



CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL

DESIGN, LANDSCAPE ARCHITECTURE/ARCHITECTURE AND
ENGINEERING SERVICES FOR MAS FUKAI PARK IMPROVEMENTS

JOB NUMBER (JN) 820

AUGUST 2022

SUBMITTAL INFORMATION

All proposals must be received by the Public Work's Office, at the City of Gardena, **no later than: Wednesday, August 31, 2022, at 4:00 p.m. in two sealed envelopes** – one shall be solely for the fee proposal. Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

Proposal for Design, Landscape Architecture/Architecture and Engineering
Services for Mas Fukai Park Improvements (JN 820)
Office of the Public Works Department
City of Gardena
1717 W. 162nd Street
Gardena, California 90247-3778

Contact Info: Kevin Kwak, Principal Civil Engineer at
kkwak@cityofgardena.org or 310.217.9643

**REQUEST FOR PROPOSAL
DESIGN, LANDSCAPE ARCHITECTURE/ARCHITECTURE
AND ENGINEERING SERVICES
FOR
MAS FUKAI PARK IMPROVEMENTS, JN 820**

The City of Gardena ("City") is requesting proposals from qualified design, landscape architectural/architectural and engineering consultant firms ("Firms") to design, landscape architectural/architectural and engineering services for the Mas Fukai Park Improvements ("Project"). The City invites qualified Firms to submit proposals to provide complete landscape architectural/architectural and engineering design and construction cost estimating services for the Project. The City is seeking design teams with community center and park renovation design experience as well as experience working with public municipal agencies.

GENERAL INFORMATION

Mas Fukai Park is a 4.53-acre neighborhood park located at 15800 South Brighton Avenue. The park is adjacent to Peary Middle School and nearby Denker Avenue Elementary School, City Hall, City's Human Services (all within a 0.40-mile radius) and provides recreation facilities for Gardena residents. The park fronts Brighton Avenue on the west and Normandie Avenue on east side just south of 158th Street. Surrounding the park is mostly a residential neighborhood with single-family (R-1) through multi-family (R-4) low-density and multi-family (R-2) residential zone.

The park was purchased from the County and dedicated as a City park in 1960. In June 2000, the Gardena City Council rededicated Recreation Park as Mas Fukai Park. Masani "Mas" Fukai was elected to Council in 1974 and served until his retirement in 1988. Mas, as his friends and associates call him, also served for five years as the Chief Deputy to then Los Angeles County Supervisor Kenneth Hahn.

The major components of the park are a 59-year-old community center equipped with three recreation rooms, kitchen, two freestanding restroom buildings, three baseball diamonds, two basketball courts, tot play area, and recently renovated picnic shelter and BBQ area.

Due to its intense use and age, the park's outdated facilities are in need of major modernization, renovation and reconstruction. In addition, as the contemporary uses of the park have changed over time, its existing uses need to be reconsidered.

PROPOSAL INFORMATION

The purpose of this Request for Proposal (RFP) is to select a Firm to provide Design, Architecture and Engineering services for the Mas Fukai Park Improvements. The City intends to select one Firm to perform all the items listed in the Scope of Work section.

The overarching goal is to reconstruct the dilapidated community center, restroom facilities and enhance the overall park to maximize its use, improve energy efficiency while reducing maintenance costs, and provide a variety of additional features that can accommodate the needs of residents of all ages in an all-inclusive park.

The City recently completed a Park Master Plan that consist of site inventory and analysis/assessment, community/neighboring meetings and surveys, development of a conceptual site plans and supporting drawings and documents (See Appendix A).

The City recognizes there may be questions or items requiring discussion and/or clarification prior to each Firm's preparation and submission of its proposal. If questions do arise, direct all questions to Kevin Kwak via email at kkwak@cityofgardena.org. If necessary, clarifications, explanations, or instructions shall be sent in writing or electronically to all firms having requested this RFP. Requests for Clarifications will not be accepted, nor responded to after 4:00 P.M. on Friday August 19, 2022. Any interpretations or addenda issued by the City shall be incorporated into this RFP.

| Proposers may not rely on any oral interpretations given by any City employee and may only rely upon officially issued, written addenda.

The City reserves the right to determine (in its sole discretion) if a formal pre-proposal session with candidate Firms will be required. The City's objective is to ensure an appropriate exchange of information prior to proposal preparation and submission to minimize both wasted effort by Firms and unnecessary follow-up by City personnel during the evaluation process.

The schedule below is tentative and subject to change:

RFP Release	August 2, 2022
Request for Clarifications	August 19, 2022, by 4:00 p.m.
Bid Proposal Due	August 31, 2022, by 4:00 p.m.
Selection Committee Review	Week of September 5, 2022
Interviews (if needed)	Week of September 19, 2022
City Council Approval of Contract	October 11, 2022

SCOPE OF SERVICE

Conceptually estimated total cost of the project is approximately \$7 million including design and construction management and inspection services, and construction contingency. City has currently allocated \$4.5 million (Park-in-lieu) funds and the remaining \$2.5 million is to be determined. The project will consist of two parts with milestones of approximate durations as follows:

Project Part 1 – Predesign, Feasibility and Budget Verification

Program Verification and Feasibility – 3 weeks

Conceptual Design and Estimate – 8 weeks

Planning and Environmental Review – 3 weeks

Schematic Design and Project Estimate – 6 weeks

Project Part 2 – Project Design and Construction

Design Development – 6 weeks

Construction Documents – 8 weeks

Permitting, Bidding and Award – 3 months

Construction Phase – 12 months

The duration for the overall phases and milestones does not include the City's review time of approximately two to three weeks added to the end of each milestone. The Firm shall not proceed with the next phase or milestone until receiving written approval from the City.

The required landscape architectural/architectural and engineering design and construction cost estimating services for this project consist of the following general scope of services:

Project Part 1 – Predesign, Feasibility and Budget Verification:

Provide project schedule upon project commencement and update as milestones are achieved.

Review existing plans, specifications, reports, studies, and conduct site visit(s).

Review the existing and proposed project program. Make recommendations for adjustments based on operational input from City staff, past experience on similar projects, results of study "year-round" versus "seasonal" operations, as well as potential program expansion include a teen center.

Addition to master plan, verify feasibility and budget to include solar panels to the proposed new community center.

Regular meetings with City staff including code review meetings with the City Engineer and Fire Protection Engineer (or their representative). The architect shall prepare meeting agendas prior to the meetings and summaries after the meetings.

Produce the schematic designs for review and approval by the City. Site and building designs should be modeled and produced in 3-D CAD with plans and full color presentation perspective renderings that are submitted in Adobe Portable Document Format (PDF) and other electronic formats acceptable to the City.

Construction cost estimating at the end of each design phase milestone, submitted with the design drawings and specifications.

All soils and geotechnical investigation needed to complete the design.

Conduct studies required to support the California Environmental Quality Act (CEQA) process including development of Technical Reports in preparation of CEQA document ranging from Categorical Exemptions and Initial Studies to Mitigated Negative Declarations if necessary.

Project Part 2 – Project Design and Construction

Produce design development, Construction Documents (CD), permits, bid drawings, and technical specifications. Drawings should be produced and submitted to the City in AutoCAD and Adobe Portable Document Format (PDF).

Incorporate construction phasing into the construction documents as required. Incorporate option for issuance of separate CD if necessary to bid out recreation/community building by itself pending allowable construction budget.

Submit the project for approval from the Los Angeles County Department of Health, the State Division of Occupational Safety and Health, utility companies, and all other authorities having jurisdiction on this project including responding to their comments, modifying the drawings and specifications as required, and resubmitting as many times as required to obtain approval.

Coordinate with West Basin Municipal Water District to incorporate an on-site recycled water system. West Basin's project to provide a recycled water pipeline to the Mas Fukai park is currently in design development and anticipate a pipeline could be available within one to two years. West Basin is to also provide a support in on-site retrofit design plans.

Submit the project for a building permit including responding to Building Inspection Division comments, modifying the drawings and specifications as required and resubmitting as many times as required to obtain a building permit.

Assist the City with bidding the project, including attending the pre-bid and pre-construction meetings, answering Requests for Information (RFI), reviewing requests for substitutions, etc.

Make recommendations to the City for furniture, fixtures, and equipment selection and produce (1) one or more procurement package(s).

Construction administration include attending project meetings and site visits as required to stay informed as to the progress of the project, responding to RFI, reviewing submittals and making contract document changes necessary to support the completion of the project.

Preparation of as-built drawings and specifications in AutoCAD and Microsoft Word, respectively.

Management and implementation of all LEED reporting procedures, documentation and certification.

Attend the (11) eleven-month post-occupancy inspection.

The landscape architect/architect or engineer shall retain and coordinate the work of subconsultants as needed to complete the above-requested services. The City reserves the right to select, approve, recommend or disapprove subconsultants for any of the above services at its discretion.

General Provisions (All Phases):

In the performance of all services, the consultant shall address the following requirements:

Allow for flexible use of interior and exterior spaces.

Achieve an optimum balance between program requirements and project budget.

Comply with the Americans with Disabilities Act, County Health Department, and CA-DOSH requirements and all applicable codes.

Design energy efficient facilities to the extent possible.

Provide a design that minimizes both initial construction and long-term maintenance costs.

Incorporate LEED Silver criteria within the project.

Submit all project materials to the City in both hard and soft copy formats acceptable to the City (e.g., MS Word, PDF, AutoCAD, etc.).

FORMAT AND CONTENTS OF RESPONSES

The proposal shall consist of (2) two parts submitted as one package.

Proposal – Part One

Part One of the Proposal shall describe the consultant's understanding of the project, approach to accomplishing the project goals, relevant past experience, and any litigation brought against the firm within the last (5) five years. Part One shall be limited to (10) ten double-sided pages on (10) ten sheets, which is (20) twenty pages, excluding table of contents, cover letter, resumes of team members, and any promotional materials. **Consultants shall submit (3) three hard copies and (1) one PDF file on PC-compatible USB drive of Part One.**

In Part One, the consultant shall, as a minimum:

1. Explain the general background, qualifications, and organizational structure of the firm and describe any special knowledge or capabilities material to the project that exist within the firm.
2. Outline the proposed approach to the scope of services including organization and scheduling of tasks to be performed; capacity to keep the project on schedule and within budget; approaches to work with City staff and policy-making agencies and community groups; and other relevant factors pertaining to formulation and execution of a successful project.
3. Identify the name and title of the lead contact person and principal who will be assigned to this project. Provide a work history for key personnel. Give a description of their responsibilities and the percentage of time expected to be spent on this project. Identify the support staff available for this project.
4. Provide a list of recent projects for which the firm has provided services of a similar nature. Provide all pertinent information including project description, contact person, phone number, location, duration, and current project status.
5. Submit a list of subconsultants to be utilized on the project and describe how each subconsultant will be utilized. Provide a list of their similar past projects with locations and brief description of referenced projects. Identify principal staff assigned to this project from each subconsultant firm and their responsibilities on this project.
6. As applicable, submit a list of lawsuits filed within the past (5) five years against the firm or its principals alleging misconduct and/or negligence. Submit a list of claims within the past (5) five years against the firm's Professional Liability

Insurance policy (errors and omissions), if any.

Accompanying each list shall be a declaration by a principal of the firm indicating careful review of such lists and adding appropriate information concerning the current status or disposition of the lawsuits or claims. This information may be submitted separately and confidentially if so desired.

7. As applicable, submit a list of all projects (completed within the past (3) three years or currently under construction or design) located within Southern California. Accompanying such a list shall be a declaration by a principal of the firm indicating knowledge of and careful review of the subject matter and asserting freedom from conflicts of interest which might arise from relationships with parties that are involved in disputes with the City.
8. Indicate the location(s) of the office(s) in which the work will be completed, and the amount of work presently under way.
9. Firms are required to list at least five (5) professional references, three of which shall be in municipal or public agency reference related to a community center and/or park improvements. Please list your client references in the Appendix section of this RFP and include for each one the following information: a complete description of the work/services provided, the name of the client, and the contact information of the client, including telephone number, and/or address. The information concerning the work/services provided for each client must be no more than five (5) years old.

