT WASTE

Instructions:

- 1. Complete entire WMP & submit to the Project Manager as a project submittal.
- 2. Reuse and/or recycle at least 65% of all construction site waste and keep good records of all facility waste tickets.
- 3. Submit a copy of this WMP and ALL recycling and landfill facility weight tickets before Final Inspection to the Project Manager as a new project submittal. A COPY OF THIS WMP AND RECEIPTS OF ALL RECYCLING AND DISPOSAL SHALL BE SUBMITTED BEFORE FINAL PAYMENT WILL BE MADE BY THE CITY.

Fines for Non-Compliance (MBMC 5.26.020): Demo projects up to \$5,000 and Construction projects up to \$10,000 **Project Name: Project Address:** Type of Project: [] Storm Drain [] Other Total Bid Price: Requesting Infeasibility Exemption: [] Yes [] No Contractor Name: Contact Name: Address: _____ Contact Phone: Recycler: Recycler Contact: Recycler Address: Recycler Contact Phone: CITY USE ONLY Application (Date) Final (Date) **Approved** Further explanation needed (see attached) Denied Infeasibility Exemption Approved Reviewed By

Submit this form and the attached Waste Management Plan Table to: Project Manager by email or Engineering Division, City of Manhattan Beach 3621 Bell Avenue, Manhattan Beach, CA 90266

CITY OF MANHATTAN BEACH

	Construct	ion & Demol	ition Waste Manag	ement Plan 7	Table	
Project Nam						
Total Estimated Waste G (Ask your hauler, recycler	enerated by F r or site clean	Project: up vendor to a		ONS). pts from your p	orevious jobs fo	or estimates.)
Complete and return with Building Permit Application			Complete and return with receipts prior to final building approval			
Material Type	Estimated Reused/ Recycled	Estimated Disposed/ Landfilled	Vendor or Facility to be Used (Destination)	Actual Reused/ Recycled	Actual Disposed/ Landfilled	Vendor or Facility Used (Destination)
Asphalt & Concrete			,	·		
Bricks/Masonry/Tiles						
Building Materials (doors, windows, fixtures, etc.)						
Cardboard						
Concrete Pavement and Grindings						
Drywall (new, unpainted)						
Asphalt Pavement Grindings						
Landscape Debris (Plant & Tree Trimmings)						
Scrap Metal						
Unpainted Wood & Pallets						
Other (painted wood & drywall, roofing, etc.)						
Mixed C&D*						
Trash/Garbage						
TOTAL						
*Mixed C&D is defined as a m that will be taken to a "qualifie If you are requesting an please explain why (atta	ed" facility for re infeasibility	exemption a	C&D Debris Recycling on the estimated a	Guide.)		
If the actual amount reus	sed/recycled	is less than (65%, please expla	in why:		
Prepared by (please prir	nt):			Date:		
Contractor Signature:			Phone	Number:		

Conversion Rates

The following conversion rates are <u>estimates</u>. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from any previous projects to help you estimate the potential amount of materials and diversion. Take into consideration the type and load of vehicles that will be used to haul the materials. Ask your hauler or recycler to assist you in estimating these numbers.

Material	Lbs/cy	Tons/cy
Asphalt	1,400 lbs/cy	0.7 tons/cy
Brick	2,430 lbs/cy	1.21 tons/cy
Cardboard	100 lbs/cy	0.05 tons/cy
Concrete	2,600 lbs/cy (Sources range from1,000 to 4,000)	1.3 tons/cy
Dirt/Soils	2,660 lbs/cy	1.33 tons/cy
Drywall	700 lbs/cy	0.35 tons/cy
Wood (chipped)	300 – 650 lbs/cy	0.15 – 0.3 tons/cy
Mixed C&D Debris	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	100 – 350 lbs/cy	0.5 – 0.175 tons/cy

SECTION 10. ADDITIONAL TERMS

10-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

10-2 NOTICE TO PROCEED

Upon award of the Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

10-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 3-13.2 of the General Provisions, by written action of the Engineer, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

10-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in its Bid.

10-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

10-6 SOILS ENGINEERING AND TESTING

An independent certified materials testing firm must be retained by the Contractor to perform materials tests and applicable special inspections during the Contractor's entire operation to ascertain compliance with the Contract requirements. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

The Contractor shall provide a copy of the testing and inspection reports to the Engineer within 24 hours upon receipt.

Compaction testing shall be performed at the following frequency:
Subgrade below PCC Pavement – 2 locations per lift
Subgrade below Permeable Concrete – 2 locations per lift
Aggregate base below PCC Pavement – 2 locations
Subgrade below Refuse Enclosure – 2 locations
Aggregate base below Refuse Enclosure – 2 locations

10-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

10-8 WORKING DAYS AND HOURS

Unless otherwise noted in Part 9 Special Instructions or authorized by the City Engineer:

- a) The Contractor shall do all Work between the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
- b) No Work will be allowed on Saturday, Sunday or City holidays listed on the City's website.
- c) No Work will be allowed on any election or special election day that may be declared within a 300-foot radius of any voting location or in any location that will disturb access to any voting location, as determined and directed by the City Engineer. If the Work is within the 300-foot radius or disturbs access to any voting location, as determined by the City Engineer, a time extension of one Working Day will be granted for each such Day that Work cannot be performed.

The City's Municipal Code or the project permit may list conflicting hours or Days for the Contractor to do the Work. In these cases, Working Days and Hours shall be as noted in Part 9 Special Instructions, unless otherwise authorized by the City Engineer.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give 24 hours' notice to the Engineer so that inspection may be provided. Charges to the Contractor for inspection will be incurred as stated in Section 6-2.1.

10-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized

as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or the Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. The Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

10-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

10-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

10-12 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

10-13 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within 12 months after acceptance as defined in Section 3-13.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-14 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Los Angeles County Superior Court.

10-15 TIME

Time is of the essence in these Contract Documents.

10-16 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

10-17 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-19 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

10-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to

the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-21 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

PART 2 - CONSTRUCTION MATERIALS

The corresponding provisions in Part 2 (Construction Materials) of the Standard Specifications are incorporated, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General

The following paragraph shall be added to the last paragraph:

The Contractor shall furnish the Engineer with a copy of the mix design to be used and with a legible, certified weight-master's certificate for each load of Portland Cement Concrete (PCC) delivered to the project. Concrete delivered to the project site having a water content and/or slump greater than the specified in the mix design shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class

The following paragraph shall be added:

Portland Cement Concrete (PCC) Mix Design:

All concrete shall be 560-C-3250 PCC in accordance with the City of Manhattan Beach Standard Plans. Design mix shall be approved by the City Engineer prior to purchase or placing of concrete.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-5 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING AND MARKINGS 214-5.1 General

Delete 1st Paragraph and add the following:

Thermoplastic material shall conform to State Specification PTH-02ALKYD.

Concrete Curb Painting shall be as follows:

Red: Ennis-Flint WB RED 7004PLUS SEMIGLOSS or approved equal.

Yellow: Ennis-Flint WB YEL CA PTWB-01 or approved equal.

White: Ennis-Flint WB WHT CA PTWB-01 or approved equal.

Black: Ennis-Flint WB BLK CA PTWB-01 or approved equal.

Blue: Ennis-Flint 6006 – Blue or approved equal

PART 3 - CONSTRUCTION METHODS

The corresponding provisions in Part 3 (Construction Methods) of the Standard Specifications are incorporated, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING 300-1.1 General

Add the following:

All existing pavement to be removed shall be done by sawcut full depth, to a true line where new pavement is to join. Removal of pavement items shall include the removal of underlying base to a depth necessary to construct new structure.

300-1.4 Payment

Delete and replace with the following:

All unit bid item prices shall include the full compensation for clearing and grubbing including saw cutting, breaking, removal, tree root pruning/cut, and haul away required to perform the construction specified, and shall be considered included in the price for various items of work. No additional compensation will be allowed, except for other removal items under the Contractor's Proposal Bid Schedule and shall be paid as indicated therein.

300-2 UNCLASSIFIED EXCAVATION. 300-2.1 General

Add the following:

Contractor shall be aware that the soil conditions in the project are very sandy and collapsible. Contractor shall use appropriate construction methods for this soil type when performing Work including, but not limited to, utilities, PCC curb, gutter, pavement, asphalt, and sidewalk.

300-2.8 Measurement.

Add the following:

- h) Removal of bituminous pavement, as directed by the engineer.
- i) Removal of concrete pavement, as directed by the engineer.

300-2.9 Payment.

Replace the first paragraph with the following:

The cost of unclassified excavations are included in various applicable bid items in the Construction's Proposal Bid Schedule. Payment shall include compensation for excavating, sloping, rounding tops and ends of excavations, loading, fill, disposing of surplus material, stockpiling, and hauling it to its final location.

300-3 STRUCTURE EXCAVATION AND BACKFILL 300-3.6 Payment.

Add the following:

There will be no payment for structural excavation and backfill. Cost of structural excavation and structural backfill shall be considered included in the applicable bid items.

SECTION 302 – ROADWAY SURFACING

SECTION 302-5 - ASPHALT CONCRETE PAVEMENT 302-5.1 General

Change the last sentence to the following:

Asphalt concrete shall be Type III-C3-PG64-10 for surface course as shown in Manhattan Beach Standard Plan MBSI-132A-0 (ST-10) or as specified herein. The use of slag aggregate for asphalt concrete is expressly prohibited.

Add the following:

The combined aggregate grading for asphalt concrete placed on miscellaneous areas shall conform to the gradation for the asphalt concrete placed on the traveled way, unless otherwise directed by the Engineer. The amount of asphalt binder used in the asphalt concrete placed in dikes, gutters, gutter flares, oversize drains and aprons at the ends of drainage structures, unless otherwise directed by the Engineer, shall be increased one per cent (1%) by weight of the aggregate over the amount of asphalt binder used in the asphalt concrete placed on the traveled way.

302-5.4 Tack Coat

Replace the second paragraph with the following:

A similar tack coat shall be applied to all surfaces that are to be overlaid unless otherwise directed by the Engineer.

302-5.5 Distribution and Spreading

Add the following:

The asphalt concrete to be placed in areas which are designated by the City Engineer as miscellaneous areas may be spread in one layer. The material shall be compacted to the required lines, grades and cross section. Miscellaneous replacement areas shall be placed on subgrade which has been compacted to 95% relative compaction.

When placing asphalt concrete to the lines and grades as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 feet tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

302-5.6 Rolling 302.5.6.1 General

Add the following:

The Contractor shall furnish a sufficient number of rollers to obtain the specified compaction and surface finish required by the Standard Specifications and these Special Provisions.

Pneumatic rollers shall be required on lower layer only.

Initial breakdown compaction shall consist of a minimum of three (3) coverages of a layer of asphalt mixture. A pass shall be a movement of rolling in both directions over the same path. Coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during coverage, made to ensure compaction without displacement of material in accordance with good rolling practice, shall be considered to be part of the coverage being made and not part of a subsequent coverage.

Each coverage shall be completed before subsequent coverages are started. All joints shall be sealed after rolling.

302.5.6.2 Density and Smoothness.

Add the following:

The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.01 feet are present when tested with a straightedge 10 feet long, laid in a direction transverse to the center line.

If the test results for any lot of asphalt concrete indicate that the relative compaction is below 95.0 percent (95%), the Contractor will be advised that he/she is not attaining the required relative compaction and that materials, procedures, or both, need adjustment. Asphalt concrete spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction.

302-5.9 Measurement and Payment.

Replace the subsection with the following:

The unit price paid per square yard of Type III C3-PG64-10 Asphalt Concrete Pavement shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, and no additional compensation will be allowed therefor.

SECTION 302-6 PORTLAND CEMENT CONCRETE PAVEMENT

302-6.3 Placing Concrete

Add the following:

Advise the Engineer at least 48 hours before concrete placement.

Testing responsibility of Contractor – Conduct a minimum of one density test during each day's placement in accordance with ASTM C172 and C 138/C 138M following procedures described in ASTM C 29/C 29M, Jigging Procedures. Determine density using a minimum 0.25 ft³ cylindrical metal measure. Fill and compact the measure in accordance with ASTM C29/c 29M, Jigging procedure.

302-6.5.2 Construction Joints

Replace paragraph two with the following:

Longitudinal construction joints shall be constructed as a plain face. Longitudinal Joints shall be constructed in multiples of 10' not exceeding 12'.

302-6.5.3 Transverse Expansion Joints

Add the following:

Transverse joints shall be placed at right angles to longitudinal joints at intervals not exceeding 14'. Concrete restoration must be doweled to existing concrete pavement with #4 epoxy coated dowels at 16"O.C. and minimum embedment of 4".

Expansion joint filler and join sealants shall be install by Section 201-3 of the Standard Specifications. The joint sealant shall be a two-component, non-sag traffic-grade material. It shall be applicable in horizontal, vertical, and overhead joints. The sealant shall be principally a chemical cure to form an elastomeric substance.

302-6.5.4 Weakened-Plane Joints

Add the following:

Weakened – Maximum intervals shall be 12'.

Expansion joint filler and join sealants shall be installed per section 201-3 of the Standard Specification. The joint sealant shall be a two-component, non-sag traffic-grade material. It shall be applicable in horizontal, vertical, and overhead joints. The sealant shall be principally a chemical cure to form an elastomeric substance.

302-6.8 Measurement and Payment

Replace the first sentence with the following:

Payment for concrete pavement shall be considered full compensation for furnishing all labor, materials, tools, equipment, and incidentals to accomplish the work as specified in these project plans and provision and no additional compensation shall be allowed.

Add the following:

Unused material which is delivered to the project site that is rejected or is in excess of that actually needed, will not be paid for by the City.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

SECTION 303-5 - CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements 303-5.1.1 General

The second paragraph shall be deleted and replaced with the following:

The thickness, texture, and color (to match existing color) of sidewalks, curb, gutters, driveways, cross gutters, and access ramps, shall be as noted in the contract documents.

No concrete shall be ordered and/or poured until the forms and subgrade have been inspected and approved by the Engineer in the field. All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of concrete.

303-5.5.5 Alley intersections, Access Ramps and Driveways

Add the following:

ADA Curb Ramp Compliance and Installation:

The Contractor shall install access ramps with American Disability Act (ADA) Standards/California Code of Regulations (CCR) Title 24 – Accessibility Regulations approved cast-in place/wet set detectable warning surface (truncated domes) and per the latest edition of applicable Caltrans Standard Plans. Unless otherwise noted, the Contractor shall extend the new ramp for all curb ramp case types up to 15 feet from the edge of landing to satisfy ADA slope and the Department of Justice requirement to the maximum extent possible.

The Contractor shall verify on site all existing elevations for the installation/modification of the curb ramps and sidewalk transition panels and verify that all design grades are achievable with site conditions. The installation of the curb ramp shall maintain all existing cross gutter, flow line and lip of gutter elevations and grades and shall be in compliance with all applicable ADA standards. Written approval from the Engineer is required prior to construction of curb ramps.

Work under the bid item to Furnish and Install PCC ADA compliant curb ramp shall include full compensation for furnishing labor, materials, tools and incidentals, and for performing all work

involved in the construction of new ADA curb ramps, complete as specified herein; including but not limited to, construction survey, saw-cutting, removal and disposal, excavation, forming, pavement restoration, detectable warning surface, support of adjacent structures (protection, restoration, grading, irrigation turf replacement), concrete, backfill, and compaction to the satisfaction of the Engineer.

303-5.3 Placing Concrete

Add the following:

Advise the Engineer at least 48 hours before concrete placement.

Testing responsibility of Contractor – Conduct a minimum of one density test during each day's placement in accordance with ASTM C172/C172M and C138/C138M following procedures described in ASTM C29/C29M, Jigging Procedures. Determine density using a minimum 0.25 ft³ cylindrical metal measure. Fill and compact the measure in accordance with ASTM C29/C29M, Jigging procedure.

303-5.5 Finishing 303-5.5.1 General

Add the following:

Finishing: Concrete shall be distributed uniformly between forms or saw cut joints as soon as placed, struck off and tamped. After tamping, surface shall be floated and finished. Finish shall match existing concrete as closely as practical. Work surface shall be free of any unevenness greater than 1/8-inch when checked with a 10' straightedge or string line.

303-5.9 Measurement and Payment

Replace the section with the following:

Payment for concrete curbs and gutter, sidewalks, cross gutters, driveways and access ramps will be made as shown in the bid schedule and shall include all related debris removal, root pruning, grading, edge form work, removal and restoration of adjacent asphalt (Type III C3-PG64-10) slot cut patch restoration, saw cutting, expansion joint filler, joint sealer, base material, and other related appurtenances integral to the proposed PCC and shall be considered full compensation for furnishing all labor, materials, tools equipment and incidental to accomplish the work as specified in these project plans and provision and no additional compensation shall be allowed.

Unused material which is delivered to project site that is rejected or is in excess of that actually needed will not be paid for by the City.

303-8 PERVIOUS CONCRETE. 303-8.1 General.

Replace the section with the following:

Pervious concrete shall conform to 201-1.1.6. Pervious concrete shall be constructed a minimum of 6 inches thick, unless otherwise noted.

Contractor qualification

The Contractor shall employ no less than one National Ready Mixed Concrete Association (NRMCA) certified pervious concrete craftsman or equivalent who must be onsite overseeing each placement crew during all concrete placement, or the Contractor shall employ no less than five NRMCA certified Pervious Concrete Technicians, or equivalents, who shall be on site working as members of each placement crew during all concrete placement unless otherwise specified.

The Contractor shall test and inspect concrete materials and operations as Work progresses. Failure to detect defective Work or material early will not prevent rejection if a defect is discovered later, nor shall it constitute final acceptance.

Testing agencies

Agencies that perform testing services on concrete materials shall meet the requirements of ASTM C 1077. Agencies inspecting the Work shall meet the requirements of ASTM E 329. Testing agencies performing the testing shall be accepted by City Engineer before performing any Work.

1. Field tests of concrete required shall be performed by an individual certified as an NRMCA Certified Pervious Concrete Technician or equivalent and an ACI Concrete Field Testing Technician – Grade 1 or equivalent.

Testing

- Conduct a minimum of one density test during each day's placement in accordance with ASTM C 172 and C 138/C 138M following the consolidation procedures described in ASTM C 29/C 29M, Jigging Procedure. Determine density using a minimum 0.25 ft3 (0.007 m3) cylindrical metal measure. Fill and compact the measure in accordance with ASTM C 29/C 29M, Jigging Procedure.
 - a. Fresh density shall be within ±5 lb/ft3 (80 kg/m3) of the specified density.
- 2. Remove three cores from each lot of 5000 ft2, in accordance with ASTM C 42/C 42M not less than 7 days after placement of the pervious concrete. Select three locations in accordance with ASTM D 3665. Measure the cores for thickness (ASTM 42/C 42M) and density (ASTM C 140). After thickness determination, trim and measure the cores for density in the saturated condition, Saturation, of ASTM C 140. Immerse the trimmed cores in water for 24 hours, drain for 1 minute, and remove surface water with a damp cloth, then weigh immediately.

Tolerance for thickness and density reported as the average of three cores of each lot shall be as follows:

- a. The average compacted thickness shall not be 1/4 in. (6 mm) less than the specified thickness, with no single core exceeding 1/2 in. (13 mm) less than the specified thickness; nor the average compacted thickness more than 1-1/2 in. (38 mm) more than the specified thickness.
- b. Hardened density shall be within ±5 lb/ft3 (80 kg/m3) of the specified density.

When a lot is outside one or more of the limits, the lot shall be rejected, removed, and replaced at the Contractor's expense.

Core holes shall be filled with concrete.

Referenced standards

Standards of ACI and ASTM referred to in this specification are listed with serial designation including year of adoption or revision, and are part of this specification.

ACI standards (latest editions available)

ASTM standards (latest editions available)

C 29/C	29M	Test Method for	Bulk Density (Unit Weight) and	Voids in Aggregate

C 33 Specification for Concrete Aggregates

C 42/C 42M Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

C 94/C 94M Specification for Ready-Mixed Concrete

C 138/C138M Test Method for Density (Unit Weight), Yield and Air Content (Gravimetric) of Concrete

C 140 Test Method for Sampling and Testing Concrete Masonry Units and Related Units

C 172 Practice for Sampling Freshly Mixed Concrete

C 174/C174M Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores

C 494/C 494/M Specification for Chemical Admixtures for Concrete

C 1077	Practice for	Laboratories	Testing	Concrete	and (Concrete	Aggregates	for	Use in
Construction and Criteria for Laboratory Evaluation									

C 994 Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)

D 1751 Specification for Preformed Expansion Joint Filler for Concrete Paving and

Structural Construction (Nonextruding and Resilient Bituminous Types)

D 1752 Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion

Joint Fillers for Concrete Paving and Structural Construction

D 3385 Test Method for Infiltration Rate of Soils in Field Using Double-Ring Infiltrometer

D 3665 Practice for Random Sampling of Construction Materials

E 329 Specification for Agencies Engaged in Construction Inspection and/or Testing

303-8.5 Placement.

Add the following:

Products

Pervious Concrete: Comply with ASTM C 94/C 94M

Filter Fabric shall be MIRAFI 140N or approved equivalent.

Batching, Mixing and Delivery

Batch and mix in compliance with ASTM C 94/C 94M except that discharge shall be completed

within 60 minutes of the introduction of mixture water to the cement. Increase time to 90 minutes when using an extended set control admixture meeting the requirements of ASTM C 494/C, 494M, Type B. Water addition, in accordance with ASTM C 94/C 94M, is permitted at the point of discharge. Do not exceed the maximum water-cementitious material ration (w/cm) specified or submitted.

303-8.6 Joints.

Add the following:

Refer to Greenbook unless otherwise noted in the Manhattan Beach Standard Plan MBSI-123A.

303-8.7 Curing.

Replace the first two sentences with the following:

Begin curing within 20 minutes of concrete discharge unless longer working time is accepted by the City Engineer. Completely cover the pavement surface with a minimum 6 mil (0.15 mm) thick polyethylene sheet. Cut sheeting to a minimum of a full placement width. Cover all exposed edges of pavement with polyethylene sheet. Secure curing cover material without using dirt. Cure pavement for a minimum of 7 uninterrupted days, unless otherwise specified.

Add the following:

Opening to traffic

Do not open the pavement to bicycle or pedestrian traffic until the concrete has cured for at least 7 uninterrupted days and until the pavement is accepted by the Engineer for opening to traffic.

303-8.9 Measurement.

Replace with the section with the following:

Pervious concrete shall be measured by the linear foot as shown on the plans. Material which is delivered to the project site and not used or is rejected and specifically, material which is delivered to the site in excess of that actually needed, will not be paid for by the City.

303-8.10 Payment.

Replace with the section with the following:

Payment for construction of 2' wide pervious concrete gutter shall be made at the contract bid unit price as shown in the bid schedule and shall include all related traffic control, debris removal, grading, edge form work, landscaping, irrigation and other related appurtenances per the standard plan and shall include the pervious concrete material and placement, crushed aggregate base material and compaction, filter fabric and shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals to accomplish the work as specified in these project plans and provisions and no additional compensation shall be allowed.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-3.1 GENERAL

Pursuant to Public Contract Code Section 7104, if the project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

- a. Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or
- b. Subsurface or latent physical conditions at the site differing from those indicated; and/or
- c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- d. As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL

Replace the first paragraph with the following:

The work shall consist of the removal and application of the traffic striping (striping), curb and pavement markings (markings), and pavement markers at all locations disturbed by Work. Thermoplastic striping, markings, and markers shall be used and may be applied a minimum of seven (7) days after the concrete paving operations. Curb painting shall be applied a minimum of seven (7) days after the concrete operations. If any existing legends, limit lines, crosswalks, arrows, or lane line extensions are partially removed, marked, or otherwise damaged, the Contractor shall remove and restripe the entire legend, limit line, crosswalk, arrow, or lane line extension to its original, or better, condition.

314-4.2 Control of Alignment and Layout 314-4.2.1 General

Add the following:

The Engineer shall approve the Contractor's alignment and layout for pavement markings prior to application. The Contractor shall allow at least two (2) full working days for inspection by the Engineer prior to application. If the Engineer requires any corrections to alignment / layout, the

Contractor shall make such corrections and allow for another two (2) full working days for reinspection. Any traffic stripes or pavement markings applied without approval of the Engineer shall be removed and replaced at the Contractor's expense.

All temporary tape and reflective markers applied for the purpose of interim delineation shall be removed by the Contractor at no additional cost to the City upon completion of the first coat of striping and prior to the final striping.

314-4.4 Thermoplastic Traffic Striping and Pavement Markings 314-4.4.4 Application

Add the following:

Where the Contractor and City have agreed thermoplastic is determined not to be preferable, all new striping shall have two (2) coats of paint and glass beads per the Greenbook. The first coat of paint shall be done immediately upon approval of striping layout by the Engineer, no earlier than 7 calendar days after paving, but no later than 14 days after paving. The second coat shall be applied seven (7) days after the first coat is applied, unless approved by the Engineer. The paint shall not bleed, curl or discolor when applied to surfaces. If bleeding or discoloring occurs, the unsatisfactory areas shall be given an additional 3rd coat of paint. Payment shall be initiated for the individual bid items when the second coat of paint is applied. No additional payment shall be made if a 3rd coat of paint is required due to bleeding or discoloring.

Except as otherwise noted on the Plans or as directed by the Engineer, all angle points, as shown on the striping Plans shall be painted as a smooth, tangent curve with a radius and length as approved in the field.

Existing or newly applied thermoplastic striping, parking, and pavement markings which are damaged as a result of the construction, including wheel markings by traffic and the construction equipment, shall be replaced, and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefor.

PART 4 - EXISTING IMPROVEMENT

The corresponding provisions in Part 4 (Existing Improvement) of the Standard Specifications are incorporated, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 400 - PROTECTION AND RESTORATION 400-1 GENERAL

Replace the subsection with the following:

The Contractor shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property. If damage to existing improvements occurs, the engineer must be notified immediately, and damages must be repaired at the Contractor's expense within 24 hours from the time the damage occurred, unless otherwise approved by the engineer.

The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., sidewalks, driveways, fences, walls, utility installations, conduits, pavement, structures, hardscape, signs, markings, striping, posts, traffic loops, curbs, gutters, sidewalk, ADA detectable warning devices, asphalt, delineators, landscape, plants, irrigation infrastructure, fences, walls, structures, manholes, frames, valve covers, sleeves, survey markers, benchmarks, survey control monuments, etc.) which are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension at the contractor's expense and to the satisfaction of the engineer.

Contractor to complete and submit the Monument Inventory List prior to construction.

Maintenance of street and traffic signal systems that are damaged, temporarily removed, or relocated shall conform to 701-2.

400-3 PAYMENT

Replace the entire subsection with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

No separate or additional payment will be made for

- 1) Protection of existing improvements, and
- 2) Restoration of existing improvements.

Permanent survey markers will be restored by the Contractor at their own expense. It shall be the Contractor's responsibility to place protective covering over existing improvements which are not designated for removal to otherwise avoid disturbing existing improvements and remove any covering after operations have been completed.

SECTION 402 - UTILITIES

402-1 LOCATION

Replace the first paragraph with:

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

Add the following:

Existing utilities may include, but are not limited: electric utilities, gas utilities, telephone utilities, television utilities, water utilities, street lighting facilities, traffic signal facilities, sanitary sewers, storm drains, and irrigation systems. The Contractor shall assume that any of these underground utilities and/or facilities may be encountered during the removal and reconstruction work and shall protect and restore same in place in accordance with the Standard Specifications and the following requirements and provisions:

The Contractor shall pothole utilities in any areas of excavation, including but not limited to, street widening, utility pole installation or relocation, light pole installation or relocation, pipe installation, catch basin installation, pavement reconstruction, and traffic signal equipment foundation installation. The Contractor shall submit pothole locations to the City five (5) working days ahead of USA notification for review and comment. The Contractor retains sole responsibility for utilities. The Contractor shall pot hole a minimum of two (2) working days ahead of the construction or installation for the area in which the work is to be performed. The "potholes" shall be to a depth sufficient to satisfy the Contractor that the proposed construction work will not damage any underground utilities and/or facilities. The Contractor shall be solely responsible for the cost of repair for any such damage to the underground utilities and/or facilities and shall, except for irrigation systems, make or cause to be made all repairs necessary to restore service the same day.

Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefor.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number:		
Dated:		
	("CONTRACTOR")	
	Ву:	
	Printed Name:	
	Title:	
	Ву:	
	Printed Name:	
	Title:	

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

402-1.3 Entry by Utility Owners

Add the following:

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City Engineer that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

402-2 PROTECTION

Add the following to paragraph five:

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

402-3 REMOVAL

Add the following:

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City Engineer. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

402-4 RELOCATION

Add the following to paragraph three:

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

402-6 COOPERATION

Add the following:

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

402-7 NOTIFICATION

Add the following:

The Contractor shall notify the City Engineer and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction.

PART 5 - PIPELINE SYSTEM REHABILITATION (NOT USED)

PART 6 - TEMPORARY TRAFFIC CONTROL

The corresponding provisions in Part 6 (Temporary Traffic Control) of the Standard Specifications are incorporated, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall control.

SECTION 600 - ACCESS

600-1 GENERAL

Add the following:

Printed notification shall be given not less than seventy-two (72) hours prior to performing any work which will close or partially close the street, or which will restrict or disallow street parking. All schools, churches, hospitals, and businesses shall receive seven (7) working days notification prior to performing any work that will restrict property access. All public notices must be reviewed and approved by the Engineer prior to its distribution.

The Contractor shall coordinate with waste disposal collection and street sweeping. Trash pick-up services shall not be interrupted. Evidence of such notification shall be submitted to the City at least two working days prior to construction and any impacts.

Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to the public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections. Contractor shall work closely with all affected businesses to ensure impacts are minimized during work.

600-2 VEHICULAR ACCESS.

Add the following:

All streets shall remain open to through traffic at all times except when street closure is approved by the Engineer. Per subsection 7-10.1, "Safety", of these special provisions, overnight and long terms street closures can only be approved by City Council, which will require a minimum 4 week lead time. The Contractor shall make provisions to allow local traffic access to the closed streets.

600-3 PEDESTRIAN ACCESS.

Replace the second paragraph with the following:

Pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work site at intervals not exceeding 500 feet shall be maintained unless otherwise approved by the Engineer. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. When sidewalks are closed, "SIDEWALK CLOSED" signs shall be used at each approach to the closure and an approved alternate route provided. Pedestrians shall not be directed into direct conflict with vehicles operating within the Work site or other traffic. Where

it is necessary to divert pedestrians into the parking lane or a street, barricades or temporary traffic barriers shall be provided to separate the pedestrian walkway from the adjacent traffic lane.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL

Add the following:

Street closures, detours, lane closures, signs, lights and other traffic control devices shall conform to these Special Provisions; the California Manual on Uniform Traffic Control Devices (California MUTCD – latest edition at the time of bid); the "Work Area Traffic Control Handbook" (WATCH – latest edition at the time of bid); and Section 7-10 and Part 6 of the Standard Specifications. The California MUTCD is available at the following address:

http://www.dot.ca.gov/hg/traffops/engineering/mutcd/

In the event of conflict regarding temporary traffic control, the order of precedence shall be as follows:

- 1. Special Instructions
- 2. Special Provisions
- 2. Temporary Traffic Control Plans (to be prepared by the Contractor)
- California Manual on Uniform Traffic Control Devices
- 4. Work Area Traffic Control Handbook
- 5. Standard Specifications

Nothing in the Standard and Special Technical Provisions shall be construed as relieving the Contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.

601-2 TEMPORARY TRAFFIC CONTROL PLAN.

601-2.2 Payment.

Replace the subsection with the following:

Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for vehicular and pedestrian traffic controls, traffic control plans for City approval, placement, removal, storage, relocation, revisions, incidentals, maintenance of vehicular and pedestrian access, detours, street closures, disposal, and replacement of components of traffic control including channelizers (surface mounted), temporary railing (Type K) markers, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, signs in accordance with the latest Standard Specifications for Public Works Construction "Greenbook" Part 6 Temporary Traffic Control, latest California Manual on Uniform Traffic Control Devices "MUTCD", latest Work Area Traffic Control Handbook "WATCH", and as directed by the Engineer, and no additional compensation will be allowed therefor. Nothing in the Special Provisions shall be construed as relieving the Contractor from his or her responsibility to provide for the safety and convenience of traffic and the public during construction.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES.

601-3.4 Operation and Maintenance.

601-3.4.1 General.

Replace the subsection with the following:

The Contractor shall be responsible for operation and maintenance of the TTC zone devices and services twenty-four (24) hours per day, seven (7) days per week, which includes holidays, from the date of Notice to Proceed to the completion and acceptance of the work.

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES.

601-3.5 Signs and Signage.

601-3.5.1 General.

Replace the third paragraph with the following:

Temporary "No Parking" and "No Stopping" signs shall be installed at least <u>72</u> hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed at one-hundred-foot (100') maximum spacing along each side of the affected streets prior to the commencement of the street improvement work and shall be removed along with, equipment, and other obstructions immediately upon completion, suspension, or rescheduling of work that will prohibit parking. The Contractor shall not post signs on trees and utility poles. Where there is metered parking, "NO PARKING-TOW AWAY" signs must be placed on each meter post. The Contractor shall document the day, date, and hours, with the municipal code showing that parking will be prohibited on that particular street. The signs shall meet the requirements of City of Manhattan Beach Standard Plan MBSI-182A. The printed notices and the "NO PARKING" signs shall be furnished and discarded by the Contractor.

Add the following:

Properly trained and experienced flaggers shall be provided to direct traffic when the traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer.

601-3.6 Channelizing Devices.

601-3.6.1 General.

Replace the subsection with the following:

Channelizing devices shall include cones, tubular markers (delineators), channelizers, drums, barricades, and temporary barriers. Channelizing devices shall be surface mounted type furnished, placed, and maintained at the locations shown on the TCP or as approved by the Engineer.

When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place), and underlying adhesive used to cement the channelizer bases to the pavement, shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

601-3.6.4 Barricades.

Add the following:

All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less

than 28 in. in height, except that shorter cones, 12 in. minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.

The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.

Type III barricades, no less than 6 ft. in length and equipped with two (2) Type "N" markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working day's duration, on weekdays, or on holidays only, and limited to the hours between 8:30 a.m. and 3:30 p.m. The barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 3 ft. except that one (1) 11 ft. wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) R11-2, "Road Closed" sign, one (1) R11-4, "Road Closed to Thru Traffic," sign, and a Type P warning sign.

PART 7 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEM (NOT USED)

PART 8 - LANDSCAPE AND IRRIGATION

Incorporated by reference.

PART 9 - SPECIAL INSTRUCTIONS

SECTION 1. SCHEDULE / COORDINATION OF WORK

Contractor should be prepared for the Notice to Proceed to Fulfill Preconstruction Requirements and Order Materials to be issued the week of March 31st, 2025 and for contract work (including demobilization) to be substantially complete for parking lot use by May 30th, 2025. Liquidated damages will be assessed on a calendar day basis until the project is completed.

Refer to Appendix VIII for Project Haul Route.

Full compensation for compliance with these requirements shall be considered as included in the appropriate bid items.

SECTION 2. MOBILIZATION AND SPECIAL PROJECT SITE MAINTENANCE

2-1 MOBILIZATION

Work under this item shall include, but not be limited to, all labor, tools, equipment and material costs for preparatory work and operations necessary for the movement of personnel, equipment, supplies, notices, and incidentals to the project site; for the establishment of all offices, buildings, construction yards, sanitary facilities, and any other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, as well as the related demobilization costs anticipated at the completion of the project. Refer to the Standard Specifications for Public Works Construction "Greenbook" for information regarding staging and storage. The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in Mobilization. No additional compensation will be allowed for additional mobilizations required, including but not limited to, extra work, or delays discovered during construction operations.

2-2 SPECIAL PROJECT SITE MAINTENANCE

To maintain good public relations, the City may deem it necessary to require special Project site maintenance, public convenience, safety actions, and work to be performed by the Contractor. These actions and work shall only be as as directed by the Engineer in writing, and payment for compliance therewith shall be on a cost plus basis for extra work per Section 7-4 of the Standard Specifications for Public Works Construction and applied against the not-to-exceed bid item for "Special Project Site Maintenance and Public Convenience and Safety."

2-3 SURVEYING & MONUMENT PRESERVATION

The City may deem it necessary to require preservation and/or installation of monument frames, covers, and sleeves per Manhattan Beach Standard Plan MBSI-170A-0 (ST-4) Monument in Roadway, Standard Specifications for Public Works Construction "Greenbook", Special Provisions Section 400 Protection and Restoration, and the Monument Inventory List. These actions and work shall only be as as directed by the Engineer in writing, and payment for compliance therewith shall be on a cost plus basis for extra work per Section 7-4 of the Standard Specifications for Public Works Construction and applied against the not-to-exceed bid item for "Surveying & Monument Preservation".

SECTION 4. STAKEHOLDERS

Contractor shall work in close coordination with all impacted agencies, businesses, and residents to ensure impacts are minimized during work.

The Contractor shall also notify the following City Departments and agencies at least 24 hours prior to the start of work at any location, and 24 hours prior to the partial closing of a street or alley within the City of Manhattan Beach.

MANHATTAN BEACH PUBLIC WORKS DEPARTMENT

Public Works Inspector (310) 802-5361 & (310) 802-5341

MANHATTAN BEACH POLICE DEPARTMENT

Notify Dispatcher's Office (310) 545-4566

MANHATTAN BEACH FIRE DEPARTMENT

Notify Dispatcher's Office (310) 802-5203

WASTE MANAGEMENT

Notify Route Manager (310) 830-7100

STREET SWEEPING - SCA of CA

Notify Route Manager (310) 538-6903

PART 10 - STANDARD AND SPECIAL TECHNICAL PROVISIONS (NOT USED)

APPENDIX I PROGRESS PAYMENT REQUEST FORM

	PROJECT TITLE							
	PROJECT NO							-
ROM	I. CONTRACTOR					Da	te	
	Address							
	Telephone				Progress Es	stimate #		
	Submitted by				Contract Aw	/ard Amount \$		
No.	Description	Contract Quantity	Previous Quantity	Quantity This Estimate	Unit Price	Amount This	Total Quantity to Date	Total Amoun to Date
			Quantity			Estimate		10 2 410
1.								
2.								
3.								
4.								
5. 6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
	Total							
	Less Retention							
	Less Previous Billing(s)							
	Total Amount Due							

NOTE: An updated Project Schedule must be provided with each monthly progress payment in accordance with Section 6-1 of the General Provisions in addition to a Conditional Waiver and Release form per Section 9 -3.2.1

APPENDIX II CONTRACTOR'S DAILY REPORT TO THE CITY

(Only the Contractor's Foreman and Superintendent is authorized to complete this form.)

	Project Name: Report No.: Contractor's Company Name:		Project Location Start Time:	End Time:	
	Contractor's F	oreman/Superintendent	: Name	Sig	nature
Work Accomplished					
Equipment on Site					Hours
			-	-	
Workers on Site		Classification	Hours	Compa	ny

Note: It is the responsibility of the Contractor to provide this completed form to the City every working day by 5:30 PM, without fail. Failure to do so may result in the corresponding monthly progress payment to be delayed.

APPENDIX III MONUMENT INVENTORY LIST



MONUMENT PRESERVATION AND RESTORATION

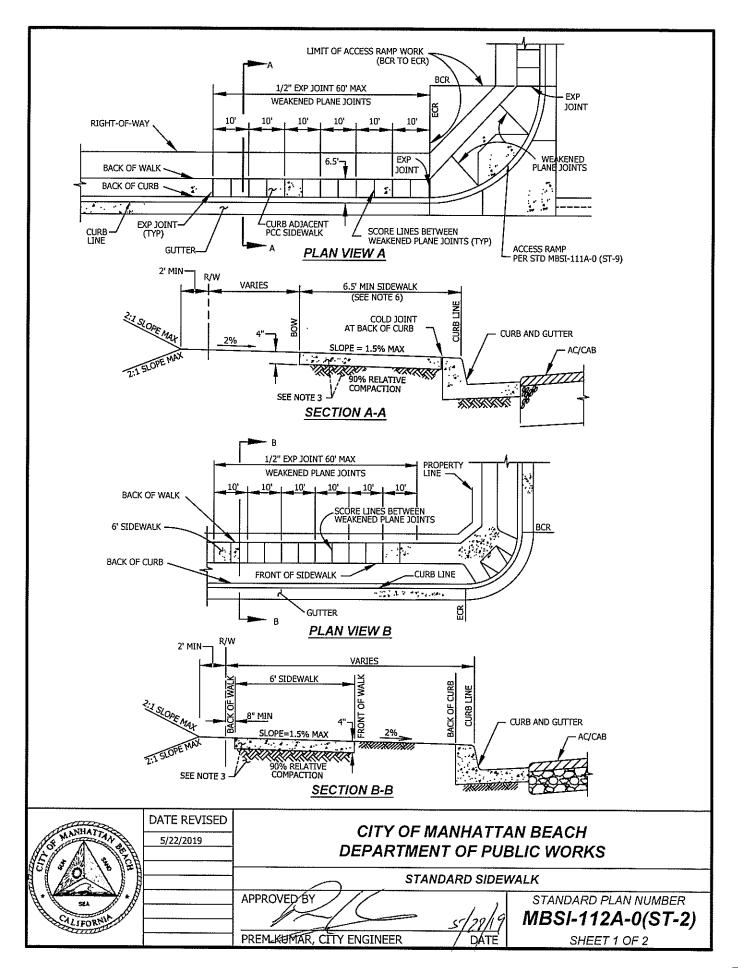
Monument Inventory List

Contractor's Licensed Surveyor shall review the project limits in order to locate existing monuments, centerline ties and other monuments observed. Surveyor shall prepare an inventory of monuments found, approximate location, monument character and whether it will be destroyed during construction.

Contractor shall provide the City with the inventory list two weeks from the Notice to Proceed.

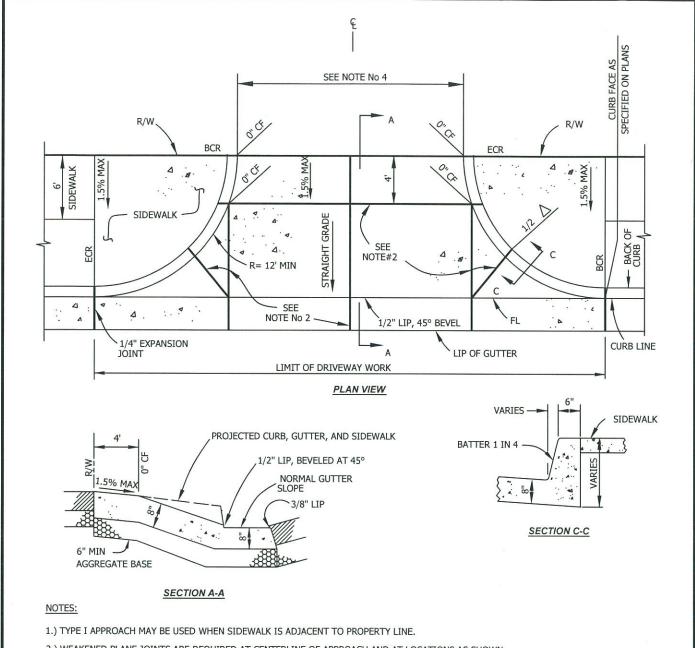
No.	Location	Monument Type	Impacted by Construction Yes (Y) or No (N)
<u> </u>			
<u> </u>			

APPENDIX IV APPLICABLE CITY STANDARD PLANS



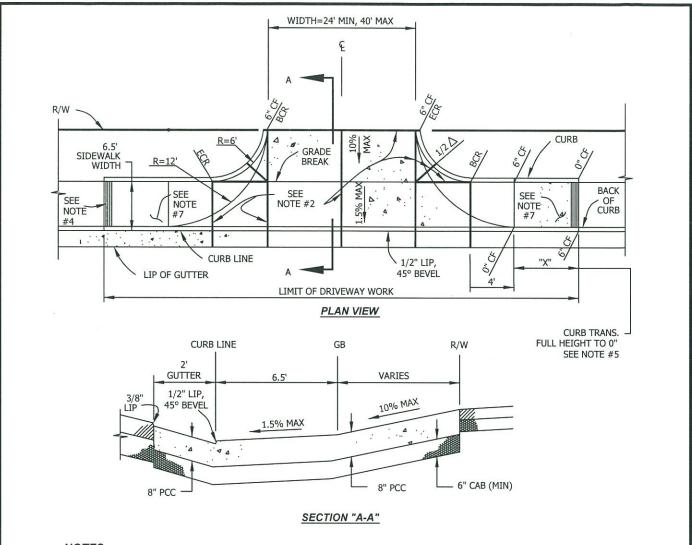
- 1.) THICKNESS OF SIDEWALK SHALL BE 4" EXCEPT IN DRIVEWAY APRONS, WHERE 6" IS REQUIRED FOR SINGLE FAMILY RESIDENTIAL DRIVEWAYS, AND 8" IS REQUIRED FOR COMMERCIAL DRIVEWAYS.
- 2.) SIDEWALK SHALL HAVE 1/2" WIDE PREMOLDED EXPANSION JOINTS AND 1- 1/2" DEEP WEAKENED PLANE JOINTS AT INTERVALS SHOWN HEREON. JOINTS SHALL HAVE EDGES WITH 1/4" RADIUS.
- 3.) CONCRETE SHALL BE CLASS 560-C-3250, CURED WITH WHITE PIGMENTED CURING COMPOUND OVER 90% RELATIVE COMPACTED SUBGRADE. ALTERNATIVELY, IF APPROVED BY THE CITY ENGINEER, PERVIOUS PCC MAY BE USED. PERVIOUS PCC AND SUBGRADE SHALL MEET THE REQUIREMENTS OF SECTIONS 303-8 AND 201-1.1.6 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
- 4.) 18" MOISTURE PENETRATION REQUIRED PRIOR TO PLACING CONCRETE IN SIDEWALK AREA (NON-EXPANSIVE SOIL AS DETERMINED BY SOILS TEST ARE EXEMPT AND REQUIRE ONLY SURFACE WETTING).
- 5.) SIDEWALKS SHALL BE FORMED IN SUCH A MANNER AS TO MAINTAIN 48" MINIMUM OF UNOBSTRUCTED PEDESTRIAN WAY AT ALL LOCATIONS, INCLUDING BUT NOT LIMITED TO STREET LIGHTS, ELECTROLIERS, POWER POLES, AND FIRE HYDRANTS. SEE STANDARD MBSI-115D-0.
- 6.) FOR NEW DEVELOPMENT, CURB ADJACENT SIDEWALK WIDTH SHALL BE 6.5' MINIMUM. SIDEWALK WIDTH OF LESS THAN 6.5' MAY BE USED TO REPLACE SHORT LENGTH OF EXISTING SIDEWALK TO MATCH EXISTING AS APPROVED BY CITY ENGINEER.
- PARKWAY FROM CURB TO PROPERTY LINE TO BE BROUGHT TO GRADE BY CONTRACTOR BEFORE FINAL APPROVAL.
- 8.) WHERE NEW WIDE SIDEWALK JOINS EXISTING NARROWER SIDEWALK, A 5:1 TRANSITION IS REQUIRED.
- 9.) PROVIDE BONDING AGENT TO ALL EXISTING EXPOSED CONCRETE SURFACE PRIOR TO POURING FRESH CONCRETE. BONDING AGENT SHALL BE SIKA ADHESIVE OR APPROVED EQUAL. SURFACE TO RECEIVE BONDING AGENT SHALL BE CLEAN AND FREE OF DIRT OR LOOSE MATERIAL.

MANHATTAN A	5/22/2019	CITY OF MANHATTAN BEACH DEPARTMENT OF PUBLIC WORKS					
		STANDARD SIDEV	VALK				
* SEA *		APPROVED BY	STANDARD PLAN NUMBER				
CALIFORNIA		5/22/19	MBSI-112A-0(ST-2)				
- CALLED		PREM KUMAR, CITY ENGINEER DATE	SHEET 2 OF 2				



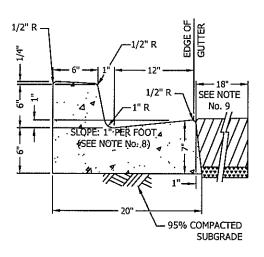
- 2.) WEAKENED PLANE JOINTS ARE REQUIRED AT CENTERLINE OF APPROACH AND AT LOCATIONS AS SHOWN, SPACED 10' MAXIMUM AND AS NECESSARY.
- 3.) CONCRETE SHALL BE CLASS 560-C-3250, CURED WITH WHITE PIGMENTED CURING COMPOUND
- 4.) MINIMUM WIDTH SHALL BE 24', MAXIMUM WIDTH SHALL BE 40'.
- 5.) 4' LONG #4 SMOOTH ROUND BARS SHALL BE USED WHEN DRIVEWAY APPROACH IS NOT POURED MONOLITHICALLY.
- 6.) FOR CONSTRUCTING NEW DRIVEWAY APPROACHES ON EXISTING STREETS A 18" WIDTH OF ASPHALT CONCRETE SHALL BE REMOVED AND REPLACED TO FULL DEPTH.
- 7.) MEDIUM BROOM FINISH REQUIRED FOR DRIVEWAY.

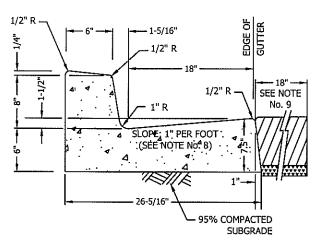
THE WANHATTAN OF THE PERSON OF	DATE REVISED 06/10/2019	CITY OF MANHATT DEPARTMENT OF PU	
		COMMERCIAL DRIVEWAY AI	PPROACH: TYPE I
SEA SEA		APPROVED BY	STANDARD PLAN NUMBER
CALIFORNIA		6/13/19	MBSI-116A-0
Timus .		PREM KUMAR, CITY ENGINEER / DATE	SHEET 1 OF 1



- 1.) TYPE IV APPROACH SHALL BE USED WHEN SIDEWALK IS ADJACENT TO CURB AND RIGHT-OF-WAY IS NOT AVAILABLE TO BUILD A TYPE III APPROACH.
- 2.) WEAKENED PLANE JOINT REQUIRED AT CENTERLINE OF APPROACH AND AT LOCATIONS AS SHOWN, SPACED 10' MAX. AND AS NECESSARY.
- 3.) CONCRETE SHALL BE CLASS 560-C-3250, CURED WITH WHITE PIGMENTED CURING COMPOUND.
- 4.) TOP OF SIDEWALK RAMP SHALL HAVE A 12" WIDE BORDER WITH GROOVES $\frac{1}{4}$ " DEEP, WITH $\frac{1}{8}$ " RADIUS, AND SPACED AT $\frac{3}{4}$ " OC.
- 5.) "X" SHALL HAVE A MAXIMUM SLOPE OF 1:12 (8.33%), AND A MINIMUM SLOPE OF 1:15 (6.67%).
- 6.) RAMP SURFACE SHALL BE SLIP-RESISTANT AND SHALL BE OF CONTRASTING FINISH FROM ADJACENT SIDEWALK (ROUGH BROOM FINISH OR EQUIVALENT).
- 7.) ALL ACCESS RAMPS SHALL BE CONSTRUCTED TO THE MOST CURRENT REQUIREMENT OF THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS/CALIFORNIA CODE OF REGULATIONS TITLE 24-ACCESSIBILITY REGULATIONS. ADJUSTMENTS SHALL BE MADE IN THE FIELD TO ACHIEVE RAMP CONDITIONS.
- 8.) FOR NEW DRIVEWAY APPROACHES ON EXISTING STREETS A 12" WIDTH OF ASPHALT CONCRETE SHALL BE REMOVED. AND REPLACED TO FULL DEPTH.
- 9.) MEDIUM BROOM FINISH REQUIRED FOR DRIVEWAY.
 10.) FOR CONSTRUCTING NEW DRIVEWAY APPROACHES ON EXISTING STREETS A 18" WIDTH OF ASPHALT CONCRETE SHALL BE REMOVED AND REPLACED TO FULL DEPTH.

MANHATTAN GE	DATE REVISED 06/10/2019	CITY OF N DEPARTMEN	IANHATTA NT OF PUB	
9		COMMERCIAL DE	RIVEWAY APPI	ROACH: TYPE IV
SEA .		APPROVED BY	1 1	STANDARD PLAN NUMBER
CALIFORNIA		1-1	6/13/19	MBSI-116D-0
		PREM KUMAR, CITY ENGINEER	/ DATE	SHEET 1 OF 1



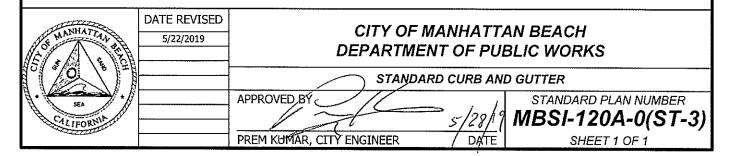


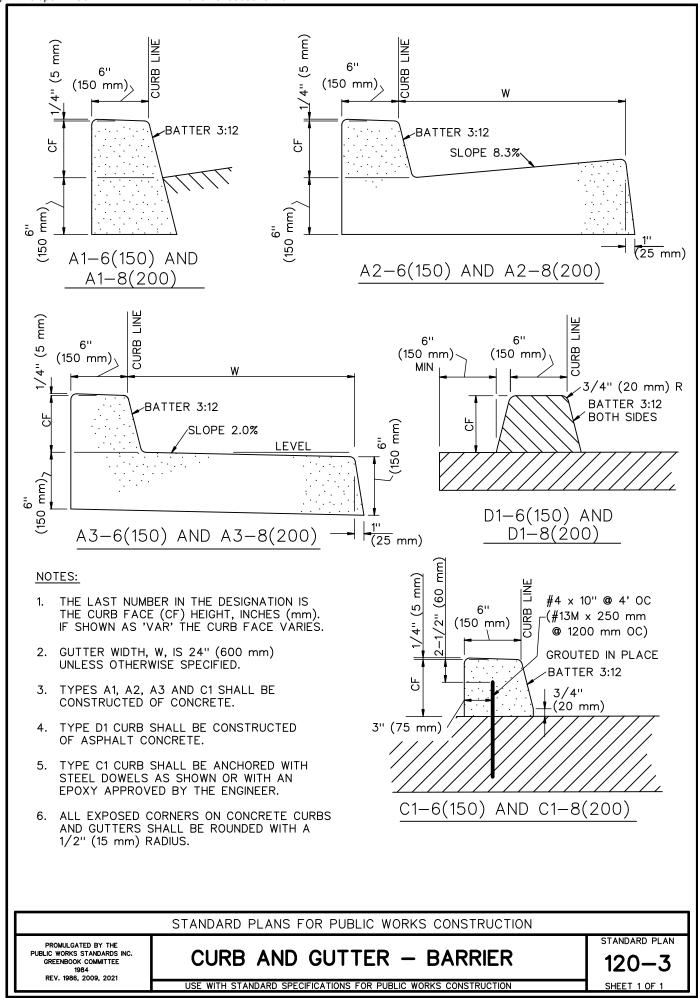
STANDARD 6" CURB AND 12" GUTTER

STANDARD 8" CURB AND 18" GUTTER

NOT TO SCALE

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION."
 MOST RECENT EDITION, AND ALL SUPPLEMENTS THERETO TO THE SATISFACTION OF THE ENGINEER.
- PORTLAND CEMENT CONCRETE SHALL BE CLASS 560-C-3250, CURED WITH WHITE PIGMENTED CURING COMPOUND, 4" MAX SLUMP.
- 3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF 10' OR AS DESIGNATED BY THE ENGINEER AND SHALL BE A MINIMUM OF 1" IN DEPTH AND SHALL, WHERE PRACTICABLE, COINCIDE WITH THE SCORE LINES ON ADJACENT SIDEWALK SURFACES. ALSO, WEAKENED PLANE JOINTS SHALL BE SAWED BETWEEN 10 AND 24 HOURS AFTER THE CONCRETE HAS BEEN PLACED.
- 4. THE EXPANSION JOINTS WHERE APPLICABLE SHALL BE 1/2" THICK ASPHALTIC FELT COMPOUND AND SHALL GENERALLY BE PLACED AT LINES WHERE THE SECTION CHANGES IN THICKNESS OF WIDTH. AFTER THE CONCRETE HAS BEEN FINISHED, AN EDGER OF 1/4" RADIUS SHALL BE USED ON EACH SIDE OF THE EXPANSION JOINT FILLER.
- 5. FINISH SHALL BE FINE BRUSH PARALLEL TO THE CURB LINE AND TROWEL SMOOTH FINISH FOR THE 4 INCH WIDE GUTTER FLOWLINE.
- 6. CURB CUTS LESS THAN 8' IN LENGTH MUST HAVE PRIOR APPROVAL OF THE PUBLIC WORKS DEPARTMENT AND MUST BE DOWELED AT EACH END WITH #4 DOWEL INTO EXISTING CURB WITH APPROVED EPOXY (MIN. EMBED = 6").
- 7. WHERE IT APPLIES, INTEGRAL COLORED CONCRETE SHALL BE PALM SPRING TAN BY COLORFUL CONCRETE PRODUCTS OR EQUAL.
- 8. ACROSS THE PEDESTRIAN ROUTE AT CURB RAMP LOCATION, THE GUTTER PAN SLOPE SHALL NOT EXCEED 5%.
- 9. FOR CONSTRUCTING NEW CURB AND GUTTER ON EXISTING STREETS, AND 18" WIDTH OF ASPHALT CONCRETE SHALL BE REMOVED AND REPLACED TO FULL DEPTH. PAVEMENT SURFACE NEAR BOTTOM OF ACCESS RAMP SHALL BE FLUSH WITH EDGE OF GUTTER (NO LIP) AND PAVEMENT SLOPE SHALL NOT EXCEED 5% IN ANY DIRECTION.





BAND-IT

C406 OR EQUAL. 316 STAINLESS STEEL $^3\!\!/_4$ " WIDTH .030" THICKNESS BAND-IT, DOO1 OR EQUAL. 1 BOLT STRAIGHT LEG STAINLESS STEEL.

BRACKET - BAND-IT, DOO1 OR EQUAL. 1 BOLT STRAIGHT LEG STAINLESS STEE

BUCKLES - BAND-IT C456 OR EQUAL. EAR LOCKED 316 STAINLESS STEEL 3/4".

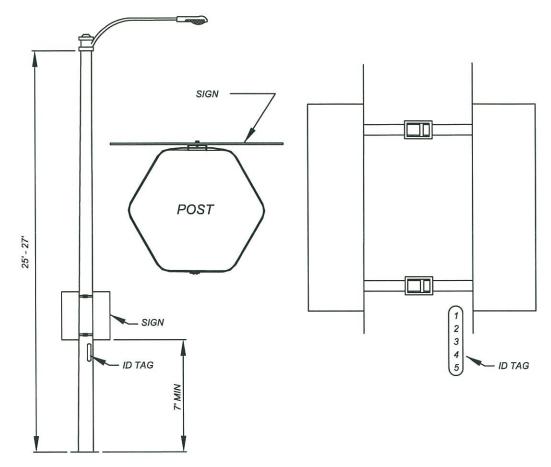
BUCKLES BOLTS

1" x 5/16" COARSE THREAD STAINLESS STEEL.

WASHERS

ALL SIGNS SHALL BE INSTALLED WITH $\frac{5}{16}$ " ZINC COATED WASHERS LARGER THAN THE HEAD OF THE BOLT. ANY SIGN 24" OR LARGER SHALL BE INSTALLED WITH WASHERS NO LESS THAN 1" OUTSIDE DIAMETER ANY SIGN 30" OR LARGER SHALL BE INSTALLED WITH WASHERS NO LESS THAN 1- $\frac{1}{2}$ " OUTSIDE DIAMETER (SENDER WASHER)

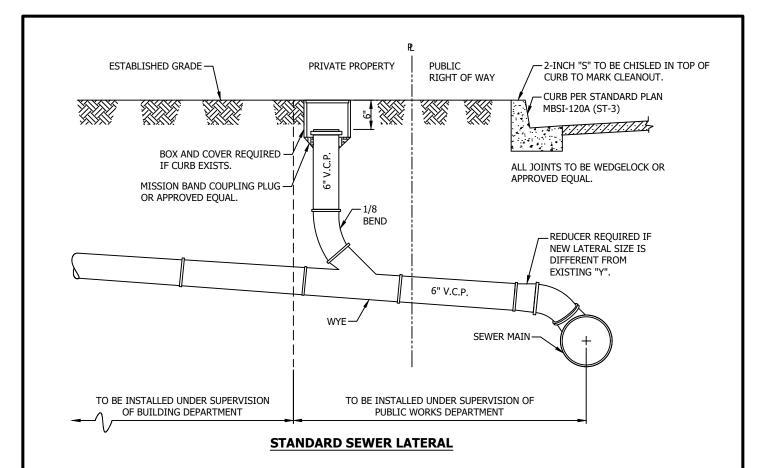
OUTSIDE DIAMETER (FENDER WASHER)



NOT TO SCALE

- 1. THE MINIMUM VERTICAL CLEARANCE SHALL BE 7' TO THE BOTTOM OF THE LOWEST SIGN ON THE MARBELITE.
- 2. THE SIGN SHALL BE BANDED TO THE FLAT SURFACE OF THE MARBELITE THAT BEST ACCOMMODATES A 90° ANGLE TO ON COMING TRAFFIC UNLESS OTHERWISE SPECIFIED.
- 3. THE BAND SHALL BE TIGHTENED TO A POINT AT WHICH IT DOES NOT BREAK, YET PREVENTS MOVEMENT BY HAND OF THE SIGN, BAND, OR BRACKET.
- ALL SIGNS BEING BANDED TO MARBELITE SHALL HAVE NO LESS THAN 2 BANDS (UPPER AND LOWER). ANY SIGN LARGER THAN 36" SHALL HAVE NO LESS THAN 3 BANDS (UPPER, LOWER, AND MIDDLE).
- 5. UNDER NO CIRCUMSTANCES SHALL THE BANDS COVER THE IDENTIFICATION TAG ON THE MARBELITE.
- 6. INSTALLATION OF 2 OR MORE SIGNS ON A SINGLE POST SHALL NOT OVERLAP. SIGNS SHOULD HAVE A 1" GAP BETWEEN EACH SIGN.

WANHAITAN SE SE S	DATE REVISED 05-15-2019	CITY OF MANHATTAN BEACH DEPARTMENT OF PUBLIC WORKS					
10/1		MARBELITE	SIGN INSTA	LLATION			
1.		APPROVED BY		STANDARD PLAN NUMBER			
CALIFORNIA		PREM KUMAR, CITY ENGINEER	5/16/19 DATE	MBLT-413A-0 SHEET 1 OF 1			



BOX AND COVER MUST BE TRAFFIC RATED

IF LOCATED IN DRIVEWAY

BOX AND COVER TO BE BROOKS

#36R OR APPROVED EQUAL.

EXISTING
PAVEMENT
PATCH

JET BACKFILL IN 2 FT.
MAXIMUM LAYERS

HAND TAMP TO TOP
OF MAIN

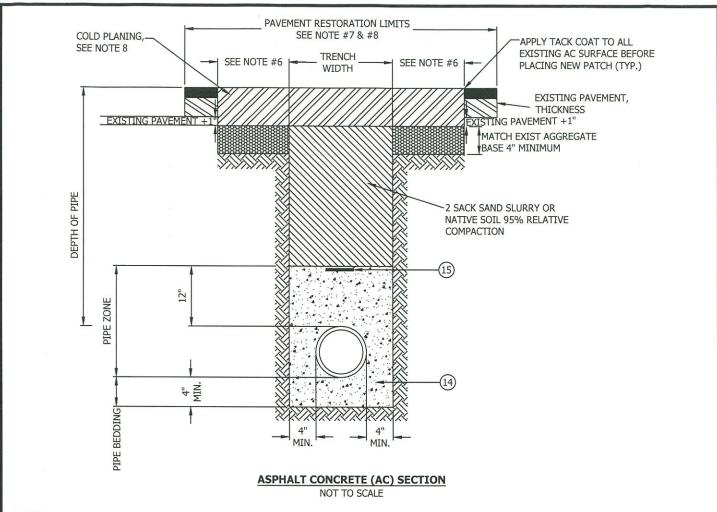
PAVEMENT OVER TRENCH SHALL BE REPLACED PER STANDARD PLAN MBSI-132A (ST-10)

SPECIAL CLEANOUT DETAIL

BACKFILL AND RESURFACING DETAIL

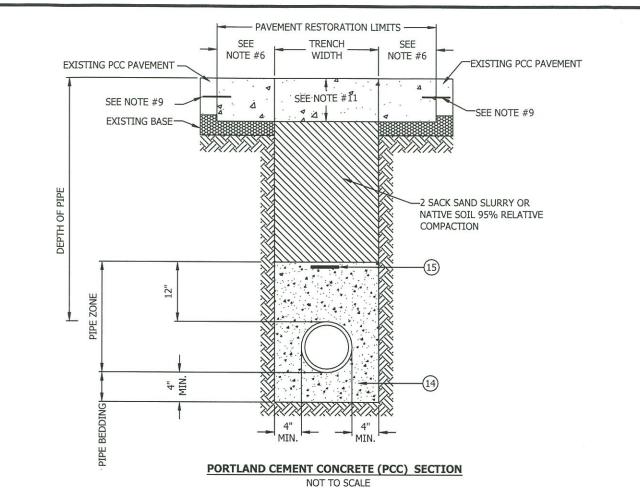
- 1. CLEANOUT AND LATERAL CONNECTION TO SEWER MAIN SHALL BE INSTALLED UNDER SUPERVISION OF PUBLIC WORKS DEPARTMENT.
- 2. WHERE NO SIDEWALK OR PAVED ALLEY EXISTS, CLEANOUT ELEVATION SHALL BE SET BY THE ENGINEER.
- 3. PLUG MUST BE SET LOOSE IN MISSION BAND COUPLING.
- 4. SADDLE CONNECTION IS NOT ALLOWED, USE A NEW WYE INSTEAD.

