



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: www.cityofgardena.org

Tuesday, March 22, 2022

Closed Session 7:00 p.m.

Open Session 7:30 p.m.

TASHA CERDA, *Mayor*

RODNEY G. TANAKA, *Mayor Pro Tem*

PAULETTE C. FRANCIS, *Council Member*

ART KASKANIAN, *Council Member*

MARK E. HENDERSON, *Council Member*

MINA SEMENZA, *City Clerk*

J. INGRID TSUKIYAMA, *City Treasurer*

CLINT OSORIO, *City Manager*

CARMEN VASQUEZ, *City Attorney*

LISA KRANITZ, *Assistant City Attorney*

PETER L. WALLIN, *Deputy City Attorney*

In order to minimize the spread of the COVID 19 virus Governor Newsom has signed AB 361. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at [youtube.com/CityofGardena](https://www.youtube.com/CityofGardena)
2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
 - <https://us02web.zoom.us/j/85879189796>
Phone number: US: +1 669 900 9128, Meeting ID: 858 7918 9796
Press *9 to Raise your Hand and *6 to unmute when prompted.
 - If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email bromero@cityofgardena.org at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

The City of Gardena thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

- Treat everyone **courteously**;
- Listen to others **respectfully**;
- Exercise **self-control**;
- Give **open-minded** consideration to all viewpoints;
- Focus on the issues and **avoid personalizing debate**; and
- **Embrace respectful disagreement** and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

Thank you for your attendance and cooperation

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

The City Council will hear from the public only on the items that have been described on this agenda (GC §54954.3)

2. CLOSED SESSION

2.A CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Clint Osorio, City Manager

Employee Organizations:

1. Gardena Police Officers Association (GPOA), Matt Hassoldt, Association President
2. Gardena Management Employees Organization (GMEO), Vicky L. Barker, Attorney
3. Gardena Municipal Employees Association (GMEA), Fred G. Quiel, Attorney
4. Confidential / Unrepresented Employees

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

Presented by Mayor Pro Tem Rodney G. Tanaka

5. PRESENTATIONS

6. PROCLAMATIONS

6.A "Fair Housing Month," April 2022

[Fair Housing Month Proclamation 2022.pdf](#)

7. APPOINTMENTS

8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC- Roll Call Vote Required On The Consent Calendar

All matters listed under the Consent Calendar will be enacted by one motion unless a Council Member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

- 8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be Read by Title Only
CONTACT: CITY CLERK
- 8.B Approve Minutes:
Regular Meeting of the City Council, March 8, 2022
CONTACT: CITY CLERK
[03082022 REGULAR Minutes Gardena CC Meeting - FINAL.pdf](#)
- 8.C Personnel Report P-2022-6 3-22-22
CONTACT: HUMAN RESOURCES
[PERS RPT P-2022-6 3-22-22.doc](#)
- 8.D Approval of Warrants/Payroll Register, March 22, 2022
CONTACT: CITY TREASURER
[Consent Calendar Memo 03-22-22.pdf](#)
- 8.E [RESOLUTION NO. 6567](#), Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency
CONTACT: CITY MANAGER
[Resolution No. 6567.pdf](#)
- 8.F [RESOLUTION NO. 6568](#), Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws.
CONTACT: CITY MANAGER
[RESO NO 6568.pdf](#)
- 8.G [Annual Housing Element Progress Report 2021](#)
CONTACT: COMMUNITY DEVELOPMENT
[2021 Annual Housing Element Progress Report](#)
- 8.H [Award Construction Contract for Installation of GTrans On-Street Bus Signal Priority System Project, JN 510, to Elecnor Belco Electric, Inc. for \\$83,693.00, and Authorize a Project Total of \\$96,247](#)
CONTACT: TRANSPORTATION
[Attachment 1 - JN 510 Project Plans.pdf](#)
[Attachment 2 - JN 510 Project Specs.pdf](#)
[Attachment 3 - JN 510 CEQA Notice Of Exemption.pdf](#)
[Attachment 4 - JN 510 Project Location Map.pdf](#)
[GTrans BSP Sample Signal Equipment.pdf](#)
[BSP Operational Diagram.pdf](#)

9. **EXCLUDED CONSENT CALENDAR**

10. **PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET**

10.A March 15, 2022 MEETING

Conditional Use Permit #1-22

The Planning Commission considered CUP #1-22 to allow the on-site sale and consumption of beer and wine to an existing restaurant located in the General Commercial (C-2) zone, per section 18.30.030.A of the Gardena Municipal Code and direct staff to file a Notice of Exemption as an existing facilities project.

Commission Action: The Planning Commission approved Resolution No. PC 6-22, approving Conditional Use Permit #1-22 subject to the attached Conditions of Approval and directing staff to file a Notice of Exemption to CEQA Section 15061(b)(3).

City Council Action: Receive and file or Call for Review (By way of two votes from the City Council)

10.B March 15, 2022 Meeting

Conditional Use Permit #2-22

The Planning Commission considered CUP #2-22 to allow the on-site sale and consumption of beer and wine to an existing restaurant located in the General Commercial (C-2) zone, per section 18.30.030.A of the Gardena Municipal Code and direct staff to file a Notice of Exemption as an existing facilities project.

Commission Action: The Planning Commission approved Resolution No. PC 7-22, approving Conditional Use Permit #2-22 subject to the attached Conditions of Approval and directing staff to file a Notice of Exemption to CEQA Section 15061(b)(3).

City Council Action: Receive and File or Call for Council Review (By way of two votes from the City Council)

[CLICK HERE to review the complete Planning Commission Packet](#)
[PEQC Action Sheet March 15, 2022](#)

ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)

Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.

11. **DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES**

- 11.A [RESOLUTION NO. 6565, Approving the Unrepresented Positions to Share the Costs of the Employer Contribution Pursuant to Government Code Section 20516.](#)

Staff Recommendation: Adopt Resolution No. 6565

[Resolution No. 6565 - CalPERS Cost-Sharing Unrepresented Positions.pdf](#)

12. **DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT**

- 12.A [PUBLIC HEARING: RESOLUTION 6570, Upholding the Decision of the Planning Commission Approving Site Plan Review #5-21, Conditional Use Permit #5-21, and Conditional Use Permit #6-21 to Develop a 121-Unit Single Room Occupancy Housing Development, with Seven Very Low Income Units, and Two, Six-Tier Automated Parking Structures on a One-Acre Property in the M-1 \(Industrial\) Zone with, and Directing Staff to File A Notice Of Exemption for a Class 32 In-Fill Development](#)

[APPLICANT: West Realty Group, Inc., Lee Johnson](#)

[LOCATION: 13126 South Western Avenue](#)

Staff Recommendation: Conduct a Public Hearing; allow three (3) minutes for Public Comment; Adopt Resolution No. 6570

[Agenda Staff Report.pdf](#)

[Attachment A - Architectural Plans .pdf](#)

[Attachment B - Planning Commission packet dated February 15, 2022](#)

[Attachment C - Resolution No. 6570 with Exhibits.pdf](#)

13. **DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES**

- 13.A [COVID-19 Update](#)

14. **DEPARTMENTAL ITEMS - POLICE**

15. **DEPARTMENTAL ITEMS - PUBLIC WORKS**

- 15.A [Approve Amended and Restated Franchise Agreement between the City of Gardena and Waste Resources of Gardena for Integrated Solid Waste Management Services, and Direct Staff to Commence Majority Process Proceedings for Approval of the Rates and Rate Adjustments set forth in the Agreement](#)

Staff Recommendation:

- **Approve Amended and Restated Waste Hauler Franchise Agreement with Waste Resources of Gardena**
- **Authorize Staff to proceed with Majority Protest Process**

[Final City of Gardena Amended and Restated Solid Waste Agmt 3.15.22.pdf](#)

- 15.B [Approve the Proposed Conceptual Design to proceed with the Final Design and Construction Document Phase of the Gardena Community Aquatic and Senior Center, JN 978.](#)

Staff Recommendations: Approve the Proposed Conceptual Design

[JN 978 Project Location Map.pdf](#)

[Gardena Community Aquatics Senior Center - Conceptual Plan 3.15.22.pdf](#)

16. **DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES**

17. **DEPARTMENTAL ITEMS - TRANSPORTATION**

- 17.A Approve Purchase of Seven (7), 40-foot Zero-Emission Battery Electric Buses for \$7,740,208 and Authorize Program Total of \$8,514,229

Staff Recommendation: Approve Purchase and Program Total

[Quote Letter GTrans BEB 20220314.pdf](#)

[Gardena CA \(7\) 40' Electric Buses off WA Contract - 3-14-22.pdf](#)

[Gillig Bus Model Specifications.pdf](#)

[WATransitBusCPA_GTrans FINAL.pdf](#)

18. **COUNCIL ITEMS**

19. **COUNCIL DIRECTIVES**

20. **CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS**

21. **COUNCIL REMARKS**

1. COUNCIL MEMBER HENDERSON
2. COUNCIL MEMBER FRANCIS
3. MAYOR PRO TEM TANAKA
4. MAYOR CERDA
5. COUNCIL MEMBER KASKANIAN

22. **ANNOUNCEMENT(S)**

23. **REMEMBRANCES**

Daisy Bynum; 87 years of age, beloved mother of Dianne Dent from the Recreation & Human Services Department; **The Honorable Mayor Emeritus Edmond J. Russ**; 93 years of age. He was elected to the Gardena City Council as a Councilmember in 1968, and was elected as the Mayor from 1969-1970 and 1974-1982. There is so much that can be said about Mr. Russ and the many things he did for the City. One thing you might take notice of is when you are transitioning on the 91 freeway, take a look at the sign at the merging directions, it says "*Edmond J. Russ Interchange*," he helped bring the 91 freeway into Gardena in the early 1980's. He will be greatly missed.

24. **ADJOURNMENT**

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, April 12, 2022.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.

Dated this 18th day of March, 2022

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/s/ MINA SEMENZA
MINA SEMENZA, City Clerk



PROCLAMATION

Whereas, one of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and

Whereas, this promise made to us by the Nation's Fair Housing Law, requires that all people be treated equally in connection with the sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status, or religion; and

Whereas, 2022 marks the 54th Anniversary of the Federal Fair Housing Act – this original legislation targeted the elimination of housing discrimination in America; and

Whereas, since the adoption of the fair housing legislation in April 1968, the month of April has been designated as Fair Housing Month; and further, each year, the U.S. Department of Housing and Urban Development and the Fair Housing Foundation have organized events and activities to focus attention on the issue of equal opportunity in housing; and

Now, Therefore, I, TASHA CERDA, MAYOR OF THE CITY OF GARDENA, CALIFORNIA, do hereby proclaim **APRIL 2022**, to be

FAIR HOUSING MONTH

in the City of Gardena and call upon each citizen of this community to support fair housing and equal opportunity in housing efforts by putting into practice the principles of freedom, justice, and equality upon which this great nation was founded.

Tasha Cerda

MAYOR

Dated: **22nd day of March, 2022**

MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, March 8, 2022

In order to minimize the spread of the COVID 19 virus, Governor Newsom has signed Assembly Bill 361. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order at 7:03 PM on Tuesday, March 8, 2022, Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; and Council Member Paulette C. Francis; Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; and City Clerk Mina Semenza.

At 7:04 p.m., the City Council recessed into Closed Session via Microsoft Teams, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; Council Member Paulette C. Francis. Other City Officials and Employees present City Manager Clint Osorio and City Attorney Carmen Vasquez.

PUBLIC COMMENT ON CLOSED SESSION - None

2. CLOSED SESSION

2.A PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code section 54957(b)
Title: Police Sergeant

Mayor Cerda reconvened the meeting to the Regular Open Session at 7:34 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she stated that with regards to Item 2.A the City Council upheld the termination of the Police Sergeant on a vote of 5-0.

3. PLEDGE OF ALLEGIANCE

Ricky Hunt and Kenneth Sampilo led the Pledge of Allegiance. Both students currently attend Maria Regina Catholic School.

4. INVOCATION

Mayor Pro Tem Rodney G. Tanaka led the Invocation.

5. PRESENTATIONS - None

6. **PROCLAMATIONS** - *None*

7. **APPOINTMENTS** – *No Appointments were made*

8. **CONSENT CALENDAR**

- 8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be Read by Title Only

CONTACT: CITY CLERK

- 8.B Approve Minutes:

Regular Meeting of the City Council, February 22, 2022

CONTACT: CITY CLERK

- 8.C Approval of Warrants/Payroll Register, March 8, 2022

CONTACT: CITY TREASURER

March 8, 2022: Wire Transfer: 12132-12136; Check Nos. 166466 - 166620 – for a total Warrants issued in the amount of \$2,216,299.40 Total Payroll Issued for February 25, 2022: \$1,987,180.05.

- 8.D Monthly Portfolio, November 2021

CONTACT: CITY TREASURER

- 8.E Monthly Portfolio, December 2021

CONTACT: CITY TREASURER

- 8.F Monthly Portfolio, January 2022

CONTACT: CITY TREASURER

- 8.G Personnel Report P-2022-5 3-08-22

CONTACT: HUMAN RESOURCES

- 8.H RESOLUTION NO. 6563, Repealing Resolution No. 6438, and Adopting a New Conflict of Interest Code

CONTACT: CITY CLERK

RESOLUTION NO. 6563

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF GARDENA, CALIFORNIA, REPEALING
RESOLUTION NO. 6438, AND ADOPTING A NEW
CONFLICT OF INTEREST CODE

- 8.I RESOLUTION NO. 6564, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws.

CONTACT: CITY MANAGER

RESOLUTION NO. 6564

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO RE-AUTHORIZE THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE GARDENA CITY COUNCIL AND OTHER COMMISSIONS, COMMITTEES AND BOARDS SUBJECT TO STATE OPEN MEETING LAWS

- 8.J Approve Carnival Contract with Baque Bros Concessions/Classic Rides, Inc. for Spring Carnival at Mas Fukai Park on Friday April 15, Saturday, April 16, and Sunday, April 17, 2022.

CONTACT: RECREATION AND HUMAN SERVICES

- 8.K Approve Additional Funding of \$35,000 to Blanket Purchase Order for McCain Inc. to Purchase Traffic Control Products and Equipment.

CONTACT: PUBLIC WORKS

- 8.L Acceptance and Notice of Completion for Mas Fukai Park Improvements - Site and Shade Structure Reconstruction, and Fence Rehabilitation, JN 820.

CONTACT: PUBLIC WORKS

It was moved by Council Member Henderson, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Approve all Items on the Consent Calendar with the exception of Items 8.H, 8.J and 8.K:

Ayes: Council Member Henderson, Mayor Pro Tem Tanaka and Council Members Kaskanian, Francis, and Mayor Cerda

Noes: None

Absent: None

9. EXCLUDED CONSENT CALENDAR

- 8.H CITY CLERK – RESOLUTION NO. 6563, Repealing Resolution No. 6438, and Adopting a New Conflict of Interest Code

This Item was pulled by Council Member Francis – Council Member Kaskanian seconded it.

Council Member Francis asked if the Resolution was updated for the positions that have been added and inquired why the document stated not fully executed. City Attorney Vasquez answered all of Council Member Francis' questions.

- 8.J RECREATION AND HUMAN SERVICES - Approve Carnival Contract with Baque Bros Concessions/Classic Rides, Inc. for Spring Carnival at Mas Fukai Park on Friday April 15, Saturday, April 16, and Sunday, April 17, 2022.

This Item was pulled by Council Member Francis

Council Member Francis asked about the maintenance of the rides, and if they are being checked regularly. Also inquired about security at the carnival; Council Member Kaskanian asked about mandating the COVID 19 Protocol, and the Certificate of Insurance that was not included with the contract. City Manager Osorio and City Manager Vasquez answered all questions.

- 8.K PUBLIC WORKS - Approve Additional Funding of \$35,000 to Blanket Purchase Order for McCain Inc. to Purchase Traffic Control Products and Equipment.

This Item was pulled by Council Member Francis

Council Member Francis asked about the additional funding. City Manager Osorio explained the need for the additional funding.

It was moved by Council Member Francis, seconded by Council Member Kaskanian, and carried by the following roll call vote to Approve Items 8.H, 8.J and 8.K:

Ayes: Council Members Francis and Kaskanian, Mayor Pro Tem Tanaka and Council Member Henderson, and Mayor Cerda

Noes: None

Absent: None

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

- 10.A March 1, 2022 MEETING – ***Meeting Cancelled***

ORAL COMMUNICATIONS

City Clerk Semenza indicated that an email from Jorge Castro was submitted as a public comment, but when it was opened there was no content.

11. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES – No Items

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

- 12.A PUBLIC HEARING: RESOLUTION 6566, Upholding the Decision of the Planning Commission and Approving Site Plan Review #4-21 for the Construction of a New 3,720 Square-Foot Multi-Tenant Commercial Building with a Drive-Thru in the Commercial (C-2) and Mixed-Use Overlay Zones and Directing Staff to file a Notice of Exemption for New Construction of Small Structures
APPLICANT: Sarah Withers LOCATION: 15106 South Western Avenue

RESOLUTION NO. 6566

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, UPHOLDING THE DECISION OF THE PLANNING COMMISSION AND APPROVING SITE PLAN REVIEW #4-21 FOR THE CONSTRUCTION OF A NEW 3,720 SQUARE-FOOT MULTI-TENANT COMMERCIAL BUILDING WITH A DRIVE-THRU IN THE COMMERCIAL AND MIXED-USE OVERLAY ZONES AND DIRECTION TO STAFF TO FILE A NOTICE OF EXEMPTION
(15106 South Western Avenue) (APN # 6103018027)

City Manager Osorio presented Staff Report.

Senior Planner Amanda Acuna gave the PowerPoint presentation and was available for any questions. Assistant City Attorney Lisa Kranitz and Community Development Director Greg Tsujiuchi were also available for any questions.

Mayor Cerda opened the Public Hearing at 8:07 p.m. and asked if there were any comments from the public.

There was a discussion that included our Mayor and our Council Members. Some of the items discussed were traffic, parking, if the company will locally hire; if the nearby residents were informed, and if the land is clear from contamination. Sara Withers, the Applicant came into the meeting and answered all of Council's questions.

Assistant City Attorney Kranitz suggested adding three conditions regarding traffic; 1) if a cue passes 7, a staff member could direct traffic to prevent stacking on Marine. 2) Site Plan approval should be subject to approval of the Planning Commission; and 3) Signage should be placed on the driveway. The Applicant then explained that this type of drive-thru establishment is wholesome and unique and was very well thought out; she continued to say that they did provide for all the requirements that were requested by the City.

Public Speaker: Zahid Ahmed, spoke via teleconference. He was in favor of the project and made landscaping recommendations and asked if the project can be solar-ready.

There was no further comment, Mayor Cerda closed the Public Hearing at 8:37 p.m.

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Adopt Resolution No. 6566 and the suggested three conditions:

Ayes: Mayor Pro Tem Tanaka, Council Members Henderson, Kaskanian, Francis, and Mayor Cerda

Noes: None

Absent: None

13. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES

13.A COVID-19 Update

City Manager Osorio presented the update.

13.B Approve Contract with Townsend Public Affairs, Inc.

City Manager presented Staff Report.

President of Townsend Public Affairs Christopher Townsend was available for any questions.

There was a discussion that included our Mayor and some of our Council Members. Some of the items discussed were: they thought staff did grant writing; \$7,000 a month seems steep; can we secure the representation that we need on a retainer basis; if

we did an RFP and did we reach out to our Congresswoman; if this vendor is party of JPA Agreement;

Public Comment:

- 1) Wanda Love, was glad to hear we are starting to look at money on the table; suggested that we need to establish better relationships with our Council so they could establish better relationships with our representatives so they could advocate for us.
- 2) Zahid Ahmed, asked if we could merge lobbying and grant writing together for this consultant for the same price; also develop a list of projects that the City needs help lobbying with the LA County Board of Supervisors.

It was moved by Mayor Pro Tem Tanaka, seconded by Mayor Cerda, and carried by the following roll call vote to Approve Contract with Townsend Public Affairs, Inc:

Ayes: Mayor Pro Tem Tanaka, Mayor Cerda and Council Member Henderson
Noes: Council Member Kaskanian and Francis
Absent: None

14. DEPARTMENTAL ITEMS – POLICE – No Items

15. DEPARTMENTAL ITEMS - PUBLIC WORKS

- 15.A Award Professional Services Contract for the Redondo Beach Boulevard Arterial Improvement Project, JN 945, to Cannon Corporation, in the amount of \$520,985.

City Manager Osorio presented Staff Report.

Director of Public Works Allan Rigg was available for any questions.
Council Member Francis asked if we have used this vendor in the past, and if we could approve the funding for each of the plans. City Manager Osorio and Director Riggs answered Council Member Francis' questions.

It was moved by Mayor Pro Tem Tanaka, seconded by Mayor Cerda, and carried by the following roll call vote to Approve Professional Services Contract:

Ayes: Mayor Pro Tem Tanaka, Mayor Cerda and Council Members Henderson, Kaskanian, and Francis
Noes: None
Absent: None

16. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES – No Items

17. DEPARTMENTAL ITEMS – TRANSPORTATION – No Items

18. COUNCIL ITEMS

- 18.A Discussion of current Delegate / Alternate Appointment to the following Outside / City committee:
- a. Southern California Association of Governments

City Manager Osorio presented the Staff Report.

It was moved by Council Member Francis, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Re-Assign Council Member Henderson as the Delegate and Council Member Kaskanian as the Alternate to the Outside / City Committee: Southern California Association of Governments:

Ayes: Council Member Francis, Mayor Pro Tem Tanaka and Council Members Henderson, Kaskanian, and Mayor Cerda

Noes: None

Absent: None

19. COUNCIL DIRECTIVES

Council Member Francis

- 1) She expressed her concerns about the items that are still on the vacant property located at El Segundo and Crenshaw Blvd and that it has been in the same condition for almost a year. It was seconded by Mayor Cerda.

Mayor Cerda stated that she believes that it's a Code Enforcement issue and getting in contact with the owner. City Manager Osorio responded that the City would continue to cite them for any violations and the reason why it is stagnated is because of the transfer of ownership. Assistant City Attorney Lisa Kranitz stated that she is reaching out to the attorney of the developer to find out the status of the project.

- 2) Status of the Chase Building

City Manager Osorio stated that we have retained ownership, put a fence around the property, and have engaged an architect; he then said we are trying to figure out if there is a way to save the basement; there is some sort of structural component which is delaying the process.

Council Member Henderson

- 1) Would like staff to look into adding Wi-Fi in our parks; the COG has done our fiber network we would need to figure out the remaining pieces to get the secured wireless for the community would like to start at Rowley Park. He then suggested giving Jacki Bacharach a call because they still have some fiber available. Council Member Francis seconded it.

Council Member Kaskanian

- 1) He noticed the pavement near the water line on 135th and Western is rough and looks terrible. He asked if it was final. Mayor Cerda seconded it.

20. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

1. Video presentation highlighting the Recreation and Human Services Department current and future events:
 - 39th Annual Dr. Martin Luther King Jr. Commemorative Parade on Saturday, February 26, 2022. Parade begins at 10:00 a.m. at Serra High School & ends at Rowley Park.
 - Co-ed Youth Soccer League, Registration Period Wednesday, March 9 – Wednesday, March 23, 2022.
 - State of the City 2022, Thursday, March 10, 2022, at City Hall Lawn. For additional information please call (310)217-9507 or visit citymanager@cityofgardena.org.
 - Casino Night, Friday, March 11, 2022, 4:00p.m. – 8:30 p.m. at City Hall Lawn.
 - Paint in the Park, Thursday, March 17, 2022, 10:00 a.m. – 11:30 a.m. at Rowley Park. For further information contact the Senior Bureau Office at (310)217-9552.
 - Free COVID-19 Vaccinations Mobile Clinic, Friday, March 18, 2022, at Rowley Memorial Park, call (310)217-9537 for an appointment. Pre-registration is highly recommended, but walk-ins are welcome.
 - 46th Annual Koi Show, March 19-20, 2022, Saturday: 10:00 a.m. – 5:00 p.m. and Sunday: 10:00 a.m. – 3:00 p.m. at City Hall Complex. Open to the Public, Free Admission.
 - Co-ed Youth Basketball Outdoor Skills & Drills Clinics: Mas Fukai Park on Saturday, March 19, 2022.
 - March Madness Youth Competition, Sunday, March 20, 2022, at Mas Fukai Park.
 - Spring Carnival at Mas Fukai Park on Friday, April 15, 2022: 5:00 p.m. – 11:00 p.m; Saturday, April 16, 2022: 2:00 p.m. – 11:00 p.m; Sunday, April 17, 2022: 2:00 p.m. – 10:00 p.m.
 - Easter at the Parks, Saturday, April 16, 2022, 10:00 a.m. – 12:00 p.m. at Freeman and Rowley Park. Egg Hunt Starts at 10:00 a.m. ages 12 & under.
 - Breakfast with the Easter Bunny at City Hall Lawn, Saturday, April 16, 2022, 8:30 a.m. – 11:30 a.m. Free Egg Hunt 10:30 a.m. (ages 12 & under).
 - Happy Earth Day, Saturday, April 23, 2022, 8:00 a.m. – 2:00 p.m. Earth Day Community Clean-Up and Celebration Come Join Our Efforts to Keep Gardena Beautiful. For further information contact (310)217-9537.
 - Happy International Woman's Day to all the woman in our city, county, country and in the world. Quote: *Imagine a gender equal world. A world free of bias, stereotypes and discrimination. A world that's diverse, equitable, and inclusive. A world where difference is valued and celebrated. Together we can forge women's equality. Collectively we can all BreakTheBias.*

21. COUNCIL REMARKS

- 1) COUNCIL MEMBER FRANCIS – Since the last meeting Council Member Francis attended the Homeless Count, 39th Annual MLK parade, and Afternoon in the Park, great day overall thanked Keith O' Derrick videographer, Director Riggs, Director Santin, was a huge undertaking, parks and recreation staff Nikki, Amber and Emily for their extra effort. She thanked everyone that worked and helped make the event happen. Also thanked Mr. Romero and Ms. Martinez as all Gardena schools were represented in the parade. The essay contest winners were there and asked to Save the Date as January 13-14, 2023, is the next MLK celebration. Battle of the Bands winner was Gardena High School. Lastly, wished everyone a Happy International Women's Day and asked to continue to do what you're doing as better days are coming.
- 2) MAYOR PRO TEM – Since the last meeting Mayor Pro Tem Tanaka participated in the homeless count thanked City Staff and Police Department, attended SBCCOG Board meeting, Martin Luther King parade thanked Director Santin and staff. He also attended the Homeless task force meeting, CA Cities membership meeting talked about re-districting political venues, attended the Senior Paint Day at Johnson Park, thanked city staff and Police Department. Lastly, expressed that we should be proud of the women who work for the city, thanked all women, and wished everyone Happy International Women's Day.
- 3) COUNCIL MEMBER KASKANIAN – Since the last meeting Council Member Kaskanian attended the Homeless Count, and Martin Luther King parade. Council Member Kaskanian thanked all staff that helped in the parade and thanked Council Member Francis. He also gave his condolences to City Clerk Semenza for the passing of her brother-in-law.
- 4) MAYOR CERDA – Since the last meeting, Mayor Cerda attended the Homeless Count and recognized the CERT team for helping. Also, attended a funeral of LA County Fire Captain Steve McCann, Martin Luther King parade, thanked Council Member Francis, Committee, and staff for all their hard work. Mayor Cerda had the pleasure of meeting Kayley Humphries Gold Medal winner in bobsledding at Raising Cane's. Attended a birthday drive-by for Esther Barbick who turned 102 years old thanked the Police Department, LA County Fire, and firefighter Elliot Hoffman. Met with the CEO of Nissin Foods donated 10 pallets of noodles to LA Regional Food Bank as well as to the City. Lastly, sent a special shout out to Public Works for coming out to fix the main water line break and reminded everyone about State of the City on Thursday, March 10, 2022.
- 5) COUNCIL MEMBER HENDERSON – Council Member Henderson thanked the MLK Committee and shared that it was a great parade and thanked staff for their great work. Since the last meeting Council Member Henderson attended the BIZFED SCAG meeting, Read Across America at 118th Street school and shared we have a lot of future leaders, met with KIP Generations Academy, was in communication with the 2nd District, and spoke about sustainability profile. Asked City Manager Osorio to thank Department Heads, City Attorney, Assistant City Attorney, and thanked council for pushing a pro-active agenda as they are thinking about the future of the community.

Wished everyone a Happy International Women's Day. Lastly, asked everyone to please pray for peace in this world.

22. **ANNOUNCEMENT(S)**

Mayor Cerda announced:

1. Assembly District 62 Special Primary Election on April 5, 2022. Purpose of this Election: The April 5, 2022, Assembly District 62 Special Primary Election was called by California Governor Gavin Newsom to fill the vacancy in the 62nd Assembly District. This seat was previously held by The Honorable Autumn Burke. Vote In Person: Tuesday, April 5, 2022: 7:00 a.m. to 8:00p.m. at Rowley Park Gymnasium, 13220 Van Ness Ave., Gardena. This Election affects Gardena residents who live within District 62 and is for one day only. Residents who live north of Rosecrans Ave., you can Vote by Mail: Ballot Drop Box Location at Rowley Park as of March 3, 2022.
2. Vaccination Pop-up Clinic, Friday, March 18, 2022, at the AADAP Corporate Office (Asian American Drug Abuse Program) located at 2900 Crenshaw Blvd. They are offering the 1st, 2nd, and Booster Shots: Moderna, Pfizer and Johnson and Johnson. For further information you can register at <https://myturn.ca.gov/>.

23. **REMEMBRANCES**

Michael Villalpando, 61 years old, beloved husband of Marisa Castellucci and brother in-law of Mina Semenza, Gardena City Clerk; **Steven McCann**, LA County Fire Captain who was 48 years of age.

24. **ADJOURNMENT**

At 10:20 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, March 22, 2022.

APPROVED:

Tasha Cerda, Mayor

MINA SEMENZA
City Clerk of the City of Gardena and
Ex-officio Clerk of the Council

By:_____
Becky Romero, Deputy City Clerk



CITY of GARDENA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: PERSONNEL REPORT

1. Report the count of confirmed COVID-19 employee cases.
Total Count: One-Hundred Sixty (160)
 - a. Administrative Services Department: Five (5)
 - b. City Clerk's Office: Three (3)
 - c. Elected & City Manager's Offices: One (1)
 - d. Community Development Department: Four (4)
 - e. Transportation Department: Fifty-One (51)
 - f. Police Department: Forty-Six (46)
 - g. Public Works Department: Twenty-Five (25)
 - h. Recreation & Human Services Department: Twenty-Five (25)
2. Report the Appointment of **RENZ BISCOCHO**, to the position of Police Officer, Schedule 201 (\$7,309 - \$9,328/month) with the Police Department effective March 28, 2022.
3. Report the recruitment for the Open/Competitive position of Human Resources Analyst (Administrative Services Department). This recruitment is open until filled.
4. Report the recruitment for the Open/Competitive position of Economic Development Manager (Community Development Department). This recruitment closed on March 2, 2022.
5. Report the recruitment for the Open/Competitive position of Police Service Officer (Police Department). This recruitment closed April 8, 2022.

MEMORANDUM

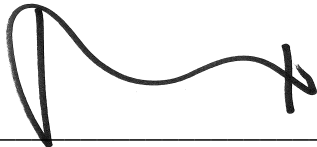
TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: March 17, 2022
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

March 22, 2022 TOTAL WARRANTS ISSUED: \$5,638,532.07

Wire Transfer: 12137-12140
Prepay: 166621-166624
Check Numbers: 166625-166793
Checks Voided:

Total Pages of Register: 18

March 11, 2022 TOTAL PAYROLL ISSUED: \$1,564,492.24



for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12137	3/4/2022	104058 ADMINSURE INC.	030322		WORKERS' COMP CLAIMS	21,883.04
Total :						21,883.04
12138	3/4/2022	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4717		HEALTH INSURANCE CLAIMS~	72,811.80
Total :						72,811.80
12139	3/7/2022	419630 U.S. BANK	1938724		TAXABLE PENSION OBLIGATION BOND	4,481,412.30
Total :						4,481,412.30
12140	3/8/2022	111961 AMERICAN UNITED LIFE INSURANCE, COMPA NOV-DEC 2021			LIFE INSURANCE - NOV-DEC 2021	1,669.40
Total :						1,669.40
166621	3/7/2022	111016 KAISER FOUNDATION HEALTH PLAN	331134173531		HEALTH INSURANCE	64,527.75
Total :						64,527.75
166622	3/7/2022	111016 KAISER FOUNDATION HEALTH PLAN	533284277809		HEALTH INSURANCE	241,586.62
Total :						241,586.62
166623	3/8/2022	111960 EDWARDS, BERNARD	021022		FINAL SETTLEMENT	7,800.00
Total :						7,800.00
166624	3/8/2022	219010 SALDANA, OCTAVIO	03/14-03/18		TRAINING - SWAT COMMANDER COUR	250.00
Total :						250.00
166625	3/22/2022	106086 ABC COMPANIES	3300781		GTRANS AUTO PARTS	682.92
			3306603		GTRANS AUTO PARTS	217.35
			3306619		GTRANS AUTO PARTS	1,086.72
Total :						1,986.99
166626	3/22/2022	111771 ADT COMMERCIAL	144021830		GTRANS FACILITIES MAINT	870.00
Total :						870.00
166627	3/22/2022	101748 AFTERMARKET PARTS COMPANY LLC, THE	82524976	037-10048	GTRANS AUTO PARTS	201.88
			82529840	037-10048	GTRANS AUTO PARTS	490.51
			82564812	037-10048	GTRANS AUTO PARTS	113.62
			82602756	037-10048	GTRANS AUTO PARTS	768.61
			82602778	037-10048	GTRANS AUTO PARTS	161.45

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166627	3/22/2022	101748 AFTERMARKET PARTS COMPANY LLC, THE	(Continued)			
			82615224	037-10048	GTRANS AUTO PARTS	30.02
			82618835	037-10048	GTRANS AUTO PARTS	99.42
			82618836		GTRANS AUTO PARTS	3,243.24
				037-10048		
			82624012		GTRANS AUTO PARTS	534.91
				037-10048		
			8267395	037-10048	GTRANS AUTO PARTS	173.87
					Total :	5,817.53
166628	3/22/2022	100925 AMERICAN MOVING PARTS	01A129638		GTRANS AUTO PARTS	23.13
			01A129643		GTRANS AUTO PARTS	92.50
			01A129668		GTRANS AUTO PARTS	721.74
			01A129836		GTRANS AUTO PARTS	468.86
					Total :	1,306.23
166629	3/22/2022	111763 AMSTERDAM PRINTING AND LITHO	7025187		FCC PROGRAM SUPPLIES	955.68
					Total :	955.68
166630	3/22/2022	101459 ASBURY ENVIRONMENTAL SERVICES	I500-00800846		HAZARDOUS WASTE DISPOSAL SERVI	253.00
					Total :	253.00
166631	3/22/2022	111965 ASSOULINE, ELIYAHU	63574905510		REFUND - CREDIT CARD PROCESSOR	2.75
					Total :	2.75
166632	3/22/2022	104687 AT&T	17837777		TELEPHONE	846.82
					Total :	846.82
166633	3/22/2022	616090 AT&T	3103232408 03/01/22		TELEPHONE	2,436.34
					Total :	2,436.34
166634	3/22/2022	111170 AT&T FIRSTNET	287290395417X1102022		PD CELL PHONE ACCT #287290395417	397.93
			287290395417X121021		PD CELL PHONE ACCT #287290395417	398.53
			287290395417X2102022		PD CELL PHONE ACCT #287290395417	398.09
			287293420631X21022		PD CELL PHONE ACCT #287293420631	145.21
			287295242065X2102022		PD CELL PHONE ACCT #287295242065	231.77
			287298156560X031022		COVID-19 FIRSTNET COMMUNICATION	1,670.12

Voucher List
CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166634	3/22/2022	111170 111170 AT&T FIRSTNET	(Continued)		Total :	3,241.65
166635	3/22/2022	102880 AUTOPLEX, INC.	13611		2021 FORD INTRCPTR #1614730 SERVI	167.42
					Total :	167.42
166636	3/22/2022	110686 AZTECH ELEVATOR COMPANY	AZ17110	024-00757	ELEVATOR MAINTENANCE - NCC	285.00
			AZ17112	024-00757	ELEVATOR MAINTENANCE - CITY HALL	100.00
			AZ17113	024-00757	ELEVATOR MAINTENANCE - NCC	100.00
			AZ17114	037-10040	ELEVATOR MAINTENANCE - GTRANS A	285.00
			AZ17115	037-10040	ELEVATOR MAINTENANCE - GTRANS M	83.33
					Total :	853.33
166637	3/22/2022	110190 BASNET FAMILY CHILD CARE	FEBRUARY 2022		CHILD CARE PROVIDER	8,830.00
					Total :	8,830.00
166638	3/22/2022	102400 BAYSIDE MEDICAL CENTER	00135458		BLOOD DRAW	190.80
					Total :	190.80
166639	3/22/2022	102135 BEHREND, KENT	84	023-01346	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
166640	3/22/2022	102331 BLUE DIAMOND MATERIALS	2600740		STREET MAINT SUPPLIES	511.10
					Total :	511.10
166641	3/22/2022	108715 BOBBS, CINDY	FEBRUARY 2022		CHILD CARE PROVIDER	4,088.00
					Total :	4,088.00
166642	3/22/2022	103383 CALPORTLAND	95353003		STREET MAINT SUPPLIES	1,337.04
					Total :	1,337.04
166643	3/22/2022	110313 CALTIP	94-2022-FEB	037-10031	INSURANCE CLAIMS DEDUCTIBLE - FE	585.02
					Total :	585.02
166644	3/22/2022	110538 CANNON COMPANY	79326	024-00787	VAN NESS & 139TH ST IMPROVEMENT,	31,548.50
					Total :	31,548.50
166645	3/22/2022	823003 CARL WARREN & COMPANY	FEBRUARY 2022		CLAIMS MANAGEMENT	1,991.75

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166645	3/22/2022	823003 823003 CARL WARREN & COMPANY	(Continued)		Total :	1,991.75
166646	3/22/2022	110605 CHANDLER ASSET MANAGEMENT	2202GARDENA	013-00029	INVESTMENT MGMT SERVICES - FEBR	2,329.52
					Total :	2,329.52
166647	3/22/2022	109666 CHEM PRO LABORATORY, INC.	684691		STORM WATER SAMPLE ANALYSIS	240.00
					Total :	240.00
166648	3/22/2022	103127 CHILD 2 CHILD CONNECTION, FAMILY DAY C/ FEBRUARY 2022			CHILD CARE PROVIDER	2,258.00
					Total :	2,258.00
166649	3/22/2022	111534 CLEAN ENERGY	CE12474960	037-10056	GTRANS OFFSITE CNG FUELING SERV	39,756.87
					Total :	39,756.87
166650	3/22/2022	109913 COSTAR REALTY INFORMATION INC.	115690063		COSTAR SUITE - MARCH 2022	1,060.66
					Total :	1,060.66
166651	3/22/2022	102791 CPAC, INC.	1294230 1294264	023-01373	CISCO SNTC 8X8XNBD FIREPOWER SI (20) COMPUTER REPLACEMENT PCS	1,295.00 28,904.50
					Total :	30,199.50
166652	3/22/2022	102228 DAILY BREEZE	900550769 02/07/22		SUBSCRIPTION RENEWAL ACCT #9005	423.46
					Total :	423.46
166653	3/22/2022	111938 DANDYOY GLASS	20102	024-00803	WINDOW GLASS REPLACEMENT PUBL	5,150.00
					Total :	5,150.00
166654	3/22/2022	110844 DATA GEAR, INC.	43302	035-01101	VIDEO POLICING SYSTEM CAMERA M/	400.00
					Total :	400.00
166655	3/22/2022	111967 DEAN, GEORGE	CIT #366130232		REFUND - CITATION OVERPAID	77.00
					Total :	77.00
166656	3/22/2022	312117 DEPARTMENT OF WATER & POWER	030222		LIGHT & POWER	67.91
					Total :	67.91
166657	3/22/2022	104343 DISCOUNT SCHOOL SUPPLY	W77894590101 W78629030101	331-00057 331-00057	FCC PROGRAM SUPPLIES FCC PROGRAM SUPPLIES	360.89 2,448.38

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166657	3/22/2022	104343 104343 DISCOUNT SCHOOL SUPPLY	(Continued)		Total :	2,809.27
166658	3/22/2022	111452 DRAW TAP GIS, LLC	2022GAR-0010	032-00083	CONSULTANT SERVICES - PARCEL UPI	805.00
					Total :	805.00
166659	3/22/2022	111953 ECONOMICO ANIMAL HOSPITAL	030722		VETERINARY SERVICES - ANIMAL CON	200.00
					Total :	200.00
166660	3/22/2022	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI FEBRUARY 2022			CHILD CARE PROVIDER	7,610.00
					Total :	7,610.00
166661	3/22/2022	105778 ENNIS PAINT, INC.	425655		STREET MAINT SUPPLIES	795.00
					Total :	795.00
166662	3/22/2022	105392 ENTENMANN-ROVIN COMPANY	0162959		EMPLOYEE SERVICE PINS	463.56
					Total :	463.56
166663	3/22/2022	106459 ENTERPRISE FM TRUST	FBN4419019	023-01347	ENTERPRISE LEASE - MARCH 2022 - P	11,595.43
			FBN4420870	023-01347	ENTERPRISE LEASE - MARCH 2022	4,845.03
					Total :	16,440.46
166664	3/22/2022	107510 ESCALANTE, WENDY E.	FEBRUARY 2022		CHILD CARE PROVIDER	6,940.00
					Total :	6,940.00
166665	3/22/2022	109426 ESPINOSA, VANESSA	02/20-03/05/22		PROFESSIONAL SERVICES - CASE WC	840.00
					Total :	840.00
166666	3/22/2022	105650 EWING IRRIGATION PRODUCTS	16146391		PARK MAINT SUPPLIES	72.98
			16226297		PARK MAINT SUPPLIES	105.99
			16238986		PARK MAINT SUPPLIES	117.89
					Total :	296.86
166667	3/22/2022	106330 FIDELITY NATIONAL TITLE, INSURANCE COMI 048234			PRIMM POOL PRELIMINARY TITLE REF	1,000.00
					Total :	1,000.00
166668	3/22/2022	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT 25043202202			DRUG TEST/ADMIN FEE	261.62
					Total :	261.62

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166669	3/22/2022	109315 FLEETCREW, INC.	1519		UNIT #35 OPACITY CERTIFIED TEST	75.00
			1520		UNIT #48 OPACITY CERTIFIED TEST	75.00
			1626		UNIT #46 DURATHON SERVICE	434.95
					Total :	584.95
166670	3/22/2022	110693 FLEETSERV	14-22-0246		PW AUTP PARTS	1,657.99
					Total :	1,657.99
166671	3/22/2022	106465 FOX FIRST AID & SAFETY INC	67042		STREET MAINT SUPPLIES	88.20
					Total :	88.20
166672	3/22/2022	206778 FOX, TODD M.	04/04-04/08		TRAINING - EXECUTIVE DEVELOPMEN	250.00
					Total :	250.00
166673	3/22/2022	107724 GARCIA, CLAUDIA CRISTINA	FEBRUARY 2022		CHILD CARE PROVIDER	9,783.00
					Total :	9,783.00
166674	3/22/2022	207133 GARCIA, NANCY C.	FEBRUARY 2022		CHILD CARE PROVIDER	7,480.00
					Total :	7,480.00
166675	3/22/2022	108183 GARDENA ACE HARDWARE	83961		STREET MAINT SUPPLIES	13.80
					Total :	13.80
166676	3/22/2022	107030 GARDENA AUTO PARTS	150040		PW AUTO PARTS	198.36
			150245		TREE TRIMMING PROGRAM SUPPLIES	85.88
			150526		PW AUTO PARTS	178.11
			150660		PW AUTO PARTS	62.64
					Total :	524.99
166677	3/22/2022	107011 GARDENA VALLEY NEWS, INC.	00114246		PUBLIC NOTICE -	231.00
			00115088		NOTICE OF PUBLIC HEARING -	189.00
			00115546		NOTICE OF PUBLIC HEARING -	161.00
					Total :	581.00
166678	3/22/2022	619005 GAS COMPANY, THE	03072022		GAS	10,562.77
			030722		CNG FUEL	683.84
					Total :	11,246.61

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166679	3/22/2022	106470 GILLIG LLC	40878723	037-10049	GTRANS AUTO PARTS	21.94
Total :						21.94
166680	3/22/2022	619004 GOLDEN STATE WATER CO.	022422		WATER	3,554.52
Total :						3,554.52
166681	3/22/2022	107513 GRAINGER	9223875312		BUS FACILITY SUPPLIES	141.04
			922967605		BLDG MAINT SUPPLIES	217.83
			9230783632		BUS FACILITY SUPPLIES	103.65
			9234199652		STREET MAINT SUPPLIES	61.74
			9239900880		BUS FACILITY SUPPLIES	686.14
Total :						1,210.40
166682	3/22/2022	110435 GUERRERO, ANGELICA	FEBRUARY 2022		CHILD CARE PROVIDER	8,741.00
Total :						8,741.00
166683	3/22/2022	108012 H&H AUTO PARTS WHOLESALE	1IN0484678		PW AUTO PARTS	702.04
Total :						702.04
166684	3/22/2022	110588 H&H NURSERY	16343		PARK MAINT SUPPLIES	132.04
Total :						132.04
166685	3/22/2022	111484 HANNA, BROPHY, MACLEAN,, MCALEER & JEI 2053710			PROFESSIONAL SERVICES	140.00
Total :						140.00
166686	3/22/2022	111968 HARPER, ELLA	CIT #145875		REFUND - CITATION OVERPAYMENT	75.00
Total :						75.00
166687	3/22/2022	108607 HENDERSON-BATISTE, TANEKA	FEBRUARY 2022		CHILD CARE PROVIDER	4,400.00
Total :						4,400.00
166688	3/22/2022	111549 HF & H CONSULTANTS, LLC	9718986		CONSULTING SERVICES - SOLID WAS1	6,410.00
Total :						6,410.00
166689	3/22/2022	110371 HINDERLITER DE LLAMAS, & ASSOCIATES	SIN015086	023-01336	SALES TAX REPORTING & AUDITING S	2,476.07
Total :						2,476.07
166690	3/22/2022	108434 HOME DEPOT CREDIT SERVICES	1122042		SR BUREAU PROGRAM SUPPLIES	34.53

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166690	3/22/2022	108434 HOME DEPOT CREDIT SERVICES	(Continued) 16514747 4540197 5022870 5121823 8532936 9532021		BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES PARK MAINT SUPPLIES SR BUREAU PROGRAM SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES	84.99 169.69 15.35 11.54 24.19 272.21
Total :						612.50
166691	3/22/2022	108430 HOME PIPE & SUPPLY	F35410 F36614 F36629 F36638 F36862		BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES	105.95 220.48 225.23 115.68 513.72
Total :						1,181.06
166692	3/22/2022	111657 INDEPENDENT ROOFING, CONSULTANTS	0078461	024-00749	NCC ROOF REHABILITATION PROJECT	2,000.00
Total :						2,000.00
166693	3/22/2022	111593 INTER-CON SECURITY SYSTEMS INC	BD0073355		REC EVENT SECURITY SERVICES - FE	201.95
Total :						201.95
166694	3/22/2022	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	130102539 130102658		GTRANS AUTO PARTS GTRANS AUTO PARTS	1,095.07 547.53
Total :						1,642.60
166695	3/22/2022	110733 J & S PROPERTY MANAGEMENT AND, MAINTI 6240			LANDSCAPE MAINTENANCE SERVICES	1,295.00
Total :						1,295.00
166696	3/22/2022	110010 JANEK CORPORATION, THE	111415 111416		GTRANS SHOP SUPPLIES GTRANS SHOP SUPPLIES	1,642.73 1,543.50
Total :						3,186.23
166697	3/22/2022	107642 JAPANESE AUTOMOTIVE CENTER, INC.	0295841 0295891		2011 NISSAN FRONTIER #1374480 SER 2012 FORD F350 VIN#1FDRF3G62CE99	454.39 107.12
Total :						561.51
166698	3/22/2022	105226 JEKAL FAMILY CHILD CARE	FEBRUARY 2022		CHILD CARE PROVIDER	7,943.00

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166698	3/22/2022	105226 JEKAL FAMILY CHILD CARE	(Continued)		Total :	7,943.00
166699	3/22/2022	110456 KHAIRZADA FAMILY CHILD CARE	FEBRAURY 2022		CHILD CARE PROVIDER	2,348.00
					Total :	2,348.00
166700	3/22/2022	111517 KIRK'S AUTOMOTIVE INC.	1057369		GTRANS SHOP SUPPLIES	1,400.00
					Total :	1,400.00
166701	3/22/2022	111045 KJ SERVICES	2378	020-00035	BOTTLE & CAN RECYCLING PROGRAM	3,764.52
			2379	020-00035	USED OIL PROGRAM EXPENSE - FEBR	1,591.00
					Total :	5,355.52
166702	3/22/2022	108475 L.A. CASCADE INC.	46588		TEMPURE LAB FREEZER - SERVICE C/	560.25
					Total :	560.25
166703	3/22/2022	112033 L.A. COUNTY DEPARTMENT OF, PUBLIC WOR	A1008027		UNDERGROUND STORAGE TANK PERI	2,873.00
					Total :	2,873.00
166704	3/22/2022	102082 L.A. COUNTY POLICE CHIEF'S, ASSOCIATION	SAFFELL 2022-23		2022-23 ANNUAL DUES - SAFFELL	500.00
					Total :	500.00
166705	3/22/2022	312113 L.A. COUNTY SHERIFF'S DEPT	221953SG		INMATE MEAL DELIVERY PROGRAM - J	197.39
					Total :	197.39
166706	3/22/2022	112015 LACERDA, DALVANICE	FEBRUARY 2022		CHILD CARE PROVIDER	9,475.00
					Total :	9,475.00
166707	3/22/2022	112014 LAKESHORE LEARNING MATERIALS	617860021122		FCC PROGRAM SUPPLIES	33.06
					Total :	33.06
166708	3/22/2022	110777 LEARN N PLAY FAMILY DAYCARE	FEBRUARY 2022		CHILD CARE PROVIDER	4,480.00
					Total :	4,480.00
166709	3/22/2022	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20220228		MONTHLY SUBSCRIPTION FEE	1,957.20
					Total :	1,957.20
166710	3/22/2022	112260 LIEBERT CASSIDY WHITMORE	212788		LEGAL SERVICES	582.00
					Total :	582.00

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166711	3/22/2022	102233 LITTLE PEOPLE DAY CARE	FEBRUARY 2022		CHILD CARE PROVIDER	5,744.00
Total :						5,744.00
166712	3/22/2022	105279 LOS ANGELES TRUCK CENTERS LLC	XA220385422		STREET SWEEPING SUPPLIES	227.04
Total :						227.04
166713	3/22/2022	112615 LU'S LIGHTHOUSE, INC.	01211483	037-10063	GTRANS SHOP SUPPLIES	529.20
			01211643	037-10063	GTRANS SHOP SUPPLIES	1,155.44
			01212427		GTRANS SHOP SUPPLIES	-37.00
			01214055	037-10063	GTRANS SHOP SUPPLIES	7.49
			01214988	037-10063	GTRANS SHOP SUPPLIES	209.84
Total :						1,864.97
166714	3/22/2022	105082 MAJESTIC LIGHTING, INC.	ML80475		GTRANS MAINT SUPPLIES	212.62
			ML80509		GTRANS MAINT SUPPLIES	248.06
			ML80996		BLDG MAINT SUPPLIES	566.11
			ML81333		BLDG MAINT SUPPLIES	52.89
			ML82249		SIGNS/SIGNALS SUPPLIES	57.33
Total :						1,137.01
166715	3/22/2022	109203 MAKAI SOLUTIONS	SD714		REPAIR FOR BAY #1 & #3	284.42
Total :						284.42
166716	3/22/2022	110306 MARIPOSA LANDSCAPES, INC	96810	024-00760	MEDIAN LANDSCAPE MAINTENANCE	7,242.50
Total :						7,242.50
166717	3/22/2022	107644 MARTINEZ, CHERYL NAOMI	FEBRUARY 2022		CHILD CARE PROVIDER	8,754.00
Total :						8,754.00
166718	3/22/2022	104773 MARTINEZ, KAMBY	FEBRUARY 2022		CHILD CARE PROVIDER	8,743.00
Total :						8,743.00
166719	3/22/2022	113046 MARX BROS. FIRE EXTINGUISHER, CO., INC.	P30561		FIRE EXTINGUISHER SERVICE - GTRAI	1,765.86
Total :						1,765.86
166720	3/22/2022	108699 MEZIERE ENTERPRISES INC.	84355		ELECTRIC WATER PUMP	635.96
Total :						635.96

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166721	3/22/2022	110945 MINAGAR & ASSOCIATES, INC	898		CONSULTANT SERVICES - CROSSING :	500.00
					Total :	500.00
166722	3/22/2022	111962 MODERN POSTCARD	1786399		HEALTH BENEFITS POSTCARDS	276.30
					Total :	276.30
166723	3/22/2022	113295 MUNISERVICES, LLC	INV06-013788		UUT CELLULAR COMPLIANCE SERVICE	525.78
			INV06-013789		UUT WIRED COMPLIANCE SERVICES	558.81
			INV06-013790		UUT GAS COMPLIANCE SERVICES	4.18
					Total :	1,088.77
166724	3/22/2022	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	583689		PROPANE GAS	436.84
					Total :	436.84
166725	3/22/2022	105622 N/S CORPORATION	0108983	037-10060	GTRANS BUS WASH EQUIPMENT MAIN	550.00
			0110050	037-10060	GTRANS BUS WASH EQUIPMENT MAIN	550.00
					Total :	1,100.00
166726	3/22/2022	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	0943827425 01/06/22		FIRST AID SERVICES	310.01
			0943827425 1/12-1/26		FIRST AID SERVICES	584.65
			74481785		RANDOM TESTS	141.00
			74485238		RAPID PANEL	57.50
			74556196		PHYSICAL RECERTIFICATION & RANDO	268.00
			74628582		PHYSICAL RECERTIFICATION	472.00
					Total :	1,833.16
166727	3/22/2022	115168 OFFICE DEPOT	222858794		PD OFFICE SUPPLIES	126.67
			227908401		BUS OFFICE SUPPLIES	61.00
			228271934		PD OFFICE SUPPLIES	31.96
			228272825		PD OFFICE SUPPLIES	196.00
			228645611		BUS OFFICE SUPPLIES	167.48
			229402414		HR OFFICE SUPPLIES	79.74
			230037827		FCC OFFICE SUPPLIES	82.07
			230060186		PD OFFICE SUPPLIES	456.10
					Total :	1,201.02
166728	3/22/2022	109782 OMNITEK ENGINEERING CORP.	0011474		GTRANS AUTO PARTS	1,448.27

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166728	3/22/2022	109782 109782 OMNITEK ENGINEERING CORP.	(Continued)		Total :	1,448.27
166729	3/22/2022	111358 O'REILLY AUTO PARTS	201627		GTRANS AUTO PARTS	155.17
			203543		GTRANS AUTO PARTS	19.82
					Total :	174.99
166730	3/22/2022	115810 ORKIN PEST CONTROL	222816705		PEST CONTROL - ACCT #27336703	237.00
			225883496		PEST CONTROL - ACCT #27336703	237.00
			225883504		PEST CONTROL - ACCT #27336703	237.00
			225883511		PEST CONTROL - ACCT #27336703	237.00
					Total :	948.00
166731	3/22/2022	109890 OWUSU FAMILY CHILD CARE	FEBRUARY 2022		CHILD CARE PROVIDER	9,374.00
					Total :	9,374.00
166732	3/22/2022	110403 PENN RECORDS MANAGEMENT	0128374		OFF-SITE STORAGE SERVICES - FEBR	54.25
					Total :	54.25
166733	3/22/2022	116140 PETE'S ROAD SERVICE, INC.	562372		TIRES - 1G6114 12580-18 G GALAXY BE	1,953.93
			567706		TIRES - 51CB2582 225-825 10-1125 STE	772.15
					Total :	2,726.08
166734	3/22/2022	108600 PHOENIX GROUP INFORMATION, SYSTEMS	0120221211	035-01103	PARKING CONTRACT SERVICES - JANI	167.28
			012022211	035-01103	PARKING CONTRACT SERVICES - JANI	6,327.10
					Total :	6,494.38
166735	3/22/2022	105574 PINNACLE PETROLEUM, INC.	0271613	037-10038	87 OCTANE REGULAR UNLEADED CAR	42,566.66
			0271614	037-10038	87 OCTANE REGULAR UNLEADED CAR	42,542.42
					Total :	85,109.08
166736	3/22/2022	116225 PLUMBERS DEPOT, INC.	PD-49899		SEWER PROGRAM SUPPLIES	289.57
			PD-50507		SEWER PROGRAM SUPPLIES	198.24
					Total :	487.81
166737	3/22/2022	108938 PREFERRED AERIAL & CRANE, TECHNOLOG` 21076			ANNUAL INSPECTION & BUCKET LINEF	1,350.00
					Total :	1,350.00
166738	3/22/2022	106092 PRUDENTIAL OVERALL SUPPLY	42704165		UNIFORM & SUPPLY RENTAL	262.98

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166738	3/22/2022	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42705847		UNIFORM & SUPPLY RENTAL	50.10
			42705944		UNIFORM & SUPPLY RENTAL	262.98
			42707864		UNIFORM & SUPPLY RENTAL	148.31
			42707865		UNIFORM & SUPPLY RENTAL	47.16
			42707866		UNIFORM & SUPPLY RENTAL	50.10
			42707867		UNIFORM & SUPPLY RENTAL	13.65
			42707868		UNIFORM & SUPPLY RENTAL	19.00
			42707869		UNIFORM & SUPPLY RENTAL	91.60
			42707870		UNIFORM & SUPPLY RENTAL	11.60
			42708107		UNIFORM & SUPPLY RENTAL	262.98
			42709643		UNIFORM & SUPPLY RENTAL	148.31
			42709644		UNIFORM & SUPPLY RENTAL	47.16
			42709645		UNIFORM & SUPPLY RENTAL	50.10
					Total :	1,466.03
166739	3/22/2022	116820 PSOMAS	181357	037-09987	GTRANS DESIGN BUILD CONSTRUCTIO	3,103.38
					Total :	3,103.38
166740	3/22/2022	111969 PULIDO CRUZ, BENITO	CIT #166138669		REFUND - CITATION DISMISSED	75.00
					Total :	75.00
166741	3/22/2022	100147 RCI IMAGE SYSTEMS	76933		MICROFICHE SCANNING - 1660 139TH	82.14
					Total :	82.14
166742	3/22/2022	103072 REACH	0322847		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
166743	3/22/2022	108886 REDMON GROUP INC.	RG2021338	037-10097	GTRANS WEBSITE SUPPORT	2,325.00
					Total :	2,325.00
166744	3/22/2022	118228 REGENTS OF THE UNIVERSITY OF, THE	11058971		CA TORT GUIDE 4TH UPDATE 2022	347.89
					Total :	347.89
166745	3/22/2022	105768 REPAIR MACHINE & ENG., INC.	219526		REPAIR ALUMINUM TANK	248.00
					Total :	248.00
166746	3/22/2022	100836 RESOURCE BUILDING MATERIALS	3315220		STREET MAINT SUPPLIES	88.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166746	3/22/2022	100836	100836 RESOURCE BUILDING MATERIALS		(Continued)	
					Total :	88.94
166747	3/22/2022	118476	RICOH USA, INC.		RICOH DD6650P COPIER SUPPLIES - B	39.75
			1091378846		RICOH MPC3503 COPIER LEASE - HS~	137.72
			9029601280		RICOH MPC3503 COPIER LEASE - PW~	165.00
			9029601287		RICOH MPC3503 COPIER LEASE - REC	187.53
			9029601434		RICOH MPC3503 COPIER LEASE - GTR	182.17
			9029601501		RICOH COPIER LEASE & USAGE CHAR	2,405.94
			9029601510		RICOH MPC3503 COPIER LEASE - FCC	353.09
			9029601545		RICOH DD6650P COPIER LEASE - PRIN	556.24
			9029601599		RICOH MPC3503 COPIER LEASE - SR. I	171.08
			9029601638		RICOH MPC3503 COPIER LEASE - ADM	175.71
			9029601687		RICOH PRO8100SE COPIER LEASE - PI	380.97
			9029601932		RICOH MPC3503 COPIER LEASE - CLEI	175.70
			9029741148		RICOH MPC6502SP COPIER LEASE -PF	738.33
			9029741150		RICOH MPC3503 COPIER LEASE - CD~	236.10
			9029741154		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9029741155		RICOH MPC3503 COPIER LEASE - CM -	246.46
			9029741159		Total :	6,611.58
166748	3/22/2022	119126	S.B.R.P.C.A.	04105	037-10007	GTRANS VEHICLE BUILD OUT
						Total :
						17,086.80
166749	3/22/2022	119022	SAFE MART OF SOUTHERN, CALIFORNIA, INC	93177	PD PROGRAM SUPPLIES	54.57
					Total :	54.57
166750	3/22/2022	119016	SAM'S CLUB	0069	FCC PROGRAM SUPPLIES	27.46
					Total :	27.46
166751	3/22/2022	105685	SCHNUR, DIANA	02/01-02/04	LCW ANNUAL CONFERENCE - PER DIE	150.00
					Total :	150.00
166752	3/22/2022	303479	SECRETARY OF STATE	022422	APPLICATION FEE - NOTARY EXAM	40.00
					Total :	40.00
166753	3/22/2022	303479	SECRETARY OF STATE	22422	APPLICATION FEE - NOTARY EXAM	40.00
					Total :	40.00

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166754	3/22/2022	108240 SECURITAS SECURITY SERVICES, USA, INC.	10677622		SECURITY GUARD SERVICES - HARBC	1,722.50
					Total :	1,722.50
166755	3/22/2022	107006 SHAMROCK COMPANIES	2566940		STREET MAINT SUPPLIES	79.89
			2567613		PARK MAINT SUPPLIES	68.26
					Total :	148.15
166756	3/22/2022	106050 SHEHATA, AMY	FEBRUARY 2022		CHILD CARE PROVIDER	7,586.00
					Total :	7,586.00
166757	3/22/2022	119233 SHERWIN-WILLIAMS CO.	2729-4		STREET MAINT SUPPLIES	811.36
					Total :	811.36
166758	3/22/2022	109918 SHIGE'S FOREIGN CAR SERVICE, INC.	8090476	035-01134	2016 FORD INTRCPTR #1488055 SERVI	3,600.00
			8090504	035-01134	2018 NISSAN FRONTIER #14529614 SE	1,467.58
			8090520	035-01134	2016 FORD INTRCPTR #1488058 SERVI	179.29
			8090546	035-01134	2018 FORD INTRCPTR #1554676 SERVI	860.17
					Total :	6,107.04
166759	3/22/2022	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	FEBRUARY 2022		CHILD CARE PROVIDER	5,008.00
					Total :	5,008.00
166760	3/22/2022	119378 SMARDAN SUPPLY CO.	S3787698.001		BLDG MAINT SUPPLIES	57.21
			S3788167.001		BLDG MAINT SUPPLIES	1,641.65
					Total :	1,698.86
166761	3/22/2022	109531 SMILLIN, MAGE	FEBRUARY 2022		CHILD CARE PROVIDER	9,453.00
					Total :	9,453.00
166762	3/22/2022	119447 SOUTH BAY FORD	508984		2017 FORD F350 SERVICE & REPAIR	255.96
					Total :	255.96
166763	3/22/2022	619003 SOUTHERN CALIFORNIA EDISON	030222		LIGHT & POWER	41,914.06
					Total :	41,914.06
166764	3/22/2022	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	134187		SHELL SPIRAX S6 ATF	-2,020.38
			160482		P66 SHIELD CHOICE 5W20	1,890.52
			161404		DELO GEAR EP5 80W90	1,106.86

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
166764	3/22/2022	103202 103202 SOUTHERN COUNTIES LUBRICANTS, LL (Continued)			Total :	977.00
166765	3/22/2022	108238 SPARKLETTS	14211220 022322		DRINKING WATER FILTRATION SYSTEM	49.99
					Total :	49.99
166766	3/22/2022	109067 SPEAKWRITE	5c03a63c		TRANSCRIPTION SERVICES - FEBRUAR	51.53
					Total :	51.53
166767	3/22/2022	104126 SPECTRUM SOLUTIONS	0027122031122 0851122021222		CABLE & BACKUP INTERNET SERVICE CABLE SERVICES - PD	4,086.08 75.74
					Total :	4,161.82
166768	3/22/2022	104453 SPICERS PAPER, INC.	63514733891		REFUND - CREDIT CARD PROCESSOR	2.75
					Total :	2.75
166769	3/22/2022	106082 SPORTWORKS NORTHWEST, INC.	142310		GTRANS AUTO PARTS	274.61
					Total :	274.61
166770	3/22/2022	119594 STANLEY PEST CONTROL	COG 0222 COG 0222-1		PEST CONTROL SERVICE - 1670 W 162 PEST CONTROL SERVICE - 2320 W 149	654.00 117.00
					Total :	771.00
166771	3/22/2022	303323 STATE CONTROLLER'S OFFICE	FAUD-00003099	023-01341	ANNUAL STREET REPORT FY 20/2021	3,500.00
					Total :	3,500.00
166772	3/22/2022	109877 STATEWIDE TRAFFIC SAFETY, AND SIGNS INC	02028495		STREET MAINT SUPPLIES	1,346.12
					Total :	1,346.12
166773	3/22/2022	120027 TARGET SPECIALTY PRODUCTS, INC	INVP500729108		PARK MAINT SUPPLIES	618.28
					Total :	618.28
166774	3/22/2022	110877 TAYLORING MINDS FAMILY CHILD, CARE	FEBRUARY 2022		CHILD CARE PROVIDER	3,373.00
					Total :	3,373.00
166775	3/22/2022	111864 TCS RISK MANAGEMENT SERVICES	11894		WORKERS COMPENSATION PROGRAM	3,775.00
					Total :	3,775.00
166776	3/22/2022	107928 TELECOM LAW FIRM, P.C.	11865		PROFESSIONAL SERVICES - BELL PAR	98.70

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166776	3/22/2022	107928 TELECOM LAW FIRM, P.C.	(Continued) 12089		PROFESSIONAL SERVICES - 15916 CR	164.50
					Total :	263.20
166777	3/22/2022	111487 TERACAI CORPORATION	8081416	023-01375	VOIP PHONE SERVER LICENSE RENEV	19,188.00
					Total :	19,188.00
166778	3/22/2022	109775 TOMS TRUCK CENTER NORTH COUNTY	1253960	037-10052	GTRANS AUTO PARTS	26.13
			1253977	037-10052	GTRANS AUTO PARTS	3,953.84
					Total :	3,979.97
166779	3/22/2022	111863 TRACE3	INV1579510	023-01376	COHESITY DATA BACKUP SERVICES R	11,888.80
					Total :	11,888.80
166780	3/22/2022	103845 TRENCH SHORING COMPANY	20000972	024-00810	RENTAL - TRENCH TOP 8'X10' - JN 505	22,645.00
					Total :	22,645.00
166781	3/22/2022	111481 TRIO COMMUNITY MEALS, LLC	INV2230006971	034-00480	SENIOR FEEDING PROGRAM	10,691.60
			INV2230007574	034-00480	SENIOR FEEDING PROGRAM	1,935.55
			INV2230007575	034-00480	SENIOR FEEDING PROGRAM	9,462.69
					Total :	22,089.84
166782	3/22/2022	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 02/22/22		CAL CARD STATEMENT - 01/25-02/22/22	2,082.34
			C.OSORIO 01/24/22		CAL CARD STATEMENT 12/23-01/24/22	1,797.67
			CRESPO 02/22/22		CAL CARD STATEMENT 01/25-02/22/22	3,509.99
			GOLDMAN 02/22/22		CAL CARD STATEMENT 01/25-02/22/22	254.00
			HR 02/22/22		CAL CARD STATEMENT - 01/25-02/22/22	117.95
			LEWIS 02/22/22		CAL CARD STATEMENT 01/25-02/22/22	2,854.53
			NOLAN 02/22/22		CAL CARD STATEMENT 01/25-02/22/22	5,750.07
				024-00811		
			OROZCO 02/22/22		CAL CARD STATEMENT 01/25-02/22/22	1,852.55
			PYNN 02/22/22		CAL CARD STATEMENT 01/25-02/22/22	6,597.48
			RIGG 02/22/22		CAL CARD STATEMENT 01/24-02/22/22	153.90
			V.OSORIO 02/22/22		CAL CARD STATEMENT - 01/25-02/22/22	127.00
					Total :	25,097.48
166783	3/22/2022	109220 U.S. BANK EQUIPMENT FINANCE	466341799		RICOH MPC4503 COPIER LEASE - CD	151.70

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166783	3/22/2022	109220 109220 U.S. BANK EQUIPMENT FINANCE	(Continued)			Total : 151.70
166784	3/22/2022	104692 ULINE	144975719		BUS SHOP SUPPLIES	771.13
					Total :	771.13
166785	3/22/2022	106754 URBAN RESTORATION GROUP US, INC.	00031959		STREET MAINT SUPPLIES	526.92
					Total :	526.92
166786	3/22/2022	105549 VALDEZ, MATILDE	FEBRUARY 2022		CHILD CARE PROVIDER	12,262.00
					Total :	12,262.00
166787	3/22/2022	122050 VERIZON WIRELESS	9893093123 9897567009 9899815971		BUS CELL PHONE SERVICE BUS CELL PHONE SERVICE BUS CELL PHONE SERVICE	161.99 159.77 172.23
					Total :	493.99
166788	3/22/2022	104107 WAXIE SANITARY SUPPLY	80688969 80716394		BUS WASH SUPPLIES BUS WASH SUPPLIES	47.46 66.49
					Total :	113.95
166789	3/22/2022	123154 WEST COAST ARBORISTS, INC.	182851	024-00765	TREE TRIMMING SERVICES FY 2022	44,308.10
					Total :	44,308.10
166790	3/22/2022	119387 WEX BANK	79215843		FUEL PURCHASES	122.54
					Total :	122.54
166791	3/22/2022	123050 WILLIAMS SCOTSMAN, INC.	9013169811	035-01105	MODULAR BUILDING RENTAL	2,212.87
					Total :	2,212.87
166792	3/22/2022	125001 YAMADA COMPANY, INC.	81739 81753 81762		TREE MAINT SUPPLIES STREET MAINT SUPPLIES PARK MAINT SUPPLIES	126.34 77.92 5.42
					Total :	209.68
166793	3/22/2022	107051 ZAVALA, MARITZA	FEBRUARY 2022		CHILD CARE PROVIDER	2,906.00
					Total :	2,906.00
177 Vouchers for bank code : usb						Bank total : 5,638,532.07

vchlist
03/17/2022 12:02:58PM

Voucher List
CITY OF GARDENA

Page: 19

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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177 Vouchers in this report

Total vouchers : 5,638,532.07

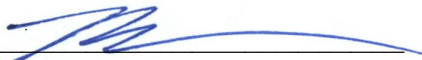
Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 18 inclusive of the check register are accurate and funds are available for payment thereof.

By: _____



Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 18 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	<u>03/22/2022</u>
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.E
Section: CONSENT CALENDAR
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6567, Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency

CONTACT: CITY MANAGER

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

On March 4, 2020, Governor Newsom declared a State of Emergency in California due to the threat of Coronavirus Disease 2019 ("COVID-19"). Also, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity. On March 16, 2020, in response to the State and County actions and pursuant to Government Code Section 8550 et seq., including Section 8558(c), City Manager Clint Osorio proclaimed the existence of a local emergency in Gardena. On March 19, 2020, the City Council ratified the proclamation through its approval of Resolution No. 6441. On May 12, 2020 City Council adopted Resolution No. 6454, reaffirming Resolution No. 6441. On July 14, 2020 City Council adopted Resolution No. 6469, reaffirming Resolution No. 6441. On September 8, 2020 City Council adopted Resolution No. 6478, reaffirming Resolution No. 6441. On October 27, 2020 City Council adopted Resolution No. 6483, reaffirming Resolution No. 6441. On December 15, 2020 City Council adopted Resolution No. 6489, reaffirming Resolution No. 6441. On February 9, 2021 City Council adopted Resolution No. 6495, reaffirming Resolution No. 6441. On March 23, 2021 City Council adopted Resolution No. 6503, reaffirming Resolution No. 6441. On May 11, 2021 City Council adopted Resolution No. 6512, reaffirming Resolution No. 6441. On June 22, 2021 City Council adopted Resolution No. 6521, reaffirming Resolution No. 6441. On August 10, 2021 City Council adopted Resolution No. 6526, reaffirming Resolution No. 6441. On October 26, 2021 City Council adopted Resolution No. 6533, reaffirming Resolution No. 6441. On December 14, 2021 City Council adopted Resolution No. 6538, reaffirming Resolution No. 6441. On February 8, 2022 City Council adopted Resolution No. 6559, reaffirming Resolution No. 6441. Pursuant to Government Code Section 8630, the City Council is required to "review the need for continuing the local emergency at least once every 60 days until the governing body (i.e. the City Council) terminates the local emergency. The extension of the local emergency allows the City Manager and City Council to issue rules, regulations, and orders to deal with the COVID-19 emergency. Additionally, it allows the City of Gardena to seek reimbursement from the State and Federal government for expenditures related to the COVID-19 emergency. Finally, it

allows the City Manager and City Council to use the authority granted to them by the California Constitution, the Government Code and the Gardena Municipal Code to respond to the COVID-19 emergency. Efforts to stop the spread of the pandemic continue at the national, state and county levels. The conditions that required the declaration of a local emergency continue to exist as of this date. Staff therefore recommends the City Council adopt a resolution reaffirming and continuing the current declaration of a local emergency.

FINANCIAL IMPACT/COST:

Staff is continuing to pursue any available Federal and State reimbursement for all City costs incurred due to COVID-19.

ATTACHMENTS:

[Resolution No. 6567.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is written above a horizontal line.

Clint Osorio, City Manager

RESOLUTION NO. 6567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 6538 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19

pandemic and Resolution 6441. A true and correct copy of Resolution No. 6538 is attached hereto as Attachment “N” and incorporated herein by this reference; and

WHEREAS, on February 8, 2022, the City Council adopted Resolution No. 6559 to reaffirm the City Manager’s declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6559 is attached hereto as Attachment “O” and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council “shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency”; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager’s Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020,

Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021, Resolution No. 6538 on December 14, 2021 and Resolution No. 6559 on February 8, 2022.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 22nd day of March 2022.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

ATTACHMENT A



OFFICE of the CITY MANAGER

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9503

March 16, 2020
REF. 2020.060

**A PROCLAMATION BY THE CITY MANAGER OF THE CITY OF GARDENA,
CALIFORNIA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES,
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern”. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled “California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19,” determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Manager, as the City's Director of Emergency Services, has the power to declare a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Gardena as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;
- A. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.
- B. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.
- C. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 16th day of March, 2020.



Clint Osorio,
City Manager/Director of Emergency
Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A
PROCLAMATION OF LOCAL EMERGENCY FOR THE CITY OF GARDENA,
CALIFORNIA BY THE CITY MANAGER (DIRECTOR OF EMERGENCY SERVICES)
ON THE 16TH DAY OF MARCH, 2020.

ATTEST:

/s/ MINA SEMENZA

MINA SEMENZA, City Clerk

ATTACHMENT B

RESOLUTION NO. 6441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RATIFYING THE ACTION OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF GARDENA

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern". On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the

health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, has declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060. A true and correct copy of the City Manager's Proclamation is attached hereto and incorporated herein by this reference as Attachment "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Manager's Proclamation of Local Emergency dated March 16, 2020, and orders contained therein, is hereby ratified.

SECTION 2. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

SECTION 3. The area of the City which is endangered/imperiled is the entire City.

SECTION 4. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;

SECTION 5. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

SECTION 6. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.

SECTION 7. That the City Manager is authorized to furnish information, to enter into agreements, and to take all actions necessary to implement preventative measures to protect and preserve the public health of the City from the COVID-19 public health hazard.

SECTION 8. That a copy of this resolution and the emergency proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the

City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 19th day of March, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, Cit
ney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6441** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at an emergency meeting of said City Council held on the **19th day of March, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON, MEDINA AND TANAKA, MAYOR PRO
 TEM KASKANIAN AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT C

RESOLUTION NO. 6454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE
EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE
AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of
Emergency Services, due to the COVID-19 pandemic declared a local emergency as
authorized by Government Code section 8630 and Gardena Municipal Code section
2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment
"A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to
thereby ratify the City Manager's declaration of the local emergency due to the COVID-
19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as
Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall
review the need for continuing the local emergency at least once every 60 days until the
governing body terminates the local emergency"; and

WHEREAS, as of May 7, 2020, there have been 29,427 confirmed cases of
COVID-19 in Los Angeles County, which have resulted in 1,418 deaths; and

WHEREAS, the numbers of confirmed cases and deaths continue to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property
continue due to COVID-19 in Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed
COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare
to respond to an increasing number of individuals requiring medical care and
hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in
other locations, the number of persons requiring medical care may exceed locally
available resources, and controlling outbreaks minimizes the risk to the public, maintains
the health and safety of the community, and limits the spread of infection in the community
and within the healthcare delivery system; and

RESOLUTION NO. 6454

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

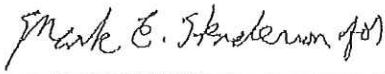
SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 12th day of May, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being Resolution No. 6454 duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the 12th day of May, 2020, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM
HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT D

RESOLUTION NO. 6469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14th day of July, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6469** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **14th day of July, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL
 MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT E

RESOLUTION NO. 6478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020 and Resolution No 6469 on July 14, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 8th day of September, 2020.


TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6478** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **8th day of September, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT F

RESOLUTION NO. 6483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

RESOLUTION NO. 6483

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020 and Resolution No. 6478 on September 8, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

RESOLUTION NO. 6483

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 27th day of October, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6483** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **27th day of October, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS KASKANIAN, TANAKA,
 AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT G

RESOLUTION NO. 6489

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE
EXISTENCE OF A LOCAL EMERGENCY**

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE
AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:


SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020 and Resolution No. 6483 on October 27, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 15 day of December, 2020.


TASHA CERDA, Mayor

ATTEST:


MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6489** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **15th** day of **December, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM HENDERSON AND COUNCIL MEMBERS TANAKA,
 KASKANIAN, FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT H

RESOLUTION NO. 6495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020,

Resolution No. 6483 on October 27, 2020 and Resolution No. 6489 on December 15, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 9th day of February, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6495** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **9th day of February, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM
 HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California



(SEAL)

ATTACHMENT I

RESOLUTION NO. 6503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency

initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020 and Resolution No. 6495 on February 9, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 23rd day of March, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6503** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **23rd day of March, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS TANAKA, KASKANIAN, MAYOR PRO TEM HENDERSON
 AND COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California



ATTACHMENT J

RESOLUTION NO. 6512

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on M, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021 and Resolution No. 6503 on March 23, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 11th day of May, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6512** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **11th day of May, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON, KASKANIAN, MAYOR PRO TEM TANAKA
 AND COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California



ATTACHMENT K

RESOLUTION NO. 6521

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021 and Resolution No. 6512 on May 11, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 22 day of June, 2021.


TASHA CERDA, Mayor

ATTEST:


MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6521** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **22nd day of June, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER HENDERSON, MAYOR PRO TEM TANAKA, COUNCIL
 MEMBERS KASKANIAN, FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE



City Clerk of the City of Gardena, California



ATTACHMENT L

RESOLUTION NO. 6526

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021 and Resolution No. 6521 on June 22, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 10th day of August, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6526** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **10th day of August, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS FRANCIS AND KASKANIAN, MAYOR PRO TEM
 TANAKA, COUNCIL MEMBER HENDERSON, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California



ATTACHMENT M

RESOLUTION NO. 6533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property

continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021 and Resolution No. 6526 on August 10, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original

Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 26th day of October, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6533** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **26th day of October, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM TANAKA, COUNCIL MEMBERS KASKANIAN, HENDERSON
 AND FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT N

RESOLUTION NO. 6538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the

governing body terminates the local emergency”; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager’s Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021 and Resolution No. 6533 on October 26, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 14th day of December 2021.


TASHA CERDA, Mayor

ATTEST:


fr MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6538** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **14th day of December, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON AND KASKANIAN, MAYOR PRO TEM
 TANAKA, COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT O

RESOLUTION NO. 6559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, on December 14, 2021, the City Council adopted Resolution No. 6538 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19

pandemic and Resolution 6441. A true and correct copy of Resolution No. 6538 is attached hereto as Attachment "N" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021,

Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021 and Resolution No. 6538 on December 14, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 8th day of February 2022.



TASHA CERDA, Mayor

ATTEST:


MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6559** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **8th day of February, 2022**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON AND KASKANIAN, MAYOR PRO TEM
 TANAKA, COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

RESOLUTION NO. 6568

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO RE-AUTHORIZE THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE GARDENA CITY COUNCIL AND OTHER COMMISSIONS, COMMITTEES AND BOARDS SUBJECT TO STATE OPEN MEETING LAWS

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and

WHEREAS, on March 4, 2020, the Governor of the State of California, Gavin Newsom declared a State of Emergency in California to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for broader spread of COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continue spread and the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Manager, as the City’s Director of Emergency Services, did proclaim the existence of a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060; and

WHEREAS, the Governor’s March 4, 2021, declaration of a state of emergency based on the COVID-19 pandemic remains in place; and

WHEREAS, the Proclamation of Existence of a Local Emergency issued by the City Manager, as the City’s Director of Emergency Services on March 16, 2020, has been ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution

No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021, Resolution No. 6533 on October 26, 2021, Resolution No. 6538 on December 14, 2021 and Resolution No. 6559 on February 8, 2022, with the result that the proclamation of a local emergency based on the COVID-19 pandemic remains in place; and

WHEREAS, Paragraph 3 of Executive Order N-29-20, issued by the Governor on March 17, 2020, among other things, suspended the Brown Act requirements for teleconferencing, provided that notice and accessibility requirements were met, the public was allowed to observe and address the legislative body at the meeting, and the legislative body had a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, specifying that this suspension would remain in place during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS, paragraph 42 of Executive Order N-08-21, issued by the Governor on June 11, 2021, withdrew, and replaced paragraph 3 of Executive Order N-29-20's suspension of the Brown Act requirements for teleconferencing with a similar suspension of those requirements that it specified would remain in place only through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor signed into law Assembly Bill No. 361 ("AB 361"), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 requires legislative bodies that hold teleconferenced meetings under its abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may

access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under AB 361's abbreviated teleconferencing procedures; and

WHEREAS, this body previously adopted a Resolution, which made the findings required by AB 361 to allow the City Council and all City Commissions, Committees and Boards to continue to meet under AB 361's abbreviated teleconferencing procedures, and authorized the City Council and all City Commissions, Committees and Boards to conduct meetings under AB 361's abbreviated teleconferencing procedures, without complying with the requirements set forth in Government Code Section 54953(b)(3), subject to compliance with the requirements set forth in Government Code Section 54953(e)(2); and

WHEREAS, in light of the continuing State and local declarations of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials of measures to promote social distancing, and the imminent risks to the health of safety of attendees at meetings conducted in person, the City Council desires to again make the findings required by AB 361 to allow the City Council and all City Commissions, Committees and Boards to continue to meet under AB 361's abbreviated teleconferencing procedures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council finds that the State and local declarations of emergency resulting from the COVID-19 pandemic remain in place, and that the state of emergency continues to directly impact the ability to meet safely in person.

SECTION 3. The City Council finds that local officials, namely, the Los Angeles County Department of Public Health, has continued to recommend measures to promote social distancing.

SECTION 4. As a result of the findings in Sections 1 through 3 above, the City Council and all City Commissions, Committees and Boards are authorized to conduct meetings under AB 361's abbreviated teleconferencing procedures, without complying with the requirements set forth in Government Code Section 54953(b)(3), subject to compliance with the requirements set forth in Government Code Section 54953(e)(2).

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this

Resolution would be subsequently declared invalid or unconstitutional.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 22th day of March 2022.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.G
Section: CONSENT CALENDAR
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Annual Housing Element Progress Report 2021

CONTACT: COMMUNITY DEVELOPMENT

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

California Department of Housing and Community Development (HCD) has requested a 2021 update to the Annual Housing Element Progress Report (APR) for the 5th cycle Housing Element in the City of Gardena.

Attached is the filled-out table index of all projects and programs completed in 2021.

In summary, there is one project approved and one project pending for Planning entitlements, 116 new Building permits, and there has been 23 multi-family units built along Gardena Boulevard completing the goal 20 multi-family unit goal.

FINANCIAL IMPACT/COST:

ATTACHMENTS:

[2021 Annual Housing Element Progress Report](#)

APPROVED:

Clint Osorio, City Manager

Please Start Here

General Information	
Jurisdiction Name	Gardena
Reporting Calendar Year	2021
Contact Information	
First Name	Kevin
Last Name	La
Title	Planning Assistant
Email	kla@cityofgardena.org
Phone	3102179524
Mailing Address	
Street Address	1700 W. 162nd St.
City	Gardena
Zipcode	90247

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

v 2_15_2022

Jurisdiction	California
Reporting Year	2021 (Ann. 1, Dec. 31)
Reporting Period	5/1/2021 - 5/31/2021

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6020)

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Annual Housing Activity Report Summary - New Construction, Entires, Permits and Complete Units																																																																																																												
Project Identifier				Unit Types		Affordability by Household Income - Completed Entitlement										Affordability by Household Income - Building Permits										Affordability by Household Income - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units		Density Bonus				Notes																																																												
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
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category (SFR, SFR+1, 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, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 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Jurisdiction	Gardena	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	98	-	-	-	-	-	-	-	-	1	1	97
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	60	-	-	-	-	-	-	-	-	-	-	60
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	66	-	-	-	-	-	-	-	-	-	54	12
	Non-Deed Restricted		-	6	14	28	6	-	-	-	-		
Above Moderate		173	-	21	42	74	44	124	40	127	191	663	-
Total RHNA		397											
Total Units			-	27	56	102	50	124	40	127	192	718	169

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

(CCR Title 25 §6202)

General Comments	

Jurisdiction	Gardena	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

[illegible]

Jurisdiction	Gardena	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	10/15/2013 - 10/15/2021

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	1
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		312
Total Units		313

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	0	47	1
2 to 4	0	28	4
5+	30	212	40
ADU	0	26	6
MH	0	0	0
Total	30	313	51

Housing Applications Summary	
Total Housing Applications Submitted:	2
Number of Proposed Units in All Applications Received:	151
Total Housing Units Approved:	30
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

[illegible]

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	3
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		27
Total Units		30

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		51
Total Units		51



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Award Construction Contract for Installation of GTrans On-Street Bus Signal Priority System Project, JN 510, to Elecnor Belco Electric, Inc. for \$83,693.00, and Authorize a Project Total of \$96,247

CONTACT: TRANSPORTATION

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

In 2009, the City of Gardena's GTrans was awarded funding through the Los Angeles County Metropolitan Transportation Authority's (Metro) Call for Projects for GTrans' Bus Signal Priority System (BSP). The project received funding to upgrade intersections with signal priority firmware/software to improve bus running times and on-time performance. This technology would also integrate with other upcoming GTrans Intelligent Transportation System (ITS) projects, including computer automated dispatching/automated vehicle location (CAD/AVL) solution. GTrans hired Iteris in 2019 to assist with the ITS design and engineering services in support of this project. Iteris developed and ordered the equipment and developed the construction specifications that were recently issued in a construction bid.

Staff respectfully recommends that City Council award a contract for the installation of Bus Signal Priority equipment (Project JN 510) to Elecnor Belco Electric, Inc. in the amount of \$83,693.00 plus a 15% contingency cost for a total authorized project amount of \$96,247.

The following bids were received on February, 16, 2022:

Bidder Name	Bid
1. Elecnor Belco Electric, Inc.	\$ 83,693.00
2. Select Electric, Inc.	\$ 89,785.00
3. Crosstown Electrical & Data, Inc.	\$ 98,960.00
4. Econolite Systems, Inc.	\$115,161.45
5. Alfaro Communications Construction, Inc.	\$117,100.00

The lowest responsive bidder, Elecnor Belco Electric, Inc. is a state licensed contractor with

verified successful construction experience in the field. They will be required to meet all bonding and financial standards. The project scope includes all traffic signal improvements as shown in the plans, including installation of WLAN bridge radios, two-way 2.4GHz splitters, mounting brackets, panel antennas, as well as the furnishing and installation of radio mounting poles, power connectors, Cat5 connectors, and other appurtenant work items.

An environmental assessment has been prepared in accordance with the California Environmental Quality Act Guidelines and it has been determined that the project is categorically exempt.

Staff Recommendation:

- Award a construction contract for the GTrans On-Street Bus Signal Priority System Project, JN 510, to Elecnor Belco Electric, Inc. in the amount of \$83,693.00 plus a 15% contingency cost.
- Declare this project to be categorically exempt under the California Environmental Quality Act, Section 15301, Class I, as rehabilitation of existing facilities.

FINANCIAL IMPACT/COST:

GTrans has capital funds specifically for this project available for this work. There is no impact to the General Fund.

ATTACHMENTS:

[Attachment 1 - JN 510 Project Plans.pdf](#)
[Attachment 2 - JN 510 Project Specs.pdf](#)
[Attachment 3 - JN 510 CEQA Notice Of Exemption.pdf](#)
[Attachment 4 - JN 510 Project Location Map.pdf](#)
[GTrans BSP Sample Signal Equipment.pdf](#)
[BSP Operational Diagram.pdf](#)
[BSP Project Corridor Map.pdf](#)

APPROVED:



Clint Osorio, City Manager

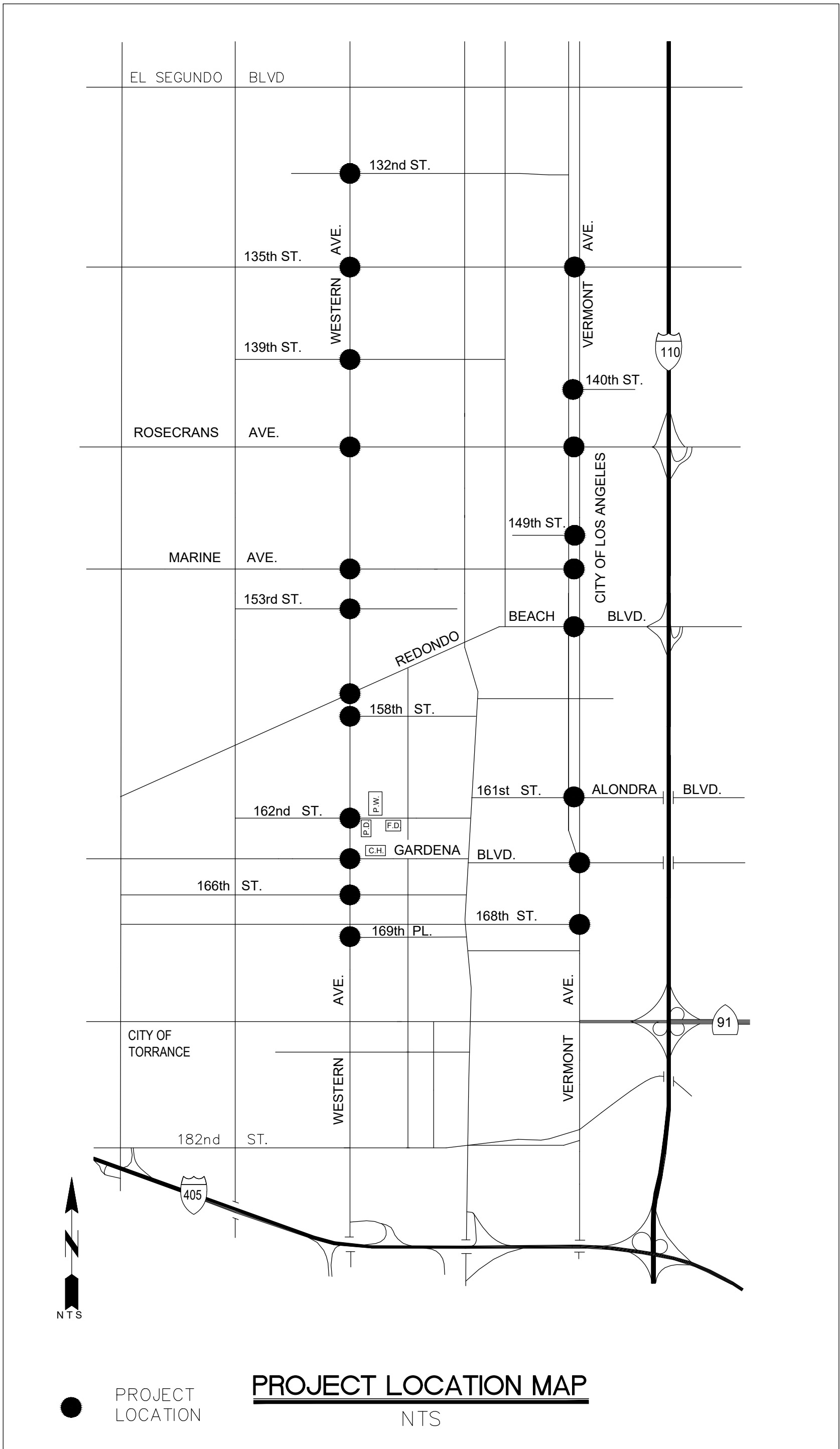
GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT

WLAN EQUIPMENT INSTALLATION

VERMONT AVENUE FROM 168th STREET TO 135th STREET & WESTERN AVENUE 169th PLACE TO 132nd STREET JOB NO. 510

DRAWING TITLE

SHEET #	DESCRIPTION
1	TITLE SHEET
2.	VERMONT AVENUE AT 168th STREET
3.	VERMONT AVENUE AT GARDENA BOULEVARD
4.	VERMONT AVENUE AT 161st STREET / ALONDRA BOULEVARD
5.	VERMONT AVENUE AT REDONDO BEACH BOULEVARD
6.	VERMONT AVENUE AT MARINE AVENUE
7.	VERMONT AVENUE AT 149th STREET
8.	VERMONT AVENUE AT ROSECRANS AVENUE
9.	VERMONT AVENUE AT 140th STREET
10.	VERMONT AVENUE AT 135th STREET
11.	WESTERN AVENUE AT 169th PLACE
12.	WESTERN AVENUE AT 166th STREET
13.	WESTERN AVENUE AT 164th STREET/GARDENA BOULEVARD
14.	WESTERN AVENUE AT 162nd STREET
15.	WESTERN AVENUE AT 158th STREET
16.	WESTERN AVENUE AT REDONDO BEACH BOULEVARD
17.	WESTERN AVENUE AT 153rd STREET
18.	WESTERN AVENUE AT MARINE AVENUE
19.	WESTERN AVENUE AT ROSECRANS AVENUE
20.	WESTERN AVENUE AT 139th STREET
21.	WESTERN AVENUE AT 135th STREET
22.	WESTERN AVENUE AT 132nd STREET
23.	WLAN TSP RADIO INSTALLATION DETAIL
24.	WLAN TSP INSTALLATION DETAIL
25.	VERMONT AVENUE SYSTEM ARCHITECTURE
26.	WESTERN AVENUE SYSTEM ARCHITECTURE



GENERAL NOTES

- ALL WORK TO BE DONE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION," 2015 EDITION, INCLUDING ANY SUPPLEMENTS, THE LATEST EDITION OF THE CITY OF GARDENA SUPPLEMENTS AND MODIFICATIONS TO THE ABOVE, AND THE PROJECT SPECIFICATION FOR "GTRANS BUS SIGNAL PRIORITY SYSTEM PROJECT WLAN COMMUNICATIONS EQUIPMENT INSTALLATION ON VERMONT AVENUE FROM 168TH STREET TO 135TH STREET & ON WESTERN AVENUE FROM 169TH PLACE TO 132ND STREET, IN THE CITY OF GARDENA, CALIFORNIA."
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF EXCAVATION TO ARRANGE FOR FIELD LOCATIONS OF UTILITY LINES. CALL 1-800-422-4133 FOR THIS SERVICE. ANY UTILITY NOT SUBSCRIBING TO THIS SERVICE SHALL BE CONTACTED DIRECTLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE WHETHER ALL UTILITIES HAVE BEEN NOTIFIED.
- CONTRACTOR SHALL SECURE A PERMIT FROM THE CITY OF LOS ANGELES FOR WORK TO BE PERFORMED WITHIN THE LOS ANGELES BOUNDARY.
- CONTRACTOR SHALL SECURE A PERMIT FROM THE CITY OF GARDENA FOR WORK TO BE PERFORMED WITHIN THAT CITY.
- THE LOCATIONS, DEPTHS, SIZES AND DIMENSIONS OF UNDERGROUND AND SURFACE STRUCTURES ARE BASED ON INFORMATION PROVIDED TO THE LOCAL AGENCIES, ARE APPROXIMATE AND ARE NOT GUARANTEED. THE STRUCTURES ARE SHOWN FOR INFORMATION TO THE CONTRACTOR BUT THE INFORMATION IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT THE STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THE STRUCTURES WHICH MAY BE ENCOUNTERED, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, DEPTH AND SIZE OF ALL UNDERGROUND FACILITIES PRIOR TO ANY CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY CONFLICT OR DISCREPANCY IS FOUND.
- ALL WLAN EQUIPMENT PROVIDED BY OTHERS. CONTRACTOR TO FURNISH AND INSTALL CAT5, INLINE FUSE KIT WITH 5 AMP FUSE, AND CONDUIT AS NEEDED.
- FINAL WLAN LOCATIONS WILL BE APPROVED BY DESIGN ENGINEER AT LEAST 48HRS BEFORE FINAL INSTALLATION.
- THESE PLANS ARE ACCURATE ONLY FOR THE INSTALLATION OF FIBER COMMUNICATIONS AND WLAN COMMUNICATIONS EQUIPMENT AND CABLES ONLY.
- TRAFFIC CONTROL DURING CONSTRUCTION TO BE PER LATEST EDITION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND LATEST EDITION MUTCD CALIFORNIA SUPPLEMENT.
- CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS.
- ALL TRAFFIC SIGNAL EQUIPMENT, INCLUDING POLES, CONDUITS, PULL BOXES, CONDUCTORS, ETC. WITHIN CONSTRUCTION AREA SHOWN TO BE EXISTING SHALL BE PROTECTED-IN-PLACE AND SHALL BE REPLACED BY CONTRACTOR IF DAMAGE IS DONE DURING CONSTRUCTION.
- ALL EXISTING FACILITIES THAT ARE DAMAGED DUE TO THE CONTRACTOR'S WORK SHALL BE REMOVED AND REPLACED PER CITY OF GARDENA STANDARDS (I.E. PAVEMENT, STRIPING, SIDEWALK, CURBS, GUTTERS, ETC.)
- WORK AND MATERIALS SUBJECT TO INSPECTION. CONTRACTOR TO CONTACT CITY INSPECTOR FIVE WORKING DAYS PRIOR TO STARTING WORK TO COORDINATE ACCESS TO CABINET AND INSPECTION.

VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

iteris

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:



DATE

NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA			
					DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION	
					PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT			
					LIMITS : VERMONT AVENUE AND WESTERN AVENUE			
					F. B. REF.		APPROVED BY : <i>Allan Rigg</i> DATE : 12/2/21	
					DESIGNED BY	D.S.	11/17/2020	DIRECTOR OF PUBLIC WORKS
					DRAWN BY	D.S.	10/22/2021	
					CHECKED BY	P.F.	10/23/2021	SHT. 1 OF 26 DWG. NO. 5-2605

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2

INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.
- 3

REPLACE BROKEN PULL BOX LID.

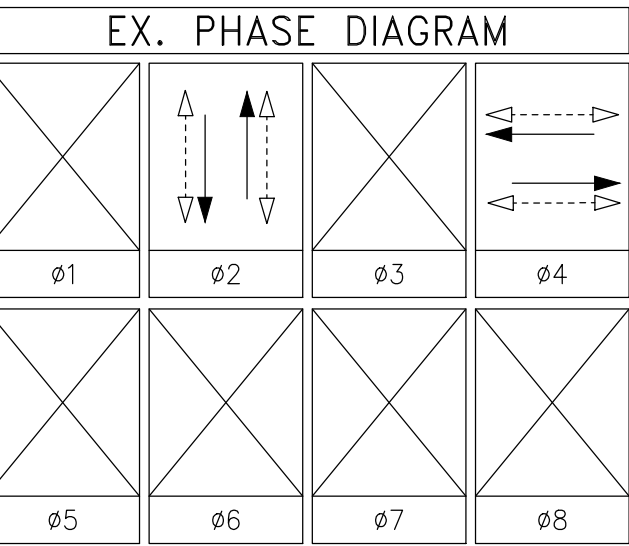
SYMBOL LEGEND:

M

PROPOSED MAST ARM MOUNTED TSP RADIO WITH ANTENNA(S)
(ARROW DENOTES DIRECTION OF ANTENNA)

→

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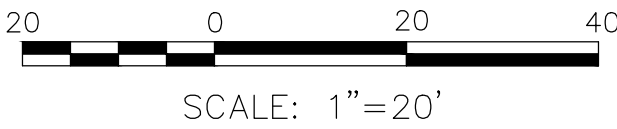
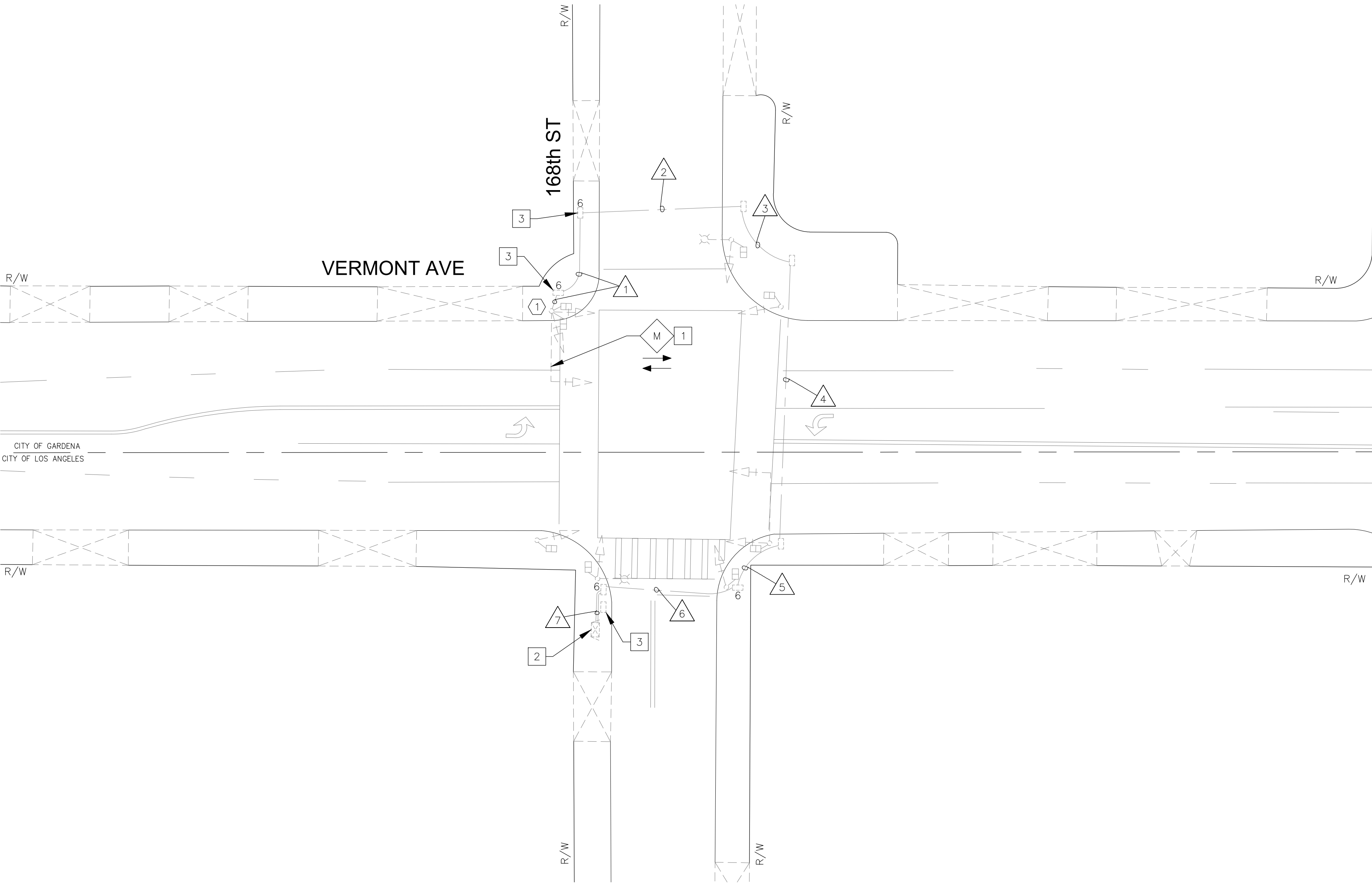


CONDUCTOR SCHEDULE										
CONDUCTOR/CABLE		1	2	3	4	5	6	7		
12CSC		3CSC	1	1	2	2	4	4	5	7
DLC (TWO-PAIR)		-	1	1	3	3	4	6		
EVP CABLE (MODEL 138)		-	-	-	-	1	2	2		
#10	LUMINAIRE	2	2	2	2	2	2	2		
#12	I.S.N.S.	2	2	2	2	2	2	2		
SIGNAL INTERCONNECT (6PR#19)		-	-	-	-	-	-	-		
CAT5E CABLE		1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)		
CONDUIT SIZE		2"	3"	2"	2.5"	3"	3.5"	2-3"		
PERCENT FILL (%)		27	13	48	63	42	39	37		

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE									
POLE NO.	TYPE	HEIGHT	M.A.	LUMINAIRE			SIGNAL MOUNTING		
				M.A.	L.E.D		M.A.	VEH.	PED.
①	17-2-100	30'	20'	12'	250W		MAS	SV-2-TA	SP-2-T

ALL EQUIPMENT IS EXISTING



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:

DATE _____

NO.		REVISIONS		DATE	BY	APP.	CITY OF GARDENA		
							DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION
							PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT		
							LIMITS : VERMONT AVENUE AND 168th STREET		
							F. B. REF.		
							DESIGNED BY D.S. 11/17/2020		APPROVED BY : <i>Allan Rigg</i> DIRECTOR OF PUBLIC WORKS
							DRAWN BY D.S. 10/22/2021		DATE : 12/2/21
							CHECKED BY P.F. 10/23/2021		SHT. 2 OF 26
									DWG. NO. 5-2605

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

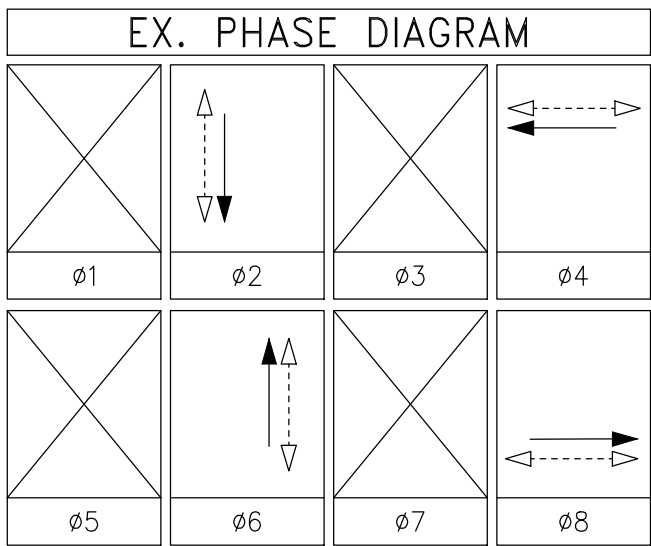
INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2

INSTALL WLAN EQUIPMENT PANEL WITH NETWORK DROP IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

SYMBOL LEGEND:

M

PROPOSED MAST ARM MOUNTED TSP RADIO WITH ANTENNA(S)
(ARROW DENOTES DIRECTION OF ANTENNA)

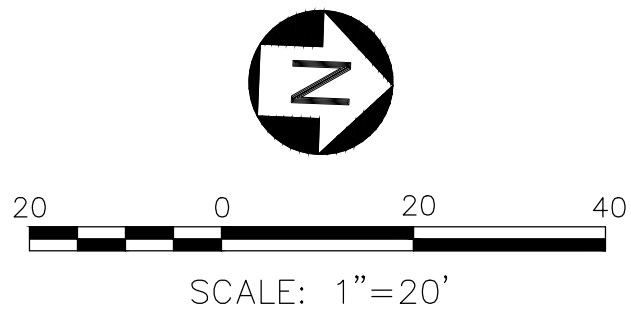
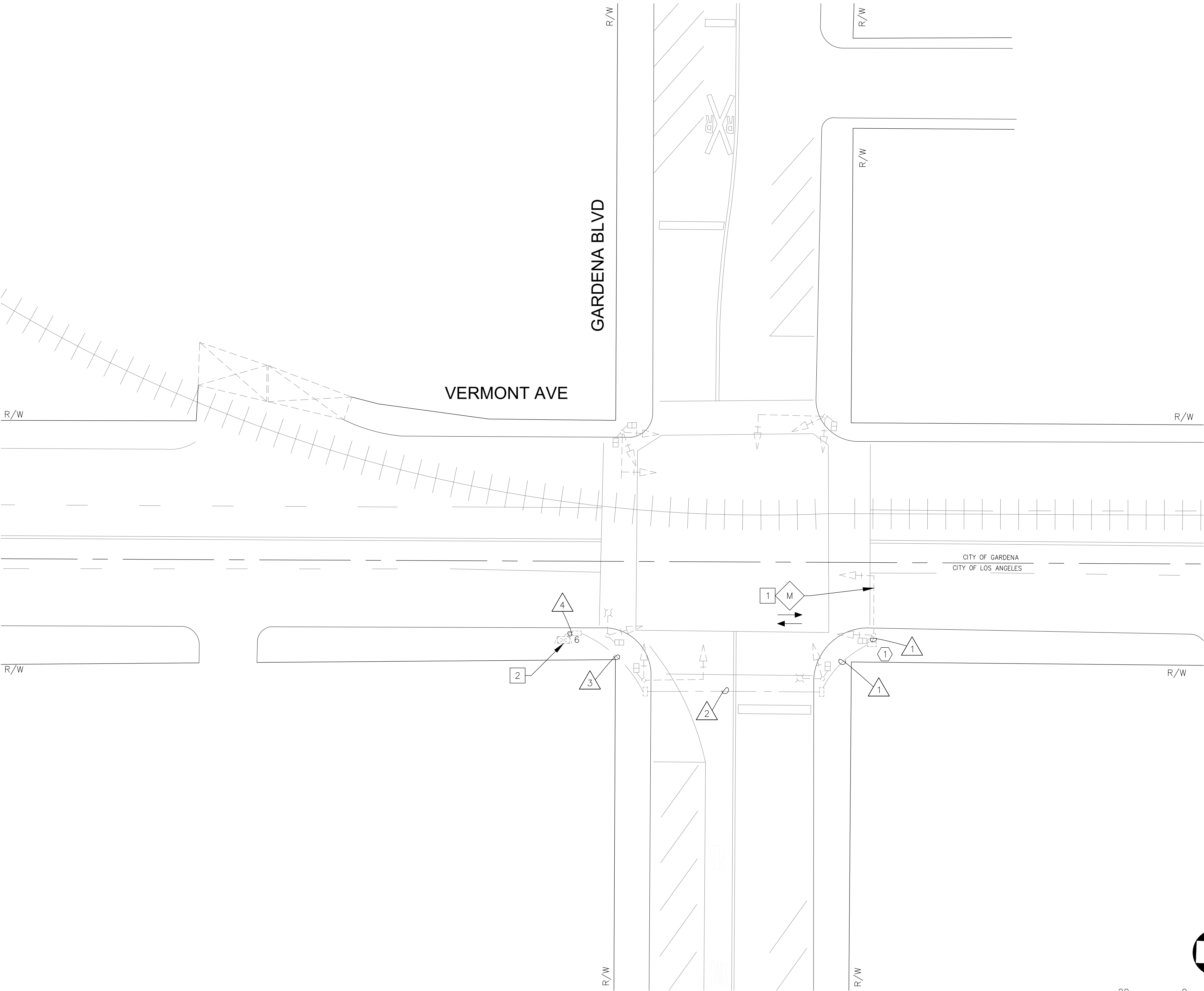


CONDUCTOR SCHEDULE							
CONDUCTOR/CABLE		1	2	3	4		
12CSC		3CSC		1	2	3	6
DLC (TWO-PAIR)		-		1	1	5	
EVP CABLE (MODEL 138)		1		1	2	3	
#10	LUMINAIRE	2		2	2	2	
#12	I.S.N.S.	2		2	2	2	
SIGNAL INTERCONNECT (6PR #19)		-		-	-	2	
CAT5E CABLE		1(N)		1(N)	1(N)	1(N)	
CONDUIT SIZE		2"		3"	3"	2-3"	
PERCENT FILL (%)		26		22	31	33	

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING
EXCEPT AS NOTED: (N) = NEW

POLE SCHEDULE									
POLE NO.	TYPE	HEIGHT	LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.
			M.A.	M.A.	L.E.D	M.A.	VEH.	PED.	
1	16-2-70	17'	20'	-	-	MAS	SV-1-T	SP-1-T	Gardena Blvd

ALL EQUIPMENT IS EXISTING



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9450
Fax: (949) 270-9451

Plan prepared under
the direction of:

REGISTERED PROFESSIONAL ENGINEER
No. 72982
12/31/21
CIVIL
STATE OF CALIFORNIA

DATE

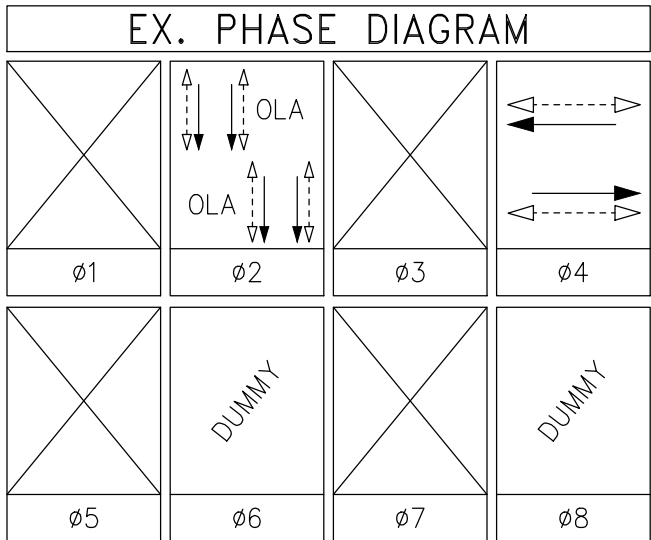
NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA				
DEPARTMENT OF PUBLIC WORKS			ENGINEERING DIVISION	
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT				
LIMITS : VERMONT AVENUE AND 164th ST / GARDENA BOULEVARD				
F. B. REF.		APPROVED BY : <i>Allan Rigg</i>		
DESIGNED BY	D.S.	11/17/2020	DATE : 12/2/21	
		DIRECTOR OF PUBLIC WORKS		
DRAWN BY	D.S.	10/22/2021		
CHECKED BY	P.F.	10/23/2021	SHT. 3 OF 26	DWG. NO. 5-2605









CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1
- INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNA PER DETAIL 5 ON SHEET 23.
- 2
- INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.
- 3
- REPLACE BROKEN PULL BOX LID.

SYMBOL LEGEND:



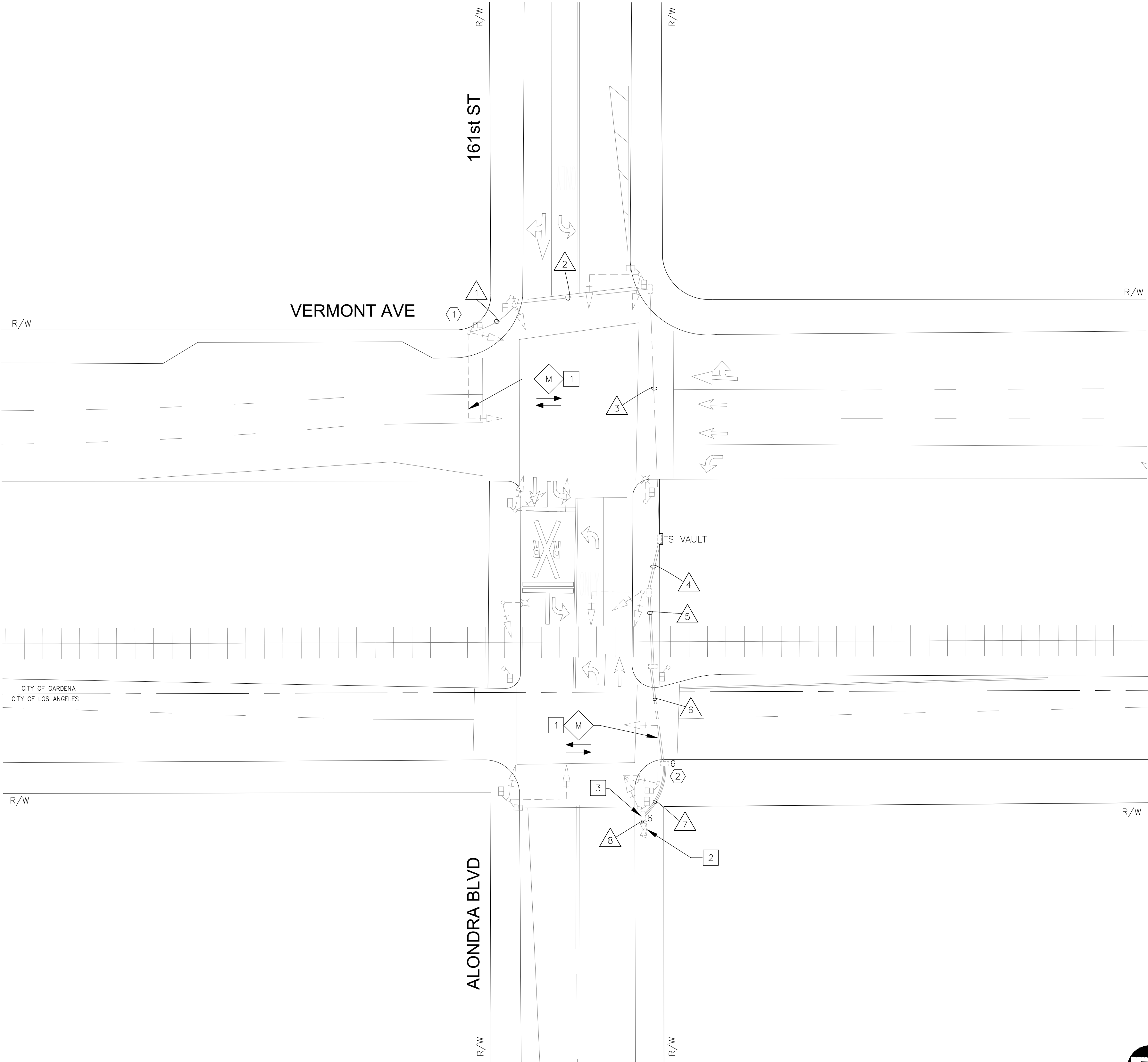
OLA = ø6

CONDUCTOR SCHEDULE												
CONDUCTOR/CABLE												
12CSC	3CSC	1	2	2	3	4	6	7	6	9	11	12
DLC (TWO-PAIR)		—	2	5	5	5	5	5	5	9		
EVP CABLE (MODEL 138)		1	1	1	1	2	2	2	3	3		
#10	LUMINAIRE	2	2	2	2	4	4	4	4	6	6	
#12	I.S.N.S.	2	2	2	2	4	4	4	4	6	6	
SIGNAL INTERCONNECT (6PR #19)		—	—	—	—	—	—	—	—	—	1	
CAT5E CABLE		1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)		
CONDUIT SIZE		2"	3"	3"	2-3"	2-3"	2-3"	2-3"	3-3"	3-3"		
PERCENT FILL (%)		29	24	37	31	35	44	38	43			

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE									
POLE No.	TYPE	HEIGHT	M.A.	LUMINAIRE			SIGNAL MOUNTING		
				M.A.	L.E.D		M.A.	VEH.	PED.
1	19-4-113	30'	25'	12'	250W		MAS	SV-1-T	SP-1-T
2	19-4-113	30'	20'	12'	250W		MAS	SV-1-T	SP-1-T

ALL EQUIPMENT IS EXISTING



20 0 20 40
SCALE: 1"=20'

BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:



DATE

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA					
DEPARTMENT OF PUBLIC WORKS			ENGINEERING DIVISION		
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT					
LIMITS : VERMONT AVENUE AND ALONDRA BLVD/161st STREET					
F. B. REF.			APPROVED BY :		
			<i>Alan Pegg</i>		DATE : 12/2/21
DESIGNED BY		D.S.	11/17/2020	DIRECTOR OF PUBLIC WORKS	
DRAWN BY		D.S.	10/22/2021		
CHECKED BY		P.F.	10/23/2021	SHT. 4 OF 26	DWG. NO. 5-2605

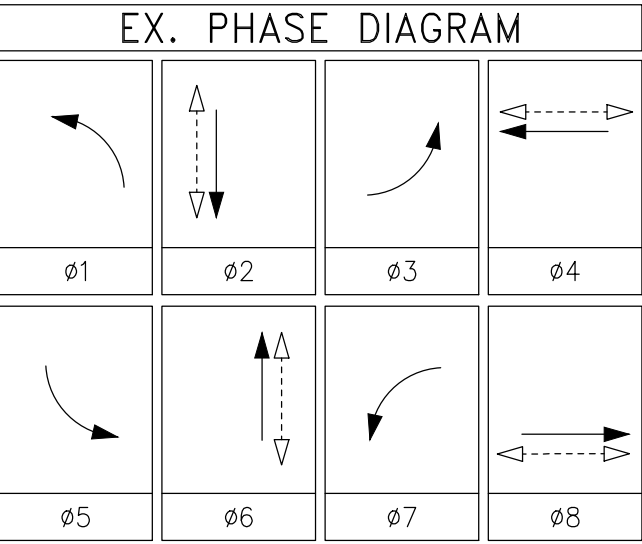
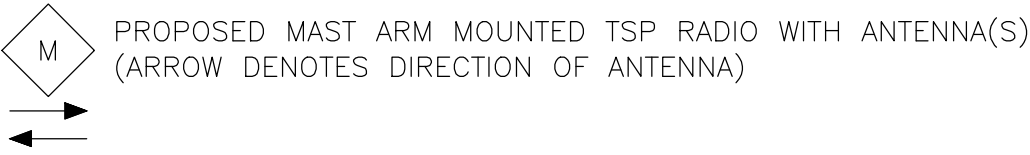
CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

INSTALL WLAN TSP RADIO EQUIPMENT WITH SINGLE PANEL ANTENNA PER DETAIL 5 ON SHEET 23.
- 2

INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

SYMBOL LEGEND:

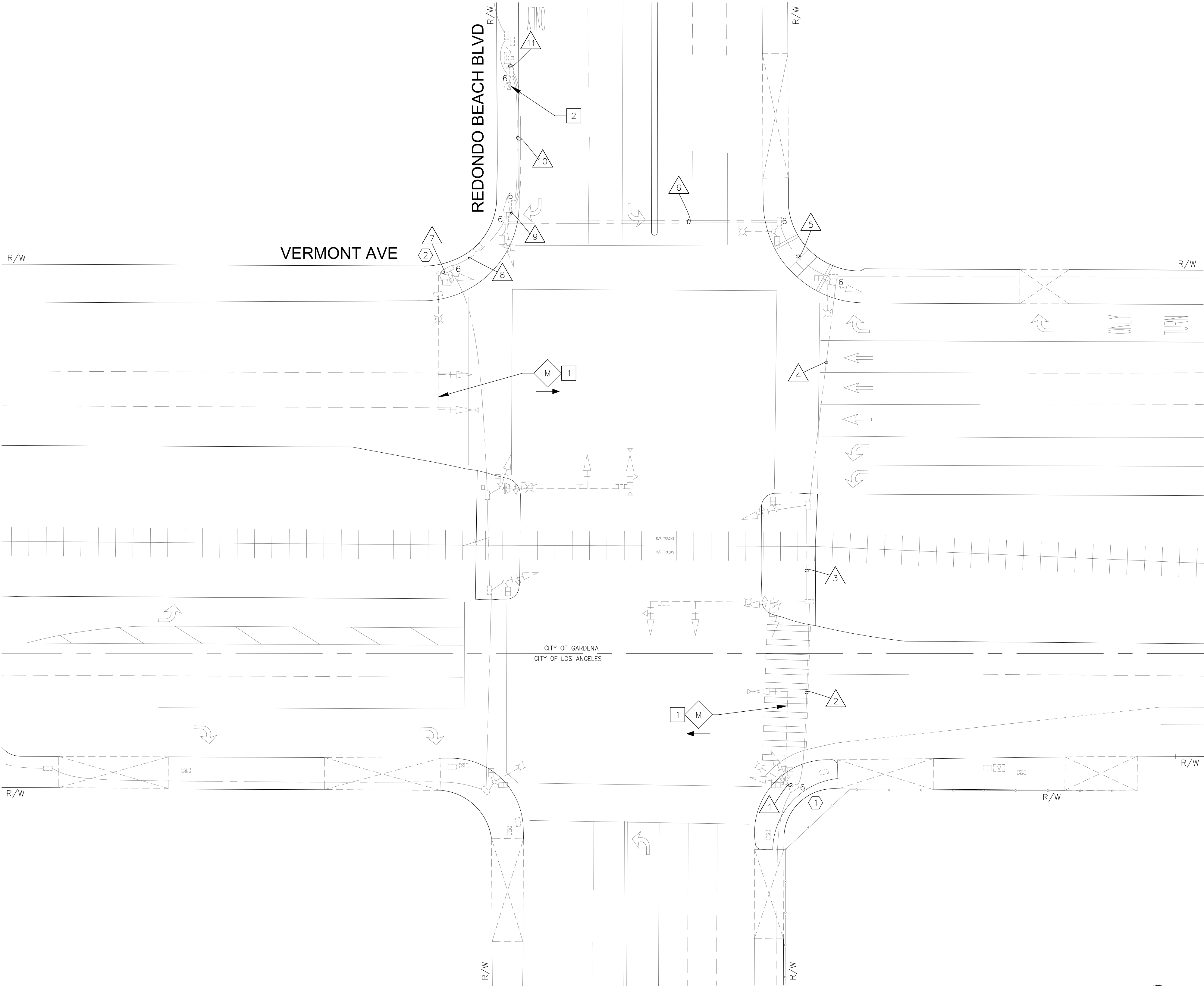


CONDUCTOR SCHEDULE												
CONDUCTOR /CABLE	1	2	3	4	5	6	7	8	9	10	11	
12CSC												
	3CSC	2	2	2	4	3	5	4	6	5	7	6
DLC (TWO-PAIR)	2	2	2	2	7	7	-	1	9	11	13	
EVP CABLE (MODEL 138)	1	1	1	1	1	2	1	3	4	4	4	
#10	LUMINAIRE	2	2	2	2	2	4	2	4	4	4	4
#12	I.S.N.S.	2	2	2	2	2	4	2	4	4	4	4
SIGNAL INTERCONNECT (6PR #19)	-	-	-	-	-	-	-	-	-	-	-	1
CATSE CABLE	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	2(N)	2(N)	2(N)	
CONDUIT SIZE	3"	2.5"	3"	3"	4"	2-3"	3"	2-3"	2-3"	2-3"	2-3"	4"
PERCENT FILL (%)	24	36	40	50	34	36	18	27	32	33	34	

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED: (N) = NEW

POLE SCHEDULE										
POLE No.	TYPE	HEIGHT	M.A.	LUMINAIRE		SIGNAL MOUNTING			I.I.S.N.S.	
				M.A.	L.E.D	M.A.	VEH.	PED.		
1	19-2-100	30'	30'	12'	250W	MAS	SV-2-TA	SP-2-T	Redondo Beach Blvd	
2	26-4-100	30'	45'	15'	250W	2-MAS	SV-1-T	SP-1-T	Redondo Beach Blvd	

ALL EQUIPMENT IS EXISTING



VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9450
Fax: (949) 270-9451

Plan prepared under
the direction of:

DATE _____

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA
DEPARTMENT OF PUBLIC WORKS
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM
LIMITS : VERMONT AVENUE AND REDONDO BEACH BOULEVARD

F. B. REF.

DESIGNED BY

DRAWN BY

CHECKED BY

D.S.

D.S.

D.S.

P.F.

11/17/2020

10/22/2021

10/23/2021

12/2/21

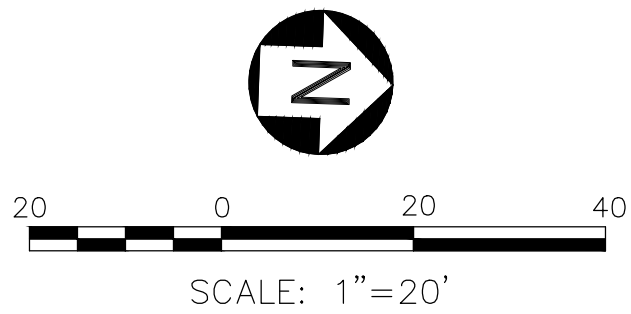
APPROVED BY :

DIRECTOR OF PUBLIC WORKS

DATE : 12/2/21

SHT. 5 OF 26

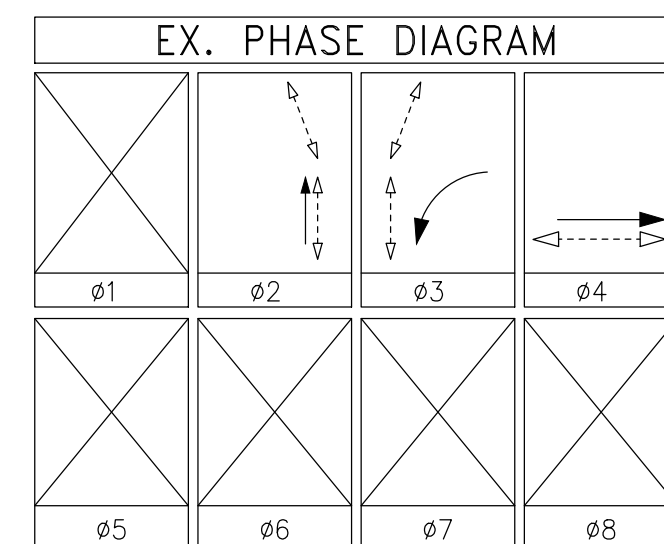
DWG. NO. 5-2605








BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND REDONDO BEACH BLVD.