Project Part “A” – Predesign, Feasibility and Budget Verification:

- Project kick-off meeting with City staff.
- Building and site walk-through and examination of existing plans.
- Review and confirmation project requirements and operational program with City staff.
 - Submit itemized space and functional program for building, and site features and amenities.
- Completion of conceptual and schematic designs and associated estimates of probable construction costs.
 - One or more outreach meeting, City Council meetings necessary for approval of and input on final proposed concept design.

Project Part “B” – Project Design and Construction:

- Completion of design development, and construction documents, plans and specifications.
 - Submit and review design documents with City staff at 50 percent, 90 percent, and 100 percent completion of each milestone.
 - Submit and review a construction cost estimate with City staff at the completion of each milestone.
 - Finalize documents based on feedback from City staff and all authorities having jurisdiction.
- Submit all project documents necessary to the City of Gardena Building Inspection Division and CA-DOSH and obtain all permits.
- Submit all project documents necessary to the County of Los Angeles Health Department to obtain a permit for a public community center.
- Assist City staff with bidding project for construction.
 - Incorporate Bid Addendum, as required, to issue a conformed “For Construction Set” after the bid phase is completed.
 - Construction administration.
- Preparation of record documents after construction is complete.
 - Submit hard and soft copies of all project documents to City.
- Submit evidence of the required insurance as set forth in the attached sample consultant agreement (see Attachment B).

Proposal – Part Two

Part Two of the Proposal shall be (2) two fee schedules **submitted in a separate sealed envelope** marked “CITY OF GARDENA, MAS FUKAI PARK IMPROVEMENTS, FEE PROPOSALS.” The envelope shall also bear the name and business address of the proposer. **Consultants shall submit (1) one hard copy and (1) one PDF file on PC-compatible USB drive of Part Two.**

The elements of the fee schedule shall include the following:

1. A time and material not-to-exceed fee table for the project, for each consultant, inclusive of appropriate meetings with City staff. The fees shall show the total for each consultant, each phase, and an overall total.
2. A fee for reimbursable expenses, including reproduction of plans, renderings, etc., which would not be considered planning or design services.
3. A list of potential additional services other than the basic services. These additional services will be reviewed on a case-by-case basis by the City and will be compensated on an hourly basis with proper written authorization prior to commencement of such work.
4. An hourly rate schedule, valid for the entire length of the project, for all staff working on the project.

CRITERIA FOR SELECTION

City staff will evaluate the proposals submitted and assign each a ranking. The following are the criteria for evaluation of the proposals (in random order):

1. Experience of the firm and project team in performing similar work for the City and/or other public agencies.
2. Demonstrated success on previous projects, especially of similar scope, including quality of work and meeting project schedule and budget.
3. Qualifications of key staff and subconsultants who will carry out the assignment.
4. Completeness in answering this Request for Proposals.
5. Effectiveness, clarity, and conciseness of project approach.
6. Ability to meet the project schedule.
7. Ability to meet insurance requirements.
8. Any litigation brought against the firm.

The City will check the references of the top-ranked consultants for such things as record in accomplishing work in a timely manner for similar projects within budget, quality of work completed for the City or other public agencies, ability to work with City staff and the public, as well as any outstanding litigation.

The City shall negotiate an agreement with the most qualified consultant. If negotiations with such consultant are unsuccessful, the City will negotiate with the second most qualified firm. The selection process will be complete once a contract is executed. When the City has reached an agreement with a consultant, all firms submitting a proposal will be notified of the results in writing.

Per City policy, the determination of the most qualified consultant shall be on the basis of demonstrated competence and qualifications for the type of services required. The fee proposal will remain confidential in the initial selection process and will not be used as the sole determining factor in consultant selection, but will be one determining factor if more than one firm is deemed qualified to perform the work required on the project.

FEE Separately Evaluated: (PROPOSAL PRICE SHEET)

The evaluation panel may, if it deems necessary, select certain proposers for oral interviews and/or presentations. Interviews apply only to the top finalist(s), as determined by the evaluation panel. The oral interviews will allow finalists to demonstrate their understanding of the project objectives and to articulate their capability to meet or exceed the requirements of this RFP.

PROPOSAL SUBMISSION DATE

All proposals must be received by the Public Works Department, City of Gardena, no later than: **Wednesday, August 31, 2022, at 4:00 p.m.** in a sealed envelope. Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

Address all proposals to:

Proposal for Design, Landscape Architecture/Architecture and Engineering
Services for Mas Fukai Park Improvements (JN 820)
Office of the Public Works Department
City of Gardena
1717 W. 162nd Street
Gardena, California 90247-3778

No amendments, additions, or alternates will be accepted after the designated submission time and date.

Each proposal shall be considered valid and binding for a period of 120 days after the proposal due date.

All proposals and documents submitted will become the property of the City. Anything considered to be proprietary should be so designated in writing by the proposing firm.

LEGAL AND INSURANCE REQUIREMENTS

The insurance requirements listed in the sample consultant agreement (see Attachment B) are mandatory for the consultant.

OTHER CITY REQUIREMENTS

The City reserves the right (in its sole discretion) to reject any or all proposals. The City shall consider all proposals based on the entirety of the response to this RFP.

The City reserves the right to negotiate specific requirements and cost using the selected proposal as a basis.

The City reserves the right to request additional information from each Firm and to request oral interviews.

The City also reserves the right to reject all RFP's if they are deemed unsuitable to meet the City's needs. Late or incomplete proposals will not be considered, and the City reserves the right (in its sole discretion) to determine the completeness of all RFP's.

AVAILABLE BACKGROUND MATERIALS

The following is a list of available background material:

Original drawings of the building and site.

The City does not warrant the accuracy of the information contained in this document.

CITY'S RIGHT TO REJECT; WAIVE IRREGULARITIES

The City reserves the right to reject any or all proposals received in response to this RFP for any reason or waive any irregularities or informalities contained in the proposals consistent with the law.

CITY'S RIGHT TO TERMINATE

Although the City anticipates successful completion of all phases of work for this project, it reserves the right to terminate work at any time. The consultant's work for this project shall be considered the property of the City to do with as it wishes, regardless of whether or not the project is fully completed.

COST OF PROPOSAL PREPARATION

The Firm, including their sub-contractors, is responsible for any costs incurred in responding to this RFP.

ATTACHMENT A

Mas Fukai Park Master Plan – Summary of Existing Conditions and Recommendations

June 06, 2022

City of Gardena Dept. of General Services
Public Works
1717 West 162 Street
Gardena, CA 90247-3778
ATTN: Kevin Kwak

MAS FUKAI PARK SUMMARY OF EXISTING CONDITIONS AND RECOMMENDATIONS

PARK CONTEXT

Mas Fukai Park is a 4.53-acre neighborhood park located at 15800 South Brighton Avenue. The park is adjacent to Peary Middle School and nearby Denker Avenue Elementary School, City Hall, City's Human Services (all within a 0.40-mile radius) and provides recreation facilities for Gardena residents. The park fronts Brighton Avenue on the west and Normandie Avenue on east side just south of 158th Street. Surrounding the park is mostly a residential neighborhood with single-family (R-1) through multi-family (R4) low-density multiple-family (R-2) residential zone.

The park was purchased from the County and dedicated as a City park in 1960. In June 2000, the Gardena City Council rededicated Recreation Park as Mas Fukai Park. Masani "Mas" Fukai was elected to Council in 1974 and served until his retirement in 1998. Mas, as his friends and associates call him, also served for five years as the Chief Deputy to then Los Angeles County Supervisor Kenneth Hahn.

The major components of the park are a 59-year old community center equipped with three recreation rooms, kitchen, two freestanding restroom buildings, three baseball diamonds, two basketball courts, tot play area, and recently renovated picnic shelter and bbq area.

SITE INVENTORY ASSESSMENT

Due to the age of the park facilities, many of the existing features are reaching their life cycle end. The master plan being developed will focus on some of these features as well as addressing current programming needs such as ADA compliance, water quality management program (WQMP), safety on the play fields, drainage, programming of desired uses through community workshop participation and energy consumption.

COMMUNITY OUTREACH

In November 2021, a community outreach session was held in addition to a subsequent online community questionnaire. City staff meetings further engaged the master plan process to query park patrons as to their opinions for future park needs and deficiencies within the current facilities. The major outcomes of the outreach are as follows:

- New Community Building
- Resilient surfacing for Tot Lot
- Added Pickleball Courts without reducing the number of Basketball Courts
- An Interior Walking Track
- New Restroom Facilities for the Main Ballfield



- New ADA Compliant Bleachers and Access
- Exercise Equipment
- Foot Reflexology Labyrinth
- Efficient Field Lighting
- Improved Field Conditions

The Landscape Master Plan reflects the incorporation of staff concerns with degraded facilities and community input from in-person meetings and on-line notifications. A teen space shall be considered which is not currently reflected in the master plan.



BALL FIELDS

The two existing baseball diamonds are continuously used by the Little League and adult softball leagues. The brick dust infields are well groomed through a city maintenance program. However, over the years uneven playing surfaces have developed causing puddling during rain events. Utility / pull box(s) are located in the field of play, potentially a cause for injury. Soil settlement over time have created depressions within the turf play area. Although the overall turf appearance is relatively uniform, it may be beneficial to conduct an irrigation water audit to determine the irrigation system efficiency.

Recommendations

- Scour existing brick dust infield and import additional stabilized brick dust and laser re-grade to meet recreational field standards.
- Determine viability of relocating any/all utility boxes located within the field of play.
- Conduct water audit for irrigation coverage. Traditional “catch can” testing or GPS mapping of systems with uniformity distribution software can objectively determine efficiency of systems. Recommendation for head / nozzle replacements to meet current industry standards can then be determined.
- Conduct agronomy testing of existing turf soil conditions to determine any deficiencies. Close mow turfgrass and aerate the soil. Provide 50/50 sand / soil mix and prepare uniform grades throughout Address any “lips” at edges of play / brick dust surface. Overseed with appropriate turfgrass mix.

TOT LOT

The existing tot lot equipment configuration provides a variety of play experiences for different age levels given the allotted space. Poured -in-place resilient surfacing provides access to each of the play experience points of entry and exit (i.e. slides, swings and climbing points). The remaining area comprises compacted sand. The resilient surfacing is starting to delaminate and due for replacement.

Recommendations

- Remove all the existing resilient surfacing and sand. Replace with resilient tiles throughout. Tiles can be replaced if damaged in the future, whereas poured-in-place surfacing repairs are difficult and noticeable.
- Allow the existing play equipment to reach its eventual life cycle end before replacement. Tiles may allow this replacement to occur in a more economic fashion, given the surfacing and equipment would be on different life cycles.



PARKING

Mas Fukai Park is a local park, served only with on-street parking. The master plan proposes (1) Van and (1) Standard ADA stall to be constructed near the entry to the community center. This would provide accessibility to the various park experiences.

HARDCOURT PLAY

Currently, the park has (2) basketball courts. A new sail shade structure for picnicking along with BBQ stations was constructed in 2021. The basketball courts are in relatively good condition with a Sportsmaster™ or equal surface treatment. Cracks in the concrete are evidenced which may be filled / repaired if the city determines the need to bring all the surfacing to the same level. The post / backboards / hoops are in relatively good condition.

Recommendations

During the public outreach / comment phase, a strong demand for pickleball courts was expressed without reducing basketball play area. Hardcourt play to be reconfigured to meet the expanding recreational programming needs.



MULTI-USE AREAS

An existing raised former horseshoe pit area adjacent to the community center will required repurposing and is master planned as open area for yoga, Tai Chi, Zumba or other programmed activities. Alternatively, this area could be converted to exercise stations. The city will seek public input to determine eventual use. Additionally, this area could receive a similar shade structure to compliment the new group picnic structure. An adjacent open turf area outside of the ball field play, may also be explored for potential active use.