Ŕ	MANHATTAN GREET	DATE REVISED 12-13-2023	CITY OF MANHATTAN BEACH DEPARTMENT OF PUBLIC WORKS				
17.17.17	CALIFORNIA.		STANDARD SEWER LATERAL CONNECTION AND CLEANOUT				
			APPROVED BY Later 12/13/2023 MBSS-200A-0(ST-5)				
L	Trial Control		KATHERINE DOHERTY, CITY ENGINEER DATE SHEET 1 OF 1				



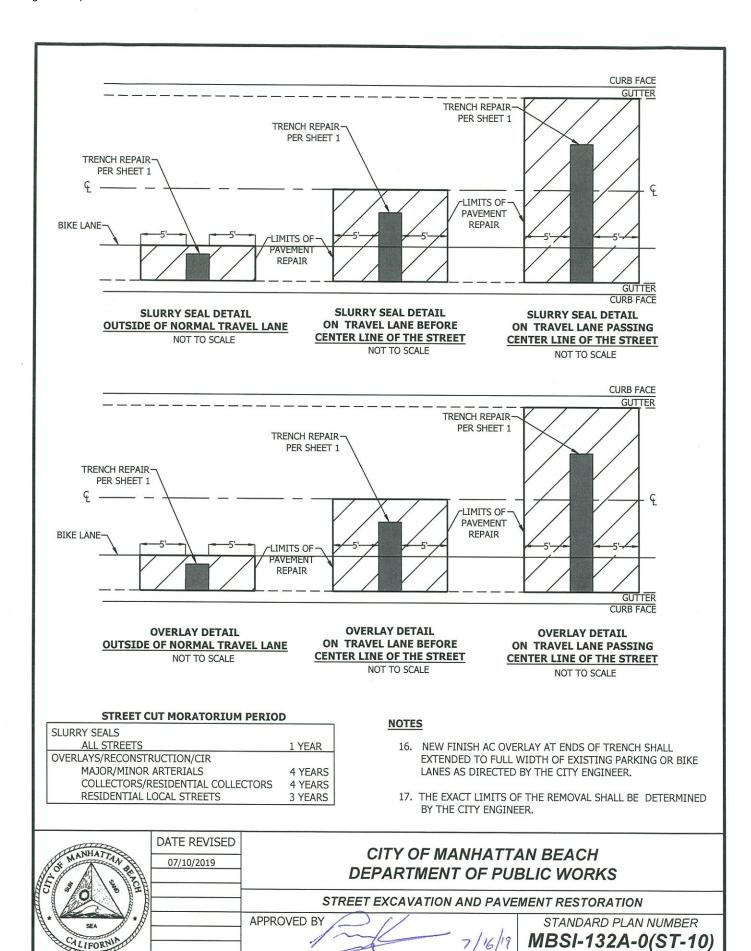
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", MOST RECENT EDITION, AND ALL SUPPLEMENTS THERETO TO THE SATISFACTION OF THE ENGINEER OR AS MODIFIED HEREIN.
- 2. CONSTRUCTION MATERIALS SHALL COMPLY WITH THE STANDARD SPECIFICATIONS.
- 3. ASPHALT CONCRETE SURFACE COURSE SHALL BE TYPE III C3-PG 64-10 PLUS 1" THICKER THAN THE EXISTING ASPHALT CONCRETE.
- 4. ALL FAILED OR BROKEN PAVEMENT IMMEDIATELY ADJACENT TO THE EXCAVATION SHALL BE REMOVED AND REPLACED IN CONJUNCTION WITH THE WORK.
- REPAIRS FOR EXCAVATIONS IN CONCRETE DRIVEWAY APPROACHES, CURB AND GUTTER, OR SIDEWALK SHALL BE MADE TO THE NEAREST COLD JOINT OR SCORE MARK.
- 6. MINIMUM 18". THE EXACT LIMITS FOR REMOVAL SHALL BE DETERMINED BY THE CITY ENGINEER. IF THE TRENCH EXCAVATIONS ARE LESS THAN 3' APART OR LESS THAN 3' FROM A CONCRETE CURB, GUTTER, OR EXPANSION JOINT, THE RESTORATION SHALL BE CONTINUOUS BETWEEN EXCAVATION AND/OR THE EDGE OF CURB/GUTTER/EXPANSION JOINT.
- 7. ON ARTERIAL AND COLLECTOR STREETS, REPAIR SHALL INCLUDE 1 ½" COLD PLANING AND OVERLAY FOR A FULL LANE WIDTH ALONG THE LONGITUDINAL LIMITS OF THE TRENCH. ON LOCAL STREETS REPAIR SHALL INCLUDE A TYPE II SLURRY FOR A FULL LANE WIDTH ALONG THE LONGITUDINAL LIMITS OF THE TRENCH.
- 8. SEE SHEET 3 FOR PAVEMENT REPAIR REQUIREMENTS STREET CUT MORATORIUM.

MANHATTAN OF TO	07/10/2019	CITY OF MANHA DEPARTMENT OF		
1/9		STREET EXCAVATION AND F	PAVEN	MENT RESTORATION
SEA -		APPROVED BY	1	STANDARD PLAN NUMBER
CALIFORNIA		7/18	5/19	MBSI-132A-0(ST-10)
		PREM KUMAR, CITY ENGINEER D	ATE	SHEET 1 OF 3



- CONCRETE RESTORATION MUST BE DOWELED TO EXISTING CONCRETE PAVEMENT WITH #4 DOWELS AT 16" O.C. WITH APPROVED EPOXY MIN. EMBEDMENT = 4"
- 10. FOR CONCRETE PAVEMENT RESTORATION, APPLY BONDING AGENT TO ALL EXISTING EXPOSED CONCRETE SURFACES PRIOR TO POURING FRESH CONCRETE. BONDING AGENT SHALL BE SIKA-ARMATEC-110EPOCEM ADHESIVE OR APPROVED EQUAL. SURFACES TO RECEIVE BONDING SHALL BE CLEAN AND FREE OF DIRT OR LOOSE MATERIAL.
- 11. NEW PCC PAVEMENT SHALL BE 560-C-3260 OR HIGHER PLUS 1" THICKER THAN THE EXISTING CONCRETE, 6" MIN.
- 12. SAWCUTTING IS REQUIRED AROUND THE PERIMETER OF THE FINAL EDGE OF ALL EXCAVATION TO PROVIDE CLEAN, VERTICAL SIDES.
- 13. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED BY RESTORATION WORK SHALL BE REPLACED.
- 14. SAND BEDDING TO CITY ENGINEER'S APPROVAL AND COMPACTED TO 90% RELATIVE COMPACTION.
- 15. PLACE UNDERGROUND WARNING/IDENTIFICATION TAPE PER THE APWA COLOR CODE SPECIFICATION. NON-DETECTABLE WARNING TAPE SHALL BE USED FOR ALL TYPES OF TRACEABLE PIPE. USE 3" WIDE TAPE FOR LESS THAN 24" BURY DEPTH AND 6" WIDE TAPE FOR THE BURY DEPTH BETWEEN 24" AND 36". RECOMMENDED MANUFACTURE SUCH AS MARKING SERVICES INCORPORATED (MSI) OR APPROVED EQUAL.

MANHATTAN & SCH	DATE REVISED 07/10/2019	CITY OF MANHATT DEPARTMENT OF PU	
		STREET EXCAVATION AND PAV	EMENT RESTORATION
SEA *		APPROVED BY	STANDARD PLAN NUMBER
CALIFORNIA		1/15/19	MBSI-132A-0(ST-10)
- Comp		PREM KUMAR, CITY ENGINEER DATE	SHEET 2 OF 3

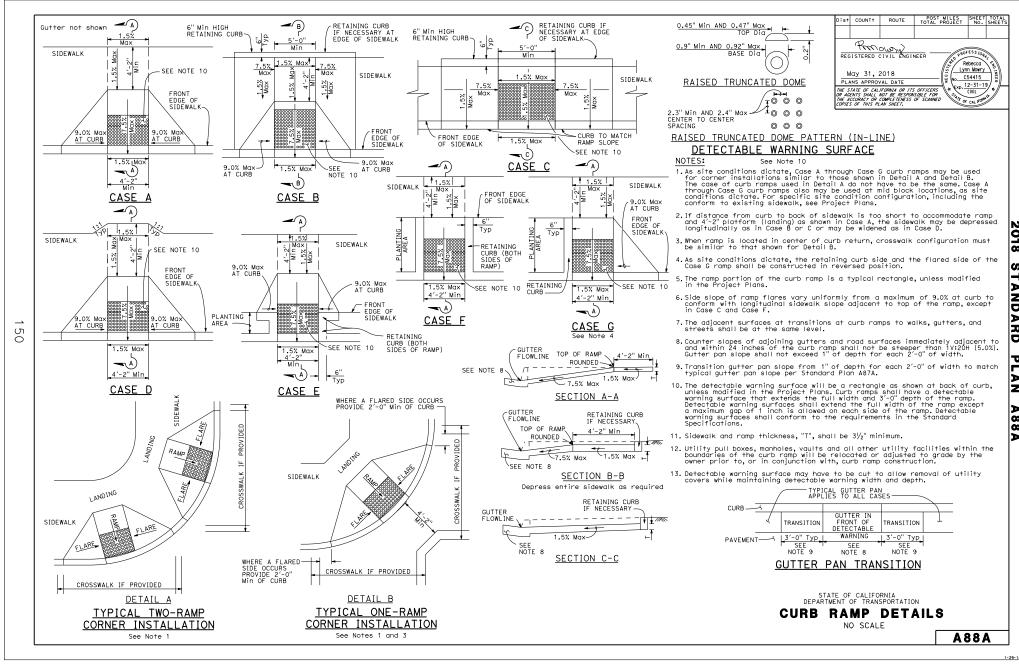


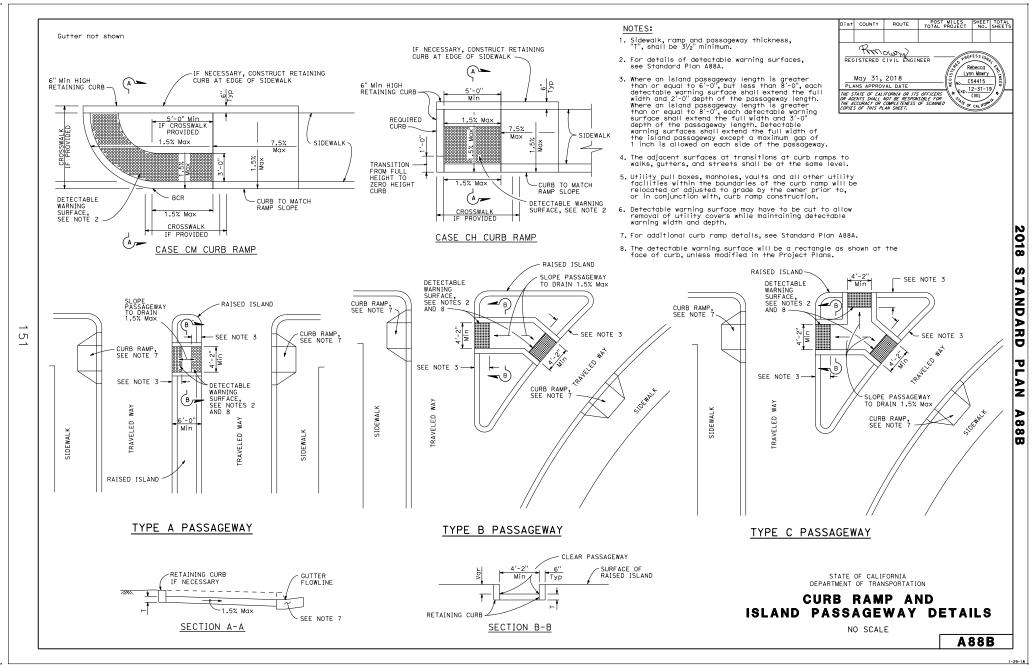
PREM KUMAR, CITY ENGINEER

16

DATE

SHEET 3 OF 3





APPENDIX V GEOTECHNICAL REPORT



3530 Hyland Ave., Suite 100 Costa Mesa, California 92626 PH 714.969.0800 FAX 714.969.0820 www.geosyntec.com

December 19, 2024

Patricia McCarthy, PE
Paul Hansen Engineering
302 West Grand Avenue, Suite 6
El Segundo, CA 90245
via email: patricia.mccarthy@paulhansenengineering.com

Subject: Soil Report

Parking Lot 3

Manhattan Beach, California

Dear Ms. McCarthy:

Geosyntec Consultants Inc. (Geosyntec) is pleased to submit this letter report to Paul Hansen Engineering (PHE). This report summarizes the results of subsurface investigation, in-situ infiltration testing, and soil laboratory testing in support of the proposed Parking Lot 3 in Manhattan Beach, California (Site). Our services were performed in general accordance with our Proposal dated November 26, 2024.

1. INTRODUCTION

Geosyntec understands that PHE is supporting City of Manhattan Beach (the City) in the ongoing demolition of Parking Lot 3 structure and redevelopment of the Parking Lot 3 as surface parking area. We understand work is being performed on accelerated schedule to allow parking lot use as soon as possible, and as such PHE has requested support from Geosyntec to provide soil report with geotechnical recommendations required to develop the parking area.

The Site is located on the southwest corner of the 12th Street and Morningside Drive intersection. Figure 1 shows the approximate location of the project Site. The multistory parking structure, built in 1970s has been demolished. The lot is about 175 by 100 feet in footprint, located at an elevation of about 100 to 110 feet. About 5 feet of elevation relief is expected across the site following the demolition is completed. The City is planning to pave the area as a surface parking lot and may implement low impact development measured to manage stormwaters. In addition to the paved area, the project will also include installation of parking light poles, parking payment kiosk, and possibly short grade separate walls.

This letter report documents the performed subsurface investigation and in-situ infiltration testing and provides recommendations for the proposed improvements.



Figure 1. Site Location

2. PURPOSE AND SCOPE OF SERVICES

The scope of work described in this letter report included the following:

- Performing a site reconnaissance to evaluate Site conditions and mark out exploration locations;
- Performing a field exploration and laboratory testing program to evaluate the subsurface conditions consisting of the following:
 - Three hand auger explorations down to 5 feet depth below ground surface (bgs) and one hand auger to 10 feet bgs;
 - Four shallow pit infiltration tests;
 - Two shallow boring infiltration tests performed at a depth of 5 ft bgs.
 - Laboratory testing of selected soil samples;
- Assessment of the in-situ infiltration rates; and
- Preparing this letter report outlining our findings and recommendations.

3. FIELD INVESTIGATION AND TESTING

3.1 **Hand Auger Exploration**

Hand Auger Explorations were performed to assess the subsurface conditions. The work included 5 explorations to a depth of 5 feet bgs and one exploration to 10 feet bgs. Figure 2 shows the approximate location of hand auger explorations. Soil encountered was uniform across the explored depth and consisted of poorly-graded clean sand, which is consistent with the expected geologic conditions in the area. Approximately, top 2 feet of soil, contained some concrete debris and base aggregate material, interpreted to be the result of the disturbances of the subgrade associated with original parking building construction and its recent demolition. No ground water was observed withing the explored depth of 10 ft bgs.



Figure 2. Site Layout showing Approximate Hand Auger Exploration and Infiltration locations.

3.2 **Shallow Pit Infiltration Testing**

Four shallow pit infiltration tests were performed at approximately each corner of the site. The infiltration tests were performed generally following the County of Los Angeles Department of Public Works Administrative Manual GS200.2 (LACPW, 2017) guidelines for Shallow Pit Test and as described below:

a. A shallow test pit (1-foot-deep x 1-foot-wide x 1 foot long) was excavated manually using hand tools on the ground surface. A general layout of the shallow test pit excavation is shown in Figure 3 below.

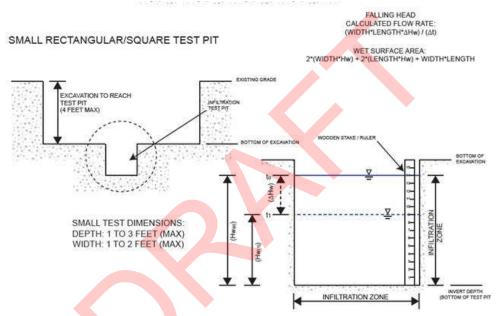


Figure 3. General layout of the shallow test pit excavation.

- b. The excavated shallow test pit was attempted to be presoaked for 30 mins by filling it with water. However, since the water repeatedly drained in less than 10 mins, it was determined that a constant head infiltration test is appropriate.
- c. While performing a constant head infiltration test a constant water level near the top of the pit was maintained for approximately 30 mins. A flow meter was used to record the volume of water entering the test pit. The infiltration test results are summarized in Table 1 and the field infiltration test data are included in Attachment A.
- d. After test completion the test pit was backfilled with excavated soil.

Table 1. Results of the shallow pit infiltration tests

T4 D:4 ID	Field Infiltration	Reduction Factors			DE	Design Infiltration
Test Pit ID	Rate (in/hr)	RF_T	RFv	RFs	RF	Rate (in/hr)
TP-1	13	3	1	1	3	4.3
TP-2	23	3	1	1	3	7.7
TP-3	15	3	1	1	3	5
TP-4	30	3	1	1	3	10
Average	20	-	-	-	_	6.7

3.3 Shallow Boring Infiltration Testing

Shallow boring infiltration test were performed at southeast corner of the site, where below grade infiltration system may be considered. The infiltration tests were performed generally following the County of Los Angeles Department of Public Works Administrative Manual GS200.2 (LACPW, 2017) guidelines for boring percolation test, modified to a smaller diameter hand auger excavated boring, and consisted of steps as described below:

- a. A 3.25-inch diameter hand auger excavation was advanced to a 5-foot depth. A general layout of the shallow boring infiltration test locations is shown in Figure 3 below.
- b. A 1-inch diameter perforated pipe with capped bottom was placed in the center of the hole, and the remaining of the hole was backfilled with pea grave to prevent hole collapse.
- c. Water was applied at the top of the perforated pipe and the hole presoaking was performed by filling up the hole to the top. The water would drain from the hole at a fast rate (minutes) if water inflow was stopped. Therefore, presoaking was performed by continue water inflow for 10 to 20 minutes.
- d. A constant flow tests were performed at each hole over with several measurements of flow volume over 10 minutes, using a flow meter to record the total volume.
- e. The infiltration test results are summarized in Table 2 and the field infiltration test data are included in Attachment A.
- f. After test completion, the perforated pipe was removed, and the open portion of the hole was backfilled with the excavated soils.

Table 2. Results of the shallow borehole infiltration tests

Test Boring	Field Infiltration	Red	luction Fact	tors	RF	Design Infiltration Rate (in/hr)
ID	Rate (in/hr)	$\mathbf{RF_{T}}$	RFv	RFs		
TP-1	112	2	1	1	2	56
TP-2	101	2	1	1	2	50
TP-3	72	2	1	1	2	36

4. LABORATORY TESTING

Geotechnical laboratory soil testing was performed on selected soil samples. The results of the tests were used to classify and evaluate the engineering properties of the soils. The geotechnical laboratory testing program included:

- Particle-size distribution ASTM D6913;
- R-value test DOT CA Test 301
- Modified Proctor Compaction Test ASTM D1557

Geotechnical Laboratory test results are summarized in Table 2 with complete results provided in Attachment B.

5. SEISMIC DESIGN CRITERIA

The Site is situated within a seismically active Southern California region and will likely experience moderate to severe ground shaking in response to a large magnitude earthquake occurring on a local or more distant active fault during the lifespan of the proposed facility. As a result, seismically induced ground shaking in response to an earthquake occurring on a nearby active fault is considered to be the major geologic hazard affecting the project.

The seismic design parameters for the project were established in accordance with ASCE 7-16, Chapter 11, for Site Class D. Mapped ground motion parameters S_S and S₁ were obtained using the ASCE 7 Hazard Tool (https://asce7hazardtool.online/). The output from the web tool is included in Appendix C. The seismic design parameters are summarized in Table 3. A default site class D, per s Section 11.4.3 of ASCE 7-16, was selected for the development of the seismic design parameters, based on our understanding of the local geologic setting.

Note that ASCE 7-16, Section 11.4.8, requires that sites classified as Site Class D with an S₁ greater than or equal to 0.2 perform a site-specific ground motion hazard analysis. Although the Site meets the criteria for this requirement, a site-specific ground motion hazard analysis was not performed, which is permitted per Exception #2 in ASCE 7-16 Section 11.4.8. This exception states that a ground motion hazard analysis is not required provided that the value of the seismic response coefficient Cs

is determined by Eq. (12.8-2) for values of $T \le 1.5$ Ts and taken as equal to 1.5 times the value computed in accordance with either Eq. (12.8-3) for $TL \ge T > 1.5$ Ts or Eq. (12.8-4) for T > TL. This approach to computation of the seismic response coefficient Cs, should be implemented by the structural engineer.

Table 3. Design Ground Motion Parameters

Parameter	Value
Approximate Site Latitude	33.885877 degrees
Approximate Site Longitude	-118.409272degrees
Site Class	D (Default)
Mapped Short Period Spectral Response Acceleration, S _s	1.908 g
Mapped 1-second Spectral Response Acceleration, S ₁	0.679 g
Short Period Site coefficient (at 0.2-s period), Fa	1.2
Long Period Site coefficient (at 1.0-s period), F _v	1.7 ^(a)
Site-modified Short Period Spectral Response Acceleration, S _{MS}	2.289 g
Site-modified 1-second Spectral Response Acceleration, S _{M1}	1.154 g ^(a)
Design Short Period Spectral Response Acceleration, S _{DS}	1.526 g
Design 1-second Spectral Response Acceleration, S _{D1}	0.770 g ^(a)
Long Period Transition	8 s
Mapped MCE _G Peak Ground Acceleration, PGA	0.831 g
Site Coefficient, F _{PGA}	1.2
Site Class Adjusted MCE _G Peak Ground Acceleration, PGA _M	0.997 g
Notes: a. See the commentary in ASCE/SEI 7-16, Section 11.4.8 "Exception note" 2.	,

6. PAVEMENT RECOMMENDATIONS

The project considerations include the following pavement options:

- Asphalt Concrete (AC) Pavement over Aggregate Base
- Permeable Concrete Pavement over Washed Rock
- Permeable Asphalt Concrete Pavement over Washed Rock

6.1 Subgrade Preparation

Pavement sections should be placed on a prepared subgrade. The subgrade area has been disturbed by the completed demolition activities. We recommended that the upper two feet of the are be excavated and recompacted to 95-percent relative compaction using ASTM D1557 as the compaction standard. The target moisture content during compaction should be kept between optimum moisture content and optimum moisture content plus 4 percent. The bottom of the overexcavation should be scarified, moisture conditions, and compacted to provide a firm and unyielding surface for fill placement.

At the time of placement of base or pavement, subgrade soils should be firm and relatively unyielding and should be moisture conditioned at or above the optimum moisture content.

6.2 Asphaltic Concrete Pavement

The structural design of flexible AC pavement depends on anticipated traffic conditions, subgrade soils, and construction materials. Traffic index of 5.0 was used for design recommendations for parking area. Civil engineer should assess the planned use and finalize the determination of the design TI. For convenience, pavement design for traffic index of 6 is also provided.

The R-values of sample tested for the current investigation is 70. Individual R-value test results from these investigations are presented in Attachment B of this report. For design purposes the subgrade R-value was reduced to 50. The soils are uniform across the site and the single R-value test is considered appropriate for the site.

Table 4 provides flexible pavement structural sections. The sections assume 12 inches of properly prepared subgrade and the specified thickness of Class 2 aggregate base placed at a minimum relative compaction of 95 percent. The design assumes a pavement life of 20 years with normal maintenance. AC should conform to the requirements of Section 39 of the 2020 Caltrans Standard Specifications.

The flexible pavement section should consist of asphalt concrete (as defined in Section 39 of the latest edition of the Caltrans Standard Specifications) over Class 2 aggregate base (as defined in Section 26 of the latest edition of the Caltrans Standard Specifications) over properly prepared subgrade. Asphalt and aggregate base should be compacted to a minimum relative compaction of 95 percent.

Adequate surface drainage should be provided to reduce ponding and infiltration of water into the subgrade and base materials. To the extent possible, irrigated or infiltration areas should be avoided next to pavements.

Table 4. Flexible Pavement Structural Sections

T	Pavement Structural Section (b,c)			
Traffic Index ^(a)	Asphaltic Concrete (in.)	Class 2 Aggregate Base (in.)		
5	5	Not Required		
6	6	Not Required		

Notes:

- a. These traffic index values should be confirmed by the project Traffic Engineer or Owner prior to final design.
- b. Structural section thickness assumes a design R-value of 60.
- c. These structural sections assume 12 inches of properly prepared subgrade compacted to a minimum 95 percent relative compaction.

6.3 Permeable Pavement

County of Los Angeles Department of Public Works Low Impact Development Ordinance allows that permeable pavement without an underdrain may be used to comply with the on-site retention requirements of the LID Ordinance for at least its tributary area. A minimum infiltration rate of 0.3 inches/hour is required for use of permeable pavement without an underdrain. As described earlier in this letter, the field measured infiltration rates significantly exceed the minimum required infiltration rate.

Pervious concrete is made from carefully controlled amounts of water and cement materials used to create a paste that forms a thick coat around aggregate particles. Unlike conventional concrete, the mixture contains little or no sand, which creates a substantial void content (between 15 and 25 percent). Porous asphalt, or "open-graded" asphalt, pavement contains no fine aggregate particles, which creates void spaces in the pavement and allows water to collect within and drain through the pavement.

Permeable pavement design shall follow the requirements of the County of Los Angeles Department of Public Works Low Impact Development Manual (LADWP, 2014). The surface pavement area should not be sloped at more than 10 percent. The key elements of the permeable pavement section include the top structural layer and the underlining filter and reservoir layers.

The top filter layer should consist of the 1 to 2 inches thick zone of 0.5-inch crushed rock, and the bottom filter layer should consist of 2 inches thick zone of 0.5-inch crushed rock. The reservoir layer, if required, should be located between the two filter layers and consist of 1.5- to 3-inch crushed rock. The reservoir layer may not be required at this site considering high infiltration rate of the subgrade. The entire area where permeable pavement will be used must be lined with a nonwoven geotextile liner to prevent soil from migrating into the crushed rock layer.

Caltrans Pervious Pavement Design Guidelines (Caltrans, 2023) provides recommendations for the structural section design. For the permeable asphalt pavement, Caltrans (2023) recommends pavement thickness of asphalt treated permeable based (ATPB) be calculated according to the conventional flexible pavement design, which was discussed previously in Section 6.2. The ATPB layer should be topped with a 0.1-foot-thick layer of Open Graded Friction Course (OGFC). For previous concrete pavement Caltrans (2024) recommends concrete layer thickness of 0.5 feet for Category B areas (which includes parking areas).

7. LIGHT POLE FOUNDATIONS

Light poles of about 20-foot height are expected to be installed in the parking lot area. The light poles are likely going to be solar powered, which includes an installation of the solar panel and battery pack at the top of the light pole. Light pole foundations are expected to be drilled shafts.

Axial capacity of foundation is not a significant design consideration considering the relatively low weight of the light poles and very competent subsurface materials.

The 2022 California Building Code was used to determine the minimum embedment depth of a shaft (Section 1807.3) for a lateral load. The lowest presumptive load-bearing values (CBC 2022, Table 1806.2) for lateral bearing pressure of 150 psf/ft shall be used, applicable for clean sands.

Section 1806.3.4 of the CBC allows for an increase in lateral bearing pressures up to twice the tabular values for supports that are not adversely affected by a 1/2-inch (12.7 mm) motion at the ground surface due to short-term lateral loads. Hence for short-term load, a lateral bearing pressure of 300 psf/ft can be used.

8. FOUNDATION RECOMMENDATION FOR PARKING KIOSK

Small parking kiosk are expected to be installed as part of the site improvements. Kiosk will be founded on small shallow footings. Allowable bearing capacity of 1500 psf can be used for kiosk design, for a minimum footing dimension of 18 inches and minimum footing embedment of 6 inches. One-third increase on the allowable values can be applied for short term loading.

Resistance to lateral loads can be calculated using an allowable sliding coefficient of 0.45 for the footing cast directly against the ground or 0.3 for a smooth precast footing.

9. SMALL GRADE SEPARATION WALLS

Grade separation walls of up to few feet may be required as part of the project improvements. For walls less than 3 feet in exposed height, the unrestrained retaining walls may be designed with an equivalent fluid pressure loading of 30 pound per cubic foot (pcf). Typical surcharge loading of 80 psf uniform horizontal load can be assumed to account for typical parking area vehicular load.

Foundation recommendations provided for the parking kiosk can be utilized for the small foundations. Passive resistance can be calculate using equivalent fluid pressure loading of 300 pcf.

Walls should be backfilled with native clean sands and weep holes should be provided in the walls to prevent hydrostatic pressure build up.

10. LIMITATIONS

The letter report and other materials resulting from Geosyntec's related effort have been developed for the proposed Parking Lot 3 improvements are not intended to be suitable for reuse on any project Site other than the currently proposed development area as it may not contain sufficient or appropriate information for such uses. If this letter report or portions of this letter report are provided to contractors or included in specifications, it should be understood that they are provided for informational purposes only.

Soil deposits may vary in type, strength, and many other important properties between points of exploration due to non-uniformity of the geologic formations or to man-made cut and fill operations. While Geosyntec cannot evaluate the consistency of the properties of materials in areas not explored, the information presented in this letter report assumes that the data obtained through the desktop study are reasonably representative of field conditions and conducive to interpolation and extrapolation.

The exploration and evaluations were performed using generally accepted engineering approaches and principles available at this time and the degree of care and skill ordinarily exercised under similar circumstances by reputable Geotechnical Engineers practicing in this area. No other representation, either expressed or implied, is included or intended in our report.

11. CLOSURE

Geosyntec appreciates the opportunity to work on this project. Please contact the undersigned at (714) 969-0800 if you have any questions or comments or if you need additional information.

Sincerely,

Ravi Prakash, Ph.D. Senior Staff Professional

Jerko Kocijan, Ph.D., P.E., G.E. Principal Engineer



ATTACHMENT A
Infiltration Test Data



Project Name: Parking Lot 3 Test Date: 12/06/2024
Test Location: Manhattan Beach, CA Test Number: TP-1

Soil Description: Clean Sand

Test Conducted by: <u>RP, WM</u> Constant Head or Falling Head? : <u>Constant Head</u>

Water Level: 1ft

Date of Test Pit Constructed: 12/06/2024 Test Pit Length: 1 ft

Test Pit Width: 1 ft

Duration time for Presoak: 30 mins

Test Pit Depth: 1 ft

Reading No.	Elapsed Time Δt (mins)	Flow Volume during the elapsed time Δt (Gallons)	Flow Rate (in ³ /hr)	Wetted Surface Area (in²)	Infiltration Rate for Reading (in/hr)
1	10	7	9702	720	13
2	10	7	9702	720	13
3	10	7	9702	720	13



Project Name: Parking Lot 3 Test Date: 12/06/2024
Test Location: Manhattan Beach, CA Test Number: TP-2

Soil Description: Clean Sand

Test Conducted by: <u>RP, WM</u> Constant Head or Falling Head? : <u>Constant Head</u>

Water Level: 1ft

Date of Test Pit Constructed: 12/06/2024 Test Pit Length: 1 ft

Test Pit Width: 1 ft

Duration time for Presoak: 30 mins

Test Pit Depth: 1 ft

Reading No.	Elapsed Time Δt (mins)	Flow Volume during the elapsed time Δt (Gallons)	Flow Rate (in ³ /hr)	Wetted Surface Area (in²)	Infiltration Rate for Reading (in/hr)
1	10	12	16632	720	23
2	10	12	16632	720	23
3	10	12	16632	720	23



Project Name: Parking Lot 3 Test Date: 12/06/2024
Test Location: Manhattan Beach, CA Test Number: TP-3

Soil Description: Clean Sand

Test Conducted by: <u>RP, WM</u> Constant Head or Falling Head? : <u>Constant Head</u>

Water Level: 1ft

Date of Test Pit Constructed: 12/06/2024 Test Pit Length: 1 ft

Test Pit Width: 1 ft

Duration time for Presoak: 30 mins

Test Pit Depth: 1 ft

Reading No.	Elapsed Time Δt (mins)	Flow Volume during the elapsed time Δt (Gallons)	Flow Rate (in ³ /hr)	Wetted Surface Area (in²)	Infiltration Rate for Reading (in/hr)
1	10	8	11088	720	15
2	10	8	11088	720	15
3	10	8	11088	720	15



Project Name: Parking Lot 3 Test Date: 12/06/2024
Test Location: Manhattan Beach, CA Test Number: TP-4

Soil Description: Clean Sand

Test Conducted by: <u>RP, WM</u> Constant Head or Falling Head? : <u>Constant Head</u>

Water Level: 1ft

Date of Test Pit Constructed: 12/06/2024 Test Pit Length: 1 ft

Test Pit Width: 1 ft

Duration time for Presoak: 30 mins Test Pit Depth: 1 ft

Reading No.	Elapsed Time Δt (mins)	Flow Volume during the elapsed time Δt (Gallons)	Flow Rate (in³/hr)	Wetted Surface Area (in²)	Infiltration Rate for Reading (in/hr)
1	10	15.5	21483	720	30
2	10	15.5	21483	720	30
3	10	15.5	21483	720	30



Shallow Boring Infiltration Field Log

Project Name: Parking Lot 3 Test Date: 12/06/2024
Test Location: Manhattan Beach, CA Test Number: HA-4

Soil Description: Clean Sand

Test Conducted by: <u>RP, WM</u> Constant Head or Falling Head? : <u>Constant Head</u>

Water Level: 5 ft

Date of Boring Constructed: 12/06/2024 Boring Diameter: 3.25 in

Boring Depth: 5 ft

Duration time for Presoak: 30 mins

Reading No.	Elapsed Time Δt (mins)	Flow Volume during the elapsed time Δt (Gallons)	Flow Rate (in ³ /hr)	Wetted Surface Area (in²)	Infiltration Rate for Reading (in/hr)
1	10	52	72072	645	112
2	10	52	72072	645	112
3	10	52	72072	645	112



Shallow Boring Infiltration Field Log

Project Name: Parking Lot 3 Test Date: 12/06/2024
Test Location: Manhattan Beach, CA Test Number: HA-5

Soil Description: Clean Sand

Test Conducted by: <u>RP, WM</u> Constant Head or Falling Head? : <u>Constant Head</u>

Water Level: 5 ft

Date of Boring Constructed: 12/06/2024 Boring Diameter: 3.25 in

Boring Depth: 5 ft

Duration time for Presoak: 30 mins

Reading No.	Elapsed Time Δt (mins)	Flow Volume during the elapsed time Δt (Gallons)	Flow Rate (in ³ /hr)	Wetted Surface Area (in²)	Infiltration Rate for Reading (in/hr)
1	10	47	65142	645	101
2	10	47	65142	645	101
3	10	47	65142	645	101



Shallow Boring Infiltration Field Log

Project Name: Parking Lot 3 Test Date: 12/06/2024
Test Location: Manhattan Beach, CA Test Number: HA-5

Soil Description: Clean Sand

Test Conducted by: <u>RP, WM</u> Constant Head or Falling Head? : <u>Constant Head</u>

Water Level: 3.5 ft

Date of Boring Constructed: 12/06/2024 Boring Diameter: 3.25 in

Boring Depth: 5 ft

Duration time for Presoak: 30 mins

Reading No.	Elapsed Time At (mins)	Flow Volume during the elapsed time Δt (Gallons)	Flow Rate (in ³ /hr)	Wetted Surface Area (in²)	Infiltration Rate for Reading (in/hr)
1	10	24	33264	462	72
2	10	24	33264	462	72



ATTACHMENT B Geotechnical Laboratory Test Results

PARTICLE-SIZE DISTRIBUTION (GRADATION) of SOILS USING SIEVE ANALYSIS ASTM D6913

Project Name: Parking Lot 3 Tested By: A. Santos Date: 12/16/24
Project No.: GST8093 Checked By: J. Ward Date: 12/19/24

Boring No.: P-3 Depth (feet): 0-2

Sample No.: Bulk

Soil Identification: Brown poorly-graded sand (SP)

Calculation of Dry Weights	Whole Sample	Sample Passing #4	Moisture Contents	Whole Sample	Sample passing #4
Container No.:	Z-1	XP	Wt. of Air-Dry Soil + Cont.(g)	0.0	0.0
Wt. Air-Dried Soil + Cont.(g)	2122.6	725.0	Wt. of Dry Soil + Cont. (g)	0.0	0.0
Wt. of Container (g)	241.6	201.2	Wt. of Container No(g)	1.0	1.0
Dry Wt. of Soil (g)	1881.0	523.8	Moisture Content (%)	0.0	0.0

	Container No.	ХР
Passing #4 Material After Wet Sieve	Wt. of Dry Soil + Container (g)	708.1
r assing "4 Material Arter Wet Sieve	Wt. of Container (g)	201.2
	Dry Wt. of Soil Retained on # 200 Sieve (g)	506.9

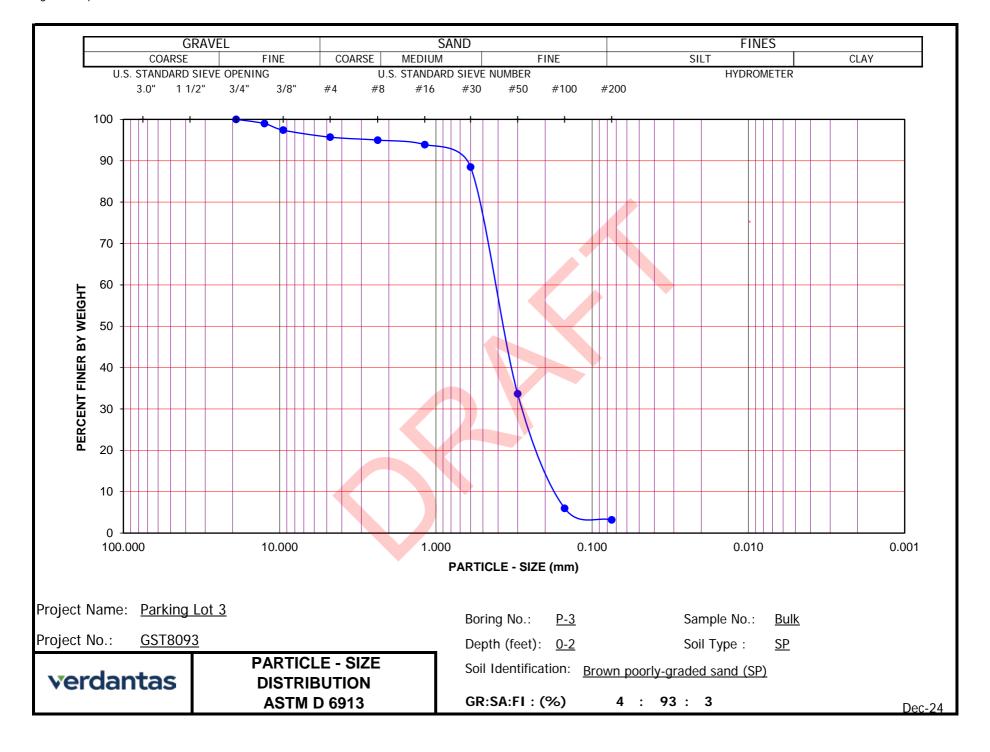
U	U. S. Sieve Size		Dry Soil Retained (g)	Percent Passing
	(mm.)	Whole Sample	Sample Passing #4	(%)
3"	75.0			
1 1/2"	37.5			
1"	25.0			
3/4"	19.0	0.0		100.0
1/2"	12.5	19.2		99.0
3/8"	9.5	48.5		97.4
#4	4.75	80.1		95.7
#8	2.36		4.1	95.0
#16	1.18		10.0	93.9
#30	0.600		39.5	88.5
#50	0.300		339.6	33.7
#100	0.150		491.1	6.0
#200	0.075		506.3	3.2
	PAN			

GRAVEL: 4 %
SAND: 93 %
FINES: 3 %

GROUP SYMBOL: SP Cu = D60/D10 = 2.41

 $Cc = (D30)^2/(D60*D10) = 1.12$

Remarks:



PARTICLE-SIZE DISTRIBUTION (GRADATION) of SOILS USING SIEVE ANALYSIS ASTM D6913

Project Name: Parking Lot 3 Tested By: A. Santos Date: 12/16/24
Project No.: GST8093 Checked By: J. Ward Date: 12/19/24

Boring No.: P-4 Depth (feet): 0-2

Sample No.: Bulk

Soil Identification: Brown poorly-graded sand (SP)

Calculation of Dry Weights	Whole Sample	Sample Passing #4	Moisture Contents	Whole Sample	Sample passing #4
Container No.:	S15	PHD	Wt. of Air-Dry Soil + Cont.(g)	0.0	0.0
Wt. Air-Dried Soil + Cont.(g)	1910.0	722.0	Wt. of Dry Soil + Cont. (g)	0.0	0.0
Wt. of Container (g)	225.8	214.7	Wt. of Container No(g)	1.0	1.0
Dry Wt. of Soil (g)	1684.2	507.3	Moisture Content (%)	0.0	0.0

	Container No.	PHD
Passing #4 Material After Wet Sieve	Wt. of Dry Soil + Container (g)	702.2
r assing "4 Waterial Arter Wet Sieve	Wt. of Container (g)	214.7
	Dry Wt. of Soil Retained on # 200 Sieve (g)	487.5

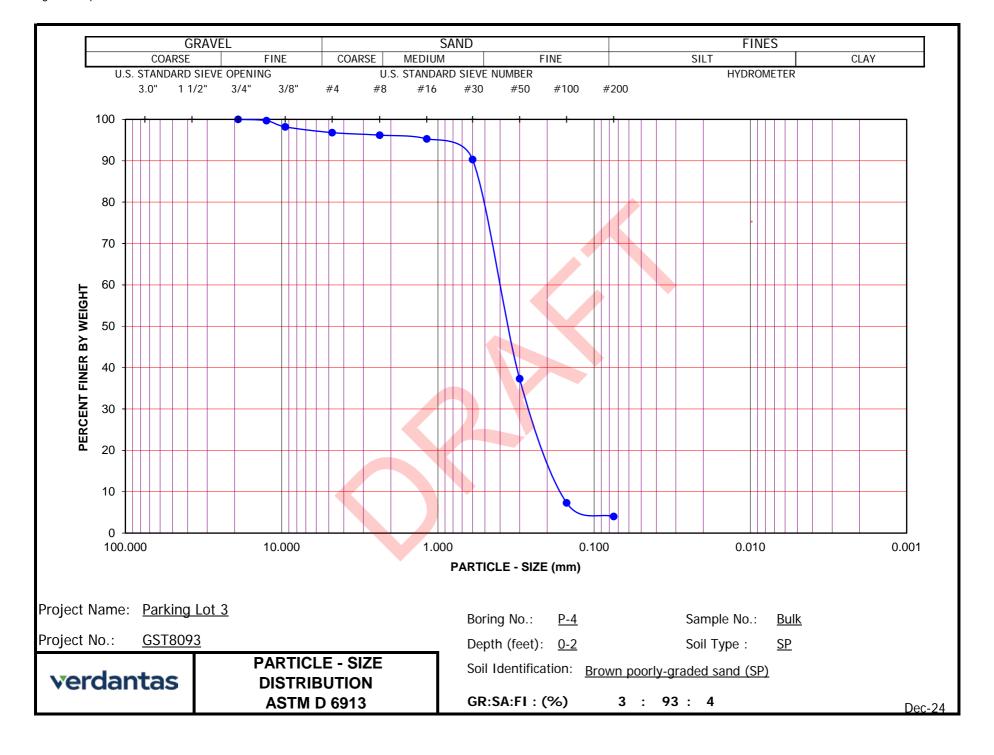
U.	U. S. Sieve Size		Cumulative Weight of Dry Soil Retained (g)		
	(mm.)	Whole Sample	Sample Passing #4	(%)	
3"	75.0				
1 1/2"	37.5				
1"	25.0				
3/4"	19.0	0.0		100.0	
1/2"	12.5	5.5		99.7	
3/8"	9.5	30.3		98.2	
#4	4.75	53.1		96.8	
#8	2.36		3.0	96.2	
#16	1.18		7.7	95.3	
#30	0.600		34.1	90.3	
#50	0.300		311.8	37.3	
#100	0.150		469.0	7.3	
#200	0.075		486.3	4.0	
	PAN				

GRAVEL: 3 %
SAND: 93 %
FINES: 4 %

GROUP SYMBOL: SP $Cu = D60/D10 = \underline{2.50}$

 $Cc = (D30)^2/(D60*D10) = 1.06$

Remarks:



MODIFIED PROCTOR COMPACTION TEST **ASTM D 1557**

Project Name: Parking Lot 3 Tested By: E. Perez Date: 12/16/24 Project No.: GST8093 Checked By: J. Ward 12/19/24 Date:

Boring No.: P-5 Depth (ft.): 0-2

Sample No.: Bulk

Soil Identification: Dark yellowish brown poorly-graded sand (SP)

Note: Corrected dry density calculation assumes specific gravity of 2.70 and moisture content

of 1.0% for oversize particles

Preparation	X
Method:	
Compaction	X
Method	

Moist
Dry
Mechanical Ram

Manual Ram

Scalp Fraction (%)						
#3/4						
#3/8						
#4	4.9					

Rammer Weight (lb.) = 10.0 Height of Drop (in.) = 18.0

0.03320 Mold Volume (ft3)

TEST NO.		1	2	3	4	5	6
Wt. Compacted Soil -	⊦ Mold (g)	3440	3498	3521			
Weight of Mold	(g)	1780	1780	1780			
Net Weight of Soil	(g)	1660	1718	1741			
Wet Weight of Soil +	Cont. (g)	921.7	830.4	931.7			
Dry Weight of Soil +	Cont. (g)	885.8	781.8	855.9			
Weight of Container	(g)	89.0	88.0	87.6			
Moisture Content	(%)	4.51	7.00	9.87			
Wet Density	(pcf)	110.2	114.1	115.6			
Dry Density	(pcf)	105.5	106.6	105.2			

Maximum Dry Density (pcf)

106.6

Optimum Moisture Content (%)

7.1

Corrected Dry Density (pcf)

108.6

Corrected Moisture Content (%)

6.8

X Procedure A

Soil Passing No. 4 (4.75 mm) Sieve Mold: 4 in. (101.6 mm) diameter

Layers: 5 (Five)

Blows per layer: 25 (twenty-five) May be used if +#4 is 20% or less

Procedure B

Soil Passing 3/8 in. (9.5 mm) Sieve Mold: 4 in. (101.6 mm) diameter Layers: 5 (Five)

Blows per layer: 25 (twenty-five) Use if +#4 is >20% and +3/8 in. is

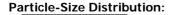
20% or less

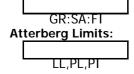
Procedure C

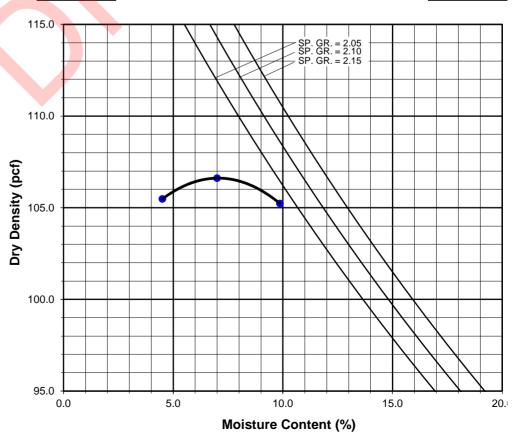
Soil Passing 3/4 in. (19.0 mm) Sieve Mold: 6 in. (152.4 mm) diameter

Layers: 5 (Five)

Blows per layer: 56 (fifty-six) Use if +3/8 in. is >20% and $+\frac{3}{4}$ in. is <30%







SAMPLE DESCRIPTION:

R-VALUE TEST RESULTS DOT CA Test 301

PROJECT NAME: Parking Lot 3 PROJECT NUMBER: GST8093

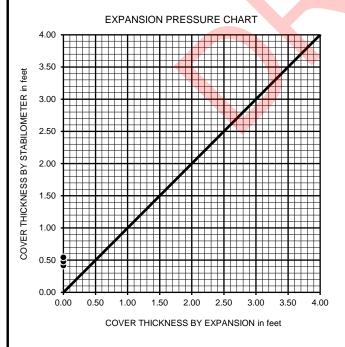
BORING NUMBER: P-2 DEPTH (FT.): 0-2

SAMPLE NUMBER: Bulk TECHNICIAN: O. Figueroa

Light brown poorly-graded sand (SP)

TEST SPECIMEN	а	b	С
MOISTURE AT COMPACTION %	11.8	12.2	12.6
HEIGHT OF SAMPLE, Inches	2.48	2.49	2.48
DRY DENSITY, pcf	110.4	107.4	109.4
COMPACTOR PRESSURE, psi	175	150	140
EXUDATION PRESSURE, psi	625	305	115
EXPANSION, Inches x 10exp-4	0	0	0
STABILITY Ph 2,000 lbs (160 psi)	25	28	31
TURNS DISPLACEMENT	4.80	5.00	5.30
R-VALUE UNCORRECTED	74	70	66
R-VALUE CORRECTED	74	70	66

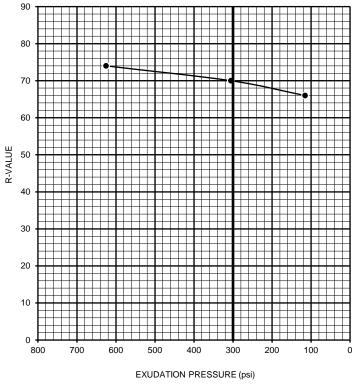
DESIGN CALCULATION DATA	а	b	С
GRAVEL EQUIVALENT FACTOR	1.0	1.0	1.0
TRAFFIC INDEX	5.0	5.0	5.0
STABILOMETER THICKNESS, ft.	0.42	0.48	0.54
EXPANSION PRESSURE THICKNESS, ft.	0.00	0.00	0.00



R-VALUE BY EXPANSION: N/A
R-VALUE BY EXUDATION: 70
EQUILIBRIUM R-VALUE: 70

EXUDATION PRESSURE CHART

DATE COMPLETED: 12/17/24



APPENDIX VI SOLAR LIGHT INSTALLATION MANUAL

SOLAR STREET LIGHT

INSTALLATION MANUAL

Brighta series light system (single head, one battery on the pole, 1 solar panel system)



Greenshine New Energy

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Tel: 1-949-609-9636 Fax:1-949-812-6690

E-mail: sales@streetlights-solar.com
Website: www.streetlights-solar.com



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GENERAL INFORMATION

Thank you for selecting Greenshine's solar light and your contribution to the environment!

This installation manual is provided to assist your installer. Installation and/or troubleshooting should be performed by qualified installer only. Although Greenshine solar light is very easy to install, this manual should be thoroughly reviewed and understood prior to installation. The use of this manual and the conditions or methods of installation, operation, use and maintenance of the equipment are beyond the control of Greenshine New Energy. GNE will not assume any responsibility and expressly disclaims liability for loss, damage, or expense arising from, or any way connected with, such installation, operation, use, or maintenance. Any use of this equipment for purposes other than those intended will void all warranties.

Please check all components before installation and if you encounter any problems before or during installation, please contact: support@streetlights-solar.com

1. COMPONENTS LIST

Components	Description	Quantity		
Pole	Material: Hot-dip galvanized & powder coating finished steel	1		
1 OIC	Height: 20'	1		
Solar Panel	Mono/poly-crystalline, conversion efficiency: 13-15%	1		
Solai Fallei	12V 150W	1		
Storage Battery	Gel cell deep cycle battery	1		
Storage Dattery	12V 120Ah			
Controller	Smart solar charge controller	1		
Controller	12V 10A, IP68 water proof grade			
LED Driver	Avaiable 350mA,525mA,700mA,950mA output current			
Light Fixture CREE LEDs, material: Die-casting aluminum, GS-LED-290 30W		1		
Storage Battery Box	Stainless steel enclosure for "on the pole" mounting			
Foundation Kit	Anchor bolts, templates and nuts			
Other Accessories	cessories Cables, fasteners such as bolts and nuts			

2. TOOLS NEEDED

- REFER TO PROJECT PLANS FOR PORTABLE CONCRETE PEDESTAL TYPE INSTALLATION

Name	Application		
Tape measure	Measuring the pole distance, cable and so on		
Adjustable wrench	Screwing fasteners on solar panel & bracket, battery box, etc.		
Excavator	Digging foundation pit		
Concrete mixing machine	Mixing concrete		
Wheelbarrow	Transferring concrete material		
Level	Measuring the surface of foundation concrete		
Multi-meter	Measuring the voltage, current of the lighting system		
Wire stripper	Stripping wires		
Waterproof tape	Insulating the wire connections		
Steel wire (Dia. 1-2mm)	Guiding the cable through lamp arms and poles, etc.		
Flat blade screwdrivers	Screwing fasteners for battery box		
Phillips head screwdrivers	Screwing fasteners for battery box		
Allen wrench	Screwing fasteners for light fixtures		
Hammer	Cleaning the concrete on the foundation template		
Chisel	Cleaning the concrete on the foundation template		

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Compass	Measuring the right direction to point the solar panel		
Socket wrench	Screwing fasteners for lamp arm, mounting brackets and foundation kit		
Nylon cable tie	Tying the cables		
Truck crane	Hoisting the pole		
Shovel	Backfilling the battery box		
Light meter	Measuring illuminance		

3. STORAGE TIPS AND OPERATING ENVIRONMENT

- Storage Tips
 - Keep the all the components well packaged during storage
 - Store in a well-ventilated area and keep the components away from dust and dirt
 - Storage temperature: -4°F to 140°F
 - Relative Humidity: less than 90%, without condensation
 - Keep the goods away from corrosive gases and liquids
 - Keep the batteries in a horizontal position
- IMPORTANT: For long-term storage, batteries should be charged every 3-4 months. Warranty on the betveid, if the system is not installed within 6 months from the date of purchase
- Operating Environment
 - Operating temperature: 5°F to 122°F
 - Humidity Range: 0 90%

4. IMPORTANT SAFETY INSTRUCTIONS



This manual contains important instructions that should be followed during installation and maintenance



Installation and maintenance must be carried out by qualified technicians

Smoking and fires are strictly prohibited at the installation site. Lead acid batteries will generate small volume of hydrogen which may cause explosion



NEVER short connect the batteries or the solar panels, that will cause irremediable damages to the components.



Once the batteries are connected to the system, please operate carefully

Handle each component with great care during the installation, especially the solar panels (Tempered-glass) and light fixtures

Be very careful of the finished surfaces of the pole, lamp arm, brackets and light fixture during installation



Installation during rainy days is not recommended

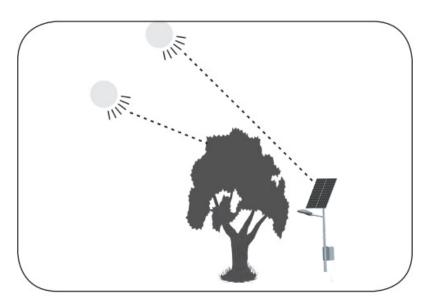
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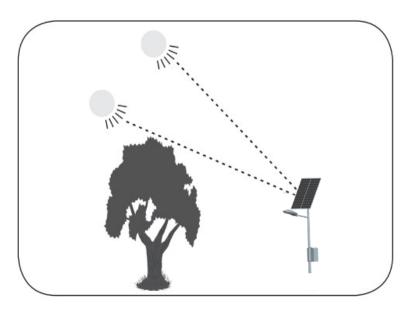
INSTALLATION INSTRUCTIONS

1. INSTALLATION SITE SELECTION

- Choose a site with sufficient sunshine during the day time.
- Make sure the site is free from high trees or buildings that will shade the solar panels during the day.
- There should be no direct light source above the solar panel, or its day/night sensor may not work properly.
- The solar street light should be installed away from any heating source.
- The pole must be installed on sufficient solid ground. Please let us know beforehand if it has to be installed in sandy soil or some other atypical soil.
- If the pole has to be installed close to bodies of water, please make sure the batteries will remain above the water line.



IMPROPER POSITION



PROPER POSITION

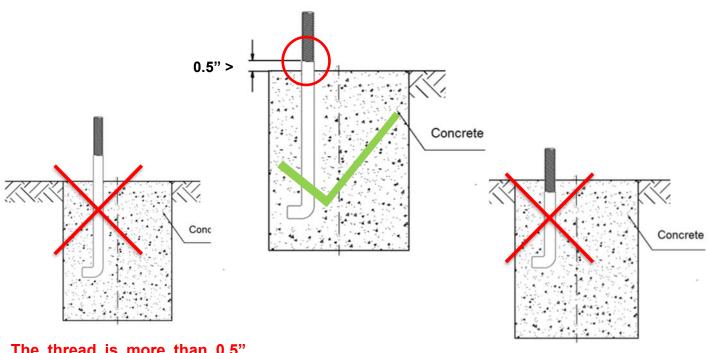
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2. FOUNDATION PREPARATION

- REFER TO CONSTRUCTION PLANS FOR PORTABLE CONCRETE PEDESTAL TYPE INSTALLATION

- A. The foundations should be built by a qualified contractor. The size and design of the foundations in the drawing is a general guideline only. Please consult with a local civil engineer before building the foundations. Please consult with local agencies regarding local soil conditions and the type of concrete to use.
- B. It is recommend to wait at least 7 days for the concrete to dry up.
- C. The PVC tube must be installed within the foundation. The battery wires will be pulled through the tube during installation.
- D. Use the provided foundation template to accurately postion the anchor bolts.
- E. Make sure the anchor bolts are plumbed vertically
- F. Use a hand level to make sure the surface of the foundations is smooth and flat.
- G. Make sure the threads on the bolts are fully exposed and not more than 0.5" above the concrete.
- H. Please use the drawings below as a reference to construct the foundations:
- After pouring the concrete, have proper disposals with the foundation shape and surface on the top must be smooth and level, which ensures the pole be installed vertically on the foundation. A hand level will help you for that part.



The thread is more than 0.5" above the foundations

The thread is not fully exposed

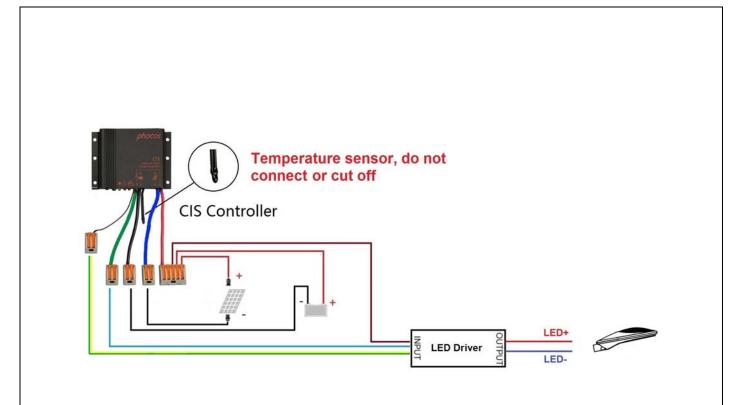
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3. Before installation

As many users have no experience in solar lighting products, it is recommended to study the electrical diagram before proceeding to the installation.



Note

- The positive cable from the solar panel, the batteries, the lamp fixture are all connected to one RED COLOR cable from the controller
- Use terminal blocks to connect fixture extension cable to LED driver/lamp fixture
- Connect parts in following steps:
 - 1. Connect lamp fixture to LED driver
 - 2. Connect LED driver to controller
 - 3. Connect battery to controller
 - 4. Connect solar panel to controller

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4. SYSTEM ASSEMBLY

a) Lean the pole on a rack or any type of support for an easy assembly of the system. Please leave enough space from the ground to the pole for the arm that will connect to the fixture.



b) Installation of the Fixture

- 1. Pulling the cables through the pole and arm:
 - a. Pull the cables for the solar panels and the cables for the fixtures through the pole all the way to the hand hole.



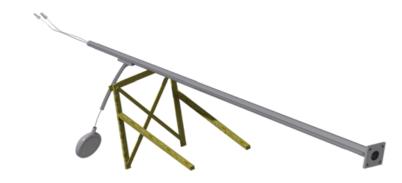
b. Pull the cable to connect the fixture through the arm, and fix the arm to the pole using bolts and



2. Pull the fixture cable through the hole of the fixture's arm (A)



- 3. Connect the extension cable with the LED fixture.
- 4. Slide the fixture onto the arm.



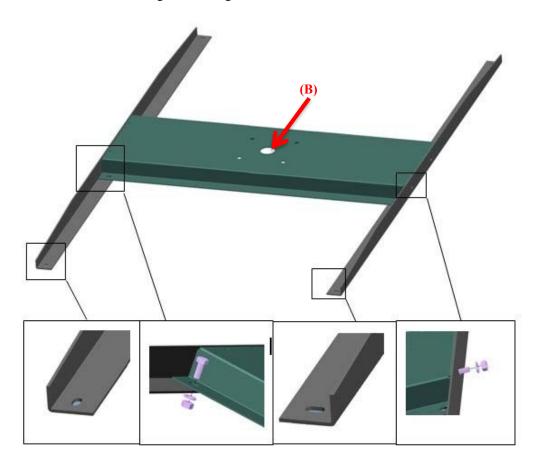
5. Level the fixture and tighten the mounting bolts.





c) Installation of the solar panel and brackets

1. Assemble the mounting brackets together and fix them with bolts and nuts

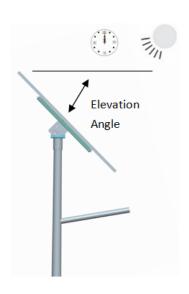




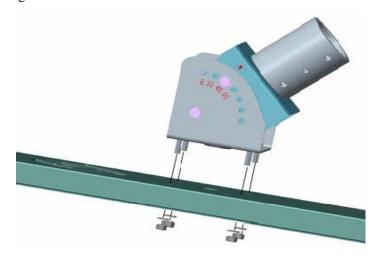
2. Adjust the elevation angle to the adequate inclination degree using the bolts indicated in red on the following drawing. The inclination angle is provided on the quotation from Greenshine, if not please contact Greenshine New Energy.



Latitude	Elevation Angle
0" ~9"	15°
10" ~20"	15° or30°
21" ~45"	30° or 45°
46" ~65"	45° or 60°
65° ~90°	60°

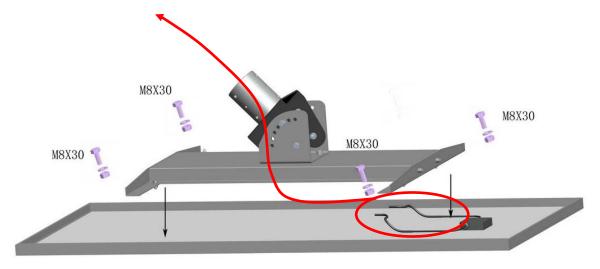


3. Fix the angle frame on to the bracket and fasten the bolts





- 4. Lay on the ground the solar panels with the blue/black side facing the ground. (please protect the area before putting them on the ground)
- 5. Pull the solar panel cables through the assembly you have just completed in step 5, while laying down the assembly on the solar panels.
- 6. Fix the mounting bracket to the solar panels using bolts and nuts.



- 7. Connect the cables from the solar panels to the cables coming from the pole, make sure the waterproof connectors are well connected.
- 8. Use a multimeter to test the voltage of the panels. Please conduct the testing during daytime. The voltage output of the panel should be around 20V (or 40V if there are 2 panels). If the output is 0V, please double-check the connections (Contact Greenshine New energy if the problem persists)
- 9. Slide in the solar panel bracket on the pole.

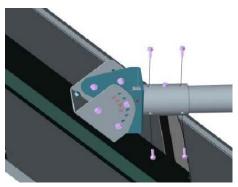


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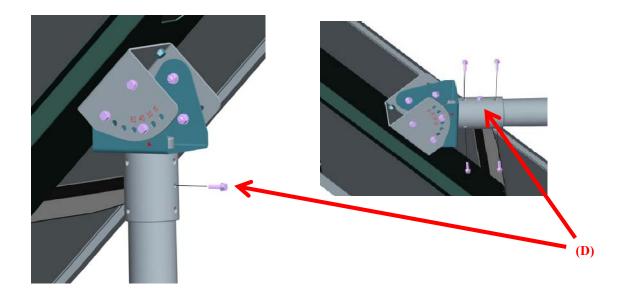
- 10. Adjust the panel direction so it will face the equator once the pole is installed on its foundation.
- 11. Secure the solar panel bracket with 6 bolts so that the panel can't move (the bolts do not penetrate the pole).



12. Find the 4 gauge holes on top of the pole. Each hole is 0.5".



13. Use one of the 4 pre-drilled holes on the pole to secure the attachment of the solar panel assembly to the top of the pole, use the (D) bolt. If none of the 4 pre-drilled holes matches a final orientation of the solar panels towards the equator, please drill a different hole to secure the attachment of the solar panel assembly to the pole. Please be careful not to damage the thread on the panel brackets for the (D) bolt.



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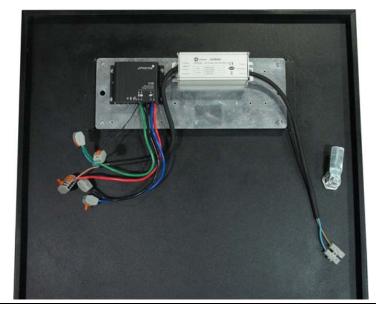
d) Battery installation

Proceed to the installation of the battery box before hoisting the pole on its foundation. The controller connection and battery installation will be performed once the pole has been installed and firmly anchored on its foundation.

1-Pull all the cables through the hole on the pole before mounting the battery box on the pole



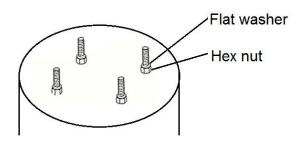
- 3-Pull all the cables through the hole on the battery box
- 4-Mount the stainless steel enclosure onto the pole with U bolts.
- 5-Fix charge controller and LED driver onto the aluminum plate and then fix it onto the rear side of the access door.