- 1 INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2 INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

PROPOSED MAST ARM MOUNTED TSP RADIO WITH ANTENNA(S)
(ARROW DENOTES DIRECTION OF ANTENNA)

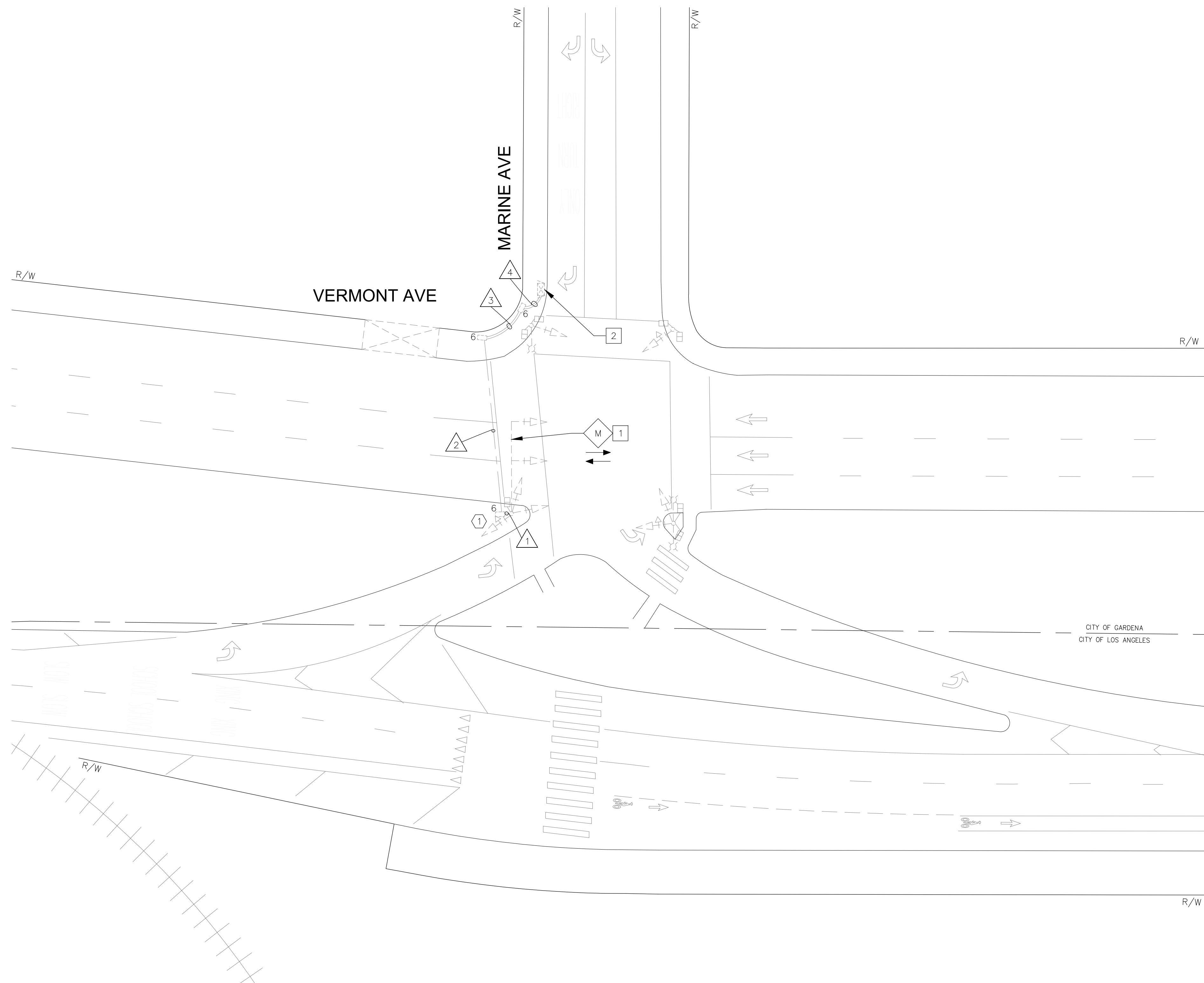


CONDUCTOR SCHEDULE									
CONDUCTOR/CABLE									
12CSC						2	1	3	2
						7	1	7	8
						3CSC			
DLC (TWO-PAIR)				—	1	4	5		
EVP CABLE (MODEL 138)				1	1	1	1		
#10	LUMINAIRE			2	2	4	4		
#12	I.S.N.S.			2	2	4	4		
SIGNAL INTERCONNECT (6PR#19)				—	—	—	1		
CAT5E CABLE				1(N)	1(N)	1(N)	1(N)		
CONDUIT SIZE				3"	2.5"	2-3"	2-3"		
PERCENT FILL (%)				20	45	35	38		

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING
EXCEPT AS NOTED: (N) = NEW

POLE SCHEDULE									
POLE NO.	TYPE	HEIGHT	M.A.	M.A.	LUMINAIRE L.E.D	M.A.	SIGNAL MOUNTING VEH.	PED.	I.I.S.N.S.
①	19-3-100	30'	30'	12'	2-250W	2-MAS	SV-3-TA	SP-2-T	Marine Ave

ALL EQUIPMENT IS EXISTING

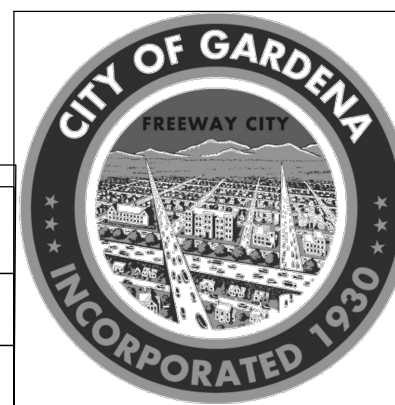


20 0 20 40

SCALE: 1"=20'

BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under the direction of:	
---------------------------------------	--



DATE _____

NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA			
					DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION	
					PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT			
					LIMITS : VERMONT AVENUE AND MARINE AVENUE			
					F. B. REF.		APPROVED BY : <i>Alan Rigg</i> DATE : 12/2/21	
					DESIGNED BY	D.S.	11/17/2020	
					DRAWN BY	D.S.	10/22/2021	
					CHECKED BY	P.F.	10/23/2021	
					SHT. 6 OF 26		DWG. NO. 5-2605	

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1
- INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNA PER DETAIL 5 ON SHEET 23.

2

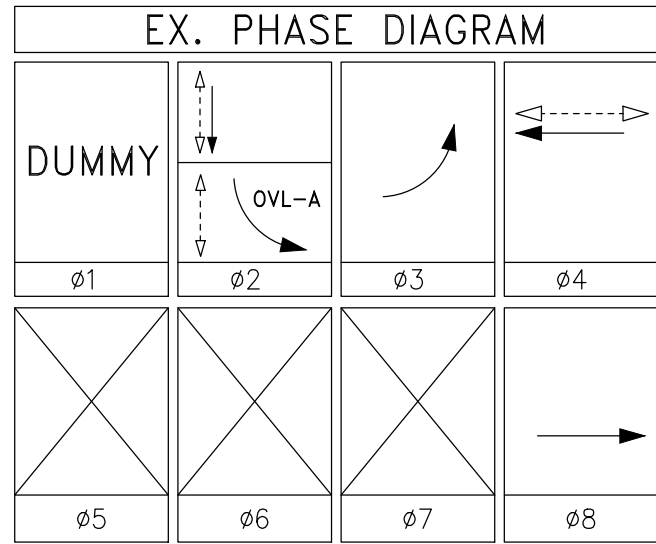
INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

SYMBOL LEGEND:

M

PROPOSED MAST ARM MOUNTED TSP RADIO WITH ANTENNA(S)
(ARROW DENOTES DIRECTION OF ANTENNA)

→

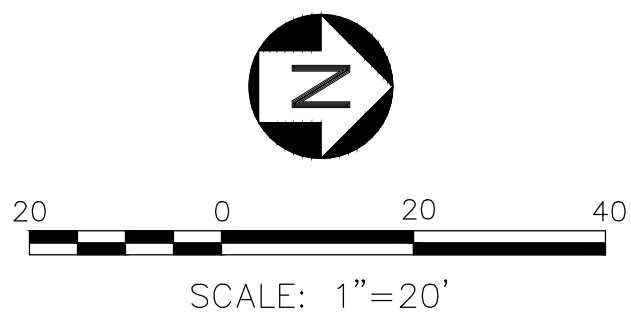
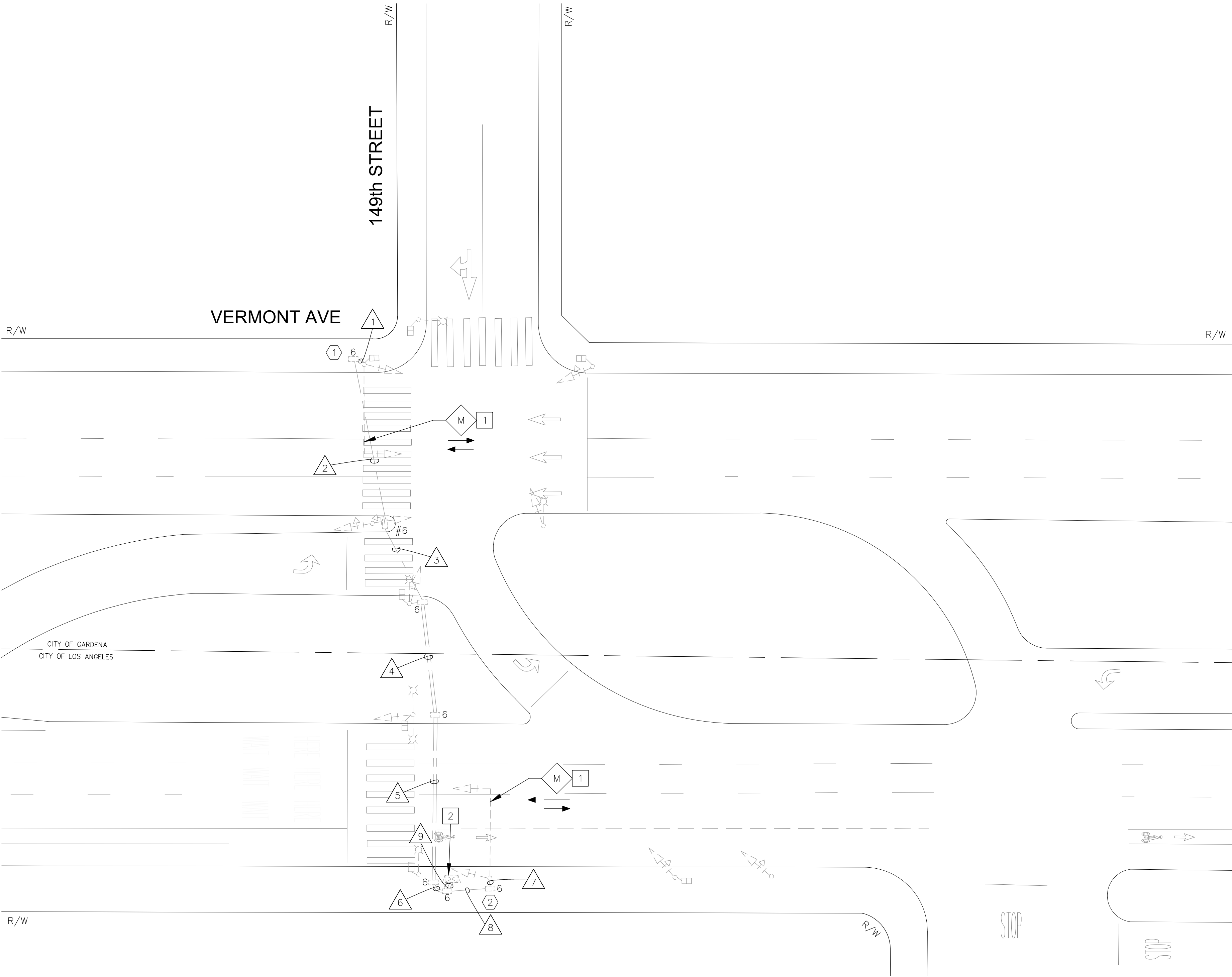


CONDUCTOR SCHEDULE												
CONDUCTOR/CABLE		1	2	3	4	5	6	7	8	9		
12CSC	3CSC	1	2	2	4	2	5	2	6	2	6	3
DLC (TWO-PAIR)		-	4	5	5	6	10	-	-	10		
EVP CABLE (MODEL 138)		1	1	2	3	3	3	1	2	5		
#8	LUMINAIRE	3	3	3	3	3	3	-	-	-		
#12	I.S.N.S.	2	2	2	2	2	2	2	2	-		
SIGNAL INTERCONNECT (6PR#22)		-	1	1	1	1	1	-	-	1		
CATSE CABLE		1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	2(N)		
CONDUIT SIZE		3"	4"	4"	2-4"	2-4"	2-4"	3"	4"	2-4"		
PERCENT FILL (%)		15	17	26	15	17	19	11	15	25		

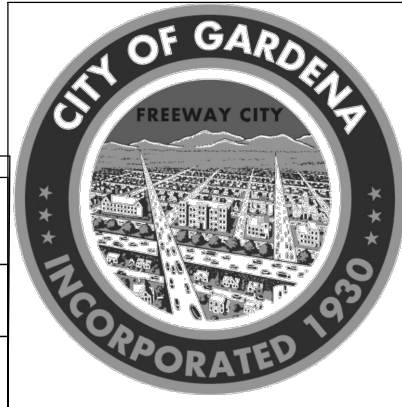
ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE									
POLE NO.			LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.
	TYPE	HEIGHT	M.A.	M.A.	L.E.D	M.A.	VEH.	PED.	
①	18-4-100	17'	30'	-	-	MAS	SV-1-T	SP-1-T	149th St
②	18-4-100	17'	30'	-	-	MAS	SV-1-T	-	149th St

ALL EQUIPMENT IS EXISTING



VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:

REGISTERED PROFESSIONAL ENGINEER
PAUL FRIELI
No. 72982
12/31/21
S. I. V. I.
STATE OF CALIFORNIA

DATE

NO.	REVISIONS	DATE	BY	APP.

BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

CITY OF GARDENA

DEPARTMENT OF PUBLIC WORKSENGINEERING DIVISION

PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT

LIMITS : VERMONT AVENUE AND 149th STREET

F. B. REF.

DESIGNED BYD.S.11/17/2020

DRAWN BYD.S.10/22/2021

CHECKED BYP.F.10/23/2021

APPROVED BY :
Allan Rigg
DIRECTOR OF PUBLIC WORKS

DATE : 12/2/21

SHT. 7 OF 26

DWG. NO. 5-2605

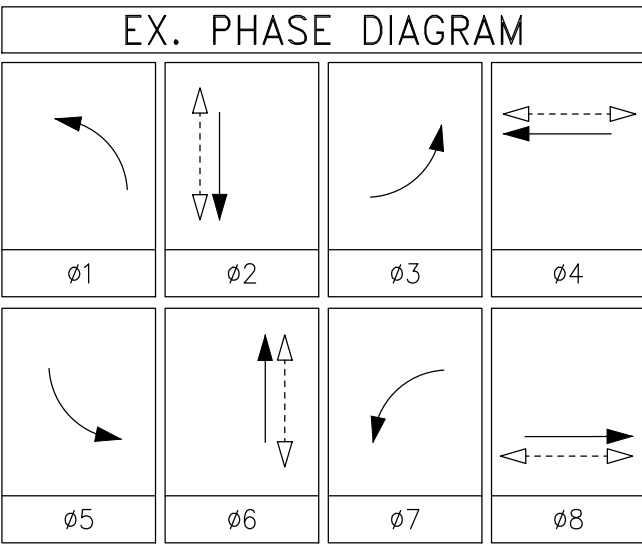
CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1
- INSTALL WLAN TSP RADIO EQUIPMENT WITH SINGLE PANEL ANTENNA PER DETAIL 5 ON SHEET 23.
- 2
- INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNA PER DETAIL 5 ON SHEET 23.
- 3
- INSTALL WLAN EQUIPMENT PANEL WITH NETWORK DROP IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

SYMBOL LEGEND:

M

PROPOSED MAST ARM MOUNTED TSP RADIO WITH ANTENNA(S)
(ARROW DENOTES DIRECTION OF ANTENNA)

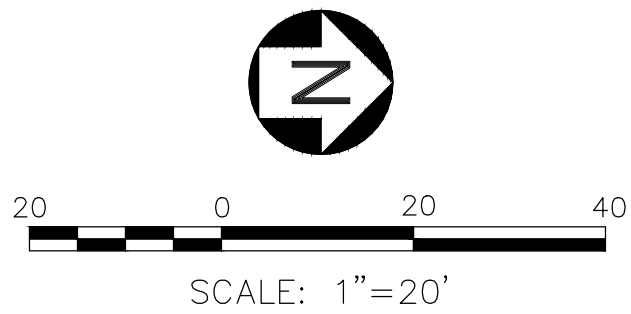
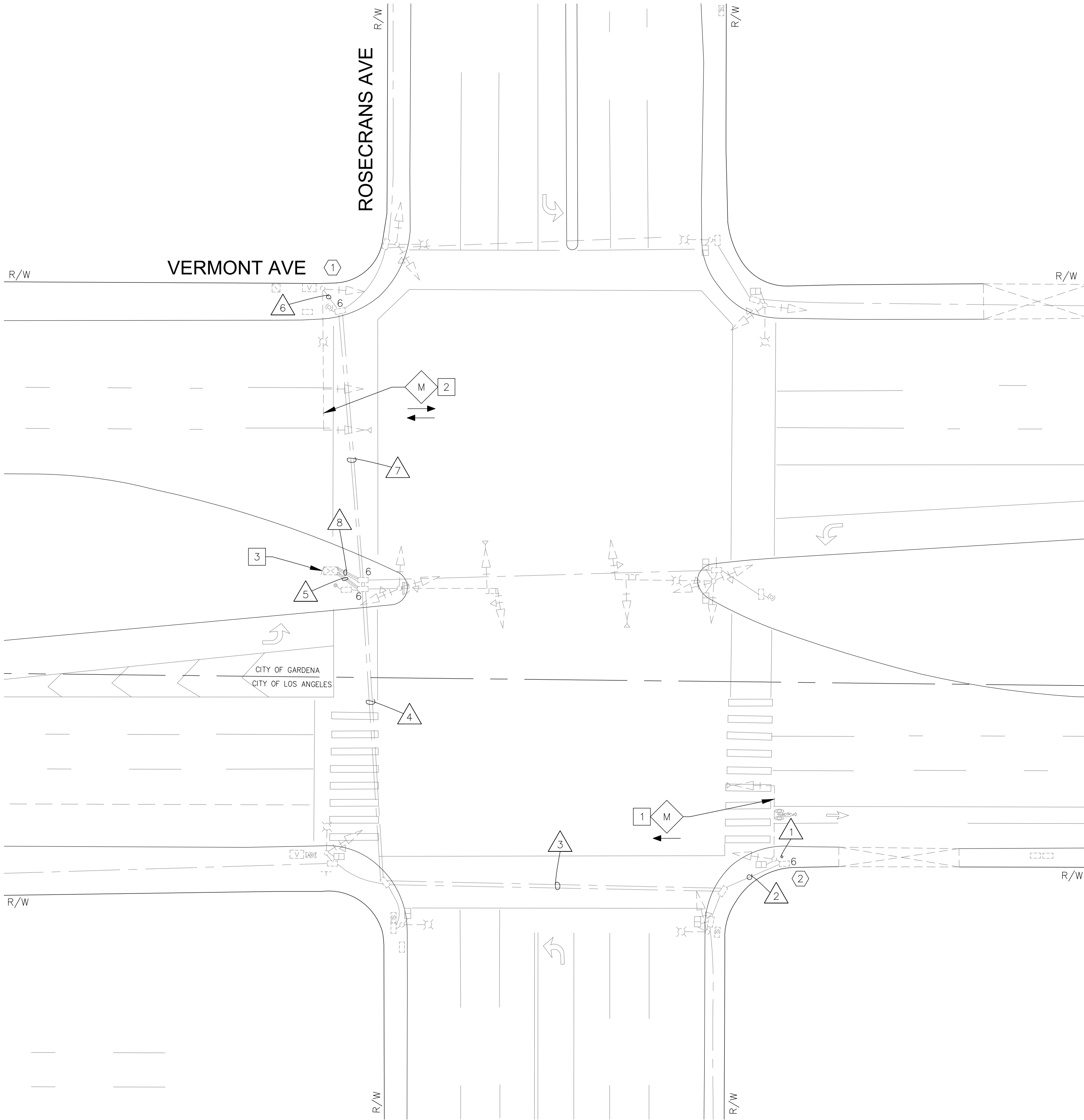


CONDUCTOR SCHEDULE											
CONDUCTOR/CABLE		1	2	3	4	5	6	7	8		
12CSC		1	1	1	2	4	6	1	4	6	5
DLC (TWO-PAIR)		-	-	5	9	11	-	8	10		
EVP CABLE (MODEL 138)		1	1	1	1	-	1	1	4		
CCTV CABLE		-	-	-	-	1	-	-	-		
WIRELESS ANTENNA CABLE		-	-	-	-	1	-	-	-		
#10	LUMINAIRE	2	2	2	2	2	2	2	2		
#12	I.S.N.S.	2	2	2	2	2	2	2	2		
SIGNAL INTERCONNECT (6PR #19)		-	-	-	-	1	-	-	-		
CAT5E CABLE		1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	2(N)		
CONDUIT SIZE		1.5	2"	2-2"	2-3"	3-3"	3"	2-3"	3-3"		
PERCENT FILL (%)		48	29	29	24	23	13	23	23		

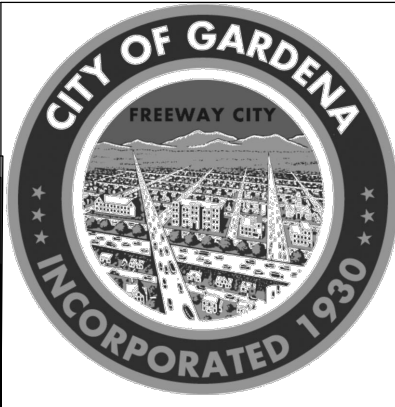
ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE									
POLE No.	TYPE	HEIGHT	LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.
			M.A.	M.A.	L.E.D	M.A.	VEH.	PED.	
1	26-4-100	30'	40'	15'	250W	2-MAS	SV-1-T	SP-1-T	Rosecrans Ave
2	17-2-113	30'	20'	6'	250W	MAS	SV-1-T	SP-1-T	Rosecrans Ave

ALL EQUIPMENT IS EXISTING



VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

iteris®

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Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:

DATE _____

NO.	REVISIONS	DATE	BY	APP.

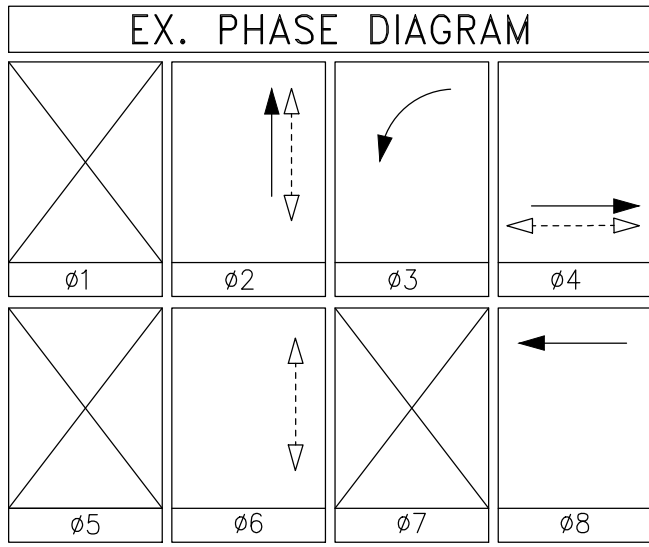
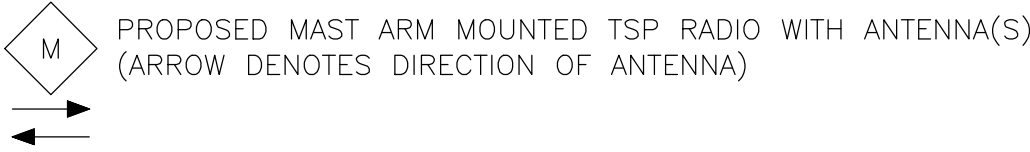
BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND ROSECRANS AVENUE.

CITY OF GARDENA					
DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION			
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT					
LIMITS : VERMONT AVENUE AND ROSECRANS AVENUE					
F. B. REF.					
DESIGNED BY	D.S.	11/17/2020	APPROVED BY : <i>Allan Rigg</i> DATE : 12/2/21		
DRAWN BY	D.S.	10/22/2021	DIRECTOR OF PUBLIC WORKS		
CHECKED BY	P.F.	10/23/2021	SHT. 8 OF 26 DWG. NO. 5-2605		

CONSTRUCTION NOTES: (THIS SHEET ONLY)

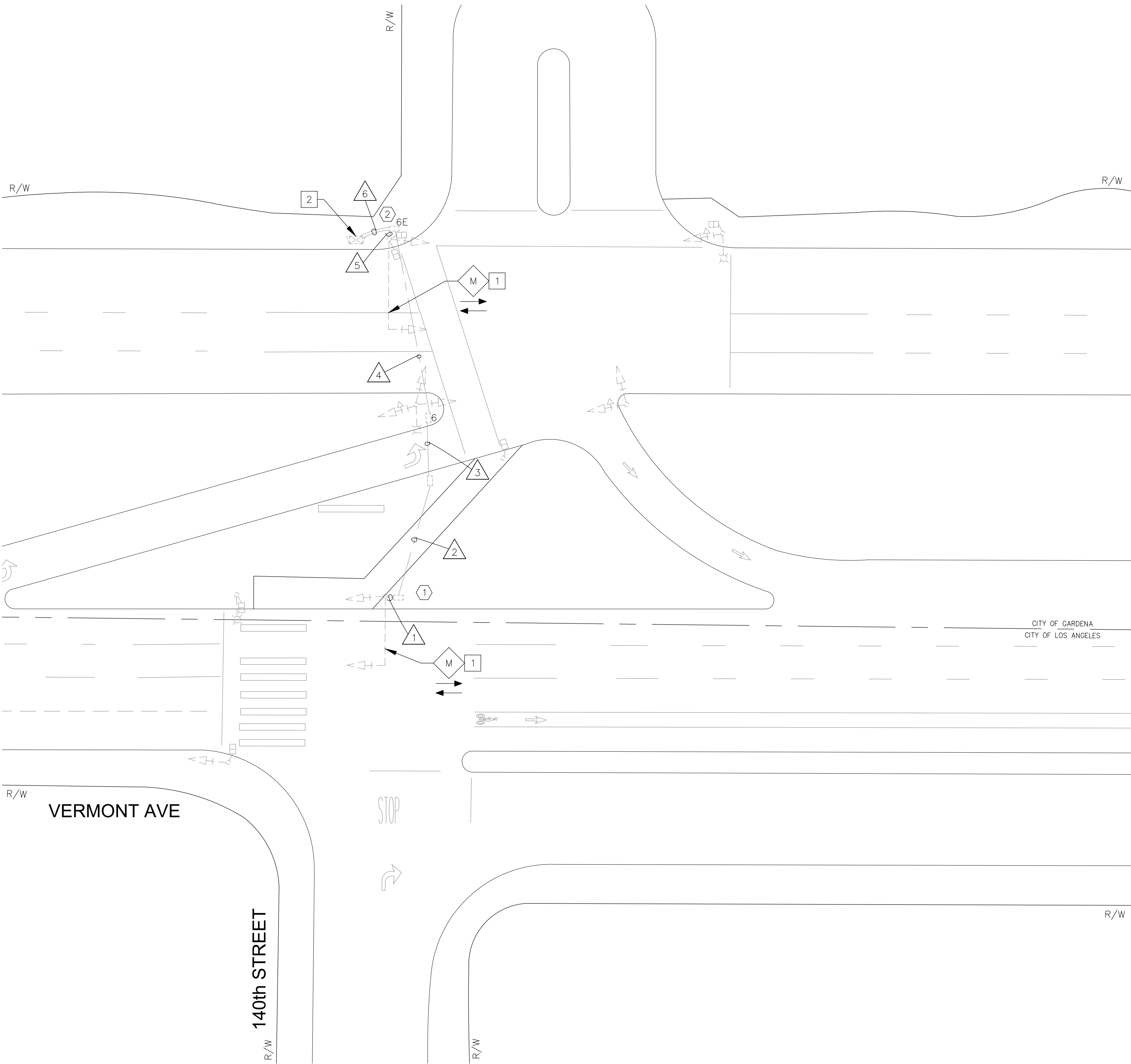
- 1
- INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2
- INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

SYMBOL LEGEND:



CONDUCTOR SCHEDULE											
CONDUCTOR/CABLE		1	2	3	4	5	6				
12CSC		1	2	3	2	4	3	1	6	4	
DLC (TWO-PAIR)		-	-	-	2	-	6				
EVP CABLE (MODEL 138)		-	-	-	-	1	1				
#8	LUMINAIRE	-	-	2	2	2	2	-			
#12	I.S.N.S.	2	2	2	2	2	2	-			
SIGNAL INTERCONNECT (6PR#19)		-	-	-	-	-	2				
CAT5E CABLE		1(N)	1(N)	1(N)	1(N)	1(N)	2(N)				
CONDUIT SIZE		1.5"	1.5"	2.5"	3"	2"	2-3"				
PERCENT FILL (%)		35	65	44	39	31	31				
ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED: (N) = NEW											

POLE SCHEDULE									
POLE NO.	TYPE	HEIGHT	LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.
			M.A.	M.A.	L.E.D	M.A.	VEH.	PED.	
1	LS-100-16BP	16'	20'	-	-	MAS	SV-1-T	-	140th St
2	19-3-129-30	30'	35'	15'	101W	MAS	SV-1-T	SP-2-T	Carnelian Pl
ALL EQUIPMENT IS EXISTING									



VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



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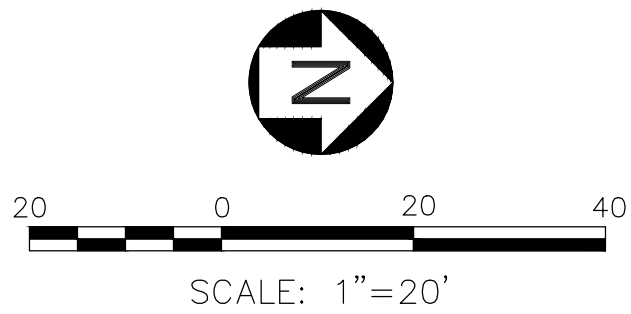
Plan prepared under
the direction of:

REGISTERED PROFESSIONAL ENGINEER
PAUL FRIELT
No. 72982
12/31/21
S. I. V. I.
STATE OF CALIFORNIA

DATE

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA									
DEPARTMENT OF PUBLIC WORKS					ENGINEERING DIVISION				
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT									
LIMITS : VERMONT AVENUE AND 140th STREET									
F. B. REF.			APPROVED BY : <i>Allan Rigg</i> DIRECTOR OF PUBLIC WORKS						
DESIGNED BY		D.S.	11/17/2020					DATE : <i>12/2/21</i>	
DRAWN BY		D.S.	10/22/2021						
CHECKED BY		P.F.	10/23/2021	SHT. <u>9</u> OF <u>26</u>		DWG. NO. <u>5-2605</u>			



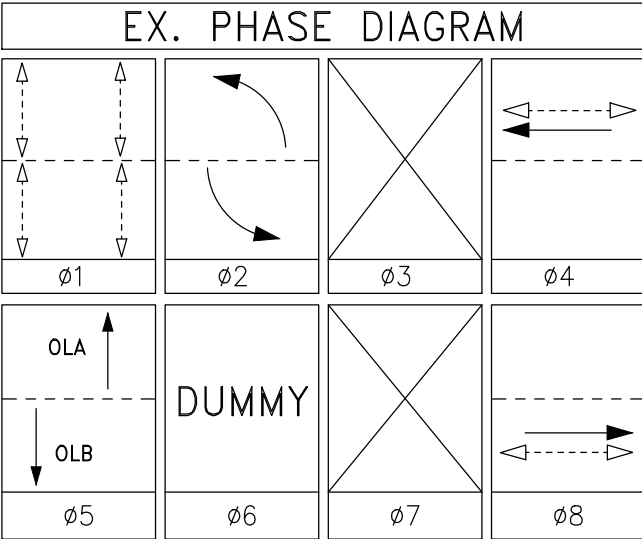
BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1
- INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.

- 2
- INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

SYMBOL LEGEND:

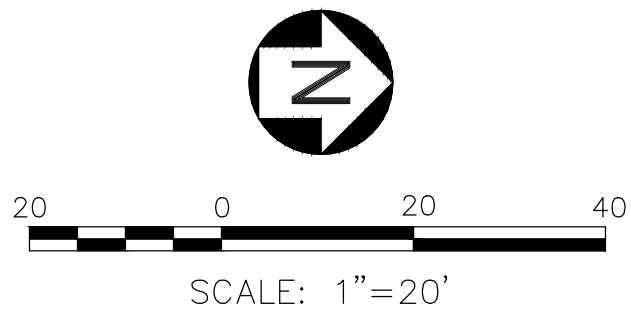
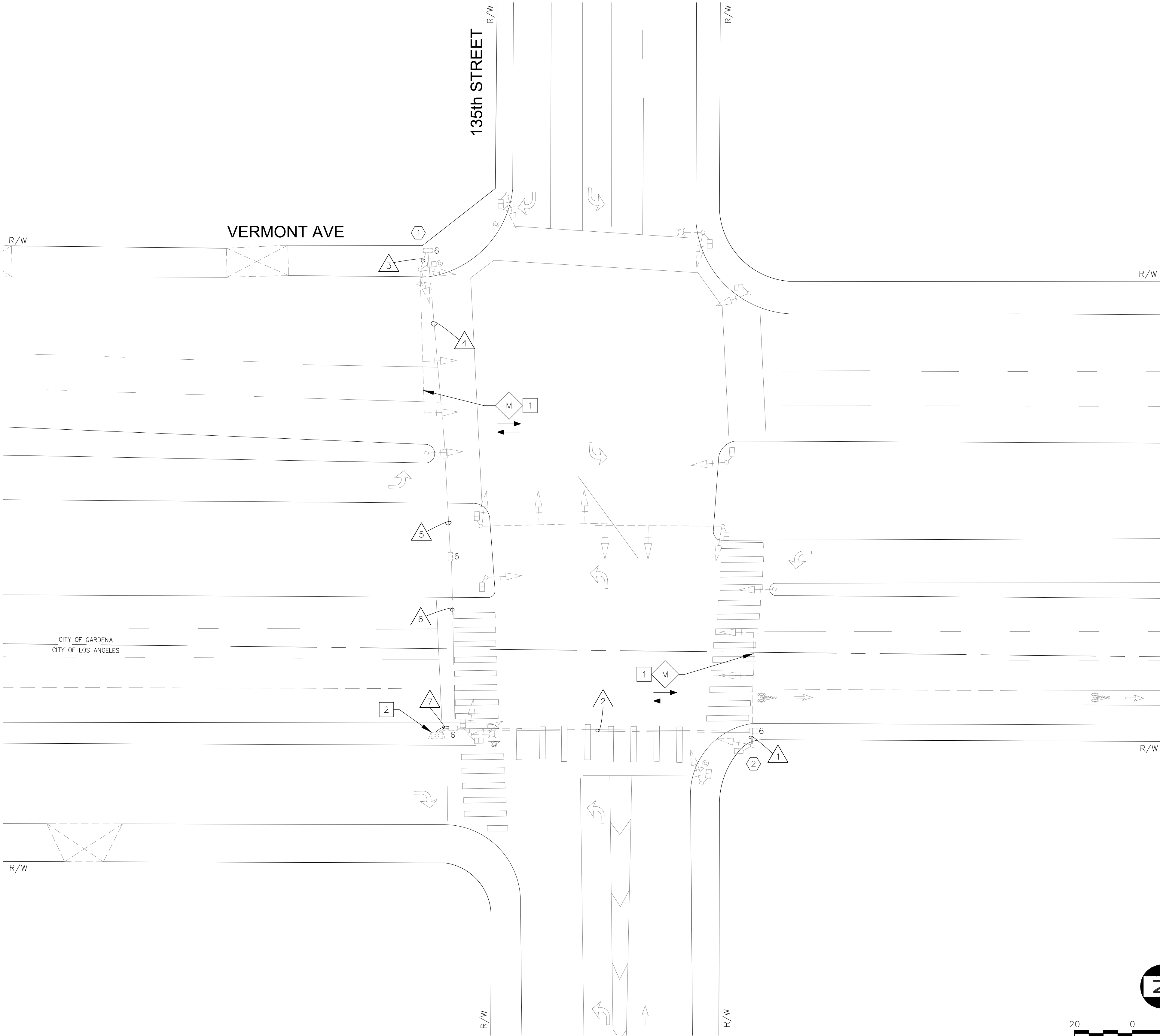


CONDUCTOR SCHEDULE															
CONDUCTOR/CABLE		1	2	3	4	5	6	7							
12CSC		3CSC		2	1	4	2	1	5	3	5	4	7	5	—
DLC (TWO-PAIR)		—	4	—	7	8	8	—							
EVP CABLE (MODEL 138)		1	1	1	1	1	2	—							
#10	LUMINAIRE	2	2	2	2	2	2	—							
#12	I.S.N.S.	2	2	2	2	2	2	—							
SIGNAL INTERCONNECT (6PR#22)		—	—	—	—	—	—	—							
CAT5E CABLE		1(N)	1(N)	1(N)	1(N)	1(N)	1(N)	2(N)							
CONDUIT SIZE		2"	2-3"	2"	3"	3"	3"	2"(N)							
PERCENT FILL (%)		44	21	44	51	53	34	10							

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE									
POLE NO.	TYPE	HEIGHT	M.A.	M.A.	L.E.D	M.A.	VEH.	PED.	I.I.S.N.S.
1	29-5-100	30'	50'	12'	130W	2-MAS	SV-2-T	SP-1-T	135th St
2	26-4-100	30'	40'	12'	130W	2-MAS	SV-2-T	SP-1-T	135th St

ALL EQUIPMENT IS EXISTING



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%



PLANS PREPARED BY:

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Fax: (949) 270-9481

Plan prepared under
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REGISTERED PROFESSIONAL ENGINEER
PAUL FRIELT
No. 72982
12/31/21
S.I.V.I.
STATE OF CALIFORNIA

DATE

NO.	REVISIONS	DATE	BY	APP.

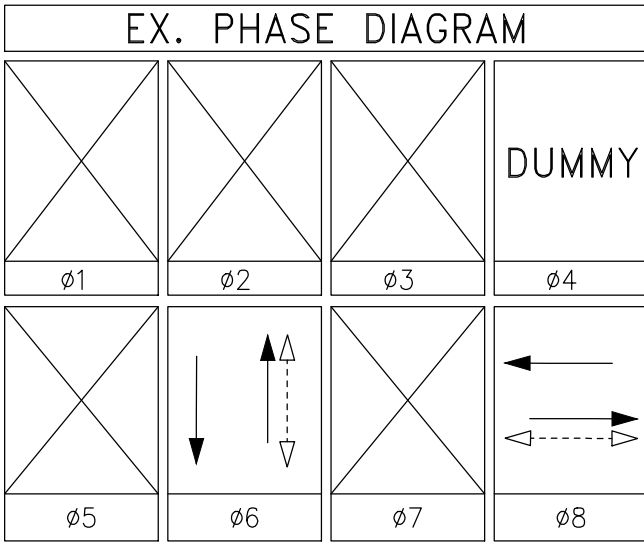
CITY OF GARDENA				
DEPARTMENT OF PUBLIC WORKS			ENGINEERING DIVISION	
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT				
LIMITS : VERMONT AVENUE AND 135th STREET				
F. B. REF.			APPROVED BY : <i>Allan Rigg</i> DIRECTOR OF PUBLIC WORKS	
DESIGNED BY	D.S.	11/17/2020	DATE : 12/2/21	
DRAWN BY	D.S.	10/22/2021		
CHECKED BY	P.F.	10/23/2021	SHT. 10 OF 26	DWG. NO. 5-2605

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2

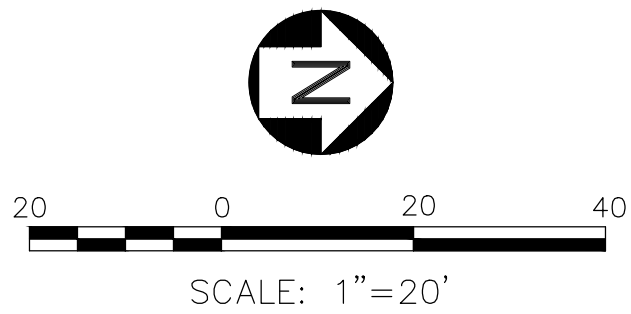
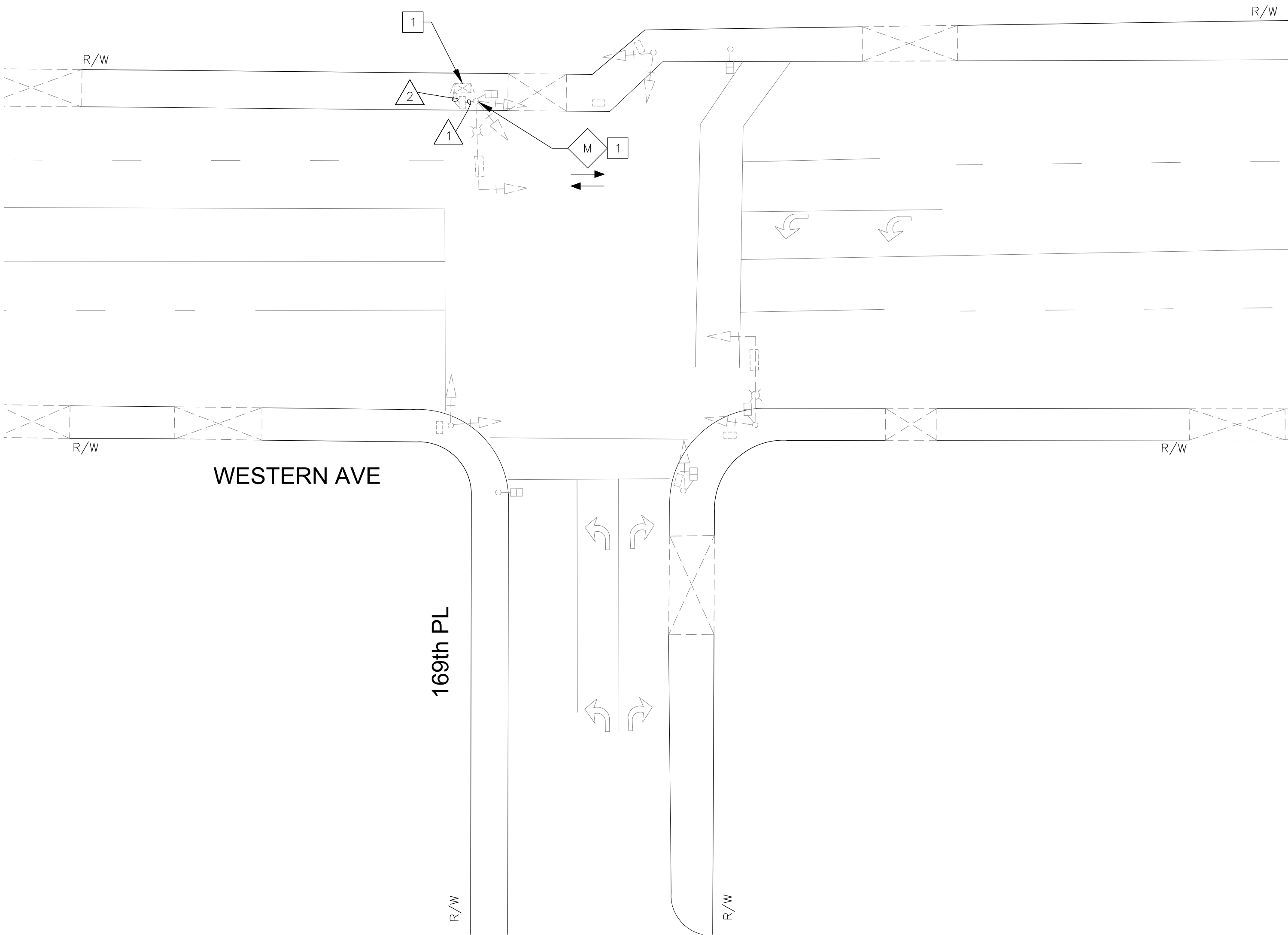
INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.



CONDUCTOR SCHEDULE			
CONDUCTOR/CABLE		1	2
12CSC		1	5
3CSC		1	4
DLC (TWO-PAIR)		—	6
EVP CABLE (MODEL 138)		1	1
#10	LUMINAIRE	2	2
#12	I.S.N.S.	2	2
SINGLE MODE FIBER (12-SMFO)		—	1
SIGNAL INTERCONNECT (6PR#22)		—	1
CAT5E CABLE		1(N)	1(N)
CONDUIT SIZE		2"	2-2.5"
PERCENT FILL (%)		31	42

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE									
POLE NO.	TYPE	HEIGHT	LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.
			M.A.	M.A.	L.E.D	M.A.	VEH.	PED.	
①	17-2-XX	30'	20'	15'	83W	MAS	SV-2-T	SP-1-T	169TH



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:

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Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:



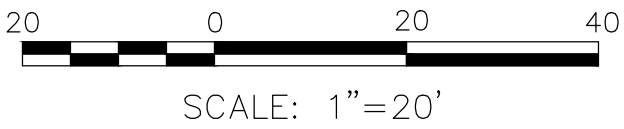
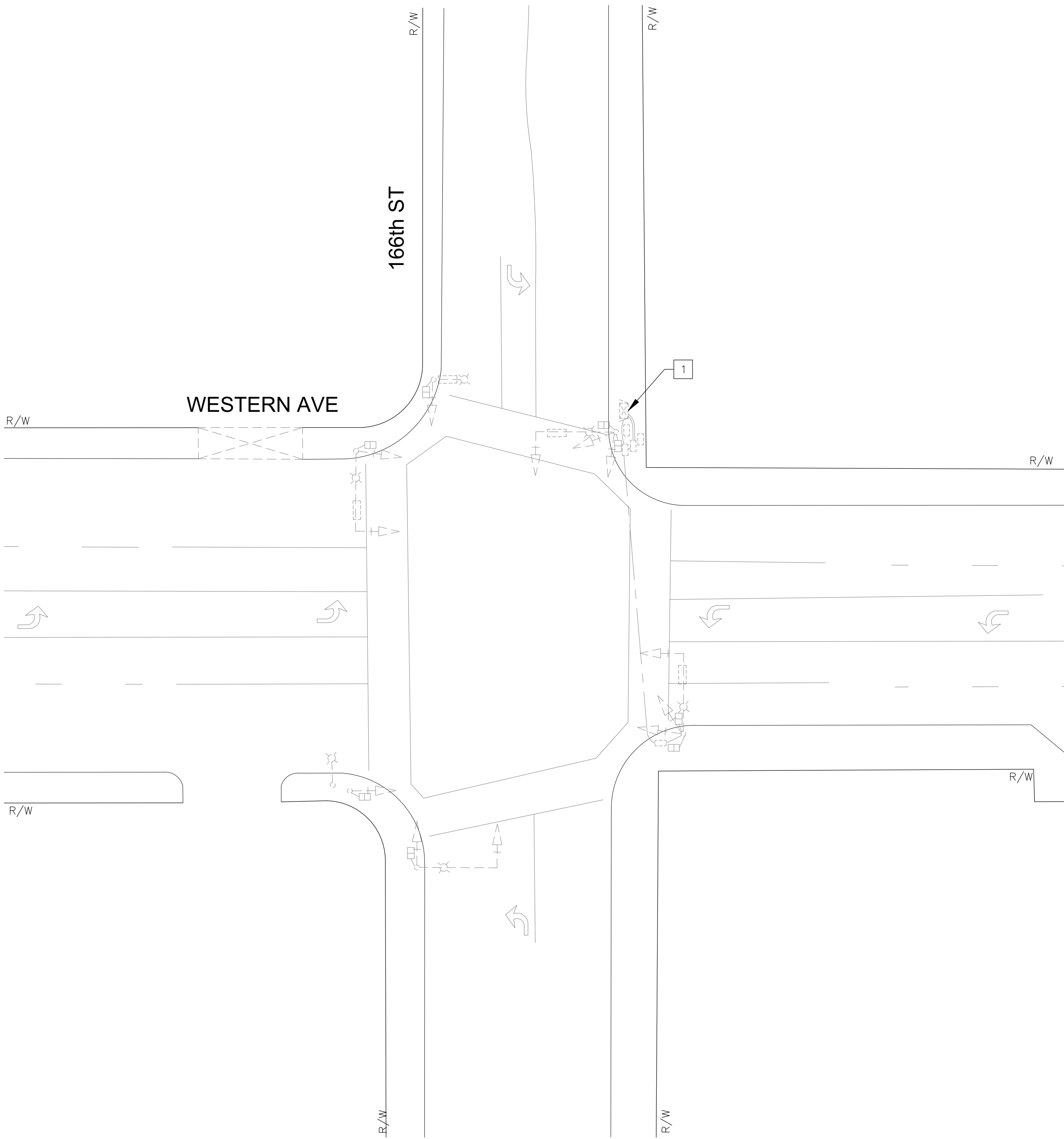
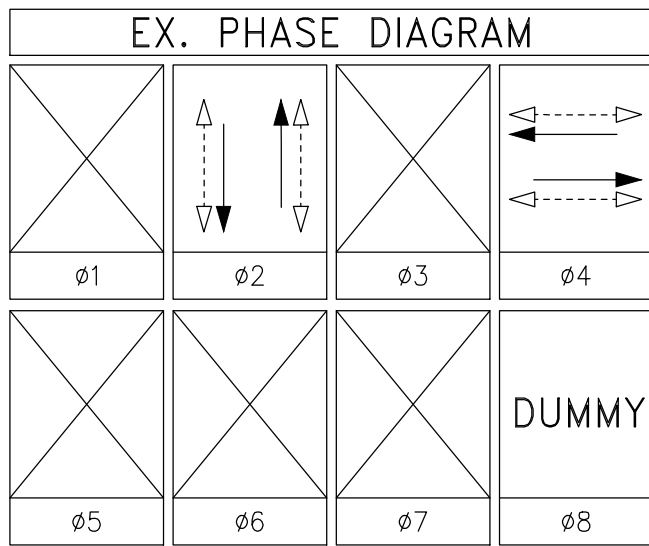
DATE

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA			
DEPARTMENT OF PUBLIC WORKS			ENGINEERING DIVISION
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT			
LIMITS : WESTERN AVENUE AND 169th PLACE			
F. B. REF.			APPROVED BY : <i>Allan Rigg</i> DATE : 12/2/21
DESIGNED BY	D.S.	11/17/2020	DIRECTOR OF PUBLIC WORKS
DRAWN BY	D.S.	11/22/2021	
CHECKED BY	P.F.	11/23/2021	SHT. 11 OF 26 DWG. NO. 5-2605

CONSTRUCTION NOTES: (THIS SHEET ONLY)

1 INSTALL WLAN EQUIPMENT IN CONTROLLER CABINET PER DETAIL 5 ON SHEET 24.



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:

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Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:



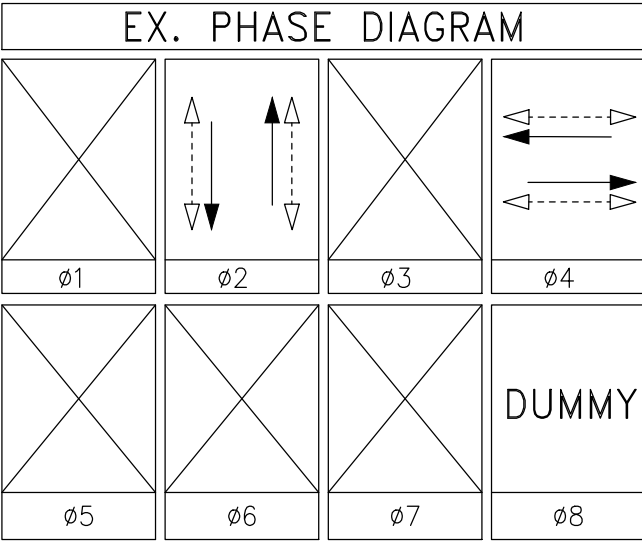
DATE _____

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA				
DEPARTMENT OF PUBLIC WORKS			ENGINEERING DIVISION	
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT				
LIMITS : WESTERN AVENUE AND 166th STREET				
F. B. REF.			APPROVED BY : <i>Allan Rigg</i> DATE : <i>12/2/21</i>	
DESIGNED BY	D.S.	11/17/2020	DIRECTOR OF PUBLIC WORKS	
DRAWN BY	D.S.	11/22/2021		
CHECKED BY	P.F.	11/23/2021	SHT. <i>12</i> OF <i>26</i>	DWG. NO. <i>5-2605</i>

CONSTRUCTION NOTES: (THIS SHEET ONLY)

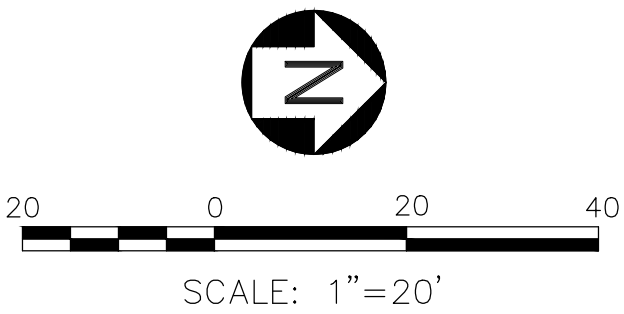
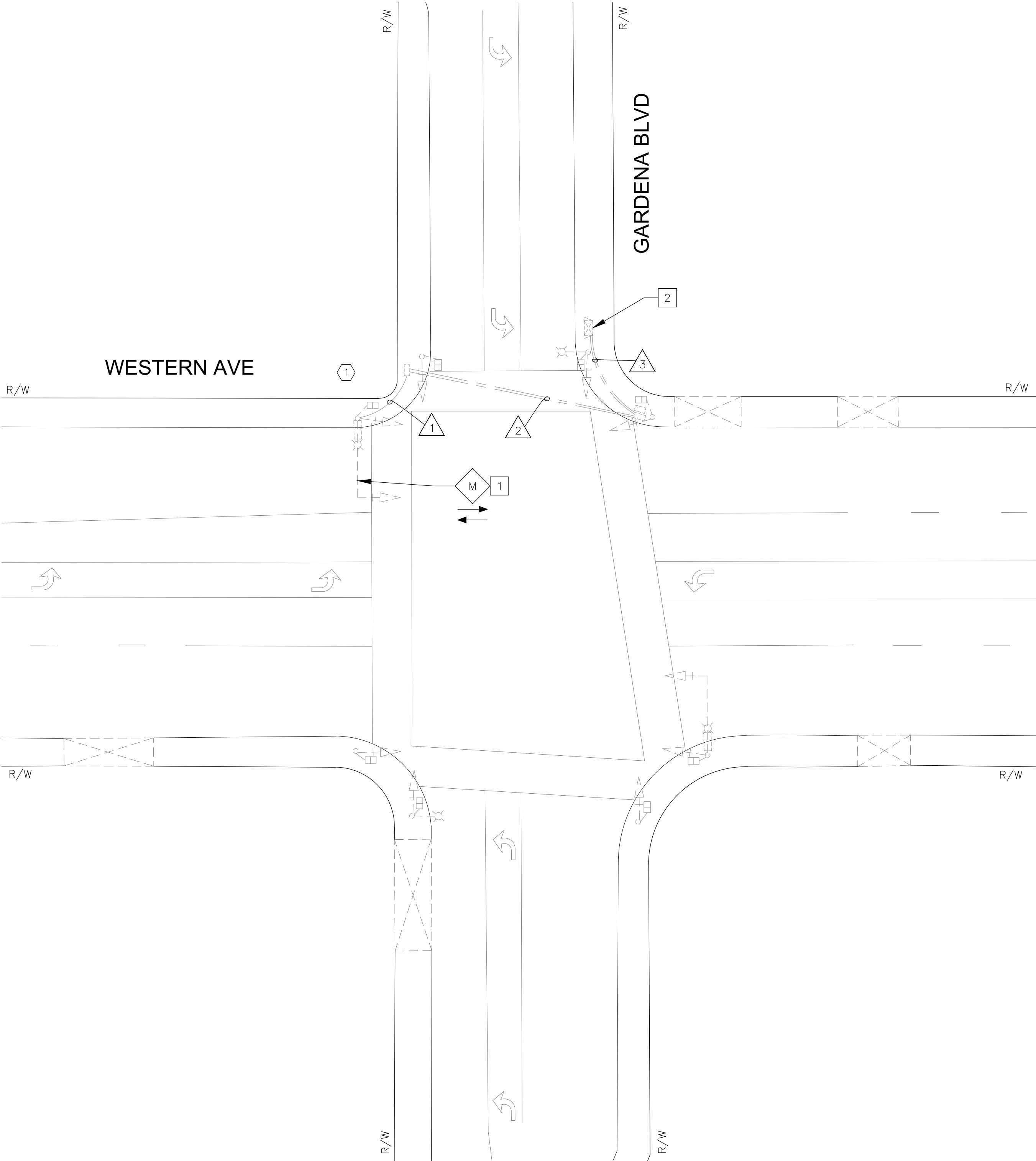
- 1
- INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2
- INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.



CONDUCTOR SCHEDULE				
CONDUCTOR/CABLE		1	2	3
#14	SIGNAL	16	20	40
DLC (TWO-PAIR)		—	2	10
EVP CABLE (MODEL 138)		2	2	4
#3	CONDUCTOR	—	—	8
#8	I.S.N.S.	3	3	3
#8	TRACE	—	—	1
#10	LUMINAIRE	3	3	3
SINGLE MODE FIBER (12-SMFO)		—	—	1
SIGNAL INTERCONNECT (6PR#22)		—	—	1
CAT5E CABLE		1(N)	1(N)	1(N)
CONDUIT SIZE		2"	2.5" 1.5"	2-3"
PERCENT FILL (%)		27	25	24

ALL CONDUITS, CONDUCTORS AND CABLES ARE
EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE										
POLE NO.	TYPE		HEIGHT	LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.
				M.A.	M.A.	L.E.D	M.A.	VEH.	PED.	
1	19-2-70-20		30'	30'	15'	101W	MAS	SV-1-T	SP-1-T	—



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:
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Santa Ana, CA 92705-5551
Phone: (949) 270-9480
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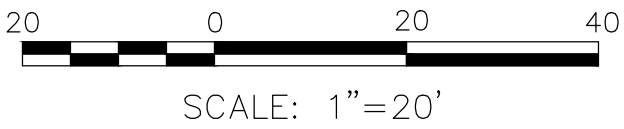
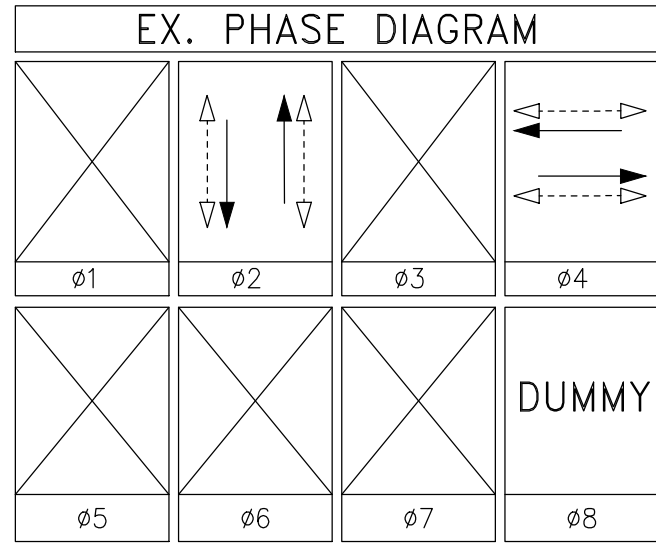
Plan prepared under
the direction of:

DATE _____

NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA			
					DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION	
					PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT			
					LIMITS : WESTERN AVENUE AND 164th ST / GARDENA BOULEVARD			
					F. B. REF.		APPROVED BY : <i>Allan Rigg</i> DIRECTOR OF PUBLIC WORKS	
					DESIGNED BY	D.S.	11/17/2020	DATE : 12/2/21
					DRAWN BY	D.S.	11/22/2021	
					CHECKED BY	P.F.	11/23/2021	SHT. 13 OF 26 DWG. NO. 5-2605

CONSTRUCTION NOTES: (THIS SHEET ONLY)

1 INSTALL WLAN EQUIPMENT IN CONTROLLER CABINET PER DETAIL 5 ON SHEET 24.



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:

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Santa Ana, CA 92705-5551
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Fax: (949) 270-9481

Plan prepared under
the direction of:



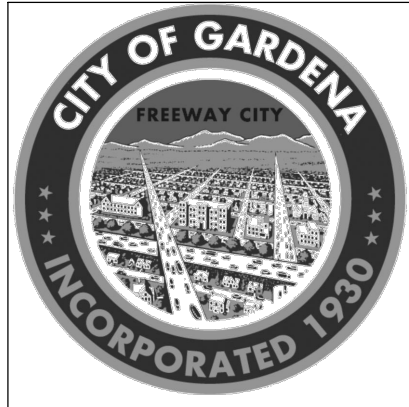
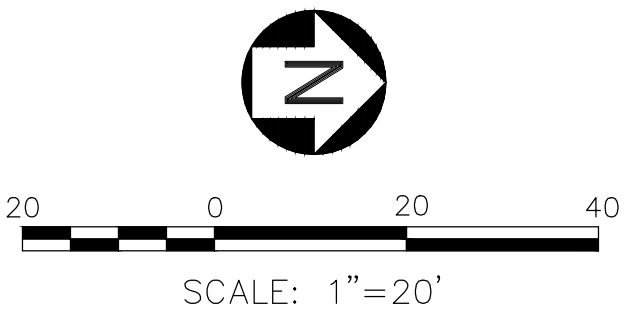
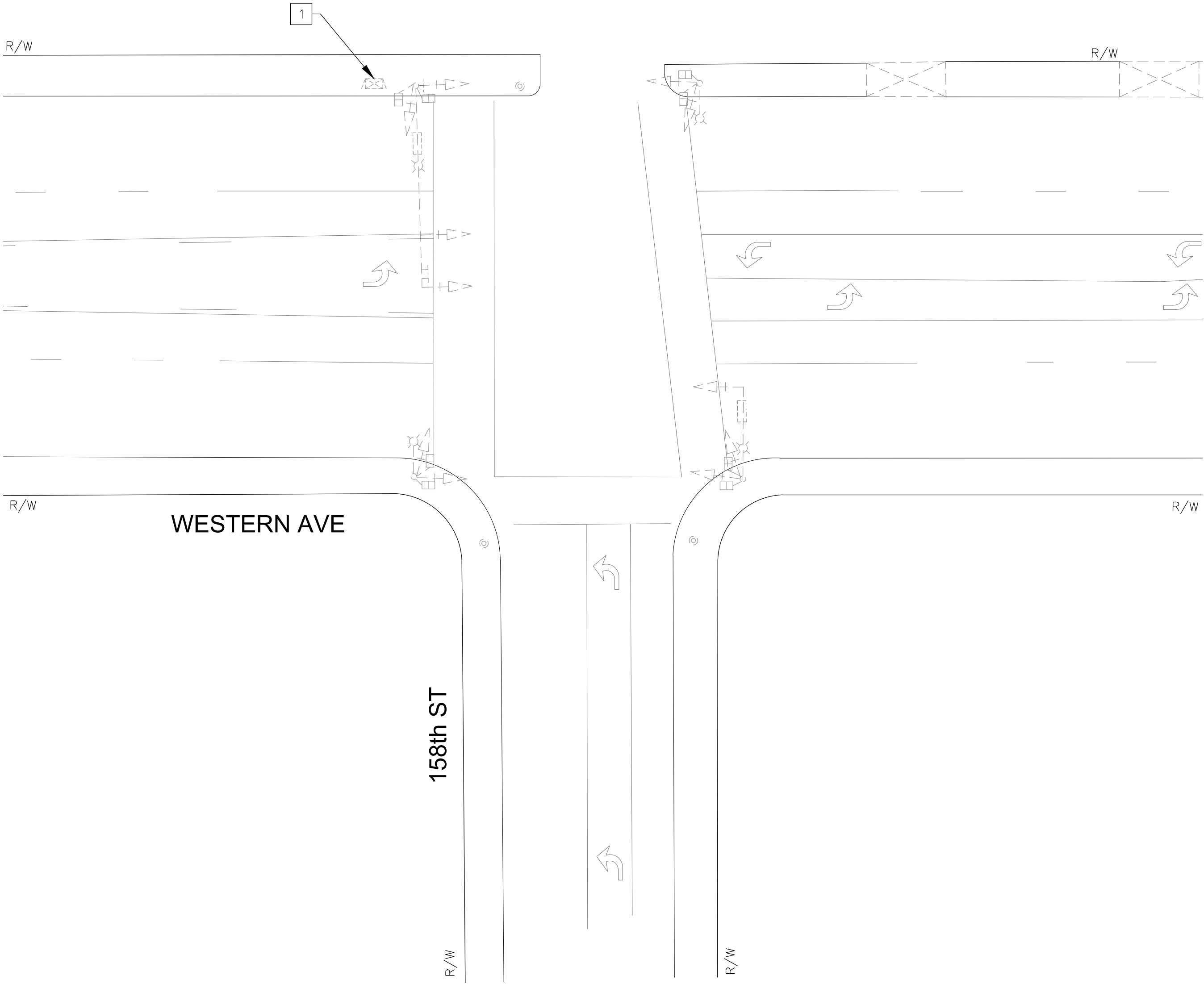
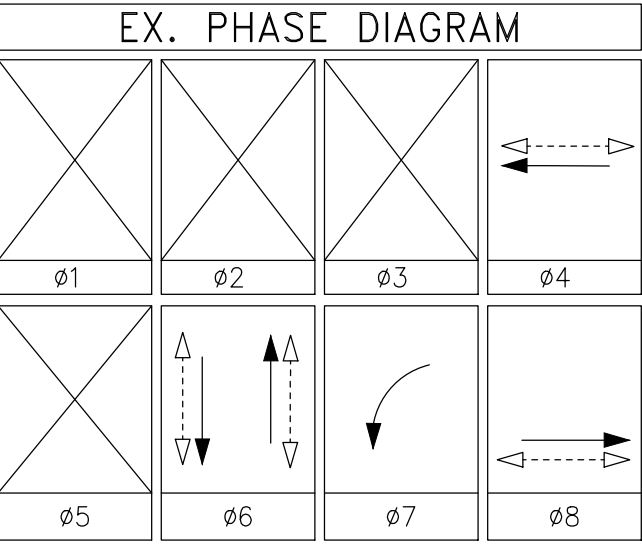
DATE _____

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA			
DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION	
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT			
LIMITS : WESTERN AVENUE AND 162nd STREET			
F. B. REF.		APPROVED BY : <i>Allan Rigg</i>	DATE : <i>12/2/21</i>
DESIGNED BY	D.S.	11/17/2020	DIRECTOR OF PUBLIC WORKS
DRAWN BY	D.S.	11/22/2021	
CHECKED BY	P.F.	11/23/2021	SHT. 14 OF 26 DWG. NO. 5-2605

CONSTRUCTION NOTES: (THIS SHEET ONLY)

1 INSTALL WLAN EQUIPMENT IN CONTROLLER CABINET PER DETAIL 5 ON SHEET 24.



PLANS PREPARED BY:
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1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481



NO.	REVISIONS	DATE	BY	APP.

ORITY PLAN AND WESTERN AVE.			SCALE: 1"=20'		
CITY OF GARDENA					
DEPARTMENT OF PUBLIC WORKS			ENGINEERING DIVISION		
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT					
LIMITS : WESTERN AVENUE AND 158th STREET					
F. B. REF.			APPROVED BY : <i>Allan Rigg</i> DATE : <i>12/2/21</i>		
DESIGNED BY		D.S.	11/17/2020	DIRECTOR OF PUBLIC WORKS	
DRAWN BY		D.S.	11/22/2021		
CHECKED BY		P.F.	11/23/2021	SHT. <u>15</u> OF <u>26</u> DWG. NO. <u>5-2605</u>	

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2

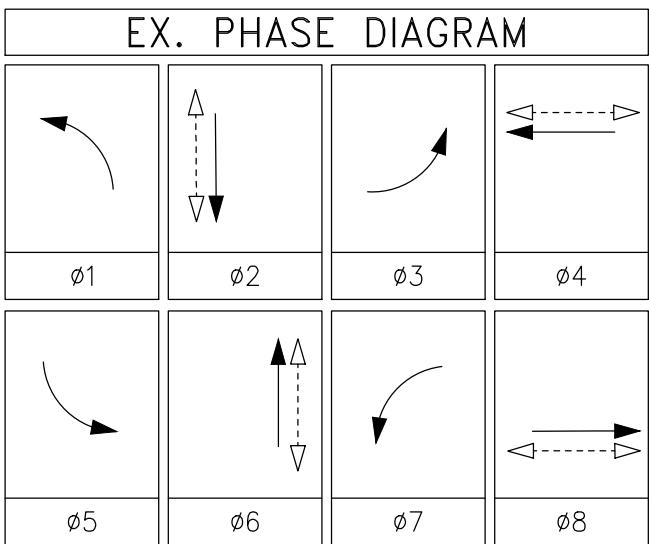
INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.
- 3

REPLACE BROKEN PULL BOX LID.

SYMBOL LEGEND:

M

PROPOSED MAST ARM MOUNTED TSP RADIO WITH ANTENNA(S)
(ARROW DENOTES DIRECTION OF ANTENNA)

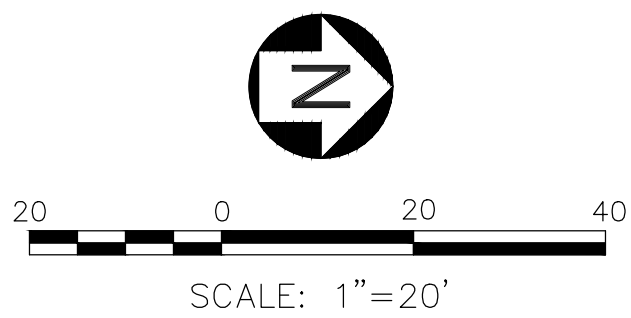
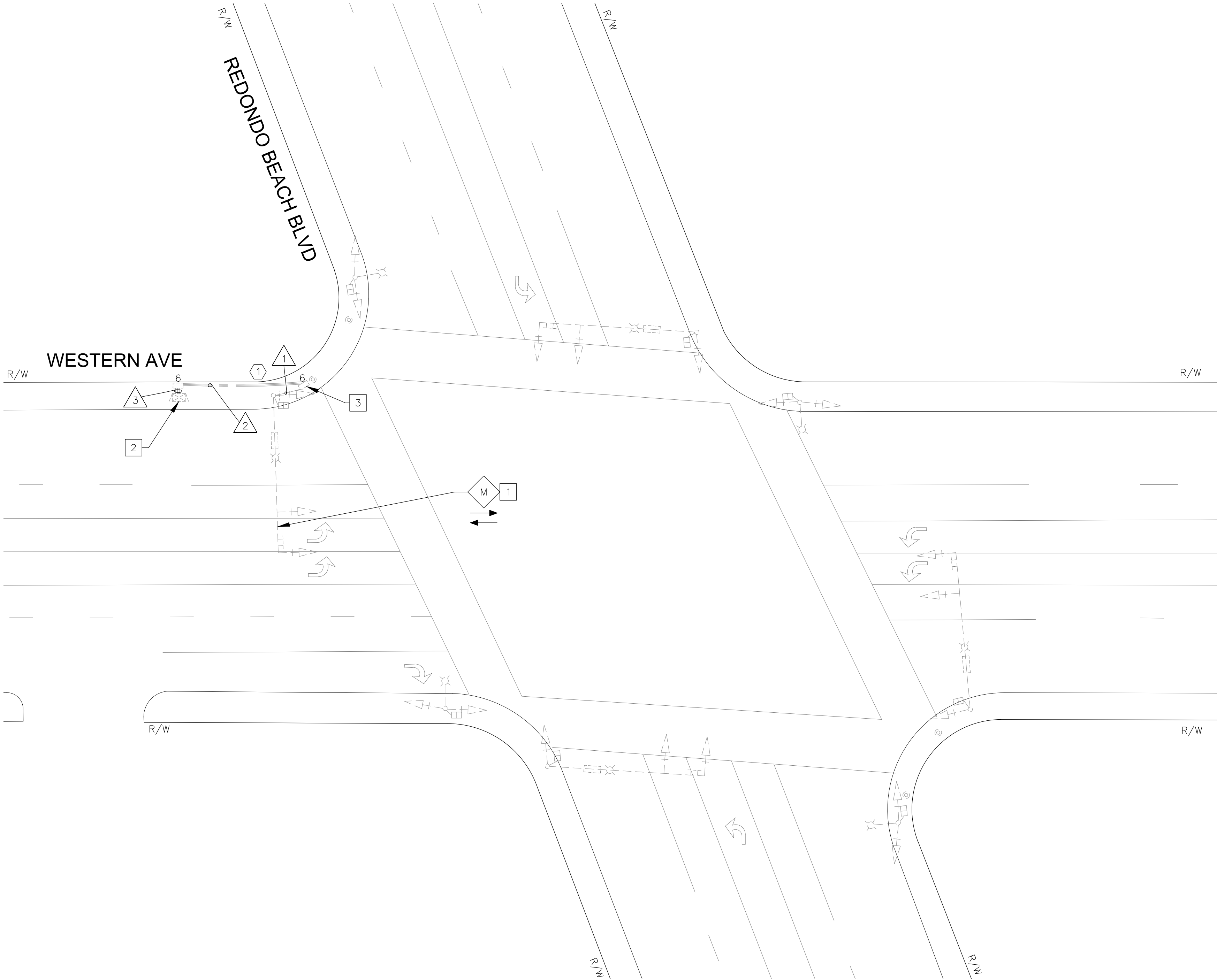


CONDUCTOR SCHEDULE				
CONDUCTOR/CABLE		1	2	3
12CSC		2	1	2
DLC (TWO-PAIR)		—	14	14
EVP CABLE (MODEL 138)		2	4	4
#8	EQUIPMENT	—	6	6
#10	SIGNAL/LUMINAIRE	3	3	3
#12	I.S.N.S.	3	3	3
SIGNAL INTERCONNECT (6PR#22)		—	2	2
CAT5E CABLE		1(N)	1(N)	1(N)
CONDUIT SIZE		2"	2-3" 2"	2-3" 2"
PERCENT FILL (%)		48	53	53

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE									
POLE NO.	TYPE	HEIGHT	LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.
			M.A.	M.A.	L.E.D	M.A.	VEH.	PED.	
1	26A-4-100	30'	40'	6'	120W	2-MAS	SV-1-T	SP-1-T	Redondo Beach Blvd

ALL EQUIPMENT IS EXISTING



CITY OF GARDENA
FREEMAN CITY
INCORPORATED 1930

PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under the direction of:

REGISTERED PROFESSIONAL ENGINEER
PAUL FRIELT
No. 72982
12/31/21
CIVIL
STATE OF CALIFORNIA

DATE

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA

DEPARTMENT OF PUBLIC WORKS

PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT

LIMITS : WESTERN AVENUE AND REDONDO BEACH BOULEVARD

F. B. REF.

DESIGNED BY

DRAWN BY

CHECKED BY

ENGINEERING DIVISION

APPROVED BY :
Allan Rigg
DIRECTOR OF PUBLIC WORKS

DATE : 12/2/21

DWG. NO. 5-2605

NO.

REVISIONS

DATE

BY

APP.

CITY OF GARDENA

DEPARTMENT OF PUBLIC WORKS

PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT

LIMITS : WESTERN AVENUE AND REDONDO BEACH BOULEVARD

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DESIGNED BY

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DWG. NO. 5-2605

NO.

REVISIONS

DATE

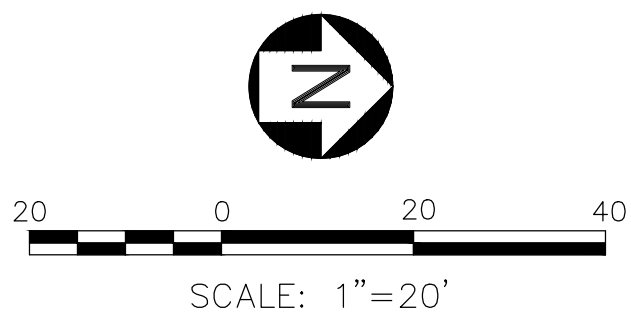
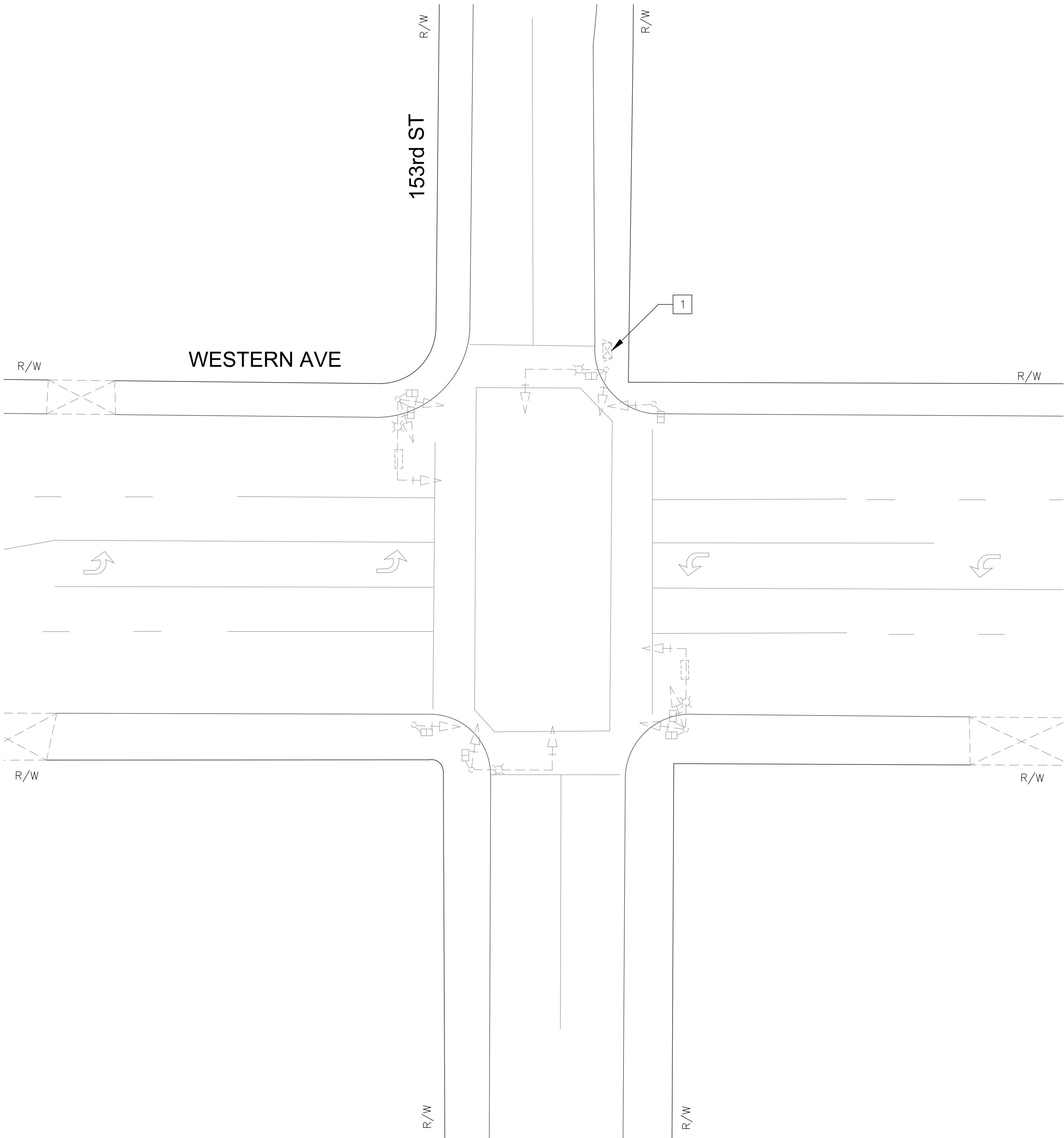
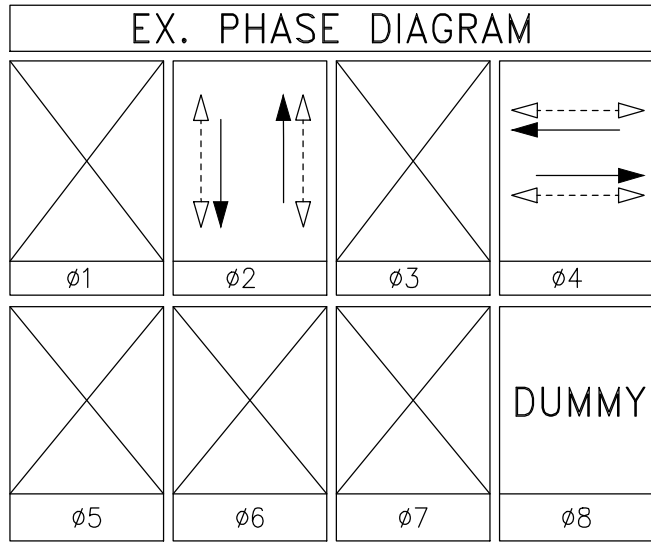
BY

APP.

DWG Name: J:\USERS\20_10332\Jobs\10592 - GTrans TSP Project (AXH)\7 - CAD\Design\100% Design\10592-GTrans BSP_100%.dwg Plotted by: demith-lavezari on Nov 23, 2021 - 0:48:53

CONSTRUCTION NOTES: (THIS SHEET ONLY)

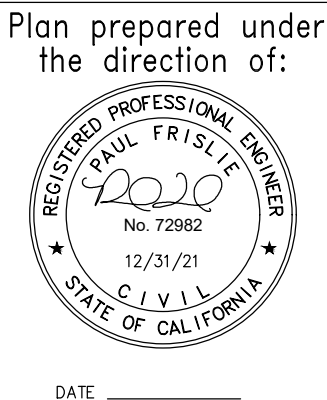
1 INSTALL WLAN EQUIPMENT IN CONTROLLER CABINET PER DETAIL 5 ON SHEET 24.



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:
iteris®
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481



NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA			
					DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION			
					PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT			
					LIMITS : WESTERN AVENUE AND 153rd STREET			
					F. B. REF.		APPROVED BY :	
					DESIGNED BY	D.S.	11/17/2020	DATE : 12/2/21
					DRAWN BY	D.S.	11/22/2021	DIRECTOR OF PUBLIC WORKS
					CHECKED BY	P.F.	11/23/2021	DWG. NO. 5-2605
							SHT. 17 OF 26	

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

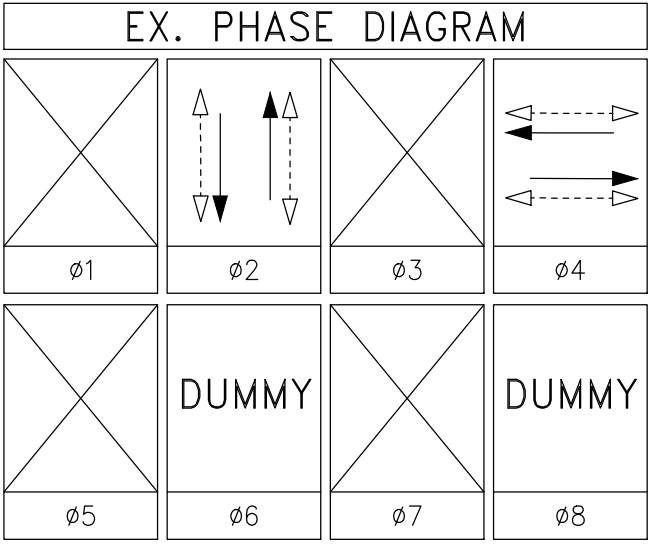
INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 50N SHEET 23.
- 2

INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

SYMBOL LEGEND:

M

PROPOSED MAST ARM MOUNTED TSP RADIO WITH ANTENNA(S)
(ARROW DENOTES DIRECTION OF ANTENNA)

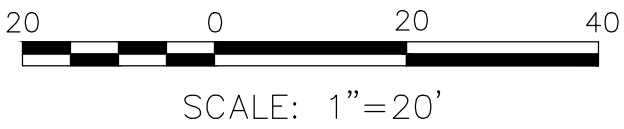
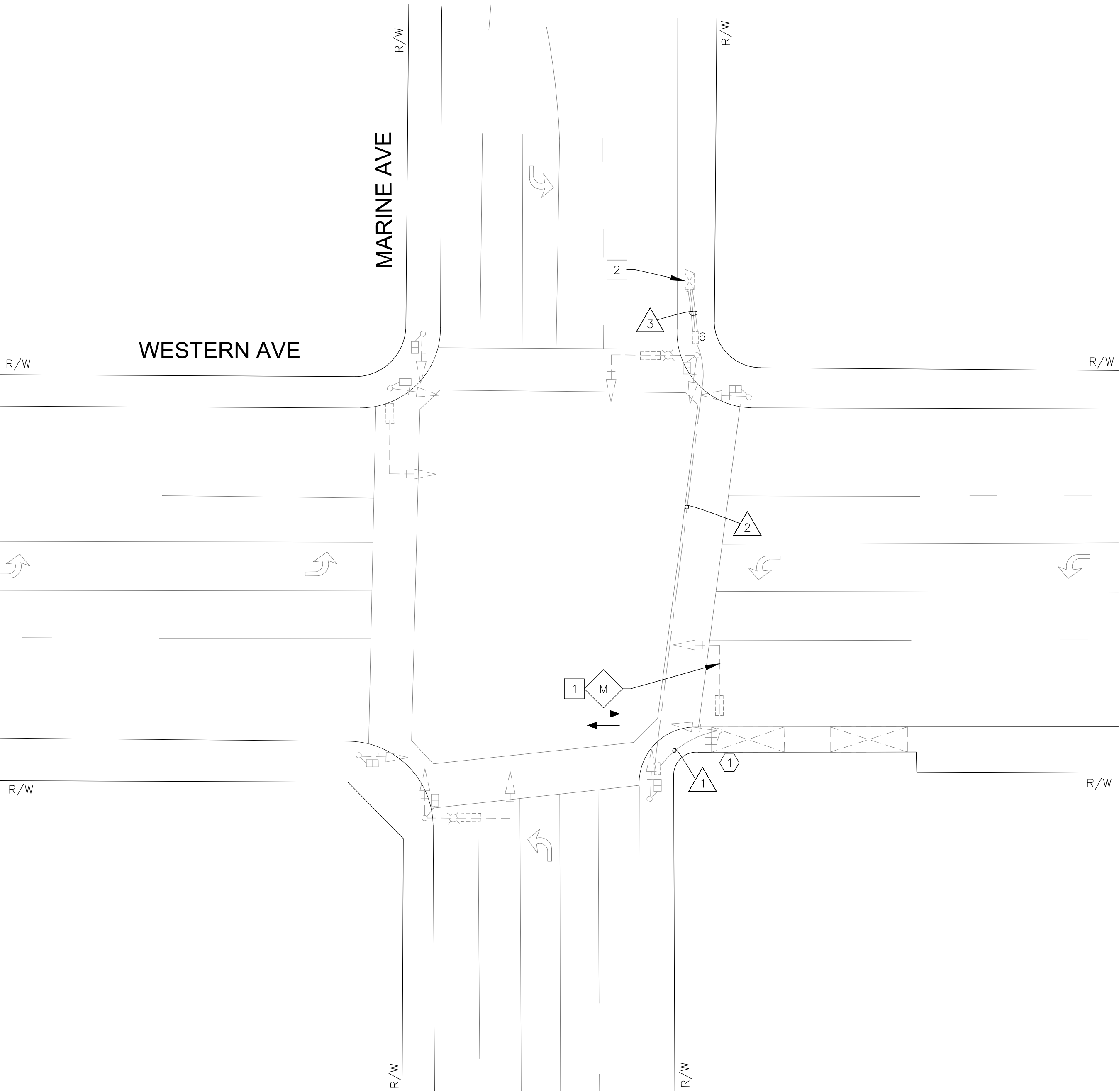


CONDUCTOR SCHEDULE				
CONDUCTOR/CABLE		1	2	3
12CSC		3CSC	1	4
DLC (TWO-PAIR)		-	5	10
EVP CABLE (MODEL 138)		-	-	4
#10	SIGNAL/LUMINAIRE	3	3	3
#12	I.S.N.S.	3	3	3
SIGNAL INTERCONNECT (6PR#22)		-	-	1
SIGNAL INTERCONNECT (12PR#19)		-	2	2
CAT5E CABLE		1(N)	1(N)	1(N)
CONDUIT SIZE		2"	3"	2-3" 2"
PERCENT FILL (%)		32	54	48

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE									
POLE NO.	TYPE		HEIGHT	LUMINAIRE			SIGNAL MOUNTING		
				M.A.	M.A.	L.E.D	M.A.	VEH.	PED.
1	19-3-70-30	17'	25'	-	-	-	MAS	SV-1-T	SP-1-T

ALL EQUIPMENT IS EXISTING



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

PLANS PREPARED BY:
iteris
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under the direction of:

DATE _____

NO.	REVISIONS	DATE	BY	APP.

CITY OF GARDENA			
DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION	
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT			
LIMITS : WESTERN AVENUE AND MARINE AVENUE			
F. B. REF.			
DESIGNED BY	D.S.	11/17/2020	APPROVED BY : <i>Allan Rigg</i> DIRECTOR OF PUBLIC WORKS
DRAWN BY	D.S.	11/22/2021	DATE : 12/2/21
CHECKED BY	P.F.	11/23/2021	DWG. NO. 5-2605

SHT. 18 OF 26	DWG. NO. 5-2605
---------------	-----------------

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2

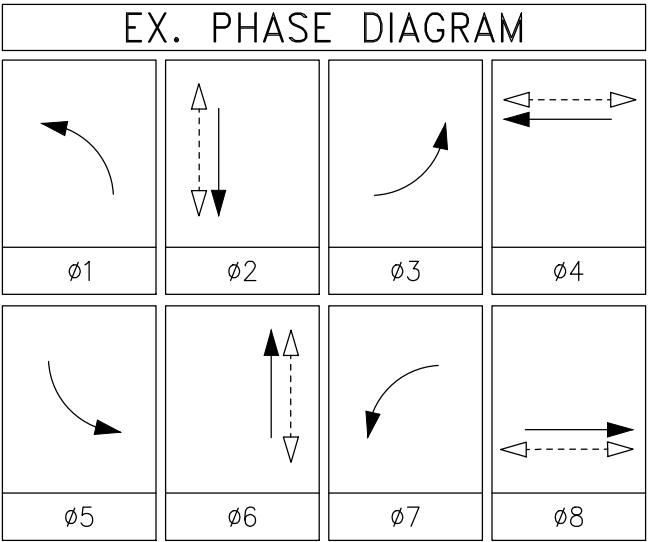
INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.
- 3

REPLACE BROKEN PULL BOX LID.

SYMBOL LEGEND:

M

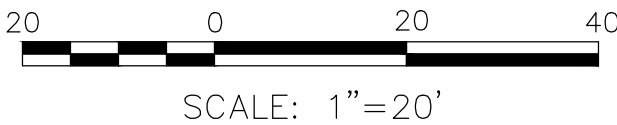
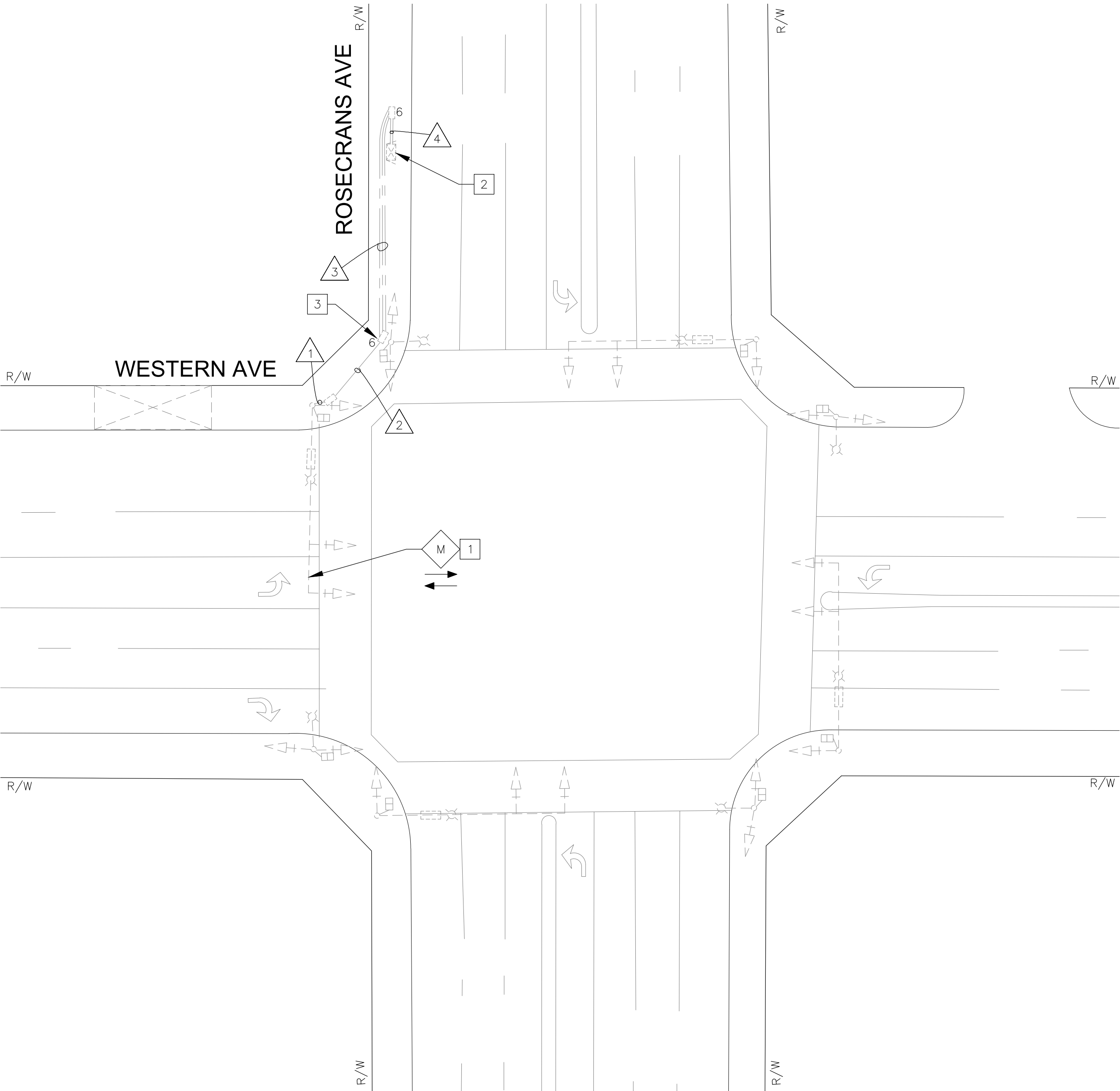
PROPOSED MAST ARM MOUNTED TSP RADIO WITH ANTENNA(S)
(ARROW DENOTES DIRECTION OF ANTENNA)



CONDUCTOR SCHEDULE				
CONDUCTOR/CABLE		1	2	3 4
12CSC		1	3	8 8 6
3CSC		1	3	8 8 6
DLC (TWO-PAIR)		-	4	15 17
EVP CABLE (MODEL 138)		1	1	2 2
#10	LUMINAIRE	2	2	2 2
#12	I.S.N.S.	2	2	2 2
SIGNAL INTERCONNECT (12PR #19)		-	-	- 1
CAT5E CABLE		1(N)	1(N)	1(N) 1(N)
CONDUIT SIZE		2"	2.5"	2-2.5" 3" 2-3"
PERCENT FILL (%)		29	26	35 47

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE										
POLE NO.				LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.
	TYPE	HEIGHT	M.A.	M.A.	L.E.D	M.A.	VEH.	PED.		
1	26-4-70	30'	40'	15'	150W	2-MAS	SV-1-T	SP-1-T	Rosecrans Ave	
ALL EQUIPMENT IS EXISTING										



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:

REGISTERED PROFESSIONAL ENGINEER
PAUL FRISLIT
No. 72982
12/31/21
CIVIL
STATE OF CALIFORNIA

DATE

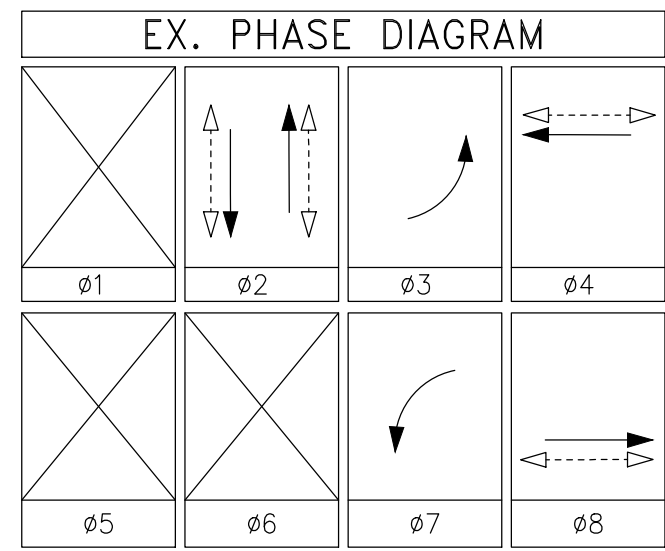
NO.		REVISIONS		DATE	BY	APP.	CITY OF GARDENA		
							DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION
							PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT		
							LIMITS : WESTERN AVENUE AND ROSECRANS AVENUE		
							F. B. REF.		APPROVED BY : <i>Alan Rigg</i> DIRECTOR OF PUBLIC WORKS
							DESIGNED BY D.S. 11/17/2020		DATE : 12/2/21
							DRAWN BY D.S. 11/22/2021		
							CHECKED BY P.F. 11/23/2021		SHT. 19 OF 26 DWG. NO. 5-2605

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2

INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.

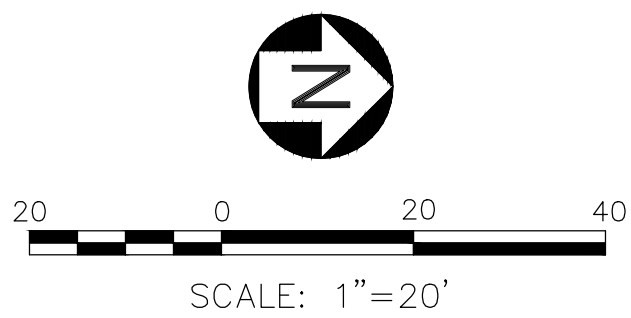
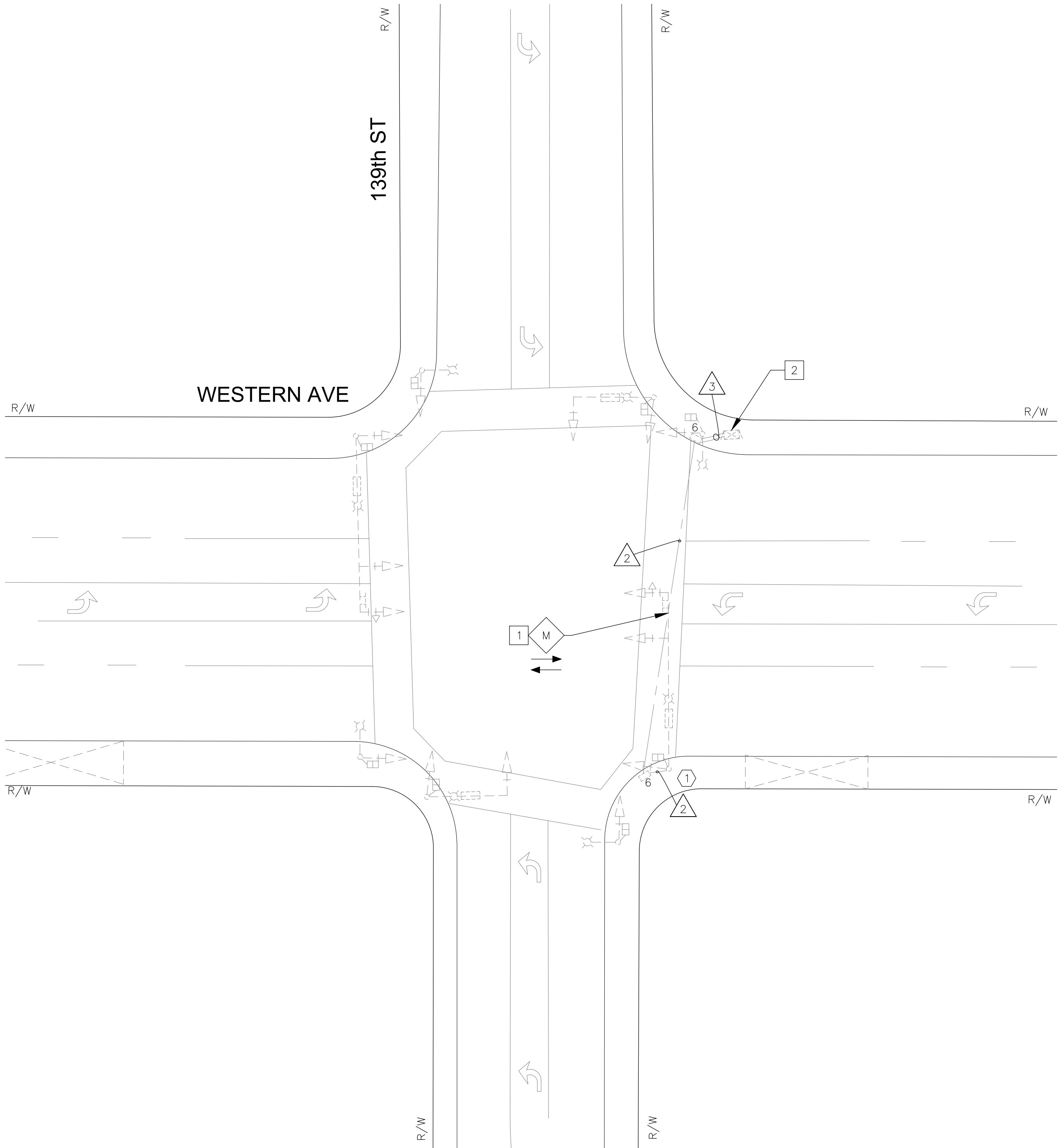


CONDUCTOR SCHEDULE				
CONDUCTOR/CABLE		1	2	3
12CSC		1	4	8
DLC (TWO-PAIR)		-	4	12
EVP CABLE (MODEL 138)		-	-	4
#8	LUMINAIRE&EQUIP.	3	8	8
#12	I.S.N.S.	3	3	3
SIGNAL INTERCONNECT (6PR#22)		-	-	1
SIGNAL INTERCONNECT (12PR#22)		-	-	2
CATSE CABLE		1(N)	1(N)	1(N)
PULL ROPE		-	1	1

CONDUIT SIZE	2"	3"	2-3"
PERCENT FILL (%)	31	48	49

ALL CONDUITS, CONDUCTORS AND CABLES ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

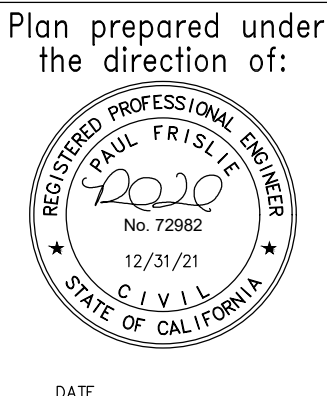
POLE SCHEDULE										
POLE NO.	TYPE	HEIGHT	LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.	
			M.A.	M.A.	L.E.D	M.A.	VEH.	PED.		
1	26-4-100	30'	40'	12'	101W	MAS	SV-1-T	SP-1-T	139th St	



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



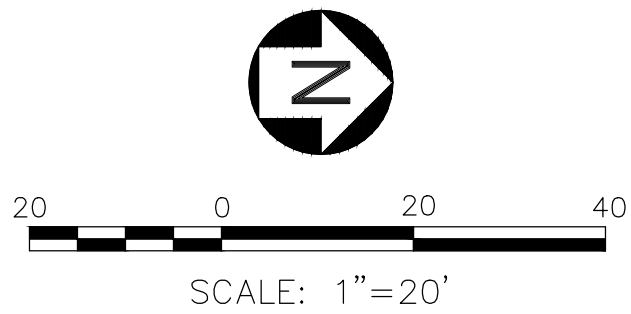
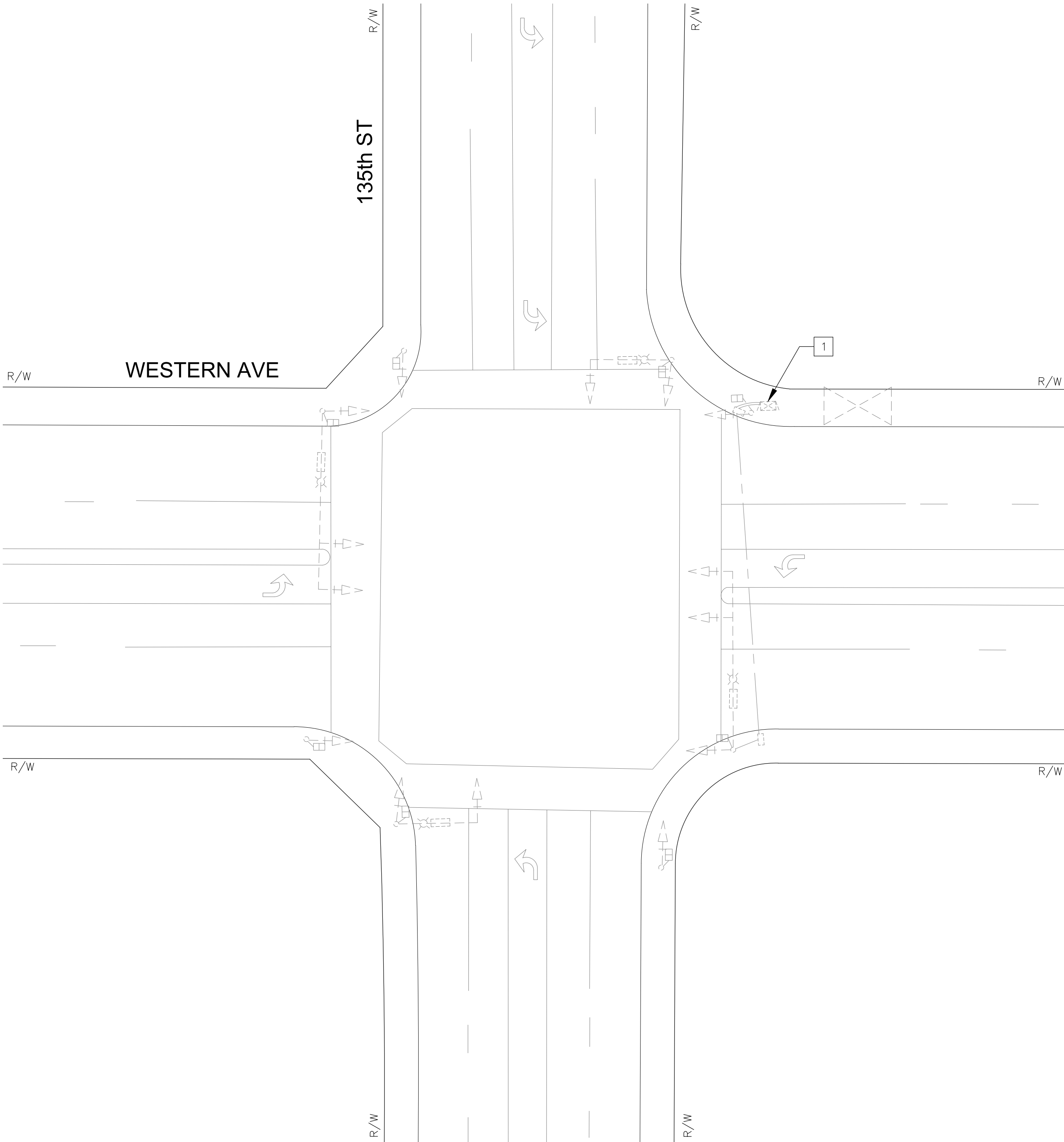
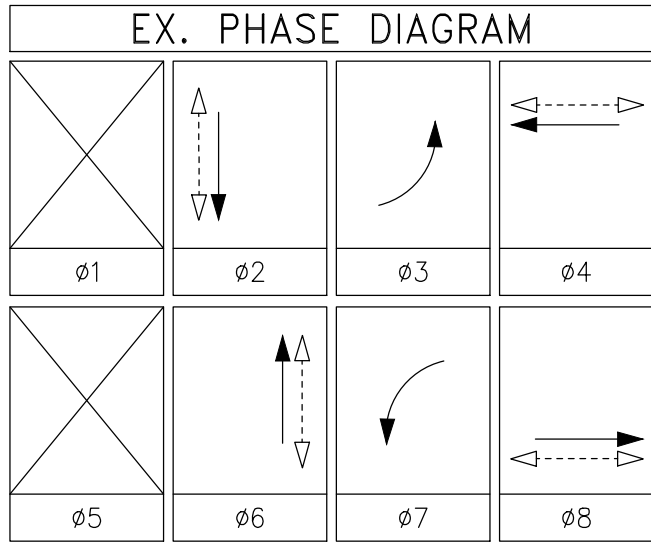
PLANS PREPARED BY:
iteris
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481



NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA		
					DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION
					PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT		
					LIMITS : WESTERN AVENUE AND 139th STREET		
					F. B. REF.		APPROVED BY :
					DESIGNED BY	D.S.	11/17/2020 <i>Allan Rigg</i> DIRECTOR OF PUBLIC WORKS
					DRAWN BY	D.S.	11/22/2021
					CHECKED BY	P.F.	11/23/2021
						SHT.	20 OF 26
						DWG. NO.	5-2605

CONSTRUCTION NOTES: (THIS SHEET ONLY)

1 INSTALL WLAN EQUIPMENT IN CONTROLLER CABINET PER DETAIL 5 ON SHEET 24.



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:
iteris
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:

DATE _____

NO.	REVISIONS	DATE	BY	APP.

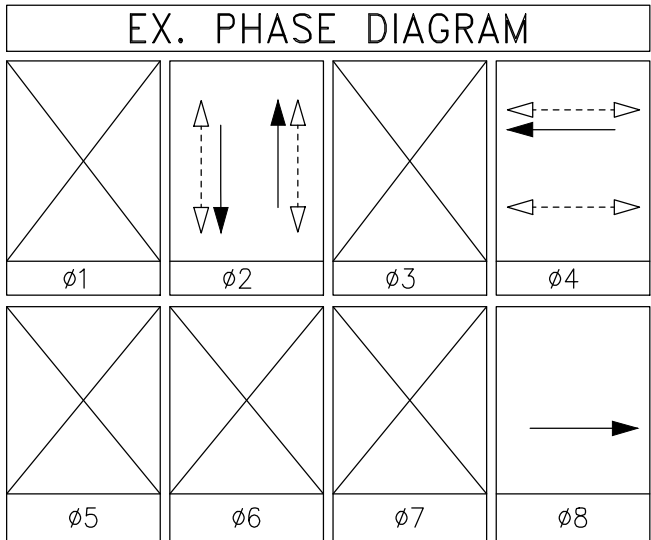
CITY OF GARDENA				
DEPARTMENT OF PUBLIC WORKS			ENGINEERING DIVISION	
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT				
LIMITS : WESTERN AVENUE AND 135th STREET				
F. B. REF.			APPROVED BY : <i>Allan Rigg</i> DATE : <i>12/2/21</i>	
DESIGNED BY	D.S.	11/17/2020	DIRECTOR OF PUBLIC WORKS	
DRAWN BY	D.S.	11/22/2021		
CHECKED BY	P.F.	11/23/2021	SHT. <i>21</i> OF <i>26</i>	DWG. NO. <i>5-2605</i>

CONSTRUCTION NOTES: (THIS SHEET ONLY)

- 1

INSTALL WLAN TSP RADIO EQUIPMENT WITH DUAL PANEL ANTENNAS PER DETAIL 5 ON SHEET 23.
- 2

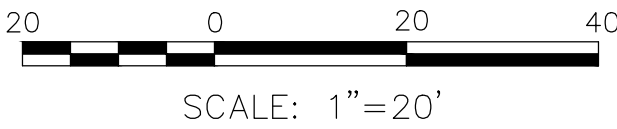
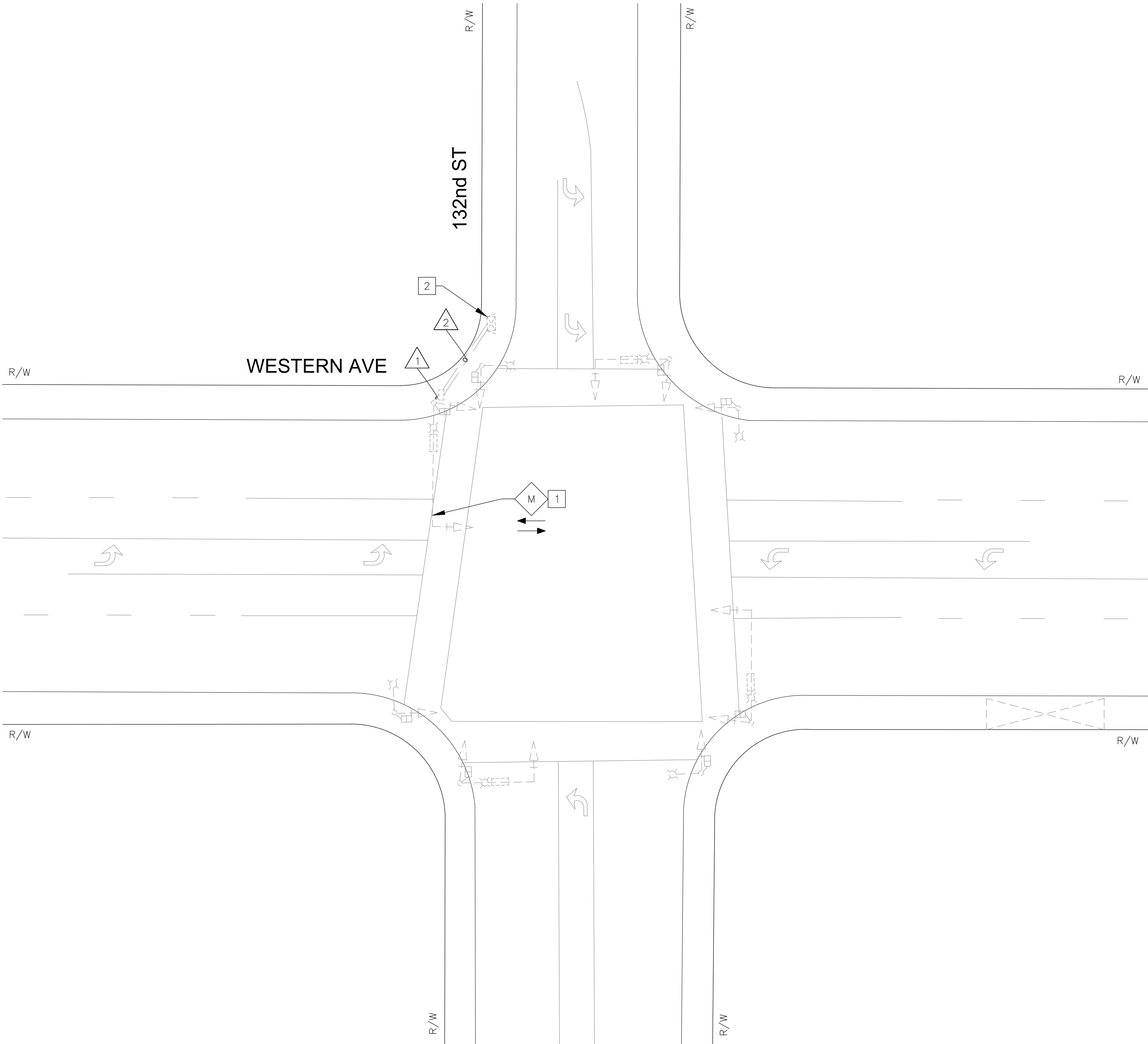
INSTALL WLAN EQUIPMENT PANEL IN CONTROLLER CABINET AND CONNECT POWER PER DETAIL 4 ON SHEET 24.



CONDUCTOR SCHEDULE			
CONDUCTOR/CABLE		1	2
28CSC		-	2
5CSC		3	3
DLC (TWO-PAIR)		-	8
EVP CABLE (MODEL 138)		2	4
#10	LUMINAIRE	3	3
#12	I.S.N.S.	4	4
SIGNAL INTERCONNECT (6PR#22)		-	1
CAT5E CABLE		1(N)	1(N)
CONDUIT SIZE		2"	2-3"
PERCENT FILL (%)		36	39

ALL CONDUITS, CONDUCTORS AND CABLES
ARE EXISTING EXCEPT AS NOTED:
(N) = NEW

POLE SCHEDULE										
POLE NO.	TYPE	HEIGHT	LUMINAIRE			SIGNAL MOUNTING			I.I.S.N.S.	
			M.A.	M.A.	L.E.D	M.A.	VEH.	PED.		
1	23-3-100	35'	35'	15'	101W	MAS	SV-2-T	SP-1-T	132nd St	



BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:

iteris

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under
the direction of:

PAUL FRILLI

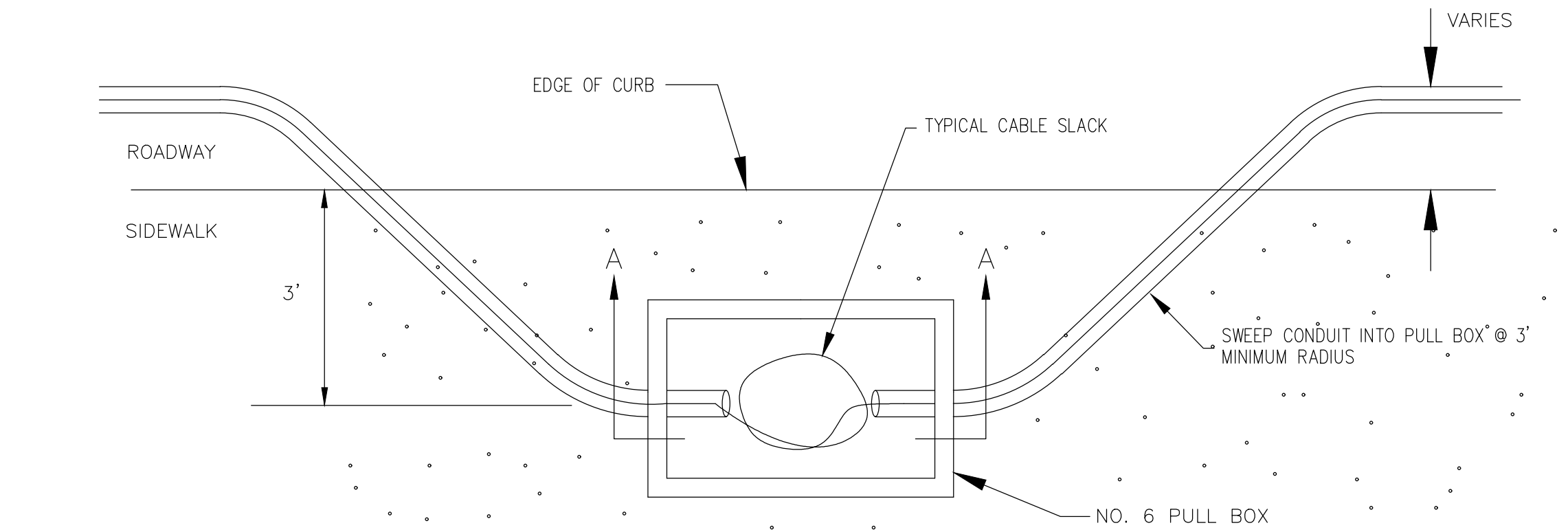
REGISTERED PROFESSIONAL ENGINEER
No. 72982
12/31/21
S. I. V. I.
STATE OF CALIFORNIA

DATE _____

NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA				
					DEPARTMENT OF PUBLIC WORKS			ENGINEERING DIVISION	
					PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT				
					LIMITS : WESTERN AVENUE AND 132nd STREET				
					F. B. REF.		APPROVED BY :		
					DESIGNED BY		D.S.	11/17/2020	<i>Allan Rigg</i> DATE : 12/2/21
					DRAWN BY		D.S.	11/22/2021	DIRECTOR OF PUBLIC WORKS
					CHECKED BY		P.F.	11/23/2021	SHT. 22 OF 26 DWG. NO. 5-2605

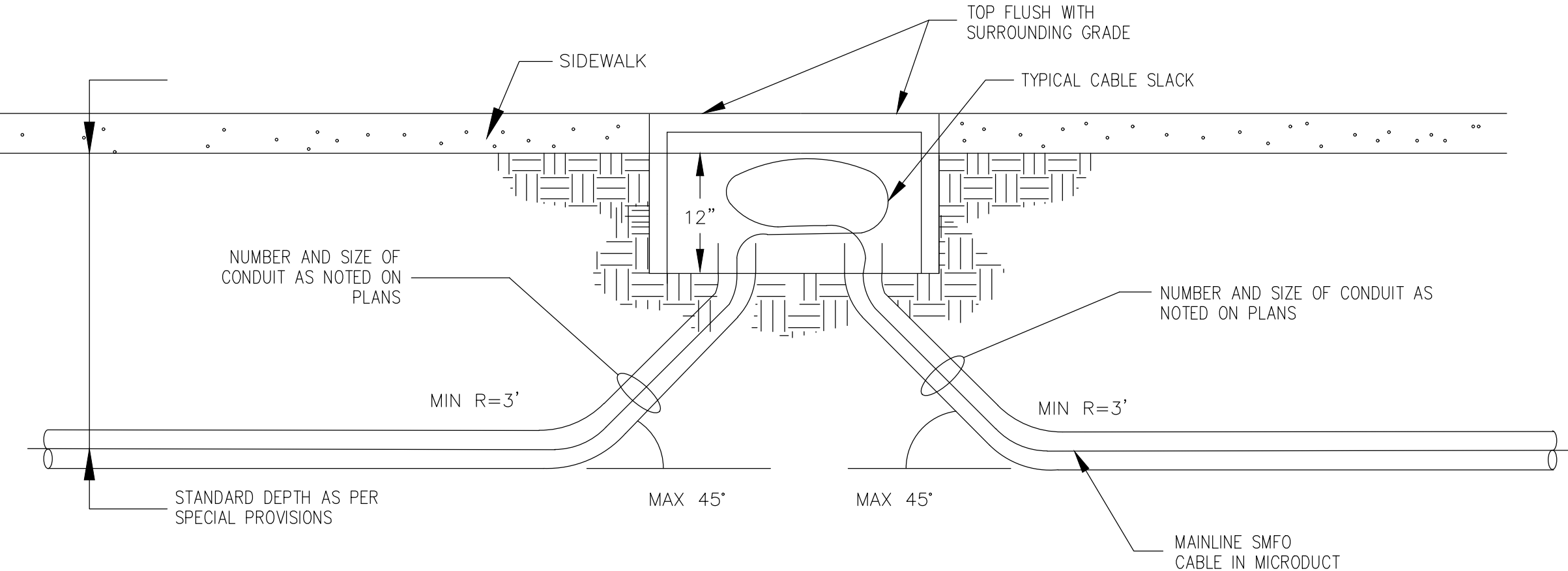
NOTES: (THIS SHEET ONLY)

1. CONTRACTOR SHALL INSTALL OUTDOOR-RATED CABLES BETWEEN POLE MOUNTED TSP EQUIPMENT AND TRAFFIC SIGNAL CONTROLLER CABINET.
2. CONTRACTOR SHALL SEAL OPENINGS TO PREVENT WATER INTRUSION. WHERE EXPOSED CABLES ENTER AN ENCLOSURE OR POLE, A 6" DRIP LOOP SHALL BE USED.
3. CONTRACTOR SHALL INSTALL PELCO ASTRO-BRACKET AB-0506 MOUNTING HARDWARE ON SIGNAL POLE OR MAST ARM PER MANUFACTURER'S SPECIFICATION.
4. CONTRACTOR SHALL INSTALL ONE OR TWO 2.4 GHZ PANEL ANTENNA(S) AS INDICATED ON PLAN SHEETS.
5. CONTRACTOR SHALL INSTALL SPLITTER WHERE TWO PANEL ANTENNAS ARE INSTALLED AS INDICATED ON THE PLANS.