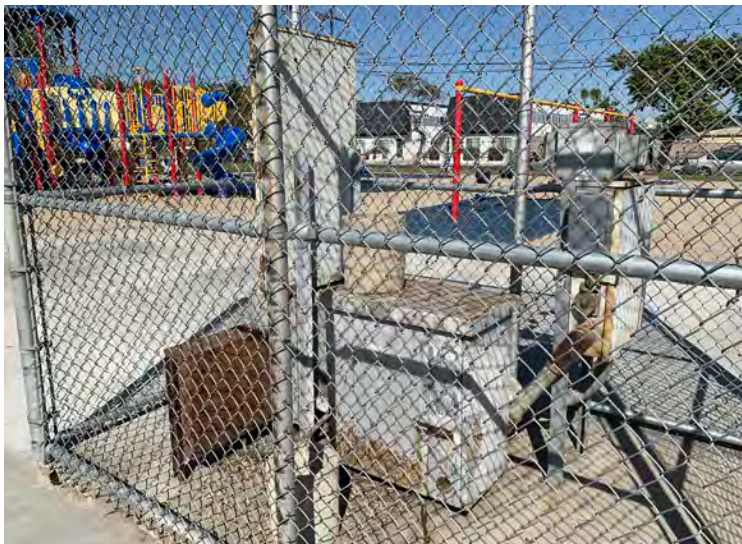
WQMP REQUIREMENTS

Pending the outcome of the final master plan document, a Non-Priority Determination study will address the impact of additional impervious vs pervious pavement replacement or additions. This will likely require removals and replacement surfacing around the main ball diamond / bleacher area to be constructed with pervious pavers or concrete. Additionally, a significant portion of the arrival court and ballfield viewing area adjacent to the recreational building be converted to pervious surfacing to remain under the 5,000 s.f. non-priority threshold. Other BMP's being explored will be to provide a rain garden on the south side of the recreation building fed from downspouts and adjacent hardscape to retain stormwater run-off.

ELECTRICAL SYSTEM

- **Main Electrical Service:** The existing service is fed overhead from Normandie Ave. and drops down into a 277/480V 600A Electrical service. The service itself is aged but appears to be in good working condition and has 10-15 years of useful life left. From this service, there are (2) distribution sections that serve the park. One is located adjacent to the basketball courts and one is located on the west side of baseball diamond off of Brighton Ave. Both of these distributions appear to be original to the park and are well past their useful life. Both are in need of replacement. Being that they are outdoors, typical anticipated life cycle is approx. 25 years. The following is description of what each distribution feeds.

- Basketball Court Distribution – Distribution consists of a 225A 480V Panel, 75kVA transformer and 225A 120/208V Panel. Distribution also provides power to Baseball Distribution Panel. This distribution feeds the park area lighting around the basketball courts, RR Building and Community Building.
- Baseball Distribution – Distribution consists of a 75kVA transformer and 225A 120/208V Panel. This switchgear feeds the lighting associated with the baseball fields.
- Building: The building is currently fed by a single panel located in the maintenance space between the two exterior restroom spaces. The panel is original to the building and was sized to accommodate the anticipated electrical load, which was minimal when it was installed. The building has no HVAC, only gas fired wall heaters and minimal outlets and lights. The panel is currently being fed from a 208V distribution panel located adjacent to the existing basketball courts. Panel should be replaced as it is passed its useful life cycle.



- Park Lighting: Overall the park lighting needs to be improved. Most of the fixtures are aged or damaged. There are some newer LED fixtures that have been installed in some locations but there is no consistency to the fixtures. The general lighting/security lighting should be designed to meet current park design as it has changed from original concept.
- Sports Field Lighting: The existing fixtures are 1000W metal halide with several burned out fixtures. It is understood that replacement only occurs after several fixtures are scheduled for replacement due to significant costs for the rental of a boom truck personnel required for singular replacements. The City should consider an LED option not only for energy savings but also reduced cost of maintenance. The existing fixtures typically have a 12,000 - 15,000 lamp hour rating where LED fixtures are anywhere from 70,000 – 100,000 hours. Although the existing poles look to be in reusable condition, it may be more practical to replace the entire pole and luminaire assembly. A photometric study is recommended to determine benefits or constraints with reuse of poles versus replacement with new fixture arrays. We would highly recommend that the City look at a sports lighting

manufacturer like Musco, Sportslite or GE to do the design with an LED option. The City's energy consumption would drop over 45% if the lights are replaced with an LED option and a cloud-based lighting controller to help with scheduling. Additionally, a subscription-based system offers immediate replacement of bulbs.

- The existing message board and park identification sign installed approximately (8) years ago and currently non-operational. Additionally, it is understood the software programming interface is antiquated. Staff would prefer an alternate messaging solution, including the relocation of a new monument / messaging board to the area adjacent to the main ball diamond. Existing street trees may need to be replaced to not obscure the messaging.

RECREATION BUILDING

The following on-site observations were made by Crane Architects for the existing one-story 4,750 s.f. recreation building built in 1960.

- Existing wood structural members have extensive wood rot. This can be seen in the existing exposed beams, fascias, and exposed roof sheathing. Additional wood rot most likely exists in other areas that are covered by other building materials/finishes and the extent of the wood rot cannot be known unless these areas are exposed.
- Mechanical System: The interior of the existing building is hot during the summer and cold during the winter. The existing mechanical system is old and out of service. The existing system was heating only which was typical for this time period. Due to the building construction, there is no insulation in the walls, ceiling or below the roof. Windows are low efficient single pane, which do not comply to current code. Due to all these existing conditions, making the existing building comply with current code will be very challenging and not cost effective. Being that walls are CMU block, they would need to be furred out in order to add insulation. Since there is very little ceiling, this would make insulating the roof very difficult. Since the existing mechanical system was heating only, each room has an individual unit. If the building is to be cooled, there is little to no space to run ductwork. This makes the options to use different types of units out of the equation. Since there might only be one or two options available, the cost cannot be easily controlled.
- Plumbing System: The existing plumbing systems in the public restrooms are non-functional and are currently closed off to public use because they do not work. Existing plumbing fixtures throughout, including toilets, urinals, lavatory, and kitchen sink faucets are old and are not the low water consumption fixtures required by the current building code. If the building is remodeled, state law requires all plumbing fixtures to be replaced with new water efficient fixtures. The plumbing systems in the existing kitchen do not comply with current Plumbing Code or Health Department requires for indirect waste, prep and three-compartment sinks, floor sinks, and other required features. In addition, the existing domestic water and sewer systems are old and outdated and would require extensive repair or full replacement. The current building is not ADA accessible. The entrances to the public restrooms do not comply with required path-of-travel widths and slopes. Toilet stalls, urinals, and lavatories do not comply with minimum ADA or Building Code requirements. Existing door thresholds and door hardware are not accessible and level landings are required at each entrance/exit door. Counter heights, light switch heights, and electrical outlet heights are additional building features that are non-compliant.
- The building is not energy efficient. Inefficient building features include the following:
 - Lighting systems (refer to Item #7 for deficiencies)
 - Window & Door systems: Existing window system are single pane windows with glazing that has minimal efficiency related to U-value and shading coefficient. This has a large impact on the efficiency of lighting and HVAC systems. All windows will need to be replaced with new windows utilizing low 'E' 1" insulated

dual glazed units with a U- value and shading coefficient complying with current Building Code maximums. Existing exterior doors are older hollow core doors with a standard honeycomb core. The current Building Code requires exterior doors to be insulated, usually with rigid foam insulating core.

- **Roofing Materials:** The existing roofing materials are outdated and contributes significantly to the heat load of the building. New roofing systems are required to be a cool roof system, which reduces the solar heat gain to the building and contributes to efficient HVAC usage. Also refer to comments in Item #6.
- **Roof & Wall Insulation (Non-existent):** The existing roof structure and exterior walls do not appear to have any insulation. The current code requires conditioned spaces (heated and/or cooled) to have insulated roof and wall systems with a minimum R-value rating as dictated by the current code. Refer to Item #2 for some of the difficulties with insulating the existing roof and wall systems.
- The existing roofing materials are deteriorated, and water is leaking into the structure. This has resulted in the wood rot problems mentioned in Item #1. Remodel work, including the installation of new electrical, mechanical, and plumbing systems, will result in the need for new penetrations in the roof. The existing roof should not be patched or repaired as this will only be a temporary fix. In addition, existing roof sheathing and structural members will be rotted and need to be replaced. A new roof system, complying with the current Building Code as a cool roof (see Item #5c), would need to be installed.
- **Electrical Systems:** The existing electrical system is original to the building and needs to be replaced. Also, it does not meet current electrical code on disconnecting means requirements for the building. The existing lighting is very old and poor, there are no lighting controls and due to the construction type all outlets are surface mounted which aesthetically are not pleasant. Although lighting is space by space, controls are typically building wide and work together to make the building as energy efficient as possible. Due to the construction of the building this makes adding controls challenging.

Recommendations:

- A renovation of the existing building would require the existing structure as well as electrical, mechanical, and plumbing systems to comply with current 2019 California Building Codes requirements. Upgrading, repairing, or replacing these systems will be challenging when trying to work around an existing structure. In addition, there will also be hidden problems with the existing building that will only come to light once construction starts, which could result in costly change orders to repair or replace these hidden issues.
- Construction of a new building will give the City the opportunity to provide a better functioning building that will better serve the end user. Also, this means the new building will be required to comply with the current 2019 California Building Codes. This would result in a more modern, safer structural system as well as more energy efficient HVAC and electrical systems, and water conserving plumbing systems.
- Walls and roof assemblies, as well as, door and window systems, will also be more energy efficient. Finishes will be environmentally friendly (low VOC) as well. The benefit of all of these items will result in a new building that will cost less to build and operate.
- Based on the information above, remodeling the existing building would not be cost effective. It is our recommendation to replace the existing building with a new structure. It is our opinion that constructing a new building would be the most cost-effective solution.
- Note that whether the City decides to remodel the existing building, or demolish the existing building and replace it with new construction, a demolition permit will be required. As part of that permit, the City will be required to obtain an Asbestos and Lead Survey Report and will be required to remediate/remove all lead-based paint and all materials containing asbestos.
- The current floor plan design development was a multiple iteration process which began with the following requirements generally contained within the existing community center footprint:

- Lobby
- Kitchen
- Large Meeting Room
- (2) Classrooms
- **Park Manager Office**
- Interior Restrooms serving the both the Community Center and Park Visitors
- Storage
- Changing Room

Iterations involved having the office face the street or into the park, kitchen in the front or towards the rear of the building, classrooms separated by walls or partitioned for flex space, central corridor linking the various functions or maximizing usable meeting space. Community outreach supported adding mirrors, barre rails and resilient flooring for dance programs. The master plan footprint reflects the initial design consensus meeting the programming needs of the community and city staff. However, recent council / community input has focused on providing expanded city-wide teen programs. Consideration to increase the existing building footprint to include the teen space during the final programming phase of the preliminary design.