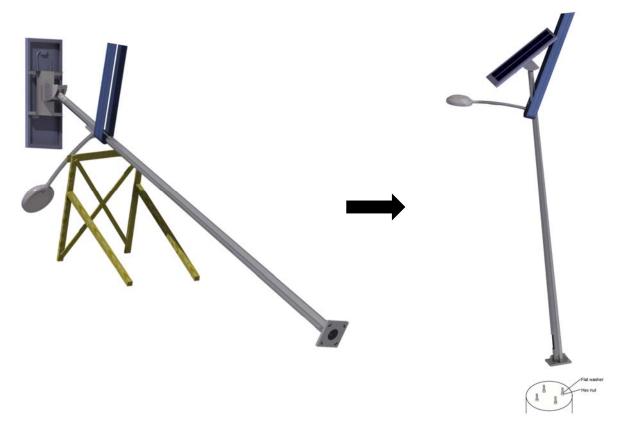


5. POLE HOISTING

- 1. Fix the hex nuts (leveling nuts) and flat washers onto the anchor bolts.
- 2. Two hex nuts and two flat washers for each anchor bolt



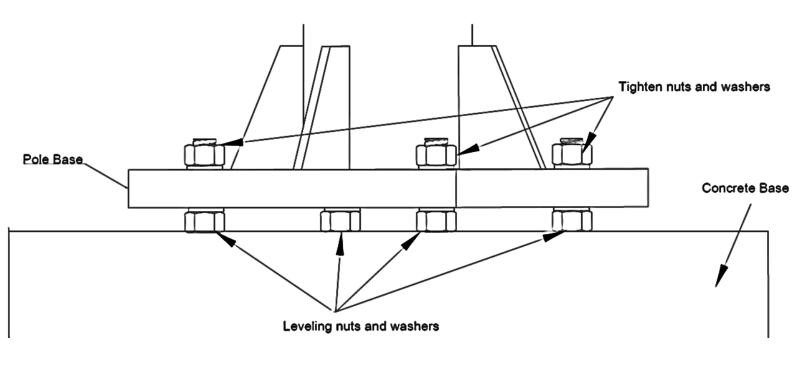
3. Use a crane to lift the pole and put it on its foundation, then fix the pole to its foundation with a hex nut and a flat washer.

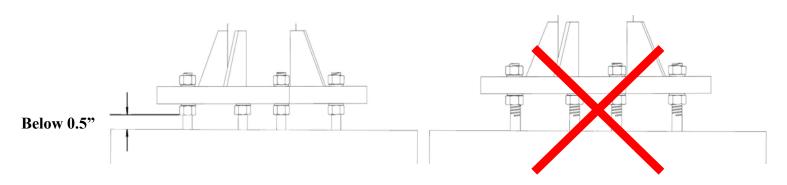


4. Use a hand level to adjust the height of the four leveling nuts and make sure the pole is straight. Use a torque wrench to lock all the nuts.

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The leveling nuts must be as close as possible to the foundations.

5- Simulating night time

Disconnect the solar panel cables to simulate night time. The LED fixture should turn ON after 2-5 minutes, if the fixture does not turn ON please contact Greenshine New Energy for support

- After testing, please reconnect the solar panel cables to the controller, the light fixture will turn OFF after 2-5 minutes

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6. ELECTRICAL CONNECTION

Controller connection (Refer to detailed connection diagram in Appendix 3)			
1- Fix LED driver and controller onto the aluminum plate. Place it into the battery box	2- Connect the LED driver input cables to the controller		
	Note		
	Be careful with the LED driver polarity		
	Be careful with the connection, avoid short circuit!		
3- Connect the LED driver output side to the fixture	4- Connect the battery cables to the controller		
extension cable.			
	Note		
Note	After several seconds, the green indicator on the		
Be careful with the lamp fixture polarity	controller will be constant		
• Be careful with the connection, avoid short circuit!	Be careful with the connection, avoid short circuit!		
5- Simulating night time	6- Connect the solar panel cables to the controller		
• Without connecting the solar panel cables, the LED			
fixture should turn ON after 2-5 minutes, if the fixture	Note		
does not turn ON please contact Greenshine New Energy	• If the solar panel is exposed to strong day light, after 2-5		
for support	minutes, the lamp fixture will turn off automatically.		
	Be careful with the connection, avoid short circuit!		



MAINTENANCE

Greenshine's solar street lights are designed to be essentially maintenance free. However, in certain regions with extreme conditions, some level of maintenance is required to ensure the proper function of the lights. These regions are typically where there is a risk of dust, snow, or ice covering the solar panels and thus reducing the power of the lights. In regions with frequent rain, the tilt angle of the solar panels allow for self-cleaning of dust. However, in places where rain is infrequent, periodic manual cleaning of the panels may be required.

Before the maintenance work, the solar system parts should be disconnected using the following sequence

Disassembly sequence of the solar system components:

- Disconnect the LED driver from the controller
- Disconnect the solar panel from the controller
- Disconnect the battery from the controller

After the maintenance work is done, the solar system components should be re-connected using the following sequence

Assembly sequence of the solar system components

- Connect LED driver to controller
- Connect batteries to controller
- Connect solar panels to controller

Typical maintenance schedule:

- Every Week: Inspection of street lights to ensure all the lights are working. If there are lights which are not lit, perform analysis to find causes and conduct repairs.
- Every 2 Month: Inspect street light panels and clean them which are covered with dust or sand. Use clean water to clean the solar panel from the top to the bottom with soft cleaning cloth.
- Every 5-7 Years: Replace the solar street light batteries if the voltages drop below normal levels. The battery has an expect life of 5-7 years.

Note

- Do not use components from other suppliers for replacement without our approval, as this may cause damage to the lighting system.
- Use a piece of cloth deepened into water to clean the solar panel.
- Do not let the solar panels disconnected from the system under the sun for more than 3 days. That will severely damage them, especially if the solar radiation is strong.
- Avoid short circuiting or damage of solar system parts during maintenance

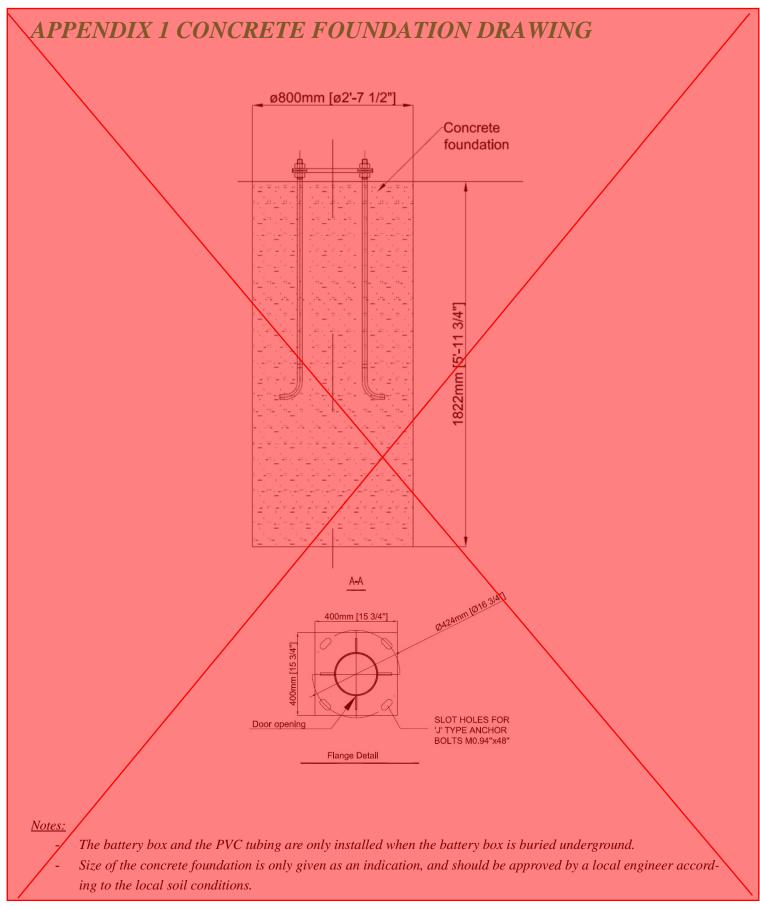
DISCLAIMER

By installing or using any Greenshine product in any way for any purpose, you (the customer) do so at entirely at your own risk. Greenshine and its owners are not responsible for any damages caused by using or installing our products be it personal injury, damage of property, prosecution (from a result of using our products), legal fees or loss of earnings whether the Greenshine product was fitted correctly as per this 'installation guide' or not.

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- REFER TO CONSTRUCTION PLANS FOR PORTABLE CONCRETE PEDESTAL TYPE INSTALLATION

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APPENDIX 2 WAGO CONNECTOR INTRUCTION MANUAL

222 Series

2, 3 or 5 Conductor Compact Connector

28 - 12 AWG

Electrical specs:

(stranded and solid)

600 V (1000 V signs and fixtures)

20 A maximum

Strip length: 9 - 10 mm / 0.37 in Maximum operating temperature: 105° C

For all connections requiring...

- Stranded / solid wires
- Wide range of wire sizes
- · Combination of different wire sizes and types in one connector
- · Small space consumption
- · Built-in test point
- · Protection against electrical shock, touch safe
- Low installed cost and safe operation
- Maintenance-free connection
- · A reusable connector







	Item No.	Pack.–unit pcs	Item No.	Packunit pcs	Item No.	Packunit pcs
	222-412		222-413		222-415	
	222-412/K194-4045	100 pc box (1=100)	222-413/K194-4045	50 pc box (1=50)	222-415/K194-4045	40 pc box (1=40
	222-412/PW05-0005	5 pc blister pack	222-413/PW05-0005	5 pc blister pack	222-415/PW05-0005	5 pc blister pack
			222-413/VE00-2500	2,500 pc bulk bag		
Technical Data						
Approvals	c(U) ₁₅		e (V) _{US}		c(()) (8	
Number of connection points per connector	2		3		5	
Potentials per connector	1		1		1	
Connection type	CAGE CLAMP® Spring pressure connection technology		CAGE CLAMP® Spring pressure connection technology		CAGE CLAMP* Spring pressure connection technology	
Height	14.5 mm/ 0.571 in		14.5 mm/0.571 in		14.5 mm/0.571 in	
Width	12.4 mm/0.488 in		17 mm/0.	669 in	26.6 mm/1.0)47 in
Depth	20.5 mm/0.807 in		20.5 mm/0.807 in		20.5 mm/ 0.807 in	
Color	Gray (w/orange levers)		Gray (w/orange levers)		Gray (w/orange levers)	
Accessories	Item No.	Packunit)		11
Wire cutting and stripping tool (22-10 AWG)	206-130	1				
Operating tool for Series 222	210-101	1				

Easy as 1, 2, 3...



1) Strip wire



2) Push up lever



Operating Tool

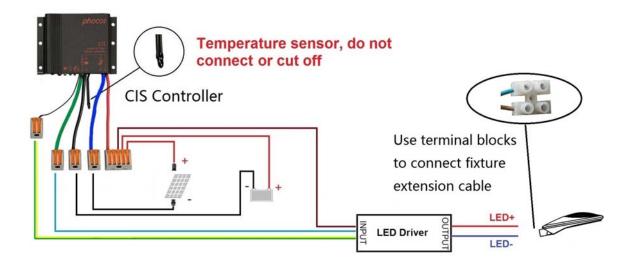
3) Insert conductor and push down lever



4) pull the wire to check the reliability of connection



APPENDIX 3 CONTROLLER CONNECTION DIAGRAM



LED indicator	Status	Function
	0n	Controller connected to the battery, night-time detected
710	Flash	Controller connected to the battery, day-time detected
	Off	No battery connected
	On	Load low/high voltage disconnect(LVD/HVD)
<u></u>	Flash	Load over current protection
	Off	Load OK
7	On	Dimming because of LVD/HVD
	Off	Time controlled dimming
All LED	Green>Red>Green>	Programming

APPENDIX VII PAY STATION INSTALLATION MANUAL



MS1/MS3 Installation/ MS1/MS3 Removal

Published 20 August 2021

Completed by

Martin Plaisance

martin.plaisance@ipsgroupinc.com

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Installation of an IPS Paystation:

The following process is to assist in the installation of an IPS MS1 and/or MS3 paystation.

Step 1.

Identify location for installation of MS1/MS3

Step 2.

Excavate a hole for concrete foundation of approximate size

2 ft. x 2 ft. x 2ft.

(Skip this step if suitable foundation is already in place)

Make provisions for AC power if applicable.

AC power cable shall be located near the center spot of meter installation. Other options available if AC power cannot be in-ground.

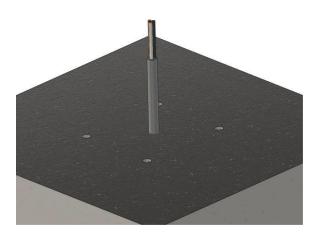
Step 3

Drill 4 holes in concrete to the recommended diameter and depth using a template plate.

5/8" drill bit

Note:

Drilling and installing anchors is usually done on the day of install with machines ready for installation at location. Clean thoroughly with a hole cleaning brush. Remove the debris with a hand pump, compressed air or vacuum

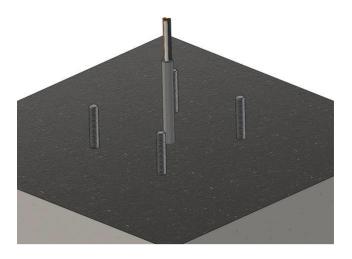


Step 4

Drive in the anchors with a hammer.

Recommended anchors

- 4x Anchor Bolts 5/8" x 6"; male thread stud; SST316

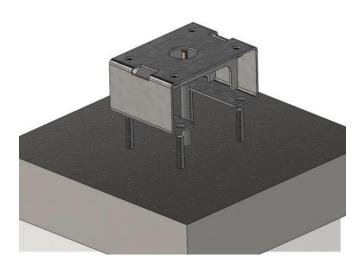


Step 5

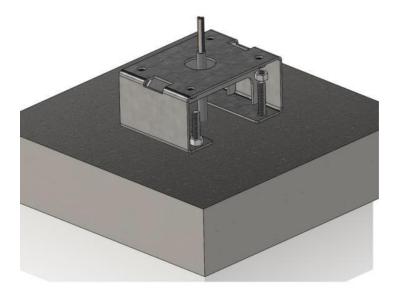
Install MS1 pedestal over 4 bolts.

Check top surface of pedestal for leveling.

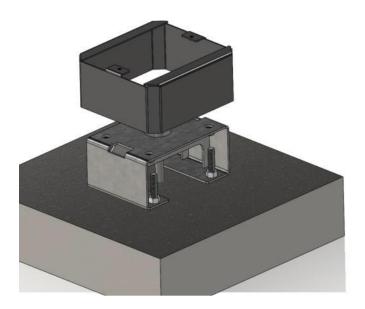
If necessary, level the top surface of the pedestal by removing, adding washers, and recheck for leveling.



Step 6
Secure the MS1/MS3 pedestal to the anchor bolts with 5/8" hex nuts.



Step 7
Assemble the MS1/MS3 plinth over the MS1/MS3 pedestal.

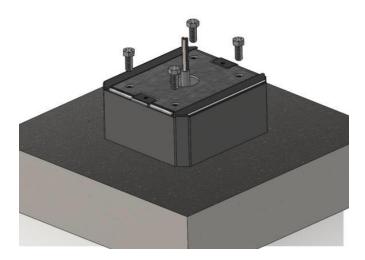


Step 8

Install the IPS paystation over the plinth and pedestal.

Position the paystation over the 4 mounting holes, such that the paystation can be secured in place using the 4 hex bolts.

If applicable, terminate the AC power cable with a junction box in the lower cabinet of the IPS paystation.



If you have further questions on installation of an IPS paystation, please contact customersupport@ipsgroupinc.com

Removal of an IPS Paystation:

The following process is to assist in the removal of an IPS MS1 and/or MS3 paystation.

Step 1

Open the middle outer cabinet door that will give access to the Vault

Step 2

Open the vault door and remove the Cash box, so you have access to the 2 locking bars that are beneath the cash box

Step 3

Remove the 2 locking bars, which will give you access to the lower cabinet door (kick panel)

Step 4

Remove the 2 screws that are holding the lower cabinet door in place (kick panel) in place, then remove the lower cabinet door

Step 5

Unbolt the 4 bolts that are securing the paystation to the pedestal

Step 6

Remove the paystation from the pedestal

Step 7

Remove the plinth from the pedestal then unbolt the pedestal from the 4 anchors securing it to the concreate

Step 8

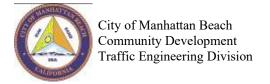
Remove the anchors from the ground by using a cutting tool

(most cities do not require us to patch the 4 holes, but if they do you can use a concreate patching compound available at any hardware store to fill the 4 holes)

If you have further questions on the removal of an IPS paystation, please contact customersupport@ipsgroupinc.com

APPENDIX VIII PROJECT HAUL ROUTE





SITE & PROJECT INFORMATION:

LOT AREA: 13,459 SQ. FT. (0.31 ACRES)

APN: 4179-005-903

LEGAL DESCRIPTION: LOTS 10 THROUGH 14 INCLUSIVE IN BLOCK 92, OF MANHATTAN BEACH NO. 2 IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGES 95 AND 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ZONING DISTRICT: CD AREA DISTRICT: III

EXISTING & PROPOSED USE: COMMERCIAL PARKING FACILITY

SCOPE OF WORK:

PROJECT WILL CONSTRUCT AN INTERIM SURFACE PARKING LOT WITH LANDSCAPING, PARKING LOT LIGHTS, EV CHARGING STATIONS AND TRASH ENCLOSURE, SUBJECT TO CITY COUNCIL RESOLUTION

	INDEX OF DRAWINGS
DWG. NO. D-952	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	GENERAL NOTES
4	GENERAL NOTES & DETAILS
5	GRADING PLAN
6	STRIPING & SIGNAGE PLAN
7	TRASH ENCLOSURE - SITE & UTILITY PLAN
8	TRASH ENCLOSURE - FLOOR & ROOF
9	TRASH ENCLOSURE - FOUNDATION & ROOF FRAMING
10	TRASH ENCLOSURE - SECTIONS & ELEVATIONS
11	TRASH ENCLOSURE - DETAILS
12	STRUCTURAL NOTES
13	STRUCTURAL NOTES & SPECIAL INSPECTION
14	TYPICAL STRUCTURAL DETAILS
15	LANSDCAPE IRRIGATION PLAN
16	LANDSCAPE IRRIGATION CALCULATIONS & NOTES
17	LANDSCAPE IRRIGATION DETAILS
18	LANDSCAPE TREE AND SHRUB PLANTING PLAN
19	LANDSCAPE PLANTING DETAILS & NOTES
20	LANDSCAPE PLANTING DETAILS & NOTES
21	LANDSCAPE SPECIFICATIONS
22	LANDSCAPE SPECIFICATIONS

2022 CALIFORNIA BUILDING CODE;

2022 CALIFORNIA MECHANICAL CODE; 2022 CALIFORNIA PLUMBING CODE;

2022 CALIFORNIA ELECTRICAL CODE;

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE; AND

MANHATTAN BEACH MUNICIPAL CODE (MBMC)

STANDARD PLANS:

CITY OF MANHATTAN BEACH

MBSI-112A-0(ST-2)

COMMERCIAL DRIVEWAY MBSI-116A-0 MBSI-116D-0 COMMERCIAL DRIVEWAY MBSI-120A-0(ST-2)CURB AND GUTTER

MBSI-413A-0 SIGN INSTALLATION SEWER LATERAL CONNECTION & CLEANOUT MBSS-200A-0 MBSI-132A-0(ST-10)STREET EXCAVATION AND PAVEMENT RESTORATION.

120-2 CURB AND GUTTER — BARRIER

<u>CALTRANS</u>

CURB RAMPS

ABBREVIATIONS

CENTER LINE CURB FACE CURB AND GUTTER SIDEWALK GRADE BREAK EDGE OF PAVEMENT ECR END OF CURVE PΒ PULL BOX FINISHED SURFACE FLOW LINE HIGH POINT LOW POINT RETAINING WALL RECLAIMED WATER METER POWER POLE ST. LT. STREET LIGHT TOP OF CURB

TOP OF GRATE

WATER METER

PROPERTY LINE

TELEPHONE MANHOLE

ELECTRIC VEHICLE

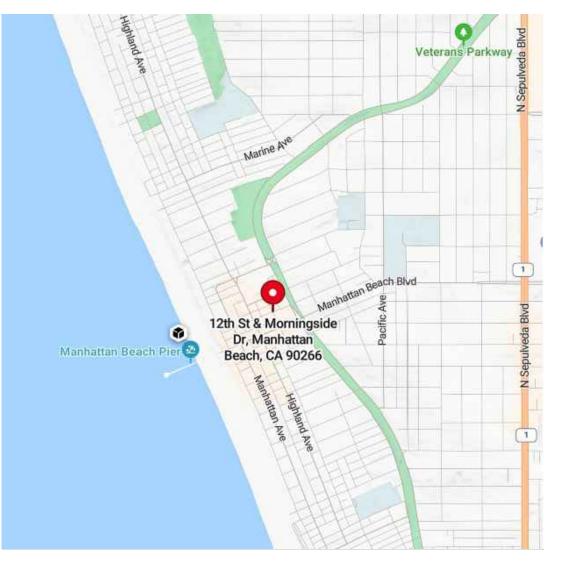
CITY OF MANHATTAN BEACH

PLANS FOR

INTERIM SURFACE PARKING LOT 3 PROJECT 1155 MORNINGSIDE DR.



PUBLIC WORKS DEPARTMENT 3621 BELL AVENUE MANHATTAN BEACH, CALIFORNIA 90266





1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN

DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER,

3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE,

CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND

INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS

SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL

DECLARATION OF DESIGN ENGINEER OF RECORD

Know what's below.
Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE

OF INTENTION TO GRADE OR EXCAVATE,

TWO WORKING DAYS BEFORE YOU DIG.

UNTIL USA AGENCY IS NOTIFIED

SUPPLEMENTAL NOTES:

KIND AT THE CONTRACTOR'S EXPENSE.

EXERCISE CAUTION WHEN EXCAVATING.

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ASSUME FULL RESPONSIBLE CHARGE FOR SUCH DESIGN. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH CHECK DOES NOT, THEREFORE RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. I ALSO HEREBY DECLARE THAT I HAVE COMPARED THESE PLANS WITH ALL APPLICABLE ADA TITLE II REQUIREMENTS FOR DISABILITY ACCESS FOR THIS PROJECT AND THESE PLANS ARE IN FULL COMPLIANCE WITH THOSE REQUIREMENTS.

> Jow Knamard 3/10/25 SIGNATURE DATE

> > No. C57144

►XP.<u>12−31−2025</u>/

(714) 560-8200

TAIT & ASSOCIATES, INC. 701 N. PARKCENTER DRIVE SANTA ANA. CA 92705

REVIEWED BY

DESCRIPTION BY DA REFERENCES PROJECT MANAGER JEFF FIJALKA, PE

M. TODD BROUSSARD, PE

TAIT PROJECT ENGINEER

PROJECT UTILITY CONTACTS

CITY OF MANHATTAN BEACH (FRONT DESK - 24/7)	(310) 80	2-51
CITY OF MANHATTAN BEACH (POLICE DEPARTMENT)	(310) 80)2-51
CITY OF MANHATTAN BEACH (FIRE DEPARTMENT)	(310) 80)2-52
COUNTY SANITATION DISTRICT (COMPTON)	(310) 63	38-11
AT&T (DISTRIBUTION)	(510) 64	45-29
AT&T (TRANSMISSION)	(866) 46	50-63
WEST BASIN MUNICIPAL WATER DISTRICT - FRANK FUCHS	(310) 22	20-54
WEST BASIN MUNICIPAL WATER DISTRICT - INFRAMARK, LLC		
(RECYCLED WATER PIPELINE MAINTENANCE)	(310) 21	L7-24
LA COUNTY PUBLIC WORKS (FLOOD MAINTENANCE)	(562) 30)5-72
CROWN CASTLE (NEXTGLAVEN)	. (800) 65	4-31
SHELL OIL	(310) 81	L6-20
ZENITH ENERGY - STEVEN FRANKS	(562) 21	.6-06
SOUTHERN CALIFORNIA GAS COMPANY (DISTRIBUTION)	(800) 42	27-88
SOUTHERN CALIFORNIA GAS COMPANY (TRANSMISSION)	(562) 80)6-48
SOUTHERN CALIFORNIA EDISON - AUSTIN STEPHENS	(714) 73	37-72
SPECTRUM (TIME WARNER CABLE)	(844) 78	30-60
T-MOBILE - WALTER CALLEJAS	(818) 84	10-08
FRONTIER COMMUNICATION (PREVIOUSLY VERIZON)	(866) 78	38-01

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY THE ENGINEER OF RECORD USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. KNOWN UTILITIES AND OWNERS OF OTHER STRUCTURES HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, THE ENGINEER OF RECORD AND CITY OF MANHATTAN BEACH ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR, BY SIGNING THE CONSTRUCTION CONTRACT FOR THIS PROJECT, ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES WHETHER SHOWN OR NOT ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS OWN INVESTIGATION AND INSPECTION INCLUDING POTHOLING AND SUCH OTHER METHODS HE DEEMS NECESSARY TO ALLOW HIM TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES, REGULATIONS AND CITY STANDARDS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA.

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING SURVEY MONUMENTS AT HIS EXPENSE. MONUMENT RESTORATION/REPLACEMENT TO BE RECORDED.

THE PLANS HAVE BEEN APPROVED BY THE MANHATTAN BEACH DIRECTOR OF PUBLIC WORKS.

DIRECTOR OF PUBLIC WORKS ERICK LEE

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION INTERIM SURFACE PARKING LOT 3

1155 MORNINGSIDE DR.

TITLE SHEET KATHERINE DOHERTY

3-10-25

GENERAL NOTES:

FOR MORE INFORMATION.

- ALL WORK SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF MANHATTAN BEACH, LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LACDPW), STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION AND CALTRANS STANDARDS AS APPLICABLE. ALL WORK SHALL BE SUBJECT TO THE CITY ENGINEER'S ACCEPTANCE AS A CONDITION OF COMPLETION OF WORK BY THE CONTRACTOR.
- WORK NOT DONE IN THE PRESENCE OF THE CITY INSPECTOR IS SUBJECT TO REJECTION.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO TRAVELING PUBLIC.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH PROJECT CONSTRUCTION.
- ANY WALLS, FENCE STRUCTURES AND/OR APPURTENANCE ADJACENT TO THIS PROJECT SHALL BE PROTECTED IN PLACE. IF THE CONTRACTOR'S ACTIVITIES DAMAGE OR ADVERSELY AFFECT SAID ITEMS IN ANY WAY, THE CONTRACTOR IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNER(S).
- ALL DAMAGED AND/OR REMOVED DRIVEWAY APPROACH, P.C.C. SIDEWALK OR CURB AND GUTTER SHALL BE RECONSTRUCTED ACCORDING TO THE CITY OF MANHATTAN BEACH STANDARD DRAWINGS MBSI-110C-1(ST-1), MBSI-112A(ST-2), MBSI-120A(ST-3), RESPECTIVELY (UNLESS NOTED OTHERWISE).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING AND CLEANING OF THE PROPOSED WORK AREA.
- THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC...
- NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED IN WRITING BY THE CITY ENGINEER. SHOULD THE CONTRACTOR REQUEST TO LEAVE THE TRENCHES OPEN A PLAN FOR PROTECTING THE TRENCH AND THE PUBLIC SHALL BE SUBMITTED TO THE CITY ENGINEER IN WRITING FOR APPROVAL BEFORE BEING IMPLEMENTED. PLATING IS REQUIRED.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF THE WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY, THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- ALL TRAFFIC CONTROL DEVICES AND SIGNS SHALL BE IN PLACE PRIOR TO BEGINNING OF EXCAVATION. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER. STREET STRIPING SHALL BE COMPLETED PRIOR TO STREET OPENING.
- CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE, DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS
- DEWATERING OF CONTAMINATED GROUNDWATER, OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.
- THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN 4:30 P.M. AND 7:30 A.M. ON ANY WEEK DAY AND NOT ON SATURDAY, OR SUNDAY, OR HOLIDAYS AT ANY TIME EXCEPT AS APPROVED IN WRITING BY THE CITY ENGINEER.
- CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY/SUBSTRUCTURE CROSSINGS AND WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS BEFORE CONSTRUCTING ANY UTILITIES. THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING UTILITIES/SUBSTRUCTURES ON THESE PLANS AND THOSE FOUND DURING CONSTRUCTION (SEE GENERAL NOTE NO 32).
- THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY FOR BACKFILL SUBJECT TO APPROVAL OF SOILS ENGINEER AND ANY UNUSED MATERIAL SHALL BE REMOVED FROM THE JOB UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL GIVE COURTESY NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.
- 8. THE CONTRACTOR SHALL ADJUST MANHOLES AND VALVE COVERS TO FINISHED GRADE. THE CONTRACTOR SHALL ADJUST, TIGHTEN AND/OR REPAIR MANHOLES, LIDS AND COVERS BY THE END OF EACH WORKING DAY TO ENSURE MINIMAL IMPACT (NOISE AND OTHERWISE) TO ADJACENT PROPERTY
- THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CALIFORNIA (LATEST EDITION) TO THE SATISFACTION OF THE CITY ENGINEER. ALL STREETS IN THE PROJECT SHALL MAINTAIN AT LEAST 2 LANES (1 LANE IN EACH DIRECTION). ALL TRAVEL LANES SHALL BE OPEN BETWEEN 5:00 A.M. AND 8:30 A.M. AND BETWEEN 3:30 P.M. AND 9:00 P.M. ONE TRAVEL LANE IN EACH DIRECTION SHALL BE OPEN AT ALL TIMES BETWEEN 8:30 A.M. AND 3:30 P.M. FLAGGERS MAY BE USED IF ONE LANE IN EACH DIRECTION CAN NOT BE KEPT OPEN WITH THE APPROVAL OF THE TRAFFIC ENGINEER. ALL TRAFFIC LANES SHALL BE OPEN BEFORE AND AFTER WORK HOURS. WHERE NECESSARY, PROPERLY POST "TEMPORARY NO PARKING ANYTIME" SIGNS AT LEAST 72 HOURS BEFORE START OF WORK. THE CONTRACTOR SHALL NOTIFY THE POLICE DEPARTMENT IMMEDIATELY UPON POSTING SIGNS. REFER TO THE CITY OF MANHATTAN BEACH TRAFFIC CONTROL REQUIREMENTS
- USE OF TRENCH PLATING MAY BE APPROVED BY THE CITY ENGINEER UPON SUBMITTAL OF A PLATING PLAN AND APPROVAL OF PLAN BY THE CITY ENGINEER. ALL PLATES SHALL BE FIRMLY SUPPORTED ON ADJACENT PAVEMENT OR BEAMS. ALL PLATES IN A.C. PAVEMENT SHALL BE STUDDED INTO PAVEMENT WITH TOP OF PLATES FLUSH WITH PAVEMENT SURFACE. THERE SHALL BE NO OPENINGS BETWEEN PLATES. PLATES SUPPORTED ON BEAMS SHALL BE BOLTED TO OR WELDED TO BEAMS BY TACK WELDING. TACK WELDING SHALL BE REQUIRED OF CONTIGUOUS PLATES. PLATES SHALL BE SECURED SO AS TO NOT MOVE, SLIP OR SLIDE AND CAPABLE OF CARRYING H-20 LOADING. ALL PLATE SURFACES SHALL BE ROUGHENED OR RAISED TO MINIMIZE TIRE SLIPPAGE. FOR CONCRETE SECTION OF STREETS THE PLATES MAY BE PLACED ON SURFACE AND HELD IN PLACE WITH ASPHALT CONCRETE EDGE BERMS AND STUDS INTO DRILLED HOLES.
- THE CONTRACTOR SHALL PROVIDE A 72-HOUR WRITTEN NOTIFICATION TO AFFECTED PROPERTIES (IN A DOOR-HANGER FORMAT), POLICE DEPARTMENT. AND FIRE DEPARTMENT IN THE EVENT OF A STREET CLOSURE TO TRAFFIC AND/OR PUBLIC SAFETY VEHICLES OR IMPLEMENTATION OF PARKING RESTRICTIONS. THE CONTRACTOR SHALL COORDINATE THE PROJECT WORK AND ASSOCIATED PICK-UP ROUTES WITH THE CITY REFUSE COLLECTION COMPANY (WASTE MANAGEMENT) PRIOR TO THE COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING STREET SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION, INCLUDING RESTORATION, IS IN PROGRESS OR INCOMPLETE.
- 23. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
- 24. A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREETS. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR PAYABLE BY CONTRACTOR
- 25. IN SOME CASES MATCH LINES MAY OVERLAP FROM PLAN SHEET TO PLAN SHEET. CONTRACTOR SHOULD REVIEW PLANS THOROUGHLY.
- 26. ALL PORTIONS OF STREET AFFECTED BY CONSTRUCTION, AS DETERMINED BY CITY ENGINEER, OUTSIDE OF TRENCH INCLUDING T-CUT SHALL BE RESTORED PER CITY OF MANHATTAN BEACH STD DWG MBSI-132A(ST-10). SHOULD ANY LINEAR OR AREA TRENCH JOINT BE LOCATED WITHIN 36" OF AN EXISTING PAVEMENT PATCH AND/OR CURB AND GUTTER ALIGNMENT, THE ADJACENT PAVEMENT SECTION/PATCH MUST BE REMOVED AND REPAVED ALONG WITH THE TRENCH PAVEMENT RESTORATION. ALL STRIPING & PAVEMENT MARKING SHALL BE REPLACED IN EXISTING & IN NEW PAVEMENT. GRINDING TO BE PERFORMED PER CITY ENGINEER INSTRUCTION. ALL TRAFFIC SIGNAL LOOPS DAMAGED BY PROJECT WORK SHALL BE REPLACED IN THEIR ENTIRETY BACK TO CONTROL PANEL. CONTRACTOR SHALL TUNNEL UNDER AND PROTECT IN PLACE STAMPED CONCRETE OR PAVERS, CROSSWALKS, CURB & GUTTERS. SHOULD CROSSWALKS BE DAMAGED ENTIRE CROSSWALK FROM CURB TO CURB SHALL BE REPLACED IN KIND WITHOUT ANY ADDITIONAL COMPENSATION TO THE CONTRACTOR.
- CONTRACTOR AND ALL SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS". PRIOR TO COMMENCING THE EXCAVATION OF A TRENCH 5 FEET IN DEPTH OR GREATER AND INTO WHICH A PERSON WILL BE REQUIRED TO DESCEND, THE CONTRACTOR SHALL FIRST OBTAIN A PERMIT TO DO SO FROM THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA (CAL OSHA) PURSUANT TO 7-10.4.1. CONTRACTOR SHALL SUBMIT A COPY OF THE SHORING PLAN SIGNED AS REQUIRED AND PERMIT TO THE ENGINEER PRIOR TO EXCAVATION.
- 28. THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR'S AND SUBCONTRACTORS' COMPLIANCE WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR OR WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS' "CONSTRUCTION SAFETY ORDERS".
- 29. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE PROJECT SURVEYOR AND FILED WITH THE CITY ENGINEER AND THE COUNTY SURVEYOR.
- CONTRACTOR MUST HOLD A VALID CALIFORNIA CONTRACTOR'S LICENSE FOR THE APPLICABLE SCOPE OF WORK. ALL SUBCONTRACTOR'S MUST BE LICENSED.
- 31. THERE SHALL BE A MINIMUM OF 1 CERTIFIED EMPLOYEE ON SITE AT ALL TIMES OF CONSTRUCTION WITH RED CROSS FIRST AID TRAINING INCLUDING

- CPR TRAINING FOR THIS PROJECT. ALL EMPLOYEES ON THE PROJECT ARE TO HAVE CERTIFIED TRAINING FOR CONFINED SPACE WORK IN VICINITY OF SEWER. COPIES OF THE EMPLOYEE CERTIFICATES SHALL BE PROVIDED TO THE CITY ENGINEER. ALL EQUIPMENT NEEDED TO ENTER CONFINED SPACE/SEWER MANHOLES SHALL BE STORED ON THE PROJECT SITE AND USED FOR ANY AND ALL SUCH INSTANCES.
- 32. BASED ON INFORMATION OBTAINED FROM UTILITY/SUBSTRUCTURE OWNERS POSSIBLE CONFLICT LOCATIONS HAVE BEEN SHOWN ON THE PLANS. HOWEVER. THERE MAY BE OTHER CONFLICT LOCATIONS. THE INFORMATION PROVIDED BY UTILITY/SUBSTRUCTURE OWNERS IN VARIOUS INSTANCES DOES NOT INDICATE DEPTHS TO THEIR FACILITIES. WHERE DEPTH INFORMATION WAS NOT AVAILABLE, ENGINEER HAS PLOTTED THE UTILITIES/SUBSTRUCTURES AT DEPTHS AT WHICH SUCH UTILITIES/SUBSTRUCTURES ARE COMMONLY FOUND. HOWEVER, ENGINEER CANNOT VERIFY SUCH LOCATION AND ENGINEER DID NOT PERFORM ANY POTHOLING. IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT AT NO ADDITIONAL COST TO THE CITY.
- 33. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
- 34. THE CONTRACTOR IS ADVISED TO POTHOLE WHERE HE BELIEVES NECESSARY IN ADVANCE OF OPENING A TRENCH TO VERIFY LOCATIONS OF UTILITY/SUBSTRUCTURES AND ADJACENT WALL FOOTINGS AT NO EXTRA COST TO THE CITY.
- 35. ENGINEER HAS NOT OBTAINED PLANS FOR THE UNDERGROUND FACILITIES OF LOOPS, CONDUITS, ETC. NOR HAVE SUCH FACILITIES BEEN FULLY PLOTTED ON THE PLANS. THE CONTRACTOR IS ADVISED TO LOCATE THE TRAFFIC SIGNAL UNDERGROUND FACILITIES BEFORE EXCAVATION OF THE TRENCH AND PROTECT IN PLACE. CONTRACTOR SHOULD CONTACT THE LOS ANGELES COUNTY'S TRAFFIC SIGNAL MAINTENANCE DEPARTMENT AND COORDINATE THE WORK.
- 36. FOR WORK UNDER ANY EXISTING CONCRETE (PCC) BUS PADS THE CONTRACTOR SHALL REMOVE BUS PAD AND REPLACE AFTER INSTALLATION OF SEWER PIPES (SEE SSPWC FOR DETAILS OF REPLACEMENT BUS PAD). TRENCH LESS METHOD MAY BE USED TO CROSS UNDER BUS PAD.
- 37. FOR ANY UNDER CROSSINGS ENTRY OF APPROACHES TO STORM DRAIN CATCH BASINS CONTRACTOR SHALL TUNNEL UNDER THESE AND SUPPORT APPROACH. UPON INSTALLATION OF SEWER AND COMPACTION OF TRENCH A 2 SACK SAND CEMENT SLURRY SHALL BE PLACED UNDER THE APPROACH.
- 38. IN SHOWING UTILITIES ENGINEER HAS PROVIDED INFORMATION RECEIVED FROM THE UTILITIES. IN SOME CASES SERVICE CONNECTIONS ARE SHOWN. HOWEVER PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE SUCH AND TO PROTECT IN PLACE.
- 39. ABANDONMENT AND/OR REMOVAL OF CONDUITS AND STRUCTURES SHALL BE PER SECTION 306-5 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- 40. LATERALS FOR STORM DRAIN SYSTEM AND EXISTING SEWER MAY BE CONCRETE ENCASED (OVERPOUR). AS PART OF TRENCHING WORK CONTRACTOR SHALL REMOVE AND REPLACE ENCASEMENT (OVERPOUR) AS PART OF UNIT OR FIXED PRICE FOR INSTALLATION OF SEWER.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR:

- ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.
- CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
- UTILITIES: THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND BEST RECOLLECTION OF FACILITY STAFF. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATIONS OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR POTHOLE TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OR PROTECTION OF ALL EXISTING UTILITY LINES.
- THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION OF THE SITE AND SHALL REMOVE AND DISPOSE OF ALL STRUCTURES ABOVE AND/OR BELOW GROUND UNLESS OTHERWISE NOTED. ANY HAZARDOUS MATERIALS ENCOUNTERED SHALL BE HANDLED AND REMOVED AS REQUIRED BY LOCAL AND/OR STATE LAWS AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL EXERCISE DUE CARE TO AVOID DAMAGE TO EXISTING HARDSCAPE IMPROVEMENTS, UTILITY FACILITIES, AND LANDSCAPING FEATURES THAT ARE NOT AFFECTED BY THESE PLANS.
- 6. ALL JOIN LINES SHALL BE SAWCUT ON A NEAT, STRAIGHT LINE PARALLEL WITH THE JOIN. THE CUT EDGE SHALL BE PROTECTED FROM CRUSHING AND ALL BROKEN EDGES SHALL BE RE-CUT PRIOR TO JOINING.
- 7. ALL EXISTING OBJECTIONABLE MATERIALS THAT CONFLICT WITH PROPOSED IMPROVEMENT INCLUDING, BUT NOT LIMITED TO, BUILDING FOUNDATIONS, UTILITIES AND APPURTENANCES, TREES, SIGNS, AND STRUCTURES, ETC. SHALL BE REMOVED AND DISPOSED BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS OTHERWISE INDICATED HEREIN. OR AS DIRECTED BY THE CONSTRUCTION MANAGER
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STREETS FROM DAMAGES CAUSED BY HIS OPERATIONS. ANY CURBS DAMAGED DURING HIS OPERATIONS SHALL BE SAWCUT AND REPLACED AT NO COST TO THE OWNER. ANY EXISTING PAVING IDENTIFIED AS POTENTIALLY NEEDING TO BE REPLACED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL PERFORM AND BE RESPONSIBLE FOR ALL CLEARING AND GRUBBING OPERATIONS AS NECESSARY TO COMPLETE THE WORK, INCLUDING TRANSPORTATION AND DISPOSAL OF ALL MATERIALS, AND ALL ASSOCIATED COSTS.
- 10. DEMOLITION PLAN BY SEPARATE PERMIT.

NPDES NOTES

- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC RIGHT-OF-WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE. DESIGNATED TRUCK WASHOUT AREA REQUIRED.
- 5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION BY RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. ACCIDENTAL DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- 7. THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORM WATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY INSPECTOR).

NS-2DEWATERING OPERATIONS VEHICLE AND EQUIPMENT CLEANING NS-3SC-20 VEHICLE AND EQUIPMENT FUELING PAVING & GRINDING OPERATIONS WM-1MATERIAL DELIVERY AND STORAGE SC-22VEHICLE AND EQUIPMENT REPAIRS WM-2MATERIAL USE EC-2PRESERVATION OF EXISTING VEGETATION WIND EROSION CONTROL WM-4SPILL PREVENTION AND CONTROL WE-1SE-8WM-5SOLID WASTE MANAGEMENT SAND BAG BARRIER SE-10 CONCRETE WASTE MANAGEMENT STORM DRAIN INLET PROTECTION SANITARY / SEPTIC WASTE MANAGEMENT

AMERICANS WITH DISABILITIES NOTES

- 1. ALL SLOPES IN DIRECTION OF TRAVEL SHOWN ON THIS PLAN WERE DESIGNED AT OR BELOW MAXIMUM ALLOWED GRADES BY THE AMERICAS WITH DISABILITIES ACT ACCESS GUIDE (ADAAG), AND THE CALIFORNIA BUILDING CODE (CBC). IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ADAAG AND CBC AND IN THE EVENT THAT A DESIGN QUESTION SHOULD ARISE. OR A FIELD CONDITION PRESENT ITSELF THAT IS DIFFERENT THAN SHOWN ON THESE PLANS, WORK SHOULD CEASE AND THE DESIGN ENGINEER SHALL BE NOTIFIED SO THAT AN ACCEPTABLE SOLUTION CAN BE DETERMINED.
- THE CONTRACTOR IS ADVISED TO CAREFULLY CHECK ALL PHASES OF WORK RELATING TO ADAAG AND CBC ACCESS FOR THIS PROJECT. SINCE THE CODE DOES NOT ALLOW FOR A CONSTRUCTION TOLERANCE, ANY CONSTRUCTION THAT EXCEEDS MAXIMUM OR MINIMUM DIMENSIONS AND SLOPES AS CALLED OUT BY ADAAG AND CBC ARE SUBJECT TO REJECTION BY THE INSPECTOR AND ANY MAY BE REQUIRED TO BE REMOVED AND REPLACED.
- 3. SINCE THE CIVIL ENGINEER OR SURVEYOR CANNOT CONTROL THE EXACT METHODS OR MEANS USED BY THE GENERAL CONTRACTOR OR THEIR SUB-CONTRACTORS DURING THE GRADING AND CONSTRUCTION OF THE PROJECT, THE CIVIL ENGINEER OR SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE FINAL ACCEPTANCE OF ADAAG OR CBC RELATED ITEMS OF THIS PROJECT BY THE INSPECTING AUTHORITY OR OTHER AFFECTED PARTIES.
- 4. COMPLIANCE WITH ADAAG AND CBC CONSTRUCTION REQUIREMENTS AND CALIFORNIA TITLE 24 WILL BE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND HIS SUB-CONTRACTORS.

UTILITY NOTES:

- 1. ALL LANDSCAPE IRRIGATION BACKFLOW DEVICES MUST MEET CURRENT CITY REQUIREMENTS FOR PROPER INSTALLATION.
- 2. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CALL DIG ALERT TO IDENTIFY THE LOCATION OF ALL UTILITIES
- 3. NO DISCHARGE OF CONSTRUCTION WASTEWATER, BUILDING MATERIALS, DEBRIS, OR SEDIMENT FROM THE SITE IS PERMITTED. NO REFUSE OF ANY KIND GENERATED ON A CONSTRUCTION SITE MAY BE DEPOSITED IN RESIDENTIAL, COMMERCIAL, OR PUBLIC REFUSE CONTAINER AT ANY TIME. THE UTILIZATION OF WEEKLY REFUSE COLLECTION SERVICE BY THE CITY'S HAULER FOR ANY REFUSE GENERATED AT THE CONSTRUCTION SITE IS STRICTLY PROHIBITED. FULL DOCUMENTATION OF ALL MATERIALS/TRASH LANDFILLED AND RECYCLED MUST BE SUBMITTED TO THE PERMITS DIVISION IN COMPLIANCE OF THE CITY'S CONSTRUCTION AND DEMOLITION RECYCLING ORDINANCE.
- 4. A CLAY 6" PROPERTY LINE CLEANOUT MUST BE INSTALLED ON A CLAY 6" SANITARY SEWER LATERAL. IF THERE IS NO 6" SEWER LATERAL, THEN A NEW ONE MUST BE INSTALLED. THE PROPERTY LINE CLEANOUT MUST STAY WITHIN THE JOB SITES PROPERTY LINES. SEE CITY STANDARD PLAN ST-5. CLEANOUT MUST BE ADDED TO THE SITE PLAN.
- 5. A BACKWATER VALVE IS REQUIRED ON THE SANITARY SEWER LATERAL IF THE DISCHARGES FROM FIXTURES WITH FLOOD LEVEL RIMS ARE LOCATED BELOW THE NEXT UPSTREAM MANHOLE COVER OF THE PUBLIC SEWER. SEE CITY STANDARD PLAN ST-24. MUST BE SHOWN ON THE PLAN IF APPLICABLE
- 6. IF ANY EXISTING SEWER LATERAL IS USED. IT MUST BE TELEVISED TO CHECK ITS STRUCTURAL INTEGRITY. THE TAPE MUST BE MADE AVAILABLE FOR REVIEW BY THE PUBLIC WORKS DEPARTMENT AND MUST SHOW PROOF OF THE LOCATION OF WHERE IT WAS SHOT. THE PUBLIC WORKS DEPARTMENT WILL REVIEW THE TAPE AND DETERMINE AT THAT TIME IF THE SANITARY LATERAL NEEDS REPAIRING, REPLACED, OR THAT IT IS STRUCTURALLY SOUND AND CAN BE USED IN ITS PRESENT CONDITION. VIDEOING OF LATERAL MUST BE IN ITS ORIGINAL STATE. NO CLEANING FLUSHING OR ALTERING PRIOR TO VIDEOING IS PERMITTED.
- 7. ANY UNUSED WATER OR SANITARY SEWER LATERALS MUST BE ABANDONED AT THE CITY MAIN.
- RESIDENTIAL PROPERTIES MUST PROVIDE AN ENCLOSED STORAGE AREA FOR REFUSE CONTAINERS. THESE AREAS MUST BE CONSTRUCTED TO MEET THE REQUIREMENTS OF M.B.M.C. 5.24.030. THE AREA MUST BE SHOWN IN DETAIL ON THE PLANS BEFORE A PERMIT IS ISSUED.
- 9. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL THE STREET SIGNS, STREET LAMPS/LIGHTS, PARKING METERS, AND/OR TREES AROUND THE PROPERTY. IF THEY ARE DAMAGED, LOST OR REMOVED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE THEM AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ANY STREET MARKINGS THAT ARE DAMAGED OR REMOVED BY THE CONTRACTOR'S OPERATIONS. CONTACT THE PUBLIC WORKS INSPECTOR FOR SIGN SPECIFICATION AND SUPPLIERS.
- 10. THE BACK OF DRIVEWAY APPROACH MUST BE SIX INCHES HIGHER THAN THE FLOW LINE ON THE STREET. M.B.M.C. 9.76.030.
- 11. SIDEWALK, DRIVEWAY, CURB, AND GUTTER REPAIR OR REPLACEMENT MUST BE COMPLETED PER PUBLIC WORKS SPECIFICATIONS. SEE CITY STANDARD PLAN MBSI-110-1(ST-1), MBSI-112A(ST-2), MBSI-120A(ST-3), AND MBSI-132A(ST-10). THE PLANS MUST HAVE A PROFILE OF THE DRIVEWAY, PERCENTAGE (%) OF SLOPE ON DRIVEWAY, AND DRIVEWAY ELEVATIONS FOR EACH SIDE AND THE MIDDLE. IN THE CASE WHERE THE GARAGE LEVEL IS BELOW THE STREET DRAINAGE FLOW LINES, THE COMBINED SLOPE OF PUBLIC AND PRIVATE APPROACH SHALL NOT EXCEED 15% (CITY RECOMMENDS THAT GARAGE FINISH FLOOR ELEVATIONS SLOPE AT 1% MINIMUM TO THE PROPERTY LINE AT THE DRIVEWAY APPROACH WHICH WOULD MINIMIZE POSSIBILITY OF ANY FUTURE FLOODING IN THE GARAGE). CITY PLANS/SURVEYS MUST SHOW ELEVATIONS FOR EACH ADJOINING PROPERTY. NO DEVIATIONS IN ELEVATIONS BETWEEN PROPERTIES SHALL EXCEED MORE THAN 1/4".
- 12. WATER METERS MUST REMAIN ACCESSIBLE FOR METER READERS DURING CONSTRUCTION. WATER METERS SHALL BE PLACED NEAR THE PROPERTY LINE AND OUT OF THE DRIVEWAY APPROACH WHENEVER POSSIBLE. WATER METER PLACEMENT MUST BE SHOWN ON THE PLANS. SEE CITY STANDARD PLAN ST-15.
- 13. IF WATER METER BOX IS DAMAGED DURING CONSTRUCTION, OR THE CITY DETERMINES THAT IT IS IN NEED OF REPLACEMENT, A NEW WATER METER BOX MUST BE PURCHASED FROM THE CITY. THE WATER METER BOX SHALL HAVE A TRAFFIC RATED LID.
- 14. ALL STORM WATER, NUISANCE WATER, ETC. DRAIN LINES INSTALLED WITHIN THE STREET RIGHT OF WAY MUST BE CONSTRUCTED OF DUCTILE IRON PIPE AND LABELED ON THE SITE PLAN. DRAINS MUST BE SHOWN ON PLANS.
- 15. PLAN HOLDER MUST HAVE THE PLANS RECHECKED AND STAMPED FOR APPROVAL BY THE PUBLIC WORKS DEPARTMENT BEFORE THE BUILDING PERMIT IS ISSUED.

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION REVISIONS INTERIM SURFACE PARKING LOT 3 DESCRIPTION BY DA 1155 MORNINGSIDE DR. GENERAL NOTES REFERENCES CITY ENGINEER PROJECT MANAGER JEFF FIJALKA, PE KATHERINE DOHERTY 3-10-25 M. TODD BROUSSARD, PE 3/10/2025

TAIT PROJECT ENGINEER

811

Know what's below.
Call before you dig.

UNTIL USA AGENCY IS NOTIFIED

NO WORK SHALL BE DONE ON THIS SITE

OF INTENTION TO GRADE OR EXCAVATE,

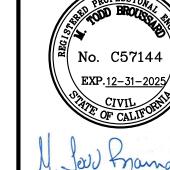
TWO WORKING DAYS BEFORE YOU DIG.

SUPPLEMENTAL NOTES:

THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING Underground utilities. Damaged utilities shall be replaced in KIND AT THE CONTRACTOR'S EXPENSE.

DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE. SEWER. STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.



(714) 560-8200

TAIT & ASSOCIATES, INC.

SANTA ANA, CA 92705

701 N. PARKCENTER DRIVE

REVIEWED BY

Jold Mamard

WATER NOTES: (MUST USE ALL NOTES ON THIS SHEET FOR ALL PLANS)

- GENERAL:

 1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER, FIRE AND POLICE DEPARTMENT AT LEAST 72 HOURS PRIOR TO SHUTTING DOWN ANY WATER MAINS, FIRE

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- THE CONTRACTOR SHALL FIELD VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF GAS, ELECTRICAL, TELEPHONE, TELEVISION, STORM DRAIN, SEWER AND WATER AT ALL INTERSECTIONS PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS. DAMAGED UTILITIES SHALL BE REPLACED IN KIND UNDER THE SUPERVISION OF THE OWNER AT CONTRACTOR'S EXPENSE.
- DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING SEWER, GAS LATERALS AND/OR ELECTRICAL UNDERGROUNDING MAY NOT BE AT LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.
- PRIOR TO SHUT DOWN AND CUTTING OF ANY EXISTING WATER MAIN, ALL EXISTING VALVES SHALL BE EXERCISED BY CITY PERSONNEL. THE CONTRACTOR SHALL NOTIFY THE CITY'S DEPARTMENT OF PUBLIC WORKS, WATER DIVISION INSPECTION SUPERVISOR A MINIMUM OF FOUR DAYS PRIOR TO COORDINATE THE SHUT DOWN OF ANY WATER MAIN.
- CONTRACTOR SHALL PROTECT IN PLACE THE EXISTING SURVEY MONUMENTS DURING WATER MAIN CONSTRUCTION. IF MONUMENTS ARE DESTROYED, THE CONTRACTOR SHALL SURVEY AND RESET RECORDED MONUMENTS.

- ALL D.I.P. WATER LINES AND FITTINGS SHALL BE CEMENT LINED DOUBLE THICKNESS, CLASS 50 PRESSURE CLASS WITH POLYETHYLENE ENCASEMENT AND COMPLY WITH ANSI A.21.51 (AWWA C 151).
- STATIC WATER PRESSURE IN VICINITY IS SHOWN FOR LOW AND HIGH ELEVATIONS ON THE PLANS. (REFER TO TOP OR BOTTOM OF SHEETS)
- PIPE MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THESE CONSTRUCTION DOCUMENTS AND THE MANUFACTURER'S RECOMMENDATIONS. ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES EXCEPT AT POINTS OF CONNECTION TO EXISTING WATER MAINS. THE CONTRACTOR MAY VARY THE GRADE IN THE ALIGNMENT OF THE WATERLINE IF FIELD CONDITIONS WARRANT WITH THE APPROVAL OF THE ENGINEER.
- PIPE DEFLECTIONS SHALL NOT EXCEED 80% OF THE MANUFACTURER'S RECOMMENDED ALLOWABLE DEFLECTIONS FOR DUCTILE IRON PIPE AND FITTINGS INSTALLATION.
- 12. A MINIMUM OF 12—INCHES CLEARANCE BETWEEN THE EXISTING UTILITIES AND PROPOSED PIPELINES SHALL BE MAINTAINED AT CROSSINGS. UTILITIES SHALL BE SUPPORTED AS REQUIRED BY THE ENGINEER AND IN ACCORDANCE WITH APWA STD. DWG. 224-2 AND CITY OF MANHATTAN BEACH STD. DWG. ST-26.
- THE OPEN ENDS OF ALL ABANDONED WATER LINES SHALL BE PLUGGED WITH CONCRETE. THE LOCATION OF THE CONCRETE PLUGS SHALL BE APPROVED BY THE CITY ENGINEER IN THE FIELD.
- ALL EXCAVATIONS FOR THE INSTALLATION OF THE MAIN LINE PIPE AND SERVICES, INSTALLATION OF COMBINATION AIR VACUUM AND AIR RELEASE VALVES, INSTALLATION OF END OF LINE FLUSH-OUTS, AND ABANDONMENT OF EXISTING WATER MAINS SHALL BE BACKFILLED PER CITY OF MANHATTAN BEACH STD. DWG. MBSI-132A(ST-10).

- 15. ALL FITTINGS AND MECHANICAL JOINTS SHALL BE DUCTILE IRON UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER. ALL RESTRAINED JOINTS AS SHOWN SHALL BE CONSTRUCTED WITH RESTRAINTS (MEGALUG OR FIELD-LOK GASKETS).
- ALL DUCTILE IRON TEES AND CROSSES SHALL BE CLASS 350 FLANGE FITTINGS UNLESS OTHERWISE NOTED ON PLANS. ALL OTHER DUCTILE IRON FITTINGS SHALL BE CLASSED 350 WITH PUSH-ON JOINTS UNLESS OTHERWISE NOTED PLANS. PROVIDED FITTINGS WITH ENDS THAT ARE COMPATIBLE WITH MECHANICAL RESTRAINTS WHERE RESTRAINED JOINTS ARE REQUIRED.
- ALL "TEE" INSTALLATIONS SHALL BE PER CITY STANDARDS, UNLESS SHOWN OTHERWISE ON PLANS. 18. CONTRACTOR SHALL FURNISH ALL FITTINGS NECESSARY FOR DEVIATION OF PIPE ALIGNMENT NOT SHOWN ON PLANS.

19. ALL VALVES SHALL BE GATE VALVES. VALVE ASSEMBLIES SHALL BE PER CITY STANDARDS.

- 20. GATE VALVES SHALL BE PLACED WITH OPERATING NUT EITHER NORTH OR WEST OF THE WATER MAIN. ALL VALVES CONNECTING TO TEES, CROSSES AND REDUCERS SHALL HAVE FLANGED OR FLANGED X PUSH-ON ENDS.
- NO VALVE SHALL BE LOCATED WITH A GUTTER OR OTHER CONCRETE DRAINAGE DEVICE, ALLEY GUTTERS, DRIVEWAY AND ALLEY APPROACHES OR SIDEWALKS, UNLESS OTHERWISE SPECIFICALLY APPROVED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL ADJUST ALL VALVE SLEEVES TO FINISH GRADE UPON COMPLETION OF REPAVING. EXISTING PIPE, TEES, CROSSES AND OTHER FITTINGS WHICH INTERFERE WITH THE PROPOSED WATER SYSTEM IMPROVEMENTS SHALL BE REMOVED AND DISPOSED
- OF PROPERLY OR SALVAGED AS DIRECTED BY THE ENGINEER. 25. EXISTING VALVES SHALL BE SALVAGED UNDER DIRECTION OF THE ENGINEER. VALVE CANS SHALL BE REMOVED, BACKFILLED AND PAVED OVER.

- 26. THE CONTRACTOR SHALL CONSTRUCT A COMBINATION AIR/VAC AIR RELEASE VALVE ASSEMBLY PER CITY STANDARDS AT ALL HIGH POINTS IN THE ALIGNMENT WHETHER OR NOT SHOWN ON THESE DRAWINGS.
- CONTRACTOR SHALL CONSTRUCT A BLOW-OFF ASSEMBLY PER CITY STANDARDS AT ALL LOW POINTS IN THE ALIGNMENT WHETHER OR NOT SHOWN ON THESE DRAWINGS.

- 28. ALL FIRE HYDRANTS, VALVES AND OTHER ASSOCIATED FACILITIES SHALL BE LOCATED IN THE FIELD AS DIRECTED BY THE ENGINEER. THE LOCATION SHOWN ON THESE PLANS ARE APPROXIMATE.
- 29. REMOVAL OF THE EXISTING FIRE HYDRANTS WILL INCLUDE CUTTING FIRE HYDRANT BURY TWO FEET (2'-0") BELOW EXISTING GRADE AND BACKFILLING WITH CONCRETE. SALVAGED FIRE HYDRANTS SHALL BE DELIVERED TO THE CITY WATER DIVISION.
- 30. FIRE HYDRANT INSTALLATIONS SHALL INCLUDE NEW 6——INCH LATERALS, VALVES WITH 6" X 6" X 6" OR 8" X 6" X 8" TEE. SEE CITY OF MANHATTAN BEACH STD DWG MBWS-701A(ST-16).

- WATER SERVICES AND METERS:

 1. ALL WATER SERVICES AND FIRE LINES SHALL BE REPLACED FROM THE NEW WATER LINE UP TO THE METER PER DETAILS MODIFIED ST-15 AND ST-22. CONTRACTOR SHALL LOCATE AND FIELD VERIFY ALL WATER SERVICE CONNECTIONS AND FIRE LINE SERVICES SIZES AND LOCATIONS PRIOR TO COMMENCING
- WATER SERVICE SHALL NOT BE CONSTRUCTED LESS THAN 18 INCHES FROM ANOTHER WATER SERVICE AND WATER MAIN JOINT 34. CONTRACTOR SHALL PROVIDE ALL NECESSARY FITTINGS, ADAPTERS, REDUCERS, AND/OR COUPLINGS NECESSARY TO CONNECT TO EXISTING PIPING AND METERS.

- THE CONTRACTOR SHALL POTHOLE ALL TIE IN CONNECTION LOCATIONS. PRIOR TO CONSTRUCTION TO FIELD VERIFY THE ACTUAL SIZE, DEPTH, AND ROUNDNESS THE EXISTING WATER SYSTEM. THE TIE IN WILL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- EXISTING UTILITIES SHALL BE MAINTAINED IN PLACE UNLESS OTHERWISE SHOWN. THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS A MINIMUM DISTANCE OF 200 FEET IN ADVANCE OF WATER MAIN TRENCHING TO DETERMINE THE EXACT LOCATION AND VERIFY THE MATERIAL, SIZE, DEPTH AND ROUNDNESS OF ALL PARALLEL AND CROSSING UTILITIES WITHIN THE ALIGNMENTS OF THE NEW WATER MAIN. PIPE JOINTS SHALL BE DEFLECTED A MAXIMUM 80% OF MANUFACTURER'S RECOMMENDATION TO CLEAR INTERFERENCES WITH KNOWN OBSTRUCTIONS OR OTHER UTILITIES WHICH ARE SHOWN OR NOT SHOWN ON THE PLAN UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY INFORMATION
- GATHERED DEVIATING FROM PLANS SHALL BE CONVEYED TO THE ENGINEER IN WRITING. FAILURE TO COMPLY WITH ANY OF THE ABOVE ITEMS SHALL BE SUFFICIENT CAUSE FOR THE AGENCY TO ARRANGE FOR THE NECESSARY WORK TO BE PERFORMED BY OTHERS. ANY COSTS INCURRED TO COMPLETE THE NECESSARY WORK WILL BE CHARGED TO THE CONTRACTOR.

CONNECTIONS:

REPLACED WATER MAIN TO THE NEW WATER MAIN. THE CONTRACTOR SHALL ALSO PROVIDE ALL REQUIRED TEES, BLIND FLANGES, CAPS, FITTINGS, PIPE AND RESTRAINED JOINT CONNECTIONS REQUIRED TO RECONNECT ALL SERVICES CONNECTIONS TO THE NEW WATER MAIN PER CITY OF MANHATTAN BEACH STANDARDS. WATER AND FIRE SERVICE CONNECTIONS HAVE NOT BEEN SHOWN IN DETAIL FOR PLAN CLARITY.

39. CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES INCLUDING WATER SERVICE AND FIRE PROTECTION SERVICE CONNECTIONS FROM THE ABANDONED OR

- AT CONNECTION POINTS, THE CONTRACTOR SHALL REMOVE INTERFERING EXISTING PIPING AND VALVES AND INSTALL FITTINGS, VALVES AND MAKE UP SPOOL PIECES AND JOIN PIPE ENDS WITH TRANSITION COUPLINGS.
- CONNECTIONS TO EXISTING WATER MAIN SHALL BE ACCORDING TO TYPICAL CITY STANDARDS. REFER TO CONNECTIONS SHOWN ON CITY STANDARDS
- THRUST BLOCK OR RESTRAINING DEVICES SHALL BE INSTALLED ON BOTH SIDES OF ALL FITTINGS, VALVES, PLUGS, AND DEAD ENDS, AND ALL DIRECTION CHANGES. THRUST BLOCKS SHALL BE PER CITY OF MANHATTAN BEACH STD. DWG. (ST-20). THE REQUIRED RESTRAINED LENGTH FITTINGS SHALL BE PER CITY STANDARDS, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
- 44. DUAL PURPOSE COUPLING TRANSITION FITTINGS SHALL BE USED FOR CIP/DIP TRANSITIONS FOR 12" OR LARGER.

<u>RESTRAINTS/THRUST BLOCKS:</u> 45. THRUST BLOCKS SHALL BE CONSTRUCTED PER CITY OF MANHATTAN BEACH STD. DWG. ST-20.

46. ALL NEW AND EXISTING WATER MAINS SHALL BE PROPERLY RESTRAINED BY THE CONTRACTOR DURING CONSTRUCTION AND HYDROSTATIC TESTING. 47. ALL FIRE SERVICE CONNECTIONS SHALL BE RESTRAINED.

- THE CONTRACTOR SHALL DEMONSTRATE TO THE ENGINEER THAT ALL WATER MAINS HAVE BEEN RELIEVED OF ENTRAPPED AIR BY HOLDING HYDROSTATIC PRESSURE IN PIPELINES BEING TESTED A MINIMUM OF 4 HOURS PER AWWA C600.
- 49. ALL WATER LINE INSTALLATIONS SHALL BE FREE OF DEBRIS AND ORGANIC MATERIALS. THE PIPE SHALL BE PRESSURE AND LEAKAGE TESTED, FLUSHED AND CHLORINATED. CHLORINATING SHALL BE IN ACCORDANCE WITH THE STATE OF CALIFORNIA HEALTH DEPARTMENT, CONSISTING OF NOT LESS THAN 50 PPM INITIAL DOSAGE, WITH NOT LESS THAN 25 PPM RESIDUAL DOSAGE AFTER 24 HOURS. INSTALLATIONS SHALL BE FLUSHED AND A 48 HOUR BACTI TEST SHALL BE REQUIRED PRIOR TO PRESSURE TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE ALL BACTERIOLOGICAL TESTING BY A CERTIFIED LABORATORY. THE CONTRACTOR SHALL NOT HAVE CUSTODY OF THE WATER SAMPLES AT ANY TIME. ALL TESTING METHODS AND RESULTS SHALL BE SUBJECT TO APPROVAL BY
- THE ENGINEER PRIOR TO CONNECTING THE NEW WATER MAIN TO THE CITY'S WATER SYSTEM. 50. ALL BACTI AND PRESSURE TESTS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO PLACEMENT OF PERMANENT RESURFACING.