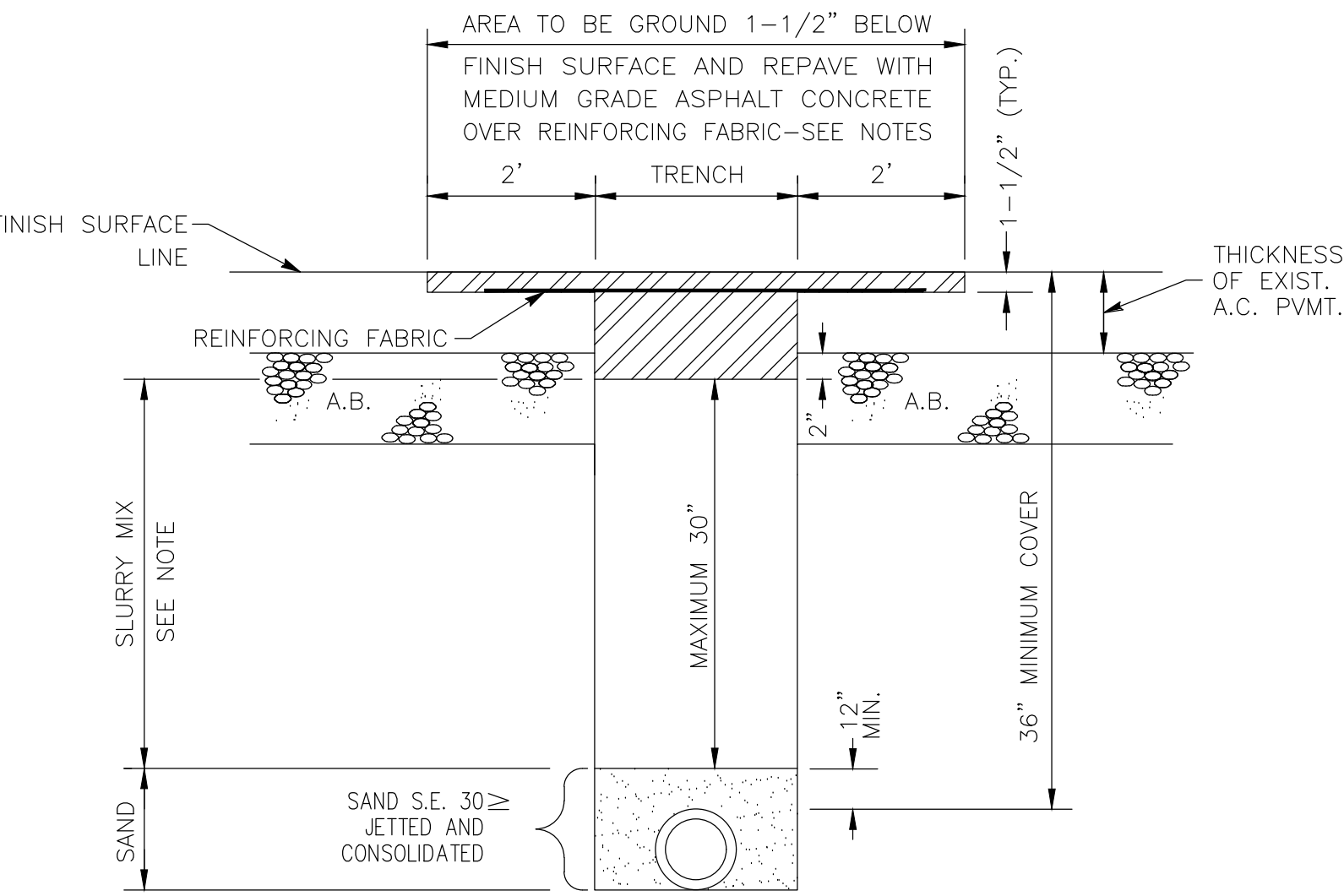
CONDUIT AND PULL BOX INSTALLATION
TYPICAL ORIENTATION
PLAN VIEW: NTS

1A



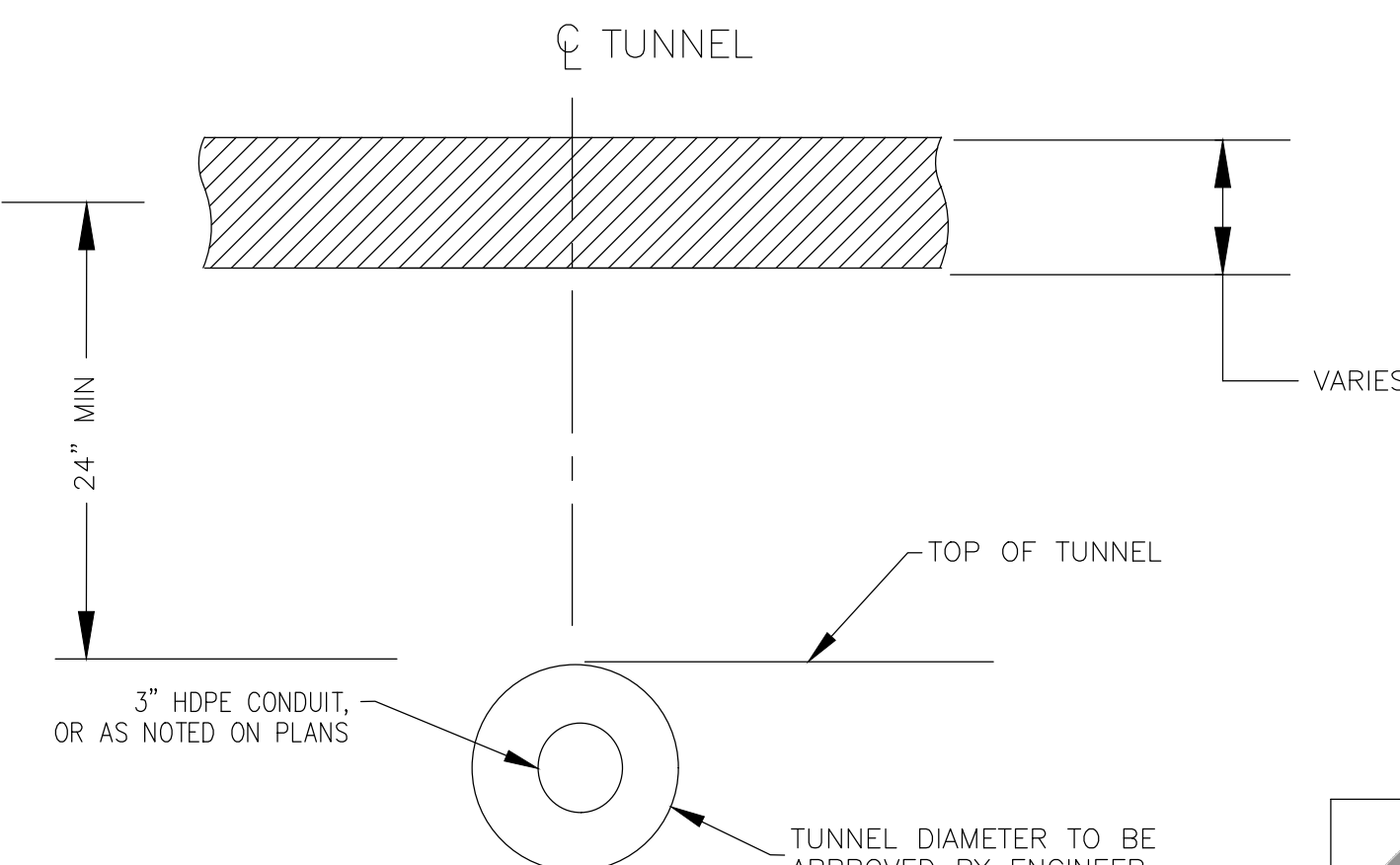
CONDUIT AND PULL BOX INSTALLATION
TYPICAL ORIENTATION
SECTION A-A: NTS

1B



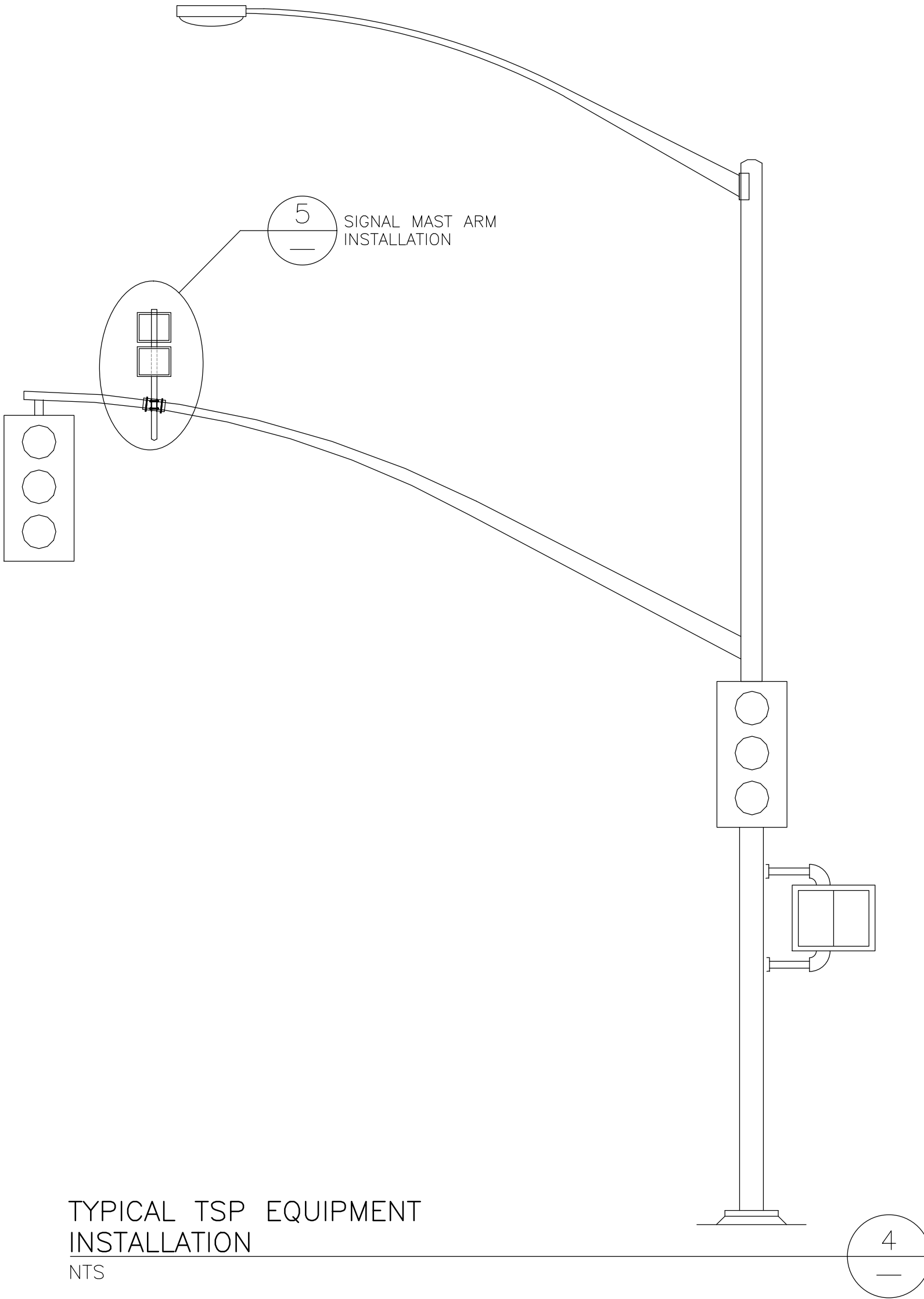
CONDUIT INSTALLATION DETAIL
TRENCHING DETAIL
NTS

2



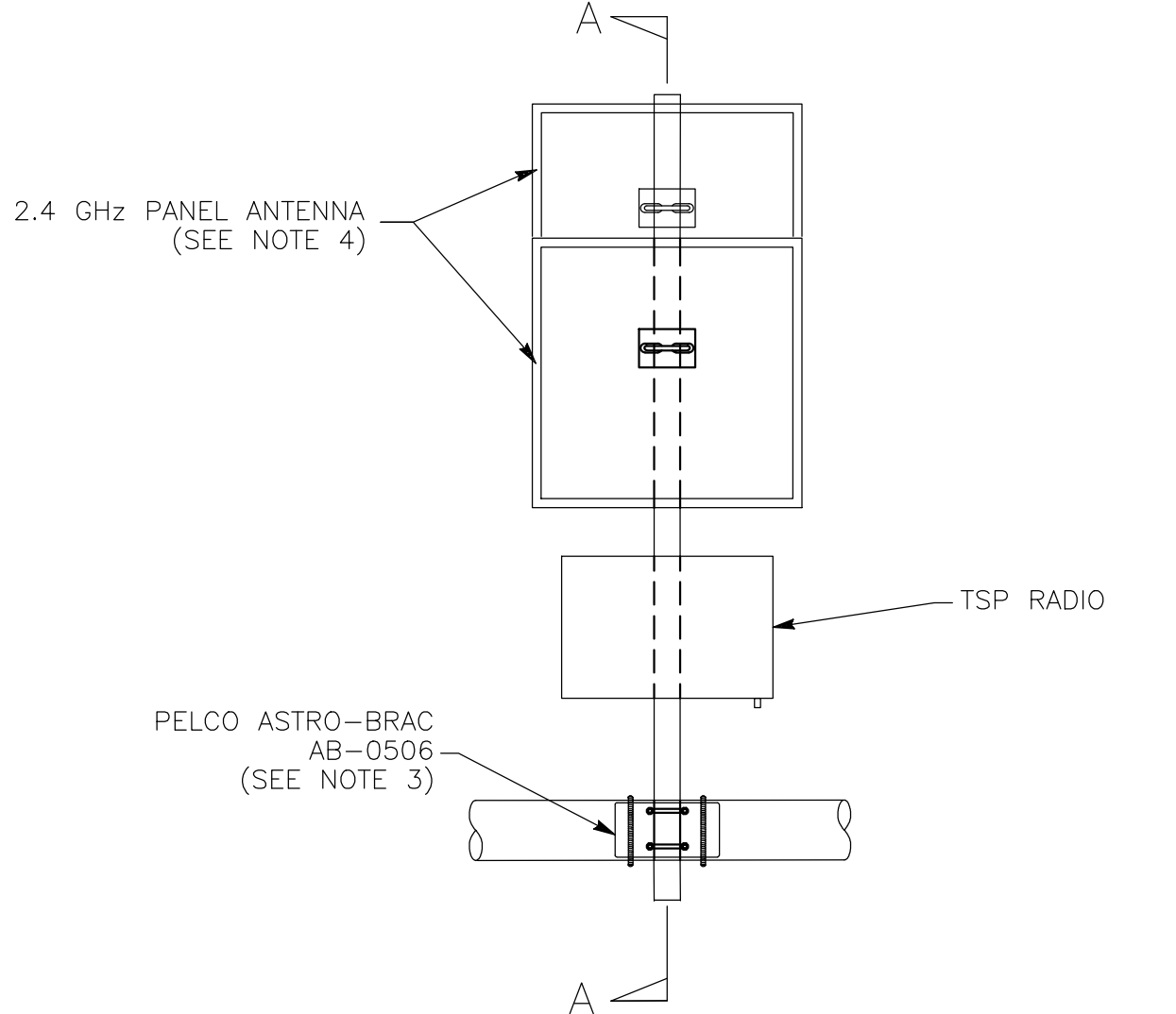
CONDUIT INSTALLATION DETAIL
TUNNEL BORING DETAIL
NTS

3



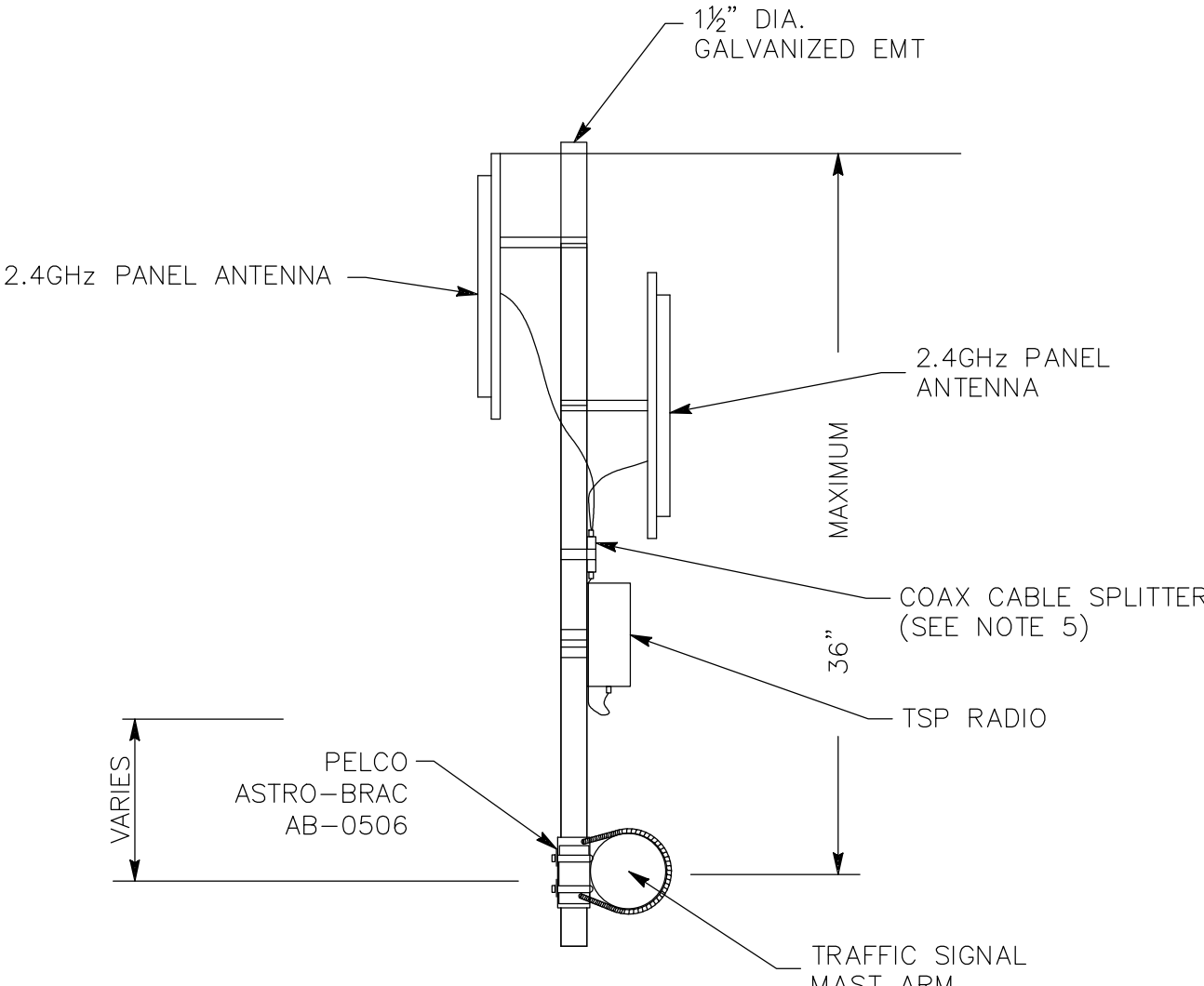
TYPICAL TSP EQUIPMENT
INSTALLATION
NTS

4



TSP RADIO
MAST ARM MOUNTING DETAIL
NTS

5A



TSP RADIO
MAST ARM MOUNTING DETAIL
SECTION A-A: NTS

5B

BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



PLANS PREPARED BY:
iteris
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

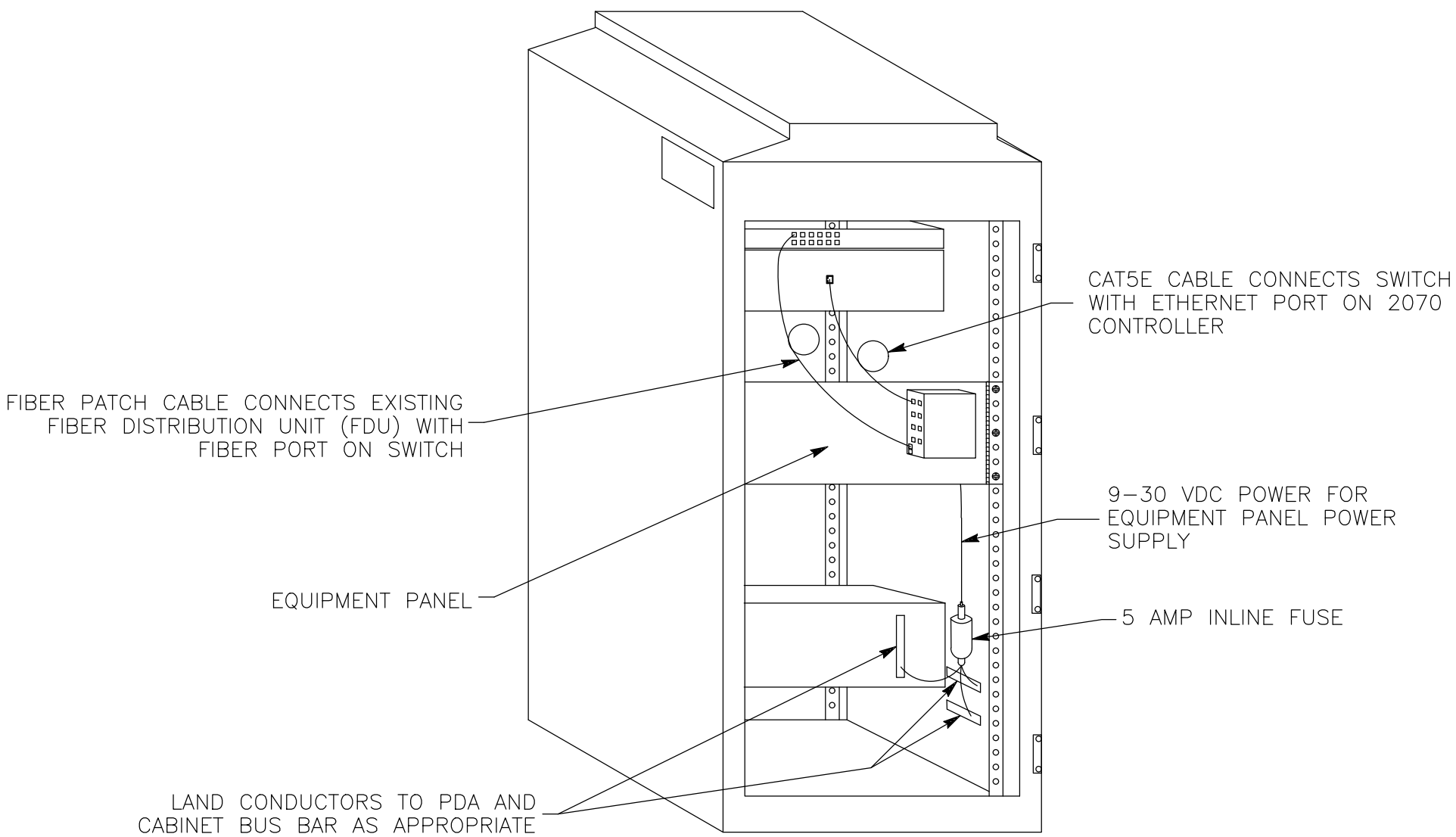
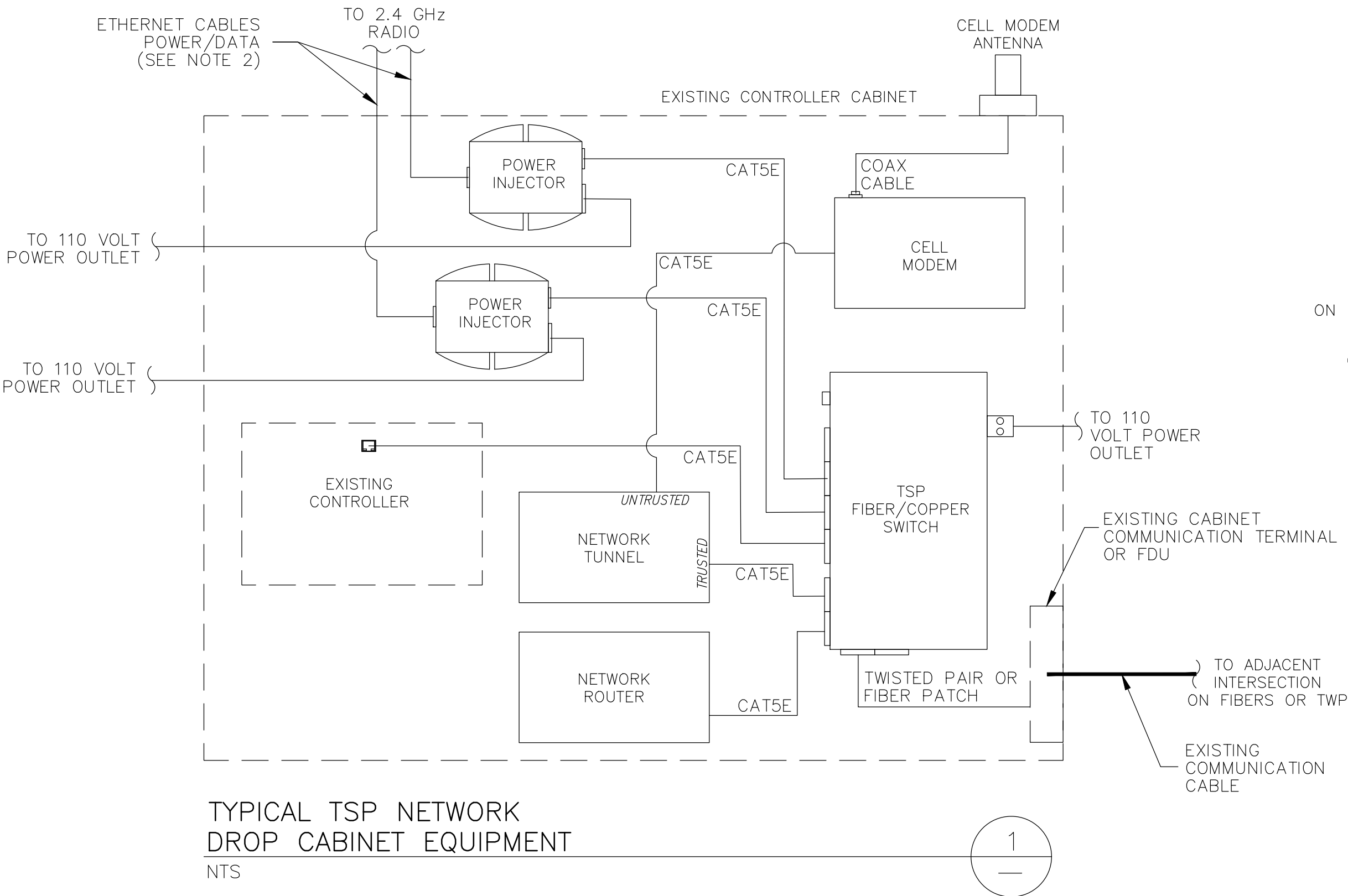
Plan prepared under
the direction of:
PAUL FRISLIT
REGISTERED PROFESSIONAL ENGINEER
No. 72982
12/31/21
CIVIL
STATE OF CALIFORNIA
DATE: _____

NO.	REVISIONS	DATE	BY	APP.

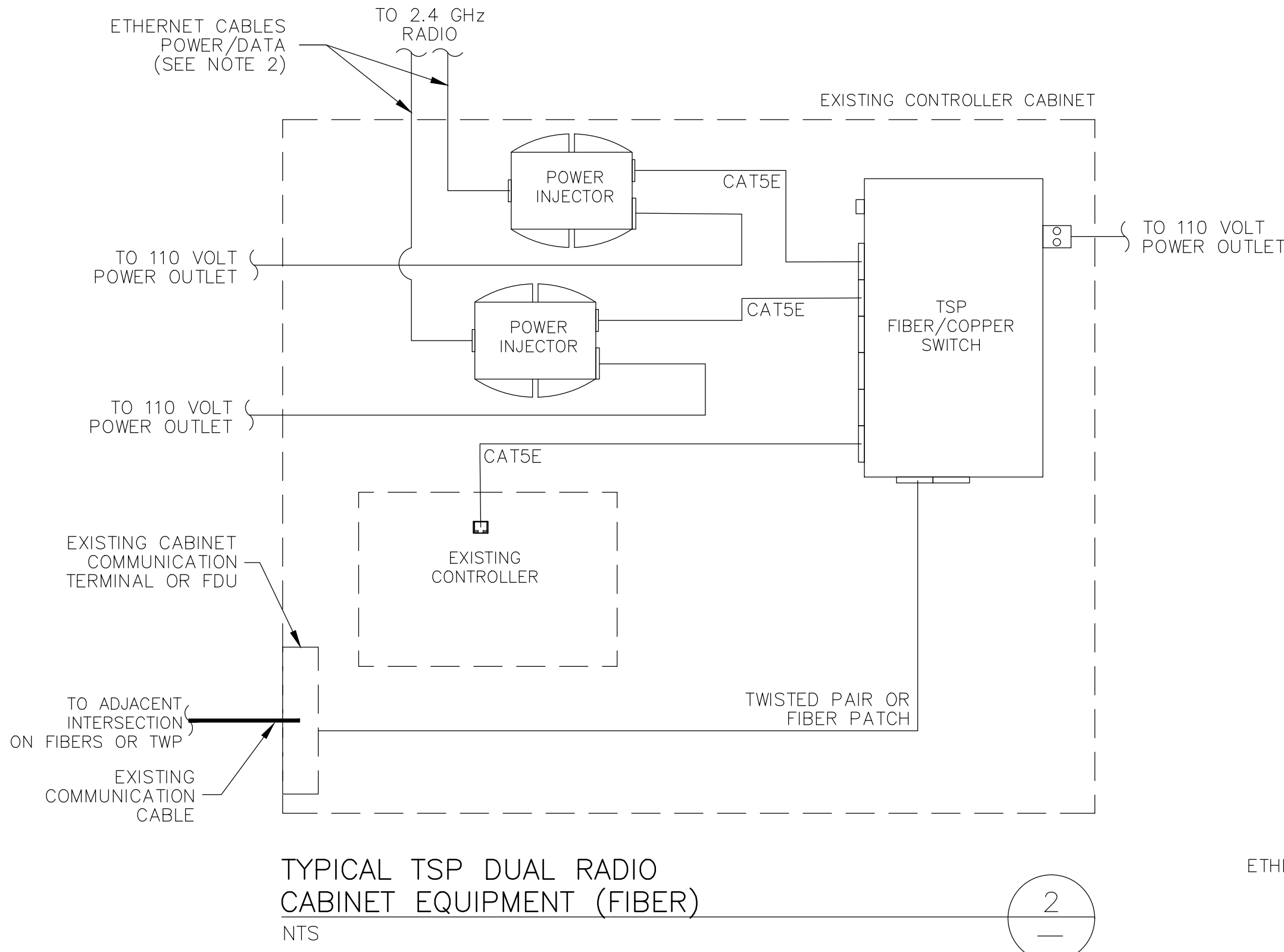
CITY OF GARDENA			
DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION	
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM			
LIMITS : NA			
F. B. REF.			
DESIGNED BY	D.S.	11/17/2020	APPROVED BY : <i>Allan Rigg</i> DATE : 12/2/21
DRAWN BY	D.S.	11/22/2021	DIRECTOR OF PUBLIC WORKS
CHECKED BY	P.F.	11/23/2021	SHT. 23 OF 26 DWG. 5-2605

NOTES: (THIS SHEET ONLY)

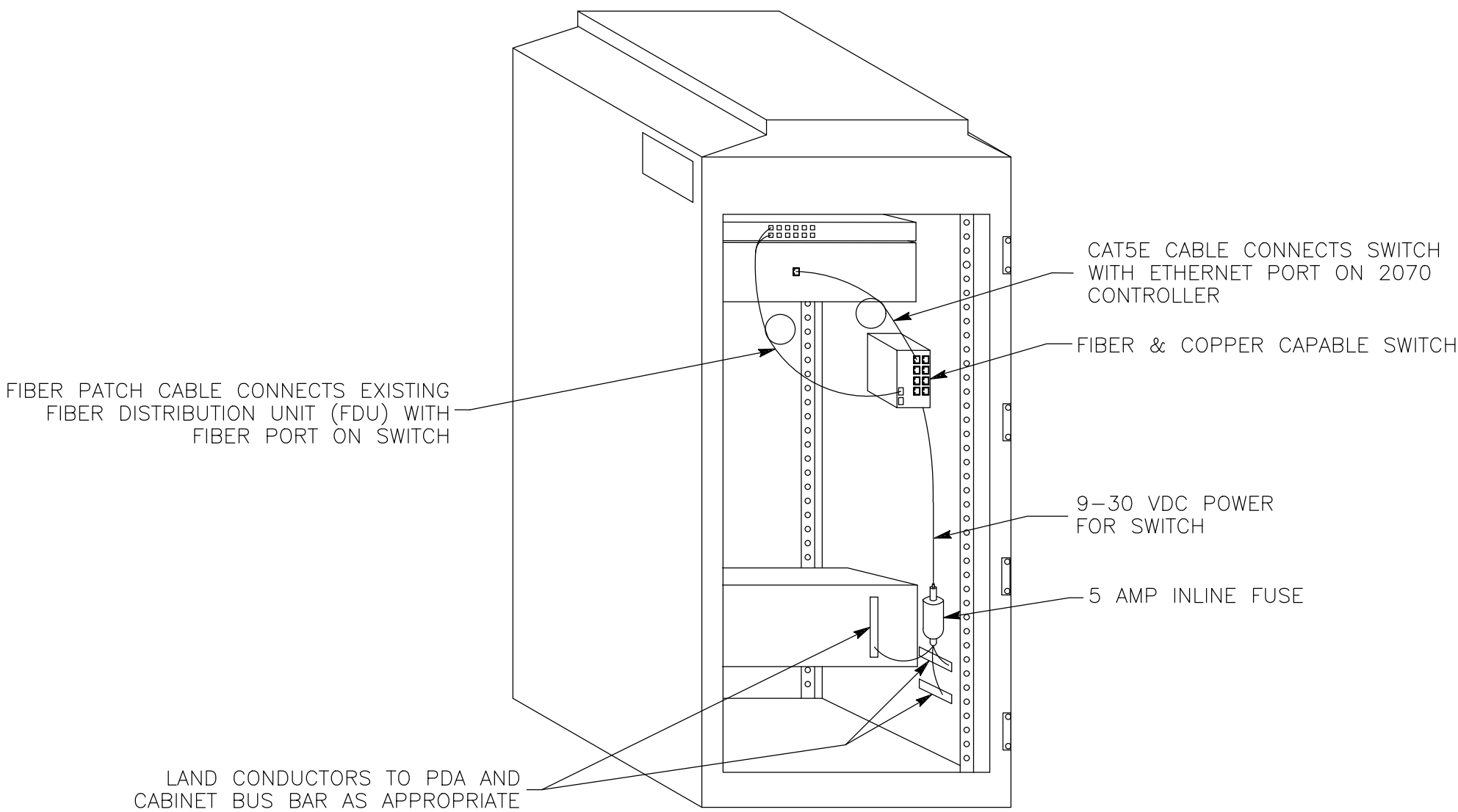
1. CONTRACTOR SHALL MOUNT TSP HARDWARE INSIDE CONTROLLER CABINET. SEE NETWORK ARCHITECTURE ON SHEET 25 AND SHEET 26.
2. CONTRACTOR SHALL INSTALL OUTDOOR-RATED CABLES BETWEEN POLE MOUNTED TSP EQUIPMENT AND TRAFFIC SIGNAL CONTROLLER CABINET.
3. AFFIX TSP EQUIPMENT PANEL INSIDE TRAFFIC SIGNAL CONTROLLER CABINET TO CABINET RACK.



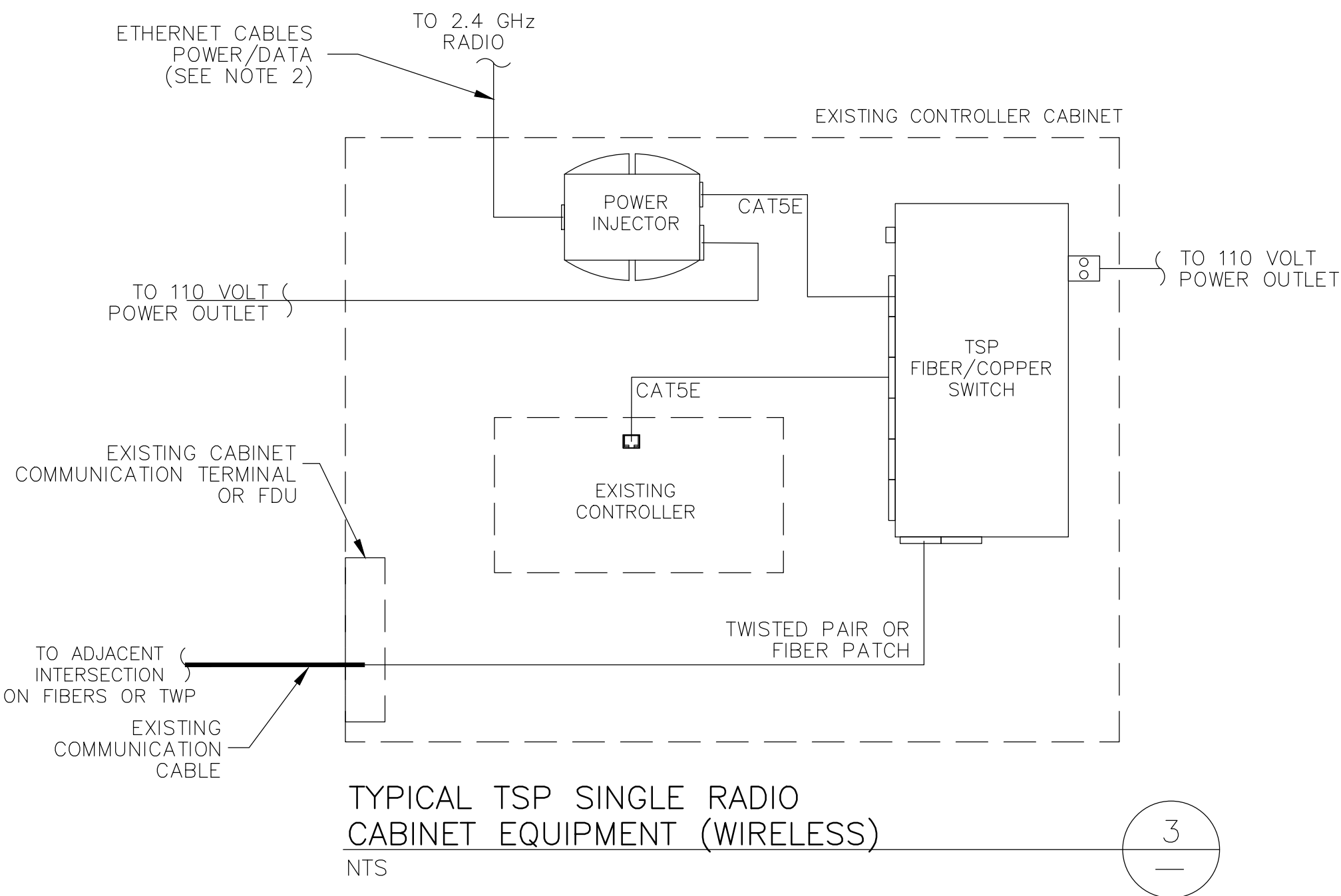
TYPICAL
332 CABINET MOUNTED TSP PANEL
NTS



TYPICAL TSP DUAL RADIO
CABINET EQUIPMENT (FIBER)
NTS



TSP WIRELESS
332 CABINET MOUNTED CLIENT
NTS

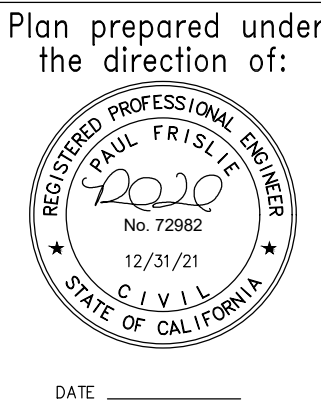


TYPICAL TSP SINGLE RADIO
CABINET EQUIPMENT (WIRELESS)
NTS

BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.

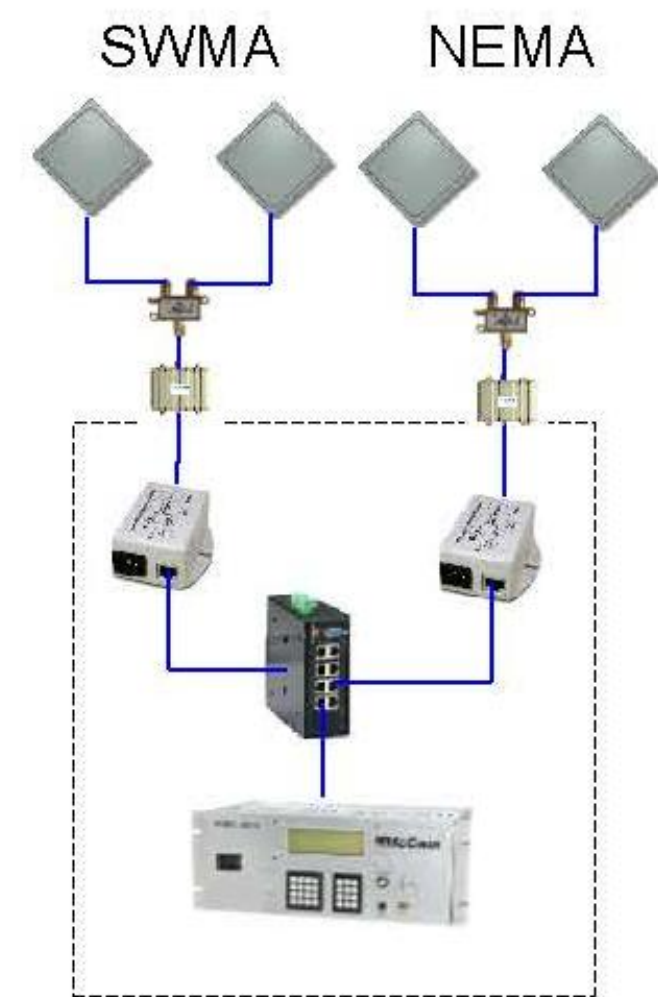


PLANS PREPARED BY:
iteris
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

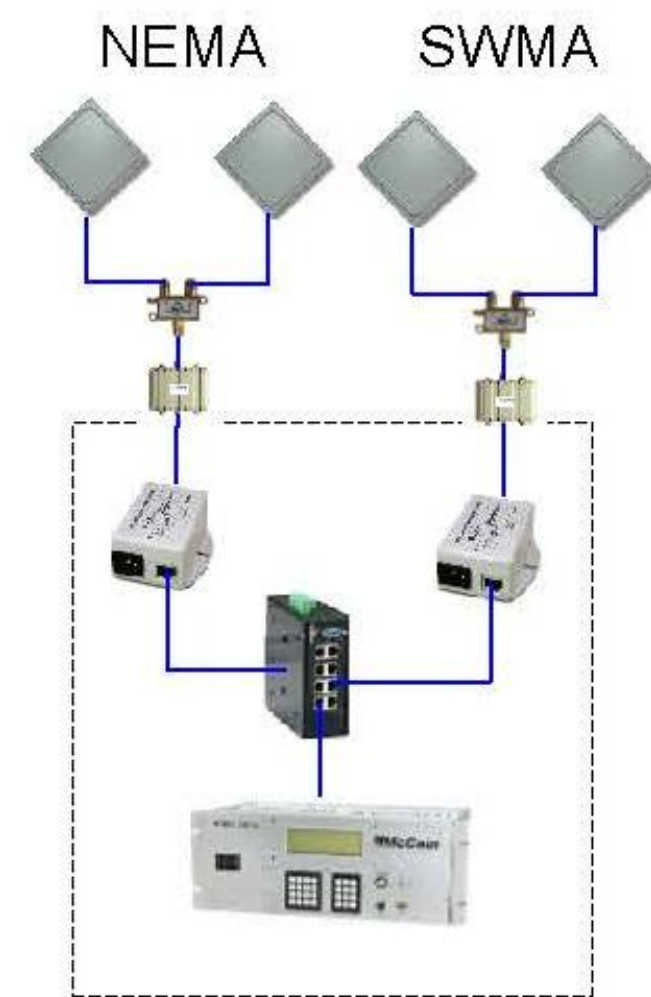


NO.	REVISIONS	DATE	BY	APP.

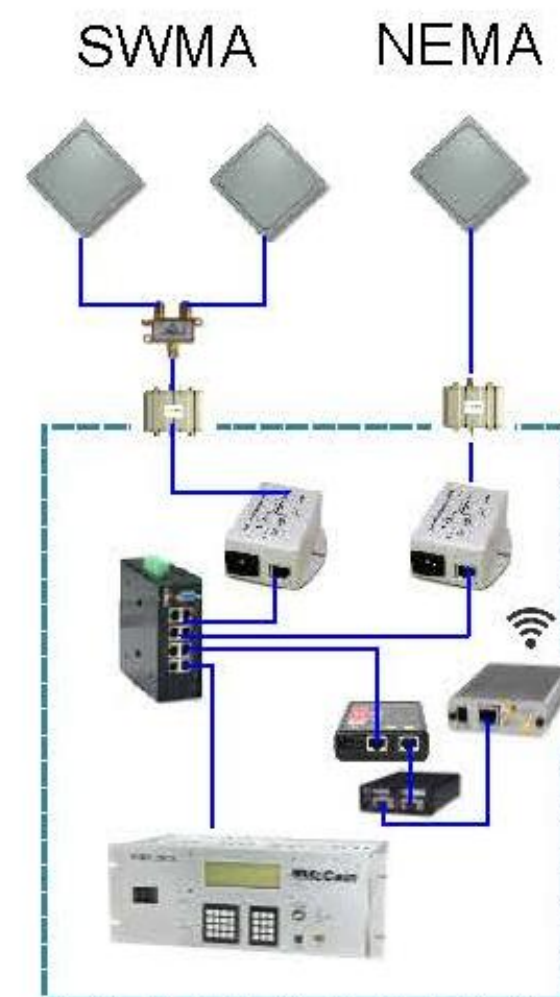
CITY OF GARDENA			
DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION	
PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM			
LIMITS : NA			
F. B. REF.			
DESIGNED BY	D.S.	11/17/2020	APPROVED BY : <i>Alan Rigg</i> DATE : 12/2/21
DRAWN BY	D.S.	11/22/2021	DIRECTOR OF PUBLIC WORKS
CHECKED BY	P.F.	11/23/2021	SHT. 24 OF 26 DWG. NO. 5-2605



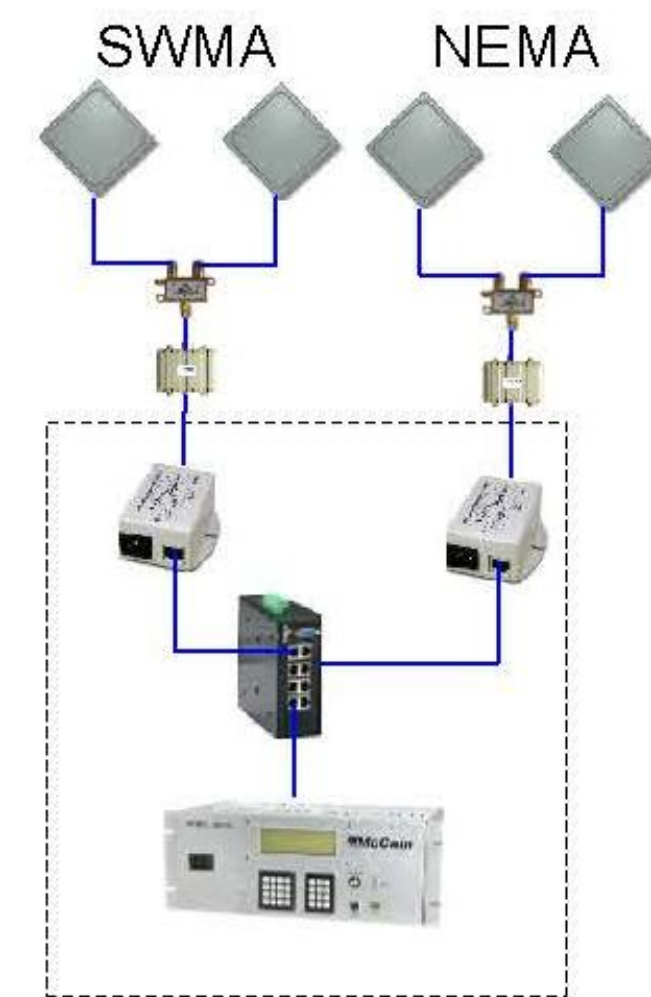
Vermont Ave
and
135th St



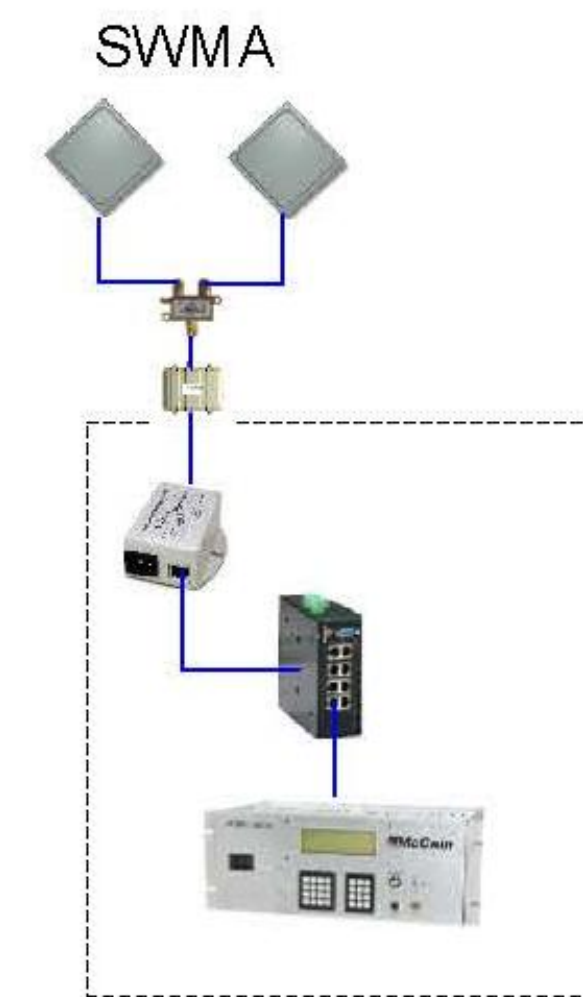
Vermont Ave
and
140th St



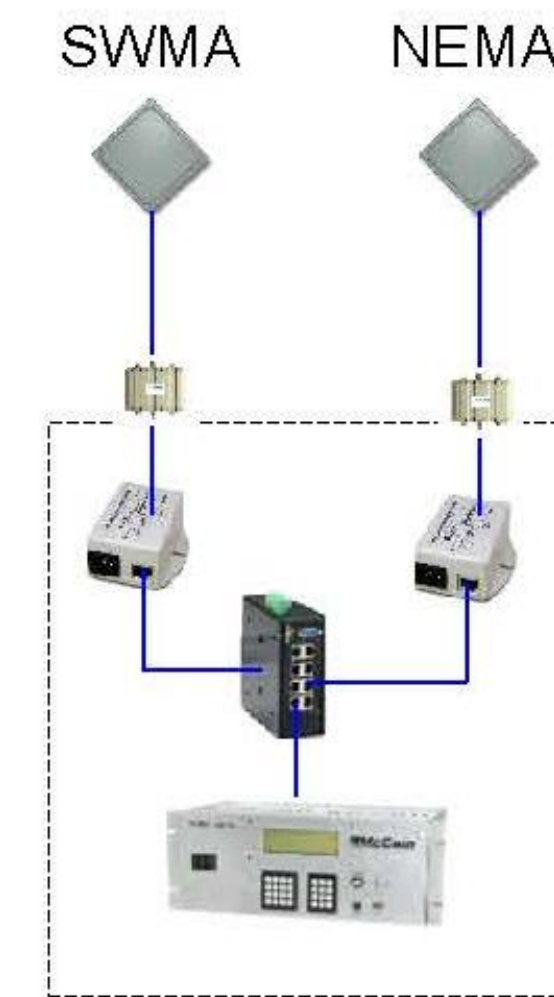
Vermont Ave
and
Rosecrans Ave



Vermont Ave and
149th St

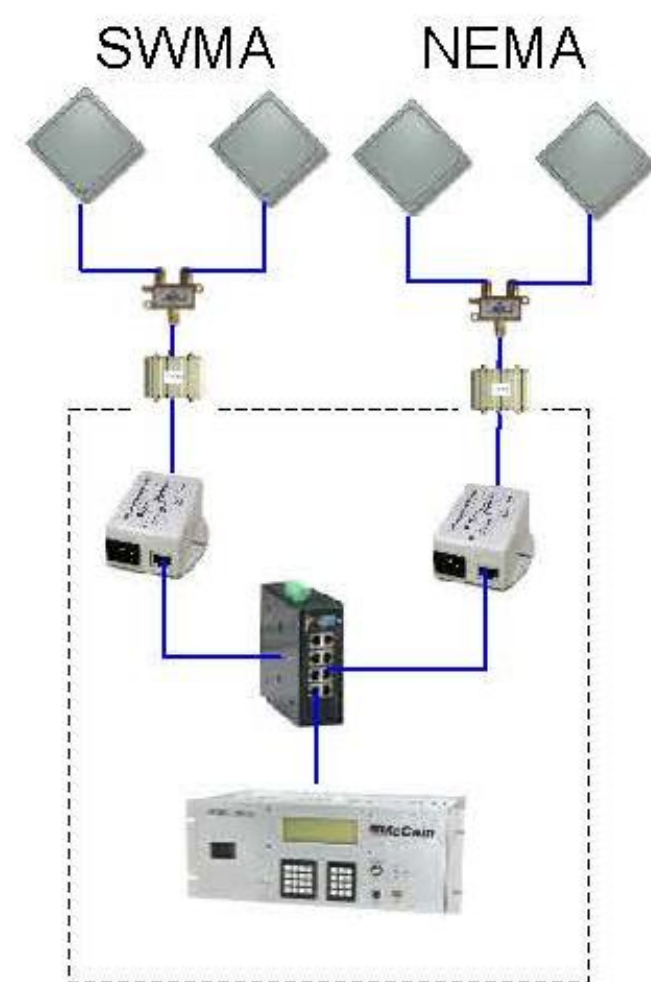


Vermont Ave
and
Marine Ave

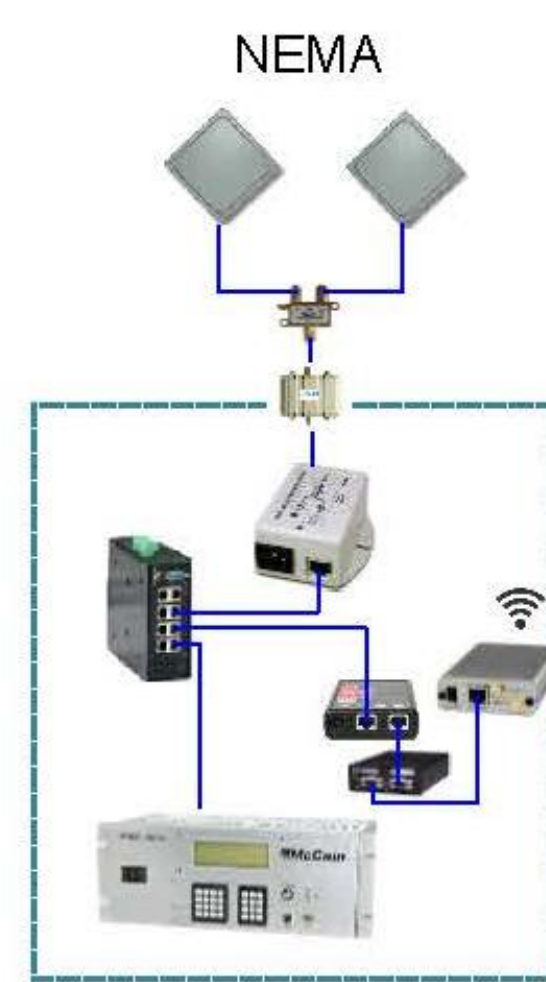


Vermont Ave and
Redondo Beach
Blvd

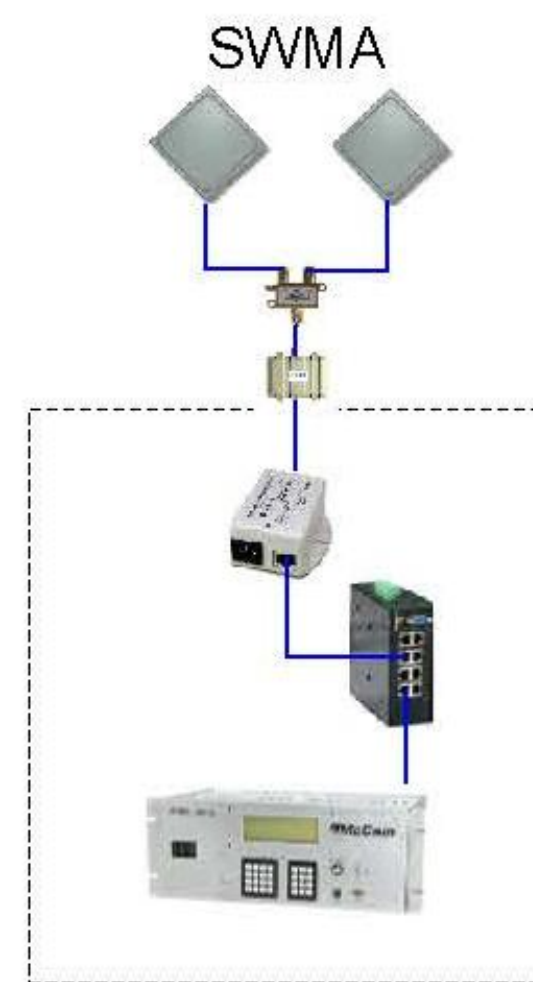
SEGMENT 1



Vermont Ave
and
Alondra/161st St



Vermont Ave
and
Gardena Blvd



Vermont Ave
and
168th St

SEGMENT 2

GTRANS VERMONT AVE TRANSIT SIGNAL PRIORITY PROJECT ROADSIDE WLAN DESIGN

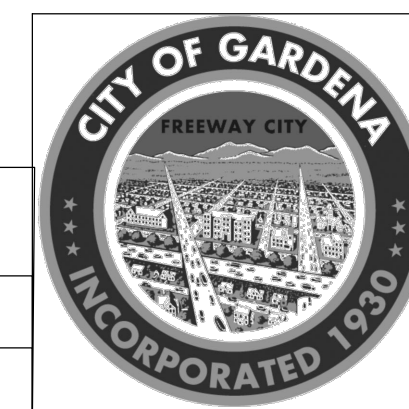
SYMBOL LEGEND

	Managed Network Switch		2.4 GHz Master Backhaul Radio
	Internet Tunnel Router DCB IP-6600		2.4 GHz Master Backhaul Radio Antenna
	Encrypted Ethernet Tunnel DCB ET-6600		2070LX/Omni-eX Traffic Signal Controller
	AirLink Intelligent Cellular Gateway		
	Power over Ethernet Injector		

ABBREVIATION GLOSSARY

NEMA	North East Mast Arm	SWMA	South West Mast Arm
------	---------------------	------	---------------------

VERMONT AVENUE MAINTAINED BY CITY OF GARDENA MAINTENANCE COST SHARING	
CITY OF LOS ANGELES	50%
CITY OF GARDENA	50%

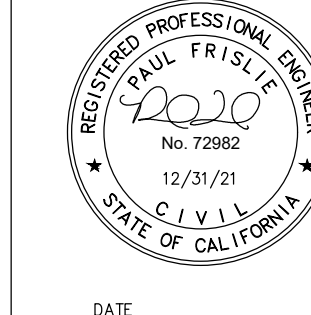


PLANS PREPARED BY:

iteris

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

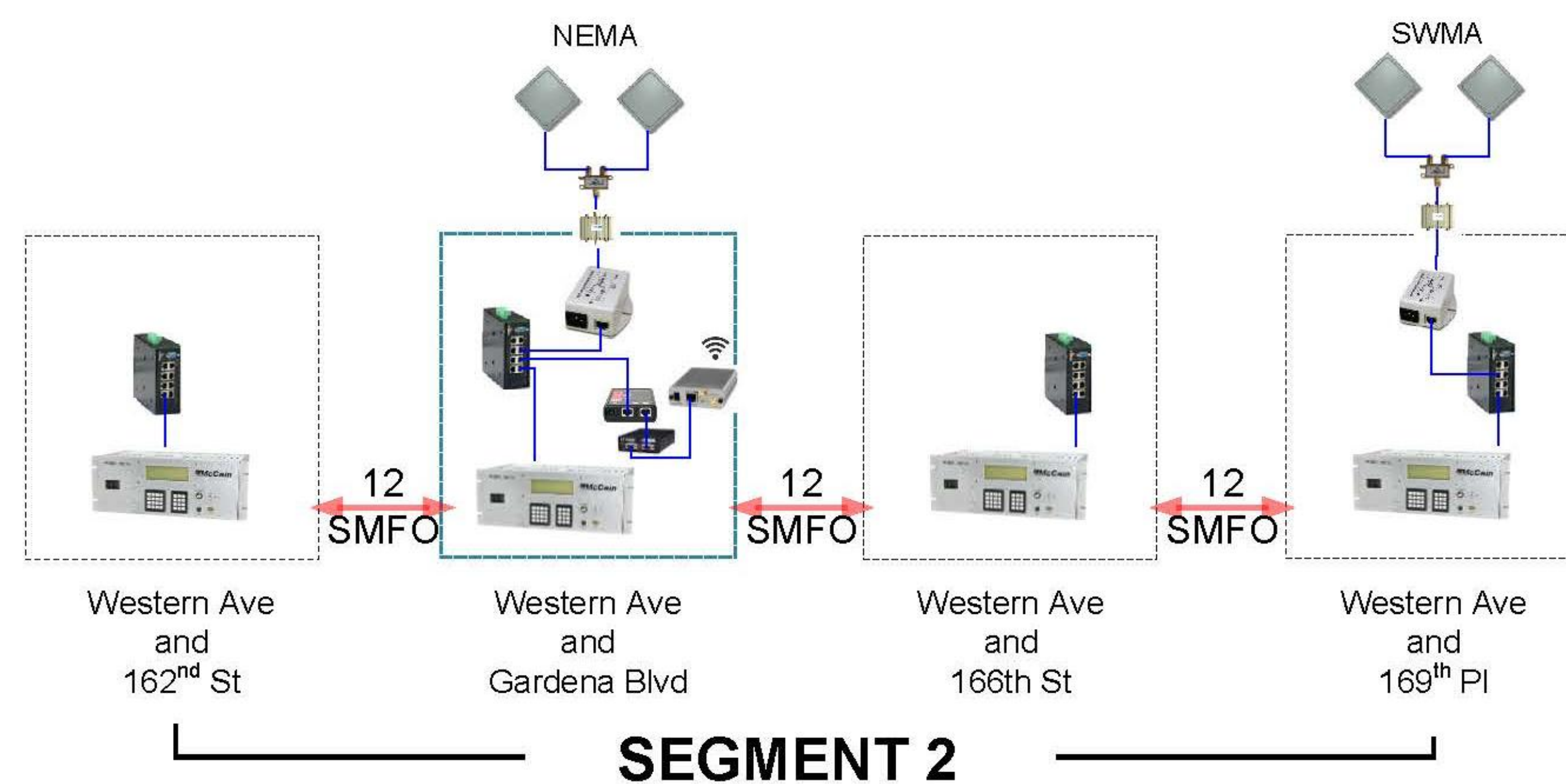
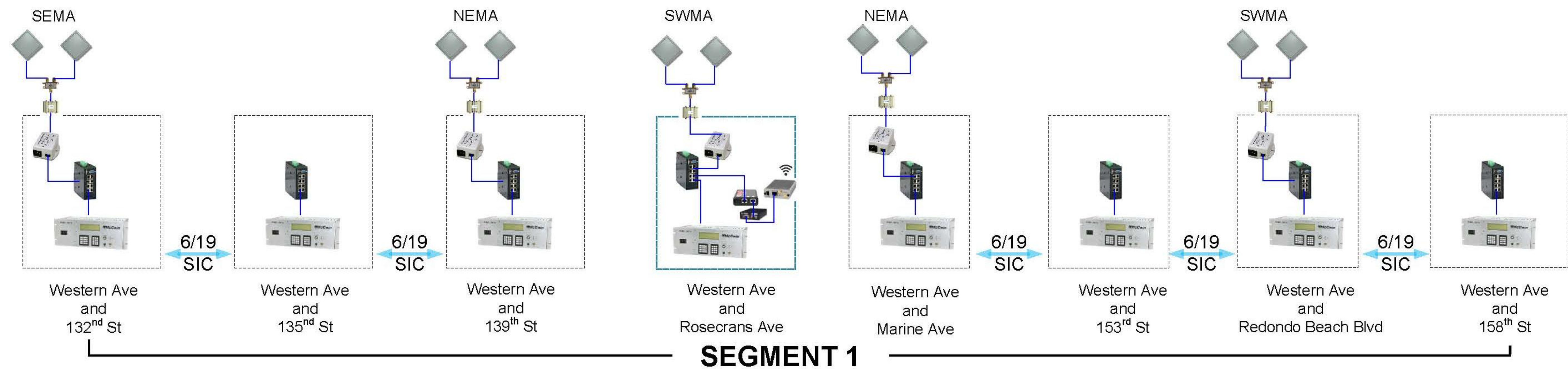
Plan prepared under
the direction of:



DATE

NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA			
					DEPARTMENT OF PUBLIC WORKS			
					PROJECT : GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM			
					LIMITS : VERMONT AVENUE			
					F. B. REF.			
					DESIGNED BY	D.S.	11/17/2020	APPROVED BY : <i>Allan Rigg</i> DATE : 12/2/21
					DRAWN BY	D.S.	10/22/2021	DIRECTOR OF PUBLIC WORKS
					CHECKED BY	P.F.	10/23/2021	SHT. 25 OF 26 DWG. NO. 5-2605

BUS SIGNAL PRIORITY PLAN
VERMONT AVE. AND WESTERN AVE.



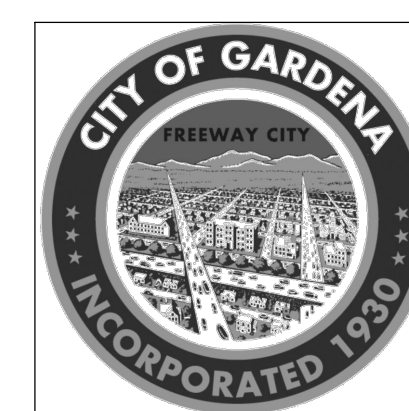
**GTRANS WESTERN AVE
TRANSIT SIGNAL PRIORITY PROJECT
ROADSIDE WLAN DESIGN**

SYMBOL LEGEND

- | | | | |
|---|---------------------------------------|---|--|
|  | Managed Network Switch |  | 2.4 GHz Master Backhaul Radio |
|  | Internet Tunnel Router DCB IP-6600 |  | 2.4 GHz Master Backhaul Radio Antenna |
|  | Encrypted Ethernet Tunnel DCB ET-6600 |  | 2070LX/Omni-eX Traffic Signal Controller |
|  | AirLink Intelligent Cellular Gateway | | |
|  | Power over Ethernet Injector | | |

ABREVIATION GLOSSARY

- | | | | |
|-------------|---------------------|-------------|------------------------|
| NEMA | North East Mast Arm | NESP | North East Signal Pole |
| SWMA | South West Mast Arm | SWSP | South West Signal Pole |

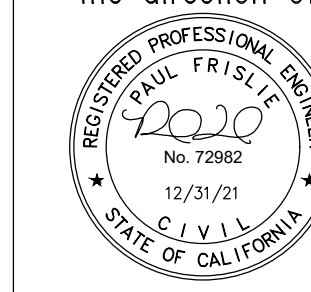


PLANS PREPARED BY:

iteris®

1700 Carnegie Avenue, Suite 10
Santa Ana, CA 92705-5551
Phone: (949) 270-9480
Fax: (949) 270-9481

Plan prepared under the direction of:	
--	--



NO.	REVISIONS	DATE	BY	APP.	CITY OF GARDENA			
					DEPARTMENT OF PUBLIC WORKS		ENGINEERING DIVISION	
					PROJECT : TRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM			
					LIMITS : WESTERN AVENUE			
					F. B. REF.			
					DESIGNED BY		D.S.	11/17/2020
DRAWN BY		D.S.	11/22/2021	DIRECTOR OF PUBLIC WORKS				
CHECKED BY		P.E.	11/23/2021	SHT. 26 OF 26 DWG. 5-2605				



CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

GTRANS ON-STREET BUS SIGNAL PRIORITY
SYSTEM PROJECT

JN 510

January 2022

CITY OF GARDENA

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**GTRANS ON-STREET BUS SIGNAL PRIORITY
SYSTEM PROJECT**

JN 510

Plans & Specifications prepared by:

Iteris, Inc.
1700 Carnegie Ave, #100
Santa Ana, CA 92705



Memoranda:

Plans and specifications are available at Planwell Administrator, 562.436.9761 or
www.crplanwell.com

Bid Results: <https://www.cityofgardena.org/public-contracts/>

City of Gardena Public Works Engineering Division: 310.217.9568

CITY OF GARDENA
NOTICE INVITING BIDS
for
GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT
PROJECT NO. JN 510

Plans and Specifications are available through ARC Document Solutions. Please be advised that there is an additional charge for delivery. Upon payment of the purchase price, they become the property of the purchaser and may not be returned for refund.

You may access the plans through the following website under Public Planroom:

www.crplanwell.com

For help accessing and ordering, please contact a Planwell Administrator at 562.436.9761.

Notice is hereby given that the City of Gardena will receive sealed bids at the office of the City Clerk, City Hall, 1700 W. 162nd Street, Gardena, California, until 1:00 PM on Feb. 16, 2022, and shortly thereafter on this same day, they will be publicly opened and read in the City Council Chambers.

Due to COVID-19 directives, City Hall is closed to the public. As a result, the bid opening will be conducted in video conferencing using ZOOM.US. City Clerk staff members are working regular business hours and are available to accept sealed bid(s). It is highly recommended to mail or drop off bids within the sufficient time. For drop off bids, City Hall entrance has posted City Clerk's Office phone number (310) 217-9565, they will be available to come out and accept bids at your call.

The information to join the bid opening via ZOOM is the following:

Topic: Bid Opening
Time: 1:00 PM on February 16, 2022 (Shortly thereafter the deadline)
Join ZOOM Meeting

<https://us02web.zoom.us/j/6240599732>
Meeting ID: 624 059 9732
Dial by phone: +1 669-900-9128 US

Should you have any questions or concern in delivering a bid or joining the ZOOM Meeting, please contact City Clerk's office at (310) 217-9565 or via email at cityclerk@cityofgardena.org.

At the time designated for receiving sealed bids on said Project, the bids will be publicly opened, examined, and read aloud.

All bids must be in writing, must be sealed, and must be plainly marked on the outside: **"BID ON PROJECT NO. JN 510**. Any bid received after the hour stated above for any reason whatsoever, will not be considered for any purpose but will be returned unopened to the bidder.

Bids are required for the entire work as described below:

The project shall include all traffic signal improvements as shown the plans, including the installing WLAN system, furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the above stated project.

The general items of work include installation of City-furnished WLAN bridge radios, two-way 2.4GHz splitters, mounting brackets, panel antennas, as well as furnishing and installing radio mounting poles, power connectors, Cat5 connectors, and other appurtenant work items not mentioned that are required by the plans and specifications to complete the WLAN system installation.

ENGINEER'S ESTIMATE: \$112,000

The time of completion of contract shall be **[60] working days** as defined in the latest Standard Specifications for Public Works ("Greenbook"). Liquidated Damages, as defined in Section 6-9, shall be **[\$500] per each consecutive calendar day**.

Each bidder must submit a proposal to the City, c/o City Clerk in accordance with the Plans and Specifications. Said proposal is to be accompanied by a cash deposit, a certified or cashier's check, or a bidder's bond, made payable to the City of Gardena, in an amount not less than 10 percent of the total bid submitted.

The envelope enclosing the proposal shall be sealed and addressed to the City of Gardena c/o City Clerk, and delivered or mailed to the City at 1700 W. 162nd Street, Gardena, California 90247-3778. The envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY, c/o CITY CLERK

(Bidder's Name and Address) _____

(Number and title of this project) _____

The successful bidder will be required to furnish a faithful performance bond in the amount of 100 percent of the contract price, and a payment bond in the amount of 100 percent of the contract price, both in a form satisfactory to the City Attorney.

The contractor shall have an active **Class "A"** license from the Contractor's State License Board at the time of submitting bid.

Pursuant to Public Contract Code Section 22300, the Contractor may, at Contractor's sole cost and expense, substitute securities equivalent to any monies withheld by the City to insured performance under the contract unless applicable federal regulations or policies do not allow such substitution. Such security shall be deposited with the City, or a state or federally chartered bank as escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract. The Contractor shall be the beneficial owner of any security substituted for monies withheld and shall receive any accrued interest thereon. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. No such substitution shall be accepted until the escrow agreement, letter of credit, form of security and any other document related to said substitution is reviewed and found acceptable by the City Attorney.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received. The award, if made, will be made to the lowest responsive responsible bidder.

Bidders are advised that this Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Accordingly, the bidder awarded the Contract and all subcontractors shall be required to pay not less than the prevailing rate of per diem wages, as determined by the Director of the California Department of Industrial Relations, and otherwise comply with the provisions of Section 1770 et seq. of the California Labor Code, California Code of Regulations, Title 8, Section 16000 et seq., and any other applicable laws, rules and regulations adopted with respect thereto ("California Prevailing Wage Laws"). Copies of such prevailing rates of per diem wages are on file at the Gardena City Clerk's office and the office of the City Engineer, and copies shall be made available to any interested party on request. The prevailing rates of per diem wages referred to herein are hereby made a part of this Notice by reference.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractor under it. Contractor and any Subcontractor under it shall comply with the requirements of said sections in the employment of apprentices.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly.

As of **January 1, 2016**, the requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>).

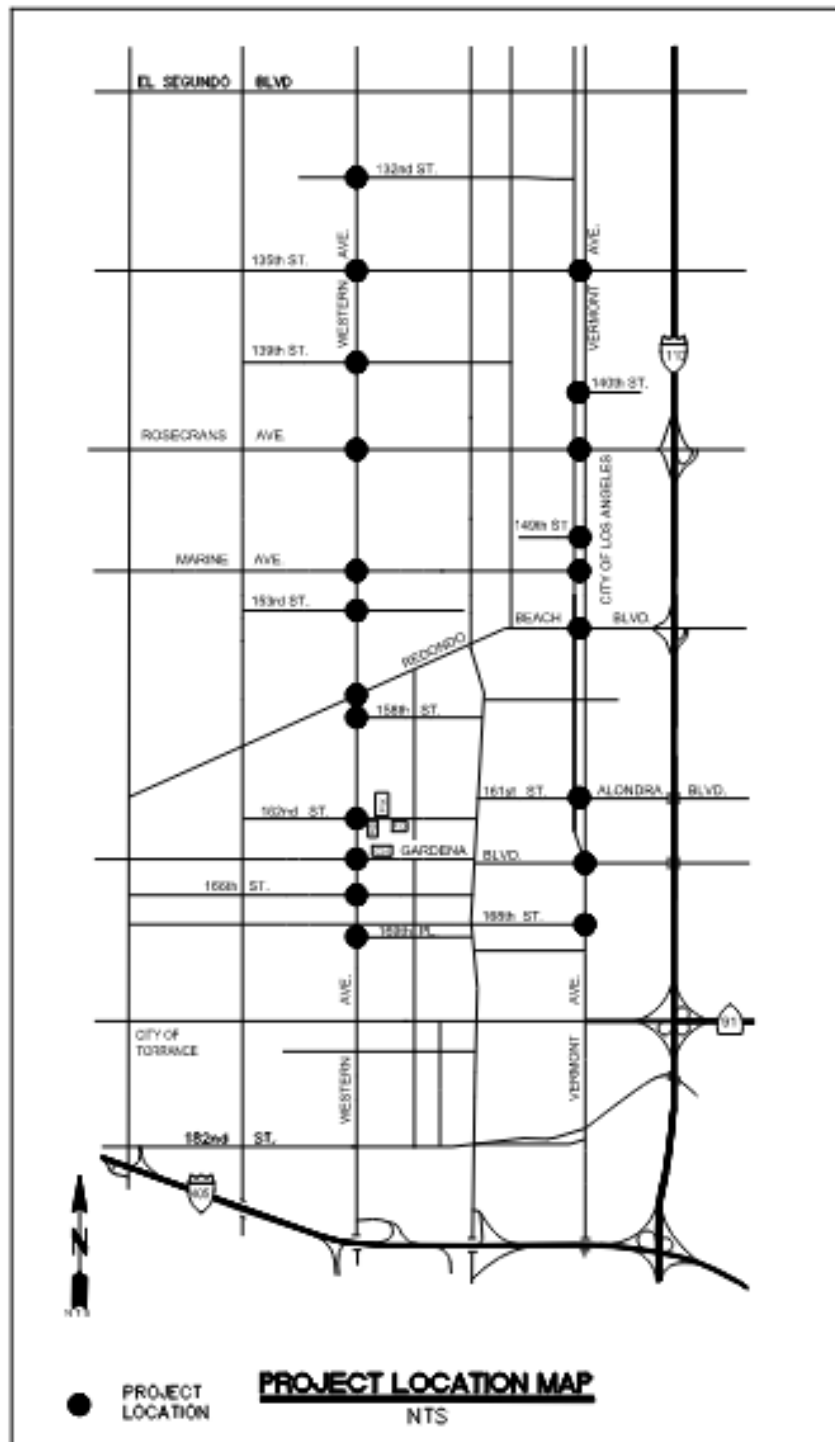
Skilled and Trained Workforce: This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

Award of Contract: The following are conditions to the award of the contract:

- I. Each contractor and subcontractor listed on the bid must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. subject to the limited exceptions set forth in Labor Code Section 1771.1(a) (regarding the submission of a bid as authorized by Business & Professions Code Section 7029.1 or Public Contract Code Section 10164 or 20103.5 provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract was awarded); and

- II. No contractor or subcontractor may be awarded this contract unless the contractor and each subcontractor listed on the bid is registered with the Department of Industrial Relations pursuant to Section 17265.5.

Any questions regarding this bid package may be referred to Jun De Castro, Public Works Engineering Division at 310 217-9642.



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INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL

The Proposal shall be fully executed and submitted on the forms in the project specifications and shall be enclosed in a sealed envelope marked and addressed as directed in the Notice Inviting Bids.

PRPOSAL / BID DOCUMENTS

All Proposals shall include the following executed documents to be submitted with each bid:

Bidding Schedule

Acknowledgement of Addenda Received

Bidder's Declaration

Non-Collusion Affidavit

Declaration of Eligibility of Contract

Bid Bond

Designation of Subcontractors

Construction Project Reference

Certificate of Non-Discrimination by Contractors

Certification of Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion – Primary Covered Transitions

DELIVERY OF PROPOSAL

The Proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that its Proposal is received as stipulated. Any Proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.

WITHDRAWAL OF PROPOSAL

The Proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of proposals prior to the scheduled closing time for receipt of proposals. No Proposal may be withdrawn after the hour fixed for opening bids.

MODIFICATIONS AND ALTERNATIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to the Proposal will render it informal and may be grounds for its rejection as non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

DISCREPANCIES IN PROPOSALS

In the event there is more than one bid item in a Bidding Schedule, the bidder shall furnish a price for all bid items in the Schedule, and failure to do so will render the Proposal informal and may be grounds for its rejection as non-responsive. The bidder shall state in words and figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies, or machinery, and completely perform the Contract. The total amount of each item bid and the total amount of the bid shall be stated in words and figures.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

PROPOSAL GUARANTEE – BIDDER'S SECURITY

Each bidder shall submit with his Proposal cash, an unconditional certified or cashier's check, or a bidder's bond, in the sum of the percentage of the bid stated in the Notice Inviting Bids, payable to the City as a guarantee that the bidder will, if its Proposal is accepted, execute the Contract and furnish a satisfactory Faithful Performance Bond, a satisfactory Payment Bond and insurance certificates as specified herein.

If a bidder to whom an award is made, fails or refuses to sign the Contract or furnish the required bonds and certificates, all within the time stated in Section 2-1.5 of the Special Provisions herein, the funds represented by said cash, check or bidder's bond shall be forfeited and become and remain the property of the City; the amount thereof being agreed to by the bidder and the surety as a bid bond forfeiture due the City because of the delay in the execution of the Contract and in the performance of work thereunder, resulting from such failure or refusal, except that if the City awards the contract to the next lowest responsive responsible bidder, only that portion of the bidder's security equal to the difference between the two bids will be forfeited.

A Bid Bond must be obtained from a corporate surety authorized to do business as such in the State of California as an "admitted surety insurer" and shall be on the form furnished by the City or one substantially in conformance with it. Certified or cashier's checks must be drawn on a solvent state or nationally chartered bank or branch thereof in the State of California. The liability of the City in connection with the checks shall be limited to the return of the checks (without interest) as provided in Section 2-1.6 of the Special Provisions bound herein.

DISQUALIFICATION OF BIDDERS

A person, firm, or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except an alternative bid when specifically requested; provided, however, a person, firm, or corporation who has submitted a sub-proposal to a bidder submitting a Proposal, or who has quoted prices on materials to such bidders, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals, or from submitting a Proposal as a prime contractor. Similarly, failure to comply with the registration requirements of Labor Code Section 1725.5, as further described in the Notice Inviting Bids, will disqualify a bidder.

ADDITIONAL REQUIREMENTS

The bidder's attention is directed to the Special Provisions and Technical Provisions bound herein for additional requirements of the Proposal and Contract Documents.

CONTRACT DOCUMENTS

Contract Documents are to be submitted within twenty-one (21) calendar days AFTER award of contract. Unless extended by agreement of the City, failure to timely submit executed Contract Documents may be grounds for rejecting the bid award and forfeiture of the bid security. See enclosed documents commencing on page CD-1.

BID PROPOSAL (BP)
GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT
PROJECT NO. JN 510

Contractor: _____

Address: _____

Phone: _____

Fax: _____

License No.: _____

D.I.R. No. _____

Email: _____

To Be Submitted
WITH
Bid Package

BID PROPOSAL

PROJECT NO. JN 510

BID SCHEDULE

The undersigned, having examined the proposed Contract Documents titled:

GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents and itemized bid schedule below. All work shall be completed within **SIXTY (60) Working Days** from the date the Notice of Proceed is issued by the Engineer.

Item No.	Item Description	Unit	Approx. Quantity	Unit Price in Figures	Item Total
1	Vermont Ave at 168 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
2	Vermont Ave at Gardena Blvd: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
3	Vermont Ave at 161 st St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
4	Vermont Ave at Redondo Beach Blvd: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
5	Vermont Ave at Marine Ave: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
6	Vermont Ave at 149 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
7	Vermont Ave at Rosecrans Ave: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
8	Vermont Ave at 140 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
9	Vermont Ave at 135 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
10	Western Ave at 169 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
11	Western Ave at 166 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
12	Western Ave at 164 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$

TO BE SUBMITTED WITH PROPOSAL

13	Western Ave at 162 nd St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
14	Western Ave at 158 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
15	Western Ave at Redondo Beach Blvd: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
16	Western Ave at 153 rd St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
17	Western Ave at Marine Ave: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
18	Western Ave at Rosecrans Ave: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
19	Western Ave at 139 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
20	Western Ave at 135 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
21	Western Ave at 132 th St: WLAN equipment installation and Traffic Signal Modification	LS	1	\$	\$
22	Traffic Control	LS	1	\$	\$
23	Mobilization	LS	1	\$	\$

BID SCHEDULE (Continued)

TOTAL CONTRACT BID:

(Figures) \$ _____

(Words) _____

* In case of error in extension of price into the total price column, the unit price will govern.

All work required and shown on the construction plans and this specification for which no price or item is listed on this proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance or direct payment of any kind. Payment for performing such work or furnishing such equipment, labor, tools and materials shall be included in the above lump sum or unit bid prices and no additional compensation will be paid therefor.

If the City determines that any of the unit bid prices are significantly unbalanced to the potential detriment of the City, the bid will be replaced as non-responsive.

TO BE SUBMITTED WITH PROPOSAL

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the bidder's intention and all totals will be corrected to conform thereto.

Attached hereto is cash, a certified check, a cashier's check, or a bidder's bond in the amount of _____ Dollar

s, said amount being not less than 10 percent of the amount bid. Pursuant to Public Contract Code Sections 20172 and 20174, it is agreed a portion equal to the difference between the low bid and second low bid shall be retained as a bid bond forfeiture by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Name of Bidder

Signature of Bidder

BID PROPSOAL

PROJECT NO. JN 510

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by number and date each addendum received.

Addendum No. ____ Date _____ Addendum No. ____ Date _____
Addendum No. ____ Date _____ Addendum No. ____ Date _____
Addendum No. ____ Date _____ Addendum No. ____ Date _____

Addenda will be issued only through the ARC Document Solutions and access under their Public Planroom (www.crplanwell.com). It is the Bidder's sole responsibility to visit the Planroom to obtain and administer any Addendum related to this bid. **An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.**

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature

Date

BID PROPOSAL

PROJECT NO. JN 510

BIDDER'S DECLARATION

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.
2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.
3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.
4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding. The undersigned has not in any manner sought by collusion to secure for himself any advantage over any other bidder.
6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the City after evaluation of the bids as submitted. The undersigned agrees that the City shall recover or retain as a bid bond forfeiture an amount equal to the difference between the low bid and amount of the bid of the bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest bidder in accordance with the provisions of the Public Contract Code Sections 20172 and 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

BIDDER'S DECLARATION (Continued)

7. The undersigned bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully submitted,

Contractor's Business Name

Contractor (Print) Title

Business Address: Street

Signature

Title

City State Zip

Contractor's License No. and Classification

Business Phone Number

Business Fax Number

Date

Name Title

Residence: Street

City State Zip

Residence Phone Number

Note: If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each partner (general and/or limited) must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

BID PROPOSAL

PROJECT NO. JN 510

NON-COLLUSION AFFIDAVIT

(To be executed by Bidder and submitted with Bid)

State of California

County of Los Angeles

_____ being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, or agent thereof to effectuate a collusive or sham bid.

NAME OF BIDDER

SIGNATURE OF BIDDER

ADDRESS OF BIDDER

CITY STATE ZIP

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(attach appropriate jurats)

BID PROPOSAL

TO BE SUBMITTED WITH PROPOSAL

BP-8

DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code Section 1777.1; Public Contract Code Section 6109]

The undersigned, a duly authorized representative of the contractor, certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:

“(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code.”

“(b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.”

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and has determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____

California_____. *(place of execution)*

Signature: _____ Name: _____

Title: _____ Company: _____

BID PROPOSAL

PROJECT NO. JN 510

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal,
and _____, as Surety,
are held firmly bound unto the City of Gardena in the sum of \$ _____;
_____ DOLLARS,

(not less than ten percent of total amount of bid)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the City to perform all work required under the following:

**PROJECT: GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT
JN 510**

NOW, THEREFORE, if said Principal is awarded a Contract by the City and, within the time and in the manner required in the Specifications for said project, enters into the written form of Contract bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, said Surety shall pay all costs incurred by the City in such suit, including a reasonable attorneys' fee to be fixed by the court. Surety hereby waives the provisions of California Civil Code §2845.

SIGNED AND SEALED, this _day of _____, 20_____.

_____(SEAL)
Principal

_____(SEAL)
Surety

BY: _____
Signature

BY: _____
Signature

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 510

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the City.

Portion of Work %	Subcontractor's Name & Address	Type of Work	State License Number	Class	D.I.R. Number

Not more than ____ %.

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 510

CONSTRUCTION PROJECT REFERENCE

In order to more fully evaluate your background and experience for the project herein proposed, please submit a list of Public Works and/or similar construction projects completed or in progress within the last three (3) years. Failure to provide this information may constitute grounds for rejection of your bid as non-responsive.

Number of years as a contractor in construction work of this type: _____

Three projects of this type recently completed:

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

Bidder's Signature _____

NOTE: If requested by the City, the bidder shall furnish a certified financial statement, references, and other information sufficiently comprehensive to permit an appraisal of his current financial condition.

Bidder's Signature _____

TO BE SUBMITTED WITH PROPOSAL

BID PROPOSAL

PROJECT NO. JN 510

CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM _____

TITLE OF PERSON SIGNING _____

SIGNATURE _____

DATE _____

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

BID PROPOSAL

PROJECT NO. JN 510

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of the Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 5-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____ Name: _____

Title: _____ Company: _____

TO BE SUBMITTED WITH PROPOSAL

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – PRIMARY COVERED TRANSACTIONS**
(Continued)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

TO BE SUBMITTED WITH PROPOSAL

CONTRACT DOCUMENTS (CD)

GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT

PROJECT NO. JN 510

**To be Submitted
within twenty-one (21) calendar days**

**AFTER
Award of Contract**

CONTRACT DOCUMENT

PROJECT NO. JN 510

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between CITY OF GARDENA in the State of California, hereinafter referred to as "CITY" and _____, hereinafter referred to as "CONTRACTOR."

The City and the Contractor mutually agree as follows:

ARTICLE I.

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees to perform and complete in a good and workmanlike manner all work required by the Contract Documents for City Project No. JN, which is described as follows:

Title: GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT
JN 510

Said work shall be performed in accordance with the Plans, Specifications and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are provided in the Contract Documents to be furnished by City.

This project is subject to Skilled and Trained Workforce Requirements per Sections 2600 through 2603 of the Public Contract Code.

ARTICLE II.

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the contract sum set forth in the Bidding Schedule. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. City shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III.

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the City and the Contractor, are enumerated as follows: Proposal Documents, including the Notice Inviting Bids, Instructions to Bidders, Bidding Schedule, Bidder's Declaration, Designation of Subcontractors, Bidder's Assurance, and Fair Employment Practices documents; this Agreement; Standard Specifications; Special Provisions; Technical Provisions; Drawings; Plans; and all addenda issued prior to and all modifications issued after the execution of this Agreement. These form

the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV.

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether City or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY

By: _____
MAYOR (Sign)

Date: _____
SEAL

Attest:
By: _____
CITY CLERK (Sign)

Date: _____

CONTRACTOR

By: _____
Sign / Title

Date: _____

Attest: (Contractor)

By: _____
Sign / Title

Date: _____

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY (Sign)

Date: 12/8/2021

CONTRACT DOCUMENT

PROJECT NO. JN 510

FAITHFUL PERFORMANCE BOND

WHEREAS, the City of Gardena has awarded to _____, hereinafter designated as the "Principal", a Contract for:

PROJECT: GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT
JN 510

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, _____
as Principal, and _____
as Surety, are held and firmly bound unto the City in the sum of _____

Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay all court costs and reasonable attorneys' fees to the City of Gardena in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

This bond shall remain in full force and effect for a warranty period of one full year after acceptance of the job by the City.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and

Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN 510

PAYMENT BOND

WHEREAS, the City of Gardena has awarded to _____, as Contractor, a contract for the work described as follows:

PROJECT: GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT
JN 510

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of _____, Dollars (\$_____) this amount being not less than one hundred percent (100%) of the total Contract price, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, or any other amounts due to persons under any applicable project contract or law, with respect to such work and labor, then the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees to the plaintiff(s) and City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

This bond shall remain in full force and effect for six full months after the period in which verified claims may be filed as provided for in Section 3184 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ 20____.

[PRINCIPAL]

By _____

Title _____

Signature

[SURETY]

By _____

Title _____

Address _____

Phone No. _____

Signature

All signatures must be notarized.

Appropriate modifications shall be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.

Corporations must affix corporate seal.

CONTRACT DOCUMENT

PROJECT NO. JN 510

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATED: _____

CONTRACTOR

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

CONTRACT DOCUMENT

PROJECT NO. JN 510

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

GTRANS ON-STREET BUS SIGNAL PRIORITY SYSTEM PROJECT
JN 510

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Gardena and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Company/Contractor _____

Name & Title _____

Signature & Date _____

CONTRACT DOCUMENT

PROJECT NO. JN 510

INSURANCE

CERTIFICATION OF INSURANCE (COI) SHALL BE SUBMITTED BY THE CONTRACTOR

- 1. COMMENCEMENT OF WORK.** Contractor shall not be authorized to commence Work under this Contract until it has obtained approved insurance. Before beginning Work hereunder, during the entire period of this Contract, for any extensions hereto, and for periods after the end of this Contract as may be indicated below, Contractor must have and maintain in place not less than the insurance coverages required in this Section at his sole cost and expense. Contractor's insurance shall comply with all items specified by this Contract. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors. The insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
- 2. 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.
- 3. COVERAGES, LIMITS AND POLICY REQUIREMENTS.** Contractor shall maintain the types of coverages indicated below:
- 4. COMPREHENSIVE GENERAL LIABILITY INSURANCE.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either one million dollars (\$1,000,000) per occurrence or two million dollars (\$2,000,000) aggregate.
- 5. 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 minimum auto insurance coverage shall be one million dollars (\$1,000,000) combined single limit per accident.
- 6. WORKER'S COMPENSATION AND EMPLOYER'S 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 (\$1,000,000) 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.

In accordance with the provisions of section 1860 of the California Labor Code, Contractor's attention is directed to the requirement that in accordance with the provisions of section 3700 of the California Labor Code, Contractor and every subcontractor will be required to secure the payment of compensation of his or her employees, or obtain a certificate of

consent to self-insurance by the Director of Industrial Relations in accordance with the requirements of Section 3700 of the California Labor Code.

In accordance with the provisions of section 1861 of the California Labor Code, Contractor shall sign and file with the awarding body the following certification prior to performing any work on the Project:

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

7. POLICY REQUIREMENTS. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- (i) City and its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy as respects liabilities arising out of the performance of any work done under the Contract.
- (ii) The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
- (iii) For any claims with respect to the Project covered by this Contract, Contractor's insurance coverage shall be primary insurance as respects City and its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by City and its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (iv) The policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

8. COURSE OF CONSTRUCTION INSURANCE. Contractor shall provide course of construction insurance covering for "all risks" of loss in the amount of the completed value of the Work. The City shall be named as a loss payee and the insurer shall waive all rights of subrogation against the City. This 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 until thirty (30) days written notice, return receipt requested, is mailed to the City. Course of Construction Insurance may be provided for each separate Phase.

9. ADDITIONAL REQUIREMENTS. The procuring of required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. City shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

10. DEDUCTIBLES. Any deductible or self-insured retentions must be declared to and approved by City. Contractor shall guarantee that, at the option of the City, 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 Contractor); or Contractor shall provide satisfactory financial guarantee for payment

of losses and related investigations, claim administration and defense expenses in the amount of any deductibles or self-insured retentions.

11. VERIFICATION OF COMPLIANCE. Contractor shall furnish City with the required endorsements attached hereto. All documents 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 Contract, Contractor shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Contractor shall provide full copies of any requested policies to City within three (3) days of any such request by City.

12. TERMINATION FOR LACK OF REQUIRED COVERAGE. If Contractor, for any reason, fails to have in place, at all times during the term of this Contract, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Contractor's expense and/or terminate this Contract. Contractor shall indemnify, defend and hold harmless City and its elected and appointed officers, employees, agents and volunteers from any claim resulting from failure of either Contractor or any subcontractor to take out or maintain any insurance required by this Contract.

13. EQUIPMENT COVERAGE. Any policy or policies of insurance Contractor or his subcontractors elect to carry as insurance against loss or damage to construction equipment and tools or other personal property shall include a provision waiving the insurer's right of subrogation against City.

PROJECT NO. JN 510

SPECIAL & TECHNICAL PROVISIONS

The following Special Provisions supplement and amend the "Standard Specifications for Public Works Construction", 2015 Edition. As a reference they have been arranged into a sequence, which parallels the arrangement of the Standard Specifications.

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SPECIAL PROVISIONS

PROJECT NO. JN 510

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS.

The Standard Specifications for Public Works Construction ("Greenbook") written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the City. All work shall conform to the 2015 edition, including supplements of the Standard Specifications, the Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the City (defined herein as "Agency") available at the time bids are opened unless otherwise specified in the Contract Documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

SECTION 1 - TERMS, DEFINITION, ABBREVIATIONS, UNITS OF MEASURE AND SYMBOLS.

1-2 TERMS AND DEFINITIONS. Whenever in the Standard Specification the following terms are used, they shall be understood to mean and refer to the following:

- | | | |
|-----|-----------------------------|---|
| (a) | AGENCY | The City of Gardena, a California municipal corporation. |
| (b) | BOARD | The City Council of the City of Gardena |
| (c) | CONTRACT DOCUMENTS | Documents including but not limited to the proposal forms, Standard "Greenbook" Specifications, Special Provisions, Technical Provisions, Notice Inviting Bids, Instructions to Bidders, Bonds, Insurance, Contract and all Addenda setting forth any modifications of the documents. |
| (d) | ENGINEER | The City of Gardena Director of Public Works/City Engineer or his authorized representative. |
| (e) | BIDDER | An individual, co-partnership, association or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative. |
| (f) | LEGAL ADDRESS OF CONTRACTOR | The legal address of the Contractor to be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed or delivered. |
| (g) | LABORATORY | An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract. |

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT.

2-1.1 Proposal. The proposal shall be fully executed and submitted on the forms provided by the Agency and shall be enclosed in a sealed envelope marked and addressed as directed in the "Notice Inviting Bids".

If the proposal is made by an individual, it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her known name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Proposal. Proposals which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the Agency, the Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

2-1.2 Examination of Plans, Specifications and Project Site. Bidders shall read the specifications, review the drawings and examine the existing facilities to fully understand the project in order to plan for the improvements as shown in the contract, including local condition, uncertainty of weather and all other contingencies.

Bidders shall satisfy themselves by personal examination of the proposed work sites, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, drawings, or from the Engineer/Architect of the record, shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the Agency.

2-1.3 Interpretation of Drawings and Documents. If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Engineer a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Engineer, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Engineer and such addendum shall be considered a part of and incorporated in the Contract Documents.

2-1.4 Award of Contract. After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The Agency reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Bids subsequently shown to be mathematically unbalanced would be rejected as nonresponsive.

A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question.

"A bid is mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the bid must carry its proportionate share of the total cost of the work plus profits."

"A bid is materially unbalanced if there is a reasonable doubt that award to the bidder submitting the mathematically unbalanced bid will result in the lowest ultimate cost to the Government. Consequently, a materially unbalanced bid may not be accepted."

Award of the Contract, if it be awarded, will ordinarily be made by the Agency within 30 days after opening of the bids. Award will be made to the lowest responsive responsible bidder.

In selecting the lowest responsive responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the Agency that he or his associates are competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agency, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

2-1.5 Execution of Contract. A bidder whose proposal is accepted shall properly sign a written contract with the Agency on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents **within twenty-one (21) calendar days** from the date of the mailing of a notice from the Agency to the bidder, according to the address given by him, of acceptance of his proposal.

Contract bonds and certificates of insurance, if required, shall be filed in all instances before delivering any equipment, materials, or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose proposal is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the Agency enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the Agency, an award may be made to the bidder whose proposal is next most acceptable to the Agency, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation to so sign.

2-1.6 Return of Proposal and Guarantee. The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Check or bid bonds of other bidders will be returned when their proposals are rejected or in any event at the expiration of forty-five (45) days from the date of opening bids.

2-5 PLANS AND SPECIFICATIONS.

2-5.2 Precedence of Contract Documents. The order of precedence of contract documents shall be:

FIRST	Requirements of law, including the Code and Ordinances of the City of Gardena.
SECOND	Permits from other agencies as may be required by law.
THIRD	Permits from City of Gardena Departments as may be required by law or ordinance.
FOURTH	The Contract.
FIFTH	The Bid Proposal.
SIXTH	Addenda.
SEVENTH	Notice Inviting Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Plans.
ELEVENTH	Special Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction (current edition).
FOURTEENTH	Caltrans Standard Plans and Specifications.
FIFTEENTH	Reference Specifications.

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND and THIRD. Detailed plans shall have precedence over general plans.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. The Contractor is required to locate and tie out survey

monuments in the project area prior to construction involving street and highways, or City public right of way and to file with the County Surveyor a Corner Record of any such work. Prior to final payment and the issuance of a completion certificate, the Contractor is required to file a Corner Record for survey monumentation that is replaced. All such survey work shall be performed under the supervision of a California licensed Land Surveyor or a Civil Engineer authorized to perform such work.

The Contractor shall provide the Agency a copy of the office calculations and documents submitted to the County for filing in connection with the aforementioned work.

The payment for surveying, related professional services, office calculation, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

2-9.2 Survey Service. Unless otherwise provided in the Technical Provisions, establishing lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Agency's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed therefor.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK. When work is performed on a "time and materials" basis, the following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

1)	Labor	20
2)	Materials	15
3)	Equipment Rental.....	15
4)	Other Items and Expenditures.....	15

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

When all or any part of the extra work is performed by a Subcontractor, the markup established above shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-5 DISPUTED WORK.

3-5.1 Retention of Imperfect Work. If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Engineer, the Engineer shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make deductions therefor in the payment of the contract item due Contractor as may be just and reasonable.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule. The Contractor's proposed construction schedule shall be submitted to the Engineer within ten (10) working days after the date of the contract execution. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

The Contractor shall include in his bid all costs to perform the work under this contract in stages. The Contractor shall begin and complete work in each stage prior to starting work in subsequent stages unless previous permission is obtained from the Engineer. The contractor shall stage the work to allow parking on the next adjacent streets. Restricting parking on multiple adjoining streets shall require approval of the engineer.

6-1.2 Commencement of the Work. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Gardena and the owners of all utilities and substructures within the Project area not less than 48 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the contractor and is not guaranteed to be complete or correct:

COMPANY	CONTACT	TELEPHONE NO.
Southern California Edison	Cynthia Carrillo	310.413.4497
Southern California Gas	Melissa Fukunaga: Tech Services Planning: Attn - Lead Planner	213.231.7281
AT&T	Terence Little	626.817.4252
	Raymond Dover	310.515.4257
Gardena Police	Dispatch	310.3237911
L.A. County Fire Dept.		310.323.7911
Time Warner Communications	Arturo Fernandez	310.750.9099

Crown Castle	Hector Aguilera	951.454.5111
Waste Resources of Gardena	Lorena Rodriguez	310.366.7600
Golden State Water Co.	Conde Ventura	310.436.6950 x107
	Joseph Salcido	310.660.0320 x101
L.A. County Flood Control	Daryll Chenoweth	626.458.3129
L.A. Sanitation District	Jon Ganz	562.908.4288
Metropolitan Water District	Civil Eng. Substructures Section	213.217.7059
Chevron Pipeline	Dave Zerler	310.669.4014
Underground Service Alert		800.422.4133

The Contractor shall submit periodic Progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-7 TIME OF COMPLETION.

6-7.2 Working Day. The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 4:00 P.M., Monday through Friday except holidays. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Engineer. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

If the Contractor works beyond the allowed working hours without prior written approval from the Engineer, the Contractor may be charged Five Hundred (\$500) for each occurrence as required by the Engineer. The amount will be deducted from a progress payment or bond.

Contractor hereby acknowledges and shall be required to comply with the provisions of California Labor Code Section 1810 et seq. According to those sections, eight (8) hours of labor shall constitute a legal day's work. Contractor shall pay to the Agency a penalty of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day or forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. In addition to the guarantees as required in Section 2-4 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the Agency to insure that defects, which may appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Engineer within thirty (30) days after written notice thereof by the Agency.

6-9 LIQUIDATED DAMAGES. The amount of liquidated damages is hereby amended to **\$500** for each consecutive calendar day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

7-1.1 General.

7-1.1.1 Contractor's Responsibility for Work. Until the formal acceptance of the work by the Agency, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with 7-3 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

7-1.1.2 Notice and Service Thereof. Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Agency by personal delivery thereof to the City of Gardena Engineer or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department
City of Gardena
1717 W. 162nd Street
Gardena, CA 90247-3778

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

Notification of Property Owners and Tenants - The Contractor shall notify each property owner and/or tenant in the project area in writing five (5) working days prior to the start of construction. If pedestrian or vehicular access to private property is to be blocked, the Contractor shall again notify each property owner and/or tenant in writing five (5) working days prior to construction activities. The Contractor shall provide additional notices when a lapse time occurs during each phase/segment work.

The written notice shall be submitted to the Engineer for approval prior to being delivered.

7-1.1.3 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier.

The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the Agency free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Agency.

The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

7-3 INSURANCE. Refer to the Contract Documents Section, CD-10, for detail requirements.

7-5 PERMITS. The Contractor will obtain, at no cost to the Agency, all permits necessary to perform the work on streets, highways, railways or other rights-of-ways. The Contractor shall obtain and pay for all costs incurred for permits necessitated by its operations such as, but not limited to those permits required for night work, overload, blasting and demolition. For private contracts, the Contractor shall obtain all permits incidental to the work or made necessary by its operations, and pay all costs incurred by the permit requirements.

The Contractor and each subcontractor employed upon the work must have or obtain a valid City of Gardena Business License in accordance with the provisions of the Gardena Municipal Code.

The Contractor shall secure all necessary permits with the City of Los Angeles Bureau of Engineering for work within their right-of-way at the cost of the Contractor and no cost to the City. City of LA BOE permits are currently done online only.

<https://eng.lacity.org/permits>

7-6 THE CONTRACTOR'S REPRESENTATIVE. The Contractor shall furnish the Engineer with the name, address and cell/ business/home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

7-8 WORK SITE MAINTENANCE.

7-8.1. General. The Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling with water in keeping with the AQMD and NPDES requirements. Debris, soil or other matter shall not be washed into storm drains but shall be collected and disposed of in a legal, responsible manner. The construction area shall be cleaned with a power sweeper at the end of every workday and when deemed necessary by the Engineer.

The Contractor shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Use temporary sandbags to control the site perimeter. At the completion of the project sandbags shall become the property of the City of Gardena and shall be remain in place.

The Contractor shall not spill on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Stockpiling of construction materials or debris on City right-of-way shall be in accordance with the NPDES permit and shall be approved by the inspector. At the completion of work, the Contractor shall thoroughly clean all work areas.

All existing facilities that are damaged due to the contractor's work shall be removed and replaced per City of Gardena's standards (i.e.

7-8.4 Storage of Equipment and Material.

7-8.4.1 General. All costs associated with the disposal of all excavated or demolition materials, including any gate fees, shall be paid by the Contractor. These costs shall be included in the bid price for the applicable bid items.

Prior to any excavated or demolition material being removed from the construction site the Contractor shall notify the City as to the hauling route and destination for disposal. If the location for disposal is other than a county landfill then the Contractor shall provide the City with written permission and release of liability for the City from the owner of the property where the material will be deposited.

The City has an exclusive agreement with Waste Resources, Inc. and no other firm may provide bulk trash bins in the event the work requires this service.

7-8.4.2 Storage in Public Streets. Construction equipment shall not be stored at the construction site, any public street or publicly owned facilities without approval of the City. Contractor shall store equipment at a contractor's rental yard.

All excavated material that is to be hauled to and disposed of at a County landfill site by the Contractor is subject to a County gate fee based on tonnage.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Any facilities, structures, water lines, landscaping, surfaces, signs, pavement markings, painted curbs, house numbers, etc., which are damaged during construction shall be restored to the satisfaction of the City. Damaged water lines shall be repaired immediately at no additional cost to the city.

7-9.1 Access to Private Property. The Contractor shall be aware that business and residential access must be maintained at all times. The Contractor shall schedule operations to minimize interference with access to private property.

The main access way to any business or home shall not be completely blocked for more than one four-hour period a day except blockage shall be limited to one twenty-four (24) hour period when concrete is poured.

Temporary access ways shall be provided from the street to the main access way of all businesses and homes by use of traffic rated steel plates or any other method approved by the city.

Payment for this item shall be included in the applicable contract work item.

7-10 SAFETY

7-10.1 Public Convenience and Safety Access. The Contractor shall provide temporary “No Parking” and all other signs which are necessary for the safe and orderly conduct of vehicular traffic as directed by the Engineer and as specified herein. Contractor shall also provide an approval barricaded area in the parking lane for pedestrian traffic during such time as the parkway is unfit to be used for pedestrian traffic.

At such times as driveways are inaccessible due to the Contractor’s work, they shall be blocked by two (2) Class II barricades or one (1) Class II barricade and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a barricade or delineator at each side. The Contractor shall give 24-hour notice to affected property owners prior to blocking any driveway.

The Contractor shall provide access for refuse collection on the regularly scheduled days. He shall also facilitate or assist in the collection where such work is hampered by his operations.

7-10.2 Street Closures, Detours, and Barricades. The Contractor shall not close any street within the City of Gardena without first obtaining the approval of the Engineer. Barricading, traffic control and detour diagrams in connection with street closures shall be submitted by the contractor as required by the Engineer.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook. During adverse weather or unusual traffic or working conditions additional traffic devices shall be placed as directed by the Engineer. All traffic signs and devices shall also conform to the California Manual of Temporary Traffic Controls or W.A.T.C.H. Handbook.

The Contractor shall provide and maintain Type II barricades along excavation edges parallel to the flow of traffic at a maximum spacing of twenty-five feet. Type II barricades mounted with flashers shall be installed around work areas in parkways. Type II barricades shall have alternating reflective orange and reflective white stripes at an angle of 45 degrees. The strip width shall be in accordance with Table 5-1 “Barricade Characteristics” “Manual of Traffic Controls for Construction and Maintenance Work Zones”.

During paving operations, barricades may be supplemented with minimum size eighteen-inch high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty feet. Traffic cones and delineators used within State right-of-way shall be a minimum size of twenty-eight inches high. At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a “Road Closed” sign shall be provided at the nearest prior intersection. “No Left Turn” signs shall be provided wherever required by the Engineer.

When one-way access from a side street or alley is permitted, barricades and cones shall be provided at five-foot intervals for a distance of fifty feet on either side of the centerline of the intersecting street, or alley.

Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices, the Agency will place such necessary items and the Contractor shall be liable to the Agency for providing such devices in accordance with the following provisions:

1. For placing of barricades: \$5.00 per barricade for the first day or any part thereof and \$2.00 per barricade, per day, for each day thereafter or any part thereof. For flashers: \$2.50 per flasher for the first day or any part thereof and \$1.00 per

flasher, per day, for each day thereafter or any part thereof. For traffic cones: \$1.00 per cone for each day or any part thereof.

2. In the event that the services of the Agency are required between the hours of 5:00 P.M. and 8:00 A.M., during the normal week or at any time on Saturday, Sunday or a Agency holiday, there shall be an additional charge to the above set forth minimums of \$188.00 for each service trip required.

Contractor shall relocate, preserve and maintain the visibility of all existing signs within the project limits which affect the flow of traffic, as directed by the Engineer. Any signs which are damaged or found to be missing during the course of construction shall be replaced by the Contractor at his expense as directed by the Engineer. All other signs that interfere with the course of work and are not necessary for the safe flow of traffic will be removed and replaced by the Agency. Traffic control signs include Stop Signs, Speed Limit, Parking Restrictions and other regulatory signs.

7-10.2.1 Traffic Control. See Section 10 - Technical Provisions.

7-10.4 Safety.

7-10.4.4 Hazardous Substances. As required by Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify the Agency of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by the Agency; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, the Agency shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the Contract but shall retain all rights provided by the Contract and by law for making protests and resolving the dispute.

7-10.4.4.1 Edison Energized Conductors. Contractor hereby promises and agrees that in the performance of the work specified in this Contract, it will employ and utilized only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: A person who by reason of experience or instruction is familiar with the operation to be performed and the hazards involved."

Contractor further promises and agrees that the provisions of this section shall be and are binding upon any subcontractor or subcontractors that may be retained by it, and that Contractor shall take such steps as are necessary to assure compliance by said subcontractor or subcontractors with the requirements of this section.

7-10.4.4.2 Emergency Provisions. Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the Agency, an emergency exists of which the Agency is aware and

against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the Agency, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the Agency may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the Agency may seem reasonable and necessary, all at the expense of the Contractor.

7-14 ANTITRUST CLAIMS. By entry into this Contract, Contractor hereby acknowledges the terms of Section 7103.5 of the Public Contract Code and hereby offers and agrees to assign to the Agency all rights, title and interest in all causes of action it may have as outlined above.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. The Contractor shall provide the class of field office indicated below:

☐ Class "A"

☐ Class "B"

☐ Class "C"

In the event none of the boxes are marked above, no specific field office will be required, and the use therefor of any field office will be at the Contractor's discretion. The location of any field office shall be as provided on the plans, in these Specifications or as designated by the Engineer.

SECTION 9- MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.2 Partial and Final Payment. The closure date for periodic progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

9-3.5 Work Performed Without Direct Payment. Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

9-4. DISPUTE RESOLUTION.

9-4.1 Requests for Contract Adjustments and Relief. If either Contractor or the Agency believes that it is entitled to relief against the other for any event arising out of or related to the work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in the applicable sections of this Contract.

In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed fourteen (14) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to

advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

9-4.2 Dispute Avoidance and Resolution. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and the Agency each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work under the Contract.

Contractor and the Agency will first attempt to resolve disputes or disagreements at the field level through discussions between Contractor's Representative and the Engineer.

If a dispute or disagreement cannot be resolved through the Contractor's Representative and the Engineer, Contractor's Chief Executive Officer or similar senior representative and the Gardena City Manager, or designee, upon the request of the other party, shall meet as soon as conveniently possible, but in no case later than twenty (20) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meeting between the parties' senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If, after meeting, the senior representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may submit the dispute to binding or non-binding mediation. The mediation shall be conducted in any manner and by any person or mediation association mutually acceptable to the parties.

9-4.3 Arbitration. Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 9-4.2 above may be decided by binding or non-binding arbitration. The arbitration shall be conducted in any manner and by any person or arbitration association mutually acceptable to the parties.

9-4.4 Claims Disputes. Any claims of Contractor, as "claims" are defined in California Public Contract Code Section 9204 shall be processed in accordance with that section. Section 9204 provides in relevant part that upon receiving a claim from a contractor, together with reasonable documentation to support the claim, a contracting public entity shall conduct a reasonable review of the claim and, within a period not to exceed 45 days [except as otherwise provided in Section 9204], shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, Section 9-4.3 shall apply. If the contractor disputes the public entity's written response, or if the public entity fails to respond to a claim within the time prescribed, the contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the contractor sharing the associated costs equally. The public entity and contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to other applicable procedures.

END OF SPECIAL PROVISIONS

SECTION 10 - TECHNICAL PROVISIONS

PREFACE: All work and materials shall conform to the "Standard Specification for Public Works Construction", 2015 edition, except as modified by the contract and these Technical Provisions.

10-1. TRAFFIC CONTROL.

A minimum of two (2) lanes (one lane in each direction) shall be maintained at all times for a continuous flow of traffic, except as otherwise approved by the Engineer.

Lane closures shall be allowed between 8:00a.m. and 4:00p.m. only. No traveled lane shall be closed overnight without prior City approval. Access to private property shall be maintained at all times.

"Temporary No Parking" signs shall be posted no more than 100 feet apart at least 72 hours prior to work. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall not be posted on trees, traffic signal poles, utility poles, streetlights, or any other street furniture. Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. "Temporary No Parking" signs shall be maintained by the contractor at all times and shall be approved by the Engineer prior to posting. Cover existing street signs as directed by the Engineer.

"Temporary No Parking" signs shall be implemented for one week only (M-F) at a time. Signs shall be removed and reposted each week as needed and approved by the City.

DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE INDIVIDUALS AND EQUIPMENT DESIGNATED TO PERFORM AND MAINTAIN TRAFFIC CONTROL ONLY. The Contractor shall furnish, place and maintain all temporary traffic control devices required for the safe and orderly flow of vehicular and pedestrian traffic during construction. All Traffic control shall conform to the California Manual of Temporary Traffic Controls (California M.U.T.C.D.) or Work Area Traffic Control Handbook (W.A.T.C.H. Handbook).

If traffic control measures are not in conformance with these provisions, the project shall be stopped until conformance is attained to the satisfaction of the Engineer.

At locations where excavations are left open overnight, flashing barricades shall be placed along the excavation at a maximum spacing of 20 feet. A minimum of 3 flashing barricades shall be placed at any one excavation.

Temporary striping will be permitted only on base course and pavement to be overlaid. Temporary pavement markings to be placed on new asphalt shall be spaced at 25 ft maximum and shall be removable without damage to the new overlay. Method of temporary markings shall be submitted to the Engineer for approval at the preconstruction meeting.

The Contractor shall submit and obtain written approval of traffic control plans from the Engineer five (5) working days prior to implementing.

Temporary lane closures shall be allowed during working hours specified in these Technical Provisions. Temporary lane closures maintained beyond the normal working hours may have a negative economic effect on the local residential, commercial/industrial business, and traveling public. Unless the Contractor secures prior written approval from the Engineer to maintain temporary lane closures beyond the working hours allowed, the Engineer may deduct a fee from a progress payment or bond for each temporary lane closure maintained beyond the allowed working hours. The fee

will be accessed at a rate of Five Hundred (\$500) per each travel lane per each thirty (30) minute interval, or fraction thereof as required by the Engineer. In no event will work be allowed past 5pm.

10-2. EXCAVATION.

Payment for excavation shall be incidental and included in the appropriate unit price bid.

10-3. ASPHALT PAVEMENT REMOVAL.

The edges of asphalt pavement remaining in place shall be sawcut and shall have clean, solid vertical faces. The edges of asphalt pavement broken during construction shall be re-sawn and removed before surfacing material is placed at the expense of the Contractor

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum 4 inches departure from the straight cut every 2 feet.

10-4. CONCRETE REMOVAL.

Concrete to be removed shall be sawcut to a minimum depth of 5 inches at score marks or as marked by the City. Sawed edges, broken or chipped during construction shall be re-sawn at the contractor's expense. Increase in concrete quantity due to resawing shall not be considered for payment. Upon concrete removal, the City Parks Superintendent shall be informed to check and approve all roots to be removed. If he determines the tree cannot be saved, removal and planting of a new tree shall be per unit cost.

All edges shall be parallel or perpendicular to curb faces except cuts around objects shall be on a curvilinear cut, a maximum of 4 inches departure from the straight cut within every 2 feet. The edges of Portland cement concrete remaining in place shall be sawcut and shall have clean, solid vertical faces.

Concrete removed shall be replaced within five (5) days after removal. All restorations shall be completed a maximum of five (5) days after concrete placement (i.e. backfill, grading of dirt, asphalt repave etc.) One Hundred (\$100) dollars per calendar day and location shall be charged to the Contractor for failure to comply with the above schedule as required by the Engineer.

10-5. PORTLAND CEMENT CONCRETE.

Concrete shall be 520-C-2500 for curb-gutter, curb ramps, driveways, sidewalk and concrete pavement. Curing compound shall be Type 2 (if required).

10-6. CONCRETE SIDEWALKS.

Concrete sidewalk construction shall include removal and disposal of existing interfering structures, tree roots, objects, soil, etc. Contractor shall remove and replace any inadequate existing base material with compacted CMB.

Any damaged utility boxes, traffic signal pull boxes, etc., shall be replaced. All boxes shall be adjusted to grade and all costs for this work shall be incidental and included in this item of work.

10-7. CONCRETE CURB & GUTTER.

Concrete curb and gutter construction shall include removal and disposal of existing interfering structures, objects, soil, etc.

Curb & gutter to be replaced shall be installed at the same location as the existing on a straight grade across the limits of the replacement.

Removal, disposal and construction of adjacent 2-feet wide asphalt hot mix paving (C2 PG64-10) over 6-inch thick C.A.B. shall be included.

10-8. CONCRETE CURB RAMP.

Curb Ramp construction shall include removal and disposal of interfering structures, objects and soil. Ramp shall be 4" thick concrete over 6" thick C.A.B.

Included in this construction is the adjustment and protection of sweeps, conduits, pull boxes, utility access frames and covers to finished grade and protection of traffic detectors, stub-outs and homeruns. Traffic detectors damaged by the Contractor's operations shall be replaced at the Contractor's expense.

At locations where street lighting or traffic signal poles encroach into the curb ramp to be installed, concrete pedestals shall be constructed between finished grade and pole bases.

Removal, disposal and construction of adjacent curb & gutter, spandrel, cross gutter, and 24 in. wide hot mix asphalt paving (C2 PG64-10) over 6 in. thick C.A.B. shall be included. Ramp shall be poured separately from curb and gutter (min. 24hrs after curb and gutter).

10-9. CURB RAMP (MODIFIED).

Curb ramp shall be per Section 18, except concrete spandrel shall be sawcut 6" from curb face and minimum asphalt replacement will be required if any.

10-10. SURVEY AND MONUMENTATION.

The Contractor shall provide all surveying to complete the project and to replace any damaged monuments, benchmarks, ties, etc. All survey work shall be performed by a Land Surveyor registered by the State of California. Work shall be laid out and constructed so as to provide smooth profiles to adjacent improvements and drainage of all surfaces.

PRIOR TO START OF CONSTRUCTION, the Surveyor shall locate and provide ties for all existing centerline monuments and centerline ties. The Surveyor shall file a corner record of these monuments and ties with the County Surveyor. A copy of these corner records shall be given to the Engineer prior to start of construction.

AFTER CONSTRUCTION, all existing survey monuments and ties lost due to construction shall be reestablished by the Surveyor. THE SURVEYOR SHALL ALSO ESTABLISH CENTERLINE MONUMENTS AND TIES AT ALL STREET AND ALLEY INTERSECTIONS WITHIN THE PROJECT LIMITS WHERE NONE EXISTED PRIOR TO CONSTRUCTION. A corner record of the monuments, benchmarks, ties, etc. established or reestablished shall be filed with the County Surveyor prior to the recordation of the Notice of Completion. A copy of the recorded corner records shall be given to the Engineer prior to final payment.

10-11. TRAFFIC MARKINGS AND RAISED PAVEMENT MARKERS.

Furnishing and installation of traffic markings shall include all work required to place raised pavement markers, thermoplastic material and curb paint. Legends and crosswalks shall consist of thermoplastic material with glass bead finish.

Striping work and materials shall conform to the provisions of the Standard Specifications of the State of California, Department of Transportation, latest edition, and the Traffic Manual of the State of California, Department of Transportation. Installation of traffic markings shall be completed within 5 working days of paving.

10-12. SPLICING.

All conductor splicing shall conform to Section 86-2.09 of the Standard Specifications of the State of California, Department of Transportation, latest edition. All detector loop wire and lead-in cable shall be soldered at every splice or connection.

10-13. LOOP DETECTORS AND LEAD-IN CABLE.

Loop detector wire shall be Type 2 and loop detector lead-in cable shall be Type B per Section 86-5.01A(4) of the State of California, Department of Transportation Standard Specifications, and latest edition.

10-14. INCIDENTAL WORK.

All work and materials required by the plans and specifications, and not specifically listed in the bid schedule items of work, shall be considered incidental and no additional payment shall be made therefore. Incidental items shall include, but not be limited to, mobilization; implementation of the SWPPP and Best Management Practices for the protection of storm drain structures; adjusting utility access covers to grade; saw cutting; excavation and disposal of materials; survey; sidewalk repair; pavement repair; curb and gutter repair; traffic control and coordination of utilities.

10-15. INSPECTIONS.

Inspection shall be made once a day for areas ready for inspection. Areas or items that fail inspection or that are not ready for inspection shall be rescheduled by the contractor.

Inspection of the work shall not relieve the contractor of the obligation to fulfill all conditions and requirements of the contract.

10-16. ESTIMATED QUANTITIES.

The quantities shown on the Bid Schedule are approximate only. The Contractor will be paid for the actual quantities of work based on approved field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications. Additional bid item work shall be completed within the total working days in these specifications. Additional working days maybe allowed with the approval of the engineer.

10-17. SUBMITTALS.

Provide submittals as requested by the engineer.

10-18. CONSTRUCTION WATER.

The Contractor shall obtain a construction water meter from Golden State Water including required deposit and fees. The Contractor shall pay for the water used, at the current water rates. All

arrangements for construction water shall be made by contractor with Golden State Water at Contractor expense.

10-19. UTILITIES LOCATION.

The Contractor shall provide coordination with all utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 811 or 1-800-227-2600 at least 48 hours prior to any excavation.

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the owner as provided in the Standard Specifications. The Contractor shall take special precautions in determining the precise location and depth of these structures and coordinate work with the utility to ensure that they will not be damaged by its operations.

10-20. CONDUIT.

General

Conduit shall conform to the provisions in Section 86-2.05, "Conduit" of the Caltrans Standard Specifications and these Technical Provisions.

Requirements

It is required that all conduit will be installed by directional drill method and be high density polyethylene (HDPE) Schedule 80 UL continuous conduit. HDPE conduit shall be designed and engineered for direct burial, directionally drilled installation, or encased underground applications, and shall be installed at locations as shown on the plans.

The PVC Schedule 80 UL conduit shall be designed and engineered for direct burial or encased underground applications, and shall be installed at the pull box modification locations where conduit elbows are upgraded to sweeps, or as shown on the plans. The PVC conduit shall be straight and the ends shall be cut square to the inside diameter. The PVC conduit system shall be designed so that straight sections and fittings will assemble without the need for lubricants or cement.

All conduits shall be free from defects including non-circularity, foreign inclusions, etc. It shall be nominally uniform (as commercially practical) in color, density, and physical properties.

If new conduit is being installed into an existing pull box location, the Contractor shall protect existing pull box and conduit from damage. Should the existing pull box and/or conduit become damaged, the Contractor shall repair and/or replace damaged pull box and conduit at the cost of the Contractor and not the City. Prior to repair/replacement, the Contractor shall notify the City of exact location and contents of damaged pull box and conduit.

All pavement markings shall be returned to existing conditions. If disturbed, the Contractor shall replace or repair any and all pavement markings. All work shall be approved by the Engineer.

If any new conduits cross any existing oil pipes, specific requirements shall be enumerated to assure compliance within their easement. Contractor shall coordinate with the Utility Company that owns the oil pipes.

The Contractor shall obtain written approval from the Engineer before installing any conduit.

Quality Control

All conduits furnished, as part of the Contract shall be new, UL-listed, and meet NEMA and NEC requirements pertaining to electrical conduits and components.

HDPE Schedule 80 Continuous Conduit

The size of the HDPE conduit shall be as shown on the plans and shall meet the following requirements:

The HDPE Schedule 80 continuous conduit shall conform to NEMA TC-2 and UL651B.

The conduit leading to splice vaults or pull boxes shall be terminated with a manufacture-produced terminator connector to seal the wall of the spice vault/pull box.

The conduit shall be color coded black.

The conduit shall also be marked with data traceable to plant location, date, shift, and machine of manufacture.

Conduit shall be Carlon or Endot made or approved equivalent.

PVC Schedule 80 Conduit

The size of the PVC Schedule 80 conduit shall be as shown on the plans and shall meet the following requirements:

The PVC Schedule 80 conduit shall conform to NEMA TC-2 and UL 651 specifications.

The conduit shall have an extended 6" integral "bell" end.

The conduit shall have a circumferential ring on the spigot end, which shall be used to insure proper insertion depth when connecting conduit ends.

The conduit shall also be marked with data traceable to plant location, date, shift, and machine of manufacture.

A complete line of fittings, adapters, and bends (sweeps) shall be provided by the conduit manufacturer and shall be manufactured from the same materials and manufacturing process as the conduit. The complete system will allow for all these fittings: Coupling Kits, Manhole Terminator Kits, Lubrication Fittings, and Repair Kits.

Conduit shall be Carlon or Endot made or approved equivalent.

Installation

Boring or drilling methods shall be used for the installation of new conduit, as trenching in pavement method is not allowed unless previously approved by City Engineer.

Rigid metal drill rod to be used as a drilling or jacking rod for new conduit shall be fitted with suitable drill bits for the size as approved by the Engineer. Conduit runs shall be installed continuous in same type material from the beginning to the terminating end of the run.

Conduits terminating in "Signal Interconnect" pull boxes shall utilize 45° bend elbows rather than 90° elbows.

Conduit runs are shown on the plans in schematic form only. The actual installation shall be completed in the most direct manner possible without interfering with existing underground facilities. The Contractor shall locate all interfering underground utilities as required by the State Standard Specifications to facilitate the installation of the conduits in the most direct manner, and minor changes will not constitute extra work.

All conduit ends shall have an approved bell bushing installed.

Non-metallic conduits without a grounding conductor shall have a bare #8 AWG solid copper wire that shall terminate at each pull box and at the ends of conduit runs. Eighteen (18) inches of the solid copper wire shall be coiled in each pull box. After conductors have been installed, the ends of conduits terminating in pull boxes; the controller cabinet or other terminating facilities shall be sealed with an approved type of sealing compound (duct seal only).

10-21. PULL BOXES.

General

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes" of the Caltrans Standard Specifications and these Technical Provisions.

Pull Box and Pull Box Cover

Pull boxes shall conform to the provisions in the latest version of the Caltrans Standard Specifications and Standard Plan ES-8 and these Special Provisions for TRAFFIC pull boxes.

All new TRAFFIC pull boxes shall be pull box number 6 (PB#6), or pull box number 6 with extension (PB#6E), or pull box number 6 traffic rated (PB#6(T)) as noted on the Plans. PB#6 shall have nominal dimensions of 36 inch L x 24 inch W x 12 inch D, as stated in these Special Provisions and per the Plans. PB#6E shall have nominal dimensions of 36 inch L x 24 inch W x 24 inch D, as stated in these Special Provisions and per the Plans. PB#6(T) shall have nominal dimensions of 36 inch L x 24 inch W x 12 inch D, and shall have a steel lid rated for regular traffic as stated in these Special Provisions and per the Plans.

Pull boxes shall be provided with locking mechanisms as specified in the Caltrans Standard Plans.

Where pull boxes are installed in sidewalk, sidewalk shall be removed and replaced from score line to score line as directed by Engineer.

Pull boxes and covers in the sidewalk or behind the curb shall be per below, Christy "Fiberlite" models, or Engineer approved equivalent, unless otherwise noted on the Plans.

<u>Size</u>	<u>Approved Models</u>
#5 Box	Christy N30 Electrical Box
#5 Lid	Christy FL30T
#6 Box	Christy N36 Electrical Box
#6 Lid	Christy FL36T
#6 Box (Traffic Rated)	Christy B1730
#6 Lid (Traffic Rated)	Christy B1730-51JH
#6E Extension	Christy B36X12

Covers for pull boxes, except for ceiling pull boxes, shall be marked as follows:

- (a) "TRAFFIC SIGNAL": Where pull box contains traffic signal conductors with or without street lighting conductors. Traffic signal conductors include all field wiring, and loop detector conductors and video coaxial cables.
- (b) "TRAFFIC S.I.C.": Traffic Signal Interconnect copper cable or Communications cable.
- (c) "TRAFFIC F.O.": Traffic Signal Interconnect Fiber Optic Communications cable.
- (d) "STREET LIGHTING": Where a pull box contains street lighting conductors only. "HIGH VOLTAGE" shall be added where street lighting voltage is above 600 volts.
- (e) "TELEPHONE": Where pull box contains telephone conductors only.
- (f) "EDISON": Where pull box contains Southern California Edison Company conductors.

Installation Requirements

Any area disturbed by Contractor at/near an existing pull box shall have pull box replaced new.

Grouting is required at the bottom of all pull boxes, unless otherwise specified by Engineer.

Within the pull box, the conduit shall be placed in a manner such that the lowest portion of the opening shall be a minimum of two (2) inches above the grouted bottom of the pull box, and the upper portion of the opening shall be a minimum of eight (8) inches from the top of the pull box.

The conduit shall also be placed in a manner that will allow any cables/wires to be pulled in a straight line and clear the side of the pull box by a minimum of two (2) inches (angle of exit.)

All broken or damaged pull boxes and pull box lids shall be replaced and adjusted to grade. No new or existing pull box shall be located within one (1) foot of any curb ramp.

Contractor shall install new pull boxes in order to complete the new traffic signal system as specified on plan(s). The Contractor may, upon approval and at his expense, install additional pull boxes to facilitate his work. New pull boxes shall be placed with their tops flush with surrounding finish grade.

10-22. CONDUCTORS AND CABLES

Conductors and cable shall comply with Section 86-1.02F, "Conductors and Cables" of the of the State Standard Specifications and shall be per Plans.

A 3/16-inch polypropylene pull rope shall be included in every run of conduit where signal wiring, interconnect wiring, detector lead-in cables (DLC), fiber optic cable, Cat 5e, or any combination of such cables are newly installed.

A category 5E cable must be a 4-pair, unshielded, outdoor rated, nongel-filled type and comply with ANSI/TIA/EIA 568-B. Cable installation shall conform to the appropriate articles of the National Electric Code. The Contractor shall install Cat5E cables in the new conduit and existing conduits as shown on the plans. Terminate the ends of the communication cables as shown. Do not splice category 5E cables between components. Provide a minimum of 3 feet of slack at each pull box and minimum of 6 feet of slack at the cabinet. The existing conduit condition is unknown. The Contractor shall make reasonable effort to clean debris and free cable to pull in the new cables. This may include the blowing air or liquid to make a path. Existing conduit damaged point repair shall be compensated as extra work.

10-34. WLAN COMMUNICATION EQUIPMENT

The WLAN communication equipment will be "City-Furnished" and installed by the Contractor. The Contractor shall install the equipment based on the manufacturer's recommendations and procedures.

END OF TECHNICAL PROVISIONS



DEPARTMENT of PUBLIC WORKS

1717 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3731 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9568

NOTICE OF EXEMPTION

TO: ☐ Office of Planning & Research
1400 Tenth Street
Sacramento, CA 95814

☐ County Clerk / Registrar Recorder
ATTN: Environmental Filings Clerk
12400 East Imperial Highway, Room 1101
Norwalk, CA 90650

Project Title: GTRANS On-Street Bus Signal Priority System Project, JN 510

Project Location (Specific): Various Locations

Project Location (City): Gardena **Location (County):** Los Angeles County

Description of nature, purpose and beneficiaries of project: This project will install on-street bus signal priority systems on city traffic signals.

Name of public agency approving project: City of Gardena

Name of person or agency carrying out project: City of Gardena

Exempt Status: (Check One)

- ☐ Ministerial: (P.R.C. Sec. 21080[b][1]; Guidelines Sec. 15268)
☐ Declared Emergency: (P.R.C. Sec. 21080[b][3]; Guidelines Sec. 15269[a])
☐ Emergency Project (P.R.C. Sec. 21080[b][4]; Guidelines Sec. 15269[b][c])
☒ Categorical Exemption: Section 15301 Class 1, Existing Facilities
☐ Other: _____ Guidelines _____ Sec. _____ 15061):

Reason why project is exempt: This project consists of minor alteration of existing public facilities and involves negligible or no expansion of use beyond that previously existing.

Contact person: Jun De Castro **Telephone:** 310-217-9642

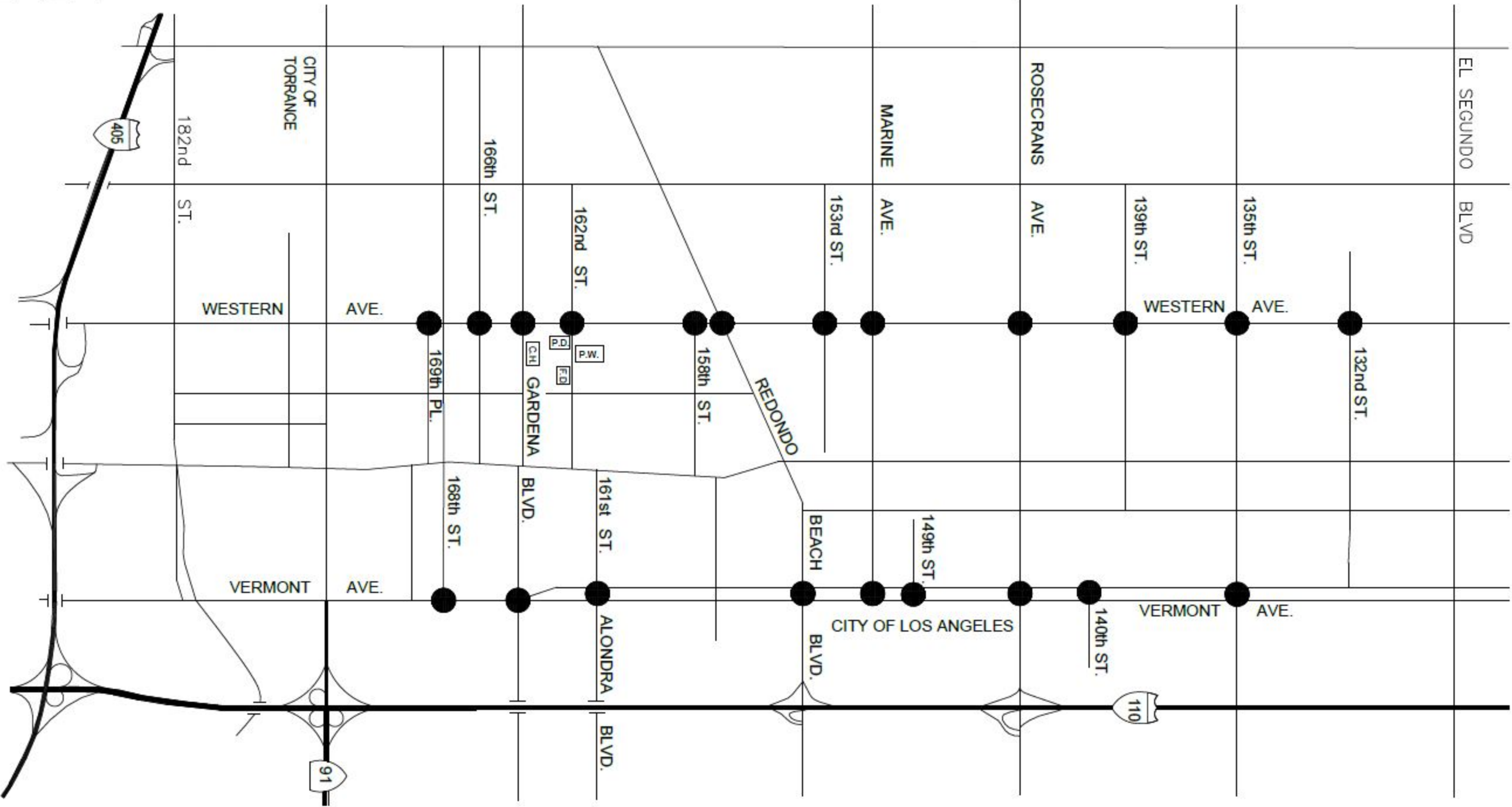
If filed by applicant:

1. Attach certified document of exempting finding.
2. Has a notice of exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Date received for filing:

CLINT OSORIO 1/4/22
Environmental Quality Officer Date

NOTE: Exempt from Dept. of Fish & Game Wildlife Fee in accordance with de minimis impact finding (735.5[c])



PROJECT
LOCATION

PROJECT LOCATION MAP

NTS



GTrans Bus Signal Priority (BSP) Project

Sample Signal Equipment

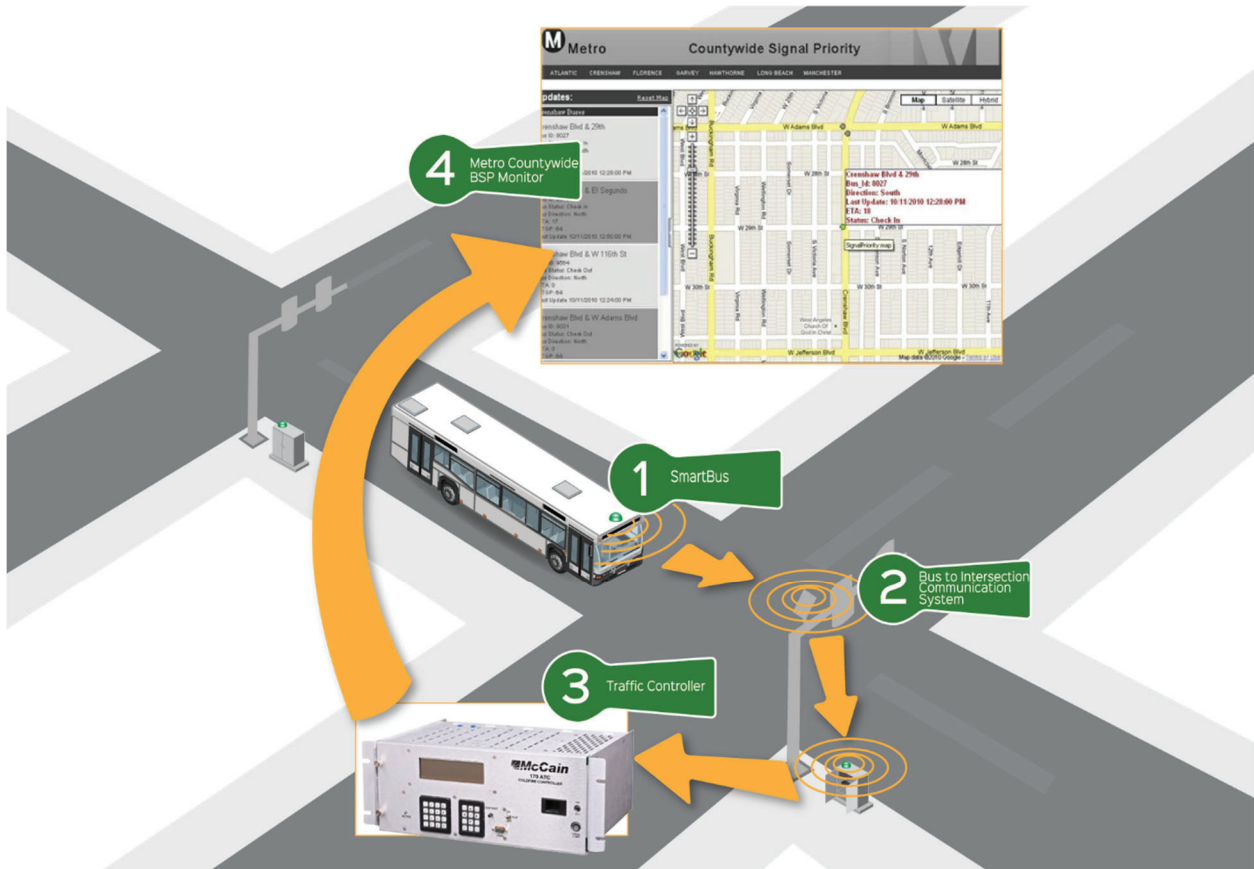
The network access point radios are specialized wireless local area network (WLAN) devices that serve as an access point for BSP equipped GTrans buses. For this project, access point radios will be installed on signal poles or signal pole mast arms at the maximum possible height. Typical installations are shown below. Installation will require mounting the radio with its antennas on the signal pole or signal pole mast arm and running a Cat5e cable from the radio enclosure to the intersection controller cabinet where additional network hardware is installed. The equipment will be installed as high as possible on the traffic signal pole or on the signal mast arm to obtain an unobstructed line of sight to the approaching buses and to minimize interference from surrounding vegetation and any other physical obstructions. For this project, line of sight is important to establish wireless links to the adjacent access points as well as coverage for the intersection and BSP equipped GTrans buses.