ROOFING



WOOD ROT



WINDOWS



HEATER (ONLY) SYSTEM



LIGHTING SYSTEM



ELECTRICAL SYSTEM



RESTROOMS AT N.E. CORNER



OFFICE AT S.E. CORNER



S.W. CORNER OF BUILDING



S.W. CORNER - BRIGHTON AVENUE



S.W. CORNER - 158TH STREET



GAME ROOM



MEETING ROOM



OFFICE



MULTIPURPOSE ROOM



RESTROOMS



KITCHEN

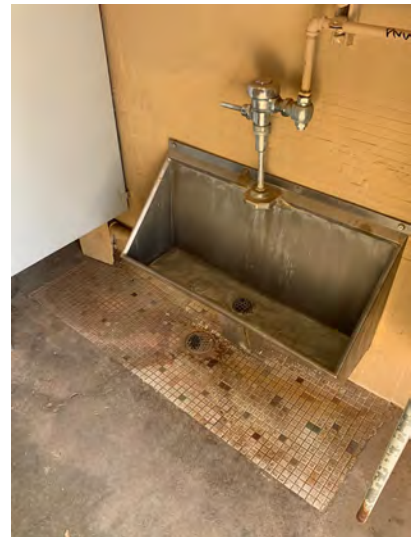
REMOTE RESTROOMS

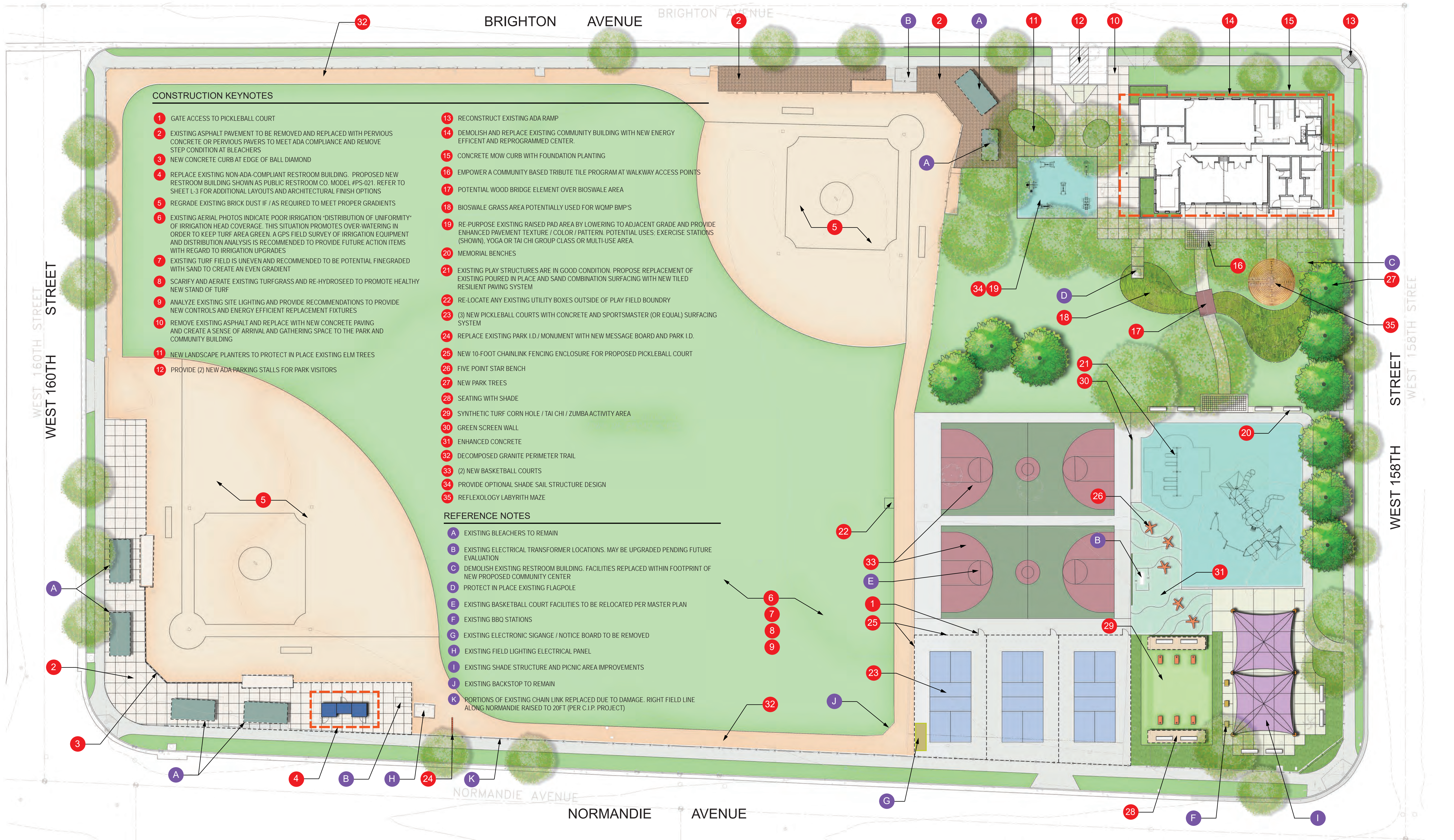
Two existing remote restrooms exist on the site. While there are exterior accessed restrooms available within the existing recreation building, a single-use restroom is available near the tot lot for off-hour visitors. The building restrooms may be locked outside of daytime park manager hours. These restrooms are currently not ADA compliant.

Additionally, a restroom with male/female stalls located next to the main ballfield diamond provides storage use for ballfield equipment. It was built in the 1960's and has reached the end of its building cycle. The restrooms are not ADA compliant.

Recommendations

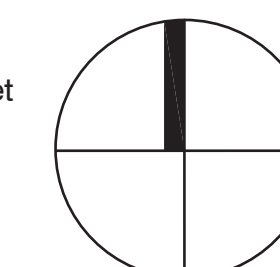
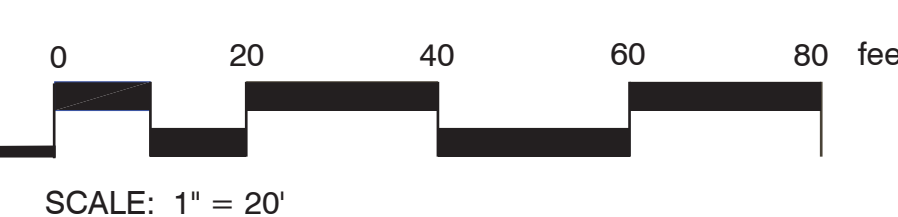
- The proposed recreation building would have new outdoor accessible restrooms for park visitors. The single-use restroom would be removed.
- The remote restroom at the main ballfield would be replaced with a prefabricated building with (2) single-use stalls and equipment storage space.





MAS FUKAI PARK RENOVATION MASTER PLAN

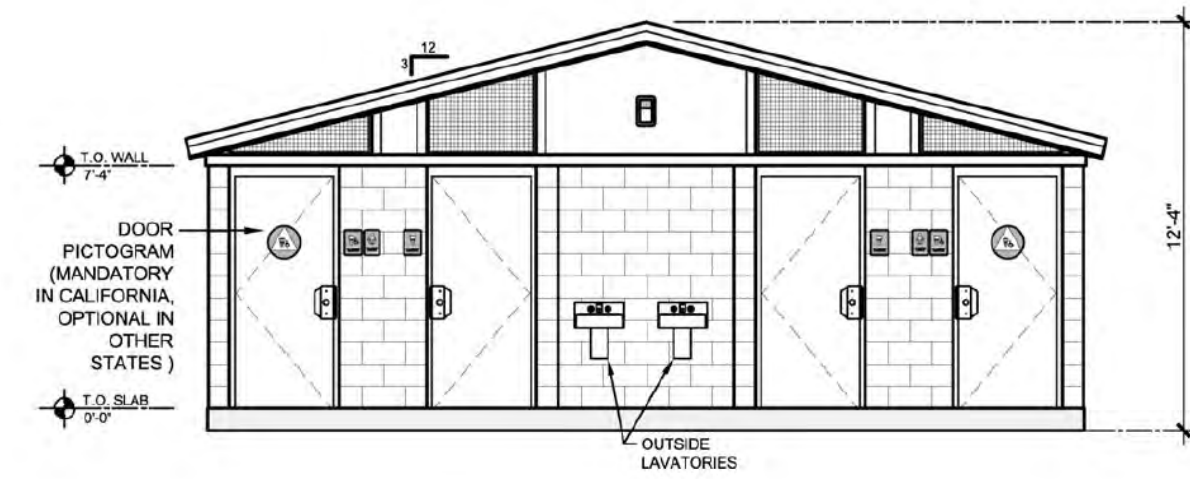
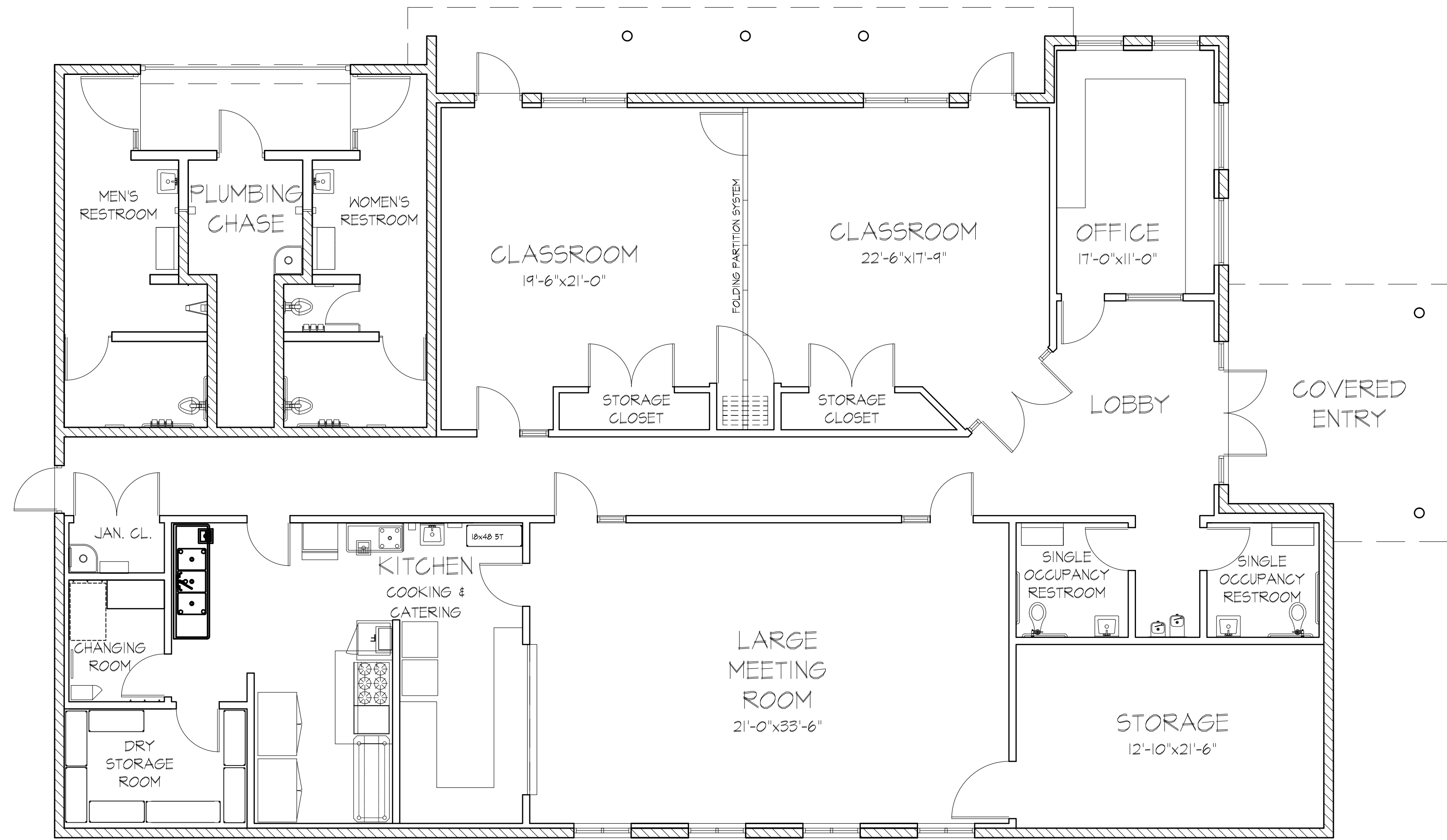
CITY OF GARDENA