- 51. THE CONTRACTOR SHALL INSTALL BY-PASS LINES AS SHOWN AND PER SPECIFICATIONS. THE MINIMUM BY-PASS PIPING SIZE SHALL EQUAL THE SIZE OF THE MAIN TO BE REPLACED.
- BY-PASS WATER PLANS SHALL BE PROVIDED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER FOR ALL WATER MAINS TO BE REMOVED AND REPLACED PER PLAN. ALL BY-PASS PLANS SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND COORDINATED AND APPROVED WITH THE CITY FIRE

- 53. WHERE THE NEW WATER MAIN REPLACES AN EXISTING MAIN, THE EXISTING MAIN SHALL BE ABANDONED IN PLACE AND THE ENDS SHALL BE FILLED WITH 2 FEET
- MINIMUM OF SLURRY, CAPPED OR PLUGGED PROPERLY AND SECURED WITH CONCRETE PRIOR TO BACKFILLING. 54. REPLACED WATER SERVICES SHALL BE REMOVED.

SEPARATIONS:

- 55. ALL WATER MAIN SEPARATIONS SHALL COMPLY WITH DEPARTMENT OF HEALTH SERVICES GUIDANCE CRITERIA AND DIVISION OF DRINKING WATER (DDW) FOR THE SEPARATION OF WATER MAINS AD NON-POTABLE PIPELINES (LATEST ADDITION) AND CITY OF MANHATTAN BEACH STD. DWG. ST-26. THE MORE STRINGENT OF THE TWO SHALL GOVERN.
- WHEREVER A WATER LINE CROSSES A SEWER LINE, VERTICAL SEPARATION SHALL NOT BE LESS THAN 4 INCHES. WHERE THE SEPARATION IS BETWEEN 4 INCHES AND ONE (1) FOOT, THE CONTRACTOR SHALL INSTALL THE WATER MAIN SO THAT A 16 FOOT SECTION OF PIPE IS CENTERED AT THE SEWER LINE, AND THERE SHALL NOT BE A PIPE JOINT WITHIN 8 FEET. SEE CITY OF MANHATTAN BEACH STD. DWG. ST-26.
- IN AREAS WHERE THE PIPELINE IS INSTALLED ABOVE AN EXISTING STORM DRAIN. THE CONTRACTOR SHALL MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 12 INCHES BETWEEN THE TOP OF STORM DRAIN AND THE BOTTOM OF THE PIPELINE. IF A 12 INCH CLEARANCE CANNOT BE MAINTAINED, PIPE SHALL BE CONCRETE ENCASED ACROSS THE STORM DRAIN, PLUS 3 FEET ON BOTH SIDES. SEE CITY OF MANHATTAN BEACH STD. DWG. ST-26.
- WHERE THE NEW WATER MAIN ENCROACHES WITH 4 FEET OF AN EXISTING SEWER OUTER DIAMETER SPECIAL CONSTRUCTION WILL BE REQUIRED BY CONSTRUCTING A CASING PIPE FOR THE NEW WATER MAIN. SEE CITY OF MANHATTAN BEACH STD. DWG. ST-26.

TRENCHING AND BACKFILLING:

59. NO MECHANICAL EQUIPMENT IS PERMITTED TO OPERATE WITHIN THREE FEET OF A GAS LINE AND ANY CLOSER WORK MUST BE DONE BY HAND.

SEWER NOTES:

- 1. THE CONTRACTOR'S ATTENTION IS CALLED TO CONTRACT SPECIFICATION'S SPECIAL PROVISION, PART 3, SECTION 306-1.2.15 CONVEYANCE OF SEWAGE FLOWS.
- 2. THE LOCATIONS OF EXISTING UTILITIES AND HOUSE LATERALS SHOWN ARE BASED ON CCTV INSPECTIONS AND PREVIOUS RECORDS. IT MAY OR MAY NOT BE ACCURATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND EXPOSE ALL EXISTING LATERALS TO DETERMINE EXACT LOCATION AND DEPTHS TO WHICH THE CONNECTIONS ARE TO BE MADE.
- 3. AN EXISTING SEWER TO BE REPLACED SHALL BE CUT AND PLUGGED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, SECTION 306-5 AND 306-6.
- 4. EXISTING DOWNSTREAM MANHOLES SHALL BE BULKHEADED WITH BRICK AND MORTAR OR PLUGS APPROVED BY THE ENGINEER AT NEW INLET DURING CONSTRUCTION OF NEW UPSTREAM LINES. BRICK AND MORTAR OR PLUG SHALL BE REMOVED IN THE PRESENCE OF THE ENGINEER DURING CLEARING OF THE FIRST UPSTREAM SECTION OF THE NEW SYSTEM.
- 5. THE NEW MAIN AND LATERALS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH SECTION 306.1.4.4 OF THE STANDARD SPECIFICATIONS.
- MANHOLE FRAMES AND COVERS SHALL HAVE NO LOCKING FEATURES AND CONFORM TO THE CITY OF MANHATTAN BEACH STANDARD DWG. MBSS-210A (ST-19). A FOUNDRY IDENTIFICATION MARK SHALL BE LOCATED ON THE BOTTOM OF THE COVER AND INSIDE THE FRAME.
- 7. WHENEVER THE INVERT ELEVATION OF THE EXISTING AND THE NEW SEWER ARE THE SAME, THE LATERALS SHALL BE ANGLED TOWARD THE DOWNSTREAM DIRECTION AT THE MAXIMUM SLOPE POSSIBLE.
- 8. THE CONTRACTOR SHALL ADJUST ALL NEW SEWER MANHOLE FRAME COVERS TO FINISHED PAVEMENT GRADE.
- ALL LATERAL LOCATIONS SHALL BE CLEARLY MARKED WITH A 2 INCH HIGH "S" CHISELED IN THE CURB FACE BY THE CONTRACTOR, WITH EXCEPTION AT PRIVATE IMPROVEMENTS IN ENCROACHMENT AREAS.
- 10. STATIONS SHOWN THUS 0+00 AS SHOWN ON THE PLAN AND PROFILE ARE SEWER STATIONS FROM RECORDED DRAWINGS AND ARE INDEPENDENT OF STREET STATIONS AND ARE STATIONS ALONG CENTERLINE OF SEWER. THESE MAY VARY FROM CCTV DERIVED DISTANCES.
- 11. SEWER LINE DISTANCE SHOWN IN PLAN AND PROFILE IS THE HORIZONTAL DISTANCE MEASURED BETWEEN MANHOLES.
- 12. SEWER MAIN CONSTRUCTION SHALL BE MONITORED BY VIDEOTAPE EQUIPMENT & THE VIDEOTAPE SHALL BE PROVIDED TO CITY ENGINEER.
- STATIONING IS TO SHOW ON VIDEOTAPE. MANHOLE CONES FOR REPLACEMENT MANHOLES SHALL BE SET STRAIGHT SIDE UPSTREAM. MANHOLE STEPS SHALL BE MADE OF STEEL
- REINFORCED POLYPROPYLENE. 14. ALL VCP AND FITTINGS SHALL BE CLASS DESIGNATED "EXTRA-STRENGTH" AND TESTED IN ACCORDANCE WITH ASTM C-700 AND PER CITY
- 15. IF A POWERPOLE IS WITHIN THREE FEET OF THE SEWER, THE SEWER SHALL BE ENCASED PER LACDPW STANDARD PLAN 2023-2, CASE II, TWO
- FEET ON EACH SIDE FROM THE POINT OF INTERFERENCE. 16. ALL JOINTS BETWEEN VITRIFIED CLAY PIPE AND OR PVC SEWER PIPE SHALL BE MADE WITH A RUBBER SLEEVE JOINT, TYPE "D" (WITH BUSHING IF NECESSARY) PER "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" SECTION 208-2.
- 17. WYE FITTINGS SHALL BE USED FOR LATERAL CONNECTIONS TO THE MAINLINE SEWERS EXCEPT AS NOTED.
- 18. NEW PIPE AND NEW MANHOLE BEDDING SHALL BE INSTALLED PER CITY OF MANHATTAN BEACH STANDARD DWG MBSI—132A (ST—10).
- 19. CONTRACTOR TO COAT OUTSIDE OF ALL NEW SANITARY SEWER MANHOLES WITH WATERPROOF MEMBRANES.
- 20. ALL NEW SANITARY SEWER MANHOLE FRAMES AND COVERS SHALL BE WATERTIGHT.
- 21. PRIOR TO ACCEPTANCE OF ANY SANITARY SEWER LINE BY THE CITY OF MANHATTAN BEACH, AN INSPECTION OF SAID LINE BY VIDEO INCLUDING MANHOLES SHALL BE REQUIRED PER PROVISIONS OF SECTION 500-1.1.15 OF THE SSPWC. THE RESULTS OF THE VIDEO AND MANDREL INSPECTION SHALL BE RECORDED IN DVD FORMAT AND A COPY SHALL BE PROVIDED TO THE CITY. THIS INCLUDES REPAIRED,LINED & REPLACED SEWERS.
 - PRIOR TO THE ACCEPTANCE OF ANY SANITARY SEWER LINE BY THE CITY OF MANHATTAN BEACH AN INSPECTION OF SAID LINE BY VIDEO SHALL BE REQUIRED AS PART OF COST FOR PROJECT TO THE CITY. ALL NEW REPAIRED & LINED SEWERS SHALL BE VIDEO INSPECTED. THE CCTV INSPECTION SHALL BE COMPLETED BY A CERTIFIED NATIONAL ASSOCIATION OF SEWER SERVICE COMPANY (NASSCO). PIPELINE ASSESSMENT AND CERTIFICATION PROGRAM (PACP) SHALL BE PERFORMED BY TRAINED OPERATORS(S) USING ESTABLISHED PACP CODING AND OBSERVATIONS. THE RESULTS OF THE VIDEO INSPECTION SHALL BE RECORDED IN DVD FORMAT AND A COPY SHALL BE PROVIDED TO THE CITY DEPARTMENT OF PUBLIC WORKS FOR REVIEW AND APPROVAL. ANY NOTED DEFICIENCIES SHALL BE CORRECTED, THEN FOLLOWED BY A POST CORRECTION VIDEO TO BE SUBMITTED FOR REVIEW AND APPROVAL. THE CONTRACTOR OF THE PROJECT SHALL NOTIFY THE CITY OF MANHATTAN BEACH IN WRITING AT LEAST 48 HOURS (2 WORKING DAYS) IN ADVANCE OF THE SCHEDULED DATE AND TIME OF ANY VIDEO INSPECTIONS.
- 22. THE CONTRACTOR SHALL CHECK EACH LATERAL FOR THE PRESENCE OF A BACKWATER VALVE. WHICH SHALL BE REPLACED IF DAMAGED.
- 23. THE CONTRACTOR SHALL REVIEW CCTV TO LOCATE EXISTING SEWER LATERALS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 24. WHERE KNOWN, LOCATIONS OF SEWER LATERALS ARE SHOWN ON PLANS. HOWEVER, CONTRACTOR SHALL RECONNECT ALL FOUND LATERALS.
- 25. AS DIRECTED BY THE ENGINEER, CONTRACTOR SHALL SALVAGE ALL EXISTING MANHOLE COVERS AND FRAMES AND DELIVER THEM TO THE CITY
- 26. CONNECTION TO EXISTING CITY MANHOLES, WHERE STUBS DO NOT EXIST OF CORRECT SIZE, SHALL BE DONE BY CORE DRILLING.
- 27. MAINTAIN SEWER FLOW AT ALL TIMES DURING CONSTRUCTION IN SEWER MAINS AND LATERALS BY USE OF BYPASS SYSTEM INCLUDING PUMIPING. 28. ANY EXISTING BACKWATER VALVE BWV SHALL BE REPLACED AS PART OF THIS PROJECT. INSTALL NEW BWV WHERE REQUIRED PER SECTION 710 OF THE PLUMBING CODE.

ROADWAY RECONSTRUCTION GENERAL NOTES:

SUPPLEMENTAL NOTES:

INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

Know what's below.
Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE

OF INTENTION TO GRADE OR EXCAVATE,

TWO WORKING DAYS BEFORE YOU DIG.

UNTIL USA AGENCY IS NOTIFIED

- CURB AND GUTTER AND RAMP TO BE REPLACED TO MATCH EXISTING AND IN ACCORDANCE WITH CITY STANDARD DRAWING AND "GREEN BOOK" STANDARDS.
- 2. JOIN NEW CURB AND GUTTER TO ASPHALT PAVEMENT PER DETAILS SHOWN OR REFERENCED. CONSTRUCT CURB AND GUTTER PER THE "GREEN BOOK" STD PLAN 120-2 AND CITY REQUIREMENTS UNLESS OTHERWISE SHOWN.
- 3. JOIN NEW ASPHALT PAVING TO CURB AND GUTTER PER DETAILS SHOWN OR REFERENCED. PRIME ALL AREAS TO BE JOINED. SAW CUT ALL CONCRETE AND ASPHALT PAVING TO BE JOINED PRIOR TO DEMOLITION AND REMOVALS.
- ANY NEW CURB AND GUTTER CONSTRUCTED AT EXISTING ASPHALT WEARING COURSE SHALL BE JOINED WITH A MINIMUM SIX INCH NOTCH PER STANDARD DETAIL.
- DRIVEWAY APPROACHES DISTURBED BY THE WORK SHALL BE REPLACED PER DETAILS HEREIN OR GREEN BOOK STANDARDS.
- STREET EXCAVATION AND PAVEMENT RESTORATION SHALL BE PER CITY OF MANHATTAN BEACH STANDARD DRAWING MBSI-132A (ST-10) AND ALL REFERENCED STANDARDS. AC SHALL BE SAW CUT. ALL STREET TRENCHING SHALL RE RESTORED USING "T" CUT.
- PCC STREET EXCAVATION AND PCC PAVEMENT RESTORATION IN PCC ROADWAY AND WALKING STREETS SHALL BE EXTENDED TO THE SCORE LINES IN THE PAVEMENT. ALL SECTIONS TO BE REMOVED SHALL BE SAW CUT PRIOR TO DEMOLITION AND REMOVAL. NEW PCC SHALL BE CONSTRUCTED ON NATIVE SUBGRADE COMPACTED TO 90%. FINISH SHALL MATCH CITY SIDEWALK STANDARDS OR AS DIRECTED BY THE ENGINEER. EXPANSION JOINTS AND CONTRACTION JOINTS AS DIRECTED BY THE ENGINEER, AND AT MAXIMUM OF 20 FEET. SCORE PATTERN AS DIRECTED.
- MANHOLE FRAME AND COVERS, UTILITY VAULTS, VALVE BOXES, AND OTHER UTILITY ACCESS STRUCTURES SHALL BE ADJUSTED TO MATCH FINISH SURFACE IN ACCORDANCE WITH STANDARD SPECIFICATIONS, CITY, AND COUNTY REQUIREMENTS.
- 9. BLUE REFLECTORS SHALL BE INSTALLED ON THE ROADWAY SURFACE AT THE REQUIRED LOCATIONS TO INDICATE THE LOCATION OF EACH HYDRANT. REFLECTORS SHALL BE IN ACCORDANCE WITH FIRE DEPARTMENT REGULATIONS.
- 10. THE EXISTENCE AND LOCATION OF MANHOLE, UTILITIES, VAULTS, BOXES, WATER METERS, VALVES AND OTHER STRUCTURES AND UTILITIES HAVE BEEN DETERMINED FROM AVAILABLE RECORDS AND SURFACE SURVEY PERFORMED. THESE ARE TO BE PROTECTED AND RESTORED/REPLACED IF DAMAGED OR DISTURBED AT CONTRACTOR'S SOLE EXPENSE.
- 11. TRAFFIC STRIPING AND PAVEMENT MARKING REPAIR SHALL BE THERMOPLASTIC AS SPECIFIED, PER CAL TRANS 84 AND PER CITY REQUIREMENTS.
- 12. THICKNESS OF PAVEMENT SHOWN IN THE PAVEMENT RESURFACING SCHEDULE APPLIES WITHIN THE LIMITS OF EXCAVATION. THE CONTRACTOR SHALL NOTE THAT FAILED PCC PAVEMENT SUBGRADE MAY BE PRESENT. THE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO PAVEMENT OUTSIDE THE LIMITS OF EXCAVATION AS A RESULT OF HEAVY TRAFFIC LOADING AND/OR INADEQUATE SHORING.

13. STRAND WALKWAY SHALL BE RECONSTRUCTED IN FULL PANEL FROM JOINT TO JOINT. RESURFACING PAVEMENT SECTION SHALL BE FULLY REINFORCED AND DOWELED INTO EXISTING PAVEMENT WITH #4-EPOXY COATED REBAR @ 12" O.C. EACH WAY (MIN. 6" EMBEDMENT).

14. ALL WALKWAY RESURFACING SHALL MATCH EXISTING FINISHES TO THE SATISFACTION OF THE ENGINEER.

GENERAL SIGNAGE AND STRIPING NOTES:

- 1. ALL REQUIRED STRIPING AND SIGNAGE SHALL CONFORM WITH THE LATEST APPLICABLE CALTRANS STANDARD PLANS AND LATEST CALTRANS STANDARD SPECIFICATIONS, INCLUDING SECTION 84 AND CITY AND COUNTY STANDARDS AND REQUIREMENTS.
- 2. COMPLY WITH ALL MARKING REQUIREMENTS OF AGENCY HAVING JURISDICTION. PAVEMENT LEGENDS SHALL CONFORM TO CITY OR AGENCY STENCILS. SIGNS, STRIPES, AND PAVEMENT LEGENDS SHALL BE REFLECTORIZED.
- 3. TRAFFIC STRIPING AND PAVEMENT MARKING SHALL BE THERMOPLASTIC IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS SECTION 84 AND PROJECT BID DOCUMENTS.
- 4. REPLACE ALL SIGNAGE AND STRIPING DAMAGED BY THE WORK IN KIND WITH NEW PER CITY, AGENCY, JURISDICTION REQUIREMENTS.

TRAFFIC CONTROL REQUIREMENTS:

- 1. THE CONTRACTOR SHALL OBTAIN A CITY PERMIT FOR WORK PERFORMED IN THE RIGHT-OF-WAY, AND PROVIDE THE CITY WITH GENERAL LIABILITY INSURANCE IN THE AMOUNT OF \$2,000,000.00, NAMING THE CITY AS ADDITIONALLY INSURED.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING WORK ON A PUBLIC STREET TO INSTALL AND MAINTAIN THE TRAFFIC CONTROL DEVICES ACCORDING TO THE "WORK AREA TRAFFIC CONTROL HANDBOOK", LATEST EDITION, OR CALIFORNIA MUTCD, TO INSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND PROVIDE MAXIMUM PROTECTION AND SAFETY TO CONSTRUCTION WORKERS. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL PRIOR TO START OF WORK FOR ANY CONDITIONS NOT COVERED BY THE WATCH OR CA MUTCD.
- 3. FLASHING ARROW BOARD(S) ARE MANDATORY FOR LANE CLOSURES ON MAJOR STREETS. THEY SHALL OPERATE UNTIL TRAFFIC CONTROL IS
- 4. ALL TRAVEL LANES SHALL BE OPEN BETWEEN 5:00 A.M. AND 8:30 A.M. AND BETWEEN 3:30 P.M. AND 9:00 P.M. ONE TRAVEL LANE IN EACH DIRECTION SHALL BE OPEN AT ALL TIMES BETWEEN 8:30 A.M. AND 3:30 P.M UNLESS OTHERWISE INDICATED ON PLAN. FLAGGERS MAY BE USED IF ONE LANE IN EACH DIRECTION CAN NOT BE KEPT OPEN WITH THE APPROVAL OF THE ENGINEER. ALL TRAFFIC LANES SHALL BE OPEN BEFORE AND AFTER WORK HOURS.
- 5. ALL OPEN TRENCHES SHALL BE COVERED WITH NON-SKID STEEL PLATES OR TEMPORARY ASPHALT PAVEMENT BEFORE AND AFTER WORK HOURS.
- 6. ALL SIGNS, DELINEATORS, BARRICADES, ETC., SHALL CONFORM TO THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS LATEST EDITION, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION "MANUAL OF TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES: (LATEST EDITION), AND THE "WATCH", LATEST EDITION. ALL BARRICADES SHALL BE EQUIPPED WITH FLASHING/STEADY BURN WARNING LAMPS AT NIGHT. ALL CONES, DELINEATORS, BARRICADES, AND "K" RAIL SHALL BE REFLECTORIZED. ALL TRAFFIC CONTROL SHALL BE KEPT IN THEIR PROPER POSITION AT ALL TIMES, AND SHALL BE REPAIRED, REPLACED, OR CLEANED AS NECESSARY TO PRESERVE THEIR APPEARANCE AND CONTINUITY. ANY DEVICES NOT PART OF THE REQUIRED TRAFFIC CONTROL OR DETOURS SHALL BE REMOVED FROM THE VIEW OF THE TRAVELLING PUBLIC IMMEDIATELY.
- 7. THE CONTRACTOR SHALL NOTIFY THE MTA BUS STOPS AND ZONES DISPATCHER AND ANY OTHER AFFECTED TRANSIT SERVICES AT LEAST TWO WORKING DAYS PRIOR TO CONSTRUCTION.
- 8. WHERE NECESSARY, PROPERLY POST "TEMPORARY NO PARKING ANYTIME" SIGNS AT LEAST 72 HOURS BEFORE START OF WORK. THE CONTRACTOR SHALL NOTIFY THE POLICE DEPARTMENT IMMEDIATELY UPON POSTING SIGNS.
- 9. VEHICULAR AND PEDESTRIAN ACCESS TO ADJACENT PROPERTIES SHALL BE PROVIDED AT ALL TIMES. CLOSED SIDEWALKS SHALL BE POSTED WITH "SIDEWALK CLOSED" SIGNS AT EACH APPROACH TO THE CLOSURE AND AN APPROVED ALTERNATE ROUTE PROVIDED.
- 10. PROTECT TRAFFIC SIGNAL DETECTORS IN PLACE OR REPLACE WITHIN 5 CALENDAR DAYS OF FINAL PAVING. ALL DETECTORS DAMAGED BY THE WORK SHALL BE REPLACED TO THE STANDARDS OF THE CITY PUBLIC WORKS DEPARTMENT.
- 11. NOTIFY PUBLIC WORKS INSPECTOR (310) 802-5306, AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION IN RIGHT-OF-WAY. NOTIFY FIRE AND POLICE DISPATCH (310) 802-5103 PRIOR TO STARTING WORK OR CLOSING LANES/STREETS EVERY DAY.
- 12. ANY REVISIONS TO THE TRAFFIC CONTROL PLANS OR REQUIREMENTS SHALL BE APPROVED BY THE ENGINEER.

MANHALIAN PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION REVISIONS INTERIM SURFACE PARKING LOT 3 DESCRIPTION BY DA 1155 MORNINGSIDE DR. GENERAL NOTES REFERENCES ROJECT MANAGER CITY ENGINEER KATHERINE DOHERTY JEFF FIJALKA, PE DRAWING NO 3-10-25 M. TODD BROUSSARD, PE 3/10/2025

SHEET 3 OF

TAIT PROJECT ENGINEER

THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING Underground utilities. Damaged utilities shall be replaced in KIND AT THE CONTRACTOR'S EXPENSE. DUE TO INDIVIDUAL LOT IMPROVEMENTS. THE EXISTING WATER. SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

No. C57144 \ EXP.<u>12-31-2025</u>/ Jold Mamard TAIT & ASSOCIATES, INC.

SANTA ANA, CA 92705

(714) 560-8200

701 N. PARKCENTER DRIVE

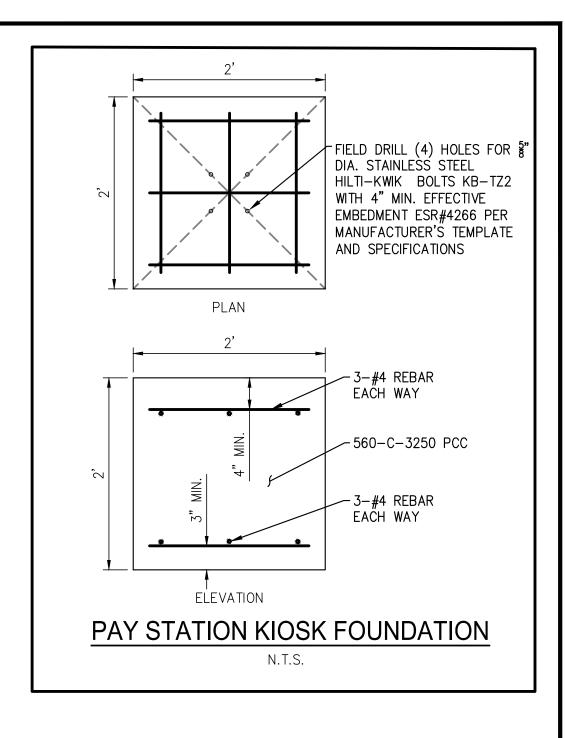
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3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE. SEWER. STORM DRAIN AND WATER AT ALL INTERSECTIONS AND

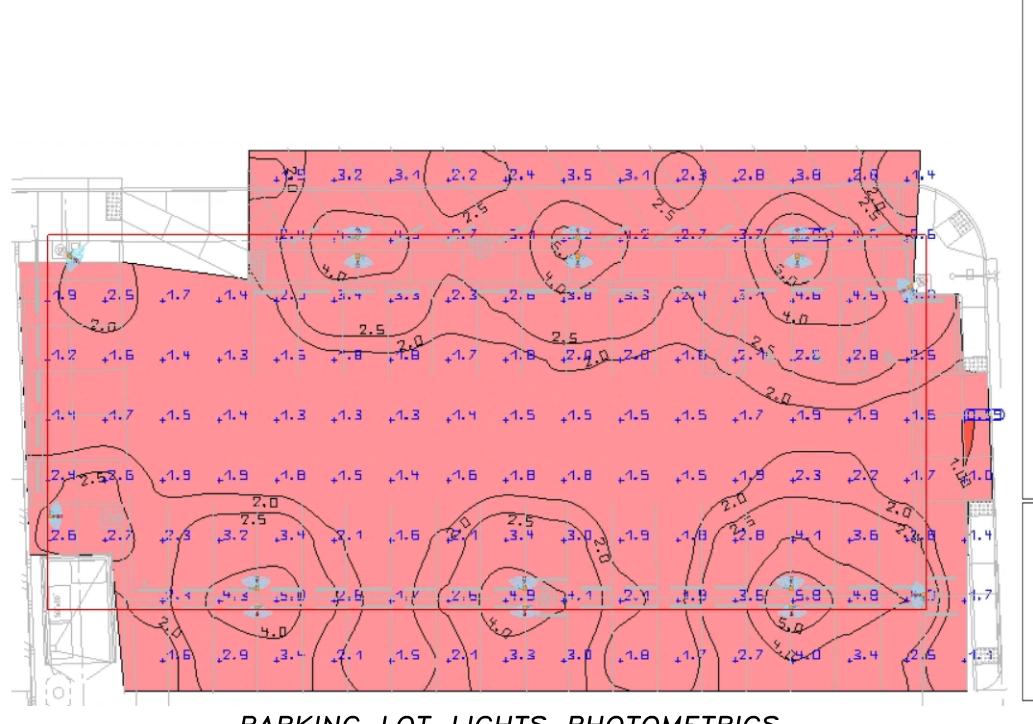
GRADING GENERAL NOTES:

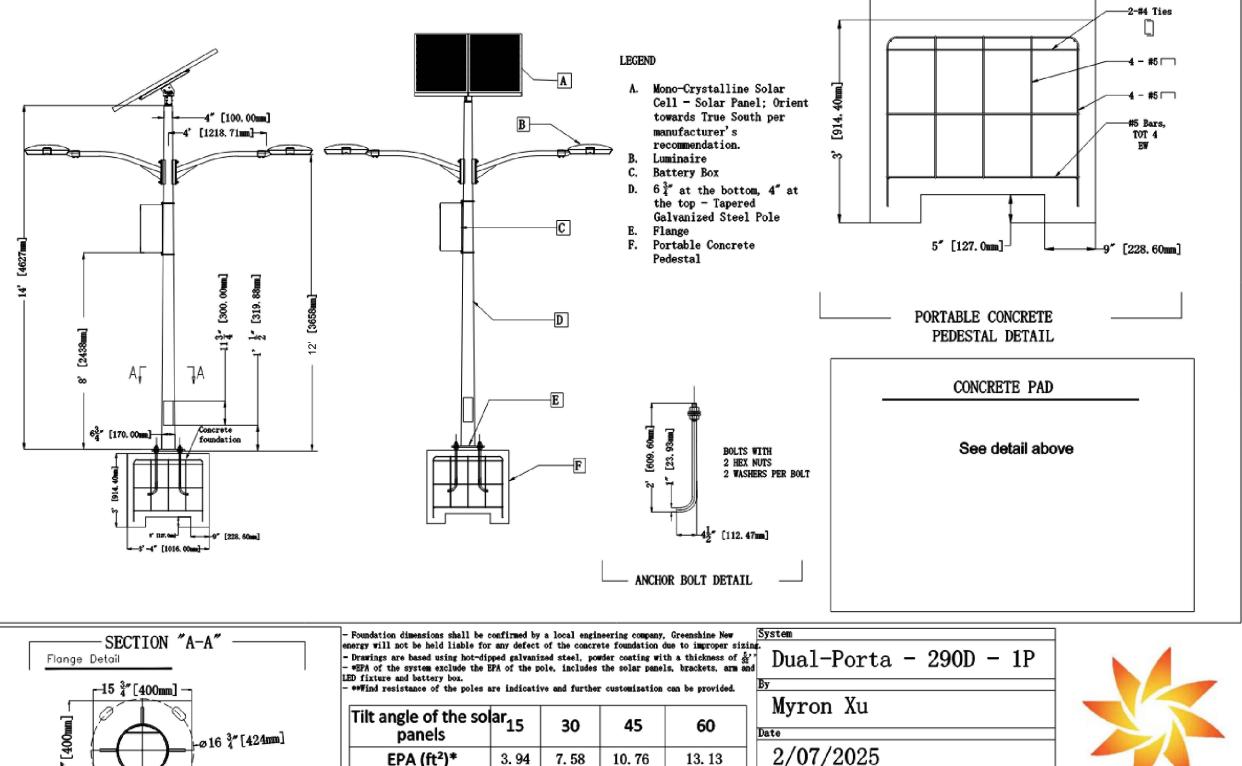
- I. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST ADOPTED VERSION AND AMENDMENTS OF THE CALIFORNIA BUILDING CODE. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE APPLICABLE CITY/COUNTY STANDARDS AND STANDARD SPECIFICATIONS, LATEST ADOPTED EDITION AND AMENDMENTS. IF THERE IS A CONFLICT BETWEEN CODES, THE CONTRACTOR WILL NOTIFY THE CIVIL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING AND DISPOSAL OF THE PROPOSED WORK AREA, THE CONTRACTOR SHALL DISPOSE OF ALL MATERIAL LEGALLY AND IS RESPONSIBLE FOR COMPLYING WITH LOCAL RECYCLING ORDINANCES.
- 3. NO FILL SHALL BE PLACED ON THE EXISTING GROUND SURFACE UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL, DELETERIOUS MATERIAL AND SCARIFIED AND COMPACTED PER THE GEOTECHNICAL RECOMMENDATIONS.
- 4. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN TWO FEET HORIZONTAL TO ONE FOOT VERTICAL, 2:1.
- 5. FILLS SHALL BE COMPACTED TO THE MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY AS SPECIFIED IN THE PROJECT SOILS REPORT AND CERTIFIED BY THE GEOTECHNICAL ENGINEER.
- 6. ALL EXISTING FILLS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER BEFORE ANY ADDITIONAL FILLS ARE ADDED.
- 7. ALL EXPOSED SLOPES SHALL BE PLANTED PER THE PROJECT LANDSCAPE PLANS AND IRRIGATED UNTIL GROUND COVER IS ESTABLISHED.
- 8. THE STOCKPILING OF EXCESS MATERIAL IS SUBJECT TO THE APPROVAL OF THE CITY.
- 9. ALL TRENCH BACKFILLS ARE TO BE TESTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.
- 10. ALL CUT SLOPES SHALL BE INVESTIGATED BY THE GEOTECHNICAL ENGINEER DURING GRADING TO DETERMINE IF ANY POTENTIAL STABILITY PROBLEMS EXIST. SHOULD EXCAVATION DISCLOSE ANY GEOTECHNICAL HAZARDS OR POTENTIAL GEOTECHNICAL HAZARDS THE GEOTECHNICAL ENGINEER SHALL RECOMMEND NECESSARY TREATMENT TO THE CONTRACTOR.
- THE FINAL COMPACTION REPORT AND APPROVAL FROM THE GEOTECHNICAL ENGINEER SHALL CONTAIN DETAILS REGARDING THE TYPE OF FIELD TESTING PERFORMED INCLUDING THE METHOD OF OBTAINING THE IN-PLACE DENSITY, WHETHER SAND CONE, OR DRIVE RING SHALL BE NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
- 12. SANITARY FACILITIES SHALL BE MAINTAINED ON SITE THROUGHOUT THE DURATION OF CONSTRUCTION.
- 13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF AND PROTECT ALL EXISTING UTILITIES AND TO ENSURE THAT SERVICE IS NOT DISRUPTED TO EXISTING FACILITIES.
- 14. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION, ESPECIALLY DURING STORM CONDITIONS. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT EXISTING STRUCTURES AND ADJACENT PROPERTIES DURING CONSTRUCTION. IF THE CONTRACTOR'S ACTIVITIES DAMAGE OR ADVERSELY AFFECT SAID ITEMS IN ANY WAY DUE TO OBSTRUCTING EXISTING DRAINAGE PATTERNS, THE CONTRACTOR IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNER(S).
- 15. ALL PLANTERS ADJACENT TO THE FOUNDATIONS SHALL BE SEALED ALONG THE SIDE OF THE FOUNDATION FOOTING AND EXTENDED UNDER THE PLANTER A MINIMUM OF 12" TO PREVENT MOISTURE FROM REACHING THE FOUNDATION SUB-GRADE SOILS.
- 16. EXPORTED MATERIAL SHALL BE TAKEN TO A LEGAL DUMP SITE OR PERMITTED RECEIVING SITE APPROVED BY THE LOCAL AGENCY HAVING JURISDICTION.
- 17. PERMISSION IS REQUIRED FROM THE ADJACENT PROPERTY OWNER WHENEVER WORK IS PROPOSED OR NECESSARY ACROSS THE PROJECT'S PROPERTY LINES.
- 18. ANY DIRT, ROCK DEBRIS OR CONSTRUCTION MATERIAL THAT IS TRACKED OR DROPPED WITHIN THE PUBLIC RIGHT OF WAY DURING THE TRANSPORTATION OF THAT MATERIAL OR EQUIPMENT ASSOCIATED WITH THE PROJECT SHALL BE CLEANED OR REMOVED DAILY.
- 19. DIRT ACCESS RAMP OVER CURBS AND GUTTERS TO THE CONSTRUCTION SITE ARE PROHIBITED, WHEN NECESSARY FOR ENTRANCE TO SUCH CONSTRUCTION SITES, TEMPORARY ASPHALT RAMPS WITH A MINIMUM OF A 3" DIAMETER PIPE WILL CONSTRUCTED TO CONVEY GUTTER DRAINAGE.
- 20. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND OBTAINING REQUIRED PERMITS FROM THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA).
- 21. PROPOSED REVISIONS TO THE GRADING PLAN SHALL BE DRAWN IN RED PENCIL ON BOND COPIES OF THE APPROVED PLANS. THESE COPIES SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. AFTER APPROVAL IS GIVEN, THE OWNER MAY REQUIRE AS—BUILT THE
- 22. RULE 403, AIR QUALITY CONTROL MUST BE IMPLEMENTED DURING CONSTRUCTION:
- 22.1 PERSON SHALL NOT CAUSE OR ALLOW THE EMISSIONS OF FUGITIVE DUST FROM ANY TRANSPORT, HANDLING, CONSTRUCTION OR STORAGE ACTIVITY SO THAT THE PRESENCE OF SUCH DUST REMAINS VISIBLE IN THE ATMOSPHERE BEYOND THE PROPERTY LINE OF THE EMISSION SOURCE. (DOES NOT APPLY TO EMISSION EMANATING FROM UNPAVED ROADWAYS OPEN TO PUBLIC TRAVEL OR FARM ROADS. THIS EXCLUSION SHALL NOT APPLY TO INDUSTRIAL OR COMMERCIAL FACILITIES).
- 22.2 A PERSON SHALL TAKE EVERY RESPONSIBLE PRECAUTION TO MINIMIZE FUGITIVE DUST EMISSIONS FROM WRECKING, EXCAVATION, GRADING CLEARING OF LAND AND SOLID WASTE DISPOSAL OPERATIONS.
- 22.3 A PERSON SHALL NOT CAUSE OR ALLOW PARTICULATE MATTER TO EXCEED 100 MICROGRAMS PER CUBIC METER WHEN DETERMINED AS THE PROPERTY LINE FOR A MINIMUM OF FIVE HOURS.
- 22.4 A PERSON SHALL TAKE EVERY REASONABLE PRECAUTION TO PREVENT VISIBLE PARTICULATE MATTER FROM BEING
 DEPOSITED UPON PUBLIC ROADWAYS, PRECAUTIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE REMOVAL OF PARTICULATE MATTER
- FROM EQUIPMENT PRIOR TO THE MOVEMENT ON PAVED STREETS ONTO WHICH SUCH MATERIAL HAS BEEN DEPOSITED.
- 22.5 SUBSECTIONS (22.1) AND (22.2) SHALL NOT BE APPLICABLE WHEN THE WIND SPEED INSTANTANEOUSLY EXCEEDS 40 KILOMETERS (25 MILES PER HOUR), OR WHEN THE AVERAGE WIND SPEED DETERMINATIONS SHALL BE ON A 15 MINUTE AVERAGE AT THE NEAREST OFFICIAL AIR—MONITORING STATION OR BY A WIND INSTRUMENT LOCATED AND MONITORED ON SITE.
- 23. CONSTRUCTION ACTIVITIES SHALL OCCUR ONLY BETWEEN THE HOURS OF 7:30 AM AND 4:30 PM, MONDAY THROUGH FRIDAY UNLESS OTHERWISE AUTHORIZED BY THE CITY.
- 24. CONTRACTOR SHALL USE LOW EMISSION MOBILE CONSTRUCTION EQUIPMENT DURING ALL SITE PREPARATION, GRADING AND CONSTRUCTION ACTIVITIES, WHERE FEASIBLE.
- 25. CONTRACTOR SHALL MAINTAIN ALL CONSTRUCTIONS ENGINES TUNED CONSISTENT WITH MANUFACTURE'S SPECIFICATIONS DURING ALL SITE PREPARATION, GRADING AND CONSTRUCTION ACTIVITIES.
- 25.1 CONTRACTOR SHALL USE LOW SULFUR FUEL FOR STATIONARY CONSTRUCTION EQUIPMENT AS REQUIRED BY AQMD RULE 431.1 AND 431.2 AND SHALL USE EXISTING POWER SOURCES AND CLEAN FUEL GENERATORS WHEN POSSIBLE AS FEASIBLE DURING ALL SITE PREPARATION, GRADING AND CONSTRUCTION ACTIVITIES.
- 26. CONSTRUCTION PARKING SHALL BE ON-SITE, TRAFFIC CONTROL AND ACCESS SHALL BE IN ACCORDANCE WITH THE AGENCY HAVING JURISDICTION OVER THE PROJECT.
- 27. THE SPEED OF CONSTRUCTION VEHICLES ON-SITE SHALL BE LIMITED TO 15 MILES PER HOUR.
- 28. TRUCKS AND LARGE CONSTRUCTION VEHICLES SHALL OBTAIN APPROVED HAUL ROUTES FROM CITY PUBLIC WORKS.
- 29. CONTRACTOR SHALL CONTROL DUST IN AREAS USED FOR OFF-PAVEMENT PARKING, MATERIAL LAYDOWN AREAS OR THOSE AREAS AWAITING FUTURE CONSTRUCTION. FREQUENTLY ACCESSED AREAS SHALL BE PAVED OR BASED AS EARLY AS POSSIBLE TO MINIMIZE DIRT TRACKOUT THE PUBLIC RIGHT OF WAY.
- 30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING MEASURE:

- 30.1. CESSATION OF ACTIVITIES DURING A STAGE-2 SMOG EPISODE, CALL 800-242-4022 FOR THE DAILY SMOG FORECAST.
- 30.2. TRUCK ROUTES AND SCHEDULES FOR THE RECEIPT OF MATERIALS SHALL BE COORDINATED WITH THE APPROPRIATE AGENCIES.
- 30.3. WHERE FEASIBLE, ON-ROAD AND OFF-ROAD VEHICLES AND EQUIPMENT SHALL BE TURNED OFF AND SUBSEQUENTLY RESTARTED IF THE ANTICIPATED DURATION OF IDLING IS EXPECTED TO EXCEED FIVE MINUTES.
- 31. THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING HIGH WIND DUST CONTROL MEASURE WHEN INSTANTANEOUS WIND SPEEDS EXCEED 25 MILES PER HOUR.
 - 32.1 TERMINATION / MODIFICATION OF SCRAPERS, GRADERS OR DOZERS ON UNPAVED SURFACES UNTIL WINDS SUBSIDE.
 - 32.2 APPLICATION OF WATER AS NEEDED TO ANY PREVIOUSLY GRADED SURFACE IF DUST EMANATION IS VISIBLE FROM SUCH A SURFACE.
- 32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EQUIPMENT TO PREVENT VISIBLE SOOT FROM REDUCING LIGHT TRANSMISSION THROUGH THE EXHAUST STACK BY MORE THAN 20 PERCENT FOR MORE THAN THREE MINUTES PER HOUR AND USE LOW SULFUR FUEL AS REQUIRED BY THE APPROPRIATE AGENCY.
- 33. TRUCKS USED IN HAULING DIRT TO OR FROM THE SITE ON PUBLIC ROADS WILL BE COVERED OR WILL MAINTAIN A SIX INCH DIFFERENTIAL BETWEEN THE MAXIMUM HEIGHT OF ANY MATERIAL HAULED AND THE TOP OF THE TRAILER, HAUL TRUCK DRIVERS WILL LOAD PRIOR TO LEAVING THE SITE TO PREVENT SOIL LOSS DURING TRANSPORTATION.
- 34. PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE, EXISTING SURVEY MONUMENTS SHALL BE NOTED AND DOCUMENT BEFORE CONSTRUCTION. IF ANY MONUMENTS ARE DISTURBED DURING CONSTRUCTION THE CONTRACTORS SHALL PAY LICENSED LAND SURVEYOR OR REGISTERED ENGINEER TO RESET SUCH MONUMENTS.
- 35. PAD CERTIFICATION IS REQUIRED. A SOILS OR CIVIL ENGINEER SHALL DETERMINE THAT THE GRADING PERFORMED IS IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS AND SUITABLE TO SUPPORT THE INTENDED STRUCTURE.
- 36. ALL LANDSCAPE IRRIGATION BACKFLOW DEVICES MUST MEET CURRENT CITY REQUIREMENTS FOR PROPER INSTALLATION.
- 37. NO DISCHARGE OF CONSTRUCTION WASTEWATER, BUILDING MATERIALS, DEBRIS, OR SEDIMENT FROM THE SITE IS PERMITTED. IN ADDITION, CONTROL MEASURES MUST ALSO BE TAKEN TO PREVENT STREET SURFACE WATER FROM ENTERING THE CONSTRUCTION SITE.



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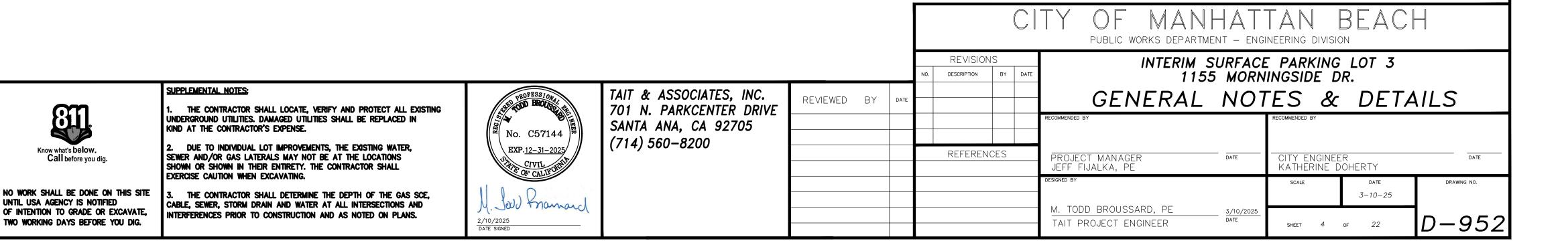


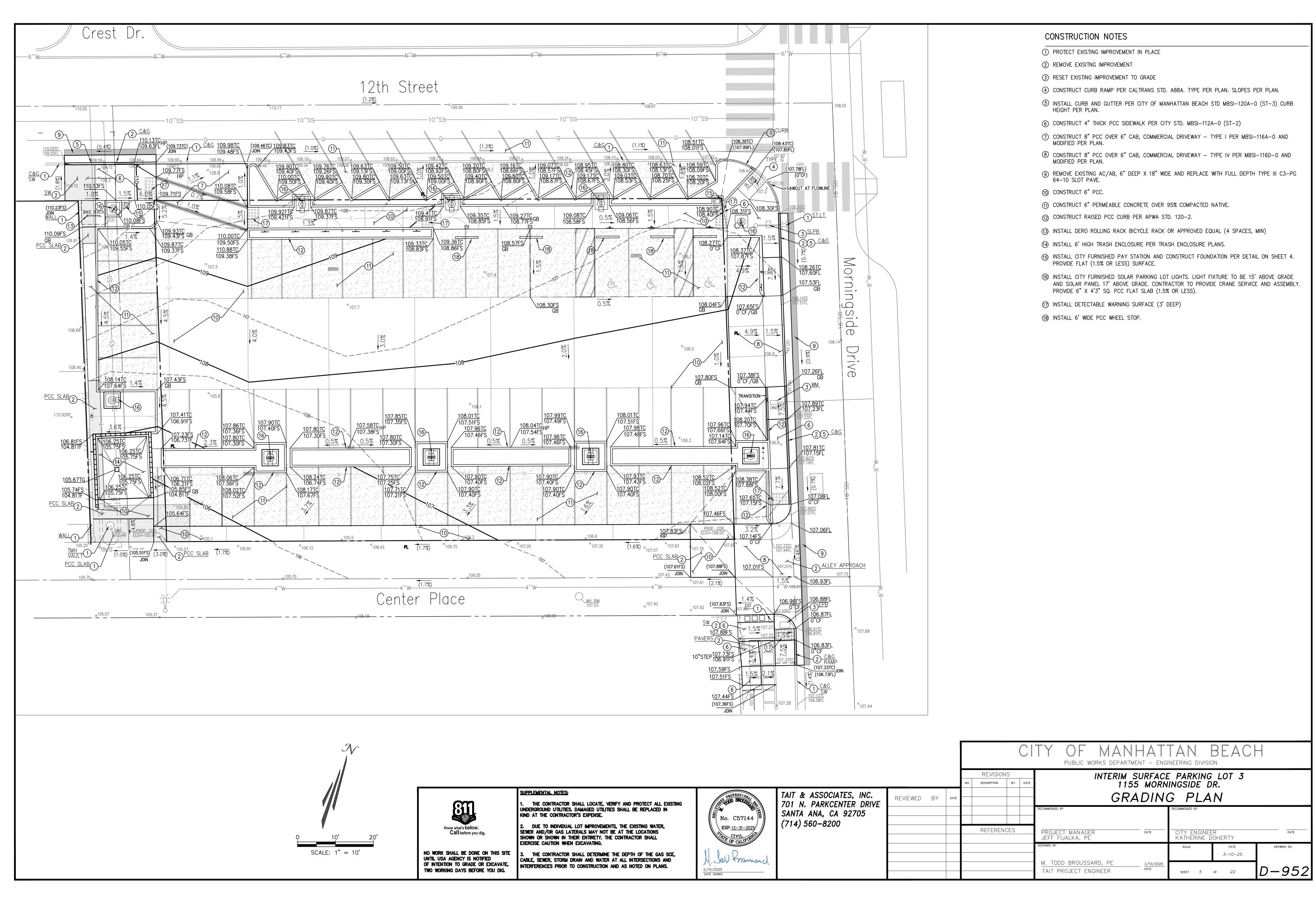
PARKING LOT LIGHTS PHOTOMETRICS

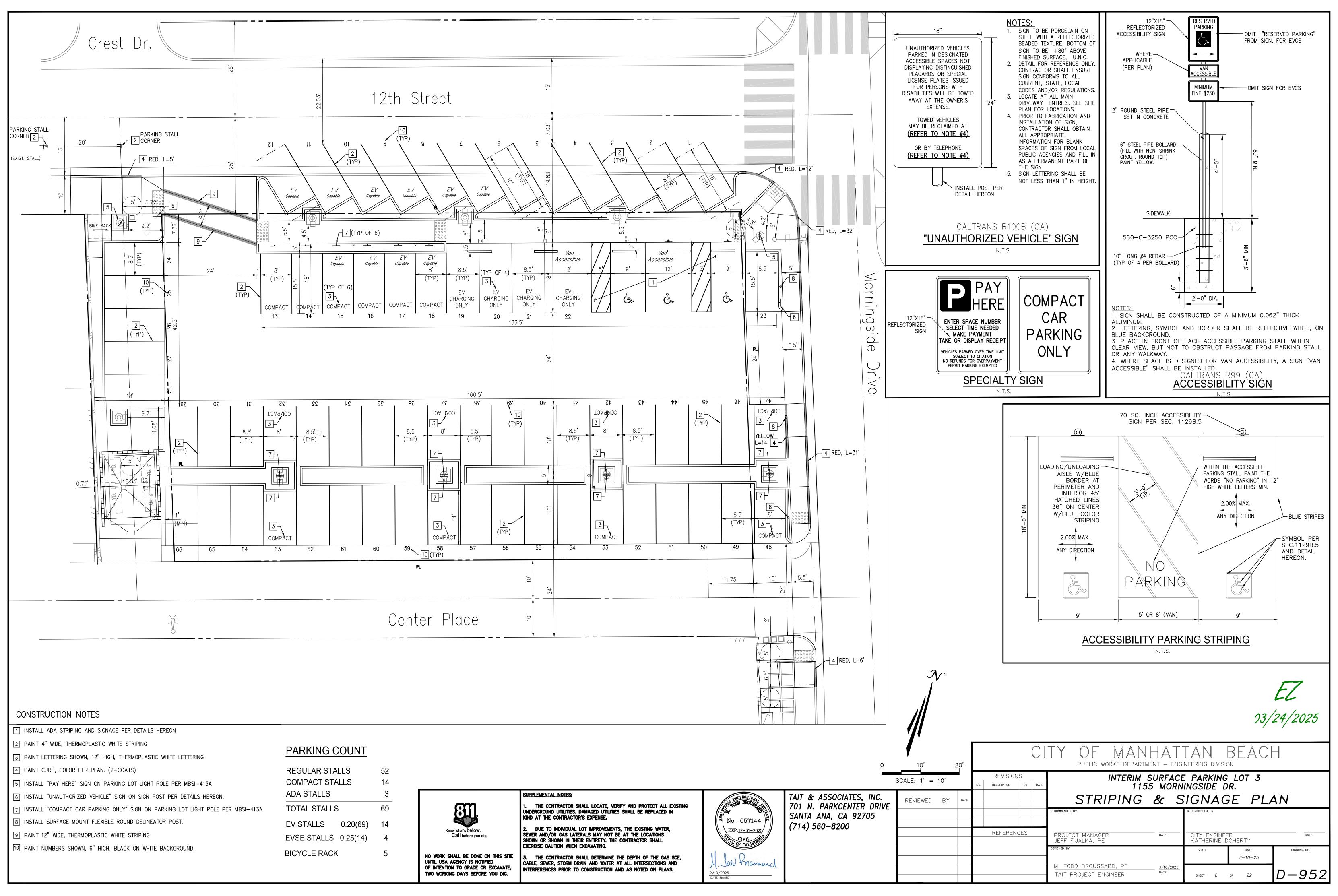
SOLAR POWERED PARKING LOT LIGHTS

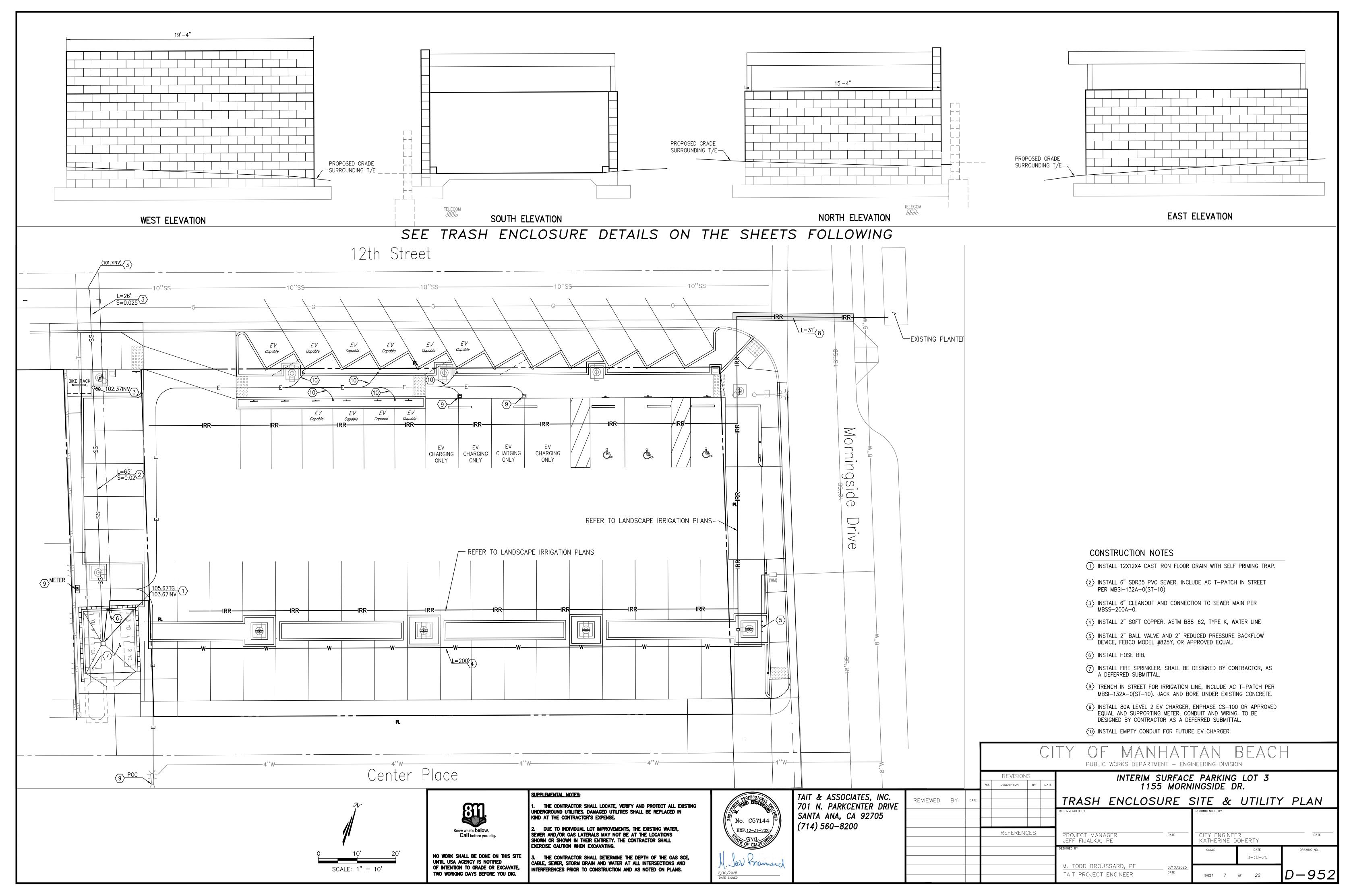
MATERIALS ARE CITY FURNISHED. CONTRACTOR ASSMEBLED

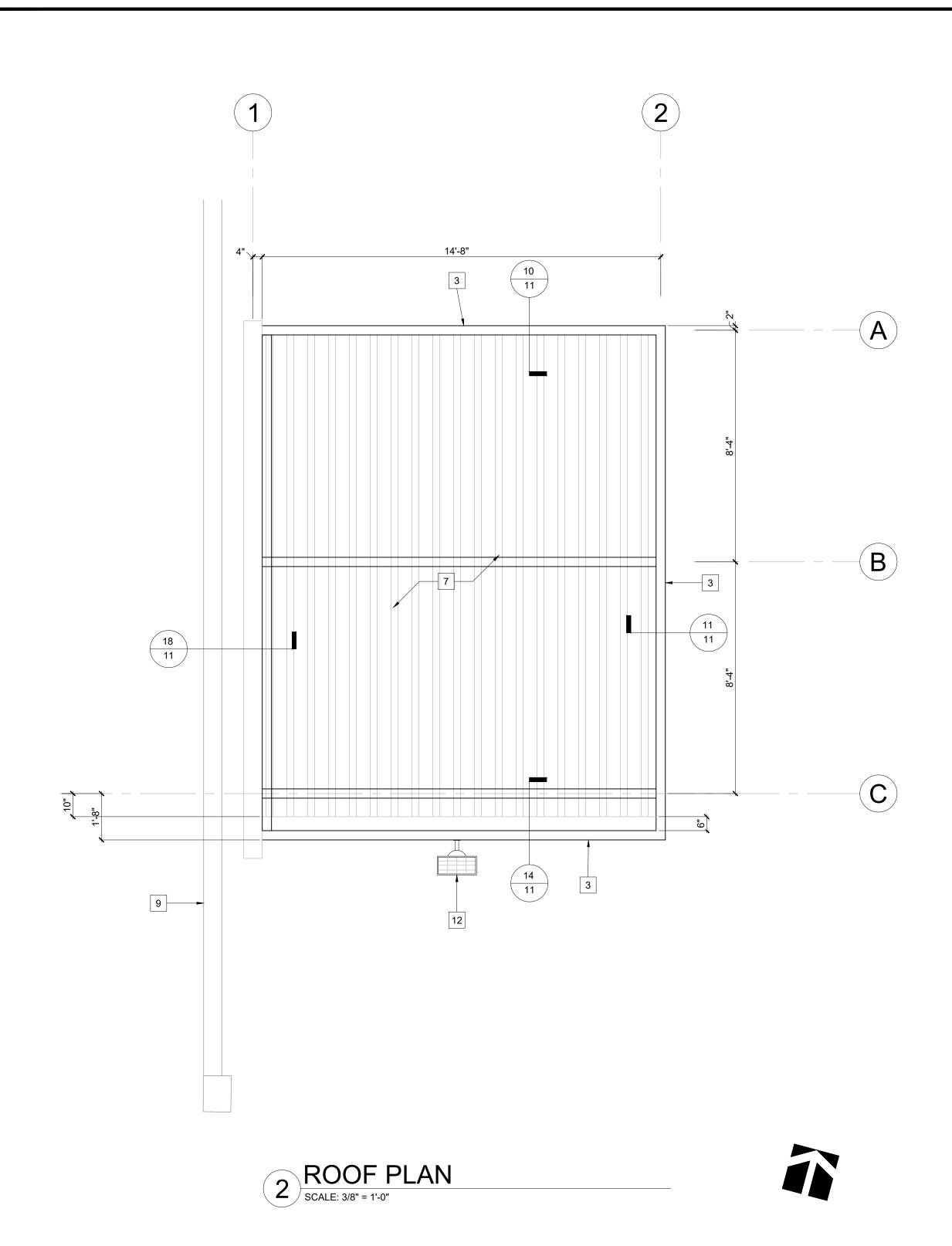
Wind resistance*

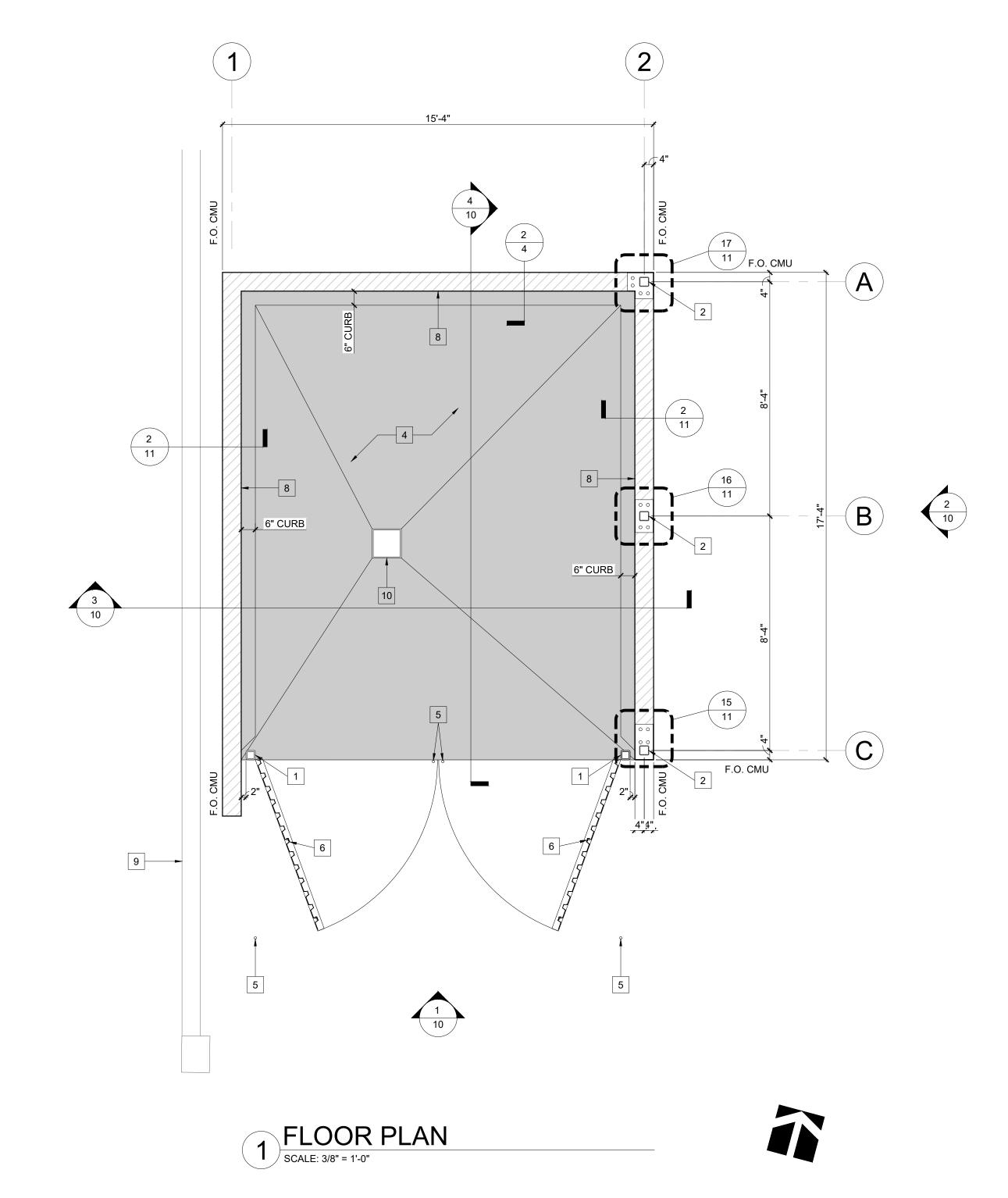












KEYNOTES

- 1 HSS 4X4X1/2 POST. REFER TO DETIALS 5 AND 7/11, PRIME AND PAINT.
- 2 HSS 4X4X1/4 POST. REFER TO DETIALS 15, 16 AND 17/11, PRIME AND PAINT.
- 3 HSS 4X12X3/16 BEAM. REFER TO DETIALS 10, 11 AND 14/11, PRIME AND PAINT.
- 5-INCH THK. CONCRETE SLAB, 3,000 PSI WITH NO. 4 REBAR AT 12-INCHES EACH WAY OVER COMPACTED GRADE. SURFACE OF THE CONCRETE SLAB IS TO BE SMOOTH AND SEALED TO BE IMPERVIOUS TO GREASE AND OILS.
- 5 CANE BOLT SLEEVE, SEE DETAIL 13/11.
- 6'-6"W x 5'-8"H CORRUGATED METAL GATE WITH DIAGONAL BRACING, CONTINUOUS WELD AT ALL JOINTS; PRIME AND PAINT.
- 7 1 1/2-INCH HSB-36 18 GA. VERCO DECK.
- 8 INTERIOR SURFACE OF ALL WALLS ARE TO BE SMOOTH AND SEALED TO BE IMPERVIOUS TO GREASE AND OILS.
- 9 EXISTING CMU WALL. PROTECT IN PLACE.
- 10 FLOOR DRAIN.
- 11 C 4X12X1/4. REFER TO DETAILS 10, 11 AND 14/11, PRIME AND PAINT.
- SOLAR POWERED SECURITY LIGHT. HALO SBL 250 OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

SHEET NOTES

1. GRIDLINES ARE THE LOCATION OF CENTERLINES OF STRUCTURAL STEEL COLUMNS AND CENTER OF STRUCTURAL WALLS UNLESS OTHERWISE NOTED.

LEGEND



Know what's below. Call before you dig.

SUPPLEMENTAL NOTES:

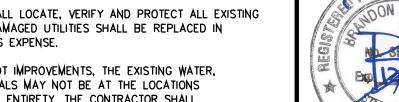
1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED

OF INTENTION TO GRADE OR EXCAVATE,

TWO WORKING DAYS BEFORE YOU DIG.