Typical WLAN
Access Point
Equipment
Installations



Figure 9 – Proposed Concept of BSP Operations



GTrans buses equipped with BSP functionality will utilize the on-board WLAN radio to communicate with City of Gardena intersection controllers to request priority for the transit vehicles. Once on Western Ave or Vermont Ave corridors, the on-board systems on BSP-equipped buses will determine bus location, bus line, and route pattern being operated through the use of the existing GPS-based automatic vehicle location inputs, bus operating schedules, and customized on-board computer software per GTrans' business rules.

1 SmartBus

As a GTrans bus approaches a signalized intersection where BSP may be requested, the SmartBus will make the decision to request priority and initiate wireless messages directed to the intersection controller. The distance from the intersection where request for priority messages are initiated will depend on intersection characteristics but, typically, will be at a distance that corresponds to 10-20 seconds from the intersections. The decision to request priority will be based on operational parameters including whether the bus is running ahead or behind schedule and by how many minutes as directed by GTrans. By applying a set of decision-making rules related to the operational parameters, the SmartBus will make a decision to request or not request priority at the next signalized intersection. The decision-making rules will be configured by a GTrans user using a back end software systems and downloaded into the GTrans bus using the bulk data transfer communications system.

2 Transit V2I Comm

Having made the decision to request priority, the on-board SmartBus unit will initiate an IP-based message using the on-board bulk data/mobile router communications equipment to the GTrans BSP WLAN and then to compatible communications equipment at the next downstream intersection. The on-board bulk data transfer equipment and wayside communications equipment receiving the request for priority messages will be IEEE 802.11b/g-compliant radios operating on the 2.4GHz Wi-Fi band. When received at the intersection, the request for priority message will be forwarded to the intersection traffic controller.

3

Traffic Controller

Based on the data received in the request for priority messages issued by the approaching bus the intersection controller will modify the signal timing in anticipation of the bus arrival at the intersection. The intersection controller will generate a status message indicating what priority strategy, if any, is implemented. Possible actions taken by the controller in response to request for priority messages from approaching buses are as follows:

- Priority is granted for approaching bus (green extension or early green)
- Priority is granted on a first in-first served basis when two buses are requesting priority at the same time or nearly the same time
- Priority is not needed for the approaching bus
- Priority is denied. Priority may be denied for a number of reasons, such as: priority being locked out for a user-specified number of cycles, or seconds, to avoid priority on back-to-back cycles; or, the controller locking out requests for priority during certain user-specified time periods.

4

Metro Countywide
BSP Monitor

A status message is sent to the BSP Monitor, which is a server-based application developed by Metro that collects request for priority data and action taken data from traffic signal controllers on Metro Rapid corridors equipped with BSP systems. The BSP Monitoring System makes the data available in real time, and also archives it for later retrieval and reporting through a web-based interface.



GTrans: On Street Bus Signal Priority System Project

Proposal to Upgrade Controllers, Firmware, TMS System and Implementation

Figure 1 – Project Corridor Map





PLANNING AND ENVIRONMENTAL QUALITY COMMISSION Report of Actions

Website: www.cityofgardena.org

Tuesday, March 15, 2022 – 7:00 PM

1700 W. 162nd Street, Gardena, California

5. **PUBLIC HEARING ITEMS**

5.A **Conditional Use Permit #1-22**

A request for a conditional use permit, per section 18.30.030.A of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine to an existing restaurant located in the General Commercial (C-2) zone and direct staff to file a Notice of Exemption as an existing facilities project

APPLICANT: Maat Star Food Inc. (DBA 88 Hot Dog & Pocha)

LOCATION: 1610 W Redondo Beach Blvd Unit 3 (APN: 6105-006-034)

[Staff Report.pdf](#)

[Resolution No. PC 6-22.pdf](#)

[Conditions of Approval \(1-22\).pdf](#)

[Project Plans \(1-22\).pdf](#)

Commission Action: The Planning Commission voted 4-0-1, approving Resolution No. PC 6-22, approving Conditional Use Permit #1-22.

5.B **Conditional Use Permit #2-22**

A request for a conditional use permit, per section 18.30.030.A of the Gardena Municipal Code, to allow the on-site sale and consumption of beer and wine to an existing restaurant located in the General Commercial (C-2) zone and direct staff to file a Notice of Exemption as an existing facilities project

APPLICANT: Nicole's Kitchen, Inc.

LOCATION: 1630 W Redondo Beach Blvd Unit 22 (APN: 6105-006-034)

[Staff Report \(2-22\) .pdf](#)

[Resolution No. PC 7-22.pdf](#)

[Conditions of Approval \(2-22\).pdf](#)

[Project Plans \(2-22\).pdf](#)

Commission Action: The Planning Commission voted 4-0-1, approving Resolution No. PC 7-22, approving Conditional Use Permit #2-22.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 11.A
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6565, Approving the Unrepresented Positions to Share the Costs of the Employer Contribution Pursuant to Government Code Section 20516.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Adopt Resolution No. 6565

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council adopt Resolution No. 6565, approving the Unrepresented members to share the costs of the Employer Contribution pursuant to Government Code Section 20516. The Unrepresented member group classifications consist of Elected, Appointed, Executive Management and Confidential Positions.

As per the schedule below, the Unrepresented group members agree to pay an additional percent of their compensation towards the City Employer Contribution Rate:

Effective the first pay period July 2022	Additional 1% of compensation
Effective the first pay period July 2023	Additional 1% of compensation
Effective the first pay period July 2024	Additional 1% of compensation

Currently, Classic Miscellaneous Members pay seven percent (7.0%) member contribution and PEPRA Miscellaneous Members pay six and three quarters percent (6.75%). The foregoing additional percentages are above the current Member Contribution Rate. The City also entered into contract agreements with the Gardena Municipal Employees Association (GMEA) and Gardena Management Employees Organization (GMEO) associations, to share the costs of the employer contribution at the same schedule as listed above.

CalPERS requires a Council-adopted Resolution to amend the CalPERS contract to allow such contributions on a pre-tax basis. Upon adoption of Resolution No. 6565, CalPERS will then require an employee election ballot in which the results will cause a final ordinance to be brought forth to this City Council for adoption.

FINANCIAL IMPACT/COST:

See below for savings by fund type and fiscal year for additional member PERS contribution:

	General Fund	GTrans	Other	Total
--	--------------	--------	-------	-------

Fiscal Year 2022-2023	17,202	12,090	1,754	31,046
Fiscal Year 2023-2024	36,591	25,553	3,795	65,939
Fiscal Year 2024-2025	58,081	40,437	6,162	104,680
Total	111,874	78,080	11,711	201,665

ATTACHMENTS:

[Resolution No. 6565 - CalPERS Cost-Sharing Unrepresented Positions.pdf](#)

APPROVED:



Clint Osorio, City Manager

RESOLUTION NO. 6565

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
APPROVING THE UNREPRESENTED POSITIONS TO SHARE THE COSTS OF THE
EMPLOYER CONTRIBUTION PURSUANT TO GOVERNMENT CODE SECTION 20516**

WHEREAS, the undersigned members of the Unrepresented Positions, consisting of Elected, Appointed, Executive Management and Confidential Miscellaneous positions ("Unrepresented") and the City of Gardena ("City"), agree that effective on such date as CalPERS approves a contract amendment implementing a cost sharing agreement pursuant to Government Code Section 20516 ("Section 20516"), the Unrepresented shall pay three percent (3.0%) of their compensation towards the City employer contribution rate pursuant to Section 20516.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES
HEREBY RESOLVE AS FOLLOWS:**

The City and the Unrepresented agree that as soon after July 1, 2022, or as soon as administratively possible, the City shall follow steps which are necessary to amend its CalPERS contract to provide cost sharing in accordance with Government Code Section 20516. In accordance with IRS Code Section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction; and

Finally, each "Classic Miscellaneous Member" and "PEPRA Miscellaneous Member" of the Unrepresented Group shall pay an additional percent of their compensation towards the City employer contribution rate pursuant to Government Code Section 20516, according to the following cost sharing schedule:

First pay period in July 2022, additional 1% of compensation

First pay period in July 2023, additional 1% of compensation

First pay period in July 2024, additional 1% of compensation

Passed, approved and adopted on this 22nd day of March, 2022.

CITY OF GARDENA:

ELECTED OFFICIALS:

Tasha Cerda, Mayor

Tasha Cerda, Mayor

ATTEST:

Rodney Tanaka, Mayor Pro-Tem

Mina Semenza, City Clerk

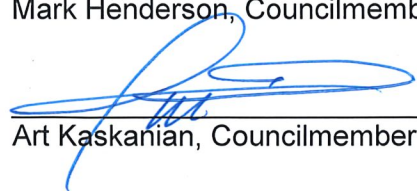
Paulette Francis, Councilmember

APPROVED AS TO FORM:

Mark Henderson, Councilmember




Carmen Vazquez, City Attorney




Art Kaskanian, Councilmember

Mina Semenza, City Clerk

ELECTED OFFICIALS continued:



J. Ingrid Tsukiyama, City Treasurer

UNREPRESENTED PERSONNEL:



Clint Osorio, City Manager


Danny Rodriguez, Deputy City Treasurer


Maria Romero, Deputy City Clerk

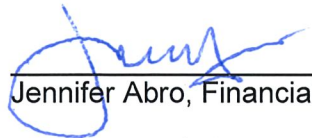

Ray Beeman, Director of Administrative Services


Ernie Crespo, Director of Transportation



Allan Rigg, Director of Public Works


Stephany Santin, Director of Recreation

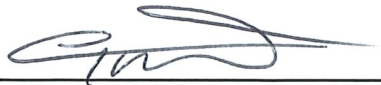

Greg Tsujiuchi, Dir. of Community Development


Jennifer Abro, Financial Services Manager


Jean Paul Berube, Help Desk Technician


Alexander Carr Omeze, Information Tech. Coord.


Roderick Goldman, Transit Operations Officer



Yurina Kim, Payroll/Personnel Technician



Mayra Maciel, Exe. Assistant to Chief of Police



Ayako Odanaka, Administrative Aide



Alejandra Orozco, Executive Office Assistant



Nathalie Perez, Human Resources Coordinator



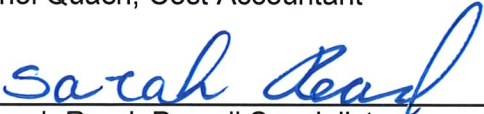
Alexander Pinto, Information Tech. Supervisor



Dana Pynn, Transit Administrative Officer



Khoi Quach, Cost Accountant



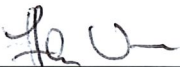
Sarah Read, Payroll Specialist



Victor Santos, Transit Maintenance Manager



Diana Schnur, Act. Human Resources Manager



Flavio Vargas, Transit Operations Manager



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 12.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: PUBLIC HEARING: RESOLUTION 6570, Upholding the Decision of the Planning Commission Approving Site Plan Review #5-21, Conditional Use Permit #5-21, and Conditional Use Permit #6-21 to Develop a 121-Unit Single Room Occupancy Housing Development, with Seven Very Low Income Units, and Two, Six-Tier Automated Parking Structures on a One-Acre Property in the M-1 (Industrial) Zone with, and Directing Staff to File A Notice Of Exemption for a Class 32 In-Fill Development

APPLICANT: West Realty Group, Inc., Lee Johnson

LOCATION: 13126 South Western Avenue

COUNCIL ACTION REQUIRED:

Staff Recommendation: Conduct a Public Hearing; allow three (3) minutes for Public Comment; Adopt Resolution No. 6570

RECOMMENDATION AND STAFF SUMMARY:

On February 15, 2022, the Planning Commission considered a request for approval of several entitlements to allow the development to construct a 121-unit single room occupancy housing development, with seven very low income units, and too, six-tier automated parking structures on a one-acre property . At the close of the public hearing the Planning Commission approved Resolution No. 4-22, approving the project and directed staff to file a notice of exemption.

On February 22, 2022, the project was called for review by Council Member Francis and seconded by Mayor Cerda.

Staff has prepared a presentation for the request under this item.

FINANCIAL IMPACT/COST:

None.

ATTACHMENTS:

[Agenda Staff Report.pdf](#)

[Attachment A - Architectural Plans .pdf](#)

[Attachment B - Planning Commission packet dated February 15, 2022](#)

[Attachment C - Resolution No. 6570 with Exhibits.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No.12.A
Section: DEPARTMENTAL
ITEMS - COMMUNITY
DEVELOPMENT
Meeting Date: March 22, 2022

AGENDA STAFF REPORT

AGENDA TITLE: PUBLIC HEARING: RESOLUTION NO. 6570, UPHOLDING THE DECISION OF THE PLANNING COMMISSION APPROVING SITE PLAN REVIEW #5-21, CONDITIONAL USE PERMIT #5-21, AND CONDITIONAL USE PERMIT #6-21 TO DEVELOP A 121-UNIT SINGLE ROOM OCCUPANCY HOUSING DEVELOPMENT, WITH SEVEN VERY LOW INCOME UNITS, AND TWO, SIX-TIER AUTOMATED PARKING STRUCTURES ON A ONE-ACRE PROPERTY IN THE M-1 (INDUSTRIAL) ZONE WITH, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION FOR A CLASS 32 IN-FILL DEVELOPMENT

APPLICANT: West Realty Group, Inc., Lee Johnson

LOCATION: 13126 South Western Avenue

RECOMMENDATION:

Staff respectfully recommends that Council:

1. Open the Public Hearing
2. Receive testimony from the Public; and
3. Adopt Resolution No. 6570, Upholding the Decision of the Planning Commission approving Site Plan Review #5-21, Conditional Use Permit #5-21, and Conditional Use Permit #6-21 to develop a 121-unit single room occupancy housing development and directing staff to file a Notice of Exemption.

BACKGROUND

On July 30, 2021, the applicant West Realty Group, Inc., represented by Lee Johnson, submitted an application for a site plan review and conditional use permit to construct the 121-unit single room occupancy (SRO) housing development, including seven affordable units, with two automated parking structures, on the property at 13126 S. Western Avenue. The subject property is a one-acre lot with a 2,100-square-foot (sf) convenience store and a 10,080-sf industrial building for an automobile repair facility. The property is located towards the northern end of the City at the northeast corner of Western Avenue and West 132nd Street, and is zoned Industrial (M-1).

On February 15, 2022, the Planning Commission of the City of Gardena held a duly noticed public hearing on the project after which the Commission voted 5-0-0 to adopt Resolution No. PC 4-22 approving the project and directing staff to file a notice of exemption.

On February 22, 2022, the project was called for review by Council Member Francis, and seconded by Mayor Cerda. At the same meeting Mayor Cerda stated she wanted to see the proposed color palette of the building, the landscape and lighting.

The Planning Commission's staff report and resolutions of approval, are attached hereto to provide further detail on the project. This staff report is to provide guidance regarding the project's color palette, landscape, and lighting.

Color Palette

The proposed structure is of contemporary architectural style. The proposed material includes sand acrylic stucco and a bright accent colors at the exterior wall, with a white decorative stucco frame along the elevations that front the public rights-of way. The balcony railings will be made out of prefinished corrugated metal. The plans proposed to the Planning Commission showed the accent colors on the proposed building being of a orange and yellow color. Since then the applicant has proposed three alternatives to the color pallet, as shown in the following figures:

Figure 1: First Alternative Color Palette



Figure 2: Second Alternative Color Palette



Figure 3: Third Alternative Color Palette



All three alternative palettes include more muted, earth tone accent colors. The first is a light blue, the second is a light grey, and the last proposed option is a darker grey color.

The applicant is asking the City Council, with input from the public, which color palette which would be more suitable for the development and suitable with the surrounding areas.

These elevations are attached to the staff report along with the full set of architectural plans.

Landscape and Lighting

The building is setback ten feet from the property line and separated by a landscape buffer that includes various plants and shrubs. In the common outdoor courtyard, there are multiple trees of various sizes, as well as raised planters that help create a greener environment for the residents. The Project is conditioned to ensure that the landscape and irrigation plans comply with the State's Water Efficient Landscape Guidelines, as adopted by the Gardena Municipal Code.

In regards to lighting, the Project is conditioned to submit a site lighting plan, with photometrics, for review and approval by the Building Official and the Director of Community Development prior to the issuance of building permits. The plan will need to ensure that all exterior lighting (i.e., parking areas, building areas, and entries) will employ illumination in a manner that meets the approval of the Building Official and the Director of Community Development. Additionally, all light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties.

Submitted by: Amanda Acuna, Senior Planner Date: 3/17/2022

ATTACHMENTS

Attachment A – Architectural Plans

Attachment B – Planning Commission packet dated February 15, 2022

Attachment C - Resolution No. 6570 with Exhibits

- Exhibit A – Conditions of Approval
- Exhibit B – Management Plan



WESTERN SRO APARTMENTS

121 UNIT SINGLE ROOM OCCUPANCIES

NARRATIVE EXPLANATION OF PROPOSED PROJECT

The project is a 4 story, 121 unit single room occupancy development located on a corner lot in the M1 zone. 114 units are market rate and 7 units are very low income housing. The building mass is biased toward the corner of 132nd Street and Western Avenue and most of the parking is situated within a 6 tier automated parking structure located in the south west corner of the lot.

Since the adjacent blocks consist of 1 and 2 story industrial buildings, the project is designed to create its own pedestrian oriented urban context, as well as provide a base context for potential future residential projects. The building mass is stepped from 4 stories to 2 stories at the northeast corner, to act as a transition to the scale of the surrounding neighborhood. Ground floor units along 132nd street, and Western Avenue are set back 10'-0" from the property line and separated by a landscape buffer, providing pedestrian orientation.

Although the neighborhood is considered somewhat walkable (walk score 68), and somewhat bikeable (bike score 48), we felt it was important that the project provide sufficient private and common open space on site. Every unit has a balcony or patio, and by providing an automated parking structure the 7,374 sf courtyard is not over structure, allowing more landscaping and a pool and spa in addition to a recreation room and resident fitness center. Outdoor decks at the 2nd and 3rd floors help energize the corner of 132nd and Western.

The exterior of the building is fine sand acrylic stucco and a bright accent color at the exterior wall accentuates the massing. Since the unit modules are less than 14'-0" wide, a white decorative stucco frame exaggerates the horizontality of the 2 main elevations and allows for privacy screening between units. The balcony railings are a prefinished, perforated, corrugated metal that pay homage to the industrial nature of the neighborhood and further emphasize the horizontality.

PROJECT INFORMATION	ZONING INFORMATION	PARKING REQUIREMENTS	VICINITY MAP	SHEET INDEX
<div>ADDRESS:13126 S. WESTERN AVENUE GARDENA, CA 90249</div> <div>APN:6102-008-013</div> <div>OWNER:13126 S. WESTERN AVE., LLC CONTACT:LEE JOHNSON LEE@WESTREALTYGROUP.COM 11901 SANTA MONICA BLVD. #530 LOS ANGELES, CA 90025</div> <div>LEGAL DESCRIPTION:LOT 30 of BLOCK 6 OF PANAMA ACRES, IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE(S) 138 AND 139 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.</div> <div>EXISTING USE:ONE STORY 9,981 SF INDUSTRIAL BUILDING ONE STORY 2,755 SF COMMERCIAL BUILDING SURFACE PARKING LOT</div> <div>PROPOSED USE:NEW CONSTRUCTION – 121 UNIT SINGLE ROOM OCCUPANCY (350 SF) 4 STORIES WITH FREESTANDING 6 TIER, 114 CAR AUTOMATED PARKING STRUCTURE</div> <div>FUNDING:PROJECT IS 100% PRIVATELY FUNDED AND IS NOT PUBLICLY FUNDED HOUSING</div> <div>CONSTRUCTION TYPE:TYPE VA 1HR FULLY SPINKLERED NFPA 13 SPRINKLERS REQUIRED EMERGENCY STAND BY GENERATOR REQUIRED FOR ELEVATOR</div>	<div>ZONE:M1 – INDUSTRIAL ZONE</div> <div>PERMITTED USES:SINGLE ROOM OCCUPANCIES (SUBJECT TO A CONDITIONAL USE PERMIT)</div> <div>LOT AREA:43,811 SF (1.006 ACRES)</div> <div>ALLOWABLE FAR:1.0</div> <div>STATE DENSITY BONUS:THIS PROJECT WILL REQUEST A 25% FLOOR ARE INCREASE BONUS BY PROVIDING 7% VERY LOW INCOME HOUSING (1 CONCESSION ALLOWED)</div> <div>ALLOWABLE FAR: W/ DENSITY BONUS1.25</div> <div>ALLOWABLE FLOOR AREA:43,811 x 1.25 = 54,764 SF</div> <div>PROPOSED FLOOR AREA:54,416 SF (SEE SHEET A03)</div> <div>HEIGHT LIMIT:MAXIMUM – 65'-0" 50'-0" IF 100'-0" FROM R3 OR R4 ZONE 35'-0" IF 100'-0" FROM R1 ZONE</div> <div>PROPOSED HEIGHT:NOT TO EXCEED 50'-0"</div> <div>STORIES:NO LIMIT (4 STORIES PROPOSED, 6 TIERS AUTOMATED PARKING)</div> <div>PROP. BASE DENSITY:97 UNITS</div> <div>DENSITY W/ BONUS:97 x 1.25 = 121.25 (121 PROPOSED)</div> <div>VERY LOW INCOME:7% OF BASE DENSITY (97 x .07 = 7 UNITS)</div> <div>REQUIRED SETBACKS:FRONT YARD – 10'-0" STREET SIDEYARD – 10'-0" SIDEYARD – 0'-0" REARYARD – 0'-0"</div> <div>PROPOSED SETBACKS:FRONT YARD – 10'-0" STREET SIDEYARD – 10'-0" SIDEYARD – 5'-0" REARYARD – 5'-0"</div>	<div>REQUIRED PARKING:1 space per unit/ 2 spaces for manager's unit 120 x 1.0 + 1 x 2.0 = 122 SPACES (INCLUDES ACCESSIBLE PARKING)</div> <div>REQ. ACCESSIBLE PARKING:122 x .02 = 3 SPACES (1 VAN ACCESSIBLE)</div> <div>PROVIDED PARKING:114 STANDARD SPACES WITHIN 6 TIER AUTOMATED STRUCTURE, 8 SPACES (6 STANDARD, 2 COMPACT COVERED PARKING)</div> <div>122 SPACES TOTAL (INCLUDES 3 ACCESSIBLE SPACES)</div> <div>BICYCLE PARKINGTHIS PROJECT IS VOLUNTARILY PROVIDING 40 BICYCLE PARKING SPACES IN A STACKED RACK SYSTEM</div>	<div>OPEN SPACE</div> <div>(SEE SHEET A04)</div> <div>REQUIRED OPEN SPACE:10 SF PER UNIT (121 x 10 = 1,210 SF)</div> <div>PROVIDED OPEN SPACE:PRIVATE OPEN SPACE – 9,314 SF COMMON OPEN SPACE – 8,080 SF TOTAL OPEN SPACE – 17,394 SF</div>	<div>ARCHITECTURE</div> <div>A00COVER SHEET</div> <div>SURVEY</div> <div>SURVEY</div> <div>A01DEMOLITION PLAN</div> <div>A02SITE PLAN</div> <div>A03FAR CALCULATION</div> <div>A04OPEN SPACE CALCULATIONS</div> <div>A06GROUND FLOOR PLAN</div> <div>A07SECOND FLOOR PLAN</div> <div>A08THIRD FLOOR PLAN</div> <div>A09FOURTH FLOOR PLAN</div> <div>A10ROOF PLAN</div> <div>A11BUILDING ELEVATIONS</div> <div>A12COURTYARD ELEVATIONS</div> <div>A13BUILDING SECTIONS</div> <div>A14UNIT PLANS</div> <div>A16RENDERING</div> <div>A17RENDERING</div> <div>A18RENDERING</div> <div>LANDSCAPE</div> <div>L-1FIRST FLOOR PLANTING PLAN</div> <div>L-2THIRD FLOOR PLANTING PLAN</div> <div>L-3FOURTH FLOOR PLANTING PLAN</div> <div>L-4FOURTH FLOOR PLANTING LAYOUT</div>

DEA

DE ARCHITECTS AIA
1335 4TH STREET, SUITE 101
SANTA MONICA, CA 90401
310.451.7917
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PROBLEMS WHICH ARISE FROM
OTHERS' FAILURE TO OBTAIN AND/OR
FOLLOW THE DESIGN PROFESSIONAL'S
GUIDANCE WITH RESPECT TO ANY
ERRORS, OMISSIONS,
INCONSISTENCIES, AMBIGUITIES OR
CONFLICTS WHICH ARE ALLEGED.

PROJECT
13126 S Western Ave
SINGLE ROOM OCCUPANCIES
13126 S Western Ave
Gardena, CA 90249

SHEET NAME
COVER SHEET
ISSUE
PLANNING SUBMITAL
01/04/2022

SHEET NO.

A00

PRELIMINARY TITLE REPORT

PRELIMINARY TITLE REPORT NO. 995-30043507-JS3, DATED FEBRUARY7, 2020, PREPARED BY FIDELITY NATIONAL TITLE COMPANY, 555 SOUTH FLOWER STREET, SUITE 4420, LOS ANGELES, CA 90071, WAS USED IN THE PREPARATION OF THIS SURVEY AND IS MADE A PART HEREOF BY REFERENCE.

OWNERSHIP

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

13126 S. WESTERN AVE., LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BASIS OF BEARINGS

THE BEARING N 89°54'45"E OF THE NORTHERLY RIGHT -OF-WAY (TRANSFERED TO CENTERLINE) OF 132ND ST (FORMERLY GRAND AVE.) AS SHOWN ON THE PANAMA ACRES TRACT, AS RECORDED IN BOOK 15, PAGES 138 AND 139 OF MAPS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.

BENCHMARK

BM ID: RY7945
RDBM TAG IN SOUTH CURB 2FT E/O BCR AT SE CORNER 132ND ST & NORMANDIE AVE.

ELEV = 87.63 (NAVD 88)(2013 ADJ.)

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDENA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 30 OF BLOCK 6 OF PANAMA ACRES, IN THE CITY OF GARDENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE(S) 138 AND 139 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 30, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 17.00 FEET;

THENCE SOUTHEASTERLY IN A DIRECT LINE 24.03 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT DISTANT EASTERLY THEREON 17.00 FEET FROM TO THE POINT OF BEGINNING;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE 17.00 FEET TO SAID TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, NATURAL GAS RIGHTS, MINERAL RIGHTS, ALL OTHER HYDROCARBON SUBSTANCES BY WHATSOEVER NAME KNOWN, AND ALL WATER, CLAIMS OR RIGHTS TO WATER, TOGETHER WITH APPURTENANT RIGHTS THERETO, WITHOUT HOWEVER, ANY RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR ANY PORTION OF THE SUBSURFACE LYING ABOVE A DEPTH OF 500 FEET, AS EXCEPTED OR RESERVED IN DEEDS OF RECORD.

APN: 6102-006-013

SUMMARY OF SCHEDULE "B" - SECTION "B" - EXCEPTIONS NOT REPORTED IN THIS SURVEY

ITEM	SUBJECT
A-C	PROPERTY TAXES AND ASSESSMENTS, IF ANY
1	WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT DISCLOSED BY THE PUBLIC RECORDS.
2	COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN BOOK 4586, PAGE 37, OF OFFICIAL RECORDS
3	A DEED OF TRUST RECORDED MAY 29, 2014 AS INSTRUMENT NO. 20140551342, O.R.
4	AN ASSIGNMENT OF ALL THE MONEYS DUE, OR TO BECOME DUE AS RENTAL, AS ADDITIONAL SECURITY FOR THE OBLIGATIONS SECURED BY DEED OF TRUST SHOWN AS ITEM NO. 3. RECORDED MAY 29, 2014 AS INSTRUMENT NO. 20140551343, O.R.
5	MATTERS CONTAINED IN THAT CERTAIN DOCUMENT ENTITLED "HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT" RECORDED MAY 29, 2014 AS INSTRUMENT NO. 20140551344, O.R.
6	A DEED OF TRUST RECORDED JULY 1, 2014 AS INSTRUMENT NO. 2014679413, O.R.
7	A DEED OF TRUST RECORDED SEPTEMBER 17, 2014 AS INSTRUMENT NO. 20140980576, O.R.
8	A DEED OF TRUST RECORDED FEBRUARY 2, 2018 AS INSTRUMENT NO. 20180114407, O.R.
9	MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION AND/OR BY A CORRECT ALTA/NSPS LAND TITLE SURVEY OF SAID LAND THAT IS SATISFACTORY TO THE COMPANY, AND/OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF. (MAY REFER TO THIS SURVEY)
10	ANY RIGHTS OF THE PARTIES IN POSSESSION OF A PORTION OF, OR ALL OF, SAID LAND, WHICH RIGHTS ARE NOT DISCLOSED BY THE PUBLIC RECORDS.

EASEMENTS

NO EASEMENTS WERE CITED IN THE ABOVE REFERENCED TITLE REPORT

AREA

43,811 SQ. FT. ZONE: M1

1.006 ACRES

ZONING

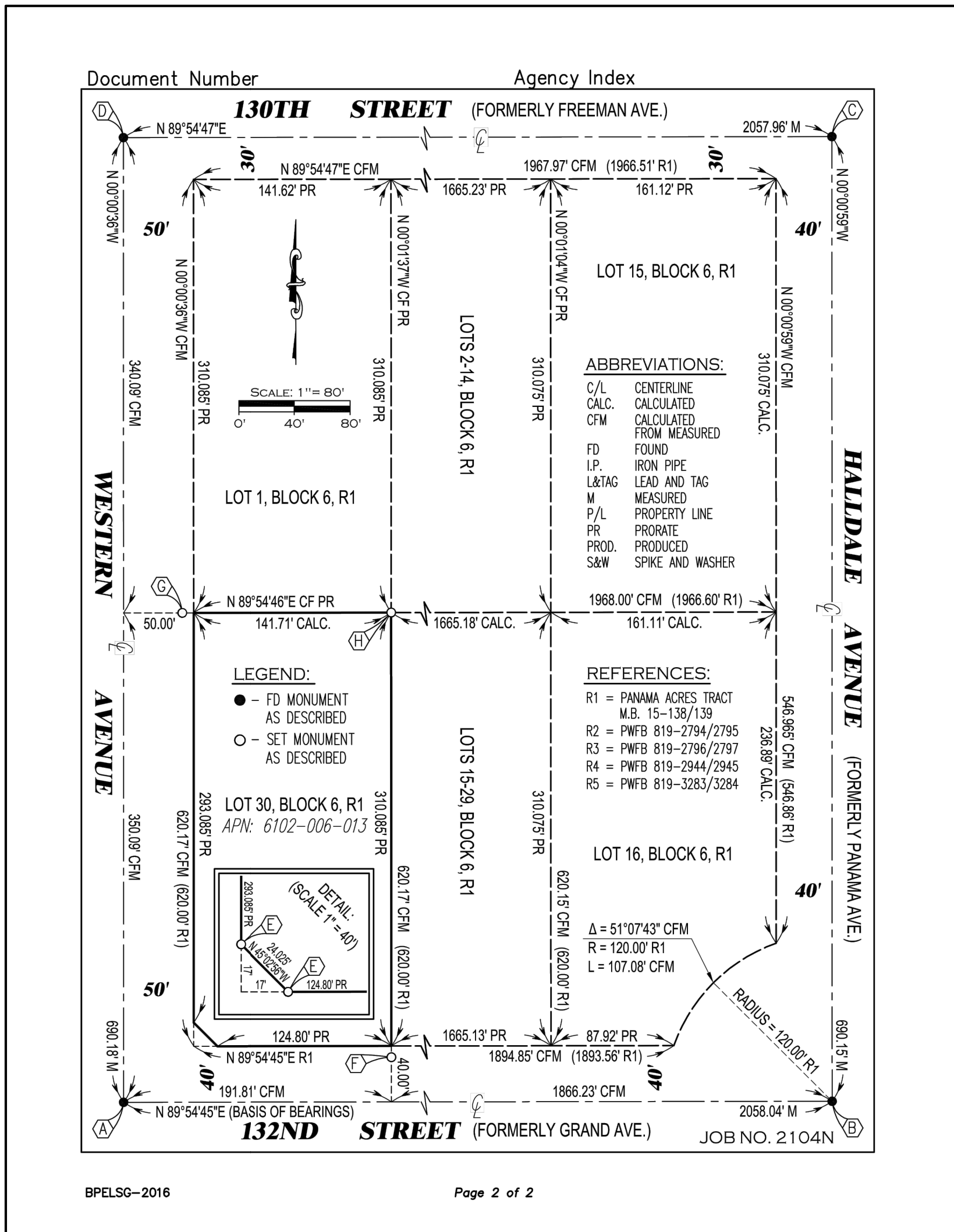
PARKING SUMMARY

16 STANDARD SPACES
+ 2 HANDICAP SPACES
= 18 TOTAL PARKING SPACES (MARKED)

UNDERGROUND (BURIED) UTILITIES DISCLAIMER:

INFORMATION SHOWN HEREON REGARDING UNDERGROUND (BURIED) UTILITIES WAS GATHERED FROM OBSERVED SURFACE EVIDENCE AND/OR PUBLIC RECORD SOURCES AND MAY NOT REPRESENT A COMPLETE, TRUE OR ACCURATE PHYSICAL LOCATION OF SAID UTILITIES. DESIGNERS AND CONTRACTORS ARE CAUTIONED TO VERIFY LOCATION OF BURIED UTILITIES BY INDEPENDENTLY CHECKING ALL AVAILABLE SOURCES AND/OR POTHOLES AS REQUIRED PRIOR TO DESIGN OR CONSTRUCTION. NO LIABILITY IS EITHER EXPRESSED OR IMPLIED FOR ANY LOSS SUFFERED AS A RESULT OF THE SOLE RELIANCE UPON THIS SURVEY AS IT PERTAINS TO SAID UTILITIES.

BOUNDARY ESTABLISHMENT



FLOOD HAZARD STATEMENT

THE SUBJECT PROPERTY LIES ENTIRELY WITHIN FLOOD ZONE "X" (AREAS OF MINIMAL FLOODING) AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 06037C1795F PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY SEPTEMBER 26, 2008.

NOTE:

THIS MAP AND THE INFORMATION SHOWN HEREON ARE INTENDED FOR THE SOLE USE OF THE CLIENT OF VOORHEIS AND VOORHEIS, INC. THIS COMPANY ACCEPTS NO LIABILITY FOR USE OF THIS MAP OR THE INFORMATION HEREON BY THIRD PARTIES OR PARTIES NOT INVOLVED WITH THE ORIGINAL INTENT OF THE SURVEY.

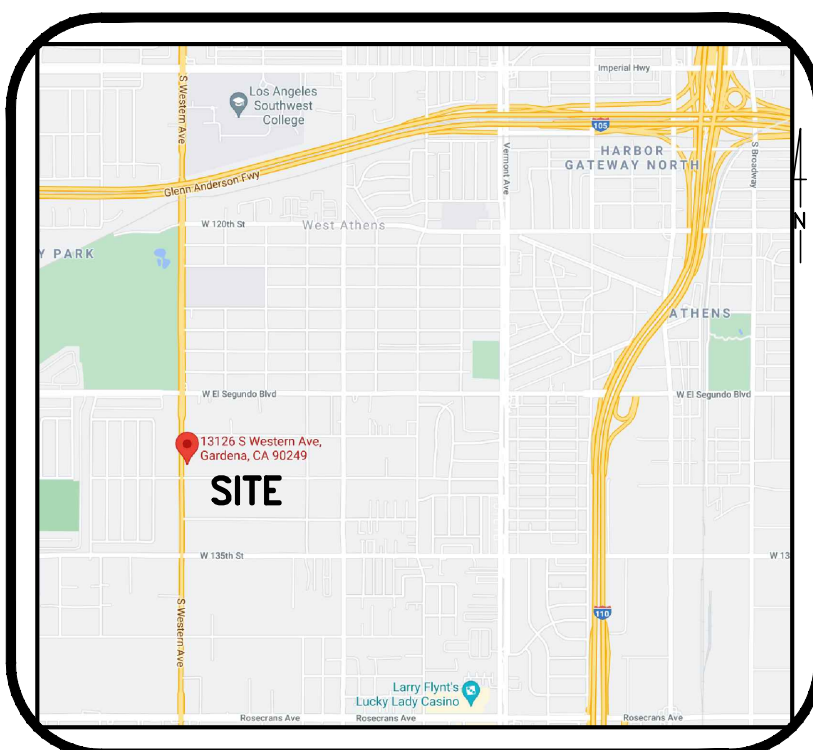
SURVEYOR'S CERTIFICATE

TO 13126 S. WESTERN AVE. LLC, FIDELITY NATIONAL TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, AND 19 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT, IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: _____

JEFF S. VOORHEIS, L.S. 7570



VICINITY MAP
NOT TO SCALE

REVISIONS:	BY	DATE	REVISION

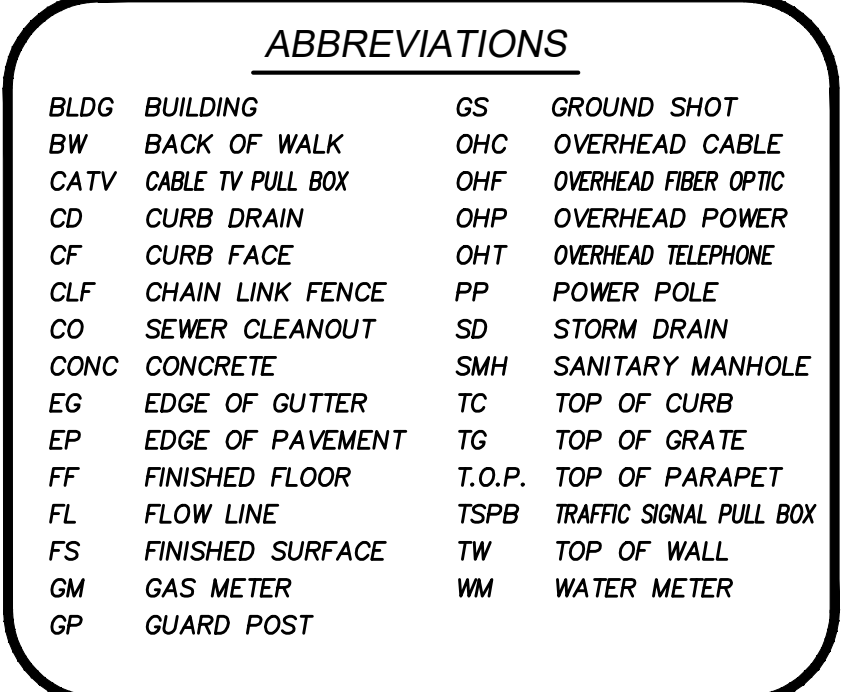
Client:
13126 S. WESTERN AVE. LLC
2216 MAIN STREET, SUITE 201
SANTA MONICA, CA 90405
Phone: (310) 892-2244
Fax: _____

ALTANSPS LAND TITLE SURVEY
13126 S WESTERN AVE.
GARDENA, CA. 90249












DATE: 5/5/2021 JOB NO. 2104N

VOORHEIS & VOORHEIS, INC.
PROFESSIONAL LAND SURVEYORS SINCE 1974
17049 Sunburst Street, Northridge, CA 91325
Phone: (818) 993-5611
mail@SurveyLA.com


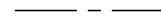



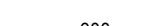



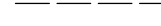




SHEET
OF
1
2



SYMBOL LEGEND

	- TREE (SIZE, TYPE AS NOTED)
	- STORM/SANITARY MANHOLE (AS NOTED)
	- CABLE TV PULL BOX
	- TRAFFIC SIGNAL PULL BOX
	- WATER METER
	- WATER VALVE
	- GAS VALVE
	- SIGN
	- TRAFFIC SIGNAL
	- MONUMENT FOUND (SIZE, TYPE AS NOTED)
	- MONUMENT SET (SIZE, TYPE AS NOTED)

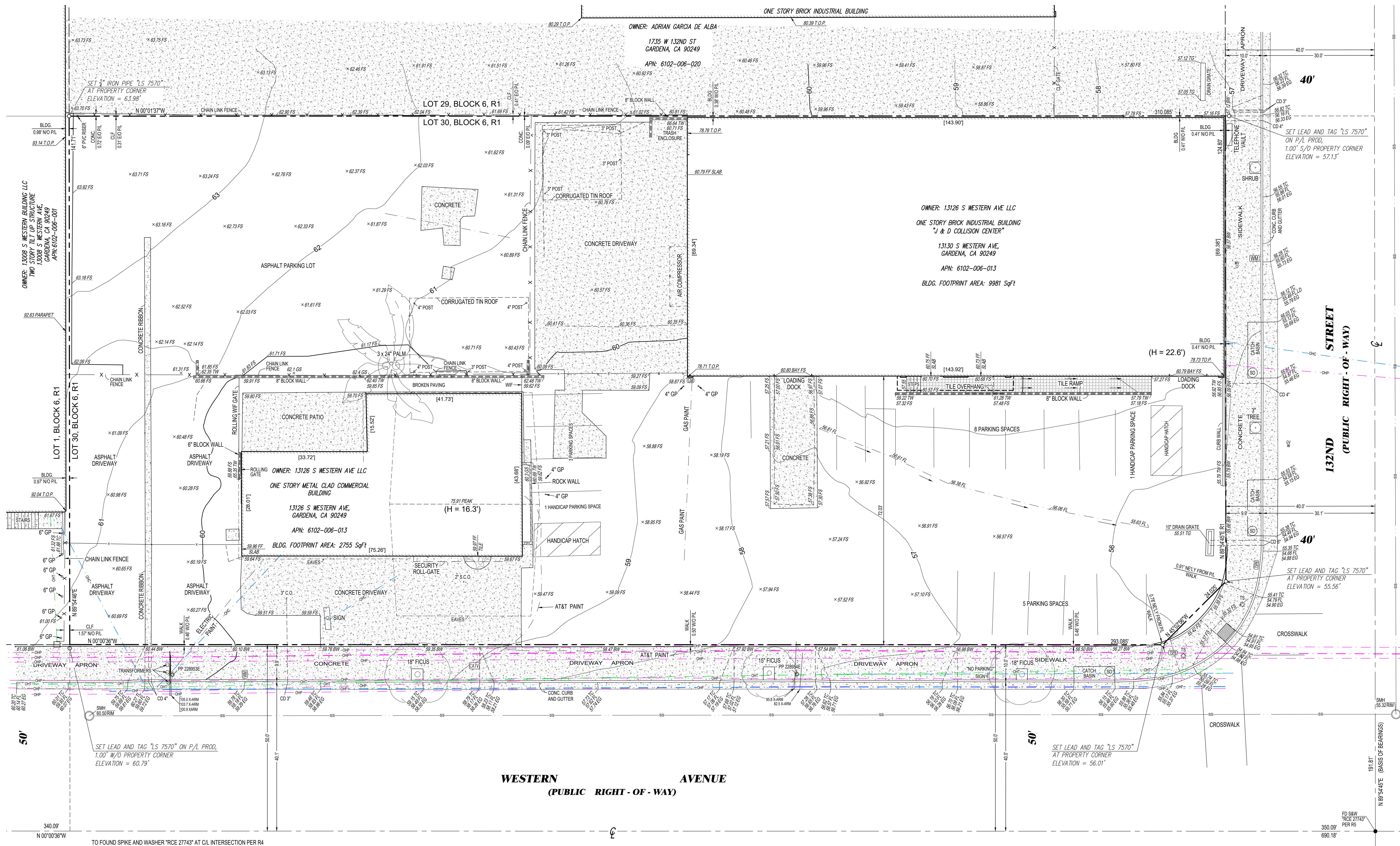
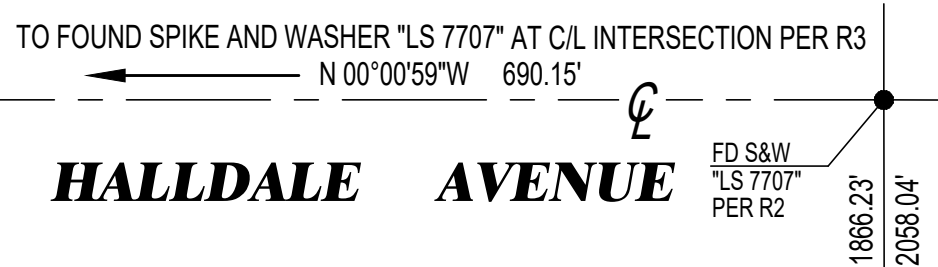
LINETYPES

	- BUILDING LINE
	- CENTER LINE
	- PROPERTY LINE
	- RIGHT OF WAY LINE
	- FENCE LINE (SIZE, TYPE AS NOTED)
	- MAJOR CONTOUR
	- INTERVAL CONTOUR
	- UTILITY LINE (TYPE AS NOTED)
	- BLDG. EAVES
	- OVERHEAD CABLE LINES
	- OVERHEAD FIBER OPTIC LINES
	- OVERHEAD POWER LINES
	- OVERHEAD TELEPHONE LINES
	- WALL (SIZE, TYPE AS NOTED)

BENCHMARK
BM ID: RY7945
RDBM TAG IN SOUTH CATCH BASIN 2FT E/O BCR
@ SE CORNER 132ND ST & NORMANDIE AVE.
ELEV = 87.63 (NAVD 88)(2013 ADJ.)

SHEET REFERENCES

R1 - PANAMA ACRES TRACT, M.B. 15-138/139
R2 - PWFB 819, PAGES 2794-2795
R3 - PWFB 819, PAGES 2796-2797
R4 - PWFB 819, PAGES 2944-2945
R5 - PWFB 819, PAGES 3283-3284

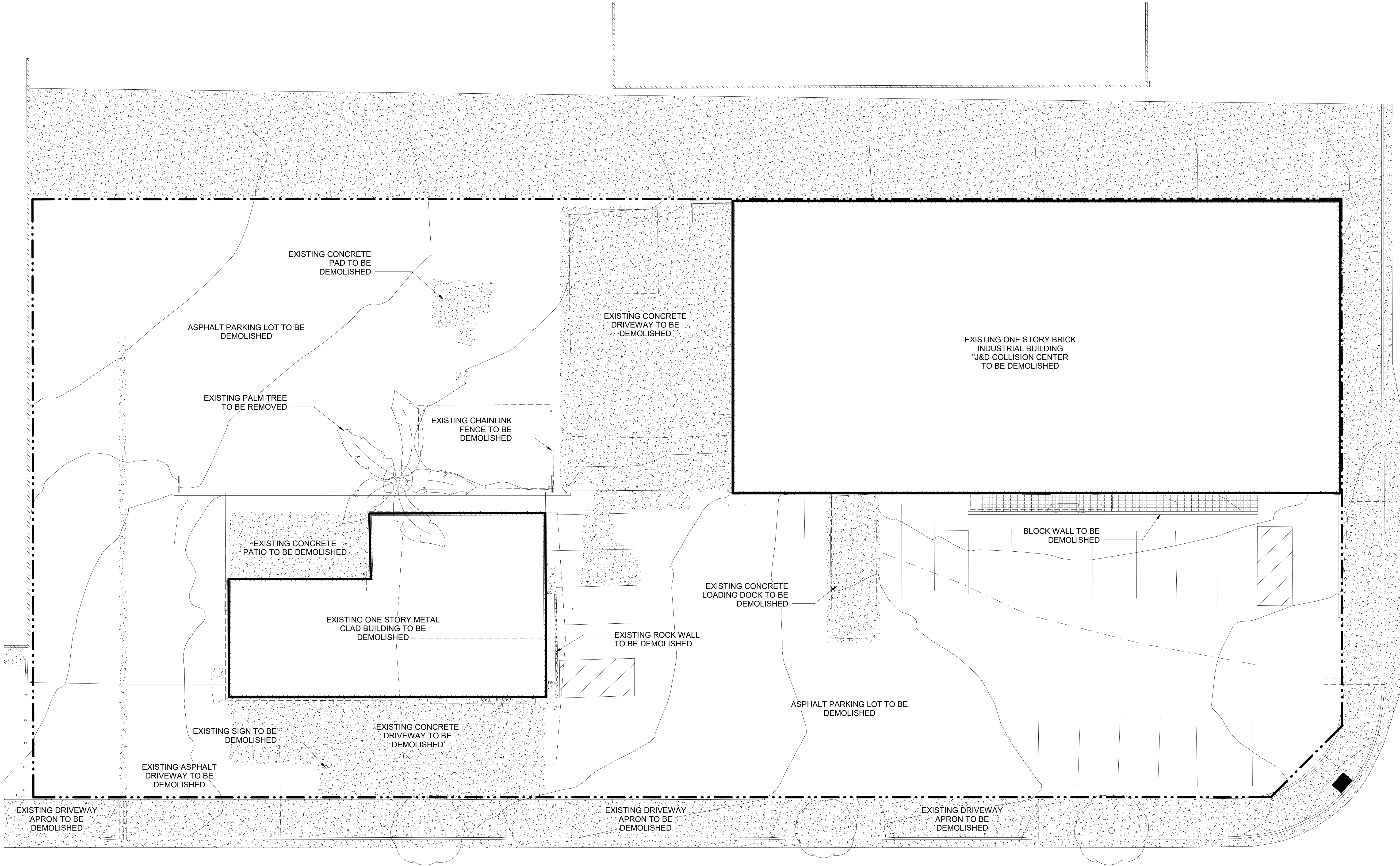
[illegible]

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SANTA MONICA, CA 90405
Phone: (310) 892-2244
Fax:

ALTA/NSPS LAND TITLE SURVEY
13126 S WESTERN AVE.
GARDENA, CA 90249

DATE: 5/5/2021 JOB NO. 2104N

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PROJECT

13126 S Western Ave

SINGLE ROOM OCCUPANCIES

13126 S Western Ave

Gardena, CA 90249

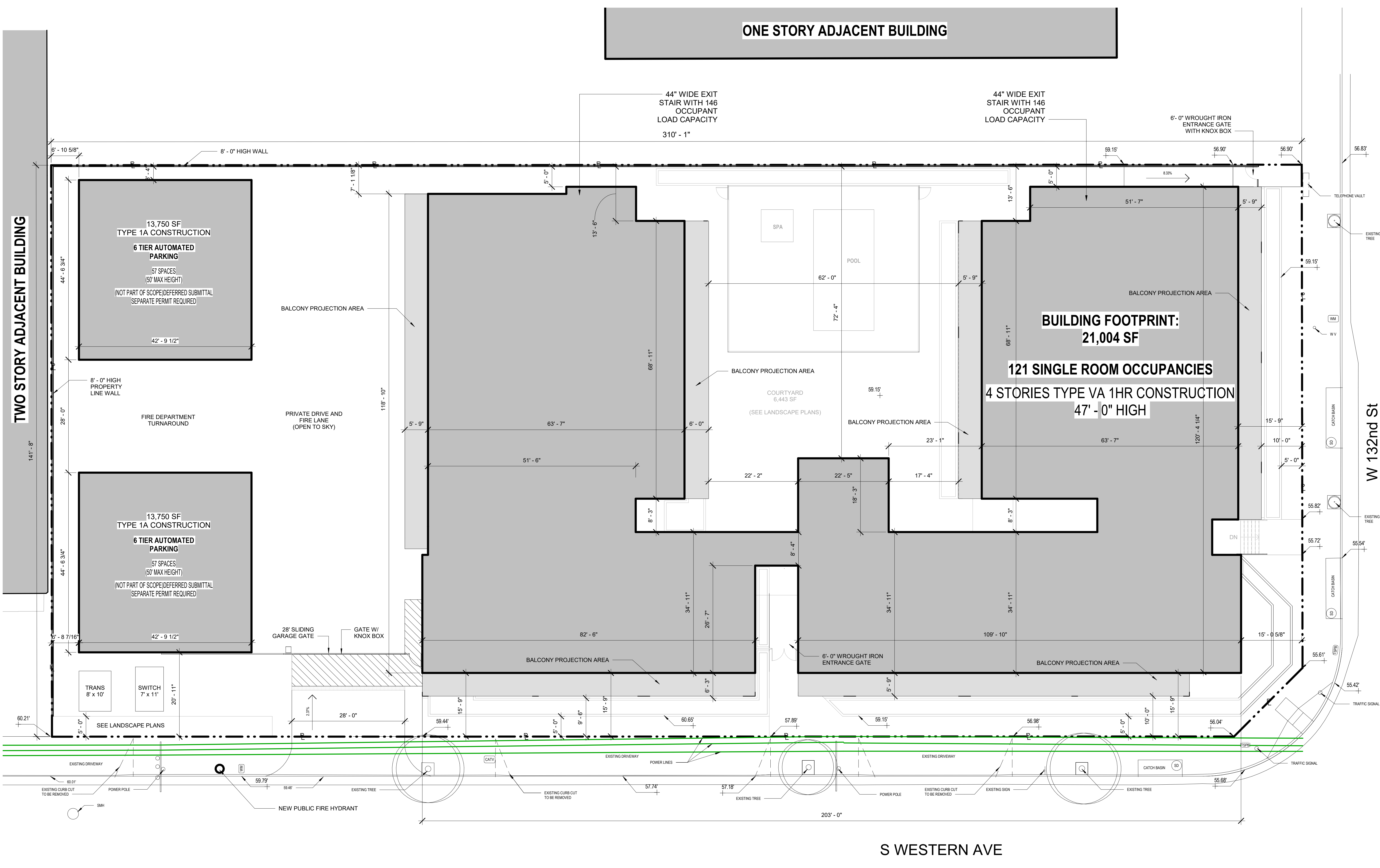
SHEET NAME

DEMOLITION PLAN

ISSUE
PLANNING SUBMITAL
01/04/2022

SHEET NO.

A01



ONE STORY ADJACENT BUILDING

44" WIDE EXIT
STAIR WITH 146
OCCUPANT
LOAD CAPACITY
310' - 1"

44" WIDE EXIT
STAIR WITH 146
OCCUPANT
LOAD CAPACITY

6'- 0" WROUGHT IRON
ENTRANCE GATE
WITH KNOX BOX

TWO STORY ADJACENT BUILDING

13,750 SF
TYPE 1A CONSTRUCTION
6 TIER AUTOMATED
PARKING
57 SPACES
(50' MAX HEIGHT)
(NOT PART OF SCOPE/DEFERRED SUBMITTAL
SEPARATE PERMIT REQUIRED)

13,750 SF
TYPE 1A CONSTRUCTION
6 TIER AUTOMATED
PARKING
57 SPACES
(50' MAX HEIGHT)
(NOT PART OF SCOPE/DEFERRED SUBMITTAL
SEPARATE PERMIT REQUIRED)

BUILDING FOOTPRINT:
21,004 SF

121 SINGLE ROOM OCCUPANCIES

4 STORIES TYPE VA 1HR CONSTRUCTION
47' - 0" HIGH

DEA

DE ARCHITECTS AIA

1535 4TH STREET, SUITE 101
SANTA MONICA, CA 90401
310.451.7917

WWW.DEARCHITECTS.NET

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PROJECT

13126 S Western Ave

SINGLE ROOM OCCUPANCIES

13126 S Western Ave

Gardena, CA 90249

SHEET NAME

SITE PLAN

ISSUE
PLANNING SUBMITTAL
12/23/2021

SHEET NO.

A02

TOTAL PROPOSEDFLOOR AREA	
Level	Area
Not Placed	0 SF
01 - GROUND FLOOR	13,157 SF
02 - SECOND FLOOR	15,260 SF
03 - THIRD FLOOR	13,819 SF
04 - FOURTH FLOOR	12,181 SF
	54,416 SF

LOT AREA: 43,811 SF (1.006 ACRES)

ALLOWABLE FAR: 1.0

ALLOWABLE FAR: W/ DENSITY BONUS 1.25

ALLOWABLE FLOOR AREA: 43,811 x 1.25 = 54,764 SF

PROPOSED FLOOR AREA: 54,416 SF



④ FOURTH FLOOR
1" = 20'-0"



③ THIRD FLOOR
1" = 20'-0"



② SECOND FLOOR
1" = 20'-0"



① GROUND FLOOR
1" = 20'-0"

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PROJECT
13126 S Western Ave
SINGLE ROOM OCCUPANCIES
13126 S Western Ave
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SHEET NAME
OPEN SPACE CALCULATIONS

SHEET NO.

A04

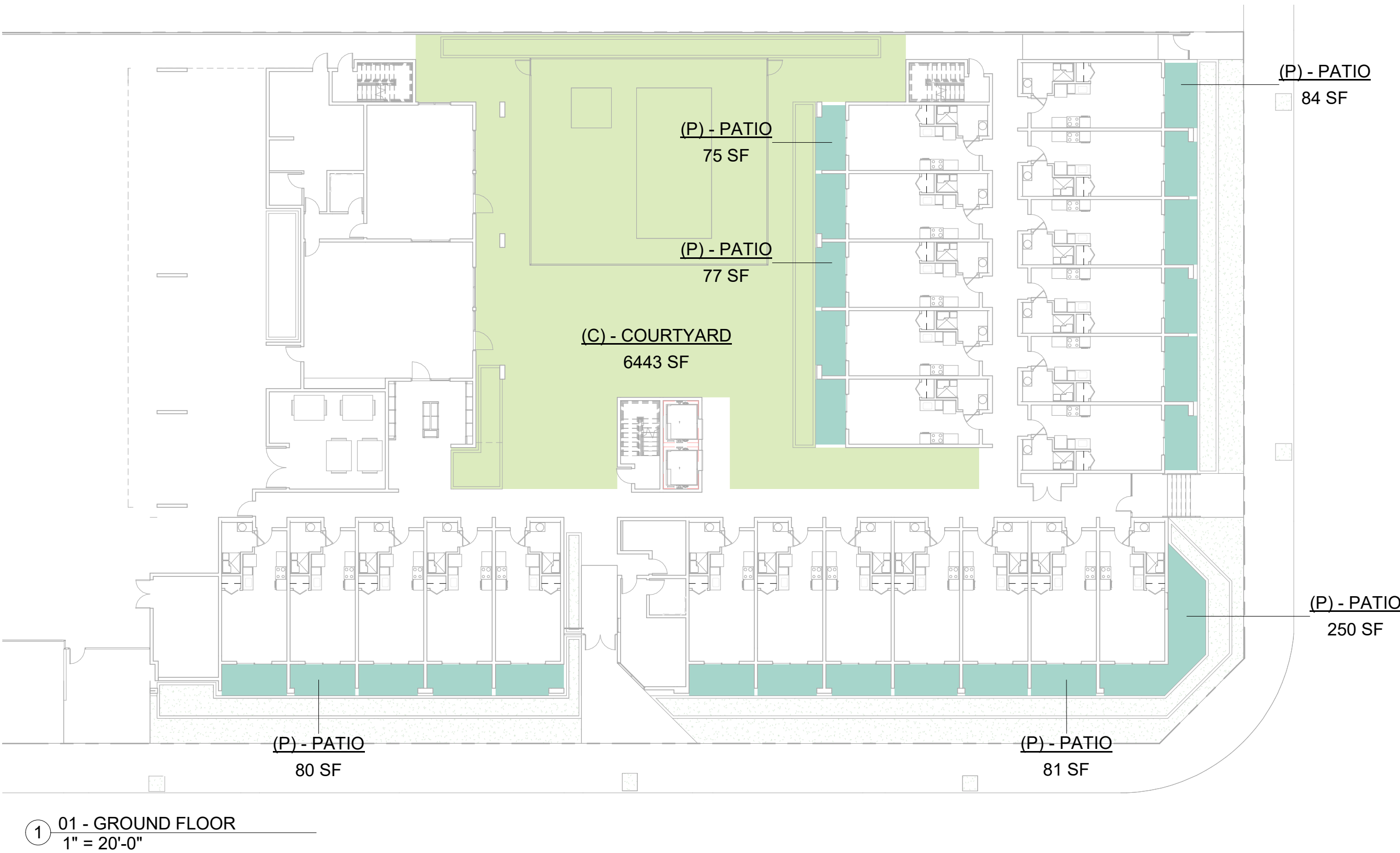
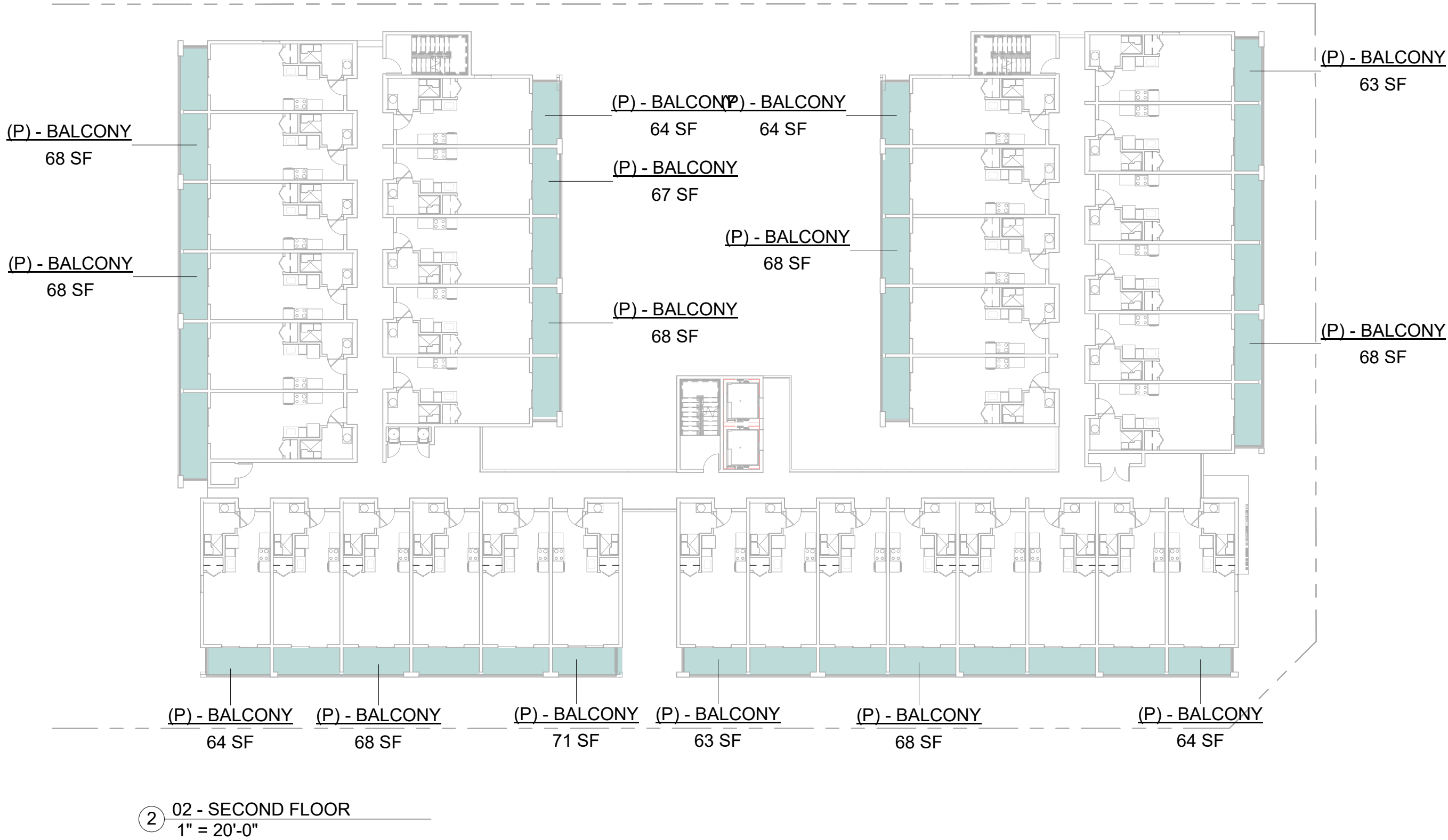
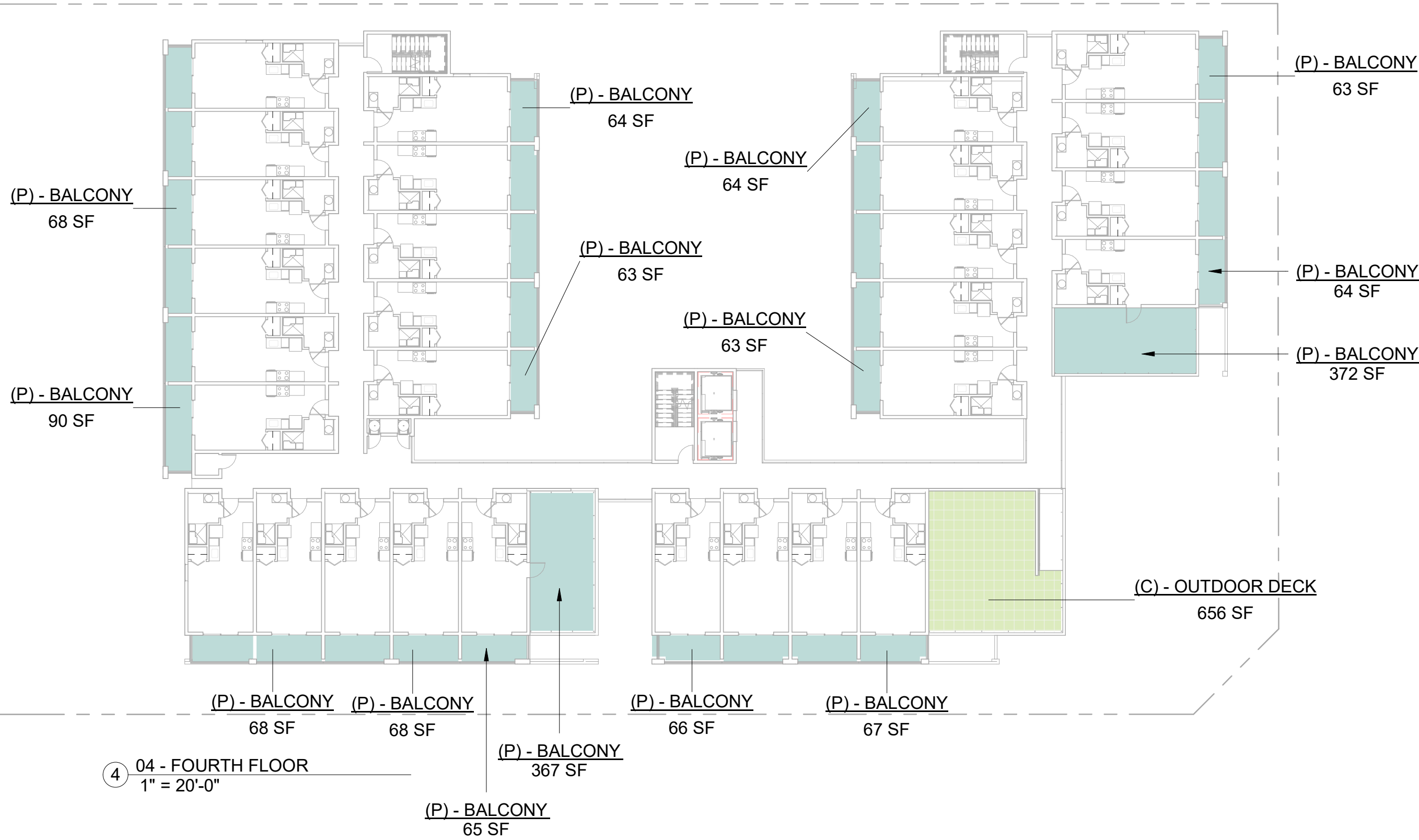
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COMMON OPEN SPACE CALCULATIONS		
Level	Name	Area
01 - GROUND FLOOR	(C) - COURTYARD	6,443 SF
03 - THIRD FLOOR	(C) - OUTDOOR DECK	981 SF
04 - FOURTH FLOOR	(C) - OUTDOOR DECK	656 SF
Grand total: 3		8,080 SF

PRIVATE OPEN SPACE CALCULATIONS		
Level	Name	Area
01 - GROUND FLOOR	(P) - PATIOS	2,011 SF
02 - SECOND FLOOR	(P) - BALCONIES	2,415 SF
03 - THIRD FLOOR	(P) - BALCONIES	2,216 SF
04 - FOURTH FLOOR	(P) - BALCONIES	2,671 SF
Grand total: 121		9,314 SF

OPEN SPACE

REQUIRED OPEN SPACE: 10 SF PER UNIT (121 x 10 = 1,210 SF)
PROVIDED OPEN SPACE: PRIVATE OPEN SPACE – 9,314 SF
COMMON OPEN SPACE – 8,080 SF
TOTAL OPEN SPACE – 17,394 SF



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SINGLE ROOM OCCUPANCIES13126 S Western Ave
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SHEET NAME

GROUND FLOOR PLAN

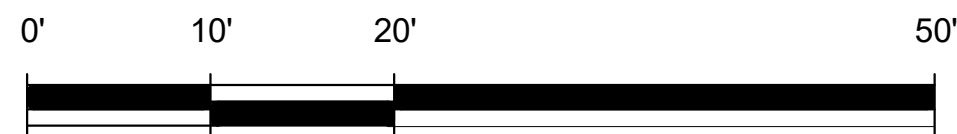
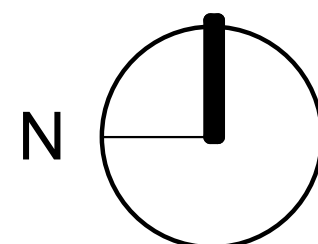
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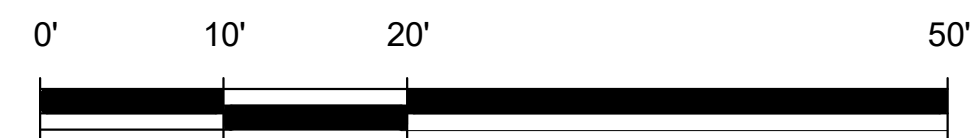
SHEET NO.

A06

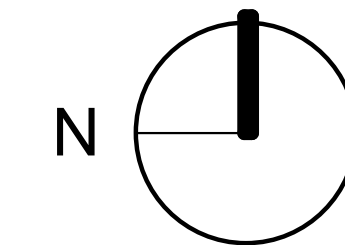
NOTE:

- DUE TO FIRE DEPARTMENT COMMENTS, WIDTH OF DRIVEWAY HAS BEEN INCREASED BY 10' - 0" (28' - 0" TO 38' - 0") TO ALLOW FIRE DEPARTMENT ACCESS, RESULTING IN COURTYARD WIDTH TO BE DECREASED BY 10' - 0".
- SETBACK AT THE SOUTH SIDE OF THE WEST PORTION OF THE BUILDING DECREASED FROM 20' - 2" TO 15' - 1".
- PARKING SPACE 122 HAS BEEN RELOCATED.
- BAMBOO SCREENING THE PARKING STRUCTURE HAS BEEN REMOVED. (FIRE DEPARTMENT REQUIREMENT)
- WEST ENTRANCE GATE HAS BEEN RELOCATED AND MANAGER'S OFFICE HAS BEEN REDESIGNED TO ACCOMMODATE FOR PARCEL STORAGE
- LANDSCAPING AND PRIVATE PATIO ON THE CORNER OF S WESTERN AND W 132nd ST HAS BEEN MODIFIED

**GROUND FLOOR PLAN - 23 SRO's**
SCALE: 3/32" = 1' - 0"



SECOND FLOOR PLAN - 36 SRO's
SCALE: 3/32" = 1'- 0"



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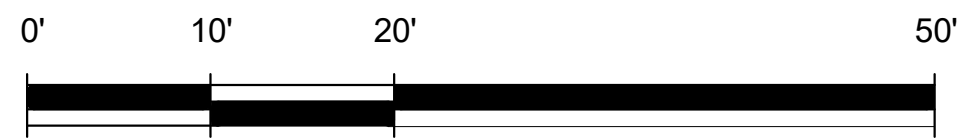
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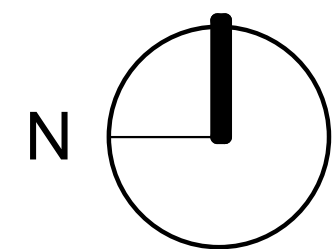
SHEET NAME
SECOND FLOOR PLAN

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SHEET NO.
A07



THIRD FLOOR PLAN - 33 SRO's
SCALE: 3/32" = 1'- 0"



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PROJECT

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SINGLE ROOM OCCUPANCIES

13126 S Western Ave

Gardena, CA 90249

SHEET NAME

THIRD FLOOR PLAN

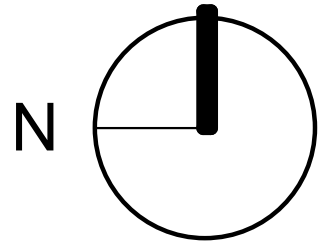
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01/04/2022

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A08



FOURTH FLOOR PLAN - 29 SRO's
SCALE: 3/32" = 1'- 0"



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SHEET NAME

FOURTH FLOOR PLAN

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SHEET NO.

A09

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PROJECT

PROJECT
13126 S Western Ave
SINGLE ROOM OCCUPANCIES

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Gardena, CA 90249

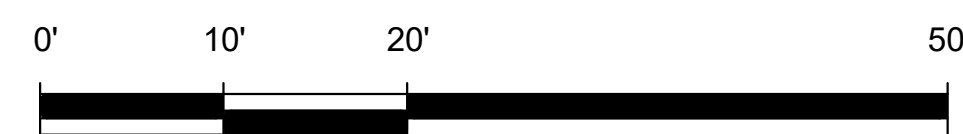
SHEET NAME

SHEET NAME
ROOF PLAN

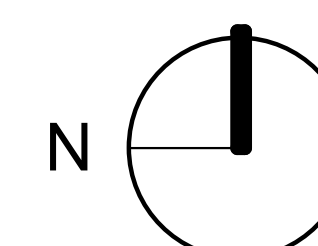
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12/23/2021

SHEET NO.

A10



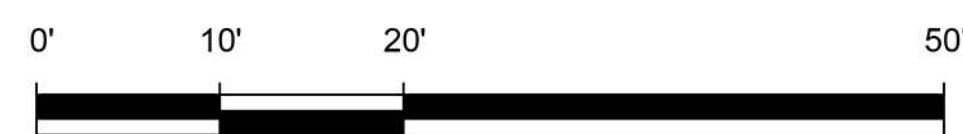
ROOF PLAN
SCALE: 3/32" = 1'- 0"



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PLANNING SUBMITTAL
11/04/2022

A11



MATERIAL LEGEND	
NUMBER	MATERIAL
01	FINE SAND ACRYLIC - OMEGA 9202 WHITE
02	FINE SAND ACRYLIC - SHERWIN-WILLIAMS COPPER HARBOR, SW6634
03	FINE SAND ACRYLIC - SHERWIN-WILLIAMS QUITE CORAL, SW6614
04	PERFORATED CORRUGATED GUARDRAIL - SHERWIN-WILLIAMS ARMADILLO, SW9160

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PROJECT

13126 S Western Ave

SINGLE ROOM OCCUPANCIES

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SHEET NAME

COURTYARD ELEVATIONS

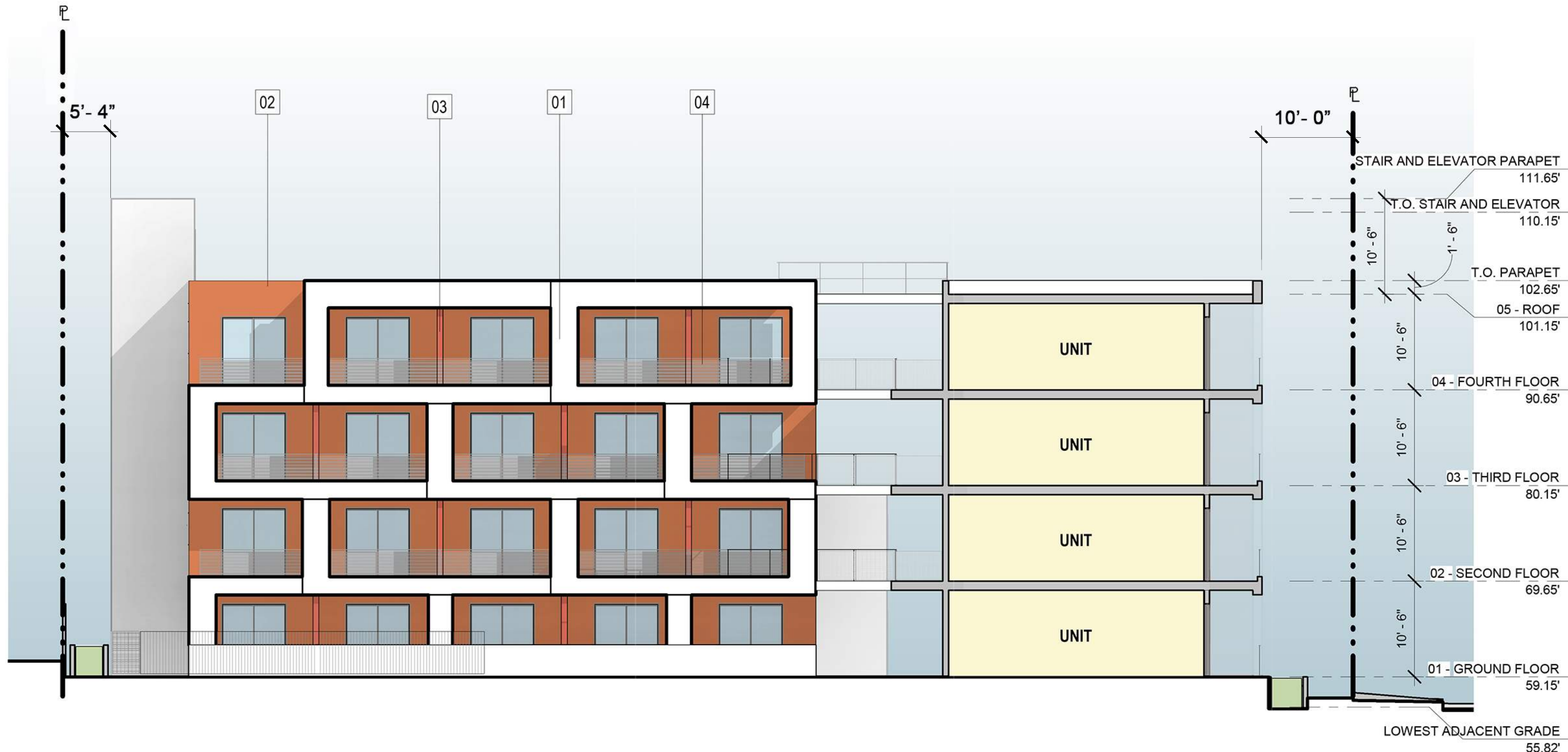
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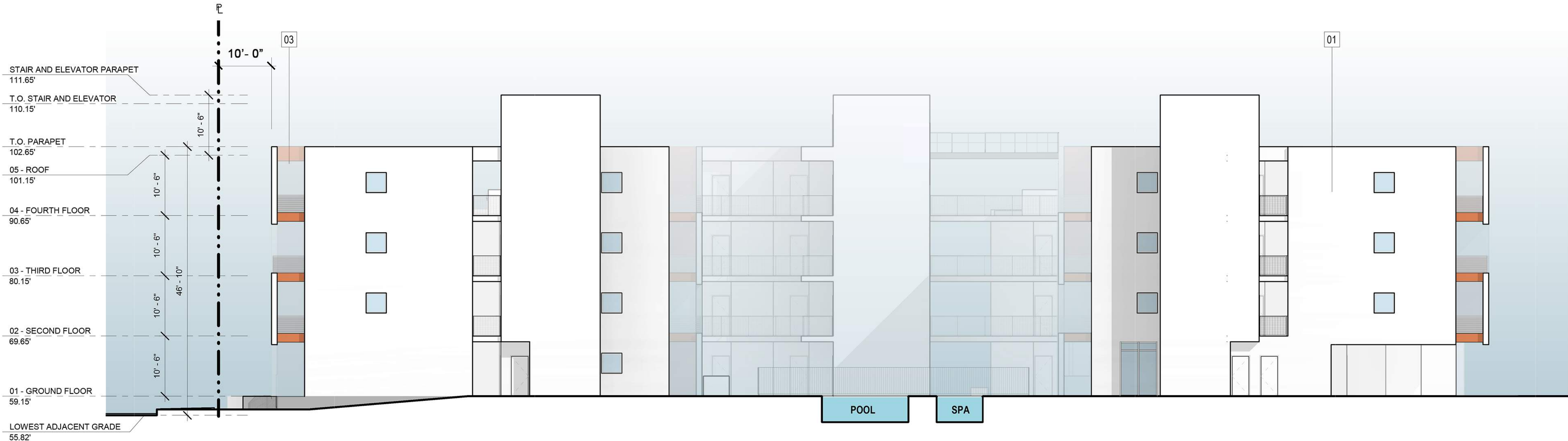
A12



COURTYARD ELEVATION - NORTH
SCALE: 3/32" = 1'- 0"



COURTYARD ELEVATION - SOUTH
SCALE: 3/32" = 1'- 0"



COURTYARD ELEVATION - EAST FACING
SCALE: 3/32" = 1'- 0"



MATERIAL LEGEND	
NUMBER	MATERIAL
01	FINE SAND ACRYLIC - OMEGA 9202 WHITE
02	FINE SAND ACRYLIC - SHERWIN-WILLIAMS COPPER HARBOR, SW6634
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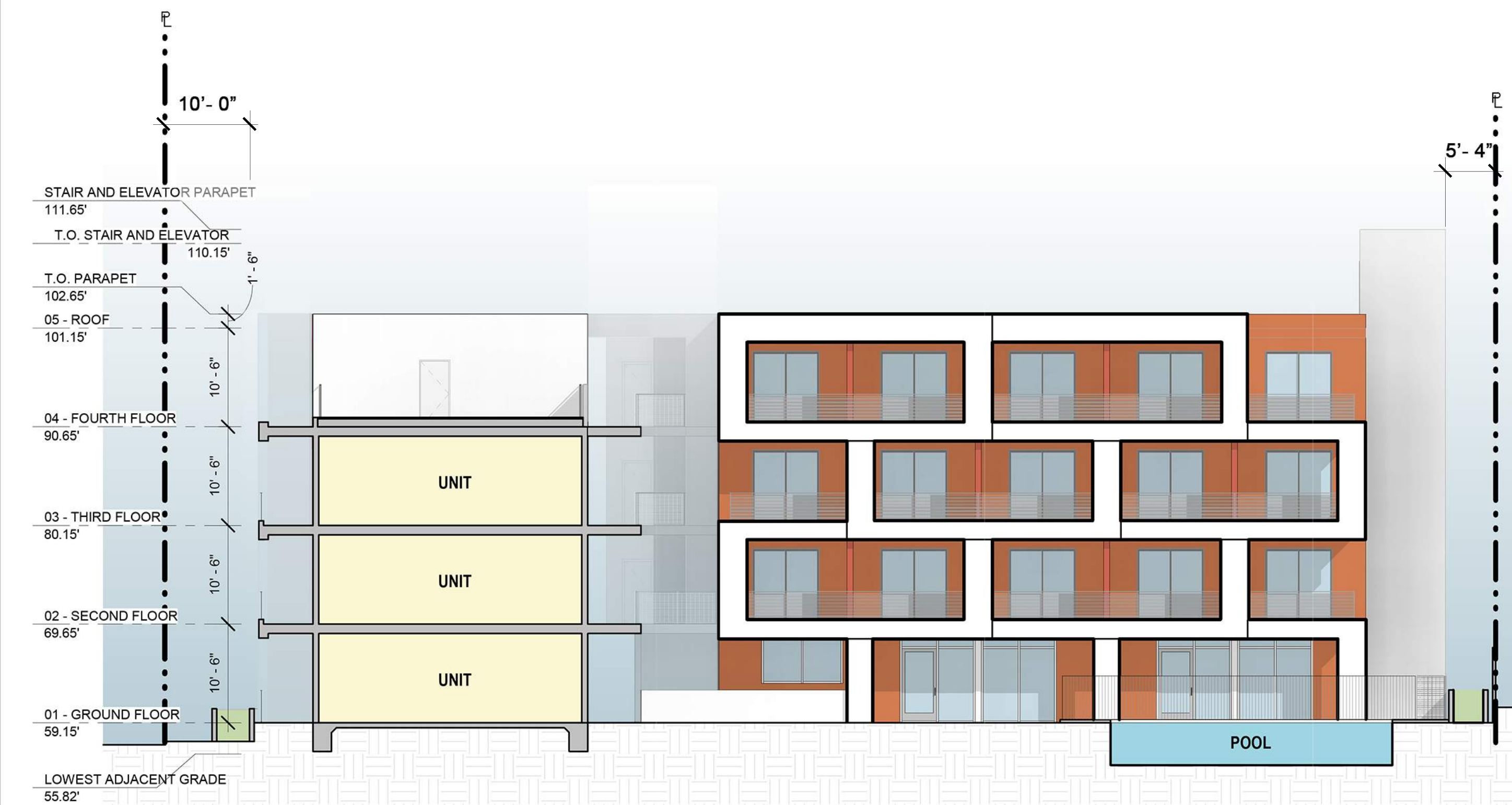
PROJECT
13126 S Western Ave
SINGLE ROOM OCCUPANCIES
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SHEET NAME
BUILDING SECTIONS

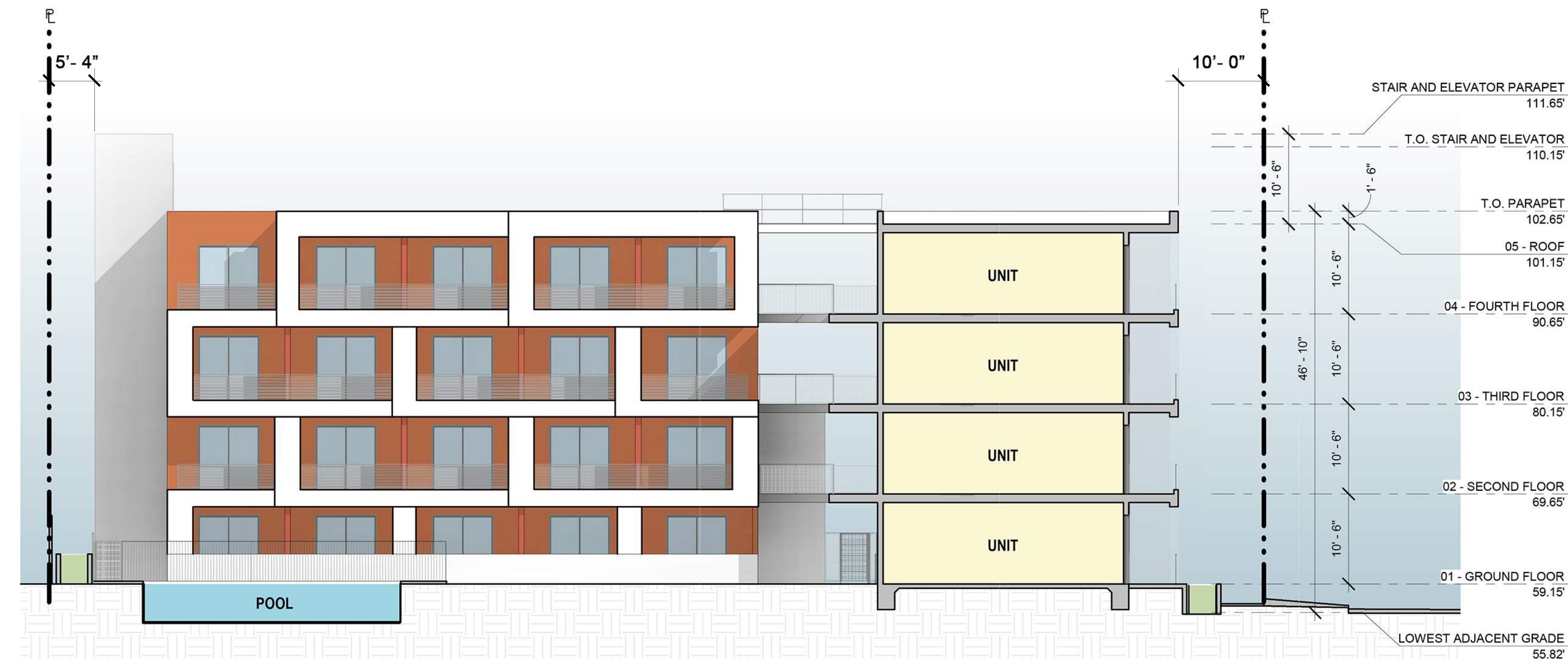
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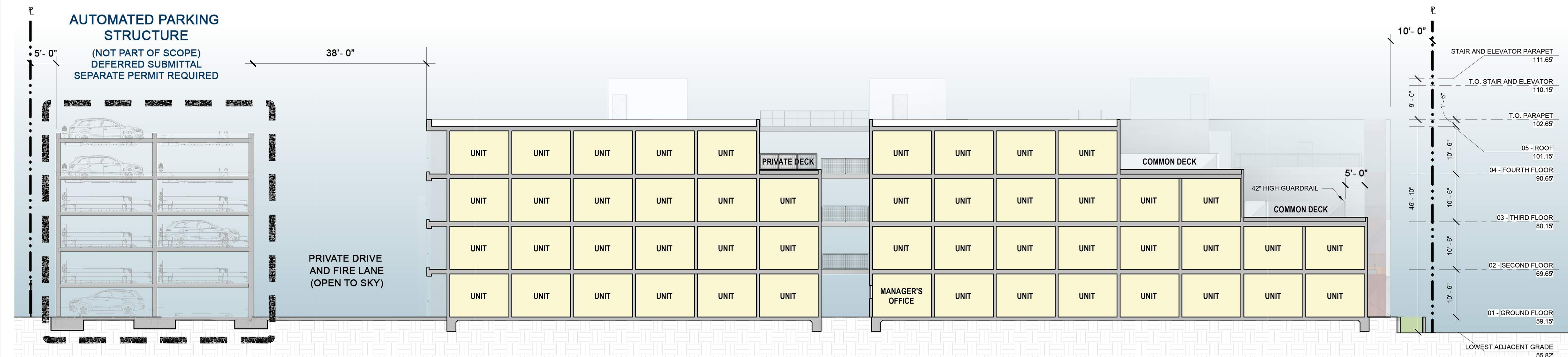
A13



**ELEVATION / CROSS SECTION
THROUGH COURTYARD - NORTH**
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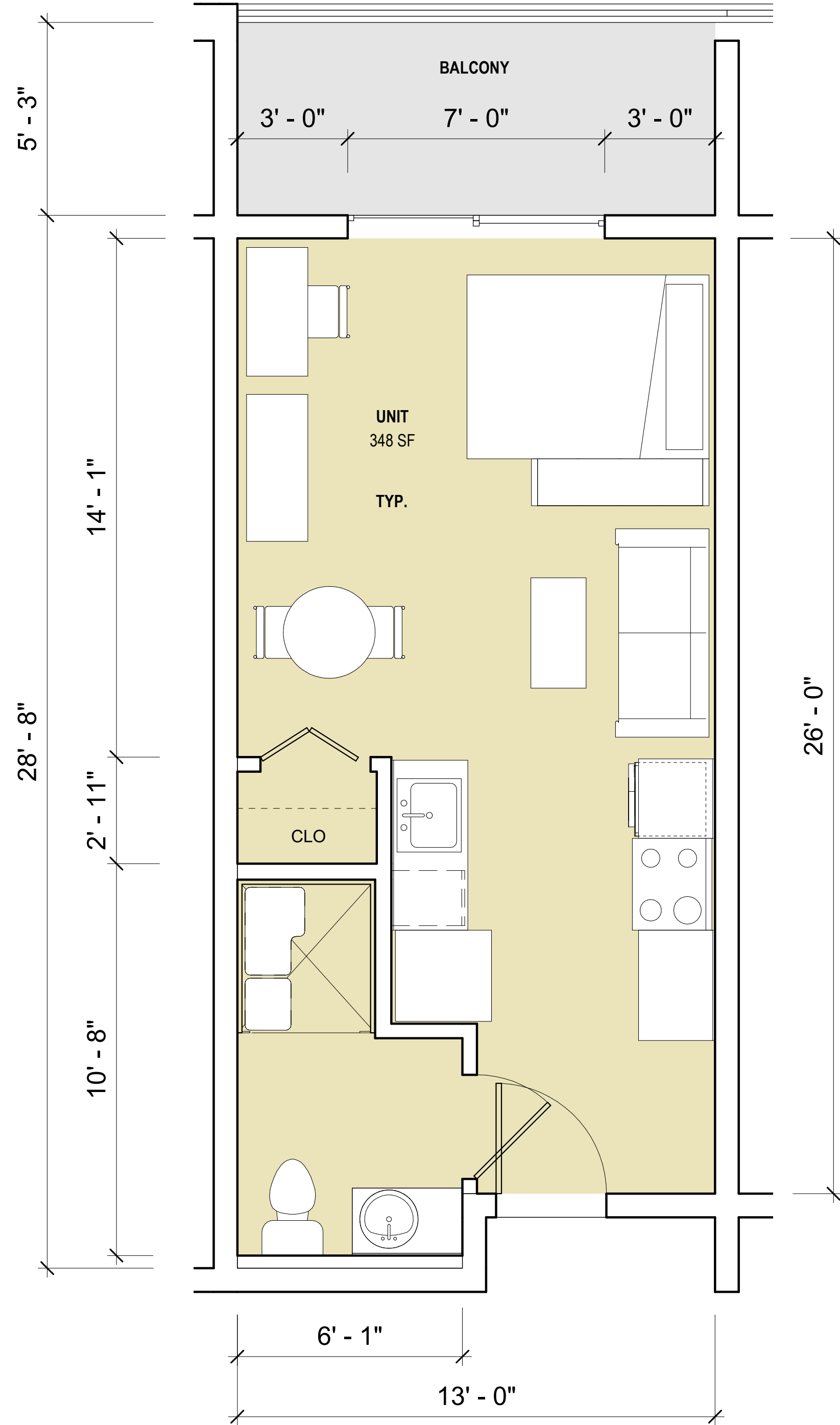
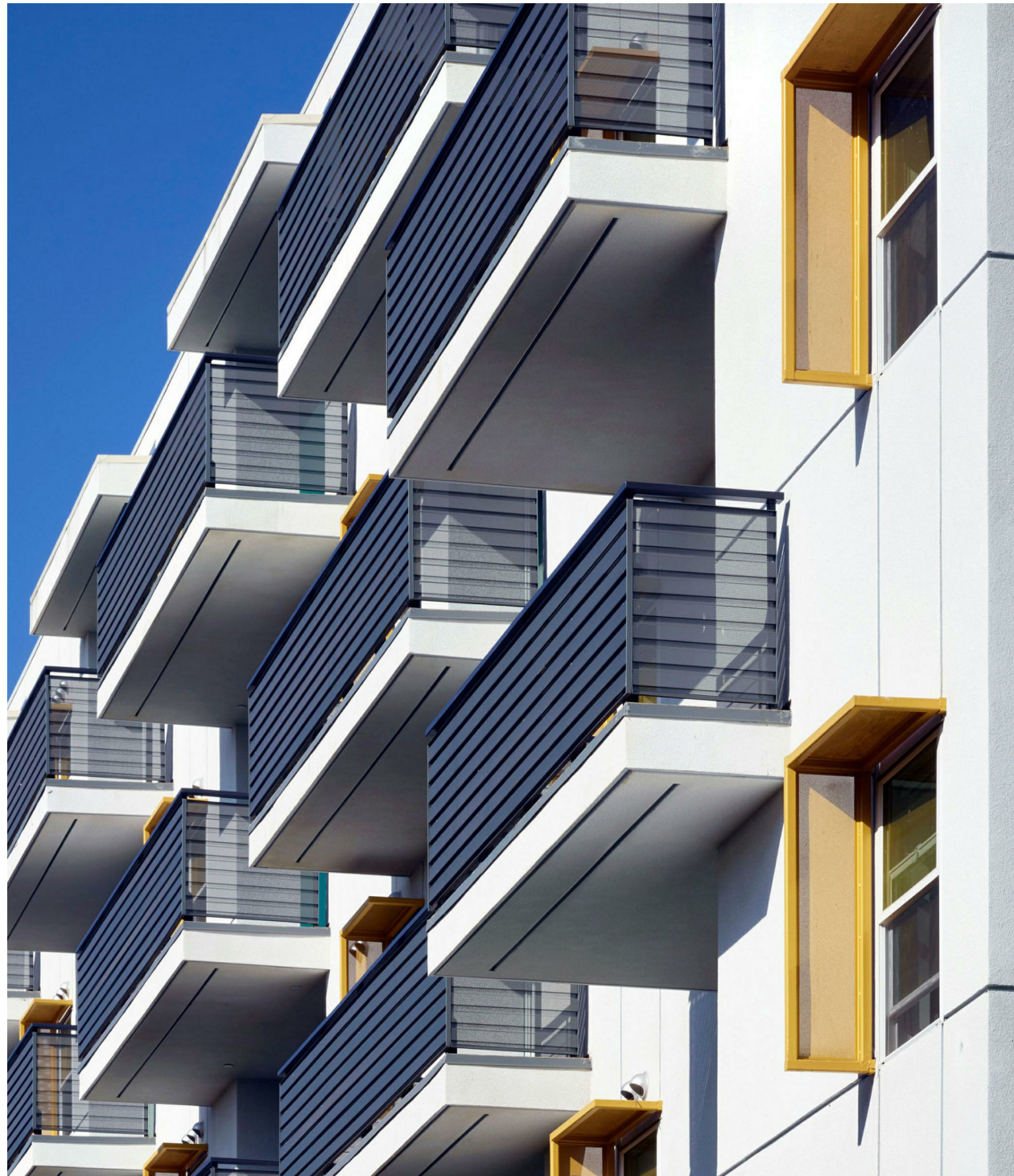
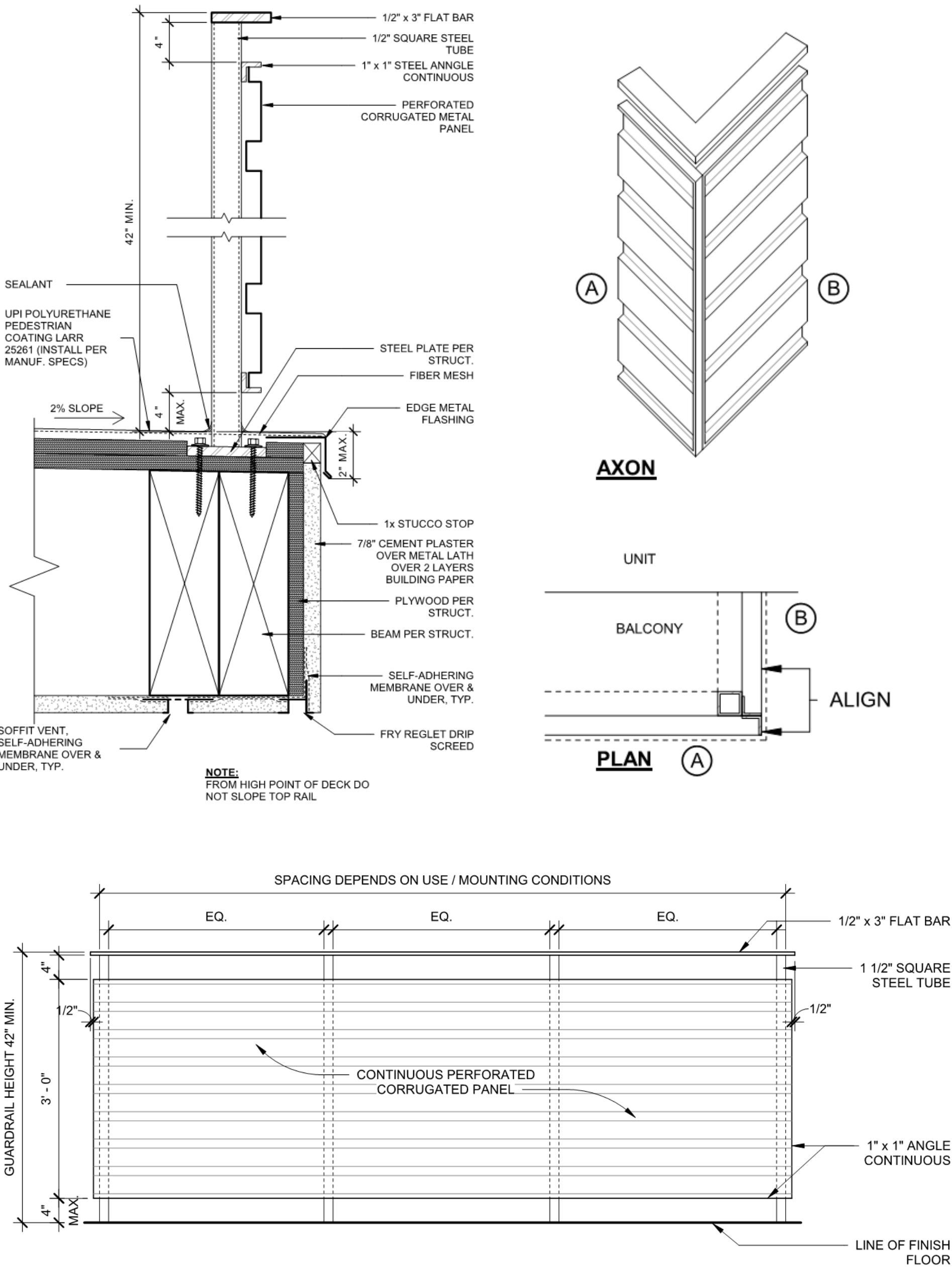


**ELEVATION / CROSS SECTION
THROUGH COURTYARD - SOUTH**
SCALE: 3/32" = 1'- 0"

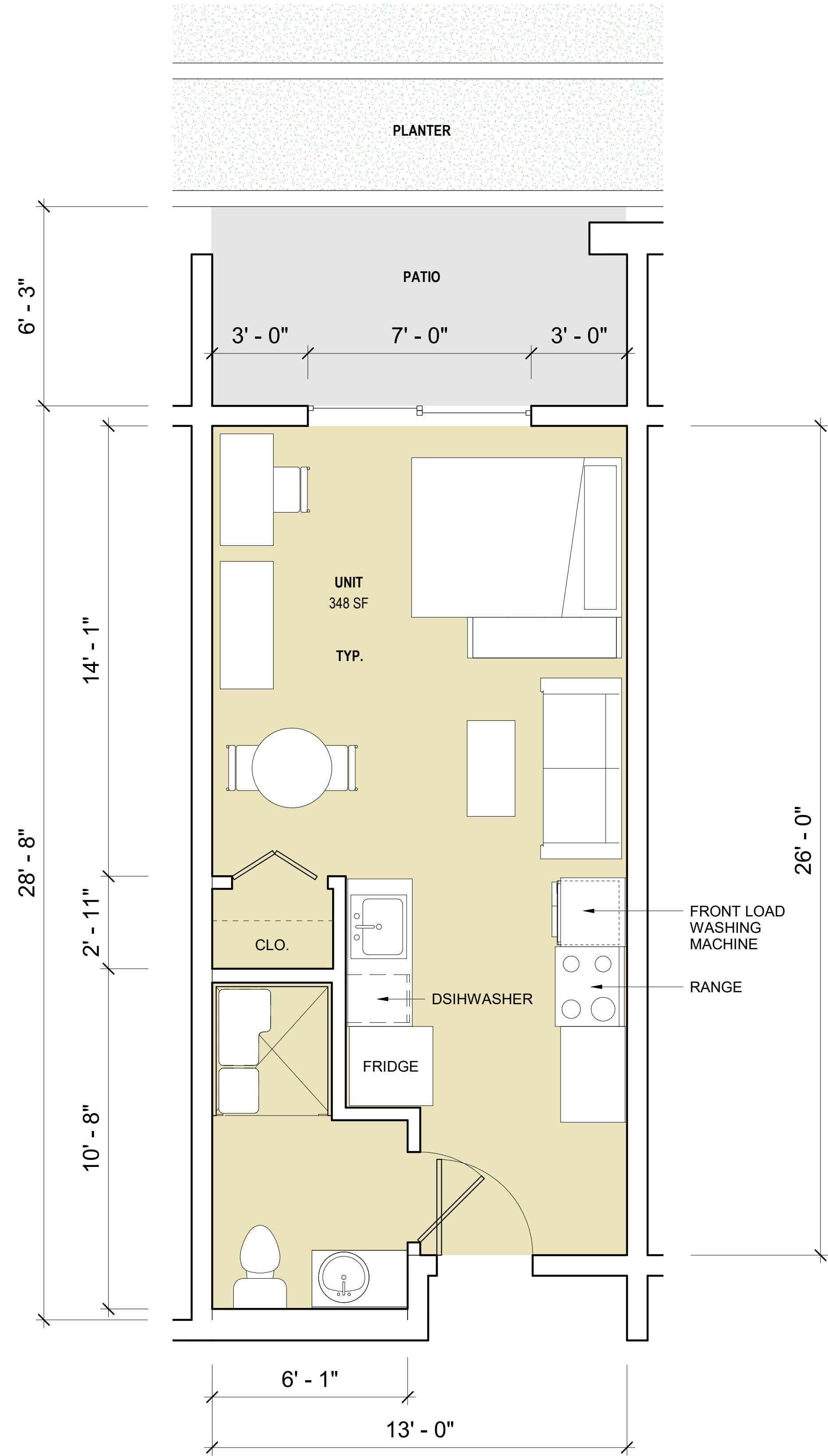


LONGITUDINAL SETION
SCALE: 3/32" = 1'- 0"





UNIT PLAN (TYP.)
SCALE: 3/8" = 1' - 0"



UNIT PLAN (TYP.) AT GROUND FLOOR
SCALE: 3/8" = 1' - 0"

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A16



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









SHEET NO.

A18

TREE LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS
	Arbutus 'Marina'	Marina Strawberry Tree	36"box	1		low 0.3
	Lophostemon confertus	Brisbane Box	24"box	4		low 0.3
	Olea europaea 'Wilsonii'	Wilson Fruitless Olive Tree	36"box	1		low 0.3
	Podocarpus e. 'Monmal'	Blue Ice Yellowwood	36"box	11		low 0.3

SHRUBS AND GROUND COVER LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS
	Bambusa oldhamii	Oldham Bamboo	5-gal	13		low 0.3
	Carex divulsa	Berkeley Sedge	5-gal	30"oc		low 0.3
	Chondropetalum elephantinum	Large Cape Rush	5-gal	22		low 0.3
	Dianella r. 'Little Rev'	Flax Lilly	5-gal	23		low 0.3
	Dietes bicolor	Fortnight Lily	5-gal	5		low 0.3
	Dietes iridioides 'Variegata'	Variegated Fortnight Lily	5-gal	31		low 0.3
	Hypericum x inodorum 'Kolros'		5-gal	5		low 0.3
	Juncus patens	Ca. Grey Rush	5-gal	15		low 0.3
	Muhlenbergia dubia	Pine Muhly	5-gal	81		low 0.3
	Senecio adonidifolius	Snappedragon Vine	1-gal	12"oc		low 0.3
	Senecio vitalis		1-gal	18"oc		low 0.3

Landscape Form items		
Item	Model	Color
Table	Cheap Chic square top	Flambe Orange
Chairs	Catena	Flambe Orange
Trash	Lakeside	Stainless Steel
Lounge chair	Chill	Flambe Orange

tel: 800.521.2546

NOTE:

All groundcover areas where plants are 3' oc or greater to have 2 layers of geotextile fabric in 2 different directions geotextile fabric installed 3" below finished grade w/ 3" shredded bark above to eliminate weed growth.

Waterproofing and drains in planters by others.

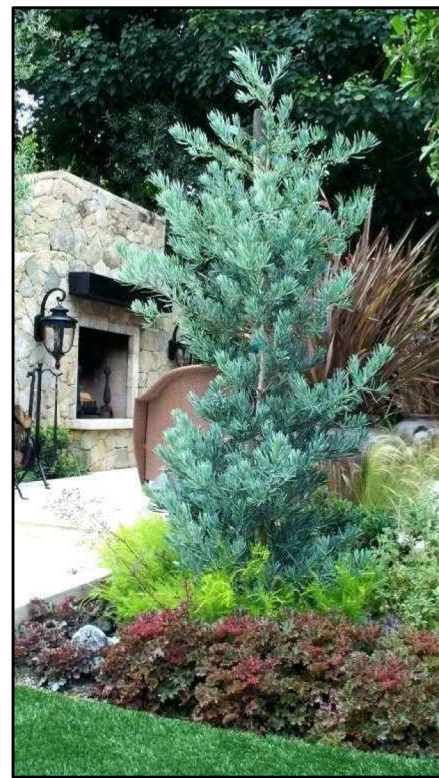
All trees to be planted with commercial root barriers.
2" deep shredded Cedar bark to spread between plants.



Arbutus 'Marina' / Marina Strawberry Tree



Olea europaea 'Wilsonii' / Wilson Fruitless Olive Tree



Podocarpus e. 'Monmal' / Blue Ice Yellowwood



Lophostemon confertus / Brisbane Box



Bambusa oldhamii / Oldham Bamboo



Carex divulsa / Berkeley Sedge



Chondropetalum elephantinum / Large Cape Rush



Dianella r. 'Little Rev' / Flax Lilly



Dietes bicolor / Fortnight Lily



Dietes iridioides 'Variegata' / Variegated Fortnight Lily



Juncus patens / Ca. Grey Rush



Muhlenbergia dubia / Pine Muhly



Sedum adolphii / Golden Sedum



Senecio vitalis



Hypericum x inodorum 'Kolpinot' / Floral Berry

PLANTING NOTES

- DRAWING IS DIAGRAMMATIC: CONTRACTOR TO VERIFY ALL LOCATIONS AND CONDITIONS ON SITE. COUNT ALL PLANT MATERIAL BEFORE BIDDING.
- CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS ON SITE AND LOCATE ALL EXISTING UTILITIES BEFORE CONSTRUCTION BEGINS.
- CONTRACTOR TO REPAIR AT HIS OWN EXPENSE ALL PROPERTY DAMAGE WHICH OCCURS DURING PROJECT INSTALLATION.
- NOTE ADDITIONAL REMARKS ON SPECIFIC PLANTS IN PLANT LIST.
- ALL EXISTING PLANT MATERIAL TO BE REMOVED EXCEPT WHERE NOTED ON PLAN.
- CONTRACTOR TO GUARANTEE ALL PLANT MATERIAL FOR 90 DAYS FROM THE DATE OF ACCEPTANCE BY OWNER. PALM TO BE GUARANTEED FOR THE PERIOD OF 1 YEAR.
- FINISH GRADE TO BE 2" BELOW ALL WALKS, CURBS, AND PAVING.

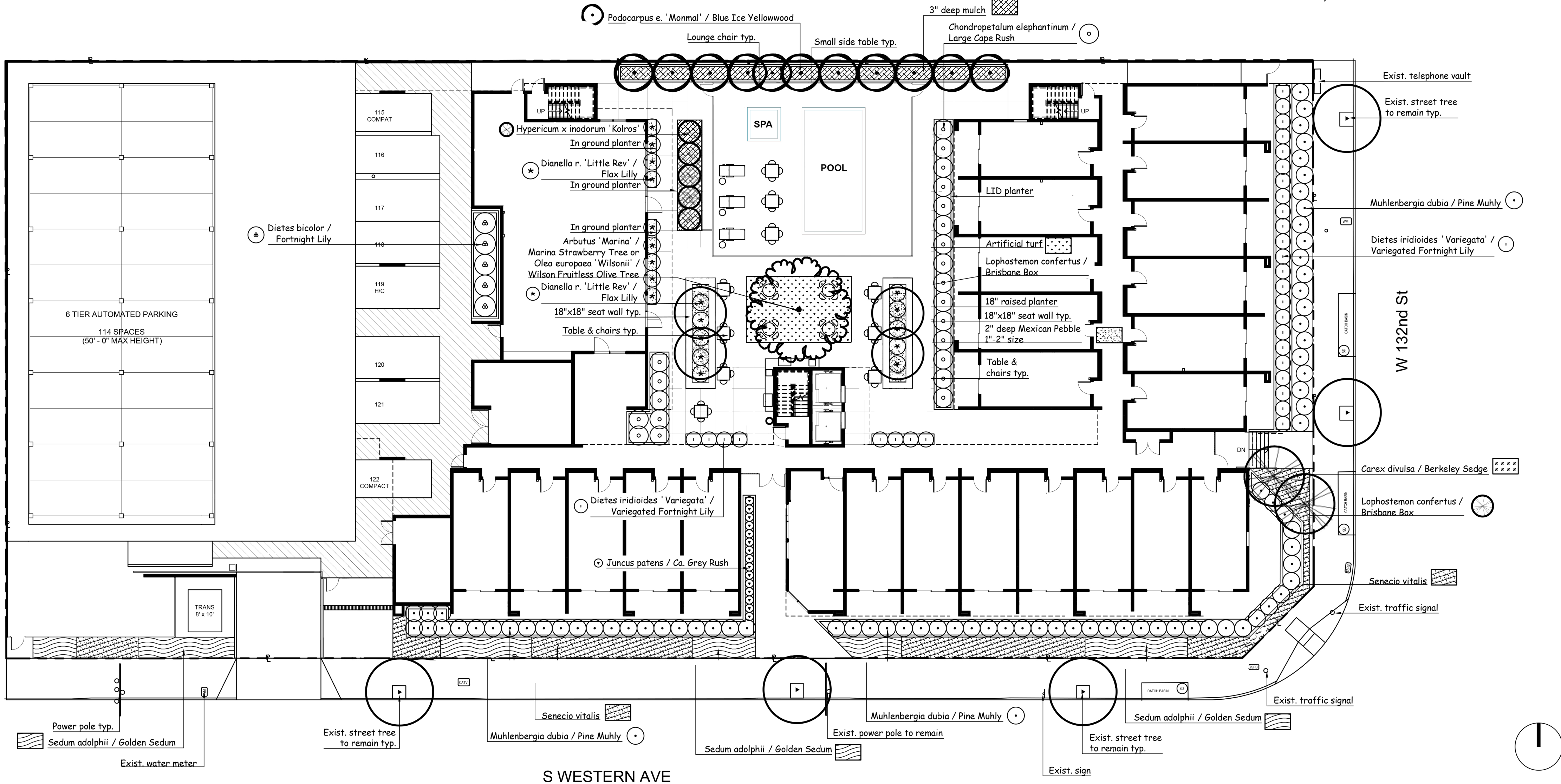
*150 LBS. GRO-POWER
*3 CU YDS NITROGENIZED, MINERALIZED FIR BARK
*ADD 8 LBS OF GRO-POWER CONTROLLED RELEASE 12-8-8 PER CU YD OF MIX.

- PLANT HOLE TO BE TWICE AS WIDE AND DEEP AS THE PLANT ROOT BALL. BACKFILL AND COMPACT TO 80 % SOIL OF SITE AND 20 % FIR BARK, AS DEFINED IN 48. PROVIDE GRO-POWER PLANT TABLETS AT THE FOLLOWING RATES:

5 GAL 6-9
24" box 14-16

PLACE RECOMMENDED TABLETS BETWEEN THE BOTTOM AND THE TOP OF THE ROOT BALL BUT NO HIGHER THAN 1/3 OF THE WAY UP TO THE TOP OF THE ROOT BALL. SPACE TABLETS EQUALLY AROUND THE PERIMETER OF THE ROOT BALL APPROXIMATELY 2" FROM THE ROOT TIPS. PALM TREES ARE NOT TO RECEIVE TABLETS.

- ALL PROPOSED SHRUBS AND GROUND COVER AREAS ARE TO BE TREATED WITH A PRE-EMERGENT WEED KILLER (EPTAM / RONSTAR). APPLY PER MANUFACTURER'S SPECIFICATIONS: A) IMMEDIATELY AFTER PLANTING, B) AT THE BEGINNING OF THE MAINTENANCE PERIOD, AND C) AT THE END OF THE MAINTENANCE PERIOD.
- CONTRACTOR TO INSTALL AND MAINTAIN LANDSCAPE PLANTING IN ACCORDANCE WITH THE GOVERNING AGENCY'S GUIDELINES AND SPECIFICATIONS UNLESS NOTED OTHERWISE IN THESE NOTES OR ON THE PLANS.
- SOIL SAMPLES TAKEN FROM VARIOUS LOCATIONS IN THE PLANTING AREAS WILL BE SENT TO A SOIL LAB FOR PROFESSIONAL ANALYSIS AND RECOMMENDATIONS FOR SOIL IMPROVEMENT. CONTRACTOR TO FOLLOW SOIL TESTING RECOMMENDATIONS.



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Yael
ASLA
Yael Lir Landscape Architects
1010 Sycamore Ave. Suite 313
South Pasadena, CA 91030
Tel 323.258.5222
Fax 323.258.5333
yael@yaellir.com

13126 WESTERN AVE.
GARDENA, CA 90249

FIRST FLOOR
PLANTING PLAN



DATE: JUNE 28, 2021
SCALE: 1/16"=1'-0"
JOB NUMBER: 224221
DRAWN BY:

SHRUBS AND GROUND COVER LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS
⊙	Chondropetalum tectorum	Cape Rush	5-gal	9		low 0.3
⊖	Euphorbia tirucalli 'Sticks on Fire'	Red Pencil Tree	5-gal	12		low 0.3
✱	Senecio mandraliscae		5-gal	24		low 0.3
⊙	Senecio vitalis		5-gal	19		low 0.3
★	Tradescantia zebrina 'Purpusii'	Wandering Jew	5-gal	11		low 0.3

Landscape Form items		
Item	Model	Color
Table	Cheap Chic square top	Flambe Orange
Chairs	Catena	Flambe Orange
Trash	Lakeside	Stainless Steel

tel: 800.521.2546

SELUX LIGHT LEGEND

SYM.	NAME	WATTS	FINISH	REMARKS
■	Ritorno Square Asymmetric	84	Silver	12' pole

Tel: 845.834.1400 Transformers/Timer by FX Luminaire:
T-1 LX-300-SS

LIGHTING NOTES

Landscape lighting system to be energized, and shut off by timer.
Use 12-2 wire on 12V system.
Fixtures shall be placed subsequent to planting.
Lamping shall be done upon completion of plant material installation
approved by the Landscape Architect.



Chondropetalum tectorum / Cape Rush



Euphorbia tirucalli 'Sticks on Fire' / Red Pencil Tree



Pole lighting



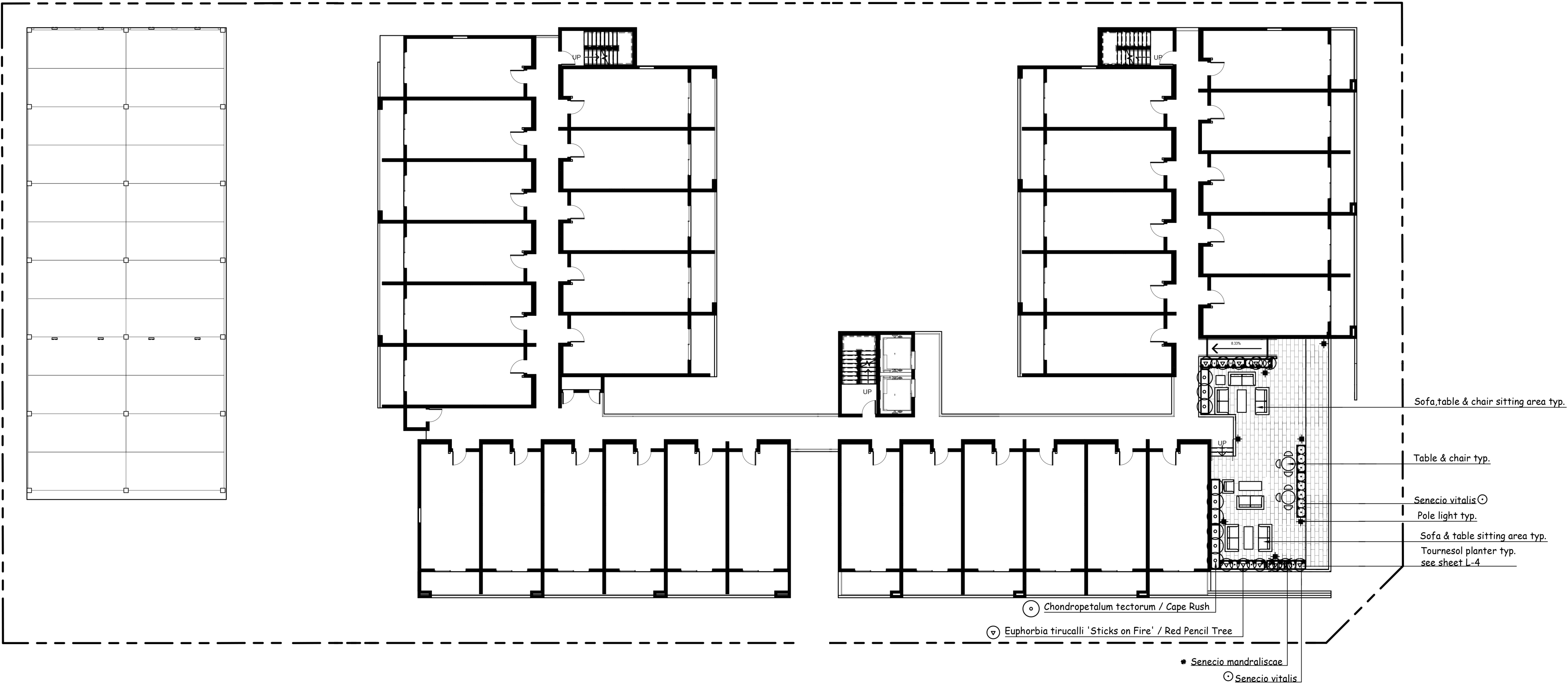
Senecio mandraliscae



Senecio vitalis



Tradescantia zebrina 'Purpusii' / Wandering Jew



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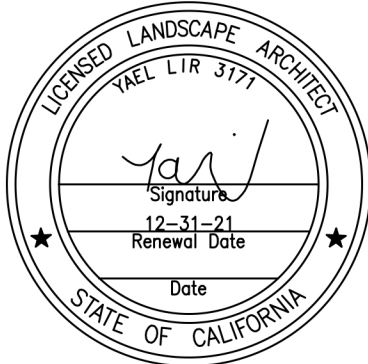
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Tel 323.258.5222
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13126 WESTERN AVE.
GARDENA, CA 90249

THIRD FLOOR
PLANTING PLAN



DATE: JUNE 28, 2021
SCALE: 1/16"=1'-0"
JOB NUMBER: 224221
DRAWN BY:

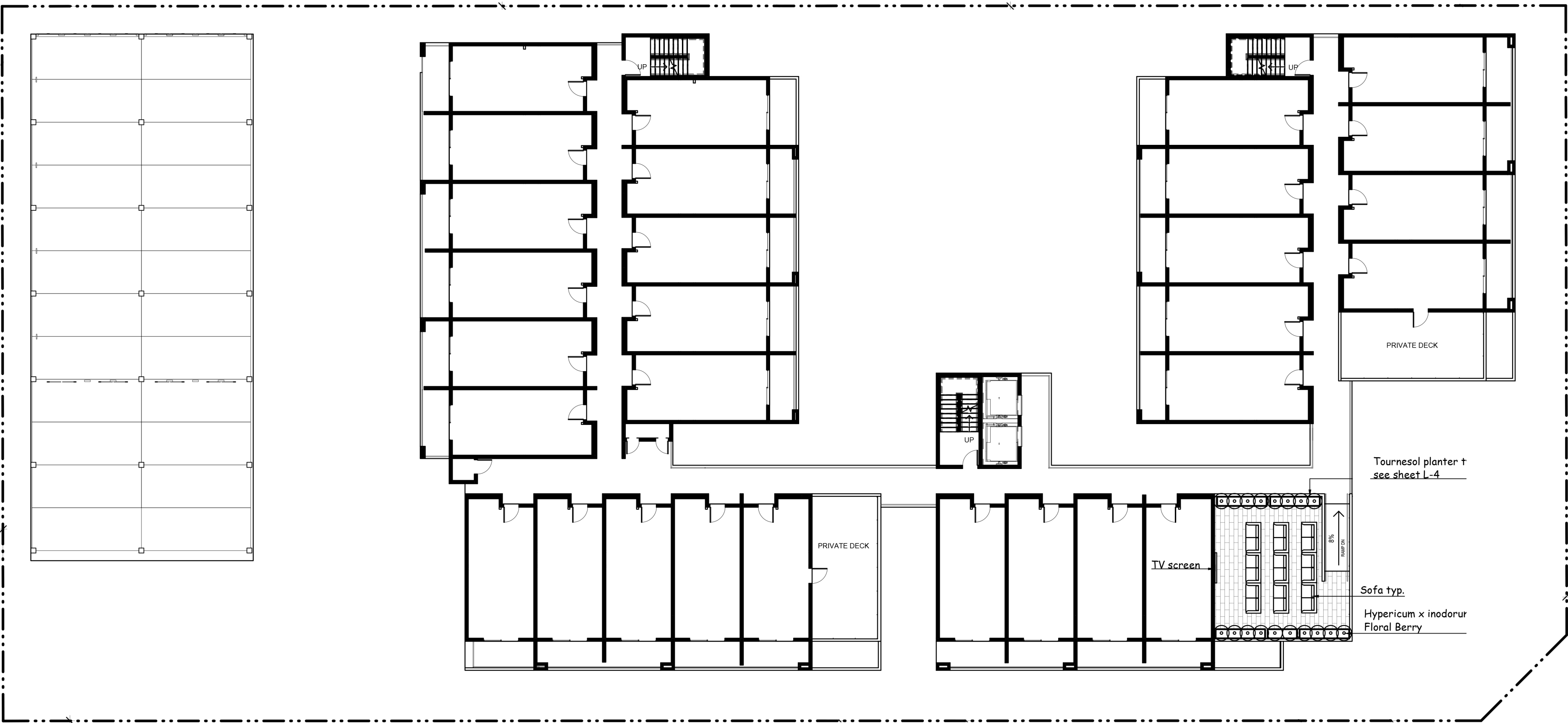
SHRUBS AND GROUND COVER LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS
☉	Hypericum x inodorum 'Kolpinot'	Floral Berry	5-gal	18		low 0.3

NOTES:
Waterproofing and drains in planters by others.