CONCEPTUAL LANDSCAPE PLAN

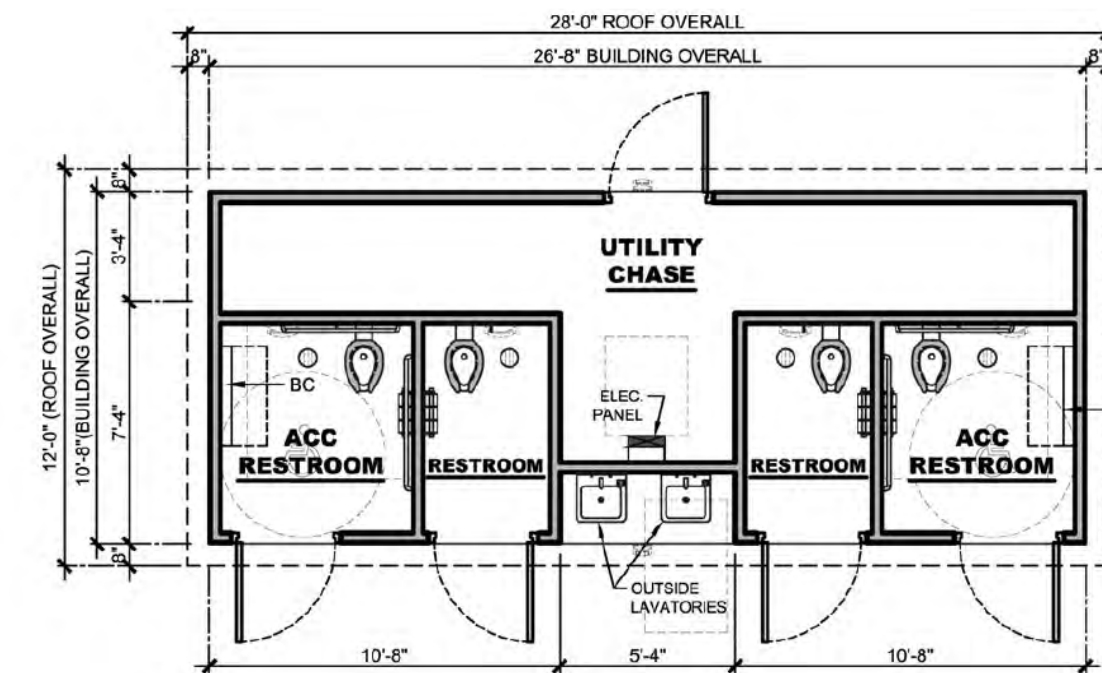
BGB | DESIGN GROUP
Landscape Architecture Planning Urban Design
3185 C1 Airway Avenue Costa Mesa, CA 92626
O: 714 545 2898 F: 714 545 2878 bgb-inc.com

L-1
05/27/2022



ELEVATION

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



FLOOR PLAN

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

NOTE: STAINLESS FIXTURES



PERSPECTIVE

(FINISHES SUBJECT TO CHANGE)

MODEL PS-021

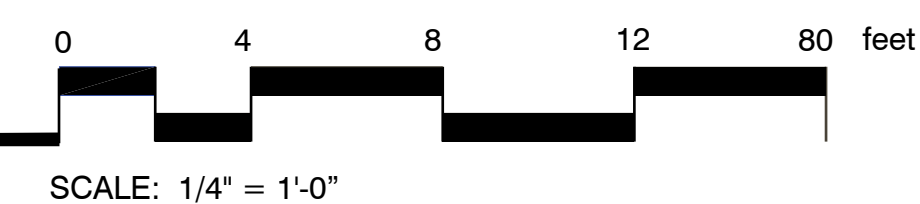
PLAN FOUR

- LARGE MEETING ROOM AND STORAGE IN FRONT OF BUILDING
- KITCHEN / CATERING IN REAR OF BUILDING
- NO HALLWAY CONNECTING ALL FACILITIES WHICH ALLOWS AN INCREASE OF APPROX. 177 S/F FOR LARGE MEETING ROOM OVER HALLWAY OPTIONS
- PARTITIONED CLASSROOMS WITH SEPARATE STORAGE SPACES. NO DIRECT INTERIOR ACCESS TO REAR CLASSROOM WITHOUT PASSING THROUGH MEETING ROOM
- (2) COMBINED SINGLE OCCUPANCY RESTROOMS OFF FRONT LOBBY

COMMUNITY BUILDING FLOOR PLAN

MAS FUKAI PARK RENOVATION MASTER PLAN

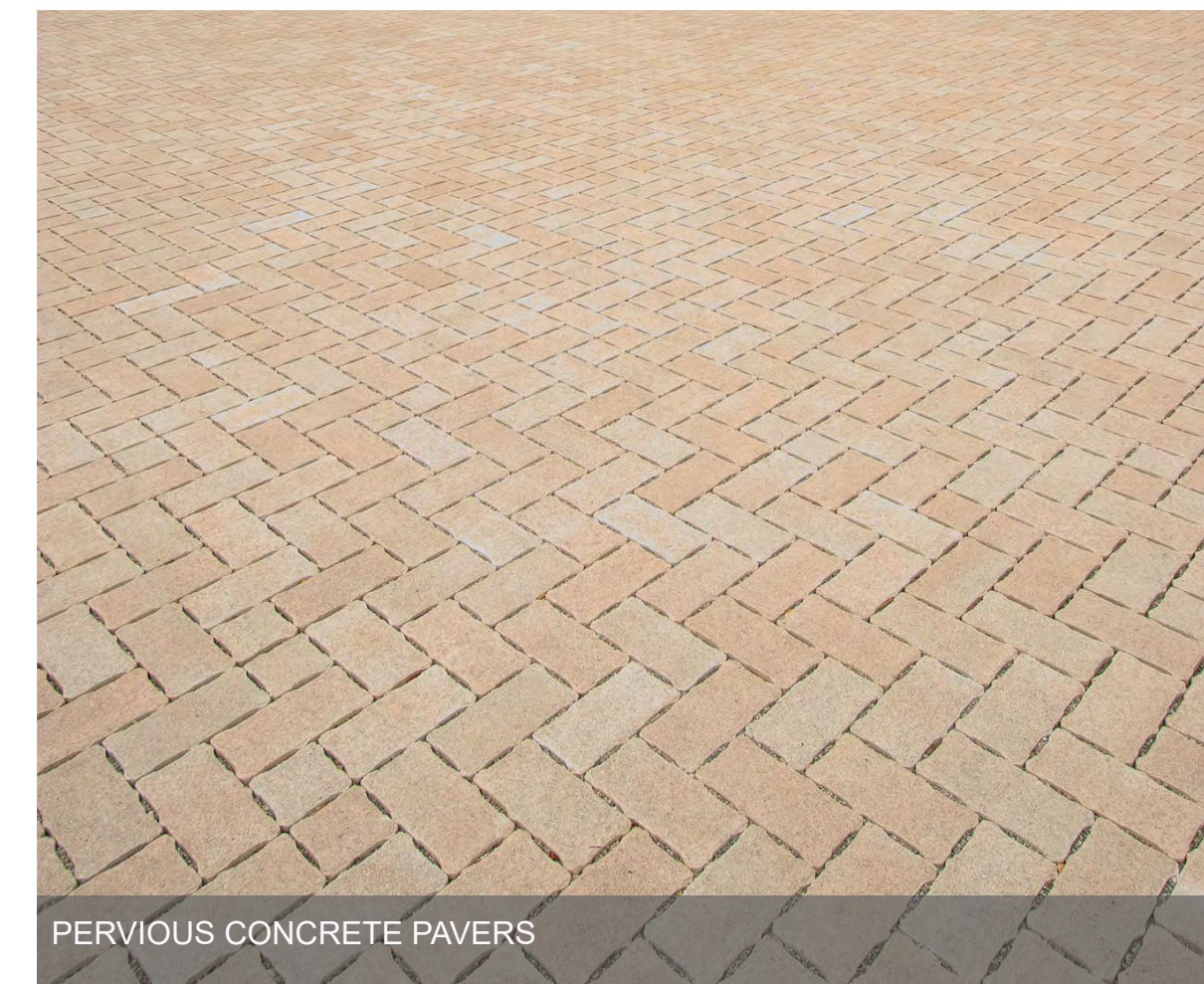
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L-2

03/28/2022



MAS FUKAI PARK RENOVATION MASTER PLAN

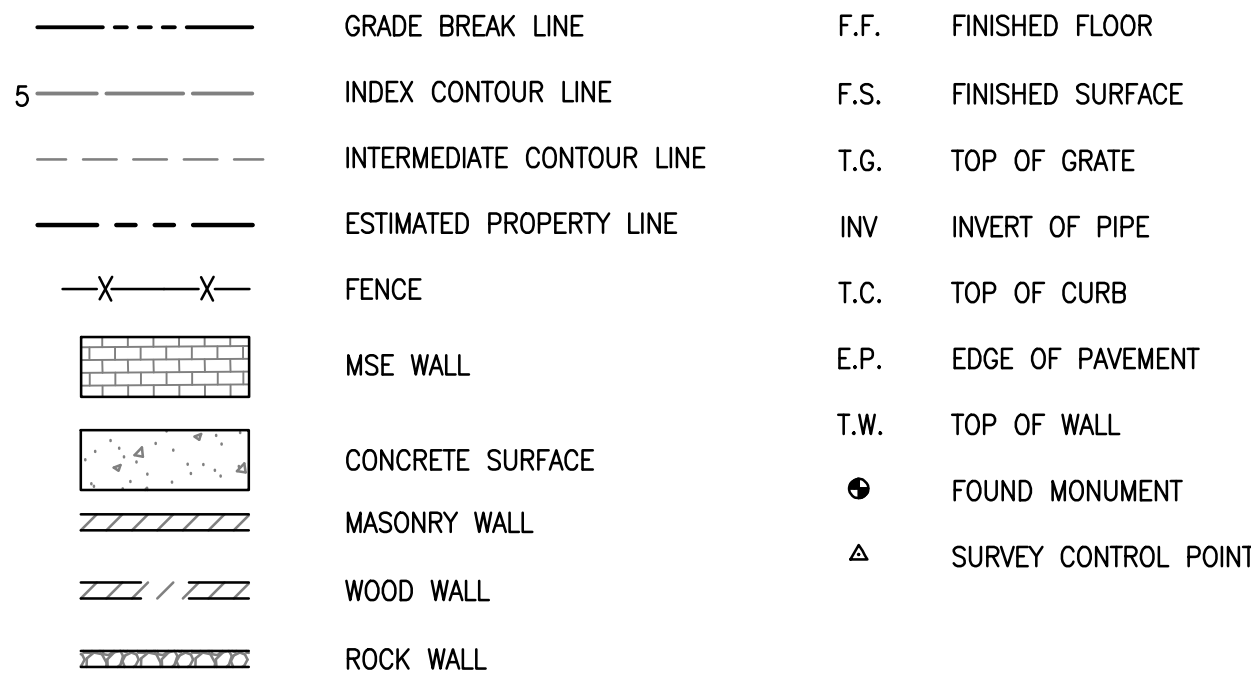
CITY OF GARDENA

PRECEDENT IMAGES

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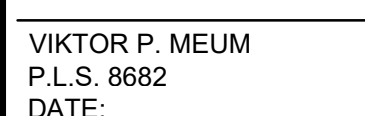
L-3

03/28/2022



BENCHMARK NOTE:
THE BENCHMARK FOR THIS TOPOGRAPHIC SURVEY IS PER A DEMOLITION PLAN PROVIDED TO TOAL BY DMS CONSULTANTS.

EASEMENT NOTE:
THE PLAT FOR THIS SURVEY WAS PREPARED WITHOUT A TITLE REPORT. UNPLOTTED EASEMENTS MAY EXIST ON THE SUBJECT PROPERTY.