3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

EXPLIZE SILES AND SESSION AND
12/16/2024

TAIT & ASSOCIATES, INC. 701 N. PARKCENTER DRIVE SANTA ANA, CA 92705

(714) 560-8200

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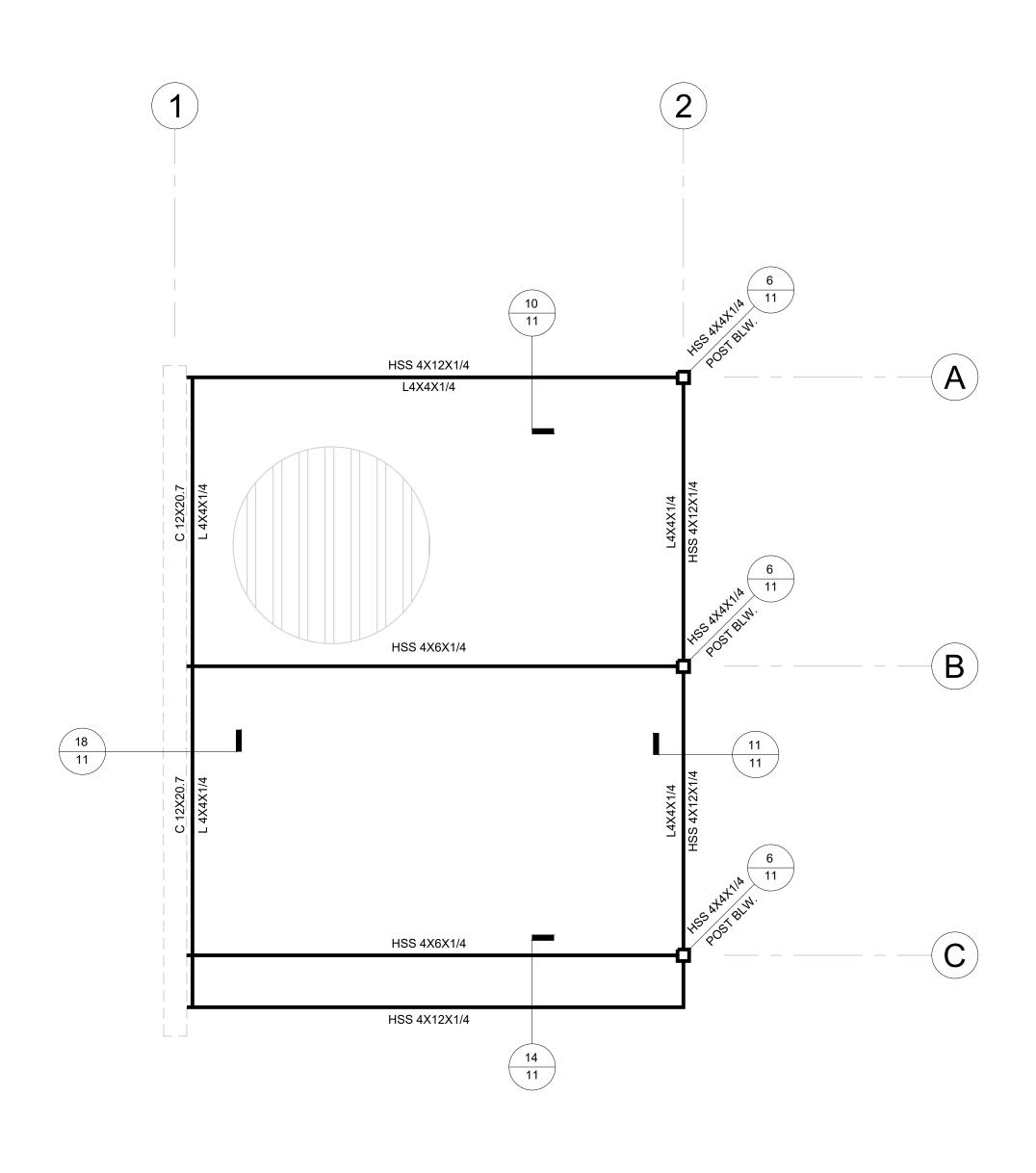
REVISIONS REFERENCES

INTERIM SURFACE PARKING LOT 3 1155 MORNINGSIDE DR. DESCRIPTION BY DAT TRASH ENCLOSURE PLANS

TAIT PROJECT ENGINEER

PROJECT MANAGER JEFF FIJALKA, PE CITY ENGINEER KATHERINE DOHERTY 11-10-22 M. TODD BROUSSARD, PE

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION







SHEET NOTES

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LEGEND



KEYNOTES

- 1 HSS 4"X4"X1/2" WITH 18-INCH DIA. PIER FOOTING WITH 4'-0" EMBEDMENT INTO GRADE. EMBED HSS COLUMN 2'-7" INTO FOOTING AND PROVIDE (5) NO. 5 VERTICAL BARS AND NO. 3 SPIRAL TIES AT 3-INCHES O.C. AROUND HSS.
- 5-INCH THK. CONCRETE SLAB, 3,000 PSI WITH NO. 4 REBAR 12-INCHES O.C. EACH WAY OVER COMPACTED GRADE.
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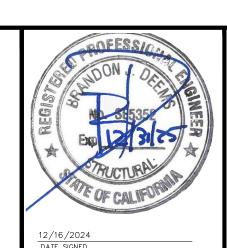


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TAIT & ASSOCIATES, INC. 701 N. PARKCENTER DRIVE SANTA ANA, CA 92705 (714) 560-8200

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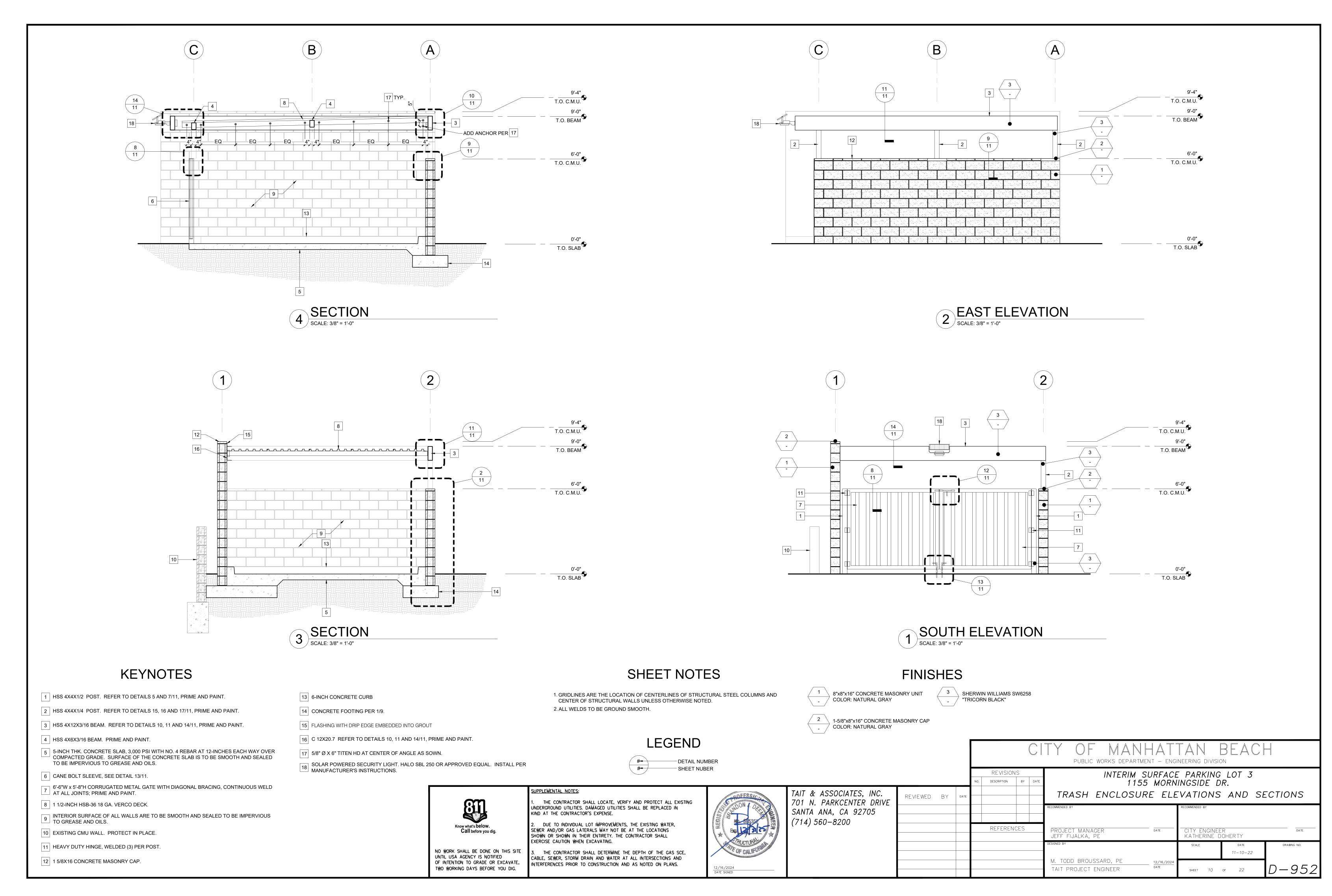
1 FOUNDATION PLAN
SCALE: 3/8" = 1'-0"

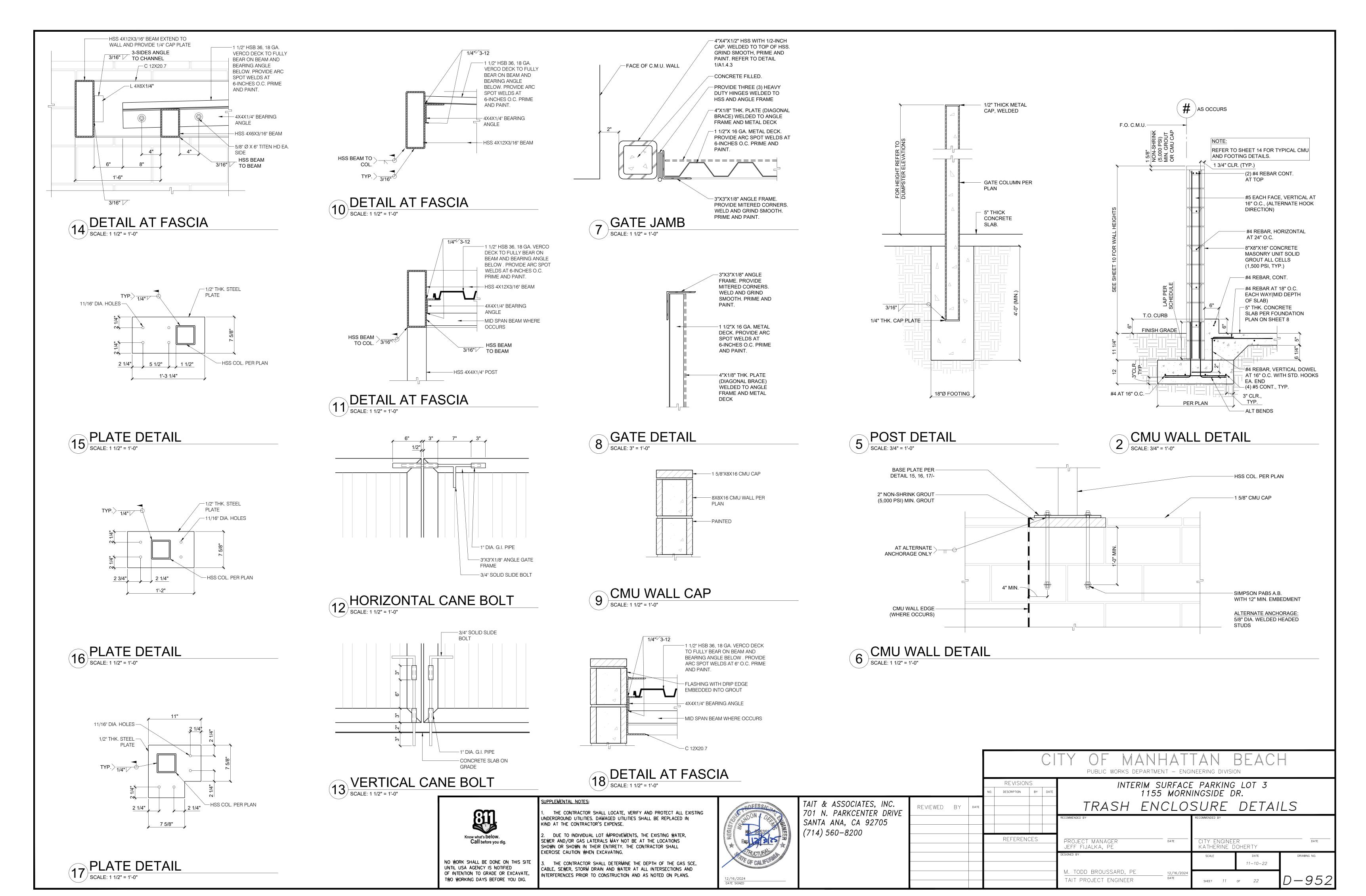
4'-2 1/2"

INTERIM SURFACE PARKING LOT 3 1155 MORNINGSIDE DR. REVISIONS DESCRIPTION BY DATE REFERENCES PROJECT MANAGER JEFF FIJALKA, PE

TRASH ENCLOSURE PLANS CITY ENGINEER KATHERINE DOHERTY 11-10-22 M. TODD BROUSSARD, PE TAIT PROJECT ENGINEER

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION





GENERAL STRUCTURAL NOTES

- 1. THE NOTES AND DETAILS ON THE STRUCTURAL DRAWINGS TAKE PRECEDENCE OVER THESE GENERAL STRUCTURAL NOTES. TYPICAL DETAILS SHALL BE USED WHENEVER APPLICABLE AND MAY NOT BE SPECIFICALLY REFERENCED ON THE DRAWINGS.
- DIMENSIONS SHOWN ON DRAWINGS REFER TO FACE OF CONCRETE SURFACES, FACE OF STUDS, FACE OF CONCRETE BLOCK, TOP OF SHEATHING, TOP OF STRUCTURAL STEEL OR TOP OF SLAB, UNLESS OTHERWISE INDICATED.
- ALL OMISSIONS AND CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE DRAWINGS, SPECIFICATIONS OR DRAWINGS OF OTHER DISCIPLINES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER PRIOR TO PROCEEDING WITH ANY EFFECTED WORK.
- 4. ANY WORK CONSTRUCTED IN CONFLICT WITH THE CONTRACT DOCUMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE AND AT NO EXPENSE TO THE OWNER OR ARCHITECT.
- 5. THE CONTRACTOR SHALL DETERMINE THE LOCATION OF THE UTILITY SERVICES IN THE AREA TO BE EXCAVATED PRIOR TO COMMENCING EXCAVATION.
- 6. WHERE A CONSTRUCTION DETAIL IS NOT INDICATED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
- ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF THE 2022 CALIFORNIA BUILDING CODE (CBC). THE FOLLOWING CODES HAVE BEEN ADOPTED BY THE CBC AND HAVE BEEN IMPLEMENTED IN THE DESIGN OF THIS PROJECT:

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE): ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES INCLUDING ALL CURRENT SUPPLEMENTS

AMERICAN CONCRETE INSTITUTE (ACI): ACI-318-19 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE ENGINEER FREE AND HARMLESS FROM ALL CLAIMS. DEMANDS AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT. EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE ENGINEER
- THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING AND SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT AND MATERIAL, ETC. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER DO NOT INCLUDE INSPECTION OF THE THESE ITEMS.
- 10. CARE SHALL BE TAKEN WHEN STORING CONSTRUCTION MATERIALS. CONSTRUCTION MATERIAL SHALL BE SPREAD OUT IF PLACED ON THE FRAMED ROOF OR FLOOR. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT. PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE THE STRUCTURE HAS NOT ATTAINED THE REQUIRED DESIGN STRENGTH

REINFORCED CONCRETE

- CEMENT SHALL CONFORM TO ASTM C150, TYPE II/V.
- 2. AGGREGATES FOR NORMAL WEIGHT CONCRETE SHALL CONFORM TO ASTM C33.
- READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
- 4. CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACI 301, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", EXCEPT AS MODIFIED BY THESE NOTES.
- CONCRETE SHALL BE NORMAL WEIGHT (145 PCF). CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AS FOLLOWS:

ELEMENT	STRENGTH	AGG	W/C RATIO (MAX)
FOOTINGS/ SLAB ON GRADE	3000 PSI	1"	.50

ADMIXTURES USED IN CONCRETE SHALL CONFORM TO THE FOLLOWING ASTM STANDARDS, SHALL BE USED IN DOSAGES RECOMMENDED BY THE MANUFACTURER AND SHALL NOT CONTAIN MORE CHLORIDE THAN IS FOUND IN THE MUNICIPAL DRINKING WATER SUPPLY. LIQUID VOLUME IN ASTM C494, TYPE C ADMIXTURES SHALL BE ADDED TO WATER CONTENT AND WATER CEMENT RATIO CALCULATIONS.

WATER REDUCERS ASTM C494, TYPE A MID-RANGE WATER REDUCERS ASTM C494, TYPE A/F HIGH-RANGE WATER REDUCERS ASTM C494, TYPE F HYDRATION STABILIZERS (RETARDERS) ASTM C494, TYPE B AND D **ACCELERATORS** ASTM C494, TYPE C ASTM C260 AIR ENTRAINING AGENTS ASTM C494, TYPE C **CORROSION INHIBITORS** SHRINKAGE REDUCING ADMIXTURES ASTM C494. TYPE F VISCOSITY MODIFYING ADMIXTURES ASTMC494, TYPE S SILICA FUME ASTM C1240

- 7. FLYASH SHALL CONSIST OF POZZOLANIC ADMIXTURES CONFORMING TO ASTM C6819 F.
- CONTINUOUS SPECIAL INSPECTION IS REQUIRED FOR CONCRETE DESIGN STRENGTHS GREATER THAN 2500 PSI.
- CONCRETE SHALL BE PROPORTIONED SUCH THAT THE 7 DAY STRENGTHS ARE A MINIMUM OF 70% OF THE SPECIFIED 28 DAY STRENGTH FOR ANY CONCRETE CONSTRUCTION REQUIRING SHORING, BRACING, OR TO RECEIVE CONSTRUCTION LOADS. SLABS ON GRADE SHALL HAVE A COMPRESSION STRENGTH OF 1800 PSI MINIMUM AT 3 DAYS IF SUBJECT TO CONSTRUCTION TRAFFIC.
- 10. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY CONCRETE WHICH FAILS TO ATTAIN SPECIFIED STRENGTH IN 28 DAYS IF DIRECTED BY THE STRUCTURAL ENGINEER.
- 11. ADMIXTURES MAY BE USED WITH PRIOR APPROVAL OF THE ENGINEER. ADMIXTURES SHALL COMPLY WITH ASTM C494 & C1017 AND BE OF A TYPE THAT INCREASES THE WORKABILITY OF THE CONCRETE, BUT SHALL NOT BE CONSIDERED TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT (CALCIUM CHLORIDE SHALL NOT BE USED).
- 12. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS, HOLD-DOWN ANCHORS, AND INSERTS SHALL BE WELL SECURED IN POSITION WITH WIRE POSITIONERS PRIOR TO FOUNDATION INSPECTION AND BEFORE PLACING CONCRETE.
- 13. ANCHOR BOLTS EMBEDDED IN CONCRETE SHALL BE HEAVY HEX.
- 14. DEBRIS SHALL BE ENTIRELY REMOVED FROM FORMS PRIOR TO CONCRETE PLACEMENT.

BASIS OF DESIGN

PROJECT DESCRIPTION: NEW TRASH ENCLOSURE

1. VERTICAL LOADS: **DEAD LOADS:** 5 PSF LIVE LOADS: REDUCIBLE UNLESS OTHERWISE NOTED ROOF 20 PSF

WIND: PER ASCE 7-16 (CBC 2022)

ENCLOSURE CLASSIFICATION

2. LATERAL LOADS:

BASIC WIND SPEED-3 SECOND GUST (3s V., I+) 94MPH TOPOGRAPHIC FACTOR (K₂₊) 1.0 **RISK CATEGORY EXPOSURE CATEGORY**

ENCLOSED

+/- 0.18

INTERNAL PRESSURE COEFFICIENT (GC..) SEISMIC: PER ASCE 7-16 (CBC 2022)

RISK CATEGORY SEISMIC IMPORTANCE FACTOR (Ia) 1.0 RHO (N-S) 1.0 1.0 RHO (E-W) 33.885613° N SITE LOCATION, LATITUDE

SITE LOCATION, LONGITUDE -118.40879° W MAPPED SPECTRAL RESPONSE ACCELERATIONS:

SHORT PERIOD, SS= 1.907g LONG PERIOD, S1 = 0.679gSITE CLASS: SPECTRAL RESPONSE COEFFICIENTS SHORT PERIOD, Sds = 1.526g

LONG PERIOD, $Sd_1 = 0.770G$ SEISMIC DESIGN CATEGORY

SEISMIC FORCE RESISTING SYSTEMS: STEEL ORDINARY CANTILEVER COLUMN SYSTEM

> R= 1.25 $C_{-1} = 1.25$ Omega= 1.25

 $C_s = 1.22$ (STRENGTH)

ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE

FOUNDATION

- 1. THE SOILS REPORT RECOMMENDATIONS SHALL BE COMPLIED WITH BY THE CONTRACTOR.
- 2. SOILS INFORMATION:

SEE SOILS REPORT BY: CODE MINIMUM

SOIL DESIGN PARAMETERS:

ALLOWABLE BEARING PRESSURE 1500 PSF (+1/3 INCREASE) LATERAL BEARING (PASSIVE) PRESSURE 250 PCF COEFFICIENT OF FRICTION 0.35 MINIMUM CONTINUOUS FOOTING WIDTH 12 INCHES MINIMUM SPREAD FOOTING WIDTH 24 INCHES

BOTTOM OF FOOTINGS SHALL BE AT LEAST 12 INCHES BELOW LOWEST ADJACENT PAD GRADE.

- 3. ALL FOUNDATION WORK SHALL BE FOUNDED ON FIRM UNDISTURBED NATURAL SOILS OR APPROVED COMPACTED SOILS.
- 4. CONTRACTOR SHALL INVESTIGATE THE SITE, DURING CLEARING AND EARTHWORK OPERATIONS, FOR FILLED EXCAVATIONS OR BURIED STRUCTURES, SUCH AS CESSPOOLS, CISTERNS, FOUNDATIONS, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
- 5. THE FINISH EXCAVATION FOR FOUNDATIONS SHALL BE NEAT & TRUE TO LINE.

Know what's below.

Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE

OF INTENTION TO GRADE OR EXCAVATE,

TWO WORKING DAYS BEFORE YOU DIG.

UNTIL USA AGENCY IS NOTIFIED

- 6. FOUNDATION EXCAVATIONS SHALL BE KEPT FREE OF LOOSE MATERIAL AND STANDING WATER AND SHALL BE CHECKED AND APPROVED BY THE SOILS ENGINEER BEFORE THE PLACEMENT OF ANY CONCRETE.
- 7. THE TESTING LAB SHALL SUBMIT COMPACTION REPORTS FOR ALL FILL TO THE ENGINEER BEFORE REQUESTING FOUNDATION INSPECTION. ALL LOOSE SOIL AND FILL DIRT, INCLUDING BACKFILL BEHIND RETAINING WALLS, SHALL BE COMPACTED TO AT LEAST 95% OF MAXIMUM DENSITY, OR GREATER AS REQUIRED BY THE SOILS REPORT.

SUPPLEMENTAL NOTES:

KIND AT THE CONTRACTOR'S EXPENSE.

EXERCISE CAUTION WHEN EXCAVATING.

THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING

UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN

DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER,

THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE,

CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND

INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS

SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL

REINFORCING STEEL

- 1. REBAR SHALL BE ASTM A615, GRADE 60 DEFORMED BARS.
- 2. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 AND SHALL BE LAPPED 12" MINIMUM.
- 3. MINIMUM LAP SPLICES OF REINFORCING BARS SHALL BE AS SPECIFIED IN THE DRAWINGS
- 4. VERTICAL BARS IN WALLS SHALL BE ACCURATELY POSITIONED AT THE CENTER OF THE WALL UNLESS OTHERWISE NOTED ON PLANS AND DETAILS.
- REINFORCING DETAILING, BENDING, AND PLACING SHALL BE IN ACCORDANCE WITH ACI 315 "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT".
- ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS, HOLD DOWN ANCHORS AND INSERTS SHALL BE WELL SECURED IN POSITION WITH WIRE POSITIONERS PRIOR TO FOUNDATION INSPECTION AND BEFORE PLACING CONCRETE OR GROUT
- 7. 180 DEGREE HOOKS MAY BE USED IN LIEU OF 90-DEGREE HOOKS IF DESIRED BY THE CONTRACTOR.
- 8. CLEAR DISTANCES, STEEL TO FORMS, UNLESS NOTED OTHERWISE:

SLABS NOT EXPOSED TO WEATHER, JOISTS, INTERIOR WALL SURFACES	3/4 "
EXTERIOR WALL SURFACES, SLABS EXPOSED TO WEATHER, #5 AND SMALLER	1-1/2"
EXTERIOR WALL SURFACES, SLABS EXPOSED TO WEATHER, #6 AND LARGER	2"
COLUMN TIES, BEAM TIES	1-1/2"
CLEAR DISTANCE BETWEEN BARS	2"
SLABS ON ROLLED GRADE	1-1/2"
FORMED SURFACES IN CONTACT WITH EARTH	2"
UNFORMED SURFACES IN CONTACT WITH EARTH	3"

CONCRETE-EXPANSION ANCHORS

- 1. CONCRETE EXPANSION ANCHORS SHALL BE:
- a. SIMPSON STRONG-BOLT 2 (SSB2) WEDGE ANCHORS BY SIMPSON STRONG TIE (ICC-ES ESR-3037)
- 2. REFERENCE ICC ESR REPORT FOR INSTALLATION INFORMATION SUCH AS, BUT NOT LIMITED TO; INSTALLATION TORQUE, DRILL BIT REQUIREMENTS AND PROCEDURES FOR CLEANING HOLES.
- 3. ANCHOR EMBEDMENTS SHALL BE AS SPECIFIED ON THE PLANS AND DETAILS. EMBEDMENT SPECIFIED IS THE NOMINAL EMBEDMENT OF THE ANCHOR (hnom). SEE DETAIL 6/11 FOR ADDITIONAL INFORMATION.
- 4. DO NOT INSTALL ANCHORS IN CONCRETE THAT IS LESS THAN 7 DAYS OLD
- 5. ANCHORS SHALL BE USED ONLY WHERE SPECIFICALLY INDICATED ON PLANS AND DETAILS.
- 6. SPECIAL INSPECTION IS REQUIRED. SEE SPECIAL INSPECTION NOTES FOR ADDITIONAL INFORMATION.

FIELD(FACE)NAIL **ABBREVIATIONS** FACE OF FO ANCHOR BOL ABOVE ADD'L ADDITIONAL ADJ ADJACENT ABOVE FINISHED FLOOR FRM FRAME ALTERNATE ARCH ARCHITECT ARCH'L ARCHITECTURAL ASD ALLOWABLE STRESS DESIGN FAR SIDE (B) BOTTOM BRACED FRAME BLDG BUILDING BLK BLOCK GA GAUGE BLKG BLOCKING BLW BELOW BOUNDARY NAILING BOTTOM OF GRD GRADE BOTTOM OF FOOTING BRACE BRDG BRIDGE(ING) BEARING BTWN BETWEEN HDR HEADER CAMBER(ED) CANTILEVERED CAST IN PLACE HEIGHT **CEILING JOIST** CONSTRUCTION JOIN CENTER LINE CLG CEILING IN(") INCH(S) CLR CLEAR CMU CONC MASONRY UNIT JOIST COL COLUMN JOINT CONN CONNECTION CONSTR CONSTRUCTION LATERAL CONT CONTINUOUS CTR CENTER(ED) LDGR LEDGER CTSK COUNTERSINK CUBIC YARD LGTH LENGTH PENNY(NAILS DOUBLE DBL DOUGLAS FIR DIAMETER DIAG DIAGONAL DIAPH DIAPHRAGM DIM DIMENSION DEAD LOAD DOWN DP (D) DEEP(DEPTH) DWG DRAWING(S) DWL DOWEL(S) EXISTING FACH FACE EXPANSION JOINT FLEC FLECTRICAL MTL METAL ELEV ELEVATION (N) NEW EMBED EMBEDMENT NLG NAILING **EDGE NAIL** NLR NAILER ENGINEER EOD EDGE OF DECK FDGF OF SLAI EOUAL EQPT EQUIPMENT EXIST (E) EXISTING EXP EXPANSION EW EACH WAY **FABRICATION** FINISH FLOOP FINISH GRAD FIN FINISH(ED)

FLG

FLR

FLANGE

FLOOR

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PRS PREMIER BUILDING SYSTEMS

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TAIT & ASSOCIATES, INC. REVIEWED BY 701 N. PARKCENTER DRIVE SANTA ANA. CA 92705 (714)560-8200

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SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD FREE EDGES SPECIAL INSPECTION TASKS AFTER TO BOLTING TASK DOCUMENT	FASTNER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATAING	_	
SPECIAL INSPECTION TASKS AFTER TO BOLTING TASK DOCUMEN	FASTNERS ARE PRETENSIONED IN ACCORDANCE WITH THE RCSC SPECIFICATION, PROGRESSING	0	N/A
DOCUMENT ACCEPATNCE OR REJECTION OF BOLTED CONNECTIONS P D	SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD FREE EDGES	1	
NOTES:		TASK	DOCUMEN.

- 1. THE FABRICATOR OR ERECTOR, AS APPLICABLE, SHALL MAINTAIN A SYSTEM BY WHICH A WELDER WHO HAS WELDED A JOINT OR MEMBER CAN BE IDENTIFIED. STAMPS, IF USED SHALL BE THE LOW STRESS TYPE.
- 2. WHEN WELDING OF DOUBLER PLATES, CONTUNUUITY PLATES OR STIFFENERS HAS BEEN PERFORMED IN THE K-AREA, VISUALLY INSPECT THE WEB K-AREA FOR CRACKS WITHIN 3 IN. (75mm) OF THE WELD. THE VISUAL INSPECTION SHALL BE PERFORMED NO SOONER THAN 48 HOURS FOLLOWING COMPLETION OF WELDING.
- 3. AFTER ROLLED HEAVY SHAPES (SEE AISC 360 SECTION A3.1c) AND BUILT-UP HEAVY SHAPES (AISC 360 SECTION A3.1d) ARE WELDED, VISUALLY INSPECT THE WELD ACCESS HOLE FOR CRACKS.

	JM VERIFICA				
VERIFICATION		REQUIRED		REFERENC CRITEI	
	LEVEL 1	LEVEL 2	LEVEL 3	TMS 6	
1. PRIOR TO CONSTRUCTION:					
a. VERIFICATION OF COMPLIANCE OF	NR	R	R	ART. 1	5
SUBMITTALS b. VERIFICATION OF $f^\prime m$ EXCEPT WHERE	NR	R	R	ART. 1.	4 D
SPECIFICALLY EXEMPTED BY THE CODE	INIT	, n	,	ANI. I.	4 D
2. DURING CONSTRUCTION:					
a. VERIFICATION OF SLUMP FLOW AND				ART. 1.5 &	k 1.6.3
VISUAL STABILITY INDEX (VSI) WHEN SELF	NR	R	R		
CONSOLIDATING GROUT IS DELIVERED TO THE PROJECT SITE.					
b. VERIFICATION OF $f'm$ EVERY 5,000 SQ.	NR	NR	R	ART. 1.	4 B
FT.					
c. VERIFICATION OF PROPORTIONS OF					
MATERIALS AS DELIVERED TO THE PROJECT	NR	NR	R	ART. 1.	4 B
SITE FOR PREMIXED OR PREBLENDED					
MORTAR AND GROUT OTHER THAN SELF- CONSOLIDATING GROUT.					
MINIMUM :	SPECIAL INS	PECTION			
INSPECTION TASK		FREQUENCY		REFERENC	CE FOR
		•		CRITEI	RIA
	LEVEL 1	LEVEL 2	LEVEL 3	TMS 402	TM
					602
a. PROPORTIONS OF SITE PREPARED	THE FOLLOV	VING ARE IN C	OMPLIANCE:		ART.2.
MORTAR	INIT	P			2.6 A
MONTAN					2.6 0
b. GRADE, TYPE AND SIZE OF	NR	Р	P		ART.
REINFORCEMENT, CONNECTORS AND					3.4,
ANCHOR BOLTS					3.6 A
2. PRIOR TO GROUTING, VERIFY THAT THE FOLLOWING					
a. GROUT SPACE	NR	Р	С		ART. 3 D, 3.2
b. PLACEMENT OF REINFORCEMENT,	NR	Р	С	SEC. 6.1,	ART. 3
CONNECTORS AND ANCHOR BOLTS	1411	·		6.3.1, 6.3.6,	E, 3.4
				6.3.7	,
c. PROPORTIONS OF SITE-PREPARED GROUT	NR	Р	Р		ART. 2
					B, 2.4
3. VERIFY DURING CONSTRUCTION:					G,1.k
a. MATERIALS AND PROCEDURES WITH THE	NR	Р	Р		ART. 1
APPROVED SUBMITTALS	I WIT	'	<u> </u>		ANT
b. PLACEMENT OF MASONRY UNITS AND	NR	Р	Р		ART. 3
MORTAR JOINT CONSTRUCTION					В
c. SIZE AND LOCATION OF STRUCTURAL	NR	Р	P		ART. 3
MEMBERS					F
d. TYPE, SIZE AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF	NR	Р	c	SEC.	
ANCHORAGE OF MASONRY TO	INIT	r		1.2.1(e),	
STRUCTURAL MEMBERS, FRAMES OR				6.2.1, 6.3.1	
OTHER CONSTRUCTION				,	
e. WELDING OF REINFORCEMENT	NR	С	С	SEC.	
£ DDEDARATION CONSTRUCTION AND				6.1.6.1.2	ADT 1
f. PREPARATION, CONSTRUCTION AND PROTECTION OF MASONRY DURING COLD	NR	Р	P		ART. 1 C, 1.8
WEATHER (TEMP. BELOW 40°F) OR HOT	ואור				۷, ۱.۵
WEATHER (TEMP. ABOVE 90°F)					
,					ART.
					1.4
4. OBSERVE PREPARATION OF GROUT SPECIMENS,	NR	Р	С		B.2.a.
MORTAR SPECIMENS AND/OR PRISMS					1.4
					B.2.b.
					1.4
					B.2.c. 1.4 B.
					1.45

- R = REQUIRED, NR = NOT REQUIRED
- 2. SHADED COLUMN INDICATES LEVEL OF INSPECTION REQUIRED FOR THIS PROJECT.

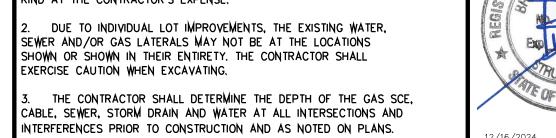


SUPPLEMENTAL NOTES;

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

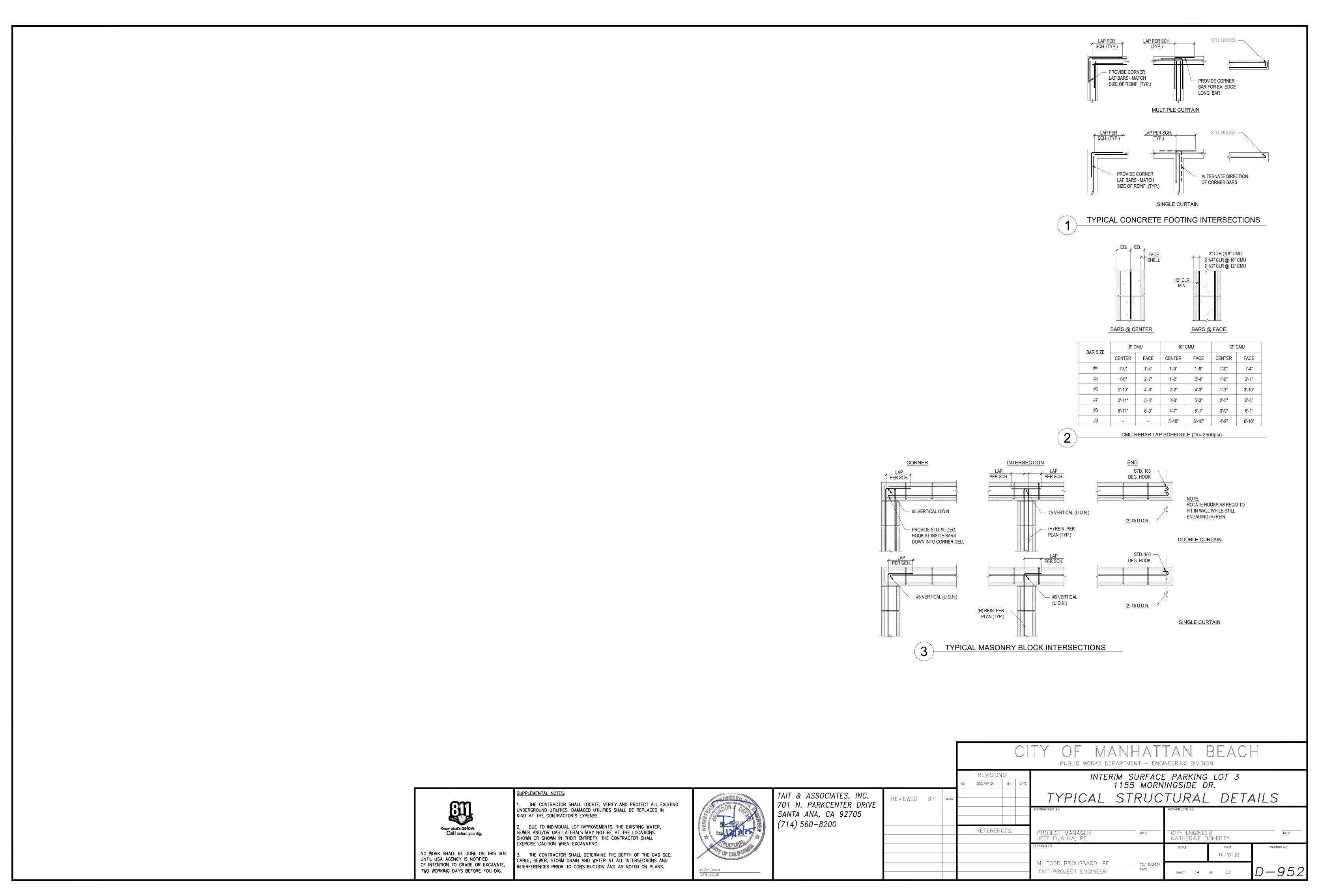
NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAYATE, TWO WORKING DAYS BEFORE YOU DIG.



TAIT & ASSOCIATES, INC. 701 N. PARKCENTER DRIVE SANTA ANA, CA 92705 (714) 560-8200

REVIEWED BY DAT

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION INTERIM SURFACE PARKING LOT 3 1155 MORNINGSIDE DR. REVISIONS DESCRIPTION BY DATE REFERENCES



IRRIGATION LEGEND RADIUS G.P.M. SYMBOL DESCRIPTION PSI PRECIP. RAINBIRD RWS-M-B-C-1402 18" DEEP ROOT WATERING SYSTEM N/A 0.50 30 RAINBIRD 1806-SAM-PRS-SQ-Q SQUARE MICROSPRAY ON 6" POP-UP ☐ RAINBIRD 1806-SAM-PRS-SQ-H SQUARE MICROSPRAY ON 6" POP-UP 0.20 ☐ RAINBIRD 1806-SAM-PRS-SQ-F SQUARE MICROSPRAY ON 6" POP-UP 30 0.40 ▼ RAINBIRD PA-8S-PRS-PCT-05 DRIP EMITTER ON SCH 80 PVC RISER 0.08 SYMBOL DESCRIPTION / MODEL NO. 2" EXISTING POTABLE WATER METER, VERIFY IN FIELD FEBCO 825Y - 1" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE W/ FEBCO 650A BRONZE WYE STRAINER PER CIVIL ENGINEER'S PLAN HUNTER FLOW-CLIK 1" FLOW SENSOR, SEE CONTROLLER SPECIFICATION BELOW FOR ADDITIONAL INFORMATION. RAINBIRD PEB-SERIES REMOTE CONTROL MASTER VALVE - 1" NIBCO BALL VALVE (LINE SIZE) T-585-80-LF (1/2"-3") OR T-580-70 (1-1/4"-1"-3") HUNTER HQ-33DLRC QUICK COUPLING VALVE OR APPROVE EQUAL, INSTALL 6" FROM HARDSCAPE. ΕV Accessible Capable Capable RAINBIRD PEB-SERIES REMOTE CONTROL VALVE - SIZE AS INDICATED ON PLAN RAINBIRD PESB-PRS-D* SERIES REMOTE CONTROL VALVE W/ QKCHK-200 QUICK CHECK BASKET FILTER (200-MESH) SEE STRIPING AND SIGNAGE PLAN *CONTRACTOR TO SET PRS-DIAL TO 30 PSI ON ALL VALVES SERVING LOW VOLUME SPRAYS CHARGING CHARGING ΕV CHARGING | CHARGING ONLY SOLAR SYSTEM-4, I.T.S 2,000 WATT SOLAR POWER SYSTEM CONNECTION FOR IRRIGATION CONTROLLER. ONLY ONLY ONLY AVAILABLE THROUGH I.T.S (714) 696-7526 PVC CLASS 200 LATERAL LINE - 12" COVER IN PLANTING AREA. PVC SCHED. 40 - 24" COVER UNDER PAVING. CONTROLLER LOCATION IRRIGATION CONTROLLER IN A VANDAL-RESISTANT ENCLOSURE. SEE PVC CLASS 200 TREE BUBBLER LATERAL LINE - 12" COVER IN PLANTING AREA. PVC SCHED. 40 - 24" COVER UNDER IRRIGATION LEGEND FOR SPECIFICATIONS. CONTRACTOR SHALL VERIFY FINAL CONTROLLER LOCATION AND ELECTRICAL POWER PRIOR TO BEGINNING WORK AND MAKE FINAL CONNECTION. PVC IRRIGATION MAINLINE; SCH. 40 - 2" AND SMALLER, CLASS 315 2-1/2" AND LARGER. 36" COVER UNDER PAVING, 18" COVER IN PLANTING AREAS, SIZE AS NOTED ON PLAN. GENERAL CONTRACTOR SHALL CONNECT TO SOLAR SYSTEM SUPPLY LOCATED ADJACENT TO THE CONTROLLER. ITS TO PROVIDE CERTIFICATION FOR CONNECTION TO SOLAR POWER UNIT. - - - PROPOSED WATER SUPPLY LINE (ESTIMATED LOCATION), PER CIVIL ENGINEER'S PLANS _ _ _ _ _ SCH 40 PVC PIPE 2X DIA. OF PIPE BEING SLEEVED- 2" MIN. --- SCH 40 PVC WIRE SLEEVE - 2" MIN. COMPACT COMPACT HUNTER PRO-C - 13 STATION CONTROLLER IN STRONG BOX PRE-ASSEMBLED PRODUCT AVAILABLE THROUGH; IMPERIAL TECHNICAL SERVICES, CONTACT DARYL GREEN FOR COORDINATION AND VERIFICATION OF FLOW SENSOR HARDWARE. PROVIDE CERTIFICATION FROM I.T.S. OF UL POINT OF CONNECTION LISTED INSTALLATION IN CONFORMANCE TO SPEC. PHONE 949-584-7311 2" EXISTING METER AND CONNECTION. LANDSCAPE ASSEMBLY MODEL NO. ICA1-HU13-13 / SOLSP / SP / IFS-100HFC WEATHER SENSOR LOCATION. MOUNT HUNTER SOLAR SYNC SENSOR ON POLE WITH NO OVERHEAD OBSTRUCTION & AWAY FROM HEAT REFLECTING SURFACE/ MASS. TEST AND VERIFY CONNECTION TO CONTROLLER. FINAL LOCATION TO BE RESPONSIBLE FOR ANY CHANGES OR MODIFICATIONS IF THE VERIFIED WITH ITS TECHNICIAN. OWNER IS NOT NOTIFIED OF SUCH DISCREPANCIES. SET PRESSURE REGULATOR TO 67 PSI. FRICTION LOSS CALCULATION EXISTING WATER SUPPLY LINE. TEE OFF AND EXTEND INTERIM SURFACE PARKING LOT 3 DRIVE PROJECT NAME: FOR IRRIGATION MAINLINE. 25011 Project No.: COMPACT COMPACT WATER PURVAYOR: N/A WEATHER SENSOR LOCATION. MOUNT DEVICE ON POLE, MIN. 10' HEIGHT FROM FINISH GRADE LOCATION. INSTALL SIDE WATER TYPE: POTABLE POLE, MOUNT DEVICE MIN. 10' HEIGHT FROM FINISH GRADE. DATA GIVEN BY: BIANCE CARDENAS _ _ . _ _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ _ . _ . _ . _ . _ EXISTING WATER MORNING (310) 802-5357 DATE: 2/4/2025 - PROPOSED WATER SERVICE METER —BALL VALVE BACKFLOW ----STATIC PRESSURE: -MASTER VALVE DEVICE PRESSURE -REGULATOR P.O.C. ELEVATION: PROPOSED — FLOW WATER SERVICE VALVE NO: PVC IRRIGATION — FLOW SENSOR — FLOW RATE GPM IRRIGATION P.O.C. ASSEMBLY ELEVATION @ VALVE WATER SERVICE LINE 0.0 PSI CONTROL VALVE TAG LEGEND SYSTEM INDICATED ON THE DRAWINGS IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR GRAPHIC DESIGN CLARITY PURPOSES ONLY. EQUIPMENT SHALL BE LOCATED IN SHRUB PLANTING AREAS. AVOID ANY CONFLICTS BETWEEN THE WATER METER PSI - INDICATES STATION NUMBER IRRIGATION EQUIPMENT LOCATIONS AND SPRINKLER SPRAY WITH TREE TRUNK, SHRUBS, ARCHITECTURAL FEATURES, LIGHT POLES, UTILITY STRUCTURE, ETC. ROUTE PIPES AROUND TREES; DO NOT INSTALL PIPES UNDER TREES. / 5 $\stackrel{\mathsf{X}}{\sim}$ 15 $\stackrel{\mathsf{\longleftarrow}}{\leftarrow}$ Indicates total flow in GPM BACKFLOW and WYE STRAINER 13.5 PSI MICRO SPRAY (RAINBIRD SQ) 、1° •/ MS •— INDICATES NOZZLE TYPE 'AS BUILT' NOTE: FLOW METER 1.0 PSI └ TB TREE BUBBLER DURING THE CONSTRUCTION, LANDSCAPE CONTRACTOR SHALL TAKE FIELD NOTES OF ACTUAL LOCATIONS WHERE IRRIGATION INDICATES VALVE SIZE EQUIPMENT HAS BEEN INSTALLED ON A DAILY BASIS TO REFLECT WORK COMPLETED, PREPARE 'AS BUILT' DRAWING ON BOND PAPER 0.0 PSI GRAVITY PRESSURE Elevation difference: 0 COPY OF IRRIGATION PLAN PER SPECIFICATION V (FIVE), SUBSECTIONS A THROUGH G, AND REDLINE FIELD NOTES INDICATING 'AS DESIGN CRITERIA BUILT' INFORMATION. SUBMIT TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO PREPARATION OF FINAL 'AS-BUILT' feet loss/100' 1.74 PSI 1.3 PSI MAINLINE PIPE WATER TYPE: POTABLE DRAWING AND CONTROLLER CHART FOR SUBMITTAL TO THE OWNER. STATIC WATER PRESSURE: 83 PSI MASTER VALVE 1.8 PSI WATER PURVEYOR: BIANCA CARDENAS INFORMATION GIVEN BY: 02/04/2025 1.8 PSI (310) 802-5357 PHONE NUMBER: 5.0 PSI LATERAL PIPE/FITTINGS (allowance) IRRIGATION CONTRACTOR SHALL VERIFY THE STATIC WATER PRESSURE WITH SUPPLIER PRIOR TO INSTALLATION. IF DIFFERENT 30.0 PSI PRESSURE @ HEAD FROM ABOVE, NOTIFY CDPC OR OWNER. FAILURE TO GIVE SUCH NOTIFICATION MAY RESULT IN CONTRACTOR BEING RESPONSIBLE PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION TOTAL PRESSURE LOSS: **54.3** PSI FOR CHANGES/WORK THAT MIGHT OCCUR. INTERIM SURFACE PARKING LOT 3 REVISIONS RESIDUAL PRESSURE: (MIN. 10% OF STATUC PRESSURE) **28.7** PSI 1155 MORNINGSIDE DR. DESCRIPTION BY DATE SUPPLEMENTAL NOTES: IRRIGATION PLAN REVIEWED BY 1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE. conceptual design + planning company KATHERINE DOHERTY 2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, JEFF FIJALKA, PE Know what's below. Call before you dig. 675 Scenic Drive, Suite 200 REFERENCES SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS PROJECT MANAGER CITY ENGINEER Costa Mesa, CA 92626 SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL T: 949.399.0870 EXERCISE CAUTION WHEN EXCAVATING. www.cdpcinc.com DRAWING NO. COSTA MESA - CENTRAL COAST - LAS VEGAS NO WORK SHALL BE DONE ON THIS SITE VYVY HA 3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, 03-10-25 PER PLAN UNTIL USA AGENCY IS NOTIFIED CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND nis accument contains proprietary information for the limited purpose of evaluation, paralleg, or terew. This accument and its contents and any not be used by any others without prior written consent of CDPC. Written dimensions shall take precedence over scaled dimensions and shall be verified on the job site. Any discrepancies shall be brought to the attention of CDPC prior to commencement of work.

OF INTENTION TO GRADE OR EXCAVATE,

TWO WORKING DAYS BEFORE YOU DIG.

INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

SHEET 15 OF 22

VINCENT ROJAS

ROJECT MANAGER

IRRIGATION NOTES

- 1. EXISTING UTILITIES INFORMATION ON THE DRAWINGS RELATING TO EXISTINGUTILITY LINES AND SERVICES IS FROM THE BEST SOURCES AVAILABLE. ALL SUCH INFORMATION IS FURNISHED ONLY FOR INFORMATION AND IS NOT GUARANTEED THE CONTRACTOR SHALL EXCAVATE TEST PITS AS REQUIRED TO DETERMINE EXACT LOCATIONS OF EXISTING UTILITIES. CALL UTILITY LOCATING SERVICE FOR PRECISE UTILITY LOCATIONS BEFORE BEGINNING ANY WORK. UNDERGROUND SERVICE ALERT (800) 227-2600.
- 2. UTILITY REQUIREMENTS THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING AROUND ANY OF THEIR STRUCTURES. THE UTILITY COMPANIES LISTED BELOW SHALL BE CONTACTED:
- GAS COMPANY
- TELEPHONE COMPANY
- ELECTRICAL
- POWER COMPANY
- CABLE TELEVISION COMPANY
- WATER SUPPLY COMPANY

THE CALIFORNIA PUBLIC UTILITIES COMMISSION MANDATES THAT, IN THE INTEREST OF PUBLIC SAFETY, MAIN LINE GAS VALVES BE MAINTAINED IN A MANNER TO BE READILY ACCESSIBLE AND IN GOOD OPERATING CONDITION. THE CONTRACTOR SHALL NOTIFY THE GAS COMPANY'S HEADQUARTERS PLANNING OFFICE AT LEAST TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.

- SYSTEM INDICATED ON THE DRAWINGS IS DIAGRAMMATIC. ALL EQUIPMENT SHOWN IN PAVED AREAS IS FOR GRAPHIC DESIGN CLARIFICATION PURPOSES ONLY. EQUIPMENT SHALL BE LOCATED IN SHRUB PLANTED AREAS RATHER THAN TURF AREAS WHENEVER POSSIBLE. AVOID ANY CONFLICTS BETWEEN THE SPRINKLER SYSTEM, PLANTING OR ARCHITECTURAL FEATURES.
- IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE, WATER CONSERVATION AND PREVENTION OF OVERSPRAY ONTO WALKS AND ROADWAYS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE SELECTING THE BEST DEGREE OF ARC TO FIT THE EXISTING SITE CONDITION AND TO THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM.
- IRRIGATION CONTRACTOR SHALL NOT INSTALL THE SYSTEM AS INDICATED ON THE DRAWINGS WHEN IT IS OBVIOUS THAT OBSTRUCTION, GRADE DIFFERENCES OR AREA DIMENSION DIFFERENCES EXIST. NOTIFY THE OWNER OF ANY DISCREPANCIES. IN THE EVENT THAT NOTIFICATION IS NOT MADE, THE IRRIGATION CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR NECESSARY CHANGES AND WORK.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, WALL LOCATIONS, ETC., THAT WILL EFFECT HIS WORK. ALSO, COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR AND OTHERS FOR LOCATING PIPE AND WIRE SLEEVES THROUGH WALLS, STRUCTURES, UNDER ROAD PAVING, ETC.
- INSTALL ALL HEADS USING TRIPLE-SWING JOINTS PER DETAILS AND USE POP-UPHEADS WHEREVER PEDESTRIAN TRAFFIC COULD OCCUR. INSTALL ALL MAINLINE UNDER PAVING 36" DEEP IN SLEEVES TWICE THE SIZE OF THE PIPE BEING SLEEVED. INSTALL ALL EQUIPMENT PER LOCAL CODES.
- 8. THE IRRIGATION DESIGN IS BASED ON A MINIMUM OPERATING PRESSURE OF 64 PSI AND MAXIMUM DEMAND OF 8 GPM AT THE POINT OF CONNECTION.
- 9. A 120 VOLT ELECTRICAL POWER OUTLET AT EACH AUTOMATIC CONTROLLER LOCATION SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO COORDINATE NECESSARY POWER SOURCES AND TO MAKE THE FINAL HOOK-UP FROM THE ELECTRICAL OUTLET TO THE AUTOMATIC CONTROLLER(S), INCLUDING PROPER GROUNDING AS REQUIRED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
- 10. PRIOR TO BID, CONTRACTOR SHALL VERIFY EXISTING STATIONS AT ADJACENT WORK AREA AND DETERMINE VALVES CONTROLLING HEADS INDICATED FOR CONNECTION TO EXISTING SYSTEM. CONTRACTOR SHALL VERIFY VALVE SIZE AND EXISTING GPM FLOW PRIOR TO ADDING NEW HEADS. ALSO, SPACING AND COVERAGE SHALL BE VERIFIED AND NECESSARY PROVISION IN BID MADE FOR REQUIRED ADJUSTMENTS AND MODIFICATIONS TO ACHIEVE PROPER COVERAGE.
- 11. ALL POP-UP TYPE SPRINKLER HEADS INSTALLED IN SHRUB OR GROUND COVER AREAS SHALL BE INSTALLED SO THAT THE TOP OF THE SPRINKLER HEAD IS 1" ABOVE FINISH GRADE.
- 12. ALL POP-UP TYPE SPRINKLER HEADS INSTALLED IN LAWN AREAS SHALL BE INSTALLED SO THAT THE TOP OF THE SPRINKLER HEAD IS FLUSH WITH ADJACENT SIDEWALK OR CURB.
- 13. IN OPEN SEEDED LAWN AREAS, SET TOP OF POP-UP TYPE SPRINKLER HEADS 3" ABOVE FINISH GRADE UNTIL LAWN IS ESTABLISHED. LOWERING OF ALL LAWN HEADS BY THE IRRIGATION CONTRACTOR SO THAT THE TOP OF THE SPRINKLER HEAD IS 1/2" ABOVE FINISH GRADE SHALL BE ACCOMPLISHED WITHIN TEN (10) DAYS AFTER NOTIFICATION BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
- 14. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE OF THE AREA TO BE IRRIGATED UNLESS OTHERWISE DESIGNATED ON THE PLANS.
- 15. EXISTING TREES WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATION IN AREAS WHERE TWO (2) INCH AND LARGER ROOTS OCCUR SHAL BE DONE BY HAND. ALL ROOTS TWO (2) INCHES AND LARGER IN DIAMETER, EXCEPT DIRECTLY IN THE PATH OF PIPE OR CONDUIT, SHALL BE TUNNELED UNDER AND SHALL BE HEAVILY WRAPPED WITH BURLAP TO PREVENT SCARRING OR EXCESSIVE DRYING. WHERE A TRENCHING MACHINE IS RUN CLOSE TO TREES HAVING ROOTS SMALLER THAT TWO (2) INCHES IN DIAMETER, THE WALL OF THE TRENCH ADJACENT TO THE TREE SHALL BE HAND TRIMMED. MAKING CLEAN CUTS THROUGH, ROOTS ONE (1) INCH AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO COATS OF TREE SEAL, OR EQUAL. TRENCHES ADJACENT TO TREE SHOULD BE CLOSED WITHIN TWENTY FOUR (24) HOURS: AND WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH BURLAP OR CANVAS.

Project Na	me:	Manhattan Beach - Lot								
Project Loca	ıtion:	Orange, CA								
,										
Reference E	vapotranspiration (Eto):	CIMIS Station	Redondo Beach	42.6			ETAF	Non-Residential	0.45	
Hydrozone	Planting Description	Plants' Water Use	Plant Factor (PF)	Shade/Sun	Irrigation Method Nozzie Type	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (sq.ft.)	ETAF x Area	Estimated To Water Use (ETWU)
Regular L	andscape Area									
HZ-1	Tree	Low	0.2	Sun	Root Watering System	0.81	0.25	100	24.7	652
HZ-2	Tree	Medium	0.5	Sun	Root Watering System	0.81	0.62	75	46.3	1,223
HZ-3	Shrub/GC/Vine	Low	0.2	Sun	Micro Spray-RAINBIRD SQ 2.5'	0.75	0.27	1,153	307.5	8,121
								(A)	(B)	
							Totals	1,328	378	9,996
Special Lan	dscape Areas									
SLA-1	No SLA						1	0	0	0
SLA-2	No SLA						1	0	0	0
								(C)	(D)	
							Totals	0	0	0
								ETWU Total		9,996
						Maximum Allowed Water				15,784
ETWU (Annuc	al Gallons Required) = ET	o x 0.62 x ETAF	x Area							
0.62 is a conversion										
MAWA (Annu	ial Gallons Allowed) = Etc	o x 0.62 x [(ET/	AF x LA) + ((1-ETAF)	X SLA)]						
	FTAE Coloniadore									
	ETAF Calculations	Average ETAF for								
	Regular Landscape Areas				All Landscape Areas					
	Total ETAF x Area (B)	378.5			Total ETAF x Area (B+D)	378.5				
	Total Area (A)	1328			Total Area (A+C)	1,328				
	Total Alea (A)	1020			1014171104 (7110)	.,				

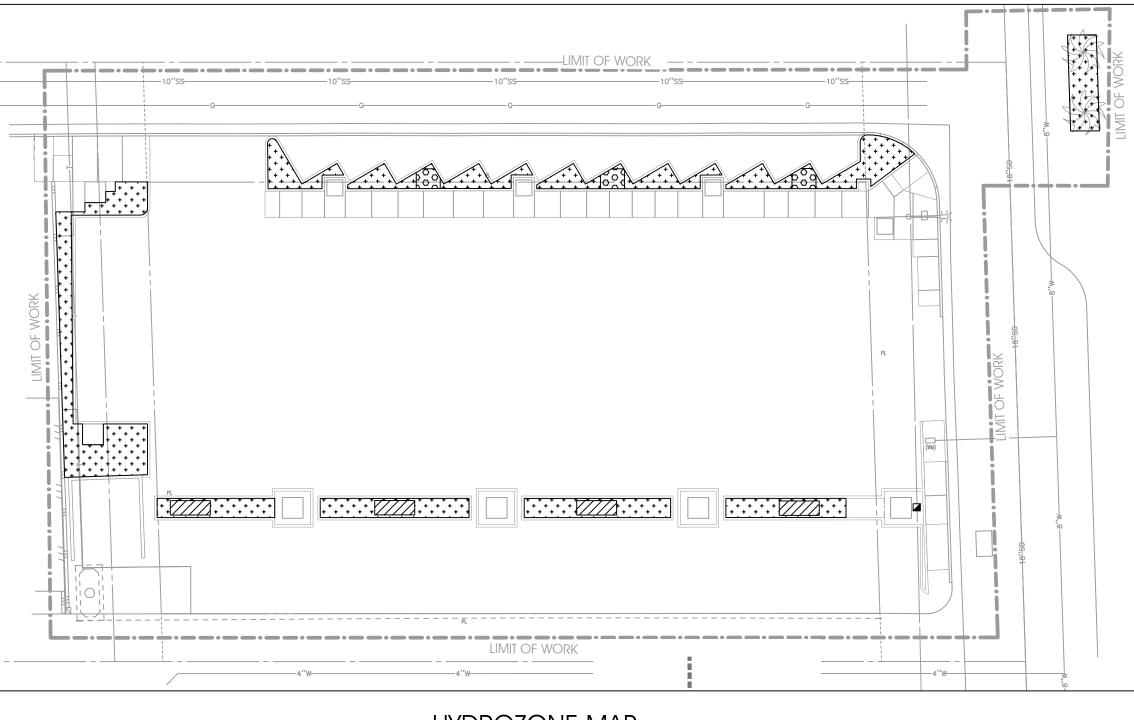
This schedule provides schedule	dule for daily watering in highest Eto m	onth (July) as baseline schedule	Э.						
	made by inputting monthly water budg			n.					
Soak Time between Cycles for C	Cycle and Soak:	15 min.					**Micro Clir	mate: 1=Sun, 0.7=Sha	de
Cycle Starting Time:		3:00 AM							
* Frequency of watering	1 =	Everyday			7=	Once a we	ek (Every 7	days)	
	2 = 3=	Every 2 days (3 times/ week) Every 3 days (2 times/ week)							
	3=	Every 3 days (2 times/ week)							
Hydrozone	Controller station no.	Irrigation Method	Frequency of watering *	Number of Cycles	Run Time (minutes)	No. of valve stations per Hz	Runtime per HZ	Plant Description	Micro Climate**
HZ-1	2	Root Watering System	1	1	2	1	2	Tree	Su
HZ-2	4	Root Watering System	1	1	4	1	4	Tree	Su
HZ-3	1, 3, 5	Micro Spray-RAINBIRD SQ 2.5'	1	1	2	3	6	Shrub/GC/Vine	Su
					Total r	ninutes***	12		
					Total	Hours**	0.20		
***Total watering minutes/hor	urs do not include the time for valves o	pen and close.							
•	urs do not include the time for valves o		struction.						
This irrigation watering schedule Since an accurate agricultural sc		documentation package prior to cor		allation,			time and		
This irrigation watering schedule Since an accurate agricultural sc	has been prepared as a part of landscape oils analysis will not be performed until after on the final site conditions and soil type.	documentation package prior to cor		allation,			time and		
This irrigation watering schedule Since an accurate agricultural sc cycle may be needed depending NOTES ON WATERING In Providing opinions of p Conceptual Design and F of the irrigation system, a are made on the basis of	has been prepared as a part of landscape bils analysis will not be performed until after on the final site conditions and soil type. SCHEDULE probable water use calculations, to Planning Co. has no control over and that the opinions of probable fourrent evapotranspiration data standards, along with Conceptual	documentation package prior to con r site grading is done but prior to lar he client understands that the installation or managem water use calculations provprovided by CIMIS, irrigatio	dscape inst	allation,			time and		
This irrigation watering schedule Since an accurate agricultural so cycle may be needed depending NOTES ON WATERING In Providing opinions of p Conceptual Design and F of the irrigation system, a are made on the basis of industry manufacturer's s qualifications and experie This irrigation schedule is site specific conditions bu system distribution efficie	has been prepared as a part of landscape bils analysis will not be performed until after on the final site conditions and soil type. SCHEDULE probable water use calculations, to Planning Co. has no control over and that the opinions of probable fourrent evapotranspiration data standards, along with Conceptual	documentation package prior to condocumentation package prior to consiste grading is done but prior to large the client understands that the installation or manager water use calculations prover provided by CIMIS, irrigation Design and Planning Co.'s the conditions, actual irrigation of plant material, should be	dscape inst	allation,			time and		

his schedule provides sche	edule for daily watering in high	est Eto month (July) as base	line sched	ule.					
Monthly adjustments shall be	e made by inputting monthly v	vater budgeting factor in autor	natic cont	oller pro	ogram.				
Soak Time between Cycles for	Cycle and Soak:	15 min.					Micro Clima	ute*: 1=Sun, 0.7=Shade	
Cycle Starting Time:		3:00 AM							
Frequency of watering	1 =	Everyday							
	2 =	Every 2 days (3 times/ week)							
	3=	Every 3 days (2 times/ week)							
Hydrozone	Controller station no.	Irrigation Method	Frequency of watering	Number of Cycles	Run Time (minutes)	no. of valve stations per Hz	Runtime per HZ	Plant Description	Micro Climate* (Sun/Shade)
HZ-1	2	Root Watering System	1	1	3	1	3	Tree	Sun
HZ-2	4	Root Watering System	1	1	6	1	6	Tree	Sun
HZ-3	1, 3, 5	Micro Spray-RAINBIRD SQ 2.5'	1	1	3	3	9	Shrub/GC/Vine	Sun
					Total m	inutes**	18		
					Total	Hours**	0.30		
***Total watering minutes/ho	ours do not include the time fo	or valves open and close.							
This irrigation watering schedule	e has been prepared as a part of	landscape documentation packaç	ge prior to c	onstructi	on.				

LANDSCAPE WATER CONSERVATION STATEMENT

- Water conservation is achieved in this landscape construction document as described below
- 1. All plant materials selected for this site were appropriate for the geographical location and local climate, their adaptability to drought. Data from WULCOLS IV has been used for determining species' plant factor for the water use calculations
- 2. Plants with similar water use requirements were grouped together.
- 3. 95% of landscape areas are planted with low water use plants, the balance with moderate use plants. No high water use plants are used.
- 4. Irrigation sections/hydrozones are separated by considering plant species factor, plant density and microclimate. If low water use plants are mixed with moderate water use plants in the same hydrozone, the moderate water use factor is used for water use calculations. See Hydrozone exhibit and table.
- 5. The irrigation system utilizes low-volume distribution system with a master valve, flow sensor, check valves, ET based automatic controllers with Cycle+Soak and water budgeting capability, weather station, rain shut-off.
- 6. All tree, shrub and groundcover areas will be dressed with 3" layer of mulch moisture retention and to discourage weeds.
- 7. Planting and irrigation plans comply with the standards set forth in local municipal code and water
- 8. The use of turf is eliminated

consevation ordinance.



HYDROZONE MAP

Imperial TECHNICAL SERVICES

Solar System 4: I.T.S. 2,000 Watt Hour Solar Power System Model Number: SOLAR-SYSTEM4

This solar power system has been designed to help with situations where permanent electrical power has yet to be provided on the job site and a temporary power solution is needed.

This Imperial Solar Assembly is built with the highest quality standards using the best components to provide a cost effective solution to the long standing problem of getting temporary power to the job site.