Hypericum x inodorum 'Kolpinot' /
Floral Berry



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Yael

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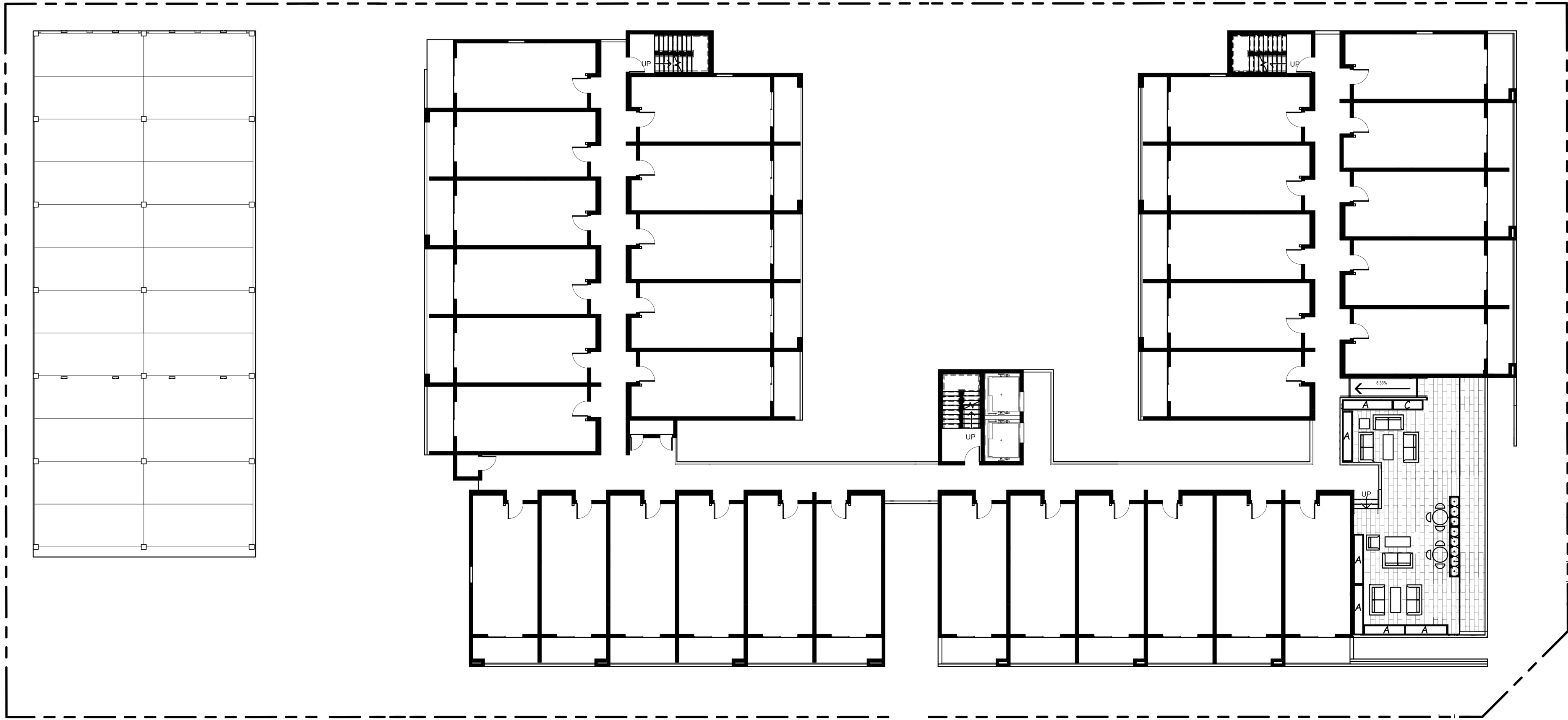
yael@yaellir.com

13126 WESTERN AVE.
GARDENA, CA 90249

FOURTH FLOOR
PLANTING PLAN

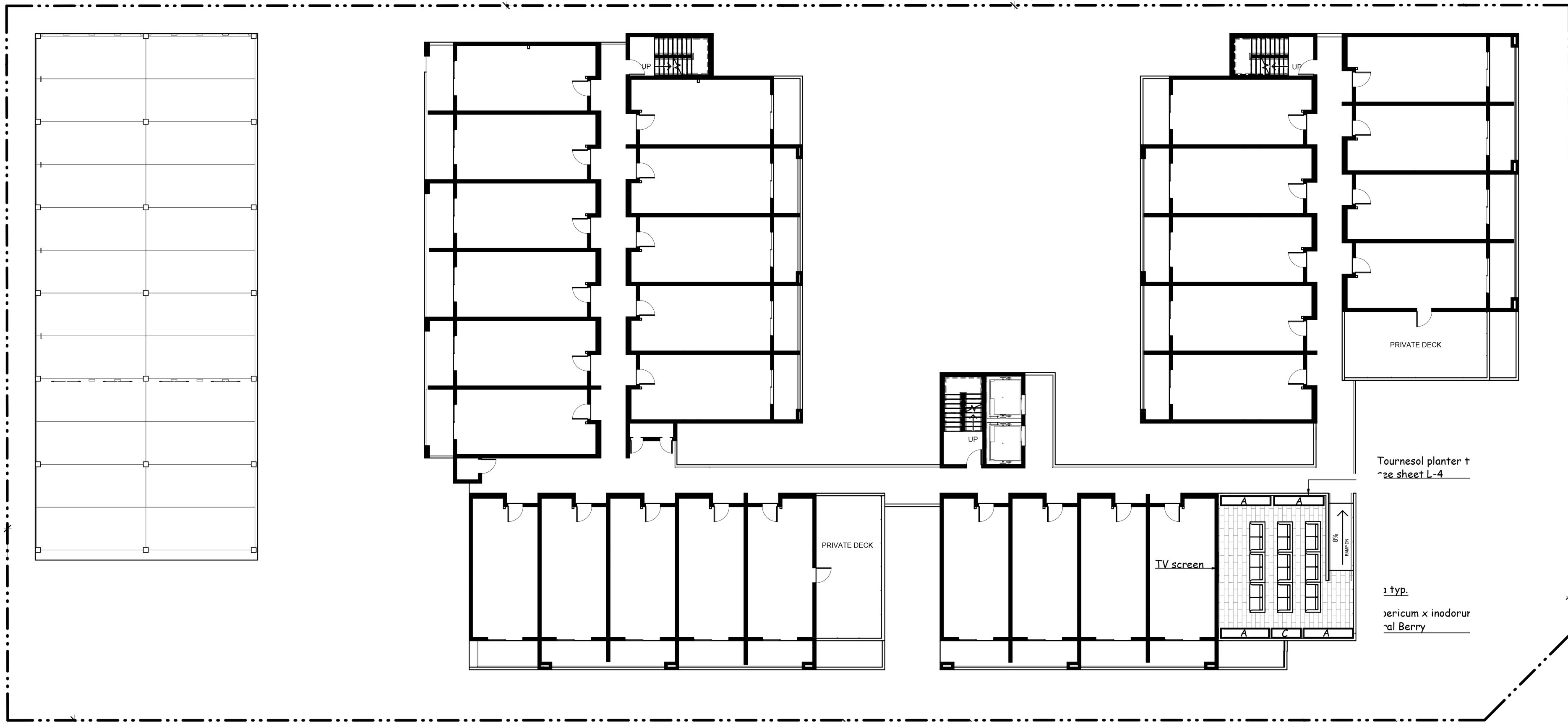


DATE: JUNE 28, 2021
SCALE: 1/16"=1'-0"
JOB NUMBER: 224221
DRAWN BY:



TOURNESOL PLANTER				
PLANTER	MAKE	MODEL	COLOR	
A	Wilshire	WR1202430	Shadow	rectangle
B	Wilshire	WR482430	Shadow	rectangle
C	Wilshire	WR722430	Shadow	rectangle

EVC-30 1.5" thick mat to be installed
at the bottom of planter and under.
www.tournesol.com
tel: 800.542.2282



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13126 WESTERN AVE.
GARDENA, CA 90249

FOURTH FLOOR
PLANTER LAYOUT



DATE: JUNE 28, 2021
SCALE: 1/16"=1'-0"
JOB NUMBER: 224221
DRAWN BY:

Figure 1: First Alternative Color Palette



Figure 2: Third Alternative Color Palette



Figure 3: Third Alternative Color Palette



CITY OF GARDENA
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

STAFF REPORT
RESOLUTION NO. PC 4-22
SITE PLAN REVIEW #5-21; CONDITIONAL USE PERMIT #5-21;
CONDITIONAL USE PERMIT #6-21
AGENDA ITEM #5.A

DATE: February 15, 2022

TO: Chair Langley and Members of the Planning and Environmental Quality Commission

FROM: Greg Tsujiuchi, Director of Community Development

Prepared by: Amanda Acuna, Senior Planner

APPLICANT: West Realty Group, Inc. (Representative: Lee John son)

LOCATION: 13126 S. Western Avenue (APN: 6102-006-013)

REQUEST: The applicant requests the following to develop a 121-unit single room occupancy housing development, with seven affordable units, on a one-acre property:

1. Site Plan Review (SPR #5-21) to construct a four-story residential building for 121 single room occupancy units fronting Western Avenue;
2. Conditional Use Permit (CUP #5-21) to permit the construction of a single room occupancy (SRO) residential development in the Industrial (M-1) zone;
3. Conditional Use Permit (CUP #6-21) to permit the construction of two, six-tier automated parking structures per Section 18.40.080B.5 of the Gardena Municipal Code;
4. Density Bonus to allow the density increase and FAR increase as the project includes seven affordable, very low-income units; and
5. Direct staff to file a Notice of Exemption for a Class 32 exemption pursuant to CEQA Guidelines section 15332 for an in-fill development project.

BACKGROUND/SETTING

On July 30, 2021, the applicant West Realty Group, Inc., represented by Lee Johnson, submitted an application for a site plan review and conditional use permit to construct the 121-unit single room occupancy (SRO) housing development, including seven affordable

units, on the property at 13126 S. Western Avenue. After review of the application, staff determined a second conditional use permit to allow the use of two automated parking structures was needed.

The subject property is a one-acre, rectangular shaped lot that is developed with a 2,100-square-foot (sf) convenience store and a 10,080-sf industrial building for an automobile repair facility. The property is located towards the northern end of the City at the northeast corner of Western Avenue and West 132nd Street (Figure 1: Vicinity Map). The property is zoned Industrial (M-1) and is bounded by the same zoning district to the north and east, and the General Industrial (M-2) zone to the south and west (Figure 2: Zoning Map). Adjacent land uses include manufacturing, warehousing, and professional office spaces.

Figure 1: Vicinity Map

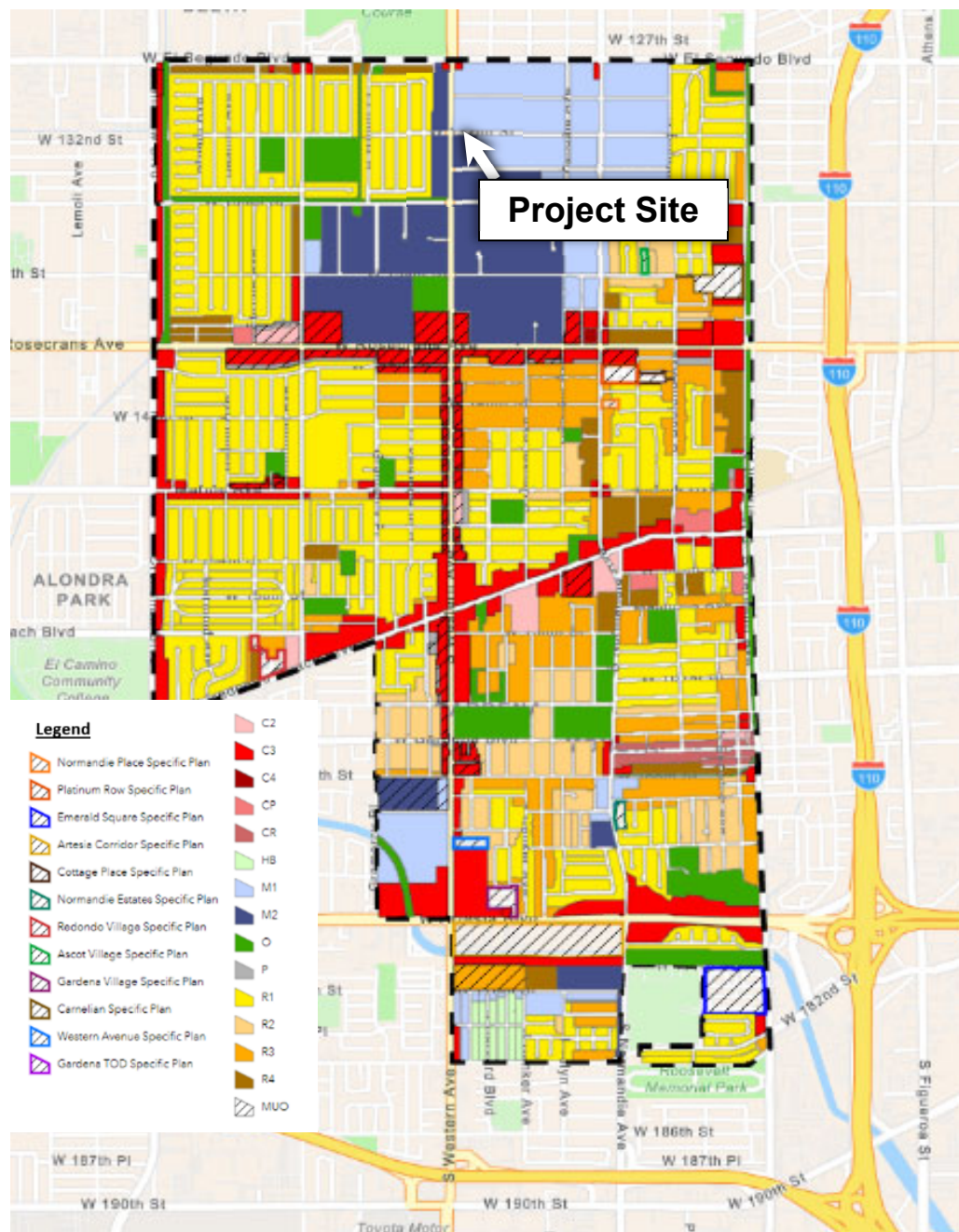
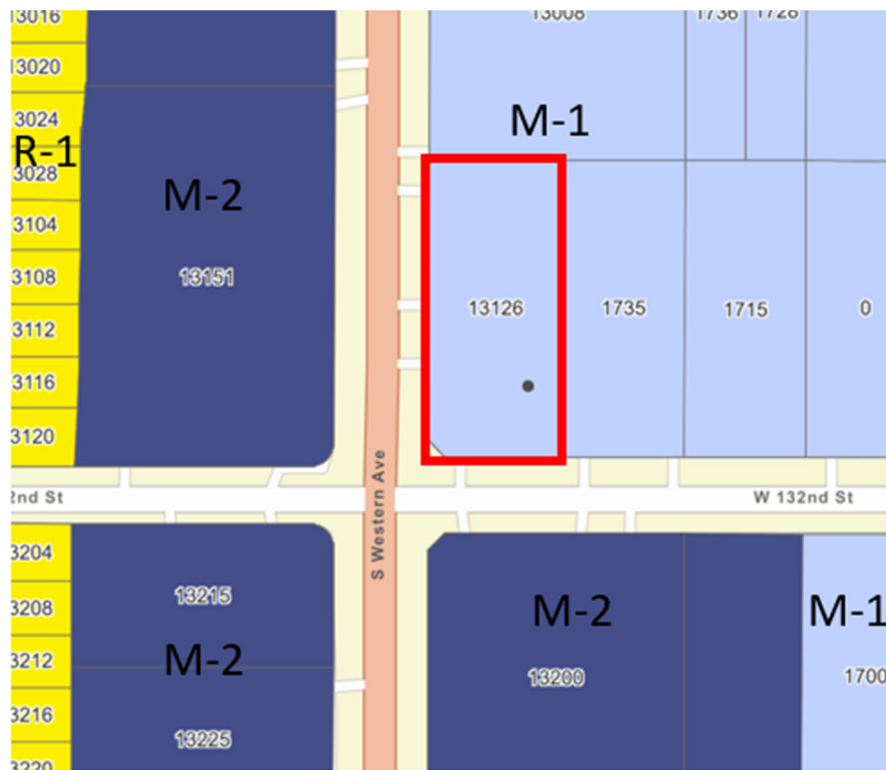


Figure 2: Zoning Map



PROJECT DESCRIPTION

The applicant is proposing to demolish all existing structures and construct a new 54,416-sf, four-story, multifamily residential building, containing 121 SRO rental units, inclusive of a manager's unit. Each will have a floor area of 350-sf and include a kitchen, full bath and personal washer. The new residential building is oriented towards the corner of Western Avenue and West 132nd Street. Communal facilities, including outdoor courtyard, pool and spa, fitness room and indoor recreational space are located towards the center of the development (Figure 3: Site Plan). Additionally, each unit has a private balcony or patio, and outdoor common decks will be provided on the second and third floors. Most of the parking is situated within the two six-tier automated parking structures located on the north end of the lot. Additionally, eight covered parking spaces, including three accessible spaces, will be provided on the ground floor.

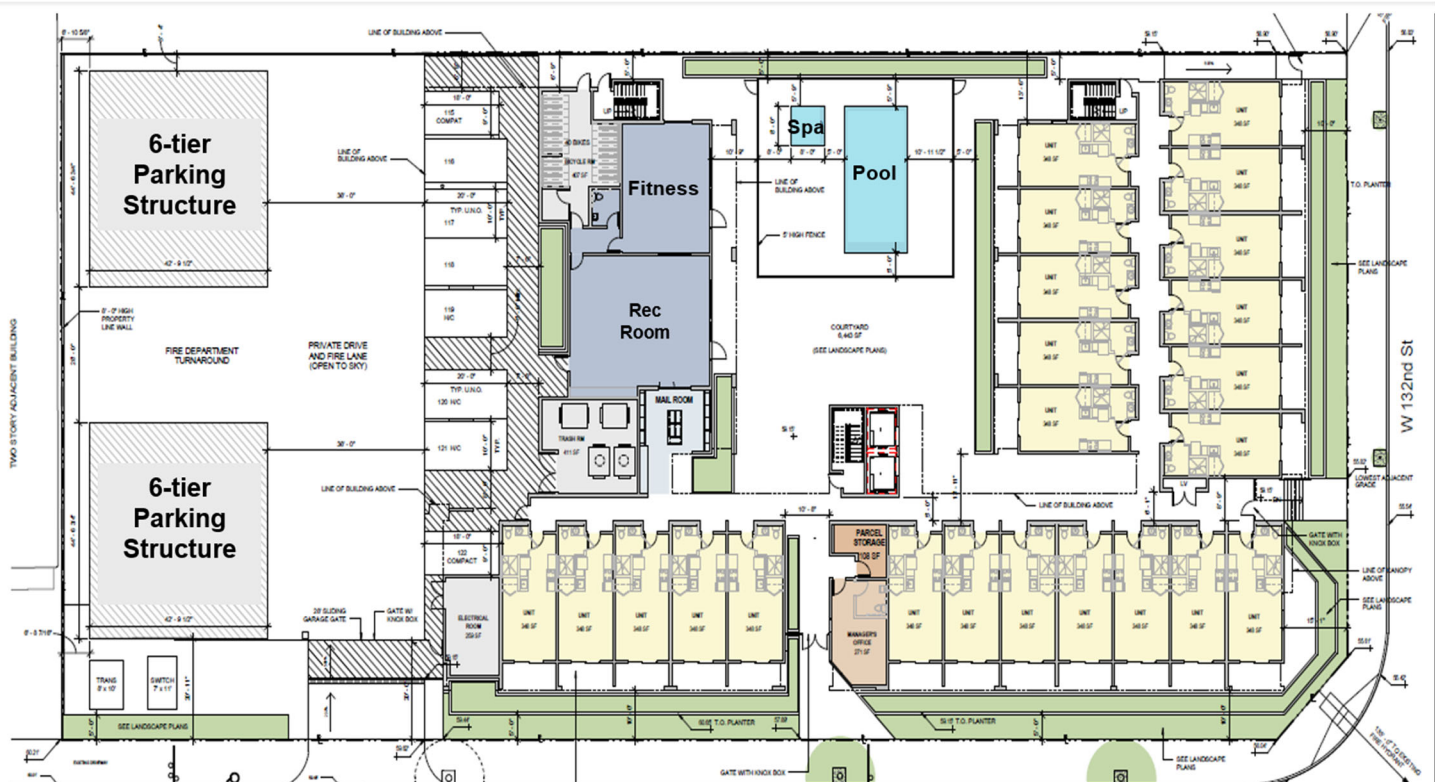
The proposed structure is of contemporary architectural style. Ground floor units are setback ten feet from the property line and separated by a landscape buffer. The building is stepped back four stories to two stories at the southwest corner, which helps reduce the buildings massing, while emphasizing the ground-level elements.

The applicant's proposal includes seven affordable units, at a very-low-income level. In accordance with the State's Density Bonus law, the applicant is requesting an increase in density and waiver of development standards to construct 121 SRO units and two automated parking structures. The project's density and development standards are

To allow for the construction of the 121-unit single room occupancy housing development, with seven affordable units, the applicant is seeking approval of the following entitlements:

1. Site Plan Review (SPR #5-21) to construct a four-story residential building for 121 single room occupancy units fronting Western Avenue;
2. Conditional Use Permit (CUP #5-21) to permit the construction of a single room occupancy (SRO) residential development in the Industrial (M-1) zone;
3. Conditional Use Permit (CUP #6-21) to permit the construction of two, six-tier automated parking structures per GMC Section 18.40.080B.5;
4. Density Bonus to allow the density increase and FAR increase as the project includes seven affordable, very low-income units; and
5. Direct staff to file a Notice of Exemption for a Class 32 exemption pursuant to CEQA Guidelines section 15332 for an in-fill development project.

Figure 3: Site Plan



ANALYSIS

SITE PLAN REVIEW #5-21

In accordance with GMC Section 18.44.010.B, site plan review is required for all development projects that front Western Avenue. Site plan review approval requires the following findings to be made: (1) the development is consistent with the intent and purpose of the general plan and provisions of the municipal code, and (2) the development will not adversely affect the orderly and harmonious development of the area and the general welfare of the City. Therefore, the following analysis is presented to describe the proposed project and any anticipated effects it may have on other properties in the vicinity and the city as a whole.

The subject property is located in the M-1 zone. The proposed structure complies with the development standards of the M-1 zone set forth in GMC Chapter 18.36 (Table 1: Development Standards).

Table 1: Development Standards

Development Standard	M-1 Zone Requirement	Project Proposal	Project Compliant?
Maximum Floor Area Ratio (FAR)	1.0	1.25	Waiver under Density Bonus Law
Minimum Unit Sizes	150-sf	350	Yes
Maximum Unit Sizes	350-sf	350	Yes
Building Height			
SRO Building	65 ft	46 ft 10 in.	Yes
Parking Structures		50 ft	Yes
Setback			
Front	10 ft	10 ft	
Side	10 ft	10 ft	Yes
Rear	0 ft	6.8 ft	
Landscaping			
Street frontage	First 10 ft	First 10 ft	Yes
Maximum Height of Walls/Fencing	8 ft	8ft	Yes
Minimum Common Area			
10-sf/du	1,210-sf	Private: 9,314 Common: 8,080	Yes

Development Standard	M-1 Zone Requirement	Project Proposal	Project Compliant?
Total: 17,394			
Parking			
1 space/du	120 spaces	Total: 122 spaces	Yes
2 spaces/residential manger unit	2 spaces		

In accordance with GMC Section 18.36.030 an SRO project shall provide parking at a rate of one parking space per unit plus an additional two spaces for the resident manager. The project includes 120 SRO units plus one manger's unit, therefore, requiring a total of 122 spaces. The applicant meets the parking requirements by providing two automated parking structures that contain the capacity for 57 spaces each, plus eight spaces, including three accessible spaces, at ground level. In accordance with GMC Section 18.40.080, a conditional use permit is required for all mechanical vehicle storage. Therefore, the applicant's request includes approval of a conditional use permit for the two six-tier parking structures.

Each SRO unit will have a size of 350-sf, the maximum allowed per the Gardena Municipal Code. Each unit includes a kitchen, full bath, and personal washing machine. Additionally, each unit will have their own private balcony or deck and access to communal open spaces such as outdoor courtyards, pool and spa, fitness room and multipurpose room. The project exceeds the open space requirements for a SRO development, providing a total of 17,394-sf split up between private and common spaces.

As shown, the project meets or exceeds all of the minimum development standards of the M-1 zone, therefore, the development will not adversely affect the orderly and harmonious development of the area and the general welfare of the City.

The General Plan Land Use Plan designates the subject property as Industrial. Allowing the 121-unit single room occupancy housing development would be consistent with various goals and policies of the General Plan including the following:

Table 2: General Plan Consistency

Table 2a – Land Use

<u>LU Goal 1</u> Preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high quality housing types in the City.	
LU 1.1: Promote sound housing and attractive and safe residential neighborhoods.	The project design is of high-quality, with a well-articulated building and pedestrian orientated environment that creates an attractive and safe residential neighborhood.
LU 1.5: Provide adequate residential amenities such as open space, recreation,	The property provides an abundant amount of open space which includes, open decks,

off-street parking and pedestrian features in multifamily residential developments.	outdoor courtyards, private balconies, a pool and spa, fitness room and multipurpose room. The project includes a total of 17,394-sf of open space.
LU 1.9: Allow well designed and attractive residential mixed-use development to occur on existing underutilized commercial/industrial blocks designed as Mixed-Use Overlay.	While the development is not located in the Mixed-Use Overlay zone, it is a well-designed and attractive residential development on an existing underutilized industrial property.

Table 2b – Community Design Plan**DS Goal 2 Enhance the aesthetic quality of the residential neighborhoods in the City.**

DS 2.3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.	The building is stepped back four stories to two stories at the southwest corner, which helps reduce the building massing. The building mass and design act as a transition to the scale of the surrounding neighborhood.
DS 2.10: Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a “greener” environment for residents and those viewing from public areas.	The building is setback ten feet from the property line and separated by a landscape buffer that includes various plants and shrubs. In the common outdoor courtyard, there are multiple trees of various sizes, as well as raised planters that help created a greener environment for the residents.
DS 2.11: Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve the quality of the project and to create more attractive and livable spaces for residents to enjoy.	The project provides common open space through open decks, outdoor courtyards, a pool and spa, fitness room and a multipurpose room.
DS 2.9: Integrate new residential developments with the surrounding built environment, in addition, encourage a strong relationship between the dwelling and the street	The residential development uses landscape setbacks from public rights-of-way and stepped building design that reduces the scale of the building, while emphasizing the ground-level elements. The parking structures buffer the residential development from the industrial uses to the north.

Table 2c – Circulation Plan

CI Goal 1 Promote a safe and efficient circulation system that benefits residents and businesses and integrates with the greater Los Angeles/South Bay transportation system.	
CI 1.1: Prioritize long-term sustainability for the City of Gardena, in alignment with regional and state goals, by promoting infill development, reduced reliance on single-occupancy vehicle trips, and improved multi-modal transportation networks, with the goal of reducing air pollution and greenhouse gas emissions, thereby improving the health and quality of life for residents.	The project is an infill project in a high-quality transit area.
CI Goal 3 Develop Complete Streets to promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities.	
CI 3.3: Maintain and expand sidewalk installation and repair programs, particularly in areas where sidewalks link residential neighborhoods to local schools, parks, and shopping areas.	As a condition of approval, the applicant will be required to replace the sidewalk in front of the project site.

Table 2d – Conservation Plan

CN Goal 2 Conserve and protect groundwater supply and water resources.	
CN 2.2: Comply with the water conservation measures set forth by the California Department of Water Resources.	The project will be conditioned to ensure that the landscape and irrigation plans comply with the State's Water Efficient Landscape Guidelines, as adopted by the Gardena Municipal Code.
CN Goal 3 Reduce the amount of solid waste produced in Gardena.	
CN 3.1: Comply with the requirements set forth in the City's Source Reduction and Recycling Element.	The Applicant will be required to prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant/developer shall enroll in the city's waste diversion program.

CN Goal 4 Conserve energy resources through the use of technology and conservation methods.

CN 4.2: Require compliance with Title 24 regulations to conserve energy.	The project will be conditioned to comply with the current California Building Code, which includes the CalGreen Code.
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Table 2e – Public Safety Plan

PS Goal 2 Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.

PS 2.3: Require compliance with seismic safety standards in the Unified Building Code.	The project will be conditioned to comply with the current California Building Code relating to seismic safety.
PS 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.	The applicant is required to submit and comply with a Geotechnical investigation.

Table 2f – Noise Plan

N Goal 3 Develop measures to control non-transportation noise impacts.

N 3.1: Require compliance with a quantitative noise ordinance based on the Model Noise Ordinance developed by the (now-defunct) State of California Office of Noise Control.	The project will be conditioned to show compliance with interior noise standards.
N 3.3: Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.	The project will be conditioned to comply with the City's hours of construction. Additionally, the project is conditioned on implementing noise reduction methods.

Table 2g – 2021-2029 Housing Element

GOAL 2.0 Provide opportunity for increasing the supply of affordable housing within the City with special emphasis on housing for special needs groups.

Policy 2.2: Provide incentives for new housing construction, to encourage the production of affordable units. Encourage provision of units of various sizes to accommodate the diverse needs of the community, including seniors, students and young workers, and large households.	<p>The project will create a new 121 SRO each with a floor area of 350-sf. Each unit will have dishwasher, front loading washing machine and private balcony or patio. The project also includes seven affordable units, at a very-low-income level, that will have the same high-quality design of the other SRO units.</p> <p>This project helps satisfy the City's RHNA allocation of 5,735 units including 1,485 very low units.</p>
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GOAL 5.0 Promote equal opportunity for all residents to reside in the housing of their choice.

Policy 5.2: Provide a range of housing options, locational choices, and price points to accommodate the diverse needs in Gardena and to allow for housing mobility

Each unit is a 350 square foot, self-sufficient unit and allows for a maximum of two residents per unit. The majority of the housing stock in the City is single family, townhome/condo, or apartments. The proposed project will offer a more compact housing type that can adapt to meet ADA standards.

Subject to the approval of the site plan review and the issuance of the conditions of approval, the proposed use will be consistent with the General Plan and Gardena Municipal Code, compatible with the surrounding area, and will not be detrimental to the public health, safety, or welfare

DENSITY BONUS

The applicant has proposed to provide seven affordable, very-low-income units. Under the Density Bonus Law (Government Code § 65915), the project qualifies for increased density. The amount of the density bonus is set on a sliding scale based upon the percentage of affordable units at each income level. In addition to the density bonus, the applicant is entitled to waivers to development standards or modification of the Zoning Code. Density Bonus Law is a state mandate, therefore, a developer who meets the requirements of the law is entitled to receive the density bonus and other benefits as a matter of right. The following is a breakdown of the density bonus calculation for this project.

Density Bonus Calculation

The State's Density Bonus Law allows a 20% density bonus for residential projects that provide 5% of affordable units at a very-low income, and then an additional 2.5% increase for every 1% above the threshold – up to a maximum of a 35% density bonus.

The subject property is located in the M-1 zone. The M-1 zone does not have a maximum density for SRO developments, however, does include other development provisions such as maximum floor area ratio (FAR), setbacks, and building height requirements that could limit the amount of SRO units allowed on a property. For the subject property the applicant determined a total 97 SRO units of 350-sf each, could be developed on the lot, with meeting all applicable development standards on the property. Out of the 97 SRO units, seven units were set aside for very-low-income units. Therefore, the base project included a total of 7% percent of affordable housing, which would allow the project to have a density bonus of 25%.

As shown in Table 3, the project qualifies for a 25% density increase, or 25. With the base number of units being 97, the project could develop a total of 122 SRO units on the lot. The applicant is proposing to develop 121 SRO units, including the seven affordable units, therefore, the project's density is compliant with the Density Bonus Law.

Table 3: Summary of Density Bonus

Base number of units allowed by-right	97 units
Lot Size	1 acre
Number of Affordable Units	7 Very Low-Income Units
Percentage of Very Low-Income Units	7%
Density Bonus for 7% Very Low-Income	25% (from table in GMC 18.43.040.A)
Density Bonus Units (97 x 25% = 24.25)	25
Total units (97 original + bonus units)	122

Waiver from Maximum FAR

In accordance with GMC Section 18.43.060, the City shall not apply any development standards that will have the effect of physically precluding the construction of an affordable housing development. Under the State's Density Bonus Law, the applicant is requesting a waiver to allow the increase in floor area ratio (FAR) of the project. The subject property is located in the M-1 zone, which allows a maximum FAR of 1.0. The subject property has a size of approximately one acre or 43,560-sf. The proposed four-story residential building has a floor area of 54,416-sf. Therefore, the project has a total FAR of 1.25. In order to develop to the 25% increase in density that is allowed under State Law, the applicant is requesting a 25% increase to the FAR. The City may only deny the waiver if it finds that there is substantial evidence:

1. It would have a specific, adverse impact upon the public health or safety which cannot be mitigated;
2. It would have a specific adverse impact on the physical environment which cannot be mitigated;
3. It would have a specific adverse impact on historical property; or
4. It would be contrary to law.

Allowing the 25% increase in FAR would not adversely impact the public health or safety of the city or the physical environment. The project is designed to integrate the new residential development with the surrounding built environment, and in addition, to encourage a strong relationship between the dwelling and the two street frontages. The property and existing buildings do not include any historical resources. Lastly, requiring the development to meet the required FAR standard would physically preclude the project at the approved density so a waiver of FAR requirements should be granted.

CONDITIONAL USE PERMIT #5-21

Per GMC Section 18.36.030.P, a conditional use permit is required for all single-room occupancy uses in the M-1 zone.

In order to grant a conditional use permit, the Planning Commission must make the following findings:

1. That the use if one for which a conditional use permit is authorized;

As set forth under GMC Section 18.36.030.P, SRO units are subject to a conditional use permit.

2. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;

Under the recently adopted 2021-2029 Housing Element, the City of Gardena was allocated a regional housing need of 5,735 residential units for the eight-year period, including 1,485 very low income units. The subject project would assist the City in reaching this allocation and continue to provide different housing options. As shown above the property will be compatible with various goals and policies of the City's Land Use Plan, Community Design Plan, Circulation Plan, Conservation Plan, Public Safety Plan, Noise Plan, and Housing Element.

3. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;

The property has a dimension of 141 feet by 310 feet. As shown above, the project meets or exceeds all of the minimum development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking.

4. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use; and

The Circulation Plan of the Gardena General Plan designates Western Avenue as an arterial roadway and West 132nd Street as a collector roadway. Arterial roadways are designed to connect traffic from smaller roadways to freeway interchanges and regional roadway corridors and are the principal urban thoroughfares of the City. Collector roadways are intended to provide general access to all types of land uses. The use of the property for 121 units is not expected to generate more traffic than the existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the proposed use.

5. That the conditions stated in the decision are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval for Conditional Use Permit #5-21, will ensure that the SRO development will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

GMC Section 18.36.030P.11, requires that a management plan be approved by the Planning Commission for SRO developments. The management plan must address the management and operation of the facility, rental procedures, safety and security of the residents and building maintenance. Additionally, the Code requires a 24-hour resident manager for any SRO with at least 10 units.

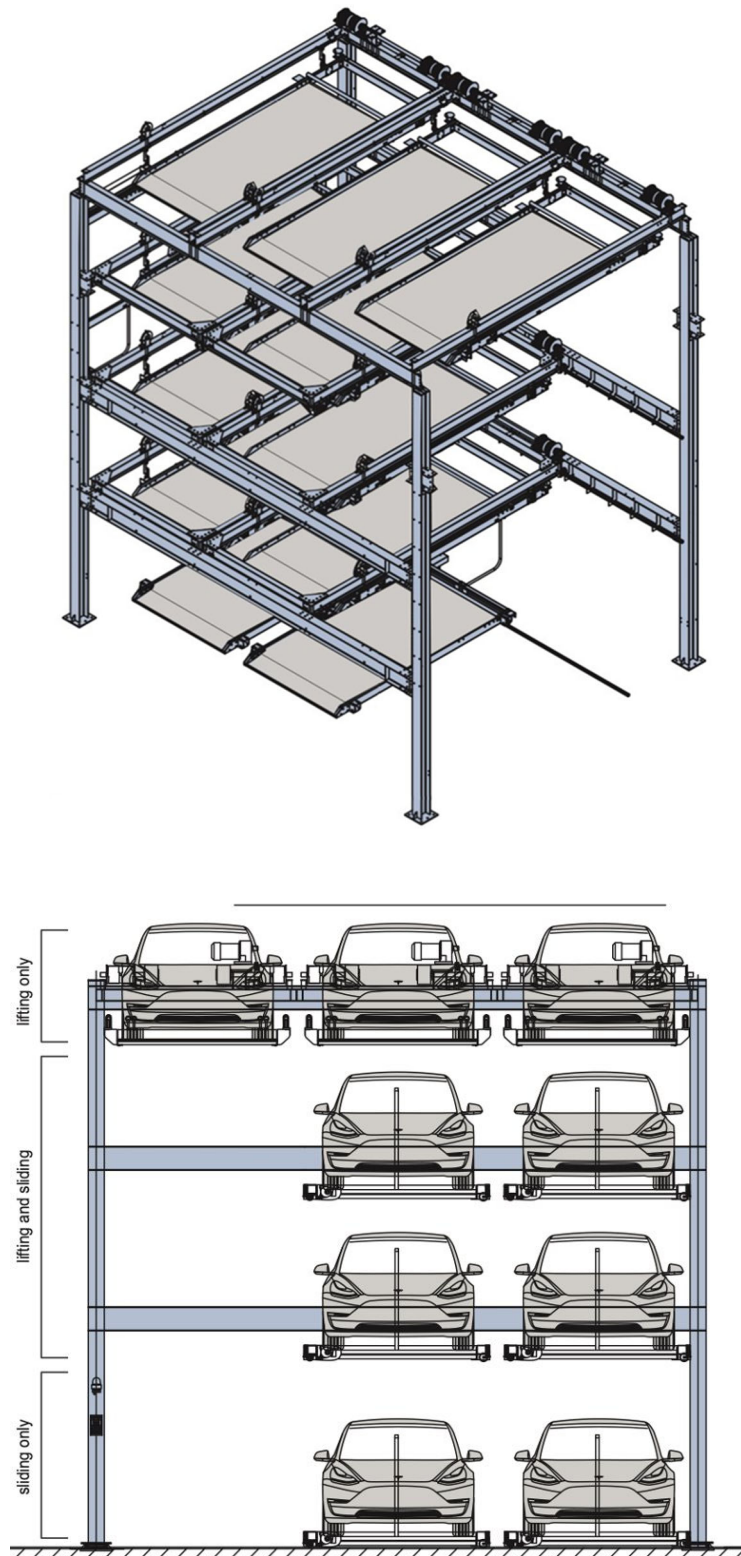
The Management Plan is attached as Exhibit C to Resolution No. PC 4-22, and staff finds that it complies with the Code requirements.

CONDITIONAL USE PERMIT #6-21

GMC Section 18.40.080.B.5, allows parking flexibility through valet parking, mechanical vehicle storage, shared parking, and other configurations, pursuant to obtaining a conditional use permit. As such, the applicant is requesting an additional conditional use to permit the construction of two six-tier automated parking structure as part of the project.

Each parking structure will have the capacity to store 57 vehicles, for a total of 114 parking spaces. The parking structures use a mechanical parking system that helps to stack cars on multiple vertical levels resulting in maximizing the space for parking and saving valuable land (Figure 4: Parking Structure). Each individual parking spot is a moveable platform that the system can lift, slide sideways, or a combination of both. In addition to the parking spaces within the automated structure, eight covered parking spaces, including three accessible spaces, will be provided on the ground floor.

Figure 4: Parking Structure



In order to grant a conditional use permit for the automated parking structures, the Planning Commission must make the following findings:

1. That the use is one for which a conditional use permit is authorized;

GMC Section 18.40.080.B.5 allows for parking flexibility through mechanical vehicles storages, pursuant to a conditional use permit. Therefore, the application's request for a conditional use permit is deemed proper and, if approved, will authorize the applicant to construct two automated parking structures.

2. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;

Allowing the six-tier automated parking structures would allow the project to meet the minimum parking requirements in less space than a traditional surface parking lots or garages would require. Automated parking structures utilizes the land more efficiently as they do not need ramps for drivers to get in and out of spaces, making it more desirable for developments in the City. Additionally, the six-tier automated parking structures do not need to be as tall as a traditional six-story parking structure. The two automated parking structures will also be conditioned to provide screening on the west and south elevations, to screen away from public rights-of way. As shown above, the development is consistent with various goals and policies of the General Plan which are in part made possible by being able to utilize this more efficient system. The automated parking structure will not be detrimental to the surrounding properties, existing uses or to uses specifically permitted in the M-1 zone.

3. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;

The property has a dimension of 141 feet by 310 feet. As shown above, the project, including the automated parking structures, meets or exceeds all of the minimum development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking.

- 4. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use; and**

The Circulation Plan of the Gardena General Plan designates Western Avenue as an arterial roadway and West 132nd Street as a collector roadway. The parking structures are accessory uses to that of the SRO residential development and do not add traffic above that of the SRO units themselves. The primary use of the 121 SRO units is not expected to generate more traffic than existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the proposed use.

- 5. That the conditions stated in the decision are deemed necessary to protect the public health, safety and general welfare.**

The conditions of approval for Conditional Use Permit #6-21, will ensure that the automated parking will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

NO NET LOSS, 2021-2029 HOUSING ELEMENT:

In accordance with Government Code section 65583, each city's housing element must include an inventory of land suitable and available for residential development to meet the locality's housing need for each of the designated income levels of the assigned regional housing need. Additionally, if the City allows development of a site with less units by income level than identified in the housing element for that site, the City must make written findings supported by substantial evidence as to whether there are remaining sites identified in the housing element to accommodate the City's share of regional housing needs, including a quantification of the remaining unmet need for each income level.

The subject property is identified in the 2021-2029 Gardena housing element for a housing development that would include 15 lower income units, 4 moderate income units, and 11 above moderate-income units. The subject project includes seven affordable units at the very-low-income level, while the remaining 114 units would be at above moderate income. As shown in Table 4, the project will meet the above moderate housing units that were identified for the site and provide seven out of the 15 identified lower income units. While the project is providing more overall units than identified in the housing element, the project does not provide the total lower and moderate-income units assumed.

Table 4: Housing Sites and Income Distribution

	Address	Lower Income Units	Moderate Income Units	Above Moderate Income Units	Total Units

Identified in Housing Element	13126 S WESTERN AVE	15	4	11	30
Provided		7		114	121
Remaining		8	4		

The City was allocated a regional housing need of 5,735 units to plan for the 2021-2029 planning period, broken down as follows: very low/low-income – 2,246 units; moderate-income – 894 units; and above moderate-income – 2,595 units. However, the housing element plans for a total of 7,399 units, exceeding the City's allocation by 1,664 units or 29%. This buffer was necessary in order to address the no net loss requirement, of maintaining an adequate inventory of sites. While the project is not providing the number of housing units of each identified income level as assumed in the housing element, there are more than sufficient sites remaining that are identified in the housing element to accommodate the City's share of regional housing for the 2021-2029 planning period (Table 5: No Net Loss Calculation).

The City is in the beginning of the 2021-2029 housing period, and the first reported progress in reaching the regional housing need has not been completed at this time. However, the housing element does identify several residential development projects with completed entitlements and pending projects in the City, totaling 528 units, that can be completed within the timeframe of this Housing Element. This project will also assist the City in reaching this allocation and continue to provide different housing options.

Table 5: No Net Loss Calculation

	Very Low/Low	Moderate	Above Moderate
Allocation	2,246	894	2,595
Number of Housing Units in 2021-2029 HE	2,833	1,770	2,796
Buffer	587	876	201
Reported Progress	-	-	-
Proposed Project	7		114
Remaining Allocation	2,239	894	2,481
Remaining Buffer	580	876	2,675

ENVIRONMENTAL CONSIDERATIONS

The project is an infill development project under Class 32 of the California Environmental Quality (CEQA) Guidelines. As demonstrated above, the project is consistent with applicable general plan policies, and also consistent with applicable requirements of the City's zoning ordinance. The project is within City limits, on a site less than five acres, and surrounded by urban uses. The site has no value as a habitat for endangered, rare, or threatened species. The project site is able to be served by all required utilities and public services. The City's environmental consultant, Kimley-Horn, prepared technical studies (Exhibit D) that showed the proposed project would have less than significant impacts concerning traffic, noise, and air. Additionally, compliance with the National Pollution Discharge Elimination System and requirements of the Gardena Municipal Code would ensure the project's construction-related activities would not violate any water quality standards or otherwise substantially degrade surface or groundwater quality, resulting in a less than significant impact. Therefore, the City does not foresee any adverse impacts to traffic, noise, air quality, or water quality.

The proposed project is not subject to any of the exceptions for exemption under Section 15300.2 of the CEQA Guidelines. The location of the project is predominantly urban and not considered a sensitive environment; therefore, the project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The cumulative impact of this project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact.

The project is not located along any state designated scenic highway nor within any designated hazardous waste site. Kimley-Horn also prepared a Cultural Resources Assessment (Exhibit D) that found that neither of the two existing buildings on the property appear to have historical significance. Staff does not expect any significant impacts or unusual circumstances related to the approval and construction of this project.

Therefore, the proposed project is categorically exempt from CEQA under CEQA Guidelines section 15332, Infill Exemption.

NOTICING

The public hearing notice for the project was published in the Gardena Valley News and mailed first class to owners and occupants within a 300-foot radius of the site on January 20, 2022, for the February 1, 2022, Planning Commission meeting. At the February 1, 2022, meeting the public hearing was opened and continued to the February 15, 2022, meeting. A copy of Proof of Publication and Affidavit of Mailing are on file in the office of the Community Development Department, Room 101, City Hall, and are considered part of the administrative record.

RECOMMENDATION

Staff recommends the Planning and Environmental Quality Commission to:

- 1) Continue the public hearing;

- 2) Receive testimony from the public; and
- 3) Adopt Resolution PC 4-22 approving Site Plan Review #5-21, Conditional Use Permit #5-21, and Conditional Use Permit #6-21 subject to the attached conditions of approval and directing staff to file a Notice of Exemption.

ATTACHMENTS

Resolution No. PC 4-22

Exhibit A – Draft Conditions of Approval

Exhibit B – Architectural Plans

Exhibit C – Property Management Plan

Exhibit D – CEQA Class 32 Categorical Exemption Technical Studies

RESOLUTION NO. PC 4-22

A RESOLUTION OF THE PLANNING AND ENVIRONMENTAL QUALITY COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, APPROVING SITE PLAN REVIEW #5-21, CONDITIONAL USE PERMIT #5-21, AND CONDITIONAL USE PERMIT #6-21 TO DEVELOP A 121-UNIT SINGLE ROOM OCCUPANCY HOUSING DEVELOPMENT, WITH SEVEN AFFORDABLE UNITS, AND TWO, SIX-TIER AUTOMATED PARKING STRUCTURES ON A ONE-ACRE PROPERTY IN THE M-1 (INDUSTRIAL) ZONE WITH, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION FOR A CLASS 32 IN-FILL DEVELOPMENT

13126 S. WESTERN AVENUE (APN: 6102-006-013)

THE PLANNING COMMISSION OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. RECITALS.

A. On July 30, 2021, the applicant West Realty Group, Inc., represented by Lee Johnson, submitted an application for a site plan review and conditional use permit to construct the 121-unit single room occupancy (SRO) housing development, including seven affordable units, and an additional conditional permit for the construction of two, six-tier automated parking structures (the "Project") on the property at 13126 S. Western Avenue (the "Property");

B. The General Plan Land Use Plan designation of the Property is Industrial, and the zoning is M-1 (Industrial);

C. The Property is bounded by warehouse buildings to the north and east, Western Avenue to the west and West 132nd Street to the south;

D. On January 20, 2022, a public hearing was duly noticed for a virtual Planning and Environmental Quality Commission meeting for February 1, 2022, at 7 PM;

E. On February 1, 2022, the Planning Commission opened and continued the public hearing to February 15, 2022;

F. On February 15, 2022, the Planning and Environmental Quality Commission held a public hearing at which time it considered all material and evidence, whether written or oral; and

G. In making the various findings set forth herein, the Planning and Environmental Quality Commission has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code.

SECTION 2. SITE PLAN REVIEW #5-21

Site Plan Review (#5-21) for the construction of a four-story residential building for 121

SRO units fronting Western Avenue, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A. The plans being approved are dated January 4, 2022, and attached hereto as Exhibit B, as the same may be modified by the conditions of approval.

A. The proposed development, including the uses and physical design, is consistent with the intent and general purpose of the general plan and provisions of the municipal code.

The General Plan Land Use Plan designates the Property as Industrial. Allowing the 121-unit single room occupancy housing development would be consistent with various goals and policies of the General Plan including the following:

- LU Goal 1 Preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high quality housing types in the City.
- Policy LU 1.1: Promote sound housing and attractive and safe residential neighborhoods
- Policy LU 1.5: Provide adequate residential amenities such as open space, recreation, off-street parking, and pedestrian features in multifamily residential developments
- Policy LU 1.9: Allow well designed and attractive residential mixed-use development to occur on existing underutilized commercial/industrial blocks designed as Mixed-Use Overlay.
- Policy DS 2.3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.
- Policy DS 2.10: Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a “greener” environment for residents and those viewing from public areas.
- Policy DS 2.11: Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve the quality of the project and to create more attractive and livable spaces for residents to enjoy.
- Policy DS 2.9: Integrate new residential developments with the surrounding built environment, in addition, encourage a strong relationship between the dwelling and the street.
- CI Goal 1 Promote a safe and efficient circulation system that benefits residents and businesses and integrates with the greater Los Angeles/South Bay transportation system.
- Policy CI 1.1: Prioritize long-term sustainability for the City of Gardena, in alignment with regional and state goals, by promoting infill development,

reduced reliance on single-occupancy vehicle trips, and improved multi-modal transportation networks, with the goal of reducing air pollution and greenhouse gas emissions, thereby improving the health and quality of life for residents.

- CI Goal 3 Develop Complete Streets to promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities.
- Policy CI 3.3: Maintain and expand sidewalk installation and repair programs, particularly in areas where sidewalks link residential neighborhoods to local schools, parks, and shopping areas.
- CN Goal 2 Conserve and protect groundwater supply and water resources.
- Policy CN 2.2: Comply with the water conservation measures set forth by the California Department of Water Resources.
- CN Goal 3 Reduce the amount of solid waste produced in Gardena.
- Policy CN 3.1: Comply with the requirements set forth in the City's Source Reduction and Recycling Element.
- CN Goal 4 Conserve energy resources through the use of technology and conservation methods.
- Policy CN 4.2: Require compliance with Title 24 regulations to conserve energy.
- PS Goal 2 Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.
- Policy PS 2.3: Require compliance with seismic safety standards in the Unified Building Code.
- Policy PS 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.
- N Goal 3 Develop measures to control non-transportation noise impacts.
- Policy N 3.1: Require compliance with a quantitative noise ordinance based on the Model Noise Ordinance developed by the (now-defunct) State of California Office of Noise Control.
- Policy N 3.3: Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.
- Housing Goal 2.0 Provide opportunity for increasing the supply of affordable housing within the City with special emphasis on housing for special needs groups.
- Policy 2.2: Provide incentives for new housing construction, to encourage the production of affordable units. Encourage provision of units of various sizes to

accommodate the diverse needs of the community, including seniors, students and young workers, and large households.

- Housing Goal 5.0 Promote equal opportunity for all residents to reside in the housing of their choice.
- Policy 5.2: Provide a range of housing options, locational choices, and price points to accommodate the diverse needs in Gardena and to allow for housing mobility.

The Project's design is high-quality, with a well-articulated building and pedestrian orientated environment that creates an attractive and safe residential neighborhood. The Project includes an abundant amount of open space including, open decks, outdoor courtyards, private balconies, a pool and spa, fitness room and multipurpose room. The building is stepped back four stories to two stories at the southwest corner, helping to reduce the building massing. The building mass and design act as a transition to the scale of the surrounding neighborhood.

The Project is an infill project in a high-quality transit area. While the Property is not located in the Mixed-Use Overlay zone, the Project is a well-designed and attractive residential development on an existing underutilized industrial property. The Property is zoned M-1, and SRO uses are allowed by conditional use permit. The building is setback ten feet from the property line and separated by a landscape buffer that includes various plants and shrubs. In the common outdoor courtyard, there are multiple trees of various sizes, as well as raised planters that help create a greener environment for the residents.

The Project creates 121 SRO units each with a floor area of 350-sf. Each unit will have a dishwasher, front loading washing machine and private balcony or patio. The Project includes seven affordable units, at a very-low-income level, that will have the same high-quality design of the other SRO units. This Project helps satisfy the City's regional housing need allocation of 5,735 units including 1,485 very low units

Upon approval of the site plan review and issuance of the conditions of approval, the Project will not change the character of the community and will be consistent with the Gardena Municipal Code and General Plan.

B. The proposed development will not adversely affect the orderly and harmonious development of the area and the general welfare of the city.

As set forth above and in the staff report, which is incorporated by reference, the site plan meets all applicable development requirements of the Gardena Municipal Code, and as conditioned, will be compatible with, and not detrimental to, the surrounding land uses and general welfare of the City.

SECTION 3. CONDITIONAL USE PERMIT #5-21

Conditional Use Permit #5-21 for the construction of a SRO residential development in the Industrial (M-1) zone, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

A. That the use if one for which a conditional use permit is authorized;

As set forth under Section 18.36.030.P of the Gardena Municipal Code (GMC), SRO units are, allowed pursuant to a conditional use permit.

B. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;

Under the recently adopted 2021-2029 housing element, the City of Gardena was allocated a regional housing need of 5,735 residential units for the eight-year period, including 1,485 very low-income units. The Project will assist the City in reaching this allocation and continue to provide different housing options. As shown in Section 2 of this Resolution, the Property is compatible with various goals and policies of the City's Land Use Plan, Community Design Plan, Circulation Plan, Conservation Plan, Public Safety Plan, Noise Plan, and Housing Element.

C. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;

The Property has a dimension of 141 feet by 310 feet. As set forth above and in the staff report, which is incorporated by reference, the Project meets or exceeds all of the minimum development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking.

D. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use;

The Circulation Plan of the Gardena General Plan designates Western Avenue as an arterial roadway and West 132nd Street as a collector roadway. Arterial roadways are designed to connect traffic from smaller roadways to freeway interchanges and regional roadway corridors and are the principal urban thoroughfares of the City. Collector roadways are intended to provide general access to all types of land uses. The use of the Property for 121 units is not expected to generate more traffic than the existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the Project.

E. That the conditions stated in the decisions are deemed necessary to protect the public health, safety, and general welfare.

The conditions of approval for Conditional Use Permit #5-21 will ensure that the SRO development will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

GMC Section 18.36.030P.11, requires that a management plan be approved by the Planning Commission for SRO developments. The Project's Management Plan, attached hereto as Exhibit C, addresses the management and operation of the facility, rental procedures, safety, and security of the residents and building maintenance. Staff finds that the Management Plan complies with the requirements as set forth GMC Section 18.36.030P.11.

SECTION 4. CONDITIONAL USE PERMIT #6-21

Conditional Use Permit #6-21 for the construction of two, six-tier automated parking structures, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

A. That the use if one for which a conditional use permit is authorized;

GMC Section 18.40.080.B.5 allows for parking flexibility through mechanical vehicles storages, pursuant to a conditional use permit.

B. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;

The six-tier automated parking structures allows the Project to meet the minimum parking requirements in less space than a traditional surface parking lots or garages would require. Automated parking structures utilizes the land more efficiently as they do not need ramps for drivers to get in and out of spaces, making it more desirable for developments in the City. Additionally, the six-tier automated parking structures do not need to be as tall as a traditional six-story parking structure. As shown above, the development is consistent with various goals and policies of the General Plan which are in part made possible by being able to utilize this more efficient system. The automated parking structure will not be detrimental to the surrounding properties, existing uses or to uses specifically permitted in the M-1 zone.

C. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;

The Property has a dimension of 141 feet by 310 feet. As shown above, the Project, including the automated parking structures, meets or exceeds all of the minimum

development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking.

D. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use;

The Circulation Plan of the Gardena General Plan designates Western Avenue as an arterial roadway and West 132nd Street as a collector roadway. The parking structures are accessory uses to that of the SRO residential development and do not add traffic above that of the SRO units themselves. The primary use of the 121 SRO units is not expected to generate more traffic than existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the Project.

E. That the conditions stated in the decisions are deemed necessary to protect the public health, safety, and general welfare.

The conditions of approval for Conditional Use Permit #6-21, will ensure that the automated parking will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

SECTION 5. NO NET LOSS FINDINGS.

In accordance with Government Code section 65583, each city's housing element must include an inventory of land suitable and available for residential development to meet the locality's housing need for each of the designated income levels of the assigned regional housing need. Additionally, if the City allows development of a site with less units by income level than identified in the housing element for that site, the City must make written findings supported by substantial evidence as to whether there are remaining sites identified in the housing element to accommodate the City's share of regional housing needs, including a quantification of the remaining unmet need for each income level.

- A. The Property is identified in the 2021-2029 Gardena housing element for a housing development that would include 15 lower income units, 4 moderate income units, and 11 above moderate-income units. The Project includes seven affordable units at the very-low-income level, while the remaining 114 units would be at above moderate income. The Project will meet the above moderate housing units that were identified for the site and provide seven out of the 15 identified lower income units. While the Project is providing more overall units than identified in the housing element, the Project does not provide the total lower and moderate-income units assumed.
- B. The City was allocated a regional housing need of 5,735 units to plan for the 2021-2029 planning period, broken down as follows: very low/low-income – 2,246 units; moderate-income – 894 units; and above moderate-income – 2,595 units. However, the housing element plans for a total of 7,399 units, exceeding the City's allocation by 1,664 units or 29%. This buffer was necessary in order to address the no net loss requirement, of maintaining an adequate inventory of sites. While the Project is not providing the number of housing units of each identified income level as assumed in

the housing element, there are more than sufficient sites remaining that are identified in the housing element to accommodate the City's share of regional housing for the 2021-2029 planning period.

- C. The City is in the beginning of the 2021-2029 housing period, and the first reported progress in reaching the regional housing need has not been completed at this time. However, the housing element does identify several residential development projects with completed entitlements and pending projects in the City, totaling 528 units, that can be completed within the timeframe of this Housing Element. The Project will also assist the City in reaching this allocation and continue to provide different housing options.

SECTION 6. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS.

The Project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the following exemption:

- A. Class 32 — Section 15332 – Infill Development Project. The Project is consistent with applicable general plan policies, and also consistent with applicable requirements of the City's zoning ordinance. The Project is within City limits, on a site less than five acres, and surrounded by urban uses. The Property has no value as a habitat for endangered, rare, or threatened species. The Property is able to be served by all required utilities and public services. The City's environmental consultant, Kimley-Horn, prepared technical studies (Exhibit D) that showed the Project would have less than significant impacts concerning traffic, noise, and air. Additionally, compliance with the National Pollution Discharge Elimination System and requirements of the Gardena Municipal Code would ensure the Project's construction-related activities would not violate any water quality standards or otherwise substantially degrade surface or groundwater quality, resulting in a less than significant impact. Therefore, the City does not foresee any adverse impacts to traffic, noise, air quality, or water quality.
- B. The Project is not subject to any of the exceptions for exemption under Section 15300.2 of the CEQA Guidelines. The location of the Project is predominantly urban and not considered a sensitive environment; therefore, the Project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The cumulative impact of this Project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact. The Project is not located along any state designated scenic highway nor within any designated hazardous waste site. Kimley-Horn also prepared a Cultural Resources Assessment (Exhibit D) that found that neither of the two existing buildings on the Property appear to have historical significance. Staff does not expect any significant impacts or unusual circumstances related to the approval and construction of this Project
- C. Staff is hereby directed to file a Notice of Exemption for a Class 32 categorical exemption.

SECTION 7. APPEAL.

The approvals granted by this Resolution may be appealed within 10 calendar days from adoption of this resolution. All appeals must be in writing and filed with the City Clerk within this time period with the appropriate fee. Failure to file a timely written appeal will constitute a waiver of any right of appeal. The City Council may also call this matter for review within the same time period.

SECTION 8. RECORD.

Each and every one of the findings and determinations in this Resolution are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. All summaries of information in the findings which precede this section are based on the entire record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 9. CUSTODIAN OF RECORD.

The Custodian of Record for the proceedings relating to the Project is Greg Tsujiuchi, Community Development Director, City of Gardena, 1700 West 162nd Street, Gardena, California 90247. Mr. Tsujiuchi's email is gtsujiuchi@cityofgardena.org and his phone number is (310) 217-9530.

SECTION 10. EFFECTIVE DATE.

This Resolution shall take effect immediately.

SECTION 11. CERTIFICATION.

The Secretary shall certify the passage of this resolution.

PASSED, APPROVED, AND ADOPTED this 15th day of February 2022.

LANGLEY STEPHEN, CHAIR
PLANNING AND ENVIRONMENTAL
QUALITY COMMISSION

ATTEST:

GREG TSUJIUCHI, SECRETARY
PLANNING AND ENVIRONMENTAL QUALITY COMMISSION
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF GARDENA

I, Greg Tsujiuchi, Planning and Environmental Quality Commission Secretary of the City of Gardena, do hereby certify the following:

1. That a copy of this Resolution and the Conditions of Approval (Exhibit A) will be sent to the applicant and to the City Council as a report of the findings and action of the Planning and Environmental Quality Commission; and
2. That the foregoing Resolution was duly adopted by the Planning and Environmental Quality Commission of the City of Gardena at a regular meeting thereof, held the 15th day of February 2022, by the following vote of the Planning and Environmental Quality Commission:

AYES:

NOES:

ABSENT:

Attachments:

- Exhibit A – Draft Conditions of Approval
- Exhibit B – Architectural Plans
- Exhibit C – Property Management Plan
- Exhibit D – CEQA Class 32 Categorical Exemption Technical Studies



TECHNICAL MEMORANDUM

To: Amanda Acuna, Senior Planner, Lisa Kranitz, Assistant City Attorney, City of Gardena

From: Rita Garcia, Project Manager, and Ryan Chiene, Technical Manager

Date: November 30, 2021

Subject: Western SRO Apartments Project, City of Gardena – Air Quality Analysis

1.0 INTRODUCTION & PURPOSE

The purpose of this Technical Memorandum is to identify the air quality emissions associated with construction and operations of the proposed Western SRO Apartments project (project), located at 13126 Western Avenue, in the City of Gardena, California (City). This Technical Memorandum has been prepared to support an exemption from the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines Section 15332 (In-Fill Development Projects). Specifically, this analysis addresses the project's potential effects relating to air quality referenced in State CEQA Guidelines Section 15332(d).

2.0 PROJECT DESCRIPTION

Project Location

The proposed project site is located northeast of the West 132nd Street at Western Avenue intersection, at 13126 South Western Avenue in the northern portion of the City of Gardena, County of Los Angeles, California. The assessor's parcel number (APN) for the project site is APN 6102-006-013. The site is bordered by light-industrial uses; there are single-family residences to the west on Manhattan Place.

Regional access to the project site is provided via Interstate 105 (I-105) from the north and Interstate 110 (I-110) from the east. Local access to the site is provided via Western Avenue and 132nd Street. The project site and surrounding area are characterized as built out and urbanized, with mainly industrial and residential land uses.

Project Characteristics

The project site is designated as Industrial and zoned General Industrial (M-1). The project site is currently developed with a convenience store (2,755 square feet) and autobody shop (9,981 square feet) with surface parking. The project proposes to demolish all on-site improvements and, in their place, construct a four-story, 121 unit single-room occupancy (SRO) residential development including 7 very low-income residential units. All units, including the very low-income units, would be 350 square feet. The project's total proposed floor area is 54,461 square feet with a proposed building height maximum of 50 feet. Further, the project proposes to provide 20,115 square feet of open space, exceeding the City's open space requirement of 10 square feet per unit.

The project would provide 122 parking spaces, of which 114 spaces would be provided in a freestanding six-level automated parking structure, and 8 covered parking spaces (6 standard and 2 compact) would be provided to the south of the parking structure on the ground level. Additionally, 40 bicycle parking spaces in a stacked rack system would be provided.

3.0 AIR QUALITY IMPACTS

SCAQMD Thresholds

The SCAQMD CEQA Air Quality Handbook provides significance thresholds for volatile organic compounds (VOC) (also referred to as reactive organic gases [ROG]), nitrogen oxides (NO_x), carbon monoxide (CO), sulfur oxides (SO_x), particulate matter 10 microns or less in diameter (PM_{10}), and particulate matter 2.5 microns or less in diameter ($\text{PM}_{2.5}$). The thresholds apply to both project construction and operation within the SCAQMD jurisdictional boundaries. If a project proposes development in excess of the SCAQMD established thresholds, as outlined in **Table 1: South Coast Air Quality Management District Significance Thresholds**, a significant air quality impact may occur, and additional analysis is warranted to fully assess the significance of impacts. However, ultimately the lead agency determines the thresholds of significance for impacts.

Table 1: South Coast Air Quality Management District Significance Thresholds		
Pollutant	Mass Daily Thresholds (pounds per day)	
	Construction	Operations
Nitrogen Oxides (NO _x)	100	55
Volatile Organic Compounds (VOC) ¹	75	55
Particulate Matter up to 10 Microns (PM ₁₀)	150	150
Particulate Matter up to 2.5 Microns (PM _{2.5})	55	55
Sulphur Oxides (SO _x)	150	150
Carbon Monoxide (CO)	550	550
1. VOCs and ROG are subsets of organic gases that are emitted from the incomplete combustion of hydrocarbons or other carbon-based fuels. Although they represent slightly different subsets of organic gases, they are used interchangeably for the purposes of this analysis.		
Source: South Coast Air Quality Management District, <i>South Coast AQMD Air Quality Significance Thresholds</i> , April 2019.		

Construction Emissions

Construction associated with the proposed project would generate short-term emissions of criteria air pollutants. The criteria pollutants of primary concern are ozone-precursor pollutants (i.e., ROG and NO_x), PM₁₀, and PM_{2.5}. Construction-generated emissions are short term and of temporary duration, lasting only as long as construction activities occur. Emissions would be considered a significant air quality impact if the volume of pollutants generated exceeds the SCAQMD's thresholds of significance.

Construction results in the temporary generation of emissions resulting from demolition, site preparation, site grading, road paving, motor vehicle exhaust associated with construction equipment and worker trips, and the movement of construction equipment, especially on unpaved surfaces. Emissions of airborne particulate matter are largely dependent on the amount of ground disturbance associated with site preparation activities as well as weather conditions and the appropriate application of water.

The duration of construction activities is estimated to be approximately 16 months, beginning in June 2022. Construction-generated emissions associated with the project were calculated using the California Air Resources Board (CARB)-approved California Emissions Estimator Model version 2020.4.0 (CalEEMod), which is designed to model emissions for land use development projects, based on typical construction requirements. See **Appendix A: Air Quality Emissions Data** for more information regarding the construction assumptions used in this analysis. Predicted maximum daily construction-generated emissions for the proposed project are identified in **Table 2: Project Construction Emissions**.

Table 2: Project Construction Emissions						
Description	Emissions (pounds per day) ¹					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Maximum Daily Emissions ²	12.22	12.39	10.53	0.02	2.91	1.61
SCAQMD Threshold	75	100	550	150	150	55
SCAQMD Threshold Exceeded?	No	No	No	No	No	No
<p>1. SCAQMD Rule 403 Fugitive Dust applied. The Rule 403 reduction/credits include the following: properly maintain mobile and other construction equipment; replace ground cover in disturbed areas quickly; water exposed surfaces three times daily; water all haul roads twice daily; and limit speeds on unpaved roads to 15 miles per hour. Reductions percentages from the SCAQMD CEQA Handbook (Tables XI-A through XI-E) were applied. No mitigation was applied to construction equipment. Refer to Appendix A for Model Data Outputs.</p> <p>2. To be conservative, the emissions provided here show the maximum daily emissions even though such emissions would not occur throughout the entirety of the construction phase.</p>						
Source: CalEEMod version 2020.4.0. Refer to Appendix A for model outputs.						

Table 2 shows that construction pollutant emissions would remain below their respective thresholds with implementation of required SCAQMD Rule 403. The project would also be required to comply with SCAQMD Rules 402 and 1113, which prohibit nuisances and limit VOC content in paints, respectively. Compliance with SCAQMD Rules 402 and 1113 would further reduce specific construction-related emissions. As shown above, all criteria pollutant emissions would be below their respective thresholds and impacts would be less than significant.

Operational Emissions

Operational emissions are typically associated with mobile sources (i.e., motor vehicle use) and area sources (such as the use of landscape maintenance equipment, consumer products, and architectural coatings). Energy source emissions would be generated from electricity and natural gas usage. **Table 3: Operational Emissions** summarizes the operational emissions attributable to the proposed project. As shown in **Table 3**, the project's emissions would not exceed SCAQMD thresholds. Therefore, regional operations emissions would result in a less than significant long-term regional air quality impact. It is noted these emissions estimates are conservative, since no credit was taken for the existing land uses (i.e., convenience store and autobody shop) that would be displaced.

Table 3: Operational Emissions						
Source	Emissions (pounds per day) ¹					
	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area	6.38	2.42	40.42	0.11	5.04	5.04
Energy	0.04	0.34	0.15	0.00	0.03	0.03
Mobile	2.01	2.30	20.73	0.04	4.77	1.29
Total	8.43	5.06	61.29	0.16	9.84	6.36
SCAQMD Threshold	55	55	550	150	150	55
SCAQMD Threshold Exceeded?	No	No	No	No	No	No
1. Emissions were calculated using the California Emissions Estimator Model version 2020.4.0 (CalEEMod), as recommended by the SCAQMD. Worst-case seasonal maximum daily emissions are reported.						
Source: CalEEMod version 2020.4.0. Refer to Appendix A for model outputs.						

Localized Construction Impacts

The nearest sensitive receptors to the project site are single-family residences located approximately 430 feet to the west of the site. To identify impacts to sensitive receptors, the SCAQMD recommends addressing Localized Significance Thresholds (LSTs) for construction. LSTs were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). The SCAQMD provided the *Final Localized Significance Threshold Methodology* (dated June 2003 [revised 2008]) for guidance. The LST methodology assists lead agencies in analyzing localized impacts associated with project-specific developments.

Since CalEEMod calculates construction emissions based on the number of equipment hours and the maximum daily soil disturbance activity possible for each piece of equipment, **Table 4: Equipment-Specific Grading Rates** is used to determine the maximum daily disturbed acreage for comparison to LSTs. For this project, the appropriate source receptor area (SRA) for the localized significance thresholds is the Southwest Coastal LA County (SRA 3) area because since this SRA includes the project site. LSTs apply to NO_x, CO, PM₁₀, and PM_{2.5}. The SCAQMD has look-up tables for projects that disturb areas less than or equal to five acres in size. Based on the daily equipment modeled in CalEEMod, project construction is anticipated to disturb approximately 1.5 acres in a single day. As the LST guidance provides thresholds for projects disturbing 1-, 2-, and 5-acres in size and the thresholds increase with size of the site, the LSTs for a 1.5-acre threshold were interpolated and used for this analysis.

Table 4: Equipment-Specific Grading Rates					
Construction Phase	Equipment Type	Equipment Quantity	Acres Graded per 8-Hour Day	Operating Hours per Day	Acres Graded per Day
Grading	Tractor	1	0.5	8	0.5
	Graders	1	0.5	8	0.5
	Dozers	1	0.5	8	0.5
	Scrapers	0	1	8	0
Total Acres Graded per Day					1.5
Source: CalEEMod version 2020.4.0.					

The SCAQMD’s methodology indicates that “off-site mobile emissions from the project should not be included in the emissions compared to LSTs.” Therefore, for purposes of the construction LST analysis, only emissions included in the CalEEMod “on-site” emissions outputs were considered. The nearest sensitive receptors to the project site are residences located approximately 430 feet (131 meters) to the west of the site. LST thresholds are provided for distances to sensitive receptors of 25, 50, 100, 200, and 500 meters. Therefore, LSTs for 100 meters were conservatively used in this analysis. **Table 5: Localized Significance of Construction Emissions**, presents the results of localized emissions during construction activity. **Table 5** shows that the emissions of these pollutants on the peak day of construction would not result in significant concentrations of pollutants at nearby sensitive receptors. Therefore, no significant impacts would occur concerning LSTs during construction activities.

Table 5: Localized Significance of Construction Emissions				
Source/Activity	Emissions (pounds per day) ^{1,2}			
	NO _x	CO	PM ₁₀	PM _{2.5}
Demolition (2022)	6.41	7.47	0.59	0.36
Site Preparation (2022)	6.93	3.96	0.48	0.26
Grading (2022)	12.00	5.94	2.79	1.57
Building Construction (2022)	7.03	7.15	0.37	0.34
Building Construction (2023)	6.42	7.10	0.32	0.29
Paving (2023)	5.50	7.02	0.26	0.25
Architectural Coating (2023)	1.30	1.81	0.07	0.07
<i>Maximum Daily Emissions</i>	<i>12.39</i>	<i>10.53</i>	<i>2.91</i>	<i>1.61</i>
SCAQMD LST (for 1.5 acre at 100 meters)	123	1,377	33	11
Maximum Daily Emissions Exceed SCAQMD Threshold?	No	No	No	No
1. CalEEMod version 2020.4.0. Worst-case seasonal maximum daily emissions are reported.				

Table 5: Localized Significance of Construction Emissions				
Source/Activity	Emissions (pounds per day) ^{1,2}			
	NO _x	CO	PM ₁₀	PM _{2.5}
2. SCAQMD Rule 403 Fugitive Dust applied for construction emissions. The Rule 403 reduction/credits include the following: properly maintain mobile and other construction equipment; replace ground cover in disturbed areas quickly; water exposed surfaces three times daily; water all haul roads twice daily; and limit speeds on unpaved roads to 15 miles per hour. Reductions percentages from the SCAQMD CEQA Handbook (Tables XI-A through XI-E) were applied. No mitigation was applied to construction equipment. Refer to Appendix A for Model Data Outputs.				

Localized Operational Impacts

According to the SCAQMD localized significance threshold methodology, operational LSTs apply to on-site sources. LSTs for receptors located at 100 meters for SRA 3 were conservatively used in this analysis. The 1-acre LST threshold was used for the 1-acre project site. The on-site operational emissions were calculated using CalEEMod and are compared to the LST thresholds in **Table 6: Localized Significance of Operational Emissions**. The operational emissions shown in **Table 6** include all on-site project-related stationary sources (i.e., area and energy sources). The table shows that the project would not generate localized emissions during project operations. Therefore, the project would result in a less than significant impact concerning LSTs during operational activities.

Table 6: Localized Significance of Operational Emissions				
Activity	Emissions (pounds per day) ¹			
	NO _x	CO	PM ₁₀	PM _{2.5}
On-Site Emissions (Area and Energy Sources)	2.28	10.91	0.23	0.23
SCAQMD Localized Screening Threshold (adjusted for 1 acre at 100 meters)	107	1,156	7	3
Exceed SCAQMD Threshold?	No	No	No	No
1. Emissions were calculated using the California Emissions Estimator Model version 2020.4.0 (CalEEMod), as recommended by the SCAQMD. Worst-case seasonal maximum daily emissions are reported.				
Source: CalEEMod version 2020.4.0. Refer to Appendix A for model outputs.				

Carbon Monoxide Hotspots

An analysis of CO “hot spots” is needed to determine whether a change in the level of service (LOS) of an intersection caused by the proposed project would have the potential to result in exceedances of the California Ambient Air Quality Standards or National Ambient Air Quality Standards. It has long been recognized that CO exceedances are caused by vehicular

emissions, primarily when vehicles are idling at intersections. Vehicle emissions standards have become increasingly stringent in the last 20 years. Currently, the CO standard in California is a maximum of 3.4 grams per mile for passenger cars (requirements for certain vehicles are more stringent). With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, CO concentrations have steadily declined.

Accordingly, with the steadily decreasing CO emissions from vehicles, even very busy intersections do not result in exceedances of the CO standard. CO attainment was thoroughly analyzed as part of the SCAQMD's *2003 Air Quality Management Plan*. The *2003 Air Quality Management Plan* is the most recent AQMP that addresses CO concentrations. As part of the SCAQMD CO Hotspot analysis, the Wilshire Boulevard/Veteran Avenue intersection, one of the most congested intersections in Southern California with an average daily traffic (ADT) volume of approximately 100,000 vehicles per day, was modeled for CO concentrations. This modeling effort identified a CO concentration high of 4.6 parts per million (ppm), which is well below the 35-ppm federal standard. The South Coast Air Basin was re-designated as attainment in 2007 and is no longer addressed in the SCAQMD's AQMP.

The proposed project considered herein would not produce the volume of traffic required to generate a CO hot spot in the context of SCAQMD's 2003 CO hot-spot analysis. As the CO hotspots were not experienced at the Wilshire Boulevard/Veteran Avenue intersection even as it accommodates 100,000 vehicles daily, it can be reasonably inferred that CO hotspots would not be experienced at any vicinity intersections from 658 daily vehicle trips attributable to the project. Therefore, impacts would be less than significant.

4.0 CONCLUSION

As is evidenced by the discussions presented above, the project's short-term construction and long-term operational air quality impacts would be less than significant. No mitigation measure is required. Therefore, pursuant to State CEQA Guidelines Section 15332(d), the project would not result in any significant effects relating to air quality.

Appendix A

Air Quality Emissions Data

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Western Ave SRO Apartments Project
Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	121.00	Dwelling Unit	1.00	121,000.00	346

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	8			Operational Year	2023
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

- Project Characteristics -
- Land Use - Acreage based on Site Plan
- Construction Phase - Schedule based on AQGHG Construction Questionnaire
- Demolition -
- Grading -
- Vehicle Trips - Trip Rate based on Trip Generation Memo
- Woodstoves - No wood burning per SCAQMD rules and regulations
- Construction Off-road Equipment Mitigation - SCAQMD rule compliance
- Water Mitigation -
- Waste Mitigation - per AB 939
- Area Mitigation -

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	6
tblConstDustMitigation	WaterUnpavedRoadMoistureContent	0	12
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	5.00	67.00
tblConstructionPhase	NumDays	100.00	171.00
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	2.00	60.00
tblConstructionPhase	NumDays	5.00	22.00
tblConstructionPhase	NumDays	1.00	10.00
tblFireplaces	NumberGas	102.85	109.85
tblFireplaces	NumberWood	6.05	0.00
tblGrading	MaterialExported	0.00	1,000.00
tblLandUse	LotAcreage	3.18	1.00
tblVehicleTrips	ST_TR	4.91	5.44
tblVehicleTrips	SU_TR	4.09	5.44

2.0 Emissions Summary**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2022	1.1206	12.3747	10.8000	0.0229	5.4397	0.5205	5.9602	2.6026	0.4789	3.0815	0.0000	2,282.4499	2,282.4499	0.4512	0.0612	2,310.4533
2023	12.2153	7.1119	10.4430	0.0224	1.0557	0.3375	1.3844	0.2819	0.3196	0.5843	0.0000	2,245.9492	2,245.9492	0.3879	0.0575	2,272.7858
Maximum	12.2153	12.3747	10.8000	0.0229	5.4397	0.5205	5.9602	2.6026	0.4789	3.0815	0.0000	2,282.4499	2,282.4499	0.4512	0.0612	2,310.4533

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2022	1.1206	12.3747	10.8000	0.0229	2.3912	0.5205	2.9117	1.1303	0.4789	1.6093	0.0000	2,282.4499	2,282.4499	0.4512	0.0612	2,310.4533
2023	12.2153	7.1119	10.4430	0.0224	1.0014	0.3375	1.3301	0.2686	0.3196	0.5710	0.0000	2,245.9492	2,245.9492	0.3879	0.0575	2,272.7858
Maximum	12.2153	12.3747	10.8000	0.0229	2.3912	0.5205	2.9117	1.1303	0.4789	1.6093	0.0000	2,282.4499	2,282.4499	0.4512	0.0612	2,310.4533

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	47.77	0.00	42.25	51.50	0.00	40.52	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	6.3830	2.4211	40.4176	0.1089		5.0407	5.0407		5.0407	5.0407	714.0983	2,344.2101	3,058.3084	3.4001	0.0427	3,156.0208
Energy	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
Mobile	2.0453	2.1280	21.2541	0.0465	4.7351	0.0332	4.7684	1.2612	0.0308	1.2921		4,792.3978	4,792.3978	0.3078	0.1909	4,856.9720
Total	8.4682	4.8897	61.8167	0.1576	4.7351	5.1014	9.8366	1.2612	5.0990	6.3603	714.0983	7,571.4521	8,285.5503	3.7163	0.2415	8,450.4210

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	3.1173	1.9373	10.7603	0.0122		0.2026	0.2026		0.2026	0.2026	0.0000	2,344.2101	2,344.2101	0.0619	0.0427	2,358.4659
Energy	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
Mobile	2.0453	2.1280	21.2541	0.0465	4.7351	0.0332	4.7684	1.2612	0.0308	1.2921		4,792.3978	4,792.3978	0.3078	0.1909	4,856.9720
Total	5.2025	4.4059	32.1593	0.0609	4.7351	0.2633	4.9985	1.2612	0.2610	1.5222	0.0000	7,571.4521	7,571.4521	0.3780	0.2415	7,652.8661

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	38.56	9.89	47.98	61.39	0.00	94.84	49.18	0.00	94.88	76.07	100.00	0.00	8.62	89.83	0.00	9.44

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2022	6/28/2022	5	20	
2	Site Preparation	Site Preparation	6/29/2022	7/12/2022	5	10	
3	Grading	Grading	7/13/2022	10/4/2022	5	60	
4	Building Construction	Building Construction	10/5/2022	5/31/2023	5	171	
5	Paving	Paving	6/1/2023	7/1/2023	5	22	
6	Architectural Coating	Architectural Coating	6/1/2023	9/1/2023	5	67	

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Acres of Grading (Site Preparation Phase): 5****Acres of Grading (Grading Phase): 45****Acres of Paving: 0****Residential Indoor: 245,025; Residential Outdoor: 81,675; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	55.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	125.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	87.00	13.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	17.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.1 Mitigation Measures Construction**

Replace Ground Cover

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

3.2 Demolition - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5906	0.0000	0.5906	0.0894	0.0000	0.0894			0.0000			0.0000
Off-Road	0.7094	6.4138	7.4693	0.0120		0.3375	0.3375		0.3225	0.3225		1,147.9025	1,147.9025	0.2119		1,153.2001
Total	0.7094	6.4138	7.4693	0.0120	0.5906	0.3375	0.9281	0.0894	0.3225	0.4120		1,147.9025	1,147.9025	0.2119		1,153.2001

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0128	0.4619	0.1077	1.7100e-003	0.0481	3.4300e-003	0.0516	0.0132	3.2800e-003	0.0165		187.2133	187.2133	9.9400e-003	0.0297	196.3136
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0346	0.0253	0.3941	1.0200e-003	0.1118	7.2000e-004	0.1125	0.0296	6.6000e-004	0.0303		104.0127	104.0127	2.8200e-003	2.5000e-003	104.8288
Total	0.0474	0.4871	0.5018	2.7300e-003	0.1599	4.1500e-003	0.1641	0.0428	3.9400e-003	0.0468		291.2260	291.2260	0.0128	0.0322	301.1424

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2525	0.0000	0.2525	0.0382	0.0000	0.0382			0.0000			0.0000
Off-Road	0.7094	6.4138	7.4693	0.0120		0.3375	0.3375		0.3225	0.3225	0.0000	1,147.9025	1,147.9025	0.2119		1,153.2001
Total	0.7094	6.4138	7.4693	0.0120	0.2525	0.3375	0.5900	0.0382	0.3225	0.3608	0.0000	1,147.9025	1,147.9025	0.2119		1,153.2001

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0128	0.4619	0.1077	1.7100e-003	0.0460	3.4300e-003	0.0494	0.0127	3.2800e-003	0.0159		187.2133	187.2133	9.9400e-003	0.0297	196.3136
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0346	0.0253	0.3941	1.0200e-003	0.1060	7.2000e-004	0.1067	0.0282	6.6000e-004	0.0289		104.0127	104.0127	2.8200e-003	2.5000e-003	104.8288
Total	0.0474	0.4871	0.5018	2.7300e-003	0.1519	4.1500e-003	0.1560	0.0409	3.9400e-003	0.0448		291.2260	291.2260	0.0128	0.0322	301.1424

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.3 Site Preparation - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.5797	6.9332	3.9597	9.7300e-003		0.2573	0.2573		0.2367	0.2367		942.5179	942.5179	0.3048		950.1386
Total	0.5797	6.9332	3.9597	9.7300e-003	0.5303	0.2573	0.7876	0.0573	0.2367	0.2940		942.5179	942.5179	0.3048		950.1386

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0173	0.0126	0.1971	5.1000e-004	0.0559	3.6000e-004	0.0563	0.0148	3.3000e-004	0.0152		52.0064	52.0064	1.4100e-003	1.2500e-003	52.4144
Total	0.0173	0.0126	0.1971	5.1000e-004	0.0559	3.6000e-004	0.0563	0.0148	3.3000e-004	0.0152		52.0064	52.0064	1.4100e-003	1.2500e-003	52.4144

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2267	0.0000	0.2267	0.0245	0.0000	0.0245			0.0000			0.0000
Off-Road	0.5797	6.9332	3.9597	9.7300e-003		0.2573	0.2573		0.2367	0.2367	0.0000	942.5179	942.5179	0.3048		950.1386
Total	0.5797	6.9332	3.9597	9.7300e-003	0.2267	0.2573	0.4840	0.0245	0.2367	0.2612	0.0000	942.5179	942.5179	0.3048		950.1386

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0173	0.0126	0.1971	5.1000e-004	0.0530	3.6000e-004	0.0533	0.0141	3.3000e-004	0.0144		52.0064	52.0064	1.4100e-003	1.2500e-003	52.4144
Total	0.0173	0.0126	0.1971	5.1000e-004	0.0530	3.6000e-004	0.0533	0.0141	3.3000e-004	0.0144		52.0064	52.0064	1.4100e-003	1.2500e-003	52.4144

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Grading - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.3138	0.0000	5.3138	2.5688	0.0000	2.5688			0.0000			0.0000
Off-Road	1.0832	12.0046	5.9360	0.0141		0.5173	0.5173		0.4759	0.4759		1,364.8198	1,364.8198	0.4414		1,375.8551
Total	1.0832	12.0046	5.9360	0.0141	5.3138	0.5173	5.8311	2.5688	0.4759	3.0447		1,364.8198	1,364.8198	0.4414		1,375.8551

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	9.7100e-003	0.3499	0.0816	1.2900e-003	0.0365	2.6000e-003	0.0391	0.0100	2.4900e-003	0.0125		141.8283	141.8283	7.5300e-003	0.0225	148.7224
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0277	0.0202	0.3153	8.2000e-004	0.0894	5.7000e-004	0.0900	0.0237	5.3000e-004	0.0242		83.2102	83.2102	2.2500e-003	2.0000e-003	83.8630
Total	0.0374	0.3701	0.3969	2.1100e-003	0.1259	3.1700e-003	0.1291	0.0337	3.0200e-003	0.0367		225.0384	225.0384	9.7800e-003	0.0245	232.5855

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.2717	0.0000	2.2717	1.0982	0.0000	1.0982			0.0000			0.0000
Off-Road	1.0832	12.0046	5.9360	0.0141		0.5173	0.5173		0.4759	0.4759	0.0000	1,364.8198	1,364.8198	0.4414		1,375.8551
Total	1.0832	12.0046	5.9360	0.0141	2.2717	0.5173	2.7889	1.0982	0.4759	1.5741	0.0000	1,364.8198	1,364.8198	0.4414		1,375.8551

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	9.7100e-003	0.3499	0.0816	1.2900e-003	0.0348	2.6000e-003	0.0374	9.5900e-003	2.4900e-003	0.0121		141.8283	141.8283	7.5300e-003	0.0225	148.7224
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0277	0.0202	0.3153	8.2000e-004	0.0848	5.7000e-004	0.0853	0.0226	5.3000e-004	0.0231		83.2102	83.2102	2.2500e-003	2.0000e-003	83.8630
Total	0.0374	0.3701	0.3969	2.1100e-003	0.1196	3.1700e-003	0.1227	0.0322	3.0200e-003	0.0352		225.0384	225.0384	9.7800e-003	0.0245	232.5855

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Building Construction - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6863	7.0258	7.1527	0.0114		0.3719	0.3719		0.3422	0.3422		1,103.9393	1,103.9393	0.3570		1,112.8652
Total	0.6863	7.0258	7.1527	0.0114		0.3719	0.3719		0.3422	0.3422		1,103.9393	1,103.9393	0.3570		1,112.8652

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0256	0.6368	0.2183	2.5500e-003	0.0833	6.0700e-003	0.0893	0.0240	5.8000e-003	0.0298		273.6001	273.6001	9.1400e-003	0.0394	285.5777
Worker	0.3011	0.2198	3.4290	8.9000e-003	0.9725	6.2300e-003	0.9787	0.2579	5.7400e-003	0.2636		904.9105	904.9105	0.0245	0.0218	912.0104
Total	0.3267	0.8566	3.6473	0.0115	1.0557	0.0123	1.0680	0.2819	0.0115	0.2934		1,178.5106	1,178.5106	0.0336	0.0612	1,197.5881

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6863	7.0258	7.1527	0.0114		0.3719	0.3719		0.3422	0.3422	0.0000	1,103.9393	1,103.9393	0.3570		1,112.8652
Total	0.6863	7.0258	7.1527	0.0114		0.3719	0.3719		0.3422	0.3422	0.0000	1,103.9393	1,103.9393	0.3570		1,112.8652

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0256	0.6368	0.2183	2.5500e-003	0.0797	6.0700e-003	0.0858	0.0231	5.8000e-003	0.0289		273.6001	273.6001	9.1400e-003	0.0394	285.5777
Worker	0.3011	0.2198	3.4290	8.9000e-003	0.9217	6.2300e-003	0.9280	0.2455	5.7400e-003	0.2512		904.9105	904.9105	0.0245	0.0218	912.0104
Total	0.3267	0.8566	3.6473	0.0115	1.0014	0.0123	1.0137	0.2686	0.0115	0.2801		1,178.5106	1,178.5106	0.0336	0.0612	1,197.5881

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Building Construction - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946		1,104.6089	1,104.6089	0.3573		1,113.5402
Total	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946		1,104.6089	1,104.6089	0.3573		1,113.5402

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0150	0.4990	0.1933	2.4200e-003	0.0833	2.5100e-003	0.0858	0.0240	2.4000e-003	0.0264		260.3672	260.3672	8.7300e-003	0.0374	271.7404
Worker	0.2786	0.1942	3.1527	8.6100e-003	0.9725	5.8700e-003	0.9783	0.2579	5.4000e-003	0.2633		880.9731	880.9731	0.0219	0.0201	887.5051
Total	0.2936	0.6932	3.3460	0.0110	1.0557	8.3800e-003	1.0641	0.2819	7.8000e-003	0.2897		1,141.3403	1,141.3403	0.0307	0.0575	1,159.2456

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946	0.0000	1,104.6089	1,104.6089	0.3573		1,113.5402
Total	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946	0.0000	1,104.6089	1,104.6089	0.3573		1,113.5402

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0150	0.4990	0.1933	2.4200e-003	0.0797	2.5100e-003	0.0822	0.0231	2.4000e-003	0.0255		260.3672	260.3672	8.7300e-003	0.0374	271.7404
Worker	0.2786	0.1942	3.1527	8.6100e-003	0.9217	5.8700e-003	0.9276	0.2455	5.4000e-003	0.2509		880.9731	880.9731	0.0219	0.0201	887.5051
Total	0.2936	0.6932	3.3460	0.0110	1.0014	8.3800e-003	1.0098	0.2686	7.8000e-003	0.2764		1,141.3403	1,141.3403	0.0307	0.0575	1,159.2456

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.6 Paving - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6112	5.5046	7.0209	0.0113		0.2643	0.2643		0.2466	0.2466		1,036.0878	1,036.0878	0.3018		1,043.6331
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.6112	5.5046	7.0209	0.0113		0.2643	0.2643		0.2466	0.2466		1,036.0878	1,036.0878	0.3018		1,043.6331

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0576	0.0402	0.6523	1.7800e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		182.2703	182.2703	4.5400e-003	4.1500e-003	183.6218
Total	0.0576	0.0402	0.6523	1.7800e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		182.2703	182.2703	4.5400e-003	4.1500e-003	183.6218

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6112	5.5046	7.0209	0.0113		0.2643	0.2643		0.2466	0.2466	0.0000	1,036.0878	1,036.0878	0.3018		1,043.6331
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.6112	5.5046	7.0209	0.0113		0.2643	0.2643		0.2466	0.2466	0.0000	1,036.0878	1,036.0878	0.3018		1,043.6331

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0576	0.0402	0.6523	1.7800e-003	0.1907	1.2100e-003	0.1919	0.0508	1.1200e-003	0.0519		182.2703	182.2703	4.5400e-003	4.1500e-003	183.6218
Total	0.0576	0.0402	0.6523	1.7800e-003	0.1907	1.2100e-003	0.1919	0.0508	1.1200e-003	0.0519		182.2703	182.2703	4.5400e-003	4.1500e-003	183.6218

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	11.3004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	11.4921	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0544	0.0380	0.6160	1.6800e-003	0.1900	1.1500e-003	0.1912	0.0504	1.0600e-003	0.0515		172.1442	172.1442	4.2900e-003	3.9200e-003	173.4206
Total	0.0544	0.0380	0.6160	1.6800e-003	0.1900	1.1500e-003	0.1912	0.0504	1.0600e-003	0.0515		172.1442	172.1442	4.2900e-003	3.9200e-003	173.4206

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	11.3004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	11.4921	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0544	0.0380	0.6160	1.6800e-003	0.1801	1.1500e-003	0.1813	0.0480	1.0600e-003	0.0490		172.1442	172.1442	4.2900e-003	3.9200e-003	173.4206
Total	0.0544	0.0380	0.6160	1.6800e-003	0.1801	1.1500e-003	0.1813	0.0480	1.0600e-003	0.0490		172.1442	172.1442	4.2900e-003	3.9200e-003	173.4206

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	2.0453	2.1280	21.2541	0.0465	4.7351	0.0332	4.7684	1.2612	0.0308	1.2921		4,792.3978	4,792.3978	0.3078	0.1909	4,856.9720

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Unmitigated	2.0453	2.1280	21.2541	0.0465	4.7351	0.0332	4.7684	1.2612	0.0308	1.2921		4,792.3978	4,792.3978	0.3078	0.1909	4,856.9720
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Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	658.24	658.24	658.24	2,249,306	2,249,306
Total	658.24	658.24	658.24	2,249,306	2,249,306

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.544785	0.062844	0.187478	0.127235	0.023089	0.006083	0.010475	0.008012	0.000925	0.000611	0.024394	0.000698	0.00337

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
NaturalGas Unmitigated	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**5.2 Energy by Land Use - NaturalGas****Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	3696.18	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
Total		0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	3.69618	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
Total		0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282

6.0 Area Detail**6.1 Mitigation Measures Area**

Use only Natural Gas Hearths

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.1173	1.9373	10.7603	0.0122		0.2026	0.2026		0.2026	0.2026	0.0000	2,344.2101	2,344.2101	0.0619	0.0427	2,358.4659
Unmitigated	6.3830	2.4211	40.4176	0.1089		5.0407	5.0407		5.0407	5.0407	714.0983	2,344.2101	3,058.3084	3.4001	0.0427	3,156.0208

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**6.2 Area by SubCategory****Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2074					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	2.3958					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	3.4789	2.3060	30.4327	0.1084		4.9854	4.9854		4.9854	4.9854	714.0983	2,326.2353	3,040.3335	3.3829	0.0427	3,137.6138
Landscaping	0.3008	0.1151	9.9849	5.3000e-004		0.0553	0.0553		0.0553	0.0553		17.9748	17.9748	0.0173		18.4070
Total	6.3830	2.4211	40.4176	0.1089		5.0407	5.0407		5.0407	5.0407	714.0983	2,344.2101	3,058.3084	3.4001	0.0427	3,156.0208

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2074					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	2.3958					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.2132	1.8222	0.7754	0.0116		0.1473	0.1473		0.1473	0.1473	0.0000	2,326.2353	2,326.2353	0.0446	0.0427	2,340.0590
Landscaping	0.3008	0.1151	9.9849	5.3000e-004		0.0553	0.0553		0.0553	0.0553		17.9748	17.9748	0.0173		18.4070
Total	3.1173	1.9373	10.7603	0.0122		0.2026	0.2026		0.2026	0.2026	0.0000	2,344.2101	2,344.2101	0.0619	0.0427	2,358.4659

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

7.0 Water Detail

7.1 Mitigation Measures Water

- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower
- Use Water Efficient Irrigation System

8.0 Waste Detail

8.1 Mitigation Measures Waste

- Institute Recycling and Composting Services

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Western Ave SRO Apartments Project

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	121.00	Dwelling Unit	1.00	121,000.00	346

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	8			Operational Year	2023
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	390.98	CH4 Intensity (lb/MW hr)	0.033	N2O Intensity (lb/MW hr)	0.004

1.3 User Entered Comments & Non-Default Data

- Project Characteristics -
- Land Use - Acreage based on Site Plan
- Construction Phase - Schedule based on AQGHG Construction Questionnaire
- Demolition -
- Grading -
- Vehicle Trips - Trip Rate based on Trip Generation Memo
- Woodstoves - No wood burning per SCAQMD rules and regulations
- Construction Off-road Equipment Mitigation - SCAQMD rule compliance
- Water Mitigation -
- Waste Mitigation - per AB 939
- Area Mitigation -

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	6
tblConstDustMitigation	WaterUnpavedRoadMoistureContent	0	12
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	5.00	67.00
tblConstructionPhase	NumDays	100.00	171.00
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	2.00	60.00
tblConstructionPhase	NumDays	5.00	22.00
tblConstructionPhase	NumDays	1.00	10.00
tblFireplaces	NumberGas	102.85	109.85
tblFireplaces	NumberWood	6.05	0.00
tblGrading	MaterialExported	0.00	1,000.00
tblLandUse	LotAcreage	3.18	1.00
tblVehicleTrips	ST_TR	4.91	5.44
tblVehicleTrips	SU_TR	4.09	5.44

2.0 Emissions Summary**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2022	1.1223	12.3911	10.5269	0.0224	5.4397	0.5205	5.9602	2.6026	0.4789	3.0815	0.0000	2,234.7080	2,234.7080	0.4512	0.0627	2,263.1778
2023	12.2236	7.1556	10.1942	0.0220	1.0557	0.3375	1.3844	0.2819	0.3196	0.5843	0.0000	2,199.9425	2,199.9425	0.3882	0.0590	2,227.2232
Maximum	12.2236	12.3911	10.5269	0.0224	5.4397	0.5205	5.9602	2.6026	0.4789	3.0815	0.0000	2,234.7080	2,234.7080	0.4512	0.0627	2,263.1778

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2022	1.1223	12.3911	10.5269	0.0224	2.3912	0.5205	2.9117	1.1303	0.4789	1.6093	0.0000	2,234.7080	2,234.7080	0.4512	0.0627	2,263.1778
2023	12.2236	7.1556	10.1942	0.0220	1.0014	0.3375	1.3301	0.2686	0.3196	0.5710	0.0000	2,199.9425	2,199.9425	0.3882	0.0590	2,227.2232
Maximum	12.2236	12.3911	10.5269	0.0224	2.3912	0.5205	2.9117	1.1303	0.4789	1.6093	0.0000	2,234.7080	2,234.7080	0.4512	0.0627	2,263.1778

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	47.77	0.00	42.25	51.50	0.00	40.52	0.00	0.00	0.00	0.00	0.00	0.00

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	6.3830	2.4211	40.4176	0.1089		5.0407	5.0407		5.0407	5.0407	714.0983	2,344.2101	3,058.3084	3.4001	0.0427	3,156.0208
Energy	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
Mobile	2.0098	2.2997	20.7274	0.0445	4.7351	0.0332	4.7684	1.2612	0.0308	1.2921		4,587.5032	4,587.5032	0.3164	0.1995	4,654.8552
Total	8.4326	5.0614	61.2899	0.1556	4.7351	5.1014	9.8366	1.2612	5.0990	6.3603	714.0983	7,366.5575	8,080.6557	3.7249	0.2501	8,248.3042

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	3.1173	1.9373	10.7603	0.0122		0.2026	0.2026		0.2026	0.2026	0.0000	2,344.2101	2,344.2101	0.0619	0.0427	2,358.4659
Energy	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
Mobile	2.0098	2.2997	20.7274	0.0445	4.7351	0.0332	4.7684	1.2612	0.0308	1.2921		4,587.5032	4,587.5032	0.3164	0.1995	4,654.8552
Total	5.1669	4.5776	31.6326	0.0589	4.7351	0.2634	4.9985	1.2612	0.2610	1.5222	0.0000	7,366.5575	7,366.5575	0.3866	0.2501	7,450.7493

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	38.73	9.56	48.39	62.18	0.00	94.84	49.18	0.00	94.88	76.07	100.00	0.00	8.84	89.62	0.00	9.67

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2022	6/28/2022	5	20	
2	Site Preparation	Site Preparation	6/29/2022	7/12/2022	5	10	
3	Grading	Grading	7/13/2022	10/4/2022	5	60	
4	Building Construction	Building Construction	10/5/2022	5/31/2023	5	171	
5	Paving	Paving	6/1/2023	7/1/2023	5	22	
6	Architectural Coating	Architectural Coating	6/1/2023	9/1/2023	5	67	

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Acres of Grading (Site Preparation Phase): 5

Acres of Grading (Grading Phase): 45

Acres of Paving: 0

Residential Indoor: 245,025; Residential Outdoor: 81,675; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	55.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	125.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	87.00	13.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	17.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.1 Mitigation Measures Construction**

Replace Ground Cover

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

3.2 Demolition - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5906	0.0000	0.5906	0.0894	0.0000	0.0894			0.0000			0.0000
Off-Road	0.7094	6.4138	7.4693	0.0120		0.3375	0.3375		0.3225	0.3225		1,147.9025	1,147.9025	0.2119		1,153.2001
Total	0.7094	6.4138	7.4693	0.0120	0.5906	0.3375	0.9281	0.0894	0.3225	0.4120		1,147.9025	1,147.9025	0.2119		1,153.2001

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0125	0.4806	0.1096	1.7100e-003	0.0481	3.4400e-003	0.0516	0.0132	3.2900e-003	0.0165		187.2682	187.2682	9.9300e-003	0.0297	196.3710
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0371	0.0279	0.3619	9.7000e-004	0.1118	7.2000e-004	0.1125	0.0296	6.6000e-004	0.0303		98.5133	98.5133	2.8500e-003	2.6700e-003	99.3813
Total	0.0496	0.5085	0.4715	2.6800e-003	0.1599	4.1600e-003	0.1641	0.0428	3.9500e-003	0.0468		285.7815	285.7815	0.0128	0.0324	295.7523

Mitigated Construction On-Site

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2525	0.0000	0.2525	0.0382	0.0000	0.0382			0.0000			0.0000
Off-Road	0.7094	6.4138	7.4693	0.0120		0.3375	0.3375		0.3225	0.3225	0.0000	1,147.9025	1,147.9025	0.2119		1,153.2001
Total	0.7094	6.4138	7.4693	0.0120	0.2525	0.3375	0.5900	0.0382	0.3225	0.3608	0.0000	1,147.9025	1,147.9025	0.2119		1,153.2001

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0125	0.4806	0.1096	1.7100e-003	0.0460	3.4400e-003	0.0494	0.0127	3.2900e-003	0.0160		187.2682	187.2682	9.9300e-003	0.0297	196.3710
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0371	0.0279	0.3619	9.7000e-004	0.1060	7.2000e-004	0.1067	0.0282	6.6000e-004	0.0289		98.5133	98.5133	2.8500e-003	2.6700e-003	99.3813
Total	0.0496	0.5085	0.4715	2.6800e-003	0.1519	4.1600e-003	0.1561	0.0409	3.9500e-003	0.0448		285.7815	285.7815	0.0128	0.0324	295.7523

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.3 Site Preparation - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.5797	6.9332	3.9597	9.7300e-003		0.2573	0.2573		0.2367	0.2367		942.5179	942.5179	0.3048		950.1386
Total	0.5797	6.9332	3.9597	9.7300e-003	0.5303	0.2573	0.7876	0.0573	0.2367	0.2940		942.5179	942.5179	0.3048		950.1386

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0185	0.0140	0.1809	4.8000e-004	0.0559	3.6000e-004	0.0563	0.0148	3.3000e-004	0.0152		49.2567	49.2567	1.4200e-003	1.3400e-003	49.6907
Total	0.0185	0.0140	0.1809	4.8000e-004	0.0559	3.6000e-004	0.0563	0.0148	3.3000e-004	0.0152		49.2567	49.2567	1.4200e-003	1.3400e-003	49.6907

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2267	0.0000	0.2267	0.0245	0.0000	0.0245			0.0000			0.0000
Off-Road	0.5797	6.9332	3.9597	9.7300e-003		0.2573	0.2573		0.2367	0.2367	0.0000	942.5179	942.5179	0.3048		950.1386
Total	0.5797	6.9332	3.9597	9.7300e-003	0.2267	0.2573	0.4840	0.0245	0.2367	0.2612	0.0000	942.5179	942.5179	0.3048		950.1386

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0185	0.0140	0.1809	4.8000e-004	0.0530	3.6000e-004	0.0533	0.0141	3.3000e-004	0.0144		49.2567	49.2567	1.4200e-003	1.3400e-003	49.6907
Total	0.0185	0.0140	0.1809	4.8000e-004	0.0530	3.6000e-004	0.0533	0.0141	3.3000e-004	0.0144		49.2567	49.2567	1.4200e-003	1.3400e-003	49.6907

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Grading - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					5.3138	0.0000	5.3138	2.5688	0.0000	2.5688			0.0000			0.0000
Off-Road	1.0832	12.0046	5.9360	0.0141		0.5173	0.5173		0.4759	0.4759		1,364.8198	1,364.8198	0.4414		1,375.8551
Total	1.0832	12.0046	5.9360	0.0141	5.3138	0.5173	5.8311	2.5688	0.4759	3.0447		1,364.8198	1,364.8198	0.4414		1,375.8551

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	9.4700e-003	0.3641	0.0830	1.3000e-003	0.0365	2.6000e-003	0.0391	0.0100	2.4900e-003	0.0125		141.8698	141.8698	7.5200e-003	0.0225	148.7659
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0296	0.0223	0.2895	7.7000e-004	0.0894	5.7000e-004	0.0900	0.0237	5.3000e-004	0.0242		78.8107	78.8107	2.2800e-003	2.1400e-003	79.5051
Total	0.0391	0.3864	0.3725	2.0700e-003	0.1259	3.1700e-003	0.1291	0.0337	3.0200e-003	0.0367		220.6805	220.6805	9.8000e-003	0.0247	228.2710

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.2717	0.0000	2.2717	1.0982	0.0000	1.0982			0.0000			0.0000
Off-Road	1.0832	12.0046	5.9360	0.0141		0.5173	0.5173		0.4759	0.4759	0.0000	1,364.8198	1,364.8198	0.4414		1,375.8551
Total	1.0832	12.0046	5.9360	0.0141	2.2717	0.5173	2.7889	1.0982	0.4759	1.5741	0.0000	1,364.8198	1,364.8198	0.4414		1,375.8551

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	9.4700e-003	0.3641	0.0830	1.3000e-003	0.0348	2.6000e-003	0.0374	9.5900e-003	2.4900e-003	0.0121		141.8698	141.8698	7.5200e-003	0.0225	148.7659
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0296	0.0223	0.2895	7.7000e-004	0.0848	5.7000e-004	0.0853	0.0226	5.3000e-004	0.0231		78.8107	78.8107	2.2800e-003	2.1400e-003	79.5051
Total	0.0391	0.3864	0.3725	2.0700e-003	0.1196	3.1700e-003	0.1228	0.0322	3.0200e-003	0.0352		220.6805	220.6805	9.8000e-003	0.0247	228.2710

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Building Construction - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6863	7.0258	7.1527	0.0114		0.3719	0.3719		0.3422	0.3422		1,103.9393	1,103.9393	0.3570		1,112.8652
Total	0.6863	7.0258	7.1527	0.0114		0.3719	0.3719		0.3422	0.3422		1,103.9393	1,103.9393	0.3570		1,112.8652

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0253	0.6631	0.2259	2.5500e-003	0.0833	6.0900e-003	0.0894	0.0240	5.8200e-003	0.0298		273.7029	273.7029	9.1100e-003	0.0395	285.6949
Worker	0.3224	0.2429	3.1483	8.4200e-003	0.9725	6.2300e-003	0.9787	0.2579	5.7400e-003	0.2636		857.0659	857.0659	0.0248	0.0233	864.6177
Total	0.3476	0.9060	3.3742	0.0110	1.0557	0.0123	1.0681	0.2819	0.0116	0.2934		1,130.7687	1,130.7687	0.0339	0.0627	1,150.3126

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6863	7.0258	7.1527	0.0114		0.3719	0.3719		0.3422	0.3422	0.0000	1,103.9393	1,103.9393	0.3570		1,112.8652
Total	0.6863	7.0258	7.1527	0.0114		0.3719	0.3719		0.3422	0.3422	0.0000	1,103.9393	1,103.9393	0.3570		1,112.8652

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0253	0.6631	0.2259	2.5500e-003	0.0797	6.0900e-003	0.0858	0.0231	5.8200e-003	0.0289		273.7029	273.7029	9.1100e-003	0.0395	285.6949
Worker	0.3224	0.2429	3.1483	8.4200e-003	0.9217	6.2300e-003	0.9280	0.2455	5.7400e-003	0.2512		857.0659	857.0659	0.0248	0.0233	864.6177
Total	0.3476	0.9060	3.3742	0.0110	1.0014	0.0123	1.0138	0.2686	0.0116	0.2801		1,130.7687	1,130.7687	0.0339	0.0627	1,150.3126

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946		1,104.6089	1,104.6089	0.3573		1,113.5402
Total	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946		1,104.6089	1,104.6089	0.3573		1,113.5402

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0145	0.5224	0.1994	2.4200e-003	0.0833	2.5200e-003	0.0858	0.0240	2.4100e-003	0.0264		260.8064	260.8064	8.6900e-003	0.0375	272.2084
Worker	0.2993	0.2146	2.8978	8.1500e-003	0.9725	5.8700e-003	0.9783	0.2579	5.4000e-003	0.2633		834.5272	834.5272	0.0222	0.0215	841.4746
Total	0.3138	0.7370	3.0972	0.0106	1.0557	8.3900e-003	1.0641	0.2819	7.8100e-003	0.2897		1,095.3336	1,095.3336	0.0309	0.0590	1,113.6830

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946	0.0000	1,104.6089	1,104.6089	0.3573		1,113.5402
Total	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946	0.0000	1,104.6089	1,104.6089	0.3573		1,113.5402

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0145	0.5224	0.1994	2.4200e-003	0.0797	2.5200e-003	0.0822	0.0231	2.4100e-003	0.0255		260.8064	260.8064	8.6900e-003	0.0375	272.2084
Worker	0.2993	0.2146	2.8978	8.1500e-003	0.9217	5.8700e-003	0.9276	0.2455	5.4000e-003	0.2509		834.5272	834.5272	0.0222	0.0215	841.4746
Total	0.3138	0.7370	3.0972	0.0106	1.0014	8.3900e-003	1.0098	0.2686	7.8100e-003	0.2764		1,095.3336	1,095.3336	0.0309	0.0590	1,113.6830

3.6 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6112	5.5046	7.0209	0.0113		0.2643	0.2643		0.2466	0.2466		1,036.0878	1,036.0878	0.3018		1,043.6331
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.6112	5.5046	7.0209	0.0113		0.2643	0.2643		0.2466	0.2466		1,036.0878	1,036.0878	0.3018		1,043.6331

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0619	0.0444	0.5996	1.6900e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		172.6608	172.6608	4.6000e-003	4.4400e-003	174.0982
Total	0.0619	0.0444	0.5996	1.6900e-003	0.2012	1.2100e-003	0.2024	0.0534	1.1200e-003	0.0545		172.6608	172.6608	4.6000e-003	4.4400e-003	174.0982

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6112	5.5046	7.0209	0.0113		0.2643	0.2643		0.2466	0.2466	0.0000	1,036.0878	1,036.0878	0.3018		1,043.6331
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.6112	5.5046	7.0209	0.0113		0.2643	0.2643		0.2466	0.2466	0.0000	1,036.0878	1,036.0878	0.3018		1,043.6331

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0619	0.0444	0.5996	1.6900e-003	0.1907	1.2100e-003	0.1919	0.0508	1.1200e-003	0.0519		172.6608	172.6608	4.6000e-003	4.4400e-003	174.0982
Total	0.0619	0.0444	0.5996	1.6900e-003	0.1907	1.2100e-003	0.1919	0.0508	1.1200e-003	0.0519		172.6608	172.6608	4.6000e-003	4.4400e-003	174.0982

3.7 Architectural Coating - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	11.3004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	11.4921	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0585	0.0419	0.5662	1.5900e-003	0.1900	1.1500e-003	0.1912	0.0504	1.0600e-003	0.0515		163.0685	163.0685	4.3500e-003	4.1900e-003	164.4261
Total	0.0585	0.0419	0.5662	1.5900e-003	0.1900	1.1500e-003	0.1912	0.0504	1.0600e-003	0.0515		163.0685	163.0685	4.3500e-003	4.1900e-003	164.4261

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	11.3004					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	11.4921	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0585	0.0419	0.5662	1.5900e-003	0.1801	1.1500e-003	0.1813	0.0480	1.0600e-003	0.0490		163.0685	163.0685	4.3500e-003	4.1900e-003	164.4261
Total	0.0585	0.0419	0.5662	1.5900e-003	0.1801	1.1500e-003	0.1813	0.0480	1.0600e-003	0.0490		163.0685	163.0685	4.3500e-003	4.1900e-003	164.4261

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	2.0098	2.2997	20.7274	0.0445	4.7351	0.0332	4.7684	1.2612	0.0308	1.2921		4,587.5032	4,587.5032	0.3164	0.1995	4,654.8552
Unmitigated	2.0098	2.2997	20.7274	0.0445	4.7351	0.0332	4.7684	1.2612	0.0308	1.2921		4,587.5032	4,587.5032	0.3164	0.1995	4,654.8552

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated		Mitigated	
	Weekday	Saturday	Sunday	Annual VMT		Annual VMT	
Apartments Mid Rise	658.24	658.24	658.24	2,249,306		2,249,306	
Total	658.24	658.24	658.24	2,249,306		2,249,306	

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**4.4 Fleet Mix**

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.544785	0.062844	0.187478	0.127235	0.023089	0.006083	0.010475	0.008012	0.000925	0.000611	0.024394	0.000698	0.003374

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
NaturalGas Unmitigated	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	3696.18	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
Total		0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Mid Rise	3.69618	0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282
Total		0.0399	0.3406	0.1450	2.1700e-003		0.0275	0.0275		0.0275	0.0275		434.8442	434.8442	8.3300e-003	7.9700e-003	437.4282

6.0 Area Detail**6.1 Mitigation Measures Area**

Use only Natural Gas Hearths

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.1173	1.9373	10.7603	0.0122		0.2026	0.2026		0.2026	0.2026	0.0000	2,344.2101	2,344.2101	0.0619	0.0427	2,358.4659
Unmitigated	6.3830	2.4211	40.4176	0.1089		5.0407	5.0407		5.0407	5.0407	714.0983	2,344.2101	3,058.3084	3.4001	0.0427	3,156.0208

6.2 Area by SubCategoryUnmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2074					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	2.3958					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	3.4789	2.3060	30.4327	0.1084		4.9854	4.9854		4.9854	4.9854	714.0983	2,326.2353	3,040.3335	3.3829	0.0427	3,137.6138
Landscaping	0.3008	0.1151	9.9849	5.3000e-004		0.0553	0.0553		0.0553	0.0553		17.9748	17.9748	0.0173		18.4070

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total	6.3830	2.4211	40.4176	0.1089		5.0407	5.0407		5.0407	5.0407	714.0983	2,344.2101	3,058.3084	3.4001	0.0427	3,156.0208
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Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2074					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	2.3958					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.2132	1.8222	0.7754	0.0116		0.1473	0.1473		0.1473	0.1473	0.0000	2,326.2353	2,326.2353	0.0446	0.0427	2,340.0590
Landscaping	0.3008	0.1151	9.9849	5.3000e-004		0.0553	0.0553		0.0553	0.0553		17.9748	17.9748	0.0173		18.4070
Total	3.1173	1.9373	10.7603	0.0122		0.2026	0.2026		0.2026	0.2026	0.0000	2,344.2101	2,344.2101	0.0619	0.0427	2,358.4659

7.0 Water Detail

7.1 Mitigation Measures Water

- Install Low Flow Bathroom Faucet
- Install Low Flow Kitchen Faucet
- Install Low Flow Toilet
- Install Low Flow Shower
- Use Water Efficient Irrigation System

8.0 Waste Detail

8.1 Mitigation Measures Waste

- Institute Recycling and Composting Services

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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Western Ave SRO Apartments Project - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Western Ave SRO Apartments Project
Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Apartments Mid Rise	121.00	Dwelling Unit	1.00	121,000.00	346

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	33
Climate Zone	8			Operational Year	2023
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	390.98	CH4 Intensity (lb/MW hr)	0.033	N2O Intensity (lb/MW hr)	0.004

1.3 User Entered Comments & Non-Default Data

- Project Characteristics -
- Land Use - Acreage based on Site Plan
- Construction Phase - Schedule based on AQGHG Construction Questionnaire
- Demolition -
- Grading -
- Vehicle Trips - Trip Rate based on Trip Generation Memo
- Woodstoves - No wood burning per SCAQMD rules and regulations
- Construction Off-road Equipment Mitigation - SCAQMD rule compliance
- Water Mitigation -
- Waste Mitigation - per AB 939
- Area Mitigation -

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Table Name	Column Name	Default Value	New Value
tblConstDustMitigation	CleanPavedRoadPercentReduction	0	6
tblConstDustMitigation	WaterUnpavedRoadMoistureContent	0	12
tblConstDustMitigation	WaterUnpavedRoadVehicleSpeed	0	15
tblConstructionPhase	NumDays	5.00	67.00
tblConstructionPhase	NumDays	100.00	171.00
tblConstructionPhase	NumDays	10.00	20.00
tblConstructionPhase	NumDays	2.00	60.00
tblConstructionPhase	NumDays	5.00	22.00
tblConstructionPhase	NumDays	1.00	10.00
tblFireplaces	NumberGas	102.85	109.85
tblFireplaces	NumberWood	6.05	0.00
tblGrading	MaterialExported	0.00	1,000.00
tblLandUse	LotAcreage	3.18	1.00
tblVehicleTrips	ST_TR	4.91	5.44
tblVehicleTrips	SU_TR	4.09	5.44

2.0 Emissions Summary**2.1 Overall Construction****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.0760	0.7261	0.6237	1.3900e-003	0.2061	0.0324	0.2386	0.0885	0.0300	0.1184	0.0000	124.9274	124.9274	0.0269	2.7700e-003	126.4263
2023	0.4440	0.4929	0.7185	1.4900e-003	0.0643	0.0231	0.0874	0.0172	0.0215	0.0387	0.0000	134.0390	134.0390	0.0227	3.0800e-003	135.5242
Maximum	0.4440	0.7261	0.7185	1.4900e-003	0.2061	0.0324	0.2386	0.0885	0.0300	0.1184	0.0000	134.0390	134.0390	0.0269	3.0800e-003	135.5242

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2022	0.0760	0.7261	0.6237	1.3900e-003	0.1080	0.0324	0.1404	0.0432	0.0300	0.0731	0.0000	124.9273	124.9273	0.0269	2.7700e-003	126.4262
2023	0.4440	0.4929	0.7185	1.4900e-003	0.0610	0.0231	0.0841	0.0164	0.0215	0.0378	0.0000	134.0390	134.0390	0.0227	3.0800e-003	135.5241
Maximum	0.4440	0.7261	0.7185	1.4900e-003	0.1080	0.0324	0.1404	0.0432	0.0300	0.0731	0.0000	134.0390	134.0390	0.0269	3.0800e-003	135.5241

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	37.50	0.00	31.11	43.62	0.00	29.34	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	6-1-2022	8-31-2022	0.3553	0.3553
2	9-1-2022	11-30-2022	0.3464	0.3464
3	12-1-2022	2-28-2023	0.2700	0.2700
4	3-1-2023	5-31-2023	0.2648	0.2648
5	6-1-2023	8-31-2023	0.4922	0.4922
6	9-1-2023	9-30-2023	0.0046	0.0046
		Highest	0.4922	0.4922

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category tons/yr											MT/yr					
Area	0.5562	0.0432	1.6285	1.4200e-003		0.0692	0.0692		0.0692	0.0692	8.0977	28.4174	36.5151	0.0403	4.8000e-004	37.6673
Energy	7.2700e-003	0.0622	0.0265	4.0000e-004		5.0300e-003	5.0300e-003		5.0300e-003	5.0300e-003	0.0000	154.2628	154.2628	8.3200e-003	2.1600e-003	155.1150
Mobile	0.3597	0.4247	3.8091	8.1900e-003	0.8450	6.0400e-003	0.8510	0.2254	5.6000e-003	0.2310	0.0000	765.5843	765.5843	0.0520	0.0332	776.7616
Waste						0.0000	0.0000		0.0000	0.0000	11.2985	0.0000	11.2985	0.6677	0.0000	27.9915
Water						0.0000	0.0000		0.0000	0.0000	2.5011	27.9977	30.4988	0.2593	6.3500e-003	38.8730
Total	0.9231	0.5300	5.4641	0.0100	0.8450	0.0803	0.9253	0.2254	0.0799	0.3053	21.8973	976.2621	998.1595	1.0276	0.0421	1,036.4084

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category tons/yr											MT/yr					
Area	0.5154	0.0372	1.2578	2.1000e-004		8.7500e-003	8.7500e-003		8.7500e-003	8.7500e-003	0.0000	28.4174	28.4174	2.4700e-003	4.8000e-004	28.6231
Energy	7.2700e-003	0.0622	0.0265	4.0000e-004		5.0300e-003	5.0300e-003		5.0300e-003	5.0300e-003	0.0000	154.2628	154.2628	8.3200e-003	2.1600e-003	155.1150
Mobile	0.3597	0.4247	3.8091	8.1900e-003	0.8450	6.0400e-003	0.8510	0.2254	5.6000e-003	0.2310	0.0000	765.5843	765.5843	0.0520	0.0332	776.7616
Waste						0.0000	0.0000		0.0000	0.0000	5.6492	0.0000	5.6492	0.3339	0.0000	13.9958
Water						0.0000	0.0000		0.0000	0.0000	2.0009	23.7593	25.7602	0.2075	5.1000e-003	32.4666
Total	0.8823	0.5240	5.0934	8.8000e-003	0.8450	0.0198	0.8648	0.2254	0.0194	0.2448	7.6501	972.0238	979.6739	0.6042	0.0409	1,006.9621

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	4.42	1.14	6.78	12.09	0.00	75.32	6.54	0.00	75.73	19.81	65.06	0.43	1.85	41.21	2.97	2.84

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	6/1/2022	6/28/2022	5	20	
2	Site Preparation	Site Preparation	6/29/2022	7/12/2022	5	10	
3	Grading	Grading	7/13/2022	10/4/2022	5	60	
4	Building Construction	Building Construction	10/5/2022	5/31/2023	5	171	
5	Paving	Paving	6/1/2023	7/1/2023	5	22	
6	Architectural Coating	Architectural Coating	6/1/2023	9/1/2023	5	67	

Acres of Grading (Site Preparation Phase): 5**Acres of Grading (Grading Phase): 45****Acres of Paving: 0****Residential Indoor: 245,025; Residential Outdoor: 81,675; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	6.00	187	0.41
Grading	Rubber Tired Dozers	1	6.00	247	0.40
Grading	Tractors/Loaders/Backhoes	1	7.00	97	0.37

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	55.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	3	8.00	0.00	125.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	87.00	13.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	17.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Replace Ground Cover

Water Exposed Area

Water Unpaved Roads

Reduce Vehicle Speed on Unpaved Roads

Clean Paved Roads

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.2 Demolition - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					5.9100e-003	0.0000	5.9100e-003	8.9000e-004	0.0000	8.9000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.0900e-003	0.0641	0.0747	1.2000e-004		3.3800e-003	3.3800e-003		3.2300e-003	3.2300e-003	0.0000	10.4136	10.4136	1.9200e-003	0.0000	10.4617
Total	7.0900e-003	0.0641	0.0747	1.2000e-004	5.9100e-003	3.3800e-003	9.2900e-003	8.9000e-004	3.2300e-003	4.1200e-003	0.0000	10.4136	10.4136	1.9200e-003	0.0000	10.4617

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.3000e-004	4.8600e-003	1.0800e-003	2.0000e-005	4.7000e-004	3.0000e-005	5.1000e-004	1.3000e-004	3.0000e-005	1.6000e-004	0.0000	1.6986	1.6986	9.0000e-005	2.7000e-004	1.7812
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.4000e-004	2.9000e-004	3.7100e-003	1.0000e-005	1.1000e-003	1.0000e-005	1.1000e-003	2.9000e-004	1.0000e-005	3.0000e-004	0.0000	0.9071	0.9071	3.0000e-005	2.0000e-005	0.9151
Total	4.7000e-004	5.1500e-003	4.7900e-003	3.0000e-005	1.5700e-003	4.0000e-005	1.6100e-003	4.2000e-004	4.0000e-005	4.6000e-004	0.0000	2.6057	2.6057	1.2000e-004	2.9000e-004	2.6962

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.5200e-003	0.0000	2.5200e-003	3.8000e-004	0.0000	3.8000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.0900e-003	0.0641	0.0747	1.2000e-004		3.3800e-003	3.3800e-003		3.2300e-003	3.2300e-003	0.0000	10.4136	10.4136	1.9200e-003	0.0000	10.4616
Total	7.0900e-003	0.0641	0.0747	1.2000e-004	2.5200e-003	3.3800e-003	5.9000e-003	3.8000e-004	3.2300e-003	3.6100e-003	0.0000	10.4136	10.4136	1.9200e-003	0.0000	10.4616

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.3000e-004	4.8600e-003	1.0800e-003	2.0000e-005	4.5000e-004	3.0000e-005	4.9000e-004	1.2000e-004	3.0000e-005	1.6000e-004	0.0000	1.6986	1.6986	9.0000e-005	2.7000e-004	1.7812
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.4000e-004	2.9000e-004	3.7100e-003	1.0000e-005	1.0400e-003	1.0000e-005	1.0500e-003	2.8000e-004	1.0000e-005	2.8000e-004	0.0000	0.9071	0.9071	3.0000e-005	2.0000e-005	0.9151
Total	4.7000e-004	5.1500e-003	4.7900e-003	3.0000e-005	1.4900e-003	4.0000e-005	1.5400e-003	4.0000e-004	4.0000e-005	4.4000e-004	0.0000	2.6057	2.6057	1.2000e-004	2.9000e-004	2.6962

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.3 Site Preparation - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.6500e-003	0.0000	2.6500e-003	2.9000e-004	0.0000	2.9000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.9000e-003	0.0347	0.0198	5.0000e-005		1.2900e-003	1.2900e-003		1.1800e-003	1.1800e-003	0.0000	4.2752	4.2752	1.3800e-003	0.0000	4.3098
Total	2.9000e-003	0.0347	0.0198	5.0000e-005	2.6500e-003	1.2900e-003	3.9400e-003	2.9000e-004	1.1800e-003	1.4700e-003	0.0000	4.2752	4.2752	1.3800e-003	0.0000	4.3098

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-005	7.0000e-005	9.3000e-004	0.0000	2.7000e-004	0.0000	2.8000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2268	0.2268	1.0000e-005	1.0000e-005	0.2288
Total	9.0000e-005	7.0000e-005	9.3000e-004	0.0000	2.7000e-004	0.0000	2.8000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2268	0.2268	1.0000e-005	1.0000e-005	0.2288

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.1300e-003	0.0000	1.1300e-003	1.2000e-004	0.0000	1.2000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.9000e-003	0.0347	0.0198	5.0000e-005		1.2900e-003	1.2900e-003		1.1800e-003	1.1800e-003	0.0000	4.2752	4.2752	1.3800e-003	0.0000	4.3098
Total	2.9000e-003	0.0347	0.0198	5.0000e-005	1.1300e-003	1.2900e-003	2.4200e-003	1.2000e-004	1.1800e-003	1.3000e-003	0.0000	4.2752	4.2752	1.3800e-003	0.0000	4.3098

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.0000e-005	7.0000e-005	9.3000e-004	0.0000	2.6000e-004	0.0000	2.6000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2268	0.2268	1.0000e-005	1.0000e-005	0.2288
Total	9.0000e-005	7.0000e-005	9.3000e-004	0.0000	2.6000e-004	0.0000	2.6000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2268	0.2268	1.0000e-005	1.0000e-005	0.2288

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Grading - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1594	0.0000	0.1594	0.0771	0.0000	0.0771	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0325	0.3601	0.1781	4.2000e-004		0.0155	0.0155		0.0143	0.0143	0.0000	37.1443	37.1443	0.0120	0.0000	37.4446
Total	0.0325	0.3601	0.1781	4.2000e-004	0.1594	0.0155	0.1749	0.0771	0.0143	0.0914	0.0000	37.1443	37.1443	0.0120	0.0000	37.4446

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.9000e-004	0.0111	2.4600e-003	4.0000e-005	1.0800e-003	8.0000e-005	1.1500e-003	3.0000e-004	7.0000e-005	3.7000e-004	0.0000	3.8604	3.8604	2.0000e-004	6.1000e-004	4.0481
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.2000e-004	6.9000e-004	8.9100e-003	2.0000e-005	2.6300e-003	2.0000e-005	2.6500e-003	7.0000e-004	2.0000e-005	7.1000e-004	0.0000	2.1770	2.1770	6.0000e-005	6.0000e-005	2.1961
Total	1.1100e-003	0.0118	0.0114	6.0000e-005	3.7100e-003	1.0000e-004	3.8000e-003	1.0000e-003	9.0000e-005	1.0800e-003	0.0000	6.0374	6.0374	2.6000e-004	6.7000e-004	6.2442

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0682	0.0000	0.0682	0.0330	0.0000	0.0330	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0325	0.3601	0.1781	4.2000e-004		0.0155	0.0155		0.0143	0.0143	0.0000	37.1443	37.1443	0.0120	0.0000	37.4446
Total	0.0325	0.3601	0.1781	4.2000e-004	0.0682	0.0155	0.0837	0.0330	0.0143	0.0472	0.0000	37.1443	37.1443	0.0120	0.0000	37.4446

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.9000e-004	0.0111	2.4600e-003	4.0000e-005	1.0300e-003	8.0000e-005	1.1000e-003	2.8000e-004	7.0000e-005	3.6000e-004	0.0000	3.8604	3.8604	2.0000e-004	6.1000e-004	4.0481
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.2000e-004	6.9000e-004	8.9100e-003	2.0000e-005	2.4900e-003	2.0000e-005	2.5100e-003	6.6000e-004	2.0000e-005	6.8000e-004	0.0000	2.1770	2.1770	6.0000e-005	6.0000e-005	2.1961
Total	1.1100e-003	0.0118	0.0114	6.0000e-005	3.5200e-003	1.0000e-004	3.6100e-003	9.4000e-004	9.0000e-005	1.0400e-003	0.0000	6.0374	6.0374	2.6000e-004	6.7000e-004	6.2442

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Building Construction - 2022****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0216	0.2213	0.2253	3.6000e-004		0.0117	0.0117		0.0108	0.0108	0.0000	31.5465	31.5465	0.0102	0.0000	31.8016
Total	0.0216	0.2213	0.2253	3.6000e-004		0.0117	0.0117		0.0108	0.0108	0.0000	31.5465	31.5465	0.0102	0.0000	31.8016

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.0000e-004	0.0211	6.9800e-003	8.0000e-005	2.5800e-003	1.9000e-004	2.7700e-003	7.4000e-004	1.8000e-004	9.3000e-004	0.0000	7.8197	7.8197	2.6000e-004	1.1300e-003	8.1624
Worker	9.3900e-003	7.8200e-003	0.1017	2.7000e-004	0.0300	2.0000e-004	0.0302	7.9800e-003	1.8000e-004	8.1600e-003	0.0000	24.8583	24.8583	7.1000e-004	6.8000e-004	25.0771
Total	0.0102	0.0289	0.1087	3.5000e-004	0.0326	3.9000e-004	0.0330	8.7200e-003	3.6000e-004	9.0900e-003	0.0000	32.6780	32.6780	9.7000e-004	1.8100e-003	33.2395

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0216	0.2213	0.2253	3.6000e-004		0.0117	0.0117		0.0108	0.0108	0.0000	31.5465	31.5465	0.0102	0.0000	31.8016
Total	0.0216	0.2213	0.2253	3.6000e-004		0.0117	0.0117		0.0108	0.0108	0.0000	31.5465	31.5465	0.0102	0.0000	31.8016

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.0000e-004	0.0211	6.9800e-003	8.0000e-005	2.4700e-003	1.9000e-004	2.6600e-003	7.2000e-004	1.8000e-004	9.0000e-004	0.0000	7.8197	7.8197	2.6000e-004	1.1300e-003	8.1624
Worker	9.3900e-003	7.8200e-003	0.1017	2.7000e-004	0.0285	2.0000e-004	0.0287	7.5900e-003	1.8000e-004	7.7700e-003	0.0000	24.8583	24.8583	7.1000e-004	6.8000e-004	25.0771
Total	0.0102	0.0289	0.1087	3.5000e-004	0.0309	3.9000e-004	0.0313	8.3100e-003	3.6000e-004	8.6700e-003	0.0000	32.6780	32.6780	9.7000e-004	1.8100e-003	33.2395

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Building Construction - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0341	0.3466	0.3832	6.2000e-004		0.0173	0.0173		0.0159	0.0159	0.0000	54.1126	54.1126	0.0175	0.0000	54.5501
Total	0.0341	0.3466	0.3832	6.2000e-004		0.0173	0.0173		0.0159	0.0159	0.0000	54.1126	54.1126	0.0175	0.0000	54.5501

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.9000e-004	0.0283	0.0106	1.3000e-004	4.4200e-003	1.4000e-004	4.5600e-003	1.2800e-003	1.3000e-004	1.4100e-003	0.0000	12.7639	12.7639	4.3000e-004	1.8400e-003	13.3220
Worker	0.0149	0.0118	0.1605	4.5000e-004	0.0515	3.2000e-004	0.0518	0.0137	2.9000e-004	0.0140	0.0000	41.4916	41.4916	1.0900e-003	1.0700e-003	41.8368
Total	0.0157	0.0401	0.1711	5.8000e-004	0.0559	4.6000e-004	0.0564	0.0150	4.2000e-004	0.0154	0.0000	54.2556	54.2556	1.5200e-003	2.9100e-003	55.1587

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0341	0.3466	0.3832	6.2000e-004		0.0173	0.0173		0.0159	0.0159	0.0000	54.1125	54.1125	0.0175	0.0000	54.5500
Total	0.0341	0.3466	0.3832	6.2000e-004		0.0173	0.0173		0.0159	0.0159	0.0000	54.1125	54.1125	0.0175	0.0000	54.5500

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	7.9000e-004	0.0283	0.0106	1.3000e-004	4.2400e-003	1.4000e-004	4.3700e-003	1.2300e-003	1.3000e-004	1.3600e-003	0.0000	12.7639	12.7639	4.3000e-004	1.8400e-003	13.3220
Worker	0.0149	0.0118	0.1605	4.5000e-004	0.0488	3.2000e-004	0.0491	0.0130	2.9000e-004	0.0133	0.0000	41.4916	41.4916	1.0900e-003	1.0700e-003	41.8368
Total	0.0157	0.0401	0.1711	5.8000e-004	0.0530	4.6000e-004	0.0535	0.0143	4.2000e-004	0.0147	0.0000	54.2556	54.2556	1.5200e-003	2.9100e-003	55.1587

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.6 Paving - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7200e-003	0.0606	0.0772	1.2000e-004		2.9100e-003	2.9100e-003		2.7100e-003	2.7100e-003	0.0000	10.3392	10.3392	3.0100e-003	0.0000	10.4145
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	6.7200e-003	0.0606	0.0772	1.2000e-004		2.9100e-003	2.9100e-003		2.7100e-003	2.7100e-003	0.0000	10.3392	10.3392	3.0100e-003	0.0000	10.4145

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.3000e-004	5.0000e-004	6.7600e-003	2.0000e-005	2.1700e-003	1.0000e-005	2.1800e-003	5.8000e-004	1.0000e-005	5.9000e-004	0.0000	1.7487	1.7487	5.0000e-005	4.0000e-005	1.7632
Total	6.3000e-004	5.0000e-004	6.7600e-003	2.0000e-005	2.1700e-003	1.0000e-005	2.1800e-003	5.8000e-004	1.0000e-005	5.9000e-004	0.0000	1.7487	1.7487	5.0000e-005	4.0000e-005	1.7632

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7200e-003	0.0606	0.0772	1.2000e-004		2.9100e-003	2.9100e-003		2.7100e-003	2.7100e-003	0.0000	10.3391	10.3391	3.0100e-003	0.0000	10.4144
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	6.7200e-003	0.0606	0.0772	1.2000e-004		2.9100e-003	2.9100e-003		2.7100e-003	2.7100e-003	0.0000	10.3391	10.3391	3.0100e-003	0.0000	10.4144

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	6.3000e-004	5.0000e-004	6.7600e-003	2.0000e-005	2.0600e-003	1.0000e-005	2.0700e-003	5.5000e-004	1.0000e-005	5.6000e-004	0.0000	1.7487	1.7487	5.0000e-005	4.0000e-005	1.7632
Total	6.3000e-004	5.0000e-004	6.7600e-003	2.0000e-005	2.0600e-003	1.0000e-005	2.0700e-003	5.5000e-004	1.0000e-005	5.6000e-004	0.0000	1.7487	1.7487	5.0000e-005	4.0000e-005	1.7632

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.3786					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.4200e-003	0.0437	0.0607	1.0000e-004		2.3700e-003	2.3700e-003		2.3700e-003	2.3700e-003	0.0000	8.5534	8.5534	5.1000e-004	0.0000	8.5662
Total	0.3850	0.0437	0.0607	1.0000e-004		2.3700e-003	2.3700e-003		2.3700e-003	2.3700e-003	0.0000	8.5534	8.5534	5.1000e-004	0.0000	8.5662

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.8100e-003	1.4400e-003	0.0195	5.0000e-005	6.2400e-003	4.0000e-005	6.2800e-003	1.6600e-003	4.0000e-005	1.6900e-003	0.0000	5.0297	5.0297	1.3000e-004	1.3000e-004	5.0715
Total	1.8100e-003	1.4400e-003	0.0195	5.0000e-005	6.2400e-003	4.0000e-005	6.2800e-003	1.6600e-003	4.0000e-005	1.6900e-003	0.0000	5.0297	5.0297	1.3000e-004	1.3000e-004	5.0715

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.3786					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.4200e-003	0.0437	0.0607	1.0000e-004		2.3700e-003	2.3700e-003		2.3700e-003	2.3700e-003	0.0000	8.5534	8.5534	5.1000e-004	0.0000	8.5662
Total	0.3850	0.0437	0.0607	1.0000e-004		2.3700e-003	2.3700e-003		2.3700e-003	2.3700e-003	0.0000	8.5534	8.5534	5.1000e-004	0.0000	8.5662

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.8100e-003	1.4400e-003	0.0195	5.0000e-005	5.9200e-003	4.0000e-005	5.9500e-003	1.5800e-003	4.0000e-005	1.6100e-003	0.0000	5.0297	5.0297	1.3000e-004	1.3000e-004	5.0715
Total	1.8100e-003	1.4400e-003	0.0195	5.0000e-005	5.9200e-003	4.0000e-005	5.9500e-003	1.5800e-003	4.0000e-005	1.6100e-003	0.0000	5.0297	5.0297	1.3000e-004	1.3000e-004	5.0715

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**4.0 Operational Detail - Mobile****4.1 Mitigation Measures Mobile**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3597	0.4247	3.8091	8.1900e-003	0.8450	6.0400e-003	0.8510	0.2254	5.6000e-003	0.2310	0.0000	765.5843	765.5843	0.0520	0.0332	776.7616
Unmitigated	0.3597	0.4247	3.8091	8.1900e-003	0.8450	6.0400e-003	0.8510	0.2254	5.6000e-003	0.2310	0.0000	765.5843	765.5843	0.0520	0.0332	776.7616

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Mid Rise	658.24	658.24	658.24	2,249,306	2,249,306
Total	658.24	658.24	658.24	2,249,306	2,249,306

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Mid Rise	0.544785	0.062844	0.187478	0.127235	0.023089	0.006083	0.010475	0.008012	0.000925	0.000611	0.024394	0.000698	0.003374

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**5.0 Energy Detail**

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	82.2694	82.2694	6.9400e-003	8.4000e-004	82.6939
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	82.2694	82.2694	6.9400e-003	8.4000e-004	82.6939
NaturalGas Mitigated	7.2700e-003	0.0622	0.0265	4.0000e-004		5.0300e-003	5.0300e-003		5.0300e-003	5.0300e-003	0.0000	71.9933	71.9933	1.3800e-003	1.3200e-003	72.4212
NaturalGas Unmitigated	7.2700e-003	0.0622	0.0265	4.0000e-004		5.0300e-003	5.0300e-003		5.0300e-003	5.0300e-003	0.0000	71.9933	71.9933	1.3800e-003	1.3200e-003	72.4212

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	1.3491e+006	7.2700e-003	0.0622	0.0265	4.0000e-004		5.0300e-003	5.0300e-003		5.0300e-003	5.0300e-003	0.0000	71.9933	71.9933	1.3800e-003	1.3200e-003	72.4212
Total		7.2700e-003	0.0622	0.0265	4.0000e-004		5.0300e-003	5.0300e-003		5.0300e-003	5.0300e-003	0.0000	71.9933	71.9933	1.3800e-003	1.3200e-003	72.4212

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated**

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Mid Rise	1.3491e+006	7.2700e-003	0.0622	0.0265	4.0000e-004		5.0300e-003	5.0300e-003		5.0300e-003	5.0300e-003	0.0000	71.9933	71.9933	1.3800e-003	1.3200e-003	72.4212
Total		7.2700e-003	0.0622	0.0265	4.0000e-004		5.0300e-003	5.0300e-003		5.0300e-003	5.0300e-003	0.0000	71.9933	71.9933	1.3800e-003	1.3200e-003	72.4212

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	463893	82.2694	6.9400e-003	8.4000e-004	82.6939
Total		82.2694	6.9400e-003	8.4000e-004	82.6939

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Mid Rise	463893	82.2694	6.9400e-003	8.4000e-004	82.6939

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Total		82.2694	6.9400e-003	8.4000e-004	82.6939
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Western Ave SRO Apartments Project - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**6.0 Area Detail****6.1 Mitigation Measures Area**

Use only Natural Gas Hearths

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category tons/yr											MT/yr					
Mitigated	0.5154	0.0372	1.2578	2.1000e-004		8.7500e-003	8.7500e-003		8.7500e-003	8.7500e-003	0.0000	28.4174	28.4174	2.4700e-003	4.8000e-004	28.6231
Unmitigated	0.5562	0.0432	1.6285	1.4200e-003		0.0692	0.0692		0.0692	0.0692	8.0977	28.4174	36.5151	0.0403	4.8000e-004	37.6673

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory tons/yr											MT/yr					
Architectural Coating	0.0379					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.4372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0435	0.0288	0.3804	1.3500e-003		0.0623	0.0623		0.0623	0.0623	8.0977	26.3791	34.4768	0.0384	4.8000e-004	35.5799
Landscaping	0.0376	0.0144	1.2481	7.0000e-005		6.9100e-003	6.9100e-003		6.9100e-003	6.9100e-003	0.0000	2.0383	2.0383	1.9600e-003	0.0000	2.0873
Total	0.5562	0.0432	1.6285	1.4200e-003		0.0692	0.0692		0.0692	0.0692	8.0977	28.4174	36.5151	0.0403	4.8000e-004	37.6673

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0379					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.4372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	2.6700e-003	0.0228	9.6900e-003	1.5000e-004		1.8400e-003	1.8400e-003		1.8400e-003	1.8400e-003	0.0000	26.3791	26.3791	5.1000e-004	4.8000e-004	26.5358
Landscaping	0.0376	0.0144	1.2481	7.0000e-005		6.9100e-003	6.9100e-003		6.9100e-003	6.9100e-003	0.0000	2.0383	2.0383	1.9600e-003	0.0000	2.0873
Total	0.5154	0.0372	1.2578	2.2000e-004		8.7500e-003	8.7500e-003		8.7500e-003	8.7500e-003	0.0000	28.4174	28.4174	2.4700e-003	4.8000e-004	28.6231

7.0 Water Detail**7.1 Mitigation Measures Water**

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	25.7602	0.2075	5.1000e-003	32.4666
Unmitigated	30.4988	0.2593	6.3500e-003	38.8730

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**7.2 Water by Land Use****Unmitigated**

Indoor/Outdoor Use		Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	7.88364 / 4.97012	30.4988	0.2593	6.3500e-003	38.8730
Total		30.4988	0.2593	6.3500e-003	38.8730

Mitigated

Indoor/Outdoor Use		Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Mid Rise	6.30691 / 4.66694	25.7602	0.2075	5.1000e-003	32.4666
Total		25.7602	0.2075	5.1000e-003	32.4666

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**8.0 Waste Detail**

8.1 Mitigation Measures Waste

Institute Recycling and Composting Services

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	5.6492	0.3339	0.0000	13.9958
Unmitigated	11.2985	0.6677	0.0000	27.9915

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	55.66	11.2985	0.6677	0.0000	27.9915
Total		11.2985	0.6677	0.0000	27.9915

Western Ave SRO Apartments Project - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Mitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Mid Rise	27.83	5.6492	0.3339	0.0000	13.9958
Total		5.6492	0.3339	0.0000	13.9958

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

TECHNICAL MEMORANDUM

To: Amanda Acuna, Senior Planner, Lisa Kranitz, Assistant City Attorney, City of Gardena

From: Rita Garcia, Project Manager, and Ryan Chiene, Technical Manager

Date: November 30, 2021

Subject: Western SRO Apartments Project, City of Gardena – Noise Analysis

1.0 INTRODUCTION & PURPOSE

The purpose of this Technical Memorandum is to identify the noise impacts associated with construction and operations of the proposed Western SRO Apartments project (project), located at 13126 Western Avenue in the City of Gardena, California (City). This Technical Memorandum has been prepared to support an exemption from the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines Section 15332 (In-Fill Development Projects). Specifically, this analysis addresses the project's potential effects related to noise referenced in State CEQA Guidelines Section 15332(d).