[illegible]

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99
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DATE: 4-16-20		H. SCALE: 1"=20'	
SURVEY DATE: 3-24-20		V. SCALE: -	
DRN:	MSF	DWG. NO.	
CHID:	-	TP-01	
APPD:	VM		
JOB NO. 20049		SHEET 1	OF 1

**SURVEY RESULTS FROM COMMUNITY WORKSHOP HELD AT MAS
FUKAI PARK November 20, 2021**

SURVEY RESULTS FROM COMMUNITY WORKSHOP HELD AT MAS FUKAI PARK November 20, 2021		Softball/Baseball	Picnicking	Basketball	Tot Lot	Jogging / Walking Trail	Comm. Bldg Activities	Pickleball	Group Activities	Exercise Stations	Walk	Bike	Drive	Bus Or Facilitated Transport	One Block	A couple of Blocks	1/4 Mile	1/2 Mile	I like to Drive	Tot Lot Safety	Basketball Equipment	Area Lighting	Field Lighting	Grass Field Quality	Infield Quality	Bathrooms	Community Building	Lack of Facilities	Accessibility
Do you actively use Mas Fukai Park for any activities?	1	3	3	4	5	3	1																						
What activities not currently available would you like to see?									5	5																			
How did you get to the park?											6	2	5						2										
How far do you live from the park?															3	1		4											
What most concerns you about the park?																				4		3	1	1		7	4	1	2

Other Comments:

No Sand (2)
 More Playground
 Splash Pad (2)
 Flower Garden
 Tennis
 More shade (3)
 Fence between basketball & tot lot
 Monthly family cleanup day
 Board Games
 Solar for bldg
 Badmitton overlay for Pickleball (2)
 Security (2)
 Church Picnics / Activities
 Senior Activities
 Inside Bldg: Cheerlead/Salsa/Ballet / Children Dance /Resilient flooring / Mirror (2)
 Kitchen

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? ☒ YES OR NO. IF YES, CHECK WHICH ONES.
 - A. SOFTBALL / BASEBALL
 - ☒ B. PICNICKING
 - ☒ C. BASKETBALL
 - D. TOT LOT
 - E. JOGGING
 - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
 - A. PICKLEBALL
 - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
 - ☒ C. EXERCISE STATIONS
 - D. OTHER _____
3. HOW DO YOU GET TO THE PARK?
 - ☒ A. WALK
 - B. BIKE
 - C. CAR
 - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
 - ☒ A. ONE BLOCK
 - B. A COUPLE OF BLOCKS
 - C. ¼ MILE
 - D. ½ MILE
 - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
 - A. TOT LOT SAFETY
 - B. BASKETBALL EQUIPMENT
 - C. AREA LIGHTING
 - D. FIELD LIGHTING
 - E. GRASS FIELD QUALITY
 - F. INFIELD QUALITY
 - ☒ G. BATHROOM(S)
 - H. COMMUNITY BUILDING
 - I. LACK OF ACTIVITIES
 - J. ACCESSIBILITY

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
 - A. SOFTBALL / BASEBALL
 - B. PICNICKING
 - C. BASKETBALL
 - D. TOT LOT
 - E. JOGGING
 - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
 - A. PICKLEBALL
 - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
 - C. EXERCISE STATIONS
 - D. OTHER _____
3. HOW DO YOU GET TO THE PARK?
 - A. WALK
 - B. BIKE
 - C. CAR
 - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
 - A. ONE BLOCK
 - B. A COUPLE OF BLOCKS
 - C. ¼ MILE
 - D. ½ MILE
 - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
 - A. TOT LOT SAFETY
 - B. BASKETBALL EQUIPMENT
 - C. AREA LIGHTING
 - D. FIELD LIGHTING
 - E. GRASS FIELD QUALITY
 - F. INFIELD QUALITY
 - G. BATHROOM(S)
 - H. COMMUNITY BUILDING
 - I. LACK OF ACTIVITIES
 - J. ACCESSIBILITY

No Spang

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.

- A. SOFTBALL / BASEBALL
- ☒ B. PICNICKING
- ☒ C. BASKETBALL
- ☒ D. TOT LOT
- ☒ E. JOGGING
- F. COMMUNITY BUILDING ACTIVITIES

2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?

- A. PICKLEBALL
- ☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
- C. EXERCISE STATIONS
- D. OTHER Tennis, ~~4~~, more playground, splash patch, flower garden

3. HOW DO YOU GET TO THE PARK?

- ☒ A. WALK
- ☒ B. BIKE
- C. CAR
- D. BUS OR FACILITATED TRANSPORTATION

4. HOW FAR DO YOU LIVE FROM THE PARK?

- ☒ A. ONE BLOCK
- B. A COUPLE OF BLOCKS
- C. ¼ MILE
- D. ½ MILE
- E. I LIKE THE DRIVE

5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST

- A. TOT LOT SAFETY
- B. BASKETBALL EQUIPMENT
- C. AREA LIGHTING
- D. FIELD LIGHTING
- E. GRASS FIELD QUALITY
- F. INFIELD QUALITY
- G. BATHROOM(S)
- H. COMMUNITY BUILDING
- I. LACK OF ACTIVITIES
- J. ACCESSIBILITY

No sand
would be better
more shades
would be better

Need fences between basketball court and playground

parents and kids would love to join monthly clean up event or something for playground.

We come here maybe 2-4 times a week.

We love this park and Gardena City.

We would love to keep this place clean and fun!

let's do it!

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.

- A. SOFTBALL / BASEBALL
- B. PICNICKING
- C. BASKETBALL
- D. TOT LOT

☒ E. JOGGING / walking around the park.

F. COMMUNITY BUILDING ACTIVITIES

2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?

A. PICKLEBALL

☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC. / Qi gong

☒ C. EXERCISE STATIONS for stretching

☒ D. OTHER Chess + other board games.

3. HOW DO YOU GET TO THE PARK?

☒ A. WALK

B. BIKE

C. CAR

D. BUS OR FACILITATED TRANSPORTATION

4. HOW FAR DO YOU LIVE FROM THE PARK?

A. ONE BLOCK

B. A COUPLE OF BLOCKS

C. ¼ MILE

☒ D. ½ MILE

E. I LIKE THE DRIVE

5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST

A. TOT LOT SAFETY

B. BASKETBALL EQUIPMENT

C. AREA LIGHTING

D. FIELD LIGHTING

E. GRASS FIELD QUALITY

F. INFIELD QUALITY

☒ G. BATHROOM(S) - availability & access

H. COMMUNITY BUILDING

I. LACK OF ACTIVITIES

J. ACCESSIBILITY

6. Would the building be solar powered?

7. Is there a website to follow the progress of the project?

(cont next page)

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.

- A. SOFTBALL / BASEBALL
- B. PICNICKING
- C. BASKETBALL
- ☒ D. TOT LOT
- E. JOGGING
- ☒ F. COMMUNITY BUILDING ACTIVITIES

2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?

- A. PICKLEBALL ? NEVER HEARD
- B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC. ✓
- C. EXERCISE STATIONS
- D. OTHER BADMINTON, WALK/JOG PATH

3. HOW DO YOU GET TO THE PARK?

- A. WALK
- B. BIKE
- ☒ C. CAR
- D. BUS OR FACILITATED TRANSPORTATION

4. HOW FAR DO YOU LIVE FROM THE PARK?

- A. ONE BLOCK
- B. A COUPLE OF BLOCKS
- C. ¼ MILE
- ☒ D. ½ MILE
- E. I LIKE THE DRIVE

5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST

- A. TOT LOT SAFETY (1) - PLEASE ENSURE SECURITY IN WINDOW IN BUILDING
- B. BASKETBALL EQUIPMENT
- C. AREA LIGHTING (1) - NIGHTTIME FEELS UNSAFE
- D. FIELD LIGHTING
- E. GRASS FIELD QUALITY
- F. INFIELD QUALITY
- G. BATHROOM(S) (1) - FAMILY BATHROOM WOULD BE NICE
- H. COMMUNITY BUILDING (*) - CHURCH PICNICS/ACTIVITIES
- I. LACK OF ACTIVITIES
- J. ACCESSIBILITY
- K. BETTER SHADING FOR PARENTS WATCHING THEIR KIDS

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
 - A. SOFTBALL / BASEBALL
 - B. PICNICKING
 - C. BASKETBALL
 - D. TOT LOT
 - E. JOGGING
 - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
 - A. PICKLEBALL
 - ☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
 - ☒ C. EXERCISE STATIONS
 - ☒ D. OTHER walking trail
3. HOW DO YOU GET TO THE PARK?
 - ☒ A. WALK
 - B. BIKE
 - C. CAR
 - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
 - ☒ A. ONE BLOCK
 - B. A COUPLE OF BLOCKS
 - C. ¼ MILE
 - D. ½ MILE
 - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
 - A. TOT LOT SAFETY
 - B. BASKETBALL EQUIPMENT
 - ☒ C. AREA LIGHTING 3
 - D. FIELD LIGHTING
 - E. GRASS FIELD QUALITY
 - F. INFIELD QUALITY
 - ☒ G. BATHROOM(S) 4
 - ☒ H. COMMUNITY BUILDING 2
 - ☒ I. LACK OF ACTIVITIES 1
 - J. ACCESSIBILITY

We could use more. Senior activities

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
 - A. SOFTBALL / BASEBALL
 - B. PICNICKING
 - C. BASKETBALL
 - D. TOT LOT
 - E. JOGGING
 - F. COMMUNITY BUILDING ACTIVITIES*HAVE to make*
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
 - ☒ A. PICKLEBALL
 - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
 - ☒ C. EXERCISE STATIONS
 - D. OTHER _____
3. HOW DO YOU GET TO THE PARK?
 - ☒ A. WALK
 - B. BIKE
 - C. CAR
 - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
 - A. ONE BLOCK
 - ☒ B. A COUPLE OF BLOCKS
 - C. ¼ MILE
 - D. ½ MILE
 - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
 - ☒ A. TOT LOT SAFETY
 - B. BASKETBALL EQUIPMENT
 - ☒ C. AREA LIGHTING
 - ☒ D. FIELD LIGHTING
 - E. GRASS FIELD QUALITY
 - F. INFIELD QUALITY
 - ☒ G. BATHROOM(S)
 - ☒ H. COMMUNITY BUILDING
 - I. LACK OF ACTIVITIES
 - ☒ J. ACCESSIBILITY

- wheelchair (mobility)
Access very imp +
inclusive

- security system - Cams

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.

- ☒ A. SOFTBALL / BASEBALL Most Popular
- ☒ B. PICNICKING Most Popular
- ☒ C. BASKETBALL - Most Popular
- ☒ D. TOT LOT - Most Popular
- ☒ E. JOGGING - YES
- ☒ F. COMMUNITY BUILDING ACTIVITIES very Popular

2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?

- A. PICKLEBALL
- ☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC. Cheerleading (tumbling)
- C. EXERCISE STATIONS
- D. OTHER _____

3. HOW DO YOU GET TO THE PARK?

- A. WALK
- B. BIKE
- ☒ C. CAR
- D. BUS OR FACILITATED TRANSPORTATION

Note: Dance - We can bring in portable bars for ballet

4. HOW FAR DO YOU LIVE FROM THE PARK?

- A. ONE BLOCK
- B. A COUPLE OF BLOCKS
- C. ¼ MILE
- D. ½ MILE
- ☒ E. I LIKE THE DRIVE

5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST

- ☒ A. TOT LOT SAFETY
 - B. BASKETBALL EQUIPMENT
 - C. AREA LIGHTING
 - D. FIELD LIGHTING
 - ☒ E. GRASS FIELD QUALITY
 - F. INFIELD QUALITY
 - G. BATHROOM(S)
 - ☒ H. COMMUNITY BUILDING
 - I. LACK OF ACTIVITIES
 - J. ACCESSIBILITY
- ✓ ☒ K. Bathrooms
- ✓ ☒ L. Kitchen
- children's Dance Classes

Hello I am Ms Tammy Kemp. I use the park regularly for dance, cheer and modeling.

- Adult
- Children's

Interested in the community building for dance classes. A floating floor to protect the dancers knees and feet. A mirror would be ideal for instruction. We support your efforts to renovate Mas Fukai Park.