The all-aluminum box provides a hasp for padlock lock-up and dual handles that can be used to chain/cable the box down for







FEATURES:

- 200 Watt Solar Panel and Mounting Bracket *
- 200 Watt Panel = 58" x 26"
- 160 Amp Hour LiFeP04 Type Battery
- Padlock Hasp on Box
- Weather Resistant 120VAC Lockable Outlet Box on Back for Easy Hookup
- Vented Box with Vent Pads for Airflow
- 3 Year Limited Warranty (excludes Battery)

* = Excludes the 3" Galvanized Pole

Imperial Technical Services 6630 Patterson Road, Livermore, CA 94550 (925) 667-2190

Imperial Technical Services 1480 N. Hancock St, Anaheim, CA 92807 (714) 696-7526

Fax (714) 696-7545 Fax (925) 667-2197

LEGEND

Water Use Exposure Irrigation Type

Root Watering System

Low Volume Spray (Rainbird SQ)

SOLAR SYSTEM 4-2022

MANHATTAN BEACH PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION REVISIONS INTERIM SURFACE PARKING LOT 3 DESCRIPTION BY 1155 MORNINGSIDE DR. IRRIGATION CALCULATIONS & NOTES REVIEWED BY KATHERINE DOHERTY JEFF FIJALKA, PE REFERENCES DATE PROJECT MANAGER CITY ENGINEER DRAWING NO. VYVY HA PER PLAN 03-10-25 CHECKED BY



NO WORK SHALL BE DONE ON THIS SITE

OF INTENTION TO GRADE OR EXCAVATE,

TWO WORKING DAYS BEFORE YOU DIG.

UNTIL USA AGENCY IS NOTIFIED

SUPPLEMENTAL NOTES:

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

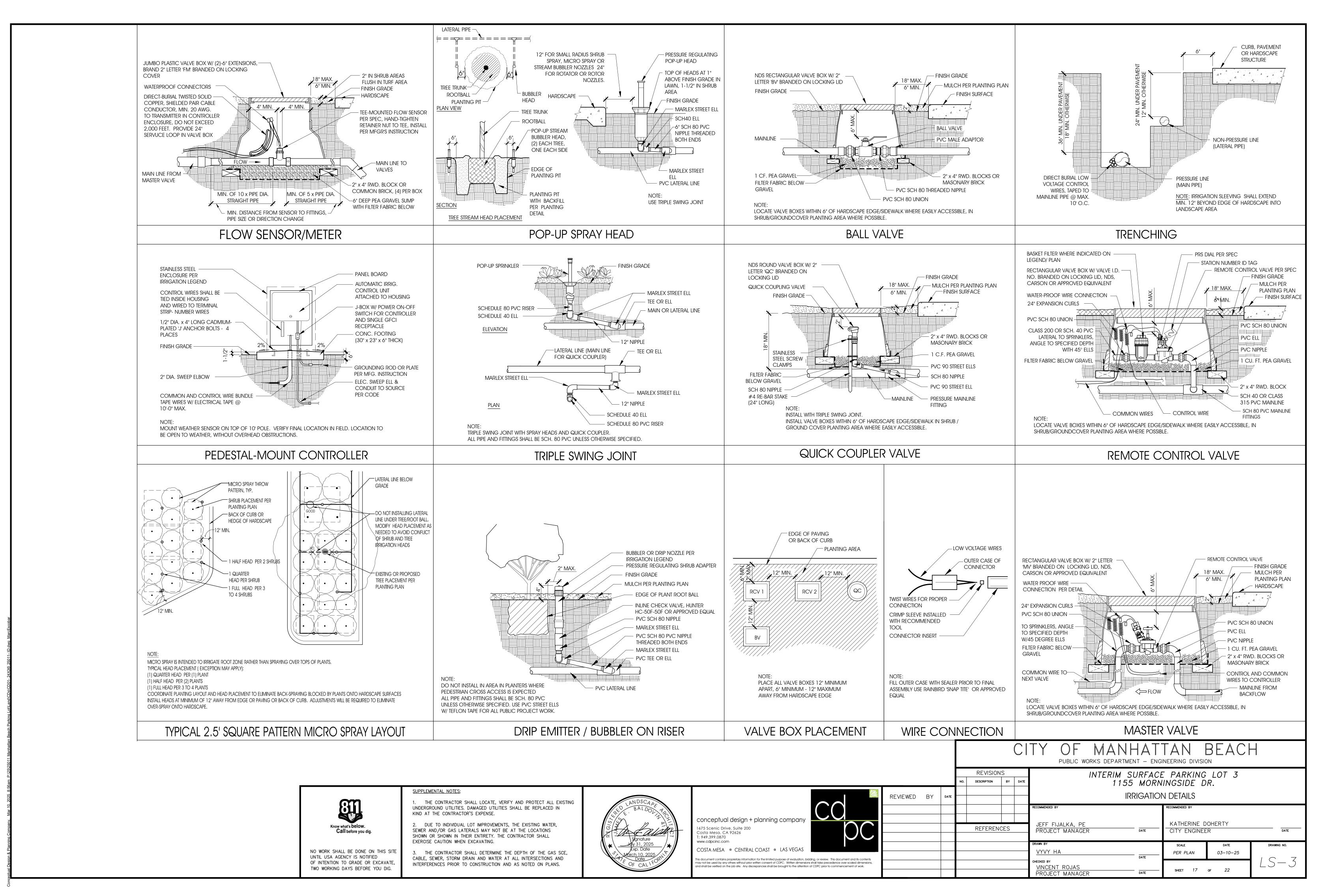


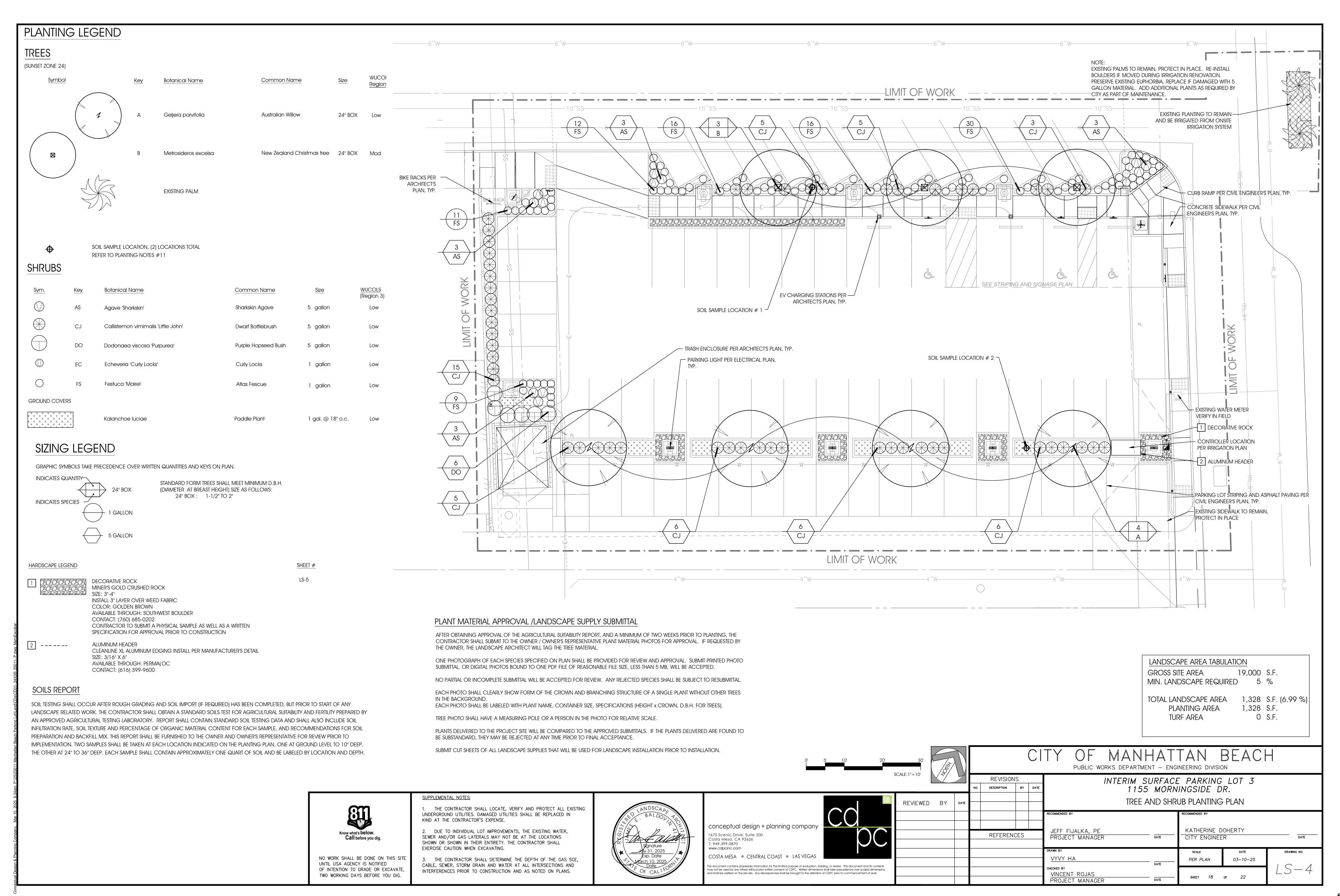
1675 Scenic Drive, Suite 200 osta Mesa, CA 92626 T· 949 399 0870 www.cdpcinc.com

conceptual design + planning company COSTA MESA - CENTRAL COAST - LAS VEGAS s document contains proprietary information for the limited purpose of evaluation, bidding, or review. This document and its content

r not be used by any others without prior written consent of CDPC. Written dimensions shall take precedence over scaled dimensiors shall be verified on the job site. Any discrepancies shall be brought to the attention of CDPC prior to commencement of work.

VINCENT ROJAS SHEET 16 OF 22 PROJECT MANAGER





PLANTING NOTES

- I. EXISTING UTILITIES: INFORMATION ON THE DRAWINGS RELATING TO ALIGNMENT OF EXISTING UTILITY LINES AND SERVICES WAS PROVIDED BY OTHERS AND IS FROM THE BEST SOURCE AVAILABLE. ALL SUCH INFORMATION IS FURNISHED ONLY FOR INFORMATION AND IS NOT GUARANTEED. THE CONTRACTOR SHALL EXCAVATE TEST PITS AS REQUIRED TO DETERMINE EXACT LOCATIONS OF ALL EXISTING UTILITIES. CALL UTILITY LOCATING SERVICE AND OBTAIN PRECISE UTILITY LOCATIONS MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK. UNDERGROUND SERVICE ALERT (800)227-2600.
- 2. UTILITY REQUIREMENTS: THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES AT LEAST 48 HOURS IN ADVANCE OF EXCAVATING AROUND ANY OF THEIR STRUCTURES. THE UTILITY COMPANIES LISTED BELOW SHALL BE CONTACTED:
- CITY/COUNTY PUBLIC WORKS/ ENGINEERING
- DEPARTMENT
- GAS COMPANY TELEPHONE COMPANY
- ELECTRICAL POWER COMPANY
- CABLE TELEVISION COMPANY

WATER SUPPLY COMPANY

- THE CALIFORNIA PUBLIC UTILITIES COMMISSION MANDATES THAT, IN THE INTEREST OF PUBLIC SAFETY, MAIN LINE GAS VALVES BE MAINTAINED IN A MANNER TO BE READILY ACCESSIBLE AND IN GOOD OPERATING CONDITION. THE CONTRACTOR SHALL NOTIFY THE GAS COMPANY'S HEADQUARTERS PLANNING OFFICE AT LEAST TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES.
- 4. DO NOT WILLFULLY PROCEED WITH PLANTING AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES AND/OR AREA DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH ANY SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH LANDSCAPE INSTALLATION OPERATIONS.
- 6. CONTRACTOR SHALL NOTIFY OWNER'S AUTHORIZED REPRESENTATIVE 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO SCHEDULE A PRE-CONSTRUCTION MEETING AND COORDINATE PROJECT REVIEWS.
- 7. SEE SPECIFICATIONS FOR PLANTING REQUIREMENTS, MATERIALS AND EXECUTION. SEE DETAILS AND SPECIFICATIONS FOR STAKING METHOD, PLANT PIT DIMENSIONS AND BACKFILL REQUIREMENTS.
- 8. CONTRACTOR TO PROVIDE A MINIMUM OF 2% POSITIVE DRAINAGE IN ALL PLANTING AREAS. IN NO CASE SHALL WATER DRAIN TOWARDS BUILDINGS.
- 9. LANDSCAPE CONTRACTOR TO RECEIVE SITE GRADED TO +/-0.10 FOOT. CONTRACTOR SHALL OBTAIN LETTER OF GRADE CERTIFICATION FROM OWNER PRIOR TO PROJECT EXECUTION.
- 10. WEED AND EXISTING GRASS CONTROL: WEED AND GRASS TYPES SHOULD BE IDENTIFIED BY AN APPROVED LICENSED PEST CONTROL ADVISOR TO ENSURE COMPATIBILITY WITH CHEMICALS AND SEASON OF THE APPLICATION. DO NOT USE CHEMICAL/METHOD THAT WOULD ADVERSELY EFFECT NEW PLANTINGS. REMOVE EXISTING PERENNIAL WEEDS FROM SITE BY MOWING AND GRUBBING. FOLLOWING SOIL PREPARATION AND INSTALLATION OF ALL SPECIMEN TREES, PERFORM WEED ABATEMENT PROCEDURE AS FOLLOWS:
 - a. APPLY 100 LBS. 46-0-0 COMMERCIAL FERTILIZER PER ACRE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
 - b. WATER FOUR TIMES DAILY FOR 14 CONSECUTIVE DAYS TO PROMOTE EXISTING WEED/SEED GERMINATION.
 - c. CEASE WATERING FOR THREE DAYS
 - d. SPRAY AREA WITH A NON-SELECTIVE/NON-RESIDUAL SYSTEMIC HERBICIDE TO ERADICATE GERMINATED WEEDS.
 - e. LET WEEDS DIE FOR A PERIOD OF SEVEN DAYS MINIMUM WITHOUT IRRIGATION.
 - f. REMOVE ALL WEEDS FROM SITE BY HOEING AND RAKING TO A MINIMUM DEPTH OF 1/2" BELOW SOIL SURFACE.
 - g. IF WEEDS PERSIST, THE ABOVE ERADICATION PROCEDURE SHALL BE REPEATED.
- 11. SOIL TESTING: THE CONTRACTOR SHALL OBTAIN A SOILS TEST FOR AGRICULTURAL SUITABILITY AND FERTILITY PREPARED BY AN APPROVED AGRICULTURAL TESTING LABORATORY. SOIL TESTING SHALL OCCUR AFTER ALL SOIL HAS BEEN IMPORTED TO THE SITE AND ROUGH GRADE ESTABLISHED, BUT PRIOR TO SOIL PREPARATION. REPORT SHALL CONTAIN RECOMMENDATIONS FOR SOIL PREPARATION AND BACKFILL MIX. REPORT SHALL CONTAIN STANDARD SOIL TESTING DATA AND SHALL ALSO INCLUDE SOIL INFILTRATION RATE, SOIL TEXTURE, PH, TOTAL SOLUBLE SALTS, SODIUM AND % OF ORGANIC MATERIAL CONTENT FOR EACH SAMPLE, AND RECOMMENDATIONS FOR SOIL PREPARATION AND BACKFILL MIX.. THIS REPORT SHALL BE FURNISHED TO THE OWNER AND OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO IMPLEMENTATION. TWO (2) SAMPLES SHALL BE TAKEN AT EACH OF THE MINIMUM OF TWO (2) LOCATIONS. FROM ONE LOCATION, TAKE (1) SAMPLE AT 10" DEEP AND (1) SAMPLE FROM 24" TO 36" DEEP. EACH SAMPLE SHALL CONTAIN APPROXIMATELY ONE QUART OF SOIL AND BE LABELED PER LOCATION AND DEPTH, AND TESTED SEPARATELY. SEE PLANTING PLAN FOR SAMPLE LOCATIONS.
- 2. SOIL PREPARATION: FOR BID PURPOSES, ASSUME THE ROTOTILLING OF THE FOLLOWING AMENDMENTS INTO THE SOIL AT RATES INDICATED PER 1,000 SQUARE FEET:
 - 5 C.Y. NITROGEN STABILIZED REDWOOD SHAVINGS
 - 150 LBS, GYPSUM • 125 LBS. GRO POWER PLUS
- 13. BACKFILL: FOR BID PURPOSES, FOLLOW THE PLANTING SPECIFICATIONS SECTION VIII, H.
- 4. ABOVE SOIL PREPARATION AND BACKFILL SPECIFICATIONS ARE FOR BIDDING PURPOSE ONLY. CONTRACTOR TO AMEND SOIL AND PREPARE BACKFILL IN ACCORDANCE WITH APPROVED SOIL FERTILITY ANALYSIS RECOMMENDATIONS.
- 15. UNDER NO CIRCUMSTANCES, CONCRETE AND OTHER DEBRIS MAY BE CRUSHED AND REUSED AS FILL IN PLANTING AREA. SHOULD IMPORT SOIL BE NECESSARY, INDICATE SOURCE LOCATION. SOIL SHALL BE SANDY LOAM CONTAINING NO TOXIC CHEMICALS. SUBMIT AGRICULTURAL SUITABILITY AND FERTILITY TESTING FOR THIS IMPORT TO OWNER'S REPRESENTATIVE FOR APPROVED PRIOR TO SOIL IMPORTATION. TEST REPORT SHALL INCLUDE SOIL AMENDMENT RECOMMENDATIONS AND BE DONE BY AN APPROVED CALIFORNIA ASSOCIATION OF AGRICULTURAL LABORATORIES MEMBER.
- 6. AFTER AMENDING SOIL, BUT PRIOR TO PLANTING, CONTRACTOR SHALL PERFORM PERCOLATION TEST AT SELECTED LOCATION(S) SHOWN ON TREE PLANTING PLAN. NOTIFY LANDSCAPE ARCHITECT 48 HOURS PRIOR TO THE TEST. TEST AS FOLLOWS. CONTRACTOR SHALL RECORD THE RESULT AND SUBMIT TO LANDSCAPE ARCHITECT:
 - DIG 24" BOX-SIZE PIT AND SCARIFY THE SIDES; FILL WITH CLEAN WATER BY HOSE AT THE BOTTOM OF THE PIT AND LET IT DRAIN.
 - IMMEDIATELY AFTER IT DRAINS COMPLETELY, REFILL 12" DEEP WITH CLEAN WATER AND RECORD THE WATER LEVEL AS IT DRAINS.
- IF THE SECOND REFILLED WATER DRAINS 2 INCHES PER ONE HOUR OR FASTER, TREE MAY BE INSTALLED WITHOUT DRAIN SUMP. IF THE WATER DRAINS SLOWER. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND INSTALL THE DRAIN SUMP PER DETAILS.

- 17. CONTRACTOR'S INITIAL BID SHALL INCLUDE DRAIN SUMP WITH COST ITEMIZED IF THE TEST PROVES THAT IT IS NOT NECESSARY, SUPPLY CREDIT TO THE
- 18. ALL SHRUB/GROUNDCOVER AREAS SHALL BE TOP DRESSED WITH A 3" DEEP LAYER OF SHREDDED, COMPOSTED WOOD FIBER MULCH 'FOREST FLOOR' (1/2" TO1-1/2" PIECES) BY AGUINAGA FERTILIZER COMPANY (949)786-9558 OR APPROVED EQUAL.
- 19. CONCRETE MOWSTRIP, REDWOOD HEADERBOARD OR STEEL EDIGNG SHALL BE INSTALLED PER DETAIL WHEREVER GROUNDCOVER AREAS MEET TURF AREAS AS INDICATED ON THE DRAWINGS.
- 20. PLANT MATERIAL APPROVAL: AFTER OBTAINING APPROVAL FOR AGRICULTURAL SOILS REPORT AND AMENDMENTS, AND TWO WEEKS PRIOR TO PLANTING, CONTRACTOR SHALL SUBMIT TO LANDSCAPE ARCHITECT ONE PRINTED COLOR PHOTOGRAPH OF EACH SPECIES AND SIZE PLANT MATERIAL SPECIFIED ON PLAN FOR APPROVAL. PHOTOGRAPHS SHALL INCLUDE A PERSON OF AVERAGE HEIGHT FOR SCALE PURPOSES. ALL PLANT MATERIAL SHALL BE OF QUALITY AS DETERMINED BY THE OWNER'S REPRESENTATIVE. IF REQUESTED BY OWNER, LANDSCAPE ARCHITECT WILL TAG THE TREE MATERIAL. MATERIAL FOUND UNSUITABLE FOR THE DESIGN OR SPECIFICATION INTENT WILL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- 21. ALL PLANT MATERIAL OF A GIVEN SPECIES SHALL HAVE MATCHING FORM UNLESS OTHERWISE SPECIFIED. ALL BOXED TREES SHALL BE OF QUALITY AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
- 22. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH PLANT MATERIAL FREE FROM PESTS OR PLANT DISEASES. PRE-SELECTED OR 'TAGGED' MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED TO BE PEST AND DISEASE FREE PRIOR TO SHIPMENT. IT IS THE CONTRACTOR'S OBLIGATION TO PROVIDE ANY REQUIRED CERTIFICATIONS AND WARRANTY FOR ALL PLANT MATERIAL PER THE SPECIFICATIONS.
- 23. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
- 24. CONTRACTOR SHALL VERIFY PLANT MATERIAL QUANTITIES ON THE PLAN. GRAPHIC SYMBOLS TAKE PRECEDENCE OVER WRITTEN QUANTITIES.
- 25. CONTRACTOR TO PROVIDE A MINIMUM OF 2% POSITIVE DRAINAGE IN ALL PLANTING AREAS. IN NO CASE SHALL WATER DRAIN TOWARDS BUILDINGS.
- 26. AT EDGES OF PLANTING AREAS, THE CENTER LINE OF THE LAST ROW OF SHRUBS AND/OR GROUNDCOVER SHALL BE LOCATED NO FARTHER FROM THE EDGE THAN ONE-HALF THE SPECIFIED ON-CENTER SPACING UNLESS OTHERWISE INDICATED ON PLANS. GROUNDCOVER SHALL BE TRIANGULARLY SPACED.
- 27. IN AREAS WITH EXISTING TURF OR GROUNDCOVER, CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF BARE SPOTS AND ALL SCARS DUE TO IRRIGATION INSTALLATION OR RE-GRADING, AND SHALL MATCH EXISTING PLANTING TO ACHIEVE A UNIFORM OVERALL APPEARANCE.
- 28. LOCATION OF EXISTING TREES ARE APPROXIMATE. IF DURING GRADING OPERATION, EXISTING GRADE CANNOT BE MAINTAINED WITHIN DRIPLINE OF TREES, CONTACT THE OWNER'S REPRESENTATIVE FOR DIRECTION PRIOR TO GRADING.
- 29. CONTRACTOR SHALL OBTAIN COPY OF THE LATEST PARKING LOT STRIPING PLAN. TREES THAT ARE INTENDED TO BE PLACED IN LINE WITH PARKING STRIPES SHALL CORRESPOND WITH THIS PLAN. CONTACT OWNER'S REPRESENTATIVE IMMEDIATELY IF CONFLICTS OCCUR BETWEEN TREES AND LIGHT STANDARDS.
- 30. ANNUAL COLOR SHALL BE SELECTED BY OWNER'S REPRESENTATIVE AT TIME OF INSTALLATION.
- 31. EXCAVATION AROUND EXISTING TREES TO BE PRESERVED: THE CONTRACTOR SHALL USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATION SHALL BE DONE BY HAND WHERE ROOTS THAT ARE TWO (2) INCHES OR LARGER IN DIAMETER OCCUR. ALL ROOTS TWO (2) INCHES AND LARGER IN DIAMETER, EXCEPT DIRECTLY IN THE PATH OF PIPE OR CONDUIT, SHALL BE TUNNELED UNDER AND SHALL BE HEAVILY WRAPPED WITH WET BURLAP TO PREVENT SCARRING OR EXCESSIVE DRYING. WHERE A TRENCHING MACHINE IS RUN CLOSE TO TREES HAVING ROOTS SMALLER THAN TWO (2) INCHES IN DIAMETER, THE WALL OF THE TRENCH ADJACENT TO THE TREE SHALL BE HAND-TRIMMED, MAKING CLEAN-CUTS THROUGH, WITH EQUIPMENT THAT HAS BEEN CLEANED AND DISINFECTED PRIOR TO USE ONSITE ROOTS ONE (1) INCH AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO COATS OF TREE SEAL OR EQUAL. TRENCHES ADJACENT TO TREES SHALL BE CLOSED WITHIN TWENTY FOUR (24) HOURS; AND WHERE THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH BURLAP OR CANVAS AND KEPT DAMP.
- 32. PROTECTION OF EXISTING TREES: CONSTRUCT 4' HIGH CHAINLINK FENCE OR OTHER APPROVED PROTECTIVE FENCING AROUND THE TREE PER ARBORIST'S RECOMMENDATIONS. CONTACT OWNER'S REPRESENTATIVE FOR LOCATION OF THE FENCE IF NOT SHOWN ON THE PLAN. DO NOT ENTER, OR PLACE OBJECTS WITHIN FENCED AREA. PLACE 3" LAYER OF MULCH WITHIN THE FENCED AREA, BUT KEEP MULCH OFF TRUNK. POST AT LEAST THREE (3) LEGIBLE SIGNS ON THE FENCE STATING, 'DO NOT ENTER. NO DUMPING. DO NOT PLACE OBJECT INSIDE THE FENCE'. CONTRACTOR SHALL MAINTAIN FENCED AREA CLEAR OF OBJECTS AT ALL TIMES. WASH FOLIAGE ONCE A WEEK AFTER CONSTRUCTION ACTIVITY HAS STOPPED FOR THE DAY.

Know what's below.

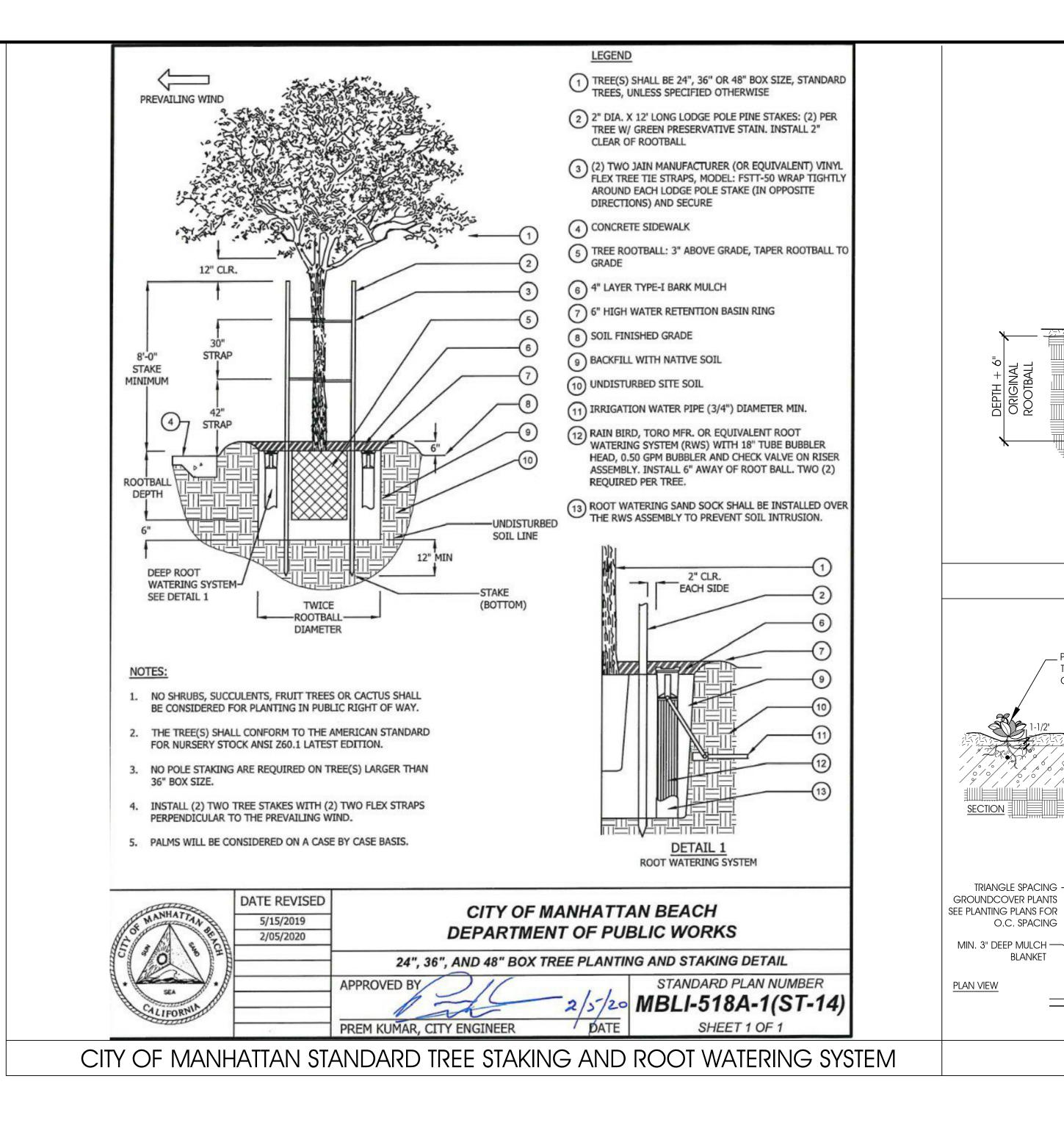
Call before you dig.

NO WORK SHALL BE DONE ON THIS SITE

OF INTENTION TO GRADE OR EXCAVATE,

TWO WORKING DAYS BEFORE YOU DIG.

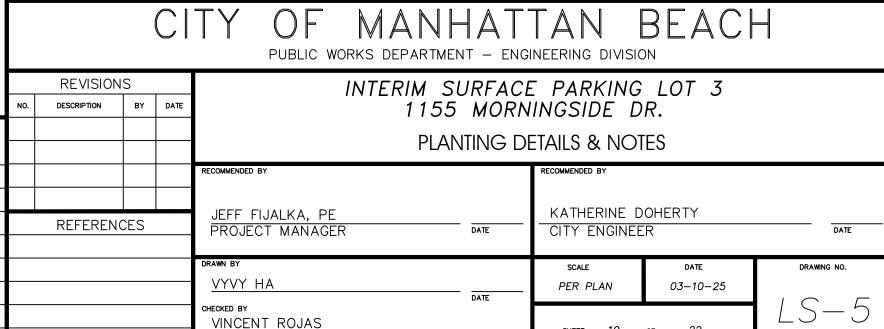
UNTIL USA AGENCY IS NOTIFIED



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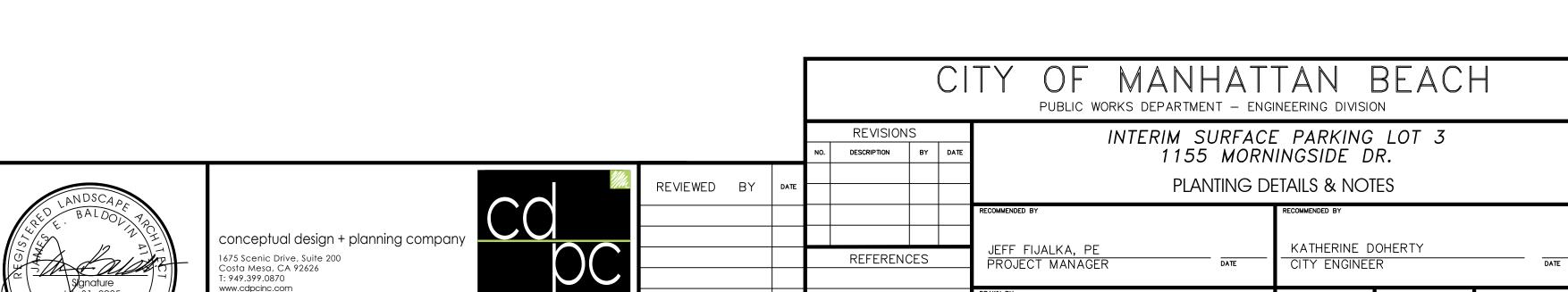
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ay not be used by any others without prior written consent of CDPC. Written dimensions shall take precedence over scaled dimensions shall be verified on the job site. Any discrepancies shall be brought to the attention of CDPC prior to commencement of work.



ROJECT MANAGER

SHEET 19 OF 22



SUPPLEMENTAL NOTES:

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND

INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

- 1 1/2" DEEP TEMPORARY

BACKFILL MIX PER SOIL TES

ROUGHEN SIDES AND

AGRIFORM TABLETS -

— 3" DEEP MULCH BLANKET FOR PLANTS

5 GRAM AGRIFORM TABLETS

PLANTING BED PER SOIL

- TILLED & AMENDED

- NATURAL SUBGRADE

* OFF-SET FIRST ROW OF PLANTING FROM

GROUND COVER SPACING DISTANCE, WHICH

EVER IS GREATER. SEE PLANTING PLAN FOR

HARDSCAPE OR MOWSTRIP 12" MIN. OR

GROUNDCOVER SPACING.

LARGER THAN 1 GALLON SIZE

SEE SPECS.

TEST

WATERING BASIN

3" LAYER MULCH

FINISH GRADE

ROOTBALL

BOTTOM

SEE SPECS

TWICE WIDTH OF

ORIGINAL ROOTBALL

_ PLANTS FROM FLATS OR PLUGS

THIN MULCH TO 1-1/2" AT BASE

OF PLANT

SHRUB PLANTING

GROUND COVER PLANTING

LANDSCAPE AND IRRIGATION MAINTENANCE SCHEDULE:

LANDSCAPING SHALL BE MAINTAINED BY THE DEVELOPER, ITS TENANT(S) OR THEIR CONTRACT MAINTENANCE COMPANY. LANDSCAPE SHALL BE IN AN ORDERLY AND HEALTHY CONDITION AT ANY TIME. A SCHEDULE FOR ON-GOING MAINTENANCE SHALL BE AVAILABLE ON SITE. MAINTENANCE ITEMS INCLUDE BUT NOT LIMITED TO THE FOLLOWING;

IRRIGATION:

MAINTAIN AND OPERATE IRRIGATION SYSTEM ON THE PROPERTY WHICH DOES NOT EXCEED MAXIMUM ANNUAL WATER ALLOWANCE (MAWA) - 15,784 GALLONS PER YEAR.

MAINTAIN THE IRRIGATION SYSTEM TO MEET OR EXCEED AN IRRIGATION EFFICIENCY NECESSARY TO MEET MAWA.

INSPECT SYSTEM MONTHLY. REPLACE BROKEN OR MALFUNCTIONING IRRIGATION SYSTEM COMPONENTS WITH COMPONENTS EQUAL TO EXISTING COMPONENTS OR COMPONENTS WHICH MEET OR EXCEED AN IRRIGATION EFFICIENCY NECESSARY TO MEET CURRENT WATER CONSERVATION ORDINANCE.

INSPECT SPRAY THROW PATTERN MONTHLY. MAKE ADJUSTMENTS AND/OR REPAIR WHERE OVER SPRAY AND/OR WATER RUN-OFF OR OBSTRUCTION BY PLANT GROWTH ARE OBSERVED. PRUNING PLANTS OR PLACEMENT MODIFICATION MAY BE REQUIRED

INSPECT ALL FILTER BASKETS AT VALVES SEMI-ANNUALLY AND CLEAN AS NEEDED. REMOVE EXCESS DEBRIS AND WATER IN ALL VALVE BOXES. INSPECT PROPER CONTROLLER WIRE CONNECTION.

REPLACEMENT OF IRRIGATION EQUIPMENT COMPONENT SHALL BE EQUAL TO ORIGINAL SPECIFICATION OR WITH COMPONENT WITH GREATER EFFICIENCY MET BY CURRENT WATER CONSERVATION ORDINANCE.

LANDSCAPE PLANTING

REMOVE LITTER AND WEEDS WEEKLY.

MULCH SEMI-ANNUALLY TO CITY REQUIRED DEPTH OF 3 INCHES.

REPLACE DEAD OR DAMAGED PLANTS IMMEDIATELY. THE REPLACEMENT PLANTING MATERIALS SHALL BE THE SAME MATERIAL AS PLANT BEING REPLACED SO THAT THE REPLACED VEGETATION DOES NOT RESULT IN MIXING HIGH OR MODERATE WATER USE PLANTS WITH LOW WATER USE PLANTS IN THE SAME HYDRO ZONE. IF THE SAME PLANT MATERIAL IS NO LONGER IN PRODUCTION, SIMILAR PLANTS OF THE SAME SIZE AND WATER USE (SAME HYDRO ZONE) AS THE PLANTS BEING REMOVED MAY BE USED UPON OWNER APPROVAL

PROPERLY PRUNE TREES, SHRUBS AND GROUND COVER AS REQUIRED DEPENDING ON THE SPECIES AND PURPOSE. DO NOT TOP TREES. TREE PRUNING BY TREE MAINTENANCE COMPANY WITH ARBORIST ON STAFF IS HIGHLY RECOMMENDED.

FERTILIZE TREES, SHRUBS AND GROUND COVER AS RECOMMENDED PER SOILS MANAGEMENT RECOMMENDATION PER SOILS TEST.

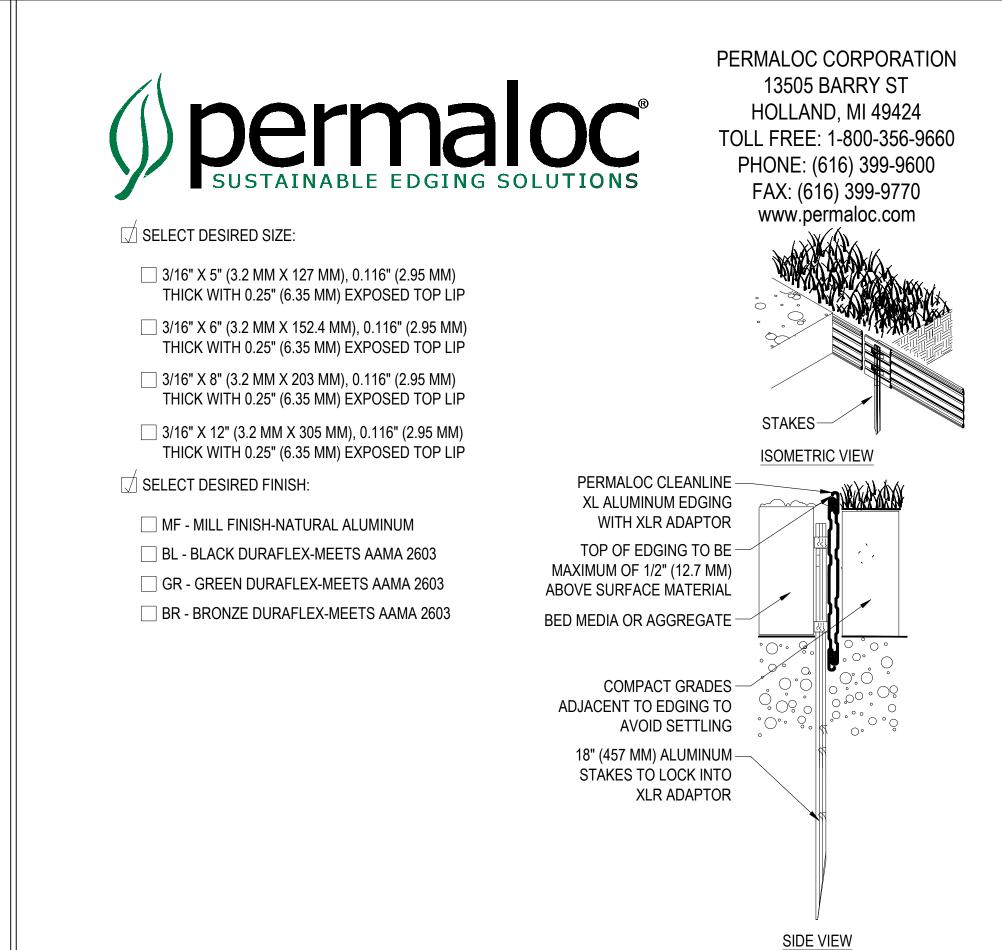
IRRIGATION AUDIT REPORT

UPON COMPLETION OF IRRIGATION AND PLANTING INSTALLATION, A CERTIFICATE OF COMPLETION BY LICENSED LANDSCAPE ARCHITECT OR CONTRACTOR AND AN IRRIGATION AUDIT REPORT BY CERTIFIED IRRIGATION AUDITOR MAY BE REQUIRED BY CITY OF MANHATTAN BEACH CONTRACTOR SHALL PROVIDE LANDSCAPE IRRIGATION AUDIT REPORT CONDUCTED BY CERTIFIED IRRIGATION AUDITOR.

PROPERTY OWNER MAY BE REQUIRED TO SUBMIT AUDIT REPORT TO CITY OF MANHATTAN BEACH PERIODICALLY.

SOILS REPORT

SOIL TESTING SHALL OCCUR AFTER ROUGH GRADING AND SOIL IMPORT (IF REQUIRED) HAS BEEN COMPLETED, BUT PRIOR TO START OF ANY LANDSCAPE RELATED WORK. THE CONTRACTOR SHALL OBTAIN A STANDARD SOILS TEST FOR AGRICULTURAL SUITABILITY AND FERTILITY PREPARED BY AN APPROVED AGRICULTURAL TESTING LABORATORY. REPORT SHALL CONTAIN STANDARD SOIL TESTING DATA AND SHALL ALSO INCLUDE SOIL INFILTRATION RATE, SOIL TEXTURE, PH, TOTAL SOLUBLE SALTS, SODIUM AND % OF ORGANIC MATERIAL CONTENT FOR EACH SAMPLE, AND RECOMMENDATIONS FOR SOIL PREPARATION AND BACKFILL MIX. THIS REPORT SHALL BE FURNISHED TO THE OWNER AND OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO IMPLEMENTATION. TWO SAMPLES SHALL BE TAKEN AT EACH LOCATION INDICATED ON THE PLANTING PLAN; ONE AT GROUND LEVEL TO 10" DEEP, THE OTHER AT 24" TO 36" DEEP. EACH SAMPLE SHALL CONTAIN APPROXIMATELY ONE QUART OF SOIL AND BE LABELED BY LOCATION AND DEPTH TO BE SENT TO THE LAB.



- 1. 8'-0" (2.44 M) SECTIONS TO INCLUDE (3) 18" (457 MM) ALUMINUM STAKES AND (3) XLR ADAPTORS.
- 2. 16'-0" (4.88 M) SECTIONS TO INCLUDE (5) 18" (457 MM) ALUMINUM STAKES AND (3) XLR ADAPTORS.
- 3. CORNERS CUT BASE EDGING UP HALFWAY AND FORM A CONTINUOUS CORNER.
- 4. PERMALOC CLEANLINE XL AS MANUFACTURED BY PERMALOC CORPORATION.

- 1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS
- FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION. 4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY

ALUMINUM HEADER

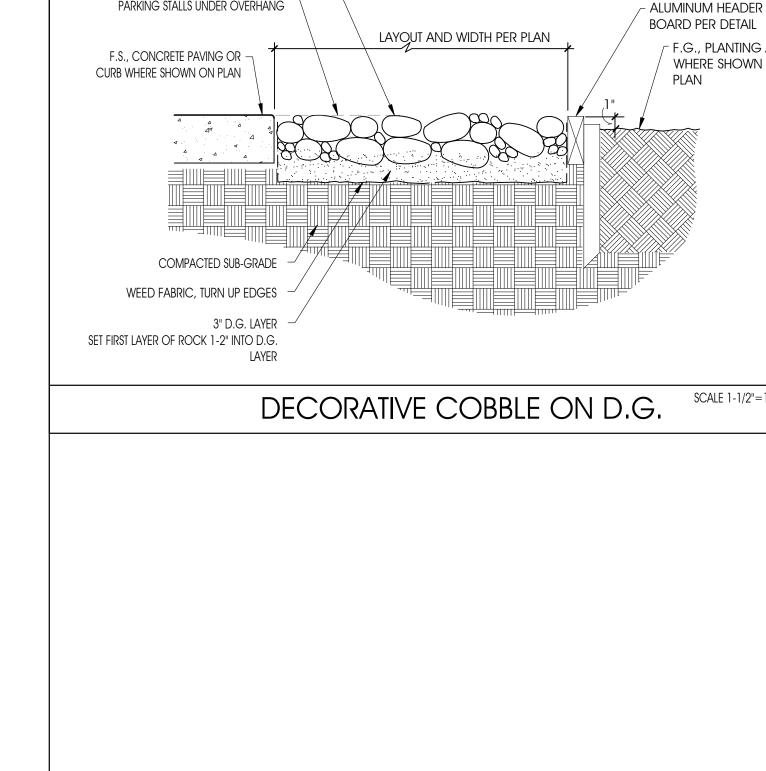
- THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE. 5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER
- REFERENCE NUMBER 25011-

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CLEAN LINE XL COMMERCIAL GRADE LANDSCAPE EDGING

PLANTING BED EDGING - STONE AND TURF

REVISION DATE 10/03/2025 CADdetails.com



F.G., PLANTING AREA

WHERE SHOWN ON

PLAN

MIN. (2) LAYER OF DECORATIVE ROCK PER

TOP OF COBBLE FLUSH WITH ADJACENT -PARKING STALLS UNDER OVERHANG



NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE, TWO WORKING DAYS BEFORE YOU DIG.

SUPPLEMENTAL NOTES:

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.



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PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION REVISIONS INTERIM SURFACE PARKING LOT 3 DESCRIPTION BY DATE 1155 MORNINGSIDE DR. PLANTING DETAILS & NOTES REVIEWED BY KATHERINE DOHERTY JEFF FIJALKA, PE REFERENCES PROJECT MANAGER DATE CITY ENGINEER DRAWING NO. VYVY HA 03-10-25 PER PLAN LS-6

VINCENT ROJAS

PROJECT MANAGER

MANHATTAN BEACH

SHEET 20 OF 22

GENERAL CONDITIONS

- CONTRACT DOCUMENTS: Shall consist of specifications and its general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.
- VERIFICATION: The Contractor shall verify measurements on the drawings before beginning work. In case of error or discrepancy in the drawings or specifications or in the work of others affecting his work, he shall notify the Owner's Representative immediately. The Contractor shall be held responsible for any damages or loss due to his failure to observe these instructions.
- MATERIALS, MACHINERY, EMPLOYEES: Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, and other items necessary and incidental to the completion of his work.
- SURVEYS, PERMITS, REGULATIONS: The Owner shall furnish an adequate survey of the property. The Contractor shall obtain and pay for all permits and comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a variance exists therewith he shall promptly notify the Owner's Representative in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work.
- PROTECTION OF WORK, PROPERTY AND PERSON: The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his actions.
- CHANGES IN THE WORK: The Owner may order changes in the work, and the contract sum being adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extras must be made in writing before executing the work involved.
- CORRECTION OF WORK: The Contractor shall re-execute any work that falls to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative for a period of ninety (90) days from the date of completion of the contract.
- H. LANDSCAPE COORDINATOR STATUS: The Landscape Coordinator acts as the authorized representative of the Owner in conjunction with the project manager, and has authority to accept or reject materials or workmanship and to make minor changes in the work not involving extra cost. He will also interpret the meaning of the contract documents and may stop the work if necessary to ensure its proper execution.
- CLARIFICATION OF DRAWINGS BEFORE BIDDING: After reviewing the drawings thoroughly it is the Contractor's responsibility to clarify with the Owner's Representative any questions the Contractor may have regarding the method of construction, quantities, or quality of materials included or called out. If the Contractor cannot contact the Owner's Representative, the Contractor must qualify his bid or accept the interpretation of the Owner's Representative on the auestionable areas as they develop during construction.
- SAMPLES: The Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications at any time. The Contractor shall furnish samples upon request by the Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- PRE-CONSTRUCTION CONFERENCE: Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work. The purpose of this conference is to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

IRRIGATION SPECIFICATIONS

I. SCOPE OF WORK:

A. The Contractor shall provide all labor, tools, machinery, and processes necessary to install a complete irrigation system as shown on the drawings and/or specified herin. When completed the irrigation system shall be a 100% coverage system in total functioning manner.

II. GENERAL REQUIREMENTS:

- A. VERIFICATION OF DIMENSIONS: All scaled dimensions are approximated. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions. Spacing of irrigation heads, locations of valves and backflow preventers, and proposed P.O.C. shall be as indicated on the drawings. Any deviation from the plans must have the approval of the Owner's Representative.
- VERIFICATION OF FINISH GRADE: The Contractor shall inspect the site and check all finish grades within the work area to ensure the proper soil coverage (as specified) of the irrigation system
- WATER SUPPLY: The Contractor shall verify and be familiar with the source of water supply to the irrigation system as indicated on the drawings.
- D. PERMITS AND FEES: The Contractor shall apply and pay for all necessary permits required in the pursuit of his work as required by the governing codes.
- CARE OF EXISTING BUILDINGS AND STEPS: The Contractor shall be held responsible for the care and preservation of all existing buildings and structures on the property and adjacent premises and contiguous property. Any part of these properties injured, damaged or disturbed because of his work shall be repaired, replaced or cleared by the Contractor at his expense.
- REVIEW OF DRAWINGS: It is the Contractor's responsibility to review irrigation drawings and note any areas he believes additional heads or valves are required prior to submitting a bid If no changes are submitted, the Contractor is responsible for full coverage of equipment as necessary at the Contractor's expense

- G. GOVERNING REGULATION: All local, municipal and state laws, rules and regulations governing or relating to any portion of this work and hereby incorporated into and made part of these specifications, and their provisions shall be carried out by the Irrigation Contractor.
- H. DIAGRAMMATIC DESIGN: The design is diagrammatic. All pipe, valves, etc., shown within paved areas are for design clarifications only and shall be installed in planted areas where possible. Never install the backflow preventers in lawn area; always in shrub areas.
- INSTALLATION: All irrigation materials shall be installed in accordance with the techniques and specifications set forth by each respective manufacturer. All pertinent descriptive literature issued by these manufacturers become a part of these specifications after having been approved by the authorized Owner's Representative. Such installation practices shall be followed only if the directions of the irrigation drawings and specifications do not thoroughly and completely order the methods or techniques to be followed. Install all equipment and materials as shown per details.
- J. SITE PROBLEMS: The Irrigation Contractor shall not willfully install the irrigation system as indicated on the drawings when it is obvious in the field that there are unknown obstructions, grade differences, and/or discrepancies in the area dimensions until such conditions are brought to the attention of the Owner's Representative

III. MATERIALS:

A. Irrigation materials and equipment shall be of type, size and location as noted and indicated on the drawings. Landscape Contractor shall be responsible for submittal to the Landscape Architect for approval prior to installation; (5) copies of printed or a bound PDF of cut-sheets (product information sheets) of each specified materials and equipment prior to installation. Materials and equipment shall be new and in perfect condition, no deviations from the specifications shall be allowed unless approved by the Landscape Architect. If material specified in this Construction Document is to be substituted, submit the product information at this time.

IV. INSTALLATION:

A. EXCAVATION

- The Contractor shall verify locations of all existing subsurface utilities (mechanical and electrical) prior to excavation. Any utilities, A.C. paving, concrete work, plant material, etc., destroyed or damaged by any work under this contract shall be repaired or replaced at the Contractor's expense.
- 2. Trenches for pipe shall be cut to required grade line at a true gradient to provide uniform support for the length of the pipe.
- Depth of trenches shall be sufficient to provide a minimum cover above the top of the pipe as noted on the drawings.

B. JOINING PIPE

- The Contractor is responsible to be familiar with the methods of assembling, joining, and installing the various types of pipes to be used. He will adhere in strict accordance with the manufacturer's recommended procedures.
- 2. PVC pipe shall not be threaded and all transition from PVC to metal piping shall be by PVC male threaded adaptor fittings.
- C. BACKFLOW PREVENTER: The backflow prevention device specified herein shall be verified with local plumbing and health codes. In the event of any conflict on the device or the installation methods, the Owner's Representative shall be notified PRIOR TO BID OPENING.

D. TESTS

- All main lines and lateral lines which have glued joints under paving in the system shall be capped and pressure tested at 150 PSI.
- Pressure shall be sustained in the lines for not less than four (4) hours. If leaks develop, the joints shall be replaced and the test repeated until the entire system is watertight.
- Test shall be observed and approved by the Owner's Representative prior to backfill.
- When the irrigation system has been completed (and before planting has begun), the Contractor, in the presence of the approved Owner's Representative, shall test the coverage of water afforded to the lawn and planting areas as complete and adequate. The Contractor shall furnish all materials and perform all work required to correct any inadequacies of coverage.
- The Contractor shall inform the approved Owner's Representative of any deviations from the plan required by wind, plantings, soils, or site conditions that affect present irrigation coverage.

E. IRRIGATION HEAD INSTALLATION:

Know what's below.

Shrub and ground cover spray heads adjacent to curbs or walks shall be installed 12" away from the curb or walk and the heads shall be pop-up models as indicated on the drawings.

- 2. Shrub spray heads adjacent to building, fences, or similar structures shall be installed 1" away from the structure and the nozzle shall be 6" minimum above finish grade. Shrub spray heads not near paving or structures shall be set 8" above finish grade.
- All irrigation heads are to have triple swing joints as
- 4. Install all irrigation heads per details.

IRRIGATION HEAD ADJUSTMENTS:

1. The Irrigation Contractor shall flush and adjust all irrigation heads for optimum performance and to prevent overspray onto walks and buildings as much as possible. This shall include selecting the best degree of arc to fit existing site situations. This also includes using the appropriate radius reduction equipment.

G. CLOSING OF UNINSPECTED WORK:

1. The Contractor shall not allow or cause any of his work to be covered or enclosed until it has been inspected, tested and approved by the authorized Owner's Representative. Should any of his work be enclosed or covered before such inspection and test, he shall uncover the work at his own expense and after it has been inspected, tested, and approved, he shall make all repairs with like materials necessary to restore all his work and that of other Contractors to its original condition.

H. BACKFILLING:

- Backfill shall not be placed until the installed irrigation system has been inspected and approved by the Owner's Representative.
- Trenches shall be backfilled with a minimum of 4" of fine, granular materials to protect the pipe from the clods or rocks. The remaining excavated dirt can be used as backfill. The Contractor shall not place detrimental subsoil or rocks in the top 6" of backfill.
- If settlement occurs and adjustments in pipe, valves, irrigation heads, or any other irrigation device becomes necessary to bring the system to proper working order, the Contractor shall, as a part of his work under this contract, make all the necessary adjustments without extra cost to the

AUTOMATIC CONTROLLER VALVES:

- 1. A 120 volt electrical power outlet to the controller shall be provided by others. (Provided the Landscape Contractor has not included the electrical connection in his scope of work). The Irrigation Contractor shall be responsible for making the hookup from the outlet to the controller.
- All wire from the controller to electric control valves shall be solid copper U.F. #14-600 volt direct burial. Use white for common control wire, blue for lawn systems, black for shrub systems and red for moisture sensors wire. Install in common trench with main line pipe where possible. Tape control wire at 10' O.C. to main line pipe. Provide minimum 18" backfill cover, 36" under pavement.
- Wire connections shall be made with "Scotch-Lok" wire connector sealing packs #3576 or Spears "Dri-splice" with sealant DS 300 or approved equal.
- There shall be a control wire from each control valve running to the controller, and each control valve shall be connected to the common ground
- 5. All electrical work shall comply with the applicable
- 6. Install all valves per details, and manufacturer's recommendations.

J. MOISTURE SENSOR INSTALLATION (if applicable):

- 1. Installations and wiring are to be done by the Contractor in compliance with installation and operating instructions enclosed with the moisture sensor and included with these special instructions.
- 2. The Contractor shall furnish 2-AWG-UF #14 (or larger) wires from the controller to the moisture sensor control stations, locations shown on drawings. Provide additional 10' expansion lead to each station for finally locating of sensors. All sensors are to be wired in parallel (see wire color note above).
- Ametek 6" extension boxes No. 10-170-003 covered by Ametek green cover No. IVC-10-173-004, or approved equal, shall be installed as detailed.
- All wiring connections at valve locations shall be water- proof.
- 5. One service unit will be purchased to properly prepare and service the moisture sensor. The service unit along with all printed operating instructions are to furnished to the Owner by the Contractor at final inspection.

- Moisture Sensor operating and service instruction and operations manual is to be placed in the controller.
- 7. Special depth and placement information to auament Moisture Sensor Installation and Operation Instruction, is to be provided by the Specified Manufacturer.
- 8. Installation must be inspected and accepted by the Manufacturer's Representative.

V. DRAWINGS OF RECORD (AS-BUILTS):

GENERAL: The Contractor shall provide and keep up to date, in accordance with this section, a complete set of record "as-built" black line prints which shall be corrected daily and show every change from the original drawings and specifications and the exact "as-built" locations, sizes, depths and kinds of equipment. Prints for this purpose may be obtained from the Owner. This set of drawings shall be kept on the site and shall be used only as a record set. These drawings shall also serve as work progress sheets and the Contractor shall make neat and legible notations thereon daily, as the work proceeds, showing the work as actually installed. These drawings shall be available at the times for inspection and shall be kept in a location designated by the Owner's Representative.

REQUIRED NOTATIONS:

- 1. The Contractor shall indicate, in red, installed locations of the following items on plan and dimension from two (2) permanent reference points, such as building corners, back of curb, fire hydrant, etc. or road intersections.
 - a. All valves: master, remote control,
 - quick coupler, ball and gate valves) The routing of the irrigation mainlines
 - Water meter and backflow device, connection to the existing water supply
 - d. Controller and sensors (rain, moisture
 - and flow sensors) e. Booster pump
- 2. The drawing shall show approved substitutions of sizes, materials, and manufacturer's name and catalog number.
- C. DELIVERY OF DRAWINGS OF RECORD: On or before the date of final inspection, the Contractor shall deliver the corrected and complete field as-builts to the Owner's Representative. Delivery of these drawings will not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the prints. Once the Owner's Representative has reviewed the field As-builts and contractor has made the required corrections, Contractor shall prepare final "As-built" drawings in a neat and professional manner. Submit to Owner's Representative / landscape Architect for approval prior to preparation of controller charts.

D. CONTROLLER CHARTS:

- 1. As-built drawings shall be received and approved by the Owner's Representative prior to preparing controller charts.
- 2. Provide one controller chart for each controller
- 3. The chart shall be drawn on a reduced drawing of the actual as-built system to fit to 11"x17" sheet format, using a different color to indicate the area of coverage for each station.
- When the chart is completed and approved by the Owner's Representative, it shall be hermetically sealed and placed in the controller box.

VI. CLEAN UP:

A. SCOPE AND FREQUENCY: After installation operations have been completed, remove all trash, excess soil and rubbish from property. All scars, ruts, or other marks in the area caused by this work shall be repaired and the around left in a neat and orderly condition throughout the site. The Contractor shall pick up all trash resulting from his work no less than each Friday before leaving the site, once a week and/or the last working day of each week. All trash shall be removed completely from the site.

VII. GUARANTEE:

- SCOPE: The entire irrigation system shall be guaranteed by the Contractor as to materials and workmanship, including settling of backfill areas below grade for a period of one (1) year following the date of final acceptance of the work. If, within one (1) year from date of completion, settling occurs, and adjustments in pipes, valves, and irrigation heads, sod, irrigation devices, or paving is necessary to bring the system, sod or paving to the proper level of the permanent grades, the Contractor, as part of the work under this contract, shall make all adjustments without extra cost to the Owner, including the complete restoration of all damaged planting, paving or other improvements of any kind.
- RESPONSIBILITY: Should any difficulties in connection with the operation of the irrigation system occur within the specified guarantee period--which is in the opinion of the Owner's Representative due to inferior material and/or workmanship --said difficulties shall be immediately corrected by the Contractor to the satisfaction of the Owner's Representative at no additional cost to the Owner; including any and all other damage caused by such defects.
- INSTRUCTIONS: After the irrigation system has been completed and the connections made, the Contractor shall instruct the Owner, or his representative, in the operation and maintenance of the system.

PLANTING SPECIFICATIONS

I. SCOPE OF WORK:

- A. Furnish all labor, materials and equipment necessary to provide and install plant materials as shown on the drawings or as specified herein.
- B. Work included in this section (items included but not limited to):
 - Grade, including mounding, molding and shaping surface of all planting areas as indicated including the removal of existing vegetation unless otherwise specified.
 - Prepare and till soil in planting areas including furnishing of all amendments as specified. Note that amendments indicated on the drawings (unless otherwise specified) are for bid purposes only. Actual soil amendments will be based on the soils test results.
 - 3. Furnish and plant all plant materials as indicated in the drawings and specifications.
 - Perform all pruning as required.
 - Stake and tie all plant materials as specified
 - Provide for the maintenance of the planting until acceptance of the job by the Owner's Representative
 - 7. Dispose of all debris and surplus materials
 - 8. Clean-up
 - Guarantee
- 10. Maintenance

II. VERIFICATION OF SITE CONDITIONS:

- A. EXCAVATION: The Contractor shall verify exact locations of all existing sub-surface utilities (mechanical and electrical) prior to excavation. Any utilities, A.C. paving, concrete work, etc., destroyed or damaged by any work under this contract shall be repaired or replaced at the Contractor's expense.
- SUB-SURFACE DRAINAGE OR SOIL CONDITIONS: Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of correction. If the Contractor fails to notify the Owner's Representative of such conditions, he shall be responsible for plant material under the guarantee clause of the specifications.
- DIMENSIONS: All scaled dimensions are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

Landscape materials and equipment shall be of type, size and location as noted and indicated on the drawings. Landscape Contractor shall be responsible for submittal to the Landscape Architect for approval; (5) copies of printed or a bound PDF of all materials and equipment specified, and 1 quart bag of physical sample of mulch and soil amendment. Materials are to be new and in perfect condition, no deviations from the specifications shall be allowed unless approved by the Landscape Architect. If material specified in this Construction Document is to be substituted, submit the product information at this time.

A. SOIL AMENDMENTS:

- 1, Nitrogen stabilized wood shavings shall be 100% nitrogen stabilized (5% by dry weight) and free of shaving particles larger than 1/4" passing through a 100 mesh screen.
- 2. Soil sulfur shall be standard commercial grade.
- 3. Humus, "Gro-Power" 5-3-1 shall be manufactured by Southern California Organic Fertilizer Company, Glendale, CA (213) 245-6849 or (714) 750-3830.
- 4. Bone meal 2-22-0 shall be manufactured by Kellogg Supply, Wilmington, CA.
- 5 Azalea organic planter mix #103 shall be manufactured by Bandini Fertilizer.
- 6. Ph Acidall shall be manufactured by Kellogg Supply, Wilmington, CA.

7. Par - 5 shall be manufactured by Kaibab Forest

8. Commercial fertilizer shall be Best Products or approved equal.

- B. TOP SOIL
 - 1. Topsoil consists of a fertile, friable natural loam of uniform quality, free from subsoil, stiff clay, hard clods, hard pan, sod, partially disintegrated debris, or other undesirable materials.
 - Topsoil shall not contain obnoxious weeds, such as morning glory, sorel, oxalis, spurge, annual poa, nut grass or bermuda grass.

C. PLANT MATERIALS:

- 1. Plant names in the Plant List conform to "Standardized Plant Names" by American Joint Committee of Horticultural Nomenclature, except in cases not covered therein. In these instances the established custom of the nursery trade shall be followed.
- 2. Plants shall be sound, healthy, vigorous, free from disease and weeds, insect pests or their eggs and shall have healthy, normal root systems, well filling their container, but not to the point of being root bound.
- 3. Plants shall not be pruned prior to delivery except as authorized by the Owner's Representative. In no case shall trees be topped.
- 4. All plant materials shall be subject to approval of size, health, quality, character, etc., by the Owner's Representative.
- 5. The height and spread of all plant materials shall be measured with branches in their normal position.

materials are omitted from the plant list, it shall be

understood that these plant materials shall be

measurements specified in the Plant List/Legend.

- 6 The caliper of all trees shall be measured 4' above the surface of the ground. 7. Where caliper or other dimensions of any plant
- normal stock for the type listed. 8. Plant material shall be symmetrical, typical for variety and species, and shall conform to
- 9. Plant material larger than those specified may be supplied if complying in all other respects and at no additional cost to the Owner, upon approval of the

Owner's Representative.

- 10. All plant materials must have been previously inspected at the nursery by the County Horticultural Department and shall be subject to acceptance as to quality by the Owner's Representative.
- 11. Substitutions will be permitted only as indicated, or if proof is submitted that any plant specified is not available, a proposal will be considered for the use of the nearest equivalent size or variety with an equitable adjustment of the contract price.
- 12. Quantities shown on the call outs on the Planting Plan are for the convenience of the Contractor only. Quantities drawn on the plan (whether by circles, dots or triangles) are the final authority and shall be furnished and installed as drawn. The Owner's Representative shall have the final authority as to location of all plant material.

MANHATTAN BEACH PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION REVISIONS INTERIM SURFACE PARKING LOT 3 DESCRIPTION BY DATE 1155 MORNINGSIDE DR. **SPECIFICATIONS** KATHERINE DOHERTY JEFF FIJALKA, PE REFERENCES PROJECT MANAGER CITY ENGINEER VYVY HA 03-10-25 PER PLAN VINCENT ROJAS

ROJECT MANAGER

Call before you dig. EXERCISE CAUTION WHEN EXCAVATING. NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE, TWO WORKING DAYS BEFORE YOU DIG.

SUPPLEMENTAL NOTES:

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL

3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.



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document contains proprietary information for the limited purpose of evaluation, bidding, or review. This document and its contents ay not be used by any others without prior written consent of CDPC. Written dimensions shall take precedence over scaled dimension shall be verified on the job site. Any discrepancies shall be brought to the attention of CDPC prior to commencement of work.

REVIEWED BY

SHEET 21 OF 22

D. SEED MATERIALS:

- 1. Seed shall be clean, fresh, new crop seed and shall be the mixture as noted on the Planting
- Seed shall be mixed by the dealer and furnished with the dealer's guarantee statement of composition and percentage of purity which shall be furnished to the Owner's Representative. Seed tags shall be delivered to the Owner's Representative at the time of installation.
- E. STAKES: All stakes shall be per details.

IV. OBSTRUCTIONS BELOW GROUND:

A. CONTRACTOR'S RESPONSIBILITY: the Contractor is responsible for verifying the location of all utility lines and other underground obstructions so that proper precautions may be taken not to disturb or damage such improvements. In the event of a conflict between such lines and plant locations, the Contractor shall promptly notify the Owner's Representative, who shall arrange for the relocation of one or the other. Failing to follow this procedure, the Contractor shall at his own expense make any and all repairs for damages resulting from his work.