2.0 PROJECT DESCRIPTION

Project Location

The proposed project site is located northeast of the West 132nd Street at Western Avenue intersection, at 13126 South Western Avenue in the northern portion of the City of Gardena, County of Los Angeles, California. The assessor's parcel number (APN) for the project site is APN 6102-006-013. The site is bordered by light-industrial uses; there are single-family residences to the west on Manhattan Place.

Regional access to the project site is provided via Interstate 105 (I-105) from the north and Interstate 110 (I-110) from the east. Local access to the site is provided via Western Avenue and 132nd Street. The project site and surrounding area are characterized as built out and urbanized, with mainly industrial and residential land uses.

Project Characteristics

The project site is designated as Industrial and zoned General Industrial (M-1). The project site is currently developed with a convenience store (2,755 square feet) and autobody shop (9,981 square feet) with surface parking. The project proposes to demolish all on-site improvements and, in their place, construct a four-story, 121 unit single-room occupancy (SRO) residential development including 7 very low-income residential units. All units, including the very low-income units, would be 350 square feet. The project's total proposed floor area is 54,461 square feet with a proposed building height maximum of 50 feet. Further, the project proposes to provide 20,115 square feet of open space, exceeding the City's open space requirement of 10 square feet per unit.

The project would provide 122 parking spaces, of which 114 spaces would be provided in a freestanding six-level automated parking structure, and 8 covered parking spaces (6 standard and 2 compact) would be provided to the south of the parking structure on the ground level. Additionally, 40 bicycle parking spaces in a stacked rack system would be provided.

3.0 NOISE BACKGROUND

Sound is technically described in terms of amplitude (loudness) and frequency (pitch). The standard unit of sound amplitude measurement is the decibel (dB). The decibel scale is a logarithmic scale that describes the physical intensity of the pressure vibrations that make up any sound. The pitch of the sound is related to the frequency of the pressure vibration. Since the human ear is not equally sensitive to a given sound level at all frequencies, a special frequency-dependent rating scale has been devised to relate noise to human sensitivity. The A-weighted decibel scale (dBA) provides this compensation by discriminating against frequencies in a manner approximating the sensitivity of the human ear.

Noise, on the other hand, is typically defined as unwanted sound. A typical noise environment consists of a base of steady ambient noise that is the sum of various distant and indistinguishable noise sources. Superimposed on this background noise is the sound from individual local sources. These can vary from an occasional aircraft or train passing by to virtually continuous noise from traffic on a major highway.

Several rating scales have been developed to analyze the adverse effect of community noise on people. Since environmental noise fluctuates over time, these scales consider that the effect of noise on people is largely dependent on the total acoustical energy content of the noise as well as the time of day when the noise occurs. For example, the equivalent

continuous sound level (L_{eq}) is the average acoustic energy content of noise for a stated period of time; thus, the L_{eq} of a time-varying noise and that of a steady noise are the same if they deliver the same acoustic energy to the ear during exposure. The Day-Night Sound level (L_{dn}) is a 24-hour average L_{eq} with a 10 dBA “weighting” added to noise during the hours of 10:00 p.m. to 7:00 a.m. to account for noise sensitivity in the nighttime. The Community Noise Equivalent Level (CNEL) is a 24-hour average L_{eq} with a 10 dBA weighting added to noise during the hours of 10:00 p.m. to 7:00 a.m. and an additional 5 dBA weighting during the hours of 7:00 p.m. to 10:00 p.m. to account for noise sensitivity in the evening and nighttime.

Regulatory Setting

City of Gardena General Plan

The *City of Gardena General Plan 2006 Noise Plan* (Noise Element) identifies noise-sensitive land uses and noise sources, defines areas of noise impact, and contains policies and programs to achieve and maintain noise levels compatible with various types of land uses. The Noise Element addresses noise which affects the community at large, rather than noise associated with site-specific conditions.

The Noise Element identifies land use guidelines to protect residential neighborhoods and noise-sensitive receptors such as schools and hospitals from potentially harmful noise sources. The noise and land use compatibility criteria are shown in **Exhibit 1: Land Use Compatibility for Community Noise Exposure**.

Exhibit 1: Land Use Compatibility for Community Noise Exposure.

Land Use Category	CNEL, dB						Legend
	55	60	65	70	75	80	
Residential - Single family, multifamily, duplex	A	A	B	C	C		A NORMALLY ACCEPTABLE Specified land use is satisfactory based on the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.
Residential - Mobile homes	A	A	B	C	C		
Transient Lodging - Motels, hotels	A	A	B	B	C	C	B CONDITIONALLY ACCEPTABLE New construction or development should be undertaken only after a detailed analysis of the noise requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.
Schools, Libraries, Churches, Hospitals, Nursing Homes	A	A	B	C	C		
Auditoriums, Concert Halls, Amphitheaters, Meeting Halls	B	B	C	C			C NORMALLY UNACCEPTABLE New construction or development should generally be discouraged. If it does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.
Sports Arenas, Outdoor Spectator Sports, Amusement Parks	A	A	A	B	B		
Playgrounds, Neighborhood Parks	A	A	A	B	C		Clearly Unacceptable New construction or development should generally not be undertaken.
Golf Courses, Riding Stables, Cemeteries	A	A	A	A	B	C	
Office and Professional Buildings	A	A	A	B	B	C	Clearly Unacceptable New construction or development should generally not be undertaken.
Commercial Retail, Banks, Restaurants, Theaters	A	A	A	A	B	B	
Industrial, Manufacturing, Utilities, Wholesale, Service Stations	A	A	A	A	B	B	Clearly Unacceptable New construction or development should generally not be undertaken.
Agriculture	A	A	A	A	A	A	

Source: Taken in part from "Aircraft Noise Impact Planning Guidelines for Local Agencies," U.S. Dept. of Housing and Urban Development, TE/NA-472, November 1972.

Source: Gardena General Plan 2006 - Noise Plan, Figure N-1: Noise and Land Use Compatibility

City of Gardena Municipal Code

The following Gardena Municipal Code (GMC) sections are applicable to the proposed project.

GMC Section 8.36.040 Exterior Noise Standards. Stationary noise sources shall comply with the following exterior noise limits shown in **Table 1: Exterior Noise Limits**.

Table 1: Exterior Noise Limits				
Type of Land Use	15-Minute Average Noise Level (L _{eq})		Maximum Noise Level (L _{max})	
	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.
Residential	55 dB(A)	50 dB(A)	75 dB(A)	70 dB(A)
Residential portions of mixed-use	60 dB(A)	50 dB(A)	80 dB(A)	70 dB(A)
Commercial	65 dB(A)	60 dB(A)	85 dB(A)	80 dB(A)

Industrial or manufacturing	70 dB(A)	70 dB(A)	90 dB(A)	90 dB(A)
Source: City of Gardena, <i>Gardena Municipal Code Section 8.36.040.</i>				

GMC Section 8.36.050 Interior Noise Limits. Stationary noise sources will comply with the following interior noise limits shown in **Table 2: Interior Noise Limits**.

Table 2: Interior Noise Limits				
Type of Land Use	15-Minute Average Noise Level (L_{eq})		Maximum Noise Level (L_{max})	
	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.	7 a.m. to 10 p.m.	10 p.m. to 7 a.m.
Residential	45 dB(A)	40 dB(A)	65 dB(A)	60 dB(A)
Residential portions of mixed-use	45 dB(A)	40 dB(A)	70 dB(A)	60 dB(A)
Source: City of Gardena, <i>Gardena Municipal Code Section 8.36.050.</i>				

It is noted that GMC Section 8.36.040 and Section 8.36.050 state that should the measured ambient noise level exceed the standards in **Table 1** and **Table 2**, the allowable noise exposure standard shall be the ambient noise level. Further, GMC Section 8.36.080 establishes limited hours of construction activities. GMC Section 8.36.080 states that the aforementioned noise restrictions do not apply to noise associated with construction, repair, remodeling, grading or demolition of any real property, provided said activities do not take place between the hours of 6:00 p.m. and 7:00 a.m. on weekdays between the hours of 6:00 p.m. and 9:00 a.m. on Saturday or any time on Sunday or a federal holiday.

Existing Setting

Mobile noise sources, especially cars and trucks, are the most common and significant noise sources in most communities. Other noise sources are the various land uses (i.e., residential, commercial, institutional, and recreational and parks activities) throughout the City that generate stationary-source noise. The existing mobile noise sources in the project area are generated by motor vehicles traveling on Western Avenue and 132nd Street. The primary stationary noise sources in the project area are those associated with industrial operations bordering the project site, and the single-family residential uses to the west on Manhattan Place. Such noise sources include the use of mechanical equipment (e.g., heating, ventilation, and air conditioning [HVAC] equipment), idling vehicles, music playing, dogs barking, and people talking. The noise associated with these sources may represent a single-event noise occurrence or short-term noise.

4.0 NOISE IMPACTS

Construction Noise

Construction noise typically occurs intermittently and varies depending on the nature or phase of construction (e.g., land clearing, grading, excavation, paving). Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels. During construction, exterior noise levels could affect sensitive receptors near the construction site.

Construction activities would include demolition, site preparation, grading, building construction, paving, and architectural coating. Such activities may require graders, dozers, and tractors during site preparation and grading; cranes, forklifts, generators, tractors, and welders during building construction; pavers, rollers, mixers, tractors, and paving equipment during paving; and air compressors during architectural coating. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full power operation followed by 3 to 4 minutes at lower power settings. Other primary sources of acoustical disturbance would be random incidents, which would last less than one minute (such as dropping large pieces of equipment or the hydraulic movement of machinery lifts). Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels. Typical noise levels associated with individual construction equipment are listed in **Table 3: Typical Construction Noise Levels**.

Equipment	Typical Noise Level (dBA) at 50 Feet from Source	Typical Noise Level (dBA) at 100 Feet from Source¹
Air Compressor	80	74
Backhoe	80	74
Compactor	82	76
Concrete Mixer	85	79
Concrete Pump	82	76
Concrete Vibrator	76	70
Crane, Mobile	83	77
Dozer	85	79
Generator	82	76
Grader	85	79
Jack Hammer	88	82

Table 3: Typical Construction Noise Levels		
Equipment	Typical Noise Level (dBA) at 50 Feet from Source	Typical Noise Level (dBA) at 100 Feet from Source ¹
Loader	80	74
Paver	85	79
Pneumatic Tool	85	79
Pump	77	71
Roller	85	79
Saw	76	70
Shovel	82	76
Truck	84	78
1. Calculated using the inverse square law formula for sound attenuation: $dBA_2 = dBA_1 + 20\log(d_1/d_2)$ Where: dBA_2 = estimated noise level at receptor; dBA_1 = reference noise level; d_1 = reference distance; d_2 = receptor location distance.		
Source: Federal Transit Administration, <i>Transit Noise and Vibration Impact Assessment Manual</i> , September 2018.		

GMC Section 8.36.080(G) indicates that noise associated with construction activity is considered exempt from noise regulations provided a permit has been obtained from the City as required, and construction activities do not take place between the hours of 6:00 p.m. and 7:00 a.m. on weekdays, between the hours of 6:00 p.m. and 9:00 a.m. on Saturdays, or at any time on Sunday or a federal holiday. The City does not administer noise level standards for construction activities. However, this analysis conservatively uses the Federal Transit Administration (FTA) threshold of 80 dBA (8-hour L_{eq}) for residential uses and 90 dBA (8-hour L_{eq}) for industrial uses to evaluate construction noise impacts.¹

Following FTA's methodology for quantitative construction noise assessments, the Federal Highway Administration (FHWA's) Roadway Construction Noise Model (RCNM) was used to predict construction noise at the nearest receptors (i.e., residential uses to the west and industrial uses to the north, south, east, and west) consistent with the methodologies in the FTA *Transit Noise and Vibration Impact Assessment Manual* (September 2018) (FTA Noise and Vibration Manual). **Table 4: Project Construction Noise Levels** shows the estimated exterior construction noise levels at the nearest sensitive receptors.

¹ Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, Table 7-2, Page 179, September 2018.

Table 4: Project Construction Noise Levels						
Construction Phase	Receptor Location			Worst-Case Modeled Exterior Noise Level (dBA L _{eq})	Noise Threshold (dBA L _{eq}) ²	Exceeded?
	Land Use	Direction	Distance (feet) ¹			
Demolition	Residential	West	430	64.9	80	No
	Industrial	East	72	80.4	90	No
Site Preparation	Residential	West	430	63.3	80	No
	Industrial	East	72	78.9	90	No
Grading	Residential	West	430	63.7	80	No
	Industrial	East	72	79.2	90	No
Building Construction	Residential	West	430	62.7	80	No
	Industrial	East	72	77.6	90	No
Paving	Residential	West	430	64.4	80	No
	Industrial	East	72	79.9	90	No
Architectural Coating	Residential	West	430	55.0	80	No
	Industrial	East	72	70.5	90	No
<ol style="list-style-type: none"> 1. Per the methodology described in the FTA Noise and Vibration Manual (September 2018), distances are measured from the property line of the nearest receptors to the center of the project construction site. 2. The City does not have a quantitative noise threshold for construction. Therefore, the construction noise thresholds from the FTA Noise and Vibration Manual (September 2018) are conservatively used for this analysis. 						
Source: Federal Highway Administration, <i>Roadway Construction Noise Model</i> , 2006. Refer to Appendix A: RCNM Modeling Results for noise modeling results.						

Following FTA methodology, when calculating construction noise, all equipment is assumed to operate at the center of the project site because equipment would operate throughout the site and not at a fixed location for extended periods of time. Therefore, the distances used in the RCNM model were 430 feet for the nearest residential uses to the west and 72 feet for the nearest non-residential (i.e., industrial) uses to the east.

As indicated in **Table 4**, project construction noise would not exceed the FTA noise threshold for residential and non-residential uses. In addition, although construction noise levels may exceed the existing ambient levels in the area (see **Table 1**), construction would be temporary and would not result in a permanent increase in ambient noise levels in the area. Project construction would also be prohibited between 6:00 p.m. and 7:00 a.m. on weekdays, between the hours of 6:00 p.m. and 9:00 a.m. on Saturdays, or at any time on Sunday or a federal holiday in compliance with GMC Section 8.36.080(G). Therefore, the project's construction noise levels would result in a less than significant impact.

Operational Noise – Stationary Sources

The project would create new sources of noise in the area. The primary noise sources associated with the project that could potentially impact sensitive uses include mechanical equipment (e.g., air conditioners, etc.), outdoor amenity/recreational areas, the parking structure and ground level parking spaces south of the parking structure (i.e., car door slamming, car radios, people talking, engine start-up, and car pass-by), dogs barking, and off-site traffic noise.

Mechanical Equipment. Potential stationary noise sources related to long-term project operations would include mechanical equipment (HVAC units and automated parking structure mechanisms). The nearest noise sensitive receptors to the project site are the single-family residences located approximately 225 feet to the west of the nearest proposed HVAC equipment. HVAC equipment typically generates noise levels of approximately 52 dBA at 50 feet from the source.² Noise has a decay rate due to distance attenuation, which is calculated based on the Inverse Square Law of sound propagation. Based upon the Inverse Square Law, sound levels decrease by 6 dBA for each doubling of distance from the source. As a result, HVAC equipment noise would attenuate to 38.9 dBA at the property line of the residences located approximately 225 feet from on-site mechanical equipment and would not exceed the City's most stringent exterior and interior standards of 50 dBA L_{eq} and 40 dBA L_{eq} ,³ respectively, for residential uses. Therefore, the project's HVAC equipment noise levels would result in a less than significant impact. See the Parking Areas section below for a discussion concerning the noise level of the mechanisms used in the automated parking structure.

Outdoor Amenity and Recreational Areas. The proposed project would include a ground-level pool and courtyard area in the eastern portion of the project site, and common deck areas on the third and fourth floors. These areas could be accessed by groups of people intermittently for various occasions (e.g., birthday parties, barbecues, and other social gatherings, etc.). Noise generated by groups of people (i.e., crowds) is dependent on several factors including vocal effort, impulsiveness, and the random orientation of the crowd members. Crowd noise is estimated at 60 dBA at one meter (3.28 feet) away for raised normal speaking.⁴ This noise level would have a +5 dBA adjustment for the impulsiveness of the noise source, and a -3 dBA adjustment for the random orientation of the crowd members.⁵

² Elliott H. Berger, Rick Neitzel, and Cynthia A. Kladden, *Noise Navigator Sound Level Database with Over 1700 Measurement Values*, June 26, 2015.

³ Assuming an exterior-to-interior noise reduction of 25 dBA (HUD *Noise Guidebook*, 2009).

⁴ M.J. Hayne, et al, *Prediction of Crowd Noise*, Acoustics, November 2006.

⁵ Ibid.

Therefore, crowd noise would be approximately 62 dBA at one meter from the source.

Based on distance attenuation, crowd noise would be approximately 20.6 dBA at the property line of the closest sensitive receptors (i.e., single-family residences located approximately 385 feet from the nearest common deck area), which would not exceed the City's most stringent exterior and interior standards of 50 dBA L_{eq} and 40 dBA L_{eq} ,⁶ respectively, for residential uses. Therefore, the project's outdoor amenity and recreational area noise levels would result in a less than significant impact.

Parking Areas. The project would include a freestanding six-level, 114 car automated parking structure in the northern portion of the project site, and 8 covered parking spaces (6 standard and 2 compact) to the south of the automated parking structure. The noise level of the mechanisms used in the automated parking structure would be approximately 52 dBA at 6.0 feet from the source.⁷ The nearest off-site residential uses would be located approximately 390 feet from the automated parking structure. At this distance, noise levels from the automated parking structure mechanisms would be approximately 15.7 dBA at the property line of the closest sensitive receptors, which is inaudible and well below the City's exterior or interior noise standards of 50 dBA L_{eq} and 40 dBA L_{eq} ,⁸ respectively, for residential uses. Therefore, the noise levels from the project's automated parking structure mechanisms would result in a less than significant impact.

Noise levels from the traffic associated with parking lots is typically not of sufficient volume to exceed community noise standards due to the instantaneous nature and infrequent activity in parking lots. However, the maximum sound levels generated by a car door slamming, engine starting up, and car pass-bys range from 53 to 61 dBA⁹ and may be an annoyance to adjacent noise-sensitive receptors. Based on the inverse square law of sound propagation, exterior parking lot noise levels would range from approximately 34.9 dBA to 42.9 dBA at the property line of the closest residences to the west of the site. As such, noise levels from parking lot activities would not exceed the City's most stringent exterior and interior standards of 50 dBA L_{eq} and 40 dBA L_{eq} ,¹⁰ respectively, for residential uses. It is also noted that parking lot noise is currently generated at the adjacent industrial uses bordering the project site under existing conditions. In addition, parking, driveway, and noise from on-site vehicle circulation would be consistent with existing noise in the vicinity and would be partially masked by background

⁶ Assuming an exterior-to-interior noise reduction of 25 dBA (HUD *Noise Guidebook*, 2009).

⁷ Automated Robotic Parking, *Parking System FAQ's*, <http://www.automatedroboticparking.com/frequently-asked-questions/>, accessed November 17, 2021.

⁸ Assuming an exterior-to-interior noise reduction of 25 dBA (HUD *Noise Guidebook*, 2009).

⁹ Kariel, H. G., Noise in Rural Recreational Environments, *Canadian Acoustics* 19(5), 3-10, 1991.

¹⁰ Assuming an exterior-to-interior noise reduction of 25 dBA (HUD *Noise Guidebook*, 2009).

traffic noise from motor vehicles traveling along Western Avenue and West 132nd Street. Therefore, the project's parking lot noise levels would result in a less than significant impact.

Dog Run Noise. The project would include a dog run in the northwestern corner of the site along Western Avenue. The noise level from residents' dogs barking is approximately 60 dBA at 50 feet.¹¹ The nearest noise-sensitive receptors (single-family residences) would be approximately 370 feet from the proposed dog run area. At this distance, noise levels from the dog run would be approximately 42.6 dBA from the property line of the nearest sensitive receptors and would not exceed the City's most stringent exterior and interior standards of 50 dBA L_{eq} and 40 dBA L_{eq} ,¹² respectively, for residential uses. In addition, noise from the dog run area would be partially masked by background traffic noise from motor vehicles traveling along Western Avenue to the west of the project site. Therefore, the project's dog run noise levels would result in a less than significant impact.

Operational Noise – Mobile Sources

Project implementation would result in reduced traffic trips in the project area roadways. According to the *Summary of Project Trip Generation – Western SRO Apartments Project* (Kimley-Horn, 2021) (Traffic Analysis), the project would result in 658 daily trips with 43 a.m. peak hour trips and 53 p.m. peak hour trips, and a net trip reduction of 1,054 trips compared to the existing uses. In general, a 3-dBA increase in traffic noise is barely perceptible to people, while a 5-dBA increase is readily noticeable. Traffic volumes on area roadways would have to approximately double for the resulting traffic noise levels to generate a barely perceptible 3-dBA increase.¹³ Due to the project's lower trip generation than the existing use, the project would not result in a doubling of existing traffic volumes, and thus, would not increase traffic noise on area roadways. Therefore, the project's traffic noise levels would result in a less than significant impact.

5.0 VIBRATION IMPACTS

Increases in ground-borne vibration levels attributable to the proposed project would be primarily associated with short-term construction-related activities. Once operational, the project would not be a source of ground-borne vibration.

¹¹ Elliott H. Berger, Rick Neitzel, and Cynthia A. Kladden, *Noise Navigator Sound Level Database with Over 1700 Measurement Values*, June 26, 2015.

¹² Assuming an exterior-to-interior noise reduction of 25 dBA (HUD *Noise Guidebook*, 2009).

¹³ According to the California Department of Transportation, *Technical Noise Supplement to Traffic Noise Analysis Protocol* (September 2013), it takes a doubling of traffic to create a noticeable (i.e., 3 dBA) noise increase.

Construction Vibration

Construction on the project site could result in varying degrees of temporary ground-borne vibration, depending on the specific construction equipment used and the operations involved. The Federal Transit Administration (FTA) has published standard vibration velocities for construction equipment operations. In general, the FTA architectural damage criterion for continuous vibrations (i.e., 0.2 in/sec) appears to be conservative. The types of construction vibration impacts include human annoyance and building damage. Human annoyance occurs when construction vibration rises significantly above the threshold of human perception for extended periods of time. Building damage can be cosmetic or structural. Ordinary buildings that are not particularly fragile would not experience any cosmetic damage (e.g., plaster cracks) at distances beyond 30 feet. This distance can vary substantially depending on the soil composition and underground geological layer between vibration source and receiver. In addition, not all buildings respond similarly to vibration generated by construction equipment. For example, for a building that is constructed with reinforced concrete with no plaster, the FTA guidelines show that a vibration level of up to 0.20 in/sec is considered safe and would not result in any construction vibration damage. This analysis uses the FTA architectural damage criterion for continuous vibrations at non-engineered timber and masonry buildings of 0.2 inch-per-second peak particle velocity (PPV) and human annoyance criterion of 0.4 inch-per-second PPV in accordance with Caltrans guidance¹⁴ to evaluate potential construction vibration impacts.

Table 5: Typical Construction Equipment Vibration Levels, lists vibration levels at 25 feet for typical construction equipment. The nearest off-site building/structure is the industrial building located approximately 25 feet to the north of project construction activities. Groundborne vibration generated by construction equipment spreads through the ground and diminishes in magnitude with increases in distance. As indicated in **Table 5**, based on FTA data, vibration velocities from typical heavy construction equipment operations that would be used during project construction range from 0.003 to 0.089 in/sec PPV at 25 feet from the activity source.

Table 5: Typical Construction Equipment Vibration Levels	
Equipment	Peak Particle Velocity at 25 Feet (in/sec)
Large Bulldozer	0.089
Caisson Drilling	0.089

¹⁴ California Department of Transportation, *Transportation and Construction Vibration Guidance Manual*, Table 20, September 2013.

Loaded Trucks	0.076
Rock Breaker	0.059
Jackhammer	0.035
Small Bulldozer/Tractors	0.003
Source: Federal Transit Administration, <i>Transit Noise and Vibration Impact Assessment Manual</i> , 2018.	

As shown in **Table 5**, at 25 feet the vibration velocities from construction equipment would be a maximum of 0.089 in/sec PPV, which is below the FTA's 0.20 in/sec PPV threshold for building damage and Caltrans' 0.4 in/sec PPV threshold for human annoyance. It is also acknowledged that construction activities would occur throughout the project site and would not be concentrated at the point closest to the nearest off-site structures. Therefore, the project's construction vibration levels would result in a less than significant impact.

Operational Vibration

Once operational, the proposed project would not include vibration-generating uses or operations. Therefore, the project would result in no impact concerning operational vibration.

6.0 CONCLUSION

As is evidenced by the discussions presented above, the project's short-term construction and long-term operational noise and vibration impacts would be less than significant. No mitigation measure is required. Therefore, pursuant to State CEQA Guidelines Section 15332(d), the project would not result in any significant effects relating to noise.

Appendix A

RCNM Modeling Results

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 10/21/2021
Case Description: Demolition

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Residential - W	Residential	1.0	1.0	1.0

Description	Impact Device	Usage (%)	Equipment			
			Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Concrete Saw	No	20		89.6	430.0	0.0
Excavator	No	40		80.7	430.0	0.0

Results

Noi se Li mi t Exceedance (dBA)					Noi se Li mi ts (dBA)				

Description	Impact Device	Usage (%)	Equipment		Receptor Distance (feet)	Estimated Shielding (dBA)
			Spec Lmax (dBA)	Actual Lmax (dBA)		
Concrete Saw	No	20		89.6	72.0	0.0
Excavator	No	40		80.7	72.0	0.0

Results

[illegible]

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 10/21/2021
Case Description: Site Prep

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Residential - W	Residential	1.0	1.0	1.0

Description	Impact Device	Usage (%)	Equipment		Receptor Distance (feet)	Estimated Shielding (dBA)
			Spec Lmax (dBA)	Actual Lmax (dBA)		
Dozer	No	40		81.7	430.0	0.0
Tractor	No	40	84.0		430.0	0.0

Results

Noise Limit Exceedance (dBA) Noise Limits (dBA)

Ni ght		Cal cul ated (dBA)			Day		Eveni ng			
		Day	Eveni ng		Ni ght					
Equip ment		Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax
Leq	Lmax									
Dozer	N/A	N/A	N/A	63.0	59.0	N/A	N/A	N/A	N/A	N/A
Tractor	N/A	N/A	N/A	65.3	61.3	N/A	N/A	N/A	N/A	N/A
Total		N/A	N/A	65.3	63.3	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**** Receptor #2 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Industrial - N	Industrial	1.0	1.0	1.0

Description	Impact Device	Usage (%)	Equipment		Receptor Distance (feet)	Estimated Shielding (dBA)
			Spec Lmax (dBA)	Actual Lmax (dBA)		
Dozer	No	40		81.7	72.0	0.0
Tractor	No	40	84.0		72.0	0.0

				Result s					

				Noise Li mi t Exceedance (dBA)				Noi se Li mi ts (dBA)	

				Cal cul ated (dBA)					

				Day		Eveni ng			
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Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 10/21/2021
Case Description: Grading

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Residential - W	Residential	1.0	1.0	1.0

Equipment						
Description	Impact Device	Usage (%)	Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Grader	No	40	85.0		430.0	0.0
Excavator	No	40		80.7	430.0	0.0

Results

Noi se Li mi t Exceedance (dBA)							Noi se Li mi ts (dBA)		

Description	Impact Device	Usage (%)	Spec Lmax (dBA)	Equipment	Receptor Distance (feet)	Estimated Shielding (dBA)
				Actual Lmax (dBA)		
Grader	No	40	85.0		72.0	0.0
Excavator	No	40		80.7	72.0	0.0

Results

Noi se Li mi ts (dBA)

Noi se Li mi t Exceedance (dBA)

Night		Calculated (dBA)			Day Night		Evening		
		Day	Evening						
Equipment	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq
Grader	N/A	N/A	81.8	77.9	N/A	N/A	N/A	N/A	N/A
Excavator	N/A	N/A	77.5	73.6	N/A	N/A	N/A	N/A	N/A
Total			81.8	79.2	N/A	N/A	N/A	N/A	N/A

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 10/21/2021
Case Description: Building Construction

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Residential - W	Residential	1.0	1.0	1.0

Description	Impact Device	Usage (%)	Equipment			
			Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Crane	No	16		80.6	430.0	0.0
Tractor	No	40	84.0		430.0	0.0

Results

Noi se Li mi t Exceedance (dBA)					Noi se Li mi ts (dBA)				

Ni ght	Cal cul ated (dBA)				Day Ni ght	Eveni ng			
	Day		Eveni ng						

Equip ment			Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax
	Leq	Lmax	Leq	Lmax	Lmax	Leq			

Crane			61. 9	53. 9	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tractor			65. 3	61. 3	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total			65. 3	62. 1	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A			

**** Receptor #2 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Industrial - N	Industrial	1.0	1.0	1.0

Description	Impact Device	Usage (%)	Equipment		Receptor Distance (feet)	Estimated Shielding (dBA)
			Spec Lmax (dBA)	Actual Lmax (dBA)		
Crane	No	16		80.6	72.0	0.0
Tractor	No	40	84.0		72.0	0.0

Results

Noise Limit Exceedance (dBA)						No ise Li mi ts (dBA)			
			Cal cul ated (dBA)						
Ni gh t		Day		Eve ni ng		Day Ni gh t		Eve ni ng	
			Lmax	Leq		Lmax	Leq	Lmax	Leq
Equi pment Le q	Lmax	Leq	Lmax	Leq		Lmax	Leq	Lmax	Leq
Crane N/A	N/A	N/A	77.4	69.4		N/A	N/A	N/A	N/A
Tra ctor N/A	N/A	N/A	80.8	76.9		N/A	N/A	N/A	N/A
Total			80.8	77.6		N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A		N/A	N/A		

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 10/21/2021
Case Description: Paving

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)				
		Daytime	Evening	Night		
Residential - W	Residential	1.0	1.0	1.0		
Equipment						
Description	Impact Device	Usage (%)	Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Paver	No	50		77.2	430.0	0.0
Pavement Scarifier	No	20		89.5	430.0	0.0

Results

Noi se Li mi t Exceedance (dBA)					Noi se Li mi ts (dBA)				

Ni ght		Day	Cal cul ated (dBA)		Day Ni ght	Eveni ng			
			Eveni ng						

Equip ment		Leq	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax
Leq	Lmax								

Paver			58. 5	55. 5	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Pavement	Scarafi er		70. 8	63. 8	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total			70. 8	64. 4	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**** Receptor #2 ****

Description	Land Use	Baselines (dBA)		
		Daytime	Evening	Night
Industrial - N	Industrial	1.0	1.0	1.0

Description	Impact Device	Usage (%)	Equipment		Receptor Distance (feet)	Estimated Shielding (dBA)
			Spec Lmax (dBA)	Actual Lmax (dBA)		
Paver	No	50		77.2	72.0	0.0
Pavement Scarifier	No	20		89.5	72.0	0.0

Results

[illegible]

Roadway Construction Noise Model (RCNM), Version 1.1

Report date: 10/21/2021
Case Description: Architectural Coating

**** Receptor #1 ****

Description	Land Use	Baselines (dBA)				
		Daytime	Evening	Night		
Residential - W	Residential	1.0	1.0	1.0		
Equipment						
Description	Impact Device	Usage (%)	Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Compressor (air)	No	40		77.7	430.0	0.0

Results

Noise Limit Exceedance (dBA)							Noise Limits (dBA)		

Night	Day		Calculated (dBA)		Day	Evening			
			Evening	Night					

Equipment		Lmax	Lmax	Leq	Lmax	Leq	Lmax	Leq	Lmax
Leq	Leq								

Compressor (air)			59.0	55.0	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A			
Total			59.0	55.0	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A			

**** Receptor #2 ****

Description	Land Use	Baselines (dBA)				
		Daytime	Evening	Night		
Industrial - N	Industrial	1.0	1.0	1.0		
Equipment						

		Spec	Actual	Receptor	Estimated	

TECHNICAL MEMORANDUM

To: Amanda Acuna, Senior Planner, and Lisa Kranitz, Assistant City Attorney, City of Gardena

From: Rita Garcia, Project Manager, and Pranesh Tarikere, P.E. (TR 2728), Transportation Project Manager

Date: November 30, 2021

Subject: Western SRO Apartments Project, City of Gardena - Trip Generation and Vehicle Miles Traveled

1.0 INTRODUCTION & PURPOSE

The purpose of this Technical Memorandum is to identify the trip generation and vehicle miles traveled (VMT) associated with the proposed Western SRO Apartments Project (project), located at 13126 Western Avenue in the City of Gardena (City), California. This Technical Memorandum has been prepared to support an exemption from the California Environmental Quality Act (CEQA) in accordance with State CEQA Guidelines Section 15332 (In-Fill Development Projects). Specifically, this analysis addresses the project's potential effects relating to traffic referenced in State CEQA Guidelines Section 15332(d).

2.0 PROJECT DESCRIPTION

Project Location

The proposed project site is located northeast of the West 132nd Street at Western Avenue intersection, at 13126 South Western Avenue in the northern portion of the City of Gardena, County of Los Angeles, California. The project location is shown in its regional setting on **Attachment A**. The assessor's parcel number (APN) for the project site is APN 6102-006-013. The site is bordered by light-industrial uses; there are single-family residences to the west on Manhattan Place.

Regional access to the project site is provided via Interstate 105 (I-105) from the north and Interstate 110 (I-110) from the east. Local access to the site is provided via Western Avenue and 132nd Street. The project site is surrounded by light-industrial uses with single-family residential uses to the west, across Western Avenue.

Project Characteristics

The project site is designated as Industrial and zoned General Industrial (M-1). The project site is currently occupied with a convenience store (2,755 square feet) and autobody shop (9,981 square feet) with surface parking. The project proposes to demolish all on-site improvements and, in their place, construct a four-story, 121 unit single-room occupancy (SRO) residential development including 7 very low-income residential units. All units, including the very low-income units, would be 350 square feet. The project's total proposed floor area is 54,461 square feet with a proposed building height maximum of 50 feet. Further, the project proposes to provide 20,115 square feet of open space, exceeding the City's open space requirement of 10 square feet per unit. The project would provide 122 parking spaces, of which 114 spaces would be provided in a freestanding six-level automated parking structure, and 8 covered parking spaces (6 standard and 2 compact) would be provided to the south of the parking structure on the ground level. Additionally, 40 bicycle parking spaces in a stacked rack system would be provided. The proposed project's site plan is shown on **Attachment B**.

3.0 TRAFFIC IMPACTS

A trip generation analysis has been conducted to determine the net traffic volume that would be generated by the proposed project. The project's forecast trip generation was estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (10th Edition) trip rates for Multifamily Housing (Mid-Rise) (ITE Land Use 221). Trip credits for the existing land uses that would be displaced of Convenience Market (ITE Land Use 851) and Automobile Parts and Service Center (ITE Land Use 943) were applied to the project site.

The trip rates and estimated project trip generation are shown on **Attachment C**. After applying existing use trip credits for the displaced land uses, the project is estimated to generate approximately 1,054 less daily trips, including 108 less trips in the AM peak hour and 21 less trips in the PM peak hour, compared to existing conditions.

4.0 VEHICLE MILES TRAVELED ASSESSMENT

Senate Bill 743 (SB 743) was approved by the California legislature in September 2013. SB 743 requires changes to CEQA, specifically directing the Governor's Office of Planning and Research (OPR) to develop alternative metrics to the use of vehicular "level of service" (LOS) for evaluating transportation projects. OPR has prepared a technical advisory ("OPR Technical Advisory") for evaluating transportation impacts in CEQA and has

recommended that VMT replace LOS as the primary measure of transportation impacts. The Natural Resources Agency has adopted updates to State CEQA Guidelines to incorporate SB 743 that requires use of VMT for purposes of determining a significant transportation impact under CEQA. As of July 1, 2020, a VMT-based metric is used to evaluate transportation impacts under CEQA.

OPR Technical Advisory suggests that a City may screen out VMT impacts using project size, maps, transit availability, and provision of affordable housing to quickly identify when a project would be expected to cause a less than significant impact without conducting a detailed study. The City of Gardena *SB 743 Implementation Transportation Analysis Updates (June 2020)* provides guidance on appropriate screening thresholds that can be used to identify when a proposed land use project is anticipated to result in a less than significant impact without conducting a more detailed level analysis.

Screening thresholds consist of the following:

1. Project Type Screening;
2. Low VMT Area Screening; and
3. Transit Proximity Screening.

A land use project is required to meet only one of the above screening thresholds to be presumed to result in a less than significant impact under CEQA pursuant to SB 743. The Low VMT Area Screening threshold has been used for the project, as discussed below.

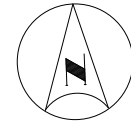
Low VMT Area Screening

As described in the City Guidelines, residential and office projects located within a low VMT generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary.

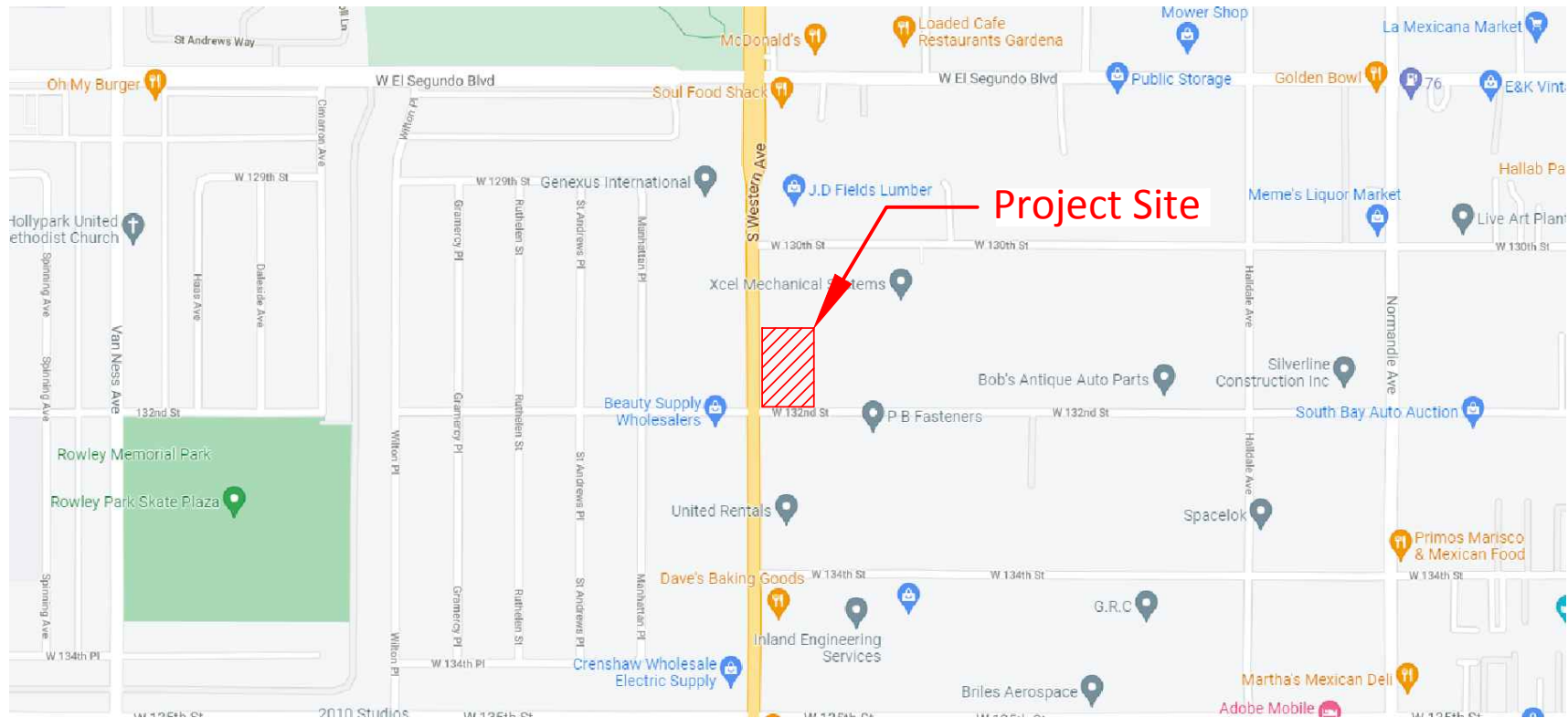
Low VMT areas for residential projects are defined as TAZs that generate VMT on a per capita basis that are at least 15% lower than the regional average. **Attachment D** illustrates the project is located in a TAZ that has VMT at least 15% lower than the regional average. Further, the project is expected to generate fewer net new daily trips than the existing uses. Therefore, the project may be presumed to have a less than significant VMT impact.

5.0 CONCLUSION

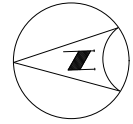
As is evidenced by the discussions presented above, the project would generate fewer trips than the existing uses, resulting in a less than significant traffic impact concerning VMT, based on Low VMT Area screening. Therefore, pursuant to State CEQA Guidelines Section 15332(d), the project would not result in any significant effects relating to traffic.



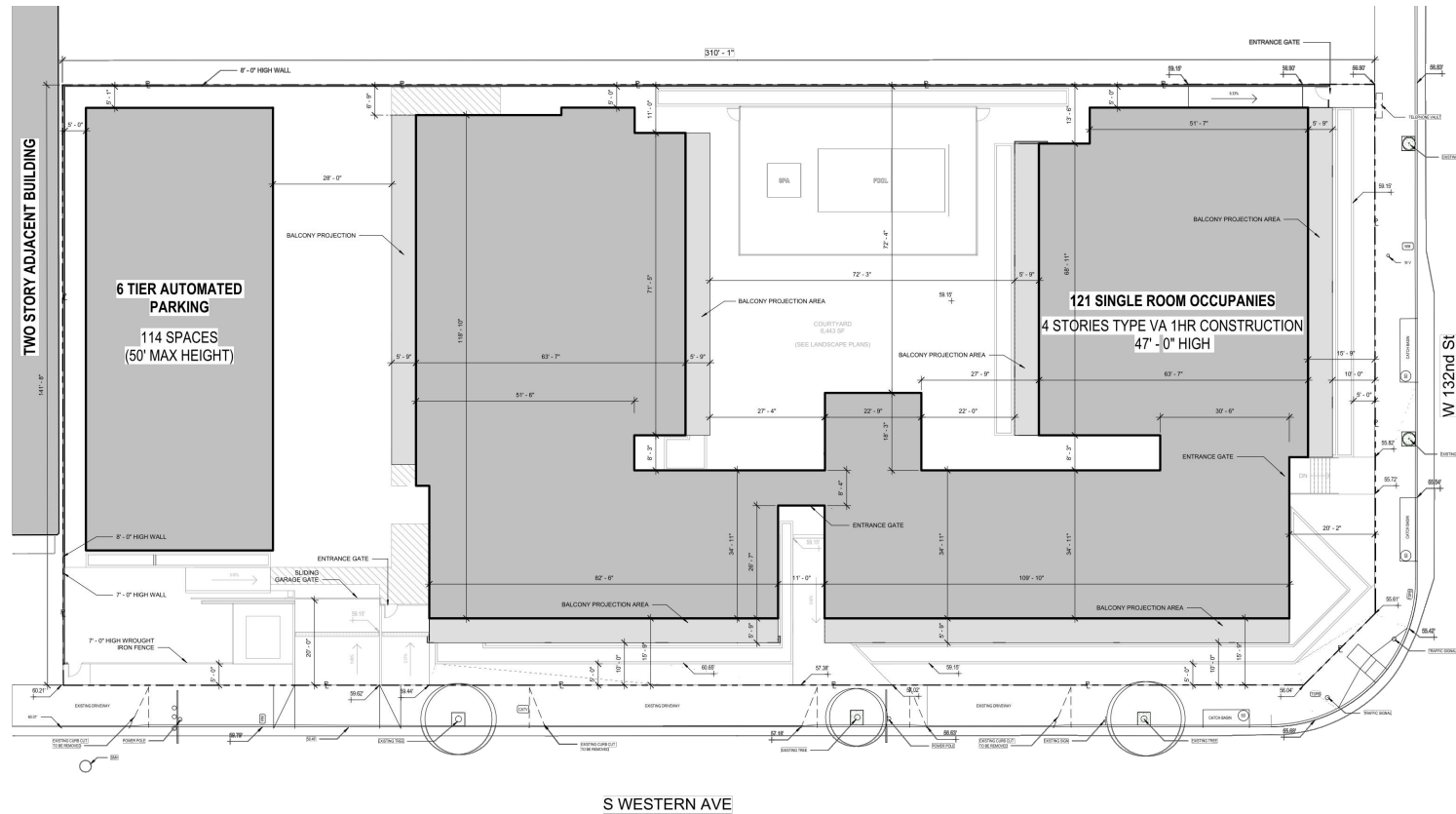
NOT TO SCALE



ATTACHMENT A VICINITY MAP



NOT TO SCALE



ATTACHMENT B PROJECT SITE PLAN

ATTACHMENT C
SUMMARY OF PROJECT TRIP GENERATION
WESTERN SRO APARTMENTS PROJECT

Land Use	ITE Code	Unit	Trip Generation Rates ¹						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise)	221	DU	5.440	0.094	0.266	0.360	0.268	0.172	0.440
Convenience Market	851	KSF	762.280	31.270	31.270	62.540	25.046	24.064	49.110
Automobile Parts and Service Center	943	KSF	16.280	1.431	0.529	1.960	0.904	1.356	2.260

Land Use	Quantity	Unit	Trip Generation Estimates						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total

Existing Use

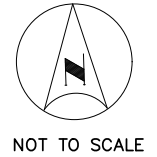
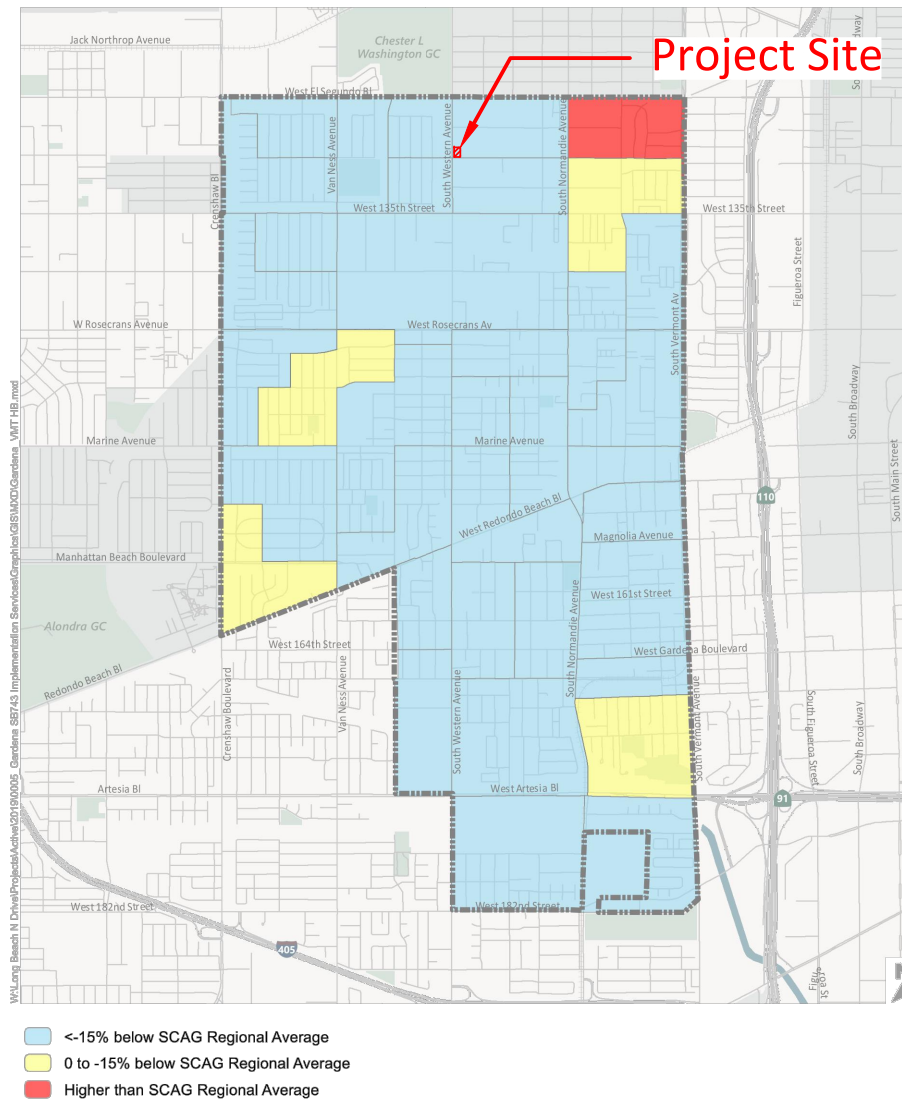
Convenience Market	2.100	KSF	1,601	66	66	132	53	51	104
Pass-by Trips (51% PM) ²			-53	0	0	0	-27	-26	-53
Automobile Parts and Service Center	10.080	KSF	164	14	5	19	9	14	23
<i>Total Existing Trips</i>			1,712	80	71	151	35	39	74

Proposed Use

Multifamily Housing (Mid-Rise)	121	DU	658	11	32	43	32	21	53
<i>Total Proposed Project Trips</i>			658	11	32	43	32	21	53
Net Difference (Proposed Minus Existing)			-1,054	-69	-39	-108	-3	-18	-21

¹ Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition

² Source: Institute of Transportation Engineers (ITE) Trip Generation Handbook, 3rd Edition



ATTACHMENT D SCAG MODEL (2012) DAILY RESIDENTIAL HOME BASED VMT PER CAPITA



December 16, 2021

Rita Garcia
Project Manager
Kimley-Horn
1100 West Town and Country Road, Suite 700
Orange, California 92868

Subject: Preliminary Results for a Cultural Resources Assessment of the SRO Apartments Project, Gardena, Los Angeles County, California (BCR Consulting Project No. KIM2120)

Dear Rita:

BCR Consulting LLC (BCR Consulting) is presenting you with the following preliminary results for a Cultural Resources Assessment of the SRO Apartments Project (Project) located in the City of Gardena (City), Los Angeles County, California. Final results will be submitted upon receipt of the South Central Coastal Information Center (SCCIC) records search results.

Research

Although the SCCIC records search results have not been completed, BCR Consulting has completed land-use history research for the Project site. The property comprises two historic period buildings that require evaluation for California Register of Historical Resources listing eligibility. Assessor records show that Building 1 comprises a 2,100 square foot convenience store building constructed in 1965 and located at 13126 Western Avenue. The site was originally occupied by Arnold's Dairy, and eventually by other convenience stores. It has not been associated with any important events or individuals. Building 2 is a 10,080 square foot industrial building constructed in 1976 and located at 13130 Western Avenue, southeast of Building 1. It was originally occupied by a wholesale hardware business and currently by J & D Towing Auto Body Repair and Auto Sales. Building 2 has not been associated with any important events or individuals.

Field Survey

BCR Consulting Staff Historian George Brentner, B.A. visited the Project site on October 20, 2021. The entire Project site is paved, therefore, there is no potential to identify archaeological resources. The two historic-period buildings are in place as indicated above. Digital photographs (context and detail views) have been taken of each building, and they have been described in field notes. Building 1 is a wood-frame convenience store with side-gable roof. It is in fair condition, and no alterations were visible. Building 2 is constructed of brick and has a flat roof. The facade is partially shaded by a tile-roof awning and is accessed by two glass and aluminum doors located above a raised entry. The building contains three truck loading docks. It is in good condition, and no alterations were visible. Neither of the two buildings exhibit any important or interesting architectural features.

Report and Department of Park and Recreation Forms

The Cultural Resources Report and Department of Park and Recreation (DPR) 523 Forms are being prepared. However, these cannot be finalized until the SCCIC records search results are received. Based on the known information, as summarized above, neither of the two historic-period buildings that occupy the subject property appear to be significant under CEQA. **As such, development constraints and mitigations related to cultural resources are not anticipated.**

Paleontological Overview

The geologic units underlying the Project area are mapped as Quaternary alluvium dating to the Pliocene-Holocene, which is potentially fossiliferous. Quaternary alluvial units are considered to be of high paleontological sensitivity. The Western Science Center does not have localities within the Project area, but does have numerous localities within similarly mapped alluvial sediments throughout the region. Pleistocene alluvial deposits in southern California are well documented and known to contain abundant fossil resources including those associated with Columbian mammoth (*Mammuthus columbi*), Pacific mastodon (*Mammuthus pacificus*), sabertooth cat (*Smilodon fatalis*), ancient horse (*Equus* sp.), and many other Pleistocene megafauna. Any fossils recovered from the Project area would be scientifically significant. Excavation activity associated with development of the area has the potential to impact the paleontologically sensitive Quaternary alluvial units and the Western Science Center recommends that a paleontological resource mitigation plan be put in place to monitor, salvage, and curate any recovered fossils associated with the current study area.

Sacred Lands File Search

The Sacred Lands File search results with the Native American Heritage Commission were negative.

If you have any questions or comments regarding this proposed scope of work, please contact me at 909-525-7078 or david.brunzell@yahoo.com.

Sincerely,

BCR Consulting LLC



David Brunzell, M.A./RPA
Principal Investigator/Archaeologist

Attachment A: Photos

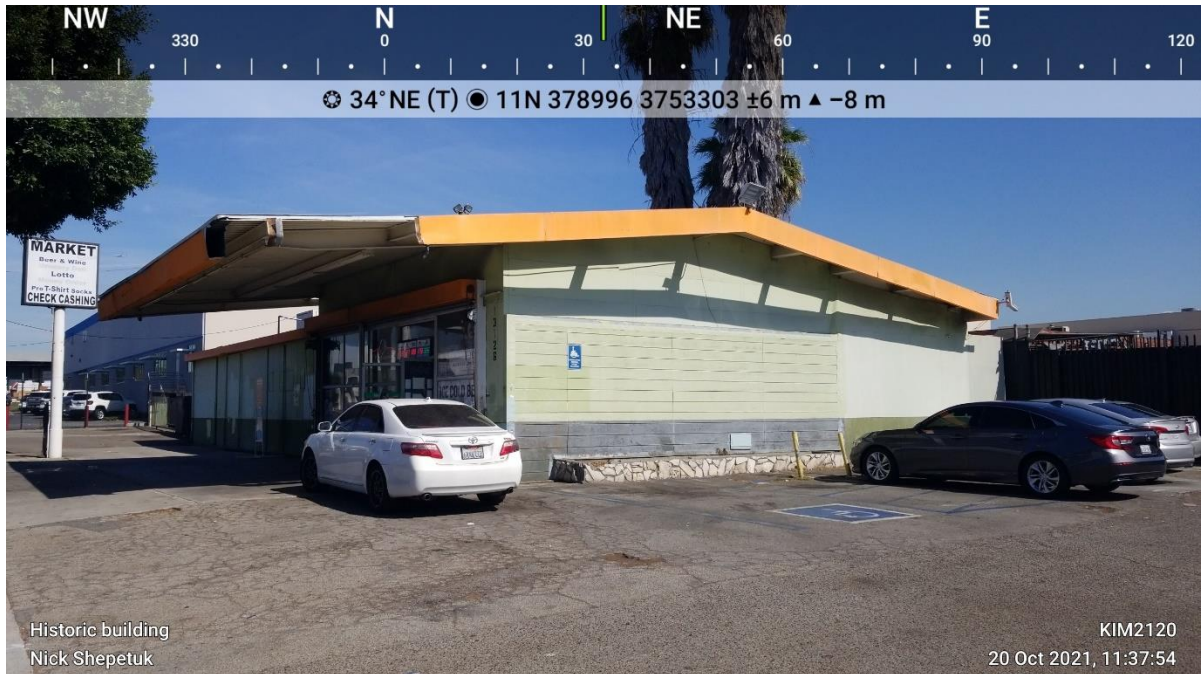


Photo 1: Convenience Store at 13126 Western Avenue



Photo 2: Industrial Building at 13130 Western Avenue

RESOLUTION NO. 6570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, UPHOLDING THE DECISION OF THE PLANNING COMMISSION APPROVING SITE PLAN REVIEW #5-21, CONDITIONAL USE PERMIT #5-21, AND CONDITIONAL USE PERMIT #6-21 TO DEVELOP A 121-UNIT SINGLE ROOM OCCUPANCY HOUSING DEVELOPMENT, WITH SEVEN VERY LOW INCOME UNITS, AND TWO, SIX-TIER AUTOMATED PARKING STRUCTURES ON A ONE-ACRE PROPERTY IN THE M-1 (INDUSTRIAL) ZONE WITH, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION FOR A CLASS 32 IN-FILL DEVELOPMENT

(13126 S. WESTERN AVENUE (APN: 6102-006-013))

WHEREAS, On July 30, 2021, the applicant West Realty Group, Inc., represented by Lee Johnson, submitted an application for a site plan review and conditional use permit to construct the 121-unit single room occupancy (SRO) housing development, including seven affordable units, and an additional conditional permit for the construction of two, six-tier automated parking structures (the "Project") on the property at 13126 S. Western Avenue (the "Property");

WHEREAS, The General Plan Land Use Plan designation of the Property is Industrial, and the zoning is M-1 (Industrial);

WHEREAS, The Property is bounded by warehouse buildings to the north and east, Western Avenue to the west and West 132nd Street to the south;

WHEREAS, on February 15, 2022, the Planning and Environmental Quality Commission held the public hearing at which time it considered all material and evidence, whether written or oral, after which it adopted Resolution No. PC 4-22 approving the Project and directed staff to file a notice of exemption;

WHEREAS, on February 22, 2022, the project was called for review by Council Member Francis, and seconded by Mayor Cerda;

WHEREAS, on March 10 2022, a public hearing was duly noticed for the City Council meeting of March 22, 2022, at which time it held the public hearing; and

WHEREAS, in making the various findings set forth herein, the City Council has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code. The record of these proceedings can be found at the Community Development Department, Room 101, 1700 West 162nd Street, Gardena, California. The Director of Community Development is the custodian of such record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. SITE PLAN REVIEW

Site Plan Review (#5-21) for the construction of a four-story residential building for 121 SRO units fronting Western Avenue, as shown on the plans presented to the City Council on March 22, 2022, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

A. The proposed development, including the uses and physical design, is consistent with the intent and general purpose of the general plan and provisions of the municipal code.

The General Plan Land Use Plan designates the Property as Industrial. The proposed project will further the goals, objectives and policies of the General Plan and not obstruct their attainment. Allowing the 121-unit single room occupancy housing development would be consistent with various goals and policies of the General Plan including the following:

- LU Goal 1 Preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high quality housing types in the City.
- Policy LU 1.1: Promote sound housing and attractive and safe residential neighborhoods
- Policy LU 1.5: Provide adequate residential amenities such as open space, recreation, off-street parking, and pedestrian features in multifamily residential developments
- Policy LU 1.9: Allow well designed and attractive residential mixed-use development to occur on existing underutilized commercial/industrial blocks designed as Mixed-Use Overlay.
- Policy DS 2.3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.
- Policy DS 2.10: Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a “greener” environment for residents and those viewing from public areas.
- Policy DS 2.11: Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve the quality of the project and to create more attractive and livable spaces for residents to enjoy.
- Policy DS 2.9: Integrate new residential developments with the surrounding built environment, in addition, encourage a strong relationship between the dwelling and the street.
- CI Goal 1 Promote a safe and efficient circulation system that benefits residents and businesses and integrates with the greater Los Angeles/South Bay transportation system.

- Policy CI 1.1: Prioritize long-term sustainability for the City of Gardena, in alignment with regional and state goals, by promoting infill development, reduced reliance on single-occupancy vehicle trips, and improved multi-modal transportation networks, with the goal of reducing air pollution and greenhouse gas emissions, thereby improving the health and quality of life for residents.
- CI Goal 3 Develop Complete Streets to promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities.
- Policy CI 3.3: Maintain and expand sidewalk installation and repair programs, particularly in areas where sidewalks link residential neighborhoods to local schools, parks, and shopping areas.
- CN Goal 2 Conserve and protect groundwater supply and water resources.
- Policy CN 2.2: Comply with the water conservation measures set forth by the California Department of Water Resources.
- CN Goal 3 Reduce the amount of solid waste produced in Gardena.
- Policy CN 3.1: Comply with the requirements set forth in the City's Source Reduction and Recycling Element.
- CN Goal 4 Conserve energy resources through the use of technology and conservation methods.
- Policy CN 4.2: Require compliance with Title 24 regulations to conserve energy.
- PS Goal 2 Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.
- Policy PS 2.3: Require compliance with seismic safety standards in the Unified Building Code.
- Policy PS 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.
- N Goal 3 Develop measures to control non-transportation noise impacts.
- Policy N 3.1: Require compliance with a quantitative noise ordinance based on the Model Noise Ordinance developed by the (now-defunct) State of California Office of Noise Control.
- Policy N 3.3: Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.
- Housing Goal 2.0 Provide opportunity for increasing the supply of affordable housing within the City with special emphasis on housing for special needs groups.
- Policy 2.2: Provide incentives for new housing construction, to encourage the production of affordable units. Encourage provision of units of various sizes to accommodate the diverse needs of the community, including seniors, students and young workers, and large households.

- Housing Goal 5.0 Promote equal opportunity for all residents to reside in the housing of their choice.
- Policy 5.2: Provide a range of housing options, locational choices, and price points to accommodate the diverse needs in Gardena and to allow for housing mobility.

The Project's design is high-quality, with a well-articulated building and pedestrian orientated environment that creates an attractive and safe residential neighborhood. The Project includes an abundant amount of open space including, open decks, outdoor courtyards, private balconies, a pool and spa, fitness room and multipurpose room. The building is stepped back four stories to two stories at the southwest corner, helping to reduce the building massing. The building mass and design act as a transition to the scale of the surrounding neighborhood.

The Project is an infill project in a high-quality transit area. While the Property is not located in the Mixed-Use Overlay zone, the Project is a well-designed and attractive residential development on an existing underutilized industrial property. The Property is zoned M-1, and SRO uses are allowed by conditional use permit. The building is setback ten feet from the property line and separated by a landscape buffer that includes various plants and shrubs. In the common outdoor courtyard, there are multiple trees of various sizes, as well as raised planters that help create a greener environment for the residents.

The Project creates 121 SRO units each with a floor area of 350-sf. Each unit will have a dishwasher, front loading washing machine and private balcony or patio. The Project includes seven affordable units, at a very-low-income level, that will have the same high-quality design of the other SRO units. This Project helps satisfy the City's regional housing need allocation of 5,735 units including 1,485 very low units.

Upon approval of the site plan review and issuance of the conditions of approval, the Project will not change the character of the community and will be consistent with the Gardena Municipal Code and General Plan.

B. The proposed development will not adversely affect the orderly and harmonious development of the area and the general welfare of the city.

As set forth above and in the staff report, which is incorporated by reference, the site plan meets all applicable development requirements of the Gardena Municipal Code, and as conditioned, will be compatible with, and not detrimental to, the surrounding land uses and general welfare of the City.

SECTION 2. CONDITIONAL USE PERMIT #5-21

Conditional Use Permit #5-21 for the construction of a SRO residential development in the Industrial (M-1) zone, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

A. That the use if one for which a conditional use permit is authorized;

As set forth under Section 18.36.030.P of the Gardena Municipal Code (GMC), SRO units are allowed in the M-1 zone pursuant to a conditional use permit.

GMC Section 18.36.030P.11, requires that a management plan be submitted with the conditional use permit application for SRO developments. The Management Plan, attached hereto as Exhibit B, addresses the management and operation of the facility, rental procedures, safety, and security of the residents and building maintenance and is approved as part of the conditional use permit.

B. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;

The recently adopted 2021-2029 6th Cycle Housing Element sets forth the City's regional housing need allocation of 5,735 residential units for the eight-year period, including 1,485 very low-income units. The Project will assist the City in reaching this allocation and continue to provide different housing options. As shown in Section 2 of this Resolution, the Property is compatible with various goals and policies of the City's Land Use Plan, Community Design Plan, Circulation Plan, Conservation Plan, Public Safety Plan, Noise Plan, and Housing Element.

C. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;

The Property has a dimension of 141 feet by 310 feet. As set forth above and in the staff report, which is incorporated by reference, the Project meets or exceeds all of the minimum development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking.

D. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use;

The Circulation Plan of the Gardena General Plan designates Western Avenue as an arterial roadway and West 132nd Street as a collector roadway. Arterial roadways are designed to connect traffic from smaller roadways to freeway interchanges and regional roadway corridors and are the principal urban thoroughfares of the City. Collector roadways are intended to provide general access to all types of land uses. The use of the Property for 121 units is not

expected to generate more traffic than the existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the Project.

- E. That the conditions stated in the decisions are deemed necessary to protect the public health, safety, and general welfare.**

The conditions of approval for Conditional Use Permit #5-21 will ensure that the SRO development will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

SECTION 3. CONDITIONAL USE PERMIT #6-21

Conditional Use Permit #6-21 for the construction of two, six-tier automated parking structures, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

- A. That the use is one for which a conditional use permit is authorized;**

GMC Section 18.40.080.B.5 allows for parking flexibility through mechanical vehicles storages, pursuant to a conditional use permit.

- B. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;**

The six-tier automated parking structures allows the Project to meet the minimum parking requirements in less space than traditional surface parking lots or garages would require. Automated parking structures utilize the land more efficiently as they do not need ramps for drivers to get in and out of spaces, making it more desirable for developments in the City. Additionally, the six-tier automated parking structures do not need to be as tall as a traditional six-story parking structure. As shown above, the development is consistent with various goals and policies of the General Plan which are in part made possible by being able to utilize this more efficient system. The automated parking structure will not be detrimental to the surrounding properties, existing uses or to uses specifically permitted in the M-1 zone.

- C. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;**

The Property has a dimension of 141 feet by 310 feet. As shown above, the Project, including the automated parking structures, meets or exceeds all of the minimum development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking.

D. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use;

The Circulation Plan of the Gardena General Plan designates Western Avenue as an arterial roadway and West 132nd Street as a collector roadway. The parking structures are accessory uses to that of the SRO residential development and do not add traffic above that of the SRO units themselves. The primary use of the 121 SRO units is not expected to generate more traffic than existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the Project.

E. That the conditions stated in the decisions are deemed necessary to protect the public health, safety, and general welfare.

The conditions of approval for Conditional Use Permit #6-21, will ensure that the automated parking will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

SECTION 4. NO NET LOSS FINDINGS.

In accordance with Government Code section 65583, each city's housing element must include an inventory of land suitable and available for residential development to meet the locality's housing need for each of the designated income levels of the assigned regional housing need. Additionally, if the City allows development of a site with less units by income level than identified in the Housing Element for that site, the City must make written findings supported by substantial evidence as to whether there are remaining sites identified in the Housing Element to accommodate the City's share of regional housing needs, including a quantification of the remaining unmet need for each income level.

- A. The Property is identified in the 2021-2029 Gardena Housing Element for a housing development that would include 15 lower income units, 4 moderate income units, and 11 above moderate-income units. The Project includes seven affordable units at the very-low-income level, while the remaining 114 units would be at above moderate income. The Project will meet the above moderate housing units that were identified for the site and provide seven out of the 15 identified lower income units. While the Project is providing more overall units than identified in the Housing Element, the Project does not provide the total lower and moderate-income units assumed.

- B. The City was allocated a regional housing need of 5,735 units to plan for the 2021-2029 planning period, broken down as follows: very low/low-income – 2,246 units; moderate-income – 894 units; and above moderate-income – 2,595 units. However, the Housing Element plans for a total of 7,399 units, exceeding the City's allocation by 1,664 units or 29%. This buffer was necessary in order to address the no net loss requirement, of maintaining an adequate inventory of sites. While the Project is not providing the number of affordable housing units of each identified income level as assumed in the Housing Element, there are more than sufficient sites remaining that are identified in the Housing Element to accommodate the City's share of regional housing for the 2021-2029 planning period.
- C. The City is in the beginning of the 2021-2029 housing period, and the first reported progress in reaching the regional housing need has not been completed at this time. However, the Housing Element does identify several residential development projects with completed entitlements and pending projects in the City, totaling 528 units, that can be completed within the timeframe of this Housing Element. The Project will also assist the City in reaching this allocation and continue to provide different housing options.

SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS.

The Project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the following exemption:

- A. Class 32 — Section 15332 – Infill Development Project. The Project is consistent with applicable general plan policies, and also consistent with applicable requirements of the City's zoning ordinance. The Project is within City limits, on a site less than five acres, and surrounded by urban uses. The Property has no value as a habitat for endangered, rare, or threatened species. The Property is able to be served by all required utilities and public services. The City's environmental consultant, Kimley-Horn, prepared technical studies that showed the Project would have less than significant impacts concerning traffic, noise, and air. Additionally, compliance with the National Pollution Discharge Elimination System and requirements of the Gardena Municipal Code would ensure the Project's construction-related activities would not violate any water quality standards or otherwise substantially degrade surface or groundwater quality, resulting in a less than significant impact. Therefore, the City does not foresee any adverse impacts to traffic, noise, air quality, or water quality.
- B. The Project is not subject to any of the exceptions for exemption under Section 15300.2 of the CEQA Guidelines. The location of the Project is predominantly urban and not considered a sensitive environment; therefore, the Project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The cumulative impact of this Project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact. The Project is not located along any state designated scenic

highway nor within any designated hazardous waste site. Kimley-Horn also prepared a Cultural Resources Assessment (Exhibit D) that found that neither of the two existing buildings on the Property appear to have historical significance. Staff does not expect any significant impacts or unusual circumstances related to the approval and construction of this Project

- C. Staff is hereby directed to file a Notice of Exemption for a Class 32 categorical exemption.

SECTION 6. Certification. The City Clerk shall certify the passage of this resolution.

SECTION 7. Effective Date. This Resolution shall be effective immediately.

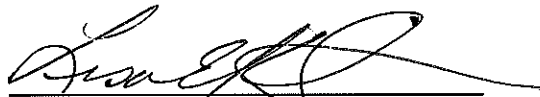
Passed, approved, and adopted this 22nd day of March, 2022.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



LISA KRANITZ, Assistant City Attorney

Exhibit A: Conditions of Approval

Exhibit B: Management Plan

EXHIBIT A

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR SITE PLAN REVIEW #5-21; CONDITIONAL USE PERMIT #5-21; CONDITIONAL USE PERMIT #6-21

GENERAL CONDITIONS

- GC 1. The applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement.
- GC 2. Applicant shall comply with all applicable written policies, resolutions, ordinances, and laws in effect at time of approval, or at time of permit applications. These conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 3. The approved resolution, including these conditions contained herein and the signed acknowledgement of acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to building plan check submittal. Said copies shall be included in all development plan submittals, including revisions and the final working drawings.
- GC 4. The site layout and physical appearance of the courts and existing structure shall be in accordance with the plans presented to and approved by the Planning and Environmental Quality Commission on February 15, 2022, and modified by these conditions of approval. Minor modifications or alterations to the design, style, colors, and materials shall be subject to the review and approval of the Community Development Director. Substantial modifications will require review and approval by the Planning Commission.
- GC 5. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including review of all documents required by these conditions of approval prior to issuance of a final building permit.
- GC 6. Applicant/developer shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs (including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of Site Plan Review #5-21, Conditional Use Permit #5-21, and Conditional Use Permit #6-21. The City shall promptly notify the applicant/developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant/developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant/developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant/developer is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its

own choosing, but such participation shall not relieve the applicant/developer of any obligation under this condition, including the payment of attorney's fees.

SITE PLAN REVIEW

SPR1. Site Plan Review #5-21 shall be utilized within a period not to exceed twelve (12) months from the date of approval unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of building permits.

CONDITIONAL USE PERMITS

CUP1. Conditional Use Permit #5-21 shall be utilized within a period not to exceed 12 months from the date of approval unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of a building permit.

CUP2. Conditional Use Permit #6-21 shall be utilized within a period not to exceed 12 months from the date of approval unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of a building permit.

CUP3. In the event noise, lighting or traffic nuisances or other public safety issues are brought to the attention of the City, the Community Development Director may impose further conditions or restrictions on the site operations to ensure land use compatibility.

CUP4. All motorized equipment used in construction shall be equipped with functioning mufflers as mandated by the State.

CUP5. The applicant shall provide screening on the two automated parking structures, along the south and west elevations of each.

PLANNING

PL1. The applicant/developer shall submit for review and approval detailed landscape and irrigation plans prepared by a licensed landscape architect to the Director of Community Development or designee and the Director of Public Works that is consistent with the State's Water Efficient Landscape Guidelines. At a minimum, tree size shall be 24-inch box and shrubs shall be five (5) gallon size. Metal cages, painted green, shall be used to protect irrigation check valves and controllers. All above ground piping, such as double detector check valves, shall not be placed in front setbacks and shall be screened with landscaping and painted green. Protective bollards shall be of a decorative type and/or painted green where appropriate.

- PL2. The management office shall maintain landscaping in a healthy and well-kept manner at all times. All landscape areas shall be provided with automatic irrigation. Dead or damaged landscape material and vegetation shall be replaced immediately. The irrigation system shall be maintained at all times. Trees shall be permitted to grow to their maximum height.
- PL3. Protective bollards shall be of a decorative type and/or painted green where appropriate.
- PL4. Colors and materials as shown on the development plans as presented to the Planning Commission on February 22, 2022, are approved. Deviation from colors and materials shall not be made unless approved by the Community Development Director.
- PL5. The Applicant/developer shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within 48 hours of its discovery in matching colors to the underlying surfaces.
- PL6. Any signage shall comply with the provisions of Chapter 18.58 of the Gardena Municipal Code.
- PL7. Decorative and colored concrete shall be provided at vehicular entrances along Western Avenue to the satisfaction of the Planning Division.
- PL8. The Applicant/developer shall place all mailboxes in accordance with U.S. Postal Regulations, as reviewed and approved by the Director of Community Development and the Gardena Postmaster prior to the issuance of a Certificate of Occupancy.
- PL9. The Applicant/developer shall submit a site lighting plan, with photometrics, for review and approval by the Building Official and the Director of Community Development prior to the issuance of building permits. The plan shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Building Official and the Director of Community Development. All light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties.
- PL10. The project shall comply with the City's Noise Ordinance (Gardena Municipal Code Chapter 8.36 and specifically Section 8.36.050, interior noise standards). If the project cannot comply with the Noise Ordinance the applicant shall provide an acoustical analysis which shall be submitted to the Gardena Building Division for review and approval in conjunction with the building permit application review.

PL11. The applicant shall enter into an affordable housing agreement with the City, as approved by the City Attorney's Office and in conformance with the State's Density Bonus Law.

BUILDING & SAFETY

- BS1. The applicant/developer shall comply with all applicable portions of the California Building Standards Code (Title 24, California Code of Regulations) in effect at the time of permit application.
- BS2. The applicant/developer shall comply with all conditions set forth by other departments and agencies, including but not limited to: Gardena Planning, Gardena Public Works, Los Angeles County Public Works, and Los Angeles County Fire Department.
- BS3. The applicant/developer shall comply with the latest adopted Los Angeles County Fire Code and Fire Department requirements, as applicable.
- BS4. All structures shall have fire protection via a sprinkler system under a NFPA 13R system.
- BS5. The applicant/developer shall obtain separate County of Los Angeles Public Health Environmental Health approvals.
- BS6. The Applicant/developer shall obtain separate County of Los Angeles Department of Public Works Environmental Programs Division approvals.
- BS7. The Applicant/developer shall provide storm water management plan study prepared by a qualified engineer acceptable to the Building Official and the Engineering Division. These plans shall incorporate Low Impact Development Plan (LID) mitigation measures.
- BS8. The Applicant/developer shall demonstrate that coverages has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the SWPPP shall be kept at the project site and be available for review on request. Best Management Practices shall be used during construction to prevent construction materials and soil from entering the storm drain.
- BS9. The applicant shall provide a complete hydrology and hydraulic study prepared by a qualified engineer, and comply with the recommendations of the engineer, to the satisfaction of the Building Official.
- BS10. The applicant shall submit a Final Geotechnical Investigation for City

review/approval and comply with its recommendations and any revisions deemed necessary by the City's Building Official. The Gardena Building Services Division will review construction plans to verify compliance with standard engineering practices, the GMC/CBSC, and the Geotechnical Investigation's recommendations.

BS11. If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 25-foot radius of the find shall halt and a professional vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist.

BS12. Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs). The sampling method to be used shall be based on the statistical probability that construction materials similar in color and texture contain similar amounts of asbestos. In areas where the material appears to be homogeneous in color and texture over a wide area, bulk samples shall be collected at discrete locations from within these areas. In unique or nonhomogeneous areas, discrete samples of potential ACMs shall be collected. The survey shall identify the likelihood that asbestos is present in concentrations greater than 1 percent in construction materials. If ACMs are located, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard.

Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Common asbestos abatement techniques involve removal, encapsulation, or enclosure. The removal of asbestos is preferred when the material is in poor physical condition and there is sufficient space for the removal technique. The encapsulation of asbestos is preferred when the material has sufficient resistance to ripping, has a hard or sealed surface, or is difficult to reach. The enclosure of asbestos is to be applied when the material is in perfect physical condition, or if the material cannot be removed from the site for reasons of protection against fire, heat, or noise.

BS13. If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified Environmental Professional. A

portable, field X-ray fluorescence (XRF) analyzer shall be used to identify the locations of potential lead paint, and test accessible painted surfaces. The qualified Environmental Professional shall identify the likelihood that lead is present in concentrations greater than 1.0 milligrams per square centimeter (mg/cm²) in/on readily accessible painted surfaces of the buildings.

If lead-based paint is found, abatement shall be completed by a qualified Lead Specialist prior to any activities that would create lead dust or fume hazard. Potential methods to reduce lead dust and waste during removal include wet scraping, wet planning, use of electric heat guns, chemical stripping, and use of local High Efficiency Particulate Air (HEPA) exhaust systems. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Engineer.

- BS14. The applicant/developer submit a grading plan for review and to the satisfaction of the Chief Building Official. Grading shall be in substantial conformance with the proposed grading that is approved by the Planning Commission. Surety shall be posted to the satisfaction of the Building Official and the City Attorney guaranteeing completion of grading within the project
- BS15. The applicant/developer shall submit a Final Priority WQMP to the Building Division for review and approval. This plan shall be in conformance with all current NPDES requirements. The WQMP must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evaporation, or bio-treat storm water runoff. Sheet flowing storm-water, without filtering, is no longer acceptable.
- BS16. The applicant/developer shall provide parking lot structural sections, which shall be based on recommendations of a soils engineer, to be approved by the City Engineer and Building Official.
- BS17. The applicant/developer shall install new public fire hydrant(s) to the satisfaction of the Los Angeles County Fire Department and City Engineer.
- BS18. The applicant/developer shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant/developer shall enroll in the city's waste diversion program.
- BS19. Address shall be posted on the outside gate and on the curb per CA Building and Fire codes. The Applicant/developer shall apply for new addresses with the Community Development Department, prior to obtaining building permits.

PUBLIC WORKS – ENGINEERING DIVISION

- PW1. All work in the public right of way shall be constructed in accordance with the Standard Plans and Standard Specifications for Public Works Construction,

latest edition. This includes supplements thereto and City of Gardena Standard Drawings.

PW2. Before undertaking any Encroachment/Excavation within the public right of way, the owner must first obtain the applicable permit from the Public Works Engineering Division.

PW3. The project shall utilize the County's benchmarks and any controlling survey monumentation (property lines, tract lines, street centerline, etc.) which are at risk of being destroyed or disturbed during the course of the project must be preserved in accordance with Section 8771(b) of the California Business and Professions Code (Professional Land Surveyors Act). Preconstruction field ties, along with the preparation and filling of the required Corner Records or Record of Survey with the County of Los Angeles, shall be accomplished by, or under the direction of, a licensed surveyor or civil engineer authorized to practice land surveying.

Copies of said records shall be furnished to the City Engineering for review and approval prior to issuance of any onsite or offsite construction permit. In addition, any monuments disturbed or destroyed by this project must be reset and post-construction Corner Records or Record of Survey filed with the County of Los Angeles. A copy of the recorded documents shall be submitted to the Engineering office for review and approval prior to issuance and/or finalizing any permits within the public right of way.

PW4. Prior to issuance of permits, all public improvements (if any) shall be guaranteed to be installed by the execution of an Agreement for Public Improvements secured by sufficient bond sureties or cash, complete indemnification form, Certification of Insurance (General Liability, Auto & Workers Compensation) naming City of Gardena as additional insured, contractor State License and City Business License.

PW5. All public improvements, studies, designs, plans, calculations and other requirements shall be installed, provided and supplied by the developer in accordance with City and State codes, policies and requirements at no cost to the City.

All work shall comply with City Standards and specifications and with the City of Gardena Municipal Codes and to be designed and signed by a registered Civil Engineer or other applicable professional license engineer(s).

PW6. The applicant shall remove and replace all sidewalk, curb & gutter, abandoned driveways, ADA ramps, street and traffic signages, fronting the property. All incidental improvements such as traffic markings, re-painting existing curbs, curb drains, etc., shall also be included.

PW7. The applicant shall remove all three (3) existing trees along Western Ave. and replant with 24" box Bronze Loquat per the city's standard tree planting detail. Remove one (1) existing damage tree along 132nd Street and replant with 24" box Crape Myrtle per the city's standard tree planting detail. All street tree(s)

improvements to be coordinate with City Public Works Park's Superintendent, Kevin Thomas (310.217.9657).

- PW8. The applicant shall provide sewer capacity analysis for the proposed sewer main connection to be submitted to the Public Works Engineering Division for review. If determined that the existing connection and main line(s) are deficient or in poor condition, improvements to be imposed. Sewer fees will be based on type of facility. Industrial waste clearance may be required.
- PW9. The applicant shall provide traffic control plans per WATCH (Work Area Traffic Control Handbook) and/or California MUTCD (California Manual on Uniform Traffic Control Devices) per the latest standard pending proposed controls (permanent-overnight or temporary). The temporary/permanent traffic control plans shall be prepared by, or under the direction of, a licensed civil engineer or other authorized to practice traffic engineering.
- PW10. The applicant shall provide Street Improvement Plans showing all requirements and submit to Public Works Department for review and approval. Street Improvement Plan shall be stamped and signed by a Civil Engineer Registered in the state of California. An As-built plan signed and stamped by the Engineer of Record shall be submitted to Public Works Department prior to finalizing and closing permit. Any deviations from the approved plan will require a submittal of plan revision for the City review and approval.
- PW11. The applicant/developer is responsible for all applicable permit, plan check surety, and other incidental fees pertaining to the proposed project.

LOS ANGELES COUNTY FIRE DEPARTMENT

- FD1. The applicant shall submit the plans to the Los Angeles County Fire Department for approval and shall comply with all applicable Los Angeles County Fire Department requirements.

LOS ANGELES COUNTY SANITATION DISTRICTS

- SD1. The applicant shall pay a connection fee before a permit to connect to the sewer is issued. For more specific information regarding the connection fee application procedure and fees, please contact the Connection Fee Counter at (562) 908-4288, extension 2727.

Lee Johnson, West Realty Group, Inc., certifies that he has read, understood, and agrees to the project conditions listed herein.

Lee Johnson

Date

RESO NO. 6570; SPR #5-21; CUP #5-21; CUP #6-21
March 22, 2022
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West Realty Group, Inc.

Management Plan for

The Western Ave. Apartment Communities

Located at: 13126 Western Ave. Gardena

Western Apartments

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Western Apartments

1.0 Executive Summary

The RFLA eFund I, LLC (which shall be referred to as RFLA) has been formed for the purpose of the development and management of 121 units within one apartment building located at 13126 Western Ave. in Gardena, CA. RFLA will be providing for apartments at marketrate rents. By being involved in each step of the way from development to rental, we at RFLA can ensure our customers that they are receiving the highest quality living. Will be providing high quality housing that offers both up-to-date technological amenities as well as state-of-the-art living conditions at affordable rental rates. At this time, the building will be referred to as "Western Ave. Apartments." Western Ave. Apartments will foster an atmosphere and a quality of life that is of the highest standards. Customer satisfaction, safety and an overall healthy working relationship are our main goals at RFLA.

1.1 Objectives

1. Provide reasonably priced rental housing units in an area with a lack of newly built affordable priced apartments.

1.2 Mission

Western Ave. Apartments will provide high-quality, comfortable rental apartments in Gardena. Our apartments will offer state-of-the-art architectural design and living conditions reflective of today's technology and a growing need for quality housing in the area. Our company is dedicated to a hassle-free living environment in which our tenants can enjoy all the benefits of safe, attractive, and inviting units. Unlike many other real estate companies that are solely concerned with turning profits, RFLA is to maintain the highest level of customer satisfaction that is achievable. Tenant safety, happiness, and comfort are extremely important to our operations.

Western Ave. Apartments is being built to compliment the local area in three main aspects: design, usability, and functionality. The apartments are designed to be priced at market rent rates. Within the company, we have strived to work as a cohesive, harmonious unit focused on exemplifying our mission. Just as customer satisfaction is an intricate part of RFLA's success, so is employee satisfaction. That is why the founders of RFLA believe that employee satisfaction will make the company a success and will be the key to their longevity.

1.3 Keys to Success

1. Safe, quality housing that provides state-of-the-art amenities at competitive prices.
2. Maintaining open communication between RFLA and its residents to ensure the highest level of customer satisfaction and long lasting reputation within the community.
3. Experienced staff with professional leasing and management experience.

2.0 Company Summary

RFLA has been formed for the development and management of the apartments at 13126 Western Ave. Primary experience and expertise has been in the development of high-quality, urban infill projects such as condos, apartments and mixed-use buildings. Its members have years of experience in all aspects of real estate.

Western Apartments

2.1 Company Ownership

RFLA has been created as a Limited Liability Corporation. It will be owned by its investors who are also the Developers of the project. Their intention is for long-term holding and managing of the Western Ave. Apartments.

2.2 Company Locations and Facilities

RFLA will lease and manage the apartments from a leasing office located within the building during business hours. This office will also be available for maintenance, janitorial and repair service staff during business hours and we expect to have a minimum of one live-in manager on the premises. For after-hours emergencies, we will have a 24-hour phone number to call in addition to the live-in manager.

3.0 Management Operations

Management of operations will focus on 4 main areas:

1. Leasing.
2. Maintenance and repair (including emergencies).
3. Accounting of all business operations.
4. Security of tenants and property.

3.1 Management Team

The management team will be mostly departmentalized. Employees are delegated tasks based upon their specialty. Initial staff will include members already integrated with RFLA as well as additional staff with appropriate experience. At RFLA, we prefer to hire staff rather than outsource to ensure that our customer service and quality of work remains consistent with RFLA's mission.

The initial expected staffing is as follows:

- 2 full-time managers: Job responsibilities include managing operations, overseeing staff, overseeing advertising and accounting. Responsibilities may also include some after-hours emergency calls if needed.
- 2 part-time leasing agents: Job responsibilities will be leasing of the residential units. This includes follow-up on advertising, communications with prospective tenants, apartment showings, processing of paperwork and tenant move-ins.
- 1 part-time maintenance technician: Job responsibilities will include all in-house maintenance and repair issues including after-hour emergency calls. Job responsibilities may also overlap with janitorial staff.
- 1 part-time janitorial personnel: Job responsibilities will include weekly cleaning and maintenance. Job responsibilities may overlap with the maintenance technician and may also include after-hours emergencies.
- In addition to our regular staff, there may be occasion to use trained temp-staffing to fill in any gap or emergency that may arise.

3.2 Leasing

The leasing of the apartments will be performed in a manner that is professional, consistent with our customer service objectives and in accordance with all local, state and federal guidelines. At RFLA, we have a vested interest

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in creating and maintaining a relationship with our residents. We want to provide great apartments with great customer service. This includes making the leasing process as hassle-free as possible.

3.2.1 Leasing Process

Western Ave. Apartments will be leased to market rate rental residents. The process for leasing an apartment will include the following steps:

1. An application must be completed to determine credit worthiness, income eligibility, and rental history. At RFLA, we are experienced in processing this type of information quickly and efficiently. We also understand the importance of protecting an individual's privacy and personal information. Only limited authorized staff or auditors will have access to sensitive personal information of applicants and tenants.
2. After eligibility is approved and verified with the appropriate backup documents, we will sign a lease for the specific apartment to be rented. The minimum lease term shall be 30 days. At the time of lease signing we shall collect the first month's rent and an applicable security deposit.
3. If an applicant is denied based on credit or eligibility requirements they shall receive a written notice of such denial.
4. Once a lease is signed then the new tenant receives copies of the signed lease, rules and regulations, Gym rules and a packet of helpful information regarding the building and the local area. Move in is scheduled for all new tenants so as not to conflict with other move-ins.

3.2.2 Leasing Documents

The leasing documents are generally composed of the following items:

1. Application
2. Lease
3. Rules and Regulations
4. Addendums

Western Apartments

3.2.2.1 Application- Sample

Western AVE. APARTMENT RENTAL APPLICATION

OCCUPANT

Name _____ CoApplicant/Guarantor _____

Driver's License No. _____ Social Security No. _____ DOB _____

Phone: Home _____ Cell _____ Email _____

EMPLOYMENT HISTORY

Current Employer _____

Address _____ City _____ State _____ Zip _____

Supervisor _____ Phone _____

Gross Monthly Salary _____ Position _____ How long? _____

Other income sources _____ other gross monthly income _____

Co-applicant/Guarantor's Employer _____

Address _____ City _____ State _____ Zip _____

Supervisor _____ Phone _____

Gross Monthly Salary _____ Position _____ How long? _____

Other income sources _____ other gross monthly income _____

RENTAL HISTORY

Present Address _____ City _____ State _____ Zip _____

Rent _____ Own _____ Rental/Mortgage Amount Paid Monthly _____ From/To _____

Reason for leaving _____

Landlord's Name/Mortgage Co. _____ Phone # _____

Previous Address _____ City _____ State _____ Zip _____

Rent _____ Own _____ Rental/Mortgage Amount Paid Monthly _____ From/To _____

Reason for leaving _____

Landlord's Name/Mortgage Co. _____ Phone # _____

BANKING REFERENCE

Name _____ Phone# _____

Address _____ City _____ State _____ Zip _____

Account # _____ Checking _____ Savings _____ Balance _____

OTHER INFORMATION:

In the past have you failed to perform any obligation of a rental agreement or have you been a defendant in an eviction lawsuit?

If yes. Explain _____

Any pets(describe) _____

In case of emergency notify _____ relationship _____
phone _____

The information on this application is true and correct to the best of my knowledge. I hereby authorize RFLA or its agents to verify the above information and obtain either a consumer or investigative credit report from Contemporary Information Corp. I understand that the \$ fee for verifying this rental application is not a deposit, will not be applied to any rent, or refunded even if the application to rent is declined.

Signature _____ Date _____

Signature _____ Date _____

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3.2.2.2 Lease-Sample

The lease terms and conditions may be changed and updated from time to time.

Residential Lease

This agreement made as of the date written below by _____, LLC "Lessee" does hereby lease to **TENANT NAME** "Lessee" herein, and Lessee hereby hires and takes the premises (as defined below) for the term specified subject to all of the terms and provisions set forth below:

1. **Premises:** The premises here leased are situated at **Western Ave. APT _____**, Gardena, CA .

2. (a) **Term.** The term of this Agreement shall be for a _____ month period commencing on **Date Lease Starts** . Any permitted holding over, with the permission of the landlord, after the term shall create only a month-to-month tenancy, terminable at any time thereafter by either party on 30 days written notice.

(b) **Notices.** The notices provided for herein or required by law to be served by the Lessee to the Lessor shall be served upon the Lessor, by certified mail or by delivering a copy thereof to Lessor at Leasing Office, or to such other place as Lessor shall from time to time designate to Lessee in writing.

3. **Rent.** The rent for the premises shall be the sum of **Monthly rent in dollars (\$ _____) per month**, which rent Lessee hereby agrees to pay at the office of Lessor or at such other places as Lessor may from time to time designate. Lessee expressly agrees to pay said rent each month in advance. If the term of this agreement commences on any day other than the first day of the calendar month, the rent for the second month shall be prorated to the first day of the calendar month and all monthly installments of rent payable by Lessee shall thereafter be paid in advance on the first day of each calendar month during the term.

(a) All rental payments received after the third (3rd) day from the due date shall be subject to a late fee of \$50.00. However, any payment not received by the first day from the due date shall be subject to a Three-Day Notice.

(b) Any returned check for any reason whatsoever shall be subject to a returned check fee of Twenty (\$20.00) Dollars.

(c) If the Lessor for any reason cannot deliver possession of said premises to Lessee at the commencement of said term, the Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but there shall be a proportionate deduction of rent; nor shall this lease be void or voidable for a period of ten (10) days thereafter; and if for any reason said premises cannot be delivered within said number of days, then Lessee may, prior to Lessor's delivery of the premises, declare this lease to be null and void and all money paid to Lessor shall be refunded to the Lessee.

4. **Utilities.** Lessee agrees to pay for utilities.

5. **Deposits.** In addition to the rent due hereunder, Lessee shall upon the signing of this Agreement, deposit with Lessor a SECURITY DEPOSIT in the amount of \$ _____. Said SECURITY DEPOSIT shall be paid for the faithful performance of Lessee's obligation for rent or any damages or destruction of the premises or any part thereof for which Lessee is responsible hereunder. Lessor may, at his option, repair such damage or destruction, and in addition to any other remedies hereunder, apply such security deposit towards payment of the costs of such repair. In the event that such security deposit shall be applied in any manner authorized, Lessee agrees within ten (10) days after demand from Lessor, to deposit with Lessor an amount sufficient to restore the security deposit to

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the amount originally deposited hereunder. Failure to do so shall be a default hereunder. If actual costs of damage exceed the amount of the security deposit, Lessee shall personally pay any excess costs.

Lessee shall not apply any portion of this security deposit against unpaid rent. Authorized security deposits shall be accounted for within twenty-one (21) days after termination of residency and return of keys and transmitter(s).

6. **Use of Premises.** Lessee agrees to use the premises solely as a private residence, and that only the following persons and no others shall occupy the premises without the prior written consent of Lessor: The Lessee agrees to use the premises and all common areas made available to Lessee always in accordance with the Rules and Regulations attached hereto or hereinafter promulgated and further agrees not to violate any law or ordinance or any governmental authority with respect to the premises.

7. **Condition of Premises; Maintenance and Repair; Right of Inspection.** Lessee has inspected the premises and hereby accepts the premises in its as is physical condition, agreeing that no statement or representation as to the condition has been made by Lessor. Lessor may, at Lessor's option, and without being under any obligation whatsoever to do so, enter the premises during normal business hours to examine the same, to make such repairs or perform such maintenance as Lessor may deem necessary or desirable, or exhibit the premises to prospective tenants, workmen, or contractors. Lessee agrees to maintain the interior of the premises always during the term hereof in good and clean condition as good as the present condition of premises (reasonable wear and tear excepted) and to return the premises to Lessor in such condition at the end of the term. (but without limitation), Lessee shall pay for any expense, damage or repair condition by the stopping or overflow of waste pipes, bathtubs, water closets, wash basins, disposals, dishwashers or sinks.

8. **Assignment and Subletting.** Lessee agrees, as a condition of continuation of this Agreement, not to sell, assign, transfer, set over, mortgage, hypothecate, or in any manner dispose of this Agreement, its term, or any part of its term, or the premises, in whole or in part, without the written consent of Lessor. In the event Lessor at any time shall give such written consent, it shall not be construed as a waiver of any other written consent above required, or for any other time or for any other reason.

9. **Furniture and Fixtures.** In the event the apartment is all or partially furnished, then all such furniture and fixtures are and shall remain the property of Lessor and Lessee hereby agrees that, in the event of any damage or destruction to such furniture or fixtures during the term of this Agreement (reasonable wear and tear excepted), Lessee will pay promptly, on demand, all costs of repair or replacement of such furniture or fixtures. Lessee shall not remove any of such furniture or fixtures from the premises at any time.

10. **Pets.** Lessee agrees that no pet or pets may be kept in or about the premises without the prior written consent of the Lessor. In the event such consent is granted, it shall apply only to that pet specified. All decisions on pets shall be subject to the discretion of the Lessor and his decision in each case shall be final. In the event consent is given with respect to a pet, such consent may be later withdrawn at any time by the Lessor upon notice to the Lessee whereupon Lessee shall immediately remove the pet permanently from the premises. Lessee agrees to pay for any damage to the premises or to the furniture, furnishing or equipment therein, caused by any pet. Lessee agrees to pay to the Lessor the sum of \$ _____ per month upon receiving consent to have the pet in or about the premises, and an additional security deposit of \$ _____ which sum shall be held by the Lessor as an additional security deposit. Said additional security deposit shall be added to any deposit under Paragraph 5 above; and, upon the expiration of the occupancy, such security deposit may be applied by the Lessor for any purposes permitted under Paragraph 5.

11. **Alterations and Improvements.** Lessee agrees not to make any alteration of, or make or add any improvement of any kind to the premises without obtaining Lessor's written consent in advance, including without limitation, painting, wallpapering, permanent shelving and flooring and changing of locks. All alterations, additions or improvements in and to said premises shall be the property of Lessor and shall remain upon and be surrendered with the premises.

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(a) Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

12. **Damage and Destruction.** Lessee hereby indemnifies Lessor against, and agrees to pay on demand, for all reasonable costs of repair or restoration as a result of any damage or destruction to the premises or any part thereof resulting from the willful or negligent act of Lessee (and/or any person on the premises through or under Lessee's direction including without limitation, guests of Lessee). In particular, but without limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off electrical appliances or lights when not in use, and littering of the premises or adjoining common areas.

13. **Default by Lessee.**

(a) The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee: (I) The abandonment of the premises by Lessee; (II) the failure by Lessee to make any payment of rent or additional rent required to be made by Lessee hereunder as and when due; and, (III) the failure by Lessee to observe or perform any of the other provisions of this lease to be observed or performed by Lessee if such failure shall not be cured within three (3) days after notice thereof.

(b) Whether or not the premises are re-let by Lessor, Lessee shall remain obligated under the lease and shall pay to Lessor, until the end of the term hereof, the amount of rent required to be paid by Lessee hereunder, provided however, that in the event Lessor does re-let the premises, Lessor shall apply the rent or other proceeds actually collected by it as a result of re-letting against any amounts due from Lessee hereunder. In the event Lessor elects to terminate this lease, it may recover, in addition to the rent which has accrued as of the time of termination, the worth at the time of the award of the amount of rent for the balance of the term after termination, less the amount of such rental loss which Lessee proves could have been or could reasonably be avoided.

(c) Lessee shall pay all expenses incurred by Lessor in recovering possession of the premises and re-letting or attempting to re-let the same and all costs, including attorney's fees, incurred by Lessor in exercising any remedy provided herein or in enforcing Lessee's obligations hereunder as a result of litigation or otherwise.

14. **Rules and Regulations.** You shall comply with all rules and regulations(attachment) which govern the building and any part of its property, and any alterations or changes in the rules and regulations which we, in our discretion, may adopt for the building. You covenant and agree that all rules and regulations continued in this Lease and those which may be adopted later by us and made known to you have the same force and effect as covenants of the lease, and you covenant and agree that you family and visitors will observe all such rules and regulations. In addition, we reserve the right to alter, amend, or modify these rules and regulations, and you agree to abide by any alterations, amendments or modifications.

15. **Subordination.** This Agreement shall, without further act on the part of Lessee, be subject and subordinate to the lien of any mortgage and/or deed of trust or other encumbrance which may now exist upon, or which may hereafter be placed by Lessor upon the premises or property including the premises.

16. **Waiver.** The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other time, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

17. **Possession.** Failure to deliver possession of the premises at the time herein agreed upon shall not subject Lessor to liability for damage beyond the amount of the deposit received from Lessee.

Western Apartments

18. **Auto Parking (if applicable).** It is expressly understood and agreed that the assigned parking space at said premises is limited to private passenger vehicles and Lessee shall have no right to store any vehicles, boats or trailers or ANY other property on said parking space without written consent of Lessor. Car repairs, washing or painting are not permitted anywhere on the property. Lessee hereby grants to Lessor the undisputed right, with ten (10) days notice, to remove any vehicle from parking space which is inoperable in Lessor's opinion, and remains inoperable for ten (10) consecutive days. Lessee further agrees that any vehicle owned by Lessee remaining on the property after the termination of this Agreement may be immediately removed with full immunity from damages for such removal, on the part of the Lessor. Lessor shall not park, or allow anyone else to park, in any other space on Lessor's property. Lessee shall not assign or sublet any such parking space and Lessor may have unauthorized vehicles towed away. Upon ten (10) days written notice to Lessee, Lessor may terminate Lessee's parking privilege or change the size and/or location of Lessor's parking space.

19. **Lessor's Representative (if applicable).** Should the above premises be under the control of a resident manager, in that event Lessor appoints the resident manager as its duly authorized agent to manage the premises and to act for the purposes of services of process and for the purpose of receiving and receipting for all notices and demands.

20. **Attorney's Fees.** In the event a suit shall arise relating to the terms and conditions contained in this lease or the breach thereof, the losing party shall pay to the prevailing party reasonable attorneys fees which shall be fixed by the Court.

21. **Keys and Entry.** Lessee shall at all times provide Lessor with a key to all locks on the premises. Lessee shall allow Lessor or Lessor's representatives access to the unit for the purposes of making repairs or to inspect the unit, to show the unit to prospective tenants, purchasers, workmen or contractors.

Date: _____ By: _____
Owner or Agent for Owner, "Lessor"

Date: _____ By: _____
Tenant, "Lessee"

3.2.2.3 Rules and Regulations

The Western Ave. Apartments RULES AND REGULATIONS (Attachment #1)

These rules and regulations are a binding part of your lease. A violation of any of these rules may be considered a failure to honor our lease obligations, and consequently, you may be considered in default and subject to legal action under the lease and the law.

1. **RENTAL PAYMENT** - Rent is due on or before the first day of each month. Checks should be made payable to the management company for the full amount of rent. Failure to pay all rent will expose all tenants in the apartment to eviction proceedings, and consequently, you will be subject for payment of Landlord's legal costs and fees. Please make arrangements well in advance to see that rent is paid in a timely manner. Rent is preferred in the form of a check or money order. Also, please be sure that your apartment number is clearly written on your check to help us properly credit your rent.

2. **PARTIES AND EXCESSIVE NOISE** - Be forewarned: The Landlord will vigorously enforce all Lease provisions with regard to excessive noise and parties. You are bound by you lease to be responsible for the behavior of your guests and to respect the rights of other tenants at The Western Ave. Apartments. After 10:00pm is considered quiet time. Again, you are responsible for the behavior of yourselves and your guests. If you have guests/a party and it causes any disturbance which is too big, uncontrollable, or disturbing others, management and/or the police will shut it down. Any violations of the party and noise provision of the lease will result in

Western Apartments

written warnings being sent to the tenants and their guarantors. More than one written complaint for noisy behavior may be considered grounds for eviction. Likewise, if you find that you are disturbed or bothered by the behavior of other tenants, and you have failed in your attempts to remedy the situation, please contact management and/or the police to allow us to address the situation. All complaints made to management will be held confidentially.

3. ILLEGAL USE OF PREMISES - All residents agree not to engage in or permit unlawful activities. This includes under age drinking and illegal drug related activities in the apartment, hallways, common areas, or grounds.

4. ALCOHOLIC BEVERAGES ON THE GROUNDS - Alcoholic beverages shall not be consumed on the grounds, in the hallways, or in the common areas of The Western Ave. Apartments.

5. SMOKING - Smoking is NOT permitted in common areas of the property.

6. GARBAGE AND RECYCLING - All trash must be disposed of properly in the trash chutes or dumpsters conveniently around the property. It is mandatory to recycle in The Western Ave. Apartments. Recycling collection sites are located adjacent to each dumpster for newspaper, glass, cardboard, and metal cans. Glass and cans must be rinsed out. Each apartment has been provided with one recycling bin. Any bin that is not left at the end of the tenancy will be charged against your security deposit.

7. LITTERING - Residents and guests shall not litter the common areas or grounds of the complex. Personal property (bicycles, strollers, etc.), may not be left in the hallways or chained to trees, etc. Such items may be considered abandoned and disposed of by the management.

8. BALCONIES AND YARDS - Residents shall not store garbage on their balconies or yards. Residents shall not hang laundry outside. For safety reasons, please do not hang or place plants directly on top of balcony railings. All yards and balconies must be kept neat and clean.

9. SERVICE REQUESTS - All service and maintenance requests will be handled as promptly as possible. Please submit all service requests in writing by email or in the office mailbox. Requests should not be made directly to the maintenance staff, as this will upset the system we have in place to best serve our residents. If you have an emergency maintenance request after or before office hours, please contact our emergency number. Feel free to use this number anytime you are unable to contact the office with an emergency. Our answering service person will take your name, telephone number, and apartment number and relay your request to the maintenance personnel. Please do not use the emergency number for routine matters.

10. KEYS - Lost keys will be replaced at a cost of \$15.00 each. Occasionally, a resident may wish to have his/her lock changed, the charge for this is \$25.00. If you get locked out of your apartment during normal business hours, we will be happy to open the door at no charge as soon as possible. After normal business hours and on weekends there is limited lockout service available. Monday through Friday between 4:00pm and 9:00pm, and on weekends/Holidays between 9:00am and 4:00pm, lockout service is available for a charge of \$35.00. Monday through Friday between 9:00pm and 9:00am, and on weekends/Holidays between 4:00pm and 9:00am, lockout service is available through our locksmith only and the charge is \$75.00.

11. PARKING -

A. All vehicles must be parked in a designated parking space.

B. Any vehicle parked in a non-designated area, such as the fire lane, or in front of a dumpster will be towed at the vehicle owner's expense without further notice. If a permit has been issued to that car, it may be revoked and all parking privileges suspended.

Western Apartments

- C. Any resident car, with or without a resident sticker, parked in such a space will be towed at the vehicle owner's expense.
- D. Only vehicles with valid Western Ave. Apartment Parking Permits may park in resident parking areas. Cars parked without permits are subject to towing at the vehicle owner's expense.
- E. All permits remain the property of The Western Ave. Apartments. The landlord reserves the sole right to revoke any permit from any tenant not observing the parking regulations.
- F. No repairs (including washing of cars and changing oil) may be done to vehicles anywhere on The Western Ave. Apartment's property.
- G. No double parking (end to end) is allowed anywhere.
- H. All vehicles must be registered and insured

12. **SMOKE DETECTORS** - All smoke detectors have been checked to ensure that they are working when a tenancy begins. Residents agree to notify management in the event there is any problem with either the smoke detector and/or emergency lighting/smoke detectors in the common hallway. If we find a smoke detector vandalized, or removed, the tenant will be charged \$50.00 plus the cost of materials for putting the smoke detector back into working order. Smoke detectors and other fire safety equipment are provided for your safety as well as the safety of others. We reserve the right to prosecute to the full extent of the law in the event you or your guests vandalize any fire safety equipment. We reserve the right to check your smoke detector when performing other maintenance in your apartment, or at other times during your tenancy. If your smoke detector is found to be not working properly during one of these checks, it will be repaired and you will be charged.

13. **MOVING** - Moving in and out of apartments is permitted between the hours of 8:30am and 5:00pm. Cars and trucks are not permitted on the curbs, sidewalks, etc. while you are moving in or out, and are subject to towing without further notice. Any damage to the common areas caused by your moving will be charged accordingly.

14. **GYM AND BAR-B-QUE** - Please see the most updated Rules and Regulations. Hours and Rules will be posted within the complex. NO ALCOHOLIC BEVERAGES OR FOOD OR SMOKING IS PERMITTED ANYWHERE IN THE PUBLIC AREAS OR GYM.

15. **PET POLICY** - One small pet under 20 lbs are permitted with management approval. Please see the Pet agreement for rules and regulations governing pets. Any animal found in either the common hallways or on the grounds is subject to immediate removal by a member of RFLA Staff. Any animals found will be turned over to the town or an animal shelter. An animal will neither be returned to any resident, nor to any neighbor. If we have become aware for any reason of an animal living in an apartment without written approval, the tenants shall receive a written notice immediately that they have five (5) days to remove the animal, or eviction proceedings will commence.

16. **DELIVERIES** - The Management Office is not responsible for any loss or damages resulting from the delivery of residents' packages to the office in the case that the residents are not home. Residents are free to request that packages not be left at the office.

17. **SALES & SOLICITING** - All sales and soliciting are strictly prohibited on The Western Ave. Apartments property.

18. **DAMAGE TO THE APARTMENT/Common Areas** - Tenants will be strictly held responsible for damages in their apartments and to the common areas. You are also responsible for any damage done by your guests. A written bill will be sent shortly after the damage is noticed and payment is expected promptly upon receipt. Further, maintenance that is required beyond usual wear and tear will be charged to the tenants (this includes toilet back ups because of improper use, holes in walls, etc.).

Western Apartments

19. MOVE OUT PRIOR TO THE EXPIRATION OF LEASE - Each tenant must realize that moving out prior to the expiration of the lease does not release such tenant or any guarantor if applicable. This means you are each responsible for the actions of your roommates. The Landlord does not differentiate between you individually, with respect to this you are all treated as a group. If you move out prior to the expiration of the lease, you must notify the office in writing and return your keys. You will remain responsible for payment of rent and other charges until the earlier of the original expiration of your lease, or our leasing the apartment to a new tenant who takes possession. In addition, you may be held responsible for leasing costs that may include but are not limited to cleaning the apartment, painting, advertising, etc. If you move out and fail to pay rent the management/owners may go to court and obtain a judgement for monetary damages against the tenant and/or the guarantors of the lease.

20. SECURITY DEPOSIT REFUNDS - Apartments will be inspected for damages shortly after the tenants vacate the apartment. Security Deposit refunds will be made in the name of the tenant/guarantor on the lease, unless we receive a form (available in the office) indicating to whom the check should be made payable. In no event will we issue separate checks. It is important that you give us a forwarding address for the check. Failure to give us a forwarding address may delay return of your Security Deposit. Security Deposits will be return within (21) days from move out.

21. SUGGESTIONS - We welcome all constructive criticism of any policy we may have, and welcome your suggestions for improving the overall quality of living at The Western Ave. Apartments. Please feel free to call upon the Manager with your thoughts.

22. WESTERN AVE. GROUP STAFF - It is the policy of the owners and management to be responsive and courteous. If you feel someone has been rude or unreasonable please contact Lee Johnson at 310-892-2244.

23. CHANGES TO RULES AND REGULATIONS - The landlord reserves the right to change and/or amend these rules and regulations at any time.

GENERAL RULES

1. The gym and bar-b-que areas are to be used only between the hours of 8:00 A.M. and 8:00 P.M. This is subject to change per posted signage by management.
2. The gym is reserved exclusively for use of residents of the building and their guests.
3. Children under the age of Sixteen (16) shall not use gym without an adult in attendance.
4. No food may be served or eaten in or around the gym area at any time without Owners/Agent's consent. Refreshments must be served in unbreakable containers.
5. No alcoholic beverages shall be served or consumed in or around the public area of the complex at any time. No person under the influence of alcoholic beverages is permitted in or near the gym.
6. Running and jumping, "horseplay," fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to the other residents, is forbidden in or around the complex or gym areas.
7. No radios, record players, or other musical instruments may be used in or around the complex or gym area without the consent of Owner/Agent.
8. Residents and their guests are required to be properly attired always, going to and from and in or around the complex and gym areas.
9. Residents and guests will place their own towels over furniture when using suntan oil or other lotions.
10. No smoking is allowed at the property

Western Apartments

11. No trainers or professional classes are allowed or are being hired in the complex or gym
12. Persons using the gym facilities do so at their own risk.
 - Owner/Agent is not responsible for accidents or injuries during the misuse of equipment.
 - Owner/Agent is not responsible for articles unattended, lost, damaged or stolen within the gym.

3.2.2.4 Addendums

The need for lease addendums may arise. RFLA will use standard lease addendum forms for any case that may arise.

3.2.3 Leasing Timeframe / Vacancy

The full leasing of the apartments is expected to take approximately six months from the completion of the building.

3.3 Rental Prices

The rental rates shall be as follows: Approximately \$1,500.00/month. Utilities will be paid by tenant.

3.4 Maintenance and Repairs

It is our goal at RFLA to respond to all maintenance and repair requests with prompt and courteous service. The building and premises shall also remain in Repair requests will be able to be made through the following methods.

1. Management office: Requests can be submitted in person at the management office during business hours or a note can be dropped off in the office mailbox.
2. Website - Requests can be submitted through our website under resident services or emails can be sent directly without going through the website.
3. Emergency phone line - There will be a 24-hour emergency line in which our staff can be alerted and respond to any emergency call 24 hours/day. Routine maintenance will be done by our on-site maintenance technician and shall include maintaining and/or replacing when necessary the following items.
 - Light bulbs.
 - Lock and door mechanisms. This includes changing batteries in the apartment electronic door systems.
 - Gym maintenance.
 - AC filter cleaning in each apartment.
 - Any common area equipment maintenance that is not maintained by specialty vendors.
 - All common area painted surfaces.
4. Specialty vendor maintenance. The following systems shall be maintained and repaired by specialized companies.
 - Elevator systems.

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- Fire sprinkler, standpipe, alarm and extinguisher systems.
- Hot water heater systems.
- Solar panel systems.
- Garage gate.

3.5 Accounting

Accounting Services: RFLA Staff will keep accurate records of all appropriate accounting

of operations. **4.0 Services/Amenities**

At RFLA, it is important for The Western Ave. Apartments to be more than just an apartment building. We intend on providing services and amenities which will create a unique living environment for every tenant.

4.1 Leasing/Management Office

RFLA will maintain a management/leasing office on the premises. Instead of having an outside leasing company who will not maintain an on-site presence, we at RFLA prefer an on-site staff to be available for day-to-day operations and to cater to our tenants.

4.1.1 Rent Payment Conveniences

To provide the most options for tenants, The Western Ave. Apartments will accept the following forms of payments.

1. Cashiers check, money order or personal check (personal check not accepted for initial move-in).
2. Automatic debit through a bank.
3. Credit Card (most major credit cards will be accepted)

4.2 Unit Features

Each of the apartments is not more than 350 interior sq. ft. but will offer the following features:

- 1- Each apartment will have a use of teh 4000 sf rooftop or will have a balcony or yard with outdoor space.
- 2- Each apartment is equipped with its own full bath.
- 3- Kitchenette: Each apartment includes a small refrigerator, range, a microwave and garbage disposal.
- 4- Technology package: Each apartment is pre-wired for cable, phone and internet. For a fee High speed internet will be available for immediate use in each apartment upon move-in through an owner installed system but there will also be the choice of alternate utility companies.
- 5- Vinyl Wood flooring for easy care and longevity.

4.3 Disability Access

Western Ave. Apartments will be disability accessible and adaptable as required per the current A.D.A. standards for this type of housing.

Western Apartments

4.4 Business Center

RFLA will provide a technology center when able, with up-to-date features. The business center will enable tenants to access a computer with internet access, a printer, copying services and potential additional services.

4.5 Internet Access

The Western Ave. Apartments will provide, for a fee, all residents access to internet upon moving in. We will combine hard-wired internet connections with a wireless system for entire building coverage. Our system will enable tenants to access the internet upon move-in without the standard waiting time typically required for utility companies.

4.6 Safety Features

Keeping with RFLA's mission, Western Ave. Apartments will be a community that residents will feel safe knowing that there is locked, gated access to the building in addition to security cameras monitoring the building areas and state-of-the-art electronic apartment keys.

4.6.1 Gated Access

The main pedestrian gate will be locked and will offer residents a keyless access code to enter. Non-residents will use the intercom system to call residents to enter the building. The garage gate will require a remote transmitter to enter.

4.6.2 Security Cameras

The Western Ave. Apartments will be equipped with high-tech security cameras on all entrances and exits and several common areas. This system will also allow tenants to access a camera at the main entrance to see visitors at the intercom.

4.6.3 Electronic Apartment Keys

The Western Ave. Apartments will use state-of-the-art electronic apartment keys. These keys will provide advantages for safety and security. It is virtually impossible to duplicate them by unauthorized personnel. In addition, it provides security for tenants and RFLA alike in the ability to check which keys were used for recent access to any apartment.

4.9 Gym

RFLA will provide tenants with a Gym when able which will feature amenities that may be used by all tenants and guests accompanied by tenants.

5.0 Marketing

RFLA will use a comprehensive marketing plan to advertise to as many people as possible. This will include:

1. Website and building signage.
2. Local and Southern California advertising.
3. National advertising.
4. Open houses.

Western Apartments

5.1 Website and Building Signage

- The Western Ave. Apartments will have a marketing name with a professionally designed website and branding specific to the building which will offer details and pictures of the apartments and surroundings. It will promote not only living at the building, but living in Gardena. The website will also be listed in search engines for maximum visibility.
- There will be appropriate and attractive building signage to attract people to the building.

5.2 Local and Southern California Advertising

- Advertisements will be placed in well-known and respected online advertising companies such as www.Apartments.com and www.craigslist.com.
- Advertisements will be placed in local newspapers and regional newspapers such when necessary.
- Advertisements will be placed in magazines which cater to apartment buildings such as the "Apartment Magazine".
- Advertisements will be in Spanish as well as English to reach as many people as possible.
- Local businesses will be contacted by mailings or flyers.

5.3 National Advertising

In anticipation of housing needs of people moving to the Gardena area from around the country, we will advertise in some online national advertising companies.

5.4 Open House

We will conduct open house during the initial six-month period and whenever needed. In addition to specific open houses we will have the Leasing/Management office open during the week for tours of the property.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.A
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Amended and Restated Franchise Agreement between the City of Gardena and Waste Resources of Gardena for Integrated Solid Waste Management Services, and Direct Staff to Commence Majority Process Proceedings for Approval of the Rates and Rate Adjustments set forth in the Agreement

COUNCIL ACTION REQUIRED:

Staff Recommendation:

- **Approve Amended and Restated Waste Hauler Franchise Agreement with Waste Resources of Gardena**
- **Authorize Staff to proceed with Majority Protest Process**

RECOMMENDATION AND STAFF SUMMARY:

The current Integrated Solid Waste Management Franchise Agreement (Agreement) with Waste Resources of Gardena (WRG) has been in effect since July 1, 2010. The Agreement provides collection, removal and disposal of municipal solid waste generated by residents and commercial customers, and services related to meeting the diversion goals required by the California Integrated Waste Management Act of 1989 and recent regulation requirements.

Over the years, the State has increased regulations regarding waste diversion and recycling services. State law, Assembly Bill 1826 requires that commercial business that generate two or more cubic yards of combined refuse, recyclables and organics per week subscribe to an organic waste collection program, and Assembly Bill 341 requires that all commercial generators that generate four or more cubic yards of refuse per week subscribe to a recyclable material collection program. Organic waste includes food waste, food-soiled paper, landscaping waste, and non-hazardous wood waste.

In September 2016, Senate Bill 1383 (SB 1383) was established to reduce methane emissions resulting from decomposition of organic waste in landfills. Methane emissions are a substantial source of greenhouse gas emissions. SB 1383 made it mandatory for nearly all businesses, multi-family, and residential homes to recycle organic waste materials by January 1, 2022. SB 1383 directed the Department of Resources Recycling & Recovery (CalRecycle) to adopt regulations and requirements to achieve state-wide goals including reducing organic waste disposed in landfills by 75% by 2025. The burden was then placed on local jurisdictions to enact and enforce ordinances to comply with SB 1383 regulations.