Tel: 877 DAN-NCE1

Email: onyourtoessstudios@gmail.com

Ms Tammy Kemp
Dance Director

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS


1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
 - A. SOFTBALL / BASEBALL
 - B. PICNICKING
 - C. BASKETBALL
 - D. TOT LOT
 - E. JOGGING
 - ☒ F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
 - A. PICKLEBALL
 - ☒ B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
 - C. EXERCISE STATIONS
 - D. OTHER _____
3. HOW DO YOU GET TO THE PARK?
 - A. WALK
 - B. BIKE
 - ☒ C. CAR
 - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
 - A. ONE BLOCK
 - B. A COUPLE OF BLOCKS
 - C. ¼ MILE
 - D. ½ MILE
 - ☒ E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
 - A. TOT LOT SAFETY
 - B. BASKETBALL EQUIPMENT
 - C. AREA LIGHTING
 - D. FIELD LIGHTING
 - E. GRASS FIELD QUALITY
 - F. INFIELD QUALITY
 - G. BATHROOM(S)
 - ☒ H. COMMUNITY BUILDING
 - I. LACK OF ACTIVITIES
 - J. ACCESSIBILITY

Ballet class needs mirrors on the wall bars to hold on while they learn ballet moves & a nice children love that class can't wait to come back

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
 - A. SOFTBALL / BASEBALL
 - B. PICNICKING
 - C. BASKETBALL
 - ☒ D. TOT LOT
 - E. JOGGING
 - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
 - A. PICKLEBALL
 - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
 - C. EXERCISE STATIONS
 - ☒ D. OTHER _____
3. HOW DO YOU GET TO THE PARK?
 - A. WALK
 - B. BIKE
 - ☒ C. CAR
 - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
 - A. ONE BLOCK
 - B. A COUPLE OF BLOCKS
 - C. ¼ MILE
 - ☒ D. ½ MILE
 - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
 - ☒ A. TOT LOT SAFETY
 - B. BASKETBALL EQUIPMENT
 - C. AREA LIGHTING
 - D. FIELD LIGHTING
 - E. GRASS FIELD QUALITY
 - F. INFIELD QUALITY
 - G. BATHROOM(S)
 - H. COMMUNITY BUILDING
 - I. LACK OF ACTIVITIES
 - J. ACCESSIBILITY

- 
- We need some shade in play area.
 - Clean toilet for adult and kids.
 - Small splash.

MAS FUKAI MASTER PLAN

PUBLIC INPUT QUESTIONS

1. DO YOU ACTIVELY USE MAS FUKAI PARK FOR ANY ACTIVITIES? YES OR NO. IF YES, CHECK WHICH ONES.
 - A. SOFTBALL / BASEBALL
 - B. PICNICKING
 - C. BASKETBALL
 - D. TOT LOT
 - E. JOGGING
 - F. COMMUNITY BUILDING ACTIVITIES
2. WHAT ACTIVITIES NOT CURRENTLY AVAILABLE AT THE PARK WOULD YOU LIKE TO SEE?
 - A. PICKLEBALL
 - B. GROUP AREA DESIGNATED FOR YOGA / TAI CHI / ZUMBA / ETC.
 - C. EXERCISE STATIONS
 - D. OTHER _____
3. HOW DO YOU GET TO THE PARK?
 - A. WALK
 - B. BIKE
 - C. CAR
 - D. BUS OR FACILITATED TRANSPORTATION
4. HOW FAR DO YOU LIVE FROM THE PARK?
 - A. ONE BLOCK
 - B. A COUPLE OF BLOCKS
 - C. ¼ MILE
 - D. ½ MILE
 - E. I LIKE THE DRIVE
5. WHAT MOST CONCERNS YOU ABOUT THE CURRENT PARK? 1=HIGHEST...10=LOWEST
 - A. TOT LOT SAFETY
 - B. BASKETBALL EQUIPMENT
 - C. AREA LIGHTING
 - D. FIELD LIGHTING
 - E. GRASS FIELD QUALITY
 - F. INFIELD QUALITY
 - G. BATHROOM(S)
 - H. COMMUNITY BUILDING
 - I. LACK OF ACTIVITIES
 - J. ACCESSIBILITY

BADMITTON OVERLAY

MOVE (3) PICKLEBALL
COURTS TOWARDS
BALL DIAMOND.
REMOVE (2) TREES
& KEEP (2) B-BALL
COURTS

8. Is it possible to widen the pavements around the park? I walk around the park daily every morning for years and noticed there are many walkers doing the same thing. As such wider pavements would enhanced the experience of walking around the park.
9. Can the proposed pickle ball court be doubled as a badminton court. Badminton is very popular @ Lee Arthur Johnson park.

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, November 22, 2021 7:11:48 PM
Last Modified: Monday, November 22, 2021 7:13:07 PM
Time Spent: 00:01:18
IP Address: 64.201.101.66

Page 1

Q1**Jogging/Exercise**

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2

Other (please specify):

What activities not currently available at the park would you like to see?

Walking trail

Q3**Walk**

How do you get to the park?

Q4**1/4 Mile**

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	4
Basketball Equipment	3
Area Lighting	6
Field Lighting	7
Grass/Field Quality	8
Infield Quality	9
Public Restrooms	5
Community Building	1
Lack of Activities	N/A
Accessibility	2

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

#2

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, November 22, 2021 7:24:35 PM
Last Modified: Monday, November 22, 2021 7:27:18 PM
Time Spent: 00:02:42
IP Address: 23.243.155.215

Page 1

Q1 Community Building Activities

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2 Pickleball

What activities not currently available at the park would you like to see?

Q3 Walk, Bike

How do you get to the park?

Q4 1/2 Mile

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	N/A
Basketball Equipment	N/A
Area Lighting	N/A
Field Lighting	N/A
Grass/Field Quality	N/A
Infield Quality	N/A
Public Restrooms	N/A
Community Building	N/A
Lack of Activities	1
Accessibility	N/A

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Pickleball is the fastest growing sport in America. It will bring a lot of people to Gardena to spend \$\$ at restaurants etc.

Q7

Please provide contact information for updates about the project.

Name	Tish McCauley
ZIP/Postal Code	90247
Email Address	tishmccauley@gmail.com
Phone Number	3107101797

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, November 22, 2021 7:44:17 PM
Last Modified: Monday, November 22, 2021 7:48:02 PM
Time Spent: 00:03:44
IP Address: 23.243.155.113

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Picnicking ,
Tot Lot ,
Jogging/Exercise,
Other (please specify):
Ballet and dance classes

Q2

What activities not currently available at the park would you like to see?

Other (please specify):
Dance classes for kids

Q3

How do you get to the park?

Walk,
Car

Q4

How far do you live from the park?

Live in Gardena

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	2
Basketball Equipment	10
Area Lighting	4
Field Lighting	5
Grass/Field Quality	6
Infield Quality	7
Public Restrooms	3
Community Building	8
Lack of Activities	1
Accessibility	9

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Please return back ballet and dance classes

Q7

Please provide contact information for updates about the project.

Name	Carla
ZIP/Postal Code	90247
Email Address	karla16aa@yahoo.com
Phone Number	3238967485

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, November 22, 2021 9:00:07 PM
Last Modified: Monday, November 22, 2021 9:08:42 PM
Time Spent: 00:08:35
IP Address: 172.58.25.24

Page 1

Q1 **Jogging/Exercise**

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2 **Exercise Stations**

What activities not currently available at the park would you like to see?

Q3 **Walk**

How do you get to the park?

Q4 **1/2 Mile**

How far do you live from the park?

Q5
What most concerns you about the park in its current conditions?

Basketball Equipment	N/A
Area Lighting	5
Infield Quality	N/A
Public Restrooms	2
Community Building	7
Lack of Activities	6
Accessibility	8

Q6
Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

No

Q7

Please provide contact information for updates about the project.

Name	CLAUDIA SANCHEZ
ZIP/Postal Code	90247
Email Address	marpatnat.13@gmail.com
Phone Number	4247026255

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, November 22, 2021 10:27:56 PM
Last Modified: Monday, November 22, 2021 10:29:35 PM
Time Spent: 00:01:38
IP Address: 172.58.24.14

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Softball/Baseball ,
Picnicking ,
Jogging/Exercise,
Community Building Activities

Q2

What activities not currently available at the park would you like to see?

Group exercise area for yoga/ tai chi/Zumba,
Exercise Stations,
Other (please specify):
Teen camps for middle / high school kids

Q3

How do you get to the park?

Walk,
Car

Q4

How far do you live from the park?

Live in Gardena

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	6
Basketball Equipment	8
Area Lighting	1
Field Lighting	4
Grass/Field Quality	7
Infield Quality	9
Public Restrooms	2
Community Building	5
Lack of Activities	10
Accessibility	3

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, November 22, 2021 10:46:54 PM
Last Modified: Monday, November 22, 2021 10:49:34 PM
Time Spent: 00:02:39
IP Address: 104.11.141.250

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Tot Lot ,
Jogging/Exercise

Q2

What activities not currently available at the park would you like to see?

Group exercise area for yoga/ tai chi/Zumba,
Exercise Stations

Q3

How do you get to the park?

Walk,
Bike,
Car

Q4

How far do you live from the park?

A couple of blocks

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	2
Basketball Equipment	1
Area Lighting	5
Field Lighting	3
Grass/Field Quality	7
Infield Quality	4
Public Restrooms	8
Community Building	9
Lack of Activities	6
Accessibility	10

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Please contact a exterminator. I went twice in a week and got bit up amid did my daughter playing in the jungle gym

Q7

Please provide contact information for updates about the project.

Name	Brenda
ZIP/Postal Code	90247
Email Address	bd33135@gmail.com
Phone Number	3237168353

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, November 22, 2021 11:48:47 PM
Last Modified: Monday, November 22, 2021 11:52:52 PM
Time Spent: 00:04:05
IP Address: 76.89.93.182

Page 1

Q1**Tot Lot**

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2**Exercise Stations,**

What activities not currently available at the park would you like to see?

Other (please specify):
Walking track

Q3**Car**

How do you get to the park?

Q4**1/2 Mile**

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	8
Area Lighting	6
Field Lighting	7
Infield Quality	1
Public Restrooms	3
Lack of Activities	10
Accessibility	2

Q6**Respondent skipped this question**

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Please provide contact information for updates about the project.

Name	Sherelle Diggs
ZIP/Postal Code	90247
Email Address	sjnbumpass@gmail.com
Phone Number	3107227557

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 23, 2021 6:46:37 AM
Last Modified: Tuesday, November 23, 2021 6:48:56 AM
Time Spent: 00:02:18
IP Address: 162.233.102.95

Page 1

Q1 Softball/Baseball

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2 Pickleball

What activities not currently available at the park would you like to see?

Q3 Walk

How do you get to the park?

Q4 A couple of blocks

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	1
Basketball Equipment	3
Area Lighting	6
Field Lighting	7
Grass/Field Quality	10
Infield Quality	9
Public Restrooms	8
Community Building	5
Lack of Activities	4
Accessibility	2

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 23, 2021 7:03:05 AM
Last Modified: Tuesday, November 23, 2021 7:06:31 AM
Time Spent: 00:03:25
IP Address: 23.243.147.111

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Other (please specify):

Playground

Q2

What activities not currently available at the park would you like to see?

Respondent skipped this question

Q3

How do you get to the park?

Walk,

Car

Q4

How far do you live from the park?

Live in Gardena

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	2
Basketball Equipment	N/A
Area Lighting	N/A
Field Lighting	N/A
Grass/Field Quality	3
Infield Quality	N/A
Public Restrooms	4
Community Building	1
Lack of Activities	N/A
Accessibility	N/A

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

An enclosure around the playground area would be nice. Little kids are quite tempted by the basketball court.

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 23, 2021 11:57:53 AM
Last Modified: Tuesday, November 23, 2021 12:00:05 PM
Time Spent: 00:02:11
IP Address: 174.193.133.178

Page 1

Q1

Jogging/Exercise

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2

Group exercise area for yoga/ tai chi/Zumba,
Exercise Stations

What activities not currently available at the park would you like to see?

Q3

Walk

How do you get to the park?

Q4

A couple of blocks

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Public Restrooms	1
Lack of Activities	2

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Please provide contact information for updates about the project.