V. FINISH GRADING:

- A. TILLING: Till all planting areas as specified herein.
- B. UNIFORM GRADE: After tilling, all areas shall be brought to uniform grade by floating or hand raking.
- GRADE RELATIONSHIPS: Finish grade of planting areas after application of soil amendments shall be 1" below top of concrete walks and curb grades and 6" below finish floor of building or as noted by spot elevations.
- D. SLOPE FROM BUILDINGS: soil areas adjacent to buildings shall slope away from the building at 2% minimum for 10 feet and shall continue to slope at a minimum of 1% until water drains to street or storm system.
- ROCKS OR CLODS: No rocks or clods over 3/4" in diameter shall be on top of prepared planting beds.

VI. WEED CONTROL:

- KILLING WEEDS: Contractor shall germinate and destroy existing weed seeds before preparing areas for planting. Sufficient water shall be applied to cause weed seed to sprout. Young weeds shall then be destroyed and removed before they have opportunity to set seed.
- ADDITIONAL REQUIREMENTS: For additional weed killing refer to Planting Notes on the Planting Plan.

VII. SOIL PREPARATION:

- IMPORT SOIL REPORT: Should import soil be placed in planting areas, Contractor shall have import soils tested by an approved California Association of Agricultural Laboratories member and submit to the Owner and Owner's Representative for approval prior to placing the soil on site. The report shall also have soil amendment recommendations.
- SITE SOIL REPORT: Prior to starting soil preparation the Contractor shall have site soils tested by an approved California Association of Agricultural Laboratories member and submit to the Owner and Owner's Representative prior beginning of landscape work. Follow the Surface Soil Preparation recommendations for all planting areas and Tree and Shrub Backfill Mix recommendations for tree and shrub planting.
- COMPACTED AREAS: Soil areas that are compacted to more than 90% during site preparation shall be ripped to a minimum of 12" prior to beginning soil preparation.
- METHOD OF MIXING: If the slope is under 2 to 1, the soil preparation materials should be broadcast uniformly over all landscape areas and worked to a depth of 6" by rototiller or other acceptable mechanical means to obtain a uniform blend in the soil. If the slope is greater than 2 to 1, the amendments shall be hydraulically applied for areas over 1000 saugre feet and raked in for small areas. For the soil amendment bid mix refer to the Planting Notes on the Planting Plan.
- EXTRANEOUS MATERIALS: In addition to the work specified above, the Contractor shall remove all extraneous materials that are exposed on the surface and grade to facilitate run-off of surface water.
- DELIVERY SLIPS: Supply delivery slips from the supplier for the soil amendments to the site and empty bags for fertilizer to the Superintendent of the job and the Owner's Representative at first field review. Bulk loads of soil amendments from the Contractor's yard will not be accepted.

VIII. SHRUB AND TREE PLANTING

- A. CORRELATION: Trees and shrubs shall not be planted until all operations in conjunction with the installation of the irrigation system have been completed, final grades have been established, and the planting beds properly prepared by cultivation and fertilization as covered in these specifications.
- B. PLANTING TIME: No planting shall take place during extremely hot, dry, windy or freezing weather.
- LOCATIONS: Relative positions of all plants and trees are subject to approval of the Owner's Representative and they shall, if necessary, may be relocated at his direction as part of this contract. Trees shall normally be located a minimum of 5' from buildings, site amenities and walkways.
- DISTRIBUTION: No more plants shall be distributed about the landscape area than can be planted and watered on the same day.
- CONTAINER REMOVAL: Plant containers shall be removed when planting the plants. Container may be split on both sides, however, without use of axe or spade. All containers shall be removed from the site
- PLANTING PITS: Excavate all tree and shrub pits at least twice the rootball diameter. Pit depth shall be the same as the height of the rootball with a minimum of 6" additional depth at perimeter of plant pit. For planting in clay soil, see

- applicable details. Roughen sides and bottom of pit prior to placing the rootball; see details. Perform percolation test prior to tree planting per Planting Notes. Install drain sump pipe if soil fails percolation test per tree planting detail.
- G. PLACING: Plants shall be placed and held during backfill in an upright position in the center of the pit. Plants shall be held at, or slightly above nursery level. The earth ball shall be kept intact. Any exposed roots shall be spread out. Injured roots shall be pruned.
- BACKFILL: Contractor shall refer to Soils Report for final recommendations. (For bidding purposes only), Plant pit backfilling soil shall consist of 1 part nitrogen stabilized wood shavings to 2 parts topsoil. Materials shall be thoroughly mixed before placement. In addition to backfill, commercial fertilizer 20-10-5 Agriform 21-gram tablets shall be added to plant pits at the following rates:
 - 1 tablet per 1 gallon container 2 tablets 5 gallon container 3 tablets per 15 gallon container
 - 4 tablets per 24" box
 - 5 tablets per 30" box 6 tablets per 36" box
 - 7 tablets per 42" box 8 tablets per 48" box and those box sizes which are
 - No paks to be used for seasonal color areas. See Section XI below.
- WATERING: When the pit has been backfilled to three quarters of its depth water shall be poured about the roots. Air pockets shall be eliminated and backfill continued until the backfill is brought to grade level.
- COMPACTING: Backfill shall not be compacted around the roots or ball of the plant during or after planting. The backfill on which the plant ball rests shall be lightly compacted.
- SETTLEMENT: Plants which settle shall be raised to the required level or replaced at the option of the Contractor. Raised plants which fail to grow shall be replaced.
- STAKING: Stakes shall be driven to sufficient depth to hold the tree rigid. Trees shall be supported by at least two ties (see
- PRUNING: Pruning shall be done only as directed by the Owner's Representative, and shall comply with ANSI A300 Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance. In no instance shall topping, flush pruning cuts or other damaging actions be acceptable; any final cuts for removal of a lateral branch shall be made close to the trunk or parent limb, but without cutting into the branch bark ridge, collar, or leaving a stub.
- PLANTING BEDS: Planting beds shall be edged and cultivated to the line separating areas as shown. Beds shall be brought to a smooth even surface conforming to established grades after full settlement has occurred.

IX. GROUND COVER AREAS:

- REFERENCE: Refer to Paragraph V, VI, VII, for finish grading, weed control, and soil preparation.
- B. SOIL PREPARATION: Amend the site soil in all planting areas per Surface Soil Preparation section of the Agricultural Soils Report as specified on the planting notes.
- C. GRADING: Areas shall be raked and floated smooth to provide a true and uniform surface.
- PLANT PITS AND FERTILIZER: Planting pits for ground cover shall be 4" x 4" or adequate to accept plant material from flats or 4" pots without crushing or deforming the rootball. Place a 20-10-5 Agriform 5 gram fertilizer tablet in each individual ground cover pit.
- SPACING: Plant according to spacing and in areas indicated on the drawings. Soil shall be firmly tamped around each plant, and the excess soil removed from the crown.
- WATERING: Each section of ground cover shall be immediately watered upon completion of planting, and thereafter as required.
- G. SPACING FROM EDGE: The first row of ground cover should be placed at the half distance of the plant size shown on plan from the edge of planting area and triangle-spaced.

X. SEASONAL COLOR (IF APPLICABLE):

- REFERENCE: Refer to Paragraph V, VI, VII, for finish grading, weed control, and soil preparation.
- B. SOIL PREPARATION: Prepare the soil as per these specifications and the Planting Notes on the Planting Plan.
- GRADING: Areas shall be raked and floated smooth to provide a true and uniform surface.
- QUALITY OF PLANTS: Plants shall be healthy annual plant material in bloom in the size indicated on the drawings.
- PLANT PITS AND FERTILIZER: Each plant pit for seasonal color shall be 6" x 6", or adequate to accept material in the required size, with one teaspoon of bone meal mixed into the backfill mix (shrub backfill mix should be used, but without the Agriform plant tablets).
- SPACING: Plant at spacing and in areas indicated on the drawings. Soil shall be firmly tamped around each plant, and the excess soil removed from the crown.

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OF INTENTION TO GRADE OR EXCAVATE,

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- G. WATERING: Each section of seasonal color shall be immediately watered upon completion of planting, and watered thereafter as required.
- SPACING FROM EDGE: the first row of seasonal color should always be within 6" of the edge of the planting area.

XI. SOD LAWN MATERIALS AND PLANTING (IF APPLICABLE):

- A. REFERENCE: Refer to Paragraph V, VI, VII, for finish grading, weed control, and soil preparation.
- B. PREPARATION: Sod area prior to planting shall be rolled lightly and watered to a depth of 6" the day prior to planting. If any air pockets are found, the area shall be regraded as necessary. Lightly water the area to be planted just prior to
- C. QUALITY: Sod shall be #1 Grade, machine cut at uniform thickness of 5/8" excluding top growth and thatch, weed free and shall be no less than eight months nor more than sixteen
- TIMING: Installation shall take place within 24 hours after harvesting.
- INSTALLATION: Sod shall be laid in a staggered pattern, with tight joints and in the same direction each time. On all slopes greater than 3:1, sod shall be installed from the bottom up and the newly installed sod should be protected by walking on boards as installer moves upward. On such slopes, pin the sod down with wooden pegs. No metal staples will be allowed. No sod of less than 18" in length will be allowed.
- JOINTS: Adjoin the sections of sod firmly together. If air spaces occur between sections of sod they must be filled with sand or the sod relaid.
- G. ROLLING: Roll sod with an adequately weighted roller to smooth out the sod bed.
- H. PROTECTION OF EDGES: Regrade to protect the edges from drying if mowing edge is not used.
- WATERING: After installation sod must be kept thoroughly watered to a depth of 6". No foot traffic shall be allowed for 2

to 3 weeks from the date of installation.

INSPECTION BY SUPPLIER: If there are any questions regarding the quality of sod installation a representative of the supplier shall be requested to inspect the installation and the Contractor shall call out the supplier's representative.

XII. SEED LAWN PLANTING (IF APPLICABLE):

- A. REFERENCE: Refer to Paragraph V, VI, VII, for finish grading, weed control, and soil preparation.
- PREPARATION: Cultivate to a depth of 2" below finish grade, remove stones, foreign growth of any kind and extraneous matter, and grade to remove ridges and depressions so that areas after settlement will conform to the finish grade. Roll and rake lightly until the surface is smooth, friable and of uniform fine texture.
- SOWING: Sow lawn seed in the area designated on the drawings at the rate as designated on the Planting Plans. Sow the lawn in two directions.
- TOP DRESSING: Rake lightly, spread 1/4" of Par-5 top dressing with a mechanical spreader, roll with a 200 lbs. roller and water with a fine sprav.

XIII. HYDROSEEDING SPECIFICATIONS (IF APPLICABLE):

- A. GENERAL: The hydromulch shall be applied in the form of a slurry consisting of wood cellulose fiber, seed, chemical additives, commercial fertilizer and water. When hydraulically sprayed on the soil surface, the hydromulching shall form a blotter like ground cover impregnated uniformly with seed and fertilizer and shall allow the absorption of moisture and rainfall to percolate to the underlying soil.
- EQUIPMENT: Hydraulic equipment used for the application of the fertilizer, seed, and slurry of prepared wood pulp shall be of the "super hydro-seeder" type as approved by the Owner's Representative.
- APPLICATION: The operator shall spray the area with a uniform visible coat by using the green color of the wood pulp as a guide. The slurry shall be applied in a sweeping motion in a arched stream so as to fall like rain allowing the wood fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre.
- TIME LIMIT: All slurry mixture which has not been applied within four hours after mixing will be rejected and removed from the project at the Contractor's expense.
- PROTECTION: Special care should be exercised by the Contractor in preventing any of the slurry being sprayed inside any reservoir basin or onto drainage ditches and channels which may impede the free flow of rain or irrigation water. Any slurry spilled into restricted areas shall be cleaned up at the Contractor's expense to the satisfaction of the Owner or Owner's Representative.
- MAINTENANCE AND IRRIGATION: Once the slurry mulch has been applied and allowed to set for one day, the slope shall then be irrigated. There is no set irrigation requirements in gallons per minute. Duration of time and number of gallons to be applied will vary from day to day and system to system depending on the rate of growth and climatic conditions encountered. As a rule of thumb, the soil surface must be kept moist at all times, particularly during the seeding germination period (approximately 30 days).

G. RESEEDING: All bare spots shall be reseeded (sodded, if hydroseed is turf mix), by the Contractor within 45 days providing the lack of cover growth or mulch is not due to inadequate irrigation or erosion caused by excessive watering by the Owner.

XV. REPLACEMENTS:

A. GENERAL: The Contractor shall immediately replace any and all materials which for any reason die or are damaged while under the Contractor's care. Replacements shall be made with plant of like kind and size in the same manner as specified for the original planting (see augrantee "XVII-D" for definition of death and replacement).

XVI. CLEAN-UP:

- A. GENERAL: After all installation operations have been completed, all trash, excess soil, empty plant containers and rubbish shall be removed from the property. All scars, ruts or other marks in the area caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site. Contractor shall pick up all trash resulting from this work no less than each Friday before leaving the site, once a week and/or the last working day each week. All trash shall be removed completely from the site.
- B. TOP SOIL: Excess topsoil shall be removed from the site.
- C. NEATNESS: Leave the sidewalks and street in a neat and clean condition at the end of each working day.
- D. REMOVAL OF TAGS: Remove all tags, labels, nursery stakes and ties from all plants unless otherwise directed, and only at the end of all installations.

XVII. PROTECTION:

- A. GENERAL: At all times during construction, adequate protection shall be provided for all areas against damage of any kind, until final acceptance by the Owner's Representative.
- B. RESPONSIBILITY: the Contractor shall be held responsible for the care and preservation of all existing buildings and structures on the property and adjacent premises. Any part of them injured, damaged of disturbed because of his work shall be repaired, replaced or cleaned by the Contractor at his expense.

XVIII. GUARANTEE:

- SHRUBS: All shrubs shall be guaranteed as to growth and health for a period of ninety (90) days after completion of the specified maintenance period and/or final acceptance by the Owner or Owner's Representative.
- B. TREES: Trees shall be guaranteed to live and grow in an acceptable upright position for one (1) year after the specified maintenance period and/or final acceptance by the Owner or Owner's Representative. The Owner must provide adequate maintenance to ensure the extended guarantee on trees.
- C. DEFINITION OF DEATH: Plants which die or lose more than 30% of their original leaves shall be replaced.
- D. REPLACEMENT: The Contractor, within seven (7) days of written notification by the Owner or Owner's Representative, shall remove and replace all guaranteed plant materials which for any reason fail to meet the requirements of this guarantee. Replacement shall be made with plant material as indicated or specified from the original planting and all such replacement materials shall be guaranteed as specified for the original guaranteed material.

XIX. MAINTENANCE:

- A. SCOPE: After all work indicated on the drawings or herein specified has been completed, inspected, and approved by the Owner or Owner's Representative, the Contractor shall maintain all planted areas by means of continuous watering (including monitoring and adjusting irrigation schedule), weeding, rolling, mowing, pest control, reseeding, edging and/or any other operations necessary for their care and upkeep for a period of not less than ninety (90) days. At the end of the maintenance period, all plant materials shall be in a healthy, growing condition.
- WEED CONTROL: All planted areas shall be kept free of debris and shall be weeded at not more that seven (7) day intervals. Areas that do not have a pre-emergent weed killer shall also be cultivated at not more that seven (7) day intervals.
- FERTILIZING: All planted areas shall receive a fertilizer as required per soils report recommendations. For bid purposes only, application rate shall be 20 pounds per 1,000 square feet of Gro-Power 45 days following the beginning of maintenance. Water in thoroughly after application.
- D. CONDITION OF SITE: During the maintenance period, keep the project neat and free from debris at all times. Obtain the Owner's approval for on-site storage of equipment or maintenance materials.
- E. PEST MANAGEMENT; Maintain surveillance for pests to minimize damage to plants and irrigation equipment. Eliminate pests by certified pest control professionals who priortize non-chemical, biological, cultural or physical control methods to minimize health, environmental and financial risks.

XX. FINAL CONSTRUCTION AND FINAL MAINTENANCE INSPECTION:

A. FINAL CONSTRUCTION INSPECTION:

When all landscape improvements have been installed in accordance with the plans and specifications, the Contractor shall notify the Owner's Representative and request a "Final Construction" inspection. If the Owner's Representative determines the work to be substantially complete and in conformance with plans and specifications, the Contractor will be advised that the basic ninety (90) day maintenance period is started.

- In order to be substantially complete, at least the following must have been finished.
 - a. All fine grading, including elimination of low points that hold standing water (exclude bio retention areas after rain) and water run-off onto non-permeable surfaces.
 - b. A complete and operable irrigation

c. Installation of all plant materials.

- d. Seeding of all seeded areas.
- Minor pick-up items may be completed during the basic maintenance period. These items will be determined as Minor solely by the Owner's Representative.
- B. FINAL MAINTENANCE INSPECTION: At the end of the maintenance period and when the ground cover and turf have established and all pick-up items have been completed, the Contractor shall request a final maintenance inspection. The Contractor will be advised by the Owner's Representative at the final inspection that work is or is not satisfactory.
 - If the work is satisfactory, the basic maintenance period will end on the date of the final inspection as directed by the Owner's Representative.
 - If the work is unsatisfactory the basic maintenance period will continue at no additional expense to the Owner until the work has been completed, inspected, and approved by the Owner's Representative.
- C. FAILURE TO PASS INSPECTION: If the work fails to pass final inspection, any subsequent inspections must be rescheduled as per above, and will be charged to the Contractor at the prevailing hourly rate of the Owner's Representative.

DECOMPOSED GRANITE

I. MATERIAL:

A. GRADATION: As determined by ASTM C 136 methodology

Sieve Size	Percent Passing
1/2"	100
3/8"	100
•	90-100
No. 4	50-100
No. 30	25-55
No. 100	10-20
No. 200	5-18

- B. SAND EQUIVALENT: As determined by ASTM D 2419 methodology shall have a minimum of 30. Sand equivalent shall be a maximum of 60 for vehicular use areas.
- C. R-VALUE: As determined by ASTM D 2488 methodology shall be a minimum of 73 for vehicular use areas.

II. STABILIZER (IF APPLICABLE):

- A. PEDESTRIAN PATHWAYS & VEHICULAR USE: Stabilizing organic binder Natracil produced by Gail Materials or equal. The binder shall be incorporated with the granite fines by the use of a pug mill that included a weight belt feeder that insures the proper ratio of binder to granite fines. Blending with the use of a bucket loader or similar is not acceptable. For pathways the binder shall be blended at the rate of 12 lbs. per ton of granite fines. For vehicular use the binder shall be blended at the rate of 14 lbs. per ton of granite fines.
- B. EQUESTRIAN TRAILS & SLOPES 3:1 OR GREATER: Stabilizing organic binder Organic-lock produced by Gail Materials or equal. The binder shall be incorporated with the granite fines by the use of a pug mill that included a weight belt feeder that insures the proper ratio of binder to granite fines. Blending with the use of a bucket loader or similar is not acceptable. For pathways the binder shall be blended at the rate of 12 lbs. per ton of granite fines. For vehicular use the binder shall

be blended at the rate of 14 lbs. per ton of granite fines.

III. INSTALLATION:

A. DEPTH: For pathways, decomposed granite shall be placed to a minimum depth of 3.5" mechanically compacted. For vehicular use, decomposed granite shall be placed to a

minimum depth of 4" mechanically compacted. For planting area as landscape mulch, use decomposed granite without binder. Decomposed granite shall be placed to at depth of 2", moderately compacted.

B. STABILIZER WATERING: Evenly spread material in 2" lifts and grade smooth. Thoroughly water entire area so that the entire depth of the material is moist. After a period of 6 hours, compact the final lift with a mechanical compactor. Allow for a sufficient curing period of 4 days prior to use.

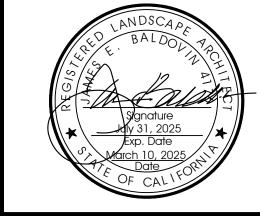
OF MANHATTAN BEACH PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION INTERIM SURFACE PARKING LOT 3 DESCRIPTION BY DA 1155 MORNINGSIDE DR. **SPECIFICATIONS** KATHERINE DOHERTY JEFF FIJALKA, PE REFERENCES PROJECT MANAGER DATE CITY ENGINEER VYVY HA PER PLAN 03-10-25

SUPPLEMENTAL NOTES:

1. THE CONTRACTOR SHALL LOCATE, VERIFY AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. DAMAGED UTILITIES SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

2. DUE TO INDIVIDUAL LOT IMPROVEMENTS, THE EXISTING WATER, SEWER AND/OR GAS LATERALS MAY NOT BE AT THE LOCATIONS SHOWN OR SHOWN IN THEIR ENTIRETY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING.

3. THE CONTRACTOR SHALL DETERMINE THE DEPTH OF THE GAS SCE, CABLE, SEWER, STORM DRAIN AND WATER AT ALL INTERSECTIONS AND INTERFERENCES PRIOR TO CONSTRUCTION AND AS NOTED ON PLANS.

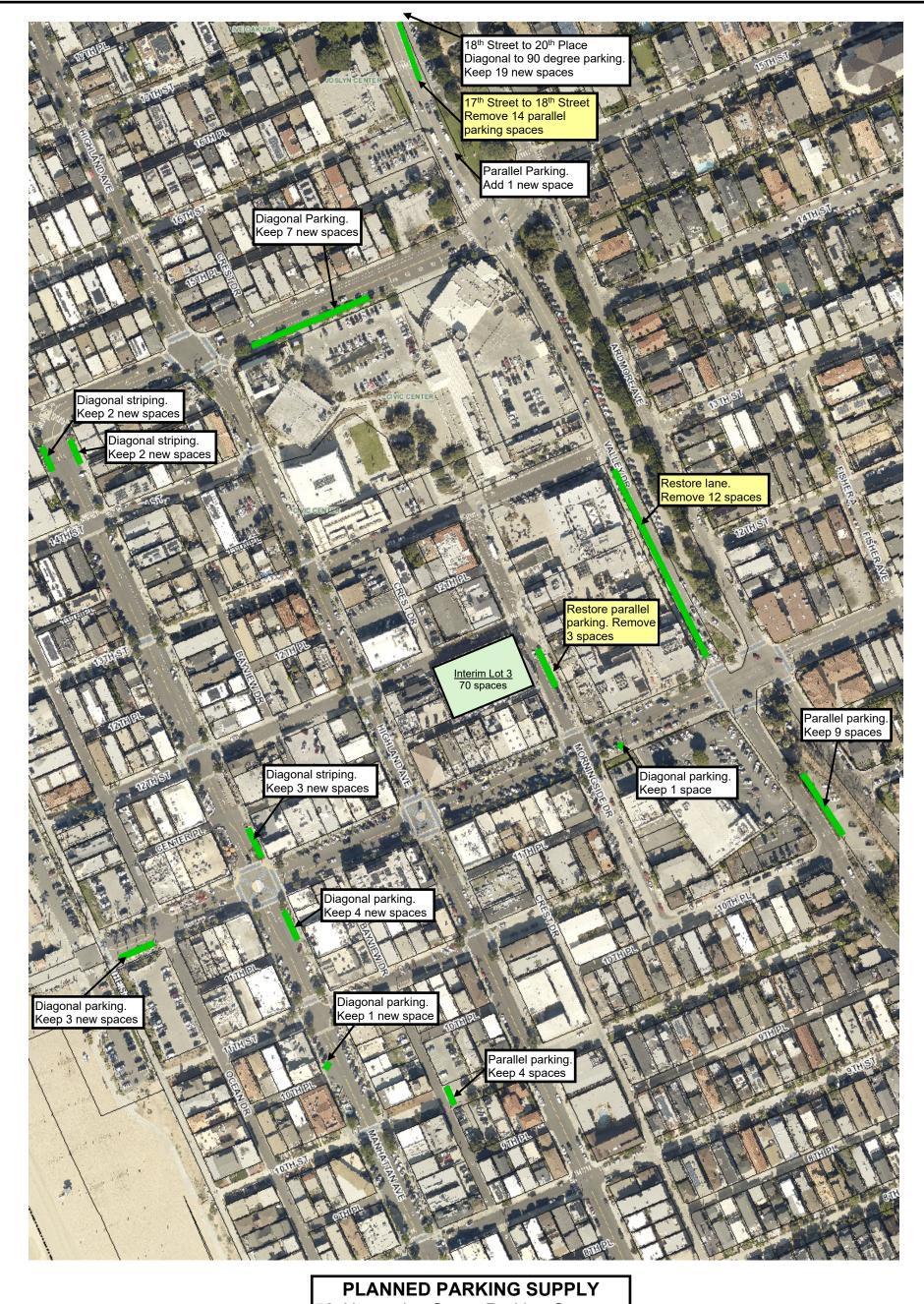


conceptual design + planning compan 675 Scenic Drive, Suite 200 : 949.399.0870 www.cdpcinc.com

COSTA MESA - CENTRAL COAST - LAS VEGAS

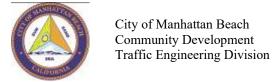
s document contains proprietary information for the limited purpose of evaluation, bidding, or review. This document and its contents by not be used by any others without prior written consent of CDPC. Written dimensions shall take precedence over scaled dimensions, d shall be verified on the job site. Any discrepancies shall be brought to the attention of CDPC prior to commencement of work.

REVIEWED BY CHECKED BY VINCENT ROJAS SHEET 22 OF ROJECT MANAGER



56 Alternative Street Parking Spaces 70 Interim Parking Lot 3 126 Total





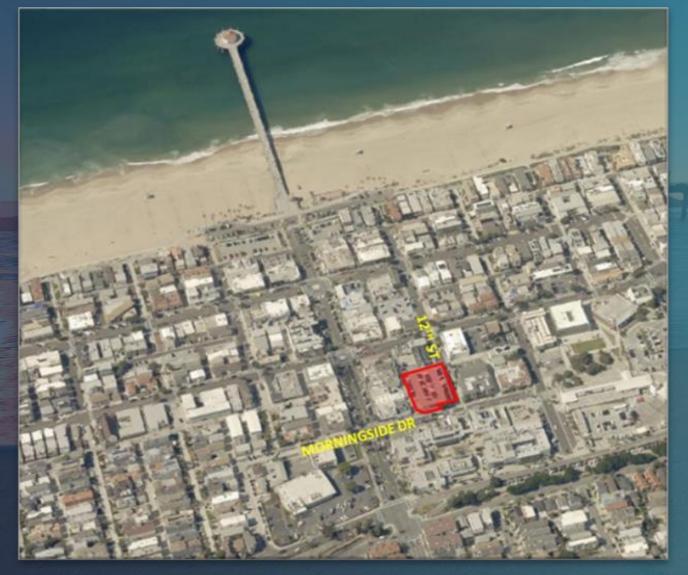


City of Manhattan Beach

Lot 3 Parking Structure

$$W \stackrel{\mathsf{N}}{\Longrightarrow} \mathsf{E}$$





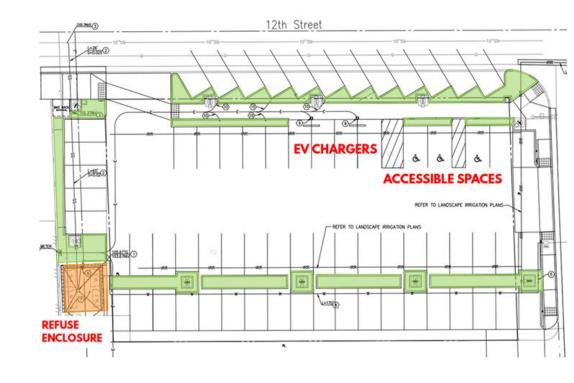
LOT 3 UPDATE

JEFF FIJALKA, PRINCIPAL CIVIL ENGINEER ERIK ZANDVLIET, CITY TRAFFIC ENGINEER



INTERIM PARKING LOT

- Two construction bids received on March 19, 2025
- Low Bidder: Carbon Activated Corporation
- Bid Amount: \$1,160,755



CONSTRUCTION CONTRACT

- City Manager Authorized a Construction Contract on April 8, 2025
- Funding available within the Parking Fund
- 40 Working Days starting April 14, 2025
- Typical Work Hours
 7:30 a.m. to 4:30 p.m.





STREET PARKING MODIFICATIONS

Planned Street Parking Changes

- Morningside Dr-Remove Diagonal (-3)
- Valley Drive-Remove parallel spaces and water barriers (-14)
- Valley Drive-Restore SB Lane (-12)
- 15th Street-Remove compact space (-1)

Parking Summary

Ex. Alternative Spaces 86
Spaces to be Removed -30
Remaining Alternative Spaces 56
New Interim Parking Lot 70
Total Interim Parking 126





LOT 3 UPDATE **APRIL 15, 2025**

STAFF RECOMMENDATIONS

Staff recommends that the City Council:

- A. Determine, by four-fifths vote, that there is a need to continue the emergency action.
- B. Adopt Resolution 25-0042, ratifying a construction agreement with Carbon Activated Corporation in the amount of \$1,160,755 for the construction of the Interim Parking Lot.



STAFF REPORT

Agenda Date: 4/1/2025

TO:

Honorable Mayor and Members of the City Council

FROM:

Talyn Mirzakhanian, City Manager

SUBJECT:

City Council AB 1234 Reports.

RECEIVE AND FILE

This is an opportunity for City Councilmembers to Provide reports of meetings and conferences attended in connection with their official duties at City expenses as required by AB 1234.

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Patricia Matson, Senior Management Analyst

SUBJECT:

Consideration of a Request by Mayor Pro Tem Lesser and Councilmember Tarnay to Discuss the City's Noticing Policy for Residential Overlay District (ROD) Projects (City Manager Mirzakhanian).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction regarding the request by Mayor Pro Tem Lesser and Councilmember Tarnay to discuss the City's noticing policy for Residential Overlay District (ROD) projects.

FISCAL IMPLICATIONS:

There are no fiscal implications associated with the recommended action. However, should the City Council direct staff to analyze the request, staff time and resources may be expended to accommodate the request.

BACKGROUND:

Pursuant to the Brown Act, the City Council cannot discuss items not on an agenda unless under limited circumstances. The City Council has developed a process to allow individual Councilmembers to request, with the support of another Councilmember, that items be placed on a future agenda for City Council discussion. At that future meeting, the item is identified on the agenda in full compliance with the Brown Act. Discussion allows an opportunity to the public to provide input and the City Council, as a body, to decide whether City resources (staff time, etc.) should be incurred to present a more comprehensive report at a third City Council meeting.

Accordingly, individual Councilmembers can initiate future agenda items by following the following three-step process:

File Number: 25-0182

STEP ONE:

During "Future Agenda Items," a Councilmember may request that an item be placed on the agenda. If another Councilmember concurs with placing the item on the agenda, the item is placed on a future agenda.

STEP TWO:

The item is placed on the agenda at the section titled, "City Council Requests and Reports Including AB 1234 Reports" at the end of the agenda with this report. If it does not require any staff time, there may be attachments (e.g., copies of ordinances, resolutions, contracts, etc. previously adopted or approved) to provide background or context. After discussion, the City Council typically has the following options:

- a. Receive and File the report.
- b. Direct staff to perform the necessary work to prepare a more comprehensive staff report and schedule the item for a future City Council meeting.
- c. Continue the item to a future date.

(PLEASE NOTE: For some matters that do not require additional background, a majority of Councilmembers can provide direction during the properly noticed second step, thereby eliminating the need for a third step.)

STEP THREE:

If City Council chooses option b) in Step Two above, the item is placed on a future City Council meeting agenda for action.

DISCUSSION:

At the request of Mayor Pro Tem Lesser and Councilmember Tarnay at the April 1, 2025, City Council meeting, staff has placed this item on the agenda for further discussion. Upon City Council consensus and direction, staff will undertake efforts to research this topic, if needed, and return to the City Council at a future meeting with more information. Alternatively, City Council may provide staff direction without a third step.

CONCLUSION:

Staff recommends that the City Council discuss and provide direction regarding the request by Mayor Pro Tem Lesser and Councilmember Tarnay to discuss the City's noticing policy for Residential Overlay District (ROD) projects.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Liza Tamura, City Clerk Martha Alvarez, Assistant City Clerk

SUBJECT:

Agenda Forecast (City Clerk Tamura).

INFORMATION ITEM ONLY

DISCUSSION:

The subject matter below is anticipated to appear on future City Council Agendas. It's important to note that the information being provided is tentative, subject to change and is listed for planning purposes only. Agendas for City Council Meetings are finalized and posted 6 days prior to the meeting date.

CEREMONIAL

- Presentation of Certificates to Local AYSO Teams for Division Placements.
- Presentation of a Certificate of Recognition to Maia Rocha from Mira Costa High School for Being of 30 High School Seniors to be Awarded \$50,000 STEM (Science, Technology, Engineering, and Math) Scholarship from Southern California Edison.
- Presentation of Certificates of Recognition to Pacific Elementary School.
- Pledge Pacific Elementary School.
- Presentation of a Plaque to Outgoing Boards and Commissioners.
- Public Safety Recognition: a) Police and Firefighter of the Year; b) Medal of Valor Recipients.

CONSENT

- City Council Minutes (City Clerk Tamura).
- Financial Reports (Acting Finance Director Bretthauer).
- Consideration of a Public Safety Camera System (PSCS) Policy (City Manager Mirzakhanian).
- Replace Existing Storage Trailer for Historical Archives and Allocate Public Art Funds

File Number: 25-0151

- (Parks and Recreation Director Leyman).
- Consideration of a Resolution Approving a Master Use Permit Amendment and Coastal Development Permit to Modify the Established Size Limitations for Specific Land Uses at an Existing Commercial Development Located at 451 Manhattan Beach Boulevard, and Finding the Project is within the Scope of, and Was Adequately Analyzed in, a Previously Certified Environmental Impact Report (Interim Community Development Director Codron).
- Lot 3 Site Updates (Public Works Director Lee).
- Consideration of Approval of the Fiscal Year 2025-2026 City Work Plan (City Manager Mirzakhanian).
- Consideration of a Resolution Approving the Assessment Engineer's Report for Annual Levy of Street Lighting Assessments for Fiscal Year 2025-2026 and a Resolution Declaring the City Council's Intention to Provide for the Annual Levy and Collection of Assessments, and Setting the Public Hearing to Consider the Assessments for June 17, 2025 (Acting Finance Director Bretthauer).
- Consideration of Accepting as Complete the Manhattan Village Senior Villas ADA Pathway Project (No Budget Impact) (Public Works Director Lee).
- Consideration of Accepting as Complete Work Performed by Stephen Doreck Equipment Rentals, Inc. Regarding the Water Infrastructure Improvements and Resurfacing Cycle 2 Project (Public Works Director Lee).
- Consideration of a Resolution Acknowledging Compliance with Senate Bill 1205 and California Health & safety Code Section 13146.4 (Interim Fire Chief Lang).
- Consideration of Resolutions Approving a Professional Design Services Agreement to XXXXX in the Amount of \$XXX,XXX for the El Porto Water Infrastructure Improvements Project and for On-Call Design Services for Water Improvement Projects to X Consulting Firms for \$150,000 Per Firm for a Three-Year Term (Public Works Director Lee).
- Consideration of Resolutions Approving Amendment No. 3 to the Professional Services Agreement with Geosyntec Consultants, Inc. and Amendment No. 3 to the Professional Services Agreement with McGowan Consulting, Inc. for Administration of the Coordinated Integrated Monitoring (Public Works Director Lee).
- Consideration of On-Call Emergency Construction Contracts Related to Resiliency and Continuity of Essential Drinking Water, Wastewater, and Stormwater Utility Services (Public Works Director Lee).
- Consideration of a Resolution Approving a Five-Year Professional Services
 Agreement with John L. Hunter & Associates for National Pollutant Discharge
 Elimination System (NPDES) and Municipal Separate Storm Sewer System (MS4)
 Environmental Compliance Inspection Services (Public Works Director Lee).

PUBLIC HEARING

 Conduct Public Hearing to Consider Adopting New Refuse Rates for Residential and Commercial Solid Waste Collection Services, Effective July 1, 2025, Through June File Number: 25-0151

- 30, 2030 (Public Works Director Lee).
- Conduct a Public Hearing and Consideration of Resolutions Adopting the Fiscal Year 2025-2026 Operating Budget and the Gann Appropriations Limit (Acting Finance Director Bretthauer)

GENERAL BUSINESS

- Annual Boards and Commissions Appointments (City Clerk Tamura).
- Consideration of a Presentation of the Fiscal Year 2024-2025 Proposed Operating Budget (Acting Finance Director Bretthauer).
- Consideration of a Potential Updates to the Refuse Enclosure Ordinance (Public Works Director Lee).
- Consideration of Pass-Through Increases for Cost Recovery Related to Wholesale Water Purchases and Discussion of the Need for an Updated Water Rate Study, Sewer Rate Study, and Financial Plans (Public Works Director Lee).
- Discuss and Provide Direction Regarding Interim Uses of the City's Recent Real Property Acquisition Located at 400 Manhattan Beach Boulevard (Interim Community Development Director Codron).
- Budget Report (Acting Finance Director Bretthauer).
- CIP (Public Works Director Lee).
- Consideration of a Pay N Play Replacement Options (Parks and Recreation Director Leyman).
- Consideration of Resolutions Appropriating Funds for the Preparation of Utility
 Designs for Underground Utility Assessment Districts 8, 13, and Vorhees; and
 Authorization to Solicit Proposals for the Preparation of Engineer's Reports (Public
 Works Director Lee).
- Consideration of Adopting a Cross-Connection Control Program Work Plan to Comply with the New Regulations in the Cross-Connection Control Policy Handbook (Public Works Director Lee).

STAFF REPORT

Agenda Date: 4/15/2025

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Talyn Mirzakhanian, City Manager

FROM:

Libby Bretthauer, Acting Finance Director Mark Leyman, Parks and Recreation Director Michael Codron, Interim Community Development Director

SUBJECT:

Commission Minutes:

This Item Contains Minutes of the following City Commission Meetings:

a) Library Commission Meeting Minutes of August 12, 2024

(Parks and Recreation Director Leyman)

b) Library Commission Meeting Minutes of September 9, 2024

(Parks and Recreation Director Leyman)

c) Library Commission Meeting Minutes of November 12, 2024

(Parks and Recreation Director Leyman)

d) Cultural Arts Commission Meeting Minutes of December 16, 2024

(Parks and Recreation Director Leyman)

- e) Parking and Public Improvements Commission Meeting Minutes of January 23, 2025 (Interim Community Development Director Codron)
- f) Cultural Arts Commission Meeting Minutes of February 19, 2025

(Parks and Recreation Director Leyman)

g) Finance Subcommittee Action Meeting Minutes of March 6, 2025

(Acting Finance Director Bretthauer)

h) Library Commission Meeting Minutes of March 10, 2025

(Parks and Recreation Director Leyman).

INFORMATION ITEM ONLY

The attached minutes are for information only:

- 1) Library Commission Meeting Minutes of August 12, 2024
- 2) Library Commission Meeting Minutes of September 9, 2024

- 3) Library Commission Meeting Minutes of November 12, 2024
- 4) Cultural Arts Commission Meeting Minutes of December 16, 2024
- 5) Parking and Public Improvements Commission Meeting Minutes of January 23, 2025
- 6) Cultural Arts Commission Meeting Minutes of February 19, 2025
- 7) Finance Subcommittee Action Meeting Minutes of March 6, 2025
- 8) Library Commission Meeting Minutes of March 10, 2025

CITY OF MANHATTAN BEACH MINUTES OF THE LIBRARY COMMISSION

August 12, 2024 4:00 p.m. City Council Chambers and Zoom

The August 12, 2024 meeting has been cancelled. The next regularly meeting will be held on September 9, 2024.

August 12, 2024

CITY OF MANHATTAN BEACH MINUTES OF THE LIBRARY COMMISSION MEETING

Monday, September 9, 2024 4:00 PM

Location: City Manager Conference Room, 1400 Highland Avenue and Zoom

A. CALL TO ORDER

Chair Doll called the meeting to order at 4:00 p.m.

B. PLEDGE TO THE FLAG

C. ROLL CALL

Present: Commissioners Bond, Braitman, Huber, Millea, Vice Chair Levitt, Chairperson Doll Absent: None

Others Present: Senior Recreation Supervisor (SRS) Kari Bell; Senior Management Analyst (SMA) Linda Robb, Recording Secretary Rosemary Lackow.

Chair Doll welcomed student commissioner Sydney Huber who gave a brief self-introduction, noting she is a Junior at Mira Costa; she looks forward to contributing to the commission.

D. APPROVAL OF MINUTES – July 9, 2024

Chair Doll called for any changes; seeing none, it was moved and seconded (Braitman/Levitt) unanimously to approve as submitted.

E. AUDIENCE PARTICIPATION

1. Librarian's Update

Library Manager Josh Murray announced several library events and activities available to the public through October 10th for all age groups, noting that September is designated Hispanic Heritage month. For more information: www.lacountylibrary.org.

The Commission briefly discussed the library's teen book club and tutoring with Manager Murray. Vice Chair Levitt will set up a meeting between the commission programming committee and Manager Murray to discuss the possibility of expanding the teen book club into the schools and sharing the library tutoring resources with teachers.

F. GENERAL BUSINESS

- 1. 2024 Work Plan Discussion (committee members indicated for each project)
 - a) One Book, One County Program. (Doll, Millea)

Library Manager Murray recapped the July 28th workshop/reception with author Maria Amparo Escandón. He felt the event went very well and estimated attendance as 50+ including library, commission and city staff. Vice Chair Levitt expressed a concern, shared by Commissioners Bond and Braitman, that there may have been a disconnect in that, as

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advertised, there could have been an expectation that the "writer workshop" portion would be more technically focused for writers, but that turned out not to be the case and this may have affected attendance. Chair Doll thanked Manager Murray for his efforts including his introduction and showcasing of the library.

Manager Murray noted the data regarding the overall program is still being analyzed. The Commission requested that the County provide a recap as well as an accounting of the city surplus funds that had been contributed. SRS Bell will discuss with Director Leyman.

b) Library Appreciation Events (Millea, Braitman, Huber)

Commissioner Braitman suggested that the Commission's public library staff recognition include: 1) dropping off an edible treat (for approximately a dozen people) for library staff just prior to each Commission meeting (e.g. donuts, cookies, bagels); 2) continue having a catered meal (breakfast or lunch) in November, and 3) continue recognizing school librarians with a gift/certificate at end of school year.

The Commission discussed with Manager Murray who indicated that monthly treats would be appreciated and can, for convenience, be brought to the front desk, but asked that he be given advance notice so that he can let staff know and anticipate this. Regarding a catered meal, he suggested that the best time (when staffing is at a peak) is around 2:00 on a Tuesday. A "to go" set up works best for staff. A schedule for treat drop offs was discussed: Chair Doll volunteered for October, Commissioner Levitt, November, and Commissioner Bond will bring in December.

The committee will explore Tuesdays in November for a library staff lunch, from 1 pm to 3 p.m. as well as caterers. Chair Doll requested that the committee email her when a date has been set.

Commissioner Millea will look at what needs to be done to plan for the school librarian recognition for June 2025, working with Commissioner Huber.

c) StoryWalk (Bond, Millea, Huber)

Commissioner Bond will install the next book - "Hello Coco!" by Latrice McGlothin in early October. As her term ends at the end of next May, she will focus on working with Commissioners Millea and Huber who will be handling this program in the future. The committee will meet and discuss how the project tasks will be organized; tasks include working with the children's librarian to determine book titles, purchase of two books for each installation, getting pages laminated and installing the laminated pages in the frames.

Brief discussion followed in which Manager Murray noted that, during the Home Town Fair, the library plans to have multiple displays on the second floor, including a display of local authors from Manhattan Beach and surrounding south bay area.

d) Library Surplus

Chair Doll noted that this discussion item is broken down into two separate committees: 1) LA County Speaker Series (Doll, Levitt, Bond) and 2) Library Maintenance (Levitt, Doll).

Maintenance: Manager Murray updated that meetings have been held or scheduled, e.g. with the library furniture vendor and original interior designer and repairs have been initiated. A temporary fix will be made to the central HVAC system with a permanent solution much further in the future. The county is working towards completing all items on the list (stairs, window glass cleaning, furniture, etc.) prior to the 10th anniversary; that date has yet to be determined. He shared some details, for example, an anti-graffiti film that has been placed on

windows has been found to make the glass appear to be dirty even when surface is clean; he has requested that this film be removed for now. He will look into the status of repairing the stairs and has emailed/forwarded Commissioner Braitman's suggestion that heat pumps be looked into for the air conditioning.

Speaker events: Chair Doll reported that she and Commissioner Levitt met with the County planning staff who presented ideas for two speaker events: smaller (80-person) event this November at the library (estimated earmarking of \$10,000 from library surplus), and a larger event in spring 2025 at the Mira Costa auditorium likely in May, to coincide with the library's 10^{th} anniversary.

The Commission discussed various ideas for topics or speakers for the November event (e.g. a digital content creator, sports figure, media analyst, film critic, etc.) The city/county speaker event team will meet again this Thursday and it is hoped that the November speaker will be firmed up by the October meeting.

Vice Chair Levitt suggested, if agreeable with the County, working with the high school. SRS Bell requested that all ideas or resources from the commission to be raised at this Thursday's meeting, be emailed to her by end of this Wednesday.

Vice Chair Levitt noted that the Library Commission/County library speaker committee is also looking at speakers for the bigger, spring event; she will report back to the commission when more information is available.

Commissioner Huber noted that she is considering initiating a school club that would be composed of other city or local high school student commissioners and this might be a good way to promote the speaker events. She will reach out to students and report back at the next meeting.

G. STAFF ITEMS – SRS Bell informed: 1) The items on the library repair list that have been compiled are eligible to be funded through the city's library surplus and the city is currently waiting for a quote before this can go forward. 2) Staff will confirm future meeting dates for October and November and all city commissions will be "dark" in December.

H. **COMMISSION ITEMS** – None

I. ADJOURNMENT

With no objection, Chair Doll adjourned at 5:37 pm to 4:00 p.m., October 16, 2024 (special meeting date due to holiday).

CITY OF MANHATTAN BEACH MINUTES OF THE LIBRARY COMMISSION MEETING

Tuesday, November 12, 2024 4:00 PM

Location: City Council Chambers, 1400 Highland Avenue and Zoom Teleconference by Commissioner Bond (per Government Code Section 54953(b)) Marriott Manhattan Midtown Lobby 151 W. 54h Street New York, New York 10019

A. CALL TO ORDER

Chair Doll called the meeting to order at 4:00 p.m.

B. PLEDGE TO THE FLAG

C. ROLL CALL

Present: Commissioners Bond (remote), Braitman, Huber, Millea, Vice Chair Levitt,

Chairperson Doll

Absent: None

Others Present: Senior Recreation Supervisor (SRS) Kari Bell; Senior Management Analyst (SMA) Linda Robb, Recording Secretary Rosemary Lackow.

D. APPROVAL OF MINUTES – October 16, 2024

Chair Doll called for any changes; seeing none, it was moved and seconded (Braitman/Millea) to approve; motion carried 6-0.

E. <u>AUDIENCE PARTICIPATION</u>

1. Librarian's Update

Library Manager Josh Murray announced several library events and activities available to the public for all age groups through mid-December. For more information on all of the announced activities and events, visit: www.lacountylibrary.org.

Manager Murray highlighted:

- Manhattan Beach Speaker Series event: Cory Richards on November 16, 2-3:30 p.m. (waitlist) will not be recorded by library. City to check with County at meeting tomorrow as to general public recording.
- Library repair: progress being made on many fronts: new digital display in lobby; new HVAC units installed; working on purchase orders, or sitewalks done for: replacement/refreshing floors and stairs refinishing, furniture replacements or refreshing in adult and children's areas; first floor windows anti-graffiti film replacement; wood paneling refinishing.
- Local school outreach: continues through children's librarians, including story times both in-library and in classrooms and quarterly, at Friends of Library farmers market (next 11/19).
- Brainfuse: System-wide usage and satisfaction dated was reported for FY 2023-2024; in

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- several categories there is over 90% satisfaction; usage was 108,999; 95,305 used databases, and almost 14,000 used to help for homework, build skills, writing etc. (will try to get branch data).
- MB branch statistics. FY 2023/24: filled 58,734 holds (increased); 169,375 visitors, averaging 14,115 visits monthly (17.5% increase); 183,832 all items circulated, an increase (books, magazines, DVDs, audiobooks, CDs, and electronic devices); 135,116 total digital downloads, eBooks and audiobooks (128% increase in Overdrive service). Manager Murray commented that the library is keeping up with nation-wide demand for e-books which continues to trend upwards (library yearly increases number of e-books). Some popular platforms for accessing digital media are Hoopla (no holds, but older books), Kanopy and Libby (by Overdrive) accessed from main library website page under the "digital library" link. Based on his experience, very few books are not returned to the city's branch.

F. GENERAL BUSINESS

- 1. 2024 Work Plan Discussion
 - a) Library Appreciation Events (Commissioners Braitman, Huber, Millea)

Commissioner Braitman gave a brief recap on the appreciation luncheon at the library, which occurred today. Very nice presentation, favorable and appreciative reception. Chair Doll asked that the library provide any helpful feedback for next year's event.

b) Speaker Series (Commissioners Bond, Doll, Levitt)

Chair Doll noted that the LA County and City speaker series planning team will meet tomorrow; The bookstore {pages} has been invited. It is expected that at the next (January) Commission meeting, in addition to a recap on Cory Richards, the speaker for the Spring, 2025 event will be identified.

c) StoryWalk (Commissioners Bond, Huber, Millea)

Commissioner Bond noted that there is no new information to report but she continues to work on a "how to" document with a list of books historically installed and those recommended, for her successor.

d) Library Events/Programming (Commissioners Braitman, Levitt)

Library Hometown Fair Booth? Commissioner Braitman inquired as to whether the Library has had a booth at the Hometown Fair. Library Manager Murray explained that the library had a booth this year, set up outside the library and got quite a few visitors, but due to difficult logistics does not have a booth in the park. The library's exhibit of local authors viewable before and after the fair was popular.

It was suggested that the Library Commission host a table to promote the library. After discussing, it was agreed that the committee, if interested, should develop a more detailed concept and run by Manager Murray for his input and then bring back to the full Commission for discussion. SRM Bell emphasized that it is important that the commission be strategic and make sure that the booth will be within the purview of the Commission's liaison role, and not be infringe on the County's role.

Photo Op Day? Commissioner Braitman reported that he and Vice Chair Levitt met with the County about potentially bringing back some form of "Photo Op Day" and they were advised that this is not an event that the County Library is interested in continuing. Vice Chair Levitt clarified that the County does not see Photo Op Day as something that augments or benefits their programming. It was pointed out that the Photo Op event nexus to the library was that it could encourage attendees to also visit the library, especially important after Covid. However, attendance statistics do not indicate that such is needed in Manhattan Beach and the new speaker series will be promoting the library.

It was clarified that the committee is officially moving away from continuing Photo Op Day, but perhaps another city commission may be interested in this event.

G. STAFF ITEMS

- 1. SRS Bell asked whether any of the commissioners want to speak at the Cory Richards event, if so, please let her know so this can be worked out with the County.
- 2. SRS Bell reminded that the Commission will be dark in December.
- 3. Chair Doll asked about the status of digitization of local history; SRS Bell will look into and provide an email response. Manager Murray informed that the physical local newspaper historical collection was returned today and is once again available to the public.

H. COMMISSION ITEMS

Chair Doll reminded each Commissioner should regularly check their city emails and respond to staff in a timely manner and individual committees need to meet regularly between monthly meetings and generally communicate with other committee members. There was brief discussion on how to check city emails on a phone; SRM Robb will look into and advise.

Commissioner Huber will be having her student meeting this week and will remind about the Cory Richards event and ask about ideas for the spring event speaker.

I. ADJOURNMENT

It was moved and seconded (Levitt/Braitman) to adjourn the meeting at 4:57 pm to 4:00 p.m., January 13, 2025.

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CITY OF MANHATTAN BEACH MINUTES OF THE CULTURAL ARTS COMMISSION

December 16, 2024 4:00 p.m.

The December 16, 2024 Cultural Arts Commission meeting has been cancelled due to the Holidays.

CITY OF MANHATTAN BEACH PARKING AND PUBLIC IMPROVEMENTS COMMISSION MINUTES OF A REGULAR MEETING January 23, 2025

A. <u>CALL TO ORDER:</u>

The regular meeting of the Parking and Public Improvements Commission (Commission) of the City of Manhattan Beach, California was held in hybrid format (Zoom Call and in person at City Hall, 1400 Highland Avenue. Manhattan Beach, CA 90266) on January 23, 2025, at the hour of 4:00pm.

B. PLEDGE TO FLAG

C. ROLL CALL

Present: Commissioners Balla, Marcy (Late) (Remote), Kirschenbaum, Chair DaGiau

Absent: None

Staff Present: Ryan Heise, Acting Community Development Director

Erik Zandvliet, City Traffic Engineer

Britny Coker-Moen, Environmental Programs Administrator

Clerks: Carianne Chavez, Agenda Host

D. APPROVAL OF MINUTES

01/23/2025-1 Regular Meeting – December 5, 2024

MOTION: It was moved and seconded (Kirschenbaum/Balla) to approve the minutes without

corrections.

AYES: Balla, Kirschenbaum, Chair DaGiau

NOES: None ABSTAIN: None ABSENT: Marcy

E. AUDIENCE PARTICIPATION (3-minute Limit)

Chair DaGiau opened Audience Participation.

There were no speakers.

Chair DaGiau closed Audience Participation.

F. GENERAL BUSINESS

01/23/2025-2 Aviation Boulevard Pedestrian Enhancement Project Community Meeting

Traffic Engineer Zandvliet explained that the City of Redondo Beach received a subregional Measure M transportation grant for the evaluation, design, and construction for pedestrian and bicycle improvements on Aviation Boulevard between Manhattan Beach Boulevard and Artesia Blvd. The City of Redondo Beach hired Fehr & Peers, a transportation consulting firm, to conduct the evaluation and make recommendations to prepare the engineering design. Redondo Beach has partnered with Manhattan Beach to determine what type of pedestrian improvements would be appropriate. There will be two additional workshops in Redondo Beach to receive feedback from the public. **Traffic Engineer Zandvliet** introduced Alex Melaragno from Fehr & Peers to give a presentation on the proposed project:

Mr. Malaragno provided a general overview and shared the four goals of the project:

- 1. Provide safer/low-stress crossing locations along Aviation Boulevard for residents and visitors of both cities to patronize local businesses and return to their residence or vehicle;
- 2. Improve access to transit and bus stops on opposite sides of Aviation Boulevard;
- 3. Encourage walking and bicycling trips between destinations in Manhattan Beach and Redondo Beach such as Mira Costa High School and Anderson Park, contributing to reduced vehicular traffic and opportunities for physical activity; and
- 4. Introduce more gaps for vehicles to enter at other unsignalized intersections along Aviation Boulevard.

Mr. Malaragno also shared the possible project alternatives:

- 1. No improvements
- 2. Crosswalk with Yellow Flashing Beacon
- 3. Crosswalk with Yellow Flashing Beacons and Center Refuge Island
- 4. Crosswalk with Red-Light Signal Control for Pedestrian/Bicyclist only
- 5. Full Traffic Signal for Vehicles, Pedestrians and Bicyclists

He described the four crosswalk options and explained the differences between them. He also provided an operational comparison between the potential project alternatives and graded them based on their Level of Service (LOS) which is a measure of traffic operations from the drivers' perspective. The community feedback survey will remain open until Friday, February 28th.

Traffic Engineer Zandvliet announced that Commissioner Marcy joined the meeting virtually.

Commissioner Kirschenbaum asked for clarification on the staff recommendation for the Aviation Boulevard Pedestrian Enhancement Project Community Meeting. **Traffic Engineer Zandvliet** stated that that staff recommends that the Commission conduct the "community meeting" now as part of this agenda item, and to receive feedback regarding this project.

Chair DaGiau asked for clarification on what initiated this potential project. Traffic Engineer Zandvliet stated that the proposed pedestrian and bicycle enhancements came from the Beach Cities Living Streets Manual efforts and through a Redondo Beach Council Member. Chair DaGiau asked if any residents contacted the Traffic Engineer regarding their concerns about this corridor. Traffic Engineer Zandvliet stated that he has received interest in bicycle improvements on Aviation Boulevard and some concerns regarding traffic collisions and speed on Aviation Boulevard in recent years.

Commissioner Balla asked if there is enough grant funding to install full traffic signals at these intersections. **Consultant Melaragno** explained that there will be an official cost estimate in the future but at this time, but there is funding for both design and construction of the potential improvements.

Commissioner Kirschenbaum stated that if crosswalks are implemented on a heavily trafficked street such as Aviation Boulevard, he believes it will create a false sense of security for pedestrians that cross the intersection. He also asked for the reason for implementing these crosswalks. **Traffic Engineer Zandvliet** explained that there were previous resident concerns about pedestrians crossing Aviation Boulevard and stated that staff is also concerned for pedestrian safety, which is why all crossing alternatives have enhanced crossing safety features.

Chair DaGiau suggested that a pedestrian hybrid beacon would be beneficial for the proposed intersections. He also requested more information on the budget for the proposed project and then to discuss the possible project alternatives based on the budget. **Traffic Engineer Zandvliet** stated that the best solution will be selected without regard to cost, and staff will find the appropriate funding if necessary.

Chair DaGiau opened public comment.

Kristie Daniel expressed her concerns regarding the unintended consequences of implementing the proposed crosswalks such as increased traffic on residential streets as there are three schools nearby.

Fred Rinaldi shared his concerns regarding pedestrian safety and the speed drivers travel on Aviation Boulevard. He also expressed his support for the proposed crosswalks.

Darren Sapanek (1720 Curtis Avenue) expressed her concerns about the lack of data regarding the number of pedestrians trying to cross Aviation Boulevard and based on this information, she doesn't know if the crosswalks are necessary.

Mindy Bath-Schmidt shared her concerns about Sepulveda Boulevard between Manhattan Beach Boulevard and 2nd Street. She explained that there have been multiple collisions on various intersections along Sepulveda Boulevard and asked if the Commission and the State can research potential options to prevent future collisions.

Paiwei Wei shared his support for the proposed crosswalks.

Gino DiGregorio (1726 Curtis Avenue) shared his opposition for the proposed crosswalks since there are no retail businesses near the proposed intersections. He also mentioned that crosswalks are not necessary since it will slow down traffic, but requested some other measure that will decrease the speed of drivers.

R.P. Combs shared his concerns regarding the proposed crosswalks as he believes they will increase traffic in the nearby residential areas.

David Sundius stated that he is on the South Bay Bicycle Coalition Board and shared his support for bicycle improvements along Aviation Boulevard.

Jackie Zuanich-Ferrell shared her support for the proposed crosswalks but only if they are implemented with full traffic signals for vehicles, pedestrians, and bicyclists as this is a safer option.

Paulette Rhaney shared her concerns regarding the implementation of the proposed crosswalks and believes it would create more traffic in the residential area. She also shared her concerns regarding the intersection of Aviation Boulevard and 2^{nd} Street and suggested that a physical barrier be implemented on the Robinson Street side of the intersection to prevent cars from going straight onto 2^{nd} Street.

Jenny Shannon expressed her concerns regarding the safety of the unprotected left turn lane on Aviation Boulevard at 2nd Street.

Zac Dean shared his support for pedestrian and bicycle improvements in Manhattan Beach and to increase safe transportation options within the City. He also shared his support for additional safe signalized intersections and for the completion of the South Bay Bicycle Master Plan.

Phoebe Dedman shared her support for pedestrian and bicycle improvements and safety along Aviation Boulevard.

Chair DaGiau closed public comment.

Chair DaGiau re-opened public comment.

Zane Morrissey thanked Traffic Engineer Zandvliet for the implementation of parking tees on Aviation Boulevard. He shared his concerns regarding the speed of drivers on Aviation Boulevard.

Chair DaGiau closed public comment.

Traffic Engineer Zandvliet acknowledged the speed of drivers along Aviation Boulevard and explained that pedestrians do not cross at other intersections along this street due to safety concerns. He further explained that there are no pedestrian warrants or means to justify additional crosswalks or traffic signals. However, these improvements can be justified for safety reasons. He also acknowledged the need for more enforcement within this area of the city and stated that the data collected for this proposed project is in the staff report.

Chair DaGiau thanked the members of the public for their comments.

Commissioner Kirschenbaum stated his opposition for the proposed crosswalks and stated that the report does not mention any reduction of Aviation Boulevard to one lane each way. He thanked the members of the public for their comments.

Commissioner Marcy thanked the members of the public for their comments and stated that he agrees with his fellow Commissioners.

Commissioner Balla suggested that this item be brought back to the Commission after the Community Workshops have concluded. She shared her concerns about the crosswalks and shared her interest in learning about fully signalized intersections for this proposed project.

Traffic Engineer Zandvliet stated that further updates will be brought back to the Commission before making a recommendation to the City Council. He stated that the next two Community Workshops will take place on January 27, 2025 and February 3, 2025 in Redondo Beach and more information can be found on the Manhattan Beach City website.

Commissioner Kirschenbaum asked if the City can reach out to Torrance Transit to implement more bus stops within this area. **Traffic Engineer Zandvliet** stated that he will get back to the Commission with more information.

01/23/2025-3 Discussion and Provide Recommendation to the City Council on the Proposed Climate Action and Adaptation Plan

Environmental Programs Administrator Coker-Moen summarized the staff report. She explained that in 2018, the City Council approved an Environmental Work Plan, and the City committed to creating a Climate Resiliency Program which included an analysis of the City's vulnerabilities to climate change and sea level rise and develop a Climate Action and Adaptation Plan (CAAP). In response to advancements in climate science, updated state policies, the City has revised its goals. The new CAAP aims to achieve a 40 percent reduction in Green House Gas (GHG) emissions by 2030 and an 85 percent reduction by 2045, compared to 1990 levels. The CAAP also commits to the City to achieving carbon neutrality by 2045.

The two main objectives of the CAAP are:

- 1. Reduce the City's community-wide greenhouse gas emissions; and
- 2. Increase the resilience of the community to the anticipated impacts of climate change.

The GHG reduction measures in the CAAP are organized in 7 groups of strategies, addressing energy consumption and generation, transportation, land use, solid waste disposal, and water use. For each GHG reduction measure, there are performance goals, strategies, and specific actions for reducing emissions. Guidance for implementation, monitoring, and future updates is also provided. The following strategies are:

- 1. Clean Energy Systems
- 2. Green Buildings
- 3. Zero-Emission Vehicles (ZEVs)
- 4. Smart Mobility
- 5. Water Conservation and Reuse
- 6. Water Reduction and Recycling
- 7. Nature-Based Solutions

To meet these objectives, the CAAP sets forth nine strategic goals, which align with the City's General Plan, Local Coastal Program, and other relevant policies which are:

- Engaged, Prosperous, and Equitable Community;
- Reduced Dependency on Fossil Fuels;
- Clean Air Community;
- Healthy Buildings and Infrastructure;
- Safe and Efficient Transportation System;
- Sustainable Resource Consumption;
- Resilient Populations and Neighborhoods;
- Climate-Resilient City Infrastructure; and
- Resilient Parks, Beaches, and Public Spaces.

Climate Resilience and Adaptation strategies address community preparedness, extreme heat mitigation, air pollution, sea level rise, and drought and water management. The CAAP development process involved extensive community engagement, including public workshops, stakeholder meetings, and surveys.

Effective implementation of the CAAP requires a robust framework, including:

- Implementation Schedule with a detailed timeline for executing strategies and actions, categorized into short-term, medium-term, and long-term milestones;
- Specific roles assigned to City departments to ensure accountability;
- Identification of potential funding opportunities, including state and federal grants, public-private partnerships, and local resources; and
- Use of KPIs to track progress, with annual reports to the City Council and Planning Commission.

Chair DaGiau opened public comment.

Paiwei Wei suggested amending the CAAP to add a commitment to completing the South Bay Bicycle Master Plan and to implement more protected bicycle lanes around the city as transportation alternatives.

Paulette Rhaney asked if the bus system could be brought back for the Mira Costa and Manhattan Beach Middle School students to reduce air pollution and traffic congestion.

Chair DaGiau asked if there is a regulation that prevents bus drivers from leaving their buses running at Mira Costa High School. **Traffic Engineer Zandvliet** stated he will get back to the Commission with more information.

Mindy Bath-Schmidt shared her opposition for creating more bicycle lanes in the City as it will take away lanes for drivers. She also shared her concerns regarding enforcing e-bicycle regulations.

Christopher Coons stated that he is the President Pro-Tem of the South Bay Bicycle Coalition and requested to accelerate the implementation of the South Bay Bicycle Master Plan.

MOTION: It was moved and seconded (**Kirschenbaum/DaGiau**) to recommend the approval of the Climate Action and Adaptation Plan.

AYES: Balla, Marcy (Remote), Kirschenbaum, Chair DaGiau

NOES: None ABSTAIN: None ABSENT: None

01/23/2025-4 Consider a Petition for Resident Parking Permit Restrictions on Peck Avenue between Gates Avenue and Voorhees Avenue

Traffic Engineer Zandvliet summarized the staff report. In November 2024, the City received a resident petition requesting the installation of "RESIDENT PARKING ONLY AT ALL TIMES" restrictions on the east side of Peck Avenue between Gates Avenue and Voorhees Avenue. The petition letter, written by Paulette Rhaney, the property owner at 224 South Peck Avenue, states that street parking in front of their homes is impacted by public schools and sports programs. The letter asks the City to post resident parking only restrictions on the east side of Peck Avenue from Artesia Boulevard to 1st Street, with up to three resident parking permits and two visitor permits for each household. In 2005, the City Council authorized the Mira Costa Residential Parking Program to address student parking in the nearby neighborhood. Pursuant to the program, the current restrictions are set up with staggered hours on opposite

sides of the street to prohibit continuous parking during the school day, but still allow short-term parking, with the exception of permitted vehicles. The Traffic Engineer conducted field observations and confirmed that school-related parking significantly impacts residents along Peck Avenue. Due to the high parking demand within this area, the Traffic Engineer recommends the Commission move to approve limited hours for the No Parking prohibition instead of approving the proposed petition.

Traffic Engineer Zandvliet stated that Commissioner Marcy exited the meeting.

Chair DaGiau asked for clarification regarding the current Mira Costa Residential Parking Permit Program. **Traffic Engineer Zandvliet** explained that the current program allows for the Mira Costa Permit Parking restrictions to be placed on streets bordered by Sepulveda Boulevard, Redondo Avenue, Artesia Boulevard and Gates Avenue.

Chair DaGiau opened public comment.