The City was required to adopt a mandatory organic recycling ordinance to be incorporated in the City's Municipal code. The ordinance included commercial and residential organic waste programs, edible food recovery programs, procurement mechanisms for recycle content products, etc. The City is required to provide enforcement of organic waste diversion through education programs, inspections, and imposition of penalties that would be effective January 1, 2024. CalRecycle was also given the authority to fine non-compliant jurisdictions up to \$10,000 per day per violation. The City filed a Notice of Intent to Comply with a compliance implementation plan to CalRecycle to be protected against fines during the calendar year 2022 while the requirements are being implemented including updating the Agreement with WRG.

HF&H Consultants, LLC was retained by the City to analyze and work with the City to update the Gardena Municipal Code to incorporate SB 1383 requirements. They updated Chapter 8.20 (Solid Waste and Recyclable Collection and Disposal) and added Section 2.60.180 (Recycled- Content Paper Procurement Requirements for City Departments, Direct Service Providers and Vendors) to Chapter 2.60 (Purchasing System). Ordinance 1837, Chapter 8.20 was revised and Chapter 2.60 was amended to meet all requirements.

The amended and restated Agreement with WRG will incorporate the requirements that were amended in the Gardena Municipal Code. Staff respectfully recommends the City Council approve the franchise agreement with WRG to provide services for the City of Gardena. The main updates to the agreement include:

- Modernized State-of-the-Industry Agreement Structure
- Term: 10 years with the City's option to extend for 24 months (month-to-month)
- Services and contract terms to assist the City in complying with current legislation including residential and commercial food waste collection
- Annual compost giveaway for City residents
- Annual document shredding event for City residents
- One-time lump sum payment of \$89,000 to offset the City's out-of-pocket costs of awarding the franchise
- 1.5% AB 939/SB 1383 reimbursement based on gross receipts collected by franchisee to offset the City's costs for complying with State mandates
- Hauler-funded biennial contract compliance audit
- Faithful Performance Bond and Letter of Credit totaling \$1,200,000
- 0% rate increase for residential customers and 5.95% increase for commercial customers effective July 1, 2022
- Annual rate adjustment commencing July 1, 2023, based upon the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection
- As specified in the Agreement, the commercial and residential rates provided for in the Agreement will not become effective until approved in accordance with majority protest procedures which entail mailing to affected customers a notice setting forth the proposed rates; giving at least 45-day notice of the date, time, and location of the majority protest hearing, and conducting the hearing. If at the conclusion of the hearing, written protests

against the proposed rates are presented by a majority of customers, the fees may not be approved.

If the Agreement is approved, Staff will issue the notices and schedule the "majority protest" hearing for an upcoming City Council meeting.

FINANCIAL IMPACT/COST:

- 10% of gross revenue from services provided to residential customers
- 12% of gross revenue for all other services provided by franchisee
- 1.5% AB 939/SB 1383 reimbursement based on gross receipts collected by franchisee to comply with State mandates
- 1% of gross revenue for public education for state regulations such as AB 341, AB 1826 and SB 1383
- One-time lump sum of \$89,000 to offset City's out-of-pocket costs of awarding the franchise

ATTACHMENTS:

[Final City of Gardena Amended and Restated Solid Waste Agmt 3.15.22.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager

AMENDED AND RESTATED AGREEMENT
BETWEEN
CITY OF GARDENA
AND
WASTE RESOURCES OF GARDENA
FOR
INTEGRATED SOLID WASTE
MANAGEMENT SERVICES

* * *

March 22, 2022

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6. Processing, Transfer, and Disposal Services and Facility Standards
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8. City Facilities
9. City Street and Park Containers

RECITALS

This Franchise Agreement ("Agreement") is entered into this ____ day of _____, 2022, by and between the City of Gardena ("City") and Waste Resources of Gardena ("Contractor"), for the Collection, transportation, Recycling, Processing, and Disposal of Solid Waste and other services related to meeting the goals and requirements of the California Integrated Waste Management Act.

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Integrated Solid Waste Management within their jurisdictions to meet the goals and requirements of AB 939; and,

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill Disposal and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of material that must be disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

WHEREAS, SB 1383 requires jurisdictions to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to Contractor, acting as the City's designee, through this Agreement; and,

WHEREAS, City declares its intention of maintaining reasonable rates and quality service related to the Collection, Transfer and Transportation, Recycling, Processing, and Disposal of Solid Waste and other services; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City of Gardena has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Contractor for the collection, Transfer and Transportation, Recycling, Processing, and Disposal of Solid Waste and other services related to meeting the

diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, the City Council of the City has determined that Contractor, by demonstrated experience, reputation and capacity is qualified to continue to exclusively provide for the Collection of Solid Waste (except as otherwise permitted pursuant to Section 2.9 of this Agreement) within the corporate limits of City and to Transport such Solid Waste to places of Processing and Disposal, which may be designated in accordance with this Agreement, and City and Contractor desire that Contractor be engaged to perform such services on the terms and conditions set forth in this Agreement; and,

WHEREAS, the successful implementation of Solid Waste Handling in Residential, Commercial and industrial areas in the City will entail the expenditure of large sums of capital by the Contractor, for which the Contractor is entitled to be compensated. City intends that this Agreement will contribute to safeguarding public health by providing the most cost-effective, efficient, reliable, and environmentally appropriate Solid Waste services to its citizens, and,

WHEREAS, City and Contractor ("Parties") hereto desire to enter said Agreement; and,

WHEREAS, Contractor has agreed, as part of this Agreement, acting as an independent contractor to provide such personnel, equipment and supplies as are necessary to ensure City complies with the requirements of Public Resources Code Section 49100, et seq.,

WHEREAS, Public Resources Code Section 40059 permits City to impose terms and conditions on the award of a Solid Waste franchise if, in the opinion of the governing body, the public health, safety and well-being require the imposition of those terms and conditions;

WHEREAS, Contractor has represented and warranted to City that it has the experience, responsibility, and qualifications to provide the services as described herein;

NOW, THEREFORE, in consideration of the premises above stated and the terms, conditions, covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1: DEFINITIONS

Whenever any term used in this Agreement has been defined by the provisions of Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

Except as provided in Article 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms used in this Agreement shall have the following respective meanings:

1.1 AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

1.2 AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

1.3 AB 827

"AB 827" means the Assembly Bill approved by the Governor of the State of California on October 2, 2019, which amended Sections 42649.1, 42649.2, 42649.8, and 42649.81 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.4 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended from time to time.

1.5 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Contractor owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership

interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Being an Affiliate does not exempt a business from the application of assignment requirements under Section 12.5.

1.6 Agreement

"Agreement" means this Exclusive Franchise Agreement for Integrated Solid Waste Management Services between the City and Contractor for the Collection and subsequent Transfer, Transportation, Processing, and/or Disposal, of Residential and Commercial Premises Discarded Materials and C&D, including all exhibits and attachments, and any amendments thereto.

1.7 Alternative Facility

"Alternative Facility" means any Facility other than Approved Facilities approved by City for temporary use.

1.8 Applicable Law

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Countywide Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

1.9 Approved Facilities

"Approved Facility(ies)" means any one of or any combination of the: Approved C&D Processing Facility; Approved Disposal Facility; Approved Organic Waste Processing Facility, Approved Source Separated Recyclable Materials Processing Facility; and, Approved Transfer Facility as listed in Exhibit 6.

1.10 Back-Haul

"Back-Haul" means generating and transporting Source Separated Recyclable Materials and/or Source Separated Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

1.11 Billings

"Billings" means any and all statements of charges for services rendered in accordance with this Agreement, howsoever made, described or designated by City or Contractor, or made by others for City or Contractor, to Customers in the City.

1.12 Bin

"Bin" means a rigid Container with hinged lids and wheels with a capacity of at least one (1) cubic yard and less than ten (10) cubic yards.

1.13 Blue Container

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials.

1.14 Brown Container

"Brown Container" has the same meaning as in 14 CCR Section 18982.2(a)(5.5) and shall be used for the purpose of storage and Collection of Source Separated Food Waste.

1.15 Bulky Items

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); Residential wastes (including wood waste, tree branches, and scrap wood); electronic equipment (including stereos, televisions, computers and monitors, VCRs, microwaves and other similar items commonly known as "brown goods" and "E-Waste"); and clothing. Bulky Items do not include car bodies, tires, Construction and Demolition Debris or items requiring more than two Persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight feet in length, four feet in width, or more than 150 pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

1.16 California Code of Regulations (CCR)

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

1.17 CalRecycle

“CalRecycle” means the State of California’s Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB.

1.18 Cart

“Cart” means a polyethylene wheeled Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 30- and no greater than 101-gallons.

1.19 City

"City" means City of Gardena, California, a municipal corporation, and all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the term of this Agreement.

1.20 City Manager

“City Manager” means the City Manager of City. The City Manager or his or her designee is the authorized agent of City in enforcing the terms of this Agreement.

1.21 Collect, Collected and Collection

"Collect", “Collected” or "Collection" means to take physical possession, transport, and remove Solid Waste within and from City.

1.22 Commercial

"Commercial" refers to services performed at or for Commercial Premises.

1.23 Commercial Edible Food Generators

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

1.24 Commercial Premises

"Commercial Premises" means Premises upon which business activity is conducted, and any other Premises not defined as Residential Premises per Section 1.83 of this Agreement, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, in the Gardena Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, and Motels.

1.25 Contractor Compensation

"Contractor Compensation" means the revenue received by the Contractor from Billings in return for providing services in accordance with this Agreement and any amendments to this Agreement.

1.26 Compost

"Composting" or "Compost" (or any variation thereof) includes a controlled biological decomposition of Organic Waste yielding a safe and nuisance free Compost product.

1.27 Compostable Plastics

"Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability.

1.28 Construction and Demolition Debris

"Construction and Demolition Debris" or "C&D Material," means any combination of inert building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging; roofing material, ceramic tile, carpeting, plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.29 Containers

"Containers" means any and all types of Solid Waste receptacles, including Carts, Bins, and Roll-off Boxes.

1.30 Contractor

"Contractor" means Waste Resources of Gardena, and its officers, directors, employees, agents, companies and Subcontractors.

1.31 Contract Year

"Contract Year" means any fiscal year of the City commencing on July 1 and ending June 30 during the initial and any extended term of this agreement.

1.32 CPI

"CPI" means the Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics.

1.33 Customer

"Customer" means the Person having the care and control of any Premises in the City receiving Solid Waste Handling Service from the Contractor pursuant to the terms of this Agreement.

1.34 Designated Waste

"Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment, and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.

1.35 Discarded Materials

"Discarded Materials" are a form of Solid Waste and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials include Source Separated Recyclable Materials, Source Separated Organic Waste, Food Waste, Gray/Black Container Waste or Mixed Waste, and C&D once the materials have been placed in Containers for Collection.

1.36 Disposal or Disposed

"Disposal" or "Disposed" means the ultimate disposition of Solid Waste Collected by Contractor at a landfill or otherwise in full regulatory compliance.

1.37 Disposal Site(s)

"Disposal Site(s)" means the Solid Waste handling Facility or Facilities utilized for the ultimate Disposal of Solid Waste Collected by Contractor.

1.38 Divert or Diversion

"Divert" or "Diversion" (or any variation thereof) means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, Recycling, Composting, anaerobic digestion or other method of Processing, subsequent to the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the City.

1.39 Edible Food

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

1.40 Electronic Waste or E-Waste

"Electronic Waste" or "E-Waste" means electronic equipment and includes, but is not limited to, stereos, televisions, computers and computer monitors, VCRs, cellular phones, fax machines, household copiers, computer printers, other items with electric plugs that are banned from landfilling, and other similar items commonly known as "brown goods."

1.41 Environmental Law

"Environmental Law" means any federal and state statute, county, local and City ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions or permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of Persons, including employees, to Hazardous Substances or other products, raw materials, chemicals or other

substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or Commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and Disposal.

1.42 Excluded Waste

“Excluded Waste” means Hazardous Substance, Hazardous Waste, infectious waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that Approved Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills or accepted at the Facility by permit conditions, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Unit or Multi-Unit Residential Premises Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, Universal Wastes, and/or latex paint when such materials are defined as allowable materials for Collection through this Agreement and the Generator or Customer has properly placed the materials for Collection pursuant to instructions provided by City or Contractor as set forth in this Agreement.

1.43 Facility

"Facility" means any plant or site, owned or leased and maintained, operated or used by Contractor for purposes of performing under this Agreement.

1.44 Food Recovery

“Food Recovery” means actions to collect and distribute edible food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

1.45 Food Recovery Organization

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;

- B. A nonprofit charitable organization; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

1.46 Food Recovery Service

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

1.47 Food Scraps

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

1.48 Food-Soiled Paper

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

1.49 Food Waste

“Food Waste” means source-separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of Source Separated Green Container Organic Waste (Source Separated Organic Waste). {Note to WRG: If Compostable Plastics are not part of the Food Waste stream Collected by Contractor, this definition will be amended.}

1.50 Franchise

"Franchise" means the special right granted by City to operate a public utility for Solid Waste services within the City.

1.51 Franchise Fee

“Franchise Fee” means the fee paid by Contractor to City for the right to hold the Franchise for Solid Waste services granted by this Agreement.

1.52 Generator

“Generator” means any Person whose act first causes Discarded Materials to become subject to regulation under federal, State, or local regulations.

1.53 Gray/Black Container

“Gray/Black Container” has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of Gray/Black Container Waste or Mixed Waste.

1.54 Gray/Black Container Waste

“Gray/Black Container Waste” means Solid Waste that is collected in a Gray/Black Container that is part of a three-Container Organic Waste Collection service that prohibits the placement of Organic Waste in the Gray/Black Container as specified in 14 CCR Sections 18984.1(a) and (b) or as otherwise defined in 14 CCR Section 17402(a)(6.6). For the purposes of this Agreement, Gray/Black Container Waste includes carpet and textiles.

1.55 Green Container

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of Source Separated Organic Waste.

1.56 Green Waste

"Green Waste" means tree trimmings, wood stumps, grass cuttings, dead plants, leaves, branches, flowers, plant stocks, and dead trees (not more than six (6) inches in diameter or 48 inches in length) and similar materials. Green Waste is a subset of Organic Waste.

1.57 Gross Revenues

“Gross Revenues” or “Gross Revenue” means any and all revenue or compensation in any form collected directly or indirectly by the Contractor for the waste management services provided pursuant to this Agreement within the City of Gardena, including recyclable solid wastes and green wastes, in accordance with the Generally Accepted Accounting Principles. "Gross Revenues" include, but are not limited to, monthly customer fees actually collected from solid waste and recyclable solid wastes, special pickup fees, commercial bin and drop box rental and collection fees, and fees for redelivery of commercial bins and drop boxes, without subtracting the fees paid to City in accordance with this Agreement or any cost of doing business, but excluding revenues from the sale of recyclable materials and recyclable solid waste, and franchise fees collected from the customer.

1.58 Hazardous Substance

“Hazardous Substance” shall mean any of the following: (a) any substance defined, regulated or listed (directly or by reference) as “hazardous substances”, “hazardous materials”,

“hazardous wastes”, “toxic waste”, “pollutant” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Substances Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl (“PCBs”), petroleum, natural gas and synthetic fuel products, and by-products.

1.59 Household Hazardous Waste (“HHW”)

"Household Hazardous Waste" or “HHW” means material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics; flammable, toxic, corrosive, and/or reactive.

1.60 Incompatible Materials

“Incompatible Material” or “Incompatibles” mean(s) human-made inert material, including, but not limited to, glass, metal, plastic, and also includes Organic Waste that the receiving end-user, facility, operation, property, or activity is not designed, permitted, or authorized to perform Organic Waste recovery activities as defined in 14 CCR Section 18983.1(b), or as otherwise defined by 14 CCR Section 17402(a)(7.5).

1.61 Large Event

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

1.62 Large Venue

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium,

amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7 Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

1.63 Materials Recovery Facility ("MRF")

"Materials Recovery Facility" means a permitted Solid Waste Facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, Processing or composting.

1.64 Mixed Waste Organic Collection Stream or Mixed Waste

"Mixed Waste Organic Collection Stream" or "Mixed Waste" means Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5). "Mixed Waste" means Mixed Waste Organic Collection Stream.

1.65 Mulch

"Mulch" means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of Facilities:
 - 1. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - 2. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,
 - 3. A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

1.66 Multi-Unit Residential Premises

Multi-Unit Residential Premises means any building and/or structure, or portion thereof, in City, which is used for residential housing purposes, irrespective of whether residents are transient, temporary or permanent, and having five (5) or more self-contained living units.

1.67 Non-Compostable Paper

"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

1.68 Non-Organic Recyclables

"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

1.69 Organic Waste

"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Green Waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

1.70 Owner

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Collection service is to be provided under this Agreement or the Person holding legal title to the Disposal Site.

1.71 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, towns, cities, and special purpose districts.

1.72 Premises

"Premises" means any land or building in City where Solid Waste is generated or accumulated.

1.73 Process, Processed, or Processing

“Process”, “Processed” or “Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

1.74 Prohibited Container Contaminants

“Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) Discarded Materials placed in the Gray/Black Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Waste to be placed in City’s Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

1.75 Proposition 218

"Proposition 218" means Articles XIIC and XIID of the California Constitution and any implementing legislation promulgated thereunder, as amended, supplemented, superseded, and replaced from time to time. As an initiative of the City to maximize public participation in the rate setting process, fees charged to customers pursuant to this Agreement will be approved in accordance with the majority protest procedures of Proposition 218.

1.76 Putrescible Waste

“Putrescible Waste” means wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

1.77 Quarantined Organic Waste

“Quarantined Organic Waste” means Organic Waste which has been determined to be subject to quarantine by the California Department of Food and Agriculture (CDFA).

1.78 Recycling

“Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of

Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

1.79 Recyclable Materials

“Recyclable Materials” means those Discarded Materials that: the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Contractor and that exclude Excluded Waste. No Discarded Materials shall be considered Source Separated Recyclable Materials unless such material is separated from Organic Waste, and Solid Waste. Source Separated Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, gable top beverage containers, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, Tyvex non-tearing paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers and small pieces of scrap metal); steel, tin, or bi-metal cans; mixed plastics such as plastic containers (no. one (1) to seven (7)), except expanded Polystyrene (EPS); bottles including containers made of HDPE, LDPE, or PET; and, those materials added by the Contractor from time to time.

1.80 Refuse

“Refuse” as it is used as a defined term this this Agreement, has the same meaning as Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Excluded from the definition of Refuse are Excluded Waste, C&D, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Refuse may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Refuse after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Refuse Container not Source Separated from Refuse at the site of generation.

1.81 Renewable Natural Gas (RNG)

“Renewable Natural Gas” or “RNG” means gas derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

1.82 Residential

"Residential" refers to services performed at and for Residential Premises, which include both Single-Unit and Multi-Unit Residential Premises.

1.83 Residential Premises

"Residential Premises" means Premises upon which dwelling units exist, including, without limitation, Single-Unit and Multi-Unit Residential Premises, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and second units. Notwithstanding any provision to the contrary herein, in the Gardena Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall not be deemed to be Residential Premises, and rather shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, Motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as Commercial Premises as determined by City on a case by case bases.

1.84 Roll-off Box

"Roll-off Box" means Solid Waste Collection Containers of 10-yards or larger.

1.85 SB 1383

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

1.86 Self-Hauler

"Self-Hauler" or "Self-Haul" means a Solid Waste Customer, Commercial Generator, Multi-Unit Residential Premises Generator, or special event that transports its own Source Separated Recyclable Materials to a Recycling facility or Source Separated Organic Waste to an Organic Waste Processing facility by using a vehicle owned by that transporting entity rather than using the hauling services of the Solid Waste Collector.

1.87 Sharps

"Sharps" means hypodermic needles, pen needles, intravenous needles, lancets, and other

devices that are used to penetrate the skin for the delivery of medications.

1.88 Single-Unit Residential Premises

"Single-Unit Residential Premises" means each Premises used for or designated as a Single-Unit Residential dwelling, including each unit of a condominium project, duplex, triplex, townhouse, apartment building, or mobile home park in which each premises receives individual Solid Waste Collection service using Carts and consists of four (4) dwelling units or less per legal parcel.

1.89 Solid Waste

"Solid Waste" means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including Refuse, Construction and Demolition Debris, Bulky Items, Recyclable Materials, and Organic Waste, or any combination thereof which are permitted to be disposed of in a Class III landfill, and which are included in the definition of "Non-hazardous Solid Waste" set forth in the California Code of Regulations. "Solid Waste" means all Solid Wastes generated by Residential, Commercial, and industrial sources, and all Solid Waste generated at construction and demolition sites, and at treatment works for water and wastewater, which are Collected and transported under the authorization of the City or are self-hauled by residents or contractors. Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Substance, any waste which is not permitted to be disposed of at a Class III landfill and which fall within the definition of "Nonhazardous Solid Waste" set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed "Solid Waste" consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such, whether or not they may be potentially Recyclable Material, in either of the following instances: (a) the material is mixed or commingled with other types of Solid Waste such that more than 65% of the material consists of Solid Waste rather than Recyclable Materials, or (b) the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the Generator by any Person or combination of Persons in exchange for Collection, removal, Transportation, storage, Processing, handling, consulting, Container rental or Disposal services ("fee for service" Recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or Affiliate of the provider of such service.

1.90 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, transfer, transport, Recycling, Processing, and Disposal of Solid Waste.

1.91 Source Separated

"Source Separated" means materials, including commingled Recyclable Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the

purpose of additional sorting or Processing of those materials for Recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, property Owner, property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray/Black Container Waste/Mixed Waste and other Solid Waste for the purposes of Collection and Processing.

1.92 Source Separated Blue Container Organic Waste

"Source Separated Blue Container Organic Waste" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(18.7). Source Separated Blue Container Organic Waste is a subset of Organic Waste.

1.93 Source Separated Brown Container Food Waste

"Source Separated Brown Container Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics that can be placed in a Brown Container.

1.94 Source Separated Green Container Organic Waste

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles. Source Separated Green Container Organic Waste is a subset of Organic Waste.

1.95 Source Separated Recyclable Materials

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

1.96 State

"State" means the State of California.

1.97 Tier One Commercial Edible Food Generators

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Supermarket.

- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

1.98 Tier Two Commercial Edible Food Generators

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

1.99 Transfer

“Transfer” means the act of transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

1.100 Transportation or Transport

“Transportation” or “Transport” means the act of conveying Collected materials from one location to another.

1.101 Universal Waste

“Universal Waste” means any of the following waste that are conditionally exempt from classification as hazardous wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), § 66261.9: (i) batteries as described in 22 CCR § 66273.2; (ii) thermostats as described in 22 CCR § 66273.4; (iii) lamps as described in 22 CCR § 66273.5; and (iv) cathode ray tube materials as described in 22 CCR § 66273.6.

ARTICLE 2: GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise, Indemnity of Award

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.9 hereof) and applicable State laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Contractor, City hereby grants to Contractor and Contractor hereby accepts from City, for the Term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at all Residential and Commercial Premises within the boundaries of the City (the "Franchise").

Contractor agrees to and shall timely take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. Contractor shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement. The City shall promptly notify Contractor of any such claim, action, or proceeding. The City and Contractor shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Contractor's obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel.

Contractor hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

2.2 Exclusive Nature of Franchise

During the term of this Agreement, except as otherwise provided in Section 2.9 below, or as may otherwise be provided by federal or State law, the rights granted to the Contractor under this Agreement shall be exclusive to the Contractor. The City will not let any contract to, or enter into any agreement with, any other Person for the performance of the services herein required to be performed by the Contractor.

To the extent permitted under State or federal law, the City shall protect the Contractor's exclusive rights by proper ordinances, and by reasonable enforcement of those ordinances. Should the City be required to take administrative, law enforcement, or other legal action against any Person that infringes on the Contractor's exclusive rights, the Contractor shall reimburse the City for its reasonable administrative, law enforcement, or other legal costs related to any such action. Nothing herein shall preclude Contractor from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its Franchise.

2.3 Effective Date

The effective date of this Agreement shall be the date which the City Council approves this Amended and Restated Agreement.

2.4 Term of Agreement

The term of this Agreement shall be ten (10) years, commencing at midnight July 1, 2022, and expiring at 11:59 P.M. June 30, 2032, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of Contractor to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

2.5 Option to Extend Term

City shall have the sole option to extend this Agreement up to sixty (60) months. The City may, upon 90-day advance written notice to the Contractor prior to Agreement expiration, exercise the extension option. If such extension notice is provided by City, the Agreement will automatically renew monthly, up to a maximum of sixty (60) months unless City gives Contractor a 60-day written notice of expiration.

2.6 Representations and Warranties of Contractor

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Effective Date:

- a) Contractor is wholly owned by Waste Recourse Technologies, Inc., a corporation duly organized and validly existing as a corporation under the laws of the State of California.
- b) Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations hereunder: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.

- c) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor or Waste Resources Technology, Inc. [parent/guaranteeing Contractor] which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor or Waste Resources Technology, Inc. [parent/guaranteeing Contractor] in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Contractor or Waste Resources Technology, Inc. [parent/guaranteeing Contractor]. [This provision may be waived by the City.]
- d) Contractor has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
- e) Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.
- f) The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.
- g) Contractor's representative shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Contractor unless the actions taken are not within the scope of this Agreement.

2.7 Conditions to Effectiveness of Agreement

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City.

- a) Accuracy of Representations. Representations and warranties made by Contractor throughout this Agreement are accurate, true and correct on and as of the Effective Date of this Agreement.
- b) Absence of Litigation. There is no litigation pending in any court challenging the award of this Franchise to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
- c) Furnishing of Insurance and Bonds. Contractor has furnished evidence of the insurance and bonds required by Article 9.
- d) Effectiveness of City Council Action. City's Resolution approving this Agreement shall have become effective pursuant to California law prior to the Effective Date.
- e) Contractor shall have paid the Contracting Fee to City, as provided in Section 3.5.

2.8 Delegation of Authority

The administration of this Agreement by the City shall be under the supervision and direction of the City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City Manager, or his or her designee.

2.9 Limitations to Scope

Notwithstanding any provision to the contrary contained herein, the exclusive franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor, and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

- a) Recyclable and Organic Waste. Other Persons shall maintain the right to: (1) accept Source Separated Recyclable Materials and Source Separated Organic Waste donated from the service recipient, or (2) to pay the service recipient for Source Separated Recyclable Materials and Source Separated Organic Waste provided that there is no net payment made by the service recipient to such other Person.
- b) Donated or Sold Materials. Any items which are Source Separated at any Premises by the Generator and sold or donated to other Persons, including youth, civic, or charitable organizations.
- c) Solid Waste, including Source Separated Recyclable Materials and/or Source Separated Organic Waste, which is removed from any Premises by the Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a Solid Waste Facility in a manner consistent with all Applicable Laws and regulations;

- d) Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service;
- e) Construction and Demolition Debris which is removed by a duly licensed construction or demolition contractor or as part of a total service offered by said licensed contractor or by the City, where the licensed contractor utilizes its own equipment;
- f) The Collection, Transfer, Transport, Recycling, Processing, and Disposal of animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- g) The Collection, Transfer, Transport, Recycling, Processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;
- h) The Collection, Transfer, Transport, Recycling, Processing, and Disposal of Hazardous Substances, Hazardous Waste, Household Hazardous Waste and radioactive waste regardless of its source, including tires, used oil and used oil filters;
- i) The Collection, Transfer, Transport, Recycling, Processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment;
- j) Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste; and,
- k) The Collection of Source Separated Recyclable Materials and/or Source Separated Organic Waste that are not diverted by the Contractor's Diversion programs.
- l) The Food Waste or other Organic Waste diverted from Disposal removed from a Premises and delivered to hog farms or to other Premises for use as animal feed; and,
- m) Edible food removed from a Premises and recovered for human consumption.

The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing Applicable Laws with regard to Solid Waste Handling Services, exclusive Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth herein, Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by

Contractor to arise out of further limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

2.10 City's Right to Direct Changes

2.10.1 General

City may direct Contractor to perform additional services (including new Diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Generators are included among the kinds of changes which City may direct. Contractor acknowledges that State law may increase the Diversion requirement during the term of this Agreement and Contractor agrees to propose services to meet such Diversion requirements. Contractor shall be entitled to an adjustment in its Contractor Compensation for providing such additional or modified services, if Contractor demonstrates that its cost of service would increase. Any adjustment will be subject to majority protest approval. City may utilize cost components included in the Contractor's Proposal in calculating equitable rate adjustments. If City and Contractor cannot agree on compensation for new or additional services, then City may contract with other parties for such services, which shall be considered exempt from the exclusivity provisions of Section 2.2. If Contractor cannot receive the agreed to compensation due to a majority protest Contractor will not be required to implement additional services.

2.10.2 New Diversion Programs

Contractor shall present, within sixty (60) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- a) Collection methodology to be employed (equipment, manpower, etc.).
- b) Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- c) Labor requirements (number of employees by classification).
- d) Type(s) of Containers to be utilized.
- e) Type(s) of material to be Collected
- f) Provision for program publicity/education/marketing.
- g) Three-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.

2.10.3 City's Right to Acquire Services

Contractor acknowledges and agrees that City may permit other Persons besides Contractor to provide additional Solid Waste services not otherwise contemplated under this Agreement. If pursuant to this Section 2.10.3, Contractor and City cannot agree on terms and conditions of such services within ninety (90) days from the date when City first requests a proposal from Contractor to perform such services, or compensation is not approved due to a majority protest. Contractor acknowledges and agrees that City may permit Persons other than Contractor to provide such services.

2.10.4 Flow Control Option

City has the option to provide written direction to the Contractor specifying a Facility for handling, Processing, and Disposal of Solid Waste, Source Separated Recyclable Materials and Source Separated Organic Waste, and other Discarded Materials. If City directs Contractor to a Facility other than an Approved Facility listed in this Agreement, or otherwise requested by Contractor, and in doing so it adversely affects the ability of the Contractor to meet either or both of the requirements of Section 9.3 and Section 4.2.6, then in this event the City and Contractor shall meet and confer and mutually agree on revised obligations for Sections 9.3 and 4.2.6. The foregoing notwithstanding, in the event City directs Contractor to a Facility other than an Approved Facility listed in this Agreement or otherwise requested by Contractor, then a rate adjustment may be implemented based upon any demonstrable increase or decrease in costs associated with handling, Processing, Disposal, and transportation subject to majority protest proceedings.

In the event City so notifies Contractor of its desire to cease exercising its Flow Control Option, Contractor shall have the absolute discretion to utilize any Disposal facility, transfer station, Recycling facility, Material Recovery Facility, C&D Processing Facility, Organic Waste Processing Facility, landfill, or other facility of its choosing to retain, Recycle, Process, and Dispose of Solid Waste generated within the City, provided the use of such facility by Contractor enables it to meet all other requirements of this Agreement and State law.

2.11 Ownership of Solid Waste

Once Solid Waste is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Generator to Contractor by operation of this Agreement. Subject to Contractor's objective to meet the Source Reduction and Recycling goals which apply to City and City's right to direct Contractor to process and dispose of Solid Waste at a particular licensed Solid Waste Facility or to dispose of Solid Waste at a particular licensed Disposal Site, if and only if City exercises such right by providing specific written direction to Contractor, Contractor is hereby granted the right to retain, Recycle, process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor; this does not impact Contractor's right to retain Recyclable Materials revenue under Section 4.2.5. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from

its right to retain, Recycle, process, Dispose of, or reuse the Solid Waste, Organic Waste, and Recyclable Materials which it Collects. Solid Waste, Organic Waste, and Recyclable Materials, or any part thereof, which is disposed of at a Disposal Site or sites (whether landfill, transformation Facility, transfer station, Approved Organic Waste Processing Facility or Material Recovery Facility) shall become the property of the Owner or operator of the Disposal Site(s) once deposited there by Contractor. City may obtain ownership or possession of Solid Waste placed for Collection upon written notice of its intent to do so, however, nothing in this Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Contractor.

2.12 Contractor Status

Contractor represents and warrants that it is duly organized, validly existing and in good standing under Applicable Laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.13 Contractor Authorization

Contractor represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Contractor (or the shareholders, if necessary) have taken all actions required by Applicable Law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Contractor have authority to do so. Contractor shall authorize one employee for the City as a single point of contact for issues arising under this Agreement. City may accept that this employee's actions are taken on behalf of and with the full approval of the Contractor.

2.14 Annexations

This Agreement extends to any territory annexed to the City during the term of this Agreement except to the extent that Collection by Contractor within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Contractor to fulfill any requirement necessary for Contractor to serve the annexed area consistent with this paragraph.

2.15 Mandatory Service

At all times during the term of this Agreement, the City shall require the Owner of each occupied Premises where Solid Waste is produced to subscribe to the Collection service provided for in this Agreement.

2.16 Permits and Licenses

Contractor shall acquire and maintain all necessary permits and licenses for the Collecting, transporting, Processing, and storing of Solid Waste, Source Separated Recyclable Materials and Source Separated Organic Waste, disposing of Solid Waste, and the Recycling of Source Separated Recyclable Materials as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Article 11. Contractor must follow requirements of Chapter 5.04 of the Gardena Municipal Code, including, but not limited to, obtaining a City of Gardena business license.

ARTICLE 3:

FRANCHISE FEE, ADMINISTRATIVE FEE & RECYCLING SURCHARGE

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Handling Services as specified herein, Contractor shall provide the following:

3.1 Franchise Fee

In consideration of the exclusive Franchise granted pursuant to this Agreement, the Contractor shall pay to the City Franchise Fees.

3.1.1 Section Reserved

3.1.2 Quarterly Franchise Fee

In consideration of the exclusive Franchise provided in Section 2.1 of this Agreement, Contractor shall pay to City ten-percent (10%) of Gross Revenues from services provided to Residential Premises Customers, and twelve-percent (12%) of Gross Revenues for all other services provided by Contractor of the Gross Revenues derived by Contractor from services provided in City. Concurrent with each Franchise Fee payment, Contractor shall provide an accounting worksheet showing the amount, if any, of delinquent Customer accounts.

3.1.3 Time and Method of Quarterly Franchise Fee Payment

On or before the fifteenth (15th) day following the end of each calendar quarter, during the Term of this Agreement, Contractor shall remit to City a sum of money equal to the percent, as provided in Section 3.1.2, of the Gross Revenues collected by Contractor for Franchise services provided within City, during the preceding calendar quarter, as a Franchise Fee. If the Franchise Fee is not paid on or before the fifteenth (15th) day following the end of the calendar quarter, Contractor shall pay to City a penalty in an amount equal to two percent (2%) of the amount owing for that quarter. Contractor shall pay an additional two percent (2%), on any unpaid balance for each following thirty (30) day period the Franchise Fee remains unpaid. Late payment penalties shall not be included in any revenue requirement.

Each quarterly remittance to City shall be accompanied by a statement detailing Gross Receipts for the period covered from all operations conducted or permitted, pursuant to this Agreement. In addition, Contractor shall maintain copies of all Billing and Collection records for five (5) years, following the date of Billing, for inspection and verification by City at any reasonable time upon request.

3.2 AB 939/SB 1383 Regulatory Reimbursement

3.2.1 Amount

The City has incurred expenses for preparing and adopting the Source Reduction and Recycling and Household Hazardous Waste Elements (SRRE and HHWE, respectively) required by AB

939. City has, and will continue, to incur expenses for implementing the programs in the SRRE and HHWE. Therefore, Contractor shall remit to the City one and a half-percent (1.5%) of Gross Revenues, or another amount as approved by ordinance or resolution of the City Council, per calendar quarter as an AB 939/SB 1383 Regulatory Reimbursement for Solid Waste Handling Services performed in the City. Contractor will collect these fees from Customers on the regular Billings and remit collected amounts to City on a quarterly basis, as provided below. Contractor may be required to separately identify the Fee and other specific costs on bills as determined and directed by City.

3.2.2 Time and Method of Payment

Except as expressly provided below, during the term of this Agreement and any extension thereof, Contractor shall remit the AB 939/SB 1383 Regulatory Reimbursement per calendar quarter to City in the same fashion and subject to the same terms and conditions as the Franchise Fee. Contractor shall continue to pay the same percentage amount each quarter until the AB 939/SB 1383 Regulatory Reimbursement is changed by City resolution.

3.3 Section Reserved

3.4 Other Fees

In addition to the other consideration described in this Agreement, Contractor shall pay to City on December 30th for each year of the term of this Agreement, or any extension thereof, the amount of one-hundred and five thousand dollars (\$105,000) for support of community events. WRG will be recognized at community events that it supports monetarily.

3.5 Contracting Fee

In addition to the other consideration described in this Agreement, Contractor shall within thirty (30) days of the execution of this Agreement, pay City its reasonable costs for developing and negotiating this Agreement in an amount not-to-exceed eighty-nine thousand dollars (\$89,000).

3.6 Payments in Lieu of Other Taxes

All sums payable by Contractor to City under this Agreement shall be in lawful money of the United States and shall be in lieu of any license tax which might otherwise be imposed by City for the privilege of Contractor conducting its business under this Agreement in City, other than any business license tax imposed by City pursuant to the Municipal Code.

ARTICLE 4: DIRECT SERVICES

4.1 Refuse

4.1.1 General

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents within City are provided reliable, courteous and high-quality Solid Waste Collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

All Collection systems shall comply with CalRecycle requirements under SB 1383 as described in Exhibit 7.

4.1.2 Residential Cart Refuse Collection

Contractor shall provide all Customers at Residential Premises without Bin Service with one Cart ("Refuse Cart(s)"). Customers may select a 64, or 96-gallon Cart. The 64-gallon Cart shall be the default in the event that a size is not selected. Collection frequency shall be not less than once per week from Contractor-provided Carts placed at a suitable location, which is typically on the curb, but may be in the street against the curb or in the alley. If there is a dispute between a Customer and Contractor as to whether Cart or Bin service shall be provided, or the proper location for Cart placement, City will make the final determination.

Cart Customers that regularly require more than one Refuse Cart may request additional Carts for an additional charge per Cart per month in accordance with the approved rate schedule.

Multi-Unit Residential Premise Customers receiving Refuse Cart services are entitled to the same services as Residential Premises Cart Customers and will pay the same rates, per unit.

4.1.3 Service for Disabled Customers

Contractor shall collect Solid Waste from the rear yard or other location convenient to the resident for physically challenged residents with State of California handicapped placards, or documentation from a state or federal agency confirming the Customer's disability, at no additional charge to the resident or City. Such a physically challenged resident shall provide Contractor with verification as described above and shall also provide permission to Contractor

to enter his or her property to collect Solid Waste and verification that no other able-bodied person live in the household. New Customers shall be notified of this option upon requesting service. Non-qualified Residential Premises Cart Customers may request this service and shall pay the Non-qualified private property rates included in the approved rate schedule.

4.1.4 Bin Refuse Collection

Contractor shall provide Bin Service to Single-Unit Residential Premises Customers that request this service, Multi-Unit Residential Premises Customers not receiving Cart service, and Commercial Customers. Contractor shall Collect and remove all Refuse that is placed in Bins from the property of Customers receiving Bin Service, at least once per week and more frequently if required to handle the waste generated at the Premises where the Bins are located. Special consideration shall be given when determining the pickup areas to ensure that the flow of traffic is not impeded. Repeated, reasonable public complaints about unreasonable interference with traffic flows may constitute a default or violation of this Agreement. Customers may lease from Contractor or third party's compaction equipment that may be attached to Bins. The provision of compaction equipment is outside the scope of the Agreement. Collection of Bins using these devices remains within the scope of this Agreement unless otherwise excluded per Section 2.9.

4.1.5 Commercial Premises Cart Service

As an alternative to the requirements of Section 4.1.4, Contractor shall offer Collection in Refuse Carts to Customers at Commercial Premises that do not have space for, or do not generate enough waste to require the use of Bins for Collection at rates shown in the approved rate schedule. If Contractor and Customer have a disagreement as to whether a Refuse Cart is appropriate, or if City determines the Collection in a Refuse Cart causes health and safety or other concerns, City shall make the final determination as to whether Collection in a Refuse Cart may occur.

4.1.6 Overflowing Containers

Customers that regularly produce more Refuse than their current level of service can accommodate may have their service level increased in accordance with the following procedure:

First Incident in a Six-Month Period – If more material is placed for Collection than fits in a Container, Contractor shall photograph the overflowing Container and send to the Customer (at both the service and billing addresses) the picture and a letter instructing that the next instance of an overflowing Container may result in a charge.

Second Incident in a Six-Month Period – Upon the second event of an overfilled Container in a six-month period, Contractor shall photograph the overflowing Container and send to the Customer the picture and a letter instructing that a third incident in that same six-month period may result in an increase in the level of service. If the Container overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Container, Contractor may

charge the Container Overage Cleanup fee in the approved rate schedule.

Third Incident in a Six-Month Period – Upon the third event of an overfilled Container in a six-month period, Contractor shall photograph the overflowing Container and send to the Customer the picture and a letter notifying Customer of an increase in its service level. If the Container overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Container, Contractor may charge the Container Overage Cleanup fee in the approved rate schedule.

In the event that this Section gives rise to a dispute between Contractor and a Customer, City shall settle the dispute in accordance with Section 5.2.3.

4.1.7 Roll-off Box Service

Contractor shall provide exclusive (as limited by Section 2.9) permanent and temporary Roll-off Box Collection service upon request. Contractor must deliver a temporary Roll-off Box to a Customer within one business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

Contractor will provide standard 10 to 40-cubic-yard standard Roll-off Boxes. The provision of compactor Roll-off Boxes, which are enclosed Containers attached to a compaction device, is not included in this Agreement. Providing service to such compactor Roll-off Boxes is included.

4.1.8 Temporary Bin Service

Contractor shall provide exclusive (as limited by Section 2.9) temporary Bin Service to Customers upon request. Contractor must deliver a temporary Bin to a Customer by the following business day (excluding Saturday, Sunday or holidays listed in Section 4.5.1), if requested by 12:00 noon; otherwise, delivery shall be no later than the second day. Rates for temporary Bin Service are listed separately in the approved rate schedule.

4.1.9 Scout Service

Upon Customer request, Contractor shall provide scout service, whereby Contractor will access Containers using a small vehicle either to move Containers to street or other public right-of-way for Collection or Collecting Solid Waste directly from Container storage location. The Contractor may charge the scout rate included in the approved rate schedule to move or retrieve a Container when operationally required in order to safely position the Container for Collection. In the event of a dispute between Contractor and Customer as to whether scout service will be used, the City will make the final determination. If a scout fee is charged, then a Bin pushout fee shall not be charged.

4.1.10 Bin Pushout Service

Upon Customer request, Contractor shall provide Bin pushout service, whereby Contractor will move Containers manually to facilitate Collection. The Contractor may charge the pushout rates

included in the approved rate schedule to move or retrieve a Container over twenty-five (25) feet to facilitate Collection. For Containers in Bin enclosures, the measurement of distance shall be from location of the Bin once removed from the enclosure to the point of Collection. In the event of a dispute between Contractor and Customer as to whether pushout service will be used, the City will make the final determination. If a Bin pushout fee is charged, then a scout service fee shall not be charged.

If Contractor must place a Bin in the public right-of-way to facilitate Collection, Contractor shall not permit the Bin to remain in the public right-of-way over one hour. If the Bin is stored under a chute for Solid Waste Collection, the Bin must be serviced and returned immediately.

4.1.11 Locking Bins

Contractor shall provide locking Bin Service (providing the hasp and lock and servicing the lock) to Customers that request such service in accordance with the approved rate schedule.

4.1.12 Return Trip Fee

Contractor may charge a fee, per the approved rate schedule, in the event that Contractor arrives on time for a scheduled Collection of Carts, Bins or Roll-off Boxes, and is impeded from Collection due to Container being blocked or otherwise unable to be Collected due to issues within the Customer's control, and Contractor must return a second time for Collection. Charge may be assessed for the trip, not per Container, in the event of a Customer with multiple Containers. If Contractor attempts to contact Customer to confirm that the Container is accessible, but Customer is non-responsive, Contractor need not return that day and, therefore, may not charge the return trip fee.

4.1.13 On-Call Bulky Item Pickup

Contractor will provide four (4) bulky item pickups of up to three (3) cubic yards of items per unit annually to Residential Premises Customers. Customer must request pickup prior to 2:30 p.m. on the day prior to collection. Collections in excess of four (4) per year and/or three (3) cubic yards per unit will be charged per the approved rate schedule.

Contractor will provide four (4) bulky item pickups of up to three (3) cubic yards of items per unit annually to Multi-Unit Residential Premises Customers. Customer must request pickup prior to 2:30 p.m. on the day prior to Collection. Collections in excess of four (4) per year and/or three (3) cubic yards per unit will be charged. Contractor shall Collect all Bulky Items as defined in Section 1.15 including items referred to as Electronic Waste or "E-Waste" as defined in Section 1.40. The following provisions shall apply to this program:

- a) No single item that cannot be handled by two workers will be accepted.
- b) The following items will not be picked up: Hazardous Substances, including waste oil or anti-freeze. For the purposes of this section, and televisions, monitors and other items referred to as "E-Waste" are not considered hazardous and will be Collected by and

disposed of in accordance with this section as well as Sections 4.1.14 and 4.1.15 by Contractor.

Residential and Multi-Family Premises Customers that exceed the number of free pickups and Commercial Customers may receive Bulky Item Collection under the same terms for a fee, in accordance with the approved rate schedule.

Contractor will notify all Residential Premises Customers annually, beginning within thirty (30) days of effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon request of Collection services.

Contractor will develop a warning notice to inform Customers who set out Bulky Items without contacting Contractor one calendar day prior to setting out items, and that exceed the number of items per pickup, or the number of pickups per year, that they may incur a charge in accordance with the approved rate schedule.

4.1.14 Bulky Item Diversion

Bulky Items Collected by Contractor in accordance with Section 4.1.13, or otherwise Collected under this Agreement, may not be landfilled or disposed of until the following hierarchy of Diversion efforts has been followed by Contractor:

- a) Reuse as is
- b) Disassemble for reuse or Recycling
- c) Transport Bulky Items and reusable items to the appropriate Approved Facility for Reuse, Processing
- d) Transport Green Waste to the Approved Organic Waste Processing Facility for Processing
- e) Transport paper products to the Approved Source Separated Recyclable Materials Processing Facility for Processing
- f) Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, unless they have been designated for Disposal.

Contractor shall ensure that Bulky Items containing Freon, such as refrigerators, freezers and dehumidifiers, are safely dismantled, and hazardous/toxic materials are Disposed of in accordance with all current and future regulations.

4.1.15 Diversion of Electronic and Other Special Wastes

Contractor shall Divert waste requiring special handling, such as Electronic Waste, or “E-Waste,” and Universal Waste, or “U-Waste,” Collected in accordance with Sections 4.1.13, 4.1.14 and 4.1.15, or by other means under this Agreement, by taking these goods to a properly permitted facility, and not by landfilling.

4.1.16 Sharps Collection Program

Contractor shall provide Customers, at no additional charge, within one week of request, a pre-paid, postage-paid mail-back container to safely Collect Sharps and send Sharps for proper Disposal. Residents are limited to one (1) container at no additional charge per quarter, additional containers will be available for an additional charge. Each container shall be of adequate volume to accommodate the needs of a diabetic Person for a three-month period.

4.1.17 Medication Takeback Program

Contractor will assist the City in increasing awareness of medication takeback programs provided by local pharmacies, or programs offered by other government entities. Promotional activities will include: posting on Contractor’s website, inclusion in the annual brochures/mailings mailed to each Residential Premises Customer, Billing inserts, social media targeted outreach, and press releases to local news outlets.

4.2 Recycling

4.2.1 General

The Parties agree that the list of accepted types of Source Separated Recyclable Materials included in Section 1.79 may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City provided that in all cases Source Separated Recyclable Materials (including Paper Products and Printing and Writing Papers as defined by SB 1383, 14 CCR Section 18982(a)) is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Contractor will update public education materials accordingly as new items are added to those recovered by the Facility. Prohibited Container Contaminants shall not be Collected in the Blue Containers, or Containers with Blue lids.

Contractor shall Transport the Source Separated Recyclable Materials to (i) the Approved Source Separated Recyclable Materials Processing Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to the Approved Source Separated Recyclable Materials Processing Facility, as specified in Exhibit 6.

4.2.2 Source Separated Recyclable Materials Collection for Cart Refuse Customers

Contractor shall provide all Customers receiving Cart Refuse Collection with a Blue 64-or 96-gallon Cart for Collection of Source Separated Recyclable Materials and shall Collect all Source

Separated Recyclable Materials placed therein for Collection not less than once per week at no additional charge.

Contractor shall Collect Recyclable Material placed in Recycling Carts for Collection from each Customer on the same day as Customers' Refuse Cart is Collected.

Contractor will update public education materials accordingly as new items are added to those recovered by the Facility. Customers that regularly fill their Recycling Cart may request additional Carts at no additional charge.

4.2.3 Commercial Recycling

Contractor agrees to provide, at no additional charge, unlimited Source Separated Blue Container Recyclable Materials Collection service to Multi-Unit Residential Premises and Commercial Customers requesting it from the Contractor. Contractor may purchase Source Separated Blue Container Recyclable Materials from its Customers as well. The Contractor agrees to provide Recycling Bins, Cans or Carts to such Customers in sufficient quantities to meet the Recycling needs of each Customer.

Contractor also agrees to make programs available for all other Source Separated Blue Container Recyclable Materials for which it has established markets. The Contractor shall notify all Customers via a mailed notice prior to the start of services under this Agreement, and in each annual notice or, if requested by City, second notice to Customers, of the availability of Source Separated Blue Container Recyclable Materials Recycling Collection programs.

4.2.4 Mandatory Commercial and Multi-Unit Residential Premises Source Separated Recyclable Materials Program

All Commercial and Multi-Unit Residential Premises' accounts that meet the criteria set for in AB 341 and SB 1383 shall have a documented Recycling program in place, either through Contractor's program, or third-party Recycling efforts.

Contractor will promote Commercial and Multi-Unit Residential Premises Recycling programs and assist the City in providing reports on Customers' Recycling efforts. Reports will be updated on a monthly basis and submitted with Contractor monthly reports to the City. Contractor will report all Customers that have service levels within the thresholds of AB 341 on reporting forms provided by the City. The report will document whether the Customer receives Recycling service from the Contractor (Self-recycles or receives Recycling from a third party).

The City will assist Contractor is promoting and notifying customers of their need to comply with the regulations.

4.2.5 Marketing and Sale of Recyclable Materials

Contractor shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Contractor may retain revenue from the sale of Recyclable Materials and shall report the amount of such revenues to City upon request.

4.2.6 Minimum Recycling Requirements

Contractor shall divert from landfilling, a minimum of 27% of all Solid Waste it Collects under this Agreement annually for the 12 months ending December 31 of each calendar year during the term of this Agreement.

Contractor shall also Recycle or divert from landfill sufficient waste to ensure that the City meets the then current AB 939 requirements for diversion City-wide (currently 50%) Contractor shall only be considered to have met this requirement under this Agreement if the City's annual report to the CalRecycle shows a greater than 50% diversion rate and if the CalRecycle approves the City's reports as having a greater than 50% diversion rate in connection with efforts to meet City's AB 939 diversion goals.

Contractor must meet both diversion obligations; meeting one requirement does not relieve Contractor of the other. Liquidated damages shall be assessed under Section 11.4 for failure to meet these goals.

Contractor shall Divert from landfilling the State-mandated Construction and Demolition Diversion percentage required by CALGreen, currently 65%, of all Construction and Demolition Debris loads Contractor Collects under this Agreement. This percentage may change in the future if CALGreen's requirements change.

Upon the request of either party, not more often than once every two (2) years, the Parties agree to meet and confer regarding adjustments to the minimum Diversion rate, based on factors including waste characterization data provided by Contractor, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, the availability of permitted Facilities that are capable of Processing material to achieve the required levels of Diversion, emerging methods of Processing and Recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Contractor and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective.

If these Diversion requirements are not met, City may instruct Contractor to initiate new programs at Contractor's expense in order for this goal to be met on a consistent basis.

Contractor as Authorized Recycling Agent. City hereby designates Contractor as an authorized Recycling agent (though not the sole agent) for the purposes of conducting Recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Contractor at all times shall be and remain independent from the City.

4.3 Organics Waste Program – General

All Generators of Food Waste shall be provided a Source Separated Organic Waste Collection program that complies with the requirements of Section 4.5.14 Transfer, Processing and Disposal and Exhibits 6 and 7. Organic Wastes that are to be accepted for Collection in the Source Separated Organic Waste Collection program as described in Section 1.69. The Parties agree that types of Organic Waste may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Contractor may Collect Compostable Plastics in the Green Containers for Processing at the Approved Organic Waste Processing Facility. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the Source Separated Organic Waste program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Contractor shall provide written notification to the City annually that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. Contractor shall notify the City within five (5) business days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 2.10.

4.3.1 Organic Waste Cart Collection

Contractor shall provide weekly Collection of Source Separated Organic Waste on the same day as Refuse Collection from the City's Residential Customers receiving Cart Refuse Collection, and one-unit homes with Bin service, from the same set-out location as Refuse Containers. Contractor shall Collect Source Separated Organic Waste placed in 64-gallon Contractor-provided Containers and bundled Green Waste. Customers may request 96-gallon Carts at no additional charge. Contractor is responsible for moving all Containers as necessary for Collection, and then returning them to their original location. Contractor shall have an Organic Waste Recycling program whereby it, at a minimum, Collects the types of Organic Waste required by CalRecycle for Residential Cart Customers. Contractor shall ensure that all public education and outreach is updated to reflect materials that may be placed in Organics Materials Containers as they change during the term of this Agreement.

Contractor shall only be obligated to Collect Green Waste set out for Collection in bundles if it is a maximum of four (4) feet long and eighteen (18) inches in diameter.

Customers may request additional Source Separated Organic Waste Carts at no additional charge.

4.3.2 Holiday Tree Collection Program

Contractor shall Collect all holiday trees discarded by Residential Premises customers on the regularly scheduled weekly Collection days from the first Collection day after Christmas Day through January 22, at no additional charge. After this period, trees will be Collected as Bulky Items under Section 4.1.13. Trees up to seven (7) feet in length will be Collected and Diverted without Customers needing to cut them. Contractor may request that Customers with larger trees cut the trees to pieces no longer than seven (7) feet and that ornaments and stands be removed prior to placement at Collection point (curb, beside Bin or as otherwise determined by Customer and Contractor). In addition to curbside collection, Contractor shall place Roll-off boxes at three local parks for drop off of holiday trees through January 22. Contractor will Divert all holiday trees from landfilling. Contractor shall Process all holiday trees that are properly set out for Collection as Source Separated Organic Waste in accordance with Exhibit 6.

4.3.3 Commercial and Multi-Unit Residential Premises Organics Collection

Contractor shall provide Source Separated Organic Waste Collection, including Food Waste, from all Commercial and Multi-Unit Residential Premises Customers that generate Food Waste. At a minimum the program will include Organics Cart Collection service and Organics Bin Collection service at the rates included in approved rate schedule.

4.3.4 Collection

Contractor shall Collect, process and Divert Organic Waste from Commercial and Multi-Unit Residential Premises Customers. Contractor shall provide a program sufficient to enable City and Customers to meet or exceed the requirements of AB 1826 and SB 1383.

Contractor shall tailor the appropriate program to accommodate the waste generation and space constraints of each Customer. Contractor shall offer the following options, all-inclusive in this program:

- a) Organic Waste Cart: Customers that have the space for an additional Cart will have the option to receive a Commercial Organic Waste Cart.
- b) Organic Waste Bins: Customers that have the space and need for a larger Container have the option to receive an Organic Waste Bin for Collection.

Carts and Bins shall comply to the color and labeling requirements of SB 1383.

4.3.5 Mandatory Commercial and Multi-Unit Residential Premises Organic Waste Program

Contractor will promote Commercial and Multi-Unit Residential Premises Source Separated Organic Waste programs and assist the City in providing reports on Customers' Organic Waste Diversion efforts. Reports will be updated on a monthly basis and submitted with Contractor monthly reports to the City. Contractor will report all Organic Waste generating Commercial and Multi-Unit Residential Premises Customers on reporting forms provided by the City. The

report will document whether the Customer receives Source Separated Organic Waste service from the Contractor (Self-recycles or receives Organic Waste Diversion from a third party).

Contractor will incorporate education regarding Organic Waste Recycling and the State requirements into materials produced under Section 5.3 and will develop its own Organics-specific instructional materials for use in educating participating Customers. All participants receive as-needed or as-requested, on-site training from Contractor for management, kitchen staff, service employees, janitors, etc. Contractor will create and distribute a letter to all Customers. Additional materials may include instructional posters, brochures, or other formats as mutually agreed to between City and Contractor. As with all outreach material, all items must be submitted for review and approval by City prior to distribution.

4.3.6 Roll-off Box Source Separated Organic Waste Collection Service

Contractor shall make permanent Roll-off Box Source Separated Organic Waste Collection available to all Customers that are required to have such service at the rates included in the approved rate schedule.

4.3.7 Food Recovery Assistance

- a) Within thirty (30) days of execution of this Agreement, and at least annually thereafter, Contractor shall assist the City and/or its consultants in conducting inspections of Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10. Commencing January 1, 2024 and at least annually thereafter, Contractor shall expand its assistance to include Tier Two Commercial Edible Food Generators.
- b) At least annually, the Contractor shall provide Commercial Edible Food Generators with the following:
 - i. Information about the Contractor's and/or City's Edible Food Recovery program;
 - ii. Information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10;
 - iii. Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
 - iv. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.
- c) The Contractor may provide the education information required by this section (subsection b above) by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Businesses.

- d) Contractor shall cooperate with the implementation, expansion, or operation of Food Recovery efforts in the City, Food Recovery Organizations, and/or Food Recovery Services.

4.4 City Facilities Collection

Contractor shall provide Refuse, Source Separated Recycling, and Source Separated Organic Waste Collection and Disposal/Processing service in Carts, Bins, or Roll-Off Boxes for materials generated at Premises owned and/or operated by City now and in the future at no additional charge to City or ratepayers. City facilities as of the Effective Date of this Agreement are included in Exhibit 8. Contractor shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays. Collections shall be scheduled at a time mutually agreed upon by Contractor and City.

Contractor shall provide, at City's direction, Collection, Transport, Disposal, Processing and consulting services entailing:

- a) Collection of Refuse from all City facilities and parks at least once per week or more frequently if required or requested by City staff;
- b) Collection of Source Separated Organic Waste and Source Separated Recyclable Materials from City facilities and parks;
- c) Collection and proper Disposal of Electronic Waste such as defined in Section 1.40, that are generated by, and placed for Collection at, City facilities, or Collected as abandoned items under Section 4.4.7.

4.4.1 City Sponsored Events

Contractor shall provide Refuse, Source Separated Recycling, and Source Separated Organic Waste Collection and Disposal/Processing service for City-sponsored events at no additional charge to City or ratepayers. This shall include providing Refuse Containers (Carts, Bins, Roll-off Boxes, and cardboard waste boxes with liners) to Collect and dispose of all Refuse. Contractor shall provide Recycling Containers for the Collection of Recyclable and Organics Materials. City-sponsored events include, but are not limited to:

- a) Jazz Festival
- b) Food, Wine and Cigar Festival
- c) Heritage Festival
- d) Gardena Beautiful Day
- e) Winter Wonderland

4.4.2 Section Reserved

4.4.3 Neighborhood Cleanups

Not more than ten (10) times a year, Contractor shall be required to provide a neighborhood-wide cleanup within thirty (30) days of receipt of written notice from the City Manager or his or her designee. During each event, Residential Customers within the designated neighborhood(s) may place Bulky Items curbside for Collection by Contractor at no additional charge to City or ratepayers, consistent with the terms and provisions of this Agreement.

4.4.4 Paper Shredding Event

Contractor shall provide an on-site mobile shredding service for use by City residents (a "Shredding Event") one (1) time per calendar year in coordination with one of the Cleanups described in Section 4.4.3 at no additional charge to City or ratepayers. The Shredding Event shall be provided at a date, time, and location designated and approved by the City, in his or her reasonable discretion, and should be for a minimum of three (3) hours in duration. In the event inclement weather prevents a Shredding Event from occurring, Contractor shall reschedule the Shredding Event to a date, time and location designated and approved by the City. The Shredding Event shall be conducted at Contractor's sole cost and expense, utilizing equipment, personnel, and methods appropriate for such event, as approved by the City. Prior to each Shredding Event, Contractor shall coordinate with City staff and/or public safety personnel to make arrangements for safe, convenient, and effective access to and participation by City residents in the Shredding Event and shall procure all necessary insurance coverage. Each Shredding Event shall be designed to accommodate up to a maximum of five (5) "Bankers" boxes of paper or other media suitable for shredding from each Residential and Multi-Unit Residential Premises Customer within the City that is participating in the Shredding Event. Residents participating in the Shredding Event must be able to visually observe the materials they delivered to the Shredding Event. Contractor shall publicize each Shredding Event through methods, and using materials, approved by the City, at no cost to the City.

4.4.5 Compost Giveaway

Contractor shall provide one compost giveaway event per calendar year. Gardena residents will be allowed to fill up their containers on a first-come, first-serve basis. Contractor shall provide forty (40) cubic yards of compost material delivered to a location designated by the City. Any compost material remaining after event shall be removed by Contractor. The compost giveaway events will be coordinated with the City and can be held in conjunction with other City events.

4.4.6 Litter Container Collection

Contractor shall Collect all Solid Waste deposited in City-owned street litter Containers and Solid Waste Container enclosures at City parks included in Exhibit 9 as necessary to prevent overflow at all existing locations at no additional cost to the City or ratepayers. Contractor shall Divert from landfilling all dry Source Separated Recyclable Materials and Source Separated Organic Waste Collected from City-owned street litter Containers (including "Big Belly"

Containers at City bus stops) and from Solid Waste Container enclosures at City parks. Any liners needed to service Containers shall be provided by Contractor. The number of street litter Containers, Big Belly bus stop Containers, and Solid Waste Container enclosures at City parks to be Collected at no additional charge may be increased by up to five percent during the term at no additional charge.

4.4.7 Abandoned Item Collection

Contractor will Collect all abandoned items upon notification by the City for no additional charge to City or ratepayers. If Contractor is notified before 1:00 p.m., items will be removed the same day. If Contractor is notified after 1:00 p.m., items will be removed by 12:00 noon the following day. Contractor's drivers shall report Bulky Items which are left next to Bins or in enclosures to the Route Supervisor to be Collected within the timeframe outlined above. Contractor shall follow the Bulky Item Diversion requirements included in Section 4.1.14 for Bulky Items Collected by the City. This material must be handled in accordance with Exhibit 6.

4.4.8 Large Venue and Event Assistance, Event Recycling

Contractor shall assist City planners of Large Venue events with reporting and planning needs to provide Recycling and Organics Materials Diversion as may be useful in meeting the requirements of AB 2176 and SB 1383, and in lowering Disposal quantities generated at such events at no additional charge to City or ratepayers.

4.4.9 Tree Trimming Program

Contractor will Collect and Process all tree trimming debris collected by the City as requested by the City at no additional charge to City or ratepayers in compliance with Exhibit 6.

4.4.10 Provision of Recovered Organic Waste Products

Contractor shall procure and provide to City quantities of Compost, Mulch, and/or Renewable Natural Gas from California-derived Organic Waste to assist the City in meeting the per capita annual Organic Waste product requirement contained in SB 1383 (14 CCR Section 18993.1). Contractor may meet this obligation by one or a combination of the following activities:

- a) Bulk Compost and/or Mulch - Contractor shall make available to City bulk Compost and Mulch that meet requirements defined in SB 1383, and shall Transport such material to City upon request, for City use in City parks and facilities at no cost to the City.
- b) Compost Giveaway as described in Section 4.4.5.
- c) Use of Renewable Natural Gas in Collection vehicles.

Contractor shall implement best-efforts to ensure sufficient capacity of recovered Organics Waste products to meet the mandatory procurement requirements for jurisdictions contained in SB 1383 (14 CCR Section 18993.1) and to comply with specifications of these materials as defined in SB 1383, as may be amended, during the term of this Agreement including Agreement

extensions granted by the City.

4.4.11 Contractor Warranty of Recovered Organic Waste Products

Contractor warrants that all Organic Waste products provided by the Contractor and/or its Subcontractors and used within the City are free from pathogens and inorganic waste material that may be harmful to the health and welfare of the City and meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3). The Contractor shall indemnify and hold harmless the City against any claims arising from contaminated recovered Organic Waste products provided by the Contractor and/or its Subcontractors as set forth in Section 9.1.

4.5 Operations

4.5.1 Schedules

To preserve peace and quiet, Solid Waste shall only be Collected from Residential Premises between 7:00 a.m. and 7:00 p.m. Monday through Friday. Solid Waste Collected from Commercial Premises may not begin earlier than 6:00 a.m. for Premises located more than five hundred (500) feet from any Residential Premises, or 7:00 a.m. for Premises located five hundred (500) or fewer feet from any Residential Premises, or continue after 7:00 p.m., except as is specifically approved in writing by the City Manager or his or her designee. Contractor may not make exceptions to these Collection days and times without advanced written approval from the City. If the regularly scheduled Collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, Collection days for the remainder of that week shall all be postponed one Collection day and Residential Collection is permitted on Saturday during the make-up week.

Contractor shall be prepared to review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with City once annually upon 30-day written notice requesting said review. More frequent reviews may be required if operations are not satisfactory based on documented observations or reports or complaints. If the plan is determined to be inadequate by City, Contractor shall revise plan incorporating any changes into a revised plan and review said revised plan with City within thirty (30) calendar days.

4.5.2 Missed Pickups

When notified of a missed pickup prior to 1:00 p.m., Contractor shall Collect the Refuse, Recyclable Materials, and/or Organic Waste that was not Collected the same day by 7:00 p.m. If notified after 1:00 p.m., Collection must take place no later than noon of the next Collection day (excludes only Sundays and holidays listed in Section 4.5.1 and, for Residential Cart Customers, Saturday).

4.5.3 Vehicles

A. General. Contractor shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement. Any additional vehicles/routes that may be required to meet the service standards during the term of this Agreement, shall be done so at Contractor's sole expense. Contractor shall have available on Collection days sufficient back-up vehicles for each type of Collection vehicle used to respond to complaints and emergencies.

B. Specifications. Contractor shall operate no vehicles within the City over 10-years in age during the term of this Agreement. By the end of the first year of service, all route Collection vehicles used by Contractor in providing Refuse, Source Separated Recycling, and Source Separated Organic Waste Collection services, excluding spares, Roll-off Box Collection vehicles, scout vehicles, supervisor vehicles, Container delivery and other specialty vehicles used on a sporadic basis, shall use exclusively renewable natural gas (RNG), compressed natural gas (CNG) or liquefied natural gas (LNG), or electric. Such vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. At all times during the term of this Agreement, Contractor's Collection vehicles shall comply with South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Refuse removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement.

C. Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number designated by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the Source Separated Recyclable Materials and Source Separated Organic Waste programs, other programs specific to the City, or information requested by City. All advertisement must be approved by the City. City may request changes to the vehicle advertising up to two (2) times per year. Contractor shall not place City's name and/or any City logos on Contractor vehicles.

D. Cleaning and Maintenance

- 1) Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.
- 2) Vehicles used in the Collection of Refuse, Source Separated Recyclable Materials, and Source Separated Organic Waste shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. Contractor agrees to replace or repair to the City's satisfaction,

any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

- 3) Contractor shall repaint all vehicles used in the Collection of Refuse, Source Separated Recyclable Materials and Source Separated Organic Waste at least every five years, and within thirty (30) days' notice from City, if City determines that their appearance warrants painting.
- 4) Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.
- 5) Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
- 6) Contractor shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. Contractor shall notify City of any leaks or spills reported to Contractor or observed by any employee of Contractor. Contractor shall ensure that leaks or spills are remediated within two (2) hours of notification or observation. Contractor shall notify City immediately upon remediation of leaks or spills. No pollutant that leaks, spills, or otherwise escapes from any Contractor vehicle may be washed into a storm drain or otherwise allowed to enter a storm drain at any time. Contractor must take all measures necessary to prevent the discharge of any such pollutant into a storm drain. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts. Contractor shall provide photographic evidence to the City for each clean up. Payment of liquidated damages for failure to clean up leaks or spills within the required timeframe (Section 11.4.B.2.c), and/or for failure to follow the cleanup procedures (Section 11.4.B.2.d), does not excuse Contractor from the cleanup requirements contained in this Section 4.5.3.D.6.
- 7) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

E. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess

of the manufacturer's recommendations, or limitations imposed by State or local weight restrictions on vehicles.

Contractor equipment used for Refuse, Recycling, and Organic Waste services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with City ordinance and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. Contractor shall store all equipment in safe and secure locations in accordance with City's applicable zoning regulations.

Subject to Section 9.1, Contractor shall be responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: City's driving surfaces, whether or not paved; associated curbs, gutters and traffic control devices; and other public improvements.

F. City Inspection Per Code. City may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the State Vehicle Code, including, but not limited to, California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service shall be returned to service until it conforms with, and its return to service has been approved by the City.

G. Vehicle Inspections. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair or arrange for the repair of all its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. City may inspect vehicles at any reasonable time, and within three (3) calendar days of such a request, to determine compliance with sanitation requirements.

H. Correction of Defects. Following any inspection, the City Manager, or the City Manager's designee, shall have the right to cause Contractor, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The City Manager's determination may be appealed to the City Council, whose decision shall be final. City Manager's determination may not be appealed if the vehicle reconditioning, or replacement is due to a safety finding by the CHP.

4.5.4 Carts

4.5.4.1 Contractor-Provided Carts

A. Cart Design Requirements. The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to City approval. The City will not permit Carts and Cart lids with inconsistent colors or in poor condition to be used in the City at any time during the term of this Agreement and may require Contractor to replace such Carts. Contractor shall ensure that all Carts in service during the terms of this Agreement comply with CalRecycle requirements under SB 1383.

B. Capacity. References to Cart sizes of 64-, or 96-gallons are approximate. Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 64 to 70-gallons, and
- 95 to 101-gallons.

C. Cart Handles. The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

D. Cart Lid. Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,

- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

E. Cart Colors. The Refuse, Source Separated Recycling and Source Separated Organic Waste Carts or Cart lids will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart and Cart lid colors shall be consistent throughout the City and shall comply with CalRecycle requirements under SB 1383.

F. Cart Labeling and Hot Stamping. Labels used on Carts shall be placed on the inside of the Cart lid, and hot stamps shall be on the top of the lid and/or on the body of the Cart. Each Cart shall be hot stamped with the material type (e.g., Refuse, Recycling, Organic Waste) in English and Spanish. Labels shall include graphic instruction on what materials should and should not be placed in each Cart. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or Carts. City shall approve what information is included on the label and in the hot stamp, as well as approve design and quality. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City. Information on the Carts shall include the telephone number to call for Contractor for Bulky Item pickups and shall include a “No Scavenging” warning identifying the City’s Municipal Code violation for scavenging. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.

G. Cart Performance Requirements. All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

H. Cart Load Capacity. Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (LBS)
95-101	200
64-70	130

I. Cart Durability. Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;

- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

J. Chemical Resistant. Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

K. Stability and Maneuverability. The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

L. Lid Performance. Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.

4.5.4.2 Cart Reparability or Replacement

Contractor shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within two (2) business days of notification (excluding Saturday, Sunday and holidays listed in Section 4.5.1), and for graffiti removal within two business (2) days of notification, at no additional charge to the Customer or to City, unless Contractor can demonstrate to the City Manager beyond a reasonable doubt that the damage or loss was due exclusively the Customer's intentional or negligent behavior. City Manager shall make the final determination. If City permits a repair or replacement charge to be assessed against a Customer, charge shall be no more than the actual cost of repair or the Contractor's purchase price for a new Cart, whichever is lower. All repairs must restore the Cart to its full functionality. Unsightly/worn-out Carts shall be replaced by Contractor upon Customer request at no additional cost to Customer.

All Carts in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

4.5.4.3 Bins

A. Cleaning. Contractor shall provide Customers with Bins required during the term of this Agreement. The size of Contractor-provided Bins shall be determined by mutual agreement of Customer and Contractor and shall be subject to City approval. Contractor shall maintain Bins in a clean, sound condition free from putrescible residue. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair.

Upon Customer or City request, or if required to maintain the Containers in a clean condition, Contractor shall clean Customer Bins at the rates shown in the approved rate schedule. Contractor shall perform cleaning, repainting, or replacement of Bins as necessary to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Contractor shall replace the Bin, either temporarily or as a change-out, with another Container. Contractor shall remove graffiti from any Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request by City or Customer. Contractor is required to proactively look for graffiti when Collecting Bins, with all graffiti removed from Containers in no later than two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) after any Collection without notification. In the event the graffiti on the Bins does not necessitate removal or replacement, drivers shall have paint on their vehicles which is the color of the Bins to cover observed graffiti during normal Collection services.

B. Bin Identification and Color. Each Bin placed in City by Contractor shall have the name of Contractor and phone number in letters not less than three (3) inches high on the exterior of the Bin so as to be visible when the Bin is placed for use. Bins shall be labeled to include bilingual (English and Spanish) and graphic instruction on what materials should and should not be placed in each Bin. Contractor shall repaint Bins upon City's request if the City deems it

necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color of, and all Recycling and Organic Waste Bins shall be painted a different, uniform color.

All Bins or Lids in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

4.5.4.4 Roll-off Boxes

Contractor shall provide sufficient Roll-off Boxes to meet Customer demand throughout the Term of the Agreement, and will keep all Roll-off Boxes clean, free from graffiti, equipped with reflectors, and with the name and phone number of Contractor in letters not less than three (3) inches high on the exterior of the Roll-off Box so as to be visible when the Roll-off Box is placed for use. Contractor shall properly cover all open Roll-off Boxes during transport as required by the State Vehicle Code.

4.5.5 Litter Abatement

A. Minimization of Spills. Contractor shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or transportation process. If any Solid Waste or fluids leak or are spilled during Collection, Contractor shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by City.

B. Covering of Loads. Contractor shall properly cover all open debris boxes during transport to the Disposal Site.

4.5.6 Personnel

A. Qualified Drivers. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

B. Hazardous Substance Employee Training. Contractor also agrees to establish and vigorously enforce an educational program which will train Contractor's employees in the identification of Hazardous Substance. Contractor's employees shall not knowingly place such Hazardous Substance in the Collection vehicles, nor knowingly dispose of such Hazardous Substances at the Processing Facility or Disposal Site.

C. Customer Courtesy. Contractor shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

D. Training. Contractor shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

E. Unauthorized Material Removal. Contractor shall dismiss or discipline employees who remove documents or any other material from Containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

4.5.7 Identification Required

Contractor shall provide its employees, companies and Subcontractors with identification for all individuals who may make personal contact with residents or businesses in City. All Contractor employees shall wear clothing bearing the Contractor name and/or logo at all times while in the City and providing services under this Agreement. City may require Contractor to notify Customers yearly of the form of said identification. Contractor shall provide a list of current employees, companies, and Subcontractors to City upon request.

The City reserves the right to perform a security and identification check through the Gardena Police Department upon Contractor and all its present and future employees, in accordance with accepted procedures established by the City, or for probable cause.

4.5.8 Fees and Gratuities

Contractor shall not, nor shall it permit any agent, employee, or Subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement except as described in this Agreement, in accordance with Exhibit 2 as updated and approved by City throughout the Term of the Agreement.

4.5.9 Non-Discrimination

Contractor shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or State law.

4.5.10 Coordination With Street Sweeping Services

Contractor shall make reasonable efforts to coordinate route schedules with the City's street sweeping schedule. Contractor shall provide all routes and route schedules to the City and work with City to resolve conflicts with street sweeping schedules.

4.5.11 Street Sweeper Waste and Other Waste Generated by City

Contractor shall, at no charge to City or ratepayers, dispose of waste and debris picked up by street sweeper vehicles operated by City or by an operator or operators contracted by City to provide street sweeping service. City shall cause such materials to be gathered at a central location for pickup by Contractor in Containers designated for this material only or may direct the vehicle operators to transport this waste and debris to a transfer station operated by Contractor. In addition to street sweeper waste, Contractor shall collect, any type or variety of waste generated by City, provided such waste is not Hazardous Waste. Contractor shall diligently cooperate with City or City's contract street sweeping service or agency to process debris and waste collected from City streets to receive landfill diversion credits for the debris and waste. This cooperation shall include, but not be limited to, Contractor bearing the cost of Processing or disposing of the waste and debris.

4.5.12 Change in Collection Schedule

Contractor shall notify City forty-five (45) days prior to, and Customers not later than thirty (30) days prior to, any change in Collection operations which results in a change in the day on which Solid Waste Collection occurs. Contractor will not permit any Customer to go more than seven (7) days without service in connection with a Collection schedule change. City's approval of any change in Collection is required prior to such change, and such approval will not be withheld unreasonably.

Any changes in the route map or Collection schedule shall require the prior approval of the City. City may require reasonable changes in the route map or Collection schedule, to improve service, to resolve complaints or for other reasons. Prior to the change of a route schedule, Contractor shall provide written notice of the change to affected Customers ninety (90) days in advance.

4.5.13 Report of Accumulation of Solid Waste on Private Property

Contractor shall direct its drivers to note the addresses of any private property Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection. Contractor shall deliver the address or description to City within five (5) working days of such observation.

4.5.14 Transfer, Processing, and Disposal

Contractor shall Transport all Discarded Materials to the Approved Facility(ies) specified in Exhibit 6 and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this Section and Exhibit 6. If the Approved Facilities change during the term of this Agreement,

and the Contractor does not own or operate one or more of the Approved Facilities, Contractor shall enter into a subcontract agreement with the owner or Facility operator of such Approved Facility(ies) and the requirements of this this Section and Exhibit 6 shall pertain to the Subcontractor. In addition, Subcontractor requirements or obligations related to indemnification (Article 9) and insurance requirements (Section 9.4) shall apply, as well as any other Subcontractor requirements or obligations stated in other sections of this Agreement.

The Approved Facilities shall comply with the following requirements:

- a) Approved Transfer Facility. Contractor's Approved Transfer Facility shall be a Transfer Facility or operation that Transfers Residential and Commercial Premises Source Separated Recyclable Materials and Source Separated Organic Waste, and/or Gray/Black Container Waste Collected in accordance with this Agreement.
- b) Approved Source Separated Recyclable Materials Processing Facility (Blue Containers). Contractor's Approved Recyclables Processing Facility shall be a Facility or operation that Processes Residential and Commercial Premises Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.
- c) Approved Organic Waste Processing Facility (Green Containers). Contractor's Approved Organic Waste Processing Facility shall be a Facility that Processes Residential and Commercial Premises Source Separated Organic Waste to recover Source Separated Organic Waste.
- d) Approved Disposal Facility (Gray/Black Containers). Contractor's Approved Disposal Facility shall be a Disposal Facility that accepts Residential and Commercial Premises Gray/Black Container Waste Collected in accordance with this Agreement for Disposal.

4.5.15 Processing Facility Temporary Equipment or Operational Failure Waiver

- a) Notification to the City. The Contractor, or their Subcontractor (such as a Facility operator), shall notify the City of any unforeseen operational restrictions that have been imposed upon the Approved Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Approved Facility from Processing and recovering Blue Container and/or Green Container materials. The Contractor or Subcontractor shall notify the City as soon as possible and no later than two (2) business days from the time of the incident. The notification shall include the following: (i) name of Approved Facility; (ii) the Recycling and Disposal Reporting System Number of the Approved Facility; (iii) date the Approved Facility became unable to Process Blue Container and/or Green Container materials; (iv) description of the operational restrictions that have been imposed upon the Approved Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Contractor anticipates the temporary inability of the Approved Facility to Process Blue Container and/or Green Container materials; (vi) Contractor's proposed action plan to deliver materials to an Alternative Facility for

Processing (refer to Section 6.1.H of Exhibit 6) or Contractor's request for waiver to deliver Blue Container and/or Green Container materials to the Approved Disposal Facility.

- b) Use of Alternative Facility or Waiver for Disposal of Materials. Upon notification by Contractor or Subcontractor of the Approved Facility's inability to Process materials, City shall evaluate the notification and determine if City shall require Contractor to use an Alternative Facility or allow the Contractor to Transport the Blue Container and/or Green Container materials to the Approved Disposal Facility for Disposal on a temporary basis for a time period specified by the City. Upon City's decision, the City shall notify the Contractor of its requirement to use an Alternative Facility for Processing or to use the Approved Disposal Facility for Disposal, and the period of time that the City will allow the Blue Container and/or Green Container materials to be redirected to the Alternative Facility or Approved Disposal Facility. Pursuant to 14 CCR Section 18984.13, the approved Disposal period shall not exceed ninety (90) days from the date the Approved Facility's Processing restriction or failure commenced. In such case, the Contractor must receive written permission from the City prior to depositing any Discarded Material in a Landfill.
- c) Record Keeping and Reporting. Contractor shall maintain a record of any Approved Facility incidents and report this information to the City in accordance with Article 8.

4.5.16 Transportation to Non-Approved Facilities Prohibited

If Contractor Transports Discarded Materials to a Facility other than the Approved Facility(ies) or an Alternative Facility without prior City approval, Contractor's failure to comply may result in assessment of liquidated damages as described in Section 11.4.

4.6 Contingency Plan

Contractor shall submit to City on or before the effective date of the Agreement, a written contingency plan demonstrating Contractor's arrangements to provide vehicles and personnel and to maintain uninterrupted service during breakdowns, and in case of natural disaster or other emergency including labor disputes and the events described in Section 11.5.

4.7 Commingling of Collection Routes

Contractor shall not commingle City Refuse Collection routes with other city or county routes. If this is not feasible, upon approval by the City, Contractor may commingle routes, but must submit to City a detailed monthly report setting forth the breakdown of tonnage Collected from the commingled routes within thirty (30) days after the end of each month. Contractor shall have the methodology used to segregate the loads between jurisdictions approved in advance by the City.

4.8 Route Audit

Once during the first year or at City request (but not more than once every three years), Contractor shall conduct an audit of its Collection routes in the City. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Contractor when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Contractor to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. In setting these audit dates, City will establish due dates for Contractor providing routing and account information, and later, the report, to City.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Customer in City. This Person(s) is to be approved in advance by City. The route audit information shall include, as a minimum, the following information for each account:

For Cart Customers:

- Route number;
- Truck number;
- Number and size of Carts by waste stream (Refuse, Recycling, Organic Waste)
- Cart condition;

For Bin and Roll-off Customers:

- Route number;
- Truck number;
- Account name;
- Account number;
- Account service address;
- Account type (Residential, Commercial, Roll-off);
- Service level per Contractor billing system (Quantity, Size, Frequency, Waste Stream);

- Observed Containers (Quantity, Size, Frequency, Waste Stream).
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Contractor shall submit to City a report summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential, Commercial and Roll-off);
- Confirmation that all routes are dedicated exclusively to City Customers;
- Number and type of exceptions observed;
- Total monthly service charge (Residential, Commercial and Roll-off Box), pre-audit;
- Total monthly service charge (Residential, Commercial and Roll-off), post-audit (subsequent to corrections of identified exceptions); and,

The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Contractor's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative.

4.9 Service Exceptions; Hazardous Substance Notifications

A. Failure to Collect. When Solid Waste is not Collected from any Solid Waste service recipient, Contractor shall notify its service recipient in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

B. Hazardous Substance Inspection and Reporting. Contractor reserves the right and has the duty under law to reject Solid Waste observed to be contaminated with Hazardous Substance and the right not to Collect Hazardous Substance put out with Solid Waste. Contractor shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Substance, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Substances unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor will immediately notify the City Manager or the City Manager's designee. Contractor shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any Hazardous Substance that may come into their possession.

C. Hazardous Substance Diversion Records. Contractor shall maintain records showing the types and quantities, if any, of Hazardous Substance found in Solid Waste and which was inadvertently Collected from service recipients within the City but Diverted from landfilling.

4.10 Contractor/City Meetings

Contractor and City will meet monthly, or as otherwise requested by City staff for the term of this Agreement, to discuss programs, outreach efforts, and issues related to the performance of this Agreement. City reserves the right to increase or reduce the number of Contractor/City Meetings at any time during the term of this Agreement, which will be agreed to in writing.

ARTICLE 5: OTHER SERVICES

5.1 Services and Customer Billing

5.1.1 Service Description

Contractor shall periodically, at least 30 days prior to the effective date of a rate change, prepare and distribute, subject to the direction of City, a notice to each Owner or occupant of property entitled or mandated to receive service under this Agreement a listing of Contractor's Collection rates, annual holiday schedule, and a general summary of services required to be provided hereunder and optional service which may be furnished by Contractor. Such notice shall be in a form subject to City's approval prior to its distribution and may be included with Billings made by Contractor. Contractor shall include in each Residential Billing performed by Contractor the phone number for residents to call for Bulky Item pickups.

5.1.2 Residential Premises Cart Billing

Contractor shall arrange with Golden State Water, or through alternative mutually agreed to means, to bill each Single-Unit or Multi-Unit Residential Premises Cart Customer in accordance with the procedures currently in place. Contractor shall bill each Customer, regardless of whether it is a Commercial Premises Customer or Residential Premises Customer for extra services requested after the monthly bill was sent. If payment in full is not made within sixty (60) days of billing, Contractor may suspend service and City will take steps to prevent the non-paying Customer from using any other waste collection service and from allowing accumulation of Solid Waste to become a public nuisance.

5.1.3 Bin, Roll-off, Commercial Cart and Temporary Services Billing

Contractor shall bill for Bin, Roll-off Box, Commercial Cart and temporary services and other special charges as permitted in Exhibit 2. Contractor shall bill Bin, Roll-off Box and Commercial Cart Customers monthly, and temporary services twice per month, no sooner than the first day of service and require payment no sooner than 30 days from the start of the service period Billed for.

For Cart Customers or Customers without an account with Contractor who request temporary Roll-off Box or temporary Bin service, Contractor will accept major credit cards for payment. Individually serviced Customers who do not use credit cards may be required by the Contractor to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. Any unused portion of a security deposit will be refunded to the Customer within five business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of the termination of service.

Customers sharing a Bin may request to be Billed separately for their share of service, based upon the number of businesses sharing the Bin, or as otherwise divided and agreed to among such Customers.

Bills must be itemized by Container size, frequency of service, and period billed for.

5.1.4 Review of Billings

Contractor shall review its Billings to Customers under Sections 5.1.2 and 5.1.3. The purpose of the review is to determine that the amount which Contractor is Billing each Customer is correct in terms of the level of service being provided to such Customer by Contractor. Contractor shall review Customer accounts annually and submit to City a written report of that review annually on the anniversary of the Effective Day of this Agreement.

5.1.5 Collections

All amounts due and payable to Contractor from Single-Unit and Multi-Unit Residential Premises Customers with Bins and Commercial Premises Customers under this Agreement shall be solely billable by Contractor. Contractor shall retain full responsibility for prosecuting any collection actions involving all Residential Premises Customers and Commercial Premises Customers, regardless of whether Contractor originally billed the Customer, including, without limitation, referral to collection agencies or instituting legal proceedings. These legal proceedings shall encompass the right of the Contractor to levy appropriate liens against real property and the City agrees that it will cooperate in the prosecution of such defaults by real property lien and other appropriate mechanisms.

5.1.6 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding the computation of a rate adjustment shall be decided by the City Manager or referred by the City Manager to the City Council. During the pendency of the rate adjustment dispute, the rate in effect is the rate claimed by the Contractor and shall be effective until the resolution of the billing dispute.

5.1.7 Suspension of Service Due to Non-Payment

Contractor shall bill each Commercial Premises Customer and any Single-Unit or Multi-Unit Residential Premises Customers using Bins and all extras, including bulky good removal and extra pickups for Single-Unit or Multi-Unit Residential Premises Customers in advance on the first day of each calendar month. City's water department or provider, currently Golden State Water, shall bill each Single-Unit or Multi-Unit Residential Premises Customers using Carts in accordance with the procedures currently in place and in use by City's water department or provider. Contractor shall bill each Customer, regardless of whether it is a Commercial Premises Customer or Residential Premises Customer for extras requested after the monthly bill was sent. If payment in full is not made within sixty (60) days of billing, Contractor may suspend service and City will take steps to prevent the non-paying Customer from using any other waste collection service and from allowing accumulation of Solid Waste to become a public nuisance.

5.2 Customer Service

5.2.1 Local Office

Contractor shall maintain a local office within Los Angeles, California. Said office shall be open, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays ("Office Hours"). A responsible and qualified bilingual (English and Spanish speaking) representative of Contractor shall be available during Office Hours for personal communication with the public at the local office. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. If City receives more than five (5) complaints in thirty (30) days that Customers are unable to contact Contractor by phone, City may require Contractor to increase capacity. Contractor shall have either a representative, a message machine, or an answering service available outside of Office Hours. Calls received outside of Office Hours shall be responded to on the next business day. Contractor shall provide City with a twenty-four (24) hour emergency number to a live person, not voicemail. Contractor shall provide means for the City to transfer calls received by the City directly to the Contractor's local office. Contractor shall also provide means for Customers to e-mail Contractor with complaints and service requests, and to make payments electronically.

5.2.2 Complaint Documentation

All service complaints shall be directed to Contractor. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months and shall be available to City at all times upon request.

Contractor shall log all complaints received by telephone and said log shall include the date and time the complaint was received, name, address and telephone number of callers, description of complaint, employee recording complaint and the action taken by Contractor to respond to and remedy complaint. Missed pickups shall be included in this log.

All Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of receipt. Contractor shall log action taken by Contractor to respond to and remedy the complaint.

All Customer service records and logs kept by Contractor shall be available to City upon request and at no cost to City. City shall, at any time during regular Contractor business hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

5.2.3 Resolution of Customer Complaints

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding. Contractor shall reimburse the City's legal and consultant costs for each City intervention in a

dispute between Contractor and a Customer if the City reasonably deems intervention is required and the Customer's dispute is valid.

Should Contractor and Customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by the City, and the City's decision shall be final.

Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this section is intended to affect the remedies of third parties against Contractor. To the extent that remedies are warranted through this Agreement, this section shall apply.

5.2.4 SB 1383 Noncompliance Complaints

a) Documentation of Complaints

SB 1383-Noncompliance Complaints. For complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Article 8. Contractor shall provide this information in a monthly summary report in accordance with Article 8.

b) Investigation of SB 1383 Noncompliance Complaints

Investigation. Contractor shall commence an investigation, within ninety (90) days of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383. Contractor is required to investigate complaints against Customers and Generators, and not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383.

Contractor shall investigate the complaint using one or more of the following methods:

- i. Reviewing the service level of the entity that may not be compliant with SB 1383;
- ii. Reviewing the waiver list to determine if the entity has a valid de minimis, or space constraint;
- iii. Inspecting Premises of the entity identified by the complainant, if warranted; and/or,
- iv. Contacting the entity to gather more information, if warranted.

- c) **Reporting.** Within ten (10) days of completing an investigation of an SB 1383-noncompliance complaint, Contractor shall submit an investigation complaint report that documents the investigation performed and recommends to City on whether or not the entity investigated is in violation of SB 1383 based on the Contractor's investigation. The City shall make a final determination of the allegations against the entity.

5.2.5 Review of Generator Waiver Requests

Generators may submit requests for de minimis waivers, and physical space waivers to the Contractor. Contractor shall within ten (10) business days review the Generator's waiver application and inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the Contractor's recommendation to approve or deny the waiver request, and send this information to the City within fifteen (15) days of receipt of the Generator's waiver application for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Contractor's recommendation. Contractor shall report information regarding waivers reviewed on a monthly basis, in accordance with Section 8.3.2.

5.2.6 Route Supervisor

Contractor shall designate in writing a route supervisor that shall be assigned to the City, and who shall be responsible for working with the City to resolve Customer service-related complaints. Route supervisor shall be accessible via cell phone or radio in the field at all times. City shall be notified in advance of any change in Route Supervisor and shall have the right of approval. City may request that Contractor change Route Supervisor.

5.3 Education and Public Awareness

5.3.1 General

Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve AB 939 requirements. Accordingly, Contractor agrees to take direction from City to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

Contractor shall maintain its own program of providing information relevant to Billing and Solid Waste services, issues and needs with its bills. All public education materials shall be approved in advance by City.

City may request Contractor to perform mailing services and if so able, provide not less than thirty (30) days' notice to Contractor prior to the mailing date of any proposed mailing to permit Contractor to make appropriate arrangements for inclusion of City's materials. City will provide Contractor the mailers at least fifteen (15) days prior to the mailing date. City shall normally bear the expense of reproduction and distribution of such additional information only to the extent it is clearly in excess of Contractor's normal Billing costs. Notwithstanding, Contractor

shall bear all costs incurred for copying and mailing of Proposition 218 notices per Section 6.4.1.1 of this Agreement.

5.3.2 Non-English Language Requirements

The Contractor shall make all public education and outreach materials required by this Section available in English and Spanish.

Upon City request, Contractor shall provide materials in additional languages beyond those specified in this Section in response to shifting demographics within the City; updates to State requirements or Applicable Law; or any other reason deemed appropriate by the City.

The Contractor may allow Customers to request mailings electronically in lieu of hardcopies. Contractor shall be required to provide an annual report to the City of Customers that have requested to receive mailings electronically. Customers will be provided the option to request electronic mailings annually.

5.3.3 Ongoing Education Requirements

This educational program shall have a budget equal to one percent (1%) of the gross revenue of Contractor and Affiliated Companies from all operations in Gardena. Contractor will provide a minimum of the following public education items to be developed at Contractor's expense and distributed as indicated below:

- **Initial Mailing** – Contractor will prepare and mail an initial mailing to Customers explaining the transition from existing programs to new programs. The mailing will describe program changes, route changes, dates of program implementation, and other necessary information.
- **Workshops & Meetings** – Contractor shall, at its sole expense, participate in and/or plan, organize, and conduct direct Generator outreach, including, but not limited to: workshops, community events, and meetings to support Generator compliance with the Source Separated Recyclable Materials and Source Separated Organic Waste separation and program participation requirements under this Agreement and other local and State regulations, including, but not limited to, AB 341, AB 1826, and SB 1383.

Contractor shall host at least four (4) technical assistance workshops per calendar year for Residential Premises Customers, and four (4) technical assistance workshops per calendar year for Commercial Premises Customers. The workshops shall be open to all Customers in the City, and the Contractor shall publish the time and location of the workshop no later than thirty (30) days prior to the workshop through publication on the Contractor's website, email newsletter, printed flyers delivered on hauler routes, etc. The structure and content of these workshops shall be designed by the Contractor and submitted at least thirty (30) days prior to the date of the workshop for City approval. Workshops shall be focused on the regulatory requirements of SB 1383, AB 1826, and any local program or service changes as a result of the regulations.

- **Instructional Packet Accompanying Contractor-Provided Containers** – An information packet shall be attached to each set of Carts distributed to a Customer. Packet should describe available services, including how to place Carts for Collection, which materials should be placed in each Cart, Collection holidays, and a Customer service phone number.
- **Cart Instruction Markings** – Contractor will place stickers on, or hot stamp, Source Separated Recyclable Materials, Source Separated Organic Waste, and Refuse Carts to demonstrate to Customers which materials are and are not acceptable for placement in each Cart. Stickers shall be replaced when materials change or as labels become worn. Markings shall be written in both English and Spanish. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.
- **How-To Brochure** – Contractor will prepare and distribute a brochure packet to new Customers when they start service. Packet will contain updated information on how to use the Contractor-provided Containers, when, where and how to place Solid Waste for Collection, and who to contact with service or Billing questions.
- **Semi-Annual Newsletter** – Not less than twice per year during each Contract Year, Contractor shall be responsible for all costs incurred for the production and mailing of the semi-annual newsletter. The Contractor shall be required to coordinate distribution via U.S. Mail of the Semi-Annual Newsletter with a local mailing house, including furnishing Single-Unit and Multi-Unit Residential Premises Cart and Bin Customer mailing addresses.
- **Corrective Action Notice** – For use in instances where the Customer sets out inappropriate materials.
- **Contractor Representative** - Contractor shall provide a representative able to visit civic groups, school assemblies, and homeowners' associations, to promote and explain the Recycling programs, and participate in demonstrations, and civic events.
- **Web Site Page** – Contractor shall dedicate one page of a Contractor web site to City services, including, at a minimum, listing contact names and numbers for Customer Service and information on Bulky Item Collection. The Contractor shall assist the City in establishing a link to this web page from the City's web site.
- **Annual Notice of SB 1383 Requirements** – Not less than once per year during each Contract Year, Contractor shall prepare and distribute to each Generator in the City a mailing that includes information specified in SB 1383 (14 CCR Section 18985.1(a)). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Unit Residential Premises.
- **Business Recycling Brochure** – Contractor will prepare and distribute a business Recycling brochure to outline the requirements and proper use of Commercial Recycling and Organics Containers, and information on Refuse, Recycling, and Organics Bin cleaning and

replacement options as described in Section 4.5.4.3. The brochures shall be distributed upon new Service initiation, and annually to all businesses.

All brochures, mailings, and other educational materials are to be approved by the City in advance of distribution, and shall bear the City seal, unless otherwise approved by the City.

5.3.4 Community Events

At the direction of City, Contractor shall participate in and promote Recycling and other Diversion techniques at a minimum of four (4) community events per year. Such participation would normally include providing, without cost, Collection and educational and publicity information promoting the goals of City's Solid Waste program. The City reserves the right to modify the required events and Contractor's participation requirements.

Contractor shall assist City in promoting the County-wide Hazardous Substance program presently managed by the Los Angeles County Department of Public Works (LADPW).

5.3.5 News Media Relations

Contractor shall notify the City by email or telephone of all requests for news media interviews related to Collection Services hereunder within twenty-four (24) hours of Contractor's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the City.

A. Copies of draft news releases or proposed trade journal articles shall be submitted to City for prior review and approval at least five (5) working days in advance of release, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

B. Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

5.4 Waste Generation/Characterization Studies

Contractor acknowledges that City must perform Solid Waste generation and Disposal characterization studies periodically to comply with AB 939 requirements. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed, to determine weights and volumes of Solid Waste and characterize Solid Waste generated, disposed, transformed, Diverted or otherwise handled/processed to satisfy AB 939 requirements.

5.5 Contamination Monitoring

5.5.1 Contamination Inspection Methods

Contractor shall implement an inspection method in compliance with the requirements of SB 1383 (14 CCR Section 18984.5), as described below.

Physical Container Inspections. When Contractor's personnel dismounts from Collection vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Contaminants in a Container, Contractor shall follow the contamination noticing procedures set forth in Sections 5.5.1.1.C and 5.5.1.1.D.

5.5.1.1 Actions upon Identification of Prohibited Container Contaminants

A. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray/Black Container); and maintain photographic evidence, if required. Contractor shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event, if the documentation of the on-board computer system did not automatically update the Customer's account record.

B. **Identification of Excluded Waste.** If Contractor's personnel observe Excluded Waste in an uncollected Container, the Contractor's personnel shall record that observation in accordance with Section 5.5.1.3.A and immediately inform their route supervisor. Contractor shall follow protocols specified in Section 5.5.1.1.C. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Excluded Waste may cause immediate danger.

C. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and Gray/ Black Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that following three (3) consecutive instances of contaminated materials; Contractor may assess contamination fees; and, (v) shall include photographic evidence. Contractor shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, or text message.

Contractor shall Collect the contaminated Source Separated Blue Container Recyclable Materials or Source Separated Green Container Organic Waste and Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with Gray or Black Container Waste and Transport the contaminated materials to the appropriate Approved Facility for Disposal/ Processing.

D. Notice of Assessment of Contamination Fees. If the Contractor observes Prohibited Container Contaminants in a Generator's Green Container or Blue Container on more than three (3) consecutive occasions and issued courtesy pick-up notices on each of those occasions, the Contractor may impose the contamination fee in the approved rate schedule. Contractor shall notify the City in its monthly report of Customers for which contamination fees were assessed. Contractor shall leave a contamination fee notice attached to or adhered to the Generators' contaminated Containers, at the Premises' door or gate, or, subject to City's approval, may deliver the notice by mail, e-mail or text message. The contamination fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination fee on its next bill. The format of the contamination fee notice shall be approved by the City.

Contractor shall Collect the contaminated Source Separated Blue Container Recyclable Materials or Source Separated Green Container Organic Waste and Transport the material to the appropriate Approved Facility for Processing.

E. Communications with Customer. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

F. Disposal of Contaminated Materials. If the Contractor observes visible Prohibited Container Contaminants in a Generator's Containers, Contractor may Dispose of the Container's contents provided Contractor complies with the noticing requirements in Sections 5.5.1.1.C and 5.5.1.D above.

5.5.1.2 On-Going Contamination Monitoring by Route Personnel

Contractor shall assist on an ongoing basis in minimizing contamination by helping to educate Customers on acceptable and non-acceptable materials through ongoing education and outreach efforts and through on-going monitoring of the contents of Collection Containers. The ongoing Container monitoring shall be performed by Contractor using the method described in Section 5.5.1.

5.5.1.3 Prescribed Contamination Monitoring

A. Methodology and Frequency. Commencing on January 1, 2022, the Contractor shall, at its sole expense, conduct hauler route reviews for Prohibited Container Contaminants in Containers in a manner that is deemed safe by the Contractor; is approved by the City; and is

conducted in a manner that results in all hauler routes being reviewed annually or more frequently.

The Contractor shall conduct hauler route reviews that include inspection of the contents of Blue, Green, and Gray/Black Containers for Prohibited Container Contaminants in a manner that a minimum of ten percent (10%) of Containers on each and every hauler route are randomly inspected annually.

Contractor shall develop a hauler route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed hauler route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each hauler route's annual review. Contractor's proposed hauler route review methodology shall include not only its plan for Container inspections and shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. City and/or CalRecycle will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

If the City and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional hauler route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the City, the Contractor shall, at the expense of the City, revise the methodology and implement the necessary changes using the revised procedure.

The City may request, and Contractor shall accept, modifications to the schedule to permit observation of the hauler route reviews by the City. In addition, Contractor shall provide an email notice to the City no less than ten (10) business days prior to each scheduled hauler route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

B. Noticing of Generators with Contamination, and Disposal of Materials. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 5.5.1.1.C.

C. Monthly Reporting Requirements. Contractor shall maintain records and report to the City monthly on contamination monitoring activities and actions taken, in accordance with Article 8.

5.5.1.4 Section Reserved

5.5.1.5 Noticing of Generators with Contamination, and Disposal of Materials

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 5.5.1.1.C.

5.5.1.6 Monthly Reporting Requirements

In accordance with Article 8, Contractor shall maintain records and report to the City on a monthly basis on contamination monitoring activities and actions taken.

5.6 Inspection and Enforcement

A. Annual Compliance Reviews

1. **General.** Contractor shall perform compliance reviews described in this Section commencing January 1, 2022, and at least annually thereafter, unless otherwise noted.
2. **Commercial Generator Compliance Reviews.** The Contractor shall complete a compliance review of all Multi-Unit Residential Premises and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste to determine their compliance with: (i) Generator requirements under the City's Collection program; and, (ii) if applicable for the Generator, Self-Hauling requirements per 14 CCR Section 18988.3, including whether a Commercial Business is complying through Back-Hauling of Source Separated Recyclable Materials, Source Separated Blue Container Organic Waste, Source Separated Green Container Organic Waste, and Source Separated Organic Waste. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, the City may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.
3. **Food Recovery Compliance Reviews.** Commencing January 1, 2022 and at least annually thereafter, Contractor shall conduct inspections of Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10. Commencing January 1, 2024 and at least annually thereafter, Contractor shall expand its Food Recovery compliance reviews to include inspections of Tier Two Commercial Edible Food Generators.

4. **Generator Waiver Inspections.** Contractor shall verify Commercial and Multi-Unit Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver.
5. **Compliance Review Process.**
 - a. **Number of Reviews.** The Contractor shall conduct a sufficient number of compliance reviews, hauler route reviews, and inspections of entities described in this Section, to adequately determine the entities' overall compliance with SB 1383, AB 1826, and AB 341. The City reserves the right to require additional inspections, if the City determines that the number of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.
 - b. **Non-Compliant Entities.** From January 1, 2022 through December 31, 2022, when compliance reviews are performed by Contractor pursuant to Section 5.6.A, Contractor shall provide educational materials in response to violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within five (5) working days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or hauler route review. Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided and report such information to the City in accordance with Article 8. Beginning January 1, 2024, the Contractor shall document non-compliant Customers and Generators determined through Contractor's compliance reviews pursuant to Section 5.6.A and shall report all Customers and Generators with SB 1383 violations to the City in accordance with Article 8. The City shall be responsible for subsequent enforcement action against the Generator.
 - c. **Documentation of Inspection Actions.** The Contractor shall generate a written and/or electronic record and maintain documentation for each inspection, hauler route review, and compliance review conducted, including the information described in Article 8.

5.7 Technical Assistance Program

Contractor will provide to the City an outreach and technical assistance plan to address implementation of SB 1383 requirements.

5.7.1 Site Visits and Waste Assessments

Contractor will include an outreach and technical assistance plan in the AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan identifying the site visit schedule for which to send a Contractor representative to visit each Multi-Unit Residential Premises and Commercial

Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and Source Separated Organic Waste is being Disposed; assessing Source Separated Recyclable Materials and Source Separated Organic Waste Collection service level needed to meet the requirements of SB 1383, and requiring all Generators to establish Source Separated Recyclable Materials and Source Separated Organic Waste Collection service. Contractor shall also notify Customers of opportunities to reduce costs by enrolling in Source Separated Recyclable Materials and Source Separated Organic Waste Collection service and reducing Gray/Black Container Waste service. Contractor shall contact Multi-Unit Residential Premises and Commercial Customers and provide site visits according to the City-approved schedule. Contractor will also provide a site visit to any Multi-Unit Residential Premises and Commercial Generator that requests a site visit, even if it is ahead of schedule. Any internal Recycling programs or third-party Recycling programs that the Contractor encounters while conducting Customer site visits shall be documented using a City-approved electronic reporting form and provided in an electronic format such as a cloud-based file-sharing system that can be accessed by the City or its representatives.

Beginning January 1, 2022, and annually thereafter, Contractor representative shall follow up with Multi-Unit Residential Premises and Commercial Generators who are required to participate in Source Separated Recyclable Materials and Source Separated Organic Waste Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383. The Contractor shall ensure that these Generators are participating in the Source Separated Recyclable Materials and Source Separated Organic Waste Collection Service. If the Generator is not in compliance or not participating, the representative shall assist the Customers with selecting appropriate Containers and Container sizing, identifying acceptable Discarded Materials Collection services as set forth, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and Source Separated Organic Waste Collection service. Contractor shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi-Unit Residential Premises Customers' staff, including but not limited to: the property manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials processes.

For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. City reserves the right to request Contractor's documentation of additional information and shall authorize the format for required information.

- a) Pictures of material in all Containers
- b) Characteristics of the property, business, and Generator type
- c) Written recommendations for the appropriate service Level for each material type
- d) Provision of outreach and education materials appropriate to the Generator type

- e) Determination of signage placement
- f) Determination of any on-going training needs
- g) Determination of any access needs
- h) Documentation of any special service needs, (such as, but not limited to, seasonal, automated on-call compactor, etc.)
- i) Documentation of records of communications with the Generator

In addition to the site visit requirements stated above, the Contractor shall assist the City in complying with the requirements included in AB 827, and Section 18984.9(b) of SB 1383. During the site visits required in Section 5.7.1, Contractor shall provide educational material (to be provided by City) to businesses that meet the requirements of AB 827 and Section 18984.9(b) of SB 1383, and make notation of the name of the business, the business address, business contact information, and business compliance or non-compliance.

5.7.2 Record Keeping and Reporting Requirements

Contractor shall maintain records of all technical assistance activities and educational materials conducted pursuant to this Section and submit reports to the City in accordance with Article 8.

5.8 Universal Enrollment Monitoring

Contractor shall assist the City in ensuring that the enrollment of Generators occurs in a timely and efficient manner. In accordance with Section 8.3, Contractor shall maintain records and provide reports necessary for the City to verify the enrollment of Generators.

At least one (1) time per year, Contractor shall reconcile and confirm universal enrollment of Generators by comparing its Customer list to parcel information and calculating the percentage of total Generators enrolled in City's Collection program. As part of this analysis, Contractor shall provide the City with a summary of any discrepancies found between the Customer list and parcel information, including the names and addresses of all Generators that were found to be the subject of a discrepancy. Contractor shall also provide a list of Generators that are not enrolled in the City's Collection program due to the provision and approval of a waiver pursuant to Section 5.2.5, including the name, address, and type of waiver for each Generator. In accordance with Article 8, Reports, Contractor shall maintain records and provide reports on the Generators' service level and list of non-enrolled Generators, and other information necessary for the City to verify the universal enrollment of Generators.

ARTICLE 6: CONTRACTOR COMPENSATION AND RATES

6.1 General

Contractor Compensation provided for in this Article shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Disposal, Recycling, Processing, transfer, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

Contractor will perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services rendered at maximum rates fixed by City from time-to-time. City shall have the right to structure those maximum rates as it deems appropriate so long as the revenues forecasted to be received by Contractor from charging rates not in excess of the maximum set forth herein can reasonably be expected to generate sufficient revenues to provide for Contractor Compensation as calculated in accordance with this Agreement.

6.2 Initial Rates

The rates for the Contract Year ending June 30, 2023 shall not exceed those set forth in Exhibit 2 hereto, unless amended by a written amendment to this Agreement entered into by and between the City and the Contractor. Contractor has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate Contractor Compensation. Unless and until the maximum rates set forth on Exhibit 2 are adjusted, Contractor will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit 2, except as provided herein and in Section 6.3.

6.3 Schedule of Future Adjustments

Subject to majority protest proceedings, beginning with Contract Year 2 (July 1, 2023 to June 30, 2024) and for all subsequent Contract Years, the maximum rates shown in Exhibit 2 shall be adjusted based on the method of adjustment described in Section 6.4.

6.4 Method of Adjustments

6.4.1 General

Pursuant to Section 6.3, Contractor shall submit its request in writing, to be received by City in person or via certified mail, by March 1 of the same year its revised rate schedule for the subsequent year to the City Manager or their designee for review and approval according to the formula shown in Exhibit 3. Annual adjustments shall not exceed an amount greater than two percent (2.0%) more than the percentage increase in the Consumer Price Index-All Items Less Energy for the Los Angeles-Long Beach-Anaheim, CA, All Urban Consumers, Not Seasonally Adjusted (CUURS49ASA0LE), for the corresponding one-year period used to measure the

change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average. All future adjustments to be effective July 1 shall be based on the rates described in the Contractor's Rate Proposal. Notwithstanding the above, the annual rate adjustment to the maximum rates shall be subject to the requirements included in Section 6.4.1.1.

6.4.1.1 Majority Protest Proceedings

- a) The annual rate adjustment may take effect only after it has been adopted and passed pursuant to a majority protest process. The annual rate adjustment shall be enacted consistent with Government Code § 53756, such that no prior approval of an annual rate adjustment may exceed a period of five (5) years.
- b) Commencing from the date of adoption for any annual rate adjustment, such adjustments shall continue automatically on a year-to-year basis for a period not to exceed five (5) years after the date such adjustments were adopted in accordance with a majority protest process in accordance with Government Code § 53756.
- c) At the end of the five-year period, there shall be no further adjustments to the maximum rates unless or until further automatic adjustments are adopted through a subsequent majority protest process in accordance with Government Code § 53756.

Contractor is required to mail majority protest notices to all Customers. Contractor is responsible for all costs incurred for copying and mailing of notices.

6.4.1.2 Indemnification

Contractor shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigations, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Contractor or any of the indemnitees resulting in any form from the City's establishing maximum rates for service under this Agreement or in connection with the application of California Constitution Articles XIII C and Article XIII D to the imposition, payment or collection of rates and fees for services provided by Contractor under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Contractor's costs in providing service, such as governmental fees, Franchise Fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIII C or XIII D, apply to the setting of rates for the services provided under this Agreement, rather this Section is provided merely to allocate risk of loss between the Parties.

6.4.1.3 No Waiver of City Council Discretion at Hearings

With respect to all matters submitted to the City Council or other administrative decision-making body for hearing, this Agreement does not waive or limit the City's police powers (which police powers the parties acknowledge cannot be contractually waived) nor does anything in this Agreement waive or limit the exercise of discretion inherent to the City Council or other administrative decision-making body. However, the City will warrant that requests for rate adjustments will be heard and considered in the exercise of good faith on the part of the City. The City's decision on matters submitted to a public hearing will be made at or after the public hearing, not beforehand. While Contractor's failure to comply with the terms hereof could be a default leading to termination of this Agreement, in no case will City's failure to approve any items submitted to it for hearing (per Section 6.4 or otherwise) be a default hereunder, and, subject to the requirements of due process, City bears no liability to Contractor for any damages suffered by Contractor as a result of a hearing outcome.

6.4.1.4 Majority Protest Contract Remedy

If an annual rate adjustment requested in accordance with Section 6.4 is verified for accuracy by the City and not implemented solely as a result of a 50% protest, Contractor may either: 1) accept that the rate will remain at the rates in effect prior to the requested rate increase, or 2) submit in writing to the City its intent to terminate the Agreement. A request to terminate the Agreement under this section would require a two-year advance written notice and must be submitted within 90 days of the denial of the rate increase request as a result of the 50% protest. This right to terminate does not apply to rate adjustments requested under Section 6.5 or any other section of this Agreement, or for any other reason other than requests under Section 6.4.

6.4.2 Rate Adjustment Calculation

Subject to approval by majority protest proceedings and subject to the limitations set forth in Section 6.4.1.1 above, approved Contractor compensation shall be based on the percentage change in the average annual published Consumer Price Index for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics, between the 12 months ended January prior to the Contract Year anniversary date, and the 12 months ended the prior January. For example, for the first rate increase effective July 1, 2023, the change in indices shall be measured as the percentage change from the average of the monthly indices for 12 months ending January 2022 to the average of the monthly indices for the 12 months ending January 2023. An example calculation is included in Exhibit 2A. If the index is discontinued, an alternative index must be approved by the City Manager.

If the rate adjustment calculation is calculated to be 0% or less, there shall be no changes to charges and rates during the Contract Year corresponding the rate adjustment calculation. In the case of a calculated rate decrease, the amount of such decrease shall be carried forward as an offset to future rate increases.

6.5 Extraordinary Adjustments

Contractor or City may request an adjustment to maximum rates at reasonable times other than that allowed under Section 6.3 in the event of extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in Source Separated Recyclable Materials and/or Source Separated Organic Waste Processing costs, changes in the market value of Recyclable Materials from the values assumed in Contractor's Proposal, inaccurate estimates by the Contractor of its proposed cost of operations, unionization of Contractor's work force, or change in wage rates or employee benefits. Contractor may request an extraordinary adjustment based on changes in a direct per ton fee assessed at the Disposal Site by federal, State or local regulatory agencies after the Effective Date. Extraordinary rate adjustments shall only be effective after approval by City Council, may not be applied retroactively and shall undergo a majority protest process if such adjustments increase rates above those currently in effect.

For each request for an adjustment to the maximum rates that Contractor may charge Customers brought pursuant to this section, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.

Contractor shall provide to City a report of its annual revenues and expenses for the services provided in the City prepared by a Certified Public Accountant or a licensed public accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I. Such Certified Public Accountant or licensed public accountant shall be entirely independent of the Contractor and shall have no financial interest whatsoever in the business of the Contractor. City shall have right to audit this information in connection with the City's review of Contractor's rate adjustment request. City shall review the Contractor's request and, in City's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City's approval of an extraordinary rate adjustment request made in response to a change in the City of Gardena's Municipal Code shall not be unreasonably withheld. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 2.10.

6.6 Change in Approved Disposal Facility

Contractor or City can request a rate increase or decrease due to a change in the Approved Disposal Facility location. Transportation costs, as well as gate rates, will be considered. Any change in the Approved Disposal Facility selected for use by Contractor must be approved by

the City in advance. A rate adjustment for change of the Approved Disposal Facility will not become effective until approved by the City Council and will not be retroactively applied.

ARTICLE 7: REVIEW OF SERVICES AND PERFORMANCE

7.1 Performance Hearing

City may hold a meeting or a public hearing annually to review Contractor's Solid Waste Collection efforts, source reduction, Processing and other diversion services, and overall performance under this Agreement (the "Solid Waste Services and Performance Review Meeting"). The purpose of the Solid Waste Services and Performance Review Meeting is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, Processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided by Contractor with adequate quality, effectiveness and economy, and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Meeting shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints, results of route audits, and Contractor performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Meeting.

City shall notify Contractor of its intent to hold a Solid Waste Services and Performance Review Meeting at least sixty (60) days in advance thereof. Thirty (30) days after receiving notice from City of a Solid Waste Services and Performance Review Meeting, Contractor shall submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

- a) Current diversion rates and a report on Contractor's outreach activities for the past year.
- b) Recommended changes and/or new services to improve City's ability to meet the goals of AB 939, AB 341, AB 1826, SB 1383, and any current or future regulations, and to contain costs and minimize impacts on rates. A specific plan for regulatory compliance shall be included.
- c) Any specific plans for provision for new or changed services by Contractor.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Meeting. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Meeting, and any Customer may submit comments or complaints during or before the Meeting, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Meeting.

As a result of its findings following any Solid Waste Services and Performance Review Meeting, City may require Contractor to provide expanded or new services within a reasonable time and City may direct or take corrective actions for any performance inadequacies (although nothing contained in this provision should be construed as requiring City to hold a Solid Waste Services and Performance Review Meeting in order to enforce any rights or remedies it has pursuant to the terms hereof.) Should City require expanded or new services as a remedy for Contractor's failure to perform its obligations hereunder, no additional compensation shall be due for such services.

7.2 Performance Satisfaction Survey

Contractor will conduct a survey at Contractor's expense at request of City or in preparation for this hearing, but not more than once every two years. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by the Contractor. Survey will be distributed to a minimum of 10% of Residential Customers and 10% of Commercial Customers, selected at random. Contractor will prepare separate Residential and Commercial Customer surveys and will seek City approval of survey content and format prior to distribution and will incorporate City content, if City requests. Survey results must be made available to the City 30 days prior to hearing.

ARTICLE 8: RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.1 General

Contractor shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Laws and regulation and to meet the reporting and Solid Waste program management needs of City. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

8.2 Records

8.2.1 General

Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Contractor will notify City 90 days before destroying records.

Contractor shall maintain adequate records, and corresponding documentation, of information required by this Agreement, such that the Contractor is able to produce accurate monthly and annual reports and is able to provide records to verify such reports. Contractor will make these records available and provide to the City any record or documentation necessary for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 901, SB 1383, and other current or future federal, State, or local regulations, as amended. Upon request by the City, Contractor shall provide access to Contractor's requested records in a timely manner, not to exceed ten (10) Business Days from the time of City's request to Contractor.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years. City may review or utilize any of the records described in this section for any purpose whatsoever.

8.2.2 Financial Records

Financial records shall be maintained and expense and revenue information for City shall be segregated from other areas served by Contractor.

Where the allocation of expenses or revenues to various categories of Customers is required to develop equitable rates that reflect the cost of service, Contractor shall segregate such expenses and revenues.

Contractor shall maintain at least the following records:

- a) Reviewed financial statements for Contractor or, if a guarantee was provided, for the parent Contractor guarantor as a whole;
- b) Financial statements (compiled, reviewed or audited) of revenue and expense for this Agreement (including without limitation those operations of Contractor in City and surrounding jurisdictions which are not covered by this Agreement); and,
- c) Complete descriptions of related party transactions (corporate and/or regional management fees, inter-Contractor profits from transfer, Processing or Disposal operations).

8.2.3 Solid Waste Records

Contractor shall maintain and make available to the City upon request the following records relating to its operations pursuant to this Agreement:

- a) Customer services and Billing/City payment records;
- b) Records of tons Collected, Processed, Diverted and Disposed by waste stream (Refuse, Source Separated Recyclable Materials, Source Separated Organic Waste), by Customer type (Single-Unit, Multi-Unit, Commercial, and Roll-Off Box), and the Facilities (Transfer Station, MRF, Organic Waste Processing Facility, or landfill) where such material was taken;
- c) Quantity of Source Separated Recyclable Materials recovered by material type, as well as quantity of material Diverted from landfills in compliance with AB 939;
- d) Special cleanup event results and Special Event tonnages, including tons Disposed and Diverted;
- e) Routes;
- f) Facilities, equipment and personnel used;
- g) Facilities and equipment operations, maintenance and repair;

- h) Number and type of Refuse, Source Separated Recyclable Materials and source Separated Organic Waste Containers in service;
- i) Complaints; and,
- j) Missed pickups.

8.2.4 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) and provide a copy or summary of the reports required in Section 8.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City. Contractor agrees to notify City's Risk Manager and City Attorney before destroying such records and to offer records to the City. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

8.2.5 Disposal Records

Contractor shall maintain records of Disposal of all Solid Waste Collected in City for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Contractor discontinues providing Solid Waste services to City, Contractor shall provide all records of Disposal or Processing of all Solid Waste Collected in City within thirty (30) days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

8.2.6 Compilation of Information for State Law Purposes

Contractor shall maintain accurate records for its operation, including, but not limited to, Discarded Materials quantities Collected and quantities Transported to or Transferred to each Approved Facility, listed separately by material type, Customer type, and Facility. Records shall be maintained in such form by methods that facilitate the use of data for the production of reports as needed. Contractor will make these records available and provide to the City any record or documentation necessary for the City or County to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, AB 1595, SB 1383, and other current or future federal, State, or local regulations, as amended.

8.2.7 Other Programs' Records

Records for other programs shall be tailored to specific needs. In general, they shall include:

- a) Plans, tasks, and milestones; and,

- b) Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

8.2.8 Cost of Audit

City may conduct an audit of Contractor at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

- a) Compliance with terms of this Agreement;
- b) Customer service levels and Billing;
- c) Fee payments;
- d) Receipts;
- e) Tonnage;
- f) Complaint log;
- g) Compliance with Mandatory Commercial Recycling, Mandatory Commercial Organics Recycling, and SB 1383; and,
- h) Verification of Diversion rate.

The first audit, to be performed during 2024, will be based on the Contractor's reports and records for the eighteen months ending December 31, 2023. Audits will be performed every other year thereafter (the biennial audit). Contractor will reimburse to the City the cost of such audits for each subsequent biennial audit. Up to seventy thousand dollars (\$70,000) will be reimbursed for 2023 audit and shall be increased annually by two percent (2%).

Should an audit by the City disclose that Franchise or other fees payable by the Contractor were underpaid by three percent (3%) or more, or that more than two percent (2%) of the sampled Customers' rates were inaccurately billed, for the period under review, Contractor shall pay for additional audit costs, if City determines it is necessary to expand the scope of the audit.

8.2.9 Payments and Refunds

Should an audit by the City disclose that the Franchise Fees payable by the Contractor were underpaid or that Customers were overcharged for the period under review, Contractor shall pay to City any underpayment of Franchise Fees and/or refund to Contractor's Customers any overcharges within thirty (30) days following the date of the audit. Should an audit disclose that Franchise Fees were overpaid, City shall refund to Contractor the amount of the overpayment within the same time frame.

8.3 Reports

8.3.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City. In addition to submitting all reports on paper, Contractor agrees to submit all reports in an electronic format approved by City, compatible with City's software/computers at no additional charge. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- a) Determine and set rates and evaluate the efficiency of operations;
- b) Evaluate past and expected progress towards significantly exceeding AB 939 goals and objectives and complying with SB 1383 requirements;
- c) Determine needs for adjustment to programs; and,
- d) Evaluate Customer service and complaints.

Monthly reports shall be submitted within twenty (20) calendar days after the end of the calendar month. Quarterly reports shall be submitted within thirty (30) calendar days after the end of the calendar quarter. Annual reports for which a date is not otherwise specified in this Agreement shall be submitted within thirty (30) calendar days after the end of the calendar year. If requested, Contractor's complaint summary, described in Section 5.2.2, shall be sent to the City Manager within five (5) days of request. All reports shall be submitted electronically to:

City Manager (or designated representative)
City of Gardena
1700 West 162nd Street
Gardena, CA 90247

8.3.2 Monthly Reports

The information listed shall be the minimum reported:

- a) Gross receipts for the month by sector (Residential, Commercial, Roll-Off)
- b) Tonnage Report
 - 1. Contractor shall report the total quantities in Tons of Discarded Materials Collected, Transferred, Processed, and Disposed by the Contractor, all of which shall be based on actual certified scale weights for each load, if available, or similarly accurate methodology pursuant to weighing protocols in Section 6.4 of Exhibit 6. Tonnage shall be reported separately by:
 - a. Material type, which shall include, at a minimum, separate reporting of

Source Separated Recyclable Materials, Source Separated Organic Waste, Gray/Black Container Waste, and any other type of Discarded Material separately Collected by Contractor (including, but not limited to: Bulky Items, used oil, mixed C&D, dirt, rock, metals, cardboard, wood waste, reusable items, salvageable materials, etc.);

- b. Customer/sector type (Single-Unit, Multi-Unit, Commercial Roll-off, C&D); and,
 - c. Approved Facility and Facility type.
- 2. Report Residue level and Tonnage for all Discarded Materials Processed, listed separately by material type Collected and Approved Facility(ies) used.
 - 3. Source Separated Recyclable Materials Tonnage marketed, by commodity, and including average commodity value for each, and Processing Residue Tonnage Disposed, listed separately by material type Collected and Approved Facility(ies) used.
 - 4. Documentation of all Discarded Materials exported out of State, as provided in 14 CCR Sections 18800 through 18813.
 - 5. Tonnage Collected by month separately for each C&D project site and other data as it relates to the C&D services described in this Agreement.

c) Collection and Subscription Report

- 1. Number of Containers at each Service Level by Customer Type and program, including:
 - a. A summary of the total gallons of Cart service, cubic yards of Bin service, and pulls; and cubic yards or Tons of Drop Box and Compactor service by Customer Type.
 - b. Calculation of the average volume of service received per: Single-Unit Residential Premises (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Unit Residential Premises; and, Commercial Customer.
- 2. Documentation of the universal service enrollment process including a copy of the City-wide Generator enrollment level evaluation conducted pursuant to Section 5.8 of this Agreement.
- 3. List of all Commercial and Multi-Family Customers with Solid Waste service. Such list shall include each such Customer's service address and subscribed Solid Waste, Recyclable Materials, and Organic Materials Service Levels. The list should

include all information in one line for each Customer illustrating the Service Level for each Material Type and the total Service Level for all Material Types the Customer has subscribed to.

4. Number of Bulky Item/Reusable Materials Collection events by Customer Type.
5. The total number of de minimis waivers, and physical space constraint waivers granted in the month, including the Generator name and address for each waiver.
6. The number of waiver reverifications performed by the Contractor pursuant to Section 5.2.5 of this Agreement in the month, if any, including a copy of documentation for each reverification inspection, which shall include, at a minimum: the Generator's name, address, and Generator type; the type of waiver being verified; any photographic or other evidence collected during the inspection; and the resulting recommended conclusion by the Contractor regarding the validity of the waiver. The Contractor shall provide a summary of recommendations to the City of all waivers which the Contractor concludes to no longer be warranted.
7. Number of Bulky Item/Reusable Materials Collection pickups by Customer Type.

d) Contamination Monitoring Report

The Contractor shall submit the following information regarding contamination monitoring Hauler Route reviews conducted pursuant to Section 5.5 of this Agreement:

1. The number of Hauler Route reviews conducted pursuant to Section 5.5 of this Agreement;
2. Description of the Contractor's process for determining the level of contamination;
3. Summary report of non-Collection notices and/or contamination Processing fee assessment notices issued, which for each notice shall include the date of issuance, Customer name, and service address;
4. A record of each inspection and contamination incident, which shall include, at a minimum:
 - a. Name of the Customer
 - b. Address of the Customer
 - c. The date the contaminated Container was observed
 - d. The staff who conducted the inspection

- e. The total number of violations found, and a description of what action was taken for each
 - f. Copies of all notices, and enforcement orders issued or taken against Generator with Prohibited Container Contaminants
 - g. Any photographic documentation or supporting evidence.
- 5. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants;
 - 6. A list of all Customers assessed contamination Processing fees, pursuant to Section 5.5 of this Agreement, reported separately by Single-Unit Residential Premises, Multi-Unit Residential Premises, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the contamination Processing fee, and the total number of instances contamination Processing fees were assessed in the month and the total amount of fees collected in the month.
 - 7. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

e) Customer Service Report

- 1. Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for service information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims). These complaints and inquiries shall be documented and reported separately from SB 1383 noncompliance complaints or other regulatory noncompliance complaints.
- 2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City, presented in a graph format, which compares total missed Collections in the City during the current report period to total missed Collections in the City in past reporting periods.
- 3. Number of new service requests for each Customer type and requested service(s).
- 4. Contractor shall maintain a record of all SB 1383 noncompliance complaints and responses pursuant to Section 5.2.4 of this Agreement and submit the following information:
 - a. Total number of complaints received, and total number of complaints investigated
 - b. Copies of documentation recorded for each complaint received, which shall

at a minimum include the following information:

- i. The complaint as received;
 - ii. The name and contact information of the complainant, if the complaint is not submitted anonymously;
 - iii. The identity of the alleged violator, if known;
 - iv. A description of the alleged violation; including location(s) and all other relevant facts known to the complainant;
 - v. Any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and,
 - vi. The identity of any witnesses, if known.
- c. Copies of all complaint reports submitted to the City, pursuant to Section 5.2.4.A of this Agreement.
 - d. Copies of all investigation reports submitted to the City pursuant to Section 5.2.4.B of this Agreement, which shall include at a minimum:
 - i. The complaint as received;
 - ii. The date the Contractor investigated the complaint;
 - iii. Documentation of the findings of the investigation;
 - iv. Any photographic or other evidence collected during the investigation; and,
 - v. Contractor's recommendation to the City on whether or not the entity investigated is in violation of SB 1383 based on the Contractor's investigation.

f) Generator Waivers

Contractor shall provide a report that documents each Generator waiver request reviewed by Contractor, which are required by Section 5.2.5. Identify in the report the Generator name and service address, the type of waiver requested, the status of the waiver (accepted, denied, pending), and other information reasonably requested by the City.

g) Education Program Report

The monthly status of activities identified in the public education plan described in

Section 5.3 of this Agreement.

h) Discarded Materials Evaluation Reports

In accordance with Section 6.6 of Exhibit 6, Contractor shall provide reports of evaluations of Discarded Materials conducted at Approved Facilities.

8.3.3 Quarterly Reports

The information listed below shall be the minimum reported:

- a) A summary of the monthly reports showing Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste (Refuse, Recycling, Green Waste) in tons, Customer type (Residential, Commercial and Roll-Off Box) and the Facilities where the tons were processed or disposed. Diversion, contamination and residue rates shall be calculated for the quarter, based on this tonnage.
- b) Gross receipts for the quarter by sector (Residential, Commercial, Roll-Off).
- c) Warning notices issued for contaminated Recyclable Materials and Green Waste Containers.
- d) Narrative summary of problems encountered, and actions taken with recommendations for City, as appropriate.
- e) Quantity of Recyclable Materials recovered by material type, as well as quantity of material diverted from landfills in compliance with AB 939;
- f) Description of Contractor outreach activities and copies of promotional and public education materials sent during the quarter.
- g) Other information or reports that City may reasonably request or require.

8.3.4 Annual Report

In addition to the monthly and quarterly reporting requirements in Section 8.3.2 and 8.3.3, the Contractor shall provide an Annual Report, covering the most recently completed calendar year. The Annual Report shall include the information in the following subsections. The Annual Report is to be essentially in the form and content of the monthly and quarterly reports, but shall also include:

- a) A summary of the number of Containers in service as of December 31 by size (number of gallons, number of yards), sector (Residential, Commercial, Roll-Off), service frequency, and type of service (Refuse, Recycling, Green Waste).
- b) A complete inventory of vehicles used to provide all services, including make, year, type, fuel used, use, California license number and whether or not it is used as a spare.