Name	Eric Hayashi
ZIP/Postal Code	90247
Email Address	scubadivere@gmail.com
Phone Number	2134539395

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 23, 2021 12:26:48 PM
Last Modified: Tuesday, November 23, 2021 12:30:37 PM
Time Spent: 00:03:49
IP Address: 108.206.65.29

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Other (please specify):

I grew up @ this park. Flag football, YMCA Indian Guide Pow Wows, Basketball, Softball, Carom boards and attending the carnivals there.

Q2

What activities not currently available at the park would you like to see?

**Group exercise area for yoga/ tai chi/Zumba,
Exercise Stations**

Q3

How do you get to the park?

**Walk,
Bike,
Car**

Q4

How far do you live from the park?

Live in Gardena

Q5

What most concerns you about the park in its current conditions?

Respondent skipped this question

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Respondent skipped this question

Q7

Please provide contact information for updates about the project.

Name	Randy Tanaka
ZIP/Postal Code	90247
Email Address	blackssab@aol.com
Phone Number	3104938393

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 23, 2021 12:45:55 PM
Last Modified: Tuesday, November 23, 2021 12:47:32 PM
Time Spent: 00:01:37
IP Address: 47.181.159.134

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Picnicking ,
Tot Lot ,
Jogging/Exercise

Q2

What activities not currently available at the park would you like to see?

Exercise Stations,
 Other (please specify):
 Jogging track

Q3

How do you get to the park?

Walk

Q4

How far do you live from the park?

Within One Block

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	2
Basketball Equipment	6
Area Lighting	1
Field Lighting	5
Grass/Field Quality	8
Infield Quality	9
Public Restrooms	3
Community Building	10
Lack of Activities	7
Accessibility	4

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 23, 2021 5:01:29 PM
Last Modified: Tuesday, November 23, 2021 5:06:24 PM
Time Spent: 00:04:54
IP Address: 76.170.183.134

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Picnicking ,
Basketball,
Tot Lot ,
Jogging/Exercise

Q2

What activities not currently available at the park would you like to see?

Exercise Stations,
Other (please specify):
Splash pad

Q3

How do you get to the park?

Walk

Q4

How far do you live from the park?

Within One Block

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	N/A
Basketball Equipment	N/A
Area Lighting	N/A
Field Lighting	N/A
Grass/Field Quality	N/A
Infield Quality	N/A
Public Restrooms	N/A
Community Building	N/A
Lack of Activities	N/A
Accessibility	N/A

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

During the day the restrooms should be open for the kids..Park staff should check the play area to make sure it's clean..My kid picked up a used condom,thinking it was a balloon.

Q7

Please provide contact information for updates about the project.

Name	Taniecsha Waller
ZIP/Postal Code	90247
Email Address	Taniecshawaller@yahoo.com
Phone Number	3104843730

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 23, 2021 5:34:57 PM
Last Modified: Tuesday, November 23, 2021 5:37:22 PM
Time Spent: 00:02:25
IP Address: 76.170.180.15

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Picnicking ,
Jogging/Exercise

Q2

What activities not currently available at the park would you like to see?

Group exercise area for yoga/ tai chi/Zumba,
Exercise Stations

Q3

How do you get to the park?

Car

Q4

How far do you live from the park?

Live in Gardena

Q5

What most concerns you about the park in its current conditions?

Lack of Activities

10

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Respondent skipped this question

Q7

Please provide contact information for updates about the project.

Name	Peggy Morgan
ZIP/Postal Code	90248
Email Address	pj.morgan63@gmail.com
Phone Number	310-515-4745

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 23, 2021 6:15:36 PM
Last Modified: Tuesday, November 23, 2021 6:21:05 PM
Time Spent: 00:05:28
IP Address: 76.93.62.180

Page 1

Q1**Tot Lot**

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2**Group exercise area for yoga/ tai chi/Zumba**

What activities not currently available at the park would you like to see?

Q3**Walk**

How do you get to the park?

Q4**A couple of blocks**

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety

10**Q6**

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Gating the playground. Having a door or gate on the entrance on the corner of Normandy Ave.

Q7

Please provide contact information for updates about the project.

Name	Lily
ZIP/Postal Code	90247
Email Address	lizeth8a.yahoo.com
Phone Number	3104693077

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, November 25, 2021 12:03:27 AM
Last Modified: Thursday, November 25, 2021 12:12:03 AM
Time Spent: 00:08:35
IP Address: 172.58.22.237

Page 1

Q1**Jogging/Exercise**

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Q2**Group exercise area for yoga/ tai chi/Zumba,**

What activities not currently available at the park would you like to see?

Exercise Stations,

Other (please specify):

badminton court

Q3**Walk**

How do you get to the park?

Q4**1/2 Mile**

How far do you live from the park?

Q5

What most concerns you about the park in its current conditions?

Community Building

10**Q6**

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

- a) Building powered by solar panels. Savings apply to park programs.
- b) Wider pavements around the park.
- c) Exercise station that facilitates stretching.
- d) Reflexology pebble stone foot walking path.

Q7

Please provide contact information for updates about the project.

Name	Tuck Lye
ZIP/Postal Code	90247
Email Address	TuckHLye@gmail.com
Phone Number	18575749868

#17

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, November 26, 2021 3:53:22 PM
Last Modified: Friday, November 26, 2021 3:56:16 PM
Time Spent: 00:02:53
IP Address: 99.165.116.254

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Other (please specify):

I use other parks

Q2

What activities not currently available at the park would you like to see?

Group exercise area for yoga/ tai chi/Zumba**Q3**

How do you get to the park?

Walk**Q4**

How far do you live from the park?

A couple of blocks**Q5**

What most concerns you about the park in its current conditions?

Tot Lot Safety	1
Basketball Equipment	2
Area Lighting	4
Field Lighting	3
Grass/Field Quality	8
Infield Quality	5
Public Restrooms	7
Community Building	6
Lack of Activities	10
Accessibility	9

Q6

Respondent skipped this question

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Respondent skipped this question

Please provide contact information for updates about the project.

#18

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, November 27, 2021 11:34:43 AM
Last Modified: Saturday, November 27, 2021 11:37:57 AM
Time Spent: 00:03:13
IP Address: 98.148.64.161

Page 1

Q1 Other (please specify):
Do you actively use Mas Fukai Park for any activities? If Yes, check which ones. No

Q2 Other (please specify):
What activities not currently available at the park would you like to see? N/a

Q3 Car
How do you get to the park?

Q4 Live in Gardena
How far do you live from the park?

Q5
What most concerns you about the park in its current conditions?

Area Lighting	2
Field Lighting	1
Grass/Field Quality	5
Lack of Activities	3

Q6 Respondent skipped this question
Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

Q7

Please provide contact information for updates about the project.

Name	Betty hill
ZIP/Postal Code	90249
Email Address	jeanehill@aol.com
Phone Number	3105325748

#19

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, November 30, 2021 4:55:40 PM
Last Modified: Tuesday, November 30, 2021 5:01:56 PM
Time Spent: 00:06:16
IP Address: 76.170.162.94

Page 1

Q1

Do you actively use Mas Fukai Park for any activities? If Yes, check which ones.

Softball/Baseball ,
Picnicking ,
Jogging/Exercise

Q2

What activities not currently available at the park would you like to see?

Pickleball ,
 Other (please specify):
 Would love to take my dog legally

Q3

How do you get to the park?

Walk

Q4

How far do you live from the park?

Within One Block

Q5

What most concerns you about the park in its current conditions?

Tot Lot Safety	9
Basketball Equipment	N/A
Area Lighting	6
Field Lighting	3
Grass/Field Quality	4
Infield Quality	2
Public Restrooms	5
Community Building	1
Lack of Activities	8
Accessibility	7

Q6

Is there any additional information that you would like us to know about suggested improvements to Mas Fukai Park?

If I were to build a new fence today and I used chain link, I'd be fined by the city. It looks terrible, feels unwelcoming and doesn't contribute towards the community that Gardena is. I am at a loss how this beautiful park is surrounded by chain link.

Q7

Please provide contact information for updates about the project.

Name	Richard Magana
ZIP/Postal Code	91247
Email Address	rick.m.magana@gmail.com
Phone Number	8185316634

ATTACHMENT B

Drafted Agreement

CITY OF GARDENA CONSULTANT AGREEMENT WITH XYZ

This Agreement is entered into this _____ day of _____, 2022, by and between the **City of Gardena**, a municipal corporation ("City") and **XYZ**, a [state] [type of entity] ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:

- A. Whereas, City is desirous of obtaining professional consultant services to develop a design landscape architectural/architectural and engineering services for Mas Fukai Park Improvements;
- B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
- C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
- D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement

is terminated by City for cause, other than lack of funding, or by Consultant without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the City's Request for Proposal (RFP), Exhibit A, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid to City's RFP, which is incorporated herein as Exhibit B. In the event of any inconsistency between the terms of the proposal and this Agreement, it shall be resolved by giving precedence in the following order: (a) The Agreement (b) Exhibit A (c) Exhibit B.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by

this Agreement. City, in its sole discretion, may extend the time for performance of any Service.

9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement shall be continuously monitored by the General Services Director/City Engineer. Consultant shall be notified in writing of any deficiency in the performance of this Agreement in a timely manner by the General Services Director/City Engineer. Consultant shall have five (5) business days from receipt of the notification to cure any deficiency to the reasonable satisfaction of the General Services Director/City Engineer. All costs for such corrections shall be borne by Consultant and shall not increase Consultant's fees due hereunder. Should the General Services Director/City Engineer determine that Consultant has not performed its obligation as stated in this Agreement in a satisfactory manner, City may terminate this Agreement for cause as specified in Section 2 above.

10. **COMPENSATION.** Consultant shall be compensated as follows:

- A. Amount. City shall compensate Consultant for services rendered pursuant to this Agreement at the rate specified in the attached fee proposal hereto and incorporated herein by reference. In no event shall compensation under this Agreement exceed [REDACTED] and 00/00 (\$###.##) without the prior written authorization of the City Council.
- B. Invoices and Payment. Payment by City to Consultant shall be made upon receipt and approval of invoices for Services rendered. For payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced. City shall review the invoices to determine whether services performed, and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or City shall provide Consultant with a written statement objecting to the charges and stating the reasons therefor. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- C. Expenses. Consultant shall not be entitled to any additional compensation for expenses.

11. **INSURANCE REQUIREMENTS.**

- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverages required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall

be subject to all the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
 - 1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
 - 2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
 - 3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
 - 4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.

5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
- d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
- e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of

losses and related investigations, claim administration and defense expenses.

- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence,

recklessness, or misconduct of Consultant. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

13. **COOPERATION.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
14. **INDEPENDENT CONTRACTOR.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall 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. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
15. **PERS ELIGIBILITY INDEMNIFICATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.

18. **CONFIDENTIALITY CLAUSE.** Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge,

publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

19. NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.

20. WAIVER OR BREACH. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

21. COMPLIANCE WITH LAWS. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

22. CONFLICT OF INTEREST AND REPORTING. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

23. NON-DISCRIMINATION. Consultant covenants there shall be no discrimination

based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.

24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.
25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.
26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
 1700 West 162nd Street
 Gardena, California 90247
 Attn: Allan Rigg
 Director of Public Works

To Consultant: XYZ
 Address
 XXXX, CA #####
 Attn: Name
 Tittle

Notices shall be deemed to have been served upon the date of personal service or three (3) working days after the same has been deposited in the United States Postal Service.

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.
28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware

that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

30. MAINTENANCE OF RECORDS. Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:

- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
- B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

31. BINDING EFFECT. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

32. GOVERNING LAW. This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

33. SECTION HEADINGS. The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

34. AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

35. ATTORNEY'S FEES. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover

attorney's fees and court costs from the opposing party.

36. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.
37. **SEVERABILITY.** 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.
38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

CONSULTANT – XYZ

Tasha Cerda, Mayor

Name

ATTEST:

Sign:

Title:

Mina Semenza, City Clerk

Name

APPROVED AS TO FORM:

Sign:

Title:

Carmen Vasquez, City Attorney