Paulette Rhaney expressed her concerns regarding the current parking demand within her neighborhood due to school and sporting events at Mira Costa High School and Pennekamp Elementary. She explained that the public parks in front of the residences along Peck Avenue and on various cross-streets seven days a week throughout all hours of the day. She further explained that there is nowhere for her family or visitors to park. She also shared her concerns regarding the air pollution from all the visitors' vehicles and the buses that drive through and park within this area.

Chair DaGiau closed public comment.

Commissioner Balla asked how the permit hangtags are enforced in this area. Traffic Engineer Zandvliet explained that residential areas are not proactively patrolled for violations and are handled on a complaint basis. Commissioner Balla asked if there had been a discussion with the School District. Traffic Engineer Zandvliet stated that staff tries to manage parking issues with the School District as they come up. He confirmed all the parking issues brought up by the resident.

Discussion followed.

Chair DaGiau opened public comment.

Paulette Rhaney stated that updating the parking restrictions to include weekends would not be sufficient due to the parking demand at all times. She asked if the City could consider a bus system for the students.

Chair DaGiau closed public comment.

Traffic Engineer Zandvliet stated that the bus system was disbanded many years ago and there was no impact study since busing is not required by the State of California.

MOTION: It was moved and seconded (Kirschenbaum/Balla) to recommend the approval of No

Parking restrictions on the east side of Peck Avenue between Gates Avenue and Curtis Avenue in accordance with the Mira Costa Residential Parking Program at hours to be determined by the Traffic Engineer seven days a week, resident hangtags exempt.

AYES: Balla, Kirschenbaum, Chair DaGiau

NOES: None ABSTAIN: None

ABSENT: Marcy

OTHER ITEMS

01/23/2025-5 Staff Updates

Traffic Engineer Zandvliet provided the following staff update on the following items:

- The budget review process has been initiated for the next Fiscal Year. The City Council will soon host workshops to receive feedback from the public.
- More Capital Improvement Projects will be coming to the Parking and Public Improvements Commission as part of the Capital Improvements Program update in April.
- The City Council will review their Work Plan for the upcoming year on February 10, 2025.
- Parking Lot 3 Closure
 - o Demolition has been completed.
 - The Engineering Division is working on a design for the surface level parking lot which will have 69 metered spaces and some EV charging stations.
 - o A Feasibility study concluded that parking will best use for this lot.
- The City Council selected a new Commissioner, Gita O'Neill, who will begin in February.

Chair DaGiau asked about the intersection on Marine Avenue and Cedar Avenue since there is only one crosswalk crossing Marine Avenue. **Traffic Engineer Zandvliet** stated that there is a study in progress.

01/23/2025-6 Commissioner Items

Commissioner Kirschenbaum asked if there can be a meeting to discuss potential options to make travel safer along Sepulveda Boulevard and if these alternatives can be brought to Caltrans. He also asked if this can be brought to the February Commission meeting. **Traffic Engineer Zandvliet** stated that safety studies have been conducted in the past and stated that he will bring back a report to the Commission. He explained that this decision will be up to the City Council, but the Parking and Public Improvements Commission can make a majority vote to ask the City Council to add this item to their Work Plan.

MOTION: It was moved and seconded (**Kirschenbaum/Balla**) to recommend asking the City Council to add this onto their Work Plan, with the utmost urgency.

AYES: Balla, Kirschenbaum, Chair DaGiau

NOES: None ABSTAIN: None ABSENT: Marcy

Commissioner DaGiau opened public comment.

Mindy Bath-Schmidt shared her concerns regarding the intersection of Sepulveda Boulevard and 8th Street as the lane striping is not clear on 8th Street. She requested that a separate eastbound left turn lane and a single eastbound through/right lane be created.

Jenny Shannon shared her support for increasing traffic safety along Sepulveda Boulevard.

Commissioner DaGiau closed public comment.

G. ADJOURNMENT

MOTION: It was moved and seconded (**Balla/Kirschenbaum**) to adjourn this meeting at 6:44 p.m. to the Parking and Public Improvements Commission Regular Meeting on February 27, 2025, at 4:00 p.m. at the City Hall Council Chambers (1400 Highland Ave. Manhattan Beach, CA 90266) and via ZOOM Call.

AYES: Balla, Kirschenbaum, Chair DaGiau

NOES: None ABSTAIN: None ABSENT: Marcy

CITY OF MANHATTAN BEACH MINUTES OF THE CULTURAL ARTS COMMISSION

February 19, 2025

Location: Manhattan Beach City Council Chambers 1400 Highland Avenue. Manhattan Beach, CA 90266 and Hybrid (remote/Zoom)

A. CALL TO ORDER

Chair Tokashiki called the meeting to order at 4:01 p.m.

B. PLEDGE TO THE FLAG

C. ROLL CALL

Present: Patterson, Chair Tokashiki, Torrey, Padnos

Absent: Vice Chair Karger, Colmey

Staff present: Senior Recreation Supervisor (SRS) Eric Brinkman, Cultural Arts Supervisor (CAS) Randy

Niessen, Senior Management Analyst Linda Robb, Recording Secretary Rosemary Lackow

D. APPROVAL OF MINUTES – January 28, 2025

It was moved and seconded (Patterson/Torrey) to approve the January 28, 2025 minutes as submitted; motion passed by voice vote: 4-2 (Karger, Colmey absent).

E. CEREMONIAL - None

F. AUDIENCE PARTICIPATION (3-Minute Limit) - None

G. GENERAL BUSINESS

- 1. Work Plan Item Discussion
- a. Utility Box Beautification Phase III. SRS Brinkman reported: the RFP submittal deadline has been extended from March 9th to March 30. Flyers advertising the project were taken by Commissioners Padnos and Torrey who were requested to report back where these were posted.
- b. Murals update. SRS Brinkman reported: at the February 4, 2024 meeting, City Council approved (3-2, pulled from consent) allocation of \$18,000 additional for the shark mural. Artist Eric Snyder will begin work in early March; this is the last mural in this phase.
- c. Sculpture Garden. Project is still paused with the exception of a decorative, artistic fence at Sand Dune Park. The fence will be brought to the Cultural Arts Commission at the appropriate time, as this will be funded through the Public Arts Fund (PAF).
- d. New Art Initiatives

- i. Public Art Brochure: CAS Randy Niessen presented a first draft of the brochure which will be a tri-fold (8.5" by 11") brochure and discussed with the Commission. The commission consensus was positive; CAS Niessen noted that while the brochure's two maps (east and west sides of city) show only sculptures and murals, a QR code will provide a pathway to the entire city collection viewable online. Artworks that will be deaccessioned will be included with future updates. Staff will work with the formatting and layout to ensure it is readable.
- ii. Poet Laureate. (Patterson, Colmey, Padnos) Commissioner Patterson recapped research by the committee into other city programs and it is clear more discussion is needed on the honorarium amount and scope of the work. Commissioner Patterson noted also that per direction from last meeting, she has invited a member of the Manhattan Beach Poetry Circle to participate on the committee.

Commissioner Patterson concluded that the committee found that there is no template for a poet laureate (PL) program and there is a lot of variability. The amount of honorarium ranges from \$2,500/year to \$15,000 (over 2 years) and the programs have existed over varying lengths of time. For example: El Segundo, in only its second year recently raised its amount to \$13,000 over two years; Malibu, which has had a program for five years pays \$6,000 per year and provides much flexibility to the PL to design the program; in Orange County there is one program privately funded that pays \$15,000 over two years.

There was a consensus that Manhattan Beach, as a start, should use El Segundo as a model for the honorarium, but perhaps raise the amount to \$15,000 for two years plus \$5,000 for materials. Commissioner Patterson recommended that in the prospectus, the word "materials" be replaced by "expenses."

It was suggested that the city's Historical Society be invited to participate in the process. It was noted that it may be the City Council's preference for more of a prescriptive approach to the role and requirements of the PL. The benefits of having a less prescriptive approach were also pointed out, such as it may be less costly in terms of staff time required to monitor task follow-through. One option is to have a menu of options (e.g. holidays, events) but with a minimum requirement in terms of the number of events, with recognition that after the program is launched it can be adjusted.

Commissioner Padnos noted he has received input from the high school poetry club. Club members pointed out that although there are already some writing/poetry programs in the schools the poet laureate program could offer more collaboration including expanding poetry programs to the elementary schools through high school mentoring of younger students, writing workshops, events and panels with local poets and writers, musicians and songwriters and events at local bookstores, such as {pages}.

Commissioner Patterson noted that she has communicated with the MB Poetry Circle and has invited them to participate on the ad hoc committee.

Chair Tokashiki called for public comment.

Deborah Henderson, MB Poetry Circle, attended many Poet Laureate events in El Segundo which were enjoyed by people of all ages; would love to see this happen in Manhattan Beach and highly encourages working with Bob, head of the Poetry Circle group.

Discussion focused on the student PL position and whether it should be included in the first year, and how much flexibility should be written into the requirements for what is expected of the PLs.

CAS Niessen provided his insights, noting that mentorship typically requires a lot of effort and can affect the program's budget; he noted that the El Segundo program did not include a student PL. One effect of having a more prescriptive role (as in the current draft) is that it may involve more staff time to monitor to make sure the PL is following through on all requirements. He recommends loosening up the requirements somewhat.

Chair Tokashiki stated she likes the concept of integrating poetry with the schools including music, but leans towards removing the mentorship aspect from the description for the initial rollout and re-evaluating later. Commissioner Padnos can see including integration into the schools in the initial rollout if the student role is kept relatively simple.

Commissioner Patterson commented that, as the prospectus is currently written, the student PL is more of an honorary position, to represent the City as a youth voice. The position involves recitation of the student's original poetry at certain events, with mentoring by the adult PL and a teacher. The selection committee was discussed as an important element in the process but as yet, members of the selection committee have not yet been identified.

CAS Niessen suggested and the Commission agreed, to take some time to decide what its vision is for the PL position, and identify goals that are to be achieved, as having clear goals will: make the position more appealing to potential candidates; provide a framework to guide the development of specific programs; provide a way to measure success; and facilitate integration of the programs into the community. While the overview in the project prospectus states specific requirements, it was suggested that the ad hoc committee consider questions like: how will this program inspire and impact the community, and what is the legacy that is desired.

Summarizing next steps, it was agreed that the honorarium amount should be modeled after the El Segundo program and the ad hoc committee will expand to include a member of the poetry circle group and meet to develop a broad vision and goals for the program that could be worked into a preambulatory statement (as opposed to a rigid list of requirements) with a description of the role for a student PL.

e. Memorial for the Fallen - SRS Brinkman clarified that PAF money can be used, if the written information being displayed is incorporated into the artwork. Accordingly, there are two options for the RFQ: 1) the onus for ADA compliance can be put on the artist; or 2) the artwork location itself can be predetermined to be ADA compliant by being close enough to a public accessible sidewalk with a large, readable font size. He cited the MB Education Foundation donor mosaic in Metlox Plaza as an example of an artwork that has an ADA compliant location.

An issue that affects the RFQ and is very important is (similar to the poet laureate project) is how prescriptive should the RFQ be? i.e. how much liberty should be given to the artist in designing the

artwork. SRS Brinkman stated he leans towards more flexibility and creative license and endorses using the APPC as this project was driven by community interest.

There are two main tasks for the Commission: 1) determine use of APPC and its composition and; 2) provide guidance to staff in developing the RFQ. In developing the RFQ important issues include: a budget, general qualifications for candidates; and the artwork location.

The Commission discussed with staff and directed as follows:

- Budget: \$150,000 to include artist design and fabrication, as well as engineering and permit costs.
- APPC composition: Cultural Arts Commission Memorial of Fallen ad hoc committee (Colmey, Patterson and Tokashiki), Gary McAulay representing resident and veteran's interests and one more community member, to be determined. SRS Brinkman will contact the community member who spearheaded the 9-11 memorial for a suggestion.
- RFQ qualifications: to be open, but an artist who is a veteran would be able to provide that background in the artist bio section of the application.
- Memorial location: candidates to be allowed to suggest a location (which of the two being considered) with the caveat that the RFQ to include all information needed to provide context for an acceptable (ADA compliant) location.
- f. 2025-2026 Work Plan SRS Brinkman noted that he and Chair Tokashiki discussed the upcoming work plan. Accordingly, projects proposed include: the ongoing artwork maintenance plan (based on the RLA survey) with recommendations to City Council; and, new to the plan, a major review and editing of the Public Art Master Plan, including establishing a deaccessioning policy; and the Sand Dune Park artistic fence. Carried over projects will include Bruce's Beach, the Memorial for the Fallen, Poet Laureate and the art brochure. The Sculpture Garden, other than the memorial for the fallen, may likely be paused.

Chair Tokashiki reviewed the ad hoc committees; those for the Poet Laureate and Memorial for Fallen will continue with new ones to be formed for the Public Art Master Plan and Sand Dune Park artistic fence after the new work plan is approved by council. A maximum of three commissioners can serve on a single committee. Commissioner Torrey expressed interest in sculpture and is happy to serve where needed. It was suggested that a conversation be had with Commissioner Colmey regarding the possibility of Commissioner Torrey serving on the Memorial committee.

H. STAFF ITEMS

Cultural Arts Division updates: SRS Brinkman reported:

- January 30: APPC meeting held on Bruce's Beach project. Direction given on draft RFQ which will be published end of February; open for 2 months. APPC to meet April 23 to review applicants.
- Egrets in Flight sculpture in Polliwog Park has been moved a short distance to school district property to avoid further damage from pool maintenance delivery trucks; artwork to be repaired.
- Summer programming progressing; new clay work camps being offered at Arts Center.
- Live Oak Park kiln: staff has been trained successfully; official unveiling March 3, 2;30 pm.
- Juneteenth 2025: Cultural arts staff has begun planning; community meeting being scheduled.
- "Ripple Effect' exhibit at MBAC closes March 30; next exhibit opening April 18

PATF budget update - SRS Brinkman reported (approximately)

Total trust fund: \$1,700,000 M

Allocated: \$960,000Un-allocated: \$777,000

• \$254,000 expiring December 2026

City Council updates: SRS Brinkman reported:

- Polliwog Dog Run expansion approved
- Sand Dune Park redesign: construction documents approved February 18; staff will develop an RFQ for the decorative fence element; project finalists will come before the APPC and Commission for a recommendation to city council.
- Surf Ascension sculpture, Highland North end: 1-year lease is ending; City to solicit additional public input and explore future costs, make a recommendation on whether to keep sculpture on temporary basis or permanently in City collection. It was briefly discussed that under the agreement, the sculpture is to display light shows on a regular basis.

I. COMMISSION ITEMS - None

J. ADJOURNMENT

At 5:49 p.m. it was moved by the chair, and seeing no objection, it was so ordered to adjourn the meeting to 4:00 pm, March 17, 2025

Finance Subcommittee Meeting Action Minutes

Meeting Date: March 6, 2025, 10:00 a.m.
Location: City Manager Conference Room

Recording Secretary: Helga Foushanes

In Attendance: Tim Lilligren, Treasurer

Amy Thomas Howorth, Mayor David Lesser, Mayor Pro Tem

Talyn Mirzakhanian, City Manager Onyx Jones, Interim Finance Director Julie Bondarchuk, Financial Controller

Libby Bretthauer, Financial Services Manager Emy-Rose Hanna, Revenue Services Supervisor Marcelo Serrano, Budget and Financial Analyst

Called to Order: 10:05 a.m. by Treasurer Tim Lilligren

Agenda Item #1 - Public Comments

None.

Agenda Item #1- Approval of Minutes from February 13, 2025, Finance Subcommittee Meeting

The Finance Subcommittee approved the minutes of the February 13, 2025, meeting.

Agenda Item #2 Long Term Financial Planning and Financial Policy Updates

Staff gave a presentation of the City's Long Term Financial Planning and Financial Policy Updates. The Finance Subcommittee directed staff to prepare the following:

- Provide a comprehensive background and narrative for full City Council regarding the Pension Unfunded Accrued Liability, explaining "savings" achieved through the issuance of POBs and the flexibility to allocate the savings based on changing budgetary needs.
- Provide annual updates on pension liabilities and costs.
- Include an update on Property Tax revenues when taking the Proposed Budget to the full City Council on May 6, 2025.

The Finance Subcommittee approved the following:

- Changes per Staff recommendations in Section 2, 3, 4, 5, 6 and 9 of the Financial Policies, as well as the changes in the Unfunded Pension Liability Policy. Key changes included:
 - That the internal deadline for the presentation of the ACFR is pushed back to February 28 instead of February 1.

- Transferring \$5 million annually to the CIP Fund from the General Fund; and revising the list of dedicated funding sources so that all parking citation funds remain in the General Fund and all parking meter funds remain in the Parking Fund.
- The FSC committee approved that financial reports and portfolios be presented on a quarterly basis going forward, but to recommend it to the full City Council at the time of the budget.

These changes will be presented to the City Council with the Proposed Budget and Financial Policies on May 6, 2025.

<u>Adjournment</u>

The meeting adjourned at 10:55 p.m. to next meeting March 31, 2025, 1:30 p.m., City Manager Conference room.

CITY OF MANHATTAN BEACH MINUTES OF THE LIBRARY COMMISSION

March 10, 2025 4:00 p.m. City Council Chambers and Zoom

The March 10, 2025 meeting has been cancelled due to a lack of a quorum.

March 10, 2025

CITY OF MANHATTAN BEACH MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") is dated July 1, 2025 ("Effective Date") by and between the City Of Manhattan Beach, a California municipal corporation ("City"), and West Coast Arborists, Inc., a California corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties" and individually as a "Party". Contractor's DIR registration number is 1000000956.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Scope of Services</u>. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Tree Management Services ("Project"), as described in this Agreement and the Scope of Work attached hereto as <u>Exhibit A</u> and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.
- 2. <u>Extra Work</u>. Extra work, when ordered in writing by the Director of Public Works ("Director") and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.
- 3. Term. This Agreement shall become effective on the date first set forth above and shall remain in effect until June 30, 2028, unless sooner terminated pursuant to Section 12 of this Agreement. The City Manager or their designee may extend the time of performance in writing for two additional one-year terms, or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated, or awarded to a new contractor, whichever is less. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions as this Agreement for a maximum period not to exceed six months or until renewed or awarded to a new contractor, whichever is less.

4. Time of Performance.

- A. Contractor will not perform any work under this Agreement until:
- 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and

- 2) City gives Contractor a written notice to proceed.
- B. Should Contractor begin work in advance of receiving written authorization to proceed, any such services are at Contractor's own risk.
- 5. <u>Time</u>. Time is of the essence in this Agreement.
- 6. <u>Force Majeure</u>. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation.

- A. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Five Hundred Seventy Thousand, Four Hundred Eight-Five Dollars (\$570,485) annually, in accordance with the prices as submitted in Exhibit B. The annual contingency amount for unforeseen and emergency services shall be \$50,000. In no event shall the total compensation paid to Contractor exceed Three Million One Hundred-Two Thousand, Four Hundred Twenty-Five Dollars (\$3,102,425) for the initial three-year term, and two optional one-year extensions, including contingency.
- B. The amount set forth in paragraph A of this Section includes reimbursement for all expenditures incurred in the performance of this Agreement.
- 8. <u>Payments</u>. Contractor shall submit to City an invoice via email to <u>invoices@manhattanbeach.gov</u> on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. <u>Taxes</u>. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in <u>Exhibit B</u>.

- 10. <u>Audit</u>. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.
- 11. <u>Unresolved Disputes</u>. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.
- 12. <u>Termination</u>. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

13. Indemnification, Hold Harmless, and Duty to Defend.

Α. <u>Indemnity for Professional Services</u>. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

B. Other Indemnities.

1) Other than in the performance of professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of

accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

- 2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.
- 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.
- C. <u>Workers' Compensation Acts not Limiting</u>. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

- D. <u>Insurance Requirements not Limiting</u>. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.
- E. <u>No Design Services</u>. Contractor acknowledges that the Services to be provided pursuant to this Agreement do not require the services of a "design professional," as the term is defined in California Civil Code Section 2782.8(c), and that therefore the provisions of California Civil Code Section 2782.8 do not apply to this Agreement.
- F. <u>Survival of Terms</u>. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

- A. <u>Minimum Scope and Limits of Insurance</u>. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
- 1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
- 2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.
- 3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.
- B. <u>Acceptability of Insurers</u>. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

- C. <u>Additional Insured</u>. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.
- D. <u>Primary and Non-Contributing</u>. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- E. <u>Contractor's Waiver of Subrogation</u>. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.
- F. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- G. <u>Cancellations or Modifications to Coverage</u>. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- H. <u>City Remedy for Noncompliance</u>. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.
- I. <u>Evidence of Insurance</u>. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies

providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

- J. <u>Indemnity Requirements not Limiting</u>. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.
- K. <u>Broader Coverage/Higher Limits</u>. If Contractor maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- L. <u>Subcontractor Insurance Requirements</u>. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.
- 15. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. <u>Familiarity with Work</u>.

- A. By executing this Agreement, Contractor represents that it has
- 1) Thoroughly investigated and considered the scope of services to be performed;
 - 2) Carefully considered how the services should be performed; and
- 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.
- 17. <u>Independent Contractor</u>. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not

obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

- 18. <u>Prevailing Wages</u>. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in <u>Exhibit C</u>, attached hereto and incorporated herein by this reference.
- 19. <u>Workers' Compensation Insurance</u>. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- 20. <u>Nondiscriminatory Employment</u>. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.
- 21. <u>Debarred, Suspended or Ineligible Contractors</u>. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.
- 22. <u>Compliance with Laws</u>. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

23. Payment Bond: □ REQUIRED – or – ■ NOT REQUIRED

Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as <u>Exhibit D</u> and incorporated herein by this reference.

- 24. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.
- 25. <u>Warranty</u>. The work shall be warranted by Contractor against defective materials and workmanship for a period of one year. The warranty period shall start on the date the work is completed as determined by the Director.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Director in writing.

All warranties, express or implied, from subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to City, and such warranties shall be delivered to the Director prior to acceptance of Contractor's performance of the Agreement.

Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Director, after notice to do so from the Director, and within the time specified in the notice. If Contractor fails to make such replacement or repairs within the time specified in the notice, City may perform the replacement or repairs at Contractor's expense. If Contractor fails to reimburse City for the actual costs, Contractor's Surety shall be liable for the cost thereof.

- 26. <u>Conflicts of Interest</u>. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the services under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.
- 27. <u>Third Party Claims</u>. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

- 28. <u>Non-Assignability; Subcontracting</u>. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.
- 29. <u>Applicable Law</u>. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
- 30. <u>Attorneys' Fees.</u> If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.
- 31. <u>Titles</u>. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
- 32. <u>Authority</u>. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.
- 33. <u>Incorporation by Reference</u>. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.
- 34. <u>Entire Agreement</u>. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
- 35. <u>Construction</u>. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

- 36. <u>Non-waiver of Terms, Rights and Remedies</u>. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.
- 37. <u>Notice</u>. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

City of Manhattan Beach Erick Lee, Public Works Director 3621 Bell Avenue Manhattan Beach, California 90266

To Contractor:

West Coast Arborists, Inc.
Patrick Mahoney, Chief Executive Officer
2200 E. Via Burton Street
Anaheim, California 92806

- 38. <u>Counterparts</u>. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.
- 39. <u>Severability</u>. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

City:	Contractor:
City of Manhattan Beach, a California municipal corporation	West Coast Arborists, Inc., a California corporation
By: Name: Talyn Mirzakhanian Title: City Manager Date: ATTEST:	By: Docusigned by: Signed by: Signed by: Signed by: Signed by: Signed by: Signed by: Name: Patrick Mahoney Title: Chief Executive Officer Date: Signed by: Signed by: Name: Chief Executive Officer Date: Signed by: Signed by:
By: Name: Liza Tamura Title: City Clerk Date:	PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED
APPROVED AS TO FORM:	APPROVED AS TO FISCAL CONTENT:
By: Name: Quinn M. Barrow Title: City Attorney Date:	By: Name: Libby Bretthauer Title: Acting Finance Director Date:
APPROVED AS TO CONTENT:	
By: Name: Erick Lee Title: Public Works Director Date:	_

EXHIBIT A

Scope of Work

Contractor shall provide care and maintenance for 5,400 trees spanning over the City's four (4) square miles. City has approximately 9,700 Global Positioning System (GPS) inventoried trees. Per Municipal Code 7.32.050, the remaining trees will be the responsibility of the adjacent property owner to maintain.

1. CONTRACT ATTACHMENTS:

Attachment I – City Medians:

- Rosecrans Avenue; Aviation Boulevard to Highland Avenue
- Marine Avenue; Aviation Boulevard to Sepulveda Boulevard
- Manhattan Beach Boulevard; Aviation Boulevard to Elm Avenue
- Artesia Boulevard; Aviation Boulevard to Sepulveda Boulevard
- Sepulveda Boulevard; Rosecrans Avenue to Artesia Boulevard
- S Aviation Boulevard; Ruhland Avenue to Nelson Avenue

Attachment II – City Parks:

- Polliwog Park at 1601 Manhattan Beach Boulevard
- Manhattan Heights Park at 1600 Manhattan Beach Boulevard
- Creative Arts Center at 1560 Manhattan Beach Boulevard
- Sand Dune Park at 550 33rd Street
- Marine Avenue Park at 1625 Marine Avenue
- Marine Sports Park at 1801 Marine Avenue
- Live Oak Park at 1901 N Valley Drive
- Larsson Street Parquette at 211 Larsson Street
- 8th Street Parguette at 1746 Eighth Street
- Nelson Parquette at Sout Aviation Boulevard & Nelson Avenue
- Bruce's Beach at Highland Avenue & 27th Street
- Block 35 (Water Tower Park) at 1401 6th Street
- Veterans Parkway at Valley Drive between Sepulveda Boulevard and Boundary Place
- Manhattan Village Field at 1300 Parkview Avenue

<u>Attachment III – City Facilities</u>

- City Hall at 1400 Highland Avenue
- Annex (Chamber/Post Office) at 425 15th Street
- Metlox at 1221 N Valley Drive
- The Strand (El Porto Lot) between 45th Street and Rosecrans Avenue
- 3714 Highland Avenue (Lot 4) at Rosecrans Avenue and Highland Avenue
- Manhattan Beach Boulevard Parking Lot (Lower Pier Lot)
- City Yard at 3621 Bell Avenue

Attachment IV – Downtown BID

Attachment V – North BID

Attachment VI – Greenwaste Recycling Reporting

Attachment VII – Tree Planting Detail

2. **SPECIFICATIONS**:

The Contractor shall be required to perform and complete the following tree and/or landscape maintenance work thoroughly and professionally and to provide labor, tools, equipment, materials, and supplies necessary to complete all the work in a timely manner that will meet the City's requirements:

- Tree pruning
- Tree removal
- Stump grinding
- Tree planting
- Emergency response
- Clearance pruning
- Tree watering
- Small tree care
- Palm trunk skinning
- Root pruning
- Arborist services/inspection
- Arborist Fumigation Services
- Arborist Fertilization Services
- Additional work
- GPS Tree inventory

A. ANNUAL AND BIANNUAL PRUNING PROGRAM:

At the direction of the Urban Forester, the annual pruning and maintenance of 5,400 trees within the City's four (4) square miles will take place in the City medians, parks, open spaces, and facilities. The actual number of trees annually pruned and maintained under this contract will be determined by the City's annual budgetary obligations on a year-by-year basis. The Downtown and North BID, Pier and EI Porto lot palms shall be pruned biannually. All tree pruning must include structural pruning, crown raising, crown cleaning, and, if directed, crown reduction per the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 (Part 1)-2017 Pruning Standards, latest edition. The Contractor will furnish all supervision, labor, equipment, and materials necessary to accomplish the work per the Contract. Special works that are difficult to access will require the need for specialty equipment (i.e., a ninety-five (95) foot tower). Service request pruning will fall under Crew Rental.

B. INSPECTION OF HAZARDOUS CONDITIONS:

Tree problems that are visible during the maintenance activities but not considered hazardous will be reported to the Urban Forester for direction and/or further evaluation. These hazards can be discovered through both routine pruning work and other forms of inspection. The Urban Forester will direct Contractors or City staff to correct hazards promptly. All work history should be recorded within the City's tree inventory management program.

C. <u>CITYWIDE TREE RISK SURVEY:</u>

The Contractor is required to provide an annual Level 1 Tree Risk Survey of the City's approximately 9,842 GPS-inventoried trees, and these services must be provided annually throughout the term of the Contract. The trees assessed will be documented from a drive-by perspective. The survey shall include a report of all trees discovered having obvious significant defects or other conditions of concern shall be documented for follow-up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the Urban Forester's direction.

D. CALIFORNIA DEPARTMENT OF FISH AND GAME CODE #3503:

California Department of Fish and Game Code #3503 states, "It is unlawful to take, possess or needlessly destroy the nest or eggs of any bird." Therefore, the Contractor is responsible for bypassing and leaving undisturbed any or all trees scheduled for pruning or removal if active nesting birds or eggs are found to occupy the tree(s). Tree care operations will generally start on September 1st and end by March 31st.

E. TREE INVENTORY:

The Contractor must provide a complete Citywide GPS Tree Inventory, and a Level 1 Citywide Tree Risk Survey, and these services must be completed annually. The Contractor will provide the Urban Forester access to a record-keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, exact trunk diameter for each tree (for PHC services), work history, and tree and planting site location and information. Additionally, the program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, Contractor equipment GPS location monitoring. The tree inventory software program must be an Internet-driven tracking program. The program must have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of the City tree species. The Contractor must provide software support to the City for the entire term of the Contract. There must be no additional costs to the City for these services.

The Contractor must provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include address, street, facility, species, diameter, condition, height, recommended maintenance, overhead utilities, and parkway size and type.

I. GPS Tree Inventory:

Within thirty (30) days of notice to proceed on or before April 1, 2025, the Contractor must provide a complete Citywide GPS Tree Inventory of the City's approximately 9,842 trees, and these services must be completed annually throughout the term of the Contract. The contractor shall include sidewalk deflection information during the annual tree inventory. The sidewalk inventory information shall include ½ inch deflects fifteen (15') feet from the center of the tree or thirty (30') overall on public property only. The Contractor must complete a Citywide Global Positioning System (GPS) tree inventory and a Level 1 Tree Risk Survey collected by an ISA Certified Arborist, including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities, and open spaces such as medians, greenscapes, etc. The address information contained in the inventory should be linked directly to a Geographical Information System (GIS) program, specifically ESRI ArcGIS. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. The Urban Forester will receive a complete listing of all sites inventoried, both in hard copy and in the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

A GPS tree inventory must be created with a new database using the City's standardized addressing system for all parks and open space areas. The Contractor is required to create an ESRI ArcGIS compatible "shapefile". The new inventory must be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The Contractor's tree inventory must be conducted by visiting each tree site or vacant planting site and plotting the position. The data must be compatible with the latest version of ArcGIS. Minimum accuracy must be not more than one (1) submeter.

II. GPS Inventory:

The Urban Forester will provide the most recent GPS inventory data in its possession to the Contractor upon award of the Contract. The Contractor will manage the entire inventory work. The work must include field data collection, data entry, access to the computer software, training of City employees on the use of the system, future technical maintenance and support, and as an option, conversion of the existing database. Attributes to be collected by field personnel shall include, but are not limited to:

- a. Tree Number
- b. District/Zones/Parks/R-Areas/Residential
- c. Street
- d. Location by Address
- e. Location by GIS
- f. Species by botanical name & common name
- g. The exact trunk diameter for each tree

- h. Tree height
- i. Tree condition
- i. Tree dollar value
- k. Recommended Maintenance
- I. Existing overhead Utilities
- m. Tree Grate information: tree grate Y/N, tree grate size, cast iron/concrete, condition
- n. Parkway Size
- o. Parkway Type
- p. Sidewalk deflection inventory: $\frac{1}{2}$ inch deflects fifteen (15') feet from the center of the tree or thirty (30') overall on public property only. The sidewalk inventory shall include digital photo of the deflection and a measurement reference.
- q. Planting opportunities / empty tree wells/parkways

III. Mobile Application:

The tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application must include the following minimum requirements:

- a. Mobile application must be compatible with Android systems.
- b. Mobile application must be usable for precision mobility view as user moves through canopied areas.
- c. Mobile application must include multiple layering features, including aerial imagery and street names.
- d. Mobile application must display tree icons based on precise GPS coordinates.
- e. Mobile application must be able to illustrate live work history records.
- f. Mobile application must allow a function that permits live data updates.
- g. Mobile application must be updated as new work records are modified.

IV. Technical Support and Maintenance:

The Contractor must provide routine maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the Urban Forester. The Contractor must provide complete support rapidly, with experienced staff available to the City from 7:30 A.M. to 5:00 P.M. Monday through Friday. The Contractor must be readily available by telephone or e-mail.

3. SPECIAL PROVISIONS:

Work may consist of tree pruning, traffic clearance pruning, and palm pruning as specified.

A. DEFINITIONS:

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, the direction, requirement, permission, approval, or acceptance by the City is intended unless otherwise stated. As used herein, "provide" must be understood to mean "provide complete" in total. The word "site" means the location receiving the service. The use of the word "Contractor" means the Contractor and/or any person employed by them and working under this Contract.

B. WORK QUALITY:

All tree pruning must comply with the appropriate arboriculture practices for the particular species of trees being trimmed, and the tree pruning must be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor must also meet the requirements of the current American National Standards, Z133, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute., Inc., 1430 Broadway, New York, New York 10018, latest edition.

C. 2 CYCLE EQUIPMENT AND CO2 EMISSIONS:

To minimize CO2 emissions, it is desirable that the contractor utilize electric chainsaws with a bar length of sixteen (16) inches or less in length.

D. OPERATIONAL AWARENESS AND STANDARDS:

Before beginning the work, the Contractor must review with the Urban Forester various methods, tools, and schedules to be used on the work. Unless otherwise indicated, tree pruning must include but not be limited to accepted pruning activities.

Daily tree pruning operations must commence no earlier than 7:30 A.M. and must be completed each day no later than 5:00 P.M. No pruning operations will be allowed on weekends or observed City Holidays (excluding emergencies) unless approved by the Urban Forester. The working hours for the Downtown and North Business Improvement Districts are 7:30 A.M. to 12:00 P.M. and must be strictly enforced. Palms in the Downtown and North Business Improvement Districts, Pier, and El Porto Lots must be serviced biannually, generally in March and September.

Observed City Holidays:

- New Year's Day; January 1st
- Martin Luther King Jr's Birthday; Third Monday in January
- Presidents Day; Third Monday in February
- Memorial Day; Last Monday in May
- Independence Day; July 4th
- Labor Day; First Monday in September
- Columbus Day; Second Monday in October

- Veterans Day; November 11th
- Thanksgiving Day; Fourth Thursday and the Friday after in November
- Christmas Eve Day, December 24th (Closed half day at 12:00 PM)
- Christmas Day; December 25th

The following median locations are subject to the working hours between 9:00 A.M. to 3:00 P.M.

- Sepulveda Boulevard; Rosecrans Avenue to Artesia Boulevard
- Manhattan Beach Boulevard; Aviation Boulevard to Sepulveda Boulevard
- Marine Avenue; Aviation Boulevard to Sepulveda Boulevard
- Rosecrans Avenue; Aviation Boulevard to Highland Avenue
- Artesia Boulevard; Aviation Boulevard to Sepulveda Boulevard
- South Aviation Boulevard; Ruhland Avenue to Nelson Avenue

All debris resulting from tree pruning operations must be removed from the work site daily.

4. Tree Pruning:

At the direction of the Urban Forester, tree pruning routes must be established annually. All tree pruning must include structural pruning, crown raising, crown cleaning, and crown reduction per the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Part 1 Standards, latest edition. No less than ten (10) percent and no more than twenty-five (25) percent of the foliage is to be removed in a growing season. Trees must also be trimmed to remove any obstruction around traffic control devices, traffic signals, streetlights, and buildings. Additional trimming must be performed to mitigate any effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed must be consistent with industry practice for the size and specificity of a tree being trimmed. All dead, broken, damaged, diseased, or insect-infested limbs must be removed from the trunk or main branch. All cuts must be made sufficiently close, half (½) inch to the parent stem so that wound closure can readily start under normal conditions. All limbs two (2) inches or greater must be undercut to prevent splitting. The remaining limbs and branches must not be split or broken at the cut. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline of the tree.

- Contractor must comply with Standards of CAL OSHA and American National Standard Institute, Z133-2012 Safety Requirements, latest edition.
- b. Contractor is responsible for providing and posting "No Parking" signs twenty-four (24) hours before the work is scheduled to begin.
- c. Contractor must always attempt to maintain good public relations. The work must be conducted in a manner that will cause the least possible

interference and annoyance to the public. Work must be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations.

- d. The Contractor is responsible for ensuring that private property and vehicles at work locations are not endangered or damaged during work.
- e. Contractor must exercise the necessary precautions when working adjacent to aerial and subterranean utilities. The Contractor must utilize Line Clearance Qualified Tree trimmers if working within ten (10) feet of high-voltage power lines. If aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease, and the appropriate utility company is notified. Work must then commence per instructions from the utility company. If work causes excavation, the City is responsible for properly marking the location, and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- f. No hooks, gaffs, spurs, or climbers will be used while climbing trees other than for removals and inaccessible palms when needed.
- g. Final pruning cuts must be made without leaving stubs. Cuts must be made in a manner that promotes callous growth.
- h. Topping is prohibited.
- i. Cut laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume dominance or one-third (1/3) the size of the parent limb removed.
- j. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- k. Small limbs, including suckers and waterspouts, must be cut close to the trunk or branch from which they arise.
- I. Heading, rounding over, or stubbing is not an accepted practice for reducing the size of the framework of any tree.

5. Vehicular and Pedestrian Clearance:

As directed by the Urban Forester, tree pruning for traffic clearances must provide clearances of eighteen (18) feet above finish grade for moving vehicles within the traveled roadway and ten (10) feet for pedestrians on sidewalks by standards set forth by the

International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300, Part 1. Vehicular and pedestrian clearance must be determined by the Urban Forester and conform to the following:

- a. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume dominance or one-third (1/3) the size of the parent limb removed.
- b. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

6. Pruning Palms:

Palm tree pruning must consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms listed in the Contract Documents Special Provisions in a manner selected by the Contractor and approved by the Urban Forester and per the following:

- a. The use of climbing spurs or spike shoes to climb palm trees is prohibited unless specifically approved by the Urban Forester. The Contractor must be required to use an aerial tower of sufficient height to reach the crown for palm pruning.
- b. Palm pruning must consist of the removal of dead fronds, fruit, and flowers and must be removed without excessive damage to remaining live tissue. Annual palm pruning must include the skinning and removal of sheath/petiole of thirty-six (36) inches of the previous year's remaining sheath/petiole. The skinning must not encroach within thirty-six (36) inches from the base of the green fronds.

7. Additional Tree Pruning – By Service Request:

Trees that need service, in addition to the standard Annual Tree Pruning Program, will be directed by service requests from the Urban Forester. The Contractor will have two (2) weeks from receiving notification to complete additional tree-pruning service requests.

The City intends to allow residents to request and pay for additional work (to City-owned trees only and only during City tree trimming operations) through the City on an individual request basis. Any additional work will be authorized and directed by the Urban Forester using prices as listed in this Contract for supplemental work.

8. Tree Removals:

After the Urban Forester determines trees that require removal, they will prepare a list of trees to be removed, mark trees, notify homeowners, and submit lists to the Contractor. The Contractor is responsible for calling in the USA and preparing an internal work order. The Contractor is responsible for removing trees and hauling all debris and grinding stumps to a depth of twenty-four (24) inches and a three (3) feet radius from the stump. All holes must be backfilled, and all debris cleaned up and hauled away. Special works that are difficult to access with equipment or require the need for a loader, bobcat, crane or an aerial tower over seventy-five (75) feet would fall under Crew and Specialty Equipment Rental rates. The Urban Forester must make the final determination to remove or provide public notice for removal later. Removals must be conducted in a good, workmanlike manner per the standards of the arboricultural professionals.

All wood from removed trees is the property of the City and must be disposed of at the direction of the Urban Forester. No wood must be left along public right-of-way unless approved by the Urban Forester. All of the tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides, and rear solid, and the top must be trapped or otherwise tightly enclosed. The transporting of the tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark, and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by the USA and the Contractor. The Contractor must be required to call in the USA at least two (2) days before stumps are to be ground out. All tree stumps must be removed to at least twenty-four (24) inches below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor must grind the stump within a minimum three (3) feet radius of the stump or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal, except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2) inches above normal ground level. All excess routing chip debris must be removed and loaded into the transport vehicle for disposal. Any damaged paved surfaces must be restored to their original condition.

9. Tree Planting:

Trees must be installed per the Department of Public Works ST-14 Tree Planting Detail. Tree planting includes the tree, stakes, ties, and complete installation and watering at the time of installation as directed by the Urban Forester. Within forty-eight (48) hours of installation, tree(s) must be GPS inventoried per specifications in Section E, Tree Inventory. Planting lists should be compiled by the Inspector and submitted monthly or as needed. The Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor must provide all equipment, labor, and materials necessary for the planting of trees throughout the City per the specifications herein.
- b. Contractor is responsible for marking locations and the notification of the USA before planting.
- c. Planting pit must be dug twice the width and the same depth as the root ball. Before placing the tree in the planting pit, the Contractor must examine the root ball for injured roots and the canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy, making sure that the branch collar is not damaged.
- d. Trees must be placed in the planting pit with their original growing level (the truck flare) at the same height as the surrounding finish grade. In grass-covered parkways, the top of the root ball must be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball must be three (3) inches below the level of the finished surface of the concrete.
- e. Backfill material should be native soil. All air pockets must be eliminated while backfilling the planting pit by watering the soil as the soil is put into the hole.
- f. Trees planted in parkways must have a four (4) to six (6) inch high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree must be watered thoroughly by filling the water retention basin twice.
- g. Trunk protectors such as Arbor-Guards or an approved equal must be placed at the base of the trunk of all new trees immediately after planting.
- h. In some cases, root barriers may be required. The Urban Forester will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. Root barriers will be considered an additional service request.
- Contractor shall ensure that all trash and soil or dirt spilled on any paved surface are cleaned up at the end of each working day.
- j. All trees must be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1-2014

Standards, latest edition. Trees must be free from pests, disease, and structural defects.

10. Crew and Specialty Equipment Rental Rate:

As directed by the Urban Forester, the Contractor's crew and specialty equipment can be instructed to complete any type of miscellaneous tasks that may consist of extraordinary work such as: trimming specific trees or palms requiring immediate attention before their scheduled trim and trees requiring service before their regular annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance, or broken limbs. These services will be performed at the Crew and Specialty Equipment Rental Rate. The Crew and Specialty Equipment Rental Rate may also apply to difficult-to-access areas, including but not limited to Sand Dune Park and Veterans Parkway.

11. Emergency Response:

The Contractor will be required to provide an emergency on-call response for damaged trees caused by storms or other reasons. Emergency calls may occur at any given time. Emergency response work must begin within two (2) hours of the Urban Forester's initial telephone call.

The Contractor must provide a twenty-four (24) hour emergency telephone number or the names and cellular telephone numbers of at least three (3) contact individuals. Should the contact persons or their telephone numbers change during the contract, the changes must be submitted to the Urban Forester immediately.

The Contractor is required to provide all necessary traffic control during emergency work. Should the work involve any high-voltage power lines or any utility lines the Contractor must notify the responsible utility company.

Work performed under the emergency provision of this Contract must be paid for on a crew-hour basis. This includes all labor, tools, equipment, disposal fees, and necessary materials.

12. Tree Watering:

Watering is performed by a one-man crew with a water truck, who will water young trees at the Urban Forester's direction. It is considered an additional service request.

13. Small Tree Care:

The City requires an active approach to the care of its young and newly planted trees. The Contractor is required to perform basic maintenance that will include, but not be limited to, tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

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14. Arborist Services:

The Urban Forester may require tree evaluations, including written reports. The Contractor must provide an hourly rate for an Arborist who can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations, and site inspections. Reporting can be generated on as little as one (1) tree to an entire urban forest population and is handled on a case-by-case basis.

15. Plant Health Care:

At the direction of the Urban Forester, the Contractor is required to provide plant health care services, including but not limited to injecting and soil drenching as necessary to reduce a potentially harmful pest. This is required to maintain or improve the selected tree's appearance, vitality, and safety using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor per the Department of Pesticide Regulations.

a. PESTICIDE USAGE AND REPORTING:

- i. Contractor must submit Pesticide Usage Report(s) to the Urban Forester at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours, and equipment. Report(s) will provide all pesticide information needed and, in a format, sufficient for all annual reporting, including Integrated Pest Management (IPM) and National Pollutant Discharge Elimination System (NPDES).
- ii. City IPM Policy encourages the use of the least toxic pesticide required for effective control of a given pest.

b. PESTS AND DISEASES:

- i. For all trees known or suspected to be diseased/infested, the Contractor must disinfect all tools and cut surfaces after each cut and between trees.
- ii. All trees must be inspected for Polyphagous Shot Hole Borers, Fusarium, Gold Spotted Oak Borers, or other high-priority pests/pathogens as determined by the Los Angeles County Agricultural Commissioner. This is a crucial step in safeguarding the health of our trees. The Contractor must handle all debris in a manner consistent with the newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

- iii. Material and debris from trees with known or suspected disease/infestation must be chipped to one (1) inch or smaller and must not be left on-site or used as much off-site. The debris must be removed and secured in a safe location at the Contractor's expense.
- iv. No additional charges for disinfection or special handling is allowed.

c. PESTICIDE TREATMENT OF TREES:

- i. The Contractor must have an "in-house" Qualified Applicator apply chemicals per the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
- ii. Applications will be made by drench, spray, or injection as conditions warrant. The primary method of application should be trunk or soil injection.
- iii. Pesticides may only be used on this Contract for treatment of "PHSB", Golden Spotted Oak Borer (GSOB), Fusarium dieback, and other pests if approved by the Urban Forester.

d. PESTICIDE TREATMENT AND FERTILIZATION OF KING PALM:

- i. The Contractor must have an "in-house" Qualified Applicator apply chemicals per the recommendations from the "in-house" Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.
- ii. Applications will be made by drench, spray, or injection as conditions warrant. The primary method of application should be trunk or soil injection.
- iii. Insecticides may only be used on this Contract for treatment of Banana Moth in King and Queen Palm, and other pests if approved by the Urban Forester.

16. TRAFFIC CONTROL:

The Contractor must conform to all City Traffic Safety, and CA-MUTCD requirements and operating rules at all times while this Contract is in effect. The Contractor must employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians per the American Traffic Safety Services Association (ATSSA).

The Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic, including high-visibility Arrow Board(s) as necessary. The contract must ensure all traffic control signs and equipment are in good working condition and are approved by the California Department of Transportation.

Illuminated arrow boards, sign stands, delineators, and/or cones must be used to identify the work site for vehicular and pedestrian safety.

17. PUBLIC NOTICING OF TREE PRUNING OPERATIONS:

If traffic is unobstructed, a "No Parking" posting must occur within one hundred (100) feet of tree pruning operations, and if traffic is obstructed, the entire block must be closed.

18. **CLEAN UP:**

When work is completed, the contractor must clean all job sites, including raking leaves, twigs, etc., from the lawns and parkways and sweeping the streets.

Each day's scheduled work must be completed and cleaned up, and under no circumstances must any brush, leaves, debris, or equipment be left on the street overnight. The Contractor's equipment may be stored overnight, with advance approval, at the City of Manhattan Beach Public Works Department (The City Yard); however, the City will not be responsible for the security of the Contractor's equipment.

Brush and debris must be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

The Urban Forester must be the sole judge as to the adequacy of the cleanup.

19. DISPOSAL OF DEBRIS:

All tree branches produced as a result of the Contractor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The Contractor must provide the City with their Green Waste recycling report detailing the amount of debris recycled and its location. The report will be used to comply with Assembly Bill 939.

a. Green waste Recycling Reporting:

Green waste includes trimmings, including all organic materials such as plant trimmings, branches, and flowers; grass clippings of any variety of grass; leaves and branches, including all fresh or dried leaves and branches.

Weight slips are required as proof of final processing and must be submitted with each demand for payment.

Reducing must include, but not be limited to, chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and proof of such will be provided with each demand for payment.

Reusing will include, but not be limited to, using chipped, ground, or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, the Contractor must provide the Urban Forester documentation (with each demand for payment) from the property owner indicating the location and amount of material to be used at that location.

Recycling will include, but not be limited to, firewood that is too large to be chipped, ground, or shredded for use as mulch. If wood is to be kept for firewood by the Contractor, the Contractor must provide to the City proof of such an operation with each demand for payment. The City must receive all recycling credit for any materials recycled, subject to CA solid waste law.

A calendar year (January – December) tonnage report must be included with the monthly tree maintenance invoice and submitted to the City in Microsoft Excel, including the following:

- Month
- Material type
- Tonnage Recycled
- Tonnage Landfilled (Residual)
- What was done with the material
 - How & where recycled material was taken to
 - Where landfilled material was taken to

b. Wood Chips:

At the direction of the Urban Forester, wood waste generated from tree removals must be chipped into pure wood chips of an even uniform size and dumped at the City Yard.

20. PARKING:

The City will make every attempt to identify a suitable space for parking vehicles and equipment for this Contract. The Contractor will hold the City harmless and release the City from liability as a result of theft or vandalism. Should a City site not be available, then the Contractor may park on the City right-of-way, City parking lot or City Facility near the work area(s), per the Urban Forester's direction.

21. <u>UNIFORMS/IDENTIFICATION:</u>

The Contractor shall provide its workers with a standard uniform displaying company identification. All vehicles and equipment shall also be properly marked with company identification.

22. INSPECTIONS:

The Urban Forester must always have access to the work site and must be furnished with full knowledge of the progress, workmanship, and character of materials and equipment used and employed in the work.

23. ANNUAL COST ADJUSTMENT:

A written request for any cost adjustment may be submitted annually, at least ninety (90) days prior to each anniversary date of the Contract. Such a request must include written justifications for the requested cost increase. The City will evaluate the request for a cost adjustment and will be the sole judge as to whether any cost increase will be approved. Adjustments may not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the most recent twelve (12) month period to a maximum allowable annual increase of three (3)%.

Rosecrans Ave

Marine Ave

Manhattan Beach Blvd

Polygon Artesia Blvd

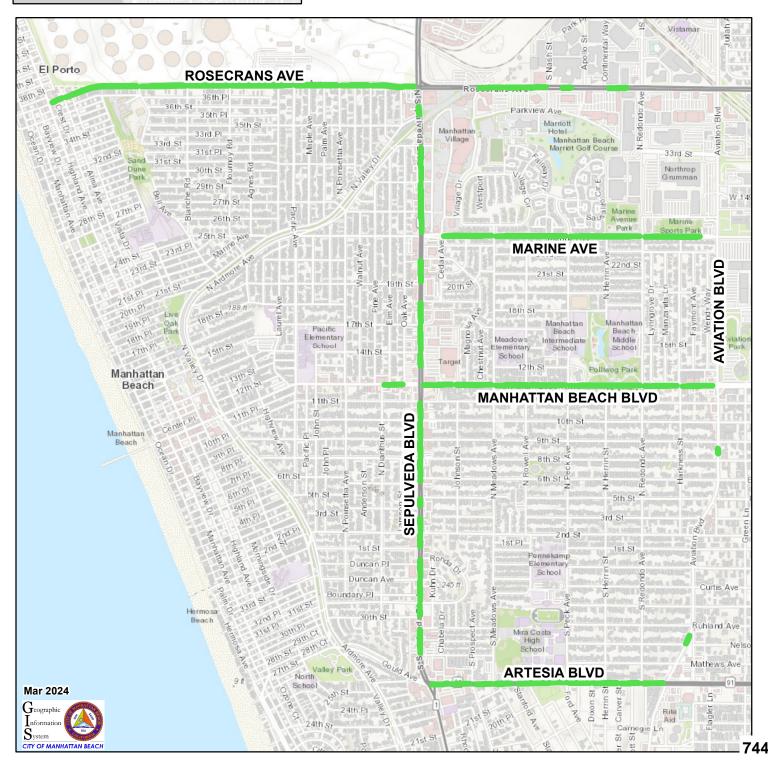
Artesia Blvd

Attachment I

City of Manhattan Beach

City Medians





Rosecrans Ave

Marine Ave

Manhattan Beach Blvd

Day

Manhattan Beach Blvd

Artesia Blvd

Artesia Blvd

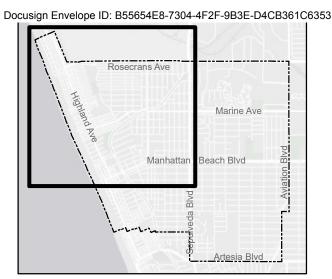
Attachment II

City of Manhattan Beach

City Parks





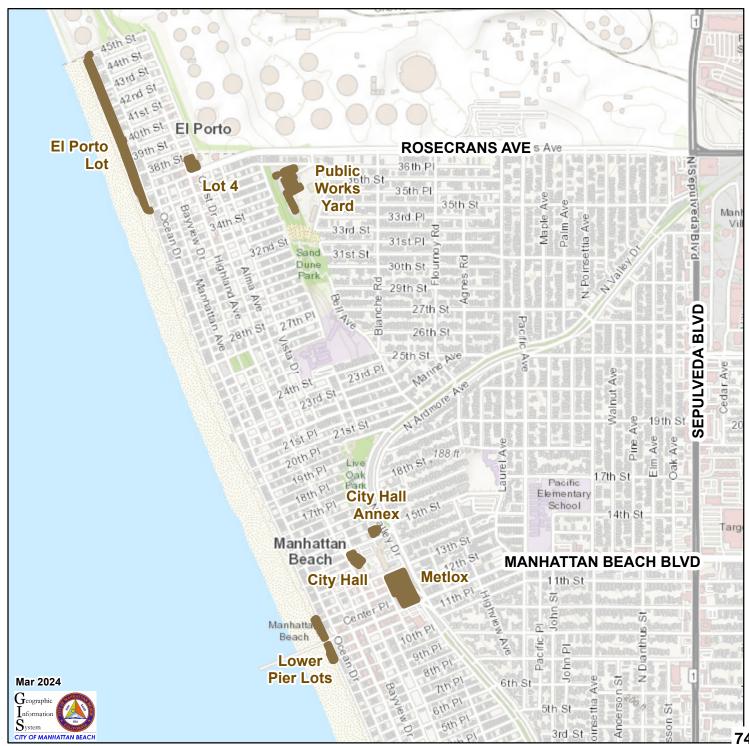


Attachment III

City of Manhattan Beach

City Facilities

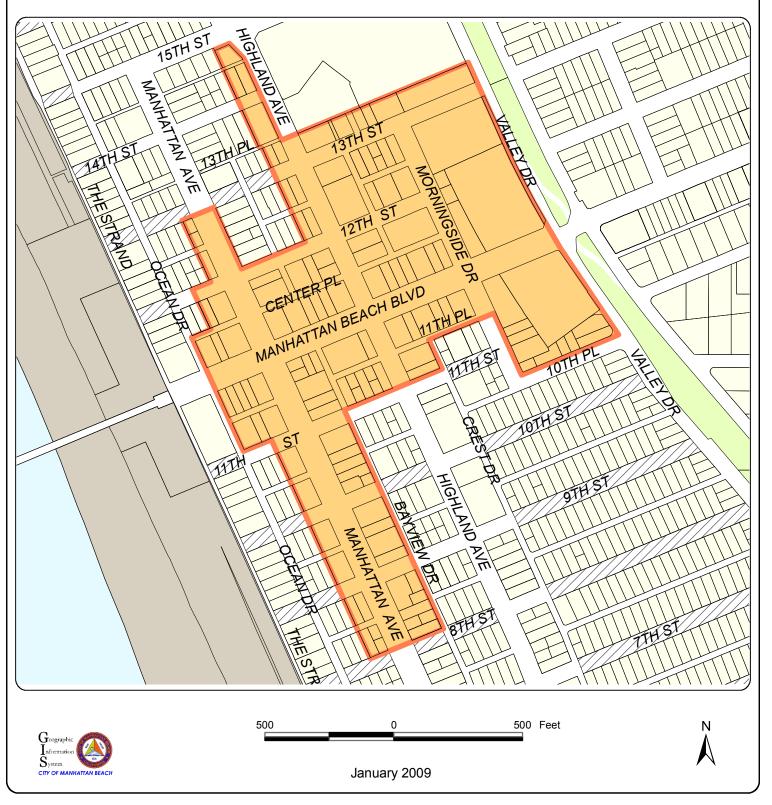




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City of Manhattan Beach

Downtown Business Improvement District



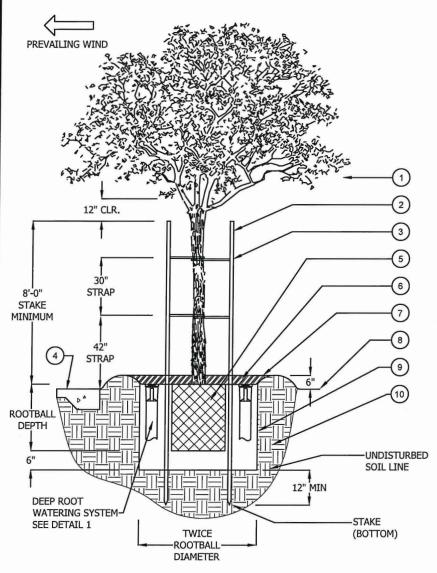
Attachment V

City of Manhattan Beach

North Manhattan Beach Business Improvement District



		ATTACHMENT VI											
		GREENWASTE RECYCLING MONTHLY REPORTING											
	January	February	March	April	May	June	July	August	September	October	November	December	TOTALS
Material Type													0
Tonnage Recycled													0
Tonnage Landfill (Residual)													0
How/where Recycled													0
Where Landfilled													0

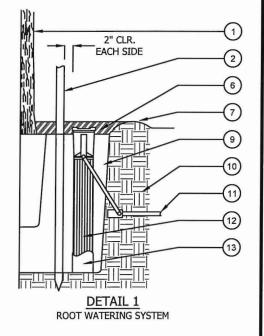


NOTES:

- NO SHRUBS, SUCCULENTS, FRUIT TREES OR CACTUS SHALL BE CONSIDERED FOR PLANTING IN PUBLIC RIGHT OF WAY.
- THE TREE(S) SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 LATEST EDITION.
- 3. NO POLE STAKING ARE REQUIRED ON TREE(S) LARGER THAN 36" BOX SIZE.
- INSTALL (2) TWO TREE STAKES WITH (2) TWO FLEX STRAPS PERPENDICULAR TO THE PREVAILING WIND.
- PALMS WILL BE CONSIDERED ON A CASE BY CASE BASIS.

LEGEND

- TREE(S) SHALL BE 24", 36" OR 48" BOX SIZE, STANDARD TREES, UNLESS SPECIFIED OTHERWISE
- 2" DIA. X 12' LONG LODGE POLE PINE STAKES: (2) PER TREE W/ GREEN PRESERVATIVE STAIN. INSTALL 2" CLEAR OF ROOTBALL
- (3) (2) TWO JAIN MANUFACTURER (OR EQUIVALENT) VINYL FLEX TREE TIE STRAPS, MODEL: FSTT-50 WRAP TIGHTLY AROUND EACH LODGE POLE STAKE (IN OPPOSITE DIRECTIONS) AND SECURE
- CONCRETE SIDEWALK
- 5 TREE ROOTBALL: 3" ABOVE GRADE, TAPER ROOTBALL TO **GRADE**
- (6) 4" LAYER TYPE-I BARK MULCH
- (7) 6" HIGH WATER RETENTION BASIN RING
- 8 SOIL FINISHED GRADE
- BACKFILL WITH NATIVE SOIL
- (10) UNDISTURBED SITE SOIL
- (11) IRRIGATION WATER PIPE (3/4") DIAMETER MIN.
- (12) RAIN BIRD, TORO MFR. OR EQUIVALENT ROOT WATERING SYSTEM (RWS) WITH 18" TUBE BUBBLER HEAD, 0.50 GPM BUBBLER AND CHECK VALVE ON RISER ASSEMBLY. INSTALL 6" AWAY OF ROOT BALL. TWO (2) REQUIRED PER TREE.
- 13) ROOT WATERING SAND SOCK SHALL BE INSTALLED OVER THE RWS ASSEMBLY TO PREVENT SOIL INTRUSION.



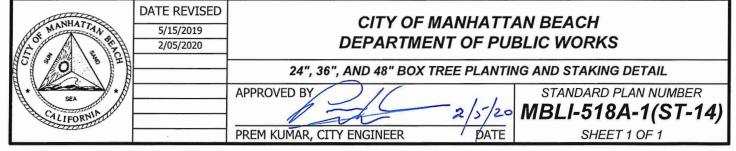


EXHIBIT B

Approved Fee Schedule

Various Species Tree Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)	TOTALS	UNIT PRICE	SUBTOTAL
0-6"	6	396	145	156	14	717	\$ 44.00	\$ 31,548.00
6"-12"	53	644	275	246	30	1248	\$ 79.00	\$ 98,592.00
12"-18"	63	544	88	36	10	741	\$ 133.00	\$ 98,553.00
18"-24"	76	334	42	4	2	458	\$ 226.00	\$ 103,508.00
24"-30"	37	103	5	4		149	\$ 305.00	\$ 45,445.00
30"-36"	24	87	9	1		121	\$ 375.00	\$ 45,375.00

Fan Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)			
1'-15'		8			4	12	\$ 84.00	\$ 1,008.00
15'-30'		6	6		12	24	\$ 84.00	\$ 2,016.00
30'-45'	82	14	172	24	24	316	\$ 84.00	\$ 26,544.00
45+	60	16				76	\$ 84.00	\$ 6,384.00

Queen Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)				
1'-15'		2		80		82	\$ 54.00	\$ 4,428.00	
15'-30'		22		216	20	258	\$ 54.00	\$ 13,932.00	
30'-45'		64		192	32	288	\$ 84.00	\$ 24,192.00	
45+		2				2	\$ 84.00	\$ 168.00	

King Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)				
1'-15'		14		52	84	150	\$ 44.00	\$ 6,600.00	
15'-30'		54	12	116	44	226	\$ 44.00	\$ 9,944.00	
30'-45'		2	6			8	\$ 44.00	\$ 352.00	
45+						0	\$ 44.00	\$ -	

Windmill Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)				
1'-15'	92	8	7			107	\$ 44.00	\$ 4,708.00	
15'-30'		1				1	\$ 44.00	\$ 44.00	
30'-45'						0	\$ 44.00	\$ -	
45+						0	\$ 44.00	\$ -	

Date Palm Pruning:	City Medians: (combine 5 locations)	City Medians: (combine 13 locations)	City Facilities: (combine 7 locations)	Downtow n BID: (1 location)	North BID: (1 location)				
1'-15'		14	4			18	\$ 174.00	\$ 3,132.00	
15'-30'		50	26			76	\$ 174.00	\$ 13,224.00	
30'-45'		18			4	22	\$ 254.00	\$ 5,588.00	
45+						0	\$ 375.00	\$ -	

King Palm Fumigation and Fertilization Services		Downtown BID: (1 location)	North BID: (1 location)			
Treat King Palm for						
Banana Moth. Canopy drench with Transtect WP insecticide.		120	30	150	\$ 124.00	\$ 18,600.00
Baseline insecticide, and Pentra-Bark adjuvant.						
Take soil samples as needed, and treat as many as required with liquid and/or granular.		120	30	150	\$ 44.00	\$ 6,600.00
Fertilizer per PCA recommendation to improve health and aesthetics.						
	,	,	GRAND TOTALS	5400		\$ 570,485.00

Description of Work	Cost	Unit of Measure
Palm Skimming		
Fan Palm (Washingtonia spp.) per linear foot	\$34	Per linear foot
Clean Trunk for Date Palm (Phoenix spp.) per linear foot	\$44	Per linear foot
Tree Removal of Truck (Stumps shall be ground to a depth of twenty-four (24) inches		
Tree & Stump removal per dia. Inch 0 - twenty-four (24) inches dbh	\$58	Per inch

Tree & Stump removal per dia. Inch over twenty-five (25) inches dbh	\$58	Per inch		
Stump grinding per (trunk) stump diameter inch at grade	\$24	Per inch		
Planting & GPS at Time of Install -Tree planting includes tree, stakes, ties, and labor				
Fifteen (15) gallon tree	\$250	Per tree		
Twenty-four (24) inch box tree	\$450	Per tree		
Thirty-six (36) inch box tree	\$1,400	Per tree		
Forty-eight (48) inch box tree	\$2,400	Per tree		
Sixty (60) inch box tree	\$5,000	Per tree		
Seventy-two (72) inch box tree	\$7,500	Per tree		
Tree Water				
Watering young trees, includes water truck and operator	\$105	Per hour		
Root Pruning				
Per foot of roots pruned	\$44	Per linear foot		
Root Barrier Installation				
Per foot of root barrier installed	\$44	Per linear foot		
General Labor Rates for Work Not Already Specified				
Three (3) man crew with equipment	\$315	Per hour, per three (3) man crew		
Daily Crew & Equipment Rate				
Boom truck per eight (8) hours a day to include a chip body, low	\$840	Per day		

Decibel chipper, One (1) Senior Tree Trimmer, One (1) Trimmer, & One (1) Grounds person	\$315	Per hour, per three (3) man crew			
Specialty Equipment Hourly Rate					
Crane	\$254	Per hour			
Ninety-five (95) foot aerial tower	\$174	Per hour			
Loader or Bobcat	\$124	Per hour			
Emergency Services - Emergency response services					
During normal business hours (Monday - Friday, 7:00 AM - 4:00 PM	\$129	Per man hour			
After hours, weekends, and/or holidays	\$159	Per man hour			
General Arborists Services					
Written Arborist Reports	\$174	Per hour			
Airspade Services	\$14	Per hour			
Fumigation Services	\$174	Per hour			
Fertilization Services	\$174	Per hour			
Level 1, 2, and 3 Risk Assessments	\$174	Per hour			
Soil Testing / Soil Enhancements	\$174	Per hour			
GPS Tree Inventory					
Cost per tree site collected, including vacant sites	\$4.00	Per tree			
Trunk Injected Recommended Material					
Trunk injection (Fungicide) per diameter inch - Description : Trunk injected with recommended material	\$8	Per inch			

Trunk injection (Insecticide & Fungicide Combo) per diameter inch	\$8	Per inch
Description : Combination of one-time truck to two		
Avermectin Class insecticide injection per diameter inch - Description : Recommended trunk injection of Emamectin Benzoate active ingredient	\$8	Per inch

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

- 1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Exhibit is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the effective date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Contractor or any subcontractor cease to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
- 4. Pursuant to Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
- 5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

- 7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
- 8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 9. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- 10. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:
 - "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- 11. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required

to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

-3-