- c) Number of routes and route hours per day by type of service as of December 31.
- d) Other information or reports that County may reasonably request or require.
- e) Collection and Subscription Report
 - 1. A summary of all data provided in the Tonnage Report section, including quarterly and annual totals and averages.
 - 2. The type(s) of Collection service(s) provided, a list of all hauler routes serviced, and a record of the addresses served on each hauler route.
 - 3. A summary of Customer subscription data, including the number of accounts; the total number of Generators enrolled with Contractor for service, listed separately by service level and Container type (Cart, Bin, and Roll-Off service), separately by Single-Unit Residential Premises, Multi-Unit Residential Premises, and Commercial Customers, and separately for each type of Discarded Material; and the number of Bulky Items Collections performed.
 - 4. A detailed list of Single-Unit Residential Premises, Multi-Unit Residential Premises, and Commercial Customer information, including Gray/Black Container Waste, Source Separated Recyclable Materials, and Source Separated Organic Waste Service Levels, Customer type, and Customer service addresses reflecting Customer Service Levels as of June 30 (for the year in which the report is submitted).
 - 5. The number of C&D Collection sites served and Tonnage Collected, Tonnage diverted, and Diversion level for each C&D Collection site.
- f) Processing Facility Report
 - 1. Temporary Equipment or Operations Failure: If the Contractor is granted a Processing facility temporary equipment or operational failure waiver, in accordance with Section 4.5.15 of the Agreement, the Contractor shall include the following documents and information:
 - a. The number of days the Processing Facility temporary equipment waiver or operation failure waiver was in effect;
 - b. Copies of any notifications sent to the City pursuant to Section 4.5.15.C of the Agreement, and copies of City notices to Contractor pursuant to Section 4.5.15.C of the Agreement;
 - c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,

- d. A record of the tons of Source Separated Recyclable Materials, Source Separated Organic Waste, and/or Gray/Black Container Waste redirected to an Alternative Facility or Disposed at an Approved Disposal Facility as a result of the waiver, recorded by Collection vehicle or Transfer vehicle number/load, date, and weight.
2. Quarantined Organic Waste: A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a Landfill.
3. Compostable Plastics in Green Containers: Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics included with the Source Separated Organic Waste Transported to the Approved Organic Waste Processing Facility.
4. Plastic Bags in Green Containers: Written notification to the City that the Approved Organic Waste Processing Facility has and will continue to have the capabilities to Process and recover plastic bags when it recovers Source Separated Organic Waste.

g) Public Education and Outreach Report

1. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 5.3 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
3. The number of Organic Generators and Commercial Edible Food Generators that received information and the type of education and outreach used.
4. For any mass distribution through mailings or bill inserts, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
5. A copy of electronic media, including the dates posted of: social media posts, e mail communications, or other electronic messages.
6. Contractor shall maintain a record of all technical assistance efforts conducted

pursuant to Section 5.7 of the Agreement, including:

- e. The name and address of the Customer/Generator receiving technical assistance, and account number, if applicable.
 - f. The date of any technical assistance conducted and the type of technical assistance, including, but not limited to: site visits, waste assessments, compliance assessments, direct outreach, workshops, meetings, events, and follow-up communications.
 - g. A copy of any written or electronic educational materials distributed during the technical assistance process.
7. A copy of all special event reports submitted to the City in accordance with Section 4.4.8 of the Agreement.

h) Compliance Monitoring and Enforcement Report

- 1. A summary of the total number of SB 1383 non-compliance complaints that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints, in accordance with Section 5.2 and Section 8.3.2.e of the Agreement.
- 2. The total number of Hauler Route reviews conducted pursuant to Section 5.6 of the Agreement.
- 3. The number of inspections conducted by type for Commercial Edible Food Generators, Food Recovery Organizations, and Commercial Businesses.
- 4. A copy of written and/or electronic records and documentation for all audits, studies, compliance reviews, and all other inspections conducted pursuant to Section 5.6 of the Agreement.
- 5. The number of Commercial Businesses that were included in a compliance review performed by the Contractor, and the number of violations found and corrected through compliance reviews, if different from the number reported in subsection 4.f. of this Section; including a list with each Generator's name or account name, address, and Generator type.
- 6. The total number of Notices of Violation issues categorized by type of Generator.
- 7. The number of enforcement actions that were resolved, categorized by type of Generator.
- 8. Copies of all written notices, violations, educational materials, or other

enforcement mechanisms issued to noncompliant Generators.

i) Food Recovery Program Support

1. The number of Food Recovery Services and Food Recovery Organizations located and operating within the City that contract or have written agreements with Commercial Edible Food Generators for Food Recovery.
2. The number of Generators participating in the Edible Food recovery program, as described in Section 4.3.7 of the Agreement.

j) Vehicle and Equipment Inventory

1. A list of all vehicles used in performing services under this Agreement including license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at June 30.
2. If applicable, the name, physical location, and contact information of each entity, operation, or facility from whom the RNG was procured.
3. If applicable, the total amount of RNG procured by the Contractor for use in Contractor vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.

k) Customer Revenue and City Fee Payment Report. Provide a statement detailing Gross Revenue from all operations conducted or permitted pursuant to this Agreement and report of all City fees paid in accordance with Article 3 of this Agreement. The Annual Report is to be essentially in the form and content of the quarterly report, but shall also include:

1. A summary of the number of Containers in service as of December 31 by size (number of gallons, number of yards), sector (Residential, Commercial, Roll-Off), service frequency, and type of service (Refuse, Recycling, Green Waste).
2. A complete inventory of vehicles used to provide all services, including make, year, type, fuel used, use, California license number and whether or not it is used as a spare.
3. Number of routes and route hours per day by type of service as of December 31.
4. General information about the Contractor and its most recent annual report.

5. Other information or reports that County may reasonably request or require.

8.4 Reporting Adverse Information

Contractor shall provide City an electronic copy to the City Manager and the City Attorney of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies shall be submitted to City simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to said agencies need not be routinely submitted to City but shall be made available to City promptly upon City's written request.

8.5 Right to Inspect Records

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its related party entities that City shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Contractor's performance provided for in this Agreement. Contractor shall make all records and documents to be reviewed and inspected by the City as a part of any audit or other record review conducted by the City, available for the City's review, inspection and copying within five business days (excluding Saturday, Sunday and holidays included in Section 4.5.1) of receiving written notice from the City requesting the same.

8.6 Failure to Report

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement as described in Section 11.1 and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise.

8.7 Public Records

All reports made to the City pursuant to this Agreement shall be deemed public records for purposes of the City's use, any litigation, and public records requests made pursuant to the California Public Records Act (Statutes of 1968, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48).

ARTICLE 9: INDEMNIFICATION, INSURANCE AND BOND

9.1 General Indemnification

Without regard to the limits of any insurance coverage, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless (to the full extent permitted by law) City and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including attorneys' and expert witness fees) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance, and the performance of any Subcontractor, or agent of Contractor, under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City. This Section 9.1 shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal and/or equitable rights as defined herein and permitted under Applicable Law.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.2 Hazardous Substance Indemnification

- A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold Indemnitees harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:
 - 1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnatee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or
 - 2. Relates to material Collected, transported, recycled, processed, treated or disposed of by Contractor.
- B. Contractor's obligations pursuant to this section shall apply, without limitation, to:

1. Any Claims brought pursuant to or based on the provisions of any Environmental Law;
 2. Any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Contractor of any Facility;
 3. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, Processing or use of any materials recovered by Contractor;
 4. Any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.
- C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.
- D. For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Substance any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.
- E. **THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

9.3 Related to AB 939, AB 341, and SB 1383

Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by the Contractor with respect to the Contractor's obligations under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports to regulators in a timely manner. This indemnity is subject to the provisions of Public Resources Code § 40059.1.

9.4 Insurance

City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid defense and hold harmless agreements, because of acceptance by City or the deposit with City by Contractor of the insurance policies described in this provision.

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.
3. Environmental/Pollution Liability Insurance in a form acceptable to the City Attorney.
4. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. Contractor shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, Personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.
2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.
3. Environmental/Pollution Liability Insurance. Five Million Dollars (\$5,000,000) per loss and annual aggregate applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed; clean-up costs, including first party cleanup of the City's property and third-party cleanup, and bodily injury costs if pollutants impact other properties; and defense, including costs, fees and expenses incurred in the investigation, defense, or resolution of claims. Coverage shall include completed operations and shall apply to sudden and non-sudden pollution conditions. Coverage shall apply to acts, errors or omissions arising out of, or in connection with, Contractor's scope of work under this Agreement. Coverage shall also apply to non-owned deposit sites ("NODS") that shall protect against, for example, claims regarding bodily injury, property damage, and/or cleanup costs involving NODS. Coverage is preferred by the City to be occurrence based. However, if provided on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement, and that continuous coverage shall be maintained, or an extended discovery period will be exercised through completion or termination of this agreement for a minimum of five (5) years. This provision does not limit or alter any rights or remedies to City allowable under this agreement and/or applicable law in perpetuity.
4. Technology Professional Liability Errors and Omissions Insurance: (Cyber Liability) appropriate to the Contractor's profession and industry practice,

with limits not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage for cyber risks shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor under this Agreement and shall include, but not be limited to claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response notification and remediation costs, regulatory fines and penalties, credit monitoring expenses, electronic funds transfer losses, electronic data restoration expenses, and business interruption costs with limits sufficient to respond to these obligations, in the sole discretion of the City Attorney.

5. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City, which approval shall not be unreasonably withheld. If, in the reasonable opinion of City, Contractor does not have sufficient financial resources to protect City from exposure with respect to any deductibles or self-insured retentions, at the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects City, its officials, employees and agents; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Environmental Liability and Automobile Liability Coverages
 - a) City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; Premises owned, leased or used by Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.
 - b) Contractor's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards,

commissions, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.
 - d) Coverage shall state that Contractor'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.
 - 2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Contractor for City.
 - 3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- E. Scope of Coverage.** All of the above policies of insurance shall be primary insurance and shall name the City, its electives and appointive boards, commissioners, officials, officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its electives and appointive boards, commissioners, officials, officers, employees, agents, and their respective insurers. In the event any of said policies of insurance are cancelled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.4 to the City.
- F. Acceptability of Insurers.** The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category XIII or larger and a rating classification of A or better.
- G. Verification of Coverage.** Simultaneously with the execution of this Agreement, Contractor shall furnish City with certificates of insurance evidencing the coverage required herein, in form and substance satisfactory to City. The certificates for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. No work under this Agreement shall commence until Contractor has provided City with the Certificate(s) of Insurance or appropriate insurance binder(s) evidencing the required insurance coverage and said Certificate(s) of Insurance or binder(s) are approved by the City, which appraisal shall not be unreasonably withheld. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If City requests, copies of each policy, together

with all endorsements, shall also be promptly delivered to City throughout the term of the Agreement.

H. Companies and Subcontractors. Contractor shall include all Companies and Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Contractor and Subcontractor. All coverages for Companies and Subcontractors shall be subject to all of the requirements stated herein.

I. Required Cancellation Notices:

1. The certificate of insurance for the Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager (or designated representative)
City of Gardena
1700 West 162nd Street
Gardena, CA 90247

2. The certificate of insurance for the Public Liability policy shall contain endorsements in substantially the following form:

- a) "Thirty (30) days prior written notice shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager (or designated representative)
City of Gardena
1700 West 162nd Street
Gardena, CA 90247

- b) "City, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."
- c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
- d) "Inclusion of City as an insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy shall protect Contractor and City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Contractor's liability as set forth in the

policy beyond the amount shown or to which Contractor would have been liable if only one party had been named as an insured."

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the Term.

J. Other Insurance Requirements

1. In the event any services are delegated to a Contractor or Subcontractor, Contractor shall require such Contractor or Subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the Contractor or Subcontractor's employees engaged in the work in accordance with this Section 9.4. The liability insurance required by this Section 9.4 shall cover all Contractor or Subcontractors or the Contractor or Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 9.4.
2. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Contractor or any Contractor or Subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to City.

If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Contractor's expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due Contractor.

9.5 Faithful Performance Bond

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of Six Hundred Thousand Dollars (\$600,000), similar to the form provided in Exhibit 4, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force (through annual renewals) until released in accordance with Section 9.9.

9.6 Faithful Performance Letter of Credit

In addition to a faithful performance bond as noted in Section 9.5 above, Contractor shall furnish an irrevocable letter of credit in the amount of Six Hundred Thousand Dollars (\$600,000), from

a financial institution acceptable to the City and in a form acceptable to the City Attorney as security for the performance of this Agreement (the "LOC"). The LOC shall be the sole responsibility of Contractor and shall remain in force until released in accordance with Section 9.9.

9.7 Forfeiture of Performance Bond

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond be forfeited to the City that is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within 30 days of the City's declaration. Failure to restore the performance bond to its full amount within 30 days shall be a material breach of the Agreement.

9.8 Forfeiture of Letter Of Credit

Thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, City may draw upon the LOC for purposes including, but not limited to:

- a. Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City
- b. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor, including but not limited to the liquidated damages described in Section 11.4.

City may draw upon the entire LOC and convert it to a cash deposit if Contractor fails to cause the LOC to be extended or replaced with another satisfactory letter of credit no later than 60 days prior to its expiration during the term hereof.

9.9 Performance Security Beyond Service Term

Some Agreement requirements extend beyond the Term of this Agreement and will not be substantiated until after the final service date. Therefore, the Contractor shall not terminate the performance bond or letter of credit and will renew them to ensure continuous availability to the City, until receiving a written release from the City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met. However, permission from the City to discontinue holding these performance securities does not relieve Contractor of payments to the City that may be due or may become due.

ARTICLE 10: CITY'S RIGHT TO PERFORM SERVICE

10.1 General

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, process, transport or dispose of any or all Solid Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than two business days, excluding Saturday, Sunday and holidays listed in Section 4.5.1, and if, as a result thereof, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; and/or (2) to take possession of any or all of Contractor's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, and to use such property to Collect and transport any Solid Waste generated within City which Contractor would otherwise be obligated to Collect, transport and properly dispose of or process pursuant to this Agreement.

Notice of Contractor's failure, refusal or neglect to Collect, transport and properly dispose of or process Solid Waste may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one business day, excluding Saturday, Sunday and holidays listed in Section 4.5.1 of the oral notification.

Contractor further agrees that in such event:

A. It will take direction from City to affect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

B. It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

C. City may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, including, if City so desires, employees previously or then employed by Contractor, Contractor further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Contractor whose services are necessary or useful for Solid Waste Collection, transportation, Processing and Disposal operations and for the Billing and Collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.5, City shall pay to Contractor the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Contractor has rendered bills in advance of service, for the class of service involved.

10.2 Temporary Possession of Contractor's Property

If City suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 11.5), City may take possession of and use all of Contractor's property described above until other suitable arrangements can be made for the provision of Solid Waste Services which may include the grant of a Franchise to another waste hauling contractor.

10.3 Billing and Compensation to City During City's Possession

During such time that City is providing Solid Waste services, as above provided, Contractor shall bill and collect payments from all Contractor-billed Customers as described in Section 5.1. Contractor further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Contractor under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission.

10.4 City's Right to Relinquish Possession

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Contractor and thereupon demand that Contractor resume the Solid Waste services as provided in this Agreement, whereupon Contractor shall be bound to resume the same.

10.5 City's Possession Not A Taking

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article (1) does not constitute a taking of private property for which compensation must be paid, (2) will not create any liability on the part of City to Contractor, and (3) does not exempt Contractor from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section provided that the Contractor is not required to indemnify the City against claims and damages arising from the sole negligence of the City, its elected and appointed boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

10.6 Duration of City's Possession

City's right pursuant to this Article to retain temporary possession of Contractor's facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Contractor, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Contractor's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Contractor.

ARTICLE 11: DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.1 Events of Default

Contractor's breach of each and any provision of the Franchise or this Agreement may constitute a default hereunder to the extent Contractor's performance, services or obligations under this Agreement are materially and adversely impacted. Events of default by the Contractor include, but are not limited to, the following:

A. Fraud or Deceit or Misrepresentation. If the Contractor engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

B. Insolvency or Bankruptcy. If Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

C. Failure to Maintain Coverage. If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

D. Violations of Regulation. If Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Contractor is entered.

E. Suspension or Termination of Service. If Contractor ceases to provide all or a portion of the Collection, Processing or Recycling services, or any other Solid Waste Handling Services as required under this Agreement, if not excused pursuant to Section 11.5, for a period of two (2) consecutive days or more, for any reason within the control of Contractor.

F. Failure to Pay. If Contractor fails to make any payments required under this Agreement and/or refuses to provide City, within ten (10) days of the demand, with required information, reports, and/or records in a timely manner as provided for in the Agreement.

G. Failure to Cooperate with Audits. Failure to complete, perform or cooperate with any audit as described by this Agreement.

H. Failure to Submit Reports or Documentation. Failure to complete or to provide required reports or documents to City as required by this Agreement.

I. Acts or Omissions.

A. Any act or omission by Contractor relative to the services provided under

this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time (AB 939), or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Contractor. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter shall constitute a default by Contractor.

B. Any situation in which Contractor or any of its officers, directors or employees are found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Contractor. The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors or employees is guilty as well as any admission of guilt by Contractor or any of Contractor's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge."

J. **False or Misleading Statements.** Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

K. **Attachment.** The seizure of, attachment of, or levy on, the operating equipment of Contractor, including, without limits, its equipment, maintenance or office facilities, or any part thereof.

L. **Failure to Provide Assurance of Performance.** If Contractor fails to provide reasonable assurances of performance as required under Section 11.7.

M. **Commingling of Source Separated Recyclable Materials, and/or Source Separated Organic Waste With Refuse/Landfilling of Source Separated Recyclable Materials and/or Source Separated Organics Materials.** If Contractor empties a Container of properly set out Source Separated Recyclable Materials and/or Source Separated Organic Waste into a Refuse load, or Transports Source Separated Recyclable Materials and/or Source Separated Organic Waste to a landfill or other location at which the material will not be diverted from landfilling.

N. **Diversion Requirement.** If Contractor does not reach Diversion requirement of 27% of all tonnage Collected by Contractor under this Agreement per Section 4.2.6 for two consecutive calendar years or fails to make reasonable efforts to assure that Source Separated Recyclable Materials are transported, handled and processed at a suitable Facility, so as to

maximize Diversion credits for the City.

O. Failure to Provide Processing Capacity. Contractor fails to provide adequate Processing capacity in accordance with Exhibit 6, which is essential for the City to achieve SB 1383 compliance.

P. Failure to Achieve Processing Standards. Contractor fails to achieve the Processing standards specified in Exhibit 6, including achievement of minimum Organic Waste recovery rates, which are essential for the City to achieve SB 1383 compliance.

Q. Failure to Comply with Other Requirements of SB 1383. Contractor fails to comply with other requirements of the Agreement including, but not limited to, public education, reporting, contamination monitoring, recordkeeping and reporting, or other obligations of this Agreement that delegate the City's responsibility and/or authority under SB 1383 to the Contractor.

R. Failure to Implement Collection Program. Contractor fails to implement a Collection program that complies with the requirements of Article 4, which is essential for the City to achieve compliance with SB 1383.

Contractor shall have two business days, excluding Saturdays, Sundays and holiday included in Section 4.5.1, from the time it is given notification by City to cure any default arising under subsections E, F, G, H, J, K, L and M provided, however, that City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach within a twenty-four (24) month period. It is expressly understood that Contractor is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections A, B, C, D, I, N, O, P, Q and R above.

For other actions not listed above, or included in 11.2 below, City will provide Contractor with a written notice setting forth the nature of the breach or failure and the actions, if any, required by Contractor to cure such a breach or failure. Contractor shall be deemed in default where: (1) breach or failure can be cured but Contractor fails to cure within thirty (30) days.

11.2 Criminal Activity of Contractor

Should the Contractor or any of its officers, directors or employees be found guilty of felonious conduct related to the performance of this Contract, or of felonious conduct related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials, the City reserves the right to unilaterally terminate this Contract or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. Such action shall be taken after Contractor has been given notice and opportunity to present evidence in mitigation. The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors or employees is guilty and any admission of guilt by Contractor or any of Contractor's officers, directors or employees including, but not limited to,

the plea of “guilty”, “nolo contendere”, “no contest”, and “guilty to a lesser charge” entered as part of any plea bargain. If the Agreement is terminated pursuant to the above, such termination shall not occur if, within six months after City determines to terminate, the Contractor completes a transfer of its contract rights and obligations to an individual or entity acceptable to the City pursuant to this Agreement.

11.3 Notice, Hearing and Appeal of Contractor Breach.

Upon a default by Contractor, City may, at its discretion, provide Contractor with a written notice of intent to terminate this Agreement that includes the following:

1. A description of the evidence upon which the decision to terminate is based
2. That Contractor has a right to a hearing prior to the City’s termination of the Agreement

This hearing is to be scheduled as an open public hearing item at a regularly scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At this hearing Contractor shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at this hearing, the Council may, by adopted resolution, act as follows:

1. Decide to terminate this Agreement; or,
2. Determine that Contractor is innocent of a default and, accordingly, dismiss the Termination Notice of any charges of default; or,
3. Impose conditions on a finding of default and a time for cure, such that Contractor’s fulfillment of said conditions will waive or cure any default.

In lieu of conducting an evidentiary hearing on the Termination Notice the City Council may, in its discretion, refer the matter to an independent hearing officer selected by the City Council to take evidence, make findings and provide a recommended decision to the City Council. The City Council may, in its discretion, based on the evidence, accept, reject or modify the findings and/or recommended decision of the hearing officer.

This right of termination is in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

City's right to terminate this Agreement and to take possession of Contractor's Facility are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies

which City may have, including without limitation the provision for Liquidated Damages in Section 11.4 below.

By virtue of the nature of this Agreement, the urgency of timely continuous and high- quality service, the time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled in injunctive relief.

11.4 Liquidated Damages

A. General. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality-of-service commitment in entering this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor

City

Initial Here _____

Initial Here _____

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. Collection Reliability

- a) For each failure, which exceeds ten (10) such failures annually, to Collect Solid Waste from any established Customer account on the scheduled Collection day and not make up the Collection within the time allotted per Section 4.5.2:

\$100.00 per occurrence

2. Collection Quality

- a) For each occurrence or failure to properly return any Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds ten (10) such occurrences annually:

\$100.00 per Container

- b) For each failure to clean up Solid Waste spilled from Solid Waste Containers by Contractor's representatives within ninety (90) minutes that exceeds ten (10) such failures annually:

\$150.00 per occurrence

- c) For each failure to clean up vehicle leaks or spills within the timeframe required by Section 4.5.3.D.6:

\$1000 per occurrence

- d) For each failure follow the cleanup procedures included in Section 4.5.3.D.6:

\$500 per square foot of affected area

3. Customer Responsiveness

- a) For each failure to process Customer complaints as required by Article 5:

\$150.00 per occurrence

- b) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within two (2) business days of request from City or Customer:

\$ 50.00 per day

- c) For each failure to repair or replace a damaged or missing Container within two (2) business days of request from City or Customer:

\$ 50.00 per day

- d) For each failure to process a claim for damages within thirty (30) days from the date submitted to Contractor:

\$100.00

4. Diversification Efforts

For each calendar quarter in which Contractor fails to provide support to the City

within thirty (30) days of quarter-end, documenting that it diverted 27% of the Solid Waste Contractor Collected under this Agreement:

\$25 for each ton below tonnage level necessary to meet 27% Diversion goal

5. Timeliness of Submissions to City

- a) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:
 - i) Monthly Reports: \$400 per day
 - ii) Annual Reports: \$350 per day
- b) For each failure to notify City in advance of a change in contract or service liaison to the City under this agreement: \$1,000 per notice missed

6. Cooperation with Service Provider Transition

- a) For each day routing information requested by City in accordance with Section 12.9 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service: \$1,000/day
- b) For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 12.9: \$1,000/day
- c) For delay in not meeting the requirements contained in Section 12.9 in a timely manner, in addition to the daily liquidated damages for breach under 6(a) and 6(b) above, liquidated damages of: \$35,000

7. Public Education and Outreach

- a) Failure to Perform Public Education and Outreach. For each failure to perform any individual education and outreach activity as required and, in the timeframe, specified by this Agreement.
 - 1st violation - \$50 per occurrence
 - 2nd violation - \$100 per occurrence
 - 3rd and subsequent violations - \$250 per occurrence

8. General Contract Adherence

For each day that Contractor fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met: \$300.00/day

9. SB 1383 Requirements

- a) Use of Unauthorized Facilities. For each individual occurrence of delivering Discarded Materials to a Facility other than an Approved Facility(ies) for each Discarded Material type under this Agreement.

1st violation - \$50 per ton per offense

2nd violation - \$100 per ton per offense

3rd and subsequent violations - \$250 per ton per offense

- b) Failure of Approved Facility(ies) to Meet Limits on Incompatible Materials (if Applicable). For each Ton of Source Separated Recyclable Materials or Source Separated Organic Waste received at the Facility(ies) in a quarterly reporting period when Source Separated Organic Waste recovered after Processing exceeds Incompatible Material thresholds defined in Exhibit 6 Section 6.2.E.2 and 6.2.F.4 if limits on Source Separated Organic Waste in materials sent to Disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred.

1st violation - \$50 per ton per offense

2nd violation - \$100 per ton per offense

3rd and subsequent violations - \$250 per ton per offense

- c) Failure of Approved Facility(ies) to Meet Limits on Source Separated Organic Waste in Materials Sent to Disposal. For each Ton of Source Separate Recyclable Materials or Source Separated Organic Waste received at the Facility(ies) in a quarterly reporting period when Source Separated Organic Waste in the materials sent to Disposal exceeds the thresholds defined in Exhibit 6 Section 6.2.F.2 if limits on Source Separated Organic Waste in materials sent to Disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred.

1st violation - \$50 per ton per offense

2nd violation - \$100 per ton per offense

3rd and subsequent violations - \$250 per ton per offense

- d) Failure to Perform Contamination Monitoring Requirements. For each failure to conduct contamination monitoring in accordance with Section 5.5 of this Agreement. [Amend depending on selected method.]

1st violation - \$50 per route per occurrence or per waste evaluation per occurrence

2nd violation - \$100 per hauler route per occurrence or per waste evaluation per occurrence

- 3rd and subsequent violations - \$250 per route per occurrence or per waste evaluation per occurrence
- e) Failure to Comply with Container Colors Requirements as Required by SB 1383. For each occurrence of Contractor's failure to comply with Container color requirements pursuant to Section 4.5.4.1 of this Agreement.
- 1st violation - \$50 per container occurrence
- 2nd violation - \$100 per container occurrence
- 3rd and subsequent violations - \$250 per container occurrence
- f) Failure to Conduct Compliance Tasks. For each failure to conduct any compliance review, Discarded Materials evaluations pursuant to Section 6.6 of Exhibit 6, and/or other inspection required by this Agreement.
- 1st violation - \$50 per occurrence
- 2nd violation - \$100 per occurrence
- 3rd and subsequent violations - \$250 per occurrence
- g) Failure to Issue Contamination Notices. For each failure of Contractor Collection personnel to issue contamination notices and contaminating Processing fee notices and maintain documentation of issuance as required by Section 5.5 of this Agreement.
- 1st violation - \$50 per route per day
- 2nd violation - \$100 per route per day
- 3rd and subsequent violations - \$250 per route per day
- h) Failure to Conduct Follow-Up Inspections. For each failure to conduct a follow-up inspection as required by Section 5.6 of this Agreement.
- 1st violation - \$50 per occurrence
- 2nd violation - \$100 per occurrence
- 3rd and subsequent violations - \$250 per occurrence

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City. Contractor may present evidence in writing and through testimony

of its employees and others relevant to the incident(s)/non-performance. City will provide Contractor with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

C. Amount. City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

D. Timing of Payment. Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Contractor in default and terminate this Agreement pursuant to Section 11.1, or both.

11.5 Excuse from Performance

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

Labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is excused from performance only to the extent that the following requirements are met:

- Contractor provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval and Contractor shall amend the plan until it meets City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction.
- Contractor shall meet all requirements of this plan or City may revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 11.1, 11.2 and 11.3, in which case Contractor is not excused from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The party claiming excuse from performance shall, within two (2) business days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of Contractor's services caused by one or more of the events excused shall not constitute a default by Contractor under this Agreement. Notwithstanding

the foregoing, however, if Contractor is excused from performing its full obligations under this Agreement for any of the causes listed in this section for a period of forty five (45) days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, in which case the provisions relative to taking possession of Contractor's land, equipment and other property and engaging Contractor's personnel in Article 10 and this Article 11 will apply.

11.6 Notice, Hearing and Appeal of City Breach

Should Contractor contend that City is in breach of this Agreement, it shall file with the City Manager a written request with City for an administrative hearing. Said request shall be made within ninety (90) days of the event or incident which allegedly gave rise to the breach. City shall notify Contractor of the time and date said hearing shall be held within thirty (30) days of receipt of Contractor's request. Contractor shall present its position and all relevant facts after City staff has made its presentation. Contractor shall be notified of City's ruling in writing within fourteen (14) days of the administrative hearing.

If Contractor is not in agreement with the ruling issued by City at the administrative hearing, it shall have the right to appeal this ruling to the City Council. This appeal shall be made in writing to City no later than fourteen (14) days after receipt of the administrative hearing ruling. City shall notify Contractor of the time and date the City Council will review Contractor's allegation. Contractor shall present its position and all relevant facts after staff has made its presentation. Contractor shall be notified in writing within thirty (30) days of the City Council's ruling. Contractor understands and agrees that if it fails to timely and properly exhaust the administrative remedies set forth in this Section, it has no right of action or other claim against the City for breach of this Agreement or otherwise.

11.7 Assurance of Performance

City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

ARTICLE 12: OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Solid Waste Collection services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Companies, Subcontractors and agents. Neither Contractor nor its officers, employees, Companies, Subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

12.2 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws.

12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 Jurisdiction

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the parties agree that this Agreement is made in and will be performed in Los Angeles County.

12.5 Assignment

Except as may be provided for in Article 10 (City's Right to Perform Service), neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section when used in reference to Contractor, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Contractor's

assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

Contractor acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:

- a) Contractor shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
- b) Contractor shall pay the City a transfer fee equal to 1% of the gross revenues times the number of years (pro-rated for partial years) remaining under this Agreement (based on actual rate revenues for the prior 12-months);
- c) Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- d) A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt

to be incurred by the assignee as part of the acquisition of Contractor's operations;
and,

- e) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the sale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Substance; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration.

12.6 Affiliated Companies

Contractor's accounting records shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to City. The costs and revenues associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Contractor in other locations, or with those of an Affiliate.

If Contractor enters into any financial transactions with a Related Party Entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

12.7 Contracting or Subcontracting

This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City, which consent shall not be unreasonably withheld. No such consent shall be construed as making the City a party to such subcontract or subject the City to liability of any

kind to any subcontractor. Contractor shall submit all subcontracts for review and approval by the City and any permitted subcontract shall terminate on or before the termination of this Agreement. All subcontractors shall be licensed as required under State, Federal and local laws and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Contractor shall remain otherwise liable for the full and complete performance of its obligations hereunder.

12.8 Binding on Assigns

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the parties.

12.9 Transition to Next Contractor

Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Handling Services. Contractor's cooperation shall include, but not be limited to, providing both the City and subsequent Solid Waste enterprise with route lists, Billing information, lists of gate or other access codes and information needed for entry to service areas, Container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all Premises covered by this Agreement. In recognition of the difficulty inherent in Customer's difficulty or inability to store two sets of Containers, Contractor shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Contractor shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if parties cannot agree on a phase-out schedule and Contractor does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Contractor's Containers and seek cost reimbursement from Contractor through its performance bond, letter of credit or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (quantity, material type, and size of Containers and pickup days) at least 90 days prior to the transition date and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full calendar day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

12.10 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the parties to it and their representatives, successors and permitted assigns.

12.11 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

12.12 Contractor's Investigation

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

12.13 Condemnation

City fully reserves the rights to acquire Contractor's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the parties set forth in Article 10.

12.14 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City: City Manager (or designated representative)
 City of Gardena
 1700 West 162nd Street
 Gardena, CA 90247

If to Contractor: Mark Tavoukjian, General Manager
 PO Box 2410
 Gardena, CA 90247

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

12.15 Representatives of the Parties

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Contractor. City may rely upon action taken by such designated representative as actions of Contractor unless they are outside the scope of the authority delegated to him/her by Contractor as communicated to City.

12.16 City Free to Negotiate with Third Parties

City may investigate all options for the Collection, transporting, Recycling, Processing and Disposal of Solid Waste for periods commencing after the expiration of the initial Term. Without limiting the generality of the foregoing, City may solicit proposals from Contractor and from third parties for the provision of Collection services, Disposal services, Source Separated Recycling services, Source Separated Organic Waste services and Processing, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 11.1 of this Agreement.

12.17 Compliance with Municipal Code

Contractor shall comply with those provisions of the municipal code of City which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

12.18 Privacy

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or contractor, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in,

or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement so long as City maintains reports or records with Customer identification or confidential information in accordance with this section, in which case this section shall apply to City in the same manner to which it applies to Contractor.

12.19 Cooperation Following Termination

At the end of the Term or in the event this Agreement is terminated prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent Contractor to assure a smooth transition of Solid Waste management services. Contractor's cooperation shall include, but not be limited to, providing both the City and subsequent Solid Waste enterprise route lists, Billing information, lists of gate or other access codes and information needed for entry to service areas, Container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all Premises covered by this Agreement. In recognition of the difficulty inherent in Customer's difficulty or inability to store two sets of Containers, Contractor shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Contractor shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if parties cannot agree on a phase-out schedule and Contractor does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Contractor's Containers and seek cost reimbursement from Contractor through its performance bond, letter of credit, or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor to provide documentation of any Customer declining request to provide keys, security codes, and/or remote controls used to access garages and Bin enclosures.

12.20 Compliance with Immigration Laws.

Contractor shall be knowledgeable of and comply with all local, State and federal laws which may apply to the performance of this Agreement. Contractor warrants and represents that all of its employees, including any and all prospective employees hired to perform services for the City under this Agreement and the employees of any subcontractor retained by the Contractor to perform a portion of the services under this Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable State and federal laws, rules and regulations, including, but not limited to, the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code), and the Immigration Nationality and the Immigration Reform and Control Act of 1986 (commencing with Section 1324a of Title 8 of the United States Code), as amended. Contractor agrees to verify the legal status of all of its employees and provide documentation of such verification whenever

requested by the City. If Contractor discovers that any employee it has retained is not in compliance with Immigration Laws, Contractor agrees to terminate such employee.

12.21 Guarantee of Contractor's Performance

Pursuant to a guarantee in substantially the form attached as Exhibit 3, Waste Resources Technologies, Inc., a corporation which owns all of the issued and outstanding common stock of Contractor, has agreed to guarantee Contractor's performance of this Agreement. The Guarantee is being provided concurrently with Contractor's execution of this Agreement.

ARTICLE 13: MISCELLANEOUS AGREEMENTS

13.1 Entire Agreement

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein. No verbal agreement or conversation with any office, agent, or employee of the City, either before, during, or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle the Contractor to any additional payment whatsoever under the terms of this contract.

13.2 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 References to Laws and Other Agreements

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties and City.

13.4 Interpretation

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

13.5 Agreement

This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

13.6 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.7 Exhibits

Each of the Exhibits identified as Exhibit "1" through "9" is attached hereto and incorporated herein and made a part hereof by this reference.

13.8 Non-Waiver Provision

Failure of either party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that party with regard to that failure to perform or subsequent failures to performing whether determined to be a breach, excused performance or unexcused defaults by the other party.

13.9 Attorneys' Fees

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

CITY OF GARDENA (CITY)

By _____
TASHA CERDA, MAYOR

APPROVED AS TO FORM:

CARMEN VASQUEZ, CITY ATTORNEY

ATTEST:

MINA SEMENZA, CITY CLERK

WASTE RESOURCES OF GARDENA , INC
("CONTRACTOR")

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT 1

INITIAL MAXIMUM RATES

Following are the rates for July 1, 2022 through June 30, 2023

Rates Effective July 1, 2022

SERVICE RATES

RESIDENTIAL SERVICE ¹

COMMERCIAL SERVICE ²

Single Family Units ¹		\$23.51	Per Unit	Per month			
Multi Family Units ¹							
	2 Units	\$47.02	Per Unit	Per Month			
	3 Units	\$70.53	Per Unit	Per Month			
	4 Units	\$94.04	Per Unit	Per Month			
Extra Trash Cart ¹		\$7.85	Per Unit	Per Month			
Bulky Items ¹		\$15.70	Per item after 4 free pick-ups/year or excess of 3cy per pick-up				
Commercial Cart Rate²							
Size	1x Week						
1 - 64 gallon	\$78.42						
Commercial AB1826 Organics Collection Rates²							
# of Carts	1x Week	2x Week	3x Week				
1 64-gallon cart	\$70.52	\$141.16	\$211.71				
2 64-gallon carts	\$134.08	\$268.18	\$402.30				
3 64-gallon cart2	\$194.12	\$388.29	\$582.41				
2 cy bin	\$238.47						
64-gallon green waste cart	\$39.21						
Recycling/Organics Contamination Fee is 10% of monthly rate per occurrence							
Permanent Commercial Refuse Bins Rates (Recycling Containers are Provided at No Additional Charge) ²							
Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	
64-gallon	\$78.42						
1 cy	\$130.76	\$261.60	\$392.42	\$523.24	\$654.04	\$784.88	
2 cy	\$165.18	\$330.39	\$495.82	\$660.82	\$825.91	\$991.26	
3 cy	\$188.09	\$376.23	\$564.36	\$752.52	\$940.65	\$1,128.81	
4 cy	\$224.11	\$448.24	\$672.37	\$896.50	\$1,120.63	\$1,344.77	
6 cy	\$301.26	\$602.55	\$903.84	\$1,202.14	\$1,502.70	\$1,803.27	
Extra Pickup	\$71.75						
Scout Service	\$61.46	\$122.92	\$184.38	\$245.85	\$307.31	\$368.77	
Push Out Service Over 15 Ft (per foot per month)	\$3.67						
Locking Bin Service - Per Bin	\$40.98	\$40.98	\$40.98	\$40.98	\$40.98	\$40.98	
<i>Note: Compactors are billed at 2x the trash rate</i>							
Permanent Drop Off/Roll Box Rates²							
Size	Open Top						
10 - 30 cy	\$348.71	Per Load	Plus Disposal & Demurrage				
35-40 cy	\$369.17	Per Load	Plus Disposal & Demurrage				
Permanent Drop Off/Roll Box Rates²							
Size	Compactor						
10 - 30 cy	\$369.17	Per Load	Plus Disposal & Demurrage				
35-40 cy	\$430.76	Per Load	Plus Disposal & Demurrage				
Permanent Drop Off/Roll Box Rates²							
Weekend Service Surcharge	\$96.76	Additional per Service					
Disposal, WRR	\$71.70	Per Ton					
Disposal, Other Destinations ³	Pass-Through						

INITIAL MAXIMUM RATES

Following are the rates for July 1, 2022 through June 30, 2023

Temporary Drop Off/Roll Off Rates ² (Includes 4 tons disposal)				
Size				
10 cy	\$605.14	Per Load	Plus Delivery, Demurrage, & Excess Tonnage	
15-30 cy	\$717.99	Per Load	Plus Delivery, Demurrage, & Excess Tonnage	
35-40 cy	\$779.55	Per Load	Plus Delivery, Demurrage, & Excess Tonnage	
Delivery	\$140.09	Per Initial Delivery		
Excess Tonnage	\$85.29	Per Ton, over 4 tons		
Temporary Bins ²				
Rent-A-Bin Service	\$263.33	Per Bin		
Rent-A-Bin Additional	\$205.50	Per Bin		
Miscellaneous Rates ²				
Additional Residential Rates ¹				
Multi-Family Premises - Additional Bulky Item	\$ 15.70	Per item after 4 free pick-ups/year/unit or excess of 3cy per pick-up		
Cart Replacement Due to Misuse	\$ 84.00	Each		
Overage Charge	\$ 11.56	Per occurrence		
Contamination Fee	\$ 11.56	Per occurrence		
Sharps Kit	\$ 58.01	Per kit, after 1 free/quarter/account		
Valet Service	\$ 47.02	Per month, if no proof of need confirmed		
Additional Commercial Rates ²				
Bulky Item Additional Pick-ups	\$ 105.76	Per pickup		
Bin Steam Clean/Graffiti Removal	\$ 159.23	Each		
Box Steam Clean/Graffiti Removal	\$ 572.52	Each		
Bin Replacement	\$ 529.01	Per bin		
Overage	\$ 57.97	Per occurrence, plus disposal fees (if any)		
Contamination Fee (10% of the monthly rate, per occurrence)		Per occurrence		
Bin Enclosure Cleaning	\$ 67.72	Per occurrence, 15 minutes		
Auto Tire Disposal	\$ 15.72	Per tire		
Truck Tire Disposal	\$ 23.62	Per tire		
Tires - Disposal	\$ 158.71	Per ton		
Standby Time (after 10 minutes) - Commercial	\$ 6.99	Per minute		
Standby Time (after 10 minutes) - Roll-Off	\$ 5.23	Per minute		
Standby Time (after 10 minutes) - Scout	\$ 3.46	Per minute		
Roll-Off Demurrage	\$ 17.57	Per day, after 7 days		
Roll-Off Dry Run	\$ 176.30	Per occurrence		
Roll-Off Relocation	\$ 176.30	Per request		
Street Permit ⁽³⁾	\$ 129.00	Per 7 days		
Barricades	\$ 157.80	Per 7 days		
Certified Deconstruction	\$ 189.40	Per load, includes certificate		
Emergency Response - Commercial	\$ 157.35	Per occurrence		
Emergency Response - Roll-Off	\$ 472.84	Per occurrence		
NSF Check	\$ 55.19	Per occurrence		
Service Reinstatement	\$ 70.99	Per occurrence		
Commercial Illegal Dumping	\$ 60.00	1st item		
Commercial Illegal Dumping	\$ 20.00	Each additional item		
(¹) Includes Franchise and AB 939/SB 1383 Regulatory Reimbursement				
(²) Plus Franchise and AB 939/SB 1383 Regulatory Reimbursement				
(³) Pass-through charge, subject to change during the year				

EXHIBIT 2A

EXAMPLE RATE ADJUSTMENT FORMULA

Step One: Calculate percentage change in indices

		A	B	C
Row	Index	Old Index Value	New Index Value	Percent Change In Index, ((Column B/ Column A) -1)
1	CPI, Garbage and Trash Collection (1)	512.7	533.1	3.97%

Step Two: Verify that percentage change in Row 1 Column C does not exceed an amount greater than 2% more than the percentage increase in CUURS49ASA0LE in Row 3

		D	E	F
Row	Index	Old Index Value	New Index Value	Percent Change In Index, ((Column B/ Column A) -1)
2	CPI, Garbage and Trash Collection (1)	512.7	533.1	3.97%
3	CPI, Los Angeles-Long Beach-Anaheim (2)	282.7	299.1	5.83%
4	Difference			-1.86%

Step Three: Apply percentage change to rates

		G	H	I	J
Row	Example Rate Categories	Current Customer Rate Not Including City Fees	Percentage Change in Index (from Column C)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
5	Residential Cart Service	\$ 23.51	3.97%	\$ 0.93	\$ 24.44
6	Residential Extra Trash Cart Fee	\$ 7.85	3.97%	\$ 0.31	\$ 8.16
7	Additional Bulky Item Fee - Curbside	\$ 15.70	3.97%	\$ 0.62	\$ 16.32
8	Multi-Family - 2 Units Per Unit Fee	\$ 47.02	3.97%	\$ 1.87	\$ 48.89
9	Multi-Family - 2 Units Per Unit Fee	\$ 70.53	3.97%	\$ 2.80	\$ 73.33
10	Multi-Family - 2 Units Per Unit Fee	\$ 94.05	3.97%	\$ 3.73	\$ 97.78

(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change for the 12 months ending January prior to the Rate Year anniversary date compared to the 12 months ending January in the previous year.

(2) Consumer Price Index (CUURS49ASA0LE) for All Urban Consumers/Items Less Energy (CPI-U) for the Los Angeles-Long Beach-Anaheim, CA, All Urban Consumers, Not Seasonally Adjusted. Average annual change for the 12 months ending January prior to the Rate Year anniversary date compared to the 12 months ending January in the previous year.

(3) Example rates listed. Adjustment applies to all rates.

EXHIBIT 2B

EXAMPLE CALCULATION FOR

AVERAGE ANNUAL CHANGE IN PUBLISHED INDICES

Consumer Price Index

The rate adjustment index is calculated using the annual change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average published by the Bureau of Labor Statistics, measured for the 12 months ending January prior to the Contract Year anniversary date compared to the 12 months ending January in the previous year.

For example, if a rate adjustment based on this CPI index were to be implemented as of July 1, 2022, the index value for the 12 months ended January 2022 of 533.078 would have been the "New Index Value" to be used in Column B of the example rate adjustment formula in Exhibit 2A, and the index value for the 12 months ended January 2021 of 512.722 would have been the "Old Index Value" in Column A. This would have resulted in a 3.97% increase to the rates as calculated in Column C of Exhibit 2A.

Series Id: CUUR0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	398.880	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538
2022	533.078											

Additionally, Section 6.4.1 restricts the amount of any annual increase to not exceed an amount greater than two percent (2.0%) more than the percentage increase in the Consumer Price Index-All Items Less Energy for the Los Angeles-Long Beach-Anaheim, CA, All Urban Consumers, Not Seasonally Adjusted (CUURS49ASA0LE) published by the Bureau of Labor Statistics, for the corresponding one-year period used to measure the change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average. For example, to verify that the change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average does not exceed the change in the Consumer Price Index-All Items Less Energy for the Los Angeles-Long

Beach-Anaheim, CA, All Urban Consumers, Not Seasonally Adjusted (CUURS49ASA0LE), the index value for the 12 months ended January 2022 of 299.136 would have been the “New Index Value” to be used in Line 3 Column E of the example rate adjustment formula in Exhibit 2A, and the index value for the 12 months ended January 2021 of 282.653 would have been the “Old Index Value” in Line 3 Column D. The difference between the calculated change in the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average and the Consumer Price Index-All Items Less Energy for the Los Angeles-Long Beach-Anaheim, CA, All Urban Consumers, Not Seasonally Adjusted (CUURS49ASA0LE) is calculated in Line 4 Column F of Exhibit 2A.

Series Id: CUURS49ASA0LE
Not Seasonally Adjusted
Series Title: All items less energy in Los Angeles-Long Beach-
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items less energy
Base Period: 1982-84=100
Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	232.233	232.576	233.702	234.245	234.069	234.321	234.840	235.330	235.973	236.488	236.136	235.155
2013	236.600	236.585	237.005	236.890	236.912	236.890	236.499	237.405	237.723	238.753	237.984	237.833
2014	238.987	239.724	240.297	240.626	240.630	240.785	241.343	242.010	242.454	242.845	242.528	242.302
2015	242.822	243.487	244.373	244.636	244.912	245.324	245.738	246.085	246.813	247.878	248.417	248.104
2016	249.720	251.168	251.274	251.429	252.518	252.509	252.506	253.052	253.185	253.742	253.013	253.302
2017	255.488	256.658	257.164	257.596	258.090	258.085	259.220	259.705	260.370	261.559	261.468	261.896
2018	263.457	264.830	265.909	266.600	266.971	266.441	266.950	267.425	269.273	270.021	269.851	269.401
2019	271.869	271.996	273.189	274.505	274.798	275.518	275.897	276.331	277.256	278.028	278.051	277.171
2020	279.587	280.711	279.462	280.000	280.859	281.664	283.124	283.128	282.244	282.775	283.257	282.559
2021	282.653	282.868	283.317	286.335	287.403	288.809	290.195	290.490	291.365	293.463	294.979	296.222
2022	299.135											

EXHIBIT 3

CORPORATE GUARANTY

Guaranty

THIS GUARANTY (the "Guaranty") is given as of the ____ day of _____, 2022.

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. _____, hereinafter ("Owner") is a _____ organized under the laws of the State of _____, which is wholly owned by _____. (Guarantor).
- B. Owner and the City have negotiated an Agreement for Collection, Processing, and Disposal of Solid Waste dated as of _____, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.
- C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

- Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Owner due to its breach of the Agreement.
- Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement

under bankruptcy law).

3. Waivers. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by Applicable Law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Owner's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations

guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.

5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following Person as its agents for service of process in California:

With a copy by certified mail to:

8. **Severability**. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have not have an effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding On Successors**. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority**. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the Person signing this Guaranty on its behalf has the authority to do so.

11. **Notices**. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City Manager (or designated representative)
 City of Gardena
 1700 West 162nd Street
 Gardena, CA 90247

with a copy to the City Counsel at the same address.

To the Guarantor:

By: _____
(title)

By: _____
(title)

EXHIBIT 4

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

LET THE FOLLOWING BE KNOWN:

That _____, a California _____, as PRINCIPAL, and _____, a Corporation organized and doing business by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to City, hereinafter called OBLIGEE, in the penal sum of six hundred thousand dollars (\$600,000) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled AMENDED AND RESTATED AGREEMENT BETWEEN CITY OF GARDENA AND WASTE RESOURCE OF GARDENA, FOR INTEGRATEDSOLID WASTE MANAGEMENT SERVICES with City, to do and perform the following work, to wit: Collect, Process and Dispose of Solid Waste generated within City, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise, it will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this _____ DAY OF _____, 20__.

a California Corporation

SURETY

By:_____

(PRINCIPAL)

(SEAL)

By:_____

(ATTORNEY IN FACT)

(SEAL)

EXHIBIT 5

NOTARY CERTIFICATION

STATE OF CALIFORNIA)

COUNTY OF _____) ss:

On _____, _____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, known to me to be the _____ of Contractor that executed the within instrument on behalf of the Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____ this _____ day of _____, _____.

Notary Public

My Commission Expires:

EXHIBIT 6

PROCESSING, TRANSFER, AND DISPOSAL SERVICES AND FACILITY STANDARDS

Contractor has selected and arranged for Discarded Materials to be Transported to Approved Facilities for Transfer, Source Separated Recyclable Materials Processing, Source Separated Organic Waste Processing, Organic Waste Processing, C&D Processing, and Disposal. The Approved Facilities shall comply with the standards specified in this Exhibit. Pursuant to Section 4.5.14 of the Agreement, if the Contractor does not own or operate one or more of the Approved Facilities, Contractor shall enter into a subcontract agreement with the owner or Facility operator of such Approved Facility(ies) and the requirements of Section 4.5.14 of the Agreement and this Exhibit shall pertain to the Subcontractor(s).

Note that Contractor, by definition in Article 1 of the Agreement, includes Affiliates, DBAs, and Subcontractors. As a result, requirements of Section 4.5.14 of the Agreement and this Exhibit shall pertain to Affiliate(s) and Subcontractors providing Facility-related services.

6.1 General Requirements

- A. Overview.** Contractor agrees to Transport and deliver Discarded Materials it Collects in the City to an appropriate Approved Facility(ies) for Transfer, Processing, or Disposal, as applicable for each type of Discarded Material. As of the commencement date of this Agreement, the Approved Facilities, which were selected by Contractor and reviewed and approved by the City, are listed in the table on the following page and in the definitions in Article 1 of this Agreement. Contractor will perform all Transfer, Processing, and Disposal services at Approved Facilities in accordance with Applicable Law, standard industry practice, and specifications and other requirements of this Agreement.

Approved Facilities

Material Type	Approved Transfer Facility (if applicable)	Approved Facility (Processing or Disposal Facility)	Description of Processing Methodology (Material recovery facility, composting facility, anaerobic digestion, etc.)
Source Separated Recyclable Materials		Waste Resources Recovery 19-AA-0857 Waste Resources Recovery, Inc. 357 W. Compton Blvd. Gardena 90248	Materials Recovery Facility
Green Waste	Waste Resources Recovery 19-AA-0857 Waste Resources Recovery, Inc. 357 W. Compton Blvd. Gardena 90248	GreenWise Soil Technologies 19-AA-1064 Universal Waste Systems 10120 Miller Way South Gate 90280	Composting
Food Waste		Waste Resources Recovery 19-AA-0857 Waste Resources Recovery, Inc. 357 W. Compton Blvd. Gardena 90248	Aerobic Processing

Material Type	Approved Transfer Facility (if applicable)	Approved Facility (Processing or Disposal Facility)	Description of Processing Methodology (Material recovery facility, composting facility, anaerobic digestion, etc.)
Food Waste	Waste Resources Recovery 19-AA-0857 Waste Resources Recovery, Inc. 357 W. Compton Blvd. Gardena 90248	Joint Water Pollution Control Plant Sanitation Districts of LA County 24501 S. Figueroa St. Carson 90745	Anaerobic Digestion
Source Separated Organic Waste	Waste Resources Recovery 19-AA-0857 Waste Resources Recovery, Inc. 357 W. Compton Blvd. Gardena 90248	Joint Water Pollution Control Plant Sanitation Districts of LA County 24501 S. Figueroa St. Carson 90745	Anaerobic Digestion
Source Separated Organic Waste		Waste Resources Recovery 19-AA-0857 Waste Resources Recovery, Inc. 357 W. Compton Blvd. Gardena 90248	Aerobic Processing
Gray/Black Container Waste	Waste Resources Recovery 19-AA-0857 Waste Resources Recovery, Inc. 357 W. Compton Blvd. Gardena 90248	Chiquita Canyon Landfill 19-AA-0052 Waste Connections, Inc. 29201 Henry Mayo Dr. Castaic 91384	Landfill

Material Type	Approved Transfer Facility (if applicable)	Approved Facility (Processing or Disposal Facility)	Description of Processing Methodology (Material recovery facility, composting facility, anaerobic digestion, etc.)
Gray/Black Container Waste	Waste Resources Recovery 19-AA-0857 Waste Resources Recovery, Inc. 357 W. Compton Blvd. Gardena 90248	Southeast Resource Recovery Facility 19-AK-0083 City of Long Beach 118 Pier St. Long Beach 90802	Waste to Energy
C&D		California Waste Services 19-AR-1225 California Waste Services, Inc. 621 W. 162 nd St. Gardena 90247	C&D Materials Recovery Facility

- B. **Facility Capacity Guarantee.** Contractor shall guarantee sufficient capacity over the Term of this Agreement to Transfer (if applicable), Transport, and Process all Source Separated Recyclable Materials, Source Separated Organic Waste, and C&D Collected under this Agreement and to Transfer (if applicable), Transport, and Dispose all Gray/Black Container Waste Collected under this Agreement. Contractor shall cause the Approved Facility(ies) to Recycle or Process the Discarded Materials as appropriate; market the Source Separated Recyclable Materials, Source Separated Organic Waste, and C&D recovered from such operations; and Dispose of residue. Contractor shall provide the City, upon request, with documentation demonstrating the availability of such Transfer (if applicable), Transport, Processing, and Disposal capacity as described below.
1. City may request that Contractor report aggregate Facility capacity committed to other entities through Contractor's contracts. City, or its agent, will have the right to seek verification of Contractor's reported aggregate capacity through inspection of pertinent sections of Contractor's contracts with such entities to determine the duration of Contractor's commitment to accept materials from such entities and the type and volume of materials Contractor is obligated to accept through the contracts. In addition, City, or its agent, will have the right to review tonnage reports documenting the past three (3) years of Tonnage accepted at the Approved Facility(ies) by such entities. To the extent allowed by law, City, or its agent(s), agree to maintain the confidentiality of the information reviewed related to the individual contracts with other contracting entities and agree to review all related material at the Contractor's office and will not retain any copies of reviewed material. Contractor will fully cooperate with the City's request and provide City, or its agent(s) access to Contractor's records.
 2. Contractor's Subcontractor is the owner and/or operator of Designated Facilities: Upon request, Contractor shall demonstrate that such capacity is available and allocated to the City by provision of its agreement with the Designated Facility(ies) owner(s)/operator(s) (Subcontractor(s)) documenting the Subcontractor's guarantee to accept the Discarded Materials Contractor delivers over the Term of this Agreement and any extensions to the Agreement.
- C. **Equipment and Supplies.** Contractor shall equip and operate the Approved Facilities in a manner to fulfill Contractor's obligations under this Agreement, including achieving all applicable standards for Landfill Disposal reduction, Recycling, diversion, residue volume and content, and final product quality standards. Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Facilities. Contractor shall modify, enhance, and/or improve the Approved Facilities as needed to fulfill service obligations under this Agreement, at no additional compensation from the City or rates charged to Customers.

Contractor shall provide all rolling stock, stationary equipment, material storage Containers, spare parts, maintenance supplies, Transfer, Transport, and Processing

equipment, and other consumables as appropriate and necessary to operate the Approved Facilities and provide all services required by this Agreement. Contractor shall place the equipment in the charge of competent equipment operators. Contractor shall repair and maintain all equipment at its own cost and expense.

- D. **Facility Permits.** Contractor or Facility operator shall keep all existing permits and approvals necessary for use of the Approved Facility(ies), in full regulatory compliance. Contractor, or Facility operator, shall, upon request, provide copies of permits and/or notices of violation of permits to the City.
- E. **Transfer Facility.** At Contractor's option, Contractor may rely on a Transfer Facility and, in such case, shall Transport and deliver some or all Discarded Materials to the Approved Transfer Facility for pre-Processing (if applicable) and Transfer. At the Transfer Facility, Discarded Materials shall be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Approved Facility(ies) for Processing or Disposal, in a timely manner and in accordance with Applicable Law.

If Contractor delivers some or all Discarded Materials to a Transfer Facility, it shall receive assurances from Facility operator that Facility operator will Transport or arrange for Transport of the Discarded Materials to appropriate Approved Facility(ies) for Processing or Disposal, as applicable for each type of Discarded Material. In such case, Contractor shall receive written documentation from the Facility operator(s) of the Facilities used for Processing and Disposal of Discarded Materials. Contractor shall pay all costs associated with Transport, Transfer, Processing, and/or Disposal of all Discarded Materials Collected in accordance with this Agreement, including marketing of recovered materials and Disposal of all residue.

Contractor shall comply with separate handling requirements described in this Exhibit 6.

- F. **Contractor-Initiated Change in Facility(ies).** Contractor may change its selection of one or more of the Approved Facility(ies) following the City's written approval, which may be conditioned on various factors including, but not limited to: the performance of the current versus proposed Facility, the permitting status of and LEA inspection records related to the proposed Facility, the distance of the Facility from the City, and any other factor that may reasonably degrade the value received by the City. If Contractor elects to use a Facility(ies) that is(are) not listed on the then-current list of Approved Facility(ies) in this Exhibit, it shall submit a written request for approval to the City thirty (30) business days prior to the desired date to use the Facility and shall obtain the City's written approval prior to use of the Facility. Contractor's compensation and rates shall not be adjusted for a Contractor-initiated change in Facilities.
- G. **Notification of Emergency Conditions.** Each Approved Facility shall notify the City of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will

temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement. Contractor shall notify the City in accordance with Section 4.5.15 of the Agreement.

- H. **Approved Facility Unavailable/Use of Alternative Facility.** If Contractor is unable to use the Approved Facility due to a sudden unforeseen closure of the Facility or other emergency conditions described in Section 6.1.G in this Exhibit 6, Contractor may use an Alternative Facility provided that the Contractor provides verbal and written notice to the City and receives written approval from the City at least twenty-four (24) hours prior to the use of an Alternative Facility to the extent reasonably practical given the nature of the emergency or sudden closure. The Contractor's written notice shall include a description of the reasons the Approved Facility is not feasible, and the period of time Contractor proposes to use the Alternative Facility. As appropriate for the type of Discarded Materials to be delivered to the Alternative Facility, the Alternative Facility shall meet the applicable Facility standards in this Agreement and shall be sent to: (i) an allowable Facility, operation, or used for an activity specified by pursuant to 14 CCR Section 18983.1(b) and not subsequently sent to Landfill Disposal; (ii) a "Approved Organic Waste Processing Facility" pursuant to 14 CCR Section 18982(a)(14.5) for Source Separated Recyclable Materials and Source Separated Organic Waste; (iii) a Transfer Facility; or, (iv) a Disposal Facility. If Contractor is interested in using a Facility for Source Separated Organic Waste technology that is not listed above and not currently approved by CalRecycle, Contractor shall be responsible for securing the approvals necessary from CalRecycle prior to the City's final approval of such Facility or activity and shall do so in accordance with the procedures specified in 14 CCR Section 18983.2.

If any Approved Facility specified in this Exhibit becomes unavailable for use by Contractor for Discarded Materials Collected in the City for a period of more than two (2) days, City may designate an Alternative Facility. The Parties agree that the Approved Facility shall only be deemed to be "unavailable" if one or more of the following has occurred: (i) a Force Majeure event has occurred; (ii) a Facility has lost one or more permits to operate; (iii) a Facility has exhibited a pattern of violation through the receipt of repeated notices of violation from one or more regulatory agencies. Further, the Parties agree that a Facility shall only be deemed to be "unavailable" if the lack of availability of the Facility is not due to Contractor's negligence, illegal activity, neglect, or willful misconduct. At City's request, Contractor shall research and propose Alternate Facility(ies) for the impacted Discarded Material(s) and shall submit a written analysis and recommendation to the City within thirty (30) days concerning the cost for use of Alternative Facility(ies) and any logistical changes that would be required to utilize such Alternative Facility(ies). City and Contractor will discuss the advantages and disadvantages of use of the potential Alternative Facility(ies) and City will designate the approved Alternative Facility(ies). The decision of the City shall be final. The change in Facility shall be treated as City-directed change in scope.

In the event an Approved Facility becomes unavailable due to the negligence, illegal activity, neglect, or willful misconduct of Contractor, Contractor shall bear all additional costs for use of an Alternative Facility including increased Processing costs, Disposal Costs, Transportation costs, Transfer costs, and all other costs.

The table listing Approved Facilities in this Exhibit shall be modified accordingly to reflect the new City-Approved Facility(ies).

If Contractor is not the owner of the new Approved Facility, Contractor shall enter into a Subcontract agreement with the Facility operator of the Alternative Facility to require compliance with the requirements of Section 4.5.14 of this Agreement and this Exhibit unless City waives one or more requirements.

- I. **Discarded Materials Monitoring/Waste Evaluation Requirements.** Contractor shall conduct material sampling, sorting, and waste evaluations of various material streams as further described in Section 6.6 in this Exhibit 6 to meet or exceed SB 1383 requirements.
- J. **Compliance with Applicable Law.** Contractor (including its Affiliates and Subcontractors) warrants throughout the Term of this Agreement and any extensions that the Approved Facilities are respectively authorized and permitted to accept Discarded Materials in accordance with Applicable Law and are in full compliance with Applicable Law.
- K. **Records and Investigations.** Contractor shall maintain accurate records of the quantities of Discard Materials Transported to and accepted at the Approved Facility(ies) and shall cooperate with City and any regulatory authority in any audits or investigations of such quantities.
- L. **Inspection and Investigations.** An authorized City employee or agent shall be allowed to enter each Facility during normal working hours in order to conduct inspections and investigations in order to examine Facility operations; Processing activities; contamination monitoring; material sampling and sorting activities, including inspection of end-of-line materials after sorting; and records pertaining to the Facility in order to determine compliance with Applicable Law, including SB 1383, to understand protocols and results, and conduct investigations, if needed. Contractor shall permit City or its agent to review or copy, or both, any paper, electronic, or other records required by City.

6.2 Processing Standards

- A. **Recovery Required.** Contractor agrees to Transport and deliver all Source Separated Recyclable Materials, Source Separated Organic Waste, and C&D Collected under this Agreement to the Approved Facility for Processing as applicable for each material type. Contractor shall conduct Processing activities for all Source Separated Recyclable Materials, Source Separated Organic Waste, and C&D to recover Source Separated Recyclable Materials and Source Separated Organic Waste to reduce Disposal. The

Processing shall be performed in a manner that minimizes Disposal to the greatest extent practicable and complies with Applicable Law, including SB 1383. Contractor may Dispose of Source Separated Organic Waste from homeless encampments and illegal disposal sites and quarantined Organic Waste, which meet the requirements described in 14 CCR Section 18984.13(d), rather than Process such materials.

B. Separate Handling Requirements

1. Contractor shall keep Source Separated Recyclable Materials, Source Separated Organic Waste, and C&D separate from each other and separate from other Solid Waste streams and shall Process the materials separately from each other and separately from other Solid Waste streams.
2. Pursuant to 14 CCR Section 17409.5.6(a)(1), Remnant Organic Waste separated from the Gray/Black Container Waste for recovery can be combined with Organic Waste removed from the Source Separated Organic Waste for recovery once the material from the Source Separated Organic Waste has gone through the Organic Waste recovered measurement protocol described in 14 CCR Section 17409.5.4.

C. Residue Disposal. Contractor shall be responsible for Disposal of residue from Processing activities at its own expense and may select the Disposal Facility(ies) to be used for such purpose.

D. Processing Facility Residue Guarantees. Upon request of the City, Contractor shall provide a certified statement from the Facility operator documenting its residue level. The residue level shall be calculated separately for each material type and for each Approved Facility used for Recycling and Processing. The residue level calculation method shall be reviewed and approved by the City.

E. Source Separated Recyclable Materials Processing Standards

1. Contractor shall arrange for Processing of all Source Separated Recyclable Materials at a Facility that recovers materials designated for Collection in the Blue Container and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as ADC or AIC.
2. Limits on Incompatible Materials in Recovered Source Separated Organic Waste:
 - a. **Limits.** Except as described in Section 6.2.F.4.c of this Exhibit 6, Contractor's Transfer/Processing Facility or operation shall only send offsite that Source Separated Organic Waste (such as, but not limited to, paper products and printing and writing paper) recovered after Processing Source Separated Recyclable Materials that meets the following requirements or as otherwise specified in 14 CCR Section 17409.5.8(a):

- i. On and after January 1, 2022 with no more than 20 percent (20%) of Incompatible Material by weight; and,
 - ii. On and after January 1, 2024 with no more than 10 percent (10%) of Incompatible Material by weight.
- b. **Measurement.** Contractor shall measure the actual levels of Incompatible Materials in accordance with procedures described in 14 CCR Section 17409.5.8(b).

F. Source Separated Organic Waste Processing Standards.

- 1. Contractor shall arrange for Processing of all Source Separated Organic Waste at a Facility that recovers Source Separated Organic Waste and, in a manner, deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as ADC or AIC.
- 2. Contractor shall arrange for Source Separated Organic Waste Processing at the Approved Organic Waste Processing Facility that meets one or more of the following criteria, and such Facility or operation is capable of and permitted to accept and recover the types of Organic Wastes included in the Source Separated Organic Waste:
 - a. “Compostable Material Handling Operation or Facility” as defined in 14 CCR Section 17852(a)(12); small composting facilities that are otherwise excluded from that definition; or Community Composting as defined within 14 CCR Section 18982(a)(8). The compostable materials handling operation or Facility shall, pursuant to 14 CCR Section 17867(a)(16), demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:
 - i. On and after January 1, 2022, less than 20 percent (20%); and,
 - ii. On and after January 1, 2024, less than 10 percent (10%).
 - b. An “In-vessel Digestion Operation or Facility” as defined in 14 CCR 17896.5. The in-vessel digestion Facility or operation shall, pursuant to 14 CCR Section 17896.44.1, demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:
 - i. On and after January 1, 2022, less than 20 percent (20%); and,
 - ii. On and after January 1, 2024, less than 10 percent (10%).

- c. A “Biomass Conversion Operation” as defined in Section 40106 of the California Public Resources Code.
- d. Soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a Landfill, that is defined as a reduction in Landfill Disposal in accordance with 14 CCR Section 18983.1(b).
- e. Land application of compostable materials consistent with 14 CCR Section 17852(a)(24.5) and subject to the conditions in 14 CCR Section 18983.1(b)(6).
- f. Lawful use as animal feed, as set forth in California Food and Agricultural Code Section 14901 et seq. and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with 14 CCR Article 1, Section 2675.
- g. Other operations or facilities with processes that reduce short-lived climate pollutants that are approved by the State in accordance with 14 CCR Section 18983.2.

If Contractor is interested in using an operation, Facility, or activity not expressly identified above for Source Separated Organic Waste Processing, Contractor shall be responsible for securing the approvals necessary from CalRecycle prior to the City’s final approval of such operation, Facility, or activity, and shall do so in accordance with the procedures specified in 14 CCR Section 18983.2.

- 3. **Preparation of Materials for Processing.** The Contractor shall be responsible for preparing materials for Processing at the Approved Organic Waste Processing Facility, which shall include, but is not limited to, removal of visible physical contaminants such as plastic, glass, metal, and chemicals prior to size reduction.

4. **Limits on Incompatible Materials in Recovered Organic Waste**

- a. **Limits.** Except as described in Section 6.2.F.4.c. of this Exhibit 6, Contractor’s Transfer/Processing Facility or operation shall only send offsite that Organic Waste recovered after Processing the Source Separated Organic Waste that meets the following requirements or as otherwise specified in 14 CCR Section 17409.5.8(a):
 - i. On and after January 1, 2022 with no more than 20 percent (20%) of Incompatible Material by weight; and,
 - ii. On and after January 1, 2024 with no more than 10 percent (10%) of Incompatible Material by weight.

- b. **Measurement.** Contractor shall measure the actual levels of Incompatible Materials in accordance with procedures described in 14 CCR Section 17409.5.8(b).
- c. **Exceptions.** The limits in Section 6.2.F.4.a. of this Exhibit 6, shall not apply to the recovered Organic Waste sent offsite from the Transfer/Processing Facility or operation, if the Contractor sends the recovered Organic Waste from the Transfer/Processing Facility or operation to one or more of the following types of Facilities that will further Process the Organic Waste, or as otherwise specified in 14 CCR Section 17409.5.7(c):
 - i. A Transfer/Processing Facility or operation that complies with Section 6.2.F.4.a. of this Exhibit 6;
 - ii. A compostable material handling facility or operation that, pursuant to 14 CCR Section 17867(a)(16), demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:
 - (A) On and after January 1, 2022, less than 20 percent (20%); and,
 - (B) On and after January 1, 2024, less than 10 percent (10%).
 - iii. An in-vessel digestion Facility or operation that, pursuant to 14 CCR Section 17896.44.1, demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:
 - (A) On and after January 1, 2022, less than 20 percent (20%); and,
 - (B) On and after January 1, 2024, less than 10 percent (10%).
 - iv. An activity that meets the definition of a recycling center as described in 14 CCR Section 17402.5(d).

G. C&D Program Standards

- 1. Contractor shall comply with the CALGreen Construction and Demolition materials Recycling requirements.
- 2. Contractor shall deliver mixed C&D loads to the Approved C&D Processing Facility for Recycling.
- 3. Contractor shall deliver Source Separated C&D such as, but not limited to, dirt, concrete, wood waste, cardboard, or other recyclable C&D materials to the Approved C&D Processing Facility or other Facility authorized for Recycling C&D and shall deliver salvageable materials to a party for Reuse or salvage.

4. Contractor shall arrange for Processing of Organic Waste in the C&D at a Facility that recovers Organic Waste from C&D and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as ADC or AIC.
- H. **Plastic Bags.** Contractor shall annually submit to City written notice from the Approved Organic Waste Processing Facility confirming said Facility can remove plastic bags when Processing Source Separated Organic Waste.
- I. **Compostable Plastics.** Contractor may accept Compostable Plastics at the Approved Organic Waste Processing Facility. Pursuant to this Agreement, Contractor shall annually submit to City written notice from the Approved Organic Waste Processing Facility confirming said Facility can Process and recover these Compostable Plastics.
- J. **Marketing.** Upon request, Contractor shall provide proof to the City that all Source Separated Recyclable Materials, Source Separated Organic Waste, and C&D Collected by Contractor were Processed and recovered materials were marketed for Recycling, salvage, or Reuse or as organics products in such a manner that materials are not deemed Landfill Disposal pursuant to SB 1383 and in a manner that materials are deemed diversion pursuant to AB 939. All residue from the Recycling and Processing activities that is not marketed shall be reported to the City as residue and accounted for as Disposal Tonnage at the Approved Disposal Facility. No Source Separated Recyclable Materials, Source Separated Organic Waste, or C&D shall be Transported to a domestic or foreign location if Landfill Disposal of such material is its intended use. If Contractor becomes aware that a broker or buyer has illegally handled, Disposed of, or used material generated in the City that is not consistent with Applicable Law, Contractor shall immediately inform the City and terminate its contract or working relationship with such party. In such case, Contractor shall find an alternative market for the material(s) recovered from the Source Separated Recyclable Materials, Source Separated Organic Waste, and/or C&D that is compliant with Applicable Law.

The performance of commodity markets for materials recovered from Source Separated Recyclable Materials shall not be considered a reason for deeming a Facility “unavailable”, nor shall it be considered an acceptable basis for the need to use an Alternative Facility, nor shall it serve as the basis for any adjustment in Contractor’s compensation under this Agreement, other than as specifically contemplated in Article 6 of this Agreement.

- K. **Disposal of Source Separated Recyclable Materials, Source Separated Organic Waste, and C&D Prohibited.** With the exception of Processing residue, which shall not exceed the limits established under Applicable Law, Source Separated Recyclable Materials, Source Separated Organic Waste, and C&D Collected under this Agreement may not be

Disposed of in lieu of Recycling, Processing, or marketing the material, without the expressed written approval of the City.

If for reasons beyond its reasonable control, Contractor believes that it cannot avoid Disposal of the Source Separated Recyclable Materials, Source Separated Organic Waste, or C&D Collected in the City, then it shall prepare a written request for City approval to Dispose of such material. Such request shall contain the basis for Contractor's belief (including, but not limited to, supporting documentation), describe the Contractor's efforts to arrange for the Processing of such material, the period required for such Disposal, and any additional information supporting the Contractor's request.

In addition, the request shall describe the Contractor's proposed interim plans for implementation while the City is evaluating its request. If the City objects to the interim plans, the City shall provide written notice to the Contractor and request an alternative arrangement. The City shall consider the Contractor's request and inform Contractor in writing of its decision within thirty (30) business days. Depending on the nature of the Contractor's request, City may extend the thirty (30) business day period, at its own discretion, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with the Contractor.

6.3 Gray/Black Container Waste Disposal Standards

- A. **Disposal of Gray/Black Container Waste Collected.** Contractor shall Transport all Gray/Black Container Waste Collected under this Agreement to the Approved Disposal Facility.
- B. **Disposal at Approved Facility.** Contractor shall not Dispose of Gray/Black Container Waste or residue by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.

6.4 Weighing of Discarded Materials

- A. **Maintenance and Operation.** This Section 6.4 of this Exhibit 6 applies to motor vehicle scales used at the Approved Facilities. Approved Facilities shall be equipped with one or more State-certified motor vehicle scales in accordance with Applicable Law. Upon request, Contractor shall arrange for Facility operator to provide documentary evidence of such scale certification within ten (10) days of City's request during the Term. Licensed weigh master(s) shall operate those scales to weigh all inbound and outbound Collection vehicles Transporting Discarded Materials and all Transfer vehicles Transporting materials to another site. Contractor shall arrange for Facility operator to provide City with access to weighing information at all times and copies thereof within three (3) Business Days following the City's request. Exceptions to weighing requirements are specified in Section 6.4.G. of this Exhibit 6.

- B. **Vehicle Tare Weights for Approved Facility(ies).** Within thirty (30) days prior to the Commencement Date, Contractor shall coordinate with the Facility operator(s) to ensure that all Collection vehicles used by Contractor to Transport Discarded Materials to Approved Facilities are weighed to determine unloaded ("tare") weights. Contractor shall work with Facility operator(s) to electronically record the tare weight, identify vehicle as Contractor's, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly coordinate with Facility operator to weigh additional or replacement Collection vehicles prior to Contractor placing them into service. Contractor shall check tare weights at least annually, or within fourteen (14) days of a City request and shall re-tare vehicles immediately after any major maintenance service that could impact the weight of the vehicle by more than fifty (50) pounds.
- C. **Substitute Scales.** If any scale at the Approved Facility is inoperable, being tested, or otherwise unavailable, Facility operator shall use reasonable business efforts to weigh vehicles on the remaining operating scale(s). To the extent that all the scales are inoperable, being tested, or otherwise unavailable, Facility operator shall substitute portable scales until the permanent scales are replaced or repaired. Facility operator shall arrange for any inoperable scale to be repaired as soon as possible.
- D. **Estimates.** Pending substitution of portable scales or during power outages, Facility operator shall estimate the Tonnage of the Discarded Materials Transported to and accepted at the Approved Facilities by utilizing the arithmetic average of each vehicle's recorded tons of Discarded Materials delivered on its preceding three (3) deliveries.

During any period of time the scales are out of service, Facility operator shall continue to record all information required by this Section 6.4 for each delivery of Discarded Materials to the Approved Facilities and each load of material Transferred to another Approved Facility(ies).

- E. **Weighing Standards and Procedures.** At the Approved Facilities, Facility operator shall weigh and record inbound weights of all vehicles delivering Discarded Materials when the vehicles arrive at the Facility. In addition, Facility operator shall weigh and record outbound weights of vehicles for which Facility operator does not maintain tare weight information. Furthermore, Facility operator shall weigh and record outbound weights of all Transfer vehicles Transporting Discarded Materials from a Transfer Facility to another Approved Facility(ies) for Processing or Disposal.
- F. **Records.** Facility operator shall maintain scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights (or tare weights) of vehicles, vehicle identification number, jurisdiction of origin of materials delivered, type of material, Contractor/hauler identification, and classification, type, weight, and final destination of Discarded Material if the Discarded Materials are Transferred to another Approved Facility(ies).

- G. **Exceptions to Weighing Requirements.** If the Approved Facility does not have motor vehicle scales to weigh Contractor's vehicles and Discarded Materials delivered to the Facility, Contractor shall obtain a receipt for delivery of the Discarded Materials that identifies the date and time of delivery, the type of material delivered, and the vehicle number. Contractor or Facility operator shall estimate the tonnage of material delivered for each load based on the volumetric capacity of the vehicle and material density factors (e.g., pounds per cubic yard) approved by or designated by the City.
- H. **Upon-Request Reporting.** If vehicle receiving and unloading operations are recorded on video cameras at the Approved Facilities, Contractor shall make those videos available for City review during the Approved Facilities' operating hours, upon request of the City, and shall provide the name of the driver of any particular load if available.

6.5 Rejection of Excluded Waste

- A. **Inspection.** Contractor will use standard industry practices to detect and reject Excluded Waste in a uniform and non-discriminatory manner and will not knowingly accept Excluded Waste at the Approved Facility(ies). Contractor will comply with the inspection procedure contained in its permit requirements. Contractor will promptly modify that procedure to reflect any changes in permits or Applicable Law.
- B. **Excluded Waste Handling and Costs.** Contractor will arrange for or provide handling, Transportation, and delivery to a Recycling, incineration, or a Disposal facility permitted in accordance with Applicable Law of all Excluded Waste detected at the Approved Facility(ies). Contractor is solely responsible for making those arrangements or provisions and all costs thereof. Nothing in this Agreement will excuse the Contractor from the responsibility of handling Excluded Wastes that Contractor inadvertently accepts in a lawful manner and of arranging for the disposition of that Excluded Waste in accordance with Applicable Law.

6.6 Discarded Materials Evaluations at Approved Facilities

- A. **General.** Contractor shall conduct the following "evaluations" at Approved Facilities:
1. **Gray/Black Container Waste Evaluations.** Waste evaluations of Gray/Black Container Waste at the Approved Transfer Facility (if applicable) in accordance with 14 CCR Sections 18998.1(a)(3)(A) and 17409.5.7.
 2. **Source Separated Organic Waste Recovery Efficiency Evaluations.** Waste evaluations at Approved Transfer Facility (if applicable) or Approved Processing Facility(ies) in accordance with 14 CCR Sections 17409.5.1 to 17409.5.5.
 3. **Evaluation of Organic Waste in Residuals.** Compliance evaluations of Organic Waste to determine the level of Organic Waste in materials sent for Disposal in

accordance with 14 CCR Sections 17409.5.3, 17409.5.5, 17867 (Compost operations and facilities), and 17896.44.1 (In-vessel digestion operations and facilities).

- B. **Record Keeping and Reporting.** For the evaluations described above, Contractor shall maintain all records and submit reports to CalRecycle as described in 14 CCR Division 7, Chapter 3, Article 6.3, as applicable. Contractor shall report this information to the City on a monthly basis in accordance with Article 8.
- C. **Scheduling of Evaluations.** Contractor shall schedule evaluations during normal working hours. Contractor shall provide City notice of its intent to conduct evaluations at the Approved Facility(ies) at least ten (10) working days in advance of the evaluations.
- D. **Observance of Study by City and/or CalRecycle.** Contractor acknowledges that, upon request, a representative of the City and/or CalRecycle may oversee its next scheduled quarterly sampling and evaluation of any of the evaluations described in Section 6.6.A of this Exhibit 6 conducted at the Approved Facility(ies).

EXHIBIT 7:

COLLECTION SYSTEM SPECIFICATIONS

1. **General.** Upon initiation of services under this Agreement, Contractor shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, Source Separated Organic Waste, and Gray/Black Container Waste as specified in this Section, using Containers that comply with the requirements of Section 4.5.4.1.
- 1A. **Source Separated Recyclable Materials Collection (Blue Container).** Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials. Contractor shall Transport the Source Separated Recyclable Materials to (i) the Approved Source Separated Recyclable Materials Processing Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to the Approved Source Separated Recyclable Materials Processing Facility, as specified in Exhibit 6.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the materials defined Section 1.78; such materials shall include Paper Products and Printing and Writing Papers as defined by SB 1383, 14 CCR Section 18982(a). The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from time to time at the sole discretion of the City provided that in all cases Source Separated Recyclable Materials (including Paper Products and Printing and Writing Papers as defined by SB 1383, 14 CCR Section 18982(a)) is included for Collection. Contractor shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers.

- 1B. **Source Separated Organic Waste Collection (Green Container).** Upon initiation of services under this Agreement, Contractor shall provide Green Containers to Customers for Source Separated Organic Waste Collection. Contractor shall Transport the Source Separated Organic Waste to (i) the Approved Organic Waste Processing Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to the Approved Organic Waste Processing Facility, as specified in Exhibit 6.

Source Separated Organic Waste that are to be accepted for Collection in the Source Separated Organic Waste Collection program include the following: Food Scraps, Food-Soiled Paper, Compostable Plastics, and Green Waste. The Parties agree that types of Source Separated Organic Waste may be added to or removed from this list from time to time at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-

Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Green Waste that is to be accepted for Collection in the Source Separated Organic Waste Collection program includes the materials defined in Section 1.56. The Parties agree that accepted types of Organic Waste may be added to or removed from this list from time to time at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Contractor may Collect Compostable Plastics in the Green Containers for Processing at the Approved Organic Waste Processing Facility. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the Source Separated Organic Waste program, Contractor shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Contractor shall provide written notification to the City annually that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. Contractor shall notify the City within five (5) business days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and the Contractor's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 2.10.

- 1D. **Gray/Black Container Waste Collection (Gray/Black Container).** Contractor shall provide Gray/Black Containers to Customers for Collection of Gray/Black Container Waste. Contractor shall Transport the Gray/Black Container Waste to (i) the Approved Disposal Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to the Approved Disposal Facility, as specified in Exhibit 6. Contractor may allow carpets and textiles to be placed in the Gray/Black Containers. Prohibited Container Contaminants shall not be Collected in the Gray/Black Containers.

2. **Use of Plastic Bags for Source Separated Organic Waste Collection**

- 2A. **Option 1: Food Waste in Plastic Bags in the Green Containers.** Contractor shall allow Customers and Generators to place Food Waste in plastic bags and put the bagged Food Waste in the Green Container. At least three (3) months prior to the commencement of the use of plastic bags for the Food Waste program, Contractor shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383, and that the Approved Organic Waste Processing Facility can Process and remove plastic bags when it recovers Source Separated Organic Waste.

Annually, in accordance with Article 8, Contractor shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers Source Separated Organic Waste. If, at any time during the Term of the Agreement, the Approved Organic Waste Processing Facility can no longer accept plastic bags, City may assess Liquidated Damages or deem such failure an event of default under Section 11.1. Contractor shall notify the City within five (5) business days of the Facility's inability to accept plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Approved Facility will not Process and recover plastic bags; and the Contractor's proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 2.10.

3. C&D Collection

Contractor shall Collect C&D materials from all Customers that subscribe to its C&D Collection services and Transport the C&D to (i) the Approved C&D Processing Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to an Approved C&D Processing Facility. Contractor shall provide C&D Collection and Processing services in accordance with this Agreement. Contractor shall charge Customers for C&D Collection services at City-approved Rates.

EXHIBIT 8:
CITY FACILITIES

EXHIBIT 9:
CITY STREET AND PARK CONTAINERS



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 15.B
Section: DEPARTMENTAL
ITEMS - PUBLIC WORKS
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve the Proposed Conceptual Design to proceed with the Final Design and Construction Document Phase of the Gardena Community Aquatic and Senior Center, JN 978.

COUNCIL ACTION REQUIRED:

Staff Recommendations: Approve the Proposed Conceptual Design

RECOMMENDATION AND STAFF SUMMARY:

On September 28, 2021, City Council approved the design Architecture and Engineering services for the Gardena Community Aquatic and Senior Center Project to RJM Design Group. Subsequently, the City received \$8.5M, Proposition 68, park grant funds and an additional \$15M bond proceed for various park projects. The additional bond will supplement the remaining cost for this project.

Thus far, various project tasks have been completed including the development of the portal/website, land and topographic surveys, geotechnical study, hazmat report, application to underground existing overhead utilities, held stakeholder and community meetings, developed the demolition Plans & Specs and the conceptual design plans.

The existing facility is approximately 1,500 square feet and has shower and locker rooms. The conceptual design phase has a newly constructed 12,000 square foot building that incorporates the programs that were identified in the grant application. The community complex will be built on the acquired four-plex buildings that will be adjacent to the pool. The building will have amenities for the senior center and aquatics center. The senior center will have a reception/lobby, restroom, conference room, office, breakroom, storage room and kitchen/pantry. The aquatics center will have a ticket window, men/women's locker room and family restroom.

The current Primm pool is 25-yards with 6-lanes. The pool will be expanded to 8-lanes. There will be an aquatics center entrance, outdoor showers, bleacher seating, seat walls, shade structures, diving board, pool equipment/mechanical room and pool storage. The outdoor courtyard will have the exercise station, ADA accessible drinking fountain, picnic tables, barbecue grill and lawn area. There will also be ADA parking stalls.

In addition to the proposed conceptual design phase, the demolition plans and specifications have been completed and are ready to release the bid invitation. Staff plans to seek Council approval of the construction contract award in May 2022 and complete the demolition by October 2022. If the conceptual design is approved, the construction document phase is scheduled to be completed by early 2023 and construction will begin late Spring 2023.

Staff respectfully recommends that the City Council approves the proposed conceptual design to proceed with the final design and construction document phases of the Gardena Community Aquatic and Senior Center.

FINANCIAL IMPACT/COST:

Amount of Expenses: \$1,227,625.00

Funding Sources: Prop 68 Park Grant

ATTACHMENTS:

[JN 978 Project Location Map.pdf](#)

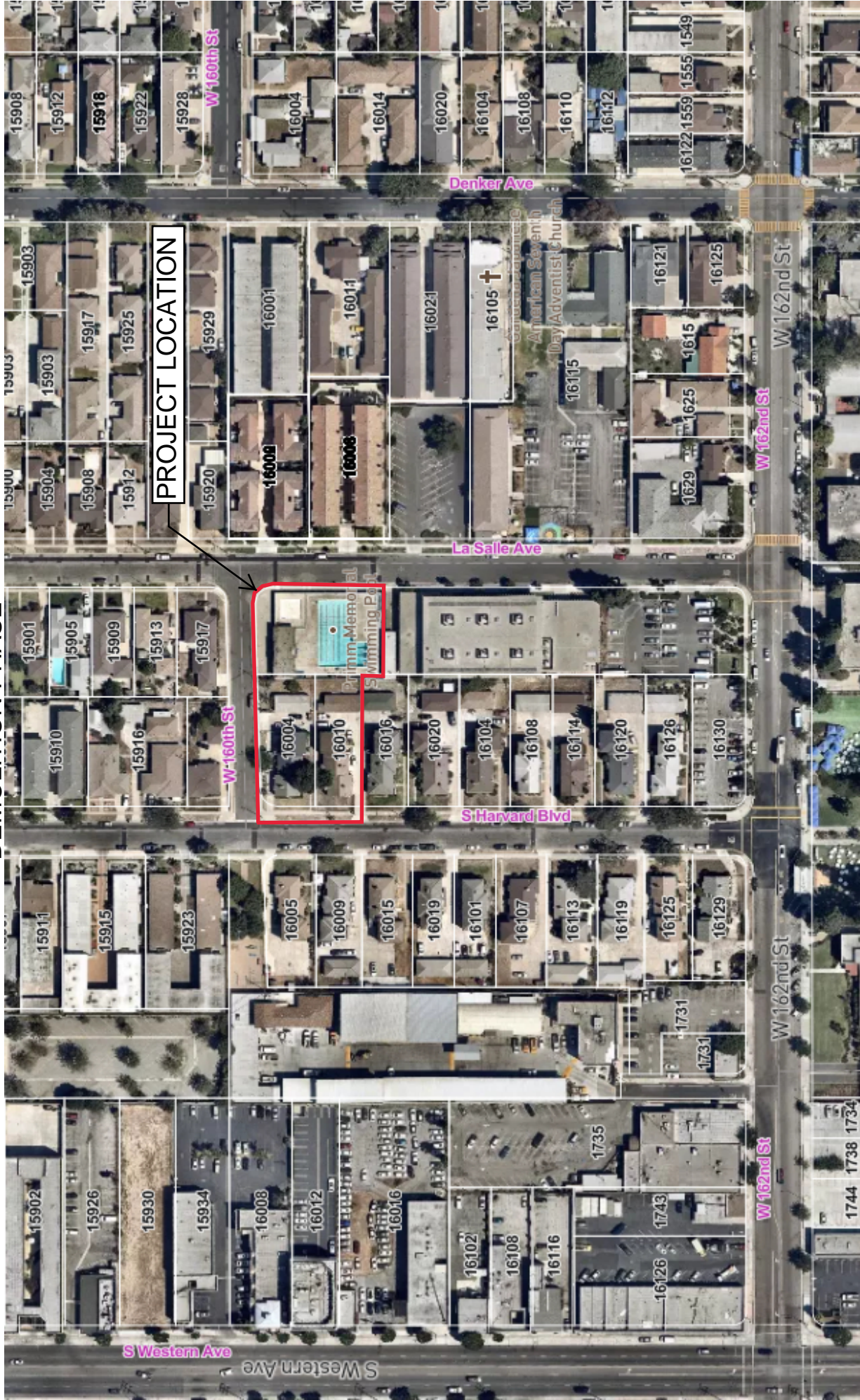
[Gardena Community Aquatics Senior Center - Conceptual Plan 3.15.22.pdf](#)

APPROVED:



Clint Osorio, City Manager

Gardena Community Aquatic and Senior Center, JN 978 DEMOLITION PHASE



1" = 200 ft	Project Location Map	2/1/2022	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			



LEGEND

- 1 Aquatics Center Ticket Window
- 2 Aquatics Center Entrance
- 3 Aquatics Center Womens Locker
- 4 Aquatics Center Mens Locker
- 5 Aquatics Center Family Restroom
- 6 Indoor Storage Lockers
- 7 Outdoor Showers
- 8 Senior Center Reception / Lobby
- 9 Senior Center Lobby Restroom
- 10 Senior Center Conference Room / Office
- 11 Senior Center Staff Breakroom / Storage
- 12 Senior Daycare
- 13 Kitchen / Pantry
- 14 Senior Daycare Outdoor Courtyard
- 15 Outdoor Exercise Stations (Qty. 7) in D.G. Courtyard
- 16 Tubular Steel Fencing and Gate
- 17 ADA Accessible Drinking Fountain
- 18 Picnic Tables (Qty. 3)
- 19 BBQ Grill
- 20 Lawn Area
- 21 ADA Parking Stalls (Qty. 3)
- 22 Perimeter Wall
- 23 Maintenance Access Gate
- 24 Bleacher Seating
- 25 Seat Walls
- 26 Cantilever Shade Structures (Qty. 5)
- 27 Pool - 8 Lanes
- 28 Diving Board
- 29 Pool Equipment / Mechanical Room
- 30 Pool Storage

Proposed Building Area:

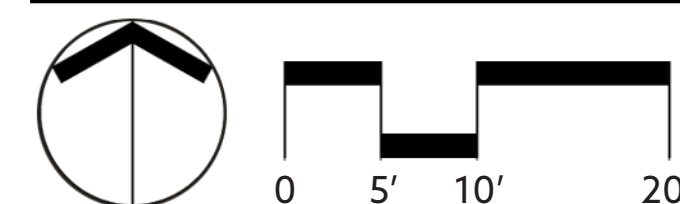
First Floor: 6,136 S.F.

Second Floor: 5,831 S.F.

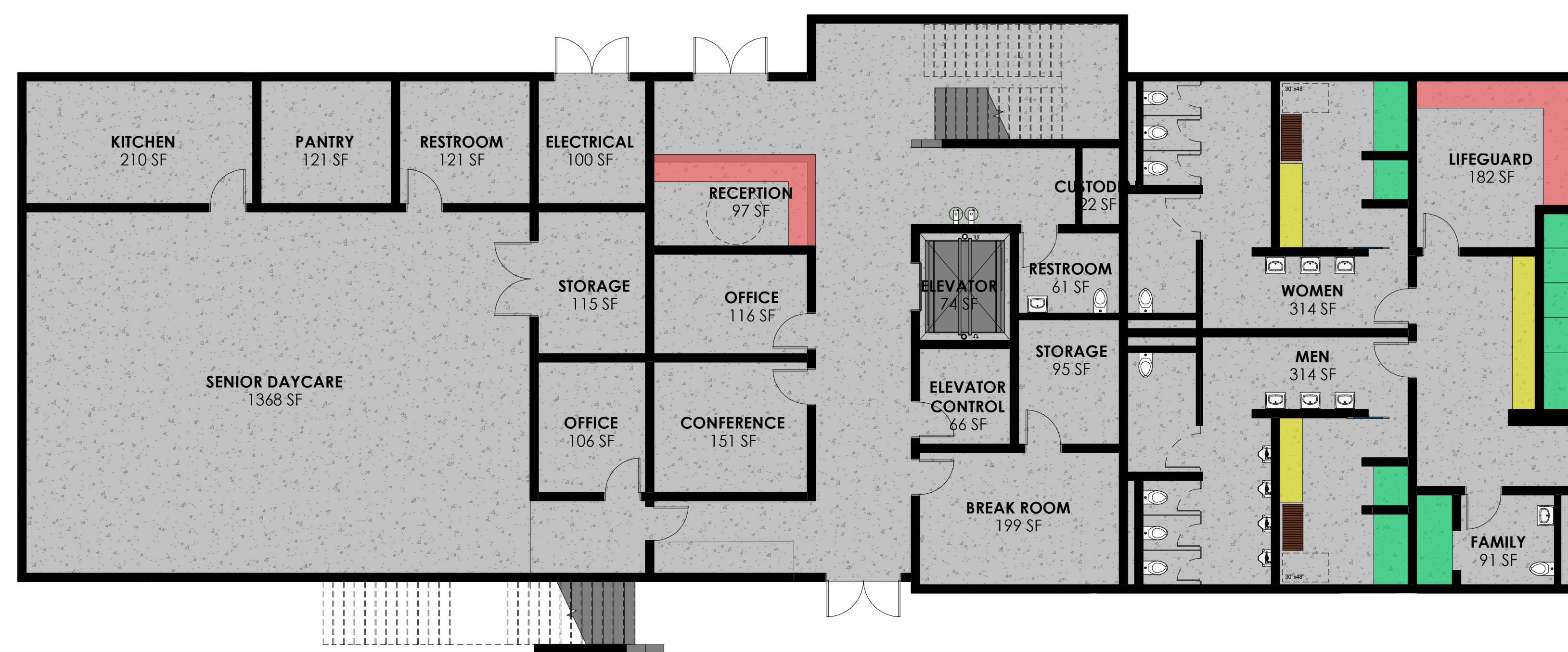
TOTAL: 11,967 S.F.



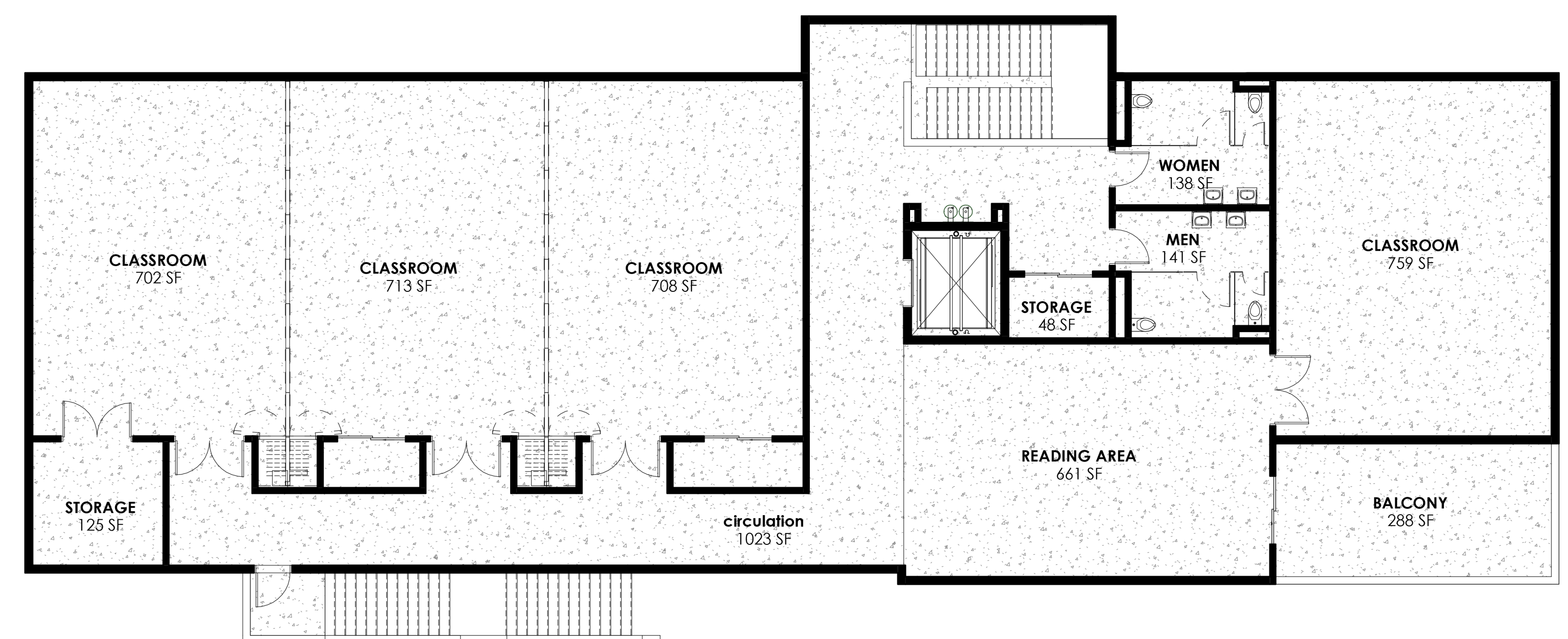
03/15/2022



CONCEPTUAL PLAN
COMMUNITY AQUATICS & SENIOR CENTER
CITY OF GARDENA, CALIFORNIA



FIRST FLOOR
6,136 S.F.



SECOND FLOOR
5,831 S.F.



03/15/2022





City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 17.A
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: March 22, 2022

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: Approve Purchase of Seven (7), 40-foot Zero-Emission Battery Electric Buses for \$7,740,208 and Authorize Program Total of \$8,514,229

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Purchase and Program Total

RECOMMENDATION AND STAFF SUMMARY:

Between FY2017-2023, GTrans will be replacing its entire fleet of 40-foot gasoline electric hybrid buses that have reached the end of their useful lives. In order to guide the timely replacement of aging buses, Staff developed a FY2017-2023 Fleet Replacement Plan approved by Council in February 2017. The plan dictated that GTrans would immediately pursue a combination of both CNG and zero emission buses for the near-term replacement of its fleet, with an eventual conversion of the entire fleet to zero emission by 2034. In accordance with the plan, GTrans deployed its first order of 18 Compressed Natural Gas (CNG) buses in 2021, is poised to purchase its next 14 CNG buses, and is now also ready to place the first order of new zero-emission, battery electric buses (ZEBs), which will replace existing 2010 gasoline hybrid electric buses.

GTrans currently operates six zero-emission battery electric buses: five are electric conversions and one is an early-model, traditional electric bus. After an evaluation by Staff regarding the available models from eligible ZEB manufacturers, GTrans has selected the Zero-Emission Bus from Gillig, manufactured in Livermore, CA.

GTrans is able to participate in a purchasing cooperative agreement with the Washington State Transit Bus Cooperative that will allow the purchase of seven ZEBs from Gillig, LLC. The FTA encourages grant recipients to procure goods and services jointly with other recipients or participate in purchasing cooperatives to obtain better pricing through volume purchases.

As with all new bus purchases, GTrans will incorporate the latest safety features and designs, including improved American with Disabilities Act (ADA) amenities and boarding ramps. New buses will provide a safer, cleaner operating environment for GTrans passengers and employees, improve fleet reliability, allow GTrans to remain in compliance with California Air Resources Board (CARB) and South Coast Air Quality Management District (SCAQMD)

regulations, and be on a path to fully transition to zero-emission in the future. The buses, which are anticipated to arrive in the late summer of 2023, will be deployed throughout our service area.

The buses will also require the purchase of plug-in charging equipment and dispensers. However, Staff is still evaluating equipment requirements from the various manufacturers available on the Washington State Bus Cooperative and will come back to Council at a later date with a recommendation.

Therefore Staff respectfully recommends that Council authorize the purchase of seven zero-emission buses from Gillig, which includes sales tax, training, spare parts, and delivery for a total price of \$7,740,208. GTrans is also requesting authorization for a 10 percent contingency of \$774,021 to account for any unforeseen changes, only to be approved in advance by GTrans staff for a not to exceed project total of \$8,514,228. And, to authorize the City Manager, or his designee to sign any subsequent documents required by the purchase.

FINANCIAL IMPACT/COST:

GTrans has federal, state, and local funding obligated in existing grants designated for this purchase. There is no impact to the General Fund.

ATTACHMENTS:

[Quote Letter GTrans BEB 20220314.pdf](#)

[Gardena CA \(7\) 40' Electric Buses off WA Contract - 3-14-22.pdf](#)

[Gillig Bus Model Specifications.pdf](#)

[WATransitBusCPA_GTrans FINAL.pdf](#)

APPROVED:



Clint Osorio, City Manager

March 14, 2022

Mr. Ernie Crespo
Director of Transportation
GTrans
13999 S. Western Ave.
Gardena, CA 90249

Dear Mr. Crespo,

Thank you for your interest to purchase SEVEN (7) 40' Low Floor Plus Battery Electric Buses through the State of Washington RFP#2020 06719-01.

Attached you will find the State of Washington RFP price tabulation that would pertain to the GTrans order. GILLIG is pleased to quote the following:

SEVEN (7) 40'X102" LOW FLOOR BATTERY ELECTRIC BUSES \$1,105,743.96 EA

This price is valid for 30 days. Prices exclude registration and license fees but does include CA Sales Tax (10.25% adjusted to 6.3125%). The production of your buses can be scheduled within 18-20 months from receipt of purchase order. To maintain this production schedule, we will require a firm purchase order within 30 days.

We thank you for this opportunity and appreciate your interest in GILLIG and our products. We certainly look forward to working with GTrans and in so doing, building our long-term partnership. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Sean Solis

Sean Solis
Regional Sales Manager

cc: William F. Fay, Jr.
Javier Hernandez, Jr.

PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
EXTERIOR STYLING PACKAGE	LOW FLOOR PLUS	LOW FLOOR PLUS	-
CUMMINS EV TRACTION MOTOR, INVERTERS & POWER MANAGEMENT SYSTEMS	INCLUDED	REQUIRED	-
ESS ENERGY STORAGE SYSTEM WITH 6 BATTERY PACKS	INCLUDED	REQUIRED W/ 7TH BATTERY PACK	47,886.00
DEPOT PLUG-IN CHARGING PORT PER SAE J1772	(1) CCS TYPE 1 CONNECTOR (REAR - CURBSIDE)	(2) CCS TYPE 1 CONNECTOR (FRONT - STREETSIDE & REAR - CURBSIDE)	6,850.00
COOLANT FILTER FOR EBUS APPLICATION	INCLUDED	REQUIRED	-
BRAKES	DISC BRAKES	DISC BRAKES	-
BRAKE VALVE	BENDIX E-8	BENDIX E-10	114.00
AXLE HUB SEALS	FRONT & REAR - GREASE SEALS	FRONT & REAR - GREASE SEALS	-
MERITOR FRONT & REAR AXLES	INCLUDED	REQUIRED	-
MAGNETIC AXLE DRAIN PLUGS	INCLUDED	REQUIRED	-
ELECTRONIC STABILITY CONTROL	INCLUDED	REQUIRED	-
AUTOMATIC TRACTION CONTROL	INCLUDED	REQUIRED	-
HUBODOMETER	NOT INCLUDED	NOT REQUIRED	-
HUBODOMETER GUARD	NOT INCLUDED	NOT REQUIRED	-
WHEEL MOUNTING	HUB PILOTED	HUB PILOTED	-
WHEELS	(6) FULL POLISHED ALUMINUM WHEELS	(6) FULL POLISHED ALUMINUM WHEELS	-
DURAFLANGE WHEELS	NOT INCLUDED	NOT AVAILABLE	-
TIRES	CUSTOMER SUPPLIED	CUSTOMER SUPPLIED	-
ELECTRIC STEERING ASSIST	NOT INCLUDED	REQUIRED	2,494.00
VIP TEXTURED STEERING WHEEL	NOT INCLUDED	NOT REQUIRED	-
ONSPOT DROP DOWN AUTOMATIC CHAINS	NOT INCLUDED	NOT REQUIRED	-
FUEL FILL	NOT INCLUDED	NOT REQUIRED	-
FUEL MANAGEMENT SYSTEM	NOT INCLUDED	NOT REQUIRED	-
OIL PRESURE & COOLANT TEMP GAUGES IN ENGINE COMP'T	ELECTRIC PROGRAMMABLE GAUGE	ELECTRIC PROGRAMMABLE GAUGE	-
ELECTRIC HYDRAULIC PUMP	INCLUDED	REQUIRED	-
SWAT SWITCH	NOT INCLUDED	NOT REQUIRED	-
ELECTRICAL TOW CONNECTION	NOT INCLUDED	REQUIRED	183.00
AD-IP AIR DRYER FOR EBUS APPLICATION	INCLUDED	REQUIRED	-
ENGINE SKID PROTECTION	NOT INCLUDED	NOT REQUIRED	-
A-POST SKID PLATES	NOT INCLUDED	NOT REQUIRED	-
HORN SPLASH SHIELD	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR SKIRT PANELS & ACCESS DOORS W/ KEYED LOCKS TO MATCH DRIVERS STORAGE BOX (WILL NOT INCLUDE ANY ACCESS DOOR THAT CAN NOT BE LOCKED IN CASE OF AN EMERGENCY)	NOT INCLUDED	REQUIRED (BUDGETARY ONLY)	500.00
LEVEL 2 INSULATION	INCLUDED	REQUIRED	-
BATTERY TYPE	(2) ODYSSEY AGM GROUP 31	(2) INTERSTATE AGM GROUP 31	135.00
BATTERY JUMP START CONN	INCLUDED (REAR CONNECTION)	INCLUDED (FRONT CONNECTION)	(45.00)

PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
WHEELCHAIR RAMP	LIFT-U LU18	LIFT-U LU18 (W/ REMOTE STANCHION MOUNTED CONTROLS AT FRONT DOOR)	850.00
TK ELECTRIC HVAC SYSTEM TE18	INCLUDED	REQUIRED	-
REFRIGERANT	R407C	R407C	-
REFRIGERANT PRESSURE DISPLAY	NOT INCLUDED	NOT REQUIRED	-
20% OUTSIDE AIR & FILTER	NOT INCLUDED	NOT REQUIRED	-
EBUS COLD WEATHER PACKAGE W/ DIESEL & ELECTRIC FIRED AUXILIARY COOLANT HEATER	NOT INCLUDED	NOT REQUIRED	-
FRONT THRESHOLD HEATER	NOT INCLUDED	NOT REQUIRED	-
STREETSIDE HEATER	NOT INCLUDED	NOT REQUIRED	-
REAR CURBSIDE HEATER	NOT INCLUDED	NOT REQUIRED	-
UNDERSEAT HEATER	NOT INCLUDED	NOT REQUIRED	-
WARM WALL HEATER	NOT INCLUDED	NOT REQUIRED	-
DASH FAN(S)	NOT INCLUDED	NOT REQUIRED	-
SENSITIVE EDGE	NOT INCLUDED	REQUIRED (BOTH DOORS)	675.00
REAR DOOR	34" AIR OPEN/SPRING CLOSE	34" ELECTRIC OPEN/CLOSE	-
DOOR CONTROLS (FRONT & REAR)	AIR-FULL DRIVER CONTROL	ELECTRIC-FULL DRIVER CONTROL	4,012.00
VAPOR CLASS (PHOTO SENSOR)	NOT INCLUDED	REQUIRED	3,292.00
VAPOR DIGITAL DOOR CONTROL W/ BUTTONS	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR FRONT DOOR RELEASE	NOT INCLUDED	REQUIRED	162.00
ELECTRICAL EQUIPMENT CABINET	44" W/(2) FANS	44" W/(2) FANS	-
ELECTRICAL EQUIPMENT STORAGE BOX LIGHTING	NOT INCLUDED	NOT REQUIRED	-
CS WHEELWELL STORAGE BOX	NOT INCLUDED	REQUIRED	505.00
PASSENGER INFO STATION	NOT INCLUDED	NOT REQUIRED	-
SCHEDULE RACKS	NOT INCLUDED	OBIC 19/21 4PW 2L	385.00
DISPLAY/SCHEDULE HOLDER	NOT INCLUDED	NOT REQUIRED	-
INTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR AD FRAMES	NOT INCLUDED	NOT REQUIRED	-
PASSENGER SEATS	AMSECO INSIGHT W/ A.R.M, Q'STRAIT RESTRANTS	USSC ARIES W/ 2 Q'PODS & DRAIN HOLES (PER GTRANS SPECS)	21,664.00
DUAL USB PORTS MOUNTED ON PASSENGER SEATS	NOT INCLUDED	REQUIRED - (19) PORTS	2,992.00
REAR SEAT RISERS FOR FWD FACING SEATS	NOT INCLUDED	NOT REQUIRED	-
FRONT WHEELWELL VERTICAL STANCHIONS	NOT INCLUDED	NOT REQUIRED	-
DRIVERS SEAT	RECARO ERGO METRO W/ HEADREST & 2-PT BLACK BELT	RECARO ERGO METRO W/ HEADREST & 3-PT ORANGE BELT	263.00
SEAT BELT CLIP (COMFORT CLIP ADJUSTER)	NOT INCLUDED	REQUIRED	25.00
SEAT BELT EXTENSION	NOT INCLUDED	NOT REQUIRED	-
SEAT BELT ALARM	NOT INCLUDED	REQUIRED	134.00
SEAT CUSHION ALARM	NOT INCLUDED	REQUIRED	134.00
SEAT ARMREST	NOT INCLUDED	REQUIRED - EACH SIDE	338.00
PASSENGER SIGNALS	PULL CORDS	PULL CORDS	-

PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
STOP REQUEST AT REAR DOOR STANCHION	NOT INCLUDED	NOT REQUIRED	-
STOP REQUEST LAMP AT DASH	NOT INCLUDED	INCLUDED WITH MFD II	-
DRIVERS BARRIER	WRAPAROUND W/OUT SCHEDULE HOLDERS	WRAPAROUND W/OUT SCHEDULE HOLDERS	-
DRIVERS PROTECTION BARRIER	NOT INCLUDED	AROW GUARD W/ EXTENDED GLASS	5,240.00
MODESTY PANEL FWD OF REAR DOOR	NOT INCLUDED	REQUIRED W/ CLEAR PLEXIGLASS UPPER PANEL	350.00
OVERHEAD GRAB STRAPS	NOT INCLUDED	(10) REQUIRED - 2-PC NYLON W/ COLLARS (BUDGETARY ONLY)	500.00
STANCHIONS	YELLOW POWDER COATED	SSTL	-
PASSENGER WINDOWS	AROW STD FRAME / UPPER TRANSOM	AROW BONDED FRAME / UPPER TRANSOM	4,486.00
HEADLAMPS	LED LOW & HIGH BEAMS	LED LOW & HIGH BEAMS	-
STOP/TAIL/TURN/BACK UP LAMPS	4" ROUND DIALIGHT LED	4" ROUND DIALIGHT LED	-
REAR CAP AUX STOP LAMPS	(2) 4" RED LED LAMPS	(2) 4" RED LED LAMPS	-
REAR CAP MOUNTED YIELD SIGN	NOT INCLUDED	NOT REQUIRED	-
EXTERIOR PORCH LAMPS	NOT INCLUDED	REQUIRED (FRONT & REAR)	350.00
EXTERIOR AUX CURB TURN LAMPS TO ILLUMINATE FRONT & REAR DOOR AREAS	NOT INCLUDED	REQUIRED (BUDGETARY ONLY)	500.00
BATTERY COMPARTMENT LAMPS	NOT INCLUDED	NOT REQUIRED	-
INTERIOR LAMPS	LED I/O CONTROLS	LED I/O CONTROLS	-
PLEASURE RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO	NOT INCLUDED	NOT REQUIRED	-
2-WAY RADIO & ANTENNA	NOT INCLUDED	NOT REQUIRED	-
12V BATTERY SUPPLY SOCKET	NOT INCLUDED	NOT REQUIRED	-
PA SYSTEM/VOICE ANNUNCIATOR	STD REI	HANOVER HTC-AVA PUBLIC ANNOUNCEMENT SYSTEM W/ MONITOR & (2) INTERIOR LED SIGNS	12,441.00
INSIDE SPEAKERS	(6) SIX	(6) SIX	-
DRIVERS SPEAKER	NOT INCLUDED	NOT REQUIRED	-
BOOM MIC	INCLUDED	REQUIRED	-
HEATED FRONT GLAZING	NOT INCLUDED	NOT REQUIRED	-
DESTINATION SIGNS	TWIN VISION AMBER (FRONT, CS & REAR RUN SIGN)	HANOVER WHITE (FRONT, CS & REAR RUN SIGN)	3,020.00
FRONT RUN SIGN	NOT INCLUDED	HANOVER WHITE	1,027.00
REAR VIEW CAMERA	NOT INCLUDED	NOT REQUIRED	-
FAREBOX	PRE-WIRE ONLY	PRE-WIRE ONLY	-
FAREBOX GUARD	INCLUDED	INCLUDED	-
CEILING MTD FAREBOX LAMP	NOT INCLUDED	NOT REQUIRED	-
TRANSFER CUTTER	NOT INCLUDED	NOT REQUIRED	-
PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
FULL COMPOSITE FLOOR	INCLUDED	REQUIRED	-
FLOORING MATERIAL	ALTRO	ALTRO	-
INTERIOR TRIM	VINYL	VINYL	-
ROOF HATCHES	(1) REAR MANUAL	(1) REAR MANUAL	-
EXTERIOR MIRRORS - STREETSIDE	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 8" 2-PC LOW MOUNT & CONVEX, NON-HEATED WITH REMOTE	82.00
EXTERIOR MIRRORS - CURBSIDE	8" X 8" 1-PC, NON-HEATED W/ REMOTE	8" X 8" 2-PC, LOW MOUNT & CONVEX NON-HEATED WITH REMOTE	82.00

PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
TURN SIGNAL INDICATOR ON MIRROR HEAD	NOT INCLUDED	REQUIRED - STREETSIDE & CURBSIDE	250.00
FIRE SUPPRESSION WITHOUT ESS SUPPRESSION	AMEREX V-25 W/24 HR BATTERY	AMEREX V-25 W/24 HR BATTERY	-
TRAFFIC LIGHT PREEMPTION	NOT INCLUDED	OPTICOM SYSTEM (BUDGETARY ONLY)	5,500.00
VIDEO SURVEILLANCE	NOT INCLUDED	APOLLO CAMERA SYSTEM W/ DRIVERS AREA MONITOR (BUDGETARY ONLY)	17,500.00
BACK UP CAMERA W/ DASH MOUNTED MONITOR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK	SPORTWORKS MOUNTING BRACKETS ONLY	BYK RACK 3-POSITION BLACK POWDER COATED	2,548.00
BIKE RACK AD FRAME	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK MIRROR	NOT INCLUDED	NOT REQUIRED	-
BIKE RACK DEPLOYED LAMP	NOT INCLUDED	REQUIRED	200.00
MEDICAL AID KIT	NOT INCLUDED	NOT REQUIRED	-
BLOODBORN PATHOGEN KIT	NOT INCLUDED	NOT REQUIRED	-
BIO-HAZARD KIT	NOT INCLUDED	NOT REQUIRED	-
WHEEL CHOCKS (SET)	NOT INCLUDED	NOT REQUIRED	-
ELECTRONIC MFD MULTI FUNCTION DASH DISPLAY (MFD II)	INCLUDED	REQUIRED	-
CUP HOLDER	NOT INCLUDED	NOT REQUIRED	-
WASTE CONTAINER	NOT INCLUDED	NOT REQUIRED	-
WEB CUTTER	NOT INCLUDED	NOT REQUIRED	-
CAD / AVL ITS SYSTEM	NOT INCLUDED	CLEVER DEVICES FULL INSTALL (GTRANS SPECS) (BUDGETARY ONLY)	40,000.00
AUTOMATIC PASSENGER COUNTER	NOT INCLUDED	NOT REQUIRED	-
I/O PROGRAM MODULE	NOT INCLUDED	NOT REQUIRED	-
ADJUSTABLE PEDALS	NOT INCLUDED	REQUIRED	1,130.00
MISC INTERIOR & EXTERIOR DECALS	NOT INCLUDED	REQUIRED	750.00
EXTERIOR PAINT	1-COLOR	5-COLORS	8,600.00
CLEAR COAT	NOT INCLUDED	REQUIRED	2,250.00
EXTERIOR GRAPHICS	BUS NUMBERS ONLY	GARDENA, CA CUSTOM EBUS GRAPHICS (BUDGETARY ONLY)	5,000.00
ROOF NUMBERS	INCLUDED	REQUIRED	-
EXT WARRANTY (BASIC BUS)	24 MONTHS / 100,000 MILES	24 MONTHS / 100,000 MILES	-
EXT WARRANTY (BODY STRUCTURAL)	36 MONTHS / 150,000 MILES	36 MONTHS / 150,000 MILES	-
EXT WARRANTY (STRUCTURAL INTEGRITY CORROSION)	144 MONTHS / 500,000 MILES	144 MONTHS / 500,000 MILES	-
EXT WARRANTY (WATER LEAKS)	12 MONTHS / 50,000 MILES	12 MONTHS / 50,000 MILES	-
WARRANTY - ESS (BATTERIES)	72 MONTHS / 300,000 MILES	72 MONTHS / 300,000 MILES	-
WARRANTY - (TRACTION MOTOR)	36 MONTHS / 100,000 MILES	36 MONTHS / 100,000 MILES	-
WARRANTY - (HVAC TK ELECTRIC)	36 MONTHS / UNL MILES	36 MONTHS / UNL MILES	-
WARRANTY (ALL OTHERS)	BASE COVERAGE PER WASHINGTON CONTRACT	BASE COVERAGE PER WASHINGTON CONTRACT	-

PRICE VARIANCE

3/14/2022

GARDENA, CA OFF OF STATE OF WASHINGTON RFP# 2020 06719-01

(7) 40' LOW FLOOR PLUS ELECTRIC BUS, SN: TBD

ITEM	STATE OF WASHINGTON, WA	GARDENA, CA	VARIANCE
ADDITIONAL MANUALS & LAMINATED ELECTRICAL SCHEMATICS	NOT INCLUDED	REQUIRED (BUDGETARY ONLY)	3,500.00
TRAINING	NOT INCLUDED	EBUS MAINTENANCE 72 HOURS (\$15,000 / 7 = \$2,143 PER BUS)	2,143.00

TOTAL GARDENA, CA VARIANCES	210,997.00
STATE OF WASHINGTON, WA 40' LOW FLOOR PLUS ELECTRIC BASE UNIT PRICE (APRIL 2021)	813,044.00
DELIVERY	3,298.00
GARDENA, CA 40' LOW FLOOR PLUS ELECTRIC CURRENT PRICE (3/11/2022)	1,027,339.00

NON-TAXABLE ITEMS

NON-TAXABLE ADA EQUIPMENT	23,958.00
DELIVERY COST & TRAINING	5,441.00
GARDENA, CA NON-TAXABLE ITEMS	29,399.00

CURRENT BUS PRICE CALCULATIONS INCLUDING CA SALES TAX

CURRENT GARDENA, CA 40' LOW FLOOR UNIT PRICE (NON-TAXED)	1,027,339.00
GARDENA, CA NON-TAXABLE ITEMS	(29,399.00)
CURRENT GARDENA, CA 40' LOW FLOOR TAXABLE UNIT PRICE	997,940.00
CALIFORNIA SALES TAX - GARDENA, CA (10.25% ADJUSTED TO 6.3125% ZERO EMISSION)	62,994.96
GARDENA, CA NON-TAXABLE ITEMS	29,399.00
CURRENT GARDENA, CA 40' LOW FLOOR W/ DELIVERY & CA SALES TAX	1,090,333.96
SPARES & TOOLING BUDGET (1.5%)	15,410.00
GARDENA, CA 40' LOW FLOOR PLUS ELECTRIC UNIT PRICE, W/ CA SALES TAX (3/14/2022)	1,105,743.96

OPTIONS TO BE CONSIDERED NOT INCLUDED IN ABOVE PRICING

OBIC 19/21 4P 1T	385.00
OBIC 19/21 4P 2L	385.00
OBIC 19/21 4PW 1T	385.00

CONFIDENTIAL

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.



BUILDING AMERICA'S ZERO EMISSIONS FUTURE



Electrify Your Fleet

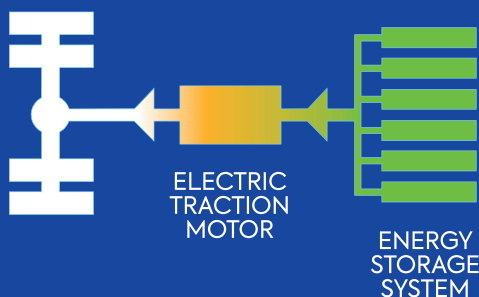
Our new battery electric offering joins GILLIG's industry-leading Low Floor bus platform to bring the most comprehensive, advanced battery electric bus to the market. GILLIG's Zero-Emission Battery Electric bus incorporates the Cummins electrified powertrain, which provides the advantage of full local service support with hundreds of service centers throughout the country to provide the necessary training, warranty administration, and after-market parts. Designed, built, and supported right here in the United States.



Specifications:

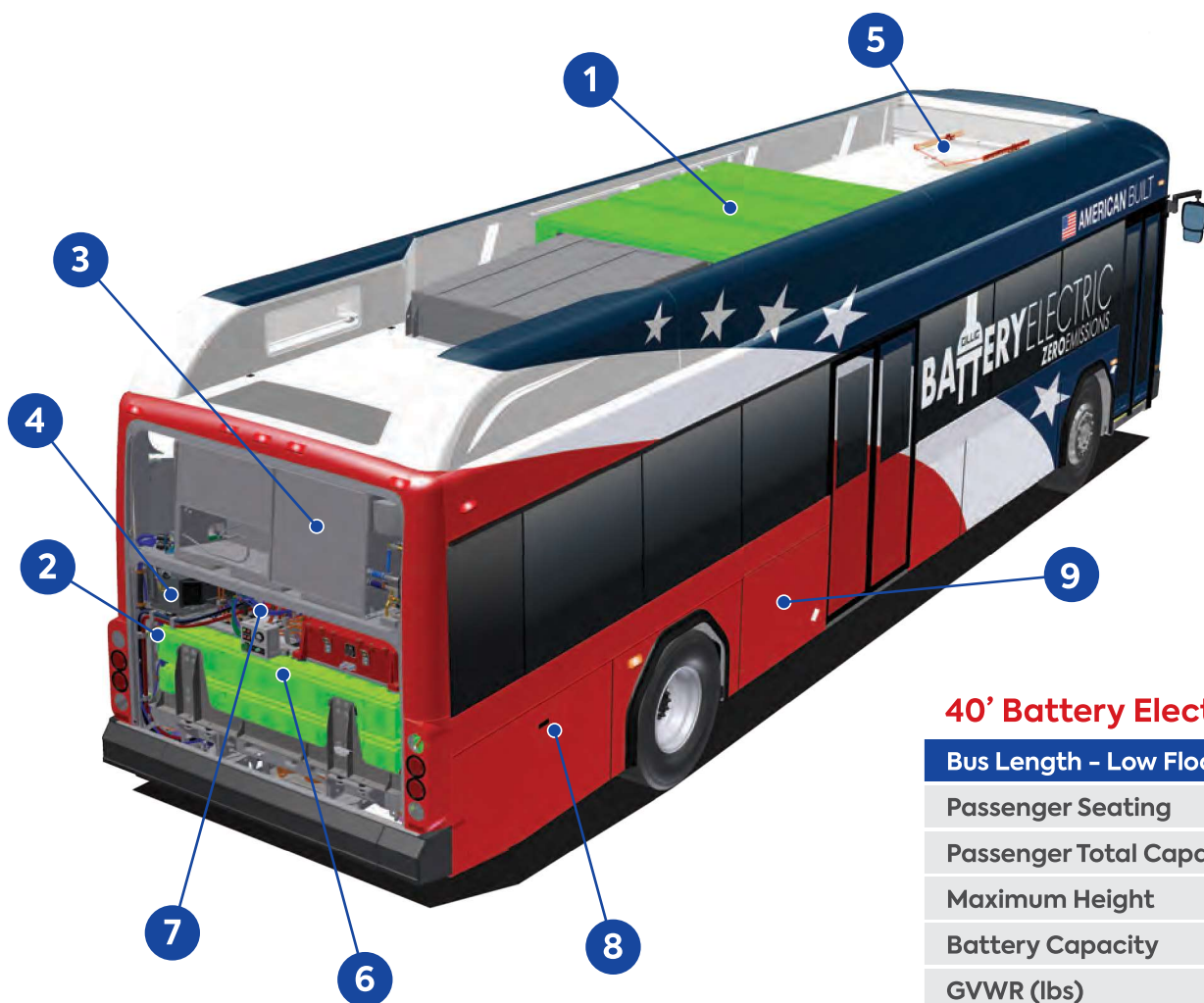
- Low Floor Battery Electric with Contoured-style Roof Fairings
- Cummins EV Drivetrain: Traction Motor and Inverter, High and Low Voltage Power Supplies, Modular Energy Storage System, Charge Controller
- Meritor 79000 Series Rear Axle
- Air Disc Brakes
- Standard Transit Size Tires
- Acceleration/Handling similar to conventional power train options
- Plug-in Charging – SAE J1772 DC CCS Type 1
- Thermo King Electric HVAC with Integrated Thermal Management System
- 24V DC Power Steering Pump
- Fuel-fired Coolant Heater Option for Cold Weather Operation

Cummins Electrified Powertrain



COMPONENT LOCATIONS:

1. Roof-mounted Energy Storage System (ESS), up to 3 battery packs
2. Electronics Cooling Package (ECP)
3. Thermo-King HVAC with integrated Battery Thermal Management System
4. Air Compressor
5. Optional roof-mounted charge rails
6. Two battery packs mounted in the power train compartment directly above the frame rails
7. Power train component assembly consisting of: High-Voltage DC junction box with disconnect switch, two DC-DC convertors, and System Control Unit (SCU)
8. Standard Plug-in-charge location, rear curbside (optional additional locations available)
9. Battery pack forward of rear axle



40' Battery Electric Base Model

Bus Length - Low Floor	40'
Passenger Seating	38
Passenger Total Capacity*	Up to 75
Maximum Height	135"
Battery Capacity	444 kWh
GVWR (lbs)	45,000

* subject to seating and options

Rear panels not shown for clarity. Specifications and features are for reference only and subject to change without notice or obligation.



COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

MASTER CONTRACT NO. 06719

This Cooperative Purchasing Agreement for Transit Buses ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the City of Gardena ("Authorized Purchasing Entity") and is dated and effective as of March 22, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. In addition, Enterprise Services is authorized "to participate in, sponsor, conduct, or administer a cooperative purchasing agreement." See RCW 39.26.060(1).
- C. Master Contract Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Master Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.
- D. The above-referenced Master Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington's procurement laws for goods/services. See RCW 39.26. The procurement and resulting Master Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).
- E. The above-referenced Master Contract was designed to and meets Federal Transit Administration ("FTA") requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See Pub.L. 114-94.
- F. There are no pending protests or lawsuits pertaining to the procurement or award of the Master Contract.

- G. Enterprise Services maintains procurement and contract records pertaining to the Master Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Master Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.
- H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Master Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Master Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Master Contract.
2. AUTHORIZATION TO UTILIZE THE MASTER CONTRACT. Consistent with the terms and conditions of the Master Contract and Purchasing Entity's applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Master Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity's governing law or whether the Master Contract is an appropriate procurement solution for Purchasing Entity.
3. CONTRACTOR CONSENT. Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity's needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity's jurisdiction-specific modifications change or modify the Master Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity's agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Master Contract.
4. VENDOR MANAGEMENT FEE. The Vendor Management Fee set forth in the Master Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.
5. ACCURATE PURCHASES. Purchasing Entity shall make orders within the scope of the Master Contract. Any purchases outside of the scope of the Master Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Master Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor

in obtaining and reporting to Enterprise Services accurate purchases under the Master Contract for purposes of the applicable Vendor Management Fee.

6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

- (a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	City of Gardena GTrans
Attn: Bus Purchases	Attn: Dana Pynn
Department of Enterprise Services	Transit Administrative Officer
PO Box 41411	City of Gardena GTrans
Olympia, WA 98504-1411	13999 S. Western Avenue
	Gardena, CA 90249
Email: buspurchases@des.wa.gov	Tel: (310) 965-8811
	Email: dpynn@gardenabus.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- (b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	City of Gardena
Tax Identification Number	95-6000713
State Business Identification Number (Required for Non-Profit entities)	N/A
Contact Name for Contract Administrator	Dana Pynn
Title	Transit Administrative Officer
Address	1700 West 162 nd Street
City, State, Zip	Gardena, CA 90247
Phone Number	(310) 965-8811
Email Address	dpynn@gardenabus.com

7. COMMUNICATION. In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Master Contract that, in Purchasing Entity's reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.
8. CONTRACTOR DISPUTES. Purchasing Entity is responsible for resolving any disputes between itself and the applicable Master Contract Contractor regarding its purchases. Purchasing Entity shall notify

Enterprise Services of any material dispute between Purchasing Entity and the applicable Master Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.

9. NO LIABILITY. Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Master Contract.
10. TAXES/FEES. Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.
11. SCOPE OF PARTICIPATION. Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Master Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Master Contract.

Category	Estimated Purchases
Heavy Duty	7
Light/Medium Duty	
Double Decker	
Rebuilt	
Refurbish	
Repower	

12. APPROVAL PROCESS. Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Master Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. GENERAL PROVISIONS

- (a) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.
- (b) AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
- (c) AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been

fully authorized and approved, and that no further approvals or consents are required to bind such party.

- (d) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- (e) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED as of the date and year first above written.


TRANSIT BUSES COOPERATIVE
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

AUTHORIZED PURCHASING ENTITY
CITY OF GARDENA
GTRANS

By: _____
Name: _____
Title: _____

By: _____
Name: Tasha Cerda
Title: Mayor

APPROVED AS TO FORM:

By:  _____
Carmen Vasquez
City Attorney

Date: March 17, 2022

Return this Agreement to Enterprise Services at:
buspurchases@des.wa.gov